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**D7 – Without Prejudice Correspondence**

WP letters from former solicitor and ongoing WP communications from current solicitor, reflecting improved engagement and resolution efforts.

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Ms Sarah Walker  
Hughes Fowler Carruthers  
Academy Court  
94 Chancery Lane  
London  
WC2A 1DT

Your Ref: BJ.SW.bs.WAL023

19 February 2025

**WITHOUT PREJUDICE SAVE AS TO COSTS**

Dear Ms Walker

**Re: 92 Ollerton Road, London, N11 2LA**

I write in relation to the freehold property known as 92 Ollerton Road, London, N11 2LA registered at HM Land Registry under title number MX466101 (the "Property") and in response to your letter before action dated 13 December 2024.

Firstly, I would like to express my immense disappointment and frustration at your client's decision to make an application pursuant to section 14 of the Trust of Land and the Appointment of Trustees Act 1996 for the court to make an order for sale despite several correspondences from my former solicitors (southgate solicitors) – one, prior to your proposed deadline of 13 January 2025 – indicating that I have every intention to provide a full response to your letter before action as soon as I can, and to resolve matters outside of court. As you will be aware, 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 as a last resort. Nevertheless, your client decided to disregard my former solicitors' correspondences and proceeded to make a court application anyway, unreasonably and unnecessarily.

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 deconstructing 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.

### Background

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.

On 2 February 2024, the Property was purchased at the price of £860,000 in joint names, held as tenants in common in equal shares with a mortgage in favour of National Westminster Bank PLC (the "Mortgage"). The acquisition cost of the Property inclusive of Stamp Duty Land Tax and legal fees was £895,637.60 and was funded by the Mortgage, £192,833.80 provided by me and £192,833.80 provided by your client.

The total amount to repay the Mortgage stands at £515,815.67 as at 6 January 2025 (see enclosed redemption statement) and the monthly mortgage repayments are currently £2,415.15 per calendar month. In relation to the financial arrangements arising from the purchase and in response to point 6:

- a. I did not contribute to the Mortgage for the first two months living at the Property because as your client is aware, we agreed he would pay the first two months' mortgage repayments in lieu of two months' rent and bills for the flat we resided in prior. Therefore, I do not need to reimburse your client.
- b. I did withdraw my share of the money for the bills from the joint account in July 2024 because after I had transferred the funds into the joint account for bills, your client withdrew £100 from my share at an ATM for his sole personal use. Nevertheless, I paid your client back for the bills on 13 July 2024, contributed more to the bills on 27 July 2024 and paid some other monthly household bills to the providers directly. Therefore, I do not need to reimburse your client.
- c. I did pay my share of the bills in August 2024 as I paid the providers directly. Therefore, I do not need to reimburse your client.
- d. I paid £628 towards my share of the Mortgage to your client in November 2024 because your client failed to pay two months of fixed property costs and bills (from the day of your client's arrest) and therefore, this was subtracted from my share of the mortgage repayment. Therefore, I do not need to reimburse your client.

We have now been separated since 16 July 2024 but continued to live together at the Property until your client was arrested on 2 September 2024. To confirm, your client was released on bail while investigations into domestic abuse, controlling and coercive behaviour, harassment and financial control were conducted (amongst many others). The six-month bail condition imposed on your client prohibiting him from returning to the Property are not because of a broken lamp. I initiated Family Law Act proceedings in October 2024 to which have now concluded on 5 February 2025.

#### 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. 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.

Further, your assertion that your client contributed £222,000 to the overall costs of purchasing and renovating the Property and that I only contributed £202,000 is unsubstantiated and neither are these figures agreed. It is my position that we have contributed equally to the overall costs of purchasing the Property and the Mortgage. Any redecoration/renovation or other costs that your client has incurred that are unmatched by me have been without my consent, such as the removal of the second chimney which was entirely unnecessary.

In response to your client's letter before action proposal, I am not opposed to selling the Property forthwith, however, the subsections of the proposal are not agreed in full. Firstly, I am not agreeable to your client's usual workman undertaking remedial work to ensure the Property is saleable. Secondly, in accordance with District Judge Davies' proposition within the Family Law Act proceedings, I do not agree that I should be solely responsible for the bills and utilities at the Property. I am in the process of obtaining court transcripts. Finally, I am not agreeable to subsection f(iv) given that your client has not made any additional contributions to the Mortgage other than those agreed between your client and I nor has he made any additional contributions to bills. In fact, your client still owes me 4 months' worth of bills from my previously rented property.

#### Settlement – without prejudice

As you are aware, as your client and I own the Property jointly and hold the Property on trust for ourselves as tenants in common in equal shares, we both have an equal share in the Property. If it was our intention that your client was to receive more than his equal share as alleged, which for avoidance of doubt is not agreed, this would have been reflected in the Property transfer at the time or by way of an agreement, but it is not. In the absence of either, the legal position is that I am entitled to 50% share in the Property.

Nevertheless, in consideration of your client's proposal and in line with the requirements of PDPAC, I wish to make a constructive effort to make a counterproposal to bring a conclusion to this issue in the parties' best interests to avoid the time and costs of litigation. In this regard, on a strictly without prejudice save as to costs basis I put forward a counterproposal as follows:

I have obtained three valuations for the Property, copies of which are enclosed. These are as follows:

1. On 6 January 2025 by Ellis & Co at £810,000 without essential building works and at £887,500 with building works carried out
2. On 7 January 2025 by Kinleigh Folkard & Hayward at £800,000 without essential building works and at £900,000 with building works carried out
3. On 9 January 2025 by Oyster Properties at £825,000 without essential building works and at £850,000 with building works carried out

The current valuation of the Property based on an average of the three valuations is £811,666.67 and should the essential building works be carried out the value is expected to be around £879,166.67. I do not accept your client's case that the Property is worth anything like £903,000 in its current state.

There is an outstanding mortgage of £508,234.92 and an ERC of £7,580.75 as at 6 January 2025 leaving equity of approximately £295,851 or £363,351 with essential building works carried out should the Property be sold forthwith plus the cost of sale calculated at 3% of the purchase price.

In light of the above, I give your client two options:

**Option 1 – the Property is sold forthwith, and the following provisions shall apply:**

- a. the Property shall be sold forthwith for the best price achievable;
- b. the parties to agree the estate agent within fourteen days. Your client to propose three options, I shall select one of the three proposed, the joint letter of instructions to be prepared by your client and agreed with me;
- c. the parties to agree the workman to undertake remedial work to ensure the Property is saleable within fourteen days. I shall propose three options together with their quotes and your client to select one of the three proposed – the scheme of the works to be set out by prior written agreement between the parties;

- d. I shall maintain the Property to a viewable standard and to agree not to stymie the sale;
- e. the parties to continue to discharge the monthly mortgage repayments and household bills equally;
- f. the parties to agree the conveyancing solicitor within fourteen days. I shall propose three options together with their quotes and your client to select one of the three proposed;
- g. the gross proceeds of sale shall be applied in the following order:
  - i. to discharge the Mortgage;
  - ii. in payment of any early redemption or redemption administration charges in relation to the Mortgage;
  - iii. in payments of the solicitors' conveyancing costs and disbursements in connection with the sale;
  - iv. in payment of the estate agent's charges;
  - v. in payment to your client for any redecoration/renovation or other costs that your client incurs in order to prepare the Property for sale that are unmatched by me;
  - vi. in payment of the balance as to 50% to me (plus 50% of any early redemption or redemption administration charged in relation to the Mortgage) and 50% to your client (minus 50% of any early redemption or redemption administration charged in relation to the Mortgage);
- h. upon compliance by the parties with paragraphs a – g above, the parties claims under section 14 of the Trust of Land & Appointment of Trustees Act 1996 shall be dismissed relating to the Property and in respect of any other property, chattels or liabilities owned by either party in any jurisdiction; and
- i. no order for costs.

With this option, I propose that should your client want the Property to be sold forthwith rather than waiting for the Mortgage fixed-term agreement to come to an end on 31 March 2026, he shall be solely responsible for any early redemption or redemption administration charges.

**Option 2 – the Property is sold once the Mortgage fixed-term agreement comes to an end, and the following provisions shall apply:**

- a. the Property shall be sold immediately after the Mortgage fixed-term agreement comes to an end on 31 March 2026 for the best price achievable;



- b. the parties to agree the estate agent six months prior. Your client to propose three options, I shall select one of the three proposed, the joint letter of instructions to be prepared by your client and agreed with me;
- c. the parties to agree the workman to undertake remedial work to ensure the Property is saleable within fourteen days. I shall propose three options together with their quotes and your client to select one of the three proposed – the scheme of the works to be set out by prior written agreement between the parties;
- d. I shall maintain the Property to a viewable standard and to agree not to stymie the sale;
- e. the parties to continue to discharge the monthly mortgage repayments and household bills equally;
- f. the parties to agree the conveyancing solicitor six months prior. I shall propose three options together with their quotes and your client to select one of the three proposed;
- g. the gross proceeds of sale shall be applied in the following order:
  - i. to discharge the Mortgage;
  - ii. in payments of the solicitors' conveyancing costs and disbursements in connection with the sale;
  - iii. in payment of the estate agent's charges;
  - iv. in payment to your client for any redecoration/renovation or other costs that your client incurs in order to prepare the Property for sale that are unmatched by me;
  - v. in payment of the balance as to 50% to me and 50% to your client;
- h. upon compliance by the parties with paragraphs a – g above, the parties claims under section 14 of the Trust of Land & Appointment of Trustees Act 1996 shall be dismissed relating to the Property and in respect of any other property, chattels or liabilities owned by either party in any jurisdiction; and
- i. no order for costs.

With both options, each party will retain the home contents currently in their possession but excluding the couch which shall be returned to your client upon sale of the Property. All the rest of the chattels/furniture was paid for by me and shall therefore be retained by me. Further, given my current and ongoing financial position, I do not envision being

able to make any upfront payments with respect to any redecoration/renovations or other costs associated with preparing the Property for sale. For avoidance of doubt and sake of transparency, your client will need to cover all upfront costs, and he will then be reimbursed accordingly upon sale of the Property.

