IN THE FAMILY COURT AT EDMONTON

IN THE MATTER OF
THE FAMILY LAW ACT 1996

BETWEEN:

Miss Irene Sara Spalletti

Applicant

– and –

Respondent

Mr Alexander Michael Luke Wolf Walker

C3 – 1st Position Statement *of the* Respondent

Filed for Non–Molestation
and Occupation Order proceedings

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

IN THE FAMILY COURT AT EDMONTON **Case No: ED24F00300**
IN THE MATTER OF THE FAMILY LAW ACT 1996
BETWEEN:

Irene Sara Spalletti **('A')** Applicant
-and-
Alexander Michael Luke Wolf Walker **('R')** Respondent

POSITION STATEMENT ON BEHALF OF THE RESPONDENT
FOR RETURN DATE HEARING AT 10.00 AM ON 26th NOVEMBER 2024

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1. This return date hearing (t/e 45 mins) concerns A's *ex parte* applications for a Non-Molestation Order ('NMO') and Occupation Order ('OO') of 22.10.2024.
(A seeks special measures. None are directed on the last order. R takes no issue with any available special measures being provided.)

Respondent's Position

2. R's position is that (bearing in mind any current/future bail conditions):
   a. R's undertakings should be accepted on a without prejudice and no facts found basis:
      i. not to use or threaten to use any violence towards A;
      ii. not to harass or intimidate or threaten to harass or intimidate A;
      iii. not to go to/near or enter any address where he knows or believes A to be staying;
      iv. not to go to/near or enter 92 Ollerton Road, save for the purposes of visits regarding the sale or renovation of the property made by prior written agreement (specific dates and times) between the parties;
      v. not to contact A directly (in any way);
      vi. not to cause damage to A's possessions or the property they co-own; and
      vii. not to instruct, permit, or encourage any other person to do anything he has undertaken not to do, except for the purposes of communication for the sale or renovation of the property, i.e. provision of A's contact details to third parties regarding the sale or the renovation;
   b. A's applications for a NMO and an OO be dismissed;
   c. communication to take place via solicitors only;
   d. A to provide an undertaking not to dispose of or sell shared belongings in the property nor to unilaterally instruct contractors to undertake any work on the property without prior written agreement between the parties; and
   e. A ordered to pay R's costs incurred for these proceedings.

3. R is also willing to agree with A a process for them to sell the property ASAP (or A to buy him out). Should an agreement be reached, it should be recited on the face of this order.

Representation

4. A is understood to continue to be a Litigant in Person.
R instructs *Hughes Fowler Carruthers* and is represented by Mr. Barwell O'Connor.

Background

5. The parties were previously in a relationship from 2019 and purchased 92 Allerton Road in February 2024 (Both parties contributed over £200,000 to the purchase and there is a joint mortgage with payments of £2,414 pcm.)

6. R characterizes the relationship as, at times, tumultuous – with both parties engaging in arguments. A has used cocaine extensively, abused her prescription medication, such as Xanax, and drunk alcohol heavily. However, the difficulties in the relationship were not one sided and both parties were at fault. R does not shy away from admitting he used inappropriate language at times and shouted at A – but she did also to him as can be proven by the full run of their WhatsApp messages.

7. The relationship ended in mid-July 2024 but the parties continued to live at the property, albeit separately. R made it clear he wanted to separate properly, sell the property, and have no further engagement with A again by text message on 14.08.2024 **[385]**.

8. On 02.09.2024 the parties had an argument – A falsely alleges R broke a lamp (it was broken months before, as was documented by R at the time with an apology to A and an offer to purchase a replacement **[405]**) and A called the police due to that alleged property damage. R was arrested and taken to Leyton Police Station where he was interviewed under caution. He has been bailed to return to Wood Green Police Station on 27.11.2024. R could not return to the property and has since split his time between his mother's home in Wiltshire and temporarily staying with friends when he is in London (where he must frequently be for work). A took over a month to permit a neutral third party to come to the property to collect R's personal belongings – including essential items such as his glasses, contact lenses, and passport.

9. R's bail conditions are:
   a. not to contact, directly, indirectly, or via electronic means, A or her mother; and
   b. not to attend 92 Ollerton Road.
   c. They were varied to allow R to communication indirectly with A via a solicitor and third party.

   In complete compliance with the bail conditions, R has had no communication with A at all, in any way, since 02.09.2024 except via his solicitors' letters sent via a third party. The police have again amended the bail conditions to permit those representing R at the hearing to communicate with A directly for the purposes of pre-/post-hearing discussions and during the hearing itself.

