

B E T W E E N:

SP

Applicant

- and -

QR

Respondent

**IMPORTANT NOTICE**

**The matter was heard in private. The judge has given permission for this version of the judgment to be published, but no other**

**The Applicant mother appeared as a litigant-in-person.**

**Mr David Walden-Smith (Counsel instructed by Family Law Associates, Solicitors) appeared on behalf of the Respondent father.**

Written Judgment of His Honour Judge Edward Hess dated 2<sup>nd</sup> February 2024

1. This case concerns the application by SP (to whom I shall refer as ‘the mother’) for financial remedies under Children Act 1989, Schedule 1, on behalf of C (now aged 6) against QR (to whom I shall refer as ‘the father’).
2. The case proceeded to a final hearing over 2 days before me on 1<sup>st</sup> and 2<sup>nd</sup> February 2024.
3. Mr David Walden-Smith (Counsel instructed by Family Law Associates, Solicitors) appeared on behalf of the father before me and the father has incurred legal costs of £81,152 overall in defending these proceedings. The mother appeared before me as a litigant-in-person, although she did incur some legal costs in the early stages of the dispute. Notwithstanding the apparent lack of ‘equality of arms’, the mother (not a lawyer and English not being her first language) has plainly worked hard, intelligently and impressively, to understand and follow the substantive and procedural requirements of pursuing a financial remedies application.

4. The court was presented with a helpful electronic bundle and a number of other documents have been exchanged during the final hearing. I have considered all the documents presented to me, in particular I have considered:-
  - (i) A collection of applications and court orders.
  - (ii) Material from the mother including her Form E1 dated 19<sup>th</sup> April 2023, her answers to questionnaire dated 12<sup>th</sup> July 2023 and her narrative statement dated 23<sup>rd</sup> January 2024.
  - (iii) Material from the father including his Form E1 dated 21<sup>st</sup> April 2023, his answers to questionnaire 7<sup>th</sup> July 2023, his replies to a schedule of deficiencies dated 29<sup>th</sup> August 2023 and his narrative statement dated 10<sup>th</sup> January 2024.
  - (iv) Material covering various medical and educational issues relating to C.
  - (v) Some property particulars and mortgage capacity information.
  - (vi) Properly completed and helpful ES1 and ES2 documents.
  - (vii) Selected correspondence and disclosure material.
  
5. I have also heard oral evidence from the mother and the father, both subjected to appropriate cross-examination. I have also had the benefit of full submissions from each party in their respective opening notes and their closing oral submissions.
  
6. The chronology of events leading up to this hearing is as follows:-
  - (i) The mother is aged 37. She worked in media and is plainly able and intelligent. She was born and brought up in country X. She completed a first university degree in country X before coming to England to study for a degree. Having taken her degree, she embarked on a career in media, although had not got very far into this career when the events discussed below commenced.
  - (ii) The father is aged 36. He was born and brought up in England and comes from the family which (over four generations) has owned and run a well-known manufacturing business. In 2022 the father became the Chairman of the trading company.
  - (iii) The parties met online and fairly quickly started a relationship of cohabitation in 2016 in the father's flat in London ('the flat' – in which the father already held the residual term of a 999-year lease, subject to an interest only mortgage), both having fairly recently come out of previous long-term relationships.

