

Exhibit ref.

1st Statement *of the* Defendant
Miss Irene Sara Spalletti

Case ref: M00ED350

IN THE COUNTY COURT AT EDMONTON

IN THE TRUSTS OF LAND AND
APPOINTMENT OF TRUSTEES ACT 1996

BETWEEN:

Mr Alexander Michael Luke Wolf Walker

Claimant

– and –

Miss Irene Sara Spalletti

Defendant

Attempts to agree sale

*Exhibited in response to para. 45
of the Claimant's 1st Statement*

My solicitors wrote again to Irene with a letter before action on 13 December 2024 seeking the sale of the property and a response by 13 January 2025 (this was a timetable of four weeks).

Our ref: BJ.SW.bs.WAL023

FAO: Ms Irene Spalletti

By email: info@mrpennisi.com

13 December 2024

Dear Ms Spalletti

URGENT ACTION REQUIRED

**You and Alexander Walker – 92 Ollerton Road, London, N11 2LA
Letter before action**

1. I write further to my previous correspondence regarding the property that you jointly own with my client, 92 Ollerton Road London, N11 2LA (the “**property**”).
2. In my letter dated 5 November 2024, my client made a reasonable proposal for you to buy my client out of his share of the property. Disappointingly I have received no response at all from you in relation to this, save from a brief email from you to my colleague, Bryan Jones, asking about arrangements for the payment of works to the house, as well as the mortgage and bills (my client’s proposals in respect of this are addressed at paragraph 18 below). My client has therefore instructed me to send this letter in accordance with the Practice Direction for Pre-Action Conduct and Protocols (“**PDPAC**”) contained within the Civil Procedure Rules. I refer you to paragraph 13 to 16 of the Protocol regarding the court’s power to impose sanctions for failing to comply with the Protocol. Ignoring this letter and failing to comply with the Protocol may also increase your liability for costs.
3. This letter sets out:
 1. A summary of the factual background;
 2. The basis of my client’s claim; and
 3. Action required from you to resolve this matter.
4. If you ignore this letter or fail to respond in the time stipulated at the end of this letter, my client may commence court proceedings against you without further notice. If my client wins his claim

at court, you will also very likely be liable for his legal costs. I strongly recommend that you immediately seek legal advice on the contents of this letter.

5. As set out below, it is my client's position that now that your relationship has broken down the property must be sold, and the net proceeds divided.

Background

6. You and my client were previously in a relationship from 2019 and jointly purchased 92 Ollerton Road in February 2024. You hold the property as tenants in common and are jointly responsible for the mortgage costs. My client contributed approximately £222,000 to the overall costs of purchasing and renovating the property. You contributed a total of approximately £202,000. There is a mortgage of £506,960 secured against the property and the monthly mortgage repayments are currently £2,414 per month. In relation to the financial arrangements arising from the purchase:
 - a. you did not contribute to the mortgage for the first two months that you and my client were living at the property, as you were waiting for your deposit to be returned from your flat. You have not reimbursed my client for this;
 - b. you withdrew your share of the money for the bills from the joint account in July 2024, which meant my client had to pay the bills in full that month;
 - c. you did not pay your share of the bills in August 2024;
 - d. you only paid £628 towards your share of the mortgage (i.e. approximately 25% of the monthly payment due) to my client in November 2024. You therefore owe £579 in relation to this.
7. Your relationship ended in mid-July 2024 but you both continued to live at the property, albeit separately. My client made it clear that he wanted to separate properly, sell the property and have no further engagement with you by text message sent on 14 August 2024.
8. On 2 September 2024 you had an argument and you falsely alleged that my client broke a lamp (although there is clear documentary evidence that it was broken months ago). You called the police due to that alleged property damage. My client 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 15 January 2025. As a consequence of his bail conditions (and also the occupation order that has been made by consent), my client cannot return to the property and since September has 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).
9. Despite having had no contact for 7 weeks, on 22 October 2024 you made an ex parte application pursuant to the Family Law Act 1996 seeking a non-molestation order and an occupation order. At the end of the statement in support of your application you made a series of requests for my client to be solely responsible for the mortgage and household bills, together with compensation for "harm" you alleged to have suffered during the relationship. At the hearing on 25 October 2024 District Judge Cohen made a very limited non-molestation order

in the interim and a return date was directed for 26 November 2024. He made no order in respect of the mortgage payments or bills.