10. Despite having had no contact for 7 weeks, A made her *ex parte* application on 22.10.2024 which was issued on 25.10.2024. In her extraordinarily long, confusing, and contradictory statement, M makes various (frequently bizarre) allegations:
    a. physical abuse but she also states at §5.4(12) R has never been physical with her;
    b. abuse of her cats but there is no supporting evidence and she has repeatedly left them in R's care for extended periods;

c. financial control, however:
    i. R's withdrawal of £100 from their joint account in cash to pay their builder which he repaid anyway due to A's remarkable reaction;
    ii. prior to the property purchase, A paid for all bills/utilities and R paid her his half upon request;
    iii. upon the purchase of the property, the parties paid half each into a joint account for all bills/utilities (though when A has earnt less R has covered her shortfall);
    iv. R also funded A's purchase of a Mac for her work computer; in November 2023;
d. R ate her deli meats from the fridge; and
e. A has failed to provide the audio recordings she relies upon despite a request to do so for R's solicitors.

11. At the *ex parte* hearing on 25.10.2024 DJ Cohen granted a very limited NMO in the interim and this return date was directed.

12. R was served on 30.10.2024.

13. Via his solicitors R has written to A multiple times since 05.11.2024 offering undertakings and making proposals for how to move forward regarding the property– A has not engaged at any point, forcing this hearing to remain listed.

14. R filed his short response statement on 21.11.2024.

Issues before the Court

15. The issues the Court will need to decide:
    a. whether to accept R's undertakings;
    b. whether to dismiss or continue A's NMO application;
    c. whether to grant or dismiss A's OO application;
    d. if the matter is to proceed, what further evidence is necessary and listing; and
    e. costs.

R's Case

NMO

16. A's statement makes a series of unsubstantiated, frequently bizarre allegations without any proper supporting evidence. A also seeks directions for financial support/funding which fall well outside of the Court's statutory powers.

17. R has also supplied evidence of A's own clearly harassing behaviour:
    a. A messaging R 24 times over the course of one afternoon;
    b. A sending messages to R calling him vile things including "*a fucking cunt*", "*unhuman*", "*disgusting*" and an "*arsehole*";
    c. A has thrown a takeaway coffee mug at R;
    d. A has physically assaulted R by pushing him out of the property;
    e. A has used the parties' joint account to make unilateral purchases;

f. A withdrew her money from the joint account in July – R paid all bills that month;
g. A did not pay her share of bills in August; and
h. A has only paid 25% of the mortgage payment in November – i.e. forcing R to pay 75% or both parties will default on their joint mortgage.

18. R has offered undertakings to A – no response has been received. R now offers the fullest possible range of undertakings, as set out above.

NMO Law

19. **FLA 1996 S.42(5)** provides that:

> "*In deciding whether to exercise its powers under this section and, if so, in what manner, the court shall have regard to all of the circumstance including the need to secure the health, safety, and wellbeing (a) of the applicant*".

20. A definition of 'molestation' has not been made through statute or precedent. Broad definitions have been put forwards, but every judge has a wide discretion in each case:
    a. ***Horner v Horner* 91983) 4 FLR 50**: Ormerod LJ: "*any conduct* [of] ***such degree of harassment as to call for the intervention of the court***" **[p51g]**.
    b. ***C v C (Non-Molestation Order: Jurisdiction)* [1998] 1 FLR 554**: Brown P: "*a matter to be considered in relation to particular facts of particular cases. It implies* ***some quite deliberate conduct which is aimed at a high degree of harassment of the other party****, so as to justify the intervention of the court*". **[556H]**
    c. and most recently, ***Re T (A Child) (Non-Molestation Order)* [2017] EWCA Civ 1889, [2018] 1 FLR 1457**: McFarlane LJ: "*When determining whether or not particular conduct is sufficient to justify granting a non-molestation order, the primary focus, as established in the consistent approach of earlier authority, is upon the 'harassment' or 'alarm and distress' caused to those on the receiving end. It must be conduct of 'such a degree of harassment as to call for the intervention of the court* (Horner v Horner and C v C)" **[§42]**
    [*Emphasis added*.]

