

**C5 – 2nd Position Statement of the Respondent**  
Mr Alex Michael Luke Wolf Walker

Case ref: ED24F00300

IN THE FAMILY COURT AT EDMONTON

IN THE MATTER OF  
THE FAMILY LAW ACT 1996

BETWEEN:

Miss Irene Sara Spalletti

Applicant

– and –

Mr Alexander Michael Luke Wolf Walker

Respondent

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**C5 – 2nd Position Statement of the Respondent**

*Filed for Non-Molestation  
and Occupation Order proceedings*

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*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.*

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

**BETWEEN:**

**IRENE SARA SPALLETTI**

Applicant

**-and-**

**ALEXANDER MICHAEL LUKE WOLF WALKER**

Respondent

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**INDEX TO BUNDLE FOR THE HEARING AT THE FAMILY COURT SITTING  
AT EDMONTON AT 10AM ON 5 FEBRUARY 2025 WITH A TIME ESTIMATE  
OF ONE HOUR**

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IN THE FAMILY COURT SITTING AT  
EDMONTON

CASE NO: ED24F00300

B E T W E E N :

IRENE ARA SPALLETTI

Applicant

-and-

ALEXANDER MICHAEL LUKE WOLF WALKER

Respondent

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POSITION STATEMENT ON BEHALF OF THE RESPONDENT

HEARING TO CONSIDER APPLICANT'S APPLICATIONS ON 5 FEBRUARY 2025

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*Page references in this note refer to the continuous electronic PDF numbering within the hearing bundle (442 pages)*

Overview

1. The applicant ("A") is a litigant in person. The respondent ("R") is represented by *Hughes Fowler Carruthers* and the author of this note.
2. This hearing has been listed to consider A's two applications. The first, made in Form FL403 on 31 December 2024 [35], is to "vary" a non-molestation order made by consent as recently as 26 November 2024 (just over two months ago) by District Judge Davies [30]. The second application is for so-called "financial reimbursement" in respect of printing costs and future legal costs, made in Form FP2 on 7 January 2025 [32].
3. A's applications are incoherent and wholly without merit. What A is seeking goes beyond either the scope or purpose of the Family Law Act 1996 ("FLA"). Despite having made an application to vary the extant non-molestation order, even on A's own case, no new information has come to light to justify any variation. A seems to be relying on the mere fact that R's solicitors have been corresponding with A in respect of the sale of the parties' jointly owned property, 92 Ollerton Road, N11 2LA ("92OR"). It appears that A is effectively seeking to appeal the order, made by consent, by the backdoor.
4. It is clear to R that A's applications are financially motivated and have been made in a cynical attempt to delay the progress of the eventual application that will likely have to be made under the Trusts of Land and Appointment of Trustees Act 1996 ("TOLATA") in respect of 92OR, given A's non-engagement with R's solicitors' correspondence in relation to the property.

5. R's position at this hearing is that the court should **strike out or dismiss** A's applications. It is submitted that the court is able to do so at this stage simply by reference to the contents of those applications.
6. The author is mindful of the pressures on the Family Court's list, however the court is respectfully invited to deal with A's applications robustly at this hearing, with a view to furthering the overriding objective. A's meritless applications should not be allowed to take up any more court time, nor should R be put to any further expense of having to respond to the same. R is already having to contend with an ongoing criminal investigation, after A made a criminal complaint against him (which was already considered during the initial FLA proceedings), and the likelihood of proceedings under TOLATA. A cannot be allowed to use this litigation as a tool to exert financial pressure on R.

