

Mr A Wills  
6 Oaklands Way  
Titchfield Common  
Fareham  
Hants  
PO14 4LE

Our Ref: WC/3885

15 October 2021

*Also by email: Andrew Wills <andrew.j.wills@gmail.com>*

**PRE ACTION LETTER OF CLAIM**

**Do not ignore this notice of intention to commence legal proceedings**

Dear Mr Wills

**Our Client: Mrs Bernadette Rogers**  
**Re: Estate of the late Ursula Wills ("Mrs Wills")**

1. We act for Mrs Bernadette Rogers ("**our client**") in relation to her claim in her capacity as creditor to the estate of Mrs Ursula Wills. This letter is intended to give you notice of our client's intention to initiate proceedings against you for recovery of the fees owed to her for the care provided to Mrs Wills during the last years of her life. We refer specifically to our correspondence of 15 June 2020, 15 July 2020, 2 September 2020, 29 January 2021, 30 April 2021 and 26 July 2021 which put you on notice of this dispute. Copies are enclosed for your ease of reference.
2. This letter is being sent in accordance with the Practice Direction on Pre-action Conduct and Protocols (the Pre-action PD) contained in the Civil Procedure Rules (CPR). In particular, we refer you to paragraphs 13 to 16 of the Pre-action PD concerning the court's powers to impose sanctions for failing to comply with its provisions. Ignoring this letter may lead to our client commencing proceedings against you and may increase your liability for costs.
3. This letter is sent without prejudice to our client's secondary position as a residuary beneficiary of the estate under Mrs Ursula's will and any separate proceedings and is strictly in relation to our undisputed client' claim as a creditor of the estate.

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registered in England No. 06328915.  
Registered address: 6 Cadbury Close  
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Authority No. 469549

4. This letter is also sent pursuant to Notice, ID: 3584587, published on 30 June 2020 given pursuant to section 27 (Deceased Estates) of the Trustee Act 1925. Owing to our earlier correspondence we confirm that you have been given sufficient notice of our client having a claim against or an interest in the estate of Mrs Wills beyond that as a beneficiary and you have been furnished with particulars in writing of this claim before the date specified in the notice, namely 6 September 2020. After this date you are only entitled to distribute the estate among the persons entitled thereto, having regard to our client's claim and interests.

### **Background**

5. Without rehearsing the contents of earlier correspondence we set out the background of the matter as is relevant to give rise to the claim.
6. In September 2017 Mrs Wills moved in with our client and her husband. Given Mrs Wills' advanced age, it was agreed within the family that our client would become Mrs Wills' primary carer and she moved into our client's home where she and her husband provided round the clock care for her.
7. In or about August 2018 Mrs Wills' health declined and she was diagnosed with dementia and required additional assistance which our client was happy to provide. Before her diagnosis both you and our client were appointed joint Power of Attorney ("POA") to deal with Mrs Wills' affairs.
8. From September 2017 our client devoted her life to caring for Mrs Wills and following a short stay at hospital in early April 2020, Mrs Wills returned to our client's home where she was cared for by with additional support provided by some nursing and GP services.
9. On 19 April 2020 Mrs Wills unfortunately passed away aged 92 at our client's home.
10. On or about 18 April 2020, the day before Mrs Wills' passing, our client spoke to you about Mrs Wills' deteriorating state of health. It is recalled that she reminded you that she had not yet taken any money for the care provided to Mrs Wills or expenses for the time she had been caring for Mrs Wills. It is noted that you replied to the effect of '*just take it*'. To interpolate, in an email to our client to you dated 1 June 2020 you stated "*You are due payment for Mum's care and this has never been disputed.*" Copy enclosed.
11. Our client therefore has reasonable expectation that she is duly entitled to payment for not just her and her husband's time for looking after Mrs Wills, but also the additional expenses she had incurred such as food, essentials, utilities and ad hoc care and support.

### **Calculating costs**

12. Given the duration and level of care our client provided to Mrs Wills since September 2017, it is modestly estimated that £150 per day would be reasonable and calculated that our client's overall compensation over 900 days would be £135,000.

