



# Divorce application (petition)

John Smith is applying to the court for a decree of divorce from Jane Jamed, to order Ben Stark to pay some or all of the divorce costs, and for financial orders.

**Issued**

05 February 2018

**Reference number**

LV17D80100

**Applicant**

John Smith

**Respondent**

Jane Jamed

**Co-respondent**

Ben Stark

## About the marriage

**Who the marriage is between**

John Doe and Jenny Benny (as shown on the marriage certificate)

**Where the marriage took place**

In a church

**Date of marriage**

02 February 2001

## Why the court can deal with the case (jurisdiction)

- The applicant and respondent were last habitually resident in England and Wales and one of them still resides there.
- The respondent is habitually resident in England and Wales.

- The applicant is habitually resident in England and Wales and has resided there for at least a year immediately prior to the presentation of the application.
- The applicant is domiciled and habitually resident in England and Wales and has resided there for at least six months immediately prior to the application.
- The applicant and respondent are both domiciled in England and Wales.
- The courts of England and Wales have residual jurisdiction, meaning either: no other court in any EU Member State has jurisdiction and either the Petitioner or the Respondent is domiciled in England and Wales; or (for same sex couples only) the Petitioner or the Respondent married each other in England and Wales, no other court in any EU Member State has jurisdiction, and it would be in the interests of justice for the court to assume jurisdiction in this case.

### **Other court cases that could affect jurisdiction**

The applicant has given the following court cases which are related to the marriage, property or children.

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## **Reason for the divorce (and supporting information)**

The marriage has broken down irretrievably, based on the fact that the respondent committed adultery with the co-respondent, and the applicant finds it intolerable (unbearable) to live with the respondent.

This is supported by the following statement from the applicant.

"Adultery Details"

### **Where the adultery took place**

"On the street"

### **When the adultery took place**

"Last Friday"

## **Additional applications**

### **Costs orders**

The applicant is also applying to the court to claim the costs of the divorce from the co-respondent.

### **Financial orders**

The applicant is also applying to the court for financial orders for the children of the applicant and the respondent.

## **Applicant's correspondence address**

82 Landor Road  
London  
SW9 9PE

## **Respondent's correspondence address**

82 Landor Road  
London  
SW9 9PE

## **Co-respondent's correspondence address**

Headquarters 1120 N Street Sacramento 916-654-5266  
P.O. Box 942873 Sacramento, CA 94273-0001

## **Statement of truth**

"I believe that the facts stated in this application are true."

*John Smith*