### **The necessary context to A's applications**

#### *Background to A's first FLA application*

7. The parties were previously in a relationship from 2019 and purchased 92OR together in February 2024.
8. R accepts in his statement made in the previous FLA proceedings that the relationship was tumultuous [see e.g. §5 394]. Both parties engaged in arguments, used inappropriate language and shouted at the other, but the difficulties in the relationship were not one-sided and both parties were at fault. R indeed exhibited messages between the parties demonstrating as much [see e.g. 417]. R robustly denies that he was ever physically abusive towards A, or in any way controlling.
9. The relationship ended in mid-July 2024 but the parties continued to live at 92OR. This was obviously unsustainable. R made it clear to A that he wished to separate, sell the property and have no further ties to A by text message on 14 August 2024 [§49 402-403].
10. On 2 September 2024, the parties had an argument and A falsely alleged that R had broken a lamp (it was broken months before, as documented by R at the time with an apology to A and an offer to purchase a replacement [423]). A called the police due to the alleged property damage. R was subsequently arrested and taken to Leyton Police Station, where he was interviewed under caution. The criminal investigation remains ongoing and R remains subject to bail conditions which include:
  - a. not to contact, directly, indirectly, or via electronic means, A or her mother; and
  - b. not to attend 92OR.



- c. They were varied to allow R to communicate indirectly with A via a solicitor and nominated third party (including any solicitors that A may instruct). It is understood that A is now refusing to nominate a third party for communication and has ceased to instruct her solicitors. R is therefore currently in the completely unacceptable position of being unable to communicate with A, via his solicitors, in respect of an application under the FLA that A has made. Likewise, R's solicitors are currently unable to correspond with A in respect of impending TOLATA proceedings. It is hoped that, with a steer from the court if necessary, a nominated third party can be agreed at this hearing so that R isn't effectively barred from being able to litigate adequately.
11. In compliance with his bail conditions, R has not communicated with A in any way, save via solicitors (whilst A had nominated a third party for communication / had solicitors representing her), and counsel at the hearing on 26 November 2024. R has also never returned to 92OR since his initial arrest.
12. Despite having had no contact with R for 7 weeks, A then proceeded to make an *ex parte* application for a non-molestation order and occupation order which was issued on 25 October 2024 [5]. In support of her application, A produced an extraordinarily long witness statement, coming to 45 pages, or 342 pages including exhibits [49]. A's statement is often bizarre, confusing and contradictory (e.g. A makes allegations of physical abuse but also states that R had never been physical with her [§5.4(12) 69]).
13. At the *ex parte* hearing, on reading A's application, on 25 October 2024 DJ Cohen granted a very limited non-molestation order in the interim and no occupation order [27].
14. R was subsequently served on 30 October 2024 and, via his solicitors, wrote to A on multiple occasions to offer undertakings to compromise matters (including an undertaking not to return to 92OR) and to make proposals for how to move forward regarding their jointly owned property. A did not engage. R was therefore left with no choice but to prepare for the return date hearing and proceeded to file a response to A's application on 21 November 2024 [393].

*The hearing on 26 November 2024*

15. R's solicitors' attendance note of the hearing before DJ Davies is included in the Bundle [436 – 439], for the court's reference.
16. At the hearing, A refused to accept undertakings to compromise matters. In order to bring proceedings to a close and not incur further unnecessary costs, R therefore proposed that a non-

molestation order be made by consent and that no occupation order be made (on the basis that R agreed to a zonal non-molestation order preventing him from returning to 92OR), with it being recorded that no admissions were made on A's application and that the court made no findings of fact.

17. R's proposed terms were clearly explained to A by the judge [see 438-439]. It can be seen that A asked the judge whether she would need to pay towards the mortgage on the property, and the judge made it clear that the order wouldn't affect the parties' responsibilities under the mortgage (i.e. that A would still need to pay towards the mortgage).
18. A agreed to the proposed non-molestation order, in full and final satisfaction of her application. The order, which is in the Bundle, was drawn up by the judge, not counsel [see the bottom of 438]. It clearly reflects what was agreed, and ordered, by the court on that occasion.

