

C7 – 1st Statement of the Defendant
Miss Irene Sara Spalletti

Case ref: M00ED350

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

C7 – 1st Statement of the Defendant

*Filed in response to the Claimant's 1st Statement
in the TOLATA proceedings*

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth. I believe that the facts stated in this form and any continuation sheets are true.



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BETWEEN:

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Defendant

Defence

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References to paragraph numbers are to the paragraphs so numbered in
the Particulars of Claim, unless otherwise stated.

1. Paragraph 1 is admitted
2. Paragraph 2 is admitted

Brief summary & background

3. Paragraph 3 is admitted
4. Paragraph 4 is denied. ...early 2021 not 2019 and broke up in 2022. We then got back together in March 2023 until July 2024 and began cohabiting in October 2023 until the

Claimant's arrest on the 1st September 2023.

5. Paragraph 5 – admitted

The property

6. Paragraph 6 – admitted
7. Paragraph 7 is partially admitted. The Defendant has two protective orders against the Claimant due to his incessant abuse. The Claimant works for an US firm and has always worked from home.
8. Paragraph 8...
9. Paragraph 9
10. Paragraph 10 – denied. I deny the accuracy of the sums claimed, as the Applicant has not provided supporting bank statements or evidence despite repeated requests. Without disclosure of the relevant financial records, I am unable to verify or admit to the amounts stated, and I reserve the right to challenge them once full evidence is provided.
11. Paragraph 11 – denied. I deny the estimated property value as stated. The property is currently in an unfinished and uninhabitable state, resembling a building site, and its present market value is significantly lower than suggested. Based on current condition and professional valuation guidance, I estimate the value to be approximately £800,000—below the original purchase price. The figure of £903,000 is speculative and unsubstantiated.

Contributions – Mortgage

12. Paragraph 12 – Denied. As evidenced in Exhibit X, the Claimant had agreed to contribute more than 50% toward household bills due to my unemployment at the time. Despite this agreement, the Claimant unilaterally chose to alter the arrangement without my knowledge or consent. This decision was consistent with his pattern of controlling and coercive behaviour, and it undermines the accuracy of the narrative he now presents.
13. Paragraph 13 – Denied.
 - a.
 - b.
 - c.
 - d.
14. Paragraph 14
15. Paragraph 15

Contributions – Renovations

16. Paragraph 16
17. Paragraph 17
18. Paragraph 18
19. Paragraph 19
20. Paragraph 20
21. Paragraph 21
22. Paragraph 22

23. Paragraph 23

Family Law Act proceedings

24. Paragraph 24

25. Paragraph 25

26. Paragraph 26

27. Paragraph 27

28. Paragraph 28

29. Paragraph 29

30. Paragraph 30

31. Paragraph 31

32. Paragraph 32

33. Paragraph 33

34. Paragraph 34

35. Paragraph 35

36. Paragraph 36

37. Paragraph 37

38. Paragraph 38

Attempts to agree sale

39. Paragraph 39

40. Paragraph 40

41. Paragraph 41

42. Paragraph 42

43. Paragraph 43

44. Paragraph 44

45. Paragraph 45

46. Paragraph 46

47. Paragraph 47

48. Paragraph 48

49. Paragraph 49

50. Paragraph 50

Order sought

51. Paragraph 51

52. Paragraph 52

53. Paragraph 53

Paragraph 1 is admitted

Paragraph 2 is admitted

Paragraph 3 is admitted

paragraph 4 is denied: *The respondent and I have been best friends since 2013. We first got into a relationship at the start of 2021 or 2022 which was ended by the respondent in September 2022. In March 2023, the respondent and I tried to rekindle our relationship a second time. The respondent moved in with me on the 6th October 2023 (see Exhibit n° ISS-01). The abuse from the respondent started immediately after. The respondent and I purchased and exchanged the property on the 2nd February 2024. I ended the relationship on the 16th July 2024.*

I have known your client since Autumn 2013, and we first became a couple in or around early 2021 until 7 September 2022. We then got back together in March 2023 and your client moved in with me on 6 October 2023 to my previously rented flat.

Mr Walker was forbidden to return to the property by the police force due to the severity of his actions on my safety.

Paragraph 5 is admitted

Paragraph 6 is admitted

Paragraph 9:

the applicant never intended to build a shared home or future, and that his actions were driven solely by financial motives—not cohabitation, domestic contribution, or mutual intention.

This defence is grounded on the unequivocal absence of any mutual intention to establish a shared home or family unit and the Applicant's conduct which makes clear his purely financial motives.

The Applicant's reaction following the relationship breakdown on **16 July [Year]** further underscores the absence of emotional or domestic intention. Upon being informed of the breakup, he showed no emotional response or distress. Instead, he immediately shifted to discussing financial matters, indicating his sole focus was monetary.

This transactional approach is wholly inconsistent with someone who had genuinely intended to cohabit or invest in a shared life. His response was directed solely at recovering financial gains and disputing obligations rather than grieving the breakdown of any meaningful partnership.

The Applicant's **own Schedule of Chattels** demonstrates that he claims no ownership of any major items of furniture or household goods. This materially undermines any suggestion that he had a proprietary interest or entitlement arising from contribution to furnishings or the establishment of a home.

