Witness Statement of Morgan Ellery

Party: Claimant
Witness: M. Ellery
Statement: 1st
Exhibits: ME1 to ME9
Date made: 20 November 2026
Date of translation: none (made in English)

[Place these 6 lines in the top right-hand corner of the first page.]

IN THE COUNTY COURT AT MARLSTONE

Claim No. Q26ML041

BETWEEN:

Morgan Ellery
Claimant

and

Northwind Roofing Limited
Defendant

WITNESS STATEMENT OF Morgan Ellery

I, **Morgan Ellery**, of 14 Larch Rise, Marlstone ZZ9 4QT, will say as follows:

1. I am the Claimant in this claim. I work as a secondary school science teacher. I have worked at Marlstone Park Academy since September 2015.

2. I own the house at 14 Larch Rise, Marlstone ZZ9 4QT (the "House") with my partner, Sam Reyes. We bought it in May 2019 and have lived there since then. The House is a 1930s semi-detached house with a single-storey kitchen extension at the rear. The extension has a flat roof of about 18 square metres (the "Roof").

3. The Defendant, **Northwind Roofing Limited** (the "Defendant"), is a roofing company based in Marlstone. Its director is Mr Callum Dray. I am not related to anyone at the Defendant, and I had no dealings with it before 2026.

4. I make this statement in support of my claim against the Defendant for the cost of putting right the Roof and the damage that water coming through it caused to my kitchen. The total amount I claim is **£11,040**, as set out in paragraphs 41 to 47.

5. I wrote this statement myself at home on my laptop between 9 November 2026 and 18 November 2026. Nobody interviewed me for it. I made it in my own words, in English, which is my first language.

6. To prepare it I read my emails, text messages and bank statements from February 2026 to October 2026, the photographs on my phone, the Defendant's quotation and invoice, and the reports and invoices that I exhibit below. Where I give a date or a time, I have checked it against one of those documents unless I say otherwise.

7. A friend, Ms Ruth Penhallow, read a draft to check my spelling. She did not suggest any change to the facts.

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The facts in this statement are within my own knowledge unless I say otherwise. Facts within my own knowledge are things that I saw, heard, did or was told directly by the Defendant.

9. Where a fact comes from someone else or is a matter of belief, I say so and I name the source. Those matters are in paragraphs 37 to 40. I believe them to be true.

10. I am not a builder or a surveyor. Where I describe the cause of the leak I rely on the report of the surveyor I instructed, and I say so when I do.

11. In January 2026 I noticed that the felt on the Roof was blistered and that moss was growing in the corner by the house wall. No water was coming in at that time. I decided to have the Roof replaced before the next winter.

12. On 24 February 2026 I asked 3 roofing companies for quotations through a local trades website. The Defendant replied on the same day.

13. On 2 March 2026 Mr Dray visited the House. He went up a ladder and looked at the Roof for about 15 minutes. He told me that the old felt had "had it" and that he would strip it, replace any rotten boards, and lay a new single-ply rubber membrane with new flashing where the Roof meets the house wall.

14. On 4 March 2026 the Defendant emailed me a written quotation for £6,840 including VAT. The quotation describes the work as "strip existing felt, replace defective decking as required, supply and fit EPDM membrane, new lead flashing to wall abutment, new trims and outlet". It states that the work comes with a "10-year workmanship guarantee". I refer to a copy of the quotation and covering email marked **"ME1"**.

15. I accepted the quotation by email on 5 March 2026 and paid a deposit of £1,000 by bank transfer on the same day.

The work on the Roof

16. The Defendant's 2 roofers started work on Monday 13 April 2026 at about 8:15 am. I was at home that week because it was the school Easter holiday.

17. On 13 April 2026 and 14 April 2026 the roofers stripped the old felt and replaced 4 boards. I saw the new boards from my bedroom window.

18. On 15 April 2026 and 16 April 2026 they laid the new membrane. It rained for part of the morning of 16 April 2026, and they stopped work for about 2 hours.

19. On Friday 17 April 2026 the roofers fitted the edge trims and the outlet. At about 1:30 pm one of them, who told me his name was Lewis, knocked on the back door and said that the job was finished. I asked him whether the flashing against the house wall had been done. He said that the membrane "goes up the wall" and that "it's all sealed". I did not go up onto the Roof and I could not see the top edge of the membrane from the ground.

20. On 17 April 2026 the Defendant emailed me its invoice for the balance of £5,840. I paid it by bank transfer on 20 April 2026. I refer to the invoice and my bank statement showing both payments marked **"ME2"**. I refer to the guarantee certificate the Defendant sent me on 21 April 2026 marked **"ME3"**.

The first leak

21. On 2 June 2026 I left for work at 7:10 am. It was raining heavily. At 7:52 am Sam sent me a text message and a photograph showing water dripping from the light fitting in the kitchen ceiling.

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I came home at 4:20 pm. I saw a brown stain about 1 metre across on the kitchen ceiling, next to the house wall. Water was still dripping from the light fitting into a bucket. The plaster around the light fitting was soft when I pressed it.