13. Our client provided you an invoice for £135,000 by email on 2 June 2020, which worked out at £150 per day for 900 days of care. The daily amount reflected the 24 hour, 7 day per week care inclusive of all associated expenses and compensation incurred during this time.
14. As such our client intends to initiate proceedings for the full amount deemed reasonable and owing.

#### **Reasonableness of costs**

15. It is asserted that this was by far the most cost effective option given the rates which local and suitable independent care homes would have charged and moreover Mrs Wills refused to go into a care home and repeatedly expressed that she wanted to be with family that she trusted.
16. Whilst our client was of course happy to be able to help, this effectively meant that our client's life was on hold for several years, as Mrs Wills was not well enough to be left at home alone, so that even something as simple as going out for dinner was extremely difficult, if not impossible.
17. Had Mrs Wills had to pay for care, there would have been considerably less resources left in the estate for the rest of the family to inherit and as such was a benefit to you. Our client felt that not only was she providing an irreplaceable level of care to Mrs Wills, but also that she was also saving the family money and ensuring that none of the rest of the family had to look after her.
18. Enclosed is a detailed comparison that our client has diligent compiled of local care homes and the overall costs which were likely to be incurred had Mrs Wills had stayed in an external care home.

#### **Admission to pay expenses**

19. Further to your letter of 13 August 2021 we note that you confirmed the *"estate will be receptive to paying your client reasonable out of pocket expenses incurred in the 2 ½ years Mother lived at Bern's house in Bristol."*
20. As such our client has calculated her out of pocket expenses, included with the overall claim sum as follows:

a. 1/3 usage of expenses from First Direct:	£ 14,920.85
b. 1/3 usage of expenses from Mastercard:	£ 15,525.74
c. Costs incurred by our client on behalf of Mrs Wills	£ 7,749.05
d. Tena Pads (4 per day (minimum) at £12 per box, then prescription)	£ 1,100.00
e. Prescription Tena Pads and Fybogel	£ 366.67
<b>TOTAL:</b>	<b><u>£ 38,928.97</u></b>

## Expenses

21. The First Direct expenses include:

a. 1/3 share of utilities:

- i. Bristol CC Tax
- ii. Bristol Wessex water
- iii. BT
- iv. TV licence
- v. Virgin Media
- vi. E.On Energy
- vii. Pure Planet

b. 1/3 share of Food costs:

- i. Stream Farm
- ii. Harvest
- iii. Riverfood

c. 1/3 share of Household adaptations as a direct result of Mrs Wills:

- i. Harvey Heating
- ii. M Giddings decorating
- iii. Too Good Cleaning costs
- iv. Tailored Flooring costs

22. The Mastercard expenses include 1/3 share of:

- a. food and household expenses
- b. media expenses
- c. phone costs
- d. car costs
- e. miscellaneous costs incurred solely for Mrs Wills
- f. chemist costs incurred solely for Mrs Wills

23. The miscellaneous costs incurred by our client on behalf of Mrs Wills (which were not repaid) include:

- a. Costs incurred towards gifts for birthdays, Christmas and weddings
- b. Travel expenses
- c. Car costs (DA65AXK)

24. These items are not an exhaustive list but are the minimum costs incurred over the time. In any event our client expects payment of £38,928.97 by return.

25. We confirm that these costs are inclusive within the overall claim sum and as such the remaining balance owed to our client for care costs stands at £96,071.03.

26. Outside of the reasonable expenses incurred and set out above, the balance of £96,071.03 amounts to a daily rate of circa £106.75 per day for care costs, which is by far even more reasonable for the care provided by our client to Mrs Wills.

### **Position of the parties**

27. It has never been denied that our client is entitled to compensation, however the dispute appears to be over the quantum of the compensation.
28. It is also a concern of our client that, despite having knowledge of our client's claim and interest in the estate as a creditor, owing to earlier correspondence within time of the notice, our client has suspicions that you have already begun to dissipate the estate amongst the residuary beneficiaries. Please confirm the position of the estate by return.

### **Relevant documents**

29. We enclose copies of the following documents that are relevant to this matter:
- a. Correspondence
  - b. Care costs comparison
30. Please confirm that you will take proper and appropriate steps to ensure no relevant documents, including electronic documents, that are in your control, are altered, lost, destroyed or disposed of pursuant to paragraph 7 of CPR Practice Direction 31B.