The contradiction within his own documents is fatal to any claim of shared ownership or beneficial interest. He cannot simultaneously claim a share of the home while acknowledging he neither owns nor contributed to its contents.

He falsely claimed to be unable to contribute financially, while simultaneously attempting to exert **financial control** over the household, refusing to approve basic purchases and frequently arguing over necessities.

Despite totally dismissing my own spreadsheets, sometime in Greece, the respondent voiced out an ultimatum, disclosing that if I hadn't filled in his excel spreadsheet with my purchases by the 1st July, it would absolve him from paying me back for them

I contributed a total of £9,479 towards furniture and household items, which included purchases such as a dining table and chairs (£2,000), dishwasher, washing machine, tumble dryer and other household appliances (£7,479), other household expenses from Amazon, dating from October 2023 to now (£1,200), as well as non household related expenses (£3,297) I had covered for the respondent while he was claiming "to be broke and to have no money". The applicant has yet to reimburse me for these shared expenses

10: those fees all icl

Paragraph 17: *Your claim that your client contributed £222,000 toward the property is unsubstantiated. I request proof of this assertion, as my exhibits demonstrate Mr. Walker has failed to contribute financially to the property or its Contents. Dated 15 December 2024*

spends £10,000 on improvements resulting in an increase in value of £15,000 then £5,000 will be deducted from Rachel's share.

Purchase price: £389,169.80 inc all

17

Never agreed on chimney removal I am not responsible for or would add to electrician without telling me but making me pay

18

total denial Show everything you were paying for and doing in the house - making it a home The the applicant doesn't even consider these in this statement only goes to prove this home was only an investment and not

19

Pdf email bills what he owes you

Paragraph 20:

47.4 Irene has used the joint account to make purchases for herself without discussing it with me first. For example, in June 2024 Irene purchased some suitcases using joint funds. I queried this with her, and she said they were for both of us. I told Irene I did not need a suitcase and she repaid the money back into the joint account; sponges

Show he took joint account to buy himself weed with and electrician audio.

SHOW WHAT YOU BOUGHT WITH YOUR OWN CARD

All evidence that he refused to pay you back. That he owes 13xx and 8,xxx

Would get fines not pay for them

All financial control

Paragraph 21: The defendant **denies** the allegations in paragraph [X] that they have done the works referenced by the claimant. The defendant **has not undertaken or completed any works** as described in the claimant's statement. The works in question were **not done by the defendant** and the defendant asserts they have **not been involved** in any such works.

The defendant **denies** the allegations made in paragraph [X] of the Plaintiff's statement, which was submitted under a statement of truth. The defendant asserts that the facts presented are **false** and have **not been verified** by the Plaintiff or their solicitor before filing.

Paragraph 22: This message clearly demonstrates my **proactive approach** and willingness to progress with necessary works, particularly with a view to preparing the property for sale in line with court expectations. I even spent a month looking for builders and getting quotes and estimates for the essential renovation works and provided ESTIMATE OF THE NECESSARY WORKS on the 25th October to speed the process up. Instead I was accused *exhibited to her statement in Family Law Act proceedings extensive quotations for works which she has unilaterally obtained without any prior discussion or notification*

EXHIBIT: Photos content, furniture, receipts, his stuff vs mine, amazon receipts, what you were doing, floor plans, lights, etc... I dared buying suitcase thinking it would make him stop shouting, no instead, the

EXHIBIT: Legal search diary and emails, calls, f2f etc...

EXHIBIT: Struggle to pay for solicitor
but also most definitely didn't expect AT ALL just weeks after the judge's order

CORRECT N' EXH 121 not 66

Paragraph 24: Denied in part.

The Defendant denies the accuracy of the Claimant's account and **clarifies** the following:
The Defendant ended the relationship with the Claimant on **16 July 2024** due to escalating abuse, which had become a **daily occurrence**. While it is true that both parties continued to reside in the property until **2 September 2024**, it is false and misleading to state that the Claimant was simply "excluded" following a "criminal complaint."

On that date, the Defendant was **recognised as a victim of domestic abuse**. For the Defendant's **protection and safety**, the Claimant was **lawfully excluded from the property** following police intervention and by the order of **District Judge Davies**.

The Defendant's exclusion request followed a **pattern of controlling, abusive, and coercive behaviour** by the Claimant, which included:

- Threats directed towards the Defendant's cats
- Controlling behaviour regarding the home environment
- Persistent verbal abuse, including shouting, insults, and degrading language
- Damage to personal belongings
- Belittling and demeaning behaviour
- Intimidation and manipulation, including monitoring the Defendant's time and movement
- Rules and punishments imposed to enforce control
- Physical violence and threats used to cause fear

This behaviour caused **mental, emotional, and physical harm** to the Defendant, affected the Defendant's family and social relationships, and resulted in **heightened anxiety and depression**.

Paragraph 25: Denied in part.

The Defendant partially denies and clarifies the content of Paragraph 25.

While it is correct that the Claimant was arrested and interviewed under caution at **Leyton Police Station**, the Claimant was later **released on police bail** with conditions, including that he:

- a. Must not contact the Defendant or the Defendant's mother, **Laura Spalletti**, directly, indirectly or via any electronic means; and
- b. Must not attend or attempt to return to the property.

