BY EMAIL & SPECIAL DELIVERY
To: Barnes & Partners Solicitors
From: Mr. Simon Paul Cordell
Date:

Dear Sirs,
I write in response to your letter dated **14th August 2026**. I adopt the same structure and tone as your correspondence so that there is no misunderstanding as to my position. However, your letter omits critical facts, misstates the legal position, and disregards the lived reality of what has occurred at the Property. These omissions materially affect the accuracy of the narrative you have advanced and must be corrected.

1. YOUR CORRECT NAME

You acknowledge my correct legal name as **Mr. Simon Paul Cordell**. However, your repeated mis-addressing of correspondence to **"Simon Benjamin"** caused delay, confusion, and procedural unfairness. You confirmed during our call on **21st of July 2026** that these letters were returned to you. This mis-service is relevant because you now rely on deadlines which were impossible to meet due to your own error.

2. EMAIL ADDRESSES

You state your correct domain is @barnesandpartners.com. Multiple addresses at your firm rejected my evidence, including **litigation@, probate@,** and **Enfield@.** Only **info@** accepted it. This contributed to your failure to review the evidence you now claim to have considered.

3. OUR TELEPHONE CONVERSATION OF 21ST JULY 2026

You state:
"We explained our Clients' position to you directly… so there is no misunderstanding going forward."
This is not an accurate reflection of the call.
During the call, you acknowledged:
1) Your Clients **"Want To Get The Money From The House";**
2) I Had **Not Excluded Anyone**;
3) Your Clients **Had Keys And Full Access**;
4) You Had **No Evidence Of Exclusion**;
5) You Were Acting On **Instructions**, Not Verified Facts;
6) You Refused To Deny That Your Firm Lodged The Caveat.

These admissions are recorded in my email of **21 July 2026**.
Your letter does not reflect the content of that call.

4. SOLE OCCUPATION

You state:
"Our Clients do not accept that you are entitled to remain in sole occupation… to the exclusion of the other co-owners."
This assertion is demonstrably incorrect.

5. MY FATHER LIVES AT THE PROPERTY.

He has lived there for years. Your clients know this. They managed his occupation and collected rent from him.

6. YOUR CLIENTS HAD KEYS AND UNRESTRICTED ACCESS.

They changed the front door lock without notice, requiring police intervention. Police confirmed the lock change was improper and instructed your clients to provide me with a key.

7. YOUR CLIENTS ENTERED THE PROPERTY WHILE I WAS AT COURT.

On the day of my trial, Andrew entered the Property using the changed lock. My partner and her two-year-old daughter were asleep in the bedroom. Andrew entered the bedroom, waking them, and was observed searching through my personal belongings. He stated he was looking for documents relating to my grandfather's will. My partner is willing to provide a witness statement.

This incident was frightening, invasive, and deeply distressing. It demonstrates that your clients not only had access, but exercised it in a manner that violated my privacy and caused harm to my family.

8. YOUR CLIENTS CONTINUED TO ATTEND THE PROPERTY VOLUNTARILY.

They arranged repairs, boiler visits, rubbish removal, and parcel collections. They asked me to be present for these visits. They relied on me to manage the Property.

Your allegation of exclusion is contradicted by your clients' own behaviour.

9. HARASSMENT

You state:

"You have subjected them to sustained harassment."

This allegation is false and harmful.

There is:

1) No Police Report;
2) No Complaint;
3) No Witness Statement;
4) No Incident Record;
5) No Evidence Whatsoever.

Your clients continued to attend voluntarily and relied on me for access. Your allegation is fabricated and appears designed to damage my character during bereavement.

10. LEGAL POSITION UNDER TOLATA

Your summary of **The Trusts of Land and Appointment of Trustees Act 1996** is selective.

Your Omit:

1) Trustee Obligations Of Fairness;
2) Proper Purpose;
3) Avoidance Of Oppressive Conduct;
4) Relevance Of Actual Occupation;

5) Contributions Made;
6) The Ongoing Presence Of My Father;
7) Your Clients' Interference With My Occupation;
8) Your Clients' Receipt Of Rent From An Occupant.