#### *Events since the last hearing*

19. Since the last hearing, R has not breached the terms of the non-molestation order, nor his bail conditions.
20. Obviously, it is not sustainable for the parties to remain co-owners of a property, that R himself is unable to live in, and for R to remain liable to pay bills, the mortgage, etc, going forward. Indeed, despite the judge's comments to A at the hearing on 25 November 2024, A has unilaterally decided to pay less than her half share towards the mortgage. R has been attempting to reach an agreement with A, through solicitors, about the sale or a potential "buy out" of the parties' jointly owned property, 92OR. R was unable to make progress in correspondence, as A ignored R's solicitors' proposals. Therefore, a pre-action letter was sent by R's solicitors on 13 December 2024, proposing that 92OR be sold and notifying A that, if she failed to respond or did not respond in a satisfactory manner, R's solicitors anticipated being instructed to take further action. Tellingly, after this letter was sent, A then proceeded to issue the two applications that are now before the court.
21. After the pre-action letter was sent, A subsequently instructed solicitors, *Southgate Solicitors*, in relation to the dispute around 92OR (not in relation to the FLA proceedings). It appears from communication sent by A to R's solicitors and to the court on 3 February 2025 that they are now no longer instructed. It seems inevitable that, unless an agreement can be reached, an application under TOLATA will need to be issued.



### The law on strike out

22. Per FPR 4.4 (emphasis added):

“(1) *Except in proceedings to which Parts 12 to 14 apply, the court may strike out a statement of case if it appears to the court –*

- (a) that the statement of case discloses no reasonable grounds for bringing or defending the application;*
- (b) that the statement of case is an abuse of the court's process or is otherwise likely to obstruct the just disposal of the proceedings;*
- (c) that there has been a failure to comply with a rule, practice direction or court order; or*
- (d) in relation to applications for matrimonial and civil partnership orders and answers to such applications, that the parties to the proceedings consent.*

*(1A) When the court is considering whether to exercise the power to strike out a statement of case, it must take into account any written evidence filed in relation to the application or answer.*

*[...]*

*(5) If the court strikes out an applicant's statement of case and it considers that the application is totally without merit –*

- (a) the court's order must record that fact; and*
- (b) the court must at the same time consider whether it is appropriate to make a civil restraint order.”*

23. Further, per PD24A:

“2.1

*The following are examples of cases where the court may conclude that an application falls within rule 4.4(1)(a) –*

- (a) those which set out no facts indicating what the application is about;*
- (b) those which are incoherent and make no sense;*
- (c) those which contain a coherent set of facts but those facts, even if true, do not disclose any legally recognisable application against the respondent.*

2.2

*An application may fall within rule 4.4(1)(b) where it cannot be justified, for example because it is frivolous, scurrilous or obviously ill-founded.”*

### A's application in Form FP2

24. Per A's Form FP2, A is seeking financial reimbursement of “£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” [32].

25. A's application for financial reimbursement must obviously be struck out:

- a. The court does not have the jurisdiction to make the order that A seeks – it is not legally recognisable;
- b. A has provided no evidence in support of the sum that she seeks (she has provided one illegible receipt [434]);
- c. By reference to the exhibit to A's statement [434], A had already asked the court to make an order for R to "reimburse" A for this same expense on 13 November 2024 – i.e. before the previous hearing – and the court made no such order. A is therefore attempting to relitigate the exact same issue, which amounts to an abuse of process.

**A's application to vary the non-molestation order**

26. Per A's Form FL403, she is seeking to "vary" the extant non-molestation order, although it is not at all clear how. She seeks various things which clearly go beyond the powers of the court under the FLA, which go beyond the purpose of a variation application or are obviously totally without merit [37].

*(a) "To vary the current order to an occupation order or to hold a re-trial to confirm whether occupation rights were granted in full until 25 October 1025, as I was led to believe."*

27. It appears that A is seeking to appeal the order, out of time, through the backdoor. She seemingly admits as much in her witness statement, where she states that she only became aware that she was allegedly "denied a fair hearing" (no further explanation is offered in this respect) on 13<sup>th</sup> December, which prevented her from exercising her right to appeal the order within the appropriate time frame [430].
28. It is plain from the order that was drawn up by DJ Davies, and the attendance note of the hearing, that an occupation order was not made. Instead, R offered a zonal non-molestation order, by consent, not to attend A's property [§3 30]. This order was made by the court in full and final satisfaction of A's application for a non-molestation order and occupation order. A was well aware of this, as is clear from the attendance note. As above, it was made clear to A that the order would not affect the parties' respective duties to pay towards the mortgage on the property.
29. It is obviously not the function of a variation application to hold a "re-trial" on the same facts. A's witness statement discloses no new allegations to justify the making of an occupation order as opposed to a zonal non-molestation order. She does not allege that R has attended 92OR since the making of the order. The court was satisfied at the hearing on 26 November 2024 that the application could be compromised without making an occupation order and nothing has changed since then.



