



**IN THE HIGH COURT OF JUSTICE**  
**BUSINESS AND PROPERTY COURTS AT BIRMINGHAM**  
**PROPERTY, TRUSTS AND PROBATE LIST (ChD)**

Claim No. PT-2022-BHM-

20 Apr 2022

B E T W E E N:-

BL-2022-BHM-000035

**MR MARTIN ANTHONY FELL**

Claimant

- and -

**(1) MR CHRISTOPHER JOHN WILLIAM FELL**

**(2) MR TIMOTHY DENNIS STEPHEN FELL**

(Both sued as the Executors of the Estate of Dennis William Spiers Fell, deceased, as the Trustees of the Dennis William Spiers Fell Settlement & the Martin Anthony Fell Settlement and as the Directors and Shareholders of the Fourth to Eighth Defendants)

**(3) MR JONATHAN PAUL QUENTIN FELL**

**(4) DENNIS FELL PROPERTIES LIMITED** (Company Number 00742369)

**(5) HERONFIELD DEVELOPMENTS LIMITED** (Company Number 00909341)

**(6) MARTINVALLE DEVELOPMENTS LIMITED** (Company Number 00906443)

**(7) SPEEDWELL ESTATES LIMITED** (Company Number 00392284)

**(8) CRESSINGHAM PROPERTIES LIMITED** (Company Number 00480134)

Defendants

---

**PARTICULARS OF CLAIM**

---

1. Dennis and Margaret Fell had five children: Martin (the Claimant), Christopher (the First Defendant), Timothy (the Second Defendant), Jonathan (the Third Defendant) and Laurence (who died on 8<sup>th</sup> October 2019). Margaret passed away on 20<sup>th</sup> February 2005 and Dennis on 14<sup>th</sup> January 2006.
2. During his lifetime, Dennis Fell built up and ran a number of successful property companies, known as the Dennis Fell Companies, which successfully traded in property

for 50 years. The companies' assets mainly comprised of substantial holdings of residential investments and freehold ground rents acquired over many years, with the ground rents in particular held at historic low book values.

3. The Dennis Fell Companies relevant to the present proceedings are:-

(a) Dennis Fell Properties Limited (Company Number 00742369) ("DFL"), the present Directors of which are Christopher and Timothy. There are 8 shares, presently held:-

(i) As to 2 by Christopher and Timothy as Trustees of the 2002 Settlement (see below);

(ii) 3 held by Christopher; and

(iii) 3 held by Timothy.

(b) Heronfield Developments Limited (Company Number 00909341) ("HDL"), the present Directors of which are Christopher and Timothy. There are 24 shares presently held:-

(i) As to 6 by Christopher and Timothy as Trustees of the 2002 Settlement (see below);

(ii) 9 held by Christopher; and

(iii) 9 held by Timothy.

(c) Martinvale Developments Limited (Company Number 00906443) ("MDL")

which is a wholly owned subsidiary of HDL. The present Directors of which are Christopher and Timothy.

- (d) Speedwell Estates Limited (Company Number 00392284) (“SEL”), which is a wholly owned subsidiary of MDL. The present Directors of which are Christopher and Timothy; and
- (e) Cressingham Properties Limited (Company Number 00480134) (“CPL”), the present Directors of which are Christopher and Timothy. There are 100 shares, which (whilst part of the dispute as to Dennis’s estate) appear to be held by Christopher and Timothy (as Executors of Dennis Fell’s estate) (see below).

4. Laurence developed mental health problems during his twenties and was ultimately diagnosed as a paranoid schizophrenic, something that was to affect him for the rest of his life. Given his condition, his parents were keen to ensure that he was looked after, both during their lifetime and after their deaths. As a result of this, Trusts were set up for him, as set out below:-

- (a) The Dennis William Spiers Fell Settlement, dated 6<sup>th</sup> April 2002, the present Trustees of which are Christopher and Timothy, and the assets of the Trust comprise two shares in DFL and six shares in HDL (“the 2002 Settlement”).
- (b) The Martin Anthony Fell Settlement, dated 10<sup>th</sup> April 2004 (“the 2004 Settlement”), the present Trustees are Christopher and Timothy, and the assets of the Trust presently comprise some cash, including the sum of £107,596.25 in respect of 67 Teynham Crescent and 15 Scarborough Crescent, which is presently held by Penmans Solicitors following the sale of the Trust properties

(“the 2004 Settlement”).

- (c) The Will Trust of Dennis Fell, as contained in his last Will, dated 5 September 2002 (together with two Codicils) (“LLIWT”). On 24<sup>th</sup> April 2007, Timothy and Christopher were Granted Probate to this will out of the Birmingham District Probate Registry. Proceedings for an Account, between the same parties, are before this Court under Claim Number PT-2021-BHM-000006. These proceedings were stayed by reason of the Settlement of the claims between the parties, which the Claimant seeks to enforce by these present proceedings.
5. Laurence left a last will, dated 28<sup>th</sup> May 2008, under which Martin and Christopher were appointed as Executors. However, following a contested trial in this Court by an Order dated 20<sup>th</sup> May 2021 (Claim Number PT-2020-BHM-000041), Christopher was removed as a Personal Representative and his claim to remove Martin was rejected and he was Ordered to pay Martin’s costs on the indemnity basis. The Judge’s finding that Christopher was dishonest in his written evidence placed before the Court is relied upon by Martin in these proceedings.
6. A Grant of Probate to Laurence’s estate was made to Martin alone out of the Newcastle District Probate Registry on 28<sup>th</sup> March 2022. The net estate was sworn at £198,902.
7. There is reference in the Settlement Agreement (set out below) to Margaret and Dennis Fell’s (wider) estates, the Fell Family Settlement (dated 14<sup>th</sup> July 2003) and the Lily Margaret Fell Will Trust, but such require no further specific description for the purpose of this claim.

8. As set out in an initial Letter, dated 17<sup>th</sup> March 2020, Martin has been concerned as to the conduct of Christopher as a Director of the Dennis fell Companies and as Trustee of the various Trusts, such that both Christopher and Timothy provided Undertakings in March 2020 (which are still in place) concerning the conduct of those Companies' affairs whilst the disputes were determined. A copy of Christopher's Undertaking is annexed hereto at 'MAF1'.
9. The parties, with the intention of providing for a resolution of all the disputes between them, attended a successful mediation on 3<sup>rd</sup> February 2022 and entered into a binding Settlement Agreement ("the Settlement Agreement"), which is annexed hereto at "MAF2".
10. The Settlement Agreement provided for a number of steps to be undertaken to achieve the agreed position (and without prejudice to the generality of the terms of the Settlement Agreement which Martin will rely upon at the trial of the matter):-
  - (a) Martin and Jonathan would be the sole shareholders and directors (in such proportions as shall be agreed between them) in DFL and CPL and that Christopher and Timothy will guarantee that the joint value of DFL and CPL is at least £700,000. Insofar as the present value is less than £700,000, Christopher and Timothy would transfer into either DFL or CPL (at Martin's direction) such assets of HDL (and its subsidiaries) as Christopher and Timothy shall choose are necessary to bring the value up to £700,000;
  - (b) Christopher and Timothy would be the sole shareholders and directors (in such proportions as shall be agreed between them) in HDL (and its subsidiaries);

- (c) Any further assets (the shares having been divided in accordance with (a) and (b) above) in the Estates of Lily Margaret Fell and Dennis William Spiers Fell and the Fell Family Settlement and The Lily Margaret Fell Will Trust shall be Christopher's and Timothy's absolutely; and
- (d) Any further assets (the shares having been divided in accordance with (a) and (b) above) in the Estate of Laurence Fell shall be Jonathan and Martin's absolutely; and
- (e) The 2004 Settlement shall be Jonathan and Martin's absolutely.