10. My client proposed to vacate the hearing on 26 November 2024 by offering the fullest possible range of undertakings. You failed to accept my client's reasonable undertakings and my client was forced to attend court at significant cost. My client had no wish to continue this pointless and expensive litigation. He therefore agreed to the non-molestation and occupation orders to be made by way of a consent order on the basis of no admissions.

11. In advance of the hearing on 26 November 2024, my client made reasonable proposals as a way to move forward in relation to sale of the property.

12. You failed to engage with my client's reasonable proposal in respect of the sale of the property.

The basis of my client's claim

13. Both you and my client have always supported yourselves independently. You are not married, you have no children and have no ongoing duty to support each other. My client's current living situation is not sustainable. You have not been in a relationship since July 2024 and the property will need to be sold and my client's share of the funds be released to him so that he can rehouse appropriately.

14. If you refuse to agree to the sale, then my client will be forced 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.

Alternative Dispute Resolution

15. Should you dispute this, the Protocol PDPAC requires that you and my client should consider alternative dispute resolution before any court proceedings are commenced. Accordingly, we ask you to confirm your position in this regard.

16. Should we not hear from you by 13 January 2025 regarding alternative dispute resolution, and you do not agree to my client's proposal to sell the property, we shall assume that you do not wish to engage in any form of alternative dispute resolution and I reserve the right to draw this letter to the attention of the court, in due course should we consider this necessary.

Relevant document

17. I enclosed a copy of the Land Registry title, which shows that the property is owned jointly by you as tenants in common.

Action required

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

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

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

- 19. My client could of course claim further sums because he contributed more to the costs of purchasing and renovating the property. However, he will not pursue this claim on the condition that his proposals are accepted by 13 January 2025.
- 20. If you fail to respond to this Letter Before Action by this deadline or if your response is in any way unsatisfactory, I anticipate being instructed to take all further action. To the extent that full court proceedings are necessary, my client's costs will increase, and he will seek to recover all of the same from you as part of those proceedings.

I await to hear from you or your solicitor.



Official copy of register of title

Title number MX466101

Edition date 12.02.2024

- This official copy shows the entries on the register of title on 23 OCT 2024 at 17:01:13.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 23 Oct 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.

A: Property Register

This register describes the land and estate comprised in the title.

ENFIELD

- 1 (26.02.1964) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 92 Ollerton Road, London (N11 2LA).
- 2 There are excluded from this registration the mines and minerals excepted by the Transfer dated 21 February 1964 referred to in the Charges Register in the following terms:-

"SUBJECT to (a) the exception and reservation of mines and minerals as mentioned or referred to in a Conveyance dated the Twenty fifth day of July One thousand Eight Hundred and Ninety five and made between the Ecclesiastical Commissioners for England of the one part and Philip Lybbe Powys Lybbe of the other part."

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (12.02.2024) PROPRIETOR: ALEXANDER MICHAEL LUKE WOLFE WALKER and IRENE SPALLETTI of 92 Ollerton Road, London N11 2LA.
- 2 (12.02.2024) The price stated to have been paid on 2 February 2024 was £860,000.
- 3 (12.02.2024) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 4 (12.02.2024) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 5 (12.02.2024) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of

B: Proprietorship Register continued

this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 2 February 2024 in favour of National Westminster Bank PLC referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Conveyance dated 7 August 1907 made between (1) Reginald Cecil Lybbe Powys Lybbe (2) Edward Horne and Hamilton Fulton and (3) Henry George Stacey contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land is subject to the following rights reserved by a Transfer dated 21 February 1964 made between (1) Daisy Kathleen Ada Lawson and (2) Sara Adeline Savill:-

"To the free passage and running of water and soil from any other land or buildings near to or adjoining the premises hereby transferred by and through the sewers and drains made or to be made in through or over the premises hereby transferred."
- 3 (12.02.2024) REGISTERED CHARGE dated 2 February 2024.
- 4 (12.02.2024) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of Mortgage Centre, P.O. Box 123, Greenock PA15 1EF.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 7 August 1907 referred to in the Charges Register:-

Covenant by Purchaser to the intent and so that the same should be binding on the land and premises thereby assured into whosoever hands the same might come with the Vendor his heirs and assigns

(a) That he will well and sufficiently fence the land thereby conveyed and will indemnify the Vendors tenants of any adjoining land from any claim arising out of damage from default of such fencing.