### **Our Client's claim**

- 31. Expenses as per paragraphs 20 & 24;
- 32. Balance of reasonable daily costs as per paragraphs 25 & 26; and
- 33. Legal fees

### **Immediate Action required**

34. Our client requires you to, by return:
- a. Pay the expenses claimed at paragraph 20 and 24 above;
  - b. Pay the balance of reasonable daily costs as per paragraphs 25 above;
  - c. Confirm the position of the estate and whether it has been dissipated to other residuary beneficiaries; and
  - d. Provide your substantive response to this letter within 7 days.

35. Payment can be made to:

Kleyman & Co Solicitors Limited  
Lloyds Bank  
Account Number: 65925368  
Sort Code: 30-99-86

36. In the absence of the action requested being performed, we are instructed to issue and serve proceedings without further notice and to seek an order from the court that the expenses be duly transferred as originally intended.

### **Conduct of the parties**

37. To date you have failed to cooperate with our client and resolve this matter in an amicable or reasonable manner. Our client reserves the right to bring this to the attention of the court in the absence of a resolution.

### **Alternative Dispute Resolution**

38. We are of the view that this matter does not need to be unnecessarily escalated and can be resolved through sensible and reasonable discussion and agreement. However, our client has serious concerns as to the approach you have taken to this matter as it pertains to our earlier correspondence and is affording you the opportunity now to resolve this matter without the need for judicial involvement.

39. In the event you dispute our client's claim then our client invites you to participate in mediation with an aim to resolve this dispute. Please confirm within 7 days whether you are agreeable to this and if not, why not.

### **Next Steps**

40. In the absence of a resolution, or satisfactory response, our client reserves all of her rights, including the right to commence proceedings against you, and any other parties as necessary, without further notice to you and seek to recover the costs of the same, including:

- a. Initiate a Part 7 debt claim for the full outstanding balance; or
- b. Initiate a Part 8 claim for judicial determination on her entitlement and the quantum.

as our client sees fit.

As set out above, ignoring this letter may lead to our client starting proceedings against you and may increase your liability for costs.

We recommend you take independent legal advice on the contents of this letter.

We look forward to hearing from you within 7 days of this letter and by no later than 4pm on 22 October 2021.

Yours sincerely

*Kleyman & Co*

**Kleyman & Co Solicitors**

Encl.

Mr A Wills

Our Ref: WC/3885

Your Ref: TBC

*Only by email:*

*Andrew Wills <andrew.j.wills@gmail.com>*

15 June 2020

Dear Mr Wills

**Our Client: Mrs Bernadette Rogers (“our client”)**

**Re: Estate of the late Ursula Wills (“Mrs Wills”)**

We confirm that we have been instructed by our client in respect of the dispute relating to funds received from the estate of the Mrs Wills in consideration of invoice dated 2 June 2020 in respect of care provided to Mrs Wills by our client.

We have had sight of your email dated 8 June 2020 which includes serious allegations, the contents of which are denied.

For the avoidance of doubt, please rest assured that the transfer of the funds was taken with your consent and without malicious intent. Our client always acted in good faith on the promise of “proper compensation” for the tireless and selfless care provided to Mrs Wills for a considerable time. Our client also confirms the entire amount transferred remains untouched pending resolution of this matter.

We appreciate that this matter can essentially be surmised as there being some degree of disparity in what you and our client consider to be reasonable costs for the level of care provided. As you are aware, our client has charged the reasonable sum of £150 per day for the 24-hour care, accommodation and support provided to Mrs Wills for 900 days, totaling a claim in the amount of £135,000.00.

In the interest of moving forward in a productive and cooperative manner we propose all parties, including all siblings, refrain from using volatile and aggressive language and making unfounded threats and allegations, and instead focus our combined efforts on reconciling this matter in a just and rational manner.

To bring this matter to a swift resolution, and to alleviate any concerns about the funds, if you agree to attempt to reconcile this matter, our client is willing to transfer the disputed amount, namely the sum of £100,000, into our firm’s client account, to be held untouched and on account pending resolution of this matter. Undertakings pertaining to the same to follow once agreed but to not exceed a period of three months from date of transfer. Our client will also refrain from taking further action with respect to any amount due under the invoice.