These conditions were originally set to remain in place until **27 November 2024**. **They have since been extended for an additional 6 months. On 21 March, the bail conditions were amended.**

The Crown Prosecution Service (CPS) has since **returned the case for further investigation**, including a **Level 2 download of the Claimant's phone**, which remains **pending**. Due to the nature of the forensic phone download and related analysis, **completion may exceed the current bail period.**

Paragraph 26: Admitted, with clarification.

Paragraph 26 is admitted. However, it is **averred** that the bail conditions were **amended on 23 October 2024** at the request of the Applicant's solicitor, to permit contact via a **nominated third party or solicitor**, solely for the purpose of **specific and limited communication**.

Subsequently, the conditions were **amended again to prohibit all direct and indirect contact**, following a breach by the Respondent's solicitor of **Paragraph 8 (Settlement and ADR)** of the **Practice Direction on Pre-Action Conduct and Protocols (PDPAC)** under the **Civil Procedure Rules**, which states that **litigation should be a last resort**.

Despite multiple reasonable attempts by the Defendant's former solicitors to engage in **pre-action correspondence and facilitate dialogue**, the Applicant's legal representatives chose to **disregard those efforts and unreasonably proceeded with a court application**, bypassing opportunities for **mediation or alternative dispute resolution**.

Paragraph 27: Denied. EXHIBITS

Paragraph 27 is **denied in full**. The Defendant asserts that the Claimant's statement is **factually incorrect, misleading, and materially false**. It is also inconsistent with the Claimant's previous account provided in his **first witness statement in the Family Law proceedings**, where he similarly alleged obstruction — despite evidence to the contrary.

The Applicant has asserted that this was "deliberately obstructive behaviour" is not only baseless

- **A personal, unfounded statement with no factual basis."**
- **"A groundless accusation made without any supporting evidence."**
- **"A statement driven by personal motives, wholly lacking in truth or substantiation."**
- **"An unsubstantiated claim made without any factual grounds."**
- **"A fabricated narrative with no basis in fact or evidence."**
- **"A personal, misleading statement designed to distort the truth."**
- **"A malicious, groundless accusation intended to mislead."**

When you have provided clear evidence that directly contradicts a statement or claim, you can describe the statement as **"refuted"**, **"disproved"**, or **"demonstrably false."** Here are some ways to phrase it:

- "The Claimant's statement is directly refuted by the evidence I have provided, which proves the exact opposite of their assertions."
- "The evidence I have submitted clearly disproves the Claimant's claims, demonstrating that their statements are false."
- "The facts and evidence I have presented categorically contradict the Claimant's accusations, rendering their statement without merit."
- "My evidence effectively disproves the Claimant's claims, providing clear and compelling proof to the contrary."
- "The Claimant's statements are demonstrably false, as shown by the substantial evidence I have presented."
- "The Claimant's version of events is completely contradicted by the evidence I have provided, proving their statements to be unfounded."

"baseless," "unfounded," or "groundless."

The Defendant **immediately agreed to facilitate** the collection of the Claimant's essential belongings — including **his glasses, contact lenses, and work laptop** — on the **same day, 2 September 2024**, via Tom [Surname], a neutral third party. This was carried out **without delay or obstruction**.

Following that, on **18 September 2024**, the Defendant was contacted by the **investigating officer** regarding the remaining belongings. The following correspondence confirms the Defendant's continuous efforts to cooperate and coordinate access:

- **20 September, 08:30** – The Defendant wrote:
"About Alex's collection, would you and Tom be available on Monday? I need to reschedule an appointment around this and will confirm times once I hear back from them. If Monday doesn't work, Tuesday anytime 5 p.m."
- **20 September, 16:37** – The Defendant notified:
"I am unfortunately now unable to facilitate this property collection myself for a couple of weeks as I am on a training course until October 8th. I will try and see if any of my team are able to facilitate this before then."
- **21 September, 09:08** – The Defendant clarified:
"My parents will be here so he won't be able to collect his stuff until the 9th October."
- **10 October, 15:22** – The Defendant proposed:
"Are you available at 2pm tomorrow to facilitate the property collection?"
- **10 October, 15:27** – Response received:
"Hi, yes that will be fine thanks."

It is not only dangerous but also fundamentally unfair to expect me to facilitate the collection of the Applicant's belongings while my parents were visiting from Europe, as their safety was at risk. My mother, who was present at the property (to the Applicant's knowledge), witnessed the events leading to and including the Applicant's arrest. Despite her presence, the Applicant continued his violent behaviour, thereby clearly jeopardising her safety.

These exchanges clearly demonstrate that I was cooperative, responsive, and actively working to coordinate with the Claimant and others regarding his possessions. Contrary to the Claimant's repeated assertions that access

was denied or delayed, the facts show otherwise. His accusations are false and misleading, and they raise serious concerns about the accuracy and veracity of the sworn evidence provided by him in his statement.

Further in relation to Paragraph 27:

The Claimant states that “all of my other possessions are still at the property,” which is **misleading and vague**, particularly as a **comprehensive Schedule of Chattels** was provided by the Claimant’s own solicitor on **10 March 2025**, identifying the remaining belongings. These include:

- Two suits (Charles Tyrwhitt navy suit with orange trim, and a light beige linen suit)
- A sofa (which the Claimant is paying for on a monthly basis, or offers to sell)
- A television and Samsung sound bar (with proposed buyout prices)
- Computer monitor and mount
- Mattress and duvet (from the front bedroom, offered for sale)
- Office equipment and belongings in the outbuilding
- Kitchen equipment, gifts, tools, and electronic equipment
- Personal effects such as orthodontic mouth guard, Russian MIG suit, and backgammon boards

This list contradicts the Claimant’s vague assertion that “**all possessions remain at the property**”, as the Claimant has himself **identified and itemised** his remaining belongings, and discussions regarding access and recovery have already been underway. The Defendant therefore **challenges the implication** that she has withheld or obstructed access to unspecified items.