(b) And will not erect any messuage or dwellinghouse upon that part of the said land fronting Bowes Road for a depth of 110 feet from such road which should be of less value exclusive of the price of the land than £300 nor upon any other part of the said land than £200 exclusive of the price of the land as aforesaid nor except in accordance with plans and elevations which should first be approved of in writing by the Surveyors for the time being of the Vendor but no fee should be payable by the Purchaser for obtaining any such approval.

(c) That every messuage or dwellinghouse with the site thereof fronting Bowes Road shall have a frontage of not less than 17 feet and a depth of not less than 110 feet thereto and on every other part of the land every messuage or dwellinghouse with the site thereof shall have a frontage of not less than 15 feet and a depth of not less than 100 feet and all such messuages or dwellinghouses shall be so that the general line of frontages shall not approach nearer to the road than the distance or building line set forth by the local authority.

(d) And will not dig or get for the purpose of sale or otherwise than as may be necessary to form cellars drains basements or foundations of the building to be erected or for the use or removal in the erection or execution of any messuage or dwellinghouse or works any earth sand clay or gravel from the said land.

(e) And that wherever the said land shall abut on other land of the Vendor the erection in pursuance of this agreement of any wall fence or other structure so far as relates to the side abutting on the said land adjoining whether a party wall or fence or otherwise shall be treated as such in accordance with the Metropolitan Building Act but so that the 3 months notice required by such Act shall in no case be considered

Schedule of restrictive covenants continued

necessary.

(f) And will not carry on or suffer to be carried on upon any part of the said premises any trade or business whatsoever or allow the same to be used otherwise than for the purpose of a private dwellinghouse or of any profession.

(g) And will not do or suffer to be done on any part of the said premises anything which may be or grow to be a public or private nuisance or a damage disturbance annoyance or grievance to the Vendor or the tenants or occupiers of the property in the neighbourhood of the said premises and particularly will fence and keep fenced the lands hereby conveyed so as to prevent any congregation on of boys therein.

(h) And will at his own expense within one year from the completion of the purchaser level form and make of a width of not less than 45 feet the intended road shown on the said plan together with all necessary sewers and drains in connection therewith and should for ever after maintain the same in good repair and condition to such satisfaction as aforesaid until the same should be adopted by the Local Authority.

End of register

Your meeting with southgate solicitors is booked

1 message

Louisa Yiannourides <ly@southgate.co.uk>
To: Irene Spalletti <irene.spalletti@gmail.com>
Cc: Lucy Cornish <lc@southgate.co.uk>

