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Mr Timothy Fell
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Our Ref: MXA/LO/FEL4.7

17 May 2022

BY POST, EMAIL TO: tdsfell@hotmail.com & FAX TO: 01564 794 746

Dear Sir

Claim Number: BL-2022-BHM-000035

Mr Martin Anthony Fell – v- Mr Christopher John William Fell (1), Mr Timothy Dennis Stephen Fell (2), Mr Johnathan Paul Quentin Fell (3), Dennis Fell Properties Limited (4), Heronfield Developments Limited (5), Martinvale Developments Limited (6), Speedwell Estates Limited (7), Cressingham Properties Limited (8) and Mrs Anna Marie Fell (nee Cabale) (9)

Further to recent correspondence, you will recall from our client's Particulars of Claim, we had stipulated that we were not going to seek to recover costs from you in the first instance.

This was on the clear understanding of you mutually agreeing to positively assist our client in protecting and safeguarding assets within the Companies in which our client (and Jonathan) were due to have an interest in following the Settlement Agreement dated 3rd February 2022.

In particular, and pursuant to that commitment, you will recall your meeting with Matthew Fell on 15 March 2022 whereby, in accordance with your instructions, letters were prepared and signed by you and sent to:-

1. Waldrons Solicitors;
2. Quality Solicitors Davisons;
3. Grove Tompkins Bosworth Solicitors;
4. George Davies Evans Solicitors;
5. HSBC; and
6. Bond Wolfe Auctions

Copies of these letters are attached for your convenience.

It was understood that you would ensure that there were no sales of assets from DFP/CPL (other than the already disclosed and agreed 4 Imrie Street). Further, where prior sales were in hand from all Companies in the normal course of business, sale proceeds would be retained by the acting firm of solicitors.

Subsequently, we now understand the position to be that you reneged on this agreement. In particular, it seems clear that you (in conjunction with Christopher) took steps to withdraw the instructions to the various solicitors and banks in place to hold money / halt any sales. In fact, it transpires that active steps have been taken to continue disposal of assets from all Companies in flagrant breach of both the Settlement Agreement and your assurances given on 15 March 2022. It is not clear when your instructions protecting assets and sale proceeds were removed. We would ask for clarification in respect of this.

As a result, all Companies assets were offered for quick sale at bargain prices and a number of property sales completed. Substantial monies were withdrawn from the companies by Christopher (who appears to have fled abroad), including the entirety of the formerly protected sale proceeds on 4 Imrie Street. None of this loss would have been incurred, but for the withdrawal by you of your previous safeguarding instructions.

In addition to 4 Imrie Street we understand some sales include:-

1. DFP – 19 Wirehill Drive;
2. DFP – 29 Burlish Close;
3. DFP – 15A Leach Green Lane;
4. DFP – 21 Leach Green Lane;
5. DFP – 23A Leach Green Lane;
6. DFP – 33 Leach Green Lane;
7. DFP – 33A Leach Green Lane;
8. DFP – 35 Leach Green Lane;
9. DFP – 35A Leach Green Lane;
10. SEL – 51 Cherington Close;
11. SEL - 6 Arlescote Close;
12. SEL – 70 Highcliffe Road;
13. SEL – 'Davita' Old Kingsbury Road;
14. SEL – 21 Orchard Close;
15. SEL – 13 Winford Avenue;
16. SEL – 11 Wootton Rise;
17. SEL – 24 Kinross Crescent;

RECENT SALES

63. 9/21 (EAST WOOD) \$101,250

18. SEL - 36 Radnor Drive; and

LEIGH (11.200) # 7/21 \$9,700

19. SEL - 56 Lomaine Drive.

We are endeavouring to ascertain which properties have been sold/completed and the whereabouts of any proceeds. Not all conveyancing solicitors are fully cooperating with the provision of information. To the extent you are able, we require further information in respect of the same.

We would also invite you to provide the outstanding information that Christopher was Ordered to provide by HHJ Rawlings on 6 May 2022. We recall that you suggested to HHJ Rawlings that you would be in a position to provide the same.

In the circumstances, and as a result of your actions, we make it clear to you that our client has no alternative but to also seek the recovery of costs from you. Further, we shall, moving forward, seek to include you personally in any formal Orders that the Court is prepared to make. In particular, any Order made following the Hearing on 31 May 2022.

Without the above actions taking place, Christopher would not have been able to take any steps which have ultimately benefitted him and potentially caused considerable loss to our client. Your actions clearly facilitated this.

Please acknowledge safe receipt.

Yours faithfully

Meridian

Meridian Private Client LLP

Enc.

EVEN GIVEN

ACTUAL SALE VALUE HE
STILL LOST IN ORIGINAL VALUE

VALUATION.

MAF

19 LEIGH 4.750 x 19 = \$90,250.

10,350 x 19 = \$196,650.

5600

5/1000

\$106,400

36 11.200 x 19 212,800.

SHORTFALL \$ 122,550.