

Fw: Letter of Claim – Procedural Defects, Caveat Misuse, and Required Disclosure

From: Rewired Rewired (re_wired@ymail.com)

To: n.matin@barnsandpartners.com

Date: Tuesday, 21 July 2026 at 17:15 BST

EMAIL TO NAZ MATIN

(Barnes & Partners)

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Subject: Follow-up to Pre-Action Conduct Letter & Confirmation of Evidence Provided

To: n.matin@barnsandpartners.com

From: Mr. Simon Paul Cordell

Dear Ms. Matin,

I am writing further to our telephone conversation on **21 July 2026**, and to ensure that you are now properly in receipt of my **full Pre-Action Protocol response**, which I will forward again through Yahoo Mail along with the original attachment.

During our call, several important matters were clarified, and I wish to formally record them so that there is no misunderstanding going forward.

1. My Correct Identity & Mis-Service of Documents

You confirmed during the call that your firm has been sending correspondence addressed to “**Simon Benjamin**”, and that these letters were returned to you. As I explained, my correct legal name is:

Mr. Simon Paul Cordell DOB: 26/01/1981

I am **not** registered as “**Simon Benjamin**”, and therefore any documents addressed to that name cannot constitute valid service. This mis-identification has caused unnecessary confusion and delay, and I request that all future correspondence is correctly addressed to me.

2. Your Admissions Regarding the Motive for Action “TOLATA”

During our conversation, you stated that the other parties “**Want to Get the Money from The House.**” As the main reason on more than one occasion. This is now formally noted.

As discussed, a desire to sell the property is **not** a lawful basis for alleging exclusion under TOLATA. You also acknowledged that:

- **I Have Not Excluded Anyone** from The Property.
- **They Have Keys and Full Access**
- **You Have Provided No Evidence** of Exclusion
- **You Are Acting on Instructions, Not Verified Facts**

This aligns with the evidence I have already provided, including video footage, messages, and occupation history.

3. Caveat & Probate Issues

During our call, I stated that your firm lodged the caveat which has prevented me, as the eldest child, from obtaining administration of my late mother’s estate. You did not dispute, deny, or correct this, and instead responded:

“Sir, I do appreciate everything you're saying. At the end of the day, I'm a solicitor, so there's certain things I cannot say on the phone.”

Your refusal to comment, combined with the absence of any correction, leaves my understanding unchanged — that the caveat was lodged by your firm and that no formal grounds have yet been provided.

I have already served the first Warning at the Probate Registry and will forward the sealed copy once received. I request that you provide the formal grounds for the caveat without delay.

4. Evidence Already Provided

As stated in our call, I have already sent:

- [My Full Pre-Action Protocol Response](#)
- [Supporting Evidence](#)
- [Video Footage](#)
- [SMS And WhatsApp Messages](#)
- [Occupation History](#)
- [Title Document Analysis](#)

However, multiple Barnes & Partners email addresses **rejected** my correspondence, including:

- litigation@barnsandpartners.com
- enfield@barnsandpartners.com
- probate@barnsandpartners.com

Only info@barnsandpartners.com accepted the email.

For this reason, I will forward the entire package again to your direct email address as requested.

5. Request for Proper Review

Given the admissions made during our call, and the evidence already provided, I request that:

1. [You Review All Materials in Full Before Issuing Any Further Correspondence.](#)
2. [You Correct the Name on All Documents.](#)
3. [You Confirm Receipt of My Pre-Action Protocol Response.](#)
4. [You Provide the Formal Grounds for The Caveat.](#)
5. [You Reconsider the Appropriateness of Continuing Action Based On Incorrect Information and an Unfair Process.](#)

I remain willing to resolve matters properly and transparently, and I trust that your review will reflect the evidence now in your possession.

Thank you for your time. I look forward to your confirmation of receipt and your response once you have reviewed the forwarded documents.

Yours sincerely, **Mr. Simon Paul Cordell**

----- Forwarded message -----

From: Rewired Rewired <re_wired@ymail.com>

To: litigation@barnsandpartners.com <litigation@barnsandpartners.com>; probate@barnsandpartners.com <probate@barnsandpartners.com>; enfield@barnsandpartners.com <enfield@barnsandpartners.com>; info@barnsandpartners.com <info@barnsandpartners.com>

Sent: Monday, 20 July 2026 at 17:39:52 BST

Subject: Re: Letter of Claim – Procedural Defects, Caveat Misuse, and Required Disclosure

Dear Barnes & Partners,

I acknowledge receipt of your Letter of Claim dated **22 June 2026**, which the mail person did not deliver to me until **17 July 2026 — 25 days later**, making compliance with your stated 14-day deadline impossible. Despite this, and despite the pressure caused during a period of bereavement, I respond fully and constructively.

Your letter relies on the Practice Direction on Pre-Action Conduct and Protocols. I therefore confirm that this reply I provide is **in full compliance with the Protocol**, supported by evidence your clients have not requested, reviewed, or disclosed.

Your Letter of Claim was issued **without any disclosure whatsoever**. You have not asked for my evidence, reviewed my evidence, or acknowledged the extensive communications, recordings, and my defence documents that contradict every allegation made. The narrative presented is incomplete, omits key facts, and misrepresents both the history of the Property and my lawful occupation.

What follows is a detailed, evidence-supported account drawn from WhatsApp messages, SMS records, and PDF documents — materials your clients have avoided — showing a very different picture: one of long-standing family occupation, agreed arrangements, delegated responsibilities, and repeated access by your clients, **not exclusion**.

