

FAX - CONFIDENTIAL

13 November 2003

To	Mr Stan Gallagher, Arden Chambers – Fax 020 7242 3224 Mr Richard Twyman – Piper Smith & Basham - 020 7630 6976
From	Noëlle Rawé (Jefferson House) (REF: LM.R360/1)
Subject	Feedback on Draft consent order opinion + Notice of acceptance
Number of pages	Page 1 of 5

Please, see attached the two documents sent by Mr Gallagher on which I have annotated my comments

This document is the outcome of STAN GALLAGHER and Richard Twyman Piper Smith BASHAM/WATSON colluding with Andrew LADSKY

See my attached comments

Case No: WL203537

IN THE WEST LONDON COUNTY COURT

BETWEEN:

STEEL SERVICES LIMITED = Andrew Ladsky

(a company registered in the British Virgin Islands)

After my exposing for being "Struck-off the register of the BVI)

Claimant

- and -

X. X. LE

NOËL YVONNE SYLVIE KLOSTERKOTTER DIT RAWE

Defendant

draft Consent Order OPINION

Upon the parties having agreed terms of settlement.

Upon reading the Claimant=s offer dated 21st October 2003 and the Defendant s notice of acceptance dated 13th November 2003

on 28 October

BY CONSENT

IT IS ORDERED

Mr Gallagher said no because works had not started.

1 that the Defendant pay the Claimant the sum of , 6,513,24¹, inclusive of interest, to be paid in 28 days in full and final settlement of the Defendant=s liabilities under this claim and in respect of the major works at Jefferson House to which this claim relates.

2 that there be no order as to costs.

signed.....

solicitors for the Claimant

, 6,494.34 + accrued interest since 21st October (21 days * , 0.90 per day , 18.90)

signed

solicitors for the Defendant

dated...../

Subsequent note: This document is the outcome of Stan Gallagher and Richard Twyman. Peter Smith Basham / Watton colluding with Andrew Ladsky. See my attached comments

[notice of acceptance]

WITHOUT PREJUDICE SAVE AS TO COSTS

What does Mrs mean?

+ Non-compliance with Section

20 for some items, as a consequence of which the LVT was unable to take a decision.

Messrs CKRT Solicitors

Dears Sirs,

Steel Service Limited v Noelle Rawe: WL203537

Thank you for your Offer dated 21st October 2003.

We have taken the advice of Counsel, Stan Gallagher (Arden Chambers) and are advised that your client's claim, as adjusted to take account of the LVT's determination remains proceedings, vulnerable to a number of technical defences of merit arising out of the terms of the lease. In particular Counsel drew attention to:

1. the absence of due compliance with the service charge certification provisions prescribed by the lease;
2. the fact that the lease provides for an assessment of the individual lessee's proportionate share of the global service charge liability based on Aa rateable value for the time being @ apportionment mechanism. The system of domestic ratings was abolished with effect from 1 April 1990 by section 117 of the Local Government Finance Act 1988 upon the introduction of the Community Charge (Athe Poll Tax@). Since then ratable value apportionment mechanism has been unworkable and your client has failed to seek an appropriate variation of the terms of the leases. Accordingly, for your client to succeed it would be necessary to convince the court to imply a term into the lease. We are advised by Counsel that this may be problematic: see for example *Thameside Properties Limited v Brixton Estates plc* Ch. 23rd January 1996 (CH 1996 T 3323): page 9 of the transcript.
3. the arbitration clause in the lease. The failure to rely on the same and to commence proceedings in the County Court and the LVT may well sound on the question of costs.

Nevertheless, our client wishes to bring this dispute to an end.

It was also pointed out by Counsel that, strictly, your Offer is not a Part 36 Offer as it departs from the automatic cost consequences imposed by Part 36: see CPR 36.14 and see generally the Whitebook's commentary. We have therefore treated your offer as a without prejudice save as to costs offer and have by way of acceptance prepared a draft consent order for your approval; it not being strictly correct for us to serve a notice of acceptance under the Part 36 procedure. [You will note that, for the avoidance of doubt, the draft order makes specific reference to the major works the costs of which are the subject of this claim].

We look forward to hearing from you

Yours etc

MEMORY TRANSMISSION REPORT

PAGE : 001
TIME : 13-11-03 17:38
TEL NUMBER: 020 [REDACTED]
NAME : [REDACTED] FX866

FILE NUMBER : 476
DATE : 13-11 17:29
TO : 902076306976
DOCUMENT PAGES : 005
START TIME : 13-11 17:29
END TIME : 13-11 17:38
SENT PAGES : 005
STATUS : OK

*Shld
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shld read 16 h 29*

FILE NUMBER : 476

*** SUCCESSFUL TX NOTICE ***

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TIME : 13-11-03 17:33
TEL NUMBER: 020 [REDACTED]
NAME : [REDACTED] FX866

FILE NUMBER : 475
DATE : 13-11 17:29
TO : 0902072423224
DOCUMENT PAGES : 005
START TIME : 13-11 17:29
END TIME : 13-11 17:33
SENT PAGES : 005
STATUS : OK