21. To satisfy the requirements set out in FLA 1996 for an NMO:
    a. there must be evidence of molestation – here, there is none. There was no contact from 02.09.2024 meaning a 7 week period of separation was in place prior to A even making her application.
    b. the applicant must require protection – A does not. There are bail conditions in place already and R has offered undertakings. There is clear evidence of his wish to cut all ties with A since at least 14.08.2024 months prior to any police involvement.
    c. Court intervention, here an NMO, must be necessary to provide such protection and control the offending behaviour – here, the Court's protection is not required as there is no offending behaviour.

***Ex Parte* Applications**

22. That A made this application *ex parte*, seeking to prevent R from having any opportunity

to contest it, is unconscionable. Without Notice orders constitute some of the most draconian powers held by the Court and are a clear infringement of R's Article 6 Rights to a fair trial – they must only be used in specific and necessary circumstances. A made her application knowing that R was already under bail conditions, that he had not contacted her in any way for 7 weeks beforehand, and that she was already provided with ample protection. There was no risk to her properly serving R prior to an *inter partes* hearing. Though a litigant in person, the high burden of candour placed upon applicants for *ex parte* orders remains.

Ex Parte Application Law

23. As the court is aware, PD 12B sets out the requirements for Without Notice Orders:

> *12.3: Without Notice Orders should be made* ***only exceptionally****, and where –*
>
> > *(1) If the applicant were* ***to give notice to the respondent(s) this would enable the respondent(s) to take steps to defeat the purpose of the injunction****; cases where the application is brought without notice in order to conceal the step from the respondent(s) are very rare indeed****; or*
> >
> > *(2) The case is one of* ***exceptional urgency****; that is to say, that* ***there has been literally no time to give notice (either by telephone, text or e-mail or otherwise)*** *before the injunction is required to prevent the threatened wrongful act; or*
> >
> > *(3) If the applicant gives notice to the respondent(s), this would be likely to* ***expose the applicant or relevant child to unnecessary risk of physical or emotional harm****.* **[*Emphasis added*.]**

24. There was no exceptional requirement to make this Without Notice Order.
    a. the circumstances of this case are in no way exceptional;
    b. there is no evidence that R would have taken any steps to defeat the purpose of the application – his bail conditions expressly prevent him from doing so and he had no intention or inclination to do so;
    c. there was, at all times, the opportunity to give notice to R; and
    d. giving notice would not have exposed A to any risk at all.

25. In ***UL v BK*** [2013] EWHC 1735 (Fam) Mostyn J (as he was then) notes that "*Cases where no notice at all can be justified are* ***very rare indeed***" **[§51 v]. [*Emphasis added*.]**

26. In ***B Borough Council v S & Anor*** [2006] EWHC 2584 (Fam) Charles J found that:

> *Inevitably on a without notice application the court hears from only the applicant. Good practice, fairness and indeed common-sense demand that on any such application the applicant should provide the court with:*
>
> > *i) a balanced, fair, and particularised account of the events leading up to the application and thus of the matters upon which it is based. In many cases this should include a brief account of what the applicant thinks the respondent's case is, or is likely to be.* **[§38]**

27. A failed to provide the court with "*a balanced, fair*" account or supply any proper details of the circumstances. There is no note of the hearing but it is presumed A repeated the many falsehoods set out in her extraordinary statement.

28. Mostyn J in ***UL v BK*** highlighted the high duty of candour an applicant for Without Notice Orders owes the Court **[§50]**. A failed in her duty to inform the Court of the true history, in particular her own abusive behaviour. Such conduct is neither "*good practice*", nor fair, nor even common sense given that such information would inevitably arise at this return date. The court can only conclude that A did not do so to ensure she obtained this order at any cost and, in doing so, misled the Court.

29. Considering the *ex parte* nature of A's application, using the relevant principles as set out in ***DS v AC* (2023) EWFC 46**:
    a. whether there is a risk of significant harm attributable to A if the order is not granted immediately. (This was the only concern ticked by A in her application.)
        - There was none. R had bail conditions imposed already and there had been no contact for 7 weeks.
    b. whether A would be deterred or prevented from making the application if the order were not granted immediately; and
        - R's bail conditions prevented any communication with A or him from attending the property. There is no way R could have deterred or prevented A from making her application.
    c. a '*Without Notice*' order should only be granted in exceptional circumstances and with proper consideration for the rights of the absent party, per ***R v R (Family Court: Procedural Fairness)* [2014] EWFC 48**;
        - There were no exceptional circumstances, nor have any arisen since. There was a distinct lack of consideration for R's rights.