19 December 2024 at 09:41

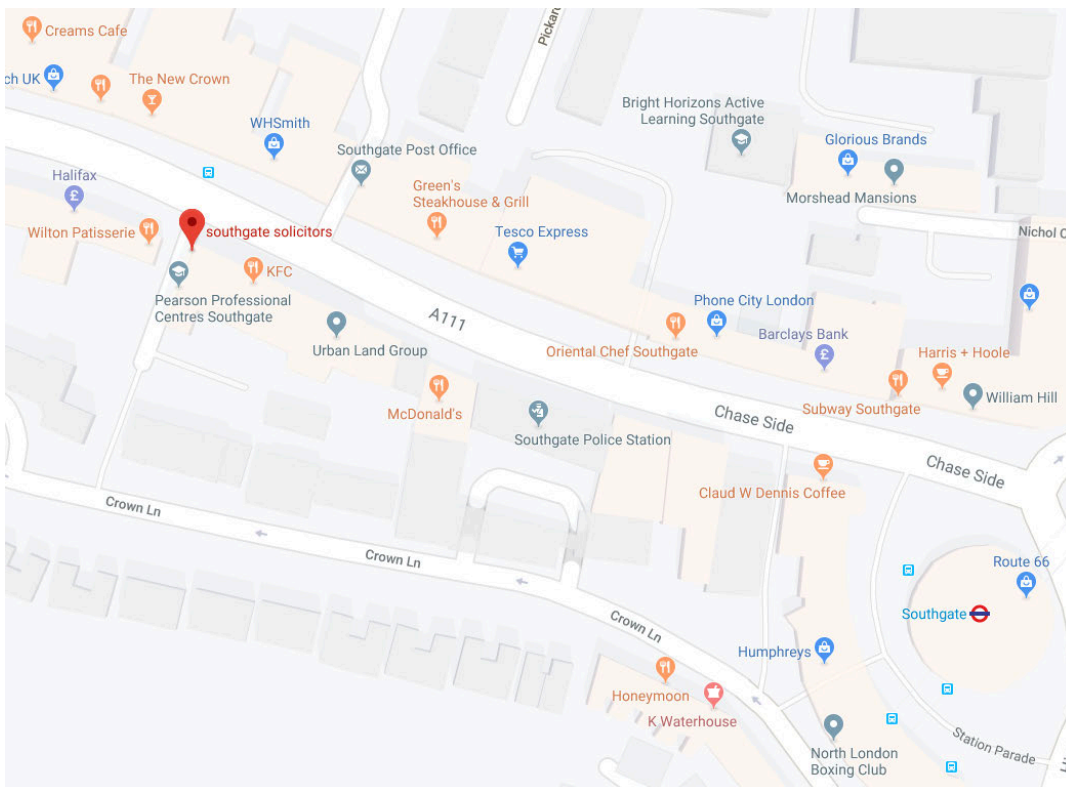
Hi Irene,

Thank you for your call and your request for my assistance in your matter.

I have arranged a strategy meeting on: Friday, January 3, 2025 at 12:00 pm (GMT) with Lucy Cornish.

You have paid £643 and we will discuss future costs for matters you may need to pursue.

Please note that the meeting will take place at Third Floor, Crown House, [47 Chase Side, N14 5BP](#). We are two minutes walk from Southgate underground station (Piccadilly Line). If you are driving, there is limited pay and display parking on Chase Side. Alternatively, the best option is to park at Asda on Chase Side which is a 2-minute walk away and parking is for up to two hours (no purchase necessary). A map is outlined below with our office located at the red pin drop.



I look forward to seeing you and in the meantime, I attach some of our reviews, past cases and terms of business for your reference.

Thanks,

Louisa Yiannourides | Client Services Executive

southgate solicitors



Irene Spalletti <irene.spalletti@gmail.com>

Your Property Matter - follow up from today's strategy meeting

4 messages

Lucy Cornish <lc@southgate.co.uk>

3 January 2025 at 14:22

To: "irene.spalletti@gmail.com" <irene.spalletti@gmail.com>

Dear Irene,

It was a pleasure meeting you this afternoon and I hope you found the meeting useful.

As discussed, we can offer the following fee structures (all including VAT):

Property Matter

This would be on the basis of my hourly rate which is currently £237 per hour.

In terms of hourly work, this is charged on a unit basis. Each hour has 10 units, and work is apportioned on this basis. Routine work, for example straightforward emails, messages, calls and letters are charged at a minimum of one unit. Non-routine work is rounded up to the next unit depending on the length of time that it takes to complete. We operate a modern case management system which automatically records the time spent on your matter and you will be provided itemised bills on a regular basis for hourly rate work. This is further outlined in our terms of business.

The same would apply to the non-molestation order and occupation order proceedings should you require my assistance.

Next steps

Before I can undertake any further work on your file, it is company policy to request a 10-hour retainer on account (£2,370) should you wish to proceed. However, as per our discussion, I am happy to reduce this upfront cost to £1,185.

For your convenience, I have attached our client account details for payment by bank transfer, or alternatively you can pay by debit or credit card on our website here: <https://www.southgate.co.uk/payment> or by phone, should you wish to proceed.

I will also require signed terms of business before I can proceed with work, which I will email to you separately for your signature once payment is received.

Review request

Mortgage Account Number: 84721498
Customer(s) Name: Mr Walker & Miss Spalletti
Property Address: 92, Ollerton Road, London, N11 2LA

Your Redemption Statement

Here's your redemption statement for expected redemption on **6 January 2025**.

The total amount to be repaid is **£515,815.67**.

Here's how we've calculated your redemption statement:

Mortgage balance (as shown on your last annual statement)		£0.00
Any new borrowing (since your last annual statement)	+	£510,000.00
Interest (since your last annual statement, and up to and including your expected redemption date)	+	£21,391.42
Any Early Repayment Charges (see below)	+	£7,580.75
Any fees we've charged (since your last annual statement)	+	£995.00
Direct Debit payment received but not yet cleared	+	£2,415.15
Payments you've made (since your last annual statement)	-	£26,566.65
Total amount to repay your mortgage		£515,815.67

Daily Interest (see below for when this applies)	£62.17
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The redemption figure relates only to National Westminster Bank Plc first charge for residential lending. If there's a second charge, a separate figure is needed.

