

IN THE COUNTY COURT SITTING AT EDMONTON

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

B E T W E E N:

ALEXANDER MICHAEL LUKE WOLF WALKER

Claimant

-and-

IRENE SARA SPALLETTI

Defendant

SKELETON ARGUMENT ON BEHALF OF THE CLAIMANT

Prepared by Guy Holland for the hearing listed 04/06/25 at 10am with time estimate 45 mins

REPRESENTATION

- Claimant Alexander Walker represented by counsel Guy Holland instructed by Edwards Family Law (following notice of change filed 27/03/25).
- Defendant Irene Spalletti acting in person (previously instructed Sternberg Reed who applied to come off the record by application dated 14/04/25).

RECOMMENDED PRE READING t/e 20 mins

- Claim Form [4]
- Claimant statement in support [29]
- Acknowledgment of Service [9]
- 2nd Acknowledgment of Service (served 28/05/25) [7]
- D's application 15/05/25 [19]
- Correspondence [43 – 46]

HEARING

1. This is the first CMC hearing following C's issuing of a Part 8 claim on 06/02/25 in relation to the jointly owned property known as 92 Ollerton Road Arnos Grove London N11 2LA ("the Property").
2. C claims an order for sale, terms as to the completing of works prior to sale, an account, equal division of the net proceeds and costs.

3. In light of the total breakdown in the parties' relationship it is unrealistic for them to cooperate in relation to agreeing remedial works. C now seeks an order that the Property be sold with no provision made in relation to further works.
4. By her Acknowledgment of Service dated 13/03/25 prepared by Sternberg Reed, D:
 - i. Asserts an intention to defend the claim;
 - ii. States that whilst she agrees to a sale she does not agree with the proposed distribution of the net proceeds;
 - iii. Raises no objection to the use of the Part 8 Procedure;
 - iv. States that her written evidence will be filed once the claimant's particulars of claim are received.
5. D has subsequently served a different Acknowledgment of Service dated 28/02/25 but served on 28/05/25 stating:
 - i. D does not agree to an order for sale;
 - ii. D objects to the use of the Part 8 Procedure because the claim involves substantial disputes of fact;
 - iii. The properties loss of value requires full financial assessment;
 - iv. The claim involves allegations of DV and coercion that require judicial examination;
 - v. There needs to be a review to assess whether the claimant's conduct amounts to abuse of process;
 - vi. Unprofessional tactics have been used to intimidate D;
 - vii. D's written evidence is served with the A/S and or has been agreed in writing with the other party that it can be served within 14 days and a copy of the agreement is attached (there was no such agreement and none is attached)
6. D has issued an application dated 15/05/25 saying that she agrees to a sale but only if C pays the mortgage redemption fee and that Part 8 is not appropriate because the claim is '*premature, procedurally inappropriate and disproportionate*'. D applies for the hearing to be adjourned so a judge can decide if court proceedings are appropriate and or she can seek further legal advice.
7. D has already had the benefit of legal advice from Sternberg Reed who asked to come off the record on the basis that their relationship with D was unworkable [11] and Southgate solicitors who D engaged at the beginning of the year but have not come on the record.

D's BREACH OF THE CPR

8. The Claim was issued on 06/02/25 and deemed served on D on 14/02/25. D was therefore required to file and serve her Acknowledgment of Service and evidence in support by 28/02/25 in accordance with CPR 8.3 and 8.5.
9. D was late in serving her Acknowledgment of Service which was received on 13/03/25. More importantly D has failed to serve any evidence in support of any defence despite being given an opportunity to serve it late but in advance of this hearing by C [45].

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 that it is served by 4pm on Thursday 29 April (sic) 2025 so we may consider the same.

10. C does not take issue with D being given permission to take part in the hearing under r8.4 but does object to D being given further time to serve any written evidence in light of the fact C in correspondence has given her an additional chance to do so which she has ignored.

BACKGROUND

11. C and D began a romantic relationship in 2019. They began to cohabit in October 2023 and purchased the Property in February 2024 for £860,000. The parties separated in July 2024 but continued to both live at the four bedroom Property until 02/09/24 when D made a criminal complain against C alleging he had damaged property.
12. C was arrested and vacated the Property moving to his mother's house in Wiltshire. The vast majority of his belongings remain at the Property as he has been unable to access the Property to retrieve them.
13. D has continued to make numerous unsupported allegations against C which are vigorously denied.
14. On 22/10/24 D made an ex-parte application for a non-molestation and occupation order. It appeared financially motivated as she sought that C pay the entire mortgage, outgoings and renovations on an ongoing basis despite only D living at the Property.
15. On 26/11/24 D refused undertakings from C and DJ Davies made a limited order on a 'no admissions' basis until October 2025.
16. On 31/12/24 D made a misguided application to vary and extend the terms of the 26/11/24 order. The application together with a further application for costs was heard and dismissed with an order that D pay C's costs of £1,625 on 05/02/25.
17. D made a complaint against C's former solicitor Sarah Walker which was dismissed by the SRA.

18. From November 2024 C has been writing to D inviting her to agree to resolve the issue of the Property by either agreeing to a sale or buying C out, without success.
19. On a number of occasions, D has failed to pay her 50% share of the mortgage, leaving C to cover the shortfall to protect his credit rating and avoid repossession. Since the relationship ended in February 2024 D has failed to pay £4,909 towards her share of the mortgage to date.

SUBMISSIONS

20. D is bound by the contents of her Acknowledgment of Service served on 13/03/25. CPR r10.6 –
An acknowledgment of service may be amended or withdrawn only with the permission of the court. An application for permission must be made in accordance with Part 23 and supported by evidence.
21. The original Acknowledgment of Service admits that there should be an order for sale. The second denies C's claim for an order for sale but fails to identify the basis of any such denial. There is therefore no reason why the court should not make an order for sale today.
22. C continues to discharge the mortgage both his share and D's whilst having no benefit of occupying the Property. Any further delay is highly prejudicial in terms of monthly cost and preventing C raising mortgage finance to buy another home.
23. The claim for an account should continue as a Part 8 claim with disposal listed for half a day on the first available date. D's new assertions that there are significant disputes of fact is misconceived or a deliberate attempt to delay the resolution of this matter in circumstances where she remains in occupation of the joint property at C's expense.
24. D should not be granted permission to rely upon any further evidence given her failure to file any written evidence as required by the rules. D should have filed her evidence by 28/02/25. Having failed to do that she ought at least to have served it with her late Acknowledgment of Service on 13/03/25. Having failed to do that she ought to have served it in advance of this hearing on 29/05/25 as requested by Edwards Family Law [45]. She also could have been expected to serve it at the same time she served her amended Acknowledgment of Service on 25/05/25.
25. D has incorrectly stated that it was agreed in writing with C that she could serve her evidence 14 days after service of her amended Acknowledgment of Service [8].
26. D's application dated 15/05/25 is misconceived. The court is unable to provide her with legal advice and the proceedings are not premature, procedurally inappropriate or disproportionate. This is a standard Part 8 claim pursuant to s14 TOLATA 1996. There is no credible dispute of fact requiring the use of the Part 7 procedure. D appears to be conflating issues she has raised in the Family Court which are now resolved with the claim for an order for sale.

27. The account claim does not require the use of Part 7 which would serve only to increase costs and delay contrary to the overriding objective.
28. D has threatened to issue a counterclaim [45]. The basis or nature of this has not been identified but it should be noted that under CPR r8.7 permission is required for any counterclaim.
29. D's actions are only serving to delay matters without good reason. The Property should be sold and any issue of an account resolved at a short future hearing.

Guy Holland
36 Group