

## SEPTEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## NOVEMBER

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## JANUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## FEBRUARY

S	M	T	W	T	F	S
						1
2	3	4		5	6	7
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	



Respondent's arrest



Application for NMO & Occupation Order



Property Matter Only – Solicitor is being instructed



All the communication from Mrs. Walker



Mrs Walker proceeded with TOLATA application instead of waiting for my solicitor to respond to their letter before action



Christmas Holiday Office Closures

# FAO Ms Irene Spalletti - FLA proceedings, Undertakings and 92 Ollerton Road [HFC-HFC.FID176697] ↗

Da Sarah M Y. Walker il 2024-11-05 18:21

✉ Dettagli ⌂ Testo semplice ⏪ Scarica tutti gli allegati

- 📄 Letter to Irene Spalletti (2024.11.05) - FLA proceedings(3644489.1).pdf (~154 KB) ▾
- 📄 Letter to Irene Spalletti (2024.11.05) - Undertakings(3644490.1).pdf (~160 KB) ▾
- 📄 Letter to Irene Spalletti (2024.11.05) - 92 Ollerton Road(3644493.1).pdf (~174 KB) ▾
- 📄 Enclosures to letter regarding 92 Ollerton Road (2024.11.05)(3644492.1).pdf (~1,6 MB) ▾

Dear Mr Pennisi

Please see attached three letters, which I send for the attention of Ms Irene Spalletti.

Please confirm by return that you have forwarded the attached correspondence onto Ms Spalletti.

Yours sincerely

Sarah Walker

**Sarah M Y. Walker**

Senior Associate Solicitor

Hughes Fowler Carruthers  
Academy Court  
94 Chancery Lane  
London WC2A 1DT

Tel: +44 (0)20 7421 8383

Email: S.Walker@HFCLAW.COM

Web: www.hfclaw.com



Hughes Fowler Carruthers



Hughes Fowler Carruthers



Our ref: BJ.SW.bs.WAL023

FAO: Ms Irene Spalletti

By email: [info@mrpennisi.com](mailto:info@mrpennisi.com)

5 November 2024

Dear Ms Spalletti

**You and Alexander Walker – 92 Ollerton Road, London, N11 2LA**

I have been instructed by Alexander Walker in relation to your jointly owned property, 92 Ollerton Road London, N11 2LA (the “**property**”).

Now that your relationship has broken down, arrangements need to be made in relation to the property. I understand that despite the property being held in joint names, my client has contributed more to the overall costs of purchasing and renovating the property (around £222,000 vs your total contribution of around £202,000) and there is ample evidence to support this. Notwithstanding this, my client will agree for the equity in the property being split 50/50. He is making this proposal now in order to resolve matters swiftly and amicably and so as to avoid both of you incurring unnecessary legal costs.

While the quickest and easiest solution for my client would be for the property to be immediately prepared and marketed for sale (with the net proceeds to be divided), my client understands that you are attached to the property and that your preference is therefore to remaining living there. Accordingly in order to facilitate this, my client will agree to transfer the property into your sole name, provided that the following conditions are met:

- I. You pay to my client a lump sum of £213,020 by 4pm on 31 January 2025 in order to “buy my client” out of his share of the property. This is calculated as follows:

<b>Equity calculation</b>	
Estimated sale price (per Zoopla – details enclosed)	£903,000
Outstanding mortgage as at October 2024	-£506,960
<b>Total equity</b>	<b>£396,040</b>
<b>Lump sum calculation</b>	
50% of equity	£198,020

Additional lump sum*	£15,000
<b>Total</b>	<b>£213,020</b>

\*The additional £15,000 is to be paid to my client to compensate him for the fact that you will not be incurring any of the costs associated with selling the property, you will not be incurring any rent or stamp duty associated with moving house and the fact that you will be retaining all of the furniture and chattels. My client will of course incur significant costs associated with purchasing a new property and replacing his furniture etc.

2. From 1 December 2024 you shall discharge as and when each payment becomes due, be solely responsible for and in any event indemnify my client against:
  - a. all interest and capital repayments due in respect of the mortgage secured against the property; and
  - b. all sums due in respect of service charge, council tax, utilities (including but not limited to gas, electricity, water, internet and telephone accounts) and buildings and contents insurance premiums in respect of the property;
3. You shall procure the release of my client from any liability under the mortgage by 31 January 2025, and shall in any event indemnify him against all such liability, failing which the property will immediately be placed on the market for sale, with you and my client to have joint conduct of the sale. If the property is sold, then the chattels/furniture in the property will need to be divided equally by value by agreement;
4. Within 52 days of receipt of the lump sum referred to at point 1 above, together with satisfactory evidence that my client has been released from any liability under the mortgage, my client shall transfer his legal and beneficial interest in the property into your sole name; and
5. The costs of the transfer shall be borne equally.

This is a significant compromise on my client's part as given the amount of money and effort that has been spent on renovating the house, he would expect that the house would sell for more than £903,000 if it were marketed for sale today. You would of course be able to realise the property at a greater value and solely benefit from the increase in the property's value.

While writing I enclose a notification that my client has received from BT presumably because you are seeking to transfer the internet service into your name. Please can you arrange this forthwith? My client will cooperate as far as possible, but you will need to meet the early termination charge. I also enclose an invoice of £6,679.23 from the electrician. My client has already paid his share of this. Please arrange for the remaining sum of £6,679.23 to be paid directly to the electrician.

I understand that my client purchased a Samsung TV, which was broken during the renovations. The insurance replaced it with an alternative LG TV, which has a value of £1,299 (the relevant invoice is enclosed). My client intended to return this, but he understands that you have unboxed it and that you are now using it. My client will not seek any compensation for this on the condition that the above proposal is agreed.

Finally, I understand that you are in the process of unilaterally instructing builders/contractors to undertake works at the property without my client's consent. For the avoidance of doubt my client does not agree to any works being undertaken to the property without his prior written consent and insofar as you incur any costs in relation to this, he shall not be liable for the costs incurred by you.

Obviously if you do not accept this proposal then my client will need to consider what other steps need to be taken to ensure that the property can be sold, as his current living situation is not sustainable, and he needs to be in funds so that he can rehouse appropriately.

If agreed, then steps will need to be taken to formalise the agreement. I advise you to take legal advice on the contents of this letter. I look forward to hearing from you or your solicitor.

Yours sincerely



**SARAH WALKER**

Enc.

