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Case No: BH24P00019

Neutral Citation Number: [2024] EWFC 400 (B)

IN THE FAMILY COURT AT BOURNEMOUTH

Courts Of Justice
Deansleigh Road
Bournemouth
BH7 7DS

Date of hearing: Friday, 9th February 2024

Before:

DISTRICT JUDGE ASHBY

Between:

HANNAH JANE MACQUEEN

Applicant

- and -

NICHOLAS DANIEL REGAN MACQUEEN

Respondent

MR SHALE of counsel appeared for the **Applicant** (on 8th Feb 2024 but not 9th February 2024)

THE RESPONDENT appeared **In Person**

Approved Judgment

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DISTRICT JUDGE ASHBY:

Overview

1. This is my judgment in the case of *MacQueen v MacQueen*. This is a financial remedy case, I am asked to resolve the parties' finances as a result of the divorce. The case unusually has a Children Act number, BH24P00019. That is because something went awry at some point in the court office, but it is nonetheless not a Children Act case, it is a financial remedy case.
2. The applicant is Mrs Hannah MacQueen, who I am going to refer to as "the wife". No disrespect is intended. In the same way, when I refer to Mr Nicholas MacQueen, the respondent, I am going to refer to him as "the husband", again no disrespect is intended. It is the terminology used for the purposes of the judgment.
3. The wife is 34 years old and was represented by Mr Shale of counsel yesterday (8th February 2024) for the substantive part of the hearing. She attends in person today (9th February 2024) for the delivery of judgment, this is because Mr Shale was instructed on a direct access basis and there were financial reasons why she could not afford to pay him today. No criticism is made in respect of that.
4. The husband Mr Nicholas MacQueen is 30 years old, he has represented himself. Yesterday at the beginning of the hearing, I explained to him that if there was anything that he did not understand during the course of the hearing he was very welcome to let me know, and should he let me know I would take time to explain it to him.
5. There are two children: A is 6, B is 4.
6. The wife's application is for three things:
 1. A lump sum.
 2. Periodical payments or, as commonly referred to, maintenance.
 3. Costs.
7. The parties married on 22 July 2016. No one has suggested that there is any period before that that I should take into account in terms of cohabitation. The parties separated on 1 June 2021. There had been some discussion yesterday about exactly when that date was (there were different dates in the Form Es) but where we got to was that both parties agreed that separation was June 2021.
8. Of relevance both parties were made bankrupt in April 2020, and were discharged from bankruptcy; for the husband the discharge was in April 2021 and for the wife June 2021. More or less the time when the relationship broke down.
9. The petition for divorce was in May 2022 and the decree nisi was pronounced on 1 November 2022.
10. The Form A (from the wife) seeking financial remedy was dated August 2022. The wife's Form E was dated 31 October 2022 and the husband's 5 December 2022 (his

following an order from DJ Bridger to provide the same after he failed to provide the original form and a penal notice having been attached to that requirement).

11. My task is twofold: one, to work out what the assets of the relationship are; two, to divide them fairly.
12. To help me do that, I heard live evidence from the parties yesterday. Mr MacQueen was cross-examined extensively by Mr Shale. There were serious allegations of non-disclosure, hence much of the day was taken up with questioning him and that has really been the crux of the dispute between the parties. Mrs MacQueen was also questioned by Mr MacQueen yesterday, following which I heard closing submissions from both.
13. I have the benefit of a bundle of documents that runs to 545 pages. I also have the benefit of section 25 statements from both sides; a position statement from the wife, prepared by counsel; open offers; and a job offer.
14. Determining the assets of the marriage in this case has been a very difficult task for reasons which I will come onto shortly.

The Law

15. I bear in mind that the person who alleges something must prove it, they must prove it on the balance of probabilities, that is what is more likely than not. So, for example, if somebody, the wife in this case, is alleging that there are particular assets or income that have been hidden it is for her to prove that.
16. However, there is a duty of full and frank disclosure, it is a bedrock principle of the financial remedies court. Both sides come to the proceedings and must give full and frank disclosure. Cooperation is a principle that underlies the financial remedies court.
17. If a party fails to comply with obligations of full and frank disclosure I may draw an inference from that, known as an adverse inference. Any inference is to be one which is fit and fair in the circumstances. This is a warning which I gave the parties yesterday.
18. I also informed the parties that they were not obliged to answer questions which might tend to incriminate them for criminal offences. In particular I warned Mr MacQueen of that given the allegations being made against him.
19. I have reminded myself of the caselaw in relation to lying, for example, *R v Lucas*. It is common for witnesses to lie. It is a fact of life that people lie for various reasons, for example, shame, panic, embarrassment, anxiety to name but a few, there are all sorts of reasons why people lie, I will not name them all. Just because somebody lies about one thing does not mean that they are lying about all things. It is, I am afraid, my experience that sometimes people lie about some things and not other things. Inconsistencies and discrepancies can occur for numerous reasons, not simply because a person is lying, for example their recollection may be faulty or confused, they might make mistakes, misremember or it can be the effect of delay.

