



**Development Owners'  
Association**

Private address:



6 April 2025

Kangs Solicitors  
34 St Paul's Square  
Birmingham  
B3 1QZ

For the attention of: Mr Stuart Southall

[ssouthall@kangssolicitors.co.uk](mailto:ssouthall@kangssolicitors.co.uk)

Iqra Sajid

[isajid@kangssolicitors.co.uk](mailto:isajid@kangssolicitors.co.uk)

Charlie Limousin

[climousin@kangssolicitors.co.uk](mailto:climousin@kangssolicitors.co.uk)

Dear Mr Southall,

**Re: Club Los Claveles Limited**

**Your ref: SPS.is.cl.LosClaveles.01**

I refer to your letter of 4<sup>th</sup> April 2025.

I note that your firm is instructed to act on behalf of Club Los Claveles and its (now former) Committee. You will no doubt be aware that you are not the first law firm to act on behalf of Mr Fletcher and his associates and I suspect you won't be last given your client's habit of employing law firms as hired guns and then firing them.

If you have been properly instructed, then you will be further aware that on 31<sup>st</sup> December 2021 your client made an Application in the High Court for an injunction against me which was unsuccessful. The Court heard the Application on 7 January 2022. Your client was represented at the hearing by Mr Joshua Monro of Counsel. I was represented by Mr Jack Watson, also of Counsel. Having heard from both Counsel the Court dismissed the Application and ordered your client to pay to me the costs of my defending the Application. A sealed copy of the Order has been provided to BTO Solicitors LLP, the solicitors instructed by your clients to make the Application.

The legal fees of my Counsel, Mr Jack Watson, amounted to £7,500 plus VAT. Having settled Mr Watson's fee note for preparing and attending at the hearing, even without taking account of my solicitor's costs, I'm sure you'll agree that I am entitled to be reimbursed Mr Watson's professional fees in the total sum of £9,000. Your client has been requested on numerous occasions to pay these costs in compliance with the Order but has failed to make payment.

Moreover, your client has not applied for the Order to be set aside. Given this, unless your client does not have sufficient funds, there is no reason (legal or otherwise) why they should continue to flout their obligations to the Court in respect of payment of these costs. Your clients clearly have sufficient funds to pay your fees and, I assume, the fees of your predecessors, so I fail to understand why they have continued to ignore this clear direction of the Court.

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Please would you take your client's instructions and let me know if they are now able to comply with the terms of the Order and will make payment of Counsel's fees. I hope that it does not become necessary to issue a winding-up petition but, three years having elapsed since the making of the Order, it is no longer acceptable to me that your clients should continue to make allegations and threats against me whilst at the same time continuing to ignore the terms of the Order.

Turning to your letter, I note you require a response within 7 days. Why? Please can you explain why your clients need a response within 7 days. This is not a reasonable timeframe for a response given the allegations made against me and the length and complexity of this dispute. Also, whilst I'm not a lawyer, I doubt the demand for a response within 7 days complies with the pre-action protocols of the Civil Procedure Rules. Please can you explain this timeframe given that the matters raised by you in your letter are, in your words, serious matters and will give rise to formal action being taken against me (including another application for injunctive relief) unless I agree to the Undertakings demanded by your client. Unless you are able to provide good reasons as to why 7 days is a reasonable time then this is a clear and obvious attempt to bully and intimidate me.

As above, I do not consider 7 days a reasonable period in which to be able to provide a substantive response or take legal advice, and I should be grateful if you could explain to me why you do. I look forward to hearing from you on this point by no later than **4pm on Monday 7<sup>th</sup> April, 2025**. If I do not hear from you then I reserve the right to bring your letter to the attention of the court as evidence of you and your client's attempt to bully me into agreeing to your client's demands without having reasonable opportunity to consider the allegations made against me or to take proper legal advice.

Also, if your demand for a response with 7 days is not compliant with your obligations under the pre-action protocols, then I reserve the right to make a complaint to the Solicitors' Regulation Authority without further notice.

Yours sincerely

A handwritten signature in black ink that reads "Roger Barrow". The signature is written in a cursive, slightly slanted style.

**P. Roger Barrow**

President, Los Claveles Community



Private address:



6 April 2025

Kangs Solicitors  
34 St Paul's Square  
Birmingham  
B3 1QZ

Date: 11 April 2025

For the attention of: Mr Stuart Southall  
[ssouthall@kangssolicitors.co.uk](mailto:ssouthall@kangssolicitors.co.uk)  
Iqra Sajid  
[isajid@kangssolicitors.co.uk](mailto:isajid@kangssolicitors.co.uk)  
Charlie Limousin  
[climousin@kangssolicitors.co.uk](mailto:climousin@kangssolicitors.co.uk)

Dear Mr Southall,

**Re: Club Los Claveles Limited**  
**Your ref: SPS.is.cl.LosClaveles.01**

Further to my earlier letter of 6<sup>th</sup> April to which I have not received the courtesy of a response, I now set out a more substantive response to your letter dated 4<sup>th</sup> April 2025 received by email and post.