Important information

Your redemption figures are valid up to and including **30 January 2025**. Please request another redemption statement if you change your expected redemption date or make another payment before that date. **Your mortgage won't be fully repaid until any payments we've received have cleared.**

Note: If you repay after the expected redemption date, then daily interest will continue to accrue.

Your Early Repayment Charge (ERC) expiry date:

Sub-account No	Product Description	Date ERC Expires*
1	Fixed 4.49%	01-MAY-26

*If you repay before the date above, then an ERC will apply. Further information can be found in your Offer of Loan.

Direct Debit payment - we noticed your recent Direct Debit payment of **£2,415.15** is still being processed and may take until **8 January 2025** to clear. You can request a new statement once the payment is cleared. Or you can pay the total amount to repay your mortgage, and we'll refund any extra payment once it's cleared. This could take up to 10 working days.

THIS DEED is made the 2nd day of February 2024

PARTIES:

1. Alexander Michael Luke Wolfe Walker of 92 Ollerton Road, London, N11 2LA (**"the First Owner"**); and
2. Irene Spalletti of 92 Ollerton Road, London, N11 2LA (**"the Second Owner"**)

WHEREAS:

- (A) By a transfer made the same date as this deed, the property known as 92 Ollerton Road, London, N11 2LA and registered at HM Land Registry under title number MX466101 (**"the Property"**) has been transferred to the parties to hold on the terms of this deed.
- (B) By a mortgage made the same date as this deed the parties have charged the Property in favour of National Westminster Bank plc for repayment of the sum of £509,970.00 (**"the Mortgage"**).
- (C) The acquisition cost of the Property inclusive of Stamp Duty Land Tax and legal fees is **£895,637.60** and has been funded by:
 - i. the Mortgage;
 - ii. **£192,833.80** provided by the First Owner; and
 - iii. **£192,833.80** provided by the Second Owner.
- (D) The Property is intended to be the family home of the parties and the Property is acquired for that purpose.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Declaration of trust

- 1.1 The parties declare that they hold the Property on trust for themselves:
 - (a) As to 50% for the First Owner; and
 - (b) As to 50% for the Second Owner.
- 1.2 The costs of sale of the Property shall be borne by the parties in proportion to their respective shares in the Property.

2. Occupation of the Property

The parties, but not their successors in title, shall each be entitled to occupy the Property.

3. The Mortgage

- 3.1 In this clause references to the "Agreed Mortgage Shares" or to the "Agreed Mortgage Share" of either party means 50% on the part of the First Owner and 50% on the part of the Second Owner.

- 3.2 As between the parties, the First Owner and the Second Owner each charge their share in the Property with repayment of their Agreed Mortgage Share. On sale the sum then outstanding under the Mortgage shall be paid from the parties' shares in the Property in the Agreed Mortgage Shares prior to distribution.
- 3.3 The parties shall pay each instalment payable under the terms of the Mortgage when it falls due in proportion to the Agreed Mortgage Shares.
- 3.4 Each party shall indemnify the other as follows:
 - 3.4.1 any shortfall between the value of the indemnifying party's share in the proceeds of sale and their Agreed Mortgage Share at the date of sale shall be repaid by the indemnifying party;
 - 3.4.2 in the event that either party fails to contribute to the instalments in accordance with their Agreed Mortgage Share, any instalments paid by the other party in excess of their agreed Mortgage Share shall be refunded to them and shall be paid from the defaulting party's share of the proceeds of sale subject to Clause 7.
- 3.5 The provisions of this clause shall equally apply to any addition to or substitution for the Mortgage, unless otherwise agreed between the parties.

4. Restriction on dealing with the Property

The parties shall not charge or create any other interest in or dispose of their respective shares in the Property in whole or in part, other than by will or operation of law or in accordance with the pre-emption rights in this deed, without the consent in writing of the other party.

