

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

This Transcript is Crown Copyright. It may not be reproduced in whole or in part other than in accordance with relevant licence or with the express consent of the Authority. All rights are reserved.

IN THE HIGH COURT OF JUSTICE
FAMILY DIVISION
[2022] EWHC 3501 (Fam)



Royal Courts of Justice
Strand
London, WC2A 2LL

Friday, 8 July 2022

Before:

MR JUSTICE FRANCIS

(In Private)

B E T W E E N :

A

Applicant

- and -

V

Respondent

MR C HOWARD QC and MR A TATTON-BENNETT (instructed by Frances Hughes and Joseph Fennelly of Hughes Fowler Carruthers) appeared on behalf of the Applicant.

THE RESPONDENT appeared In Person.

J U D G M E N T

MR JUSTICE FRANCIS:

- 1 This is a relatively straightforward application pursuant to Schedule 1 of the Children Act 1989. The child concerned was born in autumn 2014 and will, therefore, be eight in the autumn of this year.
- 2 There has been bitter and acrimonious litigation between these two parents regarding the child throughout most of his young life. I shall refer to the parents respectively as “the mother” and “the father” for convenience.
- 3 The father’s estimated total costs to date are £3,817,603. The mother’s estimated total costs to date are £1,717,981. This combined total is £5,535,584. The child has been alive for about 93 months. This means that the parties have, between them, spent approximately £61,000 on legal fees arguing over the child for each month of his life. I described this in court yesterday as a “catastrophe” and as “completely absurd”. I do not want for a moment to resile from those statements. I have, during the course of this week, been able to come to a very clear conclusion as to how and why this has happened.
- 4 In spite of this completely extraordinary expenditure, the father came to court on Monday as a self-represented litigant. He had advertised at the pre-trial review on 26 May this year that that would, indeed, be his position. I advised him then, in the clearest of terms, that I thought that he should be represented. He has, at all times, when represented, instructed Stewarts Law, a firm which is regarded as one of England’s excellent family law teams. The husband has, I am told, spent about £180,000 since he dis-instructed Stewarts Law since the PTR on 26 May. This means that, in about six weeks, he has spent £130,000 (that is part of the overall £180,000) and yet on Monday this week he arrived at court unrepresented. This was a choice which he was, of course, fully entitled to make. Quite how he has incurred costs of £130,000 since the PTR without incurring the costs of the hearing, preparing a bundle and, in particular, instructing leading and junior counsel is something that I shall never understand. The father told the court, and I accept, that he dispensed with the services of Stewarts Law before incurring counsel’s brief fee. Miss Stone KC has previously appeared for the father and was, as I understand it, expected originally to attend on his behalf at this hearing. Whilst, no doubt, her fees would have been considerable, I am sure that with her vast experience she would have brought some considerable help to the father and some reality to his perception of this case.
- 5 When this matter commenced before me on Monday this week, I gave considerable thought (although did not advertise it to the parties) to raising with them whether I should adjourn this case so that the father could be represented. In the end, I decided not to raise the matter for two very important reasons. The first is that this case desperately needs resolution. An adjournment would doubtless have been for a considerable number of months and possibly a year or more, such is the state of the lists in the Family Division at the moment. Secondly, the father was given the clearest of indications by me at the PTR in May that I thought that he should be represented and I reminded him of that this week. I am sure that, even at the last minute, somebody from Stewarts Law could, if he had wanted them to, come and sit with him. He would probably have been able to find experienced counsel. It was his choice to dispense with the services of Stewarts Law and Lucy Stone KC and instead to act for himself. It is obvious from the sums quoted above that he has had an immense amount of advice and help from Stewarts Law right up until the last moment before this hearing commenced. The father is, as I shall set out, a man of immense wealth and there is no suggestion here that he could not afford to pay for representation. Any such suggestion would have been completely absurd in the light of the massive costs figures that I have set out above.

- 6 I have no doubt, the more that I have heard and read, that the father is a man of considerable intellectual capacity, of business acumen and financial success. He has made a huge financial success of his life. But when it comes to understanding the issues in these proceedings, he has, in my judgment, shown an almost complete absence of emotional intelligence or understanding in relation to the issues that are before the court and the issues that affect his child and his former partner.
- 7 The father told me on the first day of this hearing that he would like some guidance from me as to topics that he would like me to consider and the framework which governs this case. I asked him whether he had read the provisions of Schedule 1 of the Children Act, the statutory framework which guides me and which the lawyers have to read every time they do one of these cases to be sure that they abide by the relevant statutory framework. Astonishingly, he told me that he had not read it and I discussed with him quite how he would feel if he went into a meeting in his important financial business without having read the papers. I therefore invited the mother's solicitors, or Mr Tatton-Bennett, Mr Howard's junior, to copy and paste into an email the relevant provisions of Schedule 1 of the Children Act so that the father could read them and he told me that he has now done this. As I say, I asked the father whether he would go to a commercial negotiation without reading the papers relevant to that negotiation and, of course, he said that he would not.
- 8 When the father came to make his closing submissions to me, I decided that I would treat him as still subject to his affirmation because any self-represented litigant will find it difficult to know the difference between a submission and evidence. I should say that the father was, at all times, courteous to the court and his demeanour in court has been faultless. He did not seek to cross-examine his former partner, the mother, which, if I may say so, was a very wise decision of his. However, his submissions to me were confused. They showed an almost complete lack of understanding of the powers that I have, of the orders that I was likely to make and the issues with which I was concerned. I have to conclude that he knows what the issues are in this case, having spent so much, as he has on such top level representation. But his submissions to me were almost always confused and they descended into a level of detail about issues which were almost or completely irrelevant, even such things as Wednesday homework for his son without addressing many of the headline issues at all. I have rarely seen such a clear example of the old adage "he could not see the wood for the trees" and it was something that I, indeed, put myself to the father during the course of his evidence or submissions and a mantra that was repeated to me by Mr Howard in his closing submissions.
- 9 The father's approach to negotiating a settlement in this case – and I deal only, of course, with the open negotiations, for those are all that I have seen – has been equally remarkable. Ages ago, the father offered periodical payments to the mother for herself and the child at the rate of £115,000 a year. Whilst this is not the exact figure which I have finally decided is the correct one, it is certainly a figure which was in the right ballpark and was a thoroughly sensible offer. By the time this case started on Monday of this week, his offer was £12,000 per annum, only about 10 per cent of the original offer. On the morning of 6 July, he changed his offer to £60,000 per annum, a 500 per cent increase on Monday's figure. Small wonder, I conclude, that this case has not settled. I pointed out to the father that he would not even negotiate the purchase of a second-hand car with such absurd tactics.
- 10 The father has helpfully provided a summary of what we refer to as "big money cases in Schedule 1 applications". We have been repeatedly told by the higher courts that there is no tariff in these cases. But the reality is that all the lawyers who practise in this field readily

draw up schedules of awards and there is, if not a tariff, certainly a pattern which cannot be ignored. It must have been obvious to the father from reading that schedule, and from all the advice that he has had, that there is a pattern which cannot be ignored and it must have been obvious to him that his opening position to me in this court on Monday was derisory. What, I ask myself, is the point of starting a 5-day hearing with a derisory offer which you know is wrong? Moreover, in spite of the fact that the husband had indicated a willingness to purchase the P Street property at an earlier stage, it did not form any part of his proposals when the case started on Monday. His position this week is that I should not order the purchase of a property at all.