If either option is agreed by your client, an initial draft deed of separation shall be drawn up by you recording the terms of settlement herein for my consideration so as to be binding on the parties and your client's application pursuant to section 14 of the Trust of Land and the Appointment of Trustees Act 1996 shall be withdrawn forthwith.

#### Action required

I invite your client to accept either of the above proposals within 21 days of the date of this letter. Please note this offer is open for acceptance for a period of 21 days from the date hereof and shall lapse at 4pm on 11 March 2025 after which it will be withdrawn.

However, I reserve the right to bring the contents of this letter to the attention of the court on the question of costs.

The above proposals enable the parties to reach an agreement imminently and avoids lengthy, costly and stressful litigation. However, if for any reason the above is not agreed, in line with PDPAC, I am prepared to consider alternative dispute resolution but only those appropriate for domestic abuse victims, for example, shuttle mediation, to enable us to conclude matters. As above, I had no choice but to deconstruct my former solicitors because I simply do not have the funds for continued representation, and I am aware that alternative dispute resolution is a more cost-effective way of resolving matters if we are unable to reach an agreement via yourselves.

I understand that your client's bail conditions have been amended recently prohibiting him from contacting me directly or indirectly. However, please note that I have spoken to the detective in charge, Mr Jonty Proudfoot, and he has consented to sending and receiving correspondence on my behalf in matters relating to the Property. Mr Proudfoot's email address is [Jonty.Proudfoot@met.police.uk](mailto:Jonty.Proudfoot@met.police.uk) and I would be grateful if you could please send your response to this letter to him directly. For avoidance of doubt, please do not send more than one response to this letter to Mr Proudfoot as it is not necessary nor is it appropriate in the circumstances I have mentioned above.

I kindly ask that before drafting your response that you remain conscious of your tone throughout as your previous correspondence has caused me much emotional suffering and in turn has had an adverse effect on the effectiveness of negotiations and I am keen to resolve matters promptly and outside of court.

I look forward to receiving your response.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Irene Spalletti'. The signature is fluid and cursive, with a large, stylized 'I' at the beginning and a long, sweeping underline.

**Irene Spalletti**

Our ref: BJ.SW.bs.WAL023

FAO: Ms Irene Spalletti  
Via DC Jonty Proudfoot

By email: [jonty.proudfoot@met.police.uk](mailto:jonty.proudfoot@met.police.uk)

10 March 2025

**WITHOUT PREJUDICE SAVE AS TO COSTS**

Dear Ms Spalletti

**You and Alexander Walker – 92 Ollerton Road (the “Property”)**

Thank you for your proposal for settlement dated 19 February 2025. I apologise for the delay in responding, as I have only just recently returned from holiday.

There is much in your letter that my client does not agree with, but my client will not run up unnecessary costs responding to every point. Where he has not addressed something in your letter that should not be taken as acceptance by him of a particular point. It is, however, important to him to respond to your accusation that he has attempted to “*exert undue pressure*” on you by proposing that you buy him out of his share of the house. This is simply not correct; my client made this proposal because he thought you might like to stay in the house, and he thought your parents may have been able to assist you financially (as they have done in the past) to achieve this. This was absolutely not an attempt by him to “*secure an advantage by intimidating*” you as you state and was in fact intended to be conciliatory. In any event my client only proposed this after you repeatedly failed to engage with him about selling the property and because your mother had suggested to him that you would like to stay in the house.

Since your relationship with my client came to an end in the summer of last year, my client’s primary focus has simply been to finalise the works that need to be carried out so the house can be readied for sale to enable you and my client to each go your separate ways. The unnecessary and misconceived applications made by you under the Family Law Act have been an unwelcome and expensive distraction from this, and it is clear to my client that your applications were entirely motivated by your desire to block the sale of the house. The judge at the hearing on 5 February

2025 dismissed all three of your applications and found that it was not reasonable for you to contest those issues, which resulted in a costs order being made against you. The £1,625 that you have been ordered to pay towards my client's costs will, of course, need to be deducted from your share of the net sale proceeds.

While my client is pleased that you are now facing up to the reality that the Property needs to be sold, he is disappointed that it has taken you so long to respond, which resulted him in incurring the costs of preparing his TOLATA application. My client has never wanted to go to court. It is in fact you who has instigated the two hearings in November 2024 and February 2025. My client had no choice but to prepare his TOLATA application in time for service on you at the hearing on 5 February 2025, given your unreasonable refusal to nominate a third party with whom I could communicate with and affect service. Given your attitude to date, my client also has no confidence that you would have in fact facilitated a sale at all, without the backdrop of these TOLATA proceedings.

My client gave you more than enough time to respond to his letter before claim dated 13 December 2024 (the rules only requiring him to give you two weeks to respond). He reasonably gave you additional time to respond to factor in the Christmas period and he also agreed to extend the timeline for your response to 24 January 2025 (six weeks from his initial letter before action). You blame my client for exacerbating the delays by "continually chasing" your solicitor. I sent a total of three substantive letters to Southgate Solicitors, all of which were less than two pages long. It is inconceivable that my client was largely responsible for the "demise" of the funds you had on account with them as you assert.

If you had not taken such an unreasonable approach, then my client would not have had to incur the costs of his TOLATA application. You will therefore need to make a contribution towards the costs he has incurred in relation to this. My client would, of course, be entitled to seek all of his costs from you (which currently total circa £7,500), but in order to be constructive and pragmatic he is not pursuing the full costs of these from you, although he reserves the right to do so should matters proceed to court. You should note that my client is also entitled to seek occupation rent following his exclusion from the property since 2 September 2024, but again in the interests of reaching an agreement he is not pursuing this, but he reserves the right to do so if you are unable to reach an agreement now.

My client does not agree for the sale of the Property to be delayed until after the fixed term mortgage comes to an end. My client cannot afford to pay the interest on the mortgage if it switches to the variable rate (of around 8%) and so it needs to be marketed for sale now. It would also result in a much larger monthly mortgage payment for you, which he expects is also unaffordable for you. My client is naturally concerned about your ongoing failure to contribute your 50% share of the monthly mortgage payments, and he has no confidence at all that you will make the payments on time, if at all. Once again, you have not paid your share of this month's mortgage which fell due on 2 March 2025 and have provided no explanation at all for why this is unpaid. You must reimburse my client for this and the other outstanding amounts due to him as a consequence of your failure to meet your share of the mortgage in full forthwith.

Following the numbering of "Option 1" of your proposal, my client's response is as follows:

- a. The Property shall be sold forthwith for the best price achievable (although the Property will need to be marketed for sale once the necessary renovations/works have been completed)– **Agreed but with the below addition;**

If you cannot agree on the price, then you will be guided by the estate agent the identify of whom you will agree upon in accordance with (b) below.

- b. You and my client shall agree the identity of the estate agent within 14 days of an agreement being reached. My client will propose three options, and you shall select one of the three proposed, the joint letter of instruction to be prepared by my client and agreed with you – **Agreed but with the below addition**

Additionally, in the event that the selected agent does not achieve an offer for purchase within three months of the property being marketed for sale, there shall be an option for the estate agent to be replaced. In this scenario, my client will again propose three options and you shall select one.

- c. The parties shall agree the identity of the workman to undertake remedial work to ensure the Property is saleable within 14 days of an agreement being reached. You shall propose three options together with their quotes and my client shall select one of the three proposed – the scheme of works to be set out by prior written agreement between the parties – **Not agreed. My client's counter proposal is as follows:**

- i. My client has already paid the existing workman to fix a hole in the wall and replaster the landing, where the wallpaper has partially been removed. You shall permit the existing workman to complete this work within 14 days;
- ii. You shall permit the existing electrician to complete the works on the electrics within 14 days. He needs to wire in the wall lights (which my client is happy for you to choose provided they cost less than £20 each and you furnish him with receipts) and the sockets in the kitchen so that the electrical certificate can be issued;
- iii. Both you and my client shall obtain two quotes each for the following works to be completed and the workman who provides the cheapest quote shall be instructed. The works that will need to be completed are:
  1. Stripping of the wallpaper from the landing and the small office, filling in the wall;
  2. Painting of the hall, downstairs toilet, landing, top floor, small office, top floor bathroom, garden office room and stairways in off white or cream (they will also need to complete/cover any patch work);
  3. Retiling of the top floor bathroom and fixing/replacing of the top floor toilet cistern;
  4. Sealing of the hole in the attic wall which will then need to be plastered and repainted;
  5. Clearing of the front and rear garden;
  6. Fixing of the window sash in the front bedroom;
  7. Door stop moulding to be added to the small office door;
  8. Installation of a carpet on the top floor and on the top floor stairs (preferably matching the existing carpet on the top floor).

- iv. Insofar as the estate agent advises that any further works need to be undertaken to ready the Property for sale those works shall also be undertaken by the workman instructed to complete the works set out at (1) to (8) above.

My client agrees to make the upfront payments with respect to the abovementioned works provided he is reimbursed in accordance with (g)(iv) below.

- d. You shall maintain the Property to a viewable standard and agree not to stymie the sale – **Agreed – this will need to include the front and rear garden**
- e. You and my client shall discharge the monthly mortgage repayments and household bills equally. – **Not agreed. My client's counter proposal is as follows:**
  - i. You and my client shall continue to pay 50% of the mortgage repayments (including interest) each month. In default, a full account shall be taken from each of your respective shares in the net proceeds of sale.
  - ii. You shall be responsible for paying all of the household bills and you shall indemnify my client against the same. In default, a full account shall be taken from your share of the net proceeds of sale.
- f. You and my client shall agree the identity of the conveyancing solicitor within 14 days of an agreement being reached. You shall propose three options together with their quotes and my client will select one of the three proposed – **Agreed**
- g. The gross proceeds of sale of the Property shall be applied in the following order:
  - i. To discharge the Mortgage – **Agreed**
  - ii. In payment of any early redemption or redemption administration charges in relation to the Mortgage – **Agreed**
  - iii. In payment of the solicitors' conveyancing costs and disbursements in connection with the sale – **Agreed**
  - iv. In payment to my client for any redecoration/renovation or other costs that my client incurs in order to prepare the Property for sale that are unmatched by you – **Agreed**
  - v. In payment of the balance as to 50% to you (plus 50% of any early redemption or redemption administration charges in relation to the mortgage) and 50% to my client (minus 50% of any early redemption or redemption administration charged in relation to the mortgage) – **Not agreed. My client's counter proposal is as follows:**

In addition to the above, before the balance of the proceeds of sale are distributed equally to each of you the following will need to be paid to my client from the proceeds of sale held by the conveyancing solicitor:

- I. £1,625 that you have been ordered to pay towards my client's costs of the Family Law Act proceedings pursuant to paragraph 10 of the order of DDJ Barrett dated 5 February 2025;

2. £1,750 which represents your 50% share of the cost of repairing the fireplace and which my client has paid;
3. Mortgage payments that my client has made above and beyond his notional 50% liability since purchase, which currently amounts to £5,137 plus further accounts for any future missed payments (it was not agreed that my client would pay the first two months' mortgage payments in full in lieu of two months' rent and bills for the flat you resided in prior – my client paid his share of the rent for the two months prior, he only agreed to pay the first two months mortgage upfront while you were waiting for your deposit to be repaid, it was always intended that you would repay him upon receipt of that);
4. Marketing related costs (to include but not limited to photography costs) that are unmatched by you;
5. Reimbursement for any utility or other household costs that my client has paid following his exclusion from the property;
6. £3,750 by way of a contribution towards the costs incurred by my client in relation to his TOLATA claim.