30. The Court erred at the *ex parte* hearing in granting this order, though much of that blame must be placed on A in failing to provide the proper context, failing to meet the high duty of candour, and in misleading the Court.

Occupation Order

31. As co-owners both parties have the right to occupy the property under Part IV FLA 1996. A applies for an OO in respect of the family home so that she has exclusive occupation and for an order that R pays 100% of the mortgage, pays for extensive renovations to the property, and pay all bills/utilities.

32. The application is entirely unnecessary as R has already vacated the property and agreed not to return formally through solicitor correspondence. R is willing to provide undertakings along those lines, as set out above.

33. Should A foolishly seek to continue her OO application in these circumstances it is doomed to failure as set out below.

Notice to Mortgage Company

34. Per FPR Part 10 r.10.3(3) and as stated in bold on the application form A must "serve your mortgage company […] with the application." There is no evidence that A has served her application or notice of these proceedings upon Natwest, - the bank holding the parties' joint mortgage on the property. If there is no certificate of service, the Court should not bar R from attending the property (though he may undertake not to do so voluntarily) as it would automatically breach the terms of the mortgage. Likewise, directing all payments be made by only one party to a joint mortgage without the mortgagee having been given notice, as required by the procedure rules, is a potentially serious infringement of the mortgagee's right to pursue payments from both parties under a joint and several liability arrangement.

The Law: Mandatory Order Under s.33(7)

35. When considering an OO application, the Court will first consider the balance of harm test set out at s.33(7):

> *(7)* ***If it appears to the court that the applicant*** […] ***is likely to suffer significant harm attributable to conduct of the respondent*** *if an order under this section containing one or more of the provisions mentioned in subsection (3) is not made* ***the court shall make the order*** *unless it appears to the court that:*
> *(a) the respondent* […] *is likely to suffer significant harm if the order is made; and*
> *(b) the harm likely to be suffered by the respondent* […] *in that event is as great as, or greater than, the harm attributable to conduct of the respondent which is likely to be suffered by the applicant* […] *if the order is not made.* **[Emphasis added.]**

36. The meaning of "*significant*" in the context of s.33(7) was considered by Otton LJ in ***Chalmers v Johns*** **[1999] 1 FLR 392** to mean "*considerable, or noteworthy, or important*" [§22].

37. This Court cannot conclude, on the basis of the evidence provided, that A is likely to suffer "*significant harm*" without an OO. No harm will befall A as R has already agreed not to attend the property and provide an undertaking to that effect. Therefore, there is no mandatory basis for the OO.

The Law: Discretionary Order Under s.33(6)

38. If the Court is not persuaded by the arguments relating to s.33(7) and is not required to make an OO, the Court needs to consider its discretion to grant an OO having regard to the factors set out in s.33(6):

> *(6) In deciding whether to exercise its powers under subsection (3) and (if so) in what manner, the court shall have regard to all the circumstances including–*

(a) the housing needs and housing resources of each of the parties […]*;*
- they are equal.
(b) the financial resources of the parties;
- the court would require more detailed financial information from both parties.
(c) the likely effect if any order, or of any decision by the court not to exercise its powers under subsection (3), on the health, safety or well-being of the parties […] *; and*
- A will remain living in the property and the parties will have to agree how to pay the mortgage and utilities going forwards via mediation or negotiation, or through an application to the civil courts, most likely for sale.
(d) the conduct of the parties in relation to each other and otherwise.
- There is no reprehensible conduct other than A's unnecessary *ex parte* application. Both parties have acted poorly in the relationship.

39. Given the history of the case, it is clearly contrary to the parties' best interests for them to live under the same roof. R entirely agrees and has made alternative arrangements. He will continue to do so - his undertaking not to attend the property is evidence of his stance.

40. The parties have always supported themselves independently. They are not married and have no ongoing duty to support each other. R cannot continue to rely on the kindness of friends/family and stay in other people's spare rooms for short periods of time. He will need to rent an apartment soon and he cannot afford to both rent and pay for 100% of the mortgage plus all utilities. A can continue to reside at the property; however, she should pay for at least 50% of the mortgage and all of her own outgoings.

41. While R does earn more than A, A's finances remain opaque. She is a freelance graphic designer and has been very successful. There is no financial evidence before this Court showing her lack of funds nor her inability to work, without which this Court is unable safely to reach conclusions regarding her inability to pay for her own housing. Opposed to what A proposes, usually it is the party who occupies the property that pays the other party an 'occupation rent' given the ousted party is unable to live in their home and will incur additional costs to live elsewhere. Upon a sale A would receive c.50% of the net equity in the property meaning c.£200,000. The Court can safely assume she can rehouse on that sum.