- 1 1** Another example of the father's, I am afraid I have to say it, quite extraordinary behaviour, is that at the PTR on 26 May he omitted to tell us that he had made an offer to purchase the property at P Street for occupation by the mother and the child. That was an offer of £3.5 million and I dare say that with a little bit of haggling with the owners he could have taken that to a purchase. Why he did not tell me or the mother's team at the PTR in May is, again, something that I shall never understand. The pre-trial review is often an opportunity, perhaps one of the last opportunities, to settle the case. All lawyers are here in court, the judge is there, willing and able to help them to drive themselves towards a settlement. The judge can approve an agreement if it is made and make it into a final order. Had I known at the PTR in May, and had the mother and her legal team known on 26 May, that the father was willing and able to purchase this house and had made an offer on it, I have little doubt that it would have provided the bedrock of sensible settlement negotiations. Yes, there were details to be hammered out about the trusts, and I will come onto those in a minute, but if the fundamentals of house and maintenance had been in place the rest of it, I suspect, might well have fallen into place if there had been sensible negotiations between reasonable people. And therein lies the rub, because I am afraid I have to conclude that the father is anything but reasonable.
- 1 2** Instead, the father has insisted on this hearing, with cross-examination of both parties. At times, the mother was showing evident distress about some parts of the evidence for reasons which now, at the end of this case, I completely understand. There have been allegations in this case by the mother that the father had subjected her to coercive control, and in the light of those allegations I was not willing to let the father himself cross-examine the mother. I told the father this at the PTR in May if he was going to be self-represented. As I have said above, he had an excellent legal team on standby and could readily afford to pay them and they could have done the job for him properly and professionally. However, I was not prepared to take the risk of him personally cross-examining the mother and, to be fair, and to his credit, he said that he did not want to do so. Instead, I invited him to prepare a schedule of questions so that I could put them to the mother, albeit that I was not prepared to put all of the questions that he had set out because some of them were irrelevant or inappropriate. In fairness to him, at least 80 per cent of the questions on his schedule were relevant and I went through them. I am satisfied that the process has been entirely fair to both sides and that anything that could reasonably have been put to the mother by the father that is relevant to this case was put.
- 1 3** The father has chosen, in this case, as is his right, to run what lawyers refer to as "the millionaire's defence". A simple analysis of some of the documents in this case by Mr Howard and Mr Tatton-Bennett on behalf of the mother showed that, only this century, in about two decades, the father earned some \$82 million. Whilst the father has not condescended to provide us with any particular details of his wealth (and he has not been required to), he was able to tell us that he had purchased an apartment in E Square for not far short of £7 million as what he called a "*pied-à-terre*", so that, as he puts it, he could

exercise contact with the child. In spite of this, he was willing and able to demean himself and the mother with the derisory offer to which I have referred above.

- 1 4 This is the unfortunate background with which the court and the parties have had to contend this week. It is, I am afraid to say, in my judgment, one of the most shameless pieces of litigation that I have experienced in nearly 6 years as a full-time judge of this division, in some 12 years as a deputy judge before that and I sincerely hope that the child does not grow up to learn how much expensive argument there has been about him during the first 8 years of his life; he would be appalled.
- 1 5 I am also faced here with an application pursuant to s.91(14) of the Children Act and in the light of the matters that I have set out above I am going to accede to that application and will address the reasons for that later.
- 1 6 So, with that somewhat depressing introduction, I turn now to deal with the issues in this case which, as I have said, really are remarkably straightforward, given the amount of money that is involved and the clear way that the mother's case has always been articulated.
- 1 7 The statutory provisions with which I am concerned are found in Schedule 1 of the Children Act 1989. The familiar provisions of Schedule 1 state as follows:

“On an application made by a parent, guardian or special guardian of a child or by any person who is named in a child arrangements order as the person with whom a child is to live, the court may make one or more of the orders mentioned in sub-paragraph 2...

(2) The orders referred to in sub-paragraph (1) are—

(a) an order requiring either or both parents of a child

(i) to make to the applicant for the benefit of the child; or

(ii) to make to the child himself, such periodical payments, for such term, as may be specified in the order;

(b) an order requiring either or both parents of a child—

(i) to secure to the applicant for the benefit of the child; or

(ii) to secure to the child himself, such periodical payments, for such term, as may be so specified;

(c) an order requiring either or both parents of a child—

(i) to pay to the applicant for the benefit of the child;

(ii) to pay to the child himself, such lump sum as may be so specified;

(d) an order requiring a settlement to be made for the benefit of the child, and to the satisfaction of the court, of property—

- (i) to which either parent is entitled (either in possession or in reversion); and
 - (ii) which is specified in the order;
- (e) an order requiring either or both parents of a child—
- (i) to transfer to the applicant, for the benefit of the child; or
 - (ii) to transfer to the child himself such property to which the parent is, or the parents are, entitled (either in possession or in reversion) as may be specified in the order.
- (3) The powers conferred by this paragraph may be exercised at any time...”

Then later we get the checklist or the matters to which I am to have regard when making an order under these sections and I will return to those.

