

Court Manager
West London County Court
181 Talgarth Road
Hammersmith
London W6 8DN

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

2 October 2007

(By 'Recorded Delivery')

Ref: West London County Court claim, **7WL 00675**, dated 27 February 2007

Dear Madam / Sir

I have received the attached "*Defence to Counterclaim*", dated 26 September 2007, from Portner and Jaskel. This is my reply which I would like you to forward to a Judge.

1 Claim that my 12 September 2007 'Defence and Counterclaim' "contains no counterclaim"...

Point 2 of the Claimant's "*Defence to Counterclaim*": "*The Claimant contends that the Defendant's Defence and Counterclaim contains no counterclaim*"

Point 5: That under paragraph 13 of my document I "*refer to [my] pleading as a Defence*". Furthermore that "*The Defendant does not assert in her pleading that the document is a counterclaim (save in the title and statement of truth) and furthermore does not plead any counterclaim at all*"

...and Claim – as I understand it - that, contrary to my interpretation of WLCC's Order of 24 August 2007, I cannot file a document containing a 'defence and counterclaims'

The 24 August 2007 WLCC Order reads "*2. Defence & Counterclaim to be filed by 14 September 2007*"

Point 4 of the Claimant's "*Defence to Counterclaim*" states: "*Notwithstanding the bare words of the typed court order, the Claimant contends that the court granted the Defendant permission to file a Defence and Counterclaim, one of the two, or neither*"

1.1 The Claimant has overlooked a fourth instance of my stating 'Defence and Counterclaim'

While I have, through oversight, omitted the word 'counterclaim' in paragraph 13 of my document, the Claimant has, for its part, overlooked the fact that (in addition to the title, and two statements of truth), I have stated "*Defence and Counterclaims*" on a fourth occasion, under heading 10, paragraph 158:

"In view of her Defence and Counterclaims, the Defendant highlights her intention to seek her full costs on an indemnity basis, including interest, as well as compensation from Portner and Jaskel for the aggravation suffered"

1.2 Definition of 'counterclaim' and 'defence' from the Concise Oxford English Dictionary

Counterclaim: "*A claim made to rebut a previous claim; Law: a claim made by a defendant against a plaintiff*"

Rebut: "*Claim or prove to be false*"

Defence: "*The case presented by or on behalf of the party being accused or sued in a lawsuit*"

1.3 I view that, in my defence against the claim, I have made numerous counterclaims in the process of 'rebutting' the claims by 'proving that they cannot be true'

My first counterclaim is that the Claimant "*Roostock*"/Rootstock is **NOT** my lessor. My reasons for stating this are, I believe, very clearly and convincingly explained under paragraphs 17 to 50 of my Defence and Counterclaim – and amply supported by evidence.

I draw attention to what I wrote under paragraph 51: "*5.12 Although, in light of the above, the Defendant holds the view that the Claimant is not her Lessor, she will nonetheless address the detail of the charges*"

claimed - in the hope that the unbelievable mess will – somehow - be sorted and that she will finally get justice and redress”

The Claimant’s Particulars of Claim are made up of 40 distinct items i.e. what I consider as 40 sub-claims. As, in the process of defending myself, I ‘rebutted’ many of these claims, towards the end of my document, I opted to write, under paragraph 158, ‘counterclaims’ i.e. in the plural.

In ‘rebutting’ the sub-claims, I likewise stated my reasons, yet again, I believe, very clearly and convincingly, and supplied evidence in support of my position that the sub-claims cannot be true.

1.4 I can only state that the sub-claims ‘cannot be not true’, as I cannot put a monetary value to my counterclaims to the sub-claims due to, as I stated in my demand for transfer of the case to the Leasehold Valuation Tribunal, the need for specialist input

In my 12 September 2007 Defence and Counterclaim, in relation to the following groupings of sub-claims

- Half-yearly service charge in advance: £4,539.62
- Reserve fund contribution / Half yearly reserve fund: £1,130.60
- Balancing charge: £573.70

I wrote:

Paragraph 141, sub-heading 8.6.4: *“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”*

While, in relation to the electricity charges, I wrote under paragraph 149: *“Conclusion: the claimed electricity charges need to be reviewed”*

(In relation to the last component, ground rent, I queried the demand of £200).