If the Claimant asserts there are **additional belongings**, it is for him to **specify and substantiate** them clearly, rather than making broad and inaccurate claims.

Paragraph 28: Serious Misrepresentation EXHIBIT

It is a matter of grave concern that the Applicant, through his solicitor, has now made a second serious and knowingly false allegation in formal proceedings. The statement that “*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*” is entirely false.

I reiterate: I did not allege that the lamp was broken during an argument. I called the police following a frightening and aggressive incident that placed both me and my mother at risk. As stated in my police call and confirmed by the attending officers, I was concerned for our safety following the Respondent's escalating behaviour. It was only after the police asked me to check the property that the broken lamp was discovered upstairs.

In addition, I had been enduring significant abuse from the Applicant, which I had reported to the police as early as **18 August 2024**. I was later contacted by the police, who reviewed my case and asked if I was sure I didn't want to have the Applicant arrested. I was sent a Domestic Abuse Victim Support access information pack. I explained to the police that I was giving the Applicant another chance before making the decision to proceed with an arrest.

In the meantime, I informed both the Applicant and his mother that I had reported the abuse to the police, and I explicitly begged for the abuse to stop, stating that I would have no other choice but to have him arrested if it continued. In response to this, the Applicant laughed at me, saying it would be "hilarious to watch" and that I would have "embarrassed myself in front of the police."

This same false narrative was already addressed in my letter to the Applicant's solicitor dated **15 January 2025**, where I stated clearly:

"Misrepresentation of Facts — Mr. Walker is not on bail for 'breaking a lamp'. No false allegations have been made on 2 September 2024. I strongly urge you to review all relevant evidence, including the police call, before making further unfounded and insulting allegations."

Despite this, the Applicant's solicitor has persisted in repeating a deliberately misleading version of events in formal court proceedings, without apparent review of the available evidence — including a police audio recording that clearly contradicts this claim.

Furthermore, it is deeply upsetting that the Applicant subjected me to this abuse in a property that I own, and to which my parents contributed their lifetime savings. I was forced to live in constant fear and distress. I could not even feel safe in my own home, and I had to constantly seek refuge with friends just to escape the ongoing abuse. It is inhumane that the Applicant created such a toxic and abusive environment in what should have been a sanctuary for me. I worked hard to make this property a home on my own, yet I was subjected to constant control, threats, and fear. This is a fundamental violation of my basic human dignity.

This conduct amounts to a misrepresentation to the court in a statement of truth and may fall within the scope of perjury and professional misconduct. It is entirely unacceptable and demands immediate correction and reconsideration by the Applicant's legal representatives.

Additional Statement Regarding Paragraph 28: Denied.

It is denied that I had any knowledge that the lamp was broken on 26 July 2024 as the Claimant alleges, or that it was ever documented by him to me at that time, or that any apology or offer of replacement was made to me. The Claimant has fabricated this narrative retroactively and misused a photo he took privately without informing me. I was not made aware of the lamp being damaged until it was discovered broken following a serious incident on the evening of 1 September 2024, during which the Claimant behaved aggressively and abusively.

Correction and factual account:

- On 1 September 2024, the Claimant entered the property at approximately 22:33 and immediately became verbally aggressive, shouting at me, calling me a "fucking bitch," and accusing me of benefit fraud. He also made derogatory and threatening remarks referencing my health and family.
- He proceeded to accuse me of causing damage to a window cord and verbally abused me again before storming upstairs, removing the TV and remote from the living room, and banging loudly on the top floor.

- My mother, who was staying at the property at the time, reported that her bed was shaking due to the force of the banging and impacts.
- Fearing for our safety, I left the property and contacted the police at approximately 23:00. When they arrived, they advised me to check for any damage. Upon doing so, I discovered the lamp—gifted by my aunt—smashed in a box on the top floor.
- The police arrested the Claimant shortly afterward, and the investigating officer later informed me that they considered the situation serious and recommended that he not return to the property due to concerns for my safety.
- I was subsequently asked whether I wished to proceed with charges under **Controlling and Coercive Behaviour**, and I agreed. I submitted evidence including voice recordings and emails that reflected the ongoing abusive behaviour.

I also hold a **contemporaneous witness statement** (Police Exhibit ISS/06) in which I describe this incident in detail, including the Claimant's verbal abuse, threats, accusations, and the discovery of the broken lamp. At no point prior to this did the Claimant inform me that the lamp had been damaged on any earlier date or that it had been broken accidentally.

The Claimant's statement in this paragraph is therefore **false, misleading, and deliberately omits** relevant context and events. It is also a continuation of his **pattern of minimising and denying abusive behaviour**.