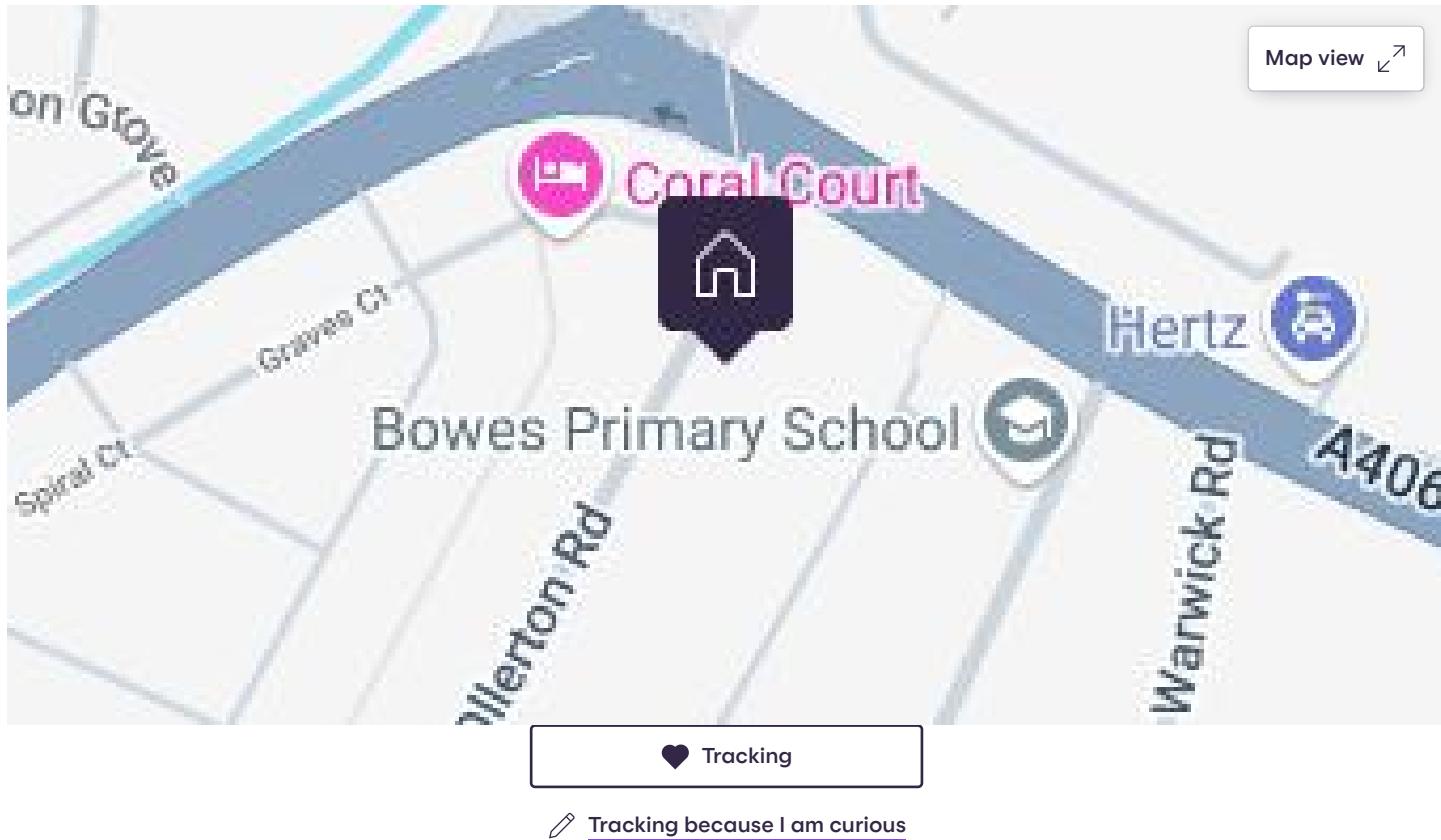
Currently off-market

This property is not for rent or sale on Zoopla.

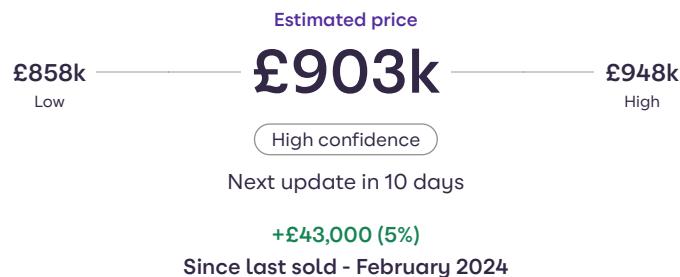
## 92 Ollerton Road, London, N11 2LA

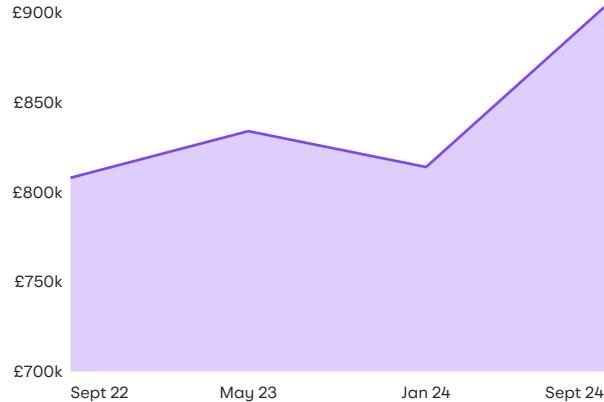
 Mid terrace house  4 beds  2 receptions [Something not right?](#)  
 Freehold  133 sqm  EPC rating: D  Just curious

[See how much I could borrow](#)



### Zoopla estimate





[See inside the estimate →](#)

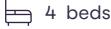
### Get a free agent valuation

We can put you in touch with an agent for a free, no-obligation property valuation.

[Book an agent valuation](#)

### Property timeline

Sold prices are provided by HM Land Registry and may take up to 6 months to appear.

<span style="border: 1px solid orange; border-radius: 50%; padding: 2px;">Sold</span>	<b>February 2024</b>	<b>£860,000</b> +£455,000 (112%)
<span style="border: 1px solid orange; border-radius: 50%; padding: 2px;">Listed</span>	<b>February 2013</b> 	<b>£470,000</b>
	   	<a href="#">See archived listing on Zoopla</a>
<span style="border: 1px solid orange; border-radius: 50%; padding: 2px;">Sold</span>	<b>November 2007</b>	<b>£405,000</b> +£78,000 (24%)
<span style="border: 1px solid orange; border-radius: 50%; padding: 2px;">Sold</span>	<b>March 2007</b>	<b>£327,000</b>

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## Remortgage calculator

### Property value

£903,000

### Loan size (60%)

£541,800

### Loan term

25 yrs



### Interest rate

5%

**£3,167** per month

How much could I save?

In partnership with HALIFAX

The calculator results above are not provided by Halifax and are only indicative based on a repayment mortgage product. The interest rate has been assumed to stay the same for the selected mortgage term. Repayments will be subject to the product provided and your circumstances. Your home or property may be repossessed if you do not keep up repayments on your mortgage.

## Join the UK's cheapest energy provider

Maximise savings on your energy bill when adding broadband, mobile and more to your plan. Plus, get up to £400 to help you switch.



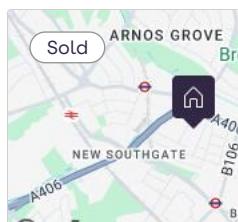
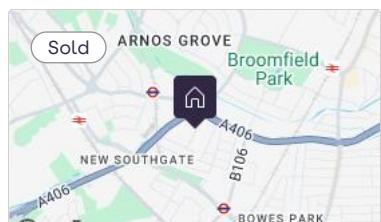
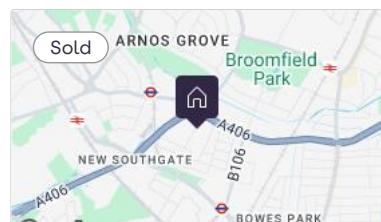
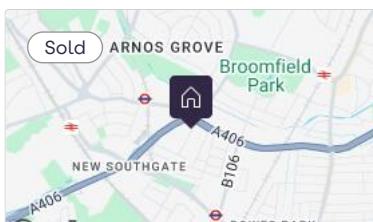
[Get quote](#)

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Cheapest energy when you add two other eligible bundle services. Terms apply. See [uw.co.uk](#)

## Properties sold nearby

[Map view](#)



3 1

87 Ollerton Road, London, N11  
2JY  
0.02 miles from this property

4 2 1

68 Ollerton Road, London, N11  
2LA  
0.04 miles from this property

3 1 2

65 Ollerton Road, London, N11  
2JY  
0.05 miles from this property

4 2 1

57 Stanley Road, Lo  
2LD  
0.07 miles from this p

## Properties for sale nearby

[Map view](#)



**£700,000** **Dexters**

4 2 2

4 bed property for sale  
Stanley Road, London N11



**£695,000**

A Smooth Move

3 2 1

3 bed semi-detached house for  
sale  
Bowes Road, London N11



**£132,000**

1 1 1

1 bed flat for sale  
Coral Court, Arnos Grove N11



**£325,000**

1 1 1

1 bed flat for sale  
Coral Court, Arnos Gi

[See all residential properties for sale in N11 →](#)

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Someone wants to take over your line ↳ Inbox



btcomms@info.bt.com  
to amlwalker

Tue, 3 Sept, 00:45



## A change to your services

Hello Alexander,

Another customer wants to take over the services at your address on 17-Sep-2024.

If you're not moving on this date, or expecting another customer to take over your line, we can cancel or amend the order and make sure your service isn't affected. Please call us on 0800 500 288 no later than 2PM one working day before 17-Sep-2024.

### Early termination charges

As you're still within the minimum term of your contract, you'll have to pay a charge for each month you've got left. We expect this to be £233.79 by the time you move.

### What happens next

If we don't hear from you, we'll end your contract and allow the transfer to the other customer. You'll then receive your final bill within seven days.

Please don't cancel your Direct Debit until we've taken the final payment. We'll do this automatically when the final bill is settled.

If you've got any other services connected on your line, we'll stop them when the service is taken over. Any mobile services you have with us will continue as normal.

### Moving home?

If you're moving home and haven't told us yet, call us on 0330 1234 150. The sooner you do that, the easier it is for us to arrange things for you.

## Brilec Electrical Services

**£6,679.23 GBP**

Due 9 Sep 2024

Invoice #: INV-1076

[View Invoice](#)

Hi Irene/Alex

Here's invoice INV-1076 for GBP 16,358.23.

This invoice is seriously overdue and I would appreciate it being settled promptly.

The amount outstanding of GBP 6,679.23 was due on 9 September 2024.

View your bill online: [https://in.xero.com/GDrFDhIrDOXC3vkJ1NUsFJ10251NJ\\_BxEpdDS72h](https://in.xero.com/GDrFDhIrDOXC3vkJ1NUsFJ10251NJ_BxEpdDS72h)

From your online bill you can print a PDF, export a CSV, or create a free login and view your outstanding bills.

If you have any questions, please let us know.