- 1 8** There has, of course, been a very considerable body of case law which has built up in connection with the proper application of the schedule. Clear guidance was given by the Court of Appeal in what is still the seminal case of *Re P (Financial Provision)* [2003] 2 FLR 865. The father, against whom the application was made, was described as “fabulously rich”. The first instance judge said that the father conceded that he could, without financial embarrassment, pay any sum which the court may order. As I have said, the father here has declared himself to be in a broadly similar position. It does not help to ask ourselves what “fabulously rich” means because it means different things to different people. What is clear, and this has never been in issue, is that the father can meet any order that the court might reasonably make. And we know that he can meet an order that the court might make if it was to make one in relation to P Street because it is only a few weeks since he made an offer to purchase that property, as I have indicated above.
- 1 9** One of the key developments of that *Re P* case was when it came to quantification of the periodical payments because it developed the concept of the “carer’s allowance”, a concept, therefore, which has been in place now for about 20 or so years. The Court of Appeal found that a generous approach to calculation of the mother’s allowance was not only permissible, but was also realistic. Thorpe LJ promoted the need for a broad brush assessment to be carried out by family judges with expertise and experience in the specialist field of ancillary relief. The court must strike a balance, he said, between under and over provision for the mother and sought to achieve it in two ways. First, the court noted that whilst the mother should not be burdened with unnecessary financial anxiety or having to resort to parsimony when the other parent was able to live lavishly, there should be no slack to enable her to fund a pension or endowment policy or otherwise put money away for savings. The clear guidance, therefore, is whilst I do not make provision for the mother to save, she must have enough to live on, having regard to all of the circumstances of the case, and one of the guiding features in this case is obviously the wealth of the father and, indeed, as I shall set out in a moment, the standard of living that this couple enjoyed when they were spending time together.
- 2 0** The court in *Re P*, therefore, set out the method by which Schedule 1 cases involving parents on the spectrum of “affluent” to “fabulously rich” should be dealt with and plainly this is a case which falls in that bracket of “affluent” to “fabulously rich” and it is not

necessary for me to start trying to set out at which end of that bracket it is and, indeed, how would one even begin to define that bracket? The fact that there is the “millionaire’s defence” in this case is sufficient. The guidance given in that case is applicable now as it was in 2003 when it was given.

- 2 1 In making the orders that I am going to make today, I am guided by the statutory provisions to which I have referred and by the guidance given by the Court of Appeal in *Re P*. There have been numerous other reported cases since that time and many of these are set out in the schedule to which I have referred. It would be burdensome, inappropriate and unnecessary for me to go through those cases one by one in what is this afternoon an *ex tempore* judgment at the end of a very busy week, but I bear them all very much in mind.
- 2 2 Given the expenditure on costs in general and, in particular, on the amount spent by the father on Stewarts Law during the course of the last six weeks, I am bound to conclude the father has had advice on every possible aspect of this case and the orders that the court is likely to make and, as I said, he made an offer some time ago which was remarkably close to what the mother seeks and to what I am going to be ordering today. As I put to him in the pre-trial review, and he quoted back at me yesterday perfectly properly, this is hardly rocket science.
- 2 3 I turn, therefore, to deal with the background relevant to this application. The application is, of course, about the child. At the pre-trial review in May of this year, aware of the amount of conflict that there had been in this case, I made the suggestion to the parties that if they each had a photograph of the child in front of them when they were conducting this bitter litigation they might find it easier to come to a sensible result. Well, perhaps now I regret my words, because the father interpreted that comment of mine in such a way that when he made his written offers to the mother he attached a photograph of the child with each offer. Whether this was a misunderstanding of what I had said or a deliberate and tendentious attitude by the father, I fail to see how the father could possibly have thought that it was necessary or appropriate to send photographs of the child in this way. Indeed, I am surprised, I have to say, that his solicitors were prepared to engage in that. It is tempting for me to find that the father was being malicious and controlling, but I have come to the conclusion that it was, instead, just an example of his lack of emotional intelligence.
- 2 4 Happily, the child seems to be thriving and the mother describes him as “a happy, thoughtful and gentle 7-year-old boy and he is a blessing to both [the father] and me”. The circumstances of his birth are something I need to say very little about, other than the fact that this was a very hard-fought and hard-won IVF conception. His birth was plainly, from his parents’ perspective, a miracle and a delight.
- 2 5 The father required the mother to sign a document some 7 years before the child was born. The father’s statement, dated 23 May 2022, states that he seeks that the court makes provision for the child in accordance with this 2007 Deed, or as near to it as is viable. This Deed provides the mother has no claim against the father on the child’s behalf, except for €845 a month, increasing in line with inflation. Throughout the history of this case, the father has sought to rely on that document, apart from that brief moment when he made what I have described as a sensible offer that was in the right ballpark. At an interim hearing in March 2021, Deputy District Judge Burles said this of this document, and I quote:

“I have attached very little weight to it, because it seems to me that it is an old agreement, that it cannot fetter the court. At the time it was made, the mother was earning very significant sums of money and is no longer

earning at that level. It was said to be governed by French law. The child was not a party to that agreement, for obvious reasons. For those reasons, I have not attached any significant weight to it today.”

I agree with every word of what the deputy district judge said, other than the fact that I would now, with the benefit of the time that I have had on this case that he did not have, delete the word “significant” from that last sentence.

- 2 6** As is, of course, well known, the Family Courts in England and Wales have increasingly placed reliance on agreements entered into between consenting adults, fully apprised of the circumstances of their agreement, with the benefit of legal advice and appropriate full and frank disclosure of their circumstances, including, in particular, their financial circumstances. In the context of prenuptial agreements, postnuptial agreements, settlement agreements etc, the courts have increasingly found it appropriate to hold the parties to the terms of their agreement. There are, however, no reported cases that anyone has shown to me or that I am aware of, which are about a child being held to an agreement that was made by their parents about them some 7 or 8 years before they were conceived. One only has to state the proposition to realise the absurdity of it. In my judgment, it is plainly wrong to burden the child with the consequences of an agreement which his parents entered into in utterly different circumstances than those that now pertain 7 years before he was born. It is also clear to me that an agreement cannot oust the jurisdiction of the court to make proper financial provision for a child.
- 2 7** There are other aspects relevant to the circumstances of the signing of this agreement which reflect very badly indeed on the father, in my judgment. In essence, and I go no more into it than this, the mother was forced to sign this agreement as a condition of the father providing the necessary samples for the IVF treatment. I say no more about this issue, which is plainly one which understandably causes immense distress and pain to the mother.
- 2 8** The parties met in 2004. They had a long relationship. The mother converted to Judaism and was willing to practise this faith whilst with the father, I dare say out of respect and love for him. There has been an argument, to which I do not need to refer to for the purposes of this Judgment, about the extent to which the child should be held to observe the scriptures within the orthodox Jewish faith. That debate forms no part of this Judgment, for obvious reasons.
- 2 9** There is no doubt that the parties enjoyed what can only be described as a remarkably lavish lifestyle. It is, I think, invidious for judges to set out a list of the examples of lavish living, particularly at a time when the world is plunged into such uncertainty and chaos as pertains at the moment. Suffice to say that the examples given of the opulent lifestyle are all of the kind that are regularly trotted out by lawyers in these types of cases. The father became resident in Malta and then Monaco shortly after the child was born in order to save UK taxes. Avoidance of tax has been a significant feature of the husband’s approach to his finances and, indeed, was central to his argument about the type of trust deed that the court should utilise for the purposes of providing a home for the child.
- 3 0** As I have said, the husband has since altogether withdrawn his offer of providing a home for the child. I made it clear to the parties during the course of submissions that I was perfectly willing to give my blessing to a type of trust that was tax efficient, provided it was legitimate. It is no business of the High Court to be going out of its way to assist any litigant to avoid tax. If taxes, such as Capital Gains Tax or, in due course, Inheritance Tax, have to be paid, then so be it. These are the facts of life in this country, which apply to most

