

**IN THE FAMILY COURT AT WEST LONDON**

West London Family Court,  
Gloucester House, 4 Dukes Green Avenue  
Feltham, TW14 0LR

Date: 2 August 2024

**Before :**

**HIS HONOUR JUDGE WILLANS**

-----

**Between :**

**A**

**Applicant**

**- and -**

**H**

**Respondent**

-----  
-----

**The Applicant appeared as a litigant in person assisted by a McKenzie Friend  
The Respondent appeared as a litigant person**

Hearing dates: 25 July 2024

-----

**JUDGMENT**

## His Honour Judge Willans:

### Introduction

1. I am concerned with the latest stage in a dispute as to the school fees payable with respect to the parties three children. I will reference the parties as Applicant and Respondent and mean no discourtesy by using these labels. I heard this case on 25 July 2024, but there was insufficient time to provide a judgment and I reserved to produce this decision. At this final hearing I heard short and focused evidence from each party. The Applicant attended in person with the Respondent joining remotely. Participation directions applied in the form of a screen notwithstanding the hybrid format of the hearing and the Applicant was assisted by a McKenzie Friend.

### Background

2. By a consent order dated **3 November 2020** the Respondent agreed to pay the private school fees of each of the children<sup>1</sup> from 1 September 2021 until the completion of secondary education. The fees were payable in a conventional manner by instalments payable to the school bursar on or before the due date for payment. In 2021 the Applicant brought enforcement proceedings and on **31 August 2021** the agreement was converted into an order of the Court by consent of the parties. On **27 January 2022**, the Respondent applied to vary the order arguing school fees were £65,000 per annum and that his ability to make payment had been significantly impacted by the Covid pandemic. He argued responsibility should shift to the Applicant. In April 2022 I heard a Children Act final hearing and shortly after this hearing the application to vary school fees was transferred to be heard by me. On **27 October 2022** I dismissed the application. On **23 April 2024**, the Applicant issued this application seeking enforcement by such means as the Court deemed appropriate. The Respondent subsequently applied to vary his obligation. On **12 June 2024** I gave directions towards this final hearing.

### (1) The 'compromise' and (2) the remaining issues

3. At the outset of the hearing, I was informed a significant compromise had been reached with it agreed that from Autumn Term 2024 (September 2024) the Applicant would pay all fees as they fall due with the Respondent paying back half of this amount on the sale of his business shares.
4. This left the issue of fees prior to Autumn Term 2024 which collapse into two parts. First, there are fees relating to J which are in arrears, and second, there are fees relating to H and M which were not paid by the Respondent leading to the Applicant and her own mother settling the same. In relation to the second, it appeared agreed by the end of the hearing that whilst this was an important feature it was not the key priority. The fees had been paid and a level of understanding arose under which the Respondent would settle this in its entirety (not as to 50%) additionally from the proceeds of the share sale.

---

<sup>1</sup> J, H and M

5. The first issue relating to J's fees became the central focus of the hearing. It is agreed the Respondent bears liability for the same and will continue to do so in its entirety. However, there is a dispute as to how this should be met given they require settlement in full or substantial measure prior to September 2024 if J is to resume her education at her school. There are then some residual issues relating to the need if any for further formal structure around the payment obligations. The application leaves for the Court's determination an appropriate form of enforcement and I will need to examine the agreement and consider whether additional terms are required to ensure the payment is made. Finally, there is a dispute as to the Respondent's responsibility, if any, for a tax levy paid by the Applicant's mother when realising funds to settle the arrears as noted above.