1. Ownership of the Property

Your letter states that My Mother, Aunt and Uncle held the Property 280 Durant's Road as **joint tenants at law**, but **tenants are in common in equity**. You then claim legal title passed automatically to Andrew and Sheila "**By Survivorship**," while simultaneously admitting that **a tenancy in common carries no right of survivorship**.

The two statements cannot both be true.

If survivorship does not apply — as you correctly acknowledge — then Andrew and Sheila did **not** automatically acquire my mother's share. Her one-third beneficial interest remains part of her estate.

You further state that my mother died intestate and that her estate passes equally to her three children. On your own analysis, once probate gets completed, her one-third share will be divided equally between myself, Tyrone, and Deon — **one-ninth each**.

You also confirm that my mother's estate has **not** been administered and that no Grant of Letters of Administration has been obtained. Without a Grant, no one has legal authority to rely on fixed beneficial shares or to demand sale, occupation rent, or conditions on occupation.

Your stated shares of 1/3, 1/3, 1/9, 1/9, and one-ninth are therefore **speculative** and carry no legal weight until probate is completed.

2. My Lawful Occupation

Your letter alleges that I occupy the Property "**To the Exclusion**" of your clients. This is incorrect.

Evidence shows:

- Andrew, Sheila, And Other Family Members Had **Keys** to The Property.
- They Accessed the Property **Freely and Voluntarily**.
- They Arranged Boiler Visits, Repairs, Rubbish Removal, Damp Checks, And Parcel Collections.
- They Asked Me to Be Present for These Visits.
- My Aunt Attended 280 Durrants road to Discuss House Matters and Was Never Refused Entry as she has her own keys to gain entry.

I did not exclude your clients. They accessed and used the Property whenever they wished.

You allege I pay "**No Rent, Mortgage Contribution or Outgoings**." This is misleading:

- 280 Durant's Road Has **No Mortgage**.
- There Is **No Rent** Payable Between Co-Owners.
- I Paid Agreed Utility Contributions Set by Andrew.
- I Paid My Mother Directly for Electricity Before She Passed.
- I Purchased Materials and Conducted Repairs with Her Knowledge and Approval.

Your claim that I pay "**Nothing**" is false.

You allege “**frequent visitors at unsociable hours**” and “**Suspected Drug-Related Activity.**” These allegations are unsupported. You installed a camera doorbell to monitor me and found **no evidence** of wrongdoing. The only drug-related incident involved a friend of Tyrone at **23 Byron Terrace**, not **280 Durant’s Road**. Police records confirm this.

These allegations are irrelevant to TOLATA and appear designed to damage my character. I reserve the right to pursue defamation if such claims continue.

3. TOLATA 1996

You rely on sections 12–15 TOLATA but omit key facts:

- Section 12 Gives Beneficiaries A Right to Occupy Trust Land If Held for Occupation.
- 280 Durant’s Road Has Always Been Treated as The Family Home.
- Messages Between Myself and My Mother Confirm My Long-Term Occupation.
- Family Discussions Confirmed the Property’s Purpose Was Residential Use.

I therefore have a statutory right to occupy.

You allege “**Unilateral Decisions.**” Evidence shows the opposite:

- Andrew And Sheila Did **Not** Function as Formal Trustees.
- They Delegated Day-To-Day Responsibility to Me.
- Andrew Asked Me to Organise Repairs, Check Rooms, Manage Contractors, Open Parcels, And Send Photos/Videos of Works.
- They Relied on Me to Manage the Property While Renting It Out Themselves.

They cannot now complain about unilateral decisions when they themselves placed me in that role.

Your attempt to use TOLATA to restrict my occupation is misplaced and ignores both the factual history and statutory rights.

4. Procedural Issues

Your letter demands a response within **14 days of 22 June 2026**. It was delivered **25 days late**, making compliance impossible. Any cost threats based on non-response are unreasonable and contrary to the Protocol.

You also failed to provide basic disclosure:

- Title Deeds
- Trust Documents
- Probate Documents
- Valuation
- Evidence Of Exclusion
- Evidence Of Damage
- Occupation Rent Calculations

Without disclosure, meaningful engagement is impossible. This is a breach of the Protocol.

5. My Positive Case Under TOLATA

Your clients threaten proceedings under section 14 TOLATA. You state they will seek:

- Order For Sale
- Declaration Of Beneficial Interests
- Occupation Rent
- Costs

My position is as follows:

5.1 Purpose of the Trust

The Property's purpose has always been as a **family home**. A forced sale undermines that purpose.

5.2 My Contributions

I have significantly improved and preserved the Property:

- Rebuilt Garden
- Fixed Drainage and Toilets
- Installed Kitchen Units
- Cleaned And Refurbished Rooms

Andrew repeatedly praised the condition and relied on me to conduct work.

5.3 ADR

I am willing to engage in genuine ADR once full disclosure is provided. ADR must consider **all lawful outcomes**, including "**Continued Occupation**," not only the "**Forced Sale**," your client's demand.

Please Also Note: I have attached an exhibit containing the key communications and evidence referenced in this reply. This exhibit includes the relevant SMS/WhatsApp messages, family discussions, and supporting documents demonstrating the Claimants' access, agreements, and reliance on my management of the property. These materials are provided to assist your understanding of the factual background and to ensure clarity before any ADR is considered.

Weblink of Pdf File Attached: <Dir> [13. To Take 280 Away](#)

Mirror Weblink: <https://everyoneloginto.me/13.%20To%20Take%20280%20Away/>

Kind Regards Mr. Simon Paul Cordell.



Barnes AND Partners Si Reply 1.pdf
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