



[2025] EWFC 194 (B)

IN THE FAMILY COURT AT HUDDERSFIELD

Date: 2 July 2025

Before:
DISTRICT JUDGE AKERS

BETWEEN:

JB

Applicant

-v-

RB

Respondent

Miss Tai, Counsel (instructed by Hunters Law LLP) – for the Applicant
Mr Ellis, Counsel (instructed by Wilkinson Woodward) – for the Respondent

Hearing date: 21 June 2025

APPROVED JUDGMENT

This judgment has been anonymised for the purpose of publication on the National Archives.

This judgment will be handed down by the Judge at a date and time to be confirmed by way of circulation of the approved judgment to the parties and by the uploading of the same to the National Archive.

IMPORTANT NOTICE

This matter was heard in private. The judge gives permission for this version of the judgment to be published. In no report of, or commentary on, the proceedings or this judgment may the parties or their children or their addresses be identified. All persons, including representatives of the media and legal bloggers must ensure that the terms of this rubric, are strictly observed. Failure to do so may be a contempt of court.

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District Judge Akers:

Introduction

1. This judgment concerns the financial remedies proceedings between JB (referred to hereafter as “the Wife”) and RB (referred to as “the Husband”). It is being submitted to the National Archives in accordance with the President’s *Publication of Judgments Practice Guidance* issued on 19 June 2024.
2. The court was presented with three electronic bundles entitled “core bundle”, “supplemental bundle” and “further supplemental bundle”. The total page count across all three is some 946 pages.
3. I heard this matter as a final hearing over the course of a single day on 21 June 2025. Both parties appeared before me, each represented by counsel: Miss Tai for the Wife and Mr Ellis for the Husband. The hearing commenced an hour later than scheduled due to ongoing discussions between the parties, which resulted in the evidence concluding at 4pm. Consequently, I directed both counsel to provide their closing submissions in writing. These submissions have been extremely helpful in the preparation of this judgment. I am grateful to both counsel for their dedication and hard work in this case, and both parties can be assured that they have received a high standard of representation.

4. If, in the course of this judgment, I do not refer to a particular piece of evidence—whether written within the bundles or given orally during the hearing—it should not be taken to mean that I have overlooked it. I have considered all the evidence available to me in reaching my decision.

Background

5. The parties commenced cohabitation in 2005, married in 2006 and separated in 2023. This is a *long marriage* case.
6. The Wife is 42 years old, and employed as an office manager at a primary school where she earns £26,840 per annum.
7. The Husband is 45 years old. He operates as a sole trader through a plant hire business and is also the sole director of a limited company in the construction sector. His case is that the construction company exists solely for tax efficiency purposes and that, were it not for this, the work would be carried out in the same manner as his sole trader plant hire business. The latter enterprise, which involves the use of highway gritting vehicles, continues to operate from the yard of the former family home (“FFH”). In his ES1, the Husband states that his income, based on business profits, was £69,993 in the last financial year.
8. There are three dependent children “S”, “T” and “F” aged 16, 11 and 5 years old respectively. They also have an 18-year-old son “J” who is private education and due to complete his A-level studies in the summer of 2026. There is also a fifth “child” of the family, but he is now an entirely independent adult.
9. The child S has just completed his GCSE examinations in the same private educational establishment as his elder brother J whereas T is due to commence state high school in September 2025.
10. All four dependent children reside with the Wife at the former family home. Private law proceedings concerning a child arrangements order for F were initiated in June 2024 and concluded by consent in August 2024. The outcome was a “lives with” order

in favour of the Wife, with provision for F to spend time with his father on a fortnightly alternating schedule: two nights (Wednesday and Friday) in Week 1, and four nights (Thursday to Sunday) in Week 2, totalling five nights per fortnight. Additional arrangements were made for special occasions and school holidays. A specific issue order was also made, confirming that F would commence attendance at a state primary school in September 2024.

11. The Husband would very much like the children to feel free to spend as much time with him as they wish to and is entirely open to any and/or all of them living with him if they so wish.