Thanks,  
Brilec Electrical Services

Description	Amount
Top floor Bedroom 5 x double sockets. 1 x usb double socket. ...	0.00
Mid floor Back bedroom 4 x double sockets. 1 x usb socket. 1...	0.00
Ground floor Porch 1 x point ready for sensor light. 1 x outsi...	0.00
<i>+ 5 more line items</i>	
<b>Amount Due</b>	<b>GBP6,679.23</b>

Delivery Only	FREE
 <b>1 x 2023 55" QN88C Neo QLED 4K HDR</b> <b>£879.20</b> <b>Smart TV</b> QE55QN88CATXXU Save £219.80 (Was £1,099.00)	
Serial number(s): 0F1Z3SEX100054 Delivery requested for: 09/02/2024	
Next or named day delivery	FREE

### Ordered item(s)

	<b>1x LG - OLED65B42LA 65" Smart 4K Ultra HD HDR OLED TV with Amazon Alexa</b>	<b>£1,299.00</b>
	Product code 600281	
<b>1x Remove and recycle your old appliance</b>		<b>£20.00</b>
	Product code 111302	

Our ref: BJ.SW.bs.WAL023

FAO: Ms Irene Spalletti

By email: [info@mrpennisi.com](mailto:info@mrpennisi.com)

8 November 2024

Dear Ms Spalletti

**You and Alexander Walker – 92 Ollerton Road, London, N11 2LA – Mortgage repayments**

I write further to my client's proposal in respect of 92 Ollerton Road to which my client looks forward to receiving your response.

In the meantime, my client has instructed me to write about the mortgage repayments. Since the property was purchased in February of this year, you have both contributed equally to the repayment of the monthly mortgage secured against 92 Ollerton Road. I understand that in October you did not initially pay your 50% share but only did so belatedly. In November you paid only £628 when your 50% share amounts to £1,207.

Until a long-term agreement is reached in respect of 92 Ollerton Road, you will need to maintain the financial status quo by paying your 50% share of the monthly mortgage payments and you must reimburse my client for the £579 overpayment he made on your behalf this month forthwith. Even though my client is not living at the property and has offered an undertaking not to come to 92 Ollerton Road, he agrees to continue to pay his 50% share for the time being.

Yours sincerely



**SARAH WALKER**

Our ref: BJ.SW.bs.WAL023

FAO: Ms Irene Spalletti

By email: [info@mrpennisi.com](mailto:info@mrpennisi.com)

8 November 2024

Dear Ms Spalletti

**You and Alexander Walker – 92 Ollerton Road, London, N11 2LA – Mortgage repayments**

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Yours sincerely



**SARAH WALKER**

# Non - Molestation Order

## (Under section 42 of the Family Law Act 1996)

To Alexander Michael Luke Wolf Walker  
of 205 Quemerford  
Caine  
SN11 8JY

In the Family Court at EDMONTON	
Case No.	ED24F00300
Applicant Ref	Irene Sara Spalletti
Respondent Ref	Alexander Michael Luke Wolf Walker, date of birth 24th February 1988 BJ.SMW.WAL023.1

**Important Notice to the Respondent Alexander Michael Luke Wolf Walker,  
date of birth 24th February 1988**

**You must obey this order. You should read it carefully. If you do not understand anything in this order you should go to a solicitor, Legal Advice Centre or Citizens Advice Bureau. You have a right to apply to the court to change or cancel the order.**

**If, without reasonable excuse, you do anything which you are forbidden from doing by this order, you will be committing a criminal offence and liable on conviction to a term of imprisonment not exceeding five years or to a fine or to both.**

**Alternatively, if you do not obey this order, you will be guilty of contempt of court and may be sent to prison.**



On 26th November 2024, District Judge Davies,  
sitting at the Family Court at Edmonton, 59 Fore Street, London, N18 2TN  
considered an application for a Non Molestation order

Upon hearing the Applicant in person and counsel for the Respondent

It is recorded that:

- (1) the Respondent does not accept the allegations;
- (2) the court has not made any findings of fact;
- (3) the Respondent agreed that, on the above basis, the court could make an order as the following terms to avoid the necessity of a contested hearing

### Order

1. The Respondent must not use or threaten any violence towards the Applicant.
2. The Respondent must not threaten or intimidate the applicant
3. The Respondent must not go to or enter 92 Ollerton Road, Enfield, N11 2LA, except for the purposes of visits regarding sale or renovation of the property, or for the collection of his belongings, made by prior written agreement (specific dates and times) between the parties.

4. This Order will remain in force until 12 noon on 25 October 2025.
5. This Order is to be served by the court on the Applicant and on the Respondent's solicitors. Personal service on the Respondent is not required.
6. No order as to costs

#### **Note to the Arresting Officer**

Under section 42A of Family Law Act 1996 breach of a non-molestation order is a criminal offence punishable by up to five years imprisonment. It is an arrestable offence and it is not necessary to obtain a warrant.

"A person who without reasonable excuse does anything that he is prohibited from doing by a non-molestation order is guilty of an offence."

*Family Law Act 1996, Section 42A(1)*



## Molly Claridge

---

**From:** Irene Spalletti <irene.spalletti@gmail.com>  
**Sent:** 11 December 2024 15:39  
**To:** Bryan Jones  
**Subject:** House renovations

Dear Mr. Jones,

I would like to understand what Alex's intentions are when it comes to house renovations; we have essential house works that need to be done urgently, such as painting, carpets and flooring, totalling around £10,000. There are also extra non-essential jobs - such as bathrooms renovation, top floor and window replacement - all quotes for these jobs are in my last exhibit folder.

We own equal equity in the house, he has not spent £20k more than me on the property.

Also to confirm: the judge said there's no change in the house finances; Alex is still responsible to cover half the mortgage and bills.

Warmest regards,  
Irene Spalletti

Our ref: BJ.SW.bs.WAL023

FAO: Ms Irene Spalletti

By email: [info@mrpennisi.com](mailto:info@mrpennisi.com)

13 December 2024

Dear Ms Spalletti

**URGENT ACTION REQUIRED**

**You and Alexander Walker – 92 Ollerton Road, London, N11 2LA**  
**Letter before action**

1. I write further to my previous correspondence regarding the property that you jointly own with my client, 92 Ollerton Road London, N11 2LA (the “**property**”).
2. In my letter dated 5 November 2024, my client made a reasonable proposal for you to buy my client out of his share of the property. Disappointingly I have received no response at all from you in relation to this, save from a brief email from you to my colleague, Bryan Jones, asking about arrangements for the payment of works to the house, as well as the mortgage and bills (my client’s proposals in respect of this are addressed at paragraph 18 below). My client has therefore instructed me to send this letter in accordance with the Practice Direction for Pre-Action Conduct and Protocols (“**PDPAC**”) contained within the Civil Procedure Rules. I refer you to paragraph 13 to 16 of the Protocol regarding the court’s power to impose sanctions for failing to comply with the Protocol. Ignoring this letter and failing to comply with the Protocol may also increase your liability for costs.
3. This letter sets out:
  1. A summary of the factual background;
  2. The basis of my client’s claim; and
  3. Action required from you to resolve this matter.
4. If you ignore this letter or fail to respond in the time stipulated at the end of this letter, my client may commence court proceedings against you without further notice. If my client wins his claim

at court, you will also very likely be liable for his legal costs. I strongly recommend that you immediately seek legal advice on the contents of this letter.

5. As set out below, it is my client's position that now that your relationship has broken down the property must be sold, and the net proceeds divided.

#### Background

6. You and my client were previously in a relationship from 2019 and jointly purchased 92 Ollerton Road in February 2024. You hold the property as tenants in common and are jointly responsible for the mortgage costs. My client contributed approximately £222,000 to the overall costs of purchasing and renovating the property. You contributed a total of approximately £202,000. There is a mortgage of £506,960 secured against the property and the monthly mortgage repayments are currently £2,414 per month. In relation to the financial arrangements arising from the purchase:
  - a. you did not contribute to the mortgage for the first two months that you and my client were living at the property, as you were waiting for your deposit to be returned from your flat. You have not reimbursed my client for this;
  - b. you withdrew your share of the money for the bills from the joint account in July 2024, which meant my client had to pay the bills in full that month;
  - c. you did not pay your share of the bills in August 2024;
  - d. you only paid £628 towards your share of the mortgage (i.e. approximately 25% of the monthly payment due) to my client in November 2024. You therefore owe £579 in relation to this.
7. Your relationship ended in mid-July 2024 but you both continued to live at the property, albeit separately. My client made it clear that he wanted to separate properly, sell the property and have no further engagement with you by text message sent on 14 August 2024.
8. On 2 September 2024 you had an argument and you falsely alleged that my client broke a lamp (although there is clear documentary evidence that it was broken months ago). You called the police due to that alleged property damage. My client was arrested and taken to Leyton Police Station where he was interviewed under caution. He has been bailed to return to Wood Green Police Station on 15 January 2025. As a consequence of his bail conditions (and also the occupation order that has been made by consent), my client cannot return to the property and since September has split his time between his mother's home in Wiltshire and temporarily staying with friends when he is in London (where he must frequently be for work).
9. Despite having had no contact for 7 weeks, on 22 October 2024 you made an ex parte application pursuant to the Family Law Act 1996 seeking a non-molestation order and an occupation order. At the end of the statement in support of your application you made a series of requests for my client to be solely responsible for the mortgage and household bills, together with compensation for "harm" you alleged to have suffered during the relationship. At the hearing on 25 October 2024 District Judge Cohen made a very limited non-molestation order

in the interim and a return date was directed for 26 November 2024. He made no order in respect of the mortgage payments or bills.