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As our client is undeniably entitled to “proper compensation” for the extensive care provided, we welcome your reasonable proposals to compensate our client at a daily rate. We trust this will take into consideration the substantial time and faultless effort our client put into the care of Mrs Wills since September 2017 until her passing.

For context, our client lived altruistically for the last two years and seven months caring exclusively for your mother, including providing round the clock care for your ailing mother in difficult circumstances when no other option of care was ever discussed. Our client was solely responsible for the care of your mother including numerous hospital and dementia appointments, trips to Norfolk and Lincoln and providing daily medical support. During the period of care our client was unable to travel or make family or life plans and our client paid all of Mrs Wills’ living expenses, including food, travel and accommodation. Whilst our client absolutely does not begrudge her decision to be the primary care provider for your mother and cherishes the time they were able to spend together, the contribution towards ensuring your mother’s quality of life and the impeccable standard of care provided can in no way be diminished.

As such we trust any proposals will take into consideration not just the fact the care was provided, but also the entire circumstances and sacrifices our client made to ensure your mother had the best care possible.

If the above is not agreeable then our client invites you, in your capacity as Executor to Mrs Wills’ estate, to enter into formal mediation to resolve the dispute and provide by return the name of three independent, suitable mediators for our client’s mutual agreement.

In preparation of mediation, each party will be expected to provide and disclose comparative care costs to substantiate their position, something our client is confident in producing. We trust that you can appreciate the potentially significant costs of formal mediation, which can easily be avoided if parties can find a mutually agreeable resolution to the matter.

We trust this matter can be resolved amicably and that relationships do not need to be strained.

We look forward to hearing from you by return.

Yours sincerely



**Kleyman & Co Solicitors**

6 Cadbury Close  
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Our Ref: WC/3885

15 July 2020

Mr A Wills  
6 Oaklands Way  
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Hants  
PO14 4LE

*Also by email:*  
*Andrew Wills <andrew.j.wills@gmail.com>*

Dear Mr Wills

**Our Client: Mrs Bernadette Rogers ("our client")**  
**Re: Estate of the late Ursula Wills ("Mrs Wills")**

We write further to your letter received by email on 2 July 2020. With respect to the contents of your letter, your position is misinformed and purports to malign our client. For the avoidance of doubt our client categorically denies any wrongdoing and your position seeks only to frustrate matters further.

Our client maintains that the funds retained by her are duly owed in respect of the care provided to your late mother as per the invoice raised dated 2 June 2020. We confirm that these funds transferred towards the invoice sum were done so on your invitation and with your express consent and authorisation, as given directly to our client in your telephone call on 18 April 2020. In the call referred to, pertaining to the costs our client was owed for the care you confirmed that our client could "just take it" and as such gave permission for our client to transfer the funds. In order to ensure that there were reserves available in the accounts for costs and expenses to deal with the estate, our client elected not to close the account but instead transferred part of her entitlement on the understanding that her reasonable costs for the care, as set out in her invoice, would be met by the estate. Taking into consideration the above we trust that your groundless and unjustified allegations of fraud and theft will now cease.

Your explicit consent confirms that no theft took place. In a subsequent phone call with our client and her husband on Wednesday 3rd June you stated that you thought our client would take only £30,000 not £135,000.

Our client now requests the outstanding amount of her invoice in the sum of £35,000. Please consider this a formal final demand for payment, failing which our client will explore her further legal options including but not limited to a claim against the estate. Our client demands payment of the outstanding amount of £35,000 within 14 days of this letter and by no later than 29 July 2020.

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For your information, in your capacity as executor of the estate of Mrs Wills, our client has collated comparative costs for the care provided to your late mother. A comparison is attached for your ease of reference. You will no doubt note that our client's invoice is significantly less than the alternative options for the suitable level of care your mother required. As such our client is confident that any claim she intends to bring will be deemed fair and reasonable in the circumstances, for you to say otherwise is disingenuous and factually flawed.