### Legal Principles

6. By the Order of Deputy District Judge Lawrence, the existing agreement as to school fees was converted into an order of the Court. Any variation of this Order falls to be considered under section 31 Matrimonial Causes Act 1973. This section empowers the Court to vary, discharge or suspend any provision covered by the section and under section 31(7) indicates the Court should have regard to: (1) the welfare while a minor of any child of the family under 18; (2) all the circumstances of the case; (3) any change in the Matrimonial Causes Act, section 25 factors which were relevant at the original hearing; (4) whether it would be appropriate to impose an intermediate or phased clean break. Whilst the language might suggest the Court is engaged in a *de novo* assessment the better view is that the Court has the freedom to structure the hearing in whatever way it thinks best, including conducting a narrow review of any change in circumstances. When considering issues in dispute I have applied the balance of probabilities and the party alleging the matter has borne the burden of proof. I have not had to rely on the burden of proof to resolve the issues in dispute.

### The evidence

7. Given these applications arise out of a suggested change in circumstances for the Respondent it is sensible to outline his evidence first. I have regard both to his written evidence and to his live evidence. In his written evidence the Respondent confirmed he has no meaningful savings with the school fees needing to be met out of income. His income comprises regular salary and discretionary bonuses. He argued it was the receipt of bonuses which made the fees affordable. He explained that 'towards the end of 2023' he was late in paying fees but this was not unusual as a bonus was due in January 2024 (c. £60k net), the business has been trading well and so there was no concerns he would not be in funds to pay. However, he then detailed that 'towards the end of 2023' the business was suffering with serious problems which I need not detail. He then received an invoice for J's fees from 2022 onwards which had previously not been received. It then became clear a bonus would not in fact be received and as a result he spoke to his mortgage company about extending his mortgage to pay the fees. Unfortunately, his fellow directors then took steps to remove him from his post. This was confirmed to him in early 2024 as a result of which he had to withdraw his mortgage application. He explains

that he immediately notified the Court of this.<sup>2</sup> He explains a consequent level of mental health breakdown in March/April 2024 and he left his post on 1 May 2024. He received a compromise payment (described it seems to me inaccurately as a redundancy payment) and retains his shareholding, although the same is neither liquid nor readily realisable. The impact of losing his post means he simply will not be able to pay the future fees without obtaining replacement employment and the prospects of the same is far from clear. He explained his primary asset is his shares in the business. There is a business plan which would lead to the shares being sold in 2026 and his shareholding will realise around £1m gross.

8. In live evidence the Respondent made clear he was not trying to evade his responsibility for fees. He accepted the arrears (paid or otherwise) should be paid by him. He sought to explain the circumstances in which he had not addressed J's fees for nearly two years on the basis that the school had made an administrative error in not billing him and that he had a default plan by extending his mortgage. He dealt with his spending patterns and told me he had reasonably not expected the situation to deteriorate as it had and that prior to this the state of the business permitted him sufficient confidence not to budget the fees from his salary but to await his bonus. He told me he was looking to sell a boat for £16,000 but was having no luck and might need to reduce the asking price to achieve a sale during the Summer selling period. He discussed his living circumstances. He is marketing his property for rental and will move in with his partner which will reduce his outgoings to a £1,000 per month contribution towards costs there. He married his partner in the days prior to the hearing, she paid for the wedding at a cost of about £20,000. He agreed he had paid monies to her in the form of a purchase of a second boat but this was for convenience's sake as these funds were his contribution towards regular expenses. When he rents his property he will have an excess of rent over mortgage costs, however he was unsure whether tax would be payable on this rental. With hindsight he realised his spending patterns were wrong but viewed at the time on his expectations they had not been. He argued the Applicant could additionally meet J's arrears given she had funds representing monies inherited on the death of her grandfather. He felt she could pay the arrears on the basis that she would be paid back from the sale share. He raised the issue of whether alternative schooling could be obtained for J either in the private or state sector. He felt the poor payment record should not hamper this given J only had one further year in private education<sup>3</sup> and these fees could be paid in advance. He referenced a cashflow spreadsheet setting out his compromise payment and how it would come to be spent. It transpired the net figure received over three payments (May, July, and November 2024) approximates £112,000.
9. The Applicant in her written evidence explained how on 11 March 2024 she received a letter 'out of the blue' from H/M's school. The letter indicated the Respondent had given notice to withdraw the boys and sought her consent. When she indicated she did not agree the school confirmed there was £13,241 outstanding in fees with a further equivalent sum due within a month and that the Respondent had told the