10. My client proposed to vacate the hearing on 26 November 2024 by offering the fullest possible range of undertakings. You failed to accept my client's reasonable undertakings and my client was forced to attend court at significant cost. My client had no wish to continue this pointless and expensive litigation. He therefore agreed to the non-molestation and occupation orders to be made by way of a consent order on the basis of no admissions.
11. In advance of the hearing on 26 November 2024, my client made reasonable proposals as a way to move forward in relation to sale of the property.
12. You failed to engage with my client's reasonable proposal in respect of the sale of the property.

#### The basis of my client's claim

13. Both you and my client have always supported yourselves independently. You are not married, you have no children and have no ongoing duty to support each other. My client's current living situation is not sustainable. You have not been in a relationship since July 2024 and the property will need to be sold and my client's share of the funds be released to him so that he can rehouse appropriately.
14. If you refuse to agree to the sale, then my client will be forced to make an application pursuant to section 14 of the Trust of Land and the Appointment of Trustees Act 1996 for the court to make an order for sale.

#### Alternative Dispute Resolution

15. Should you dispute this, the Protocol PDPAC requires that you and my client should consider alternative dispute resolution before any court proceedings are commenced. Accordingly, we ask you to confirm your position in this regard.
16. Should we not hear from you by 13 January 2025 regarding alternative dispute resolution, and you do not agree to my client's proposal to sell the property, we shall assume that you do not wish to engage in any form of alternative dispute resolution and I reserve the right to draw this letter to the attention of the court, in due course should we consider this necessary.

#### Relevant document

17. I enclosed a copy of the Land Registry title, which shows that the property is owned jointly by you as tenants in common.

#### Action required

18. Despite my many letters to you, both in relation to the property and also in relation to other issues arising from the breakdown of your relationship with my client, you have failed to engage. My client now requires from you confirmation by no later than 4pm on 13 January 2025 that the property can be sold forthwith on the following basis:

- a. the property shall be sold forthwith for the best price achievable;
- b. you and my client to agree the estate agent within seven days. My client to propose three options, you to select one of the three proposed, the joint letter of instruction to be agreed;
- c. my client's usual workman to undertake remedial work to ensure the property is saleable – the scheme of works to be set out by prior written agreement between you and my client;
- d. you to maintain the property to a viewable standard and to agree not to stymie the sale;
- e. you and my client to continue to discharge the monthly mortgage payments equally (you shall be solely responsible for the bills and utilities at the house given that you are in sole occupation of the property and my client has his own housing costs to meet);
- f. the proceeds of sale shall be applied as follows:
  - i. to discharge the mortgage;
  - ii. in payment of the solicitors' conveyancing costs and disbursements in connection with the sale;
  - iii. in payment of the estate agents' charges;
  - iv. in payment to my client of the additional contributions that my client has made to the mortgage and bills set out at paragraph 6 above, which should have been met by you;
  - v. in payment to my client any redecoration/renovation or other costs that my client incurs in order to prepare the property for sale that are unmatched by you;
  - vi. in payment of the balance as to 50% to you and 50% to my client.

For the avoidance of doubt, the amounts referred to at (iv) and (v) above will need to be paid to my client directly from the conveyancing solicitors, top sliced, from the net proceeds of sale.

19. My client could of course claim further sums because he contributed more to the costs of purchasing and renovating the property. However, he will not pursue this claim on the condition that his proposals are accepted by 13 January 2025.
20. If you fail to respond to this Letter Before Action by this deadline or if your response is in any way unsatisfactory, I anticipate being instructed to take all further action. To the extent that full court proceedings are necessary, my client's costs will increase, and he will seek to recover all of the same from you as part of those proceedings.

I await to hear from you or your solicitor.

Yours sincerely

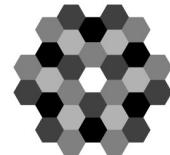


**SARAH WALKER**

Enc.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



# Official copy of register of title

Title number MX466101

Edition date 12.02.2024

- This official copy shows the entries on the register of title on 23 OCT 2024 at 17:01:13.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 23 Oct 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.

## A: Property Register

This register describes the land and estate comprised in the title.

### ENFIELD

- 1 (26.02.1964) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 92 Ollerton Road, London (N11 2LA).
- 2 There are excluded from this registration the mines and minerals excepted by the Transfer dated 21 February 1964 referred to in the Charges Register in the following terms:-

"SUBJECT to (a) the exception and reservation of mines and minerals as mentioned or referred to in a Conveyance dated the Twenty fifth day of July One thousand Eight Hundred and Ninety five and made between the Ecclesiastical Commissioners for England of the one part and Philip Lybbe Powys Lybbe of the other part."

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (12.02.2024) PROPRIETOR: ALEXANDER MICHAEL LUKE WALKER and IRENE SPALLETTI of 92 Ollerton Road, London N11 2LA.
- 2 (12.02.2024) The price stated to have been paid on 2 February 2024 was £860,000.
- 3 (12.02.2024) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 4 (12.02.2024) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 5 (12.02.2024) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of

## B: Proprietorship Register continued

this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 2 February 2024 in favour of National Westminster Bank PLC referred to in the Charges Register.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Conveyance dated 7 August 1907 made between (1) Reginald Cecil Lybbe Powys Lybbe (2) Edward Horne and Hamilton Fulton and (3) Henry George Stacey contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land is subject to the following rights reserved by a Transfer dated 21 February 1964 made between (1) Daisy Kathleen Ada Lawson and (2) Sara Adeline Savill:-

"To the free passage and running of water and soil from any other land or buildings near to or adjoining the premises hereby transferred by and through the sewers and drains made or to be made in through or over the premises hereby transferred."
- 3 (12.02.2024) REGISTERED CHARGE dated 2 February 2024.
- 4 (12.02.2024) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of Mortgage Centre, P.O. Box 123, Greenock PA15 1EF.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 7 August 1907 referred to in the Charges Register:-

Covenant by Purchaser to the intent and so that the same should be binding on the land and premises thereby assured into whosesoever hands the same might come with the Vendor his heirs and assigns

  - (a) That he will well and sufficiently fence the land thereby conveyed and will indemnify the Vendors tenants of any adjoining land from any claim arising out of damage from default of such fencing.
  - (b) And will not erect any messuage or dwellinghouse upon that part of the said land fronting Bowes Road for a depth of 110 feet from such road which should be of less value exclusive of the price of the land than £300 nor upon any other part of the said land than £200 exclusive of the price of the land as aforesaid nor except in accordance with plans and elevations which should first be approved of in writing by the Surveyors for the time being of the Vendor but no fee should be payable by the Purchaser for obtaining any such approval.
  - (c) That every messuage or dwellinghouse with the site thereof fronting Bowes Road shall have a frontage of not less than 17 feet and a depth of not less than 110 feet thereto and on every other part of the land every messuage or dwellinghouse with the site thereof shall have a frontage of not less than 15 feet and a depth of not less than 100 feet and all such messuages or dwellinghouses shall be so that the general line of frontages shall not approach nearer to the road than the distance or building line set forth by the local authority.
  - (d) And will not dig or get for the purpose of sale or otherwise than as may be necessary to form cellars drains basements or foundations of the building to be erected or for the use or removal in the erection or execution of any messuage or dwellinghouse or works any earth sand clay or gravel from the said land.
  - (e) And that wherever the said land shall abut on other land of the Vendor the erection in pursuance of this agreement of any wall fence or other structure so far as relates to the side abutting on the said land adjoining whether a party wall or fence or otherwise shall be treated as such in accordance with the Metropolitan Building Act but so that the 3 months notice required by such Act shall in no case be considered

## Schedule of restrictive covenants continued

necessary.

(f) And will not carry on or suffer to be carried on upon any part of the said premises any trade or business whatsoever or allow the same to be used otherwise than for the purpose of a private dwellinghouse or of any profession.

(g) And will not do or suffer to be done on any part of the said premises anything which may be or grow to be a public or private nuisance or a damage disturbance annoyance or grievance to the Vendor or the tenants or occupiers of the property in the neighbourhood of the said premises and particularly will fence and keep fenced the lands hereby conveyed so as to prevent any congregation on of boys therein.

(h) And will at his own expense within one year from the completion of the purchaser level form and make of a width of not less than 45 feet the intended road shown on the said plan together with all necessary sewers and drains in connection therewith and should for ever after maintain the same in good repair and condition to such satisfaction as aforesaid until the same should be adopted by the Local Authority.