Resources/Liabilities

12. I credit Mr Ellis for the below table which I have extracted from the note he filed in advance of the final hearing – it neatly sets out the parties’ assets and liabilities from the Husband’s perspective (I have indicated where the same is disputed by the Wife) –

Asset/Liability	Value
The FFH	£911,370
Savings (H)	£45,742
Savings (W)	-£264
Business Interests (H)	£14,723 (<i>disputed by the Wife</i>)
Business Interests (W)	-£2,839
Chattels (H)	£10,945
Chattels (Joint)	£28,000 (<i>disputed by the Wife</i>)
Husband’s Liabilities (not including outstanding legal fees of £29,908.83)	-£83,544
Wife’s Liabilities (as asserted by the Husband)	-£71,243
Wife’s Liabilities (as asserted by the Wife)	£150,809
Liabilities (Joint)	-£4,285
Total net assets	£722,124

Pension	CETV
Wife’s Local Authority Pension	£12,039
Wife’s School Pension	£1,362
Total Pension CETV	£12,039

Procedural History

13. The financial remedies proceedings chronology is as follows:

20.04.24	Form A issued by the Wife.
23.05.24	First appointment (which was partially effective and adjourned)
04.11.24	The Wife made an application for maintenance pending suit (“MPS”), seeking £5,022 -£6,179pcm plus sums for a holiday and car deposit.
20.11.24	The court heard the MPS application, and the Husband undertook to pay, until the conclusion of proceedings or earlier order, MPS of £1000pcm.
25.11.24	The Wife’s solicitors came off record and the Wife began to act as a litigant in person.
28.11.24	An adjourned first appointment was held and was effective.
04.03.25	An FDR took which was, sadly, ineffective and the case was listed for a pre-trial review hearing as well as a final hearing.
22.04.25	I heard a PTR in which the Wife confirmed she would continue to act as a litigant in person and I appointed a qualified legal representative (“QLR”) to put questions to the Husband on her behalf.
13.05.25	The Wife instructed solicitors to represent her.
21.06.25	A final hearing took place in front of me with both parties represented by counsel of their choosing. I directed that counsel file written closing submissions which I received and the morning of 27 June 2025. I reserved judgment indicating that I would hand the same down remotely at 11am on 11 July 2025 which I now do.

The Parties Open Positions

14. Once again, giving due credit to Mr Ellis for his drafting, I have taken the following table directly from his skeleton argument, as it succinctly sets out the parties’ respective positions at the outset of this final hearing:

	The Husband	The Wife
The FFH	<p>The FFH is sold on the open market and the net proceeds of sale are divided, as follows:</p> <ol style="list-style-type: none"> 57% to the Wife; and, 43% to the Husband; 	<p>The FFH be sold on the open market and the net proceeds of sale shall be divided, as follows:</p> <ol style="list-style-type: none"> £811,397 to the Wife; and, £100,000 to the Husband; <p>If the FFH sells for more than £1,000,000, the net proceeds received over that sum shall be divided equally between the parties.</p> <p>The Wife pursues £811,397 as:</p> <ol style="list-style-type: none"> £143,397 to clear her debts; £588,000 to be used alongside her mortgage capacity of £112,000 purchase a home up to £700,000; £80,000 towards the Wife and children's income needs;
Savings	Each retain their own	Each retain their own.
Chattels	The Wife retain the contents of the FFH, save two oak caskets, containing the ashes of the Husband's dogs, and the Mini Countryman motor vehicle.	The contents of the FFH, divided by agreement.
Liabilities	Each retain their own.	Each retain their own.

School fees	The Husband shall pay the S's school fees until completion his GCSE's (now completed); and, The Husband shall pay the J's school fees until the end of his A-levels;	The Husband to pay S and J's school fees until the end of sixth form. The Husband to pay F's school fees until end of sixth form.
Spousal support	Clean break.	The Husband to pay child maintenance at a rate of £1,000 pcm, index linked (RPI). The maintenance shall reduce by £250 pcm (index linked) per child completing tertiary education or conclusion of secondary education, if the child does not attend University.
Costs	No order as to costs	No order as to costs

15. The only change to this position as the hearing commenced was that the Wife no longer sought a child maintenance order.

The Law

16. The burden of proof lies with the party seeking to establish a particular fact, and the applicable standard is the balance of probabilities. Whether the facts in issue have been proven to this standard must be determined on the basis of all available evidence.
17. Findings of fact must rest upon evidence rather than speculation. Such findings may include inferences properly drawn from the evidence, but they must not be based on mere suspicion or conjecture. The court's determination must be rooted in the totality of the evidence and should also be informed by the broader context, including social, emotional, ethical, and moral considerations.
18. In deciding whether a party has discharged the evidential burden, the court adopts what has been described as a consideration of “the broad canvas” of the case. This entails

evaluating a wide range of factors, including the credibility of witnesses and any reasonable inferences that may be drawn. The court's task is to consider the evidence in its entirety and to reach findings accordingly on the balance of probabilities. Each element of the evidence must be viewed in light of the whole.

19. The evidence of the parties is of particular significance. It is important that I make a clear assessment of their credibility and reliability. I am entitled to place weight on the evidence presented and the impression made upon me by the witnesses.

