

[Joan Hathaway, MRICS](#)

[Martin Russell Jones](#)

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Premier House

112 Station Road

Edgware

Middx HA8 7BJ

ADDRESS FOR CORRESPONDENCE

[Ms N K-Dit-Rawé](#)

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(By 'Special delivery')

17 November 2010

Joan Hathaway

1. On the morning of Tuesday 2 November 2010, as I was coming out of Jefferson House, I saw you in the entrance corridor to Jefferson House.

I asked why you had failed to reply to my letter of [15 July 2010](#) (delivered to your office on 16 July), in response to your so-called 'invoice' dated [9 July 2010](#) (received on 13 July 2010).

You replied that you had sent me an acknowledgment, to which my response was that I had not received anything from you; that this amounted to yet another lie from you, to be added to the countless lies that you and your client, [Andrew Ladsky](#), have made over the years to assist your fraudulent activities. (For the record, I list some examples below under para.5)

I challenged you on the fact that (as stated in my 15 July 2010 reply):

- your 9 July 2010 'invoice' demands payment of "*Brought forward balance: £24,002.35*" **without any justification**
- this was the first communication from you since your fraudulent invoice of [1 March 2007](#)
- in breach of covenants in my lease - as well as statutory rights - you have **not** supplied me with accounts for Jefferson House since 2004

(I remind you that in, among others, its [29 August 2006](#), [4 August 2005](#) and [6 September 2005](#) letters to me, the [Institute of Chartered Accountants for England and Wales](#) (ICAEW) assessed these and previous year accounts produced 'by' [Pridie Brewster](#), accountant for Jefferson House, as "*deficient*", "*not in accordance with my lease*", "*not reflecting [the tribunal findings](#)*", as well as confirmed to me that (in further breach of [my lease](#)) "*Pridie Brewster simply take the documentation given to them without question*" (Detail under paras 14.2, 14.3, 14.11 and 14.14 of my [3 June 2008](#) Witness Statement)

This led to another of your 'trademark' replies: "*accounts are being prepared*", "*people have been on holiday*". I again told you that you are a liar, like your client.

I then asked you why I had not been contacted – as promised by Roger Child in [April 2010](#), in relation to replacing the radiator in my flat. (A fact I also raised in my [15 July 2010](#) letter). You replied that replacement of the radiator was my responsibility; that you had asked the contractor to contact me to give me a quote. I replied that, to this day, I had not been contacted, and yet again told you that, like your client, you are a liar. At this point you stepped close up to me and said "*I go to church!*"

I noted in the context of stating that the radiator is my “responsibility” that you added, with considerable glee: “it will require purging of the heating system”.

2. On the day that we spoke, i.e. 2 November 2010, you sent me another ‘invoice’, dated [1 November 2010](#), stating:

“Brought forward balance: £24,034.42”

“Electricity charge per attached letter” “from 14 Apr 2010 to 8 July 2010: £32.07”

“Balance to pay: £24,066.87”

That, is the sum total of your communication.

Hence, you have TOTALLY failed to respond to my letter of [15 July 2010](#).

WHY? BECAUSE THIS SO-CALLED ‘INVOICE’ IS, YET AGAIN, FRAUDULENT.

3. To this day, you have not informed me of the impact on my [1.956% share](#) of the service charges of the addition, in 2005, of:

(1) [a penthouse flat](#) that is c. 7 times the size of my flat;

(2) three other flats: Flats [18A](#), [33A](#) and [35A](#)

I also note from online advertisements a few weeks ago by e.g. ‘Find a Property’, ‘Knight Frank & Country Life’ that some flats have been combined to create a “one bedroom apartment over three floors” [My Diary 13 July 10](#)

4. In my 15 July 2010 letter, I asked that you send your correspondence to the above address. You have also ignored this request.
5. **Some of your major deceits to assist your and your client fraudulent activities since 2002** ([there have been many more lies before that](#)) - a number of which amount to, among others, repeated contempt of tribunal and courts:

1. Lying about the intention to build a penthouse flat

1. In ‘your’ [26 March 2002](#) response to me, you denied that the intended works included the construction of a penthouse flat, as well as claimed “the roof has reached the end of its useful life and is leaking. The building requires a new roof. The roof must be attended to as soon as possible”
2. Five months later, ‘you’ also denied it in ‘your’ [30 August 2002](#) letter to me.
3. Having – repeatedly - falsely claimed that you supplied me with detailed costings of ‘the works’, five months later, in your [20 January 2003](#) letter to D Stewart, Clerk to the [London Leasehold Valuation Tribunal](#) (LVT), ‘you’ wrote “The work is becoming more urgent as there are continuing problems with the roof...Due to the delay in implementing them the problem with the roof is now deteriorating and causing substantial damage to the top flats”
4. Seven weeks later, in ‘your’ [4 March 2003](#) letter to [Brian Gale, MRICS](#) ([Ladsky's](#) other crooked surveyor) – letter which he supplied as part of the evidence during the London LVT hearings in March-April 2003, ‘you’ wrote under para.19: “...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 ”.