For the avoidance of doubt, there is absolutely no reason why my client should be solely responsible for the early redemption or redemption administration charges, which should be met equally.

- h. Upon compliance by you and my client with paragraphs (a) to (g) above, both of your claims under section 14 of TOLATA 1996 shall be dismissed relating to the Property and in respect of any other property, chattels or liabilities owned by either party in any jurisdiction; ***Agreed on the condition that my client be able to instruct a third party to remove the chattels at a date and time to be agreed (within 14 days of an agreement being reached) from the Property as set out in the schedule to this letter. (Once my client's chattels have been returned to him, you will, of course, be responsible for clearing the house in readiness for completion).***
- i. No order for costs – ***Agreed provided that paragraph (g)(v) is complied with by you.***

I look forward to hearing from you. Please note that should the abovementioned proposal not be agreed within 21 days then this proposal is withdrawn. and my client will be drawing this letter to the attention of the court on the issue of costs.

While writing, my client should also be grateful if you could send the WiFi router back to BT, the bag will be delivered to 92 Ollerton Road for you to put it in.

Yours sincerely



**SARAH WALKER**



### **Schedule of Chattels**

1. Charles Tyrwhitt navy suit (with orange trim);
2. Light beige linen suit;
3. Sofa that cost around £2,500 (my client is paying for this on a monthly basis – as an alternative my client is content for you to buy the sofa from him for £1,500);
4. Television (which my client paid for – the TV is more valuable than this but as an alternative my client is content for you to buy the TV from him for £850);
5. Samsung sound bar (my client is content for you to buy this from him for £150);
6. Computer monitor and monitor mount that my client lent to you and has not been returned and accompanying cables;
7. Mattress that was/is kept in the front bedroom;
8. Duvet that was/is kept in the front bedroom (my client is content for you to buy the mattress and duvet from him for £150);
9. My client's belongings which are in the office at the end of the garden (including cable, computer keyboards, baskets, collapsable desk);
10. Pictures which belong to my client;
11. Gifts from Robbie Myerson which comprises of a chopping board and a kitchen knife, as well as a beer pump and lid;
12. Kitchen equipment (including large metal bowls, wok, chopping boards, taco press)
13. Tools (including his toolbox, battery powered drill, Makita jigsaw, wired drills, Dewalt drill and drill bits);
14. Samsung sound bar;
15. Speakers and amplifiers;
16. TP link deco WiFi points x3 (one external, one in the sitting room and one in the upstairs office);
17. Network switches x 2;
18. Russian MIG suit and helmet;
19. Network attached HP server (black box);
20. Barbeque;
21. All backgammon boards (my client believes there are four);
22. Orthodontist mouth guard and case.

Ms Sarah Walker  
Hughes Fowler Carruthers  
Academy Court  
94 Chancery Lane  
London  
WC2A 1DT

Your Ref: BJ.SW.bs.WAL023

04 April 2025

**WITHOUT PREJUDICE SAVE AS TO COSTS**

Dear Ms Walker

**Re: 92 Ollerton Road, London, N11 2LA**

I apologise for the delay. I had instructed my solicitor over two weeks ago; however, she only informed me today that she would not be taking my case. Going forward, I request that all communication from you be limited to one response per letter sent from me, and that it be directed to this email address: [property\\_92@yahoo.com](mailto:property_92@yahoo.com).

Ms. Walker, I had previously requested in December that you fact-check your statements before making certain accusations, and I would appreciate it if you could begin doing so.

*"There is much in your letter that my client does not agree with, but my client will not run up unnecessary costs responding to every point. Where he has not addressed something in your letter that should not be taken as acceptance by him of a particular point. It is, however, important to him to respond to your accusation that he has attempted to "exert undue pressure" on you by proposing that you buy him out of his share of the house. This is simply not correct; my client made this proposal because he thought you might like to stay in the house, and he thought your parents may have been able to assist you financially (as they have done in the past) to achieve this. This was absolutely not an attempt by him to "secure an advantage by intimidating" you as you state and was in fact intended to be conciliatory. In any event my client only proposed this after you repeatedly failed to engage with him about selling the property and because your mother had suggested to him that you would like to stay in the house."*

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, \(p.60\)](#). Your client's own statements and actions unequivocally demonstrate he never genuinely intended to build a home or a future together in this property and that his primary motivation was financial gain, not the establishment of a shared household.

*"Since your relationship with my client came to an end in the summer of last year, my client's primary focus has simply been to finalise the works that need to be carried out so the house can be readied for sale to enable you and my client to each go your separate ways."*

- i. My [1st statement\\_Exhibits 060-066, 25 October 2024, \(pp.03-17\)](#), included a detailed breakdown of essential works to prepare the property for sale, as multiple builder's quotes.
- ii. Since then, neither your client nor your firm has engaged in any discussions regarding the renovations until now, 10 March 2025—nearly five months later
- iii. On 11 December 2024, I contacted Mr. Jones to seek clarification on Mr. Walker's intentions regarding these necessary works clearly demonstrating my eagerness to proceed.

*"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 15:39.*

- iv. On 13 December, instead of responding constructively, your firm ignored the renovation issue entirely and, rather than engaging with the matter, proceeded with a TOLATA application — a move that was both premature and unreasonable, as the property could not have been marketed for sale in its then-current condition as mentioned in my [1st statement, 25 October 2024, \(p.43\)](#).
- v. It is therefore entirely disingenuous for you to attempt to place blame on me for delays caused solely by your client's failure to act. The inaction from your side has been the primary cause of delay, and the failure to engage with necessary renovation discussions has obstructed the sale process rather than facilitated it. I was actively attempting to prepare the property for sale, including getting quotes for the building work and getting valuations from various estate agents. This further calls into question whether your client's primary intention was ever to sell the property in a fair and reasonable manner, or whether his application was strategically designed to exert financial pressure and harassment upon me.
- vi. Had your client responded in good faith at the time, the essential works would now be completed, and the property could be ready for sale.
- vii. Rather than continually requesting compensation for your client, we must urgently address the building works in order to proceed with the sale of the property. It is now April and, regrettably, no progress has been made.

Despite repeatedly accusing me of being financially motivated, the reality is this. The only financial reimbursement I have requested is £900, solely related to the costs of printing 400 pages of documented abuse I have endured. Meanwhile, your client has made excessive and baseless financial demands exceeding £150,000, which include:

- Over-inflating the property value
- Threats of legal fees
- Unjustified demands for compensation
- Attempts to force an early sale under unfavorable conditions.

Your client's actions reflect a clear pattern of financial coercion, designed to pressure me into accepting an unfair settlement.

*"The unnecessary and misconceived applications made by you under the Family Law Act have been an unwelcome and expensive distraction from this, and it is clear to my client that your applications were entirely motivated by your desire to block the sale of the house."*

- i. My application for a Family Law Act order was made following your client's arrest, and the police's decision to prosecute him. You may refer to the application as unnecessary because your client lost the case, but the application was never about the property—it was about my safety. The court granted the orders based on the clear risk of harm I faced, and it was not about financial or property disputes. Your lack of ethics is deeply concerning. If you are claiming that a victim of domestic abuse making an application to the court for a protective order is unnecessary, it becomes increasingly difficult for me to find a resolution with you.
- ii. The court specifically granted me permission to remain in the property until 25 October 2025, alone, acknowledging the abuse I have suffered. As part of that ruling, the court ordered that your client remains responsible for covering half of the property-related costs, including the mortgage and bills.
- iii. We are in the process of obtaining the court hearing transcripts. Both your barrister and your client, who were present at both hearings, are fully aware of the court's findings and the consequences. It is in your best interest to stop refusing to pay these bills, as two judges have clearly ruled otherwise.
- iv. Non-molestation and occupation orders are most typically handled without legal representation. The decision for your client to be represented by a barrister @ £550/hr was entirely your firm's choice, and I bear no responsibility for the legal costs arising from that decision.
- v. At the second hearing on 5 February, the judge did not dismiss my application based on merit, but rather due to legal technicalities, such as procedural limitations in the family court. I could not have known about these limitations, as I was not legally represented. However, your client's representative was fully aware of this and of the fact that his client didn't need a barrister for this court hearing.
- vi. Additionally, I am pleased that the court approved only a reimbursement of £1,625 against your client's claim of £7,386, as the judge's ruling clearly demonstrates that the inflated costs claimed were unsubstantiated.

*"The Property needs to be sold, he is disappointed that it has taken you so long to respond, which resulted in him incurring the costs of preparing his TOLATA application. My client has never wanted to go to court. It is in fact you who has instigated the two hearings in November 2024 and February 2025."*

I am finding it increasingly difficult to communicate with you, as it seems that the substance of my letters is being ignored. I understand that you may find it challenging to fully comprehend my situation and this case altogether as you apparently specialise in high value corporate law. Despite the challenges, I made every effort to respond within your deadlines. However, I have not received any

meaningful response, and my solicitor's communication has been disregarded.

