

IN THE COUNTY COURT AT EDMONTON

CASE NO: M00ED350

IN THE MATTER OF THE TRUST OF LAND AND APPOINTMENT OF
TRUSTEES ACT 1996

B E T W E E N:

ALEXANDER MICHAEL LUKE WOLF WALKER

-and-

Claimant

IRENE SARA SPALLETTI

Defendant

INDEX TO THE BUNDLE FOR THE CASE MANAMGEMENT HEARING LISTED
AT 10:00AM ON 4 JUNE 2025 AT EDMONTON COUNTY COURT

Tab	Document	Date	Page no
A.	Preliminary documents		
1.	Position Statement on behalf of the Claimant	<i>to follow</i>	
B.	Applications and Orders		
2.	Issued Claim Form	06.02.2025	3 – 6
3.	Acknowledgement of Service (dated 28.02.2025, served on 28.05.2025)	28.02.2025	7 – 8
4.	Acknowledgment of Service	13.03.2025	9 – 10
5.	N244 Application Notice	14.04.2025	11 – 16
6.	Order of DJ Cullen	08.05.2025	17 – 18
7.	N244 Application Notice	15.05.2025	19 – 28
C.	Statements and Affidavits		
8.	First Witness Statement of the Claimant	04.02.2025	29 – 39
D.	Other Documents (Family Law Act Proceedings)		
9.	Order of DDJ Barret	05.02.2025	40 - 41
E.	Correspondence		

10.	Letter from Edwards Family Law to the Defendant	23.05.2025	42 – 43
11.	Email from the Defendant to Edwards Family Law	23.05.2025	44
12.	Email from Edwards Family Law to the Defendant	28.05.2025	45
13.	Email from the Defendant to Edwards Family Law	28.05.2025	46

Notice of Issue

(Part 8 claim)

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

In the County Court at Edmonton

Claim Number	M00ED350
Claimant (including ref.)	Alexander Michael Luke Wolf Walker BJ.SW.WAL0023.1
Defendant (including ref.)	Irene Sara Spalletti
Issue Fee	£365.00

Your claim was issued under Part 8 of the CPR on 6 February 2025.

The court sent it with a copy of your witness statement(s) to the defendant by first class post on / / and it will be deemed served on 14/02/2025. The defendant has until 28/02/2025 to reply.

12 FEB 2025

Notes for guidance

Service of the claim form

- The claim form must be served on the defendant within 4 months of the date of issue (6 months if you are serving outside England and Wales). You may apply for an order extending the time for serving the claim form but the application must generally be made before the 4-month or 6-month period expires.

Replying to the claim form

- the defendant must file an acknowledgment of service with the court together with any written evidence to be relied on within 14 days of service of the claim form. At the same time, the defendant must send copies to you and all other parties.
- if the defendant files written evidence, you will have 14 days from receiving it to file any further evidence in reply. You must at the same time send copies to all other parties to the claim.

The defendant may

- contest your claim and seek a different remedy to that sought by yourself
- object to your using this procedure and set out his reasons
- dispute the court's jurisdiction

What happens next

- the court file will be referred to a judge for directions for the disposal of the claim 14 days after the expiry of the time for filing the acknowledgement of service.
- the file will not be referred if the court has already arranged a hearing date or given directions

Failure to reply

- if an acknowledgment of service is not filed, the defendant may attend any hearing in the claim but may not take part at the hearing unless the court gives permission.

You must inform the court immediately if your claim is settled or discontinued.

The court office at the County Court at Edmonton, 59 Fore Street, London, N18 2TN. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number. Tel: 0300 123 5577. Check if you can issue your claim online. It will save you time and money. Go to www.moneyclaim.gov.uk to find out more.



Claim Form (CPR Part 8)

In the COUNTY COURT SITTING AT EDMONTON

Claim no.

M00ED350

Fee Account no.

PBA0084440

Help with Fees -
Ref no. (if applicable)

HWF

Claimant

ALEXANDER MICHAEL LUKE WOLF WALKER
205 QUERMERFORD
CALNE, WILTSHIRE
SN11 8JY
TELEPHONE: 07725 698210
EMAIL: AMLWWALKER@GMAIL.COM



Defendant(s)

IRENE SARA SPALLETTI
92 OLLERTON ROAD,
ARNOS GROVE,
LONDON
N11 2LA

EMAIL: IRENE.SPALLETTI@GMAIL.COM

Does your claim include any issues under the Human Rights Act 1998? Yes No

Details of claim (see also overleaf)

The Claimant seeks the following:

- An order for sale, pursuant to s14(2)(a) of the Trusts of Land and Appointment of Trustees Act 1996 ('the Act') in respect of 92 Ollerton Road, Arnos Grove, London N11 2LA registered in the parties' joint names at the Land Registry with title number MX46610 ('the property'). Such order to be by an agreed date and, in default, immediate.
- Such builders/contractors as may be agreed in writing to undertake any necessary remedial/renovation works forthwith to ensure the property is saleable with such works to be only undertaken with prior written agreement. No works to be undertaken without prior written consent and in so far as any costs are incurred by one party unilaterally, the other party shall not be liable for those costs.
- Pending sale, the parties each continue to pay 50% of the mortgage repayments (including interest) each month. In default, a full account shall be taken from their respective shares in the net proceeds of sale.
- All necessary and consequential accounts including occupation rent, equitable accounting for mortgage repayments and reimbursement for remedial/renovation works.
- The net proceeds of sale, after redemption of the mortgage, estate agent fees and conveyancing solicitor costs/disbursements, to be divided in accordance with the parties equal beneficial interests after all necessary and consequential accounts (as above).
- The Claimant's costs of and relating to this claim.
- Such further or other orders as may be just.

Defendant's name and address

IRENE SARA SPALLETTI
92 OLLERTON ROAD,
ARNOS GROVE,
LONDON
N11 2LA

Court fee	£	365
Legal representative's costs	£	
Issue date	£	06 FEB 2026

For further details of the courts www.gov.uk/find-court-tribunal.

When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

Claim no.

Details of claim (continued)

The Claimant respectfully asks the court to arrange for court service of the sealed application on the Defendant, given that the Claimant's bail conditions (as they stand) prevent him from affecting service himself or through solicitors because of the Claimant's refusal to nominate a third party with whom the Claimant can communicate.

C/O: SARAH WALKER
HUGHES FOWLER CARRUTHERS
ACADEMY COURT, 94 CHANCERY LANE
LONDON, WC2A 1DT

TEL: 0207 4218383
EMAIL: S.WALKER@HFCLAW.COM

Claimant's or claimant's legal representative's address to which documents should be sent if different from overleaf. If you are prepared to accept service by DX, fax or e-mail, please add details.

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 these particulars of claim are true.
- The Claimant believes** that the facts stated in these particulars of claim are true. **I am authorised** by the claimant to sign this statement.

Signature



Alexander Walker (Feb 4, 2025 19:11 GMT)

- Claimant
- Litigation friend (where claimant is a child or a Protected Party)
- Claimant's legal representative (as defined by CPR 2.3(1))

Date

Day

Month

Year

04

02

2025

Full name

ALEXANDER MICHAEL LUKE WOLF WALKER

Name of claimant's legal representative's firm

HUGHES FOWLER CARRUTHERS

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

Acknowledgment of Service (Part 8 claim)

You should read the 'notes for defendant' attached to the claim form which will tell you how to complete this form, and when and where to send it.