20. I remain mindful that demeanour can be an unreliable indicator when assessing the truthfulness of evidence, and that greater emphasis should be placed on the substance of what is said, its internal coherence, alignment with contemporaneous documentation, and its inherent plausibility. Nevertheless, demeanour may still be taken into account, particularly where little contemporaneous documentation exists. That said, I must remain vigilant not to allow an assessment to be governed solely by how parties behave when giving oral evidence.

21. Contemporary case law has been helpfully summarised by Peel J in *WC v HC (Financial Remedies Agreements)* (Rev 1) [2022] 2 FLR 1100 at [21]:

- i. As a matter of practice, the court will usually embark on a two-stage exercise, (i) computation and (ii) distribution, *Charman v Charman*.
- ii. The objective of the court is to achieve an outcome which ought to be ‘as fair as is possible in all the circumstances’, per Lord Nicholls of Birkenhead in *White v White*.
- iii. There is no place for discrimination between husband and wife and their respective roles, *White v White*.
- iv. In an evaluation of fairness, the court is required to have regard to the s 25 criteria, first consideration being given to any child of the family.
- v. Section 25A of the Matrimonial Causes Act 1973 (MCA 1973) is a powerful encouragement towards a clean break, as explained by Baroness Hale of Richmond in *Miller v Miller, McFarlane v McFarlane*.
- vi. The three essential principles at play are needs, compensation and sharing: *Miller; McFarlane*.

- vii. In practice, compensation is a very rare creature indeed.
- viii. Where the result suggested by the needs principle is an award greater than the result suggested by the sharing principle, the former shall in principle prevail *Charman v Charman* (No 4).
- ix. In the vast majority of cases the inquiry will begin and end with the parties' needs. It is only in those cases where there is a surplus of assets over needs that the sharing principle is engaged.
- x. Pursuant to the sharing principle, (i) the parties ordinarily are entitled to an equal division of the marital assets and (ii) non-marital assets are ordinarily to be retained by the party to whom they belong absent good reason to the contrary: *Scatliffe v Scatliffe*. In practice, needs will generally be the only justification for a spouse pursuing a claim against non-marital assets.
- xi. The evaluation by the court of the demarcation between marital and non-marital assets is not always easy. It must be carried out with the degree of particularity or generality appropriate in each case: *Hart v Hart*. Usually, non-marital wealth has one or more of three origins, namely (i) property brought into the marriage by one or other party, (ii) property generated by one or other party after separation (for example by significant earnings) and/or (iii) inheritances or gifts received by one or other party. Difficult questions can arise as to whether and to what extent property which starts out as non-marital acquires a marital character requiring it to be divided under the sharing principle.
- xii. It will all depend on the circumstances, and the court will look at when the property was acquired, how it has been used, whether it has been mingled with the family finances and what the parties intended.
- xiii. Needs are an elastic concept. They cannot be looked at in isolation.

22. Further, Mostyn J in *Clarke v Clarke* [2023] 2 FLR 1, endorsed Peel J's summary as an "impeccable synopsis" and added one additional element: that section 25A must be diligently applied.

Matrimonial Causes Act 1973

23. In dealing with the claim, I must, of course, consider the factors set out in Matrimonial Causes Act 1973, sections 25 and 25A together with any relevant case law.

24. Section 25 of the Matrimonial Causes Act 1973 reads as follows: -

- (1) It shall be the duty of the court in deciding whether to exercise its powers under section 23, 24, 24A or 24B above and, if so, in what manner, to have regard to all the circumstances of the case, first consideration being given to the welfare while a minor of any child of the family who has not attained the age of eighteen.*
- (2) As regards the exercise of the powers of the court under section 23(1)(a), (b) or (c), 24, 24A or 24B above in relation to a party to the marriage, the court shall in particular have regard to the following matters: -*
- a. the income, earning capacity, property and other financial resources which each of the parties to the marriage has or is likely to have in the foreseeable future, including in the case of earning capacity any increase in that capacity which it would in the opinion of the court be reasonable to expect a party to the marriage to take steps to acquire;*
 - b. the financial needs, obligations and responsibilities which each of the parties to the marriage has or is likely to have in the foreseeable future;*
 - c. the standard of living enjoyed by the family before the breakdown of the marriage;*
 - d. the age of each party to the marriage and the duration of the marriage;*
 - e. any physical or mental disability of either of the parties to the marriage;*
 - f. the contributions which each of the parties has made or is likely in the foreseeable future to make to the welfare of the family, including any contribution by looking after the home or caring for the family;*
 - g. the conduct of each of the parties, if that conduct is such that it would in the opinion of the court be inequitable to disregard it;*
 - h. in the case of proceedings for divorce or nullity of marriage, the value to each of the parties to the marriage of any benefit which, by reason of the dissolution or annulment of the marriage, that party will lose the chance of acquiring.*