Correction to Paragraph 29:

It is admitted that at the beginning of October 2024, despite me now being in sole occupation of the property, I did not immediately pay my 50% share of the monthly mortgage payments. However, I was under the impression that the matter would be decided at the court hearing and was awaiting further instructions from the judge. Upon clarification from the police regarding the proceedings, I paid the mortgage share immediately.

Correction to Paragraph 30:

Denied. The bail conditions were originally set to remain in place until 27 November 2024. However, I made a **without notice application** for Non-Molestation and Occupation Orders (supported by a 45-page statement and 66 exhibits totalling 294 pages) on 22 October 2024 as it took me two months to document all the abuse and provide evidence to each single one of my statements and accusations. [EXHIBIT 1st statement](#)

I knew it was limited to occupation order

But I was being programmatically if you want to sell now you have to pay. I don't have anything..., nothing to my name.

*If found guilty yes I expect he'd be held responsible after stealing
Her application makes it clear that she sought that I pay non-exhaustively the court*

*The court hearing proved my priority was my safety and having a **LOOK AT UNDERTAKINGS docs***

39 pages of my statement documented the abuse I had been suffering.

A Of course he should. I had one work contract in 2024 and the abuse was horrendous because i was so focused on work and working that I didnt keep to my duties of cleaning the house

- a) Marzo- Aprile durante contratto

- b) 1st STM 6.0 - 8.0 + Paul
- c) Fatture, voli, amazon...
- d) please see my 400 pages of statement in particular 6.2 financial abuse

Paragraph 31: is admitted

Correction to Paragraph 32: BUT I has also received a ridiculous letter regarding the property. ABSURD. And that they expected me to find the money for a solicitor to refuse it is inhumane, ADD PROPERTY EMAIL

The aggressiveness of their communication despite I had left no doubt to the her client's actions and abuse was also inhumane. Followed with legal and financial threats if I didn't comply.

It is denied that the Applicant made "multiple proposals" in good faith in the lead-up to the return hearing. Instead, I was contacted by the Applicant's solicitor—while I remained a litigant in person and a recognised victim of domestic abuse—with a proposal to discharge the Non-Molestation Order by consent in exchange for undertakings.

I would like to add that the Judge said that they had no rights to act this way

It is wholly rejected that I "forced" the Applicant to incur the costs of the return hearing on 26 November 2024. As a victim of domestic abuse and a litigant in person, I had every legal and moral right to attend the scheduled court hearing to seek protective orders under the Family Law Act.

The Applicant's solicitor has repeatedly accused me of having caused unnecessary costs, despite the fact that I was simply exercising my right to a judicial hearing. The suggestion that I should have accepted a "full suite of undertakings" prior to the hearing ignores several key facts:

- Non-molestation **undertakings are not legally enforceable by police**, unlike formal court orders, and are widely acknowledged to be inappropriate in domestic abuse cases—especially where a pattern of coercive behaviour is alleged.
- I was not represented, while the Applicant is legally represented and has access to professional advice.
- The undertakings offered **did not match the protections** I was seeking through the court, including occupation rights and police-enforceable boundaries.

Furthermore, Non-Molestation and Occupation Orders are frequently pursued **without legal representation**. The Applicant's choice to be represented by a barrister at a reported rate of £550/hour was a private and strategic decision made by his legal team. I bear **no responsibility** for the costs incurred by that choice, and I reject any insinuation that those costs are recoverable from me or that they reflect misuse of the court's time.

The implication that my application was "wholly without merit" is not only inappropriate but undermines the court's initial grant of the without-notice order based on my detailed 45-page witness statement and 294 pages of exhibits. This attempt to blame me for costs—while dismissing the gravity of the situation and my right to protection—is unprofessional and, arguably, breaches the SRA's guidance regarding communications with vulnerable litigants in person.

This approach raised serious ethical and procedural concerns. The communication exerted inappropriate pressure on me, a vulnerable, unrepresented party, to relinquish my legally granted protection and forego a court hearing. The language used attempted to frame this as being in my best interest (“avoid the emotional and financial cost...”), when in fact, it would have stripped me of:

- My legal protection under a binding and police-enforceable court order;
- My right to attend the return hearing, where the matter would be judicially assessed;
- The opportunity for findings of fact regarding the abuse I had alleged;
- Any enforceability by police of future breaches, which an undertaking cannot provide.

It is well established in Family Court guidance and professional codes that undertakings are **not appropriate** in cases involving domestic abuse or allegations thereof. The Solicitor’s Regulation Authority (SRA) sets clear expectations that solicitors must not take unfair advantage of a litigant in person (Rule 1.2, SRA Code of Conduct), and must treat vulnerable parties with appropriate care. In this instance, the solicitor failed to:

- Consider my vulnerability and trauma as a domestic abuse victim;
- Include any safeguarding language or signpost to appropriate support;
- Respect my right to let the matter be decided by the court at the scheduled return hearing on 26 November 2024;
- Acknowledge that the original protective order was already granted based on extensive documentary evidence, including a 45-page statement and 294 pages of exhibits.

This attempt to circumvent a full hearing—after I had already provided comprehensive evidence—was a coercive negotiation tactic, not a neutral or good-faith proposal. I was under no obligation to respond or consent, and the suggestion that this refusal “resulted” in legal costs is both inaccurate and misleading.

Correction to Paragraph 33:

Correction to Applicant’s Account of the 26 November 2024 Hearing:

The Applicant’s characterisation of the outcome on 26 November 2024 as a “very limited” Non-Molestation Order is categorically denied and constitutes a serious distortion of the facts and the legal significance of the order made.

