

Subject: Claim L00BP152 – Non-Engagement With Fundamental Financial Inconsistencies

9 January 2025

Dear Mr Luke Cornwall,

We write in response to your letter dated 9 January 2026.

Your response does not engage with the substance of the matters raised. It instead seeks to characterise them as “irrelevant”, while relying upon authority that is inapposite to the issues identified.

1. Your reliance on Reed v Woodward is misplaced

The principle cited concerns the presumption applied to a receiving party’s bill of costs in the context of costs assessment.

It does not address—nor does it displace—the requirement that costs advanced to the Court must be:

- genuinely incurred;
- attributable to a client capable of incurring them; and
- not founded upon representations that are materially misleading as to financial capacity.

The issue raised is not a speculative challenge to arithmetic accuracy. It is whether the costs asserted can lawfully be attributed to your client at all.

2. “Irrelevant to the dispute” is unsustainable

You assert that the requested documentation is irrelevant. That position cannot stand where:

- your firm has represented that costs in excess of £100,000 were incurred; (noting that approximately one week prior to the submission of that figure to the Court, Mr Mayo stated to me directly that he had incurred legal costs in the region of £80,000. The relevance of this point lies in the absence of any financial verification and capacity accompanying either figure, notwithstanding repeated requests.)
- it is also asserted that your client paid £120,000 for land; and
- no evidence has been produced showing lawful income, source of funds, or payment pathway for either representation.

Where two six-figure financial representations are advanced to the Court, and no evidential foundation is produced for either, the issue is not collateral. It goes directly to the integrity of the case being advanced and the propriety of the costs claimed.

3. The obligation rests with the firm

You state that you will not provide the requested material absent an application. That position does not answer the concern raised.

Where a firm advances costs schedules to the Court, the firm assumes responsibility for ensuring that those representations are proper, accurate, and capable of justification if questioned—particularly where the client’s financial capacity has been repeatedly queried.

The Court is entitled to expect that a firm would not advance six-figure costs on behalf of a client unless either payment had been made or a genuine, enforceable liability existed, supported by demonstrable capacity to pay.

4. The land transaction remains unanswered

Your letter is silent on the separate inconsistency raised concerning the alleged £120,000 land purchase.

No believable or verifiable conveyancing completion evidence, bank transfer records, or source-of-funds documentation has been produced evidencing that payment. That omission remains unexplained.

5. Record position

For the avoidance of doubt:

- the issues raised have not been withdrawn;
- they are not speculative;
- and your refusal to engage substantively with them is recorded.

If these matters are not addressed, they will be relied upon as demonstrating that the financial representations advanced to the Court cannot safely be treated as reliable.

This correspondence is served for the record and for inclusion on the court file.

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The following matters are recorded separately as they bear on credibility rather than substance.

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Pattern of Inconsistent Representations and Credibility Concerns – For the Record

It is further recorded that Mr Cornwall has repeatedly advanced inconsistent and inaccurate representations in correspondence, including as to matters that are objectively verifiable.

By way of example, Mr Cornwall has asserted that correspondence sent to the email address ***nbaddick@seldons.co.uk*** was improperly directed. However, that address is publicly listed on the Law Society's register as an official contact email associated with Mr Cornwall's practice at Seldons LLP. Any suggestion that use of that address was improper or inappropriate is therefore inconsistent with the firm's own publicly declared regulatory information.

This is not an isolated instance. Similar inconsistencies arise throughout Mr Cornwall's correspondence, including in relation to documentary provenance, financial representations advanced on behalf of his client, and the characterisation of issues that have been formally particularised and served.

Taken together, these matters are recorded because they bear directly upon the reliability of representations made by Mr Cornwall, the care with which material is advanced to the Court, and the credibility of assertions that are now relied upon to resist scrutiny. No clarification or correction has been offered.

In any event, in the absence of any explanation as to how your client could lawfully fund the transactions and costs asserted, and given your continued refusal to engage with those questions, the only rational inference is that the financial representations advanced to the Court cannot be supported. That inference is now fixed on the record.

Yours faithfully,

Mr J

(Without admission of party status; objection to joinder maintained)