25. Section 25A reads: -

- (1) Where on or after the grant of a decree of divorce or nullity of marriage the court decides to exercise its powers under section 23(1)(a), (b) or (c), 24 or 24A or 24B above in favour of a party to the marriage, it shall be the duty of the court to consider whether it would be appropriate so to exercise those powers that the financial obligations of each party towards the other will be terminated as soon after the grant of the decree as the court considers just and reasonable.*
- (2) Where the court decides in such a case to make a periodical payments or secured periodical payments order in favour of a party to the marriage, the court shall in particular consider whether it would be appropriate to require those payments to be made or secured only for such term as would in the opinion of the court be sufficient to enable the party in whose favour the order is made to adjust without undue hardship to the termination of his or her financial dependence on the other party*

Hard v Soft Loans

26. The Wife has received financial assistance by way of loans from her parents, which she asserts remain repayable. In this context, whilst not binding upon me, I have found considerable assistance in the decision of HHJ Hess in *P v Q (Financial Remedies)* [2022] EWFC B9, particularly his comprehensive review of the authorities concerning the distinction between "hard" and "soft" loans. Of particular relevance is his summary of the factors a court may consider when determining whether a given loan falls within either category.
27. The Husband argues that any debt owed by the Wife to her parents should be regarded as a "soft" loan. In my view, this term implies that the lender is unlikely to insist on repayment. While such loans may be legally enforceable, they are often not pursued in practice—typically, though not exclusively, due to the close familial relationship between the parties, such as that between parent and child. In these circumstances, the court may consider it appropriate to disregard the loan and exclude it from the liabilities

listed in the asset schedule. However, the court must proceed with caution, as its classification is not binding on the actual parties to the loan. A creditor is not prevented from seeking repayment simply because the court has categorised the loan as “soft”. Equally, the court is not obliged to accept the assertions of the debtor and creditor regarding their intentions without careful scrutiny.

28. The classification of a loan as “soft” may also reflect a more nuanced position—namely, that while the debt is ultimately intended to be repaid, it is not expected to be enforced in the short term. This is typically due to the personal relationship between the lender and borrower, whether as members of the same extended family or as close, longstanding friends. In such cases, the treatment of the loan reflects practical considerations of liquidity. It may be inappropriate to remove the loan entirely from the balance sheet, yet it may reasonably be set aside when assessing immediate liquidity—for example, in evaluating the ability to meet housing needs. This approach is often applied to loans from family members intended to fund legal fees. The court may therefore conclude that such loans will eventually require repayment, albeit not imminently. Although these loans may not warrant extensive judicial attention, they frequently become the subject of disproportionate forensic scrutiny between the parties.

The Evidence of the Parties

29. I begin this section of my judgment by making the following clear – I found both the Wife and the Husband to be genuine individuals who did their best to present their evidence as clearly as possible, despite the inherently stressful and disorientating nature of cross-examination—even when conducted, as it was in this case, with professionalism and care.
30. It is correct that I had to interrupt a number of the Wife’s answers to Mr Ellis to bring her back on track when she went off on tangents but in no way do I construe that negatively against her. She clearly found the experience of cross examination very difficult.

31. The same can be said of the Husband. While his presentation was more stoic than that of the Wife, it is fair to note that he was subject to a shorter period of cross-examination—though it was no less robust in its approach.

Evidential points of note and associated findings

32. I will of course comment further on the evidence as I undertake an analysis of the Section 25 factors later within this judgment, but it is also appropriate for me to comment at this stage on some specific points of the parties' evidence that were presented to me.

The businesses operation

33. It must be acknowledged that the businesses have continued to operate since the parties' separation, during which time the Wife's involvement ceased entirely. The nature of the businesses is both technical and specialised. It is an inescapable fact that their continued operation is due solely to the Husband's relentless, day-to-day engagement with the detailed workings of the enterprise. He remains actively involved "on the tools" and is not merely exercising managerial oversight.
34. The Husband claimed to be almost entirely illiterate in matters relating to IT and, to a lesser extent, the administrative functions of the businesses. The Wife's evidence was that she had managed the administrative side, liaised with the accountants, oversaw human resources (including staff training), and handled all aspects of the business other than physically attending jobs. She also stated that she was responsible for tendering for new work. The Husband, however, maintained that tendering in this field is highly complex and requires a thorough understanding of the practicalities involved. He explained that he would draft tenders by hand, which the Wife would then type and submit.
35. I do not accept the Wife's assertion that she was as instrumental to the success of this operation as she would have me believe. My view was reinforced during cross-examination, when it was put to her that if she truly believed the business was worth in excess of £1 million, and if she understood its operation to the significant extent that she claimed, then why had she not sought to take it over herself. It was telling that she did not respond to this point. I agree with Mr Ellis that her silence was surprising,

particularly given the significant value she attributes to the business and the income she suggests it generates.