These omissions materially distort the legal position you present.

11. THE CAVEAT

You state:

"The caveat was entered personally by Mr. Tyrone Benjamin."

This is inconsistent with:

1) Tyrone's WhatsApp Messages Stating He Hired Your Firm;
2) Andrew's Statements To Highbury Magistrates' Court That He Paid You;
3) Your Refusal To Deny Involvement During Our Call;
4) Your Filing Of TOLATA After The Caveat Froze Probate.

Your correction is not credible.

Correct Law (Reversal)

You state:

"A caveat may be entered by any person claiming an interest."

This is correct. But you omit the requirement that the caveat must be used for a **proper purpose**.

Your Clients Used The Caveat To:

1) Block Probate;
2) Prevent Administration;
3) Freeze Beneficial Shares;
4) Then File TOLATA Relying On Those Frozen Shares.

This is an abuse of process.

12. WHERE DOES THE OLD SYSTEM COME INTO THIS AND WHY DOES RESPONSIBILITY FALLS ON ME AS THE ELDEST SON OF MY MOTHER.

A registrar or judge reviewing three siblings will naturally observe the family structure: who is eldest, who is middle, who is youngest, and who has historically taken responsibility. Humans instinctively map family hierarchy before assessing conduct. This does not create a legal right, but it does create a **Responsibility Pattern**, which is directly relevant under ***Rule 27***.

Historically, seniority is often aligned with responsibility. Before **1987**, probate followed common-law and ecclesiastical practice:

1) The **Eldest Son Had Priority**,
2) If No Son, The **Eldest Child Was Preferred**,
3) **Seniority Was Treated As Responsibility**.

This system lasted for hundreds of years. When the **Non-Contentious Probate Rules 1987** came into force, the strict seniority rule was abolished, and all children were given equal legal priority. Modern law does not recognise birth order.

However, the principle behind the old rule**: "Responsibility — Did Not Disappear. It Simply Became The Modern Test Under Rule 27**:

"Appoint Such Person As Seems Fit."

"Seems Fit" is determined by conduct, cooperation, and practical ability. These are **responsibility-based factors**, not seniority-based factors. But in real family dynamics, responsibility often aligns with the eldest child and not because of law, but because of our lived experience.
When siblings disagree, the Registrar must choose one person. Joint administrators must act unanimously, and conflict makes administration impossible. The Registry therefore looks at who:

1) Has Responsibility,
2) Has Documents,
3) Has Authority,
4) Has Family Trust,
5) Has Acted In Good Faith,
6) Has Taken Steps To Administer The Estate,
7) Has Demonstrated Practical Ability.

Historically, these factors often sat with the eldest child. Modern law does not assume this, but **Humans Naturally Recognise And Use The Pattern**.

- **Responsibility is the principle that survived**

In this family, responsibility has always fallen on me. As the eldest, I have lived longest, gained the most experience, and have consistently been the one dealing with practical matters. I am the only sibling who has taken steps to administer the estate. My siblings have not demonstrated the same level of responsibility.
Responsibility is the modern test, and **Responsibility Lies With Me**.
This is why professionals still say things like:

1) **"You're The Eldest, You Should Apply."**
2) **"You Seem To Be The Responsible One."**
3) **"You're The One Dealing With The Estate."**

They are not quoting an old law. They are recognising the same **Responsibility-Based Pattern** that historically aligned with seniority because it remains the most logical way to weigh evidence and determine who is fit to administer an estate.
Humans naturally use these patterns to work out who is most responsible. It is not because the eldest child is legally preferred, but because **Responsibility Often Follows The Same Structure That Seniority Once Represented**.

13. Conflict of Interest

You deny conflict of interest. However, you omit that your firm:

1) Acted As Executors Of My Grandmother's Estate;
2) Administered The Estate;
3) Managed The Trust Structure;
4) Handled Beneficiary Shares;
5) Continued Involvement After Closure.