*Shall on summer time
ie. Mtd be 16h29*

FILE NUMBER : 475

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- On 21 October 2003 [Andrew Ladsky](#)'s corrupt assistant solicitor, [Ayesha Salim, Cawdery Kaye Fireman & Taylor \(CKFT\)](#) sent 'my' then solicitors, [Piper Smith Basham](#) (now Piper Smith Watton), an "offer" for £6,350 v the £14,400 demanded in the [29 Nov 02 claim](#) WL203537, filed in [West London County Court](#) against me [and 13 other flats](#).
- The trigger was my [19 October 2003 Witness Statement](#) – which [Lisa McLean, Piper Smith Basham](#), had gone to considerable lengths to prevent me from issuing.
- Much to my subsequent, immense regret, I chose [Stan Gallagher](#), Arden Chambers, to advise on the reply and write it. The reply to the "offer" was discussed at a meeting on 28 Oct 03 with [Lisa McLean, Piper Smith Basham](#), (and my surveyor).
- Leaving me **21 minutes** – when I am at work - to look at the draft documents I had NOT seen before - [Richard Twyman, Piper Smith Basham](#) opted to send them to [CKFT](#) before 16h00 on 13 Nov 03 – WITHOUT MY CONSENT...
- ...BECAUSE HE KNEW THAT I WOULD OBJECT TO BOTH documents – as they do NOT represent what was agreed at the 28 Oct 03 meeting – and IGNORE MY INSTRUCTIONS of [7 Nov 03](#).

MY QUESTION IS: HOW MUCH DID ANDREW LADSKY PAY THE TRIO OF TWYMAN, McLEAN AND GALLAGHER TO BAT FOR HIM?

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1 Stan Gallagher's "[Draft Consent Order](#)"

This is what he wrote:

"the Defendant pay the Claimant the sum of £6,513.24, inclusive of interest, to be paid in 28 days in full and final settlement of the Defendant=s liabilities under this claim and in respect of the major works at Jefferson House to which this claim relates"

1.1 "...inclusive of interest..." (Amount: £143)

This is CONTRARY to what had been agreed.

Although it is not in McLean's notes of [28 Oct 03](#): (1) I captured this in my [7 Nov 03](#) letter to Twyman "I refuse to pay the interest charge"; (2) I wrote on the draft consent order I returned to Twyman and Gallagher on [13 Nov 03](#): "On 28 October – Mr Gallagher said "no because works had not been started".

Aside from the fraudulent, unlawful conduct of [Andrew Ladsky](#) and [his mob](#) that was abundantly clear for ALL to see (*) (some of which I had raised at the 28 Oct 03 meeting – as evidenced by [McLean's notes](#)) – Ladsky was most definitely NOT entitled to interest – as, legally, I did NOT owe this sum either because of **Ladsky and his mob's failure to comply with covenants in my lease and legislation**. Agreeing to my paying interest implied that I had owed the sum demanded – and this would have been used against me by Ladsky at a later stage – hence the ploys to attempt to make me pay the interest claimed:

- Communications had taken place between [McLean](#), [Gallagher](#) and [Ayesha Salim, CKFT](#), post the 28 Oct meeting – as evidenced by McLean's letter of [18 Nov 03](#) "I have in fact spoken to Mr Gallagher and he confirms that were the matter to go to trial, the interest point is an argument that we would raise" (NB: knowing full well that they would do their damndest to prevent this from happening. And, in any case, it does not make sense). She goes on to state: "However, for the purposes of settling this case and giving (sic) the amount of interest, the advice would be to settle on the terms as set out in that order".

(Note the "giving the amount of interest" = 'that's a small amount Dear! Why not pay it? Yeah right: 'Come on Dear, fall into the trap! That's what our 'Lord and Master Andrew Ladsky' wants you to do so that, later on, he can say: 'see: she did owe this sum – and had refused to pay. Give us the chance to cash in our reward if we can trick you into accepting that. What a 'mafia'!)

- As I wrote in my [23 Nov 03](#) letter to McLean: "In relation to the conversation you said to have had with Mr Gallagher post 28 October regarding the interest, I note that this led to a change of position relative to what was agreed with him at the 28 October meeting".
- Under pt 52 of his [9 Jun 04](#) reply to my [5 Apr 04](#) complaint against him to the Bar Council, [Gallagher](#) wrote: "**In order to reach a settlement with the claimant it was better to agree to pay the interest**". ABSOLUTELY UNBELIEVABLE! He certainly did NOT say this during the 28 Oct meeting – because he knew what I would have replied. I proved him wrong by pointing out in my reply to him of [29 Aug 04](#), under pt 120, that once I had taken back control of my case in [Dec 03](#), I had (eventually) exchanged a [Consent Order](#) that did NOT include the payment of interest. (Under pts 86-88 and 121 of my reply to him, I repeated the evidence against his assertion).

(*) See McLean's [9 Apr 03](#) letter to my then solicitors in which she states, in relation to the [29 Nov 02 claim](#) in [West London County Court](#): "**We shall be contending that the county court proceedings should be stayed pending the outcome of the Leasehold Valuation Tribunal proceedings...it could be said in our view that having issued an application in the LVT seeking the reasonableness of service charges to thereafter commence proceedings in the county court seeking the recovery of those same charges could be an abuse of the process of court**". "...The landlord had intimated to the LVT that no other lessees is disputing the service charges. That is clearly not the case". "PS. "...a surveyor whom we had constructed...His preliminary view is that the service charges seem high and that it would appear that the [top floor flats are being enlarged](#). Clearly if this is the case that is improvement rather than repair"

And her [23 Jun 03](#) letter, also to my solicitors: "There would seem to [a fairly substantial reduction in the sums claimed](#) by the applicant as well as **clear indication by the Tribunal that they think the reserve fund should be used at least in part to fund of the works making a further reduction in the sums due...**"

