

B6 – Claim Form (CPR Part 8)

Case ref: M00ED350

Date: 04.02.2025

IN THE COUNTY COURT AT EDMONTON

IN THE TRUSTS OF LAND AND
APPOINTMENT OF TRUSTEES ACT 1996

BETWEEN:

Mr Alexander Michael Luke Wolf Walker

Claimant

– and –

Miss Irene Sara Spalletti

Defendant

B6 – Claim Form (CPR Part 8)

Dated: 04.02.2025



Hughes Fowler Carruthers

HUGHES FOWLER CARRUTHERS HARPER LABI PARK

SOLICITORS

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Your ref:

Our ref BJ.SVV.WAL0023.I

By hand and by email: enquiries.edmonton.countycourt@justice.gov.uk

4 February 2025

Dear Sirs

FOR COURT SERVICE

**Parties: Alexander Michael Luke Wolf Walker v Irene Sara Spalletti
Lodging of Part 8 Application under Section 14 TOLATA 1996**

We act for the claimant, Alexander Michael Luke Wolf Walker. The respondent, Ms Irene Spalletti, is a litigant in person.

Please find enclosed the following documents for lodging:

1. Part 8 application for an order for sale under section 14 TOLATA 1996;
2. Witness statement of Mr Alexander Walker and accompanying exhibit in support;
3. Part 36 offer to settle.

We should be grateful if the court could arrange for the sealed application together with our client's part 36 offer to settle to be served on Ms Irene Sara Spalletti. This reason for this is pursuant to our client's bail conditions he is required to direct all correspondence through Ms Spalletti's solicitors or a nominated third party. Since Ms Spalletti has disinstructed her solicitors that channel is no longer available to our client. Ms Spalletti has refused to nominate a third party with whom to correspond and our client is therefore left with no means of communicating with Ms Spalletti and it is not possible for him to affect service of the sealed documents on her.

Both parties will be attending court tomorrow (in relation to a separate matter – arising from Ms Spalletti's applications under the Family Law Act 1996). The police have confirmed that our client's barrister may communicate with Ms Spalletti at court tomorrow and so our client's barrister will personally serve the enclosed documents on Ms Spalletti at court, but the court will need to affect service of the sealed versions.

Ms Spalletti's address and email address for service are set out in the part 8 application and are also copied here:

Ms Irene Sara Spalletti
92 Ollerton Road, Arnos Grove,
London, N11 2LA
Email: irene.spalletti@gmail.com

We should be grateful if the court could notify us once the enclosed documents have been served on Ms Spalletti.

Yours faithfully

A handwritten signature in dark ink, appearing to read 'HFC', is written above the typed name.

HUGHES FOWLER CARRUTHERS
Enc.



Claim Form (CPR Part 8)

In the COUNTY COURT SITTING AT EDMONTON	
Claim no.	
Fee Account no.	PBA0084440
Help with Fees - Ref no. (if appli- cable)	H W F - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/>

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	

Claim no.	
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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

Offer to settle

(Section I – Part 36)

This form may be used to settle the whole or part of, or any issue that arises in, a claim, counterclaim, other additional claim, appeal or cross-appeal. It may also be used to settle detailed costs assessment proceedings.

A **Notice of acceptance** form is attached to this form should the offeree wish to use it.

In the (if proceedings have started)

Claim No. (or other ref.)

Name of Claimant (including ref.)

ALEXANDER MICHAEL LUKE WOLF WALKER

Name of Defendant (including ref.)

IRENE SARA SPALLETTI

**Before completing this form or responding to the offer
please read the notes on pages 4 and 5**

To the Offeree ('s legal representative) (Insert name and address)

MS IRENE SARA SPALLETTI

92 OLLERTON ROAD,
ARNOS GROVE
LONDON, N11 2LA

EMAIL: IRENE.SPALLETTI@GMAIL.COM

Take notice that (insert name of party making the offer)

ALEXANDER MICHAEL LUKE WOLF WALKER

makes this offer to settle pursuant to Part 36 of the Civil Procedure Rules 1998.

This offer is intended to be a ☐ defendant's ☒ claimant's Part 36 offer.

If the offer is accepted within 21 days of service of this notice,
the defendant will be liable for the claimant's costs in accordance with rule 36.13.

Note: Specify a period which, subject to rule 36.5(2), must be at least 21 days

The offer is to settle: (tick as appropriate)

☒ the whole of ☐ part of ☐ a certain issue or issues in
(give details over the page) (give details over the page)

the

☒ claim ☐ counterclaim ☐ other additional claim
☐ appeal ☐ cross-appeal ☐ detailed costs assessment proceedings

Please give details below of the offer you are making (If necessary continue on a separate sheet ensuring the claim number, if proceedings have started, is shown clearly)

-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.

- Reimbursement for mortgage repayments that the claimant has made above and beyond his notional 50% liability since purchase.