- (iv) The mother, fairly early on in the relationship, became pregnant. It is not significant to my task whether this was a planned or unplanned pregnancy. The important fact is that C was born in 2017 and (I am in no doubt) is much loved and cherished by both his parents. He is now aged 6. There is a court order from 19<sup>th</sup> January 2022 (which was an agreed order) providing that C should live with the mother but have 4 overnight contact sessions per fortnight with the father plus additional nights in the school holidays. In the last month or so the father has made an application to increase his contact, but this application has not yet reached its FHDRA, and the outcome is uncertain. Wherever that application goes, both parties have a reasonable need for a home where C can stay for a significant number of nights each fortnight.
- (v) The medical evidence shows that C had a difficult start to life. In the time since he has had a number of medical concerns and diagnoses. It is common ground that the mother has been C's primary carer throughout his life and she has worked very hard and admirably well to cope with and try to help C deal with and overcome these difficulties. Some of the evidence from C's school is to the effect he is doing remarkably well in the context of all the above challenges, albeit recognised as a child with additional needs, and in most ways is developing and growing up normally. It is perhaps not altogether surprising in this context that a side argument has arisen as to whether the mother has become a little overanxious and overprotective of C or instead is being appropriately protective of a child with additional needs. I do not propose to make any findings about this argument, save to note its existence, as it is not, I think, greatly significant to my task, which of course has a financial focus.
- (vi) The relationship between the parents was not, on any view, of long duration and appears to have broken down in early 2018, although the precise date may be blurred by the fact that they remained under the same roof for quite long period after that, that they attempted some relationship counselling and also that for periods between 2017 and 2019 the mother spent time in country X seeking medical help for the difficulties being experienced by C and also that in the first Covid lockdown period (March to August 2020) both parties spent the time in the father's parents' holiday home by the seaside. By August 2020, however, the parties finally separated (in the sense that they no longer lived under the same roof) and the mother and C remained living in the flat and the father rented alternative property. This has remained the situation to date. The father has continued to pay the monthly interest payments on the mortgage and other outgoings on the flat and has given some additional financial assistance to the mother. As I indicated during the hearing, my view is that the husband's financial generosity to the mother and C in this period cannot properly be questioned.
- (vii) In the meantime, the father commenced a new relationship (with W) and in due course they married and had their first child (A) in December 2023, now just over a month old. The mother has remained single.

7. The financial remedies proceedings chronology is as follows:-

- (i) On 5<sup>th</sup> December 2022 the father caused his solicitors to write to the mother asking her to vacate the flat by 17<sup>th</sup> February 2023.
- (ii) The mother responded by issuing a Form A on 6<sup>th</sup> February 2023.
- (iii) Forms E1 were exchanged in April 2023.
- (iv) A First Appointment was heard by HHJ Evans-Gordon on 25<sup>th</sup> May 2023. At this hearing the father agreed not to require the mother to vacate the flat until the conclusion of these proceedings.
- (v) Questionnaires were answered in July 2023.
- (vi) An FDR hearing took place on 13<sup>th</sup> September 2023 before DJ Mulkis; but sadly no settlement was reached and he directed a final hearing for February 2024.
- (vii) Narrative statements were exchanged in January 2024.
- (viii) A final hearing has taken place before me on 1<sup>st</sup> and 2<sup>nd</sup> February 2024. I heard evidence and submissions on 1<sup>st</sup> February 2024 and have had 2<sup>nd</sup> February 2024 to write this judgment.

8. The mother has sought to persuade me to make an order including the following provisions:-

- (i) I should settle the flat on her for a defined period which in her view should essentially be until C has completed his education, including tertiary education.
- (ii) I should order the father to continue to pay the monthly mortgage payments and other household outgoings (i.e. the council tax and utility bills) for the duration of the settlement.
- (iii) I should order the father to pay certain of C's other costs (e.g. swimming classes, painting classes and stage academy classes as 'top-up' maintenance (on top of normal CMS child support) and require the father to retain C on his BUPA private medical care plan.
- (iv) I should order the father to pay a lump sum of £17,610 to fund certain expenses, more particularly a motor car, an i-Pad, a new anti-allergy carpet, window blinds and dental treatments.

9. The father, via Mr Walden-Smith, has sought to persuade me that I should go no further than making a lump sum order for £24,000 to cover 12 months' rent on the

basis that the mother should vacate the flat as soon as a suitable rental property can be found for her at £2,000 pcm. Otherwise, he will continue paying child support at whatever rates are assessed by the CMS (currently £601 pcm, but currently being re-assessed in the context of A's arrival) and no more. He has indicated that he may agree to meet some other expenses for C, but on a voluntary basis only.