In my 3 May 2007 Skeleton Argument in relation to *“contesting the court’s jurisdiction”*, I wrote, under paragraphs 12 and 13:

3. Request for transfer to the Leasehold Valuation Tribunal under Schedule 12 section 3 of the Commonhold and Leasehold Reform Act 2002

Request that the jurisdiction be transferred to the LVT as:

- (1) the claim relates to service charges under residential leasehold*
- (2) the Defendant disputes the claimed charges, in terms of amount claimed for items, as well as her share of these*
- (3) the case is linked to the Tribunal’s determination of 17 June 2003, LVT/ SC/007/120/02 (ref #992 on the LVT database) (supplied)”*

Towards the end of my document, I wrote, under paragraph 96:

“4.6.11 The specialist experience of the LVT in dealing with the above issues can help explore and resolve them”

When, at the 24 August 2007 hearing, I gave, as my reason for requesting a transfer of the case, the fact that the LVTs have specialists for addressing these particular issues, Deputy Judge McGovern replied that *“the court also has specialists”*. I have no idea what this means, as I am only aware of judges and, since August, of deputy judges.

In my Defence and Counterclaim of 12 September 2007, I wrote, under paragraphs 156 and 157:

“9. Considering the above issues, the Defendant highlights her concern that her application for transfer of the case to the LVT was refused

While a layperson, the Defendant has concerns that the above issues such as her true share of the service charges following the addition of several flats, fair and reasonable amount for various service charges, etc. can be resolved in the context of the WLCC forum.

Furthermore, as she pointed out in her 3 May 2007 Skeleton argument (under point 3), the case is connected with the 17 June 2003, LVT/ SC/007/120/02 determination”

In conclusion: having been denied my right of access to the LVT – which, I know from first-hand experience, is positioned to deal with the issues in the case – I cannot now be expected to give a monetary value to my counterclaims. I therefore await the input from the court’s ‘specialists’ referred to by Deputy Judge McGovern at the 24 August 2007 hearing.

2 Even if I were able to put a monetary value to my counterclaims, I do not know the entity/ies against which I should file the claim. There are five in total... and ‘might’ be more (?)

The Claimant has titled its document “*Defence to Counterclaim*”, and positioned it under Part 20.

Rule 20.3(1) states that “*An additional claim shall be treated as if it were a claim for the purposes of these Rules....*”

Part 7 – Practice Directions, 4.1 states, among others, that “*The title should state (3) the full name of each party*”

While I confirm my intention stated under heading 10, paragraph 158 (captured above), how could I possibly file a claim – at this stage of the proceedings – given that, among others, I do not know which entity/ies I should file the claim against?

Indeed, in addition to contesting the claim – with evidence in support - that “*Roostock*”/Rootstock Overseas Corp is my Lessor, I have highlighted the following in my Defence and Counterclaim:

2.1 Three names are mentioned on the Claim:

- “*Roostock Overseas Corp*” – as the Claimant
- Steel Services Ltd as the “*Landlord*” on the Particulars of Claim. These include for claimed charges up to 24 December 2006 i.e. seven months after Steel Services Ltd said to have transferred its title to Rootstock Overseas Corp (on 24 May 2006) (paragraph 43 in my Defence and Counterclaim)
- Sloan Development – mentioned in the file path of the claim, and for which there is evidence that it is associated with Jefferson House (paragraphs 33, 47 and 48)

As I asked Mr Ahmet Jaffer, Portner and Jaskel, in my 12 August 2007 letter: “*What is the connection between this multiplicity of companies?*” “*Which company/ies has/have the legal obligation to fulfil all the covenants stipulated in my lease?*” To which I will add: who is hiding behind these companies?

2.2 Furthermore:

- In spite of Steel Services Ltd being ‘apparently’ no longer connected with Jefferson House, the 1 March 2007 invoice I received from Martin Russell Jones, i.e. ten months after the 24 May 2006 transaction between Rootstock Overseas Corp and Steel Service Ltd – and two days after the current claim was filed - states the “*Landlord*” as “*Steel Services Ltd*” (paragraph 44)
- Steel Services Ltd has been described to a court, a tribunal, the Defendant (and other Leaseholders), as the “*freeholder*” for Jefferson House (paragraphs 45 and 46). Yet, during that time, Land Registry records stated the Freeholder as Jefferson House Limited – (this was still the case when I obtained a copy of the records in February 2006) (paragraph 46)
- At the end of 2005 / early 2006, a superior Headlessor was added: Lavagna Enterprises Ltd. As detailed under paragraphs 32 to 38 of my Defence and Counterclaim, Steel Services Ltd became a “*Lessee*” of Lavagna Enterprises Ltd and, in the process, lost control of the top floor of the block.

Thank you in anticipation of your forwarding this letter to a Judge.

Yours faithfully

N K-Dit-Rawé

Encls. Rootstock Overseas Corp’s “*Defence to Counterclaim*”, dated 26 September 2007
Cc. Mr Jaffer, Portner and Jaskel, 63/65 Marylebone Lane, London W1U 2RA (By recorded delivery)

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