*"My client had no choice but to prepare his TOLATA application in time for service to you at the hearing on 5 February 2025, given your unreasonable refusal to nominate a third party with whom I could communicate with and affect service."*

Please refrain from providing misleading statements. On 23 January 2025, you indicated that you were in the process of submitting the TOLATA application. The change in the bail conditions, which prohibited any direct or indirect contact, was not implemented until February 3rd. These changes in bail conditions were only put in place because you decided mediation was no longer an option. The alteration was made for safeguarding purposes, a factor that seems to be alien to you in this case.

*"You will therefore need to make a contribution towards the costs he has incurred in relation to this. My client would, of course, be entitled to seek all of his costs from you (which currently total circa £7,500), but in order to be constructive and pragmatic he is not pursuing the full costs of these from you, although he reserves the right to do so should matters proceed to court. You should note that my client is also entitled to seek occupation rent following his exclusion from the property since 2 September 2024"*

- i. The two offers your client has made are entirely unreasonable, and I have dismissed them outright. My solicitor's attempts to communicate have been completely disregarded, and your actions have been in direct violation of settlement and Alternative Dispute Resolution (ADR) pre-action conduct and protocols.
- ii. You are entirely responsible for covering the costs associated with the TOLATA application. I will not be contributing in any way to those costs, I do not accept liability for the legal fees you are claiming, especially considering the failure to adhere to the required pre-action protocols.
- iii. In line with the Pre-Action Protocol for Domestic Abuse Cases, I reserve the right to pursue alternative dispute resolution methods, such as shuttle mediation, which is more appropriate given the nature of this case and my status as a domestic abuse victim.
- iv. I would like to remind you that I can remain in the property, on my own, until October 25th, as per the court order and that your client's demand for occupation rent is entirely invalid. I have only agreed to remain in the property under the specific conditions set by the judge, which clearly state that I am not required to pay more than half of the mortgage and half of the bills. Given this, any demand for occupation rent is not in line with the court's orders.

*"Following the numbering of "Option 1" of your proposal, my client's response is as follows"*

It is truly surprising that your client has chosen to reject my reasonable offer, especially considering that he is not in a position of greater leverage in this matter. In accordance with the judge's ruling. It is time your client begins to hold himself accountable for this situation and acts accordingly.

Option 1 is only valid if your client agrees to cover the early redemption fee in full. As it is your client who wishes to terminate the contract, he is therefore liable for all costs associated with its early termination.

- a. I will not agree to sell the property for less than the amount I have invested. I will not incur a financial loss as a result of being a victim of domestic abuse perpetrated by your client. If your client insists on selling the property below its investment value due to his own urgency—despite being the reason the property had to be put on the market in the first place—he must cover the shortfall to ensure I do not suffer a loss.
- b. Your client is not entitled to unilaterally propose three options in this matter. I would appreciate a valid explanation as to why your client continues to insist on controlling both the estate agents and the builders. I must reiterate that, as a victim of domestic abuse with

protective orders in place, I reserve the right—on safeguarding grounds—to deny access to any individual sent by your client to this property.

- c. This matter has already been addressed and agreed upon by the judge, and I have already clarified my position on this issue multiple times.
  - i. Mr Walker's workmen will be permitted access to the property for one day only (a maximum of eight hours) to complete the necessary works. No further access will be granted beyond this period. Despite Mr Walker's arrest, I exercised considerable patience by allowing this individual access to my property for two months. Nonetheless, he repeatedly failed to attend, often disappearing for weeks at a time after receiving payment. I would suggest that Mr Walker seek reimbursement directly from the builder.
  - ii. I have no objections with the electrician as previously discussed.
  - iii. Had you reviewed my statement dated 25th October, you would understand that this is not a task for one person. I have already provided multiple quotes to your client and have spent considerable time contacting companies and builders since your client's arrest. The quotes are prepared, and I will not invest any further time in this matter. Additionally, I will not permit access to the property for anyone sent by Mr. Walker due to safety concerns.
    - 2. Your client will bear responsibility for any building work required to fix the damage caused by his workmen in removing the chimney and repainting the front room.
    - 4. This includes sealing the attic wall
    - 5. Mr. Walker will be solely responsible for the costs related to the front and back garden, as my neighbor and I have already done the majority of the work to date. This is further compounded by the fact that, during our time in the property, Mr. Walker spent his time watching TV and smoking weed, while abusively dictating my cleaning duties.
    - 7. Mr. Walker will be solely responsible for the office door that he damaged during yet another episode of abusive behavior.
    - 8. There is no carpet on the top floor to be matched with, as suggested.
- d. Throughout the relationship, I acted as Mr Walker's personal gardener and cleaner. If he now requires garden maintenance, he is free to hire a gardener, as was agreed upon in June—an agreement your client has yet to honour.
- e. In accordance with the orders of two judges, Mr. Walker is responsible for the household bills. I will not be covering his costs, particularly as he has been prohibited from entering the property due to his criminal offences and the abuse he has inflicted upon me.
- g. The figures you have provided are difficult to reconcile. You claim that your client cannot afford to pay the early redemption fee, yet you have stated that he has incurred £10,126 for the first hearing, despite only 0.1 hours being charged for communications sent to me, suggesting at least 38 emails at £380–395/hr have been accounted for in a separate invoice. Additionally, you claim £7,386 for the second hearing and another £7,500 for the TOLATA application.

However, you are asserting that your client cannot afford the early redemption fee, which is a fraction of these costs. This disparity highlights your client's unwillingness to engage in mediation regarding the property. Further evidence of this is his readiness to pay £7,500 for a TOLATA application, which is the same amount required for the early redemption fee. It is evident that your client has clearly preferred pursuing court action over resolving the matter

through more straightforward and economical means.

2. Regarding the chimney costs, this claim is entirely false. I will not contribute to such absurdities. I have made it clear to your client multiple times that I disagreed with the work, but he proceeded without my consent. No one in their right mind would agree to unnecessary house renovations at a point where the abuse had become unbearable, in fact making me end the relationship a couple of weeks after.
3. 'it was not agreed that my client would pay the first two months' mortgage payments in full in lieu of two months' rent and bills for the flat you resided in prior – my client paid his share of the rent for the two months prior, he only agreed to pay the first two months mortgage upfront while you were waiting for your deposit to be repaid, it was always intended that you would repay him upon receipt of that".
  - i. Mr. Walker owes £1,708 in rent and £446.60 in bills from the previous property, so he will not be reimbursed for the first two months of work.
  - ii. The deposit you referred to was used to purchase a dishwasher, washing machine, and dryer. Your client has effectively taken advantage of me by refusing to reimburse me for half of these costs, based on his belief that any items deemed sellable in the event of our breakup are not subject to reimbursement. As such, your client has unlawfully appropriated my deposit money.
  - iii. As it stands, Mr. Walker has only contributed to four months of household bills for our mortgaged property since moving in February 2024, with down payments exceeding £5,500.
5. As per two judges' orders, Mr. Walker is responsible for household bills..
6. I will not contribute towards TOLATA costs, as your client has violated the Pre-Action Protocols (PDAPC).

Mr. Walker may retrieve his personal belongings; however, as I have contributed to the cost of the couch, it will only be removed on my moving-out date, not any earlier. The television was not paid for by your client but by the home insurance, to which your client failed to contribute. If your client wishes to share in the profits from the sale of the LG TV, he will need to reimburse me £523 (half the cost of the home insurance).

Mr. Walker disconnected the internet without prior warning, despite providing two months' notice to BT. I had to hire engineers to reinstall the internet, and as I am unsure of what they did with the router, I am unable to return it. Had Mr. Walker informed us of his decision to disconnect the internet in January, I could have facilitated the return of the router.

It is imperative that we begin addressing the necessary work on the house in order to prepare it for sale, rather than continue to deal with your client's unreasonable demands for compensation. If we could focus our communication on this matter, which is of urgent importance, it would be far more productive for your client.

I repeat: Had you reviewed my statement dated 25th October, you would understand that this is not a task for one person. I have already provided multiple quotes to your client and have spent considerable time contacting companies and builders since your client's arrest. The quotes are prepared, and I will not invest any further time in this matter. Additionally, I will not permit access to the property for anyone sent by Mr. Walker due to safety concerns.

To break down the issues and move forward, I suggest we begin by agreeing on the following:

1. The paint job
2. Bringing in the electrician to complete the work
3. Laying carpet on the first floor
4. Sanding and varnishing the wooden floor on the ground floor and staircase
5. Agreeing on flooring for the top floor (the most economical option between carpet or wood)

I look forward to receiving a response from you that addresses the renovations so that we can begin booking builders to complete these tasks as soon as possible, enabling us to put the house on the market. This matter should have already been dealt with following my email to Mr. Jones dated 13th December. Good builders are often booked months in advance, and there is likely to be additional waiting time now. I trust we can focus on this issue rather than continuing with further compensation requests directed at a victim of domestic abuse caused by your client.

Thank you,  
Irene Spalletti





# EDWARDS FAMILY LAW



Ms Irene Sara Spalletti

Our Ref: WAL/2579/00001

14 April, 2025

By email only: [property\\_92@yahoo.com](mailto:property_92@yahoo.com)

## **WITHOUT PREJUDICE SAVE AS TO COSTS**

Dear Ms Spalletti

**Re: 92 Ollerton Road, London, N11 2LA**

I have been instructed by Alexander Walker in respect of the above matter, in place of Hughes Fowler Carruthers. I had forwarded the required Notice of Change to your solicitors, though I understand you are now acting in person. Therefore, please find enclosed to this email the required form reflecting my formal involvement in the matter. Please may I ask that all correspondence moving forward be addressed to me.

I have been passed on your letter of 4 April 2025 to which I now refer. It is clear from your correspondence that, further to my client's WPSATC proposal dated 10 March 2025, there are still a number of disputed issues. Please note that these will not be addressed in this letter. My client hopes that these points can be agreed without the need to incur the costs of attending another Court hearing, and I will be writing separately to address the crucial issue of the distribution of the net proceeds of sale. At the moment, however, my client recognises that the issue of the refurbishment works to the property remains outstanding and needs to be dealt with urgently. My client's proposals in this regard are outlined below.

### Electrician

I understand that you have no objections to Brian the electrician attending the property to conclude the work he had begun. This includes: (i) wiring the wall lights in the kitchen; (ii) installing sockets in the kitchen; and (iii) hanging wall lights around the property. I also understand that the electrician will not be able to issue the electrical safety certificate until the works are completed.