people. I am certainly not going to take any time to put the father in some special tax position. If he was able to agree the terms of a trust that would have achieved that for him, that is entirely up to him. He could have entered into a sensible agreement with the mother and I dare say that she and her legal team, as part of the overall negotiations, would have cooperated with a legitimate tax planning structure, provided it did not impact on the needs of the child and his mother. Instead, the father has come here with the foolish offers to which I have referred and invites me, as I shall do, to impose an order on the parties. Even as recently as yesterday I encouraged the father to consider sitting around the table with one or two members of the mother's legal team to see whether they could have hammered out a sensible deal. I could not have given the father much more of a steer than I did when I told him that his earlier offers in this case were, as I put it, in the right ballpark, whereas the offer which he was now making was absurd and derisory.

- 3 1** In May 2017, contrary to an earlier agreement that they would return to England, the father told the mother that he intended to move to Singapore. The parties therefore moved to Singapore and in 21 December 2017 they underwent a religious ceremony of marriage at a synagogue in Geneva. The marriage was never legally formalised in accordance with the father's wishes. I am constrained to reach the conclusion that it was the father's desire to avoid the heavy financial consequences that might have accompanied any divorce or if the relationship were to fail. The period of cohabitation in Singapore was, frankly, a disaster. I do not need to go into the reasons for this, they are irrelevant.
- 3 2** In October 2018, the mother moved with the child back to London. From the date of separation in October 2018 until November 2020, the father refused to pay anything at all in maintenance to the mother for the benefit of the child. This was, in my judgment, disgraceful conduct on behalf of the father and adds support to the mother's contention that she was subjected to coercive and controlling behaviour by him. He held the purse strings, he was not prepared to open his purse or his wallet even for his son. It was not until the mother made the present Schedule 1 application on 17 November 2020, that Stewarts Law, then acting for him, sent the mother's solicitors a request for bank details so that the father could commence paying £920 per month in maintenance. Although I have not done the exact calculation, I am pretty sure that that £920 a month in maintenance was the inflated figure provided by the 2007 agreement, to which I have already referred, for it did, as I set out, include that it should be inflated by the relevant rate of inflation. There are, of course, many cases where £920 a month would be a suitable or even generous level of maintenance, but this is not an average case. It is not, in any sense, an average earnings case. The father has indulged in the millionaire's defence.
- 3 3** On 5 March 2021, Deputy District Judge Burles ordered the father to pay the mother £130,000 per annum, together with the arrears of a little under £50,000. Somewhat remarkably, the father's solicitors, Stewarts Law, referred to this order as "plainly wrong" and they said it was "flawed and unfair", although no appeals followed. Quite how it could be said to be flawed, unfair and wrong when considered in the context of the table which the father himself has produced, albeit with the help of his solicitors, I simply cannot understand.
- 3 4** I make it clear in this Judgment now that in my view the deputy district judge made an order which was unimpeachable. Had the father thought that he had any prospects of appeal, no doubt he would have done so, especially since, as I shall set out below, he has a very substantial track record of utilising all appeals processes.

- 3 5** When the mother returned to England with the child, the father sought his summary return to Singapore. This matter came before me on 21 December 2018 and having heard high level argument from very experienced legal counsel on each side I determined that the child was habitually resident in Singapore at the date when his mother brought him to England and that therefore the Singaporean courts were the appropriate forum to make decisions in relation to the child's future. In the course of that judgment, which I have this week had the opportunity of re-reading, I made some observations in respect of the coercive and controlling relationship that possibly underlay this case. Little could I have known then how apposite those remarks were, but then I did not have the benefit of hearing the evidence of the parties or spending five days in court with them, as I have this week and, of course, reading the very substantial statements that have been filed. As any lawyer familiar with Hague proceedings will know, what governs the decision of the court is not the usual welfare principle, which dominates every aspect of the Children Act. Instead, judges have to make decisions on a summary basis about issues such as habitual residence.
- 3 6** I said at the time and confirm now that I was constrained by, and mandated by, the Hague legislation to order the child's return to Singapore. The only way that a system of law related to child abduction can work properly is if a summary procedure pertains and it is very different from the welfare test that we usually apply in children cases. The difficulty is that, from time to time, judges find themselves making return orders which they, frankly, do not wish to make and would not make if they were to apply the welfare principle. It troubled me greatly in December 2018 when I made the order that I did but my job was, of course, to apply the law, and I found that the child was at the relevant time habitually resident in Singapore, that the mother had wrongfully retained him in England and that I was mandated to make a return order. I did not find that any of the statutory defences to return applied.
- 3 7** Singapore litigation followed in spades. The mother made an application, as I had predicted in the Hague proceedings, for permanent leave to remove the child to the jurisdiction of England and Wales. The father responded by making an application for sole care and control, as it is called there, and used to be called here, of the child. On 3 October 2019, the Singapore court found that shared care would not work in the interests of the child and granted the mother care and control and gave her permission to relocate with the child to the UK. Among the arguments put forward by the father, with an astonishing sense of insensitive and selfish aggression, were that his genetic links to the child made him a more intuitive and natural parent. The Singapore court dismissed that assertion of his as completely meritless; I would only add to it, it is shameful.
- 3 8** In the Singapore proceedings, the father filed 19 applications, 30 affidavits and 6 appeals. I accept as completely true the mother's evidence that the father said to her that he had set out to destroy her. I am told that the father's "skeleton argument" and papers filed for the first instance decision in Singapore ran to 9,110 pages. The father pursued every possible appeal route and then, having lost at every stage, applied in Singapore to prevent the child from being returned to England, because to do so would send him, and I quote, "to a warzone", this being a reference to the state of the pandemic in England at that time, although mercifully the number of incidents of serious child health issues and death from COVID-19 was low in England and Wales at that time. Needless to say, the Singapore court was having none of it. Among the outrageous allegations made by the father in Singapore was that the mother was not fit to ensure the child's safety and he accused her of an ability to simulate symptoms and prepare contrived psychological evidence. This was, in my judgment, a grotesque allegation.

