

**TRANSCRIPT OF PROCEEDINGS**

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Ref. LV16D08357

**IN THE FAMILY COURT AT MANCHESTER**

1 Bridge Street  
Manchester

**Before HIS HONOUR JUDGE BOOTH**

**IN THE MATTER OF**

**MRS S (Applicant)**

- v -

**MR H (Respondent)**

**MR A MIAH appeared on behalf of the Applicant**

**MR D MAXWELL-STEWART appeared on behalf of the Respondent**

**APPROVED JUDGMENT**  
**9<sup>th</sup> JANUARY 2020, 11.52-13.28**

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*This judgment was delivered in private. The judge has given leave for this version of the judgment to be published on condition that (irrespective of what is contained in the judgment) in any published version of the judgment the anonymity of the children and members of their family must be strictly preserved. All persons, including representatives of the media, must ensure that this condition is strictly complied with. Failure to do so will be a contempt of court.*

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JUDGE BOOTH:

1. This is my judgment in financial remedy proceedings between Mrs S, who I shall refer to as (“the Wife”) and Mr H, who I shall refer to as (“the Husband”). The Wife is represented by Mr Miah, of counsel and the Husband, by Mr Maxwell-Stewart, of counsel. Both have helpfully provided me with skeleton arguments, referring me to many authorities, on a variety of the issues that arise in this case.

2. I have heard evidence from the parties. They have each provided written statements of evidence and, most recently, have provided statements directed to address the factors in section 25 of The Matrimonial Causes Act.

### **Introduction**

3. Let me set out a little bit of the background to the case. The Wife is now 56 years of age and the Husband 69 years of age. They have both previously been married and divorced. The Wife has three children. Of relevance to this case are twin daughters who at the time the parties married were aged 11. She has an older son. The Husband has an adult son, living in the UK.

4. The parties were introduced through mutual acquaintances in 2010 and they very quickly decided that they would marry. They entered into a very short, prenuptial agreement on the 3<sup>rd</sup> of June 2010, at a time when they were both in another country of which they are both nationals, ahead of their wedding which took place on the 8<sup>th</sup> June 2010.

5. It always the intention of both parties that their married life would be conducted in the UK where the Wife had a successful business and her children were being educated.

6. Sadly, the marriage did not survive and the Wife issued a divorce petition on the 1<sup>st</sup> of September 2016. They separated on the 30<sup>th</sup> of October 2016 so that their marriage lasted some six and a half years, perhaps towards the shorter end of the spectrum of marriages in the 21<sup>st</sup> Century. A Decree Absolute of Divorce was granted on the 9<sup>th</sup> of July 2019.

### **The proceedings**

7. The financial remedy proceedings were started by the Wife, when she issued a Form A on the 5<sup>th</sup> of April 2017. Some 10 orders were made by the District Judges in Stockport in an attempt to get this case to a conclusion. Given its apparent complexity, it was transferred to me in the summer of 2019 and I listed it for three days this week for a

final hearing. The evidence concluded yesterday when I heard final submissions from both Counsel and I deliberated overnight before giving my judgment.

8. In her application, the Wife sought the full range of financial relief. In fact, the case she has run is to seek a dismissal of all claims by both parties. It is, effectively, the Husband's claims that are in issue and it was agreed that, despite the absence of a Form A from him, I should treat the case as being his application for the full range of financial remedies and determine it accordingly. The husband is a bankrupt. That course of action has been approved by the husband's trustee in bankruptcy, who had attended 2 of the directions hearings before me and explicitly authorized the husband to pursue this claim on his behalf and for the benefit of his creditors.

#### **The wife's proposals**

9. As I have indicated, the Wife's case is that she seeks a dismissal of all claims, relying on the prenuptial agreement which provided that there should be a separation of property - each party continuing to own that which they had and future assets not being shared. She made a time limited open proposal for the Husband to have a transfer, subject to mortgage, of a rental flat that she owns. During Mr Miah's closing submissions, when it was acknowledged that there was no evidence that the Husband would be able to secure a transfer of the mortgage, that morphed into a life interest for the Husband.

#### **The husband's proposals**

10. The Husband's proposals for settlement are a little more complicated. He is now bankrupt. He seeks a capital payment to him, by way of a lump sum, of sufficient to discharge his bankruptcy, to provide a modest amount for his current living expenses and sufficient to buy a three-bedroomed house outright. The total lump sum sought is £739,000. In addition, he seeks a transfer of 100 per cent of the Wife's Aviva pension. The only figure for the value of that fund is from 2017 and is £246,000. From the lump sum he also proposes to discharge the balance of his legal costs - some of his legal costs being the subject of his bankruptcy.