42. Should A not see sense and voluntarily withdraw her application, an OO excluding R is evidently unnecessary in the circumstances and should not be granted.

43. Should the Court not dismiss the OO application and A continue to seek one, there will need to be directions for further statements detailing the parties' respective finances: income, outgoings, costs, and savings, alongside evidence of the costs of the mortgage, utilities/bills and rental costs for either of them living elsewhere.

Costs

44. This is an entirely meritless application designed to prevent R from defending himself and shows A to have failed in her high duty of candour to the Court, and as such, it qualifies as unreasonable litigation (**FPR 2010 r.28.2; *R v R (Costs: Child Case)* [1997] 2 FLR 95**). A cost order is therefore appropriate. A must not be able to litigate unreasonably with impunity. R seeks for A to pay all of his costs, summarily assessed, as set out in the N260 which was served on A via her third party friend (as per the bail conditions in force at the time) on Friday 22.11.2024.

Property Sale

45. R makes the following proposals as a way to move forward.
    a. sale of the property forthwith for the best price achievable;
    b. parties to agree the estate agent within 7 days – R to propose 3 options, A to select one of the three proposed, joint letter of instruction agreed;
    c. R's usual workman to undertake remedial work to ensure the property is saleable – the scheme of works to be set out by prior written agreement between the parties;
    d. A to maintain the property to a viewable standard and to agree not to stymie the sale;
    e. only in those circumstances, R to pay the mortgage pending sale for 4 months – R to receive such payments back directly from the conveyancing solicitors, top sliced, from the net proceeds of sale;
    f. both parties to split the remaining net equity 50/50.

Conclusion

46. A's application is wholly without merit. It does not meet any of the criteria required for the making of an NMO let alone making one *ex parte*, nor for making an OO. She has made this application without informing the Court of the full context. R's undertakings are entirely appropriate, cover all bases, and should be accepted. The Court should be wary of allowing A to utilise the FLA proceedings to punish R for the end of the relationship. A's applications should therefore be dismissed.

47. Further instructions will be taken prior to the hearing and oral submissions made.

Tadhgh Barwell O'Connor 1 King's Bench Walk
Counsel for the Respondent 25th November 2024

HM Courts & Tribunals Service

Name of court

Edmonton Family Court

Case number

ED24F00300

Name of applicant or serial no.

Irene Sara Spalletti

Respondent

Alexander Michael Luke Wolf Walker

Notice of change of solicitor

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

I (We) give notice that

A

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

Name of solicitor

Name of firm

Address

First line of address

Second line of address

Town or city

County (optional)

Postcode

B

We (give name of solicitor)

Name of solicitor

Bryan Jones

have been instructed to act on behalf of the

☐ applicant

☑ respondent

in this application

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

Name of solicitor

Name of firm

Address

First line of address

Second line of address

Town or city

County (optional)

Postcode

C

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

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

Name of solicitor

Bryan Jones

Name of firm

Hughes Fowler Carruthers

Address

First line of address

Academy Court

Second line of address

94 Chancery Lane

Town or city

London

County (optional)

Postcode

W	C	2	A	1	D	T

Phone number

02074218383

DX number

251 London/Chancery Lane

Email

b.jones@hfclaw.com

Reference number (if applicable)

BJ.SMW.WAL023.1

Signed

- [ ] Applicant
- [ ] Applicant's solicitor
- [ ] Applicant's litigation friend
- [ ] Respondent
- [x] Respondent's solicitor
- [ ] Respondent's litigation friend

Dated

Day	Month	Year
22	11	2024

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

Statement of Costs (summary assessment)

(CPR PD44 9.5)

In the	
Family Court at Edmonton	
Case Reference	ED24F00300

Judge/Master

Judge

Case Title Irene Sara Spalletti and Alexander Michael Luke Wolf Walker

Respondent's Statement of Costs for the hearing on 26 November 2024

Description of fee earners*

(1) Name Bryan Jones	grade A	rate £490.00
(2) Name Sarah Walker	grade B	rate £380.00
(3) Name Rachael Burton	grade B	rate £345.00

Solicitors' Grades

Grade A - Solicitors and Chartered Legal Executives with over eight years post qualification experience including at least eight years litigation experience.
Grade B - Solicitors and Chartered Legal Executives with over four years post qualification experience including at least four years litigation experience.
Grade C - Other solicitors and Chartered Legal Executives and fee earners of equivalent experience.
Grade D - Trainee solicitors, paralegals and other fee earners.