- 3 9** It is the mother's case that she suffers from PTSD as a direct result of the treatment meted out to her by the father. The father made unfounded allegations that the mother was mentally ill, including a reference to her "dangerous and yet to be identified psychiatric and/or psychological issues". District Judge Loh in Singapore found that the assertion was contrived for the purposes of litigation. She also found that the father was objecting for the sake of objecting as to various proposals put forward by the mother for contact. The father's legal fees in Singapore were about £1.5 million. As I said, he has lost at every stage in Singapore. It is noteworthy that the findings of the district judge or the judge in Singapore and the findings of this court are so aligned.
- 4 0** In July 2020, the mother returned to London with the child after what her counsel described as, and I accept was, a year of hellish litigation. At the same time as asserting that he was unable to travel to London to see the child, the father had secretly, in fact, spent some £6.25 million on a 56-year lease on a property in E Square. He did not disclose that in the Singapore proceedings either. I wonder what difference that might have made if he had? I suppose, at the end of the day, he lost them anyway, but it would certainly have been a relevant feature for the judge there. The father is too intelligent a man to have imagined that this was not material evidence, either in Singapore or here. I regard it as a deliberate lie by omission.. I dare say that the mother was completely astonished to find the father was living barely half a mile from where she was living and I find that this is part of the father's campaign of coercive behaviour towards the mother.
- 4 1** On 5 October 2020, the father made an application in London for what he described as an urgent application for a Child Arrangements Order. Quite what was urgent about it is beyond me. Delay, as I have often been heard to say in these courts, is the enemy of all child-focused litigation and this case certainly did not fall into the urgent category. That application was eventually heard in February 2022, when it was ordered that the child live with his mother and have contact with his father during term time on alternate weekdays, plus some time on Wednesday evenings, with holidays being more or less shared equally. As I have said, during the course of the hearing before me this week, the father even descended into telling the court about the details of an argument over homework on a Wednesday evening and the timing of the contact consequent upon this issue. This led me, perhaps unusually, particularly in the context of Schedule 1 proceedings, to suggesting to the father that he really should consider embarking on a Parenting After Parting course, or some other form of family therapy in order to try and educate him as to the impact of his actions on the child. I am prepared to say this about the father, that if he knew what impact his behaviour has had or could have or is likely to have upon his child he might amend his behaviour. As I pointed out to parties during the hearing, if the child grows up knowing only that his parents spent their entire time litigating about him, he may simply walk away from both of them when he is old enough to do so.
- 4 2** Having heard the case now in full, the litigation, I find, is almost entirely a consequence of the father's relentless, unsympathetic and oppressive conduct. Armed, as he is, with the luxury of immense wealth, whilst not any longer having to go out to work, he has endless time and resources to pursue litigation, which he has done with a vigour which I have rarely, if ever, seen in the context of Family Law. One only has to look at the figure of about £5.5 million on costs, a sum far greater than the amount that the mother is seeking in these proceedings. Judge Harris dismissed almost all of the father's allegations against the mother, including the serious allegation that the mother had been responsible for alienating the father from the child. I venture to observe that if the father is, or becomes, alienated from the child, it is, or will be, almost entirely a consequence of his own conduct. In my judgment, the father is extremely lucky that the mother still promotes contact between the child and

him as she does, because many mothers who have suffered as much as she has, at his hands, might well have done all in their power to prevent the child from seeing their father. She has not done that. She has shown constraint and sensitivity in realising that her son still needs to see his father and to love his father and to be loved by his father in spite of all that has taken place and I commend her for the way in which she has done this in the face of relentless firepower from the husband.

- 4 3 The mother has a property which Knight Frank have valued at £2.125 million. Although in a prime Central London location, the reality is that the property is far too small to be a suitable home for her and the child. The father himself previously described the property as inadequate and noisy, and somewhere that he does not like to stay. I have seen photographs of the property. It is on the top floor of an apartment block, I dare say a very elegant apartment block, in what, as I have said, is in one of the finest parts of London. It has only two bedrooms and does not afford the opportunity for the mother to have members of her family to stay unless one of them sleeps on a sofa bed in the only reception room in the flat. I accept the truth of the mother's evidence that the father described the property as "too small" and "too noisy". In the context of the father's unlimited financial resources for the purposes of this claim, and his own elegant property in E Square, I am completely satisfied that the father should provide an alternative property for the mother and the child to live in.
- 4 4 The father asserts, and I accept, that it is possible for the mother to sell this property and live in a larger property in a less desirable location. I accept that it would be possible for the mother to buy a larger property with a garden in other parts of London, not only by seeing property particulars in this case, in places such as Battersea and Fulham, but having lived in London now for about 40 years I am familiar enough with the London property market and can take judicial notice of the fact that some £2m will provide a good family property in many parts of suburban London. In the overwhelming majority of cases, it may very well be a suitable approach to say to a mother with a £2 million property, "Sell it, go and live in a bigger place," this case is different. First of all, throughout their long relationship, the parties lived together in the very best part of whichever city they were in. When in Singapore, the parties occupied a large apartment in what the father agreed was one of the most desirable locations in Singapore. It was in a block with a fine swimming pool, a gym and every facility which one could wish for. In Singapore, as the father confirmed to me in evidence, people live in apartments on the whole. In London the parties have always resided, as I have set out above, in the finest parts of London. The father, as I have said, thought it reasonable to spend almost £7 million, when one adds on the Stamp Duty costs, on a *pied-à-terre* for him to live in while exercising contact with the child.
- 4 5 In my judgment, the father's approach in this court this week in relation to property has been blinkered and, I am afraid, downright mean. As I have said above, it is notable and, indeed, very significant to my decision, that the father made an offer on the very property in P Street that the mother wants to live in with the child. Indeed, that property was actually found by the father for the mother and the child. He made an offer on the property in May, but he did not tell us for some time after that and I find it almost beyond belief that the father can stand up in the witness box, having taken an affirmation, saying that he should not have to purchase a property for the mother and the child and that what she already has is enough or can be sold to generate something else. I cannot understand the father's duplicity at all and I am not going to attempt to try and do so.
- 4 6 The parties agreed – and this was plainly sensible – some time ago that they did not want to co-own a property. I would go further and say that they cannot and must not co-own property. This, if nothing else, was a sensible concession made by the father. The prospect

of the mother and father co-owning anything is wrong in the context of the history which I have set out above.