20. Both parties, I note, gave evidence either on oath or affirmation. Neither were entirely truthful, and so I have had to caution myself carefully about how much weight I place on any lack of honesty, and in particular any lies. To put it colloquially, one must not throw the baby out with the bath water.
21. I have also reminded myself that ultimately my obligation is to fulfil the requirements of section 25 of the Matrimonial Causes Act 1973. I should have regard to all of the circumstances of the case, with the first consideration being given to the welfare, while a minor, of any child of the family, so any children who have not reached 18. A and B are my first consideration. They are not a paramount consideration, they are a first consideration.
22. I have to consider all of the circumstances of the case and in particular the factors set out in section 25. They include, for example, the income, earning capacity, property and other financial resources of the parties; the financial needs, obligations and responsibilities of them; the standard of living enjoyed by the family before the breakdown of the marriage; the age of the parties; any physical or mental disability; contributions each has made or is likely to make in the future; conduct of the parties, if that conduct is such that it would in the opinion of the court be inequitable to disregard it.
23. There are a number of cases of relevance here. I have reminded myself of the case of *WC v HC [2022] EWFC 22*, a recent decision of Peel J, who oversees the financial remedies courts. He outlines, helpfully and succinctly, in paragraph 21 of his judgment the principles which ought to be applied, which follow largely what I have already said. It is a two-stage exercise to work out computation, that is what is in the pot and to distribute it. The aim is to reach an outcome which ought to be as fair as possible in all the circumstances. There is no place for discrimination between husband and wife in their respective roles. I must consider section 25. I have to consider section 25A of the Matrimonial Causes Act, which is a powerful encouragement towards a clean break, that is essentially trying to make sure the parties can go their own separate ways. There are three principles: needs, compensation and sharing. This is a needs case. I will not go through all of the rest of paragraph 21, but I take account of it.
24. I have also borne in mind a case called *SS v NS [2014] EWHC 4183 (Fam)*, a decision of Mostyn J, that summarises the principles that govern the award of spousal maintenance. So, pulling the threads together (he says), it seems to him clear that the relevant principles in play on an application for spousal maintenance are: Then, he sets the factors out in paragraph 46 of his judgment. If I summarise:
 - Where choices made during the course of the marriage have generated hard future needs on the part of the claimant / the applicant.
 - Duration of the marriage and the presence of children are pivotal factors.
 - Awards should be made by reference to need. Except in the most exceptional circumstances, it is not (I add) a case of saying, "Well, the husband is earning this, and can afford to pay this, so he just should pay that". It is a question of what is the need of the applicant. Because it represents a departure from the principle of a clean break.

- I have to consider whether the needs are causally connected to the marriage, and I have got to consider terminating maintenance at the earliest possible point. As soon as it is just and reasonable is the test.
 - The standard of living in the marriage is relevant but not decisive. The essential task is not merely to examine the individual items in the claimant's budget, but to stand back and look at the global total and ask if it represents a fair proportion of the respondent's available income which should go to support the claimant.
 - Where there is a base salary and discretionary bonus, or potentially sales commission, the award may be equivalently partitioned, the needs of strict necessity being met from the base salary, and additional discretionary items being met from the bonus on a capped percentage basis.
 - It does not have to be exceptional to extend a term of an order. I am not dealing with extension here.
25. I have also borne in mind, on the caselaw finally, the case of *AB v CD*, which deals with global maintenance, or global periodical payments. What is sought here is a global figure and that any child maintenance assessment comes off that. Those have been known to be called Segal orders. The court has jurisdiction to make those, and I have borne in mind the decision of Roberts J in *AB v CD* in that respect.
26. I bear in mind there is no freestanding jurisdiction of the court to award maintenance for children, it is a matter for the CSA.
27. So, those are the legal principles which I have borne in mind, as well as any wider caselaw, but those are the principally important decisions in this case.

Computation

28. Moving on to computation, it is common ground that in the early part of the marriage the parties did not have vast resources. This is evidenced from the bankruptcy in April 2020, which was discharged at the end of the relationship a year or so later. Both parties told me that at that point in time they essentially earned sums and spent those sums, there was not really any significant amount left in the bank at the end.

The bulldog business

29. That changed, to some extent, when the parties engaged in a business selling bulldogs. It has been difficult to ascertain the precise financial position in relation to this for a number of reasons. There are no accounts prepared in relation to this business. On any measure of it, it was turning over very significant sums of money. The bulldogs sold for a variety of prices, £10,000 was not an uncommon sum, but at times figures of up to £50,000 were paid.
30. There was a certain amount of selling puppies, buying dogs and selling them (in addition to selling puppies), there were some costs involved, in whelping for example. The income in respect of this, in my judgment, on the balance of probabilities, was well in excess of the VAT threshold. It appears uncontroversial the business was not registered with Companies House. The money they were earning was not declared for

the purposes of tax or VAT and was spent. There are no accountants accounts/tax returns. So, ascertaining what money came in when has been a difficult task.