11. The Settlement Agreement contained a mechanism for:-

- (a) The agreement of the documentation to give effect to the Settlement (defined as "The Transactional Documents");
- (b) (Against the background that contracts had been exchanged for sales) retention of sale proceeds from any properties sold;
- (c) The provision of the necessary documentation (and without prejudice to the provision of other documentation, specific categories were expressly agreed) so that DFL and CPL could be valued; and
- (d) The agreement (and, in the absence of agreement, expert determination) of the value of DFL and CPL and if (as is clear will be the position) the identity (and value) of the assets of HDL (and its subsidiaries) that would need to be

transferred into DFL and CPL to increase their value to £700,000.

12. At all material times, and whilst having only limited insight into the present financial position of the Dennis Fell Companies, Martin's position has been that the value of DFL and CPL is significantly less than £700,000 and that the value of all of the Dennis Fell Companies was likely to be less than £700,000, such that the practical effect of the Settlement Agreement was that Martin and Jonathan would receive all of the assets of HDL (and its subsidiaries) and there would still be a need for cash to be paid to make up the agreed value of £700,000.
13. Following the mediation, Martin has attempted to progress the agreed steps necessary to implement the Settlement Agreement, but Christopher has failed to take any proper steps to implement the Settlement Agreement and has (in fact) actively taken steps in breach of the terms of the Settlement Agreement to dissipate the assets of the Dennis Fell Companies so as to prevent Martin (and Jonathan) receiving that which was agreed in the Settlement Agreement.
14. For the avoidance of any possible doubt, these proceedings are necessitated (solely) by the conduct of Christopher, and that Timothy and Jonathan (who are joined to these proceedings as they are parties to the Settlement Agreement and will need, in due course, to take further steps to implement it) have acted reasonably to progress matters (such that for the avoidance of doubt, no costs are sought from them).
15. Whilst correspondence has ensued, the present position as to the implementation of the Settlement Agreement is that Christopher has refused and/or failed to:-
  - (a) Respond at all to the Transactional Documents sent to his former Solicitors,

Sydney Mitchell, in accordance with paragraph 8 of the Settlement Agreement on 18<sup>th</sup> February 2022. The Transactional Documentation (with some minor alterations provided by Martin’s solicitors on 7<sup>th</sup> March 2022) has been agreed by Timothy and Jonathan, but Christopher has not responded, as required by paragraph 9 of the Settlement Agreement, by 4<sup>th</sup> March 2022 and has (in the premises) failed to use his best endeavours to agree it either as soon as possible or by the longstop date of 1<sup>st</sup> April 2022. The Transactional Documentation has been agreed by Timothy and Jonathan;

- (b) Provide all the necessary documents belonging to the DFL and CPL to allow for each company to be valued, as required by paragraph 11 of the Settlement Agreement. He has failed to respond to a request contained in the Claimant’s Solicitor’s letter of 22 February 2022 annexed hereto at “MAF3”;
- (c) Take any steps to appoint a Valuer (as required by the Settlement Agreement) despite the Claimant’s Solicitor’s letter of 11<sup>th</sup> April 2022 setting out possible Valuers and including a draft Letter of Instruction annexed hereto at “MAF3”;  
and
- (d) Write to Penmans authorising the release to Martin and Jonathan of the sum held by them that belong to the 2004 Settlement (i.e. the sum of £107,596.25 in respect of 67 Teynham Crescent and 15 Scarborough Crescent).

16. It also contained an express obligation on Christopher ‘to co-operate in relation to provision of necessary information to assist the administration of the Estate of Laurence Fell’. This was included against the background of a letter sent to Christopher by Martin’s Solicitors, dated 26<sup>th</sup> October 2021, seeking information, and it was agreed

that a revised version of this letter (seeking lesser information) would be sent to Christopher and that he would answer it. This letter was sent on 4<sup>th</sup> February 2022 and is annexed hereto at “MAF3”.

AND the Claimant claims:-

- (1) Specific Performance of the Settlement Agreement;
- (2) Pending completion of the Settlement Agreement, an Injunction restraining the First and the Fourth to Eighth Defendants taking any steps to dispose of or otherwise deal with the property assets they held as at the date of the Settlement Agreement and/or if such have already been sold, to preserve the full net proceeds of sale, pending Completion of Specific Performance of the Settlement Agreement;
- (3) An Order that a Judge be appointed to sign the necessary documentation on behalf of the First Defendant, if he does not comply with any Order made for Specific Performance;
- (4) Any necessary or consequential accounts, inquiries and directions;
- (5) Further or other relief;
- (6) Costs (against the First Defendant).

**DAVID MITCHELL**

**STATEMENT OF TRUTH**

I believe that the facts stated in these Particulars of Claim are true. I understand that proceedings for Contempt of Court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a Statement of Truth without an honest belief in its truth.

Signed:  \_\_\_\_\_

Mr Martin Anthony Fell (Claimant)

Dated this 20<sup>th</sup> day of April 2022

**Address for receiving documents**

**Meridian Private Client LLP**  
Solicitors  
Wood Rydings Court  
Packington Lane  
Little Packington  
Warwickshire  
CV7 7HN

Ref: MXA/FEL4.3

Solicitors for the Claimant

**Initial Disclosure / Documents referred to in the Particulars of Claim**

1. 2002 Settlement
2. 2002 Will Trust
3. 2004 Settlement
4. Grant of Probate in respect of the Estate of Dennis Fell (Deceased)
5. Will of Laurence Fell
6. Court Order dated 20 May 2021
7. Grant of Probate in respect of the Estate of Laurence Fell (Deceased)
8. Settlement Agreement dated 3 February 2022
9. Meridian Private Client LLP letter dated 17 March 2020 to Christopher Fell
10. Undertaking of Christopher Fell
11. Transactional Documents
12. Meridian Private Client LLP letter dated 26 October 2021 to Sydney Mitchell
13. Meridian Private Client LLP letter dated 4 February 2022 to Sydney Mitchell
14. Meridian Private Client LLP letter dated 22 February 2022 to Sydney Mitchell
15. Meridian Private Client LLP letter dated 11 April 2022 to Christopher Fell

Further, the Claimant has made an Application for Summary Judgment (as to the Specific Performance claim), and the Claimant relies upon the Exhibit to the Witness Statement of Mark Abrol provided in support of that Application.