5. Repairs

- 5.1 The parties will keep the Property in a good state of repair.
- 5.2 The costs of repairs will be discharged by the parties in equal shares.
- 5.3 The costs of any improvements to the Property will be shared between the parties in such proportions as may be agreed between the parties from time to time.
- 5.4 No non-essential repairs or improvements will be undertaken to the Property without the consent of both parties.

6. Insurance

- 6.1 The parties shall insure the property with an insurance company which is an authorised person for the purposes of the Financial Service and Markets Act 2000.
- 6.2 The parties will pay the premiums due under the terms of the policy as they fall due in equal shares.
- 6.3 The Property must be insured against all usual risks for the full reinstatement value.
- 6.4 The insurance must be kept in force during the subsistence of this Trust.

- 6.5 Subject to the Mortgage, the parties will apply the proceeds of the policy to the reinstatement of the Property and will hold the proceeds on trust for this purpose.

7. Pre-emption agreement

- 7.1 If either of the parties wishes to bring this trust to an end, they shall give notice in writing to the other party ("Termination Notice").
- 7.2 On service of a Termination Notice, either party may serve notice upon the other of their desire to purchase the other party's share in the property ("Pre-emption Notice") within 4 weeks of the date of service of the Termination Notice ("the Election Period").
- 7.3 The purchase price for the selling party's share shall be calculated on the basis of the following assumptions:
- 7.3.1 The Property shall be valued on the basis of a sale of the Property with vacant possession on the open market between a willing seller and a willing buyer at the date of service of the Pre-emption Notice ("the Open Market Value");
- 7.3.2 Notional costs of sale of 2% of the Open Market Value shall be assumed and the selling party's agreed proportion of the costs of sale shall be deducted from the selling party's share in accordance with the percentages in Clause 1.
- 7.4 The parties will use all reasonable endeavours to agree the purchase price and in default of agreement within 2 weeks of the date of service of the Pre-emption Notice, the Open Market Value of the property shall be determined by a chartered surveyor of the Royal Institute of Chartered Surveyors acting as an expert and not an arbitrator and the following provisions shall apply:
- 7.4.1 The parties shall endeavour to agree the identity of the surveyor and in default of agreement within 3 weeks of the date of service of the Pre-emption Notice either party shall be entitled to request that the President for the time being of the Royal Institute of Chartered Surveyors appoint the surveyor and agree with the surveyor the terms of his appointment.
- 7.4.2 The surveyor's decision as to the market value of the property will be final and binding upon the parties.
- 7.4.3 The surveyor's fees will be borne by the parties in equal shares.
- 7.5 Completion of the purchase of the selling party's share in the Property will take place within 6 weeks of the date of the determination of the purchase price.
- 7.6 There shall be no sale of the Property until:
- 7.6.1 If no Pre-emption Notice is served, the date 6 weeks from the date of service of a Termination Notice; or
- 7.6.2 If a Pre-emption Notice is served within the Election Period, the date 6 weeks from the date of determination of the purchase price;

After which date, the Property shall be sold on the open market.

- 7.7 In the event that both of the parties serve a Pre-emption Notice and both are able to purchase the other's share the Property shall be sold on the open market as if no Pre-emption Notice had been served.
- 7.8 Where the Property is the home of a minor child, the Property shall not be sold on the open market and neither of the parties shall be compelled to sell their share in the Property to the other unless the parties reach agreement between themselves to that effect or the court so orders.¹⁴

8. Payment of an occupation rent

- 8.1 The parties shall each be entitled to occupy the property without payment of an occupation rent until:
- 8.1.1 In the event that no Pre-emption Notice is served, the date 6 weeks from service of a Termination Notice; or
- 8.1.2 In the event that a Pre-emption Notice is served, the date 6 weeks from determination of the purchase price.
- 8.1.3 After that date any party in occupation of the Property shall pay an occupation rent to any party out of occupation at such proportion of the market rent payable in respect of the Property assuming a willing landlord and a willing tenant of the whole as is equivalent to the excluded party's share in the Property.
- 8.2 Payment of the occupation rent shall be made monthly in arrears.

9. Absence from work

- 9.1 This clause applies if:
- 9.1.1 the Property continues to be occupied by both parties as their sole or main residence; and
- 9.1.2 one party is wholly or partly unable to contribute to the instalments in accordance with their Agreed Mortgage Share due to a period of absence from work or inability to work due to:
- 9.1.2.1 pregnancy; or,
- 9.1.2.2 caring responsibilities for a child of the parties; or
- 9.1.2.3 ill health.
- 9.2 If this clause applies, any shortfall in the absentee party's contribution shall be discharged by the other party and no liability to indemnify on the part of the absentee party shall arise in respect of any such shortfall for a total period of up to [12] months of absence over the duration of this trust (whether such absence is taken cumulatively or consecutively), or such other period as may be agreed between the parties.