The court granted me a **Non-Molestation Order and sole Occupation of the property for 12 months**, until 25 October 2025. The order included a **Power of Arrest**, meaning that any breach of its terms—such as threats or intimidation—would lead to immediate police involvement. This is not a “very limited” order by any legal standard but a clear judicial response to **serious allegations and risks** acknowledged by the court.

The order **imposed strict limitations on the Applicant’s ability to enter the property**, only allowing access for specific, agreed purposes (e.g., sale-related visits or collection of belongings), and **only by prior written agreement**. This reflects the court’s recognition of the necessity for safeguarding and structured contact conditions.

While the matter was resolved **by consent and without findings**, this was not a reflection of the merits of my case being weak. I was advised that, due to the extensive volume of evidence I had submitted—including 45

pages of witness statement and 294 pages of exhibits—a fully contested final hearing would likely involve **multiple, drawn-out court dates**.

I chose to accept the proposed terms **because they provided me with the protective and financial security I sought**, without having to endure further emotional and psychological distress through protracted litigation. At no point did I “refuse” undertakings arbitrarily; I made an informed decision, in a vulnerable and unrepresented position, to accept binding legal protections that ensured my safety and stability in the short and medium term.

It is wholly inappropriate to downplay the seriousness of a court-issued Non-Molestation Order—particularly one with a Power of Arrest and Occupation component—simply to support a false narrative or minimise the Applicant’s conduct.

Correction to Misrepresentation Regarding Financial Orders:

The statement that “no order relating to anything financial was made” is misleading and inaccurate. The judge made **no order as to costs**, which means that **there were no changes to the existing arrangement** — namely, that both parties continue to contribute equally toward the mortgage and all property-related expenses, including bills.

This was explicitly acknowledged in court and formed part of the agreement under which I remained in the property. The Applicant’s legal representatives were present and fully aware of this context.

To now claim that “no order” was made on financial matters is a **mischaracterisation of the court’s direction**, and it raises **serious concerns about the integrity** of the Applicant’s legal submissions, as well as the conduct of his legal representatives in presenting accurate information to the court.

Correction to p.34 – Misrepresentation of Applications and Communication:

Denied. The claim that I unexpectedly submitted two applications on 21 January 2025 is both misleading and deliberately omits relevant prior context.

On **11 December 2024**, I contacted Mr. Walker’s solicitor, Mr. Jones, in good faith to seek clarification regarding Mr. Walker’s intentions in relation to urgent and essential property renovations. My message read:

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

(Sent on 11 December 2024 at 15:39)

This message clearly demonstrates my **proactive approach** and willingness to progress with necessary works, particularly with a view to preparing the property for sale in line with court expectations.

Instead of receiving a cooperative or constructive response, I was served with a five-page accusatory letter implying an alleged unwillingness to sell the property. This response distorted my genuine and practical inquiry into a hostile allegation and was clearly aimed at deflecting responsibility from Mr. Walker’s ongoing inaction and lack of cooperation.

Furthermore, the solicitor’s letter made the following demands under threat of court action if I didn’t agree to the below:

Your client's proposal that I buy him out was not only absurd but had already been rejected as early as July 2024.

i. Your client was fully aware that my financial situation does not allow me to buy him out, nor would I be able to take over the mortgage on an income of £400 per month in Universal Credit payments.

ii. The proposed overinflated house valuation of £903,000, sourced from the internet without formal valuation, is wholly inconsistent with paragraph 4 (Proportionality) of the Practice Direction on Pre-Action Conduct and Protocols (PDPAC).

iii. Your client's additional demand for £15,000 in compensation. Given that your client is currently facing criminal allegations for domestic abuse, coercive control, financial abuse, and harassment, it is entirely unreasonable for him to claim additional financial compensation

This offer was never a viable option, and your client's insistence on reintroducing it is both coercive and an attempt to exert undue pressure on me. This has already been explained in the [WP Letter, 19 February 2025, \(p.03\)](#).

Your client's demand that "All furniture and chattels must be divided equally by value" despite having no claim to any of the furniture, as well as compensation requests in relation to assets that do not belong to him confirms that your client's original demand was nothing more than an attempt to inflate his financial claim and exert further pressure on me as he initially insisted that the entire contents of the 133-square-meter, three-story house be divided equally. Your client's own recent Schedule of Chattels, contradicts this, proving that he was never entitled to claim compensation for the furniture as he owns none, as documented in my [1st statement_Exhibits 040-059, 25 October 2024, \(p.60\)](#).

- That I confirm by **no later than 4pm on 13 January 2025** that the property could be sold immediately;
- That I agree on an estate agent by **20 January 2025**;
- That failure to do so would result in an application under **Section 14 of the Trusts of Land and Appointment of Trustees Act 1996**, and that I would be held financially responsible for all costs arising.

46. Additionally, despite the judge **explicitly supporting my right to refuse** Mr. Walker's chosen handyman from entering the property—due to safeguarding concerns—I was still being pressured to allow this, further breaching the spirit of the court's ruling.