We take this opportunity to reiterate that our client took an exclusive responsibility for the care of Mrs Wills. Your late mother required someone be with her in the house at all times, under no circumstances could Mrs Wills be left unattended. Our client cared for Mrs Wills and assisted in the care for the various medical conditions your late mother suffered, including but not limited to dementia, faecal incontinence, pain and distress from a rectal prolapse, angina, cataracts, glaucoma, deafness and intermittent constipation. As we are sure you can appreciate, Mrs Wills' medication required full supervision which our client selflessly provided. Our client also ensured that your late mother attended her numerous medical appointments at three hospitals, her various GPs, optician, dentist, chiropodist, podiatrist and audiologist, all at a personal cost to our client.

During the 30 months, we understand that our client's siblings would frequently thank our client and her husband Jon for their selfless care of Mrs Wills.

Mrs Wills frequently expressed concern that she did not have enough money to pay for her care and was always reassured that you and our client had this covered. Our client did not seek funds earlier as her priority was to ensure that there were sufficient funds for further, high quality dementia and nursing care to be provided, should it have proved necessary.

Whilst we trust the external costs enclosed here are no surprise to you, we also note that prior to our client providing care for Mrs Wills, you did not offer to look after your late mother and another sibling (Richard) was living abroad. The remaining siblings (Maryanne, Shaun and Jane) did at times provide very temporary care for Mrs Wills in April 2018 when our client went abroad. The remaining siblings (Maryanne, Shaun and Jane) did between them provide temporary care for Mrs Wills in April 2018 when our client went abroad. Maryanne also provided some additional care, for example for holidays in Devon. My client's invoice identified Maryanne 25 days, Shaun 10 days and Jane 5 days of care respectively.

We are informed that when discussing long term care options, Shaun told our client that he would not do it for less than £4,000 p/m and Jane said that she would not do it for less than £3,000 p/m. We understand that Maryanne has suggested at some point that she might have provided the care for £1,000 p/m, but when she was asked by our client to assist on a number of occasions, she was often not in a position to do so. Most recently Maryanne had said that it would be better for Mrs Wills to go into respite nursing care as her own access to GP services in Cranwell Village was limited. As such, given the realities of the level of care required by Mrs Wills and provided by our client, we do not believe that Maryanne's estimation would have been maintained given her apparent difficulties to provide even temporary care for Mrs Wills on occasion. We also note that it was your late mother's wishes to not be put into external care and would become emotional at the prospect, and as such our client helped your late mother realise her wishes by providing personal care and terminal care for her in difficult circumstances.

In light of the above we are confident that our client's claim is legitimate and that the costs claimed are reasonable in all the circumstances. Our client looks forward to receiving payment of the outstanding balance of £35,000 within 14 days of the letter and in any event on or before 29 July 2020.

Our client has also expressed serious concerns over your ability to remain impartial in performing your duties as executor of the Mrs Wills' estate. We note there appears to be some discrepancy in some of the assets realised, including amongst the asset of coins, a particularly valuable coin. We also understand that through your influence exercised in the drafting of Mrs Will's will, the asset of "coins" were left to yourself and the male siblings as you were aware of the value of specific coins, most notably the King Charles II coin which is not amongst the others at your late mother's home in Bristol. Please confirm by return that the King Charles II coin has been identified and who currently possesses it.

For now, our client will prioritise the recovery of her care costs before exploring the specifics of the estate and the preparation of the will.

Please confirm receipt of this correspondence by return and arrange the outstanding payment of the £35,000 within 14 days of this letter and by no later than 29 July 2020.

Yours sincerely

A handwritten signature in cursive script, reading "Kleyman & Co". The signature is written in dark ink and is positioned above the printed name of the firm.

**Kleyman & Co Solicitors**

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PO14 4LE

6 Cadbury Close  
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Our Ref: WC/3885

2 September 2020

*Also by email:*  
*Andrew Wills <andrew.j.wills@gmail.com>*

Dear Mr Wills

**Our Client: Mrs Bernadette Rogers ("our client")**  
**Re: Estate of the late Ursula Wills ("Mrs Wills")**

We write further in the above matter.

We have recently been provided with correspondence dated 21 August 2020 sent from you directly to our client. Please be informed that as our client is legally represented we expect all correspondence to be sent via this firm marked for our attention. As we continue to correspond on this matter, please ensure any correspondence you send, or will otherwise be sent by other interested parties, regarding this matter is directed to this firm.

As you can no doubt appreciate, and have accepted previously, our client is rightfully entitled to compensation for the care provided to your late mother during her last years. Our client has raised an invoice for the same and provided you with comparative costs for the care your mother could have incurred.