10. Plainly, the parties' open positions are far apart and in determining the case I must consider the relevant provisions of Children Act 1989, Schedule 1 together with any relevant case law. In this context I want first to deal with a number of questions of law.
11. Mr Walden-Smith has argued before me that I have no jurisdiction to make some of the orders sought by the mother:-
  - (i) He argues (relying in particular on the judgment of HHJ Evans-Gordon in *LT v ZU* [2023] EWFC 179, at paragraph 34) that I have no power to settle the flat on the mother at all because of the existence of the Virgin Money mortgage (with an outstanding current balance of £129,871 against the agreed value of the flat at c.£515,000). Paragraph 34 of the judgment of HHJ Evans-Gordon, a very experienced judge in both financial remedies and civil work, carefully analyses both the case law and the wording of Children Act 1989, Schedule 1, paragraph 1(2)(d) and concludes that a court cannot "*order a parent to borrow monies for the purposes of a settlement in circumstances where that parent is not already entitled to property in the required sum*". I agree with that proposition. Mr Walden-Smith has suggested that this proposition prevents the settlement of property already owned by a parent if there is borrowing against that property because that parent is not entitled to the entirety of the property. I disagree with this interpretation of HHJ Evans-Gordon's decision, which is targeted towards the court's powers to order fresh borrowing. In my view, the father in this case is entitled to the property (i.e. the leasehold interest in the flat) subject to the mortgagee's rights, but he is still entitled to it within the meaning of paragraph 1(2)(d). Accordingly, I have the power (if I consider the merits justify it) to settle what entitlements the father has on the mother for the benefit of the child, but this must be subject to the mortgagee's rights. The arrangement will only work if I am satisfied that the monthly mortgage interest payments will be made by somebody, but this is a question related to the merits of the proposed solution rather than the jurisdiction. It is surprising to me to find that this point has never expressly been the subject of a published authority in a higher court, but this may be because most of the reported cases involve parties rather wealthier than those involved here. I am comforted in expressing this view that the relevant Standard Family Order (SFO 2.2, paragraph 55, May 2023 edition) anticipates expressly that such an order can be made (though I declare an interest as one of the authors of the money SFOs).

- (ii) He also argues that I have no power to order that the father should pay any top-up maintenance items because this is not a case where there is a maximum CMS assessment (the husband's income being below £156,000 per annum gross) and the exemption provided by Child Support Act 1991, section 8(6) does not assist. He argues that requests made by the mother (as set out in paragraphs 8(ii) and 8(iii) above) all come into this category and that I have no jurisdiction to order the father to pay what he does not offer voluntarily. In this argument I think that Mr Walden-Smith is correct. The father is obliged to pay whatever is the CMS assessment, but no more. All of the top-up items sought by the mother fall foul of this restriction. The decisions in *Dickon v Rennie* [2015] 2 FLR 978 and *Green v Adam* [2017] EWFC 24 both support this conclusion. I have wondered whether there might be an exception to this conclusion in relation to the monthly mortgage payments and in this context have considered the decision of Moor J in *Stacey v McNicholas* [2022] EWHC 278 (where he addressed how a mother could house herself pending the arrival of the lump sum ordered to fund the purchase of a home and was prepared to accept that an order which required a series of lump sums to pay rent before the purchase could just about be characterised as having a capital nature). In the end I have reached the conclusion that this decision (although having some similarities with the present case) does not justify the proposition that I could order the father to pay ongoing monthly mortgage interest payments for what (in this case) would be for more than a decade. To do so would, in my view, be a disguised top-up maintenance order for the payment of income-related items for which the court does not have jurisdiction. If there were any capital repayments that might point to a different conclusion, but that does not arise here.
- (iii) In reaching the above conclusion I have also agreed with Mr Walden-Smith that (notwithstanding some of C's difficulties) the exemption provided in cases of disabled children under Child Support Act 1991, section 8(8) and 8(9) does not assist in this case.

12. Having determined the jurisdictional issues, I note that in deciding what I should order on the merits I need to take into account the matters set out in Children Act 1989, Schedule 1, paragraph 4, which reads as follows:-

*“4(1) In deciding whether to exercise its powers under paragraph 1 or 2, and if so in what manner, the court shall have regard to all the circumstances including—*  
*(a) the income, earning capacity, property and other financial resources which each person mentioned in sub-paragraph (4) has or is likely to have in the foreseeable future;*  
*(b) the financial needs, obligations and responsibilities which each person mentioned in sub-paragraph (4) has or is likely to have in the foreseeable future;*  
*(c) the financial needs of the child;*  
*(d) the income, earning capacity (if any), property and other financial resources of the child;*  
*(e) any physical or mental disability of the child;*  
*(f) the manner in which the child was being, or was expected to be, educated or trained.”*

13. Mr Walden-Smith has noted that many of the leading reported cases in this area (for example *Re P* [2003] 2 FLR 865 and *Morgan v Hill* [2007] 1 FLR 1480) involve cases where the paying parent, often the father, is very wealthy. I think he is correct in this observation; but it seems to me that it does not follow from this (as he suggests) that awards cannot properly be made (if justified on the merits) against paying parents of more modest wealth, even where all or most of the available capital is needed to provide a home for a child. It is a question of applying the statutory criteria to produce a fair result in all the circumstances, in particular weighing the reasonable needs of each parent and the child and the available resources. I note Mr Walden-Smith's observation that the father's "*lack of guile has created a rod for his own back*", i.e. that by voluntarily allowing the mother to remain in his flat for so long after the relationship broke down the father has encouraged the mother to have an unrealistic expectation of remaining in the flat. Whilst he may be right in a purely strategic sense, this does not change the court's task to assess the position as it is now and in the likely foreseeable future and make a judgment as to what is fair for the future.