To my consternation, and despite the court granting me **sole occupancy of the property for 12 months** to regain personal stability, pursue employment, and resume my studies, Mr. Walker's ongoing coercion and his solicitor's aggressive and threatening communications have **disrupted this progress** and continued to impact my emotional and mental wellbeing

now forcing me to put my house on the market in 2 weeks, just weeks after the Judge's order? Ms walker and her client have no regards and acted more than unethically because Mr Walker was ordered by the judge to keep on paying his share towards the property while I live here.

Mr Walker wants to end the mortgage agreement early he is to be held responsible to pay for the redemption fees. He doesn't want to pay an extra £3500 despite I gave him what he wanted and I had agreed to put the house on the market immediately, but instead he has chosen to proceed with TOLATA. I AM THEREFORE NOWHERE RESPONSIBLE FOR THESE PROCEEDINGS COSTS,

The applications made were as follows:

I am seeking clarification and protection regarding the challenges I continue to face following the court's order. I believe I may have been misled during the proceedings and not granted the full occupation rights I understood to be in place. I was contacted by Mr Walker on x,x,x,x,x,x, and you do not call this harassment?

I understood that the Judge granted me some peace for a few months after all the abuse and the trauma so that I can rebuild my life, find work, finish my studies and be part of society again. I have £0 to my name, how can I contribute to the sale of the property if the applicant doesn't give me any of my money back?

And HOW AM I expected to find £3,000 over the Christmas holidays and instruct a solicitor with 13 December and 13 January when all the offices are closed?

And thanks to Ms Walker overvaluation of the property I wasn't eligible for Legal Aid.

And after indebting myself even further but responding within their dictated deadline, Ms Walker made several attempts of phone call per day, multiple emails even before she was being fully instructed. This consumed my budget in less than 2 weeks and left none for the actual negotiation. I had to find more money to pay her to be able to have her to write a letter of response to their pre action

On 23 January completely disregarding my solicitor's communication, they sent the TOLATA application.

No care whatsoever of my vulnerability. Financial position

This is when I asked for them not to contact me any more. They completely disregarded mediation and pre-action protocols.

Correction to p.35

Correction to p.36

Correction to p.37 ICO breach of data. Ms Walker was asked not to contact my solicitor for family matters nor Mr Pennisi

Correction to p.38 – Misleading Representation of Communication and Legal Access:

Denied. The applicant's statement is both misleading and factually inaccurate. I respectfully request that such statements be presented with clarity and truthfulness, particularly when referring to sensitive legal processes and safeguarding protocols.

My solicitor was never instructed for Family Matters

On **23 January 2025**, the applicant himself confirmed that he was in the process of submitting the TOLATA application. At that point, there were **no restrictions** in place that prevented the applicant's legal team from corresponding with me or my then-solicitor. The **change in the bail conditions**, which prohibited **any direct or indirect communication**, including through solicitors, **was only implemented on 3 February 2025**—following the applicant's formal withdrawal from the agreed mediation process.

This amendment to the bail conditions was made for safeguarding purposes and reflects the serious nature of prior conduct. That the applicant now presents this as an "obstruction" is deeply concerning and reveals a lack of awareness or regard for the very real issues of **safety, trauma recovery, and legal integrity** that these protective measures are designed to uphold.

the applicant's request that I nominate a third party to facilitate legal correspondence **overlooks the basic principle of autonomy and safety**. No individual is legally required to nominate a third party, particularly when **protective orders and bail conditions exist**. It is the applicant's legal responsibility to comply with these restrictions, and not an infringement upon his rights, but a necessary condition to protect mine.

[Apparently the investigation is now ...2 and would take longer than the bail conditions and](#)

Furthermore, I do **not currently have legal representation**, and this too is due in no small part to the **disproportionate and aggressive pre-engagement tactics** used by the applicant's solicitor. Before I had even formally instructed my solicitor, **Ms. Walker repeatedly initiated excessive and premature contact**, consuming my available legal budget and preventing my solicitor from taking the necessary steps to support me through the intended mediation process.

This tactic, whether intentional or not, effectively **forced me to disengage legal representation**, leaving me in a vulnerable position as a litigant in person while the applicant continues to be legally represented. This imbalance

further underlines the importance of court oversight and safeguarding—not an attempt to “litigate with impunity” as the applicant claims.

I respectfully request that the court reject these characterisations and instead uphold the established protections that are in place for legitimate safeguarding reasons.

Disparities in financial and household contributions 8.0

39

40

41 refuse to engage in non sense. Ms walker didnt read my statement it couldnt have been more detailed. Priority to be able to put the house on market building works. Clearly state i have no money to buy him out

Your client's vexatious and unhelpful 'buy out' proposal is therefore not an option, not to mention the hugely over-inflated house valuation of £903,000 sourced from the internet and this being wholly incompatible with paragraph 4 (Proportionality) of the PDPAC, and your client's ridiculous request for an additional compensatory sum of £15,000 despite subsequently stating that the parties 'have no ongoing duty to support each other.' It is entirely unreasonable for your client to be compensated in such manner and especially in circumstances where your client is looking at charges of criminal offences against me including but not limited to domestic abuse, controlling and coercive behaviour, financial control and harassment.