The businesses value

36. It is the Wife's case that the business is worth circa £1 million but there is no evidential basis before me on which I can make this finding. There is evidence from a surveyor that the assets are worth in approximately £122,500, they are also subject to finance and I heard, and accept, evidence from the Husband that the vehicles, upon which one of the most valuable tenders depends, are not in a good condition and will require considerable work and/or replacement in the coming months if this tender is to survive. This point was not actively challenged by the Wife and indeed she appeared to agree with it.

37. Whilst the wife was at pains in her evidence to impress upon me that the businesses simply would not have been able to carry on without her, that the initials of the company reflected an amalgamation of the parties first names and that she understood the running of this business from the inside out. The fact of the matter is that there was no evidence that there are assets of the businesses that can be split between them in any meaningful way.

38. I find myself in agreement with the Husband that the business, as he consistently maintained, functions as an income stream rather than a valuable asset capable of realisation. It holds no value beyond its net assets, as without his involvement amounts to little more than a collection of vehicles. In the absence of any mechanism to tie the Husband to the business following its sale—which is not feasible—he would be free to establish a competing enterprise, utilising his name, contacts, and connections without restriction.

The business expenses

39. It is agreed that the Husband does not have a personal bank account and that he instead uses the business bank accounts for both business and personal banking. It is the Wife's case that he has adopted a 'creative accounting' approach to the same and has hidden numerous personal expenses within the same in order to reduce his own financial position.

40. In this regard, I find myself less persuaded by the level of naivety the Husband sought to convey concerning his understanding of business finance and account management. While I do not go so far as to find that the children's school fees were included in the business accounts, as suggested by the Wife—an allegation not substantiated by the evidence. Having heard the parties' evidence and formed an assessment of their respective characters, it is, in my judgment, without specifying the precise nature or extent of such expenditure, more likely than not that the Husband has been channelling personal expenditure through the business and that accordingly the level of income that the business generates is in excess of what is declared within the company accounts and tax returns.

The Family Lifestyle

41. I do not accept the Wife's case that the parties enjoyed a lavish lifestyle prior to separation. It is true that the FFH is of a value that many can only aspire to but that has come on the back of what appears to have been nothing short of sheer grit and abstinence on both of their parts.

42. The FFH, now an attractive six bedroomed farmhouse, was bought as a derelict, semi ruin on wind swept moorland and took approximately 13-years to renovate, rebuild and bring up to its present standard and during that time the family lived in three bedrooms with electricity supplied by a generator.

43. As an individual with practical skills, it is agreed that the Husband undertook the bulk of renovation works himself, deferring only to others when specialist tradespersons such as electricians, plumbers and kitchen fitters were required.

44. I reject the Wife's assertion that the family regularly enjoyed expensive luxury holidays. I am quite sure that their trips were no doubt very pleasant and that they were more fortunate than some, in that they were able to go abroad for example, but the reality of the evidence was that the family holidays amounted to no more than using her parent's holiday home in France, Centre Parcs, caravanning in Lincolnshire or renting cottages in the UK. Indeed, I note that the most significant holiday brought to my attention was a 7-night trip to Crete which, for a family of six, cost circa £6,800. Whilst

no doubt highly enjoyable for all of them it can hardly be said to be the stuff of *Condé Nast Traveller* and does not support an assertion that they were living in the lap of luxury.

45. Similarly, I reject that their lifestyle generally was lavish. The evidence was that they wore clothes bought from high street retailers, generally used the NHS for medical treatment, drove modest vehicles (either an Audi A3 or a Mini Countryman for the wife and an ancient and battered *workhorse* of vehicle for the Husband) and had only been able to educate some of the children privately because of a substantial reduction in fees that they had received due to the wife working within that school's administration.

Section 25 Analysis

46. Three of the family's four children are under the age of 18, and their welfare is my first concern. These proceedings, along with the uncertainty they bring and the understandable apprehension about imminent changes to their schooling, must at times have been overwhelming for the children.
47. It is essential that any order I make ensures they are suitably housed when in the care of each parent, that both households have sufficient income to meet their essential needs, and that their education is maintained at an appropriate standard. Both parties would have preferred that all of the children would be educated in the fee-paying sector until the completion of their secondary education but that of course can no longer be the case – there are simply insufficient funds available to meet dual capital housing needs and household management.