31. It is something that both parties have been engaged with, and which Mr MacQueen continued to be engaged with after separation. For example, we see on page 403 of the bundle, some of the husband's bank statements, a payment in of £51,000 on 5 January 2022 to his Nationwide account, then he transfers this from his Nationwide account to his Starling account. This sum comes in from his brother and was in relation to dogs.
32. Further, there have been references to payments made via a PayPal account, which I do not have the details of, or any disclosure of the statements from PayPal. Page numbers in the bundle do not follow the electronic numbers, there have been some mix-ups with the pages when they were printed, but we have all been able to follow it, so I am going to use the electronic page numbers. The electronic page number 145 is a schedule of payments compiled by the wife which refers to a PayPal account. There is £150,000 being received from a FT. This is taken from a print screen, and I have seen the actual print screen itself, it refers to £150,000 being paid for a newsagents business, that sum does appear to be connected with a newsagents business, which I will come onto more in a moment. The dates put on the schedule on page 145 (by Mrs MacQueen) are all August 2022. That is when she spoke to the individuals concerned, not necessarily when the money was received. There are other payments referred to there: £50,000 from a GN; £50,000 from a PJ; and £150,000 from an EJ.
33. Mr MacQueen said he recognised those names and those sums as relating to the sale of bulldogs, but he would not know exactly when they were received. There are obviously some expenses connected with that, but on any measure of it sums over £200,000 are being received in with this business. So, certainly sums that would warrant declaration.
34. I have no tax returns that deal with any of this, because it was not declared for tax, which obviously in and of itself is thoroughly dishonest. But I am not here as a tax authority, I am here to deal with the finances of this couple and how they should be distributed. But it is relevant insofar as computing what earnings were, are, and earning capacity is and also more broadly in relation to the honesty of the parties. I will come more onto these businesses in a moment.

Property

35. In relation to hard assets, as it were, property. Neither side owns property, as in real property/land. I have got an ES2 in the bundle. There are modest amounts of money in the wife's bank accounts, and I will come onto the husband's in a moment.

The Wife's Pension

36. The wife has a pension, an NHS pension. I do not have the CETV value of it, I was pretty unconvinced about the efforts that have been made by her to obtain that frankly over quite a long period of time. However, I do accept the wife is on a pretty minimal salary and has not been paying into that pension for that long, certainly not a significant number of years. The value of it is likely to be minimal. In any event, she is only 34. I do not think it will make a substantial difference to the outcome of this

case, but I do note the CETV has not been obtained and should have been. As I say, the efforts to chase it down were lacklustre.

The Wife's Income

37. The wife's earnings are fairly uncontentious, she is earning £14,400 net per annum from her work, and receiving Universal Credit of £10,000 per annum, about £24,400.

The Husband's Income and Assets

38. The principal issues of computation have been working out what Mr MacQueen has and what his earning capacity is. On the face of it, there would not appear to be any particular assets at the moment, but that does require careful scrutiny.
39. The husband's income is a moving feast. His earning history, in terms of employed roles, is that (of relevance) he had spent about three years working for Dometic. That ended before really the crucial period. He said his earnings started at £38,000 (gross per annum) and went up to £42,000. He was an area sales manager. He told me there was no commission. That would be highly unusual for a sales role. He told me that he had negotiated a bigger basic salary. He left that role, there was a bit of a dispute over why, but I do not need to get into it.
40. Then, he started working for Zippo Limited. There was no substantial gap between the two roles, he worked for Zippo Limited for about a year. He had told me it was about three to four months; that was dishonest. He told me he had not got on very well, he was in over his head and he left, he was sacked from the role he says for lack of performance. There is no disclosure of any letters to that effect, in breach of the obligation of full and frank disclosure.
41. He told me it was for three or four months. Actually, when you consider the bank accounts, it is more like a year. In my view he was trying to minimise the amount of time that he was in that job. Nonetheless, it is evident from his bank statements that he was in the role for a year or so and he has disclosed those. That was for a year period of approximately June 2022 to May 2023. His earnings in that role were £48,000 a year gross, and he declared that on his Form E at page 110 of the bundle. His Form E was dated 5 December 2022.
42. What he did not declare in his Form E was income from any other source. Yet he had received other earnings which I have seen in the bank accounts, and he admitted it in evidence yesterday, from Your Roofer Dorset, between June 2022 and December 2022. From his bank statements we see there was just over £24,000 received in that period. Then another just over £10,000 was received between August 2022 and December 2022 from a Mr V. Both of these sums were in connection with earnings from a Your Roofer business.
43. That is obviously in addition to the £48,000 he was receiving in his employed role. That, as I say, is not even a full year. Mr MacQueen said he is not a roofer and he was doing labouring work. It is difficult to see how £34,000 has accrued in such a short period of time, just doing labouring work alongside a full-time job.