#### **The issues for determination**

11. Clearly, there is a stark difference in the position taken by both parties. It seems to me, the issues in this case are as follows:

- (a) The Husband is bankrupt. Can I make an order in his favour and if I can, should I?

- (b) What is the effect of the prenuptial agreement?
- (c) Is this a “needs case” and, if so, what are the Husband’s needs?
- (d) Can the Wife meet those needs and, on an application of section 25, is it fair that she does so?
- (e) What is the net effect of my proposed order?

12. The case has generated great bitterness. Both parties came to court to argue a position rather than just give me their evidence. Both answered questions by making speeches and with the Wife describing the Husband in the most derogatory terms. Despite the District Judges making appropriate directions for expert evidence as to the value of the Wife’s assets, that valuation evidence was still arriving during the hearing and a property she owns abroad has not been valued at all. The Husband produced a highly relevant document during the hearing. None of this was helpful.

13. The Wife attached a document to her section 25 statement, that statement being filed shortly before this hearing. Attached to the statement was what purported to be a report from a foreign solicitor. I could make numerous criticisms of that document and its presentation. No permission had been given, or indeed, asked for, to produce opinion evidence of matters abroad. It was quite improper to attach such a document to such a statement. I disallowed it and required it to be removed from the documents.

14. I have no evidence on local law in relation to the prenuptial agreement. For reasons I will explain, that is not a critical deficiency in this case.

15. It is neither necessary nor appropriate for me to decide every single dispute raised in the evidence by the parties and I will not be doing so. I have been presented with a box full of lever arch files of evidence. The direction for the preparation for trial bundles has not been complied with and it has been necessary to jump from bundle to bundle. In fact, the number of pages I have had cause to consider during the evidence would have fitted comfortably in one lever arch file.

### **The background**

16. Let me set out something of the background of the parties and their marriage. The Wife is a successful professional woman. She has been financially successful, and has accumulated assets of the order of some £3 million net. She holds a prestigious office in her professional association. Amongst her assets are rental properties. With the income from the rented properties and the income from her practice she can generate a net income of more than £100,000 per annum. Her professional life has been lived in the UK.

17. The Husband was an accountant abroad. On divorce from his first wife, he transferred all their capital assets to her. That consisted of two homes - one where his former wife lived and a second in a major city. He has produced documents demonstrating the divorce process and its outcome, including applications to the court by his first wife for enforcement of the agreement they had reached for the transfer of assets to her and the subsequent orders made. Without a shred of evidence to back up her position, the Wife accused the Husband of producing forged documents.

18. Prior to the marriage the Husband had a job which provided him with modest accommodation. The plan that the parties had was for the Husband to give up his business interests abroad and move to the UK. The Wife's case was that she was sold a dream by the Husband to the effect that he was so wealthy and so laden with assets that when they moved together as a married couple to the UK he would provide her with such financial support that would allow her to substantially scale back her working commitments, and so that she would rely on him for her financial support. She now complains that that did not materialise.

19. What the documents show is that the Husband's business interests, at the time of the marriage, consisted of him being a nominee shareholder and director in an investment company. He was a nominee for his fellow shareholder and director who had provided the funds to acquire the business. At the time of the marriage the Husband was without income. He had not, in fact, transferred the home in the city to his first wife. It remained in his sole name and to provide himself with funds he used his continued ownership of that home to provide security for a line of credit from a bank, which could, potentially, have provided him with more than £300,000 of credit.

20. It seems more likely than not from what I have heard from the parties that the Husband was content to allow the Wife to believe that he owned the home in the city and that he had access to funds.

21. In June 2010 both the Husband and the Wife were abroad ahead of their wedding. They each give a dramatically different account of how it came about that they entered into a prenuptial agreement. The Husband says he was taken by surprise, when having dropped the Wife off at an office block, he was summoned to a notary's office, where discussion there ensued about a prenuptial agreement. He was given a piece of paper on which the Wife had written something of her assets. He says he was invited to record his

assets and that when he said he had nothing that led to a different draft agreement being produced by the notary, in the very simple terms to which I have alluded.