The money was withdrawn by our client with your verbal consent and at all times has acted in good faith and tried to keep an open discussion with you regarding the compensation she is entitled to. Our client has commented on the baseless allegations in earlier correspondence (15 June 2020) and for the avoidance of doubt her position remains unchanged. Moreover, the tone and contents of your correspondence received to date have not been reciprocal of our client's efforts to look towards actively resolving this matter.

Our client appreciates your fiduciary duties as executor of the estate but these include settling all debts of the estate too. Our client's invoice makes her a creditor of the estate, as well as a beneficiary and as such our client's claim to the compensation should be resolved forthwith and any funds retained should not form part of the pot to be distributed as per your late mother's will. For the avoidance of doubt please be informed that any claim made against our client on behalf of the estate will be met with a counterclaim for the outstanding sum under the invoice raised.

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We trust the above is not necessary and we can come to an arrangement which suits all parties and that this matter can be resolved amicably.

Our client maintains that the invoice submitted is fair and reasonable in all the circumstances and has evidenced the cost of equivalent private care, as such our client maintains that her claim for the outstanding balance of £35,000 is legitimate. Our client did not appreciate the facetious comments made in your last correspondence; these were neither helpful nor progressive. Our client worked tirelessly for a number of years to provide the best care for your mother with minimal assistance from her siblings throughout this difficult period of your mother's ill health, and this unequivocally entitles her to the rightful compensation.

Our client is reluctant to return the funds at this time as there have been absolutely no assurances from you as Executor that our client will be duly paid a fair sum for the care she provided. Our client has always maintained that she is willing to having a frank and open discussion with you and has invited you to a mediation to agree her compensation. If this is still something you are not willing to explore then we propose a roundtable meeting to try and resolve this matter.

Our client is not willing to continue to engage in endless correspondence if there is does not appear to be a sensible and forthcoming resolution in sight. As such we suggest you take independent legal advice on the contents of this letter and substantively respond to us. Our client welcomes your thoughts and input on the above and hopes to be able to resolve this matter soon, but we do require your cooperation and rational engagement from you.

We look forward to hearing from you.

Yours sincerely

A handwritten signature in cursive script that reads "Kleyman & Co".

**Kleyman & Co Solicitors**

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Mr A Wills  
6 Oaklands Way  
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Our Ref: WC/3885

29 January 2021

Also by email: *Andrew Wills* <[andrew.j.wills@gmail.com](mailto:andrew.j.wills@gmail.com)>

Dear Mr Wills

**Our Client: Mrs Bernadette Rogers ("our client")**  
**Re: Estate of the late Ursula Wills ("Mrs Wills")**

We write further in the above matter.

As you are aware our client has continued to cooperate with you (and the police) in order to bring around a resolution to this protracted and distressing matter. However, we note that you frustratingly insist on continuing to attempt to report our client to a number of authorities and institutions to pursue this baseless criminal agenda you have conceived.

We remind you that, despite your misguided assertions, this remains a civil matter and as such we encourage you to engage with us to find a solution to this matter. We also take this opportunity to remind you of your fiduciary duties to the estate of the late Ursula Wills in your capacity as Executor. Our client remains concerned that you are failing to have proper conduct and administration of the estate and we have advised our client of her rights as a beneficiary of the estate.

Whilst it is not our place to provide you with legal advice, we do encourage you to seek professional advice on your duties and obligations as Executor. Our client is concerned that significant time has passed without any progression with administering the estate and as such we request an update from you as to the current position of the estate and what steps you have taken. Again, without overstepping our position, any experienced legal professional would direct you, in the event you are unsure what to do next, to apply to court to seek directions. We invite you to seek further advice on this point and have solicitors revert to us on this.

Notwithstanding the above, and in her capacity as a Beneficiary, our client also requests an explanation from you as to why you have clearly failed to seek professional advice to date in respect of the estate.

As you are aware the £100,000 in question regarding restitution for our client's care provided to your late mother remains untouched in a designated account. We write now also to put you on notice that, given the verbal admission from you to our client on 3 June 2020 (which has not been denied by you) you believed our client would take £30,000 towards the costs. Given this is part of the sum which is

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undisputed our client will, in seven (7) days of this letter, transfer the undisputed sum to her personal account.