44. It was received, it was not on the Form E. It is of relevance that the Form E was dated 5 December 2022, so these are earnings that were being received at the material time, which ought to have been on the Form E. I did not accept that it was a simple oversight. The form is straightforward and it requires you to produce details of earned income from employment, and complete one page for each employment. Further there is a separate section to complete for any self employed income.
45. Mr MacQueen was asked in cross-examination whether this was completely and utterly dishonest, and his response was, "That's right, it was". To his credit he admitted that, but it was and is a serious breach of the court rules, it shows utter contempt for the court proceedings. It was a deliberate attempt to try and hide the scope of his earnings, which was significant. There are no tax returns again. Nothing declared to the Revenue in relation to that.
46. It is a serious and egregious breach of the duty which Mr MacQueen owed to the court. The bedrock of the financial remedy courts is full and frank disclosure. The court expects, at the very least, honesty from the parties, and did not get it from Mr MacQueen.
47. There was also a failure to disclose the P60s, which the Form E says should be disclosed, and the pay slips. They have been asked for numerous times, there have been orders made by this court for P60s. I do not need to go through all of them, they have been made, they have not been complied with. Mr MacQueen says this is an oversight. Frankly, because of the evidence I heard from Mr MacQueen, I found it very difficult to believe very much of what he said.
48. I certainly did not accept that this was just an oversight. The court had ordered the Form Es, they were not done in time. The court made a penal notice, an order with a penal notice, for completion of the Form E, which resulted in a belated Form E, which was incomplete and dishonestly completed.
49. If the £34,000 were received in a six-month period, then that would produce an income of about £70,000 on an annual basis, in addition to the salary of £48,000, in addition to money coming in from the bulldogs business. As I have already said, by way of example page 403 of the bundle shows £51,000 received on 5 January 2022, the same year the Form E was completed, there is no reference to that in the Form E.
50. That money came in and was spent on a luxury lifestyle, holidays to Dubai, holidays to America, for example see page 496 of the bundle. Income received, dishonestly not declared to the Revenue, and then spent on luxury living.
51. There are payments out, for example, pages 495, 496, Dubai, thousands and thousands of pounds, multiple holidays, not just there. I do not need to go through all we went through in cross-examination yesterday. There were payments to luxury clothing brands, Gucci for example
52. Also, during the course of 2022, there were payments in from News Limited, £7,500 on 9 February 2022, another £7,500 on 15 February, another £7,500 on 16 February. Mr MacQueen says these are payments from his brother's business, he told me, because he was struggling with money.

53. That was an obvious lie. He had received in January 2022 £50,000 in relation to sales of dogs. Some of it had to go on the expenses of the dogs but, as I say, much of it was spent on luxury living. He then receives another £22,500 from his brother, he told me for cost of living. He told me first of all that it all went straight out to pay for his rent. Some of it did, on 16 February 2022 £7,500 was paid to Silverbirch and a further approximately £8,000 to Silverbirch on 17 February, but immediately thereafter general spending ultimately. Holidays continue.
54. That £22,500 was not declared on the Form E either. He said his brother was paying that to him, helping him live essentially. That is a very curious explanation. He was receiving money (and his brother knew that) from the dog sale business, he was earning in his paid job, and later on was receiving income from the roofing company. He was not struggling to live, he was living a life of luxury. The explanation that it was help to live was completely dishonest.
55. That is money which I have got no decent explanation for, no reasonably credible explanation, coupled with the failure to disclose the earnings in the Form E, coupled with the failure to disclose the earnings from the dogs business. I can and do draw adverse inferences from those lies to the court. Put frankly, Mr MacQueen's Form E was a fairytale, bearing absolutely no resemblance to the truth.
56. Between February and August 2022, a further £12,000 was received into his account, that is from his new partner, or Lips And Lines Aesthetics. He was asked about that in cross-examination. He said that Lips And Lines Aesthetics would pay money to him on behalf of his partner. There is absolutely no reason for that to occur frankly. It did not make any sense. There was no reason for his partner to be paying money to him either. He was living in her property, without paying rent, she was meeting the expenses, and he, as I say, was funding a luxury lifestyle. The much more likely explanation is that there were business interests that she was paying him for.
57. I am afraid from top to bottom Mr MacQueen has lied about his earnings, at every turn. The court is used to dealing with the scenario where people do not always tell the whole truth. Rarely have I encountered a situation where such continuous brazen lies have been pursued before the court in this kind of manner.
58. It does not end there. Mr MacQueen left that job at Zippo Ltd, as I say. He started, he tells me, working for LCM Leisure recently. An offer letter has been disclosed recently. In a previous order (of 6 December 2023) it was recorded that he was awaiting an offer letter from Crusader Products Ltd. He says he never received that. The tenor of the order, the recital in the order, is very much that he had an offer coming and was expecting to receive it in writing. A copy of that has not been forthcoming.
59. He tells me that Crusader Products Ltd is connected to a RT, whose wife is director of LCM Leisure, who then offered him a job to start on 1 February 2024. I have seen a letter to that effect. It is undated, it is unsigned. That is not necessarily fatal. There are no particulars of employment, which is a legal requirement for employers to give to employees. It tells me that he will receive an annual salary of £36,000. He tells me that he has a longstanding friendship with RT.

60. Mr Shale on behalf of Mrs MacQueen was concerned about the legitimacy and truthfulness of this offer, and whether this actually represented his true earnings. So, Mr Shale asked in cross-examination to see how that letter had been sent, and this was the exchange (with my observations added):

Mr MacQueen said, "I got it on my email, on 26 January 2024".

I noted that this was a very precise recollection in respect of the date.

Then he said he was mistaken about receiving it via email, he had received it by WhatsApp.

I asked him how he knew it was received on 26 January because that was quite precise.

He said he remembered getting it.

Then, he said, actually it was received by WhatsApp on 30 January.

Mr Shale again pressed him on the cogency of the offer that was received.