And, under para.35: “When it was obvious that the penthouse was not going to be built the deteriorating condition of the roof, lift and boiler together with the external redecoration caused us to start the procedure which resulted in the specification and tenders that are now before the Tribunal”

5. Of note, your co-conspirator, [Brian Gale, MRICS](#), had written, three months previously, in his [13 December 2002](#) “Expert Witness” report to the London LVT, para.4-1.4 “*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*”.

And under para.3.04 “*...the roof coverings will need to be replaced and provisions made to cover any additional works may become apparent...the roof has exceeded [its] modern life span*”

6. Your other co-conspirator, [Barrie Martin, FRICS](#), also continued with the lies in:

(1) in his [14 July 2004](#) letter to me, headed “*External repair and redecoration work plus internal refurbishment of common parts*”;

(2) his [2 August 2004](#) letter to “*All lessees*” - in which he *totally* ignored the LVT findings [during the hearings](#), captured in its [17 June 2003](#) report - and stated “*...the proposed works to the exterior and internal common parts of the building...*” (Of note: 2 August 2004 is the day the last valiant leaseholder (Defendant # 5) capitulated in [Wandsworth County Court](#)).

7. [Brian Gale, MRICS](#), continued with the lie when “*the urgent works*” were finally started in [September 2004](#) (which, of course, entailed the immediate demolition of the entire roof of Jefferson House) as, in their [November 2004](#) ‘Brief description of work’, he and [Mansells Construction Services](#) described the works as “*General repair and refurbishment of the main structure of Jefferson House...replacing asphalt roofs...*”
8. When the “*urgent works*” were *still* in progress [at the end of 2005](#) (it takes time to build a penthouse flat, as well as add three other flats), in his [19 October 2005](#) letter to me Brian Gale wrote “*...Mansells, the contractor undertaking the works have now completed the external redecoration...*”
9. Gale continued with the charade as, five months later, in his [16 March 2006](#) letter he wrote: “*The standard of workmanship undertaken by Mansells has not been acceptable*”
10. It is, to say the least, ‘fascinating’ to compare the outcome of “*the works*” with Brian Gale’s ‘condition survey’ of [February 2002](#).
11. **The outcome of “[replacing asphalt roof](#)”? A £3.9 million jackpot for your client Andrew Ladsky et.al. from the sale of the penthouse flat in December 2005 ([Land Registry BGL 54458](#)).**
12. **Amount of the jackpot for the “*internal redecoration*” that included the addition of three other flats?**

2. Lying to the [London Leasehold Valuation Tribunal](#)

13. As the Jefferson House leaseholders were up in arms over ‘your’ [15 July 2002](#) unsupported demand of £736,206, which ‘you’ claimed was for “*repair and maintenance works*” to Jefferson House, ‘you’, ‘on behalf’ of your client ‘[Steel Services](#)’ =[Andrew Ladsky et.al.](#), filed a [7 August 2002](#) Application to the London LVT to determine the “*reasonableness*” of ‘your’ 15 July 2002 demand.
14. On page 2 of the 7 August 2002 Application where it states (quoting from statutory requirement): “*Copy of the lease (or where the application relates to more than one flat, a specimen lease together with a statement specifying any relevant differences between respective flats, or confirming that they are all the same*” – you simply ticked the box.

I subsequently discovered that what ‘you’ supplied was a lease ‘apparently’ [for flat 22](#) which was **most definitely not** the same as [my lease](#) as Clause (2)(2)(c)(i) of that lease stated “*The*

amount of service charge payable by the Lessee for each financial year of the Lessor shall be a fair proportion (to be determined by and at the sole discretion of the Lessor)". In other words: an extremely 'convenient' clause for your puppet master, [Andrew Ladsky](#).