Claim No. PT-2022-BHM-  
**IN THE HIGH COURT OF JUSTICE**  
**BUSINESS AND PROPERTY COURTS AT**  
**BIRMINGHAM**  
**PROPERTY, TRUSTS AND PROBATE LIST**  
**(ChD)**

B E T W E E N:-

**MR MARTIN ANTHONY FELL**

Claimant

- and -

(1) **MR CHRISTOPHER JOHN WILLIAM FELL**

(2) **MR TIMOTHY DENNIS STEPHEN FELL**

(Both sued as the Executors of the Estate of Dennis William Spiers Fell, deceased, as the Trustees of the Dennis William Spiers Fell Settlement & the Martin Anthony Fell Settlement and as the Directors and Shareholders of the Fourth to Eighth Defendants)

(3) **MR JONATHAN PAUL QUENTIN FELL**

(4) **DENNIS FELL PROPERTIES LIMITED**

(Company Number 00742369)

(5) **HERONFIELD DEVELOPMENTS LIMITED**

(Company Number 00909341)

(6) **MARTINVALE DEVELOPMENTS LIMITED**

(Company Number 00906443)

(7) **SPEEDWELL ESTATES LIMITED** (Company

Number 00392284)

(8) **CRESSINGHAM PROPERTIES LIMITED**

(Company Number 00480134)

Defendants

---

**PARTICULARS OF CLAIM**

---

**Meridian Private Client LLP**

Wood Rydings Court

Packington Lane

Little Packington

CV7 7HN

Solicitors for the Claimant

Ref: MXA/FEL4.3

**IN THE HIGH COURT OF JUSTICE**

Claim No. PT-2022-BHM-

**BUSINESS AND PROPERTY COURTS AT BIRMINGHAM**

**PROPERTY, TRUSTS AND PROBATE LIST (ChD)**

B E T W E E N:-

**MR MARTIN ANTHONY FELL**

Claimant

- and -

**(1) MR CHRISTOPHER JOHN WILLIAM FELL**

**(2) MR TIMOTHY DENNIS STEPHEN FELL**

(Both sued as the Executors of the Estate of Dennis William Spiers Fell, deceased, as the Trustees of the Dennis William Spiers Fell Settlement & the Martin Anthony Fell Settlement and as the Directors and Shareholders of the Fourth to Eighth Defendants)

**(3) MR JONATHAN PAUL QUENTIN FELL**

**(4) DENNIS FELL PROPERTIES LIMITED** (Company Number 00742369)

**(5) HERONFIELD DEVELOPMENTS LIMITED** (Company Number 00909341)

**(6) MARTINVALE DEVELOPMENTS LIMITED** (Company Number 00906443)

**(7) SPEEDWELL ESTATES LIMITED** (Company Number 00392284)

**(8) CRESSINGHAM PROPERTIES LIMITED** (Company Number 00480134)

Defendants

---

**ANNEX "MAF1" TO THE PARTICULARS OF CLAIM**

---

---

## UNDERTAKING

---

We:-

- (1) DENNIS FELL PROPERTIES LIMITED incorporated and registered in England and Wales with company number 00742369 whose registered office is at Fell House, Shallowford Court, Henley In Arden, Warwickshire B95 5FY
- (2) HERONFIELD DEVELOPMENTS LIMITED incorporated and registered in England and Wales with company number 00909341 whose registered office is at Fell House, Shallowford Court, Henley In Arden, Warwickshire B95 5FY
- (3) MARTINVALE DEVELOPMENTS LIMITED incorporated and registered in England and Wales with company number 00906443 whose registered office is at Fell House, Shallowford Court, Henley In Arden, Warwickshire B95 5FY
- (4) SPEEDWELL ESTATES LIMITED incorporated and registered in England and Wales with company number 00392284 whose registered office is at Fell House, Shallowford Court, Henley In Arden, Warwickshire B95 5FY
- (5) CRESSINGHAM PROPERTIES LIMITED incorporated and registered in England and Wales with company number 00480134 whose registered office is at Fell House, Shallowford Court, Henley In Arden, Warwickshire B95 5FY
- (6) CHRISTOPHER FELL of 99 Mossfield Road, Kings Heath, Birmingham B14 7JE as Trustee of The Dennis William Spiers Fell Settlement dated 6 April 2002, as Trustee of The Martin Anthony Fell Settlement dated 10 April 2004, as Executor and Trustee of The Will of Dennis Fell (deceased), as Executor and Trustee of The Will of Laurence Fell (deceased) and on his own account

Jointly and severally undertake to MARTIN FELL of Camp House, Camp Lane, Henley-in-Arden, Solihull B95 5QQ, in his capacity as Executor and Trustee of the Will of Laurence Fell

(who died on 8 October 2019 leaving a last will, dated 28 May 2008) that each of us (in so far as each is able) will:-

1. Ensure that the full net proceeds of sale of 67 Teynham Crescent, Liverpool L11 3BH ("67 Teynham") and 15 Scarborough Crescent Maltby, Rotherham, South Yorkshire S66 7HL ("15 Scarborough") are paid into Penmans Solicitors' client account (in the names of Laurence's Executors) and that the said proceeds will not to be removed from Penmans' client account without the written consent of our client (or Order of the Court); ~~and that the full net proceeds of sale of 106 Louisa Street Manchester M11 1AN ("106 Louisa")~~ are held by the conveyancing solicitors to our order or paid into Penmans' client account in the names of Laurence's Executors and that the said proceeds will not be removed from the conveyancing solicitors' or from Penmans' client account without the written consent of our client (or Order of the Court);
2. To forthwith following completion of each or any of the sales of 67 Teynham, 15 Scarborough Crescent ~~and 106 Louisa Street~~ to provide Martin Fell with a copy of the Completion Statement;
3. Forthwith disclose any ongoing sale process for any real property;
4. Not sell any asset with a sale price of £4,000 or more without providing Martin Fell with 21 days prior written notice of the transaction;
5. Not declare or pay any dividend or take or give further loans or take any bonuses or take unwarranted director's remuneration or pension contributions without the written consent of Martin Fell or Order of the Court;
6. Not pay expenses or make payments to any third parties except for ordinary business expenses and if any such payment (or aggregated of payments) is in excess of £1,000 without the express written consent of Martin Fell or Order of the Court

NOTE MA FELL IS NOT AN EX-TRUSTEE OR BENEFICIARY  
OF THE MA FELL (TRUST) SETTLEMENT 10 APRIL 2004  
ONCE THE IHT IS CALCULATED AND PAID THE REMAINDER  
OF THE FUNDS WILL BE PAID TO THE EXISTING BENEFICIARIES  
THE AMOUNTS RECEIVED AND PAID ARE AS A LOAN TO  
THE ESTATE OF L.J. FELL 2

Executed as a deed by DENNIS FELL PROPERTIES LIMITED

acting by CHRISTOPHER FELL a director, in the presence of:

  
[Signature of Director]

.....