Mr Shale wanted to see, as did I, the message where it was sent to him.

My note of the evidence records Mr MacQueen as stating that actually it was received by WhatsApp on 30 January from a RT.

He showed me the picture of the offer letter on his phone. I note that, in doing so, he opened the picture from a WhatsApp chat (RT). He opened the picture from a WhatsApp chat in my sight. I saw and read the photograph of the offer letter and passed the phone back to him.

I asked him if I could see the messages that RT had sent to him with the offer.

He told me he would prefer me not to, as he was quite derogatory about Mrs MacQueen.

Nonetheless, given the issues over the cogency and validity of the offer, I asked Mr MacQueen to see the messages sending the offer, to which he said:

"There aren't any messages, I've only spoken to him on the phone".

That was a clear and obvious lie. He had just told me that he had been sent messages by WhatsApp, and he did not want me to see them because they were derogatory. Not only that but I had seen him open the picture of the offer from a WhatsApp chat.

He then told me it had only been sent to him by picture message.

I am obviously aware of how WhatsApp works, we deal with WhatsApp evidence all the time, and pictures are sent in a message.

Mr MacQueen proceeded to tell me that there had not been any WhatsApp messages and that I had not seen WhatsApp messages.

I have rarely encountered such brazen dishonesty.

I then asked to see the messages, and in fact I made a disclosure order there and then for the court to see those messages.

At that point Mr MacQueen told me the messages had been deleted. He said, "I haven't still got them because they're encrypted".

I noted that everybody's WhatsApp is encrypted.

He then said he had tried to open it, and it was not there. He then said, "I have gone on to get the chat, but it's not there. I must have slipped and deleted it when I closed the chat".

To that I observed that that is easily resolved because one can look in archive messages or deleted messages.

To that he told me it had been deleted from that too.

He then purported to show me a new chat with RT, that had nothing on it.

Put frankly, he told me it had been received by WhatsApp and that he did not want me to see the messages. When I then made a disclosure order for disclosure of those messages, they were deleted, he says accidentally. Even from the archive messages. I then had various conflicting explanations that in fact there had been no WhatsApp messages, that he had only spoken to him on the phone, that the phone was encrypted and that he had accidentally deleted because of privacy settings.

I gave him several chances to disclose those messages to me, to which he told me, "I can't, because they're not there, and they were "accidentally deleted"," immediately after I had ordered him to show them to me and he had told me he did not want to show them to me because they were derogatory.

61. That, I am afraid to say, was probably one of the most brazen acts of dishonesty I have ever encountered in any case. Either Mr MacQueen was simply disobeying my order, or he actively deleted the messages. I do not accept his explanation, which shifted like sand. It was blatantly and obviously dishonest. The inference that I draw from that is that he did not want me to see the messages because there was far more to the remuneration than the £36,000.
62. When I put this together with the dishonesty already undertaken in relation to hiding his earnings, my view is that he is hiding his earnings on this as well (rather than not

wanting to show me the messages because they were derogatory), and that is the inference I am going to draw from that.

63. That was an example of how Mr MacQueen has absolutely no respect for the authority of the court or this process, particularly when I couple it with the dishonest hiding of other earnings. At every turn I am faced with dishonesty: the way the companies are set up; the lack of tax paid; the lack of VAT paid; failure to disclose earnings from Your Roofer; failing to disclose the period of time of employment with Zippo; failing to disclose in the Form E the News Limited income; failing to disclose the bulldogs income; failing to disclose the P60; failing to disclose payslips; lying to me outright about the WhatsApp messages.
64. The aim is to maximise his earnings for himself and minimise them to authorities.

The Companies Connected to Mr MacQueen

65. There is a forensic accountants report in relation to 16 companies that it is alleged Mr MacQueen has been involved with. I have to say I did not find all of those companies to be of great relevance to these proceedings.
66. Working through them:
- Corfe Enterprises Limited (company number 11538732). Incorporated on 28 August 2018, dissolved 4 February 2020, no accounts. Mr MacQueen was a director. Its relevance is pretty slim to these proceedings, if not nil.
 - Lancelot Enterprises Ltd (company number 11469559). Incorporated on 18 July 2018, dissolved 24 December 2019. No accounts. Mr MacQueen was a director of that company. Again, no real relevance to these proceedings. They are companies dissolved even before the bankruptcy.
 - Your Roofer Limited (company number 14339338), Mr MacQueen was a director of that. It was incorporated 6 September 2022. Voluntary strike-off only a few days ago, 30 January 2024. In my view the earnings he received from Your Roofer Dorset and Mr V are connected with this. I have outlined my findings in relation to those earnings.
 - National News Ltd (company number 13982781). Incorporated 17 March 2022 and compulsory strike off on 22 August 2023. Mr MacQueen was a Director. There is no other substantive evidence about this company.
 - NewsNo1 Limited (company number 11733503). The director is Mr MacQueen's brother, not Mr MacQueen himself. I was told in evidence essentially the whole family worked for this business at various different points in time. The company is still trading. It was incorporated in December 2018. There was a bounceback loan, covid loan, that was applied for from the joint email address of the husband and wife, for £40,000. There are some earnings paid to the wife's brother in relation to this, I will come onto that more in a moment. I have already noted that there are some payments from Mr MacQueen's brother to Mr MacQueen of £22,500 on pages 500 and 501. Clearly Mr MacQueen is intimately connected to this company. He applies

for a bounceback loan from the email address of his family. He told me this is just an email address that is set up on the computer, anyone can use it. I did not believe that. It would be a highly unusual arrangement and, in a situation where earnings are continually hidden, I think it is much more likely that Mr MacQueen is involved in this in some way. I do not place any great weight on any evidence, hearsay evidence, given by Jordan McKenzie (as recorded in the report) for reasons I will come onto in a moment.