**End of register**

The content of this letter has not yet been communicated to the concerned party and is intended to state my position on the matter.

Dear Ms. Walker,

Following your request of action communicated on 13/12/2024, please see below:

I reached out to Mr. Jones to address how Mr. Walker intended to handle the essential renovations required to make the property ready for sale. Instead of providing a constructive response, I was met with a baseless and accusatory five-page letter alleging my unwillingness to sell. This not only distorts the facts but also exemplifies a deliberate attempt to misrepresent my genuine inquiry and deflect responsibility.

### **To summarize your requests**

You appear to be stating that I am obliged to:

- Confirm by no later than **4pm on 13 January 2025** that the property can be sold forthwith;
- Agree on an estate agent by **20 January 2025** to list the property for sale;
- Or face an application pursuant to Section 14 of the **Trust of Land and Appointment of Trustees Act 1996** for the court to make an order for sale, along with the imposition of financial responsibility on me for all related costs.
- Despite the judge granting my refusal to allow Mr. Walker's handyman to carry out further work on the property, you are insisting that I am obligated to agree to this.

If this interpretation is incorrect, I request clarification.

### **Tone and Conduct of Communication**

The threatening and harassing tone of your letters, particularly the repeated references to legal costs and proceedings, is inappropriate. I remind you that solicitors are bound by the Solicitors Regulation Authority (SRA) Code of Conduct, which prohibits the use of legal proceedings as a tool for harassment or intimidation.

### **Misrepresentation of Facts and Offers**

- **Nature of Offence:** Mr. Walker is not on bail for "breaking a lamp".  
**No false allegiance have been made on 2 September 2024**

I strongly urge you to review all relevant evidence, including the police call, before making further unfounded and inappropriate allegations.

- **Property Offers:** The proposals presented remain wholly unreasonable and contradictory. I have already rejected your client's offer in July and clearly stated and reiterated my position in my statement (one of many: page 43); was and remains:

(35) The renovations necessary for us to be able to sell the house as soon as possible

(41) Would that not be possible I ask for the respondent to buy me out immediately

It is therefore entirely unreasonable to expect me to now "buy him out" when:

1. I have already declined this option.
2. My financial exhibits clearly demonstrate that I am not in a position to do so.
3. *We are in these circumstances solely due to your client's relentless abuse. If there is pressure to resolve matters regarding the property, your client has the power, the financial means and available funds to buy me out.*

Your continued insistence on this impractical solution reflects either a failure to review my statement and evidence in detail or a deliberate attempt to exert undue pressure.

- **Financial Contributions:** Your assertion that your client contributed £222,000 toward the property is unsubstantiated. I request proof of this claim, as my exhibits clearly demonstrate that Mr. Walker has failed to contribute financially to either the property or its contents.

### **Non-Molestation and Occupation Order**

I remind you that the non-molestation and occupation order issued by the court remains in place until 25 October 2025. Your client is bound by this order to:

- Pay the mortgage and all property associated bills.
- Allow me to remain in the property without interference.

The judge has already made it clear there are to be no changes to the financial responsibilities regarding the property until the order expires. Any further attempts to intimidate me into covering your client's obligations will be reported to the court.

### **Property Sale and Renovations**

**I have never refused to sell the property.**

The property will be sold once my rights to remain in the property expire on 25 October 2025 and not from the 20th January 2025, and under fair and reasonable conditions; which have yet to be met.

- Renovations must be completed as specified. However, I will not allow Mr. Walker's usual workman access beyond the one day required to finish work started in July. This was refused and reported his conduct to the court.

### **Legal Threats and Abuse of Process**

Your repeated threats of legal costs and references to applications under the Trust of Land and Appointment of Trustees Act 1996 (TOLATA) appear to serve no purpose other than to harass and coerce me. **As previously**

**noted, your client's financial interests are better served by adhering to the judge's order rather than pursuing costly and unreasonable litigation.**

Your ongoing refusal to review my full statement and exhibits obstructs meaningful progress in resolving this matter. I strongly advise that you:

1. Review all documentation, including my statement and exhibits, before making further inaccurate assertions.
2. Refrain from any further threatening or intimidating communication.

Until such time as you can engage constructively and professionally, I do not wish to discuss this matter further.

Yours sincerely,

Irene Sara Spalletti

# southgate solicitors

Ms Sarah Walker  
Hughes Fowler Carruthers  
Academy Court  
94 Chancery Lane  
London  
WC2A 1DT

Our Ref: LC/102369  
Your Ref: BJ.SW.bs.WAL023

10 January 2025

Dear Colleagues

**Spalletti & Walker - 92 Ollerton Road**

We have recently been instructed by Ms Irene Spalletti in matters relating to 92 Ollerton Road, London, N11 2LA. Please ensure that all future correspondence is sent directly to Ms Lucy Cornish, Solicitor with conduct of this matter, at [lc@southgate.co.uk](mailto:lc@southgate.co.uk).

We note the deadline of 13 January 2025 you have given our client to respond to your Letter Before Action dated 13 December 2024.

In light of our recent instructions, we write to inform you that we are unable to respond in full by the stipulated date and time. Rest assured we are in the process of taking instructions from our client with the view to provide a full response promptly.

Our client is keen to resolve matters outside of court and therefore we urge your client not to take any further action. We put you on notice that should your client escalate matters unreasonably, our client will be seeking costs against him.

You shall hear from us soon.

Yours faithfully

*southgate solicitors*

**southgate solicitors**

Third Floor, Crown House, 47 Chase Side, London, N14 5BP  
t: 0208 004 0065 e: [hello@southgate.co.uk](mailto:hello@southgate.co.uk) w: [www.southgate.co.uk](http://www.southgate.co.uk)

## Molly Claridge

---

**From:** Sarah M Y. Walker <S.Walker@HFCLAW.COM>  
**Sent:** 15 January 2025 09:58  
**To:** info@mrpennisi.com  
**Cc:** Bryan Jones  
**Subject:** RE: FAO Ms Irene Spalletti [HFC-HFC.FID176697]

Dear Mr Pennisi

I have received a letter from Ms Spalletti's solicitors dated 10 January 2025, but I am not currently able to respond to them directly because of my client's bail conditions. They say in their letter that they are taking instructions and that they will provide a full response promptly but I have heard nothing since. As Ms Spalletti knows, my client is keen to resolve matters swiftly. Please can she therefore provide us with a date by which she expects her solicitors will respond.

Yours sincerely

Sarah Walker

**Sarah M Y. Walker**  
Senior Associate Solicitor

Hughes Fowler Carruthers  
Academy Court  
94 Chancery Lane  
London WC2A 1DT

Tel: +44 (0)20 7421 8383  
Email: S.Walker@HFCLAW.COM  
Web: www.hfclaw.com



PRIVY COUNCIL AGENTS  
COMPANY REGISTRATION No. 7160275

REGISTERED OFFICE ADDRESS: Academy Court, 94 Chancery Lane, London WC2A 1DT

AUTHORISED AND REGULATED BY THE SOLICITORS REGULATION AUTHORITY (No. 533050)

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Please note that neither Hughes Fowler Carruthers nor the sender accepts any responsibility for any viruses and it is your responsibility to scan the email and the attachments (if any).

**FAO:** Mrs Sarah Walker  
Hughes Fowler Carruthers  
By email: [s.walker@hfclaw.com](mailto:s.walker@hfclaw.com)

Your Ref: BJ.SW.bs.WAL023

**CC:** Mrs Lucy Cornish  
By email: [lc@southgate.co.uk](mailto:lc@southgate.co.uk)

15 January 2025

Dear Mrs. Walker,

**Spalletti & Walker - 92 Ollerton Road, N11 2LA**

In response to your email received today:

### **(1) Solicitor Instructions and Communication**

I have instructed Mrs. Cornish within the time frame dictated by your client; despite this, you are now demanding a response within less than three working days from instruction, which is entirely unreasonable. Mrs. Cornish requires sufficient time to review your voluminous, hostile, harassing communications and address their redundant content. Unlike you, she is taking the necessary time to thoroughly examine the case and the relevant legal matters, ensuring that she does not repeat the same unhelpful communications you have sent thus far.

### **(2) Family Law Act Proceedings**

My solicitor has been instructed solely for property matters. You are not to contact Mrs. Cornish or send me further threats through the various means of communication you have devised in relation to family-related matters. Similarly, please refrain from contacting Mr. Pennisi further; bail conditions do direct you to communicate through my solicitor.

You have inundated me with emails—including repeated threats—regarding the hearing for the non-molestation order, despite knowing that I was not legally represented at the time. This behaviour breaches the Solicitors Regulation Authority (SRA) Code of Conduct. I suggest you review it thoroughly, as it seems you may have forgotten its Standards and Regulations, and I strongly urge you to adjust your approach to align with the established guidelines. Please be advised that I remain unrepresented in family law matters, and I caution you against further attempts to exert undue pressure or issue threats concerning the upcoming hearing.