<sup>2</sup> My recollection is the Respondent notified the Court and was informed he was required to make an application on the correct form

<sup>3</sup> It is agreed all children will leave private education on the conclusion of their GCSE's

school he could not afford to pay. I pause to note the Respondent alone is contractually linked to the school fees. The correspondence surprised the Applicant as the Respondent had been raising the possibility of more expensive boarding education and had taken the children skiing in February 2024. Shortly thereafter she received a confirmatory email from the Respondent setting out his position. The Applicant calculated the remaining school fees to end of GCSE's as being approximately £157,500 (this included the Summer 2024 fees at that point). She noted the Respondent's earnings up to that point and his failure to use this meet the fees. She then consulted with H/M's school and went on to settle the arrears and fees for Spring/Summer Term 2024. This involved her mother cashing in funds to help and incurring a loss of £7,287.55 as a result. It subsequently came to light that J's fees had also not been paid leaving additional arrears of c.£45,000. If this is not settled J will not be permitted to return to the school after Summer 2024. The school would accept a significant contribution to the arrears with the balance being settled in relatively short order. I permitted the parties to seek clarity as to what was meant by a 'significant contribution to the arrears.' I have now seen an email from the school which confirms the arrears are £44,130 and they would accept £36,681 by the end of August with the balance being paid in instalments between September and December 2024.<sup>4</sup> The balance of the arrears would amount to £7,449 and the school would accept these arrears at £1,862.25 per month.

10. In her live evidence the Applicant made clear there are no immediate alternatives for J in the state sector. She has made application to local schools but none have space at this time and this would in any event mean a curriculum change at the very worst point in time. She questions whether a new private school would accept J given the payment history. The Applicant notes that fees for J have not been paid by the Respondent for three of the four years of her attendance. It was clear from her evidence that the Applicant has a good line of dialogue with the remaining directors within the Respondent's former business. It seems clear she both trusts and relies on the information they have provided with the Respondent's consent. This information has confirmed the intention to achieve a share sale in 2026 and an expectation that this will provide to the Respondent a sum significantly in excess of the sum payable to her (after taxation and settling of a Director's Loan). The Chairman has informed her they have a clear direction and instruction to pay her first before other deductions. In evidence both parties appeared to accept this was a form of irrevocable instruction. The Applicant was critical of the Respondent's spending, decision making and failure to prioritise school fees. She noted a number of features in support of her position. She felt he could reduce outgoings by renting his property immediately, had incurred significant expenditure on a further boat, skiing and a large wedding. She felt he could and should obtain immediate employment to meet his obligations. The Applicant was questioned about her investment fund. In her Form E1 she indicated it had a net value of c.£341,000. She explained this is the balance of an inheritance. However, she is indebted to her father for a sum of about £220,000 which represents monies lent to her to assist with previous litigation. Whilst there is no contractual agreement her father will need this money to assist with his likely care home needs and those of his wife. Having regard to this she has

---

<sup>4</sup> I note the latter incorporates the Autumn fees into the arrangement which are provided for as part of the compromise.

little of the balance available to pay arrears. In any event this should not be her responsibility given the Respondent's financial mismanagement.

## Discussion

11. I am very critical of the manner in which the Respondent has chosen to address his obligation to pay school fees leading to the situation we now face. In my assessment we simply should not be in this position and would not be if he had acted as expected under his legal obligations fixed by the Court and repeated by me as recently as November 2022. This observation has purchase on the fees payable through to the end of Summer Term 2024. I accept thereafter the position is materially different.