15. On page 3 of the same form, 'Statement of reasonableness', 'you' wrote: *"Our client, Steel Services, considers the works to be undertaken as essential...and...the price received from the contractor is reasonable"*
16. As evidenced by the findings from [the tribunal hearings](#) - captured in the [17 June 2003](#) LVT report - 'your' demand was found be **most definitely 'unreasonable'** as it was reduced by c. £500,000 (including the contingency fund). (This is based on assessment by my surveyor, as the obvious collusion between your client, his parties and [the tribunal](#) meant that the tribunal failed to perform its statutory duty by not including a summary of the impact of its findings on the global sum demanded). (NB: Supporting evidence under the [LVT section](#))
17. Your repeated lie to the tribunal that you had supplied me (and fellow leaseholders) with detailed costings of 'the works' (e.g. [8 October 2002](#) fax to you from D Stewart, Clerk to the tribunal; 'your' [20 January 2003](#) letter to the tribunal) was exposed on the first day of the hearing, on [5 February 2003](#) (para.14 of the [17 June 2003](#) LVT report) – leading to an adjournment of the substantive hearings *"in the interests of justice"* (para.16 of the same 17 June 2003 report).

3. Lying to [West London County Court](#) and [Wandsworth County Court](#) in 2002-04 – and continuing to send me major fraudulent 'service charge demands'

18. (As captured in my [15 July 2010](#) letter), you supplied fraudulent service charge demands for the [29 November 2002](#) West London County Court claim, ref. WL203537, filed against me and 10 of my fellow leaseholders (representing a total of 14 flats) - by [Cawdery Kaye Fireman & Taylor](#) (CKFT), London NW3 1QA.
19. In the [Particulars of claim](#) – which **you** endorsed with a statement of truth – you claimed that we all owed the 'service charge demand' you had sent us in July 2002.

You did this in spite of attending the [29 October 2002](#) pre-trial hearing at the [London LVT](#) during which the Chair, Mr J.C. Sharma JP, FRICS, told us that if we paid the demand, the tribunal would not be able to help us. In other words, we were told to **not** pay **until** the tribunal had issued its determination and it had been implemented. To this effect, we were given a booklet, '[Applying to a Leasehold Valuation Tribunal – service charges](#)' which, on page 5 states "...a recent Court of Appeal case ruling (*Daejan Properties Limited v London Leasehold Valuation Tribunal*) determined that LVTs only have the jurisdiction to decide the reasonableness of disputed service charges **that are still unpaid...**"
20. 'You' supplied a lease with the claim 'apparently' [for flat 23](#), falsely claiming, in the [Particulars of claim](#) – which, I remind again, **you** endorsed with a statement of truth - that it *"contains covenants in the same terms as all of the leases"*. It most definitely **did not** as it had the same Clause (2)(2)(c)(i) as the lease 'apparently' [for flat 22](#), 'you' supplied with the [7 August 2002](#) Application to [the London LVT](#). Ditto in terms of this Clause being extremely 'convenient' to your client, [Andrew Ladsky et.al](#) for defrauding the leaseholders.
21. What happened to the claim against me, that had led [Lanny Silverstone, CKFT](#), to threaten me, in his [7 October 2002](#) letter, with *"forfeiture, costs and contacting my mortgage lender if I failed to immediately pay [the £14,400 demanded](#)"*? After months of sheer utter hell, it translated in a [21 October 2003](#) "offer", through CKFT, for £6,350. Hence, a reduction of more than £8,000.

Although, legally, I did **not** owe this amount either, in my [19 December 2003](#) letter to CKFT I accepted it, and paid it, *"for the sake of bringing this dispute to an end"*. I sent you a letter dated [31 December 2003](#) to inform you of this. The Consent Order was endorsed by

[Wandsworth County Court](#) on [1 July 2004](#).

22. Of note, prior to Silverstone's letter of 7 October 2002, you had sent me a [20 September 2002](#) letter threatening to "instruct solicitors to commence legal proceedings" if I failed to "immediately pay the sum demanded".
23. During the course of the proceedings, you (in continuing cahoots with [Lanny Silverstone and Ayesha Salim, CKFT](#)) made other lies to [West London County Court](#) e.g. in her [6 August 2003](#) Application to the court for summary judgment against me and a fellow leaseholder, Salim wrote, on page 2: "[Martin Russell Jones](#) issued a revised Major Works Apportionment setting out the revised estimate for the works and calculation of the percentages due from each of the tenants at the property..." To this she attached [a document from you](#) listing all the 35 flats at the time in Jefferson House – showing, against each flat, the original amount demanded reduced by 24.19%.