23. I took 14 photographs of the ceiling, the floor and the kitchen cupboards that afternoon. I refer to those photographs marked **"ME4"**.

24. At 4:45 pm I telephoned the Defendant's office and reported the leak. At 4:58 pm I emailed the photographs to the Defendant. I refer to my emails and text messages with the Defendant from 2 June 2026 to 9 July 2026 marked **"ME5"**.

25. On 4 June 2026 Lewis came to the House alone. He was on the Roof for about 40 minutes. When he came down he told me that he had "run some sealant along the top" and that this would "sort it". He did not tell me what had caused the leak.

The second leak

26. On 21 June 2026 there was heavy rain overnight. At 6:30 am I found water dripping again from the light fitting and from a new crack in the ceiling about 30 cm from the house wall. A section of plaster about 40 cm by 25 cm fell onto the worktop at about 7:15 am. I photographed it, and those photographs are included in **"ME4"**.

27. At 7:40 am I emailed the Defendant and asked it to return under the guarantee.

28. On 23 June 2026 Mr Dray telephoned me. He said that the Defendant's work was "spot on" and that the water must be coming from my gutter, which he said was blocked. He said that any further visit would be charged at £85 per hour. I said that the gutter had been cleaned in March 2026. He said that he would not send anyone without payment.

29. On 25 June 2026 I wrote to the Defendant by email and by recorded post. I asked it to inspect the Roof under the guarantee within 14 days. It did not reply. I refer to that letter and the Royal Mail proof of delivery, which are included in **"ME5"**.

The surveyor's inspection and the repair

30. On 1 July 2026 I instructed an independent chartered building surveyor, Ms Harriet Quell of Quell Building Surveys, to inspect the Roof. She inspected it on 3 July 2026 while I was at home. I watched her lift the top edge of the membrane at the house wall. I refer to her report dated 8 July 2026 marked **"ME6"**.

31. On 9 July 2026 I sent a copy of the report to the Defendant and asked it to put the Roof right within 21 days. It did not reply.

32. I then obtained 2 quotations for the repair. I accepted the lower one, from Fenwick & Daughter Roofing, for £7,950 including VAT. Fenwick & Daughter stripped and re-laid the Roof between 3 August 2026 and 6 August 2026. Since then the kitchen has stayed dry, including during the storms of 17 October 2026 and 18 October 2026. I refer to their quotation, invoice and photographs marked **"ME7"**.

How I refer to documents

33. Each document or group of documents that I rely on is exhibited to this statement and marked with my initials and a number, from **"ME1"** to **"ME9"**. The exhibits are kept separate from this statement in a paginated bundle. Where I mention a document in the text, its exhibit mark appears in bold.

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My photographs in **"ME4"** are printed in the order in which I took them, with the date and time stored by my phone printed under each one. I have not edited, cropped or filtered them.

35. The messages in **"ME5"** are complete. I have not removed any message from the exchanges, and I printed them directly from my email account and from my phone.

36. If I make a further witness statement in this claim, the numbering of my exhibits will continue from **"ME10"**.

Matters of information and belief

37. Sam Reyes told me on the evening of 2 June 2026 that he first noticed water dripping in the kitchen at about 7:45 am, and that by the time he left at 8:30 am about 2 litres had collected in the bucket. I believe what he told me because it matches the text message and photograph he sent me at 7:52 am, which are included in **"ME5"**. Sam has made his own witness statement and will attend the trial.

38. My next-door neighbour, Mrs Aileen Brodie, told me on 18 April 2026 that she had watched the roofers from her garden on the afternoon of 16 April 2026, and that they had worked on the Roof in the rain "with water pooling against the wall". I believe that she told me this honestly. Mrs Brodie is 84 years old and has told me that her health does not allow her to come to court, so I do not intend to call her as a witness. I have written to the Defendant to tell it so and to give that reason.

39. Ms Quell's report in **"ME6"** states that the membrane was turned up the house wall by about 40 mm instead of being dressed up to at least 150 mm, that no lead flashing was fitted at the wall, and that a bead of sealant was the only seal along the top edge. The report states that this detail allowed rainwater running down the wall to enter behind the membrane. I am not qualified to give an opinion on that, and I rely on the report for it. I saw for myself on 3 July 2026 that there was no lead at the wall when Ms Quell lifted the edge of the membrane.

40. The owner of Fenwick & Daughter Roofing, Mr Tom Fenwick, told me on 3 August 2026 that the decking under the top edge of the membrane was wet and that 2 boards had started to rot. I saw the 2 boards myself after they had been removed, and they are shown in the photographs in **"ME7"**.

Damage and losses

41. The water damaged the kitchen ceiling, the light fitting, the paint on 2 walls and some of my belongings. I describe here only what I saw and what I paid.

42. **Repair of the Roof:** I paid Fenwick & Daughter Roofing **£7,950** on 7 August 2026 (**"ME7"**).

43. **Ceiling:** Marlstone Plastering Services took down the damaged section of ceiling, replaced the plasterboard and re-skimmed the whole ceiling on 12 August 2026. I paid **£1,420** (**"ME8"**).