22. The Wife's case is that there had been prior discussion of a prenuptial agreement but they both agreed that each would keep what they had and there would be no mixing of their future property and that that is what the notary provided for them, effectively, at their joint request. Until it was presented to her in cross examination she made no mention of a proforma draft prenuptial agreement which bore her writing. That was the document produced by the Husband during the hearing. The Wife's reaction to that document was extreme and completely over the top. She used it as an opportunity to accuse the Husband of being a cheat, a liar, a forger, and someone who was defrauding both a foreign government and the UK government. Those comments do her no credit.

23. The fact is that the parties signed and entered into a very simple form of prenuptial agreement before a notary. Neither party received any independent advice from a lawyer or other qualified person about the effect of the agreement that they were entering into. There was no process of disclosure of their respective financial positions. The annotations the Wife made on the document produced by the Husband shows some, but far from all, of her assets and there is no record anywhere of what the Husband may, or may not, have had.

24. The agreement was entered into, five days before the wedding. The agreement was in the country they were to get married in under the local law when it was the intention of the parties to make their married life in the UK.

25. Having married, they came to the UK as a married couple and began living in a very pleasant family home owned by the Wife. She continued with her practise. She employed the Husband, part time, in part of the business but his main responsibility was ensuring the safe return from school of the Wife's twin daughters, feeding them, looking after them, entertaining them, helping with homework etc.

26. It is not clear to me how quickly the marriage broke down. Although it is not always the most helpful document, the divorce petition cited the Husband's behaviour as the reason for the breakdown of the marriage and a short paragraph focuses primarily on the lack of affection displayed by the Husband and a lack of intimacy. There is passing reference to the Husband not working and providing no financial support. Plainly, the reference to him not working was false given that the Wife employed him.

27. What the Husband continued to do was to rely on borrowed money. Initially, he was utilising the funds that he had secured against the home in the city. Those funds required repayment. To repay them he borrowed from friends he made in the UK. He is a member of a Christian church that services his ex-pat community and members of the congregation have been very supportive of him. He had sufficient funds available to him to pay for a holiday for himself and some other members of the church. He had sufficient funds available to him to run a motor car, namely a BMW that he acquired subject to finance. He gave evidence of providing presents for the Wife and the twin daughters but an analysis of this financial circumstances shows that that was all done with borrowed money.

28. The need to borrow from friends became more acute as his first wife took enforcement proceedings in relation to the transfer of the home in the city. That required the debt secured on that property to be cleared before the transfer could be affected. Ultimately, that was done.

29. Since the parties separated the Husband has remained in what was the family home. The Wife and the two daughters have moved to accommodation in a substantial detached house, the ground floor of which is given over to the Wife's business with the upstairs being living accommodation.

30. Each party says the other has formed new relationships, each saying in evidence that that led to the breakdown of the marriage and the Husband complains of an incident of violence when he says he was attacked by the Wife's new partner. The upshot of all those different factors has been a very acrimonious final hearing.

#### **The current financial circumstances**

31. What are the parties' current financial circumstances? The Husband has no assets. He is the subject of a bankruptcy order. The most recent statement of the affairs of the bankruptcy indicates he had debts of £171,000. Included within the bankruptcy is money he owes to two firms of solicitors for work they have done for him within these proceedings. Additionally, he has outstanding legal fees of a further £76,000.

32. The Wife has used the profits from her business to invest in property. Subject to the value of the apartment which has not been valued, and to which no value has been agreed, she has property assets, net of borrowings (of which there is a relatively limited amount) of more than £3 million. She has a pension fund, the last value for which, is dated 2017 at £246,000.

33. For income, the Husband has a foreign state pension and because of its modest value, he is entitled to pension credit from the UK government, taking his pension income to £8,500 a year. The Wife's income from all sources, is net, more than £100,000.

**The issues**

34. Let me move to the issues I identified at the start of this judgment. First, is as to the effect of the Husband's bankruptcy. The textbooks deal with a bankrupt spouse in very simple terms, asserting that the court cannot make an order in favour of a bankrupt spouse, citing in support of that position the decision of the Court of Appeal, in *Davy-Chiesman v Davy-Chiesman* [1984] 1 All ER 321.