14. I therefore start by considering **the income, earning capacity, property and other financial resources which each parent has or is likely to have in the foreseeable future**. I make the following comments:-

- (i) The only real property owned by either parent is the father's leasehold interest in the flat, which he owned before the relationship. This has a value of c.£515,000 and is subject to a Virgin money mortgage with an outstanding balance of £129,873. If it were sold the net sale proceeds would be in the region of £370,000.
- (ii) The mother has no significant savings, debts or pensions.
- (iii) The father owns a 3.75% shareholding in his family's trading company. This is said (by him and not challenged) to be worth c.£67,510 and is illiquid in any practical sense and currently producing no dividends. I accept what he says and I attach no particular significance to this asset in the context of the present case.
- (iv) The father is in the pool of potential beneficiaries of a number of discretionary trusts. These trusts seem to hold nothing but shares in his family's businesses and there have not been any distributions since 2016 and there is nothing in the evidence to suggest that this situation is about to change. The father told me that any profits are, at the moment, retained within the companies so there is really nothing to distribute from the companies to the trusts and on to the beneficiaries of the trusts. This could, of course, change in the future but it is uncertain and nothing seems very likely in the foreseeable future to have an impact on the outcome of this case.
- (v) The father owns 5,865 shares, representing a 1.95% stake, in T Limited. This is a subscription company presenting music. My impression is that

this is a substantial multi-million pound business. In 2023 V Ltd, a major player in the music world, purchased a 46.25% stake in the company, presumably with the intention of enhancing the value of the company. The father told me that in 2016, to purchase his T Ltd shares, he invested £250,000, a good part of an inheritance received by him from his grandfather shortly before that. In 2023 he was able to sell 689 shares at £72.55 per share, although this money has been spent. If his remaining shares are worth the same, his remaining stake would be worth c.£425,506 (or c. £386,270 after deduction of CGT). The father told me that, at present, there is little or no ability to sell these shares; but he hopes that there will come a time when he is able to do so, hopefully at a profit; but he is unable to say when that will be and, of course, there is no guarantee that the company will survive and prosper. Nonetheless, this is a substantial and potentially valuable investment which could produce a significant sum for the father at some point.

- (vi) Apart from the above, the father has no significant savings, debts or pensions.
- (vii) The mother is in receipt of the CMS paid by the father in the current sum of £601 pcm. She is also in receipt of various state benefits at the moment and has not taken on much remunerative work in recent years, but her case before me was clear that she expects this to change in the immediate or near future. Some of her state benefits would survive a return to remunerative work: Country X child support (£61 pcm) and DLA for C (£441 pcm). Others would be lost if she was earning a significant amount: Universal Credit (£482 pcm) and Carer's Allowance for C (£333 pcm). She wishes to return to work at a level which will not interfere with her care of C and told me that she thinks she could (in the film-making world, on a project by project basis) fairly easily earn £1,000 pcm if she wished to do so fairly quickly and would have a good chance of building up from there to higher levels of income (perhaps £2,000 pcm or a little more) within a reasonable period. The father's statement (paragraphs 27 to 32) suggested that the father thought the mother could do at least as well as this and the mother was not really challenged on what she said. My impression is that the mother is a determined and able person and, if she puts her mind to it, should be able to follow the progress outlined by her, notwithstanding her ongoing obligations to C. It may be that her mother will spend time in England to help with childcare.
- (viii) The father has been Chairman since 2022 and ongoing of the trading company. His salary has just been increased from £98,000 pag to £110,000 pag. For the foreseeable future he will most likely be earning at this sort of level, receiving just short of £6,000 pcm net. He also receives some fairly modest ongoing financial support from his parents.