I am instructed that you already have the electrician's personal number. My client proposes that you write to the electrician within 14 calendar days to arrange a date and time for him to attend the property and finish the works. In addition to this, my client believes that the wall lights have not yet been sourced. He is happy for you to choose these if you prefer, provided that the cost of

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each wall light does not exceed £20. If you would rather my client choose the lights, please do let me know and he will do so forthwith.

Upon completion of the works, the electrician will produce an invoice, and this will be paid by my client. This is on the condition that once the property is sold, my client will recover the cost of these works from the proceeds of sale, *before* these are distributed as 50% to you and 50% to him.

### Building works

My client instructs me that he has contacted Paul, the builder, and he has confirmed that the essential works can be completed within your preferred timeframe of 8 consecutive hours. These works include: (i) closing the hole in the attic; (ii) removing the wallpaper and plaster landing; (iii) removing the carpet in the little office, under the desk; (iv) fixing the toilet on the top floor; and (v) removing the fireplace/burner and safely disposing of the same.

As you may know, these works have already been paid for. My client understands your frustration at having had to facilitate access over a number of weeks, and he agrees that no *additional* work should be completed by this builder, but it would be inappropriate to seek a different workman when funds have already been invested. My client therefore proposes that you get in touch with the builder directly within the next seven days and let the builder have a list of dates in which you would be happy for him to attend, so he can choose one. For the avoidance of doubt, the builder's phone number is +44 7442456060.

### Decoration

I have had sight of the quotes obtained by you and appended to your witness statement for the Family Law Act proceedings. Unfortunately, while my client appreciates the effort that has gone into contacting these parties and obtaining these estimates, he believes these to be prohibitively expensive.

I understand the position is as follows: the property must be sold as soon as possible, and certainly before the existing mortgage rates increase in February 2026, together with stamp duty land tax and purchase costs. In reality, decoration works are not essential for the property to be sold. The property *can* be sold without the decoration being carried out – the only difference being that it may need to be marketed at a lower price.

In your letter of 4 April 2025, you state that you do not agree to the property being marketed for a price which would have you recover less than your initial contribution. Unfortunately, the legal position is clear. Upon conclusion of the TOLATA proceedings the judge can, and indeed may, make an order that the property be sold expeditiously. The judge may even order that the house be sold as is (i.e. without the completion of any non-essential works). The price the property is marketed at will depend on estate agents' valuations and, pending additional contributions paid to

my client, both parties will ultimately share in any proceeds. Irrespectively of whether these will represent a favourable return, or a loss.

My client proposes that, after the electrician and builder have completed the essential works, you allow an estate agent to conduct a valuation of the property as is, and share the same with him. This is usually free of charge, and it will give both parties an idea of what price you are likely to achieve for the property in its current condition.

If you are unhappy with the price suggested by the estate agents and you wish for the property to be marketed at the best possible price, then my client proposes that he find and engage a painter through AirTasker (to paint the walls where damage has been done due to electrics and plastering in the same colour as the kitchen), and a carpet layer (to carpet the top floor attic with grey carpet). He proposes that he put forth three potential workmen for your approval. You can then meet with each and decide which one you prefer. Should you not be satisfied with the options provided by my client, you are of course free to suggest someone else. If you and my client cannot agree to a workman, then the property will just need to be sold as-is.

Once again, my client confirms he will pay for these works. This is on the condition that once the property is sold, my client will recover the cost of these works from the proceeds of sale, *before* these are distributed as 50% to you and 50% to him. Please could you confirm you agree to this, so the necessary arrangements may be made. In your response to this letter, please include pictures of all areas needing repainting, and the floor plans of the property: these will be needed to obtain a quote.

As you may appreciate, my client's legal costs are rising with each letter. As a result of this, it will soon become disproportionate to negotiate the cost of decoration. If both parties wish to achieve the best possible price for the property, then negotiations must be expeditious and productive in this regard.

I trust that the above proposals are uncontroversial. To ensure that a timeframe can be established and the works can commence as soon as possible, could I kindly request you respond to this letter by 4pm on Monday, 21 April 2025, confirming whether you agree with my client's proposals.

I look forward to hearing from you.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Chiara Longo', with a stylized, flowing script.

**Chiara Longo**  
**Associate Solicitor**

Mrs Chiara Longo  
Edwards Family Law  
5 Southampton Place  
London  
WC1A 2DA

Your Ref: WAL/2579/00001

17 April 2025

**WITHOUT PREJUDICE SAVE AS TO COSTS**

Dear Mrs Longo,

**Re: 92 Ollerton Road, London, N11 2LA**

I am writing to acknowledge receipt of your recent letter, which has been gratefully received. I wanted to send a brief response while I prepare a more detailed reply. Please note that this letter has been written quickly due to a lack of time, and I apologise for not addressing all the points or for any errors.

Thank you for your constructive and pragmatic approach to this matter. I genuinely appreciate the clarity and tone of your correspondence, and I hope we can continue to make progress in a collaborative and efficient manner.

As you may appreciate, I am currently managing significant demands on my time and resources as a litigant in person. Much of my energy is currently being directed towards responding to your client's court proceedings, as well as dealing with the aftermath of issues caused by his previous solicitor.

Understandably, I am deeply disappointed by the current condition of the property, which was originally purchased with the intention of being a family home. Due to my financial situation, I am left with no option but to support the prompt sale of the property. Nevertheless, my position remains unchanged with respect to the essential renovation works that I believe must be undertaken before the property is placed on the market, in order to mitigate further financial losses for both parties.

To clarify, my inclusion of contractor quotes in my Family Law Act statement was intended to demonstrate the extent of the deterioration—not as an endorsement of any particular provider. At the time, my focus was on preparing my statement for the Non-Molestation Order, rather than on conducting a thorough comparison of building services.

That said, I am open to sourcing fresh, competitive quotes for the required works and will gladly share these with your client for his review. I trust we can agree on a neutral, independent professional to carry out the work. However, I must reiterate that, for safeguarding reasons, I will not permit access to any contractor connected to or arranged by Mr Walker. This position is non-negotiable and reflects ongoing safety concerns and the terms of existing protective orders.

Given the recent decisions made by your client—including those relating to the former builder and solicitor—I am confident that I am well-placed to identify suitable and competent professionals for the task at hand.

Estate agents have already confirmed that the current condition of the property has significantly impacted its market value and its appeal to prospective buyers, particularly families. Some of the key issues requiring urgent attention include:

- Stripping wallpaper and repainting (particularly the hallway and staircase);
- Replacing the carpet on the first floor;
- Sanding and properly finishing the wooden flooring on the ground floor and stairs (including the edges, which currently present a safety hazard);
- Installing either carpet or wood flooring in the loft (whichever is more cost-effective).

These are not superficial concerns—they directly affect both the safety and marketability of the property. Accordingly, I propose the following:

- I will obtain new quotes for the agreed renovation tasks.
- I will share these with you for your client's consideration and selection.

With regard to the electrical work, I had recently contacted the electrician to arrange completion of the outstanding tasks. However, he advised that further payment would be required in order to proceed—something I am not in a position to accommodate at this time. I acknowledge your letter's contents confirming that your client is willing to advance payment for these works, pending recovery from the proceeds of sale. I am prepared to arrange access for the electrician..

If your client is genuinely focused on achieving a swift and fair sale, I would invite him to withdraw the current civil application. This would enable me to redirect my limited time and resources toward completing the property's renovation in good faith.

I remain open to constructive dialogue and to engaging in alternative forms of dispute resolution (ADR), including mediation, in the interests of avoiding further unnecessary expense and delay.

I will shortly provide photos and videos of the areas in need of attention, along with the updated quotes. In the meantime, I would appreciate confirmation that the approach outlined above is acceptable, so that practical arrangements can begin.

Finally, I will await your confirmation as to which matter your client wishes me to prioritise—preparing the property for sale, or responding to his civil claim. As I am sure you appreciate, preparing a full defence in civil proceedings is substantially more time-consuming than the initial statement I submitted.

Kind regards,  
Irene Spalletti



# EDWARDS FAMILY LAW

Ms Irene Sara Spalletti

Our Ref: WAL/2579/00001

29 April, 2025

By email only: [property\\_92@yahoo.com](mailto:property_92@yahoo.com)

## **WITHOUT PREJUDICE SAVE AS TO COSTS**

Dear Ms Spalletti

**Re: 92 Ollerton Road, London, N11 2LA**

Many thanks for your letter dated 17 April 2025, which has been safely received. I acknowledge that you specified that letter was sent as a brief, initial response, and that you will be preparing a more detailed document. However, in the interest of maintaining a cooperative and efficient line of communication, I thought I would assist in narrowing the scope of your response.

### Electrician

Many thanks for confirming you will get in touch with Brian to arrange for him to complete the outstanding works to the property. Please confirm when you have done so.

For the avoidance of doubt, please confirm that you are in agreement that my client will recover the cost of these works from the proceeds of sale, *before* these are distributed as 50% to you and 50% to him.

In addition to this, please could you confirm what your preference is in relation to the wall lights? My client is happy for you to choose these if you prefer, together with a standard wall socket for the kitchen, provided that the cost of each wall light does not exceed £20. If you would rather my client choose the lights, please do let me know and he will do so forthwith. In any event, please confirm that you are in agreement that my client will recover the cost of the wall lights from the proceeds of sale, *before* these are distributed as 50% to you and 50% to him.

### Building works

I believe your letter does not directly address the issue of the building works. I note that you state: *"I will not permit access to any contractor connected to or arranged by Mr Walker. This position is non-negotiable and reflects ongoing safety concerns and the terms of existing protective*

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*orders*". I understand this relates to my client sourcing quotes for a painter and carpenter, and not to Paul, as you stated in your letter dated 4 April 2025 that: *"Mr Walker's workmen will be permitted access to the property for one day only (a maximum of eight hours) to complete the necessary works..."*

Please could you clarify whether my understanding is correct, and confirm that you will contact Paul to arrange for the remaining works to be undertaken. For the avoidance of doubt, my client's position is that Paul should attend the property on a day of your choosing (within the next two weeks if possible) to: (i) close the hole in the attic; (ii) remove the wallpaper and plaster landing; (iii) remove the carpet in the little office, under the desk; (iv) fix the toilet on the top floor: and (v) remove the fireplace/burner from the property.