This history is directly relevant to the present dispute.

14. Professional Indemnity Insurance

- Noted. But still requested as needed

15. Disclosure

You refuse to disclose instructions or materials. However, your Letter of Claim was issued without:

1) Title Documents;
2) Trust Documents;
3) Probate Documents;
4) Valuation;
5) Evidence Of Exclusion;
6) Evidence Of Harassment;
7) Occupation Rent Calculations.

This is a breach of the Pre-Action Protocol.

16. Timing

Your Letter of Claim was delivered **25 days late**. You now state you will not take a point on timing. This is appropriate.

17. Status of the Matter

You confirm no proceedings have been issued. Your clients threaten proceedings based on allegations unsupported by evidence.

18. Your Substantive Response

You state:

"We do not consider it appropriate to respond to each factual assertion."

This is a refusal to engage with evidence.

Your clients' allegations are contradicted by:

1) WhatsApp Mother;
2) SMS Mother;
3) SMS Aunt;
4) SMS Uncle;
5) Occupation History;
6) Key Access Evidence;
7) Camera Evidence;
8) Estate Chain Evidence;
9) Financial Evidence;
10) Police Involvement.

All provided in my Pre-Action response.

19. Alternative Dispute Resolution

I remain willing to engage in ADR once:

1) Evidence Is Disclosed;
2) Probate Is Unfrozen;
3) Your Clients' Contradictions Are Addressed;
4) Your Firm's Historic Involvement Is Acknowledged.

13. Conclusion

Your letter repeats allegations contradicted by evidence, omits material facts, misstates legal principles, and fails to comply with the Pre-Action Protocol.
I reject your allegations in full.
I look forward to your response.

P.S.

WHAT BARNES & PARTNERS AVOIDED

SECTION 1: FAMILY HISTORY & WHY 280 DURANTS ROAD MATTERS

Barnes avoided:

1) My Lifelong Connection To The House
2) My Upbringing There
3) My Nan & Grandad's Role
4) My Mother's Reasoning For Keeping I As Cordell
5) My Status As The Only Remaining Cordell Descendant
6) The Cultural/Family Significance Of The Property
7) The Fact The House Is The Last Cordell Home

They ignored the entire family-heritage foundation.

SECTION 2: UNCLE ANDREW'S ABSENCE & RETURN

Barnes avoided:

1) Andrew Leaving Home At 16
2) His 8–10 Year Absences
3) His Lack Of Involvement In My Childhood
4) His Sudden Return Only After Nan Died
5) His False Statement On Nan's Death Certificate
6) His Announcement: "I'm Selling The House."
7) My *Offer* (Not "First Refusal") To Buy The House
8) My Reasons For Wanting Stability And Heritage Preserved

They ignored Andrew's history and motives entirely.

SECTION 3: AUNT SHEILA'S POSITION BEFORE MY MOTHER DIED

Barnes avoided:

1) Sheila's Written Statements
2) Her Refusal To Take Control
3) Her Confirmation My Mother's Share Goes To You, Tyrone, And Deon
4) Her Own Share Going To Her Children
5) Her Rejection Of Power Or Authority

They ignored all written evidence contradicting their clients' claims.

SECTION 4: MY MOTHER'S WISHES

Barnes avoided:

1) My Mother's Written Statements
2) Her Refusal To Sell

3) Her Intention For Her Share To Stay With Her Children
4) Her Clear Division Of Shares
5) Her Refusal To Let Andrew Or Sheila Control Her Estate
6) Her Consistent Position Over Years

They ignored every written message from my mother.

SECTION 5: MY MOTHER'S ILLNESS & ANDREW'S INFLUENCE

Barnes avoided:

1) Andrew Pressuring My Mother To Sell
2) Her Refusal
3) Her Statements That Andrew Must Not Control Anything
4) Her Messages Confirming Her Wishes
5) Her Vulnerability During Illness
6) The Timeline Of Influence

They ignored all evidence of undue influence.