"Chartered Legal Executive" means a Fellow of the Chartered Institute of Legal Executives (CILEx). Those who are not Fellows of CILEx are not entitled to call themselves Chartered Legal Executives and in principle are therefore not entitled to the same hourly rate as a Chartered Legal Executive.

Attendances on (party)

Personal attendances

(1)	*(number)*		hours at £	490.00	£	0.00
(2)	*(number)*		hours at £	380.00	£	0.00
(3)	*(number)*		hours at £	345.00	£	0.00

Letters out/emails

(1)	*(number)*		hours at £	490.00	£	0.00
(2)	*(number)*	2.4	hours at £	380.00	£	912.00
(3)	*(number)*		hours at £	345.00	£	0.00

Telephone

(1)	*(number)*		hours at £	490.00	£	0.00
(2)	*(number)*	1.9	hours at £	380.00	£	722.00
(3)	*(number)*		hours at £	345.00	£	0.00

Attendances on opponents (including negotiations):

Personal attendances

(1)	*(number)*		hours at £	490.00	£	0.00
(2)	*(number)*		hours at £	380.00	£	0.00
(3)	*(number)*		hours at £	345.00	£	0.00

Letters out/emails

(1)	*(number)*		hours at £	490.00	£	0.00
(2)	*(number)*	0.3	hours at £	380.00	£	114.00
(3)	*(number)*	0.7	hours at £	345.00	£	241.50

Telephone

(1)	*(number)*		hours at £	490.00	£	0.00
(2)	*(number)*		hours at £	380.00	£	0.00
(3)	*(number)*		hours at £	345.00	£	0.00

Attendance on others:

Personal attendances

(1)	*(number)*		hours at £	490.00	£	0.00
(2)	*(number)*		hours at £	380.00	£	0.00
(3)	*(number)*		hours at £	345.00	£	0.00

Letters out/emails

(1)	*(number)*		hours at £	490.00	£	0.00
(2)	*(number)*	1.3	hours at £	380.00	£	494.00
(3)	*(number)*		hours at £	345.00	£	0.00

Telephone

(1)	*(number)*	0.2	hours at £	490.00	£	98.00
(2)	*(number)*	0.8	hours at £	380.00	£	304.00
(3)	*(number)*	0.4	hours at £	345.00	£	138.00

Site inspections etc.

(1)	*(number)*		hours at £	490.00	£	0.00
(2)	*(number)*		hours at £	380.00	£	0.00
(3)	*(number)*		hours at £	345.00	£	0.00

Work done on documents, as set out in schedule: £ 3,726.00

Attendance at hearing:

(1)	*(number)*		hours at £	490.00	£	0.00
(2)	*(number)*	0.5	hours at £	380.00	£	190.00
(3)	*(number)*		hours at £	345.00	£	0.00
	fixed costs				£	

(1)	*(number)*		hours travel and waiting time £	490.00	£	0.00
(2)	*(number)*		hours travel and waiting time £	380.00	£	0.00
(3)	*(number)*		hours travel and waiting time £	345.00	£	0.00

Sub Total £	6,939.50

Brought forward £		6,939.50

Counsel's fees (name) (year of call): Tadhgh Barwell O'Connor (2019)

Fee for [advice/conference/documents]	£	
Fee for hearing	£	1,500.00

Other expenses

Court fees	£	
Others *(give brief description)*	£	
Total	£	8,439.50
Amount of VAT claimed		
on solicitors and counsel's fees	£	1,687.30
on other expenses	£	
Grand Total £		10,126.80

The costs stated above do not exceed the costs which the (party) is liable to pay in respect of the work which this statement covers. Counsel's fees and other expenses have been incurred in the amounts stated above and will be paid to the persons stated.

Alexander Walker

Signed

22.11.2024

Dated

Bryan Jones

Name of Partner signing

Hughes Fowler Carruthers

Name of firm of solicitors

Schedule of work done on documents

Item		Description of work *(one line only)*	Grade A hours	Grade B hours	Grade C hours	Grade D hours	Total £
1		Considering Documents / drafting statement and exhibit		7.00		1.00	2,415.00
2		Instructions and papers to counsel		0.80			276.00
3		Preparation for hearing		3.00			1,035.00
TOTAL			0.00	10.80	0.00	1.00	3,726.00