## The Period November 2022 to May 2024

12. It is relatively easy to explain the analysis underlining this criticism as follows:
- As recently as November 2022 I assessed (1) the Respondent's income and (2) his reasonable spending levels. At that time, he was expressing pessimism as to his future income and particularly his future bonuses. He argued there would be no future bonuses and salaries might be reduced. At §28-38 of that judgment I explicitly dealt with the income position. I set out in very clear terms why the Respondent's analysis was flawed noting how his basic income had significantly increased over time and also noting the regular bonuses received. I contrasted this with his pessimism. At §31 I concluded:

*Bringing these points together I find the Applicant's net income for the period 2020/21 was £112,287; for 2021/22 was £169,667 and for the first 6 months of 2022/23 was £77,976. This equates to an income resource of £359,930 over 30 months. On a monthly basis this rounds to £12,000 per month.*

I weighted the income receipts and concluded a likely monthly income of £12,500pm. The Respondent's case based on no bonuses and reduced salary suggested a net income closer to £9,000pm.<sup>5</sup>

- Turning to income needs I pause to reflect the logic of the Respondent's position was that he would need to spend within the income he expected to receive. In his Form E documentation, he estimated his spending needs at £10,126 although in a schedule later provided this fell to £8,511 per month in 2024. I explained and found this figure was a ceiling on spending needs and in doing so noted a number of items within this budget which were not needed or justified and reduced the spending needs to £7,500 per month. This sum included repayment of a debt to the business for funds borrowed. This had not been required for school fees but reflected the Respondent's lack of control over his spending. The loan repayment was £1,500pm without which spending needs would be closer to £6,000pm. Based on these conclusions

<sup>5</sup> His gross salary income being £200,000 per annum / net calculation from At A Glance 2022/23

the gap between income and spending was sufficient for school fees to continue to be paid.

13. What, if anything changed in the period prior to May 2024 when the Respondent left the business and applied to vary his obligation?
14. In fact, the Respondent received a significant increase in his basic salary payments inconsistent with the argument he had deployed. From June 2023 his net basic salary approximated £11,500pm. It had risen by about £2,500pm or 28% within about 6 months of a hearing at which I was being asked to consider it being reduced. His gross salary was, inclusive of a car allowance, £20,667 per month, equivalent to £248,000 per annum. It appears the previous basic salary of £200,000 applied in April and May of that financial year leading to the annual P60 being a little lower than noted above at £238,000.
15. I note the Respondent additionally received £40,000 from the business on 26 June 2023 and £1,638 on 1 December 2023.<sup>6</sup> I do not have the April 2023 bank statement but excluding this the Respondent received close to £165,000 in these 11 months. Assuming a net salary payment equivalent to May 2023 was received in April 2023 this would increase the annualised receipt to £173,801, equating to £14,483pm over the year. This significantly exceeds the P60 figure leading me to consider whether the additional sums reflect director loans. This reflects the previous practice of the Respondent to extract funds in a tax efficient manner. In any event the sums were received and it seems spent. In addition, the Respondent appears to have taken out a further loan of £10,000 on 29 September 2023 thus increasing his net resource to almost £184,000 for the year (£15,333 averaged per month).
16. It follows that for this period the Respondent had resources in excess of the sum I estimated as being needed by him to meet his reasonable need of nearly £8,000 per month [£15,333 - £7,500]. This difference substantially exceeds the sums payable in fees for the same period. Whilst I do not have the bank statements for the period December 2022 to April 2023, assuming income was set at salary alone and this being the net £8,860pm as seen in the May 2023 statement, then this would amount to a further £35,440 bringing the global receipt between December 2022 and March 2024 to £219,440 or £13,175pm.
17. It transpires I understated rather than overstated the Respondent's likely resource during this period. The Respondent was, surprisingly, unable to inform me as to whether he in fact has received a bonus in the period November 2022 – May 2024. I find that answer puzzling given his stated dependence on the same to meet his needs, but it is his evidence. It follows the Respondent had absolutely no justification for falling into arrears or failing to meet these fees throughout the period. Yet he has gone on to spend the funds he received. I do not have a comprehensive explanation of what this was spent on but I judge it really does not matter. It seems to me to simply repeat the situation I found in my previous judgment of the Respondent spending excessively without regard to his obligations.