- 4 7** Accordingly, it is my very clear and firm view that the father should purchase a property for the child and his mother to live in during the child's minority. I extend the definition of "his minority" to being one year after he ceases full-time tertiary education or, if he does not enter into tertiary education, his 21st birthday. In reality it is, in my judgment, highly likely that the child will attend some form of tertiary education or training. The mother should not have to sell her property but, of course, I take into account the income that she will receive from letting it. The P Street property should, if still available, be purchased at a price of up to £4 million. It is likely that it will be able to be secured for at least £200,000 less than that. The father will also provide funds for the Stamp Duty Land Tax and conveyancing costs consequent upon its purchase.
- 4 8** I considered very carefully the way the property is purchased. I considered whether the mother should be a tenant in the property. A tenancy is much more simple than a trust arrangement. It would be easy for me to set out the determining factors of this tenancy. It could be simply a rent of, say, £10 a year, and then I could set out what the determining features would be. In this case, I am afraid I find it unthinkable that the mother should be a tenant, with the father being her landlord. In my judgment, no amount of buffers, managing agents or other people in between could cure that difficulty. The father will always feel a sense of power, being the landlord, to the mother as his tenant, and I reject as completely impossible in this case the prospect of a tenancy.
- 4 9** I have carefully considered with the parties whether I should not just order that the property be purchased in the mother's name, with her being the legal owner, the father being a beneficial owner or maybe having a 100 per cent charge over the property. It seems to me that there is no reason why in these Schedule 1 cases a judge should not make an order such as that, with various circumstances being set out when the charge could be executed, but circumstances being normally those ones, or probably exactly those ones that would determine a trust if that were to be the vehicle used. Neither the father nor the mother invite me to go down that route.
- 5 0** Mr Howard, on behalf of the mother, says that it raises certain difficulties, for example, in the event there might be a bankruptcy and he urges the trust route on me. I do not regard a bankruptcy by either party sufficiently likely to be troubling me but in the end I have decided that the trust route is the correct one here. First of all, it would be slightly odd for me to choose a route which neither parents wants and, secondly, dealing with the case in that way, novel as it would be, would potentially raise the prospect of the father appealing, and I do not want to do anything which will bolster that possibility. So whilst I would not hesitate in an appropriate case of adopting that model route if I thought it was the right thing to do, it seems to me, on balance, that I should impose it on the parties here and it is not the right thing to do here.
- 5 1** The more well-trodden route in these cases is, of course, that of a trust. My only reluctance in relation to a trust is that there has already been a great deal of debate about its terms. Hughes Fowler Carruthers, the mother's solicitors, instructed Withers Worldwide to draft a trust deed. These firms are, highly regarded, with the competence and expertise to draft such a document, yet the husband objected, claiming there was a conflict. Withers themselves considered the issue of conflict with their own Compliance Department and determined that there was no conflict. They said that the objections were not well-founded. However, the husband went to an equally well-known and highly regarded firm, Charles

Russell Speechlys (“CRS”), to draft his version of the trust deed. The problem with the CRS version is that the overwhelming intention of the document is not about providing a home for the child and his mother as his carer, but concentrates on saving tax and providing for succession. It makes the father’s other children, from a different relationship, beneficiaries of the trust. This court, with respect, is not interested in the father’s other beneficiaries or other children, and nor is this court interested, as I have set out above, in saving the father tax. I have already said above and I have told the parties that I am willing to go along with any reasonable, legitimate and legal tax saving provisions that they want to insert into a trust document, but they have not been agreed and so that is the end of that. This is not in any way a criticism of CRS, their brief was evidently not to draft a Schedule 1 trust, but a trust aimed at mitigating tax.

- 5 2** In my judgment, what should now happen is that Withers should be instructed to finalise the trust deed and to take steps immediately to secure the purchase of the P Street property. Whilst Withers will, of course, communicate with the parties and take into account the representations that they have already made, and there is no need for them to hear any more, they are not obliged to incorporate any of them into the trust deed if, in their judgment, it is not necessary or appropriate to do so. This really is not a particularly complicated trust. Trusts in Schedule 1 cases have been established now for very many years, and Withers should now get on with it and I am afraid that neither the mother nor the father has any power to insist on a particular provision to go into that trust deed. At one point the mother had said that she wanted to be a trustee. In discussion in court, she sensibly withdrew that request. I am certain that it would be wrong for either the mother or the father to be trustees and this is a case where professional trustees should be appointed and will have to be remunerated for their work via the father. If permitted, the father will argue with every passage that any trust lawyer would insert into a trust deed. I need to do all that I can to minimise the contact that it is necessary for the mother and the father to have with each other. I want to remove any possible opportunity for the father to meddle with the details that I am now trying to secure.
- 5 3** There is, of course, a serious possibility that the trust will not be completed or the trustees will not have been appointed before the property can be purchased. I have today received the names of two trustees from HFC who have agreed to be appointed and I agree that they should be appointed as the professional trustees of this trust. It is not necessary for me to set out their details in this Judgment for they have been communicated to me and to the father.
- 5 4** I am going to run now through the draft order and the orders that are sought and set out my findings in relation to these, the orders I am going to make and the reasons for them.
- 5 5** Section 1 of Schedule 1 of the Children Act sets out the matters to which the court is to have regard when making orders for financial relief. I am not going to set out the well-known paragraphs or sub-paragraphs of that Act, but I wish to record that I have gone through all of those in arriving at the decision that I have.
- 5 6** Dealing with the property, the housing lump sum sought is up to £4 million, plus the Stamp Duty, Land Tax and conveyancing costs and I shall make that order. P Street is to be purchased at the best price that can be secured at a price of up to £4 million plus, then, the SDLT and conveyancing costs. The property is, as I have said, to be held by a trust, but in the event that the trust cannot be set up in the time and the trustees appointed in time, then the respondent will pay to the mother that lump sum by 4.00 p.m. on a day which is 7 days after the date of the written request from the trustees for funds in anticipation of any exchange of contract. It is essential, in my judgment, that this property is secured if it can

be because the mother has been in a state of limbo now for some time and it is important this property is secured for her, otherwise she has to start the whole process again. If the property has to be purchased in the mother's name because of the speed with which it is all taking place, then the mother must undertake to take every possible step to secure the transfer of the property from name to the name of the trustees and it will be clear that any purchase will be on trust in the circumstances that I have set out and the mother will not be the beneficial owner. She completely understands that, and her legal team have made it very clear to me and to her that that mechanism is only to be there in the event that speed requires it.