CONTRAST the above two letters with what she wrote in her [28 Oct 03](#) notes: "...they had originally sent her [a demand for £14,400](#) which it now seemed was an incorrect figure"

See also: my [19 October 2003](#) Witness Statement ([I sent to McLean on 19 Oct 03](#) i.e. before the 28 Oct meeting); [London LVT](#) which McLean attended on the last day of the hearings – and had obtained a copy of the [LVT report](#) by the time of the 28 Oct 03 meeting; my [16 March 2004](#) complaint to the Law Society against McLean and Twyman, I had preceded with a [12 December 2003](#) complaint to [Piper Smith Basham](#); [West London County Court](#); My Diary [22 Nov 08](#) for the fraud that took place, etc.)

1.2 "...Defendant=s liabilities under this claim" and "...to which this claim relates"

As drafted, I viewed the Consent Order as leaving the door wide open to Ladsky to come back and ask me for another "Major works contribution", and so on, and so on – not that it stopped him from doing that (see the [fraudulent claim](#) filed against me by [Portner and Jaskel](#) in [West London County Court in 2007](#) – and my [3 Jun 08](#) Witness Statement that led to a [6 Jun 08](#) Notice of Discontinuance of "ALL of the claim" against me; My Diary [13 Jul 10](#) for another fraudulent 'service charge' demand).

Firstly: NO. I did NOT owe this sum (see e.g. my [7 Nov 03](#) letter to Twyman; [London LVT # 4](#); my [15 Jul 03](#) letter to [District Judge Wright, WLCC](#); [Brian Gale](#)).

Secondly, this is VERY DIFFERENT to what was agreed at the 28 Nov 03 meeting.

Under point 29(7)(ii) of his [9 Jun 04](#) reply Gallagher wrote that what had been agreed was "To tweak the offer by stipulating that it was in full and final settlement of NKDR's share of the totality of the costs of the major works "

As can be seen this is NOT what he wrote.

In the 29 Nov 02 claim, the sum for the works is described as "Major works contribution". It meant that [Ladsky](#) could come back and make another demand – a point that I and my surveyor emphasised during the 28 Oct meeting – as evidenced by [McLean's notes](#). They KNEW that this was the plan - hence the wording of the consent order that left the door wide open to Ladsky to do this.

Further evidence:

(1) Whereas Ladsky accepted Gallagher's consent order with open arms, from the time I took back control of my case in [Dec 03](#), I battled with [CKFT](#) for a further six months before [finally getting endorsement of 'my' consent order](#);

(2) As can be seen in the [transcript](#) of the 28 May 04 hearing – (I was 'very conveniently' made to miss by [West London County Court](#) (pt #13)) – [Ayesha Salim, CKFT](#), says: "The consent order that she submitted has included works that may possibly take place in the future to the property and not just the amount that is claimed within this claim". 'Helpfully', the judge who said to have NOT read filed documents, offered to have the action against me 'stayed' (open to further proceedings) - as can be seen in the [court order](#) of that date.

(NB: As he could not use the consent order against me, three months after it had been endorsed by [Wandsworth County Court](#), [Ladsky](#) asked [Martin Russell Jones](#) to send me a [21 Oct 04](#) invoice for...yes, you guessed it: £14,400 – i.e. the original demand of [17 July 02](#) that was used for the [29 Nov 02 WLCC claim](#). Hence, as though: he had not made me an "offer"; I had not [accepted it and paid it](#). Knowing that it was fraud, I ignored it. It led to another 'demand' three weeks later, dated [16 Nov 03](#), this time for £15,879. I, likewise, ignored it)

2 Stan Gallagher's "[Draft Notice of Acceptance](#)"

2.1 "...your client=s claim, as adjusted to take account of the LVT=s determination remains proceedings..."

As I pointed out under pt 73 of my [29 Aug 04](#) reply to him, that's the ONLY comment Gallagher makes about the London [LVT report](#) that is based on hearings during which **£500,000 of the £736,000 demanded** 'by' [Joan Hathaway, MRICS, MRJ](#), in 'her' [15 Jul 02](#) letter – **was considered "unreasonable"** ([LVT # 4](#)) ...

...thereby, YET AGAIN, FAILING TO IMPLEMENT WHAT WAS AGREED DURING THE MEETING.

As can be seen from [McLean's notes of the 28 Oct 03](#) meeting with [Stan Gallagher](#) - it was **agreed** that **the reply would state:**

"...that we were not happy that the specifications remain unchanged and [the LVT](#) had [commented on the same fact](#), there had been no re-tendering of any sort, the matter had stayed with the same contractor etc etc..."

In my [26 Nov 03](#) letter to McLean I repeated the fact that the content of the "Notice" was **not** as had been agreed at the 28 Oct 03 meeting, and wrote:

"I am not endorsing a reply that does not in any way challenge the [offer letter](#) which starts with the claim that Steel Services considers that "it is entitled to payment from me of the sum of £10,917.21". This is simply not true. Steel Services is not entitled to ask this amount from me – and it knows this perfectly well. My position is based entirely on the decision of the LVT... As it stands, even its offer of £6,350 represents an overcharge of £1,735.74 ([my reply of 7 November](#))..."

... I therefore demand that – as was agreed at the meeting – the point is made in the reply...