Before addressing the specific allegations made against me in your letter, I would like to point out that your firm cannot be representing Club Los Claveles or Club Los Claveles Committee as the Committee I represent, and am President of, has not instructed you to act on its behalf. In other words, neither I nor any member of the Club Los Claveles Committee recognises your authority in this matter. Any other Committee or person purportedly acting on behalf of Club Los Claveles or Club Los Claveles Committee is not a member of the current Committee which was legitimately elected by the Club Owners at the Special General Meeting that took place on 28<sup>th</sup> November 2024. At that SGM, the Committee formed by Mrs. Ann Burston, Mr. Walter Farquhar, Mr. Terence William Smith, Mrs. Carol Parkinson, Mr. Albert Fletcher and Mr. Raymond Steele (as advisor) was suspended and the new permanent Committee members were duly elected.

In regard to the specific allegations made against me in your letter, I will say as follows:

1. First matter of complaint in your letter:
  - Accusation of misleading the Court.

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**My response: Of course I am not misleading any Court and any suggestion to the contrary is denied. As of 28<sup>th</sup> November 2024 I became the duly elected Chairman of Club Los Claveles. If your client seeks to bring contempt of court proceedings against me in the Spanish Court these proceedings will be vigorously defended.**

2. Second matter in your letter.

My responses to the allegations of unlawful actions noted in your letter are as follows:

- You say that I am making deliberate and false representations that the Committee Chairman, Mr Albert Fletcher, is unlawfully receiving monies that he is benefitting from (i.e. he is unjustly enriching himself).

**My response: This is untrue. I never stated that Mr Fletcher has attempted to enrich himself, just that moneys the former Committee has received from Club Owners in payment of invoices purporting to be for ‘Maintenance’ have not been received in the Community Maintenance account and have therefore never been applied in the maintenance and upkeep of the resort. Such monies are, I assume, paid into a private company’s account alien to the Los Claveles Community.**

- You accuse me of restraining bona fide owners from attending the Los Claveles.

**My response: This is untrue. I do not have and never had any control over who attends the site, that is the role of the resort management and administrator. I would also add that it would be helpful if you acquainted yourself with the rules under which Club Owners are able to attend the site. Of these, a fundamental requirement is that Club Owners pay their maintenance fees to the Community Maintenance account from which the expenses of the resort can be disbursed. Those Club Members who have paid their maintenance fees to the Community Maintenance account have been welcomed at the resort and enjoyed unfettered access to their villas. I’m sure you’ll agree that it would be wholly unfair on these Club Members that they should subsidise those who, because of the dispute, refuse to pay their maintenance fees to the Community Maintenance account but demand access to their villas.**

- You accuse me of extorting monies from the majority owners who are able to attend and in circumstances where they do not immediately pay (despite there being no obligation to do so), me arranging for the utilities to be disconnected;

**My response: Absolute rubbish. I am neither extorting nor requesting money from Club Owners, that is the role of the administrator and I have no access to this money. I am not aware of utilities being disconnected.**

- You say that I (or others at my election) have failed to comply with the Arbitration award made in favour of your client and specifically, failing to provide the deeds of ownership, keys, access, proprietary database and other needed essential information relating to the Los Claveles site;

**My response: The arbitration has nothing to do with me, I am not a party to the arbitration as you well know, and I have no management control or influence over Wimpen who are the counterparty to the arbitration. I would also point out that your complaint fails to take account of the subsequent second arbitration or the matters that your clients have failed to comply with. I do not have any access to the deeds of ownership, keys, access, proprietary database and other essential**

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**information relating to the Los Claveles site.**

- You accuse me of having manufactured significant fake votes in order to enable me to "designate" myself as Chairman.

**My response: Seriously? Fake votes? What evidence do you have of this fraud which, I might add, is a very serious allegation. As I said in my initial statement above, to bring an end to 10 years of division and conflict, the previous Committee was removed and a new Committee was elected at the SGM on 28<sup>th</sup> November 2024, by an overwhelming majority of Club Owners. The new Committee elected me as President. There were no 'fake' votes. The whole voting process was verified by Deloitte, a major international firm of accountants who were engaged specifically to ensure that the election was carried out properly and all votes validated.**

In respect of the complaints mentioned above, you say in your letter that these amount to false representations "about your client" and then go on to identify Mr Fletcher as the client in question. Please note, to avoid duplication of effort on your part, any allegations of malicious falsehood against Mr Fletcher based on the complaints noted above are also denied.

To be clear, I refute and deny any accusations of unlawful conduct, malicious behaviour or false representations. On the contrary, I have always worked in the best interests of Los Claveles and Club Owners. This is why I shall not agree to the Undertakings you have proposed but shall regard these as further evidence of your client's refusal and negative disposition to find an amicable solution for Los Claveles.

Please be aware that if you decide to continue with any threatening action against me either in UK or Spain I will be properly defended by legal specialists.

As I have not had the courtesy of a response to my previous letter I should be grateful if you would acknowledge receipt of this letter and its contents by return.

Finally, and as your client is in the habit of sharing legal correspondence with his associates and supporters as well as on his website, I should make clear that I reserve the right to share the content of your letter and our correspondence concerning this matter with my Committee and Club Owners.

Yours faithfully



**P. Roger Barrow**  
**President Los Claveles**