30. It appears that A is operating under the (mistaken) belief that, if an occupation order were to be granted, as opposed to a zonal non-molestation order, that would prevent R from making an application under TOLATA. That is, of course, not the purpose nor function of an occupation order.

(b) "To extend the order until the end of our mortgage agreement, 31 March 2026."

31. A makes no new allegations in her statement which would justify an extension to the term of the non-molestation order that is in place (see below).

(c) To conduct a review to determine whether additional protective measures are necessary to ensure compliance with the court's orders and to prevent further harassment from Mr. Walker's solicitor.

32. A does not particularise which additional protective measures she seeks. It is not the function of a variation application to "review" an order, two months after it was made.
33. Indeed, although A makes vague allusions to continuing abusive behaviour from R after the making of the previous order, A does not actually pin her colours to the mast and state that R has breached the order (in the section of A's witness statement entitled "*Non Adherence to Court Orders*", A does not particularise any breaches of the non-molestation order, but instead tellingly focuses on alleged incidences of R "*avoiding his financial responsibilities related to [92OR]*", which R refutes in any event [430]).
34. A references domestic abuse in her witness statement [431-432], but these are all allegations which were already particularised in her previous witness statement. The only new allegations are (i) a suggestion that R stole £10,000 from A in June 2024 [432], although it appears that this is again a restatement of a previous allegation that R owes her c.£9,236.95 [§6.2(2) 79], and (ii) that A is being "coerced" and "threatened" by R via his solicitors [see 432-433].
35. It is clear from the examples given by A in her own statement that the letters she has received from R's solicitors do not amount to "financial and coercive control" as alleged, or in any way justify the granting of injunctive relief.
36. A references, for example, correspondence received from R's solicitors putting A on notice that R may seek an order for costs [432]. R is of course perfectly entitled to do so and indeed should do so before making any application for costs.

37. Similarly, A references alleged attempts by R's solicitors to "harass and coerce" A to agree to a sale of 92OR by 13 January 2025, with "repeated threats of legal costs and references to applications under the TOLATA" [432]. In reality, the deadline of 13 January 2025, by which time A was told she must respond to R's proposals or else R would need to consider taking further action, was included in R's solicitors letter dated 13 December 2024 (i.e. a month beforehand - paragraph 6(b) of the Practice Direction Pre-Action Conduct and Protocols states that the prospective defendant respond within a reasonable time, namely *14 days* in a straightforward case ) in the context of A having wholly failed to engage with R's solicitors in respect of the co-ownership of 92OR. R is of course perfectly entitled to make an application under TOLATA and to put A on notice of his intention to seek his costs of doing so.
38. A has suggested in an email to the court on 3 February 2024 that "*Both and I and the detective overseeing the bail conditions have instructed [R's family solicitor] to stop [contacting A's solicitor], yet she persists in ignoring these instructions*". This suggestion is false. In fact, T/DC Proudfoot of the Metropolitan Police has provided an email to assist the court [**annexed to this Position Statement**] which confirms, *inter alia*:
- a. Whilst R's criminal solicitors were informed, over the phone, that A did not want to receive any further communication from R's family solicitors on 28 January 2025, "*I did not specifically instruct this communication to stop and have not instructed [R's family solicitor] at all, nor had communication with her so far*";
  - b. The police have explained to A that they do not believe that contact from R's family solicitor amounts to a breach of R's bail conditions;
  - c. A no longer wishes for communication to be facilitated via her solicitor, and indeed wishes for R's family solicitor to have no further contact with her at all, even via a third party. A wishes "*for all disputes regarding property to be addressed within the court*".
39. A has not particularised any allegations which would justify a variation of the extant non-molestation order, let alone to include a blanket prohibition on any direct or indirect communication, including via solicitors. Plainly, R needs some method of communicating with A, and that must come at the very least through his solicitors.
- (d) To provide a clear definition and enforcement of property-related financial obligations, including Mr. Walker's responsibilities for maintaining the property and covering associated costs.
40. This is not the function of a variation application, nor is it the function of a judge on any application under the FLA to explain or enforce the parties' respective legal obligations as co-owners of 92OR.