*...given the above standing points: **no, I am not agreeing to the signing of the consent order**"*

Following my [5 Apr 04](#) complaint to the Bar Council against Gallagher, in relation to this point, in his [9 Jun 04](#) reply, under point 58, he wrote:

"The acceptance letter did not include a reference to the inadequate specifications of the major works...there was no need to get into a criticism of the inadequate way in which the works had been specified or tendered"

(NB: UNBELIEVABLE! Evidently, in Gallagher's book "there is no need" to hold against the landlord the fact that he breached numerous statutes.

And, evidently, he likewise does not consider the fact that the landlord was found to be making a fraudulent demand of £500,000 as worth taking into consideration in replying to the landlord's "offer"

I wonder if Gallagher kissed Ladsky's feet when he made the deal with him)

(See additional detail below under '3 Other points')

In my [23 Nov 03](#) letter to McLean I highlighted that "Evidently,... [an] 'off-line' conversation has taken place post the 28 October meeting in relation to Mr Brock's highly significant key conclusion – namely that Steel Services has not addressed any of the lack/insufficient specification identified by [the LVT](#) in their [June report](#) (items amounting to £144,745.87) – as the reply totally omits any reference to this. Yet again, I am asking the question: why was this left out?"

2.2 "...vulnerable to a number of technical defences of merit arising out of the terms of the lease...the absence of due compliance with the service charge certification provisions prescribed by the lease"

That's ALL Gallagher has to say about MAJOR breaches of covenants in my lease – that are critical in the response to the [21 Oct 03 "offer"](#). Of course: 'best to not be specific so as to not upset the 'Lord and Master, [Andrew Ladsky](#)'.

(See additional detail below under '3 Other points')

2.3 50% of the Notice is padding by – contrary to what had been agreed - discussing the rateable value and arbitration clause

This relates to his points #2 and #3 in the notice.

I viewed this as unobjectionable padding - to fill up the page. In my [26 Nov 03](#) letter to McLean I repeated that the content of the "Notice" was **not** as had been agreed at the 28 Oct 03 meeting.

It was agreed at the 28 Oct 03 meeting that Gallagher's views on the rateable value and arbitration clause in [my lease](#) would **NOT** be included in the reply – see [28 Oct 03](#) notes:

"Counsel said there were various matters we could raise. Whilst those were arguments that we could run he thought that the likelihood of success would be limited"

3 Other points

3.1 Other comments by Stan Gallagher

In reply to my [5 Apr 04](#) complaint against him to the Bar Council Stan Gallagher boasted, under pt 78 of his [9 Jun 04](#) reply that *"the strategy that I advised on worked: the tweaked offer was accepted"*

Obviously [Ladsky](#) was very keen to have the consent order drafted by Gallagher endorsed by the court - as evidenced by [Ayesha Salim's](#) letter of [19 Nov 03](#) to [Piper Smith Basham](#) *"...endorse the draft Consent Order. We shall then submit it to the Court."*

As I stated under pt 52 of my [25 Mar 05](#) reply to the Bar Council: **"There was no 'tweaking' - as he just said 'amen' to everything. Of course his reply was received with open arms"**

In his initial reply of [9 Jun 04](#) to my [5 Apr 04](#) complaint against him to the Bar Council, Gallagher most vehemently re-asserted his position e.g.

- *"it was unrealistic for NKDR to seek an order for costs in her favour (NB: my [7 Nov 03](#) letter): **each party paying their own costs (to the date of the offer) was as good an order on costs as NKDR could possibly get"** (pt 66)*
- *"**The balance of risks on costs was not finely balanced, it was all against NKDR and my advice reflected that**" (pt 67)*
- *"**NKDR is virtually certain to lose if the claim went to trial and costs would be awarded against her and certainly would not be awarded in her favour**" (pt 63(1))*
- *Consequently, that he **"and Ms McLean saw the offer, with its terms that each party pays its own costs as offering something of a life-line that NKDR would be ill advised not to accept"** (pt 49)*
- *"Having reconsidered this conclusion for the purpose of preparing this response, I do not resile from in any way" (pt 49)*

Should I stubbornly persist with my position, going against my 'advisers' recommendation, **I would be made to repent / learn my lesson:**

- *"In the likely event that the defence fails, render a final bill for the costs of the litigation and remind the client that the disastrous outcome was in accordance with the original advice given" (pt 66)*

Why did Mr Gallagher hold this view? Because he **"did not view that there was a technical defence of merit to the claim"** (pt 29(5))

- He regarded the LVT determination as **"a mix bag"** (pt 21, [9 Jun 04](#) reply).
- As a result my challenging his comment in my [29 Aug 04](#) reply (pt 72) by stating *"Given that the LVT determination is the crucial element in the resolution of the dispute, isn't it rather telling that, out of his 29 page reply, it is the only comment that Mr Gallagher has made about the LVT determination?"*. In his second reply of [11 Oct 04](#), he wrote: *"I accept that the outcome was a significant reduction in the amount due from the tenants" (pt 8)*
- He also wrote (pt 4(1)), *"At the time I did not consider that the course of the proceedings before the LVT was likely to carry much, if any, weight on the question of costs in the county court proceedings"*

In my [25 Mar 05](#) reply to the Bar Council, under pt 38 I wrote: "At the time". I read this as an admission that Mr Gallagher had not acknowledged the evidence supplied to him. (Which is obvious). I draw your attention to the Bar Council Code of Conduct "303 (a) and (b) and 5. Conduct of work - 5.2."