- 5 7** I am going to order a lump sum of £200,000 for initial building work, so I am just going to call it building and refurbishment works that may need to be done to the property. There is no particular surprise about this for at a time when he was being more reasonable than he has been this week and was agreeable to the purchase of P Street he agreed himself that changes needed to be made to the property. Because I am saying a lump sum of £200,000 does not mean that all of that does need to be spent and any money that is left over from that will be money that will be retained by the trustees, together with other monies that are to be retained by the trustees in circumstances which I am going to set out.
- 5 8** The father will pay to the mother (and this is not in trust, it is an outright lump sum) £100,000 to equip the property suitably. She provided a schedule of items at p.395 of the bundle. Of course, just to make it absolutely clear, she is not obliged to buy exactly those items that she put on her schedule, they were illustrative items and they are not necessarily the exact models or even roughly the things that she was going to buy. I make it clear to everybody so there is no argument about this. She can spend that money as she wishes in her absolute discretion on sensible equipment and furniture and equipment for the property.
- 5 9** The order which Mr Howard and Mr Tatton-Bennett have drafted provides for £50,000 being paid every five years after from now, so the first payment being made in 2027 and then 2032. I am not going to deal with it that way, because that means that at some point the father is going to have to remember to pay the money, the mother or someone on her behalf is going to have to remember to ask him to pay it and it invites problems. I do not want there to be any suggestion of, "You have not done this," "You have not done that," or any argument about it at all. That money, the £100,000, will be paid now, let us say within 21 days or whichever period the parties might agree, to be paid to the trustees and it will be held by the trustees in a trustees' bank account and it can be released by the trustees to the mother on the relevant dates. I canvassed with the parties just before I gave this Judgment whether there should be a discount applied for early receipt. Mr Howard made the very fair point that they have not allowed for inflation in their assessment and with inflation, we are told, likely to be some 11 per cent or more later this year and with the bank investment rate being probably something about 0.1 or 0.2 per cent, then inflation is immeasurably higher than the return that will be made on that money. I have no difficulty in ordering the father to pay money now which originally Mr Howard asked to be paid later because, sheltered, as he is, by the millionaire's defence, it does not lie in the father's mouth to say that he cannot afford it.
- 6 0** For the avoidance of any doubt at all, the mother will retain her flat in London and she will be able to rent it or do whatever else she wants with it and that rent is a notional rent that she is going to get is something that I have taken into account when I come to deal with the subject of periodical payments.

- 6 1** I turn next to deal with a car. I find it beyond depressing that the parties have had to argue over this. If I had been told that the mother wanted a Range Rover Evoque Sport to drive across the busy Chelsea roads then I might have had a debate with her about it, but she wants, sensibly, a modest electric car and it is entirely reasonable that she should have such a car. It may even have Congestion Charge advantages, who knows, but she is going to have a lump sum for that of £60,000. The draft order then says £36,000 within 7 days of this order, £12,000 in 2027 and then £12,000 in 2032. Just as I did with the refurbishment fund, I am going to order the payment of all of that money now, or again within about, say, 21 days, to be paid to the trustees for them to hold in the trustees' bank account in the same way as with the refurbishment cost and they can then pay that money out to the mother on the due dates. They can simply be told about those dates and they can diarise it and they can pay her when the time comes. I do not want the prospect of, in 2027 or 2032, the father contending that the mother bought the wrong car or some other point that he might decide to take that will simply mean that she has to go back to her solicitors and start arguing and paying lawyers all over again.
- 6 2** The next item claimed is £110,000, being costs that the district judge did not order the father to pay. I have thought very carefully about this and on balance I have concluded that I cannot accede to that application. The deputy district judge made a costs order and whilst I now know much more about this case because I have had it for longer than he did, and whilst I could deal with it under a different heading, not as costs but as lump sum, I have decided, on balance, that it would not be right to do what might be seen as going behind that costs order that he made and also elided to that, in my view, is the desire to do nothing in this Judgment, which is remarkable, because anything that I do which might be regarded as remotely remarkable might end up being subject to an appeal and would delay and would cost.
- 6 3** The next item that is sought on behalf of the mother is the lump sum in para 15 of this order, which is the amount equal to the short fall in the sums the respondent has paid pursuant to para 3 of the order dated November 2021 and the applicant's total costs of the Schedule 1 and s.8 proceedings up to the conclusion of the Schedule 1 proceedings and that is about £92,000. I am absolutely sure that it is right that I should order the payment of that sum. The litigation has been fuelled by the father's unreasonable and remarkable conduct. I regard most of his litigation to have been completely unnecessary.
- 6 4** I turn, therefore, to deal with the quantum of periodical payments. The amount sought on behalf of the mother is £130,000 and, as I said, the amount offered by the father has gone from £115,000 to £12,000 to £60,000. I have already said that I find that the father's figure of £115,000 was a perfectly reasonable figure. The mother has, as I have said, a property in London which Knight Frank have valued at £2.125 million. There has been an assessment of the rent which she is likely to receive on that and the recent Knight Frank report suggests a gross rent of £1,000 a week and I take that into account, taking into account also, of course, the fact that there will be tax payable on it either at 40 or 45 per cent by the mother, because she will, of course, already have used up her low rate tax band. So I take that into account when making the adjustments that I do.
- 6 5** The mother has a share in three Hungarian properties, but they are not relevant to this case. She had some cash but owes her sister money and the resources that she has there are irrelevant for the purposes of this assessment. She has some jewellery but, in the context of this case, I am not going to take that into account as having any monetary value, it being something that is a personal possession of hers.

- 6 6 As I have said, the figure contended for on behalf of the mother is £130,000. There has been a lot of debate in this case about what has been called a stepdown and at one point the mother was agreeable to a stepdown with a complicated formula. I do not really need to go now into what that the formula would be but, in the majority, if not the overwhelming majority, of these cases I would regard it as reasonable to say that if a party alters their income, particularly in this case, if it goes up, that there should be a reduction of the amount that the father pays. That, as a principle, is obviously sensible. The mother is 53 years old. She has obviously been very successful and able in her own professional career. She is drained by these proceedings and she will need some time, I suspect, to regroup. She will need time to move with the child. That is part of my reasoning but the most significant part of my reasoning for not having any stepdown formula is this. The father is, as I have said, litigious; extremely litigious. If I devise and order a formula for stepdown, I suspect that it would result in debate and then, in due course, more litigation. I do not want these parties to have any reason to litigate further and I will do all in my power to stop it. The father may have to pay the mother for the child more than he would otherwise have had to pay her because if the mother goes out and earns a lot of money then he will not secure an automatic stepdown. Well, that is his fault. I am not going to order a formula because I suspect that the amount that the parties would spend on litigating it would be more than the amount that they are arguing over, as is exactly the case here.
- 6 7 For the avoidance of any doubt, of course, that does not prevent the father from making an application to vary the maintenance if he hears, for example, that the mother is earning a couple of million pounds a year. Obviously, then, he has every right, of course, to seek that and in the first place, I dare say, he could write to her about it and there would be an exchange, but I am going to make an order pursuant to s.91.14, and I think it is sensible to apply this to both parties, although, in fact, there is no reason, in reality, to make it against the mother, but I think just so that it has a balance I am going to make an order that neither party can apply to the court in relation to anything to do with Schedule 1 or finance for the child without the permission of the court. If they have got a good reason to do it they will almost certainly get permission. I do not want the father to think I am stopping him from coming to court, but I do need to impose a litigation-free period in this former couple's lives but, most particularly, the child's life. He needs to live a life where his parents are not spending most of their time and money fighting each other in court and, as I have already said, when I say "fighting each other", what I really mean is the father fighting the mother and the mother being forced to defend. So, I have regard very much to the test set out in the statute and the cases as to in what circumstances I should properly make an order pursuant to 91(14) and I do so, and I do so for the period of 5 years.
- 6 8 In relation to the trust that I have referred to, I have seen the Withers draft trust deed. I am not going to get engaged in the business of drafting or amending that but it seems to me to be pretty much what is needed. In the event that any help is needed in concluding the trust deed then, of course, I can be contacted for the approval of that document and I am going to order that once the document has been concluded and signed by the trustees, I am not going to require it to be signed by the parties. Once it has been signed by the trustees I want the finalised version of that document to be sent to the court and it will be put on the court file, together with a copy of my order so that anybody later looking at this case if, for example, I am not here, will be able to know exactly what that trust deed contained and it is on the file. It absolutely does not need the approval of either the mother or the father. Of course, HFC, the mother's solicitors, are going to want to look at it and, of course, the father can take it to Stewarts Law to look at it if he wants to, but I am not in any sense suggesting that he has to. However, I make it absolutely clear that whilst the trustees may listen to representations that are made, they are not obliged to do anything other than listen and they are not obliged to