SECTION 6: OTHER FAMILY MEMBERS LIVING AT 280 DURANTS ROAD

Barnes avoided:

1) My Cousin Living Their Rent-Free
2) My Father Living There For Years
3) Andrew Managing My Father's Tenancy
4) Their Acceptance Of Rent-Free Occupation
5) Their Refusal To Serve Notice On My Father
6) Their Refusal To Acknowledge Rent Collection
7) Their Acceptance Of I Am living There Under My Mother's Instructions

They ignored all occupation history.

SECTION 7: THEFT OF MY SAVINGS

Barnes avoided:

1) £7,000 Taken
2) £9,000 Admitted Thrown Away
3) £14,000 Missing
4) Camera Turned Off
5) Keys Withheld
6) Safe Removed
7) Bedroom Searched
8) Cousin Illegally Inside
9) Timeline Matching Concealment
10) Sheila's Changing Stories
11) Andrew's Admission
12) Total £30,000 Missing

They ignored the entire theft and concealment section.

SECTION 8: BLACKMAIL OVER KEYS

Barnes avoided:

1) Andrew: “You’re Not Getting The Keys Unless I Move Out.”
2) Sheila: “I Have No Authority.”
3) Keys Withheld
4) Keys Used To Get I Arrested
5) Their Refusal To Give I Access
6) Their Manipulation Of Entry Rights

They ignored all key-related blackmail evidence.

SECTION 9: MY OFFER TO BUY THE HOUSE

Barnes avoided:

- My £30,000 Offer
- My £40,000 Offer
- My Monthly Payment Offer
- My Willingness To Sell Equipment
- Sheila’s Refusal
- Andrew’s Refusal
- Their Private Sale Attempts Behind My Back

They ignored all attempts I made to resolve the matter peacefully.

SECTION 10: MY OCCUPATION OF 280 DURANTS ROAD

Barnes avoided:

1) My lawful occupation
2) Court-ordered occupation
3) The condition of the house
4) My repairs
5) My improvements
6) Andrew praising my work
7) Their reliance on I for maintenance

They ignored all evidence showing I improved the property.

SECTION 11: THEIR ATTEMPTS TO MANIPULATE THE TRUTH

Barnes avoided:

1) Their lies
2) Their manipulation
3) Their use of my tag
4) Their attempts to remove you
5) Their attempts to get I arrested
6) Their interference with my inheritance
7) Their sabotage of my defence

They ignored all misconduct.

SECTION 12: MY SHORT CLOSING (LEGAL POSITION)

Barnes avoided:

1) Beneficial shares are premature

2) Estate is frozen under caveat
3) No grant of representation exists
4) TOLATA cannot rely on frozen shares
5) I have statutory right to occupy
6) Their allegations are unsupported
7) Their allegations contradict their own messages
8) I request dismissal of occupation rent
9) I request dismissal of forced sale
10) I request regulation under AEA 1925
11) I request disclosure
12) I request PI insurance confirmation

They ignored almost all legal points.

FINAL SUMMARY: WHAT THEY AVOIDED

Barnes & Partners avoided:

1) **All factual history**
2) **All family-structure evidence**
3) **All written statements from my mother**
4) **All written statements from Sheila**
5) **All evidence of Andrew's absence**
6) **All evidence of undue influence**
7) **All occupation history**
8) **All rent history**
9) **All theft evidence**
10) **All concealment evidence**
11) **All camera tampering evidence**
12) **All key-withholding evidence**
13) **All illegal access evidence**
14) **All repair/improvement evidence**
15) **All peaceful offers to buy**
16) **All procedural defects**
17) **All contradictions**
18) **All legal arguments**
19) **All requests for disclosure**
20) **All requests for caveat grounds**
21) **All requests for PI insurance details**

They responded to **none** of the core issues in my email OR my attachment.

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