'Evidently', Gallagher did not perceive a 70% reduction of £500,000 (see [LVT # 4](#)) as "likely to carry much, if any weight on the court proceedings" (see my website page on [Gallagher, pts # 3.a.2 and # 3.a.3](#))

- He held against me the fact that I had refused opportunities to strike a deal: "consider the fact that NKDR had not accepted previous invitations to attend discussions on settlement in the light of the LVT determination" (pt 66, [9 Jun 04](#)); "[I] expressly rejected CKFT's offers of a round table." (pt 15) (NB: see [Business model # 23](#) for the salvo of threatening, bullying letters I received from [Lanny Silverstone and Ayesha Salim, CKFT](#))

In other words - aside from the fact that Gallagher evidently endorses landlords trying their luck at fraudulently getting money from leaseholders by filing fraudulent claims against them, and then making "offers" if their tactic failed:

- He held against me the fact that I had obeyed - for as long as I could - the instructions given to me by the [London LVT](#) at the [29 Oct 02](#) pre-trial hearing to **NOT pay** (see [pg 5 of the booklet](#) we, leaseholders, were handed at the hearing - the Court of Appeal case, Daejan Properties v LVT) the 'service charge' UNTIL the tribunal had issued its determination – AND it had consequently been implemented. (It NEVER was implemented). (I replied to this to Gallagher under pt 13 of my [31 Oct 04](#) letter)
- The fact that I have moral principles and integrity that prevented me for striking a deal on terms other than those specified in my lease - and as per my statutory rights.

Also:

- He FALSELY maintained that my surveyor had "demonstrated" (his 17h09 email of [12 Nov 03](#)), which he then changed to, equally falsely: "had said that the offer could not be bettered" (e.g. pt 66, [9 Jun 04](#)) I was able to demonstrate (with evidence in support) that it was impossible for him to have said this and ended-up contacting my surveyor who concurred with me. (Note e.g. [McLean's notes](#) of the 28 Oct 03 meeting: "Tim Brock said that the offer seemed to be a good one" – as well as the follow-on notes)
- He held against me the fact that I "had only paid £2,255, it must be accepted that she is on risk for C's [NB: Claimant's] costs at least down to this figure at trial" (17h09 email of [12 Nov 03](#))
- He repeated this on a number of occasions, including under pt 8 of his [11 Oct 04](#) reply "However, significant service charges remained payable and no payment into court or other offers to settle had been made by Ms Rawé. Hence my analysis that Ms Rawé was vulnerable on costs"

Consider as well that under pt 23 of his [9 Jun 04](#) reply Gallagher had taken pains to highlight that he was writing a book on litigation in the LVT – in other words aiming to communicate that he is an authority on this matter. (He was indeed writing a book, '[Leasehold Valuation Tribunals: A Practical Guide](#)' which states that it "Sets out all the powers, responsibilities and jurisdiction of the LVT". While I have not read it, this suggests that he ought to know "the jurisdiction of the LVTs".

- Gallagher also brought to the fore that "summary judgement had already been entered on part of the claim" (pt 66, [9 Jun 04](#)). **It was NOT a summary judgment – but a fraudulent summary judgment application by Ayesha Salim, CKFT to bully me into paying what her criminal client Ladsky wanted– and IT FAILED.**

In her [6 Aug 03](#) application she was asking for payment of [£10,917.27](#). What I agreed to pay (as a result of being put under pressure by Lisa McLean and [David Pliener](#), the barrister she had identified for the day, was [£2,255](#) – as evidenced by the court order. (See [West London County Court # 10 and # 11](#))

- Having "briefly considered whether there may have been an arguable breach of the statutory consultation procedure for "service chargeable" works under section 20 of the Landlord & Tenant Act

1985", Gallagher "concluded that the landlord had substantially complied with the statutory consultation procedure" (pt 3(2), [11 Oct 04](#))

(NB: Gallagher has a very unique definition of "substantially complying" – given that Ladsky's puppet's [Joan Hathaway, MRICS, MRJ](#), did NOT supply ANY costing with the [15 Jul 02](#) demand – as evidenced by what took place at the [London LVT](#), including letters sent by other leaseholders – [LVT # 8.1.2](#))

Contrast Gallagher's above comment with what he had previously stated (pt 58, [9 Jun 04](#)): "The acceptance letter did not include a reference to the inadequate specifications of the major works"

- Under pt 6 of his [11 Oct 04](#) reply: "**I accept that it is possible that given the level of the sums disallowed by the LVT and the criticisms that could be made about the landlord's conduct, a court may have been persuaded to make no order for costs**". (NB: Compare this with his above scare tactics at the time of the reply)
- He continues: "However, my assessment was that there was no realistic chance that the landlord would be ordered to pay any of Ms Rawé's costs: particularly as Ms Rawé had rejected the previous offer of a round table discussion". (NB!!! Yet again, holding against me the fact that I was complying with the directions given to me by the London LVT)
- He added: "In these circumstances I remain of the opinion that the landlord's offer of a compromise on terms that there be no order for costs was a life-line for Ms Rawé" (NB!!!)
- In relation to stating in my [7 Nov 03](#) instructions that I wanted to be supplied with the 2002 year-end accounts, Gallagher's reply in his 17h09 [12 Nov 03](#) email was "Similarly, adding conditions for the disclosure of the accounts... can only complicate matters further and jeopardise the prospects of compromising the claim on realistic terms" (NB: UNBELIEVABLE!)