The income, earning capacity, property and other financial resources which each of the parties to the marriage has or is likely to have in the foreseeable future, including in the case of earning capacity any increase in that capacity which it would in the opinion of the court be reasonable to expect a party to the marriage to take steps to acquire.

48. Irrespective of the Husband's evidence to me that he would like all of the children to feel able to come and live with him if they so wished, the fact is that they do not. Only F lives with him and even then, that is on a limited basis. The Wife is the primary carer

for the minor children and always has been and, as a consequence of that indisputable point, her career and interests have taken something of a backseat. She has a current salary of £26,840 which is supplemented by state benefits and whilst in the past she has augmented the family income through a cat breeding business, this is no longer something that she is able to do due to no longer working from home and being present for the sort of time that such an undertaking would require. She is still young enough to improve her career (and earning) position however and is currently undertaking study via eCareers to remedy this.

49. The Wife sets out her income needs as being £8,081pcm leaving her with a shortfall of £5,359pcm. Her stated income needs are, in my judgment, nothing short of fanciful, and they fail to recognise the reality of her new situation. Whatever they were once able to afford as a family with combined resources they now no longer can. Spending £1,300 a month at the supermarket (an increase from the £750 for the same expense that she advanced in her MPS budget filed not that long since), £260 a month on takeaways, and £400 on a cleaner can now amount to no more than aspiration and to use the trite phrase frequently employed in proceedings such as these I am afraid that she will now have to cut her cloth to suit her means.

50. The Husband's income needs as stated in his Form E are an equally aspirational £9,000pcm and whilst this figure includes mortgage, utilities, and school fees, it too is indicative of both parties failing to grasp that their lifestyles going forward will have to be very much reduced from what they once were. The Husband's income needs have been harder to assess because of the circumstances of the business and the lack of a clearly visible income stream for him due to the amount of merging with the business finances.

The financial needs, obligations and responsibilities which each of the parties to the marriage has or is likely to have in the foreseeable future;

51. The Husband conceded in his evidence that a number of the liabilities he asserts to have are in fact those of his business, the vehicle financing and the future need to purchase new vehicles for example. The reality though is that he and the business are something of a symbiosis and so whilst it is quite right for the Wife to point out that he has stated

business liabilities as being his own personal liabilities, the reality of the situation is that they are almost one in the same.

52. The parties have incurred significant legal costs, the Wife much more so than the Husband and she has had to take loans from her parents “formalising” the same with promissory notes to them. However much she may urge me to reject that these are not soft loans, for the reasons that I have set out earlier in this judgment during my exploration of the relevant law, I find that they are and, whilst that does not of course excuse her liability to her parents, I attach less significance to them accordingly.
53. The primary need of each of the parties is that of housing and because the Wife is the primary carer of the children, she has the greater need here. They each require at least a four-bedroom property in which to live. I do not mention the specific geographical area in which she seeks to relocate since this judgment will be published and I have taken careful steps thus far to preserve the anonymity of the children and the parties. For the purposes of this judgment, I shall simply refer to it as “area X”.
54. The Wife went into great detail in her evidence to me explaining why area X was perfect for the children and her. She cited its relative proximity to where they are currently and that the children have friends in that area. She also told me that the child F went to school in that area and that the older children would have greater access to part time jobs there as opposed to the remote location in which they currently live.
55. I cannot ignore the fact however that post separation the Wife did unitarily act to place F in a school in area X, an act which (and this was not challenged during the evidence) caused the Husband to have to pay a fee of £1,222 to the school from which F had been removed.
56. Nevertheless, the Wife’s case is that she and the children must live in area X in at least a four bedroomed property worth between £600,000 and £650,000.
57. As is identified by Mr Ellis however the problem with the Wife’s choice of area X, and her assertion that it is the closest village, is that it is not. There is a large village nearby (“area Y”) where the Wife asserts the Husband can relocate to and she has produced

housing particulars for him showing four bedroomed properties listed for sale between £250,000 and £270,000. Area Y is also closer to the private school where the children S and J are presently in education.

58. If it is not to be area Y, then there are other conurbations in the geographically immediate area which the Husband has identified as being suitable for himself (still four bedroomed properties) which range in price from £360,000 to £400,000.

59. These other areas were put to the Wife in cross examination, and she rejected them as suitable for her and the children telling me that they were ‘deprived areas and unsuitable’.