In the COUNTY COURT SITTING AT EDMONTON	
Claim No.	M00ED350
Claimant (including ref)	Alexander Michael Luke Wolf Walker
Defendant	Irene Sara Spalletti

Tick and complete sections A - E as appropriate.

In all cases you must complete sections F and G

Section A

I do not intend to contest this claim

Give details of any order, direction, etc. you are seeking from the court.

Section B

I intend to contest this claim

- I do not agree to the order for sale under TOLATA (Trust of Land and Appointment of Trustees Act 1996) as requested by the claimant.
- The Family Law Act proceedings have already resulted in court orders related to the property, which must be considered before any further action is taken.
- I only agreed to remain in the property on the basis that mortgage costs and bills were shared equally, which was confirmed by two separate judges in previous orders.
- Despite this, the claimant down payments towards the property have exceeded £5,000.
- The claimant is acting unreasonably by forcing this claim despite previous agreements and court orders already in place.
- The claimant ignored correspondence from my former solicitors and proceeded to make a court application unnecessarily and unreasonably.
- I was registered as at risk of homelessness with Enfield Council until the judge's order. Forcing a sale would put me in an even more vulnerable position.
- The property has lost value since purchase, and a forced sale at a loss is not in the interests of either party. This contradicts financial fairness and requires proper assessment.

Section C

I intend to dispute the court's jurisdiction

(Please note, any application must be filed within 14 days of the date on which you file this acknowledgment of service)

The court office at

is open between 10 am and 4 pm Monday to Friday. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number.
N210 Acknowledgment of Service (CPR Part 8) (3.01)

Printed on behalf of The Court Service

Section D

I object to the claimant issuing under this procedure

- This claim involves substantial disputes of fact, particularly regarding financial arrangements and prior agreements, which should not be handled under the streamlined Part 8 procedure.
- The property's loss in value requires a full financial assessment, which cannot be done under the simplified Part 8 process.
- This claim also involves serious allegations of domestic abuse and coercion, which require proper judicial examination. A MEREC referral has been made today by a domestic abuse charity due to the claimant's ongoing actions.
- As per Paragraph 8 (Settlement and ADR) of the Practice Direction on Pre-Action Conduct and Protocols (PDPAC) contained within the Civil Procedure Rules, litigation should be used only as a last resort. The claimant's approach disregards this fundamental principle.
- The police, local council, court, and domestic abuse charities are actively involved, reinforcing that this matter requires a full fact-finding hearing rather than the streamlined Part 8 process. A thorough review is needed to assess financial contributions, the impact of the non-molestation order and bail conditions, and whether the claimant's conduct constitutes an abuse of process.
- Unprofessional tactics have been used in an attempt to intimidate me and gain an unfair advantage, disregarding the claimant's history of abuse and the current bail conditions and non-molestation order in place for my protection. This is a clear breach of Paragraph 4 (Proportionality) of the PDPAC.

Section E

I intend to rely on written evidence

My written evidence:

- is filed with this form
- will be filed within 14 days as agreed with the other party(ies). A copy of the written agreement is attached to this form

Section F

Full name of defendant filing
this acknowledgment

Irene Sara Spalletti

Section G

Signed

(To be signed by
you or by your
solicitor or
litigation friend)

*(I believe)(The defendant believes) that the facts stated in
this form are true. *I am duly authorised by the defendant
to sign this statement

*delete as appropriate

**Position or
office held**

(if signing on
behalf of firm
or company)

Date

28.02.2025

Give an
address to
which notices
about this case
can be sent to
you

92 Ollerton Road

Postcode N11 2LA

Tel. no. 07412 604 767

if applicable

Ref. no.	
fax no.	
DX no.	
e-mail	irene.spalletti@gmail.com

Acknowledgment of Service (Part 8 claim)

You should read the 'notes for defendant' attached to the claim form which will tell you how to complete this form, and when and where to send it.

In the County Court Sitting at Edmonton	
Claim No.	M00ED350
Claimant (including ref)	Alexander Michael Luke Wolf Walker
Defendant	Irene Sara Spalletti

Tick and complete sections A - E as appropriate.
In all cases you must complete sections F and G

Section A

I do not intend to contest this claim

Give details of any order, direction, etc. you are seeking from the court.

Section B

I intend to contest this claim

Give brief details of any different remedy you are seeking.

- Whilst the defendant agrees to the property being sold, she does not agree with the proposed distribution of the net proceeds of sale.

Section C

I intend to dispute the court's jurisdiction

(Please note, any application must be filed within 14 days of the date on which you file this acknowledgment of service)

The court office al

is open between 10 am and 4 pm Monday to Friday. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number
N210 Acknowledgment of Service (CPR Part 8) (3.01)

Printed on behalf of The Court Service

Section D

I object to the claimant issuing under this procedure

My reasons for objecting are:

Section E

- ✓ I intend to rely on written evidence

My written evidence:

is filed with this form

will be filed within 14 days as agreed with the other party(ies). A copy of the written agreement is attached to this form

- My written evidence will be filed once I receive the claimants particulars of claim

Section F

Full name of defendant filing
this acknowledgment

Irene Sara Spalletti _____

Section G

Signed

(To be signed by
you or by your
solicitor or
litigation friend)

**(I believe)(The defendant believes) that the facts
stated in this form are true. *I am duly authorised
by the defendant to sign this statement*

Sandra Joe-Ejim

**delete as appropriate*

**Position or
office held**
(if signing
on
behalf of
firm)

Solicitor

Date

13 March 2025

**Give an
address to
which notices
about this case
can be sent to
you**

Sternberg Reed,
River House,
Stour Street,
Cnterbury

Postcode: CT1 2NZ

Tel. no. 0208513366

If applicable

Ref. no.

Fax no.

DX no.

e-mail Sandra.joe-ejim@sternberg-reed.co.uk

N244

Application notice

For help in completing this form please read the notes for guidance form N244Notes.

Find out how HM Courts and Tribunals Service uses personal information you give them when you fill in a form: <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

Name of court Edmonton	Claim no. M00ED350
Fee account no. (if applicable)	Help with Fees – Ref. no. (if applicable) H W F - <input type="text"/> - <input type="text"/>
Warrant no. (if applicable)	
Claimant's name (including ref.) Alexander Michael Luke Wolf Walker	
Defendant's name (including ref.) Irene Sara Spalletti	
Date	14/04/2025

1. What is your name or, if you are a legal representative, the name of your firm?

Sternberg Reed LLP

2. Are you a Claimant Defendant Legal Representative

Other (please specify)

If you are a legal representative whom do you represent?

Defendant

3. What order are you asking the court to make and why?

An Order that Sternberg Reed LLP have ceased to act for the Defendants, pursuant to CPR 42.3(1).

4. Have you attached a draft of the order you are applying for? Yes No

5. How do you want to have this application dealt with? at a hearing without a hearing
 at a remote hearing

6. How long do you think the hearing will last?

Is this time estimate agreed by all parties?

Hours Minutes

Yes No

7. Give details of any fixed trial date or period

8. What level of Judge does your hearing need?

9. Who should be served with this application?

- 9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

10. What information will you be relying on, in support of your application?

- the attached witness statement
- the statement of case
- the evidence set out in the box below

If necessary, please continue on a separate sheet.