My not being supplied with the accounts was a breach of the covenants of [my lease](#) (by then 10 months had passed since the year-end for the accounts), as well as breach of statutory requirements, as emphasised by [Kensington & Chelsea housing](#) in its [section 21 request of 25 Jun 04](#) to [MRJ](#). The letter also highlights that non-performance results in committing a criminal offence.

- In reply to my complaint that I should have been provided with the accounts, and that in the notice of acceptance he wrote, the only reference made to the terms of my lease reads "The absence of due compliance with the service charge certification provisions prescribed by the lease", Gallagher replied (pt 55, [9 Jun 04](#)): "the more vaguely this argument is presented, the better". My reply to Gallagher was "For whom?" (pt 123, [29 Aug 04](#))
- Under pt 136 of my 29 Aug 04 reply, I asked: "Was Mr Gallagher acting for me or the other side?" to which he, of course, took objection "If para 75 of the response implies anything improper on my part, I strongly deny the implication" (pt 9, [11 Oct 04](#))

(Note that at the 28 Oct 03 meeting I kept trying to raise the issue of breach of covenants in my lease – which both Gallagher and McLean kept ignoring – as I report under pt 26 of my [5 Apr 04](#) complaint to the Bar Council against Gallagher, and under pts 23-27 of my [16 Mar 04](#) complaint to the Law Society against McLean and Twyman – in which I report several letters to them asking to consider my lease)

3.2 An unbelievable amount of bullying, intimidation and tormenting took place in an attempt to coerce me into endorsing Gallagher's "draft consent order and notice" (as I reported in e.g. my [17 Jun 04](#) letter to the Law Society)

Great emphasis was placed on the threat of my being liable for costs if the matter proceeded to trial e.g. pts 31-34 of my [16 Mar 04](#) complaint to the Law Society against McLean and Twyman).

The reply to the [21 Oct 03 "offer"](#) had to be sent by 13 Nov. By 'coincidence', Lisa McLean was away "on holiday" (e.g. her letter of [21 Nov](#)) during some of the days before the deadline for reply, 'conveniently' leading Richard Twyman to take over.

- 6 Nov 03 - I left a message on Twyman's voicemail around 13h00 to let him know that I would have [my reply](#) hand-delivered to him first thing the following day – which I did. This left five working days to the deadline of 13 November.

In my instructions of [7 Nov 03](#), I stated that [Steel Services](#) ought to pay for my costs (a view endorsed by another solicitor I saw after the 28 October meeting). Gallagher's opinion was *"I can only repeat my advice and that of Ms McLean that that if this offer is not accepted and the matter proceeds to trial it is virtually certain that the claimant will beat it and Ms Rawé will be ordered to pay the Claimant's costs"* (his 17h09 email of [12 Nov 03](#))

- 11 Nov 03 – Without any contact from Twyman, I phoned him to ask about the status of the situation. He was extremely curt with me and refused to discuss my reply - other than say *"you have rejected their offer"*. When I tried to explain, he said that he did not have the time to discuss. He said he had just sent my letter to Gallagher and *"hope that he will have the time to look at it"*.
- 12 Nov 03 – I tried to speak to Twyman and was told that he was *"out of the office all day"*. I tried to speak to his secretary. I was told that she was *"unavailable"*. I left a message asking her to phone me back. She did not.
- 13 Nov – 9h11 - Day of the deadline for replying. Being totally in the dark, I opt to send [a fax](#) to Twyman and Gallagher at 9h11 in which I repeat previous points I made, including re-iterating that I want to see the documents before they are sent, as well as included my desk research findings about Pt 36 offers.
- 13 Nov – 08h40 – Having switched on my computer, I see that Twyman had sent me an [email at 08h40](#): *"Dear Madam, Please see urgent advice attached. May we please have your clear and unequivocal answer - will you accept their offer as advised or do you wish to refuse it? This must be dealt with today"*.
- Hence, Twyman gives me this ultimatum in the context of the fact that, during the preceding 4 working days during which he has had my letter of [7 Nov 03](#), he has point blank refused to discuss my reply.
- 13 Nov – 10h12 – Gallagher sends a [10h12 email](#) to Twyman on which he copies me. He says that he has looked at my fax sent earlier on that day, and that: *"the terms of response that Ms Rawé sets out in her faxes do not constitute a realistic basis for settling the claim and will not be accepted by the Claimant"; "that the point of making an offer is not to debate the issues in dispute, but to set out a realistic basis to compromise the claim and (if the claim is not settled) to protect the litigant's position on costs"*; (NB: Obviously, it **does NOT matter** that the claim is FRAUDULENT). He goes on to state: *"I need those instructions by midday today if I am to do anything today as I have other commitment this afternoon"*
- 13 Nov – mid-morning – I spoke to Twyman after, blaming him for this last minute rush by failing to take action following my 7 Nov letter, as well as ignoring my voicemail messages. He angrily replied *"when was it that you met with Counsel?"* and asked whether I thought he had nothing else to do other than deal with my case.
- I am now in a state of extreme stress and anguish:
 - (1) I have a solicitor who is refusing to talk to me – (and has done so throughout)
 - (2) I have a barrister who, in his email of the [previous day](#), misrepresented events, as well as overlooked facts which I believe are highly material
 - (3) In his [10h12](#) email Gallagher talks of a *"counter-offer"* but: (i) I do not understand what this means in practice; (ii) Twyman does not want to discuss this with me; (iii) the impression he and Gallagher are giving me is that it could have very serious consequences for me if I were to opt for this option
 - (4) I must get on with my work rather than spend my time on personal matters. (It happens to be a particularly demanding day for me as I am making a presentation in the afternoon)

Although I have all these reservations, I am reassured by the fact that in his [10h12](#) email, Gallagher wrote: "...accept the offer, subject only to the possibility of tweaking it as discussed in conference..."