SIGNATURE OF WITNESS: J Lloyd

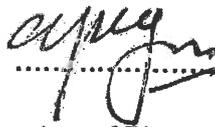
NAME OF WITNESS: JENNIFER LLOYD

ADDRESS: 14 MANSLAND RD, SOUTHAM, B92 7BU

OCCUPATION: Physiotherapist

Executed as a deed by HERONFIELD DEVELOPMENTS LIMITED

acting by CHRISTOPHER FELL a director, in the presence of:

  
[Signature of Director]

.....

SIGNATURE OF WITNESS: J Lloyd

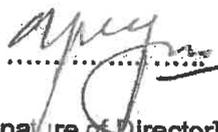
NAME OF WITNESS: JENNIFER LLOYD

ADDRESS: 14 MANSLAND RD SOUTHAM B92 7BU

OCCUPATION: Physiotherapist

Executed as a deed by MARTINVALE DEVELOPMENTS LIMITED

acting by CHRISTOPHER FELL a director, in the presence of:

  
[Signature of Director]

.....

SIGNATURE OF WITNESS: J Lloyd

NAME OF WITNESS: JENNIFER LLOYD

ADDRESS: 14 MANSLAND RD SOUTHAM B92 7BU

OCCUPATION: Physiotherapist

Executed as a deed by SPEEDWELL ESTATES LIMITED .....



acting by CHRISTOPHER FELL a director, in the presence of:

[Signature of Director]

.....

SIGNATURE OF WITNESS: J Lloyd

NAME OF WITNESS: JENNIFER LLOYD

ADDRESS: 14 MARSLAND RD SOUTHME BAZ7BU

OCCUPATION: Physiotherapist

Executed as a deed by CRESSINGHAM PROPERTIES LIMITED



acting by CHRISTOPHER FELL a director, in the presence of:

[Signature of Director]

.....

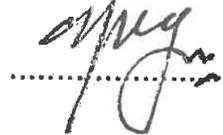
SIGNATURE OF WITNESS: J Lloyd

NAME OF WITNESS: JENNIFER LLOYD

ADDRESS: 14 MARSLAND RD SOUTHME BAZ7BU

OCCUPATION: Physiotherapist

Executed as a deed by CHRISTOPHER FELL



in the presence of:

.....

SIGNATURE OF WITNESS: J Lloyd

NAME OF WITNESS: JENNIFER LLOYD

ADDRESS: 14 MARSLAND RD SOUTHME BAZ7BU

OCCUPATION: Physiotherapist.

**IN THE HIGH COURT OF JUSTICE**

Claim No. PT-2022-BHM-

**BUSINESS AND PROPERTY COURTS AT BIRMINGHAM**

**PROPERTY, TRUSTS AND PROBATE LIST (ChD)**

**B E T W E E N:-**

**MR MARTIN ANTHONY FELL**

Claimant

- and -

**(1) MR CHRISTOPHER JOHN WILLIAM FELL**

**(2) MR TIMOTHY DENNIS STEPHEN FELL**

(Both sued as the Executors of the Estate of Dennis William Spiers Fell, deceased, as the Trustees of the Dennis William Spiers Fell Settlement & the Martin Anthony Fell Settlement and as the Directors and Shareholders of the Fourth to Eighth Defendants)

**(3) MR JONATHAN PAUL QUENTIN FELL**

**(4) DENNIS FELL PROPERTIES LIMITED** (Company Number 00742369)

**(5) HERONFIELD DEVELOPMENTS LIMITED** (Company Number 00909341)

**(6) MARTINVALE DEVELOPMENTS LIMITED** (Company Number 00906443)

**(7) SPEEDWELL ESTATES LIMITED** (Company Number 00392284)

**(8) CRESSINGHAM PROPERTIES LIMITED** (Company Number 00480134)

Defendants

---

**ANNEX "MAF2" TO THE PARTICULARS OF CLAIM**

---

**IN THE HIGH COURT OF JUSTICE**

Claim No. PT-2021-BHM-000006

**BUSINESS AND PROPERTY COURTS AT BIRMINGHAM**

**PROPERTY, TRUSTS AND PROBATE LIST (ChD)**

IN THE MATTER OF the Estate of Dennis William Spiers Fell, deceased

B E T W E E N:-

**MR MARTIN ANTHONY FELL (“Martin”)**

Claimant

- and -

**(1) MR CHRISTOPHER JOHN WILLIAM FELL (“Chris”)**

**(2) MR TIMOTHY DENNIS STEPHEN FELL (“Tim”)**

(Both as the Executors of the Estate of Dennis William Spiers Fell, deceased)

**(3) MR JONATHAN PAUL QUENTIN FELL (“Jonathan”)**

Defendants

---

**SETTLEMENT AGREEMENT**

---

1. The following provisions are in full and final settlement of all claims between the parties (to the above proceedings) in all capacities (“the Parties”) and claims by between and against Dennis Fell Properties Limited (“DFL”), Cressingham Properties Limited (“CPL”) and Heronfield Developments Limited (“HDL”) and their subsidiaries concerning:-
  - (a) The Dennis William Spiers Fell Settlement, dated 6<sup>th</sup> April 2002 (“the 2002 Settlement”)
  - (b) The Martin Anthony Fell Settlement, dated 10<sup>th</sup> April 2004 (“the 2004 Settlement”)
  - (c) The Fell Family Settlement, dated 14<sup>th</sup> July 2003;

- (d) The Estate of Lily Margaret Fell;
- (e) The Lily Margaret Fell Will Trust
- (f) The Estate of Dennis William Spiers Fell (and the Laurence Life Interest Will Trust (“LLIWT”));
- (g) The Estate of Laurence Fell;
- (h) The outstanding costs liability of Chris in claim PT-2020-BHM-000041;
- (i) The present proceedings under claim number PT-2021-BHM-000006 (including costs);
- (j) Any claims against or between the Companies, their shareholders and directors.

2. The Parties will take all necessary steps to achieve the following:-

- (a) Martin and Jonathan will be the sole shareholders and directors (in such proportions as shall be agreed between them) in DFL and CPL and that Chris and Tim will guarantee that the joint value of DFL and CPL is at least £700,000. Insofar as the present value is less than £700,000 they will transfer into either DFL or CPL (at Martin’s direction) such assets as they shall choose that are necessary to bring the value up to £700,000. For the avoidance of doubt, Chris and Tim shall be obliged to nominate suitable assets and in the absence of such, then recourse will be had to such assets of HDL and its subsidiaries as shall be determined by the Valuer (as defined below). Chris and Tim will stop using the letterheads and/or trading styles ‘Denis Fell Group’ or ‘The Denis Fell Companies’;
- (b) Chris and Tim will be the sole shareholders and directors (in such proportions as shall be agreed between them) in HDL (and its subsidiaries);