The remainder of the balance will remain in a designated account and will form the basis of any quantum meruit claim. This is to say that there is no dispute that our client is owed something, as accepted by you previously, but the issue is over the sum that is owed. We trust you can see how this falls within the remit of a civil claim and is not a criminal matter.

In the event you wish to contest our client transferring the undisputed sum then we invite you to take legal advice on your options for (and prospects of successfully) applying to prevent the same. In the event we do not hear from you, or preferably your solicitors, within 7 days then our client will proceed with the transfer of the undisputed sum and will explore her option to issue Part 8 proceedings for a determination from the court that the outstanding balance is rightfully owed.

We also wish to address a matter first raised in our correspondence dated 15 July 2020 regarding the whereabouts of certain valuable coins from your mother's collection. Your response dated 29 July 2020 is insufficient and skirts around the issue which raises serious concerns for our client as beneficiary of the estate. We again highlight the significant amount of time which has passed since this issue was raised and that these coins as referred to in earlier correspondence have still not yet been properly accounted for. Please confirm who possesses them and their whereabouts by return. In the event you fail to properly address our client's concerns on this matter our client reserves her right to report this issue to the police for investigation.

We also wish to inform you that we have advised our client of her right as beneficiary to make any applications as to the administering of the estate which she feels appropriate and put you on notice that our client reserves her right to make the same. We bring to your attention the possibility of an adverse costs order being made against you.

Our client is deeply saddened that this issue has escalated to the point it has and is of the reasonable opinion that if you had taken legal advice on this matter from the outset then this could have been resolved much sooner. There is, by your own admissions, no dispute that our client is owed compensation for the care provided to your mother and the allegations of criminal activity has hindered the amicable resolution of this matter to date. We again invite you to take professional advice on this matter and have your solicitors respond to this letter by no later than 5 February 2021.

We look forward to hearing from you.

Yours sincerely



**Kleyman & Co Solicitors**



Andrew Wills

*Only via email: andrew.j.wills@gmail.com*

Our Ref: WC/3885

Dear Mr Wills

30 April 2021

**Our Client: Mrs Bernadette Rogers (“our client”)**  
**Re: Estate of the late Ursula Wills (“Mrs Wills”)**

We write in response to your letter dated 31 March 2021.

Please find enclosed photographs of the items currently in our client’s possession as requested.

Our client has instructed us that she previously sent you photographs of your late mother’s valuables on 26 June 2020, and these are the same photographs enclosed again for your ease of reference. We also note that on or around 3 July 2020, our client asked you to arrange a courier to collect these items, and her daughter, Jo, emailed you to organise collection on 31 August 2020. Our client confirms that you are still welcome to arrange for a courier to collect the items. Please let us have your proposals of dates/times so we can arrange a mutually beneficial time with our client for these items to be collected.

You may also remember that you previously agreed with our client that she could organise your late mother’s jewellery with her sisters, this is still what our client intends to do. In addition, the two Norfolk paintings you mention were gifted to our client by your late mother some time before her passing. Therefore, the paintings do not form a part of the estate and our client will retain these.

Also, just for your information, by chance our client has now managed to locate additional coins previously referred to in correspondence, photograph enclosed, and a necklace. Our client will keep this necklace with the rest of the jewellery. The coins may be collected at your convenience.

We also wanted to check whether you had been able to review the detailed list of our client’s expenses in relation to your late mother’s care, which was sent over in August 2020 at your request. We would be grateful if you could have a look at this and let us have your comments on what costs you consider reasonable for our client’s care of your late mother.

We look forward to hearing from you.

Yours sincerely

*Kleyman & Co Solicitors Limited*

**Kleyman & Co Solicitors**  
Encl.

Mr A Wills  
6 Oaklands Way  
Titchfield Common  
Fareham  
Hants  
PO14 4LE

Our Ref: WC/3885

26 July 2021

*Also by email:*  
Andrew Wills <andrew.j.wills@gmail.com>

Dear Mr Wills

**Our Client: Mrs Bernadette Rogers (“our client”)**  
**Re: Estate of the late Ursula Wills (“Mrs Wills”)**

We write further in the above matter and further to your email sent directly to our client of even date, timed at 11:33am.