---

<sup>6</sup> See NatWest Account Bank Statements

18. I have found the explanation relating to J's fees to be particularly poor. His evidence, which I accept is that the school failed to invoice him until 2024. However, this does not explain let alone justify his failure to set funds aside to meet this fees when they were eventually invoiced, as they inevitably would be. Rather, he took the opportunity to spend the excess funds on the basis he would find a solution later. I also find troubling his case of being able to rely on likely bonuses from employment given (a) at the last hearing he was doubting the likelihood of the same; (b) has no recollection of receiving any bonuses since, and; (c) tells me from late 2023 the position was concerning in such regard. Yet he continued to spend as detailed above. Now the Applicant and children are left to face the consequence of his behaviour. I make the point again that on my calculation he could both have met the fees and spent in excess of the sum I assessed. On my assessment he could have continued to spend close to £10,000 per month on himself and still pay the fees. I note this is the figure he uses in his current cash flow. Yet he was unable to apply this level of financial constraint on himself and spent significantly in excess of even this figure.

<b>From May 2024</b>
----------------------

19. I accept the evidence of the Respondent that he then lost his post. I accept he will not easily return to an equivalent post although I do not ignore the possibility of it happening. He subsequently received his first compromise payment in May 2024 of £45,662. He tells me two further tranches are due in July 2024 (£32,500) and November 2024 (£32,500) amounting to £110,662. These are net of tax. Given this would be a period of unemployment I can see no basis on which the Respondent should have expected to spend (or should expect to continue to spend) in excess of the sum I provided for him in November 2022. In fact, on his cashflow his repayment of directors' loans reduces to £500 thus reducing my assessment to £6,500pm. That being the case, and given he is receiving the equivalent of £9,221pm from the compromise payment he should have at least £2,700 per month (or £32,500 over the year) available to go towards fees [i.e., £9,221 - £6,500].
20. But I consider this is unduly generous to the Respondent. He argues for both a £1,000pm contribution to his partner and £2,000pm generalised living expenses. He includes property costs such as energy and council tax which would likely be paid by tenants. He permits £4,800pa for holidays. I assess his revised needs on renting his property to be no more than £4,700 per month.<sup>7</sup>
21. Given on his schedule he had an opening balance at the start of July of £9,728 and will receive (or has received) £65,000 thereafter this will give him £74,728 for the remaining 9 months of the year (July 24 to end of March 25). This equates to £8,303 per month and deducting £4,700 for living expenses leaves £3,600 per month towards fees (or £32,400 over the period). I should make clear he might improve his position by choosing not to holiday this year. He might also benefit from the surplus of rent over mortgage which he predicted, although I have not allowed for this in my calculation. This will give the Respondent until April 2025 to find replacement

<sup>7</sup> £10,509 - £2,665 (mortgage) - £2,100 (rent flat) - £120 (Octopus) - £90 (Council tax) - £500 (reducing living expenses to £1,500pm) - £200 (unparticularised annual expenses) - £200 (from holidays) = £4,684

employment. I can see no logic or attraction in an artificial calculation under which the remaining funds are stretched over a longer period to guard against a failure to find such employment. On my assessment and experience of the Respondent's spending there is little if any chance of him constraining himself to achieve such a goal.

<b>Are there other resources available to the Respondent?</b>
---

22. The boat has to be sold. The Respondent agrees so much and agreed to use the proceeds towards the outstanding fees. He seeks some time to achieve a best price whilst noting the difficulties he has faced in selling it. I enquired as to the price at which it would sell and questioned whether it would sell at £10,000. The Respondent was rather evasive in his response which led me to conclude there is a real likelihood of sale at that price but the Respondent, understandably would like to achieve more. He also has his interest in his home. The Applicant was concerned not to pursue this as an option and it does not have the attraction of raising funds in the near future. I previously commented as to the potential need for sale but now also comment that this may be required if the Respondent fails to find employment within the next period. But that should be a matter for him. I can identify no other assets or resources that assist with this case.