10. Death of a party

10.1 This clause applies if:

10.1.1 one of the parties dies; and

10.1.2 the survivor continues to occupy the Property as their sole or main residence; and

10.1.3 the survivor pays any outgoings in respect of the Property and any instalments payable under the Mortgage in full.

10.2 If this clause applies then until the date [6] months from the date of death:

10.2.1 the deceased party's personal representatives shall not be entitled to serve a Termination Notice on the survivor; and

10.2.2 no occupation rent shall become payable; and

10.2.3 the personal representatives of the deceased shall not be liable to indemnify the survivor in respect of the Mortgage instalments paid by the survivor in excess of the survivor's Agreed Mortgage Share.

11. Notice requirements

Any notice given under this deed must be in writing and may be served either by being left at the recipient's address or by being sent to the recipient's address by first class post or other next business day service. The address for service is the address stated at the heading of this deed, or such other address as may be specified by the relevant party. Notices shall be deemed to be received the day after being left at the recipient's address or the second business day after posting.

12. Successors in title

Unless otherwise stated, references to a party include that party's successors in title.

IN WITNESS whereof this Declaration has been duly executed the day and year before written

Signed and delivered as a deed by }
Alexander Michael Luke Wolfe Walker }
in the presence of } _____

Signature

Name:

Address:

Occupation:

Signed and delivered }
as a deed by Irene Spalletti }
in the presence of } _____

Signature:

Name:

Address:

Occupation:



Irene Spalletti <irene.spalletti@gmail.com>

Payment done

1 message

Irene Spalletti <irene.spalletti@gmail.com>

7 January 2025 at 10:39

To: Lucy Cornish <lc@southgate.co.uk>

Hi Lucy,

just to let you know payment has gone through.

Thanks,

Can we please have a call? Attached property valuations and draft for Mrs. Walker

1 message

Irene Spalletti <irene.spalletti@gmail.com>

9 January 2025 at 14:38

To: Lucy Cornish <lc@southgate.co.uk>

Hi Lucy,

attached the 3 valuations for the property and the draft I made last week for Mrs Walker (we need to remove mentioning of occupation order)

There are a few things I would like to discuss with you, could we have a quick call today about the email we will be sending to Mr. Walker's solicitor?

Thanks,

**4 attachments****SCR-20250109-jlnk.png**
1443K**Market Appraisal Letter - 92 Ollerton Road, London, N11 2LA.pdf**
159K**Ollerton Road 92 - 06.01.2025.pdf**
820K**03. draft response to Mrs Walker.pdf**
41K

To be included in communication with Mrs. Walker

1 message

Irene Spalletti <irene.spalletti@gmail.com>

9 January 2025 at 15:35

To: Lucy Cornish <lc@southgate.co.uk>

Hi Lucy,

I have written everything below, if you would like to discuss anything further please give me a call.

What is essential for me:

– Please take a harsh tone with her as for me her emails have been extremely threatening (considering the situation of domestic abuse/controlling and coercive behaviour and his bail conditions, they are still acting the same way but via a solicitor rather than Mr. Walker directly.

– If Mrs. Walker tone and threats don't stop, I would like to request to deal with a different solicitor from their firm (I read online this is a possible request, but I trust your advice) as every single email hugely affect my mental health (but don't let them know that)

– We will not respond to anything that is already mentioned in my statement.

– All communication based around Mr. Walker's responsibility and domestic abuse. If the family court approves the occupation order or if he gets charged by the prosecution can we hold him responsible for all financial loss we incur by selling the house at this point?

– Property will be sold and split 50/50, any loss due selling the property early because of Mr. Walker's abuse to be covered by him, as well as legal costs I have to account for because they didn't read my statement.