There has been a breakdown in the relationship between myself and the defendant. The defendant has requested that I limit my interactions with the claimant's solicitor to avoid some charges despite her public funding certificate. She has proposed that communication from claimant's solicitors are sent to a designated email address(set up by the defendant) where the defendant would review them first and then send me what she deems relevant for me to respond to.

My firm cannot accept instructions on these terms and as such, I am unable to continue acting for the defendant.

I therefore respectfully request that Sternberg Reed LLP be removed from the court records as acting for the defendant.

11. Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.



No

Statement of Truth

I understand that proceedings for contempt of court may be brought against a person 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 section 10 (and any continuation sheets) are true.
- The applicant believes** that the facts stated in section 10 (and any continuation sheets) are true. I am authorised by the applicant to sign this statement.

Signature

Sternberg Reed .

- Applicant
- Litigation friend (where applicant is a child or a Protected Party)
- Applicant's legal representative (as defined by CPR 2.3(1))

Date

Day	Month	Year
1 4	0 4	2 0 2 5

Full name

Sandra Joe-Ejim

Name of applicant's legal representative's firm

Sternberg Reed LLP

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

Solicitor

Applicant's address to which documents should be sent.

Building and street

River House

Second line of address

Stour Street

Town or city

Canterbury

County (optional)

Kent

Postcode

C	T	1	2	N	Z
---	---	---	---	---	---

If applicable

Phone number

01277 864735

Fax phone number

DX number

Your Ref.

SJE/SPAL13/2

Email

sandra.joe-ejim@sternberg-reed.co.uk

General Form of Judgment or Order

In the County Court at
Edmonton

Claim Number	M00ED350
Date	8 May 2025



ALEXANDER MICHAEL LUKE WOLF WALKER	1 st Claimant Ref
IRENE SARA SPALLETTI	1 st Defendant Ref

Before District Judge Cullen sitting at the County Court at Edmonton, 59 Fore Street, London, N18 2TN.

UPON reading an email dated 13 March 2025 from the Defendants Solicitors

IT IS ORDERED THAT

1. The claim is listed for a case management hearing with a time estimate of 45 minutes.
2. The hearing will take place on 4 June 2025 at 10:00AM.

Dated 25 March 2025

FURTHER INFORMATION:

Hearings take place on the first floor of the Court, and we do have a Chair Lift. We advise that, if your hearing is face to face, you should contact the Court prior to your hearing date to check if the chair lift is working.

Cases are listed in accordance with local hearing arrangements determined by the Judiciary and implemented by court staff. Every effort is made to ensure that hearings start either at the time specified or as soon as possible thereafter. However, listing practices or other factors may mean that delays are unavoidable. Furthermore, in some instances a case may be released to another judge, possibly at a different court. The hearing may be removed from the list if no Judge is available to hear it.

Your case has been listed at the same time as several other cases, but you are required to attend Court at the time given in your notice, or earlier if you need to speak to your legal representative. When you arrive at Court you should report to an Usher who will tell you if the other party are in attendance. You may wish to consult with them before going into Court to attempt to clarify/resolve any outstanding issues.

The court office at the County Court at Edmonton, 59 Fore Street, London, N18 2TN. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number. Tel: 0300 123 5577. Check if you can issue your claim online. It will save you time and money. Go to www.moneyclaim.gov.uk to find out more.

The Judge will decide the order in which cases are called based on who is in attendance, the time estimate and other factors. Please ensure that the Usher is always aware of your whereabouts. If you are not in the court at the required time and your case is called it will be heard in your absence.

If your case does settle prior to the hearing date, please notify the court in writing.

Application notice

For help in completing this form please read the notes for guidance form N244Notes.

Find out how HM Courts and Tribunals Service uses personal information you give them when you fill in a form: <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

Name of court	Claim no.																				
Fee account no. (if applicable)	Help with Fees – Ref. no. (if applicable)																				
	H W F - <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> - <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>																				
Warrant no. (if applicable)																					
Claimant's name (including ref.)																					
Defendant's name (including ref.)																					
Date																					

1. What is your name or, if you are a legal representative, the name of your firm?

2. Are you a Claimant Defendant Legal Representative
 Other (please specify)

If you are a legal representative whom do you represent?

3. What order are you asking the court to make and why?

4. Have you attached a draft of the order you are applying for? Yes No

5. How do you want to have this application dealt with? at a hearing without a hearing
 at a remote hearing

6. How long do you think the hearing will last?
 Is this time estimate agreed by all parties? Yes No

7. Give details of any fixed trial date or period

8. What level of Judge does your hearing need?

9. Who should be served with this application?

- 9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

10. What information will you be relying on, in support of your application?

- the attached witness statement
- the statement of case
- the evidence set out in the box below

If necessary, please continue on a separate sheet.

I am the Defendant in this matter and make this application as a litigant in person.

I respectfully request that the hearing listed for 4 June 2025 be adjourned and that the matter be removed from the Part 8 procedure. I submit that the application is premature, procedurally inappropriate, and disproportionate given the facts and ongoing circumstances.

On 19 February 2025, I agreed to place the property on the market within two weeks — in accordance with the Claimant's request — conditional only upon him covering the mortgage redemption fee. Despite my agreement to all other terms, the Claimant refused. I remain willing to proceed with the sale, but it is unreasonable for him to expect agreement to a forced sale while refusing to share basic costs.

The Claimant claims to have incurred over £20,000 in legal fees in family proceedings, likely more in civil, yet he refuses to contribute an estimated £3,500 redemption fee that would allow immediate sale. Instead, he has launched this costly civil application — a misuse of court resources and an undue burden on me as a litigant in person.

I submitted my Acknowledgment of Service on 28 February 2025. My solicitor ceased acting on 10 April 2025, leaving me to prepare my defence alone, amid hundreds of pages of disputed material and financial inconsistencies. This case raises complex and contested facts and is unsuitable for the Part 8 procedure.

I have also submitted a formal complaint to the Solicitors Regulation Authority (SRA), which is currently under active review, regarding the Claimant's former solicitor, who I believe acted in breach of professional protocols and placed undue pressure on me prior to any legal instruction. Preparing the supporting file has required substantial time and effort, further strained my time, resources, and emotional resilience and impacting my ability to focus on this defence while unrepresented.

No genuine attempt at mediation has been made, and my request for hearing transcripts — necessary for a proper defence — was rejected. I am actively seeking assistance through legal charities or advocacy services, but need time to do so.

The judge granted me a Non-Molestation Order which includes sole occupation of the property until 25 October 2025, with a requirement that both parties continue to equally share all property-related expenses. This order was intended to provide me with stability and the opportunity to regain employment. Despite this, my life has been entirely consumed by defending myself against ongoing pressure and legal tactics from the Applicant and his former solicitor, leaving me unable to focus on rebuilding my life as the court intended.