Our client has already been informed by Lloyds Bank that the funds in dispute have been removed from her account by way of indemnity and credited to your account as Executor of Mrs Wills’ estate.

As you are aware, our client has a legitimate claim to those funds as compensation for the lengthy care provided to Mrs Wills.

Whilst the matter is still subject to investigation, of which we are confident our client will be entirely absolved, we write to seek your express agreement as Executor to:

1. ring fence the funds in dispute; and
2. not disseminate or otherwise dissipate the funds pending resolution of our client’s claim.

We put you on notice that as a creditor of Mrs Will’s estate, and as there is risk of dissipation, our client reserves the right to initiate proceedings against the estate to protect her interests, including emergency injunctive relief.

As we are sure you can appreciate, and by your own admission, this is not a matter of whether our client is entitled to payment for the care provided but is a question of how much our client’s entitlement is. If this cannot be resolved by agreement, then our client will be left with no alternative but to seek judicial determination on her entitlement.

Please also be informed that in the event the funds are dissipated, then any recipient of any part of the funds may incur personal liability to our client.

We trust that further action in relation to the compensation our client is deservedly entitled will not be necessary, and that parties can reach an amicable agreement on the amount payable.

As you are aware our client currently calculates her entitlement at £135,000 as previously noted in correspondence and evidenced by the invoice and breakdown previously provided. To date you have not engaged with us in relation to agreeing a figure and we take this opportunity to invite you to write, under cover of without prejudice correspondence, to commence negotiations.

Our client reserves the right to comment further on the alleged entitlement and bring this correspondence to the attention of the court, if necessary, on the matter of conduct and costs.

We hope to hear from you by return confirming your agreement to the two points mentioned above and further in relation to our client's entitlement.

Yours sincerely

A handwritten signature in cursive script that reads "Kleyman & Co".

**Kleyman & Co Solicitors**

Care costs for Ursula wills

Based on daily cost of alternative care over 900 days - all costs are based on research of options at the time											
	24/7 care	Medical Support	Dementia Care	Accommodation	Daily rate	Total for 900 days	Expenses (see below)	Direct expenses incurred	Costs + Expenses	Total cost	What Ursula wanted
At home, 6-hour day care (Southrepps)					180	162,000	0	0	162,000	162,000	
Comments			Extra cost	In own home	Home Instead	Not suitable for medical issues	At £24.28 (food for carer excluded)	See costs below		Total saving of £48,857 + exp	Refused & not suitable
At home, 24-hour day care (Southrepps)					315	283,500	0	0	283,500	283,500	
Comments				In own home	Home Instead costs in Cromer		At £34.28 (food for carer required)	See costs below		Saving of £179,357 + exp	Refused
Nursing House (Sleaford, Lincoln)					257	231,300	0	0	231,300	231,300	
Comments				Ursula in a home	£4k per month		Food and accom included. £4.28	See costs below		Saving of £100,000 + exp	Refused
Nursing House (Bristol)					243	218,700	0	0	218,700	218,700	
Comments				Ursula in a home	£1,700pw		At £34.28 (food for carer required)	See costs below		Saving of £100,000 + exp	Refused
At home Bern					150	135,000	0	0	135,000	135,000	
Comments	Someone always at home	Prolapse, medication and ongoing care	Additional support provided and organised	At home with family	Includes loss of income from childcare of £67 per day	As invoiced	Food, accom and other expenses included as part of daily rate	Direct expenses have been included as a part of the daily rate	This is the actual cost of the care with direct expenses, food and accom	Discounted invoice (-X%) or £86 pd	Agreed
At home other family member					83	74,700	0	0	74,700	74,700	
Comments	Unknown if someone is at home. Ursula was unable to be left alone.	Unknown if any medical training - unable to get easy access to GP or healthcare	Unknown if support provided and organised	At home with family	Assumes lowest offer from Maryanne at £20,000pa (i.e. £12k pro rata)		Included for comparison. Assumes same costs as Bern incurred	See costs below. Assume to be charged in addition	This is the actual cost of the care with direct expenses, food and accom	Note: this does not include any additional carers required when not at home.	Refused. Not a viable option. No action taken by family to take over