

Mr Simon Paul Cordell
280 Durants Road
Ponders End
EN3 7AZ

Date: 14th August 2026
Our Ref: FM/1613624

BY SPECIAL DELIVERY & BY EMAIL: re_wired@ymail.com

Dear Sir,

Our Clients: Andrew Cordell, Sheila Lewis, Tyrone Benjamin and Deon Benjamin
Property: 280 Durants Road, Ponders End, EN3 7AZ (the "Property")

We write further to your email of 20th July 2026, your earlier email of the same date enclosing your response to our Letter of Claim dated 22nd June 2026, and our telephone conversation of 21st July 2026. We confirm both emails, and the attached response, have now been received and reviewed.

Your Correct Name

We note your correct legal name is Mr Simon Paul Cordell. We apologise for any earlier correspondence addressed incorrectly and confirm that all future correspondence will be addressed to you as Mr Simon Paul Cordell.

Email Addresses

We note that you experienced difficulty sending correspondence to certain addresses at this firm. We can confirm our correct domain is @barnesandpartners.com. Please ensure all future correspondence is sent to n.matin@barnesandpartners.com.

Our Telephone Conversation of 21st July 2026

During our call on 21st July 2026, we explained our Clients' position to you directly, and we repeat it here in writing for clarity and so there is no misunderstanding going forward.

Our Clients do not accept that you are entitled to remain in sole occupation of the Property to the exclusion of the other co-owners. In addition to your two siblings, who have each inherited a share of your late mother's interest in the Property, there are two further co-

owners with a beneficial interest in the Property. All are adults, all are entitled to derive benefit from their respective shares, and none of them are currently able to do so while you remain in sole occupation.

We are instructed by each of the co-owners that your conduct towards them has, in practice, excluded them from the Property, and that you have subjected them to sustained harassment, making it untenable for them to attend, use, or enjoy the Property in any meaningful way. This is consistent with our own direct dealings with you, in the course of which you have been dismissive and belittling towards this firm. Our Clients do not accept, and will not tolerate, this conduct continuing.

We remind you of the legal position. Section 12 of the Trusts of Land and Appointment of Trustees Act 1996 gives a beneficiary entitled to an interest in possession in trust land a right to occupy that land, but that right is not absolute or exclusive to any one beneficiary. Section 13 expressly permits the trustees (or, where relevant, the court) to exclude or restrict the entitlement of any one or more beneficiaries to occupy, and to impose conditions on a beneficiary in occupation, including a requirement to make payments by way of compensation to those excluded, or to forgo other outgoings or benefits, where it would otherwise be unreasonable for two or more beneficiaries to occupy concurrently. Where one beneficiary occupies to the exclusion of others, the court has jurisdiction to order that beneficiary to pay occupation rent to reflect the value of that exclusive occupation.

Where co-owners cannot reach agreement as to occupation, sale, or their respective interests, section 14 of the 1996 Act allows any person with an interest in the Property to apply to the court for an order, including an order for sale. In determining such an application, the court will have regard to the matters set out in section 15, including the purposes for which the Property is held, the welfare of any minor occupying the Property, and the interests of the secured creditors and other beneficiaries. Given that all beneficiaries here are adults, and that the Property no longer appears to serve any function other than your sole occupation to the exclusion of others, our Clients' position is that these factors weigh firmly in favour of sale if matters cannot be resolved by agreement.

Our Clients' instructions are that you must either vacate the Property, or reach agreement with the other co-owners as to a buy-out, whether that is you buying out their respective interests, or they buying out yours, so that the Property's ownership and occupation can be properly resolved by agreement. If none of these options can be agreed, our Clients' instructions are to apply to the court for an order for sale under section 14. If your conduct towards the other co-owners continues, our Clients also reserve the right to seek appropriate relief in respect of that conduct.

For the avoidance of doubt, our Clients' position remains as set out in our Letter of Claim dated 22nd June 2026, save as varied by this letter or any further correspondence we may send.

The Caveat

We must correct a significant misunderstanding in your correspondence. This firm did not lodge the caveat against your late mother's estate. We are instructed that the caveat was entered personally by Mr Tyrone Benjamin, in his own capacity as a person with an interest in the estate, and not by this firm on his behalf or otherwise. Any suggestion that this firm placed the caveat, or that we have declined to correct that impression, is incorrect, and we correct it now in the clearest terms.

We must also correct the legal position you have set out regarding the grounds on which a caveat may be entered. A caveat under the Non-Contentious Probate Rules 1987 is not restricted to the four categories you describe, nor is a caveator required to state formal grounds at the point the caveat is entered. A caveat may be entered by any person claiming an interest in the estate, for any proper purpose connected with that interest, including simply to ensure that no grant of representation is issued without that person first being given notice and an opportunity to be heard. If you wish to challenge the caveat, the appropriate route is for you, as the person seeking to obtain a grant, to issue a Warning through the Probate Registry, to which the caveator may respond by entering an Appearance; the merits of any dispute would then fall to be determined by the Probate Registry or the court, not by correspondence between solicitors and a caveator.

We are further instructed that you have contacted the Probate Registry purporting to be Mr Tyrone Benjamin, in an attempt to have the caveat removed. We take this matter extremely seriously. A caveat may only be withdrawn by the caveator themselves, and any attempt by a third party to procure its removal by impersonating the caveator would be improper and, depending on the facts, may amount to a criminal offence. If this did occur, our Client reserves the right to report the matter to the Probate Registry and to the police, and to rely upon it in any subsequent proceedings, including as to costs. We invite you to confirm your position on this matter without delay.