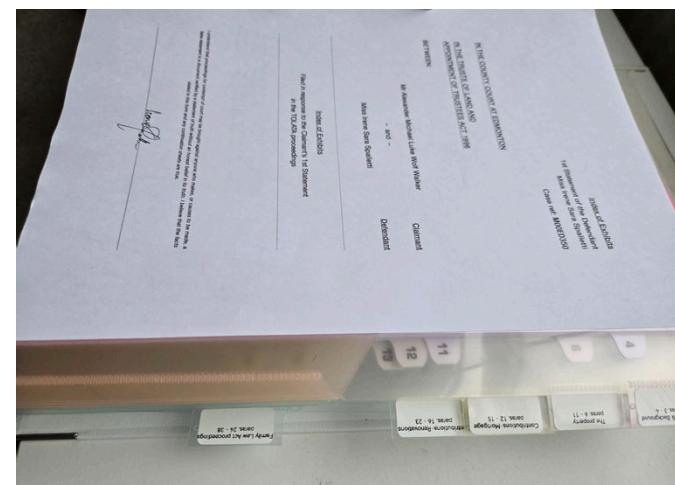
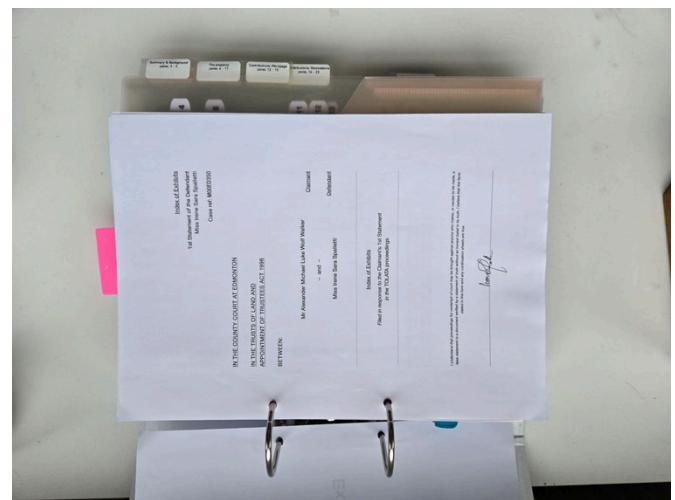
I respectfully request that the court:

- I do not believe this should proceed under Part 8 and would like to apply for the court to pause or convert the case so that it can be properly handled with full evidence and consideration.
- Allow me additional time to obtain legal support and properly present my defence as I have been unable to respond fully because of the complexity of the claims and misinformation in the claimant's case.

The emotional and procedural toll of responding to this application while simultaneously managing an SRA complaint has been severe. I believe the Claimant's conduct — and that of his former solicitor — has repeatedly misled the court, and I respectfully ask for the opportunity to have my defence reviewed before any further hearings proceed.

Due to the complexity of the issues raised and the extensive misinformation presented in the Claimant's application—without supporting evidence—I have had to compile a comprehensive defence, which now spans three folders.

As a litigant in person, this has been a significant undertaking. I respectfully ask the court to take into account the scale of work involved, and to consider whether this matter is suitable for the Part 8 procedure. I also request that my defence be reviewed by a judge before any substantive hearing takes place, to ensure fairness and proper case management.





HM Courts & Tribunals Service

Notice of change of solicitor

You should tick either box A or B as appropriate.
Complete details as necessary.

Name of court

FAMILY COURT AT EDMONTON

Case number

M00ED350

Name of applicant or serial no.

Alexander Michael Luke Wolf Walker

Respondent

Irene Sara Spalletti

I (We) give notice that

A

- my solicitor (give name and address below) has ceased to act for me and I shall now be acting in person.

Name of solicitor

Sandra Joe-Ejim

Name of firm

Sternberg Reed LLP

Address

First line of address

River House

Second line of address

Stour Street

Town or city

Canterbury

County (optional)

Kent

Postcode

C	T	1		2	N	Z
---	---	---	--	---	---	---

B

We (give name of solicitor)

Name of solicitor

have been instructed to act on behalf of the

applicant

respondent

in this application

in place of (give name and address of previous solicitors)

Name of solicitor

Name of firm

Address

First line of address

Second line of address

Town or city

County (optional)

Postcode

--	--	--	--	--	--	--

C

I (we) have served notice of this change on every party in this application (and on the former solicitor).

Solicitor's address to which documents should be sent
(including any reference)

Name of solicitor

Irene Sara Spalletti

Name of firm

Litigant in person

Address

First line of address

92 Ollerton Road

Second line of address

Town or city

County (optional)

London

Postcode

N	1	1		2	L	A
---	---	---	--	---	---	---

Phone number

07412 604767

DX number

Email

irene.spalletti@gmail.com

Reference number (if applicable)

Signed

A rectangular box containing a handwritten signature in black ink. The signature appears to read "Ian Doherty".

- Applicant
- Applicant's solicitor
- Applicant's litigation friend
- Respondent
- Respondent's solicitor
- Respondent's litigation friend

Dated

Day Month Year

10	04	2025
----	----	------

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

Litigant in person

11. Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.

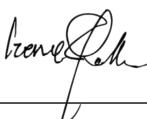
No

Statement of Truth

I understand that proceedings for contempt of court may be brought against a person 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 section 10 (and any continuation sheets) are true.
- The applicant believes** that the facts stated in section 10 (and any continuation sheets) are true. **I am authorised** by the applicant to sign this statement.

Signature



- Applicant
- Litigation friend (where applicant is a child or a Protected Party)
- Applicant's legal representative (as defined by CPR 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

--

Applicant's address to which documents should be sent.

Building and street

Second line of address

Town or city

County (optional)

Postcode

--	--	--	--	--	--

If applicable

Phone number

Fax phone number

DX number

Your Ref.

Email

IN THE COUNTY COURT AT EDMONTON

STATEMENT OF ALEXANDER WALKER

IN THE TRUSTS OF LAND AND

STATEMENT NO.: I

APPOINTMENT OF TRUSTEES ACT 1996

DATED: 04.02.2025

B E T W E E N :

EXHIBIT: AWI
CLAIM NO.: TBC

ALEXANDER MICHAEL LUKE WOLF WALKER

Claimant

and

IRENE SARA SPALLETTI

Defendant

**FIRST WITNESS STATEMENT OF
ALEXANDER MICHAEL LUKE WOLF WALKER**

1. I, **Alexander Michael Luke Wolf Walker**, of 92 Ollerton Road, Arnos Grove, London N11 2LA make this statement in support of my claim made pursuant to section 14 of the Trusts of Land and Appointment of Trustees Act 1996. The defendant is my former partner Irene Sara Spalletti ('Irene').
2. I refer in this statement to various documents which are produced to me as **Exhibit AWI**. References to page numbers are to pages within **AWI**, unless stated otherwise.

Brief summary and background

3. I was born on 24 February 1988 and am now aged 36. Irene was born on 11 June 1986 and is now aged 38.
4. I have known Irene for around 8 years. We began a relationship in 2019 and began cohabiting on 1 October 2023 (then in Irene's rental property). We never married and nor did we ever become

engaged. We do not have any children together. Irene and I separated in mid-July 2024 and I was forced to leave the property on 2 September 2024 (more below).

