

6 Cadbury Close  
Whetstone  
London  
N20 9BD

Our Ref: WC/3885

15 July 2020

Mr A Wills  
6 Oaklands Way  
Titchfield Common  
Fareham  
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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Authority No. 469549

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 that reads "Kleyman & Co". The signature is written in dark ink and is positioned above the printed name of the firm.

**Kleyman & Co Solicitors**

## Comparative 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	£22,500	£500	£185,000	£184,500	✗
Comments	Extra cost	Extra cost	Extra cost	In own home	Home Instead	Not suitable for medical issues	At £24.28 (food for carer excluded)	Unknown - add to total cost		Total saving of £48,857 + exp	Refused & not suitable
At home, 24-hour day care (Southrepps)	✓	✓	✓	✓	£315	£283,500	£31,500	£500	£315,500	£315,000	✗
Comments				In own home	Home Instead costs		At £34.28 (food for carer required)	Unknown - add to total cost		Saving of £179,357 + exp	Refused
Dementia Care Home (Sleaford)	✓	✓	✓	✓	£257	£231,300	£4,500	£500	£236,300	£235,800	✗
Comments				In a care home	£4k per month		Food and accom included. £4.28	Unknown - add to total cost		Saving of £100,000 + exp	Refused
Dementia Care Home (Bristol)	✓	✓	✓	✓	£242	£217,800	£4,500	£500	£222,800	£222,300	✗
Comments				In a care home	£1.7k per week		Food and accom included. £4.28	Unknown - add to total cost		Saving of £87,000 + exp	Refused
At home Bern	✓	✓	✓	✓	£150	£135,000	£31,500	£25,000	£191,500	£135,000	✓
Comments	Someone always at home	Prolapse, medication and ongoing care	Additional support provided and organised	In family home with children and grandchildren visits	As invoiced	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	Agreed

### Estimated direct expenses to be added to all options (where relevant) on a weekly basis

	Cost assumption	Per week total	Home 6-hour	Home 24-hour	Nursing home	Bern
Travel to Church once per week (assuming Southrepps to N Walsham) - £20	£20 per trip - one trip per week	£20	£2.86	£2.86	£2.86	£2.86
Travel to Hospital, chiropody, eye, ear and doctor appointments (assuming Southrepps to Norwich/Cromer) - £30 per trip	£30 per trip - a trip per fortnight	£15	£2.14	£2.14	£2.14	£2.14
Food (assuming delivered directly) and, if carer, includes double costs for feeding carer	£10 per day	£70	£10.00	£10.00		£10.00
Food for carer (if not included)	£10 per day	£70		£10.00		£10.00
Accommodation costs (if not included) (assuming basic council tax, electricity, water and gas) - £300 per month	£300 per month	£70	£10.00	£10.00		£10.00
		£245.00	£25.00	£35.00	£5.00	£35.00

### Losses and costs incurred by Bern as a direct result of Ursula being at home - not charged as additional expenses

	Direct expenses for Bern	Direct expenses in home
Bedroom carpet needs replacing. Deep clean others (incontinence issues)	£1,000	£0
Car - she needed transportation - we walk or cycle	£7,000	£0
Two weddings - hotel, travel etc	£1,000	£0
Bern lost her childcare income	£15,000	£0
Missed holiday	£500	£0
Coffees, lunches and entertainment	£500	£500
	£25,000	£500