We must also address your assertion that, as the eldest child, you are entitled to administer your late mother's estate. This is not correct. Your mother died intestate, and the rules governing entitlement to a grant of representation on intestacy are set out in Rule 22 of the Non-Contentious Probate Rules 1987. Where the deceased leaves children who are entitled on intestacy, those children rank equally in priority; there is no rule giving the eldest child, or any child, precedence over their siblings by virtue of age or birth order. You, your two siblings, and any other person entitled in the same degree, therefore have an equal right to apply for a grant, and none of you has priority over the others simply by virtue of seniority. Where those with an equal right to apply are not agreed as to who should act, or where a dispute arises as to entitlement, this is precisely the situation the caveat procedure exists to address, so that the matter can be resolved through the Probate Registry, or the Court if necessary, rather than by way of a grant being obtained unilaterally.

Allegations of Conflict of Interest, Capacity Exploitation, and Abuse of Process

We reject in full the allegations made in your correspondence that this firm has engaged in conflict of interest, abuse of process, exploitation of an alleged capacity issue, or any breach of your human rights. This firm has not raised, relied upon, pleaded, or in any way suggested any issue as to your mental capacity in connection with the caveat, which, as explained

above, was not entered by this firm, or in connection with any claim brought by our Clients. Our Clients' claim is advanced under sections 12 to 15 of the Trusts of Land and Appointment of Trustees Act 1996 on the basis set out in our Letter of Claim, and on no other basis.

We would ask you to refrain from making further allegations of this nature against this firm. Should such allegations be repeated, whether in correspondence, to third parties, or otherwise, our Clients and this firm reserve all rights in that respect.

Professional Indemnity Insurance

We can confirm that this firm is authorised and regulated by the Solicitors Regulation Authority (SRA No. 55002) and, as such, maintains professional indemnity insurance in accordance with the SRA's mandatory requirements. The specific details of that cover are not routinely disclosed to third parties in correspondence of this kind, and we do not consider there to be any proper basis for disclosure in the circumstances you describe.

Your Request for Disclosure of Instructions and Materials

We are unable to disclose our Clients' instructions, internal file materials, or privileged communications to you. These are protected by legal professional privilege, which belongs to our Clients and has not been waived. Our Letter of Claim set out our Clients' case and the basis upon which it is brought, in accordance with the Practice Direction on Pre-Action Conduct and Protocols; that Practice Direction does not require disclosure of privileged instructions or internal materials, and we do not intend to provide these at this stage.

Timing and the Practice Direction on Pre-Action Conduct

We note your comments regarding the delay in your receipt of our Letter of Claim and the resulting difficulty in meeting the 14-day deadline stated. We note that you have separately indicated, during our telephone conversation, that earlier correspondence was not accepted on the basis that it was addressed to a variation of your name rather than Simon Paul Cordell. We do not accept that this affected your ability to identify that the correspondence was intended for you, and it is evident that you were, at all material times, aware that the correspondence concerned you and this matter. In any event, we do not propose to take any adverse point on the timing of your response, which we confirm has now been received and considered.

Status of the Matter

For clarity, no court proceedings have yet been issued in this matter. Our Letter of Claim was sent in accordance with the Practice Direction on Pre-Action Conduct and Protocols, with a view to narrowing the issues between the parties and, where possible, avoiding the need for litigation. As no proceedings have been issued, there is nothing capable of formal discontinuance within the meaning of CPR Part 38, and we do not accept your characterisation that this matter should be treated as discontinued.

We can confirm that our Clients' instructions are to issue proceedings if this matter cannot be resolved by agreement. We would urge you to engage constructively with the points raised in this letter and in our Letter of Claim, so as to avoid the additional costs and delay that formal proceedings would entail. Should proceedings become necessary, our Clients will rely on the correspondence exchanged to date, including your response and this letter, in respect of both the substantive issues and any application for costs.

Your Substantive Response

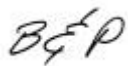
We note the detailed account and evidence you have provided regarding the history of the Property, your occupation, your financial contributions, family relationships, and the other matters raised in your response. Our Clients do not accept the account you have given, save where expressly agreed above, and maintain their position as set out in our Letter of Claim. However, we do not consider it appropriate or proportionate to respond to each individual factual assertion in correspondence at this stage; these are, in large part, matters of evidence which fall to be tested, if necessary, in any proceedings that may follow, rather than resolved through an exchange of correspondence. Nothing in this letter should be taken as an admission of, or agreement with, any factual matter asserted in your response that is not expressly addressed above.

Alternative Dispute Resolution

Our Clients remain open, in principle, to engaging in Alternative Dispute Resolution, and we note your own willingness to do so once you consider disclosure has been provided. We would ask you to confirm, without prejudice to the position set out above regarding privileged materials, whether you remain willing to engage in ADR on the basis of the positions set out in our Letter of Claim and in this letter.

We look forward to hearing from you no later than Friday 28th August 2026.

Yours faithfully,

A handwritten signature in dark ink, appearing to be the letters 'B&P' in a stylized, cursive script.

BARNES AND PARTNERS