15. I now turn to the **financial needs, obligations and responsibilities of the parties and of C**. I make the following comments:-



- (i) Both parties need a home in which C can stay when with the respective parent. In the father's case he has a reasonable need also to house his wife and daughter. The difficulty is that there is only one property here (the flat) and only one of the parents can live in it. If the mother is required to leave the flat then she has (on the figures) no ability to purchase an alternative property and it is difficult to identify any scenario in the foreseeable future where this will change. In the father's case the figures suggest that it would be difficult for him to purchase a property unless he was able to find a significant sum for a deposit from somewhere, even with his much greater and established income. The realisation of the T Limited shares at a future date might make this possible; but (as I have said) this may well not happen in the foreseeable future. It is also not impossible that he may receive help from his family with a deposit, but there is no evidence to suggest that they are so willing and it would be wrong for me to attach much weight to this possibility. Whilst it is significantly more likely that the father will find a way to purchase an alternative property, it is probably fairer if I analyse the case on the basis that, for the duration of C's childhood, neither party is likely to be able to purchase alternative property.
- (ii) My focus must therefore return to the question of how each party is likely to be able to cope with having to live in rented property (not forgetting the fact that the flat is and always was owned by the father). With her limited and uncertain income, I take the view that renting would be very challenging for the mother. The father's offer to pay one year's rent at £2,000 pcm would meet her housing need for a year, but what thereafter? The mother's strong concern is that she would be in a grave situation, quite possibly reliant on a local authority to house her as a homeless person, or at very least dependent on universal credit to pay her rent. The mother fears that, as C's primary carer, she would be left in a precarious position to the detriment of C. I agree with and endorse her view on this. In contrast, the father (with his strong and reliable income) would be in a much better position to fund rental income in the years ahead, as indeed he has since August 2020. Any unfairness falling to the father by virtue of the fact that he is being kept out of his own flat can be balanced by the thought that when C is grown up it will be the mother rather than the father left struggling to find accommodation for the later years of her life as the father will regain occupation of the flat.
- (iii) I have indicated above that, if the mother is to remain in the flat, a route will have to be found to ensure that the monthly mortgage interest payments are met, bearing in mind that she would be occupying the flat and noting the limitation on my powers to order the father to pay top-up maintenance. The father told me that the mortgage is currently on a low fixed rate on an interest only basis and that the amount currently being paid is £173 pcm; but that the current period will end in April 2024 and the indications he currently has are that a new fixed interest only rate could be entered into for a long period (perhaps 5 to 10 years) on a monthly payment of c.£600 pcm. In the course of the hearing the mother indicated to me that, if she was allowed to remain in the flat, she would give an

undertaking to the court to ensure that whatever monthly mortgage payments were due would be paid by her (and she would give the father an indemnity against the same). It is to be noted that on any view the monthly payments will be smaller than likely rental payments. One way or another (either earning money or in the very short-term borrowing from family members) she would find a way of ensuring that this happened. In the same context the father told me that in the event that my decision was that the mother was to remain in the flat, he would give an undertaking to use his best endeavours to execute a new fixed rate interest only mortgage at the most advantageous rate for the period of any settlement. Given the willingness of the parties to give these undertakings, in my view sensibly, it is my view that this represents a workable and practicable solution.

16. There is no doubt in my mind that **the disabilities** (such as they are) of C support a solution to this case which leaves him with the most secure housing option and that this is represented by an outcome whereby the mother is permitted to remain in the flat. I would certainly not attach substantial weight to this if there was a way of providing both parties with purchased homes, but it is a factor which weighs in the balance.
17. Although the case is not clear cut, in all the circumstances I have reached the conclusion that the right and fair outcome of this case is for me to settle the flat on the mother on the basis of the cross undertakings set out above and subject to the rights of the mortgagees. I have produced a draft order (which I am sending out with the judgment) which sets out the details of the order I have in mind to make.
18. I need to make a number of further comments on the draft order:-
  - (i) I have decided that the settlement should subsist until the end of August in the year in which C ceases secondary education –. In other circumstances I might have extended this to the end of tertiary education, but in attempting to do fairness between the parties I have limited the term to secondary education in view of the fact that the father owns the flat and no other property and on the basis that he has a younger child who will also have some needs and that these factors will tip the balance in the opposite direction when C is an adult, even if he is in tertiary education. Given her abilities and qualifications, my reasonable expectation is that, by 2035, the mother will have established her earnings sufficiently to be able to pay herself for sufficient accommodation for herself with C in any tertiary education years.
  - (ii) Many of the other terms in the settlement are fairly standard terms in this sort of settlement. I am prepared to receive written representations on the terms of the settlement (not a re-arguing of this judgment, but the smaller details which have not so far been discussed).