*(e) To hold a fact-finding hearing to establish Mr. Walker's accountability and determine his guilt concerning the matters of domestic abuse.*

41. Again, this is not the function of a variation application. The court will not hold a free-standing fact-finding hearing simply for the purpose of determining whether a party has committed domestic abuse. The court need only make determinations of fact on such issues as are necessary in order to determine whether a non-molestation order/occupation order should be made and in what terms.
42. In this case, a non-molestation order has already been made. The court was satisfied that the order that has been made offered adequate protection to A, on the allegations pleaded, without having made any findings of fact in relation to whether those allegations were true or false. A cannot now seek a trial to determine whether those same allegations, in respect of which a final order has already been made (and has not been breached), are true.

### **Conclusion**

43. It is submitted that, taking into account the evidence filed in support of A's two applications, the court should have no difficulty in either striking out the applications or otherwise dismissing them at this hearing. The facts pleaded by A either do not disclose reasonable grounds for bringing the applications (engaging FPR 4.4 (1)(a)), or amount to an abuse of the court's process by seeking to relitigate the same issues, on the same facts, after proceedings have already concluded (engaging FPR 4.4 (1)(b)). If the court is not minded to deal with A's application to vary by way of strike out, it is clear from the evidence filed in support of that application that A does not meet the criteria for a variation of the non-molestation order (nor does A even suggest how she wants the application to be varied). The court should therefore, in the alternative, dismiss A's obviously meritless application to vary.

### **Costs**

44. A's applications are wholly without merit and appear designed to exert pressure on R in respect of the parties' ongoing dispute about the future of 92OR. R has also, by reference to the email from T/DC Proudfoot, misled the court. A cannot be allowed to continue to litigate unreasonably and with impunity. A costs order is clearly appropriate in this case. R seeks for A to pay his costs, summarily assessed, by reference to the N260 provided.

**Charles Richardson**  
**1 King's Bench Walk**  
**4 February 2025**



**From:** [Jonty.Proudfoot@met.police.uk](mailto:Jonty.Proudfoot@met.police.uk) <[Jonty.Proudfoot@met.police.uk](mailto:Jonty.Proudfoot@met.police.uk)>

**Sent:** 03 February 2025 15:26

**To:** [B.Jones@hfclaw.com](mailto:B.Jones@hfclaw.com)

**Cc:** Bethan Cowlam <[BCowlam@bcl.com](mailto:BCowlam@bcl.com)>; Ellen Peart <[epeart@bcl.com](mailto:epeart@bcl.com)>; Kate Collard <[kcollard@bcl.com](mailto:kcollard@bcl.com)>

**Subject:** [EXTERNAL] FW: ED24F00300 – Irene Sara Spalletti/Mr. Walker – Hearing 5.02.2025

Good afternoon,

For the purpose of clarification to the court - I believe my communication with involved parties with regard to this matter may have been miscommunicated. I can confirm that I informed Ms. Cowlam that Iren did not want for any further contact from Ms. Walker during a phone call on 28/01/2025, but I did not specifically instruct this communication to stop and have not instructed Ms. Walker at all, nor had communication with her so far. Following this I informed Iren via email why police believe that contact from Ms. Walker did not amount to breach of bail with reference to the circumstances as we understand them.