- (c) Any further assets (the shares having been divided in accordance with (a) and (b) above) in the Estates of Lily Margaret Fell and Dennis William Spiers Fell and the Fell Family Settlement and The Lily Margaret Fell Will Trust shall be Chris and Tim's absolutely;
  - (d) Any further assets (the shares having been divided in accordance with (a) and (b) above) in the Estate of Laurence Fell shall be Jonathan and Martin's absolutely; and
  - (e) The 2004 Settlement shall be Jonathan and Martin's absolutely.
3. Chris will co-operate in relation to provision of necessary information to assist the administration of the Estate of Laurence Fell.
4. Martin and Jonathan will indemnify Chris and Tim as to all claims and liabilities (including for tax), in relation to:-
- (a) the 2002 Settlement in so far as that relates to income received by Laurence and arising as a result of transfer of the DFL shares arising under this agreement;
  - (b) the 2004 Settlement;
  - (c) LLIWT; and
  - (d) The Estate of Laurence Fell.
5. Chris and Tim will indemnify Martin and Jonathan as to all claims and liabilities (including for tax), in relation to:-
- (a) the 2002 Settlement in so far as that relates to the period after Laurence's death and/or arising as a result of transfer of the HDL shares arising under this agreement;
  - (b) The Fell Family Settlement;

- (c) The Estate of Lily Margaret Fell;
  - (d) The Lily Margaret Fell Will Trust; and
  - (e) The Estate of Dennis William Spiers Fell.
6. The Claimant will lodge a Consent Order staying claim PT-2021-BHM-000006 until 1<sup>st</sup> May 2022 so as to allow the parties to lodge a Tomlin Order.
  7. Chris and Tim agree that the net proceeds of sale of any asset presently owned by CPL or DFL shall remain within the relevant company until completion of the Transactional Document or other agreement between the Parties.
  8. By 4pm 18<sup>th</sup> February 2022, Martin’s Solicitors (“Meridian”) shall send Chris’s and Tim’s Solicitors (Sydney Mitchell – “SM”) and copy in Jonathan’s Solicitors (Michael Hill Partnership “MHP”) draft documentation to give effect to paragraphs 1, 2, 4, 5 and 6 above including a draft Tomlin Order (“the Transactional Documents”).
  9. SM will revert to Meridian (copying in MHP) with any comments (using tracked changes) by 4pm 4<sup>th</sup> March 2022.
  10. Thereafter the Parties will use their best endeavours to agree the Transactional documents as soon as possible and in any event by 4pm 1<sup>st</sup> April 2022.
  11. By 4pm 18<sup>th</sup> February 2022, Martin and Jonathan will be provided with all necessary documents belonging to the DFL and CPL to allow for each company to be valued, including (but not limited to):-
    - (a) Full accounts for the last 3 years;
    - (b) The last three years Corporation Tax returns (CT600);
    - (c) Current Stock list (with individual book values) and the terms of the lease;
    - (d) Current List of Debtors;

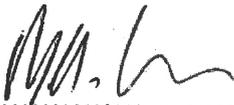
- (e) Current List of Creditors;
  - (f) 1 year's bank statements;
  - (g) Information about any employees;
  - (h) Latest insurance policy and information on any claims in the last 2 years; and
  - (i) Any notices served with respect to any property owned by the Company.
12. By 4pm 25<sup>th</sup> February 2022, Meridian will send to SM a letter either:-
- (a) Accepting that the value of DFL and CPL exceeds £700,000; or
  - (b) Setting out their view as to the value of DFL and CPL.
13. If Meridian's letter does not accept that the value of DFL and CPL exceeds £700,000, then by 4pm 4 March 2022, SM will send to Meridian a letter either:-
- (a) setting out the additional properties or cash that they will introduce to make up the value of DFL and CPL to £700,000; or
  - (b) notifying Meridian that a RICS valuer ("the Valuer") will need to be instructed to value DFL and CPL.
14. If SM write a letter under 13(a) above, then if this is not acceptable to Meridian by 4pm 11 March 2022, they shall inform SM that the Valuer will need to be instructed to value DFL and CPL.
15. If the Valuer needs to be instructed, then the identity will be agreed by Meridian and SM by 4pm 18<sup>th</sup> March 2022 in default of which The President of RICS shall be asked to nominate an appropriate valuer.
16. The parties will by 4pm 25<sup>th</sup> March 2022 (or within 7 days of a nomination by the president of RICS) instruct the Valuer either by an agreed joint letter of Instruction or separate letters of instruction. The Valuer's fees will be met equally by each of the

Parties. For the avoidance of doubt, the Valuer will be Instructed as an expert (whose determination will be binding on the Parties) to decide:-

- (a) The present valuation of CPL and DFL;
- (b) (If necessary) the value of CPL and DFL if (hypothetically) further assets proposed by Christopher and Jonathan were transferred into either CPL or DFL;  
and
- (c) If necessary, the identity of assets of HDL (or its subsidiaries) which should be transferred into DFL or CPL to achieve the said £700,000 valuation.

17. Within 14 days of the later of:-

- (a) The agreement of the Transactional Documents; and
  - (b) The agreement of the Parties as to any assets that need to be transferred into CPL and/or DFL (as provided for above) or expert determination of the same,
- the Parties will complete the Transactional Documentation.



.....

**MARTIN ANTHONY FELL**



.....

**CHRISTOPHER JOHN WILLIAM FELL**



.....

**TIMOTHY DENNIS STEPHEN FELL**



.....

**JONATHAN PAUL QUENTIN FELL**

**IN THE HIGH COURT OF JUSTICE**

**Claim No. PT-2022-BHM-**

**BUSINESS AND PROPERTY COURTS AT BIRMINGHAM**

**PROPERTY, TRUSTS AND PROBATE LIST (ChD)**

**B E T W E E N:-**

**MR MARTIN ANTHONY FELL**

**Claimant**

**- and -**

**(1) MR CHRISTOPHER JOHN WILLIAM FELL**

**(2) MR TIMOTHY DENNIS STEPHEN FELL**

**(Both sued as the Executors of the Estate of Dennis William Spiers Fell, deceased, as the Trustees of the Dennis William Spiers Fell Settlement & the Martin Anthony Fell Settlement and as the Directors and Shareholders of the Fourth to Eighth Defendants)**

**(3) MR JONATHAN PAUL QUENTIN FELL**

**(4) DENNIS FELL PROPERTIES LIMITED (Company Number 00742369)**

**(5) HERONFIELD DEVELOPMENTS LIMITED (Company Number 00909341)**

**(6) MARTINVALE DEVELOPMENTS LIMITED (Company Number 00906443)**

**(7) SPEEDWELL ESTATES LIMITED (Company Number 00392284)**

**(8) CRESSINGHAM PROPERTIES LIMITED (Company Number 00480134)**

**Defendants**

---

**ANNEX "MAF3" TO THE PARTICULARS OF CLAIM**

---

# meridian

Private Client LLP - Solicitors

Wood Rydings Court, Packington Lane, Little Packington, Warwickshire CV7 7HN  
Telephone: 01675 442430 Fax: 01675 443465

Sydney Mitchell LLP  
Chattock House  
346 Stratford Road  
Shirley  
Solihull  
West Midlands  
B90 3DN

Your Ref: PD/Fell/883594  
Our Ref: MXA/MJG/FEL4.3

22 February 2022

**BY POST AND EMAIL TO: [a.higgins@sydnemitchell.co.uk](mailto:a.higgins@sydnemitchell.co.uk) &  
[p.deol@sydnemitchell.co.uk](mailto:p.deol@sydnemitchell.co.uk)**

**CC: [vk@michaelhill.co.uk](mailto:vk@michaelhill.co.uk)**

Dear Sirs

**The Estate of Dennis Fell (Deceased)**

We acknowledge receipt of your email correspondence timed at 16:37 on 18 February 2022.