60. I must reject the Wife’s assertion that she and the children have to live in area X. Again, it is an example of aspiration overtaking the reality of the new situation that they all find themselves in. In my judgment the housing needs of her and the children can be met far more cheaply in areas that, whilst not as aesthetically pleasing as area X, are entirely suitable.

The standard of living enjoyed by the family before the breakdown of the marriage

61. I have already commented extensively on the evidence in relation to alleged high standard of living during the marriage and I do not propose to revisit the same here.

The age of each party to the marriage and the duration of the marriage;

62. It is uncontentious that this is a long marriage scenario. In my judgment the age of the parties is of limited relevance here, they are in younger middle age with many years ahead of them in which to reestablish themselves.

Any physical or mental disability of either of the parties to the marriage

63. I do not for a moment seek to diminish the toll that these proceedings have taken on the mental health of either of the parties, particularly the Wife, and I can only reflect that the stress at times must have seemed utterly unbearable. Fortunately, however neither

of them has any ongoing physical or medical condition that will be a significant impediment to them making the most of the many years of life that lie ahead of each of them.

The contributions which each of the parties has made or is likely in the foreseeable future to make to the welfare of the family, including any contribution by looking after the home or caring for the family.

64. Both parties have, in my judgment, made equal and meaningful contributions to this family and marriage – there is no justifiable legal basis to differentiate between their different but each significant efforts.

65. Miss Tai properly reminds me that presently W has, and is likely to continue to have, responsibility for the children’s day to day care and she invites me to consider the judgment of Robert J in *Juffali v Juffali* [2017] 1 FLR 729 per Roberts J at [78]:

*“The implications of a significant future period on ongoing contribution towards the welfare or care of a child of the family was neatly summed up by Holman J in *Murphy v Murphy* [2014] EWHC 2263 (Fam) when he said “the having of children changes everything” (paragraph 35).”*

The conduct of each of the parties, if that conduct is such that it would in the opinion of the court be inequitable to disregard it.

66. Neither side has pursued a conduct argument as part of this final hearing.

Outcome

67. Each party has a capital need to rehouse themselves and the children. This is particularly the case in respect of the Wife. She is more financially vulnerable than the husband and, in my view, has at present, the greater need in this regard.

68. The Wife asserts that she requires ongoing periodical payments to support her reduced income position, recognising the length of time that she has been out of the workplace,

the level of hardship that she has suffered post separation and that she will continue to suffer given her currently limited income.

69. Miss Tai invites me to consider capitalising this need for maintenance in the sum of £80,000 and that the same would have the benefit of achieving a clean break and financial independence for each of them. In the alternative I am invited to make an order of periodical payments to her of £1,000pcm.

70. When considering whether or not to make an order in relation to spousal maintenance I of course have in my mind the guidance in *SS v NS (Spousal Maintenance)* [2014] EWHC 4183 (Fam) which I set out below giving credit to Miss Tai for taking the same from her written closing submissions:

- i. An award should be made by reference to needs, save in exceptional circumstances.
- ii. The Court must consider a termination of spousal maintenance with a transition to independence as soon as it is just and reasonable.
- iii. A term should be considered unless the recipient would be unable to adjust without undue hardship.
- iv. The marital standard of living is relevant but not decisive.
- v. The Court will look at the global total and ask whether the proposed payment is a fair proportion of income available to the paying party.

71. In my judgment this is a case where some form of spousal maintenance is unavoidable, and that the Wife must have this additional financial support. I have already stated that she needs to seriously rethink her monthly outgoings and bring her expenditure down to a realistic level.

72. In my view, in a scenario where she is living mortgage free then an additional £2,500 per month over a period of 2-years is a reasonable and proportionate top up of her current level of income. In that time, she will continue to improve her earning potential and be in a position where she can realistically seek employment that pays more than she currently earns. I propose to capitalise that spousal maintenance in the amount of £60,000 so that each party has the benefit of this being a clean break scenario.