- The next company, Dorset News Limited (company number 13887744). Incorporated 2 February 2022, strike-off 11 July 2023. Not of a great amount of relevance other than I notice another newspaper type business. It is incorporated post separation.
- Wetherby News Ltd (company number 13879024). It was incorporated on 28 January 2022, again post separation incorporation, with strike off on 4 July 2023. It is of limited relevance, other than the fact it is a news business.
- Worcester News Limited (company number 13879022). Same dates of incorporation and strike-off, post separation. Again of limited relevance.
- Cheshire News Limited (company number 13879094). Incorporation and strike-off same dates as the last two companies. Again, post separation. The husband is director of all of the last four of these companies.
- Newquay News Limited (company number 13878954). Post separation incorporation on 28 January 2022. There is the £150,000 payment in the PayPal account that has been alleged to have been sent. But I simply cannot determine in reality how that works in. The husband was a director from January 2022 to March 2022. I expect on balance the £150,000 was connected to this from FT, but there is very little evidence about what has happened to that.
- WMF Trading Limited (company number 13650395). Of little relevance other than a FT is also connected to it, but the husband does not appear to have any obvious connection to it.
- Alpha Bulldogs Ltd (company number 13289894). The forensic accounting report refers to the husband being a 50 per cent owner. I have to say the forensic accountant's report is heavily caveated because of the non-disclosure of the husband. Incorporated in March 2021, dissolved 30 August 2022. Electronic pages 183-187 and 195-197 outline the salient parts of the expert's report about that. But in any event I do find that there was clearly a bulldogs business, not necessarily even running under the limited company noted here. But the parties were engaged in a bulldog selling business that was quite lucrative, as I say, separate from Alpha Bulldogs in any event.
- BUMI Enterprises Ltd (company number 04926786) of no relevance at all to this case. It is an old business and ceased to be in 2020.
- MACQS Enterprises Limited (company number 11076825). Incorporated 2017, dissolved July 2020. Again, of no real relevance.

- Newsround Limited (company number 14687626). Incorporated 24 February 2023. The husband told me he did not know anything about this. The director is Sarah Jennings, his new partner. I asked him about this because it is curious that he is involved with lots of news related, newspaper related, businesses, newsagents and so on (as can be seen from the other companies) and that once he starts having a relationship with Sarah Jennings, all of a sudden she starts setting up a similar company that she does not have any experience in. She is an estate agent. Mr MacQueen then told me, "Well, there might have been a discussion" about them setting up something separately, the story shifting like sand yet again. Clearly, this is a joint venture, in her name, in the same way that he does other things in other people's names, like the Your Roofing. It is highly unlikely that Sarah Jennings would just start setting up Newsround Limited when she had no experience or involvement in that type of thing and Mr MacQueen had plenty of experience in it.
 - Hangerhub Limited (company number 1472111), I cannot see any evidence, reliable evidence, to tell me what that is about so I cannot put much weight on it.
67. The forensic accountant's report puts a wide possible valuation on the dog sales, between £160,000 and over £768,000. I am told that the dogs business meant that the dogs were essentially being sold as luxury dogs and earning significant amounts, but I cannot put a precise figure on it. In any event the figure in, for example, January 2022, was post relationship earnings, ultimately. Puppies are sold at eight weeks, the parties have separated in June 2021.
68. I should also say the expert was told that money was paid to an account for Jordan McKenzie which the husband had control of. The expert was told that Jordan McKenzie had not lived in the UK since 2008, had lived in America since then. That was a lie. Jordan McKenzie, it was agreed, had left the UK in July 2022. He had clearly not been in America since 2008.
69. The wife relied on this in the expert's report as an example of the dishonesty of the husband. She did not correct the expert report with the court, despite having had it since April last year. It was my view that that was an attempt to try and get the husband into further trouble. There was no real need to because he was already in enough. But I did not find the evidence recorded about Jordan McKenzie in any way credible and it ought to have been corrected by the wife with the court. The expert was actively misled and the court would have been actively misled about it too had it not come up during the course of the hearing. The wife should have corrected this.
70. I should also say procedurally there have been a number of orders for disclosure, which I have already covered, which have not been complied with in full. The obvious requirement for the Form E (along with the information required for the Form E). DJ Bridger has made two penal notices in this case, that is highly unusual in and of itself. I am still in a position now where I have incomplete information and frankly a whole host of dishonest information.