Having now had the opportunity to consider the documentation provided, we note that there are a number of omissions. This is particularly disappointing given the terms of the Settlement Agreement, reached consensually of course, at mediation.

We refer you to paragraph 11 of the Settlement Agreement. It is clearly stated that documentation should be provided in respect of both companies, being, Dennis Fell Properties Limited "DFL" and Cressingham Properties Limited "CPL".

It must be obvious that relevant documents have been omitted. We would ask therefore that the following documentation is provided by return, namely by midday on Thursday 24 February 2022: -

(We adopt the lettering used in paragraph 11 of the Settlement Agreement)

- (a) The detailed profit and loss account for DFL and CPL, which were appended to the accounts. We attach a copy of the letter dated 14 February 2022 from Denney & Co to Chris and refer you to the first paragraph.
- (b) The corporation tax return (CT600) for DFL for the period ending March 2021.
- (c)
  - i. Signed authorities to the company solicitors of DFL and CPL to enable our client to verify titles and to have copies of all leases. In this respect, please confirm the identity of the solicitors and let us have a simple

Meridian Private Client LLP is a limited liability partnership registered in England and Wales No. 0C314808.

A list of members is available for inspection at the registered office of Meridian Private Client LLP (address as above). Any reference to a "Partner" means a member of Meridian Private Client LLP which includes individuals (Partners) who are not solicitors. We do not accept service by email.

Authorised and regulated by the Solicitors Regulation Authority. SRA No. 424932  
[info@meridianprivateclient.co.uk](mailto:info@meridianprivateclient.co.uk) | [www.meridianprivateclient.co.uk](http://www.meridianprivateclient.co.uk)

authority document which permits us to write to those solicitors requesting this information which is clearly crucial. We understand that Timothy Fell has been in direct contact with Matthew Fell in respect of this, however, supportive documentation sufficient to assist with the valuations has not yet been provided. Also in this respect, can you also let us have the identity of the managing agents and a similar signed authority to enable us to write to those managing agents requesting rent statements.

- ii. To the extent that it is applicable, please provide copies of all tenancy agreements, notices of tenant's rent deposits and gas safety certificates in respect of the associated properties within the Stock Lists.
- (d) We again refer to the Denney & Co letter of 14 February 2022. In terms of the current list of debtors, we require a detailed breakdown and explanation as to the manuscript figures provided, together with some verification of the same. It is wholly unacceptable for some manuscript figures to be inserted without any explanation.
- (e) Similar comments apply here in relation to the letter dated 14 February 2022 from Denney & Co. We again require a detailed breakdown, explanation and verification. In addition, insofar as the Directors' loans are concerned, please provide a ledger in relation to those, covering the last 12 months.
- (f)
- i. Insofar as CPL is concerned, please send us the statements for January, February and March 2021 which have been omitted.
  - ii. Please also provide the bank statements in relation to DFL for the full 12-month period just passed.
- (g) (h) (i) We have not had any information in relation to CPL. Please let us have that by return.

In addition to the above omissions, the following information is required as follows: -

- I. All sales completion statements in respect of CPL and DFL from 1 April 2018. This is in line with the request for the previous 3 years of full accounts as per 11(a) and is required so as to establish any possible tax liability borne by the companies.
- II. Copies of all invoices for the last 12 months including in respect of the Directors' loans to DFL and CPL. A further breakdown of the Directors' loan account for the last three years is required in line with point I above, i.e. from 1 April 2018.
- III. Copies of all credit card statements for the last 12 months in respect of DFL and CPL with a breakdown of the same for the last three years.
- IV. A full and detailed breakdown of the intercompany loans in respect of DFL and CPL from 1 April 2018 which supports your clients' figures as set out in the papers provided. To include copies of any invoices in respect of the same for the past 12 months.
- V. Full details of the tangible assets shown with the Company accounts for the last 3 years, so as to assess any future liabilities.

The above information is, in our view, uncontroversial. Your clients have agreed to provide the necessary documentation to allow each company to be valued. We would ask that the information is provided by return.

We are mindful of our client's obligation to set out his position by 4:00pm on 25 February 2022 in respect of the valuation of the companies. We shall endeavour to respond, however, your clients' partial disclosure has made the process unnecessarily more difficult. We would ask that you please obtain your client's immediate instruction in respect of the above.

Please acknowledge safe receipt and have the courtesy to cooperate in the manner agreed by the parties in the Settlement Agreement.

Finally, may we remind you that your clients have agreed that the net proceeds of sale of any asset presently owned by CPL or DFL shall remain within the relevant company until completion of the Transactional Document or other agreement between the Parties. To avoid any ambiguity arising, we suggest that we are notified in advance in the event that your clients do propose to dispose of any asset prior to completion. Please confirm that you will do this.

Yours faithfully



**Meridian Private Client LLP**

Enc.

# Denney & Co Accountants Ltd

CHARTERED CERTIFIED ACCOUNTANTS

Director: C K Denney FCCA  
Company Secretary: E Denney ACA

Fox Farm  
Hatfield  
Norton  
Worcester WR5 2QA

Telephone : (01905) 828280  
Email: edenney@tiscali.co.uk

Our ref: FE001/CKD/50

14 February 2022

Mr C J W Fell  
Fell House  
Shallowford Court  
Henley-in-Arden  
Warwickshire  
B95 5FY

Dear Chris

## RE: FELL COMPANY MATTERS

Further to our recent telephone conversation, I enclose the last three years' accounts and tax returns for Cressingham Properties Limited and Dennis Fell Properties Limited to assist you in the provision of information to Martin and Jonathon required under the settlement agreement. As discussed, the accounts currently include a detailed profit and loss account for each company (on the back page) which do not form part of the statutory accounts and you will need to decide whether these should be removed or not before you forward the documents. I also enclose copies of my debtors and creditors lead schedules for these companies as at 31 March 2021 for use by yourself as a template and aid memoire for compiling an up to date analysis.

I must inform you that I am not in a position to advise you on the tax implications of the settlement agreement, as I consider this to be an area in which you need specialist advice and I have now officially retired in any case. You will recall that I effectively retired last year, but agreed to do your accounts for one last time to help you out, as you had not found a new accountant and were anxious to ensure the accounts were submitted on time. Going forward, you will now need to find a new accountant to deal with both the companies' affairs and the directors' personal tax returns.