- (iii) I am conscious in saying all of the above that the mortgagees, Virgin Money, have not been informed about what is being proposed and have certainly not had the chance to make any representations on it. In my view, FPR 2010 Rule 9.13(3) requires them to have such an opportunity. I propose therefore to invite the parties to inform Virgin Money forthwith of the proposed solution to this case (this may best be achieved by my giving permission for a copy of this judgment and draft order to be sent to them forthwith). I propose to invite them to make any representations they wish to me by 1<sup>st</sup> March 2024. It is my hope and expectation that they will see the reasons for this order and make no objections to it and will also cooperate in a sensible rearrangement of the fixed interest rate; but I wish to give them an opportunity to consider their position.
- (iv) I have decided not to make any lump sum orders here in view of the paucity of realisable capital in the father's hands, the fact that the mother will be getting the benefit of the flat for more than a decade and the father will have to make other provision for housing. The mother has managed without a motor car in London for a significant period of time already and no compelling reason for her to need a car now was put forward. No compelling evidence of the other needs was put before me.
- (v) My provisional view is that there should be no order for costs here, but I am prepared to receive further representations on this subject.

19. I propose to list this case for a mention (by way of CVP) at **10.00 am on 5<sup>th</sup> March 2024**. It may be that it will be possible (if there is general agreement) to approve an order before then, but (if not) we can discuss what is to happen next at that hearing.

**HHJ Edward Hess  
Central Family Court  
2 February 2024**

**LATER**

20. I heard further submissions on 5 March 2024 from each side on the form of the order and settled the form of the final order accordingly. In the event Virgin Money, whilst being served with a copy of my judgment and draft order of 2 February 2024 and being informed of the deadline of 1 March 2024, did not make any representations.

21. On 5 March I directed a short timetable for receiving further submissions on costs. I have now read what both parties have to say on this subject:-

- (i) The mother has told me that (although she has conducted much of the litigation, including all the court hearings, as a litigant-in-person) she has incurred fees of £19,660 plus VAT = £23,592, of which she has paid only £4,102. She asserts that the litigation began by the father's threat to evict her from the flat and she had little choice but to defend herself to retain possession of the flat, and the essence of her case I have now largely upheld. She points out that the best offer made by the father was for one year of rent and so he has significantly lost the case and she has essentially won (albeit that I did not grant most of her 'add-on' remedies). She will be out of pocket unless reimbursed by an inter partes costs order. I should say that these figures, although mentioned in passing at the trial, did not feature very much at all in the discussions at the final hearing, but have been brought into focus in the post-hearing submissions.
- (ii) The father, who himself incurred legal costs of £81,152 in seeking to secure the outcome he wanted (that is, essentially to regain possession of the flat) has told me that there should be no inter partes order for costs. The outcome of the case was "*squarely between the parties' positions*" in the sense that I did not allow most of the 'add-on' claims. In so far as I am minded to make any costs order, the amount sought is excessive in view of the non-involvement of the mother's lawyers in any of the court hearings, or in much party-party correspondence, and in the context of the father's finances overall and his need now to rent suitable property for more than a decade in particular.
- (iii) I remind myself that this is a 'clean sheet' case and the 'no order for costs starting point' under FPR 2010 Part 28 does not apply. No without prejudice offers have been referred to in the costs submissions, however I remind myself that, in considering costs in such cases, who has won and who has lost may be the first factor the court will write on the clean sheet: see *KS v ND* [2013] EWHC 464.

22. I have decided that it is appropriate for me to make an inter partes costs order to reflect the fact that, in essence, the mother has won the case in that she has retained possession of the flat. I am persuaded that I should summarily assess the claim, and I take the view that the order should not be for the full amount in view of the fact that the father succeeded on quite a number of points and that it is quite difficult to understand how such a large costs bill could be thought reasonable for lawyers who did not attend any hearings or execute much party-party correspondence. Making an overall summary assessment, seeking a fair outcome, I have decided to make an order that the father should contribute to the mother's costs in a sum of £12,000. I shall give the father three months from today to pay this sum.

**HHJ Edward Hess**  
**Central Family Court**  
**12 March 2024**