### Decoration

Many thanks for confirming you are amenable to sourcing fresh quotes in respect of the decoration works. My client is in agreement with this approach and asks that you provide three quotes for him to consider. Please note that my client values affordability over quality when it comes to these works, and he kindly asks that you keep this in mind during the sourcing exercise.

I look forward to receiving the quotes. Could I suggest a timeframe of seven days for this? This should be reasonable given the wide availability of services like AirTasker, but please do let me know if you anticipate needing slightly longer to do this.

### Civil proceedings

Lastly, you mention that you are very busy preparing for the first hearing for my client's TOLATA application. This is understandable, and I would encourage you to seek independent legal advice in relation to this. However, I must clarify that my client is not prepared to withdraw his application at this stage.

While he is hopeful that all matters can be resolved by agreement, my client is conscious of the strict timeframe in this matter. As you will be aware, the mortgage rate for the property is due to increase on 1 February 2026 from a fixed rate of 5.44% to the National Westminster Bank's Standard Variable Rate. For ease of reference, this is currently at 7.49% and may rise substantially over the course of the next ten months. This would result in much higher mortgage payments and, unfortunately, it seems neither party can afford these.

The TOLATA proceedings provide a timetable to ensure progress and do not preclude the parties from reaching an agreement, if negotiations continue to be efficient and cost effective. Of course, should an agreement be reached on all matters (including the distribution of the net proceeds of sale) then the application will be withdrawn. If agreement is not reached, the proceedings will eventually conclude and the parties will have a final order as to how the net proceeds of sale shall be distributed. I want to emphasise that this is not intended to be a hostile or aggressive approach,

and certainly my client is not in any way seeking to rule out ADR if that is something both parties wish to partake in. This is simply to guarantee matters are concluded in a timely manner – be that by agreement or by final order.

I look forward to hearing from you.

Yours sincerely,

A handwritten signature in dark ink, appearing to read 'Chiara Longo', with a stylized, flowing script.

**Chiara Longo**  
**Associate Solicitor**  
**EDWARDS FAMILY LAW**  
[chiaralongo@edwardsfamilylaw.co.uk](mailto:chiaralongo@edwardsfamilylaw.co.uk)



Mrs Chiara Longo  
Edwards Family Law  
5 Southampton Place  
London  
WC1A 2DA

Your Ref: WAL/2579/00001

02 May 2025

**WITHOUT PREJUDICE SAVE AS TO COSTS**

Dear Ms Longo,

**Re: 92 Ollerton Road, London, N11 2LA**

Thank you for your letter dated 29 April 2025. I appreciate that you reached out in advance of my detailed response to the previous correspondence – this is helpful, and I have no issue with this approach.

Please see my responses to the points raised:

1. Wall Lights and Costs

I confirm that I will choose the wall lights, each under £20 in cost. I agree that the cost of the lights, along with the electrician's works, may be recovered from the proceeds of sale prior to the 50/50 distribution.

2. Access for Paul

Yes, that is correct. Paul may attend the property for one working day to complete the outstanding works. I will coordinate this for next week, assuming that date is convenient for him.

3. Decoration Quotes – Timeframe

Your proposed seven-day timeframe is reasonable, and I would gladly comply under normal circumstances. However, I must be transparent: I am currently overwhelmed with preparing my defence to the TOLATA application. Due to the volume of inaccuracies in your client's statement, I am compelled to gather detailed evidence to refute each one, which is consuming the majority of my time and energy.

Although I understand the urgency, I simply cannot meet the 7-day deadline until my defence has been filed. I want to reassure you that I share your client's objective of getting the property on the market as soon as possible. Once my defence is submitted, I will immediately prioritise obtaining the three quotes and will inform you accordingly, including a realistic timeframe for their completion.

I must express my concern that your client is choosing to proceed with costly and time-consuming litigation, despite my repeated offers to cooperate and list the property for sale. As I stated in my first Without Prejudice letter, I was willing to put the house on the market within 14 days if your client agreed to pay the modest redemption costs of £3,500. His refusal to do so, and instead initiate legal proceedings likely to exceed £20,000 in costs, appears not only illogical but punitive.

Furthermore, it is my strong view that his TOLATA application does not meet the requirements for CPR Part 8 claims. As such, the current proceedings are not only procedurally inappropriate but are causing unnecessary delay and wasting my time — time that I would otherwise be using to prepare the property for sale, which is in both parties' interests. If you disagree with this, I would genuinely appreciate an explanation for why you believe the claim is suitable under Part 8.

I must also reiterate that I am managing these matters without legal representation, not by choice, but due to limitations beyond my control. I am doing my best to protect myself and handle both the legal and practical aspects of the case.

That said, I am extremely grateful that you have taken the matter into your hands. Your measured, professional tone is appreciated and, I hope, may help guide your client to recognise that collaboration and fairness are far more productive than hostility or threats.

At some point, accountability must be acknowledged. If it wasn't already apparent in my family law statement, it will be undeniable in my civil law response. His choice to rely on demonstrably false assertions has only made my task more burdensome and delayed steps we both claim to want completed.

Once this stage is behind me, I will be in a position to act swiftly to move the sale forward.

King regards,  
Irene Spalletti



# EDWARDS FAMILY LAW

Ms Irene Sara Spalletti

Our Ref: WAL/2579/00001

2 May 2025

By email only: [property\\_92@yahoo.com](mailto:property_92@yahoo.com)

## **WITHOUT PREJUDICE SAVE AS TO COSTS**

Dear Ms Spalletti

**Re: 92 Ollerton Road, London, N11 2LA**

Many thanks for your letter dated 2 May 2025, which has been safely received. I am very pleased that we have been able to achieve some demonstrable progress over the last few weeks – which is of great credit to both parties.

### Electrician

Many thanks for confirming you are happy to pick the wall lights (and, I assume, the wall socket), and for confirming that you agree for my client to recover these costs from the sale of the property.

Please could you let me know when Brian is scheduled to attend the property and therefore produce the invoice, so that my client may prepare for the expense.

### Building works

Many thanks for confirming you will arrange for Paul to attend the property next week, insofar as he is able to do so. My client is concerned that Paul might have changed his phone number, and he is making enquiries to establish whether that is the case. Perhaps you could confirm whether you are able to reach Paul at his current number?

My client is conscious that Paul has been slightly unreliable in the past. If you could please keep me updated as to Paul's attendance and agreement, that would be very appreciated.

### Decoration

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

T: 020 3983 1818 W: [www.edwardsfamilylaw.co.uk](http://www.edwardsfamilylaw.co.uk)

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I understand you are unable to source quotes for the decoration works until you have filed your defence with the Court. I would be grateful for any indication as to when you expect this to be completed.

Similarly, any additional effort to obtain a quote for painting work swiftly will be greatly appreciated and will no doubt aid in reaching a resolution to all matters.

I look forward to hearing from you.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Chiara Longo', with a stylized, flowing script.

**Chiara Longo**  
**Associate Solicitor**  
**EDWARDS FAMILY LAW**  
[chiaralongo@edwardsfamilylaw.co.uk](mailto:chiaralongo@edwardsfamilylaw.co.uk)



Chiara Longo

From: chiaralongo@edwardsfamilylaw.co.uk

To: Irene Spalletti

Cc: Kelly Edwards



Mon, 12 May at 14:21



Dear Ms Spalletti,

This is just a courtesy email to let you know we have received, this morning, a notice of hearing for the case management hearing on 4 June 2025. Please see enclosed for your records in case this has not yet made its way to you.

The Order mentions an email sent by your former solicitors on 13 March 2025. As you will be aware, I have only recently taken over conduct of this matter. I understand that your Acknowledgment of Service was filed on this date, but I do not have a copy of the email mentioned. Please could you send the same to me?

I look forward to hearing from you.

Kind regards,

**Chiara Longo**

Associate Solicitor

chiaralongo@edwardsfamilylaw.co.uk

Office - 020 3983 1818

5 Southampton Place, London, WC1A 2DA



EDWARDS FAMILY LAW



N244 Application Submission

Yahoo/Sent ☆



Irene Spalletti

From: property\_92@yahoo.com

To: Chiara Longo



Thu, 15 May at 16:16



Hi Chiara,

Unfortunately, I'm unable to assist you with this matter, as I haven't received a copy myself and I'm not sure what the court is referencing either.

However, I'm taking this opportunity to send you a copy of the N244 application I submitted to the court this morning.

Apologies I can't be more helpful.

Best regards,

Irene Spalletti

Subject: RE: Walker v Spalletti Case No: M00ED350 (SPAL13/2) [HFC-HFC.FID176697]



Sandra Joe-Ejim <sandra.joe-ejim@sternberg-reed.co.uk>  
to Sarah M Y. Walker, Lizzie Eseku, Bryan Jones ▾

Fri 14 Mar, 10:14

Dear Sarah  
We have just been instructed in this matter and have had sight of your WP letter to our client dated 10 March 2025. We are taking our client's instructions on the content of your letter and will revert when we are in a position to do so.  
Kind regards  
Sandra

From: Sarah M Y. Walker <[S.Walker@HFCLAW.COM](mailto:S.Walker@HFCLAW.COM)>  
Sent: 14 March 2025 09:44  
To: Lizzie Eseku <[Lizzie.eseku@sternberg-reed.co.uk](mailto:Lizzie.eseku@sternberg-reed.co.uk)>  
Cc: Sandra Joe-Ejim <[sandra.joe-ejim@sternberg-reed.co.uk](mailto:sandra.joe-ejim@sternberg-reed.co.uk)>; Bryan Jones <[B.Jones@HFCLAW.COM](mailto:B.Jones@HFCLAW.COM)>  
Subject: RE: Walker v Spalletti Case No: M00ED350 (SPAL13/2) [HFC-HFC.FID176697]

Dear Sandra and Lizzie  
  
Thank you for your email. Would you be available for a call at all to discuss this case, as I would hope we would be able to find a route to settlement to avoid the cost and stress to our clients of protracted court proceedings.  
  
My telephone number is 07917 853296. I look forward to hearing from you.  
  