Finally, I enclose a fee note in the sum of £60 covering the provision of the information accompanying this letter. As discussed in our telephone conversation, I look forward to receiving full payment for my outstanding fees by 31 March 2022.

Kind regards

Yours sincerely

  
C K Denney

Encs

# meridian

Private Client LLP - Solicitors

Wood Rydings Court, Packington Lane, Little Packington, Warwickshire CV7 7HN

Telephone: 01675 442430 Fax: 01675 443465

Your Ref:  
Our Ref: MXA/CC/FEL4.3

Mr Christopher J W Fell  
31 Beconsfield Close  
Dorridge  
Solihull  
West Midlands  
B93 8QZ

11 April 2022

**By Post and Email: [cjwfell@gmail.com](mailto:cjwfell@gmail.com)**

Dear Sir

**The Estate of Dennis Fell (Deceased)**  
**Claim No: PT-2021-BHM-000006**  
**In The High Court of Justice, Business and Property Courts at Birmingham**  
**Property, Trusts & Probate List (ChD)**  
**Re: Settlement Agreement 03 February 2022 ("The Settlement Agreement")**

We write with regards to the Settlement Agreement and the putting its terms in to effect.

Specifically we refer to compliance with paragraph 16 of the Settlement Agreement and the instruction of a single joint expert to value Dennis Fell Properties Limited and Cressingham Properties Limited with a further valuation of assets in Heronfield Developments Limited should the combined valuation of Dennis Fell Properties Limited and Cressingham Properties Limited not achieve £700,000.00.

We enclose a draft letter of instruction for you to agree. It will also be sent to Timothy Fell and Jonathan Fell for their agreement.

We note that of the three houses to be valued one sold last week. We are informed that the other two are imminently to become vacant and may then be sold. It may be that it can be agreed that net sale proceeds can be substituted for valuation figures.

We are also informed that there are some improved leasehold ground rents and chief rents. We will consider whether their value is de minimis and not worth the expense of valuation.

In the alternative the valuer should be invited to consider and, where necessary, allow for the potential liabilities of dilapidation claims given the very short unexpired terms of some of these interests.

We would invite your comments on these propositions.

Meridian Private Client LLP is a limited liability partnership registered in England and Wales No. 0C314808.

A list of members is available for inspection at the registered office of Meridian Private Client LLP (address as above). Any reference to a "Partner" means a member of Meridian Private Client LLP which includes individuals (Partners) who are not solicitors. We do not accept service by email.

Authorised and regulated by the Solicitors Regulation Authority. SRA No. 424932  
[info@meridianprivateclient.co.uk](mailto:info@meridianprivateclient.co.uk) | [www.meridianprivateclient.co.uk](http://www.meridianprivateclient.co.uk)

You will note the information and documentation that we propose to enclose with the letter of instruction to enable the agreed expert to carry out the valuations. To the extent that any of that information or documentation is within your sole control please supply it to us as a matter of urgency as it will be required in any event.

On behalf of our client we propose that the following firms be instructed to provide the joint expert:

- Jones Lang LaSalle
- Gerald Eve
- Knight Frank
- Lambert Smith Hampton

Please confirm if these are acceptable and that there are no conflicts. We can then send the agreed draft letter of instruction to them and seek quotes.

Please note that we have written in the same terms to the other Defendant.

Please acknowledge receipt in any event.

Yours faithfully

A handwritten signature in black ink, appearing to be a stylized 'R' or similar character, written over a light blue horizontal line.

**Meridian Private Client LLP**

encs

Dear Sir,

**Martin Anthony Fell -v- Christopher John William Fell, Timothy Dennis Stephen Fell and Jonathan Paul Quentin Fell**

**HIGH COURT OF JUSTICE, BUSINESS & PROPERTY COURTS AT BIRMINGHAM,  
PROPERTY TRUSTS & PROBATE LIST (ChD)**

**Claim No: PT-2021-BHM-000006**

***Introduction and the Claim***

This is an agreed letter of instruction for you to act as a single joint expert following the settlement of Civil proceedings. The instructing parties are the Claimant and three Defendants to the Claim, details of which are set out above. The instruction is for you to prepare a valuation report in relation to the following limited companies:

1. Dennis Fell Properties Ltd (DFL);
2. Cressingham Properties Ltd (CPL);
3. Heronfield Developments Ltd (HDL).

Please note that Meridian Private Client LLP act for the Claimant, the Michael Hill Partnership act for the Third Defendant and the First and Second Defendants are unrepresented.

The parties have, in fact, signed a settlement agreement and the Claim is stayed pending the agreed steps set out in that settlement agreement being completed. The production of your report is part of that process. We enclose a copy of the settlement agreement.

The settlement agreement provides the authority for you to be appointed and to act as expert and produce a binding determination. We would refer you to Clause 16 of the settlement agreement which says:

*"The parties will by 4pm 25<sup>th</sup> March 2022 (or within 7 days of a nomination by the president of the RICS) instruct the Valuer either by an agreed joint letter of Instruction or separate letters of instruction. The Valuer's fees will be met equally by each the Parties. For the avoidance of doubt, the Valuer will be Instructed as an expert (whose determination will be binding on the Parties)...."*

One of the agreed limbs of the settlement agreement is that Martin Fell and Jonathan Fell will end up as the sole shareholders and directors of DFL and CPL. Further, Christopher Fell and Timothy Fell will guarantee Martin Fell and Jonathan Fell that the value of DFL and CPL will not be less than £700,000. Further, if DFL and CPL are not valued at £700,000 or more, Christopher Fell and Timothy Fell will transfer assets to DFL and CFL from HDL (or its subsidiaries Martinvale Developments Limited (MDL) and Speedwell Estates Limited (SEL)) so that they do reach the threshold value of £700,000.

***DFL, CPL and HDL/ (MDL and SEL)***

The companies were property trading companies (but some have not traded for many years and could be treated as investment companies). The underlying assets predominantly comprise rented houses and long held residential freehold ground rents.

Your report is necessary where the parties are not in agreement as to the combined values of DFL and CPL, particularly in regard to the value of the freehold ground rents, potential latent tax liabilities and discounts applicable to private company shares.

The specific details of the properties owned by DFL, CPL and HDL (and MDL and SEL) are to be found in the annex to this letter entitled 'Schedule of Company Properties'.

This will include:

- (a) The address of each property;
- (b) Tenancy agreements;
- (c) Freehold ground rent lease terms and years remaining unexpired;
- (d) The purchase cost on acquisition or holding 'book' value;
- (e) Land Registry Official Copies;

### ***The valuation***

This will be a desktop valuation, utilising the following information that is in the annex to this letter entitled 'The Company Information', namely:

- (f) Full accounts for the last three years, including profit and loss;
- (g) The last three years Corporation Tax Returns (CT600);
- (h) Current Stock list (with individual book values);
- (i) Current list of Debtors;
- (j) Current list of Creditors;
- (k) 1 year's bank statements.