44. **Decoration:** A decorator, Mr Ade Bello, painted the kitchen ceiling and the 2 water-stained walls on 19 August 2026 and 20 August 2026. I paid **£680** (**"ME8"**).

45. **Belongings:** The water that fell on 21 June 2026 soaked a cookery book collection on the open shelf and ruined a coffee machine that was standing on the worktop below the light fitting. I replaced the coffee machine for £389 and 6 of the books for £151, a total of **£540**. I refer to the receipts marked **"ME9"**.

46. **Surveyor's fee:** I paid Ms Quell **£450** for her inspection and report on 10 July 2026 (**"ME6"**).

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The total of the amounts in paragraphs 42 to 46 is **£11,040**. I am not claiming for the time I spent dealing with the leak or for the 2 weeks in August 2026 when we could not use the kitchen.

The Defendant's account

48. I have read the Defence dated 2 October 2026. I deal here only with the facts in it that I know about.

49. The Defence says that the leak was caused by a blocked gutter at the edge of the Roof. That is not right as far as I know. A local window cleaner, Brightpane Window Cleaning, cleared the gutters on the House on 28 March 2026, 2 weeks before the Defendant started work. I refer to its invoice marked **"ME9"**. The water came through the ceiling next to the house wall, which is the opposite side of the kitchen from the gutter. In the photographs in **"ME4"** taken on 21 June 2026, the gutter is visible and clear.

50. The Defence says that the Defendant was never told about the second leak. I emailed the Defendant on 21 June 2026 at 7:40 am and Mr Dray telephoned me about it on 23 June 2026. Both are shown in **"ME5"** and on my phone's call log, a screenshot of which is included in **"ME5"**.

51. The Defence says that I refused access for a further inspection. I did not refuse access. On 23 June 2026 Mr Dray said that he would only send someone if I paid £85 per hour. My letter of 25 June 2026 asked the Defendant to inspect. It did not reply to that letter or to my email of 9 July 2026.

52. The Defence says that Fenwick & Daughter Roofing replaced the Roof when a smaller repair would have been enough. I accepted their quotation because Ms Quell's report recommended that the membrane be lifted and re-laid with a proper upstand and flashing, and because they found wet and rotten boards when they lifted it. I did not ask them to do any work beyond that.

Attendance at the trial

53. I understand that this statement will stand as my evidence at the trial and that I may be asked questions about any part of it. I intend to attend the trial in person.

54. I am not available between 6 April 2027 and 16 April 2027, when I will be leading a school field trip that was booked in June 2026. I ask the court to avoid those dates if it can.

55. I do not need an interpreter. I do not need any adjustment to give evidence.

Statement of truth

I believe that the facts stated in this witness statement 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: (signature of the witness)

Full name: Morgan Ellery

Date: 20 November 2026

[Initial every handwritten alteration in the margin before you sign.]

Not required for this statement. Use it only if the witness cannot read or sign the statement.

I, **Priya Lockwood**, of Lockwood & Hale Solicitors, 3 Market Row, Marlstone ZZ9 1AB, being a

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person able to administer oaths and take affidavits, certify that:

(a) I read this witness statement and the statement of truth to the witness, **Morgan Ellery**, in English;

(b) the witness appeared to understand the statement and the statement of truth, approved the statement as accurate, and confirmed that the statement of truth is true;

(c) I explained to the witness that proceedings for contempt of court may be brought against anyone who makes a false statement in a document verified by a statement of truth without an honest belief in its truth; and

(d) the witness signed, or made a mark on, the statement of truth in my presence.

Signed: (signature of the authorised person)

Date: (date of signing)

Not required for this statement. Use it only if the statement was made in a language other than English.

I, **Tomasz Wierzbicki**, of 22 Mill Lane, Marlstone ZZ9 2CD, certify that I am competent to translate from Polish into English, that I have translated the witness statement of **Morgan Ellery** dated 20 November 2026, and that the English translation attached to the original statement is accurate. I have signed the original statement.

Signed: (signature of the translator)

Date of translation: (date)

Index of exhibits to the 1st witness statement of Morgan Ellery

Mark

Description

Date

ME1

Quotation and covering email from the Defendant

4 March 2026

ME2

Invoice from the Defendant and bank statements showing payments of £1,000 and £5,840

5 March 2026 to 20 April 2026

ME3

Workmanship guarantee certificate

21 April 2026

ME4

31 photographs of the kitchen, the ceiling and the gutter

2 June 2026 and 21 June 2026

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ME5

Emails, text messages, call log screenshot and letter of 25 June 2026 with proof of delivery

2 June 2026 to 9 July 2026

ME6

Report of Ms Harriet Quell and her fee invoice

8 July 2026 and 10 July 2026

ME7

Quotation, invoice and photographs of Fenwick & Daughter Roofing

22 July 2026 to 7 August 2026

ME8

Invoices of Marlstone Plastering Services and Mr Ade Bello

12 August 2026 to 20 August 2026

ME9

Receipts for replacement belongings and gutter cleaning invoice

28 March 2026 to 30 June 2026

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