

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