I have spoken to Iren and understand that she no longer wishes for communication to be facilitated via her solicitor and wishes for Ms. Walker to have no further contact with her or her solicitor. I have spoken to her and she no longer wishes to nominate a third party to receive contact on her behalf, and still does not wish to have direct/indirect contact. She wishes for all disputes regarding property to be addressed within the court.

I can confirm that as it stands police are not pursuing matters regarding a property dispute and that my involvement is purely to navigate bail conditions imposed as part of a separate matter between the parties.

Best regards  
T/DC Proudfoot

# Statement of Costs (summary assessment) (CPR PD44 9.5)

In the	
Family Court at Edmonton	
Case Reference	ED24F00300

## Judge/Master

Judge

**Case Title** Irene Sara Spalletti and Alexander Michael Luke Wolf Walker

## Respondent's Statement of Costs for the hearing on 5 February 2025

Description of fee earners\*

(1) Name	Bryan Jones	grade	A	rate	£530.00
(2) Name	Sarah Walker (2024)	grade	B	rate	£380.00
(3) Name	Sarah Walker (2025)	grade	B	rate	£395.00
(4) Name	Rica Lee	grade	C	rate	£315.00

### Solicitors' Grades

Grade A - Solicitors and Chartered Legal Executives with over eight years post qualification experience including at least eight years litigation experience.  
Grade B - Solicitors and Chartered Legal Executives with over four years post qualification experience including at least four years litigation experience.  
Grade C - Other solicitors and Chartered Legal Executives and fee earners of equivalent experience.  
Grade D - Trainee solicitors, paralegals and other fee earners.

"Chartered Legal Executive" means a Fellow of the Chartered Institute of Legal Executives (CILEx). Those who are not Fellows of CILEx are not entitled to call themselves Chartered Legal Executives and in principle are therefore not entitled to the same hourly rate as a Chartered Legal Executive.

## Attendances on (party)

### Personal attendances

(1) (number)		hours at £	530.00	£	0.00
(2) (number)		hours at £	380.00	£	0.00
(3) (number)		hours at £	395.00	£	0.00
(4) (number)		hours at £	315.00	£	0.00

### Letters out/emails

(1) (number)		hours at £	530.00	£	0.00
(2) (number)	0.6	hours at £	380.00	£	228.00
(3) (number)	0.7	hours at £	395.00	£	276.50
(4) (number)		hours at £	315.00	£	0.00

### Telephone

(1) (number)		hours at £	530.00	£	0.00
(2) (number)	0.2	hours at £	380.00	£	76.00



(3) (number)	1.5
(4) (number)	

hours at £	395.00	£	592.50
hours at £	315.00	£	0.00

### Attendances on opponents (including negotiations):

#### Personal attendances

(1) (number)	
(2) (number)	
(3) (number)	
(4) (number)	

hours at £	530.00	£	0.00
hours at £	380.00	£	0.00
hours at £	395.00	£	0.00
hours at £	315.00	£	0.00

#### Letters out/emails

(1) (number)	
(2) (number)	0.1
(3) (number)	
(4) (number)	

hours at £	530.00	£	0.00
hours at £	380.00	£	38.00
hours at £	395.00	£	0.00
hours at £	315.00	£	0.00

#### Telephone

(1) (number)	
(2) (number)	
(3) (number)	
(4) (number)	

hours at £	530.00	£	0.00
hours at £	380.00	£	0.00
hours at £	395.00	£	0.00
hours at £	315.00	£	0.00

### Attendance on others:

#### Personal attendances

(1) (number)	
(2) (number)	
(3) (number)	
(4) (number)	

hours at £	530.00	£	0.00
hours at £	380.00	£	0.00
hours at £	395.00	£	0.00
hours at £	315.00	£	0.00

#### Letters out/emails

(1) (number)	0.1
(2) (number)	0.5
(3) (number)	
(4) (number)	

hours at £	530.00	£	53.00
hours at £	380.00	£	190.00
hours at £	395.00	£	0.00
hours at £	315.00	£	0.00

#### Telephone

(1) (number)	
(2) (number)	
(3) (number)	2
(4) (number)	0.2

hours at £	530.00	£	0.00
hours at £	380.00	£	0.00
hours at £	395.00	£	790.00
hours at £	315.00	£	63.00