5. This is my application for the sale of our jointly owned property and all other necessary and consequential accounts.

The property

6. The property is 92 Ollerton Road, Arnos Grove, London N11 2LA. Irene and I purchased the property for £860,000 on 2 February 2024 **[page 2 of AWI]**. In addition to this we paid a further £35,637.60 in stamp duty and other costs of purchase. It is registered at the Land Registry with title number MX46610 in our joint names **[page 2 of AWI]**. We hold the property as tenants in common in equal shares **[pages 2 – 4 of AWI]**.
7. The property is a four-bedroom, three-storey house, where Irene continues to reside alone. I am temporarily living with my mother in Calne, Wiltshire and, when in London (where I must frequently be for work), I stay on friends' sofas.
8. The £895,637.70 purchase price, stamp duty and other costs of purchase was funded as follows:
 - a. I initially contributed £235,667.60;
 - b. Irene initially contributed £150,000 (which was a gift from her parents);
 - c. The remaining £509,970 was funded via a National Westminster Bank repayment mortgage in our joint names.
9. On 26 March 2024 Irene transferred £40,000 to me so in total I ended up contributing £195,667.60 and Irene contributed £190,000 to the initial purchase price, stamp duty and other costs of purchase.
10. In addition to the sums shown on the completion statement, I paid an additional:
 - a. £900 for the property surveyor;
 - b. £995 for the mortgage product fee;
 - c. £30 for the money transfer fee;
 - d. £250 for the mortgage broker fee;
 - e. £378 for plumbing/heating tests;
 - f. £180 for Dynorod tests.This totals £2,733, which brings my contribution up to £198,440.60.
11. Using the estimated sale price (per Zoopla **[page 5 of AWI]**) of £903,000 and taking into account the outstanding mortgage (which was £506,960 as at October 2024), the net equity of the property stands at £396,040 (less costs of sale and any early repayment charges on the mortgage). However, our renovation works are not fully completed (more below) and I anticipate that on completion that the property will sell for more than £903,000.

Contributions – Mortgage

12. When living together at the property, we had a joint account (since closed) into which we agreed to make equal contributions to cover the monthly mortgage payments and household bills. Although in practice, Irene transferred her share of the money for the mortgage payments into my sole bank account as this is the bank account from which the direct debit for the monthly mortgage payments is linked. We used the joint account to meet the cost of utilities and our other household bills.
13. However, there have been times when Irene has not contributed to the mortgage payments (or paid her share of the property outgoings):
- a. Irene did not contribute to the mortgage for the first two months we were living there (February and March 2024) as she was waiting for the deposit to be returned from her rental flat before reimbursing me. She has yet to reimburse me;
 - b. Irene withdrew her share of the money for outgoings from the joint account in July 2024 (when we separated) which meant that I was required to pay the bills in full that month. Irene also did not pay her share of the bills in August 2024;
 - c. After a late payment for October 2024, Irene did not contribute her full share to the mortgage in both November 2024 and January 2025. This was done unilaterally without any explanation. In each month, Irene paid only £628 i.e. approximately 25% of the monthly payment due and I was obliged to meet the shortfall (to protect our credit ratings and avoid penalties);
 - d. In February 2025, without any explanation Irene paid only £947 of the monthly mortgage payment due and once again I was obliged to meet the shortfall.
14. For the avoidance of doubt, despite not living in the property since 2 September 2024, I have continued to not only fund my share of the mortgage but also make up the shortfall when Irene has unilaterally and without warning decided not to fund her share. In addition to raising the issue in my letter before action of 13 December 2024 [**pages 10 to 14 of AWI**], my solicitors wrote to Irene (then via her nominated intermediary Mr Pennisi) specifically about the November 2024 payment on 8 November 2024 [**page 15 of AWI**] but received no response. They have now also written to Irene's solicitors on 23 January 2025 [**pages 16 to 17 of AWI**] regarding both the months of November 2024 and January 2025 but again have yet to receive a response.
15. The monthly repayments are £2,414pcm. I set out below a table of the months where Irene has not paid her share of the mortgage and the resulting shortfall covered by me as of February 2025.

Month	Amount paid by Irene	Amount paid by me	Irene's shortfall
February 2024	£0	£2,414	£1,207

March 2024	£0	£2,414	£1,207
November 2024	£628	£1,786	£628
January 2025	£628	£1,786	£628
February 2025	£947	£1,467	£260
TOTAL AS OF JANUARY 2025			£3,930

Contributions – Renovations

16. When we purchased the property, we were aware that there were problems with the chimney and the heating, as well as the electrics, which we agreed would need to be fixed. In June and July the electrician undertook the vast majority of the electrical works. He was not able to complete his work as he was waiting for Irene to choose some wall lights before finishing it off. In rewiring the house, the electrician was forced make holes in the walls and pull up the carpets. There were also other parts of the house that needed be renewed and refreshed, we have thus been renovating it since purchase.

17. To date, I have contributed £15,554.68 to the renovation costs (meaning my total contribution to the property, aside from mortgage payments, is £213,995.282) and this includes:

- a. Upgrading of the radiators;
- b. Restoration of the fireplace;
- c. Chimney removal by a structural engineer;
- d. Building control survey;
- e. 50% deposit for the electrician's work (Irene paid the other 50%);
- f. Installation of smoke and carbon monoxide alarms;
- g. Further electrical works; and
- h. Sound proofing, plastering and painting.

I am in the process of compiling all of the invoices/receipts for this.

18. Further, I understand Irene has spent £8,163.97 (meaning Irene's total contribution to the property, aside from mortgage payments, is £198,163.67) including:

- a. Fireplace consultation;
- b. New radiator for Irene's office;
- c. 50% deposit for the electrician's work (I paid the other 50%);
- d. Remedial work to fill holes in the wall arising from the repairs to the electrics;
- e. Further electrical works.

19. Both Irene and I have made further financial contributions to the running of house (for example utility costs, TV licence, internet, water council tax etc). My total financial contribution has exceeded hers and so in total my overall contribution amounted to around £222,000 and Irene's £202,000 at the time that I sent my letter before claim on 13 December 2024 [page 11 of AWI],

20. Irene frequently made unilateral decisions about purchases for the house to be made without consulting me and then expected me to contribute (at least) half. Since our separation, attempting to agree and pay for further renovation works has been almost impossible. My solicitors were required to write to Irene on 5 November 2024 **[pages 18 to 20 of AWI]**, that:

“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.”

21. Irene never responded to this letter (and then refused to provide an undertaking not to unilaterally instruct contractors to undertake any work on the property without prior written agreement at a Family Law Act hearing on 26 November 2024).

22. Instead, Irene has:

- a. exhibited to her statement in Family Law Act proceedings extensive quotations for works which she has unilaterally obtained without any prior discussion or notification **[pages 21 to 43 of AWI]**;
- b. unsuccessfully sought for me to be solely responsible for payment of these works within those proceedings;
- c. treated all attempts thus far by me (via my solicitors) to agree works as “coercion” and the like.

23. Since our relationship came to an end in the summer of last year, my primary focus has simply been to finalise the works that need to be carried out so that the house can be readied for sale to enable Irene and I to each go our separate ways. I have been prevented from visiting the house since 2 September 2024, but as far as I can recall the following essential works need to be completed:

- a. Stripping of the wall paper from the landing and the small office, filling the holes in the wall;
- b. Painting of the hall, downstairs toilet, landing, top floor, small office and top floor bathroom in off white or cream;
- c. Retiling of the top floor bathroom;
- d. Sealing of the hole in the attic wall, which will then need to be plastered and repainted;
- e. The electrician needs to complete his work on the electrics (he needs to wire in the wall lights and the sockets in the kitchen so that the electrical certificate can be issued);
- f. Clearing of the front and rear garden;
- g. Fixing of the window sash in the front bedroom.