35. The case was a claim brought by the Law Society to recover from a Solicitor legal aid costs incurred that ought not to have been incurred pursuing a claim by a bankrupt husband for a lump sum in divorce proceedings against his wife. The facts of the marriage were unusual. The wife was relatively wealthy and of independent means. The marriage was very short indeed, following which, the Husband was convicted of a substantial fraud and made the subject of a criminal bankruptcy order. The effect of that, was that he had nothing and the only assets to emerge from the marriage belonged to the wife. It seems, on the dates given in the judgment of the Court of Appeal, that the fraud was committed either before the marriage or just into the marriage. It was said by the Court of Appeal, reiterating what was said by the High Court judge at first instance, that the idea that the husband would recover a lump sum from the wife in those circumstances was simply unrealistic. Any money from the wife would of course go to his Trustee in his criminal bankruptcy to pay off the funds he had defrauded.

36. The Court of Appeal do not purport to issue a declaration of principle, merely a practical view on the facts in that case. Is the proposition as wide as the textbooks suggest? In my judgement, no. The Husband's case here is that he has been left with debts because he has had no financial support from the Wife. He had no assets or income to contribute to the marriage and has only been able to make the financial contribution he has by borrowing.

37. In so-far-as his legal costs form part of his bankruptcy, they are sums he must pay to exit this marriage. The scale of his bankruptcy at £171,000 is substantially less than the assets in this case. It would be perfectly feasible, if it were appropriate, for a lump sum order to be made which would allow him to discharge his debts and for the bankruptcy to terminate. In those circumstances, I can see no principled reason why I should not be

contemplating making a lump sum order, if all the other factors point to that being the appropriate outcome.

38. What is the effect of the prenuptial agreement? Prenuptial agreements need to be put in their social context. The direction of travel of the law of divorce over the past many decades has been towards providing individuals with more autonomy and to move away from the paternalistic approach that historically governed divorce. That move found expression most explicitly in *Edgar v Edgar* [1980] 3 All ER 887 when the Court of Appeal held the wife in that case to an agreement she had reached contrary to the advice of those who were representing her.

39. The approach to, and status of, prenuptial agreements was considered in depth by the Supreme Court in *Radmacher v Granatino* [2010] UKSC 42. Those principals have been applied in subsequent cases gaining refinement along the way.

40. The starting point in any financial remedy case in this jurisdiction is that each case is unique. The scheme under the Matrimonial Causes Act is to craft a solution to best meet the justice of the case for the individuals before the court and, the fact that the parties have entered into a prenuptial agreement, is not necessarily the end of the matter.

41. The circumstances in which that prenuptial agreement was entered into may be critical. It may be that the provision of legal advice and accurate disclosure of both parties' financial positions is a prerequisite to them making an informed decision about the terms of the agreement they are entering into. An agreement entered into on the eve of a wedding can sometimes be tainted by real or perceived pressure caused by the imminence of the ceremony.

42. The courts have developed what is, in effect, a safety net concluding that if the implementation of the prenuptial agreement would leave a party in a position of real need then that of itself would be sufficient to justify not enforcing the terms of the agreement. The other side of the coin could be that where a husband who has nothing enters into an agreement that provides him with nothing that that represents a fair outcome.

43. In this case the agreement must be put into its proper context. Although the parties were marrying abroad, they both contemplated a married life in the UK. Even if it were known to both that the Husband had nothing, it is not clear to me how they could have understood a divorce would work for the Husband left in the UK still with nothing. Given his then age of 60, it is highly unlikely he would acquire substantial assets in a country where he did not speak the language and where he had no relevant qualifications. And the

role he was assigned within the household of, primarily, taking care of the Wife's daughters precluded him from altering his financial position to any material degree.

44. In my judgment, there is no value in the prenuptial agreement. There was no formal process of disclosure, there was no advice given to either party, other than by the notary who prepared the document and at five days before the ceremony. It is unnecessary for me to decide which of the Husband or the Wife gave me a more accurate account of the events that led up to the preparation of that document. Both have convinced themselves of the truth of their positions and neither can be right. But, in my judgment, it does not really matter. Even if I held that the agreement was binding, it plainly leaves the Husband in a position of real need, with the only way of alleviating that needs being to take funds from the Wife to provide for him, contrary to the terms of the prenuptial agreement.

45. So, my third question really answers itself. Is this a needs case? Yes, it is. What are the Husband's needs? He has need for a secure roof over his head. He has a need for a modest income commensurate with his age and sufficient to provide him with dignity as he gets older. I note that he currently receives the income determined by the UK government as being the appropriate basic state pension income upon which most pensioners in this country rely to meet their needs.