42 I should not encounter legal costs to respond to this letter when it clearly goes against everything that is listed in my statement. It was absurd to pretend either offers were reasonable when clearly

Your client's proposals

Firstly, I would like to address your client's initial proposal in your letter dated 5 November 2024 that I buy out your client and its absurdity. As your client is fully aware, my financial position does not allow for me to buy your client out nor would I be able to take over the Mortgage on a mere £400 per month in Universal Credit payments. It is evident to me that your client made this offer purposefully in an attempt to exert undue pressure and to secure an unfair advantage by intimidating me.

The letter was ignored, and no substantive response was ever provided,

ISS-27- abuse - go on, take your toys out and fuck yourself.mp3

When your bedroom's ready you can move back in there.

(35) Following the break up the respondent began threatening me to take my bedroom and to put locks on the rooms so that I couldn't have access if I kept on asking him for the money he owed me (see Exhibit n° ISS-45).

43: (41) Would that not be possible I ask for the respondent to buy me out immediately and pay me the £150,000 from the deposit as well as the £40,000 paid to him to cover further costs related to the purchase of the property. If the renovation works aren't covered by the respondent I cannot cover the costs necessary to fix the property as it is in its current state. The respondent has the money in his bank account to do so.

(35) I also ask for him to fully cover the essential house renovations necessary for us to be able to sell the house as soon as possible, such as the renovation of three bathrooms and the new windows for the roof (£23,000, £6,800), (see Exhibits n° ISS-62, n° ISS-63).

44. Not INSTEAD. This was the priority to tackle. And completely got ignored

Dear Mr. Jones,

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

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

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

45. I acknowledge the date on which this response is made and that a faster response would have been possible had I not encountered numerous complications including, but not limited to, the considerable difficulties over the Christmas period in finding suitable legal representation. As you will be aware, it is difficult for prospective clients to seek legal advice let alone secure representation so close to the Christmas break given most law firms are at capacity in light of their closure over Christmas and New Years. Then, once I had instructed Southgate solicitors, the delays in responding were further exacerbated by your continual chasing and threats impeding on mine and my solicitors' abilities to provide a more prompt response. Not to mention the persistent forms of communications largely contributing to the demise of the limited funds I had on account, which in turn lead to my former solicitors temporarily ceasing work on my file. Shortly thereafter, I reached financial breaking point which led me to deinstucting them altogether.

I am exasperated to have received such persistent letters threatening court proceedings to force the sale of the Property. These unprofessional tactics, seeking to secure an unfair advantage by intimidating me, irrespective of the history of your client's abusive behaviour and the current bail conditions and non-molestation order in place for my protection, are a clear breach of paragraph 4 (Proportionality) of the PDPAC which requires only reasonable and proportionate steps to be taken by the parties to identify, narrow and resolve the legal, factual, or expert issues.

As your client is very aware, I have a medical background of anxiety disorder, emotionally unstable personality disorder, ADHD, depression, chronic pain, fibromyalgia and have been suicidal on many an occasion. Your client has had a seriously negative influence on my life and as such, this escalates my anxiety to such an extent that I end up panicking and making attempts on my life. As a result of the continual chasing and persistent threats and the emotional and psychological damage this has and is causing me, my ability to promptly engage in matters requiring my attention and ongoing communication has been impeded. This, as I understand, is the main reason as to why your client's bail conditions were recently amended, prohibiting him from contacting me directly and indirectly.

Nonetheless, I am keen to resolve matters relating to the Property with your client without recourse to court proceedings. I have always been willing to engage in negotiations to settle this matter fairly and I am committed to doing so to remove this continued stress and uncertainty from my life. It is of utmost importance to me to conclude matters so that we can both move on with our lives; yet your client has made this extremely difficult for me in more ways than one, such as his unreasonable and unsubstantiated proposal – which I will address later in this letter – coupled with the persistent chasing and threats which have affected me emotionally, psychologically and financially. My mental health has suffered immensely due to this matter hanging over me combined with my medical diagnoses, hence the reason for the delay in responding in full.

46. It is barrister + assistance. Builde discussed at hearing and judge agreed with my refusal. Despite Mr Walker and the law firm are ignoring the content of the hearing, completely ignoring as they never happened and persist on demanding what has already been rejected + 53 exhibit

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

47. Admit

48. Misuse of facts and evidence. Reported

Lucy to SW 27 January 2025

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

48 c.

Letter 13 December after obtained court order 2 weeks

Action required

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

4

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

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

19. My client could of course claim further sums because he contributed more to the costs or purchasing and renovating the property. However, he will not pursue this claim on the condition

that his proposals are accepted by 13 January 2025.

20. If you fail to respond to this Letter Before Action by this deadline or if your response is in any way unsatisfactory, I anticipate being instructed to take all further action. To the extent that full court proceedings are necessary, my client's costs will increase, and he will seek to recover all of the same from you as part of those proceedings.

50. Admit despite they lied in the tolata application that made because i refused to nominate a third party but they had informed me they breached

- 23 January

-
-

51. Admit

52. Forbidden access to the property both by the law and the police force for criminal offense

53.

d) occupation rent?!?!?

lii.utility

_ COUNTERCLAIM _____

54. The Defendant repeats the Defence herein.

AND THE DEFENDANT COUNTERCLAIMS:

(1) A declaration that the Defendant holds legal and beneficial title to the property absolutely;

(2) An order that the Claimant's restriction entered against the property at HM Land Registry be removed from the Register forthwith;

(3) A declaration that the Claimant's licence to occupy the property has ended;

(4) Costs.