I expect that a builder and electrician will need approximately ten days to complete the abovementioned works. The most sensible route forward would be for Irene to allow our previously employed builder and electrician to enter the property to undertake these remedial works. I have been in touch with our builder who has said that he can commence the work

forthwith (although he will need to fit it around his other commitments). As Irene says she is not working, I expect that she will be able to be flexible and accommodate this. The electrician will need to turn off the electricity in order to complete his work and so Irene may prefer to move out while the electrician completes his work, although this is obviously a matter for her.

Family Law Act proceedings

24. Irene and I separated in mid-July 2024 but we continued to live together in the property until 2 September 2024 when Irene made a criminal complaint against me and I was arrested. Since then, I have been excluded from the property.
25. I was taken to Leyton Police Station where I was interviewed under caution and bailed. The conditions were that I was not to:
 - a. contact directly, indirectly or via electronic means Irene or Laura Spalletti (Irene's mother); and,
 - b. attend the property.
26. The conditions were subsequently varied to allow contact with Irene first via a third party (Mr Pennisi) and now via solicitors.
27. The bail conditions meant that I had to leave my home and go and stay with my mother in Wiltshire (where I remain). When I must be in London for work (which is frequently), I have arranged to stay with friends. Unfortunately, because of Irene's deliberately obstructive behaviour, for over a month I did not have access to my basic personal belongings (including my glasses, contact lenses, passport and clothes) until Irene eventually granted a neutral third-party access to collect them. All of my other possessions are still at the property, and I need to be able to collect these in due course.
28. As detailed within my statement within the Family Law Act proceedings, the reason Irene called the police prompting my arrest was because she alleged I had damaged property during an argument on 1 September 2024 namely a lamp. Irene knows that I did not break the lamp on that date and that it was accidentally broken on 26 July 2024 (as was documented by me at the time with an apology and an offer to purchase a replacement).
29. At the beginning of October 2024, despite Irene now being in sole occupation of the property, she did not immediately pay her 50% share of the monthly mortgage payments. She only did so belatedly, and I understand after she was told to do so by the detective involved in the criminal case.
30. Despite the bail conditions and having had no contact with Irene whatsoever since 2 September 2024, on 22 October 2024 Irene made a without notice application for Non-Molestation and Occupation Orders (supported by a 45-page statement and 66 exhibits totalling 294 pages). Her application makes it clear that she sought that I pay non-exhaustively:
 - a. the entirety of the mortgage payments and outgoings on the property;

- b. the entirety of further property renovations / works (using unilateral quotations);
 - c. for previous household and non-household expenses which Irene claimed I haven't reimbursed her for;
 - d. compensation for my alleged behaviour to both her and her family.
31. On 25 October 2024, District Judge Cohen made a very limited without notice Non-Molestation Order only and listed a return hearing on 26 November 2024.
32. In the run up to the return hearing, I made multiple proposals to provide the fullest possible range of undertakings including not to return to the property (save that I did not agree to Irene's monetary demands). These were ignored resulting in both the significant costs of preparing a statement in reply dated 21 November 2024 and attending the hearing on 26 November 2024.
33. On 26 November 2024, Irene continued to refuse to accept undertakings and so, with my consent and to avoid the necessity and costs of a contested final hearing, District Judge Davies made a very limited Non-Molestation Order on a no admissions or findings basis until 25 October 2025. By consent, this included a zonal element that I was not to go or enter the property except for the purposes of visits regarding sale or renovation of the property, or for the collection of my belongings, made by prior written agreement. No order relating to anything financial was made.
34. To my consternation, I have received two applications on 21 January 2025 through the court and a notice for a further hearing on 5 February 2025.
35. First, an application dated 7 January 2025 seeking that I reimburse Irene £942.40 "for the costs of printing statements and exhibit folders, as well as all further legal costs" resulting from my alleged non-compliance with orders. For the avoidance of doubt, I am not in breach of the Non-Molestation Order (or my bail conditions) and thus there has been no investigation or arrest by the police.
36. Second, an application dated 31 December 2024, to vary and extend the terms of the expressly agreed order of 26 November 2024 (including to confirm Irene's "occupation rights", to extend the order to 31 March 2026 (which she erroneously says is the end of our mortgage agreement), to "prevent further harassment from [my] solicitor" and to deal with financial obligations particularly my responsibilities for maintaining the property and covering associated costs.) **[pages 47 to 57 of AWI].**
37. My solicitors have substantively responded to the application by letter of 23 January 2025 **[pages 16 to 17 of AWI]** but the applications are clearly in response to my (as yet unanswered) solicitors' letter before action seeking an order for sale and chasing correspondence. Irene appears to believe that her application for occupation rights will preclude such an order and that she can use the Family Law Act proceedings to stop my solicitors from communicating with her on this issue. As part of this, she has also misled the court by suggesting in an email to the court on 3 February 2025 that "*Both I and the detective overseeing the bail conditions have instructed [my solicitor] to stop [contacting Irene's solicitor], yet she persists in ignoring these instructions*" **[page 60 of AWI].** This is false. In fact, the police officer provided an email to assist the court, which confirms *inter alia* that they "did not

specifically instruct this communication to stop and have not instructed [my family solicitor] at all, nor had any communication with her so far” **[page 61 of AWI]**.

38. It now appears from her email dated 3 February 2025 in relation to the Family Law Act proceedings that Irene's solicitors are no longer instructed. My solicitors are therefore unable to communicate with her through that channel and they will have to direct all correspondence through a nominated third party. Irene has refused to nominate a third party with whom my solicitors can correspond, and I am therefore left with no means of communicating with her at all. This is completely obstructive and by refusing to nominate a third party, she is litigating with impunity while imposing an unacceptable limitation on my access to justice and my ability to deal with or sell my own property. The police have confirmed that the barrister who is representing me at the hearing on 5 February 2025 may communicate with Irene at that hearing, and I am therefore arranging for my barrister to personally serve this application on Irene then. I respectfully ask the court to arrange for court service of the sealed application on Irene, given that the bail conditions (as they stand) prevent me from affecting service myself or even through my solicitors.

Attempts to agree sale

39. Since our separation, I have repeatedly sought to resolve the issue of our joint ownership of the property and Irene has repeatedly failed to engage constructively. My approaches, however phrased, are always seen as “constant threats of force sale the property [sic]” **[page 49 of AWI]**. My solicitors, in Irene's latest Family Law Act application, are now accused of “harassment” and that I am said to continue “to coerce and intimidate [Irene], now primarily through legal and financial threats communicated by [my] solicitor.” The police have confirmed that they do not consider any of my solicitors' correspondence to amount to “harassment”. Sadly, this has meant that this application is the only way to resolve matters.

40. Our exchange of messages on 14 August 2024 **[page 62 of AWI]** is just one indicative example of Irene refusing to properly engage and attempting to aggravate matters. I make it quite clear to Irene that I wished to sell the property, resolve our minor issues surrounding personal property and have no further communication whilst Irene instead refers to lawyers and litigation instead; laughing at the idea of the process and saying she “can't wait to have my mum at the stand”. Her unnecessary pursuit of the Family Law Act proceedings, despite my offer of undertakings and now the existence of a consent order, is an obvious example of this mentality.

41. Rather than how Irene has sought to portray me (and no doubt will seek to do so within these proceedings), my actions are not those of someone who is seeking to harass or financially control – I simply want a quick and fair resolution of this, but Irene is refusing to properly engage and seems adamant to litigate all issues.