46. He will face this dilemma, of course: the more expensive the roof over his head, the more it is likely to cost to maintain and the more income he would need. But before I can make provision for him to have a home I need to deal with his bankruptcy. In addition to the sums outstanding, the trustee will have fees. Those are, yet, unquantified.

47. The question that arises from that is whether it is appropriate that the Wife should be paying the Husband's debts. The debts fall into two categories. There are the initial legal fees of the Husband. The Wife has met her initial legal fees from her income. The Husband has not had the wherewithal to similarly pay as he goes. They each have legal fees outstanding after this trial, the Wife for £57,000, the Husband for £76,000. The ordinary rule for financial remedy litigation, always the starting point and often the finishing point, is that each party pays their own costs. If a party has made the litigation more difficult or been in breach of court orders or the rules, they may find themselves paying some of the costs of the other side. The reality here is that the only funds out of which the legal costs could be paid are those belonging to the Wife.

48. The second category of debt within the bankruptcy is personal debt that the Husband owes to friends who have lent him money, in part, to live on, in part to contribute to the family household and in part, to repay the bank debt that he had to repay secured against the home in the city, which in turn, was the money he used to live off and to contribute to the family. I have seen no evidence of extravagance or money being wasted.

49. The parties enjoyed a very comfortable standard of living primarily funded by the Wife's practice. It seems to me, in those circumstances, that there is no reason in principle why the Wife should be able to avoid the inevitable consequences of a divorce, that is a settling of the parties' finances and an appropriate division of what there is.

50. My next question was, can the Wife meet those needs and, on application of the section 25 criteria, is it fair that she does so? Clearly, she has the assets out of which provision could be made for the Husband of the scale he seeks but is that the right outcome?

51. Section 25 of The Matrimonial Causes Act 1973 as amended, requires me to have regard for all the circumstances of the case. The well-known check list sets out the matters I am required to have particular regard to, and section 25(A) requires me to exercise my powers to achieve what has become known as a clean break as soon as the court considers just and reasonable.

52. I have already set out the parties' income, property and other financial resources. The Husband has no earning capacity given his age. The Wife's earning capacity continues and there is no reason why her business should not continue to be successful once these divorce proceedings are out of the way and she can apply her considerable energies to that practice.

53. Financial needs obligations and responsibilities. I have set out the Husband's needs. The Wife needs to provide a home for herself and her twin daughters. They are in further education and remain, to a significant degree, dependent on her. That position will continue for a few years at least but in the longer term she will only have herself to provide for.

54. As I have said, the parties enjoyed a very a comfortable standard of living and I have set out their ages and the duration of the marriage. Happily, neither has any physical or mental disability relevant to this exercise. Both have made contributions to the marriage, the Wife's being the sole financial contribution but the Husband contributing by

assisting with the care of the Wife's twin daughters. The Wife's contribution to the care and wellbeing of her daughters will continue. There are no allegations of relevant conduct, in this case and there are no benefits which will be lost because of the divorce.

55. What is fair? Mr Maxwell-Stewart put his case on the basis that it was the Husband's needs that had to be met, and met in the context of a marriage where the Wife has assets more than £3 million, an income more than £100,00 a year and where there was a very comfortable lifestyle. All those factors carry weight but would carry far more weight in a longer marriage.

56. The first provision I need to consider, is the appropriateness of discharging the Husband's bankruptcy by a sufficient lump sum payment by the Wife to the Husband to allow that to happen. In my judgment that would be an appropriate starting point as the debts he owes can all be traced back into his contributions to the family albeit with borrowed money and his solicitors' fees to exit the marriage. I am not persuaded that the Husband has a need for a capitalised periodical payment order in the short term. However, I need to be on the generous side when looking at the need to discharge the bankruptcy given that the fees to be charged are yet undetermined.

57. The next immediate thing is the provision of an income for the Husband. The Husband seeks the whole of the Wife's Aviva pension on the basis that she has income from rental properties which will continue to provide for her in the future. It is the Wife's failure to provide an updated cash equivalent value that means I do not have a figure for the current pension value. But I am not persuaded that the Husband needs as much as £246,000 by way of pension, in any event.