<b>What about the funds held by the Applicant?</b>
--

23. I have reflected on my previous November decision and note that whilst I found no attraction in the notion that the Applicant should use this to fund schooling in circumstances where the Respondent could afford the same, and whilst I recognised the reality of likely borrowing from her father, I did not make any specific findings. I bear in mind the Applicant will now need to use a significant part of this to fund the future school fees. This was never anticipated when the agreement was reached. The premise of the original consent agreement appears clear in that the Applicant would keep the family home to house the children and the Respondent his business. His business permitted an income to pay school fees whereas the Applicant's did not. It does not appear there has been any need to have recourse to capital to meet fees as shown by both this and the November judgment. As such other things being equal there would be a fair balance with the Applicant having capital in the property and the Respondent capital in his business. Now both will have to dip into capital to settle future fees. But why should the Applicant be compelled to dip into capital to meet fees for a period when the Respondent could and should have paid the same as set out above? That is a more troubling suggestion. In my assessment if it came to it the Applicant might have to avail herself of these funds to address not only future fees but also the current arrears. The fact she must use the fund to some extent makes the point. Her agreement compels her to use the funds to a point where she cannot repay her father in full unless she herself is repaid. If she is repaid then this will cover future fees and arrears. Further, there is something in the point made by the Respondent as to underlying lack of logic of transferring the full funds to the father in circumstances in which a tax liability might then arise on his death. It would seem more likely payment might be staged. If this is so then there may be no

demand for a period of time and after the funds are repaid by the Respondent. I note there is an absence of documentary evidence as to timing of payment. Having said all of this I do accept the central thrust of the Applicant's case, that she considers herself obliged to repay the fund whether this is a legal obligation or not. Finally, though I note the funds were advanced at a time when there could be no guarantee of repayment and they have in fact not been repaid. I say this as it seems likely the Applicant did not have the inheritance at that point, otherwise why would she have borrowed the funds? This suggests the father made the transfer without a guarantee he would be repaid. He undoubtedly did this as he wanted to help. The need for help has not changed although the prospects of substantial, if not entire repayment now exist.

### Conclusions and Outcome

24. I approve the agreement as to the payment of future fees. It is a sensible compromise in the existing circumstances and preserves the schooling of H/M. The funds are available, the Applicant has shown herself to be sensible and motivated and I judge this will meet these needs. Were there to be a significant change in circumstance then either side could apply to vary this variation of the existing order. I consider the related means of enforcement to be satisfactory. The Applicant has received independent confirmation from the Chairman of the business and appears to accept the same. She appears to accept there is a structure for her being paid first. I will draft provisions which fortify the obligation which is based on the Respondent giving an irrevocable instruction to such effect. This will mean the Applicant has an effective charge over the net value of the shares after deduction of any tax liability and director's loan.
25. I also consider a similar provision is suitable for the arrears paid with respect to H/M. This will also be payable on sale of the shares. In my judgment the Respondent must pay the penalty sum. This was only incurred as a result of his wholesale failure to meet his obligation when he was well placed to do so and it was entirely foreseeable some charge would arise on the same. Whilst this would most likely have been an interest charge in my assessment it matters little it took a different form. This will be added to the sum and will be payable as above. In simple terms the Respondent had no right to expect the Applicant to become his lender and should be responsible for the costs incurred as a result.
26. Turning to the key issue of J's fees. The boat must be sold and the net proceeds after any selling costs used to part-settle the arrears. I intend to give the Respondent until the end of August 2024 after which I will order him to reduce the selling price to £10,000. If it still fails to sell then it may need to be auctioned at the best price available. On the evidence I consider a sale will be achieved at that price. This will likely leave a balance of arrears of £34,130. In my judgment the Respondent can and must pay these arrears and must do so over the course of the next 8 months out of