42. My solicitors first wrote to Irene on 5 November 2024 (then via Mr Pennisi as intermediary) to propose that Irene buys out my share of the property. The letter was ignored, and no substantive response was ever provided, via Mr Pennisi, from Irene.

43. Further, my offer “to agree with [Irene] a process for [us] to sell the property ASAP (or [Irene] to buy [me] out” at the 26 November 2024 hearing was ignored.
44. Instead, rather than via Mr Pennisi, Irene contacted another solicitor at my solicitors’ firm direct (who does not have carriage of my case) by email on 11 December 2024 [**page 63 of AW1**] asking about arrangements for the payment of works to the property as well as outgoings (oddly, despite not paying her share of the mortgage for November, Irene states that I am “*still responsible to cover half the mortgage*”).
45. My solicitors wrote again to Irene with a letter before action on 13 December 2024 seeking the sale of the property and a response by 13 January 2025 (this was a timetable of four weeks).
46. I also proposed within the letter before action that, in respect of any additional remaining renovation works, the previously employed builder/workman undertake whatever works are required to ensure the property is saleable (with such works to be expressly by prior written agreement). Further, that if I were to pay for these expressly agreed works in the first instance, I would be reimbursed for these on sale of the property. For the avoidance of doubt, I was and remain willing to pay the reasonable upfront costs of necessary works (where they are by prior written agreement) and be reimbursed by Irene on sale from her share of the net proceeds.
47. On 13 January 2025, my solicitors received a letter from Irene’s solicitors who she had instructed at the time, *Southgate Solicitors* (dated 10 January 2025 [**page 64 of AW1**]) indicating that they would not be able to respond by the 13 January 2025 timeframe provided in my letter before action and they would provide a full response promptly.
48. Despite this, on 15 January 2025, my solicitors received a long letter direct from Irene [**pages 65 to 67 of AW1**] Amongst other things, it continues to accuse my solicitors of harassment and coercion. Irene also states that she only instructed her solicitors three days before the deadline (10 January 2025) which explains why her solicitors were not then ready to respond. Whilst it appears that Irene agrees the principle that necessary renovations should take place before selling the property as soon as possible (or else me buying her out):

- a. Irene makes clear that this is part of her previous proposal within the Family Law Act proceedings namely it is conditional on me being financially responsible for all renovation works;
- b. The renovation works are to be “*completed as specified*” i.e. as set out by Irene with her unilaterally obtained quotes. There is no suggestion of any prior agreement. The previous builder/handyman is not permitted access for more than one-day. Irene erroneously states that the District Judge Davies “*granted my refusal to allow this individual to carry out further works due to prior conduct*”.

- c. Irene's application received on 21 January 2025 makes it clear that she does not really accept the principle of an immediate order for sale. She states it is conditional on her achieving financial stability: "*If I am forced to leave the property before achieving financial stability, I will face homelessness. I have pets, no savings-since the respondent stole them all-no immediate family in the UK, and no resources to move. The house remains a building site, filled with my belongings across all three floors, and it requires substantial costs to make it sellable.*" **[page 49 of AWI]**
49. Whilst my solicitors again wrote to Irene's solicitors on 20 January 2025 **[pages 68 to 69 of AWI]** seeking a response by 24 January 2025 (six weeks from the initial letter before action), Irene's solicitors stated yet again on 21 January 2025 that they would not be able to provide a response within the required timeframe (again without providing a date by which they would be able to do so) **[page 70 of AWI]**. On 30 January 2025, Irene's solicitors sent a further letter stating that they needed yet further time **[pages 72 to 73 of AWI]** to respond substantively, despite them being instructed for at least three weeks at that stage. On 3 February 2025 I discovered through Irene's communication with the court that her solicitors are no longer instructed.
50. Notably, Irene's solicitors have never in any event been instructed in relation to the Family Law Act proceedings. On 21 January 2025, I received Irene's two new applications in the Family Law Act proceedings (as described above) which make it abundantly clear that Irene will continue to frustrate and delay a sale. My solicitors therefore wrote again on 23 January 2025 **[pages 16 to 17 of AWI]** making it clear that I have no confidence that Irene will engage constructively in the sale process and would therefore be making this application.

Orders sought

51. Irene and I are joint beneficial owners of the property. I do not dispute this, and Irene has likewise accepted "*our shared ownership of the property*" and that "*we own equal equity in the house*" **[page 63 of AWI]**
52. Irene and I have been separated since mid-July 2024 and I have been excluded from the property since 2 September 2024. There is no prospect of us reconciling. The property no longer serves its purpose. The property will need to be sold to allow Irene and I to adequately rehouse ourselves once whatever agreed necessary remedial works can be completed. The fixed term of the mortgage also ends on 31 January 2026 when the term will move to the (much higher) standard variable rate.
53. I therefore seek:

- a. In default of the previous builder/contractor, such builders/contractors as may be agreed in writing to undertake any necessary remedial/renovation works forthwith to ensure the property is saleable with such works to be only undertaken with prior written agreement. (Although, naturally, I would prefer our previously employed builder and electrician to undertake the work as they are already familiar with the property and the works to be done so they are likely to be able to complete the works more cheaply and efficiently). No works

to be undertaken without prior written consent and in so far as any costs are incurred by one party unilaterally, the other party shall not be liable for those costs;

- b. An order for the sale of the property by an agreed date (to take into account any agreed remedial works) and, in default of an agreed date, immediate for the best price achievable, Irene to choose one of three estate agents that I propose within a reasonable timeframe;
- c. Pending sale, Irene and I will each continue to pay 50% of the mortgage repayments (including interest) each month. In default, a full account shall be taken from our respective shares in the net proceeds of sale;
- d. All necessary and consequential accounts including but not limited to:
 - i. Occupation rent following my exclusion from the property since 2 September 2024;
 - ii. Mortgage repayments that I have made above and beyond my notional 50% liability since purchase namely £3,930 plus further accounts for any future missed payments (as above);
 - iii. Reimbursement of any utility or other household costs that I have paid following my exclusion from the property;
 - iv. Reimbursement of any costs that I incur in respect of further agreed remedial/renovation works pursuant to the above which are unmatched by Irene;
- e. The net proceeds of sale, after redemption of the mortgage, estate agent fees and conveyancing solicitor costs/disbursements, to be divided in accordance with:
 - i. Irene and my equal beneficial interests;
 - ii. All necessary and consequential accounts (as above);
- f. My legal costs of and relating to this claim;
- g. Such further or other orders as may be just.

Statement of Truth

I believe that the facts stated in this statement are true

Dated this 4 day of February 2025



Alexander Walker (Feb 4, 2025 19:25 GMT)

.....
ALEXANDER MICHAEL LUKE WOLF WALKER

Claimant



In the Family Court at EDMONTON



Case Number: ED24F00300

Order Family Law Act 1996

Irene Sara Spalletti

Applicant

Ref

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

Ref.BJ.SMW.WAL023.1

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



EDWARDS FAMILY LAW

Ms Irene Sara Spalletti

Our Ref: WAL/2579/00001

23 May 2025

By email only: property_92@yahoo.com

Dear Ms Spalletti

Re: 92 Ollerton Road, London, N11 2LA

I write in advance of the case management hearing listed at 10:00am on 4 June 2025, in person at Edmonton County Court.