58. Using the tables in At A Glance on page 40 for annuities, the Husband could purchase an annuity for £150,000 which would double his income. I think it highly unlikely that he will receive advice, given his age, to purchase an annuity. The more likely destination, although it will be entirely a matter for him and those who advise him, would be for him to invest in a SIPP. My conclusion is that with £17,000 of gross income on which very little tax will be payable he will have sufficient income to meet his reasonable needs and to provide him with dignity as the years advance. The standard of living enjoyed during the marriage is not a particularly helpful reference point as there is no prospect of it being maintained by the Husband post-divorce.

59. I am, therefore, going to order that there be a transfer of 60 per cent of the Aviva pension. That will be 60 per cent of its value on the date of transfer. That may well be

more than £150,000 going to the Husband - that provides some further safety net, within my figures.

60. The only way of avoiding a further bankruptcy for the Husband is for provision to be made for him to pay his current outstanding legal fees. When I add together his current outstanding legal fees, the payment required to the trustee on bankruptcy and making some allowance as best I can for the fees, the lump sum that is needed is £270,000.

61. What about the Husband's housing. I am very aware that the transfer to the Wife, of the 60 per cent share of her pension and the lump sum is money that will come from her capital assets. But it seems to me that, looking at this matter in the round, the Husband's housing needs can be met without the need for an outright transfer of capital that cannot be recovered. I am not attracted by the suggested that he should live in an apartment, subject to a mortgage, in which he has a life interest. A far better way, is that a fund of money is provided for him, to buy a house in his name, subject to a trust in favour of the Wife, to allow her to recover the capital advance to the Husband to meet his housing needs when he no longer needs a home.

62. I have in mind that if he purchases now but at some stage in the future decides to move, he should be able to take that capital with him. But, if there comes a point where he dies or, for example, goes to live in a care home and no longer needs the use of that home, the value will revert to the Wife. The only evidence I have as to the cost of housing for the Husband is that provided by him and relates to 3 bedroomed properties.

63. I have had cited to me by Mr Maxwell-Stewart a passage from *Piglowska v Piglowski* [1999] 3 All ER 632 House of Lords, where Lord Hoffmann deprecated the use of taking judicial notice of the cost of accommodation when evidence could be put before the court. In 1999 there was not available on the internet, as it had not then been invented, the sort of information that is readily available at the click of a mouse in 2020. Whilst it is plainly desirable that the court should have evidence, in proper form, it seems to me there must be some practical dilution of Lord Hoffmann's stern words.

64. The figure that the Husband seeks for his housing costs to take account of stamp duty land tax and some limited costs is £444,000. Two factors seem to me to be in play to potentially reduce that figure. One is that the Husband has chosen to use high profile firms of solicitors. I do not criticise him for doing that. This is not a run of the mill case and he was up against a Wife with access to very considerable funds. But in the ordinary

course of events he could expect to have to pay some of his own legal costs and if he uses firms with high charges he can expect to have to pay those high charges.

65. Secondly, neither party has conducted this litigation in the way that it should have been conducted. I gave examples at the beginning of this judgment. It seems to me there must be some reduction in the Husband's housing fund to reflect that fact. I am satisfied that to purchase a two-bedroomed apartment and to make some reflection of the court's disapproval of the way in which the case has been conducted, a fund of £375,000 will be sufficient to buy a mortgage free property to meet the Husband's needs. That will allow him to live near the supportive friends that he has.

66. How will the Wife raise the money? She has a very significant borrowing capacity with properties that are, on the whole, mortgage free.

67. I see no reason why the funds I have identified, should not be made available to the Husband within 12 weeks, at the very latest. There is no reason why the transfer of the pension should not take place sooner and the Trustee in Bankruptcy can be told straight away of the outcome of this order.

68. Finally, my last consideration, what is the net effect of my order? On the Husband's side, he will have a secure income of no less than £17,000 a year. He will have his bankruptcy discharged and his legal fees paid, and he will have a use of a home which will be in his name, mortgage free, which he should be able to maintain.

69. What's the net effect on the Wife? She will lose a proportion of her pension, 60 per cent of it. She will lose, for all time, £270,000 plus her own legal fees. She will have some borrowing to service from her income. But the amount she provides for the Husband's housing will ultimately revert to her and, given their respective ages, that is not something that disappears into the far distance.

70. Standing back from all the detail, I am satisfied that that is a fair outcome, meeting the section 25 criteria, reflecting the length of the marriage and where the money has come from and providing appropriately for the future of both.

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*We hereby certify that the above is an accurate and complete record of the proceedings or part thereof.*