– Regarding Mrs. Walker email of the 5th November: "If the property is sold, then the chattels/furniture in the property will need to be divided equally by value by agreement;"

Mr. Walker can have his couch back, but all the rest of the chattels/furniture is mine, as Mr. Walker hasn't participated to a single cost (p.61 of my exhibit folder named: "040–059". The TV has been replaced by the home insurance, once again, cost that weren't contributed at all by Mr. Walker (page 18 exhibit folder 060–066)

Mr Walker has lived off me for a year, all the expenses from coffee beans to mugs, to drill or lightbulbs were paid by me and he never participated in any of it, so I will not be paying him off a single penny (page 24, exhibit folder 020 – 039).

– Valuation of the house, how does Mr. Walker would like to proceed with essential renovations as I will not be selling the house when incurring such a huge loss (around £50,000/each).
(all renovation costs are listed in exhibit folder 060–066)

– Attached a letter from my GP (that I just sent to court), would that be of any use

– Can we avoid going through all the finance at this point as I have a lot on and this is going to drag honestly. For now we can work around the DOT draft, we both paid the same amount for the full rewiring of the property. I will not contribute to the costs of the removal of the second chimney as this was done despite my disapproval (page 10, exhibit folder 020–039) and has added no value to the property (as it has been confirmed by three estate agents).

– Insist of the urgency of me finding a job to be able to cover the costs of selling the property and the necessity of being left in peace for me to be able to do so.

Thanks,
Irene Spalletti

Your Property Matter - next steps

2 messages

Lucy Cornish <lc@southgate.co.uk>
To: Irene Spalletti <irene.spalletti@gmail.com>

9 January 2025 at 16:03

Hi Irene,

Thank you for your emails earlier this week and this morning and the various attachments.

I write to confirm safe receipt of the following documents:

1. Draft Declaration of Trust
2. Mortgage redemption statement dated 03.01.25
3. Oyster Properties valuation dated 09.01.25
4. Kinleigh Folkard & Hayward valuation dated 07.01.25
5. Ellis & Co valuation undated
6. Your draft response to Mr Walker's solicitors

However, please note that I am yet to review these documents (including the FP2 form – although, I note you no longer require my assistance with this).

Terms of Business

I note that my colleague Anjali already sent you our terms of business for signing yesterday whilst I was out of office. However, unfortunately, the terms of business that was sent to you was an incorrect version. I therefore re-sent you the correct version for signing this afternoon and can see that this has already been signed and returned to me – thank you and I do apologise for any inconvenience caused.

Initial letter to Mr Walker's solicitors

As previously discussed, our priority is contacting Mr Walker's solicitors confirming that we are now instructed before their deadline of 13 January to avoid Mr Walker escalating matters. I assume from your recent correspondence that you have not contacted Mr Walker's solicitors directly to inform them that you are seeking legal advice and therefore, with your agreement, I will prepare a short letter to this effect. I would be grateful if you could kindly confirm whether you are in agreement, and I will aim to provide you with a draft letter by tomorrow morning for your approval before emailing across to Mr Walker's solicitors by close of business tomorrow.

Once we have written to Mr Walker's solicitors as per the above, I suggest that we arrange a telephone call next week to discuss how we will be approaching our letter in response to Mr Walker's solicitors' letter dated 13 December 2024. This will give me enough time to review all the documentation and your updating instructions before we speak.



Irene Spalletti <irene.spalletti@gmail.com>

RE: Your Property Matter - draft letter for your consideration

2 messages

Lucy Cornish <lc@southgate.co.uk>
To: Irene Spalletti <irene.spalletti@gmail.com>

10 January 2025 at 11:30

Hi Irene,

Thank you for your email below.

Please see attached the following documents for your records:

1. Client care letter dated 10.01.25
2. Initial letter of advice dated 10.01.25

Please also see attached draft initial letter to Mr Walker's solicitors for your consideration. I would be grateful if you could kindly let me know as soon as possible whether you would like me to make any amendments before emailing across to Mr Walker's solicitors by close of business today. I will not send the letter without first obtaining your approval.

Full response letter

Thank you for your instructions.

I will go ahead and consider all documentation and your updating instructions with the view to commence preparing a full letter in response by next week.

If there is anything outstanding or I have questions before I begin drafting the letter, I will write to you. Otherwise, hopefully, I have everything I need to provide you with a first draft for your review.

I look forward to hearing from you regarding the attached draft letter – any questions, please do let me know.

Regards

Lucy Cornish | Family Law Solicitor

southgate solicitors

Third Floor, Crown House,

47 Chase Side, London, N14 5BP