Husband's inheritance

71. There was an inheritance received by the husband. I put no real weight on that because the inheritance is received after the parties separated. It clearly is inheritance in my view, on balance of probabilities. It comes from a solicitors' firm, it is a non-matrimonial asset received after the parties separated. I could understand why Mr MacQueen might think that is not relevant, I do not think it is relevant either, so place no great weight on that.

Conclusions on computation and the Section 25 factors

72. What I can conclude from that in terms of computation, and considering the first factor under section 25, is that the husband's income and earning capacity is far, far in excess of what he contends it is. On even a conservative valuation, in 2022 he received £34,000 from the Your Roofer businesses; £48,000 over a course of a year gross from his work with Zippo; £22,500 from his brother; £10,000 more or less from his new partner via the Aesthetics; £51,000 from the bull dogs not all of which would have been profit but let's say conservatively £35,000. It puts him in my view with a gross income of at least £150,000 a year.
73. Where the evidence is lacking, I draw adverse inferences against Mr MacQueen because of his continual lies to the court in relation to his earnings, income and lack of honest disclosure.
74. It is rare for me to give a judgment in such damning terms, but I am driven to the inescapable conclusion that the level of dishonesty, brazen dishonesty, displayed by Mr MacQueen in these proceedings gives me little other choice.
75. I have considered all of the reasons that people lie. I remind myself of the *Lucas* direction. But the evidence in this case all points to the same theme: Mr MacQueen minimises his earnings to authorities in order to benefit himself. He has continued to do that in these proceedings.
76. That said, clearly Mrs MacQueen has benefited from some of this as well.
77. So, as a minimum £150,000 a year gross, and in all probability, on the balance of probabilities, the husband's income/earning capacity is probably more. That conclusion is augmented by the luxury lifestyle which he has lived.
78. The wife's income is set out above [paragraph 37].
79. In terms of financial needs and obligations, both parties need to live. Mr MacQueen is living with his partner, he is not paying all of the normal outgoings, there are no outgoings for rent, council tax, gas, electricity, water, sewage or anything like that. Clearly there is no guarantee the relationship will last. He was paying £1,500 a month until August 2022 for the children, and then stopped paying that as he said he could not afford to keep paying it. That was obviously a lie given the findings I have just made.
80. Mrs MacQueen's needs are reasonably fairly set out in the latest statement attached to the position statement. She had exaggerated her needs in her original statements. She had said there was £850 a month for nursery expenses, that is not what it was costing at all. I did not find that very credible either.

81. Rent is being paid at £1,100 a month, that was consistently on the statements. I accept it may have gone up slightly, I do not accept it is at £1,250. I will allow £1,150.
82. The other amounts on the statement are pretty modest, save for childcare at £200 a month. That is obviously not the expense having heard the evidence. Mr MacQueen is right to say it is about £43 a month, so £150 comes off there.
83. Dentist and optician is exaggerated. B does need some glasses. It is not to the tune of £100 a month. Dentists appointments, the children are at NHS dentists, Mrs MacQueen has to pay for hers, but that is overblown by about £50 a month.
84. Church or charitable donations, as laudable as they are, I am afraid do not have to be made.
85. Removal of that brings the total of reasonable needs down to £3,077. She is currently living within her means by cutting her cloth. The reasonable needs of her are at least £3,077. That does not make any allowance for life generally and things to go wrong. She has a very modest allowance for clothing and footwear, bearing in mind that she has got two children that she is having to look after. It does not allow anything for things like if the washing machine breaks and you need to get a new one. I think overall £3,400 a month is probably her reasonable need, and I think that is reasonably modest, once you strip out the other aspects.
86. She is earning with earnings and Universal Credit about £2,400 a month. The shortfall is about £1,000 a month. She is hoping to increase her earnings by increasing her hours. She will still be short if she does that because the Universal Credit will go down. Hence there is a question over whether there is merit in pursuing periodical payments in this case, because she will have a pound for pound reduction in her Universal Credit as a result of maintenance. But her aim is to wean herself off benefits, and she will still, as she does that, be short by about £1,000 a month, which is a little less than the figure that Mr MacQueen was paying until August.
87. Those choices and hardships are as a result of choices in the marriage. She has for most of the time, 60-40, the children. Her earning capacity is less. When I apply the principles from *SS v NS*, it seems to me that this is a case for periodical payments at £1,000 a month, until the youngest child reaches 18 or until they finish university education, but maximum age of 21. I considered whether they can be brought to an end earlier than that, but whilst her earnings will likely increase that is unlikely to make any substantial difference in even the medium term because it will simply replace universal credit. Until the children cease to be dependent on her I do not think her needs will decrease and it is unlikely her overall net income will increase substantially.
88. I am in rather more difficulty deciding on any lump sum. In reality Mr MacQueen has had earnings from lots of different sources, and he has been thoroughly dishonest about what has been coming in. It felt like he is probably being dishonest about exactly where it is going. But I have no realistic evidence that it is all sitting in an account somewhere else. He seems to spend it as quickly as he gets it.