### **(3) Tone and Conduct of Communication**

The threatening and harassing tone of your letters, particularly the repeated references to legal costs and proceedings, is entirely inappropriate and unacceptable. Solicitors are bound by the SRA Code of Conduct, which prohibits the misuse of legal proceedings to harass or intimidate. I would remind you that this case involves domestic abuse, controlling and coercive behaviour. Your lack of tact and persistent abusive communication is especially troubling given the sensitive nature of this case. I do not respond well to scare tactics or threats; should you fail to tone down your communication and moderate its content, I will have no choice but to take further action.

Following your letter before action communicated on 13 December 2024:

I have contacted Mr. Jones on 11 December to address how Mr. Walker intended to handle the essential renovations required to make the property ready for sale. Rather than providing a constructive response, I received a baseless and accusatory five-page letter alleging my unwillingness to sell. This misrepresents the facts, distorts my genuine inquiry, and appears to be a deliberate attempt to deflect responsibility.

#### **(4) Legal Threats and Abuse of Process**

Your repeated threats of legal costs and references to applications under the Trust of Land and Appointment of Trustees Act 1996 (TOLATA) appear to serve no purpose other than to harass and coerce me. As previously noted, your client's financial interests are better served by adhering to the judge's order rather than pursuing costly and unreasonable litigation.

#### **(5) Misrepresentation of Facts and Offers**

- **Nature of Offence:** Mr. Walker is not on bail for "breaking a lamp".

**No false allegations have been made on 2 September 2024**

I strongly urge you to review all relevant evidence, including the police call, before making further unfounded and insulting allegations.

- **Property Offers:** The proposals presented are entirely unreasonable and contradictory. I previously rejected your client's offer in July and have consistently stated and reiterated my position, as outlined in my statement (referenced on p.43), which remains unchanged:

(35) The renovations necessary for us to be able to sell the house as soon as possible

(41) Would that not be possible I ask for the respondent to buy me out immediately

It is entirely unreasonable to now demand that I "buy him out" when:

1. I have already declined this option.
2. My financial exhibits clearly demonstrate I am not in a position to do so.
3. These circumstances are solely due to your client's relentless abuse.

If there is genuine urgency to resolve matters regarding the property, your client, who has the financial means and resources, should buy me out. Persisting with this impractical demand reflects either a failure to review my evidence or a deliberate attempt to exert undue pressure.

#### **(6) Financial Contributions**

Your claim that your client contributed £222,000 toward the property is unsubstantiated. I request proof of this assertion, as my exhibits demonstrate Mr. Walker has failed to contribute financially to the property or its contents.

**(7) Property Sale and Renovations**

**I have never refused to sell the property.**

While renovations must be completed as specified, I will not permit Mr. Walker's usual workman access beyond the one day required to finish work started in July. The judge has granted my refusal to allow this individual to carry out further work due to prior conduct; despite this, you insist I am obligated to comply.

**Conclusion:**

Your ongoing refusal to review my full statement and exhibits obstructs meaningful progress in resolving this matter. I strongly advise that you:

1. Review all documentation, including my statement and exhibits, before making further inaccurate assertions.
2. Refrain from issuing any further communications that are threatening, coercive, or unnecessarily hostile.

Until you are prepared to act responsibly, engage constructively, and uphold basic standards of professionalism, I see no value in engaging in further discussions with you; I will instruct my solicitor to disregard any communications from you that are redundant, already addressed in my initial statement, or devoid of legal merit.

Until then, I kindly request that you refrain from contacting me.

Yours sincerely,



Irene Sara Spalletti



## Application to vary, extend or discharge an order in existing proceedings

Parts 4 and 4A Family Law Act 1996

### The court to which you are applying:

If you are an individual applicant, you **must not** serve the documents yourself on the person you are seeking an order against.

**Note:** you must make this application to the court which made the original order.

### 1. About you (the applicant)

If you do not wish your address to be made known to the respondent, leave this space blank and complete Confidential contact details form **C8**. You can get a copy of this form from any family court office or from our website at [hmctsformfinder.justice.gov.uk](http://hmctsformfinder.justice.gov.uk)

**1.1** State your title

**1.2** Full name

**1.3** Address

First line of address

Second line of address

Town or city

County (optional)

Postcode

| | | | | |

**1.4** Phone number

**1.5** Date of birth (if under 18)

Day              Month              Year

**1.6** State your solicitor's name

**1.7** Address

First line of address

Second line of address

Town or city

County (optional)

Postcode

|    |    |    |    |    |

**1.8** Reference

**1.9** Solicitor's fee account number

**1.10** Phone

**1.11** DX number

**1.12** If you are already a party to the case, give your description (for example, applicant, respondent or other).

## **2. The order(s) for which you are applying**

Please attach a copy of the order if possible.

**2.1 I am applying to**

vary

extend

discharge

**2.2 The order dated**

Day                  Month                  Year

**2.3 If you are applying for an order to be varied or extended please give details of the order which you would like the court to make:**

## **3. Your reason(s) for applying**

**3.1 State briefly your reasons for applying**

## **4. Person(s) to be served with this application**

**This application is to be served upon the respondent and the person to be protected by the order.**

- 4.1** For each respondent to this application state the title, full name and address.

**Note:** if you are an individual applicant you **must not** serve the documents yourself on the person you are seeking the order against.

## **Statement of truth**

I understand that proceedings for contempt of court may be brought against anyone who 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.

**I believe** that the facts stated in this form and any continuation sheets are true.

**The applicant** believes that the facts stated in this form and any continuation sheets are true. **I am authorised** by the applicant to sign this statement.

### **Signature**



Applicant

Applicant's legal representative (as defined by FPR 2.3(1))

### **Date**

Day            Month            Year

Full name

Name of applicant's legal representative's firm

If signing on behalf of firm or company give position or office held

Miss Irene Sara Spalletti  
2nd STATEMENT  
of the applicant: Miss I - S Spalletti  
nº of Exhibits: 1  
Dated: 02/01/2025  
Case number: ED24F00300

**IN THE FAMILY COURT AT EDMONTON**  
**IN THE MATTER OF THE FAMILY LAW ACT 1996**

**BETWEEN:**

Miss Irene Sara Spalletti

Applicant

- and -

Respondent

Mr Alexander Michael Luke Wolf Walker

---

**2nd STATEMENT**  
of the applicant Miss Irene Sara Spalletti

---

*I understand that proceedings for contempt of court may be brought against anyone who 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. I believe that the facts stated in this form and any continuation sheets are true.*



I am seeking clarification and protection regarding the challenges I continue to face following the court's order. I believe I may have been misled during the proceedings and not granted the full occupation rights I understood to be in place. If this is accurate, I request a new hearing, as I believe I was denied a fair hearing. I only became aware of this on 13th December, which has prevented me from exercising my right to vary or appeal the order within the appropriate time frame.

Mr. Walker's ongoing non-compliance with both protective orders has significantly strained my already precarious situation, further impeding my ability to recover and rebuild my life. His actions have caused severe mental, physical, and financial distress.

The abuse has already forced me to lose our home, and I am now being pressured to agree to an immediate deadline to vacate the property, which would leave me homeless.

Furthermore, I was unprepared for the complexities of dealing with solicitors. I had been assured that these matters would typically be resolved during hearings. However, I now face significant legal costs due to the respondent's solicitor's aggressive and unreasonable conduct, which has hindered my ability to focus on rebuilding my life.

### **Concerns About Misleading Representation**

I spent two months preparing detailed evidence for my case. I would never have walked out of that courtroom without being assured of my occupation rights. The court acknowledged my fear of Mr. Walker's response to these rights by including a power of arrest should he threaten me. Despite this, he continues to coerce and intimidate me, now primarily through legal and financial threats communicated by his solicitor.

### **Non Adherence to Court Orders**

Mr. Walker is consistently avoiding his financial responsibilities related to the property, including his refusal to contribute to the costs associated with maintaining the house. Given his responsibility for damaging the front door, which is causing significant issues with the heating, I should not be held responsible for covering the costs of heating a three-floor house with single-glazed windows while he is under investigation for criminal offences committed against me, or while protective orders resulting from his abuse remain in place.

Despite the court's clear decision and the judge's agreement that Mr. Walker's "workman" should not undertake further work on the property, Mr. Walker's solicitor is blatantly disregarding the court orders and attempting to coerce me into agreeing to the opposite.

### **Impact on My Stability**

Since the court's order, I have been working hard to regain stability—seeking employment and resuming my studies. However, Mr. Walker's persistent coercion and his solicitor's threatening communications have disrupted my progress and continue to undermine my mental and emotional well-being.

If I am forced to leave the property before achieving financial stability, I will face homelessness. I have three pets, no savings—since the respondent stole them all—no immediate family in the UK, and no resources to move. Furthermore, all three floors are filled with my furniture, and the house is currently a building site that requires substantial costs to make it sellable.