73. The Wife's stated housing needs are unrealistic. She may wish to live in area X but that is an aspiration and not a reality. I am satisfied that she and the children, or whichever of the children ultimately remain living with her in the long term, can be appropriately accommodated with a fund of £450,000 to £500,000.
74. I have cited a range in respect of the housing fund because, whilst I intend to give effect to this decision by way of a payment to the Wife of a further £500,000 from the proceeds of sale of the FFH it is my expressed view that the difference of £50,000 should be put towards her debts. I accept that the husband has had the benefit of discharging a large part of his debt through the family business and it seems to me only equitable that there be some recognition of this in the element of the award that the Wife receives.
75. The net effect of the above is that from the proceeds of sale of the FFH the wife will receive the sum of £560,000 equivalent to 61.45%. This is more than the 57% that was proposed by the Husband, but it seems to me that this further departure from equality is justified for all the reasons that I have set out in this judgment, and which were articulated to me during the course of the hearing. In the event that the FFH should achieve a sale price in excess of the £1million that the parties have proceeded on for the purposes of this final hearing then the difference shall be split equally between them both.
76. Whilst it will undoubtedly be difficult for Child S to leave the private school he has attended until now, the financial reality is that he can no longer be educated at such expense. I am deeply sorry for him and can only hope that, having completed his GCSEs in the current academic year, the transition to the state sector will cause as little disruption as possible.
77. Child J, however, is midway through his A-level studies in private education, and it seems to me that his welfare requires the preservation of the status quo until the conclusion of the 2025/2026 academic year. Accordingly, I make a school fees order to maintain this arrangement, the same to be met by the Husband.
78. By the Court's earlier order of 23 May 2024, the FFH was to be marketed for sale by CB estate agents. The Wife seeks for a further order substituting them for FC Estate

Agents (both agency names shortened for purposes of anonymisation at the request of the parties) as she does not believe that the former have marketed the property appropriately and that the latter are more suitable for a property of this calibre. I am told that FC Agents have agreed to reduce their rates to match those of the current agent but that withdrawing the property from CB Agents will incur a £1,000 fee.

79. Given that the property has not sold during the time that it has been marketed by the current agents it seems that a change of agent may now be appropriate. In my judgment however any fee incurred for such a change must be met equally between the parties.

80. My preliminary view is that, based on the findings and decisions I have made, there appear to be no grounds for departing from the ‘no costs’ rule in financial remedy proceedings. Nonetheless, I will invite brief written submissions from the parties should either wish to persuade me to depart from this position. If I receive no such submissions within two business days of the draft of this judgment being circulated, then it will be taken that neither side seeks to make such an argument.

Conclusion

81. At the end of the final hearing, I made arrangements for this judgment to be handed down during a short remote hearing to be listed on 11 July 2025. On reflection this does not seem to be an appropriate use of court time and resource and will only serve to put the parties to further legal costs. Accordingly, this judgment shall be handed down administratively upon an approved judgment being circulated to the parties and by the uploading of the same to the National Archive.

82. Whilst I have taken every step within this judgment to protect the identities of the children and the parties, I am prepared to receive written submissions from either side as to why their identity should not be concealed. Equally if either counsel believe that I have overlooked any detail within this judgment which may reveal the identity of the children and the parties then they should bring the same to my attention forthwith.

83. The circulation of the draft judgment in this way is not intended to provide an opportunity to any party (and in particular the unsuccessful party) to reopen or reargue the case, or to repeat submissions made at the hearing, or to deploy fresh ones. Suggested corrections should be confined to typographical or plain numerical errors, or to obvious mistakes of fact. Requests for amplification/clarification should be strictly confined to claimed "material omissions" within the terms of FPR PD 30A para 4.6. Any such written observations must be made within two business days of the circulation of this draft judgment.

84. I invite counsel for the applicant Wife to prepare and submit an agreed draft order giving effect to this judgment, to be returned to me by the same deadline as noted above.

Postscript

85. Following the circulation of this judgment in draft, counsel highlighted some minor typographical and anonymisation points which I have since attended to.

86. It has been brought to my attention that I failed to address some specific aspects of the contents of the FFH. To that end the parties are content that contents be agreed between them but that the caskets containing the ashes of the Husband's deceased dogs be returned to him. I make an order to that effect.

87. It has further been brought to my attention that the Mini Countryman motor vehicle, which is an asset of the business but being driven by the Wife and which the husband is content for the wife to retain has not been addressed within my judgment. It was my intention that the same should be formally transferred to the Wife as part of this division, it is her only means of transport and, given the rural area in which she currently lives, clearly essential. She will of course though now become responsible for insuring the same herself. This is unopposed by the Husband and I make an order to that effect.

88. There is a final issue in respect of costs. At paragraph 80 above I stated that there appeared to be no grounds for departing from the 'no costs' rule. In accordance with my earlier directions, Mr Ellis filed short written submissions and notified me that following a hearing on 28 November 2024 the court had reserved the issue of costs

following the Wife's unsuccessful application for an expert valuation of the Husband's business ventures.

89. The Wife's representatives have not filed their written submissions in response, in accordance with the direction that I gave at paragraph 80 above, and accordingly, in the absence of agreement, I direct that an hour's hearing shall be listed before me at the first available opportunity at which the parties can attend and argue this point.

90. I now ask that Counsel provide me with an agreed draft order that reflects this judgment.

District Judge Akers

2 July 2025