The 2002 and 2003 "summary of contributions to the major works fund" sent to me by the ICAEW with its [29 August 2006](#) 'reply' to my complaint against [Pridie Brewster](#) show that 9 out of the 14 flats listed on the West London County Court [claim](#) were made to pay the **full amount** you originally demanded in your 15 July 2002 letter.
24. So much for the claims by [your puppet master, Andrew Ladsky](#), in his [25 January 2001](#) letter to me (and other leaseholders): "...the costs of any additional floor on the property will NOT be borne by the residents...All tenants are of course protected by the Landlord and Tenant Acts to ensure those carrying out any works do so reasonably."
25. And 'you' continued with your fraudulent demands as, three-and-half months after the [1 July 2004](#) Consent Order was endorsed by [Wandsworth County Court](#), 'you' sent me a [21 October 2004](#) 'invoice' stating "Brought forward balance: £14,452.17" – **without any explanation**. Hence, the same amount as the [17 July 2002](#) demand, and therefore as though no offer had been made, accepted, paid and endorsed by the court.
26. My ignoring it because it was clearly fraudulent, led 'you' to, three weeks later, send me another 'invoice', dated [16 November 2004](#), this time stating "Brought forward balance: £15,447.86". Yet again, **no explanation**. I likewise ignored it for the same reason: because it was fraud.
27. The next 'invoice' from 'you' was 14 months later, dated [9 January 2006](#), stating "Brought forward balance: £5,622". Hence, 'mysteriously' £10,000 less than the previous invoice because, of course, as per usual, there was **no explanation**.
28. Indications are that, the last valiant leaseholder (Defendant # 5) also ended-up being ['crucified'](#) in [Wandsworth County Court](#) – on the basis of 'your' fraudulent demand.

4. Lying again to [West London County Court](#) in 2007

29. (As also captured in my [15 July 2010](#) letter) 'you' - yet again - supplied a fraudulent 'service charge demand' for the [27 February 2007](#) claim, ref. 7WL00675, filed against me in West London County Court by [Portner and Jaskel](#), London W1U 2RA, on behalf of "Roostock (sic) Overseas Corp" claiming to be my "landlord", and "Steel Services" **also** claiming to be my "landlord" – as stated on your 'invoice'. All of these = [Andrew Ladsky et.al.](#) "Roostock" was demanding payment of "£10,356.59", while "Steel Services" was demanding payment of "£8,933.28"
30. What happened to these claims which [Jeremy Hershkorn, Portner and Jaskel](#), had preceded with a [16 February 2007](#) letter threatening me with "bankruptcy proceedings, forfeiture and costs" if I failed to immediately pay the sum demanded? After 16 months of sheer utter hell, as a result of my demonstrating, among many others, in my [3 June 2008](#) Witness Statement that

the claim against me was fraudulent, [Ahmet Jaffer, Portner](#), issued a [6 June 2008](#) Notice of Discontinuance of “*ALL of the claim*” against me.

6. As demonstrated by the overwhelming ‘black on white’ evidence, not only are you a liar like your [puppet master, Andrew Ladsky](#), like him and the rest of [his stable of crooked tyrants and bullies](#), you are, as I wrote in e.g. my [2 February 2005](#) complaint to [the RICS](#) against you and [Barrie Martin, FRICS](#) “...*evil, corrupt and morally depraved individuals who will stop at absolutely nothing to achieve their dishonest objectives*”

In this, you take the lead from your “*clinically unwell*” (words he used to describe me) puppet master who, among many others, also attempted to censor me from exposing your criminal actions (I remind you: **as a direct consequence of your deciding, in 2003-04 to continue the fight by sending me the fraudulent ‘service charge demands’**) - by resorting to making false, and therefore malicious accusations against me:

(1) In [October 2005](#),⁶ to my previous website host: [3 October 2006](#) letter from [Jeremy Hershkorn, Portner](#); malicious accusations and threats he, and Ladsky repeated to my current website Host over several weeks [in 2007](#);

(2) ^{to} my then employer, [KPMG](#), e.g. in his [26 March 2007](#) letter (which Ladsky preceded by other equally malicious, defamatory accusations);

(3) Kensington police in his so-called ‘complaint’ of [March 2007](#).

I am sure that any fair minded, reasonable and honest individuals would agree with my conclusions that, based on the overwhelming ‘black on white’ evidence: ALL of you operate as an organised crime ‘mafia’ that evidently considers itself to be above the law of the land, and resorts to extremely vicious, cruel, sadistic and perverse means in order to feed your all-consuming greed.

You ALL very clearly get your kicks out of making and seeing people suffer.

In other words: you are ALL very sick individuals.

With extreme repulsion.

N K-Dit-Rawé

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