

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