- 13 Nov – Bearing in mind that I am at work and cannot take time off (a fact on which Twyman was very clearly relying), I manage to take a few minutes to send a [12h26 email](#) to Twyman and Gallagher stating that: "...I find some of the comments difficult to reconcile with events/facts, and I am perplexed by the view on Steel Services' offer: "it's not strictly a Part 36 Offer" (because of the clause on costs) yet, later on you state that "it is virtually certain that the claimant will beat it" i.e. treat as a Part 36 Offer. Although my views and wishes as to what 'should be said' and 'should happen' remain as expressed in my communication of [7](#) and [13](#) November - I am accepting your advice: to accept the offer - as you have extensive experience of handling this type of cases on behalf of lessees rather than landlords. Can you please thus, be kind enough to draft a reply for my review - with the 'tweaking' you detailed."

The follow-on events:

- **I did not hear anything until 15h32** when Gallagher sent a [15h32 email](#) to which he attached the [draft notice](#) and [draft consent order](#) (evidently, the "commitments" he mentioned in his [10h12 email](#) did not prevent him from doing that).

To put me under pressure and prevent my being able 'to digest' the documents, he FALSELY claimed in his email that they had to be sent to CKFT by 16h00. (It only applies to courts).

- Having barely started to read the documents (imagine that I could have been in a meeting), I get a [15h53 email](#) from Twyman stating "I confirm safe receipt of Counsel draft and will be sending it to the other side as drafted save with removal of brackets at the end of the letter as he has advised in the next 10mins or so"

In other words: **Twyman allowed just 21 minutes - while I am at work - for me to look at two documents I had NOT seen before** – documents that are highly critical to me. Please note that on three separate occasions, over a 5-day period ([7 Nov 03](#), 13 Nov 03 [9h26 fax](#) and 13 Nov 03 [12h26 email](#)) I had stressed that I wanted to review the reply before it was sent.

- Given the unbelievable pressure under which I was placed (see [My Diary](#)) (I was making a presentation), the best I could manage was to handwrite the following on the documents:
 - On the consent order, having circled the word 'interest': "On 28 October: Mr Gallagher said 'no' because works had not started"
 - On the notice: I queried "save as to costs" and wrote "+Non-compliance with section 20 for some items, as a consequence of which the LVT was unable to take a decision"

As you can see, because of the pressure under which I was placed during the last 24 hours to the deadline for the reply, I had relinquished on one of my key objectives: [getting my costs back](#).

- I faxed the documents to Twyman and Gallagher [at 16h29](#) - in other words, within less than one hour of receiving them.
- The next day, 14 Nov 05, Twyman sent me [an email](#) at 15h57 to which he attached a letter stating:

*"I sent you an email yesterday regarding transmission of Counsel's draft indicating that the same would be sent by approximately 4pm. In accordance with that direction **understanding this to be your instructions (NB: !!!)** the same was sent at that time. Over an hour later I received a telephone message on my voicemail system when I was in another meeting indicating that you wanted your "comments" incorporated. **At 5.37pm a fax was received here with comments on it which on the face of them are inconsistent with a request for inclusion in any event.** If you wish to take this matter further please let me know. **Had we waited beyond 4.30, usual close of business time** it would been open to the other side to indicate that the offer had not been accepted. Please liaise with Lisa McLean on her return on Monday"*

As explained earlier: **what Twyman sent was definitely NOT my instructions.**

Also, as I pointed out to Piper Smith Basham in my [2 Dec 03](#) and [24 Jan 04](#) letters (pts 3.26 and 27 respectively) **Twyman LIED** by claiming that I faxed him the draft documents with my comments at 17h37.

Evidence (as captured under pts 78-83 of my [16 Mar 04](#) complaint to the Law Society against Twyman and McLean):

- To send the '[16h29](#)' fax I used the same fax machine I had used in the morning to send my '[9h11](#)' fax to Gallagher. While this fax recorded a time of 10h11, at [10h12](#) Gallagher replied to my fax.

Hence, in the space of precisely one minute, Gallagher would have had to: collect my fax from his fax machine; read it; compose a relatively lengthy email (293 words to be precise); send it.

Note also that relative to his email of [13 Nov 03 at 15h53](#), in his above email letter of 14 Nov 03, Twyman has also changed the time of the deadline he deemed to be "*necessary to adhere to*" from 16h00 to 16h30.

(See My Diary [from 4 Nov 03 to the end of the year](#). This was a continuation of what had happened during - and since the 28 Oct 03 meeting - see [Piper Smith Basham # 6.1, # 7.6 - # 7.9](#) and [Stan Gallagher](#)) (and indeed, a continuation of what had been taking place since Sep 03 - also in [My Diary](#) and [my complaint](#)).

In her [18 Nov 03](#) correspondence McLean told me that the reply had not been sent (and changed that in her [21 Nov](#) letter). I replied on [20 Nov](#) relating events, and reiterated some key points.