engage in detailed correspondence about it, nor to give reasons why they are not going to go along with or adopt the suggestions that are made to them. It will be sufficient for the trustees simply to write, I suspect it will be for Withers simply to write, and say, "We have taken into account everything you said and here is our final version of the trust deed." Nothing further will be required in the exceptional circumstances of this case.

- 6 9** The parties are agreed that there will be an annual variation in the periodical payments order. That will be linked to the CPI. There will be a school fees order that the father will pay the school fees at the school where the child shall attend from time to time and the parties have also reached agreement in relation to the provision of tertiary education costs which are set out in the draft order provided by counsel on behalf of the mother.
- 7 0** The draft order also contains a number of important undertakings. I am not going to set them all out in this order because they are set out in the draft order and I inquired from the father before I started giving this Judgment, first of all, whether he understood what giving an undertaking meant. He said yes, but nevertheless I explained to him that it is a solemn promise to the court and has the equivalent power of an order of the court, but if the court were to find that he had deliberately broken an undertaking or deliberately failed to do something he had undertaken to do, the court has the power to fine him or to send him to prison, or both, and he fully understands that. I made it clear to him that it would be a wholly exceptional case where the judge would send somebody to prison for not doing certain things that he promised to do but that the power is there. The most important thing is, of course, that the power is there, because the court wants undertakings complied with. Having given an undertaking, I am prepared to accept that the father intends to comply with it. They are set out comprehensively in the draft order which everybody has and I am not going to recite them in this Judgment this afternoon.
- 7 1** Equally, I am requiring the mother to give certain undertakings. She has an extremely experienced legal team surrounding her and they have, I know, told her exactly what giving an undertaking means and I am going to require that both the mother and the father sign the undertakings on the court order, having heard from me in the clearest terms what those obligations are and I am going to add this, that I want Mr Howard and/or his team to remind the mother after we finish today at some point before she signs the undertaking exactly what it is she is undertaking to do and, of course, I must bear in mind that there is an undertaking which had not necessarily been expected before, which is that she will undertake to ensure that she does everything she can to transfer the legal title from herself to the trustees if it has to be done that way. It may not, but if she does have to she knows that she has to deal with that and I have no doubt that she understands that, and will do that. There are various other bits and pieces of agreements in relation to a computer and iPad which I do not think I need to set out because they are clearly set out in what the parties already referred to.
- 7 2** The figure for periodical payments is going to be £125,000 a year. The reason that I am slightly below the figure that the mother seeks is because I am not ordering there to be stepdown and I think it is just a little bit of account taken for that. The reality is that, as Thorpe LJ said in *Re P*, and I have said here, it applies as much today as it did then, it is not appropriate, in my judgment, for the judge to go painstakingly through the carefully prepared budget. First of all, different people spend their money in different ways and it is no more important to me whether somebody spends the money on theatre or cars or golf or cinema or whatever else they may like to do. It is invidious, I think, demeaning for the judge to go through expenditure at that level. I am perfectly capable of taking judicial notice of the fact that on £120,000 a year this mother and this son will be alright. Of course, she has got income of her own, not only from the rental income but from her own income

and I am satisfied that this is a suitable figure.

- 7 3 I am going to order an additional sum of £150,000 to be paid into the trust to abide by the incidence of the trustees' costs, buildings insurance and items such as that which may be incurred over the years. I think it is a far better idea to have a lump sum there in the trust than to have to write to the father from time to time asking him to pay fees. If and when that sum runs out, then the trustees will have to ask him for more but for the avoidance of doubt, he needs to pay the trustees' reasonable costs plus VAT, if applicable, and he has to pay for what the trustees have to pay for the buildings insurance and what I might in another context refer to as landlord's repairs. As and when that runs out, the trustees ask him to pay more money in but it seems to me that £150,000 is a very decent lump sum to have on account.
- 7 4 The one thing that is still outstanding, of course, which will be partly incorporated in the £110,000, there is an order of Mr Burles which is for the father to pay the costs that Mr Burles ordered which, of course, would be largely the £110,000 I would very much hope that the father will realise that he has got to pay them. If you have got to enforce then he is going to be subjected to more costs.
- 7 5 The final thing I want to say is this. The child is not yet eight and he has, I believe, a very bright future ahead of him. He will have a much brighter future ahead of him if the litigation between his parents can now end. It has been a very painful period, I daresay for both of you, and although I have been critical of the father for his litigious and aggressive approach I just want somehow there to be some sort of rapprochement where there can be a drawing of a line under what has happened because the best way the child is going to have a secure future is with two loving parents. It is going to be so much easier for him if the two of you can be respectful to each other in his presence. This has been an awful case, but it has got to end. If it does not, there is just going to be misery all round and I really do plead with you both now to see whether we cannot just put a line under all of this.
-

CERTIFICATE

Opus 2 International Limited hereby certifies that the above is an accurate and complete record of the Judgment or part thereof.

*Transcribed by **Opus 2 International Limited**
Official Court Reporters and Audio Transcribers
5 New Street Square, London, EC4A 3BF
Tel: 020 7831 5627 Fax: 020 7831 7737
civil@opus2.digital*

This transcript has been approved by the Judge