### Site inspections etc.

(1) (number)	
(2) (number)	
(3) (number)	

hours at £	530.00	£	0.00
hours at £	380.00	£	0.00
hours at £	395.00	£	0.00

(4) (number)	<input type="text"/>	hours at £	<input type="text" value="315.00"/>	£	<input type="text" value="0.00"/>
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Work done on documents, as set out in schedule:	£	<input type="text" value="2,130.50"/>
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**Attendance at hearing:**

(1) (number)	<input type="text"/>	hours at £	<input type="text" value="530.00"/>	£	<input type="text" value="0.00"/>
(2) (number)	<input type="text"/>	hours at £	<input type="text" value="380.00"/>	£	<input type="text" value="0.00"/>
(3) (number)	<input type="text" value="1.5"/>	hours at £	<input type="text" value="395.00"/>	£	<input type="text" value="592.50"/>
(4) (number)	<input type="text"/>	hours at £	<input type="text" value="315.00"/>	£	<input type="text" value="0.00"/>
fixed costs				£	<input type="text"/>

(1) (number)	<input type="text"/>	hours travel and waiting time £	<input type="text" value="530.00"/>	£	<input type="text" value="0.00"/>
(2) (number)	<input type="text"/>	hours travel and waiting time £	<input type="text" value="380.00"/>	£	<input type="text" value="0.00"/>
(3) (number)	<input type="text"/>	hours travel and waiting time £	<input type="text" value="395.00"/>	£	<input type="text" value="0.00"/>
(4) (number)	<input type="text"/>	hours travel and waiting time £	<input type="text" value="315.00"/>	£	<input type="text" value="0.00"/>

<b>Sub Total £</b>	<input type="text" value="5,030.00"/>
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Brought forward £ 5,030.00

Counsel's fees (name) (year of call) Charles Richards (2022)

Fee for [advice/conference/documents] £

Fee for hearing £ 1,125.00

Other expenses

Court fees £

Others  
(give brief description)

**Total** £ 6,155.00

Amount of VAT claimed

on solicitors and counsel's fees £ 1,231.00

on other expenses £

**Grand Total £** 7,386.00

The costs stated above do not exceed the costs which the (party) is liable to pay in respect of the work which this statement covers. Counsel's fees and other expenses have been incurred in the amounts stated above and will be paid to the persons stated.

Alexander Michael Luke Wolf Walker



Signed

04/02/2025

Dated

Bryan Jones

Name of Partner signing

Hughes Fowler Carruthers

Name of firm of solicitors



### Schedule of work done on documents

Item	Description of work (one line only)	Grade A hours	Grade B hours	Grade C hours	Grade D hours	Total £
1	Considering Documents		1.00	1.00		710.00
2	Instructions and papers to counsel		0.90	1.00		670.50
3	Preparation for hearing		1.50	0.50		750.00
<b>TOTAL</b>		0.00	3.40	2.50	0.00	2,130.50



**In the Family Court  
sitting at Edmonton**  
**[DRAFT]**

**Case No: ED24F00300**

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**Order  
The Family Law Act 1996**

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Before **[name of judge]** in private on 5 February 2025

**The parties:**

The applicant is Irene Sara Spalletti, a litigant in person  
The respondent is Alexander Michael Luke Wolf Walker  
represented by Charles Richardson of counsel

**Recitals**

1. This hearing was listed to consider:
  - a. The applicant's application in Form FL403, dated 31 December 2024, to vary the non-molestation order dated 26 November 2024, which was made by consent on the basis that the respondent does not accept the allegations made by the applicant and that the court did not make any findings of fact ("the variation application");
  - b. The applicant's application in Form FP2, dated 7 January 2025, seeking financial reimbursement from the respondent (the "financial reimbursement application").
2. It is recorded that the court has struck out the variation application and considers the application to be totally without merit.
3. It is recorded that the court has struck out the financial reimbursement application and considers the application to be totally without merit.
4. For the avoidance of doubt, the order dated 26 November 2024, which includes a zonal non-molestation order in respect of 92 Ollerton Road, Enfield, N11 2LA, remains in force.
5. The court expressed concern that, pursuant to the respondent's current bail conditions, the respondent's solicitors are unable to communicate with the applicant in respect of this litigation or impending litigation under the Trusts of Land and Appointment of Trustees Act 1996. The court urged the applicant to propose a method of direct or indirect communication to allow the respondent's solicitors to communicate with her in respect of that litigation.