In my [26 Nov 03](#) fax to her I wrote: "***I am not endorsing a reply that does not in any way challenge the offer letter. It was your firm's responsibility to ensure it was captured in the letter and it is now your firm's responsibility to ensure that it is.***"

(In **THREE subsequent letters** Piper Smith Basham continued to insist that I had agreed to the reply, as evidenced by McLean's letter of [12 Dec 03](#) and [21 Jan 04](#) and that of Skuse, dated [18 Dec 03](#) - without, of course, providing any evidence in support).

On [2 Dec 03](#) I sent, what I viewed, as a very conciliatory letter to Piper Smith Basham Managing Partner, **Richard Berns** and **Ian Skuse**, Complaints Officer, stating "*My objective in writing to both of you is to ensure that the matter is rightfully resolved, in a professional manner*".

Lack of contact, led me to courier and fax a [12 Dec 03](#) letter addressed to McLean, and cc'd to Berns and Skuse, highlighting the fact that I had not received a reply to my above letter; that her [1 Dec 03](#) letter to [CKFT](#) did not address my request, and to redo the documents and send them to me for review.

I also asked that she faxed me '[Steel Services](#)' Witness Statement - because: (1) in her [27 Oct 03](#) letter to CKFT she had given that date "*for exchange*" (even though the [26 Aug 03](#) court order stated 20 Oct 03 for exchange); (2) she confirmed this to me in her [3 Nov 03](#) letter. **Of course, what actually took place is that my Witness Statement had been sent to CKFT on 20th October - which led to the [21 Oct 03](#) "offer". What a 'mafia'!**

In her [12 Dec 03](#) reply McLean wrote: "*One final point to make is that whilst there is a current complaint against me personally and the firm **it would not be appropriate for me to continue acting for you, our relationship having broken down***". (She was referring to my [2 Dec 03](#) complaint to Berns and Skuse) (NB: This was their [18 Dec 02](#) reply; I replied on [24 Jan 04](#); and got a [30 Jan 04](#) reply)

While in her [21 Jan 04](#) letter (i.e. **six weeks later**), McLean wrote: "*There is also of course the outstanding issue of the concluded agreement. **Once again if you wish to discuss the matter with me at** (sic) **the telephone I am happy to do so***" Contrast that with her [12 Dec 03](#) letter, above!

What happened between the two letters is that, in [mid-Dec 03](#), I decided to take back control of my case and sent my '**own**' version of the Notice of Acceptance to CKFT on [19 Dec 03](#).

McLean's (et.al) strategy had backfired (as I captured under pts 3.4, 103 and 104 of my [16 Mar 04](#) complaint to the Law Society against McLean and Twyman). Indeed, I view the 12 December letter as an attempt to bring me 'back into line' by withdrawing support - and thereby cause anxiety, fear and distress...

...and the **21 Jan 04 letter was a 'last ditch attempt' at concluding the deal she had with Ladsky.**

As to [Ayesha Salim, CKFT](#), she allowed one week after McLean's letter of 21 Jan to see what would happen – at which point she sent me a [27 Jan 04](#) letter stating "***We have now located two of your letters dated 19 December 2003***" i.e. **5 weeks later!** (As can be seen from my [19 Dec 03](#) letter, I sent it by 'special delivery' and it was delivered the following day). Note also that lack of response from CKFT had led me to use a solicitor to resend, on [16 Jan 04](#), a copy of my 19 Dec 03 correspondence.

My conclusion on these events is that **my taking back control of my case had 'thrown a spanner in the works', upsetting the game plan** - and resulted in considerable disarray among [Andrew Ladsky's](#) corrupt, extremely cruel, vicious, sadistic, morally depraved 'troops'.

As you can see, in my [19 Dec 03](#) correspondence I **agreed to the terms of the "offer"** - except payment of interest (£143) - **and included full payment with my reply**. Consequently, with the [previous payment](#), I paid a total of **£6,350 which, legally, I did NOT owe**.

Clearly, I did not consider that this reply gave me the justice and redress I believe I deserved. However, as I stated in my letter, I did this "*for the sake of bringing this dispute to an end*". (Note that Gallagher also wrote this on pg2 of his "[draft notice](#)")

After my horrendous and extremely traumatic experience with the [London LVT](#); [West London County Court](#); [Wandsworth County Court](#); [Lanny Silverstone and Ayesha Salim, CKFT](#); [Joan Hathaway, MRICS and Barrie Martin, FRICS](#), [Martin Russell Jones](#); [Brian Gale](#); [Lisa McLean and Richard Twyman](#); [Stan Gallagher](#), added to, among others, my experience with [Kensington & Chelsea police in 2002 and 2003](#), and higher up the chain – what I wanted to do was to run away from this country as fast as I could – NEVER to return – as it no longer was the country I had fallen in love with, and decided to make my home (including taking the British nationality).

Well, the [criminal](#) vermin I am dealing with, led by [Andrew Ladsky](#), decided otherwise – as referred to earlier on, by continuing to send me fraudulent demands, as well as by filing another FRAUDULENT [claim](#) against me in 2007 ([Portner and Jaskel](#), including pt 31, re the [6 Jun 08](#) 'Notice of Discontinuance' of "*ALL the claim*" against me; [West London County Court](#))...

...under the banner of R E T R I B U T I O N – for my 'daring' to stand-up to them.

See [my site, home page](#) for an overview of events, and My Diary 2011-Introduction: [residential leasehold = concentration camps](#).