### **Financial Disparity**

I believe it is important for the court to consider the financial disparity between myself and Mr. Walker. I am in no position to afford a solicitor or to contribute to selling the property under the current conditions. However, Mr. Walker has the financial means to resolve this matter, including the option to buy me out.

His failure to adhere to the court's orders is the sole reason I require legal assistance, as evidenced by my financial statements compared to his solicitor's mounting legal bills. Mr. Walker has the financial means to afford £10,000 for a single hearing's representation by a barrister based in Chancery Lane, further underscoring the disparity in our financial situations.

The respondent has an annual salary of £109,560, £146,988.69 in stock shares, various crypto accounts with large sums in it, an unknown amount to me of other savings spread over multiple bank accounts and, I believe, multiple investments with various friends and acquaintances.

I am currently unemployed, although my limited company remains active. I am receiving Universal Credit (which would amount to £380 per month) and am relying on financial support from my family.

### **Costs**

I request that the respondent reimburse me £942.40 for the costs incurred in printing statements and exhibit folders, as well as all further legal costs resulting from Mr. Walker's repeated non-compliance with both judicial and police orders.

My financial situation is dire; my bank accounts currently hold less than £100, leaving me in a precarious position exacerbated by the respondent's actions.

If this harassment continues, it will further impair my ability to secure and sustain a job and finish my studies, ultimately affecting my long-term career prospects. I respectfully request that the respondent be held responsible for any ongoing damage to both my health and employment opportunities resulting from his abusive behaviour.

### **Ongoing Harassment**

Despite the non-molestation order and Mr. Walker being on bail for controlling and coercive behaviour, the abuse has not ceased. The nature of his threats has shifted but remains equally harmful. His solicitor's communications are harassing and coercive, further destabilizing my peace of mind and sense of safety.

### **Domestic Abuse**

(1) When did the behaviour start and how long did it continue:

As soon as the respondent moved in with me, October 2023 – he began to assert a position of power and control to dominate me. He often shouted at me pressing forward until I was backed against the wall.

Nature of behaviour/what happened:

The respondent would harass me by invading my personal space and dominating the air around me with relentless screaming and shouting. This verbal abuse included name-calling to keep quiet. Gender role expectations.

(2) When did the behaviour start and how long did it continue:

When we moved into our new purchased home, March 2024 – start of physical violence, punishments, imposition of rules, control through threats, some involving hurting my pets or my mother.

Nature of behaviour/what happened:

The respondent pushed me so hard from behind that I fell off the bed, grabbed me, threw me onto the bed pinned me down, and used his body weight to restrain me; blocking my shoulders with both hands.

(3) When did the behaviour start and how long did it continue:

June 2024 – start of financial control abuse became daily I had to move out, threats towards pets constant I had to take them to Europe to be kept safe until his arrest.

Nature of behaviour/what happened:

The respondent stole £10,000 from me, then threatened to put locks in parts of the property so I couldn't have access if I asked for my money back. Controlled me with lies about having more power over our property, making threats to get me out in seconds.

(4) When did the behaviour start and how long did it continue:

November 2024 – Upon receiving the non-molestation order, I got harassed from his solicitor, with almost daily emails, 13 between the 5th and 22nd November, which included threats, repeated references to legal costs and proceedings. Financial and coercive control.

Nature of behaviour/what happened:

The respondent solicitor's emails: "If Mr. Walker is forced to attend the hearing then my client will have no choice but to seek an order that Ms Spalletti pay £10,000 for his legal costs associated with preparing for and attending that hearing".

(5) When did the behaviour start and how long did it continue:

13 December 2024 – Response to Judge's order and occupation rights with repeated threats of legal costs and references to applications under the TOLATA to harass and coerce me with obligation to agree by no later 13/01/25.

Nature of behaviour/what happened:

Obligation to agree to the property to be sold forthwith and on an estate agent by 20 January 2025 to list the property for sale or face an application pursuant to TOLATA with the imposition of financial responsibility on me for all costs despite the fact that the house has been valued £60,000 less than the purchase price in February 2024, further compounding the financial strain caused by the respondent's behaviour.

### **Request for Review and for a New Hearing**

Given these circumstances, I kindly request the following:

- A hearing to confirm whether occupation rights were granted in full until 25 October 2025, as I was led to believe. I respectfully request that the court hold a fact-finding hearing to establish Mr. Walker's accountability and determine his guilt in relation to the matters of domestic abuse.
- That the order be extended until the end of our mortgage agreement, 31 March 2026.
- A review of whether additional protective measures are required to ensure compliance with the court's orders and to prevent further harassment.
- A clear definition and enforcement of property-related financial obligations, including Mr. Walker's responsibilities for maintaining the property and covering associated costs.

If the current conditions are not sufficient to protect me from harassment and intimidation, I respectfully request appropriate amendments to the protective orders. I trust the court will recognize the profound impact this situation has had on my ability to recover and rebuild my life.

URGENT I AM BEING THREATENED <ED24F00300> Irene Sara Spalletti vs Alexander Walker -  
Hearing 26.11.2024 ☺



On Wed, 13 Nov 2024, 2:35 Irene Spalletti, <[irene.spalletti@gmail.com](mailto:irene.spalletti@gmail.com)> wrote:

Dear Sir/Madam,

As anticipated following my application for a non-molestation and occupation order without notice, the respondent, Alexander Walker, has been attempting to dissuade me from proceeding with the scheduled hearing on 26th November. He has also been exerting daily pressure on me to provide evidence directly, rather than through the appropriate channels.

I have contacted the detective overseeing his prosecution, as Mr Walker appears to have breached his bail conditions by contacting me indirectly through his solicitor regarding matters that were not previously agreed upon. In addition, he and his solicitor have used scare tactics and made unreasonable offers in an effort to either remove me from the property or press me to purchase it and have provided misleading information regarding the respondent's contributions toward house renovations.

Could you kindly add a note to my court file that my financial circumstances have changed; as of today, I am registered with Enfield Council as at risk of homelessness if I am to be removed from the property (I will bring the necessary paperwork to the hearing, as these documents have not yet been provided to me).

Additionally, I have attached the following documents to this email:

- 11 emails sent by the respondent's solicitor dated November 5th, 8th, 11th, and 12th, demonstrating breaches of bail conditions and attempts to discourage me from proceeding with the hearing on 26th November regarding this order.
- A screenshot showing that my Universal Credit application has been granted (proof of the amount will be provided once I receive my first payment).
- A receipt for £942, which represents the cost of printing three copies of 360 pages documenting the abuse I have experienced from the respondent. I respectfully request that the respondent be held liable to reimburse me for this expense in full.

Thank you for your attention to this matter.

Yours faithfully,

Irene Sara Spalletti



Our ref: BJ.SW.bs.WAL023

FAO: Ms Lucy Cornish  
Third Floor, Crown House  
47 Chase Side  
London. N14 5PB

By email: [lc@southgate.co.uk](mailto:lc@southgate.co.uk)

20 January 2025

Dear Lucy

**Irene Spalletti and Alexander Walker**

Thank you for your letter dated 10 January 2025. I apologise for the delay in responding but, as your client will be aware, my client was previously prohibited from contacting your client through anyone other than Mr Pennisi until very recently. The bail conditions have now been amended so that I can communicate with you.

I will forward to you all of the correspondence that I have sent to Ms Spalletti (via Mr Pennisi) since I was instructed in November 2024, together with all of the documents arising from your client's unnecessary application for a non-molestation order and an occupation order, which was resolved by consent at a hearing on 26 November 2024. Regrettably your client forced my client to incur the costs of that hearing when (despite your client's application being wholly without merit), in an attempt to resolve matters, my client had offered a full suite of non-molestation undertakings in advance.

As you will see from the correspondence, our clients' relationship ended in mid-July 2024. Since then, my client has tried his very best to engage constructively with your client to resolve the matters arising from their separation, including in relation to the sale of their joint property, 92 Ollerton Road. Unfortunately, your client has not engaged substantively and until recently has ignored all of my correspondence about this, leaving my client with no choice but to send a letter before action notifying your client of his intention to commence TOLATA proceedings in the event of her ongoing failure to cooperate. He asked for a response by no later than 13 January 2025, having given your client a full month to respond to the letter before action and in circumstances where he has repeatedly invited your client to collaborate in relation to the property since last summer.

It is disappointing that it took until 15 January 2025 for my client to receive any response to his reasonable and practical proposals in respect of 92 Ollerton Road. I attach a letter that I received directly from your client in which she appears to suggest that, despite having previously indicated otherwise, she would be content: (i) for my client to buy her out of her share of the property; or (ii) for the house to be sold as soon as possible.