Kind regards  
  
Sarah

**Sarah M Y. Walker**  
Senior Associate Solicitor

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

Tel: [+44 \(0\)20 7421 8383](tel:+442074218383)  
Email: [S.Walker@HFCLAW.COM](mailto:S.Walker@HFCLAW.COM)  
Web: [www.hfclaw.com](http://www.hfclaw.com)



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COMPANY REGISTRATION No. 7160275  
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From: Lizzie Eseku <[Lizzie.eseku@sternberg-reed.co.uk](mailto:Lizzie.eseku@sternberg-reed.co.uk)>  
Sent: 13 March 2025 10:29  
To: [enquiries.edmonton.countycourt@justice.gov.uk](mailto:enquiries.edmonton.countycourt@justice.gov.uk)  
Cc: Sarah M Y. Walker <[S.Walker@HFCLAW.COM](mailto:S.Walker@HFCLAW.COM)>; Sandra Joe-Ejim <[sandra.joe-ejim@sternberg-reed.co.uk](mailto:sandra.joe-ejim@sternberg-reed.co.uk)>  
Subject: Walker v Spalletti Case No: M00ED350 (SPAL13/2)

Dear Sirs,  
  
Please find attached, by way of filing to the court, the following documents:

- Notice of Acting; and
- Acknowledgement of Service.

Yours faithfully,  
  
Lizzie Eseku  
Paralegal

Sternberg Reed LLP  
Canterbury  
River House  
Stour St.  
Canterbury  
Kent  
CT1 2NZ



● Chiara Longo

From: [chiaralongo@edwardsfamilylaw.co.uk](mailto:chiaralongo@edwardsfamilylaw.co.uk)

To: Irene Spalletti

Cc: Kelly Edwards



Thu, 15 May at 14:49



Dear Irene,

I hope this email finds you well.

I apologise for the chase, but was wondering if you would be able to give me an update as to whether Paul and Brian have been able to attend the property to complete the works.

Please feel free to send through the invoices for the wall lamps and wall sockets if these have been chosen, and my client will pay for these forthwith.

Kind regards,  
Chiara

**Chiara Longo**

Associate Solicitor

[chiaralongo@edwardsfamilylaw.co.uk](mailto:chiaralongo@edwardsfamilylaw.co.uk)

Office - 020 3983 1818

5 Southampton Place, London, WC1A 2DA



EDWARDS FAMILY LAW



● Irene Spalletti

From: [property\\_92@yahoo.com](mailto:property_92@yahoo.com)

To: Chiara Longo



Thu, 15 May at 16:26



Dear Chiara,

No problem at all regarding your follow-up.

I did get in touch with Brian last week, but unfortunately he is currently dealing with some serious personal matters, so he's not immediately available. He's aware that I'm eager to have the work completed and has assured me he'll be in touch as soon as he's able to.

I've also contacted Paul, though as usual, things aren't as straightforward as they should be. He's said he'll need a few days to get things in order, and we're in the process of arranging a visit to the property for him to review the works.

That being said, I've made an effort to accommodate your client's needs despite the current workload on the defence case. However, given that your client continues to refuse to work collaboratively and has chosen to pursue court action without cause, I find it unreasonable to expect me to prioritise his needs while he is actively disregarding mine.

As we now have a court hearing approaching, I'll be honest—there is simply no room in my schedule to focus on the renovation at this time.

Warmest regards,

Irene Spalletti



● Irene Spalletti

From: property\_92@yahoo.com

To: Chiara Longo



Mon, 19 May at 18:09 ☆

Dear Ms Longo,

Please see the enclosed correspondence.

Yours sincerely,

Irene

> [Show original message](#)



2025-05-19:....pdf

28.5kB



● Irene Spalletti

From: property\_92@yahoo.com

To: Chiara Longo



Mon, 19 May at 18:23 ☆

Dear Chiara,

I forgot to mention that the judge made an order that Mr. Walker is still responsible for half the mortgage and related property bills so he won't be able to claim occupation rent back from me.

> [Show original message](#)



Mrs Chiara Longo  
Edwards Family Law  
5 Southampton Place  
London  
WC1A 2DA

Your Ref: WAL/2579/00001

19 May 2025

**WITHOUT PREJUDICE SAVE AS TO COSTS**

Dear Ms Longo,

**Re: 92 Ollerton Road, London, N11 2LA**

Dear Chiara,

I hope you're well.

I wanted to check whether my message about being unable to accommodate any renovation works until after the court hearing has been passed on to your client, as Paul seemed unaware of it.

I hope you can appreciate that my time, resources, and mental capacity are currently very limited. I am in a position of vulnerability, both personally and socio-economically, and I am protected as a vulnerable party under the Equality Act 2010.

It's unfortunate that your client has chosen not to cooperate with me on this matter. I had hoped we could work together to complete the renovation swiftly and get the property on the market as soon as possible. Unfortunately, by pursuing legal proceedings—particularly while I remain unrepresented—the process will inevitably be delayed rather than expedited.

In my view, court action does not serve your client's best interests, nor the interests of any party involved in this matter.

Could you also kindly clarify why you feel necessary to apply to the court, given that I had already agreed to put the house on the market myself without delay?

Best regards,  
Irene Spalletti

## FW: Building works

---

From: Chiara Longo (chiaralongo@edwardsfamilylaw.co.uk)

To: property\_92@yahoo.com

Cc: kellyedwards@edwardsfamilylaw.co.uk

Date: Tuesday 20 May 2025 at 17:19 BST

---

Dear Irene,

I hope this email finds you well.

Many thanks for your correspondence dated Monday, 19 May 2025. I confirm your earlier emails (dated 15 May 2025) was duly passed onto my client the following day.

I understand that court proceedings can be stressful and time consuming.

My client's claim form was issued on 12 February 2025, a week before you agreed that the property should be placed for sale in your correspondence dated 19 February 2025. Upon receiving that correspondence, my client did not see fit to withdraw his claim as there were a number of issues that remained in dispute (namely, in relation to the building works and the distribution of the net proceeds of sale). My client hoped further progress could be achieved in the background whilst awaiting a listing.

I must clarify my client remains open to settling this matter outside of contested proceedings. However, he wishes for the safety net of the court timetabling to remain in place at this juncture. He unfortunately feels like until the building works are completed and the property is ready for a sale no real progress has been achieved in negotiating directly. Without such progress, he does not feel like matters can achieve resolution outside of the court process.

My client's position remains as detailed in his evidence, save for the addition of the order for costs in relation to the Family Law Act proceedings. Should a concluded agreement be reached ahead of the case management hearing, my client will agree to vacate the hearing.

Finally, I refer specifically to your last email below. I have carefully reviewed all orders provided to me by my client's former solicitors and I am unable to find the order you describe, or any provision that my client should continue to pay the bills for the property. It would be very helpful if you could please direct me specifically to the order or recital in question, so that I may properly assess this.

Kind regards,  
Chiara

## Without Prejudice: Response to Ongoing Dispute – 92 Ollerton Road

---

From: Irene Spalletti (property\_92@yahoo.com)

To: chiaraalongo@edwardsfamilylaw.co.uk

Cc: kellyedwards@edwardsfamilylaw.co.uk

Date: Friday 23 May 2025 at 09:48 BST

---

Dear Chiara,

Please see the enclosed correspondence.

Yours sincerely,

Irene



2025-05-23:WP:Chiara Longo.pdf  
74.6kB

Mrs Chiara Longo  
Edwards Family Law  
5 Southampton Place  
London  
WC1A 2DA

Your Ref: WAL/2579/00001

23 May 2025

**WITHOUT PREJUDICE SAVE AS TO COSTS**

Dear Ms Longo,

Re: 92 Ollerton Road, London, N11 2LA

I write further to your recent correspondence regarding the status of the above property and your client's ongoing legal actions.

**1. Efforts to Progress Renovation Works**

I wish to reiterate that I have made consistent and proactive efforts to progress the necessary renovation works since 25 October 2024, and again following the grant of the Non-Molestation Order on 11 December 2024. This has been despite the considerable emotional toll of reliving traumatic experiences in seeking protective orders against your client's ongoing abusive conduct.

Nonetheless, I undertook research into local contractors, obtained quotations, and began organising the essential works required to prepare the property for sale. These actions clearly contradict your client's unfounded suggestion that I have intentionally delayed the sale.

As outlined in my without prejudice letter to Ms Walker dated 4 April, and in response to the following statement from his former solicitor:

"Since your relationship with my client came to an end in the summer of last year, my client's primary focus has simply been to finalise the works that need to be carried out so the house can be readied for sale to enable you and my client to each go your separate ways."

**To summarise:**

- My initial statement (25 October 2024, Exhibits 060–066, pp. 03–17) included a breakdown of the required works and builders' quotes.
- No engagement was received from your client or your firm until 10 March 2025—almost five months later.
- I wrote to Mr Jones on 11 December 2024 seeking clarity on your client's intentions, stating that urgent works amounting to approximately £10,000 were required.
- On 13 December, instead of replying, his former solicitors threatened a TOLATA application unless I agreed to market the house within 14 days—an ultimatum carried out four weeks later. This was premature and counterproductive, given the house was unfit for sale (photos were provided to your client's former solicitors on 25 October 2024).

It is disingenuous to suggest I have caused the delay. On the contrary, I have made consistent efforts to move matters forward, and your client's failure to engage constructively has significantly impeded progress.

Had your client acted in good faith, the works would likely be completed, and the property ready for sale. Rather than pursuing repeated and unreasonable claims for compensation, efforts should have focused on the essential works.

## 2. Source of Delay: Your Client's Conduct

The primary cause of delay stems from your client's repeated and baseless demands for compensation, including:

- A fabricated claim of £118,000 in "losses" related to an early sale,
- Reimbursement for furniture he has no legal entitlement to,
- An unsubstantiated £20,000 in alleged expenses, unsupported by evidence,
- Costs for unauthorised work, which professional assessment confirms added no value
- A coercive and legally unsound "buy-out" proposal, based on an inflated house valuation of £903,000 sourced from the internet—a proposal that had already been formally refused in writing in July 2024.
- A demand for £213,020 payable by 31 January 2025—an impossible sum given my only income is £393/month in Universal Credit, and I am financially vulnerable due to his conduct.

