

IN WEST LONDON COUNTY COURT

Claim
7WL00675

BETWEEN ROOTSTOCK OVERSEAS CORP / STEEL
SERVICES LTD

Claimant

And

NOËLLE Y S KLOSTERKOTTER-DIT-RAWÉ

Defendant

DEFENDANT’S WITNESS STATEMENT

MAIN POINTS

Subsequent note: Original version with the subsequent addition of hyperlinks to documents. I either listed these documents in my [6 May 2008](#) Standard Disclosure (and supplied copy of all to Portner and Jaskel on [21 May 2008](#) and [22 May 2008](#)), or they need to be added to the bundle – as per CPR 39 3.2

1 Introduction.....5

2 Events lead me to state that WLCC is not handling the case with consideration for the ‘Overriding Objective’ – a repeat of events with WLCC in 2002-2004 ..6

2.1 WLCC’s refusal of my 30 April 2008 application leads me to the conclusion that it is helping the Claimant take advantage of its own breach of covenants, as well as statutory requirements, in filing the claim against me. (A repeat of prior events with WLCC in 2002-2004)9

2.2 The Claimant has failed to reply to my 19 May 2008 Part 18 Request, further prejudicing my position9

2.3 The 30 April 2008 refusal is a continuation of events with WLCC since the filing of the claim in February 2007 11

3 WLCC falsely capturing that I “intended to defend part of the claim” offered the Claimant the opportunity to file an application for judgment against me and, following refusal, was used as a reason for cancelling the 8 May 2007 hearing..... 13

4 The second reason for cancelling the 8 May 2007 hearing was a very suspicious cheque received by Portner & Jaskel falsely claiming that it had been sent on my behalf..... 14

5 Ownership of Jefferson House by ‘paper’, offshore companies that are traded in monopoly board game style mean that, in breach of my statutory rights, at any one point in time, I do not know who controls my home..... 14

6 In breach of my statutory rights under S.5 of the L&T Act 1987, I was not informed of the change of ownership of 3 titles for Jefferson House – amounting to criminal offences under S.10A of the Act21

7 I have a £6,100 credit for the ‘major works’ that has not been acknowledged..22

7.1 The outcome of the 17 June 2003 LVT determination was a reduction in the global sum demanded of £500,000 – including the contingency fund

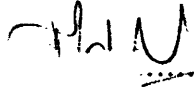
(which Steel Services took into consideration in its subsequent 21 October 2003 ‘offer’ to me).....	22
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14 Service charge demands – Total: £5,113.32	38
14.1 I have not been informed of the impact on my 1.956% share of the service charges of the addition of 4 flats to Jefferson House in 2005 – which breaches Clause 2(2)(c)(i) of my Lease	39

- 14.2 The ICAEW has confirmed that the accountants, Pridie Brewster, do not produce accounts in accordance with the terms of my Lease – making the service charge demands on which they are based ‘a work of fiction’40
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- 14.6 By means of a Consent Order, I am not liable for any of the legal costs relating to the 7 August 2002 LVT application.....46
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- 14.8 I refuse to pay any of Martin Russell Jones ‘management fees’ since 2002 due its blatant disregard of its obligations – as ‘agent for the landlord’ - under the terms of my Lease and statutory requirements - conduct it has supported through extensive deceit, fraud, blackmail, coercion and libellous tactics.....51
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- 14.15 2006 service charges – £1,629.04 – In breach of the terms of my Lease, I have not been supplied with the year-end accounts.....65
- 14.16 Reserve fund contributions / Half-yearly reserve fund – Total: £1,130.6068

- 15 I view the withholding of the year-end accounts as intended to prevent me from challenging them – and hence, the service charge demands – in the knowledge, from past experience, that getting a copy of the accounts will require that I go into endless battles..... 69
- 16 The electricity charges of £549.36 - £56.00 = £493.36 are a continuation of an ongoing 'rip-off' and need to be reviewed..... 70
- 17 Ground rent – Total £2,200.00 – I question £200.00 72
- 18 In filing the claim against me, the Claimant has very clearly taken advantage of its own breach of covenants and statutory requirements 74
- 19 The clear conclusion is that, while I do not know how much I owe - if anything - to whoever my 'Lessor' is - I am certain that I do *not* owe the sums claimed. And, considering the evidence contained in this Witness Statement, I am equally certain that I do *not* owe the £1,069.31 of interest, £250 court fee, and £100 of solicitor's costs claimed in the claim. 74

Statement of Truth

I believe that the facts stated in this Witness Statement are true.



Noëlle Yvonne Sylvie Klosterkötter-Dit-Rawé

Date: ...3... June... 2008.....

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

Ms N Klosterkotter-Dit-Rawé
[]
[]
[]

3 June 2008

(By 'Special delivery')

Ref: West London County Court claim, Rootstock Overseas Corp / Steel Services Limited
7WL 00675, 27 February 2007

Dear Mr Jaffer

MY WITNESS STATEMENT

Further to the 9 April 2008 Case Management directions issued by District Judge Ryan, West London County Court:

"Both parties shall, by 4pm on Wednesday, 4th June 2008, serve on each other the witness statements of themselves and of all witnesses (other than expert witnesses) on whom they intend to rely".

Please find enclosed my 3 June 2008 Witness Statement.

I will reply to your 23 May 2008 letter tomorrow.

Yours sincerely

N Klosterkotter-Dit-Rawé

cc. Letter only - Court Manager, West London County Court, 181 Talgarth Road,
Hammersmith, London W6 8DN



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