Order for sale

At this hearing, we will be inviting the court to make an order for sale of the property. I understand that you agree that the property should be sold, so my client trusts that this step will be uncontroversial. In an effort to agree directions ahead of the hearing and therefore narrow the issues in dispute, my client proposes that the house be marketed by one of the following estate agents:

1. Dexters in Muswell Hill (<https://www.dexters.co.uk/contact-us/our-offices/muswell-hill-estate-agents>):
2. Martyn Gerrard in Muswell Hill (<https://www.martynngerrard.co.uk/contact/muswell-hill/>); or
3. Barnard Marcus in Muswell Hill (<https://www.barnardmarcus.co.uk/estate-agents/muswell-hill>).

Please could you let me know which of the three agents above you agree should market the property. Should you not agree to any of the above, please put forward three estate agents of your choice, and my client will choose one in the usual way.

Your evidence

I note that you are yet to file any evidence in relation to this matter. Should you intend to do so I invite you to file and serve the same by no later than **4pm on Thursday, 29 May 2025** so there is time to consider it ahead of the listed case management hearing.

Edwards Family Law, 5 Southampton Place, London, WC1A 2DA

T: 020 3983 1818 W: www.edwardsfamilylaw.co.uk

Edwards Family Law Limited (trading as Edwards Family Law) is a company registered in England and Wales (Company no: 11916919) with its registered office at 5 Southampton Place, London, WC1A 2DA. Edwards Family Law is regulated by the Solicitors Regulation Authority (SRA No: 658249). Kelly Edwards is the sole director of "Edwards Family Law". We use the word 'partner' to refer to a shareholder or director of the company or an employee or consultant who is a lawyer with equivalent standing and qualifications. VAT No: 320351945.

I look forward to hearing from you.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Chiara Longo".

Chiara Longo
Associate Solicitor
EDWARDS FAMILY LAW
chiaralongo@edwardsfamilylaw.co.uk

From: [Irene Spalletti](#)
To: [Chiara Longo](#)
Subject: Re: Our client: Alexander Walker
Date: 23 May 2025 12:53:39
Attachments: [image001.jpg](#)

CAUTION: This Email is from an **EXTERNAL** source. Ensure you trust this sender before clicking on any links, attachments or sharing sensitive information.

Dear Chiara,

I reiterate that this application has been filed incorrectly and appears to bypass both the MIAM requirement and alternative dispute resolution, which should have been explored prior to issuing proceedings.

Nonetheless, as your client insists on proceeding, I will do so accordingly and will be filing a counterclaim in response. Additionally, as your client has previously served their evidence the evening before both prior hearings, I will be following the same approach in this instance.

Thanks,
Irene

On Friday 23 May 2025 at 12:35:39 BST, Chiara Longo <chiaralongo@edwardsfamilylaw.co.uk> wrote:

Dear Ms Walker,

Please see the enclosed letter.

Yours sincerely,



From: [Chiara Longo](#)
To: [Irene Spalletti](#)
Cc: [Kelly Edwards](#)
Subject: RE: Our client: Alexander Walker
Date: 28 May 2025 10:51:00
Attachments: [image001.jpg](#)

Dear Irene,

Many thanks for your email below.

You state you will file your evidence the evening before the hearing. I am afraid this is not acceptable in the circumstances. I note that you (and your solicitors, at the time) failed to serve and file the Acknowledgment of Service in time. The Acknowledgment of Service was due on 28 February 2025, and yet the same is dated 13 March 2025 and was filed on the same day. You also failed to file your evidence alongside the Acknowledgment of Service in accordance with CPR 8.5(2), which reads: “*A defendant who wishes to rely on written evidence must file it when they file their acknowledgment of service*”.

I must be clear that you were represented by solicitors at that time, and you continued to be until 14 April 2025, when your solicitors made an application to the Court to be removed from the record as acting for you due to a breakdown of the relationship. As of today, you still have not filed your evidence. Unfortunately, you are very clearly in breach of the CPR.

Though I am not your solicitor, I must advise you that according to CPR 8.6, “*no written evidence may be relied on at the hearing of the claim unless – (a) it has been served in accordance with rule 8.5; or (b) the court gives permission*”.

You are therefore out of time and may not be able to rely on your evidence at the hearing of the claim. If you wish to rely on this evidence, please ensure this is served by **4pm on Thursday, 29 April 2025** so we may consider the same.

Kind regards,

Chiara

From: Irene Spalletti <property_92@yahoo.com>
Sent: 23 May 2025 12:53
To: Chiara Longo <chiaralongo@edwardsfamilylaw.co.uk>
Subject: Re: Our client: Alexander Walker

CAUTION: This Email is from an **EXTERNAL** source. Ensure you trust this sender before clicking on any links, attachments or sharing sensitive information.

Dear Chiara,

I reiterate that this application has been filed incorrectly and appears to bypass both the MIAM requirement and alternative dispute resolution, which should have been explored prior to issuing proceedings.

Nonetheless, as your client insists on proceeding, I will do so accordingly and will be filing a counterclaim in response. Additionally, as your client has previously served their evidence the evening before both prior hearings, I will be following the same approach in

From: [Irene Spalletti](#)
To: [Chiara Longo](#)
Cc: [Kelly Edwards](#)
Subject: Re: Our client: Alexander Walker
Date: 28 May 2025 15:41:09
Attachments: [M00ED350 – CPR Part 8 – Acknowledgment of Service.pdf](#)
[image001.jpg](#)

CAUTION: This Email is from an **EXTERNAL** source. Ensure you trust this sender before clicking on any links, attachments or sharing sensitive information.

Dear Chiara,

Thank you for your email.

I must respectfully clarify that I did in fact submit the Acknowledgment of Service on 28 February 2025, which was two days after I received the letter, within the 14 days timeframe (attached for your review). At the time, I was outside the country, which contributed to the short delay. If the court has a different record of the filing date, I would be grateful if you could provide that for my records.

Regarding the late submission of my statement shortly before the hearing, are you therefore confirming that your client also failed to follow the correct protocols at the last two hearings?

I would also like to bring to your attention that I am considered disabled under the Equality Act 2010, and I am currently in a financially vulnerable position. I remain without legal representation, and as such, I kindly ask that reasonable adjustments be made in accordance with your client's duties under the Act.

Additionally, I would like to state that during the five days when I was technically represented by the previous solicitor, no steps were taken on this matter. I was effectively unrepresented during that critical period, and this should be taken into consideration when assessing procedural compliance and fairness.

Please confirm whether you are willing to consider late evidence on this basis or whether you will object, in which case I will seek permission from the court directly.

Yours sincerely,

Irene Spalletti

On Wednesday 28 May 2025 at 10:51:40 BST, Chiara Longo
<chiaralongo@edwardsfamilylaw.co.uk> wrote:

Dear Irene,

Many thanks for your email below.

You state you will file your evidence the evening before the hearing. I am afraid this is not acceptable in the circumstances. I note that you (and your solicitors, at the time) failed to serve and file the Acknowledgment of Service in time. The Acknowledgment of Service was due on 28 February 2025, and yet the same is dated 13 March 2025 and was filed on the same day. You also failed to file your evidence alongside the Acknowledgment of Service in accordance with CPR 8.5(2), which reads: “*A defendant who wishes to rely on written evidence must file it when they file their acknowledgment of service*”.