-Reimbursement for remedial/renovation works which either party incurs in respect of any further agreed remedial/renovation works pursuant to the above which are unmatched by the other party. Otherwise, no further accounts.

-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 the accounts (as above).

The offer ☐ does ☐ does not take into account ☐ all ☐ part
of the following counterclaim (or other adverse claim):

- Is this a personal injury claim? ☐ Yes, please **complete section 2, section 3** if applicable and **section 4**
- ☒ No, please go to **Section 4**

SECTION 2

PERSONAL INJURY CLAIMS

Note: See rule 36.19

- Is there a claim for provisional damages? ☐ Yes, complete **either** part **A** or **B** below
- ☐ No, please go to **Section 3**

A The offer is made in satisfaction of the claim on the assumption that the claimant will not:

- ☐ develop
(state the disease)

OR

- ☐ suffer
(state type of deterioration)

But if this does occur, the claimant will be entitled to claim further damages at any time before

Day		Month		Year			

- B** ☐ This offer does not include an offer in respect of the claim for provisional damages.

SECTION 3

To be completed only by **DEFENDANTS** in **PERSONAL INJURY** claims

Note: See rule 36.22

- A** ☐ This offer is made without regard to any liability for recoverable benefits under the Social Security (Recovery of Benefits Act) 1997.

OR

- B** ☐ This offer is intended to include any relevant deductible benefits for which the defendant is liable under the Social Security (Recovery of Benefits Act) 1997.

The amount of £ is offered by way of gross compensation.

If you have ticked **B**, complete this section

- ☐ The defendant has not yet received a certificate of recoverable benefits.

OR

- ☐ The following amounts in respect of the following benefits are to be deducted. Please give details below.

Type of benefit	Amount
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>


The net amount offered is therefore

£

SECTION 4

Complete in ALL cases

Details of the party making the offer

Full name	ALEXANDER MICHAEL LUKE WOLF WALKER		
Name of firm (if applicable)	HUGHES FOWLER CARRUTHERS		
Signed		Position held (If signing on behalf of a firm or company)	SENIOR ASSOCIATE
	Offeror('s legal representative)		
Date	04	02	2025
	Day	Month	Year

IMPORTANT NOTES:

1. This form may be used to settle the whole or part of, or any issue that arises in, a claim, counterclaim, other additional claim, appeal or cross-appeal. It may also be used to settle detailed costs assessment proceedings.
2. When used to make a Part 36 offer in respect of an appeal, an appellant seeking to settle their appeal should make a claimant's offer while a respondent should make a defendant's offer. [See rule 36.4.]
3. When used to make a Part 36 offer in respect of a counterclaim or other additional claim or a cross-appeal in certain appeal proceedings:
 - the party bringing the counterclaim, additional claim or cross-appeal can make (a) a claimant's offer on such counterclaim, additional claim or cross-appeal; or (b) a defendant's offer on the claim or appeal; and
 - the party bringing the original claim or appeal can make (a) a claimant's offer on such claim or appeal; or (b) a defendant's offer on the counterclaim or cross-appeal.

In any case the offeror should make plain whether the offer takes into account any adverse claim. For example, when making an offer on a claim, state whether it takes into account the counterclaim. Equally when making an offer on a counterclaim, state whether it takes into account the claim. [See rules 36.2(3), 20.2 & 20.3 in respect of counterclaims and other additional claims. See rules 36.2(3) and 36.4 in respect of cross-appeals.]
4. When this form is used to make a Part 36 offer in detailed costs assessment proceedings, the receiving party in the assessment should make a claimant's offer while the paying party should make a defendant's offer. [See rule 47.20.]
5. In summary, Part 36 provides that:
 - A party making a defendant's offer is offering something to settle their opponent's claim, counterclaim, additional claim, appeal, cross-appeal or costs assessment proceedings and to accept a liability to pay costs.
 - A party making a claimant's offer is offering to accept something to settle their own claim, counterclaim, additional claim, appeal, cross-appeal or costs assessment proceedings on terms that their opponent pays their costs.
6. Part 6 of the Civil Procedure Rules makes detailed provision for the service of court documents.

NOTICE OF ACCEPTANCE

NOTES:

1. This form is suitable for the simple acceptance of the offer.
2. Where an offer relates only to part of the proceedings and the offeree wishes to abandon the balance of the claim then this should be made clear when accepting the offer.
[See rule 36.13(2).]
3. See rule 36.15 where the offer was made by one or more but not all of the defendants.

In the (If proceedings have started)

Claim No. (or other ref.)

Name of Claimant (including ref.)

Name of Defendant (including ref.)

To the Offeror/legal representative

--

Take notice that (insert name of party accepting the offer)

--

accepts this offer to settle pursuant to rule 36.11 of the Civil Procedure Rules 1998.

Details of the party accepting the offer

Full name

--

Name of firm
(if applicable)

--

Signed

--

Offeree('s legal representative)

Position held
(If signing on behalf
of a firm or company)

--

Date

Day	Month	Year			