### **Request for documentation and other information**

Please confirm as soon as possible what further documents or information you may require and specify which party is to provide the documentation or information that you seek if it is clear that such documentation or information is not within the control of all of the instructing parties. You should not discuss the valuation directly other than with all of the instructing parties. Please make all requests for information and documentation in writing, copied to all instructing parties.

If the failure of a party or parties to supply documentation or information that you have requested prevents you from producing your report or causes you to have to caveat your report then please say so and explain why in writing.

### **Instructions**

The further authority for you to undertake the desktop valuation is provided by this letter.

The questions that you are to answer in your report, as set out in the balance of Clause 16 of settlement agreement, are:

- a) The present valuation of CPL and DFL;
- b) (If necessary) the value of CPL and DPL if (hypothetically) further assets proposed by Christopher and Timothy were transferred into either CPL or DFL; and
- c) If necessary, the identity of assets of HDL (or its subsidiaries), (which may include the shares of MDL and SEL), which should be transferred into DFL or CPL to achieve the said £700,000 valuation.

The desktop valuation should be prepared on the following basis:

- 1) Arms' length transaction between willing seller and willing buyer for the shares of DFL and CPL;
- 2) Open market value;

3) Reasonable period of marketing;

In relation to the desktop valuation of the company shares you are asked additionally to prepare your report covering the following:-

- i) When preparing your report, please set out the factors that you have taken into account in assessing any latent Corporation Tax or Capital Gains Tax liabilities;
- ii) When preparing your report, please set out the factors that you have taken into account in assessing any applicable discount for private company shares.

Insofar as freehold ground rents are concerned:

- iii) When preparing your report, please set out the factors that you have taken into account in formulating your ground rent portfolio valuation.
- iv) The current parliamentary announcements, proposed legislation, working papers and reports relating to ground rents and their operation and in particular, your professional opinion as to what effect the abolition of 'marriage' value and ground rent may have upon your valuation and the market going forwards for the ground rents which are part of the subject of this instruction.

**Your Report**

Your valuation report should comply with all relevant RICS guidelines and contain any statements required by the RICS.

Please let the parties know immediately if, at any time after producing your report, you change your views.

It is also important to let the parties know promptly if you need to update your report after it has been served, for example, because new evidence has come to light, so that we can consider whether an amended version of your report or supplementary report should be served.

**Your Fees**

If you take the instruction and fees can be agreed the parties will be jointly and severally liable for the payment of your fees to you. As set out above, please supply a fee quote. The fees are to be divided equally between the parties. Your invoices should be sent simultaneously to the instructing parties (or their Solicitors where they are represented).

**Endorsement**

We, the undersigned, confirm our instructions to appoint you as single joint expert acting on behalf of all parties, as set out in the terms of this letter.

Please can you confirm that you have received these instructions and that you are prepared to act. If you require any further information please ensure that all parties are copied in to any communication. All correspondence and discussions must be open and disclosed between all parties.

Yours faithfully

Yours faithfully

**Meridian Private Client LLP**  
Solicitors to Martin Anthony Fell

**Christopher John William Fell**

Yours sincerely

Yours faithfully

**Timothy Dennis Stephen Fell**

**The Michael Hill Partnership**  
Solicitors to Jonathan Paul Quentin Fell

DRAFT

# meridian

Private Client LLP - Solicitors

Wood Rydings Court, Packington Lane, Little Packington, Warwickshire CV7 7HN  
Telephone: 01675 442430 Fax: 01675 443465

Your Ref:  
Our Ref: EGD/ACL/FEL4.5

Tracy Creed  
Sydney Mitchell LLP  
Chattock House  
346 Stratford Road  
Shirley  
Solihull  
B90 3DN

04 February 2022

Dear Tracy

**Estate of the late Laurence James Fell**  
**Our client Martin Anthony Fell**  
**Your client: Christopher John William Fell**

I write in respect of the information needed to complete the administration of the estate which your client agreed to provide in the settlement agreement signed yesterday.

## Trust Assets

Please provide a copy of the IHT100 for each of the following trusts:

- D W S Fell Settlement dated 6 April 2002
- D W S Fell Settlement 10 April 2004
- Any trust from which Laurence was entitled to the income arising from terms Dennis Fell's will (I assume, but please confirm, that will be no such trust).
- Any trust from which Laurence was entitled to the income arising from terms Lily Fell's will (again I assume but please confirm there was no such trust).

Meridian Private Client LLP is a limited liability partnership registered in England and Wales No. 08127480.  
A full list of partners is available for inspection at the registered office of Meridian Private Client LLP (address as above). Any reference to "Partners" includes a reference to Meridian Private Client LLP which includes individuals ("Partners" who are not solicitors. We do not accept service by email.

Authorised and regulated by the Solicitors Regulation Authority, SRA No. 424832  
info@meridianprivateclient.co.uk | www.meridianprivateclient.co.uk

If the IHT100s are not yet available please let us have the following information in relation to each of the trusts:-

1. Unique tax reference (UTR) of the trust.
2. Details of the assets in the trust to include a description of each of the assets and the value at the date of death.
3. Confirmation as to whether the trustees will pay any IHT at the same time as the estate IHT is submitted.
4. Details of the contributions to the pension schemes including details of who made the payments, when the payments were made and how much.

### **Employment**

I understand that Laurence was employed at one of the family companies and there were arrears of salary due. If this was not the case let me know but if it was, please advise:

5. the amount of the arrears due.
6. the amounts of salary earned by Laurence and the income tax deducted at source for the tax year of death and the previous tax year.
7. any further entitlements due to Laurence from the companies (arising from his employment or otherwise).
8. Details of the contributions to the pension schemes including details of the amounts of the payments, who made them and when they were made.

### **Other assets**

I understand that there were various other assets which your client will be aware of as Laurence's attorney in lifetime. Please can you provide details of:

9. Loan account in Cressingham Properties Limited due to Laurence.
10. Personal Registration Plate LJF 100.
11. Loan due from the 2004 Trust.
12. all assets of the estate that are not listed above.
13. all income received (and due) to Laurence from 5<sup>th</sup> April 2018 to his date of death.

I look forward to hearing from you.

Yours sincerely

*Eamonn Daly*

**Eamonn Daly**  
Partner

Direct Dial: 07517 109011

Direct Email: [eamonn.daly@meridianpc.co.uk](mailto:eamonn.daly@meridianpc.co.uk)

**The Martin Anthony Fell Settlement made on 10<sup>th</sup> April 2004**

**LETTER OF AUTHORITY**

We the undersigned hereby authorise you to send to Meridian Private Client LLP solicitors of Wood Rydings Court, Packington Lane, Little Packington, Warwickshire CV7 7HN all funds you are holding on behalf of the trust and in particular the proceeds of sale of 16 Tyneham Crescent, Liverpool and 15 Scarborough Crescent, Maltby.

The receipt of Meridian Private Client LLP shall be your sufficient discharge.

Signed.....

**CHRISTOPHER JOHN WILLIAM FELL**

Signed.....

**TIMOTHY DENNIS STEPHEN FELL**

Dated.....2022