His buy-out offer (5 November 2024) was patently unworkable. He knew I could not raise funds or assume the mortgage, particularly after his financial control and refusal to reimburse furniture and appliance expenses I covered personally.

It is especially troubling that just 17 days after the court granted me 12 months' sole occupancy (with a power of arrest), he issued a letter before action demanding the property be marketed within two weeks—contravening the court order.

Further, his failure to engage in Alternative Dispute Resolution (ADR) or mediation—required by the Pre-Action Protocol—prior to issuing the TOLATA application (only 13 days after I instructed legal counsel), reflects procedural unfairness. This litigation, launched during a period of acute hardship, has only exacerbated the harm caused to me and ignored best practice for cases involving domestic abuse victims.

Moreover, the threat that I would be liable for all legal costs unless I complied with his timeline was inappropriate and unlawful.

The decision to pursue proceedings rather than support the necessary building works has obstructed—rather than progressed—resolution.

## 3. Issue of Costs

On the matter of costs, this must be addressed seriously. I chose not to engage in family law proceedings further in order to obtain a full occupation order, as the judge ordered I remain in the home with no cost liability to your client and granted a power of arrest. This was reaffirmed at the second hearing on 5 February.

It is unreasonable to expect me to fund or cover his share of property costs while a protective court order remains in place due to his conduct.

Your client must now provide a full and honest account of the agreements made at both hearings. Failure to do so risks further costs—including transcript fees and reputational implications. His former solicitor's misrepresentations have already caused considerable delays and wasted resources across the court, SRA, and CPS.

#### 4. Your Client's Conduct

It is particularly concerning that your client continues to present himself as the victim despite court orders, ongoing police investigations (since September 2024), and 121 exhibits (including 35 audio files) evidencing abuse. His ongoing denial and misrepresentations show a lack of sincerity, honesty and integrity in resolving this matter.

Additionally, the decision to invest over £30,000 in legal fees to recover property-related expenses of around £300 per month reflects a lack of proportionality and sound judgment. His refusal to cover the mortgage redemption fees—which arose solely due to his own decision to break the mortgage contract prematurely—further highlights his unwillingness to resolve the situation pragmatically.

#### 5. Current Approach

Since you have taken over conduct, I was under the impression we were making progress and working cooperatively for the current moment. However, your recent email gives me serious concern that we are now reverting to an adversarial and unproductive stance.

I must stress again that I cannot simultaneously manage litigation and oversee renovations. If your client genuinely seeks progress on the works, the logical course would be to delay or ideally withdraw the current application. It is not feasible to expect meaningful progress under the burden of simultaneous litigation, particularly while I am also having to navigate multiple intersecting processes—including the ongoing police investigation, CPS involvement, and the workload already imposed on the SRA investigation—each of which has arisen due to your client's own actions.

#### Conclusion

As your client continues to misuse legal proceedings in a manner that appears controlling and retaliatory, and refuses to withdraw an application which has no merit and is made in full knowledge of my vulnerable status, I reserve the right to pursue a counterclaim. This may include claims for harassment, discrimination, personal injury, victimisation, and aggravated damages. These proceedings will likely delay any renovation works further, pending the outcome of the next hearing. Furthermore, your client's ongoing conduct may be relevant to other proceedings currently under investigation.

Until your client withdraws his unmeritorious claim, progress on the renovation works must be put on hold. It is not feasible—nor fair—for me to simultaneously organise construction and defend myself against aggressive litigation tactics that serve no purpose but to inflict distress.

If your client truly wishes to resolve this matter:

- He should withdraw the current application,
- Engage in ADR or settlement discussions, and
- Provide a full and honest account of previous hearings—including any misstatements made by his previous solicitor.

Failure to do so will result in continued delay, increased costs, and reputational harm. I remain open to resolution—but not at the cost of my safety, wellbeing, or fundamental rights.

Best regards,  
Irene Spalletti

## Our client: Alexander Walker

---

From: Chiara Longo (chiaralongo@edwardsfamilylaw.co.uk)

To: property\_92@yahoo.com

Cc: kellyedwards@edwardsfamilylaw.co.uk

Date: Friday 23 May 2025 at 12:35 BST

---

Dear Ms Walker,

Please see the enclosed letter.

Yours sincerely,



23.04.2025 - EFL to Irene Spalletti.pdf  
127.5kB



# EDWARDS FAMILY LAW

Ms Irene Sara Spalletti

Our Ref: WAL/2579/00001

23 May 2025

By email only: [property\\_92@yahoo.com](mailto: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.martynherrard.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](http://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.



Re: Our client: Alexander Walker

---

From: Irene Spalletti (property\_92@yahoo.com)

To: chiaraalongo@edwardsfamilylaw.co.uk

Date: Friday 23 May 2025 at 12:53 BST

---

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,

**Chiara Longo**

Associate Solicitor

chiaralongo@edwardsfamilylaw.co.uk

Office - 020 3983 1818

5 Southampton Place, London, WC1A 2DA



EDWARDS FAMILY LAW



RE: Our client: Alexander Walker

---

From: Chiara Longo (chiaralongo@edwardsfamilylaw.co.uk)

To: property\_92@yahoo.com

Cc: kellyedwards@edwardsfamilylaw.co.uk

Date: Wednesday 28 May 2025 at 10:51 BST

---

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,

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Thanks,

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Re: Our client: Alexander Walker

---

From: Irene Spalletti (property\_92@yahoo.com)

To: chiaraalongo@edwardsfamilylaw.co.uk

Cc: kellyedwards@edwardsfamilylaw.co.uk

Date: Wednesday 28 May 2025 at 15:40 BST

---

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 <chiaraalongo@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*".

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*".

## Walker v Spalletti - Bundle Index

---

From: Chiara Longo (chiaralongo@edwardsfamilylaw.co.uk)

To: property\_92@yahoo.com

Cc: kellyedwards@edwardsfamilylaw.co.uk

Date: Friday 30 May 2025 at 10:56 BST

---

Dear Irene,

Please see enclosed draft index to the bundle for use at the case management hearing on 4 June 2025.

Please let me know if you have any proposed amendments, and I shall consider the same. Please do come back to me with your proposed amendments **by 2pm today**. Should I not hear from you by then, the bundle will be filed in its current form.

Kind regards,  
Chiara



Draft Index to the Bundle v2.docx  
17.5kB

## Re: Walker v Spalletti - Bundle Index

---

From: Irene Spalletti (property\_92@yahoo.com)  
To: chiaraalongo@edwardsfamilylaw.co.uk  
Cc: kellyedwards@edwardsfamilylaw.co.uk  
Date: Friday 30 May 2025 at 11:25 BST

---

Hi Chiara,

Please could you send me a copy of what's been filed to the court on my behalf?

The information sent was never shared with me

Please let me about the reasonable adjustments.

Many thanks,  
Irene

[Yahoo Mail: Search, organise, conquer](#)

On Fri, 30 May 2025 at 10:56, Chiara Longo  
<chiaraalongo@edwardsfamilylaw.co.uk> wrote:

Dear Irene,

Please see enclosed draft index to the bundle for use at the case management hearing on 4 June 2025.

Please let me know if you have any proposed amendments, and I shall consider the same. Please do come back to me with your proposed amendments **by 2pm today**. Should I not hear from you by then, the bundle will be filed in its current form.

Kind regards,  
Chiara

**Chiara Longo**

Associate Solicitor

chiaraalongo@edwardsfamilylaw.co.uk

Office - 020 3983 1818

5 Southampton Place, London, WC1A 2DA



EDWARDS FAMILY LAW



## RE: Walker v Spalletti - Bundle Index

---

From: Chiara Longo (chiaralongo@edwardsfamilylaw.co.uk)

To: property\_92@yahoo.com

Cc: kellyedwards@edwardsfamilylaw.co.uk

Date: Friday 30 May 2025 at 17:27 BST

---

Dear Irene,

Many thanks for your email below. Please see enclosed Acknowledgment of Service filed on your behalf, dated 13 March 2025.

I also enclose correspondence between HFC and your previous solicitors. You will see that your solicitors filed the AoS with the court on your behalf on 13 March 2025 via email.

I note your comment in relation to my client filing his evidence “the evening before the hearing”, in relation to the Family Law Act proceedings. However, this is incorrect. I have checked the file and my client filed his witness statement on 21 November 2025, five days before the hearing listed on 26 November 2025. I assume therefore you may be referring to the position statements prepared by Counsel on my client’s behalf. For your information, it is standard practice for position statements to be filed the day preceding the hearing.

In any event, the Family Law Act proceedings have concluded and took place in the family court, under different procedures and rules. Your comparison is therefore unhelpful and unpersuasive.

In relation to “reasonable adjustments”, please note that I am not your solicitor, and therefore I am precluded from giving you any advice. However, if you have any particular adjustments you require to attend the hearing, including special measures, it is your responsibility to contact Edmonton County Court directly to ensure these will be facilitated.

Lastly, as I have not heard from you in relation to the draft index, I enclose the bundle which was filed at Court earlier today.

Kind regards,  
Chiara

---

**From:** Irene Spalletti <property\_92@yahoo.com>  
**Sent:** 30 May 2025 11:26  
**To:** Chiara Longo <chiaralongo@edwardsfamilylaw.co.uk>  
**Cc:** Kelly Edwards <KellyEdwards@edwardsfamilylaw.co.uk>  
**Subject:** Re: Walker v Spalletti - Bundle Index

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Irene

[Yahoo Mail: Search, organise, conquer](#)

On Fri, 30 May 2025 at 10:56, Chiara Longo

<[chiaralongo@edwardsfamilylaw.co.uk](mailto:chiaralongo@edwardsfamilylaw.co.uk)> wrote:

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Kind regards,  
Chiara

**Chiara Longo**

Associate Solicitor

[chiaralongo@edwardsfamilylaw.co.uk](mailto:chiaralongo@edwardsfamilylaw.co.uk)

Office - 020 3983 1818

5 Southampton Place, London, WC1A 2DA



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RE\_ Walker v Spalletti Case No\_ M00ED350 (SPAL13\_2) [HFC-HFC.FID176697].msg  
521.5kB



11. Acknowledgment of Service - 13.03.2025.pdf  
43.6kB



M00ED350 Bundle for Case Management Hearing on 4 June 2025.pdf  
19.1MB