his compromise payment. Deducting this off the figure at §21 above will leave him £4,500 per month for the same 9 months  $[(£74,728 - £34,130)/9]$ . I am unwilling to vary the order to pay fees until Autumn Term 2024. The Respondent had the chance to pay these fees and chose not to. He can still do this although the hardship for him will be greater than it would otherwise have been but it will be achievable.

27. He must budget accordingly from August 2024. I direct the obligation shall be met as follows:

- The Applicant shall in the first instance settle the arrears of £44,130. She has the funds to do so and this is the safest way of preserving J's schooling after September 2024;
- The Respondent shall repay this sum to the Applicant no later than 1 April 2025 and shall do so by the following payments:
  - He shall immediately on sale of the boat provide to the Applicant an account setting out the sale amount, any costs of sale and the resultant net sum received. He shall pay this to the Applicant within 7 days of receipt of the same. This should reduce the obligation by at least £10,000 in my assessment but possibly more.
  - In addition, and from 1 August 2024 (this shall be in arrears for the previous month) he shall pay to the Applicant each month (on the 1<sup>st</sup> of each month<sup>8</sup>) a sum of £3,792. By 1 November 2024 he should therefore have paid the sum of £21,376 leaving a balance due of £22,754
  - To safeguard these payments, I will make an order directed to the business restricting payment to the Respondent of the final tranche due in November 2024. The sum payable to the Respondent will be reduced by the difference of £44,130 and the amount paid by that point. The balance will in principle be paid to the Applicant to settle the sum outstanding.
  - Should the sum owing not be paid by 1 April 2025 then any remaining sum shall incur interest at a rate of 8% per annum on a simple basis and shall unless otherwise paid be settled from the share sale before payment to the Respondent.

28. I give the Applicant permission to disclose this order to the business and liberty to the business to apply to vary or discharge this order. My understanding of their position in this regards suggests this will not likely be the case as they appear willing to support a plan under which school fees are paid. I make clear the paragraphs which reference the business are not intended to be hostile. I have no reason to believe they would act inappropriately but I bear in mind my orders are directed towards funds owed or likely to be owed to the Respondent and I cannot rule out

---

<sup>8</sup> In August due to the date of this judgment the payment must be by 15 August 2024

the Respondent seeking to evade this order by otherwise seeking earlier payment of the funds before his obligations under this Order are met.

29. Should there be disagreement come November 2024 between the Applicant and Respondent then the funds will continue to be held by the business pending my resolution of the dispute. If at that point I find in favour of a sum payable to the Applicant then this would likely be made under Third Party Debt principles.
30. I have therefore: (a) Approved the structure of payment of future fees at 50% from the share sale; (b) Approved the additional payment of the H/M payments plus penalty charge in like terms; (c) Ordered the sale of the boat to contribute to J's arrears; (d) Ordered the instalment payment of the balance and secured these payments against the November compensation payment.
31. I will now send this judgment to the parties with a proposed draft order. This draft can be shown to the business pending final approval. I will hand the judgment down at a remote hearing on Friday, 2 August 2024 at 9.45am. This will have a time estimate of 15 minutes and I give permission to the parties not to attend if there are no issues to be raised. If a party seeks any corrections to this judgment or requests clarification or permission to appeal then they must notify me and the other party of the same no later than 2pm on 1 August 2024.
32. This judgment will likely be published on the National Archives in an anonymised form with the parties' names replaced on the front page. I do not believe there are any identifying features within the body of the judgment itself. If there is any objection to this then the grounds for the same should be provided by 2pm on 1 August 2024. Any suggestions redactions to the judgment should be provided by the same time. I will then determine the question.

His Honour Judge Willans