89. The other thing I bear in mind is, even though he has been thoroughly dishonest with the court, we are looking at a relatively short period of time after the bankruptcy in 2021. The relationship finished in 2021, and most of what he is being dishonest about are post-relationship earnings, which I would have put less weight on anyway. So, it has gained him nothing by being so dishonest about it.
90. The reality is at the point where the parties separated, the available matrimonial assets were pretty slim, even Mrs MacQueen said, "Even with the bulldog business, once we did whatever we did with it, there was a couple of thousands pounds left in the account". He has had significant sums in after that, and I can take this into account, but the reality is I think he has probably spent those on luxury living. So, I do not see that there actually is anything that I can order a lump sum from.
91. I have considered of course the financial needs and obligations of the parties in coming to the view that I have, and the earnings of Mr MacQueen obviously more than exceed his needs and obligations. The standard of living enjoyed by the parties I have considered. I have noted the age of the parties. I have taken account of the fact that it was a short marriage when I have considered periodical payments, but nonetheless with two children and the various other factors. There are no physical or mental health disabilities in this particular case. Contributions in this particular case do not make a huge amount of difference. The conduct, I do not need to take account of in order to reach the decision that I have reached, save that obviously the continued dishonesty has affected the findings of fact.
92. I consider therefore, applying section 25, it is a fair outcome, and does not offend the clean break principle more than is required.

Costs

93. So, that leaves me with the costs. Rule 28.3 of the Family Procedure Rules deals with costs. The usual approach in financial remedy cases is no order as to costs. But I have a broad discretion, and I can take an account of, under rule 28.3(7): any failure by a party to comply with these rules, any order of the court, or practice direction which the court considers relevant; any open offers; whether it was reasonable for a party to raise a particular issue; the manner in which the parties proceeded or responded to the application, and any other relevant aspect of the parties' conduct as well as the financial effect on the parties of the costs order.
94. This is one of the most egregious and worst examples of dishonesty to the court that I have encountered (perhaps the worst), for example in the Form Es, in the disclosure and actively in the face of the court. These proceedings have been required, and a court hearing needed, because of this continual dishonesty. There are multiple breaches of court orders, penal notices attached; failure to disclose even now still P60s and pay slips; wholesale refusal to comply with my direct order to disclose the messages, lying to the court about it brazenly, despite being given plenty of opportunities during the course of the hearing to reconsider; actively trying to conceal earnings, refusing to disclose earnings from Your Roofer, from the bulldogs coming in in January, from News Limited/his brother and from his partner.
95. If this is not a case for a costs order, I do not know which case is. Whilst a number of the companies I have said are of more limited relevance (because they are post

separation) there are still four companies, for example, that are set up in January 2022 and not struck off until July 2023. They all ought to have been on the Form E completed in December 2022 even if of lesser relevance. Everywhere I turn I am faced with fresh dishonesty.

96. The costs sought are relatively modest in sum. In fact, the only costs sought are for a barrister to attend the previous hearing; Mr Shale to attend yesterday, a modest fee of £1,800; and the forensic accountant's report, which was required because these companies are not even disclosed on the Form E. Even now the forensic accountant has not been able to reach firm conclusions on things because of the continued lack of disclosure.
97. The costs come to a total of £10,224.
98. When I apply the factors in 28.3, there is no other conclusion in my view, other than Mr MacQueen will pay the costs of these proceedings. His conduct throughout the proceedings, his dishonesty throughout them, has occasioned these costs.
99. Not only that, but the costs ought to be paid on the indemnity basis, which means that any doubt is resolved in favour of Mrs MacQueen.
100. I bear in mind the financial implications of the costs order, but in the context of the findings of fact that I have made about Mr MacQueen's actual earnings, I am going to make an order that Mr MacQueen pay the costs of £10,224 to Mrs MacQueen.

Conclusion

101. The husband will pay the wife periodical payments of £1,000 a month, that will be by the 1st of every month, and the first payment will be made by 1 March. Any child maintenance will come off that figure. It will be a global maintenance order.
102. With the £1,000 periodical payments, remarriage will bring it to an end. Death; remarriage; cohabitation, I shall say for more than a two-year period. The £1,000 will be index linked to inflation, to RPI inflation. It will go up by the same amount of inflation every year, in April every year, not including this year, April 2025 and every year thereafter.
103. Costs are to be paid by 28 days, 8 March 2024. If Mr MacQueen does not pay them by that date, Mrs MacQueen will have to consider what enforcement action she takes in relation to it.
104. I will prepare an order which reflects these decisions.

Possible Publication of this Judgment

105. I am going to order that a transcript of my judgment is prepared at public expense. Once it has been transcribed and approved by me, I am going to have a copy sent to the parties. I am then going to have a further hearing to consider whether the judgment should be published, un-anonymised, on the National Archives website, which is where judgments are published.

106. What concerns me is that the behaviour and disrespect shown to the court in relation to orders, non-compliance and dishonesty is something which ought to be the subject of public scrutiny. So, I am going to consider publishing the judgment, anonymising any factors that might involve the identification of the children. I want the parties to be able to see the judgment before considering which parts of the judgment might need to be anonymised and I will hear what they have got to say about that.
107. So, I am going to have a hearing set down for the first available date after three months, for one hour, to hear what parts of the judgment ought to be anonymised.
108. That concludes the judgment in this case.
109. POSTSCRIPT: this approved judgment reflects the anonymisation agreed and the Court has given permission for its publication.

(This Judgment has been approved by the Judge)

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