Since you are now instructed, I am not able to correspond with your client directly in relation to these proposals. Notwithstanding your client's unacceptably aggressive and hostile approach to matters, as you will see from my previous correspondence, my client is committed to resolving matters swiftly and amicably without the involvement of the court. However, it is now seven months since our clients separated and no progress has been made. My client is currently living between a friend's house and his mother's house. His current living situation is not sustainable and so the financial matters arising from our clients' separation do need to be resolved forthwith. Please, therefore, let me have your client's detailed proposals in relation to 92 Ollerton Road by no later than 4pm on Friday 24 January 2025.

Yours sincerely



**SARAH WALKER**

Enc.



Irene Spalletti <irene.spalletti@gmail.com>

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## Your Property Matter - update

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**Lucy Cornish** <lc@southgate.co.uk>  
To: "irene.spalletti@gmail.com" <irene.spalletti@gmail.com>  
Cc: Anjali Shah <as@southgate.co.uk>

21 January 2025 at 17:03

Hi Irene,

Firstly, I hope you are well and thank you for your email yesterday.

I just wanted to update you on work undertaken thus far.

I had aimed to provide you with a first draft of our letter in response by close of business today, however, unfortunately, it is taking me longer than I had anticipated plus I have had some unexpected urgent matters to attend to.

I will do my best to provide you with a first draft by Thursday with the aim to finalise and send the letter to Mr Walker's solicitors by end of next week. However, given that I am out of office tomorrow and Friday, a first draft may instead be with you by early next week. I do apologise for any inconvenience caused.

On a separate note, please note that Mr Walker's solicitor called me on Friday last week and this afternoon asking to speak with me urgently. I also received a letter from her yesterday seeking a response by no later than 4pm this Friday (attached) and the following earlier today:

***"Further to my letter of yesterday's date, here is a link to all of the correspondence that I previously sent to Ms Spalletti (via Mr Pennisi), together with the documents arising from her application for a non-molestation and occupation order: <https://acrobat.adobe.com/id/urn:aaid:sc:EU:6dc7a2cf-c9d5-4b1c-83dd-e3a21d812f9f>"***

My colleague, Anjali, who I have copied into this email called Mr Walker's solicitor this afternoon to keep her at bay, however, there was no response. Anjali therefore left a voicemail to let her know that everything is in hand but that we will most likely not be able to respond by 4pm Friday.

Have a good evening and I will be in contact on Thursday.

Regards

**Lucy Cornish** | Family Law Solicitor

**southgate solicitors**

Third Floor, Crown House,

47 Chase Side, London, N14 5BP

**t:** 0208 004 0065

**w:** [www.southgate.co.uk](http://www.southgate.co.uk)

Our ref: BJ.SW.bs.WAL023

FAO: Ms Lucy Cornish  
Third Floor, Crown House  
47 Chase Side  
London. N14 5PB

By email: [lc@southgate.co.uk](mailto:lc@southgate.co.uk)

23 January 2025

Dear Lucy

**Irene Spalletti and Alexander Walker – 92 Ollerton Road**

I write in response to your email dated 21 January 2025.

My client is dismayed by how long it is taking for your client to respond to his straightforward proposals in relation to our clients' jointly owned property, 92 Ollerton Road. I first wrote about this issue on 5 November 2024 and my client has been attempting to engage constructively with your client about this since last summer. There can be no possible justification for the ongoing delay. My client has not been able to live in his own property since September 2024.

His current living situation is unsustainable and there must be a route to him being able to extract his share of the equity from the property so that he can appropriately house himself.

In addition to this, for the months of November 2024 and January 2025 your client has only paid 50% of her half share of the mortgage (i.e. 25% of the monthly payment due), leaving my client to pay the rest. This is completely unacceptable and if your client does not reimburse him forthwith, my client will be seeking that the overpayments he has been forced to make on your client's behalf are deducted from your client's share of the proceeds of sale of the property.

Your client has had more than six weeks to respond to my client's letter before action dated 13 December 2024 and she has since made a further application within the Family Law Act proceedings to vary an order that was *made by consent* on 26 November 2024. In light of this, my client has no confidence at all that your client will engage constructively in the sale process, and I therefore have instructions to make an application under the Trust of Land and the Appointment of Trustees Act 1996 for the court to make an order for sale forthwith.

Yours sincerely



**SARAH WALKER**

# southgate solicitors

Ms Sarah Walker  
Hughes Fowler Carruthers  
Academy Court  
94 Chancery Lane  
London  
WC2A 1DT

Our Ref: LC/102369  
Your Ref: BJ.SW.bs.WAL023

27 January 2025

Dear Sarah

**Spalletti & Walker - 92 Ollerton Road**

I write further to your letter dated 23 January 2025 to which I have only just had sight of given that it was emailed to me outside office hours on Thursday evening and, as you are aware, I was out of office Friday.

My client is extremely disappointed to read that your client now wishes to proceed via court and especially given that we have written to you on two separate occasions advising that efforts are ongoing to ensure that a full response is provided as soon as practicably possible.

I understand and can appreciate that the matter has been ongoing formally via solicitors since November 2024 however, for the most part of November, parties were preoccupied with Family Law Act proceedings. Thereafter, and following receipt of your Letter Before Action dated 13 December 2024, my client actively sought representation but due to the Christmas period fast approaching this proved difficult.

As you are aware, I was instructed by Ms Spalletti just over two weeks ago and there is a considerably large volume of papers to consider before a comprehensive response can be given. You will appreciate that I require reasonable time to respond on behalf of my client and do not consider your proposed deadline of 24 January a reasonable nor helpful timeframe. Not to mention, the continual chasing and threats are not assisting matters and are in fact impeding a more prompt response from us. Further, my client does not appreciate the persistent communications since this is contributing materially to her increasing legal costs which will be brought to the court's attention if an application is made.

Third Floor, Crown House, 47 Chase Side, London, N14 5BP  
t: 0208 004 0065 e: [hello@southgate.co.uk](mailto:hello@southgate.co.uk) w: [www.southgate.co.uk](http://www.southgate.co.uk)

As previously stated, my client is keen to resolve matters outside of court. My client simply does not wish to provide a meaningless and unhelpful response to your client's proposals and therefore requires reasonable time to ensure her response is thorough and addresses all issues raised.

We will aim to provide you with a response as soon as possible and by end of next week. We urge your client not to escalate matters in the meantime and again, put him on notice that should he proceed to make an application to court, my client will be seeking costs against him.

Yours sincerely

**Lucy Cornish  
southgate solicitors**

Our ref: BJ.SW.bs.WAL023

FAO: Ms Lucy Cornish  
Third Floor, Crown House  
47 Chase Side  
London. N14 5PB

By email: [lc@southgate.co.uk](mailto:lc@southgate.co.uk)

31 January 2025

Dear Lucy

**Irene Spalletti and Alexander Walker – 92 Ollerton Road**

I write in response to your letter dated 30 January 2025. Again, I note the delay in your reply to our letter dated 23 January 2025 (which is not adequately explained by one day of leave on 24 January 2025).

For the avoidance of any doubt, my client does not wish to proceed via court but appears to have little other option given your client's continued prevarication, lack of proper engagement (in these proceedings at least) and general unwillingness to agree the inevitable.

Notwithstanding first writing on this issue on 5 November 2024 and chasing (without any proper response), my client's letter before action was sent on 13 December 2024. Your client was given until 13 January 2025 to substantively reply i.e. four weeks. You will of course be aware that Paragraph 6(b) of the Practice Direction - Pre-Action Conduct and Protocols states that the prospective Defendant should respond within a reasonable time, namely 14 days in a straightforward case. Our letter thus gave double that time.

The fact that your client only chose to instruct you less than three working days before that deadline (as made abundantly clear in her own letter direct to us on 15 January 2025) is entirely a matter for your client.

In any event, in response to your holding letter dated 10 January 2025 (in which you stated you would provide a full response promptly), you were given until 24 January 2025 to respond i.e. a further 14 days. There is no doubt that this is a straight forward case. It is a simple matter of whether or not your client agrees to an order of sale, the mechanics thereof and some basic equitable

accounting. As you say, you are not instructed in the Family Law Act proceedings. They are by and large irrelevant to this issue. The relevant papers are thus minimal.

The pre-occupation with the Family Law Act proceedings, as you put it, is exactly that on behalf of your client. By your client's latest applications (which she has clearly made in response to my client's letter before action), she has made it clear that she is under the misapprehension that an Occupation Order provides a method of: delaying the inevitable order for sale; avoiding her clear financial responsibilities; and, curtailing my client's genuine attempts to resolve this issue via correspondence. I cannot see it as coincidental that your aim is to provide a response by the end of next week i.e. after the 5 February 2025 Family Law Act hearing.

Finally, in those circumstances, the suggestion that my client will in any way have to bear your client's costs is extraordinarily unrealistic given the provisions of both CPR 44 and the Practice Direction - Pre-Action Conduct and Protocols.

Yours sincerely



**SARAH WALKER**