**IT IS ORDERED:**

6. The variation application is hereby struck out. [OR is hereby dismissed].
7. The financial reimbursement application is hereby struck out. [OR is hereby dismissed]
8. Permission is given to the parties to disclose a copy of this order to the Metropolitan Police and to the court within any proceedings between the parties under the Trusts of Land and Appointment of Trustees Act 1996.

**Costs**

9. The applicant shall pay the respondent's costs of and relating to these applications, summarily assessed at £[amount] (inclusive of VAT and disbursements) by 4.00pm 19 February 2025.

Dated 5 February 2025





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**Order**  
**Family Law Act 1996**

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Irene Sara Spalletti

Applicant

*Ref*

Alexander Michael Luke Wolf Walker, date of birth 24th February 1988

*Ref* BJ.SMW.WAL023.1

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Before Deputy District Judge Barrett sitting at the Family Court at Edmonton, 59 Fore Street, London, N18 2TN

The parties: The applicant is Irene Sara Spalletti, a litigant in person

The respondent is Alexander Michael Luke Wolf Walker, represented by Charles Richardson of counsel

**Recitals**

1. This hearing was listed to consider:

a. The applicant's application in Form FL403, dated 31 December 2024, to vary the non-molestation order dated 26 November 2024, which was made by consent on the basis that the respondent did not accept the allegations made by the applicant and that the court did not make any findings of fact ("the variation application");

b. The applicant's application in Form FP2, dated 7 January 2025, seeking financial reimbursement from the respondent (the "first financial reimbursement application").

2. The court also considered a further application made by the applicant in Form FP2, dated 4 February 2025, seeking further financial reimbursement from the respondent in respect of legal costs the applicant was said to have incurred (the "second financial reimbursement application"). A hard copy of the application form was provided to the court and to the respondent during the hearing and was deemed to have been made.

3. The court made an order that the applicant shall pay towards the respondent's costs, having considered all the circumstances of the case and reflecting that all three applications were dismissed. The court determined that it was not reasonable for the applicant to contest the issues that she raised.

4. For the avoidance of doubt, the order of District Judge Davies dated 26 November 2024, which includes a zonal non-molestation order in respect of 92 Ollerton Road, Enfield, N11 2LA, remains in force.

5. Pursuant to the respondent's current bail conditions, the respondent is only permitted to communicate with the applicant through his solicitors, who may only communicate with either an agreed third party or solicitors instructed by the applicant. The respondent, through his counsel, attempted to agree a method of communication with the applicant, to enable the respondent's solicitors to be able to communicate with the applicant, in compliance with the current bail conditions. The applicant stated that she would not agree to or put forward any third party for the purpose of communication with the respondent's solicitors.

**IT IS ORDERED:**

6. The variation application is hereby dismissed.

7. The first financial reimbursement application is hereby dismissed.

8. The second financial reimbursement application is hereby dismissed.

9. Permission is given to the parties to disclose a copy of this order, to the Metropolitan Police, and to the court within any proceedings between the parties under the Trusts of Land and Appointment of Trustees Act 1996.

**Costs**

10. The applicant shall pay towards the respondent's costs of and relating to these applications, summarily assessed at £1,625 (inclusive of VAT and disbursements), which shall not be enforced until the sale of the parties' property, 92 Ollerton Road, Enfield, N11 2LA, or otherwise by agreement between the parties.

Ordered by \_\_\_\_\_  
Deputy District Judge Barrett

on \_\_\_\_\_  
5th February 2025