



Neutral Citation Number: [2026] EWFC 4

Case No: FD24F00082

**IN THE HIGH COURT OF JUSTICE**  
**FAMILY DIVISION**

Royal Courts of Justice  
Strand, London, WC2A 2LL

Date: 09/01/2026

**Before :**

**Ms Naomi Davey (sitting as a Deputy Judge of the High Court)**

**Between :**

**MS HULYA KARS**

**Claimant**

**- and -**

**(1) MR LEWIS JOHN BROWN**

**Defendants**

*(Administrator and beneficiary of the estate of  
the late Mr Jon Lamb)*

**(2) MR MARTIN PAUL LAMB**

**(3) MR WILLIAM KEREM LAMB**

**(4) ESTATE OF JANE BYRNE, DECEASED**

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**Ms Blood-Halvorsen (instructed by Rothley Law) for the Claimant**  
**Mr Uddin (instructed by K. J & Co Solicitors) for the First and Second Defendants**

Hearing dates: 8-9<sup>th</sup> October 2025

**Approved Judgment**

This judgment was handed down remotely on 9<sup>th</sup> January 2026 by circulation to the parties or their representatives by e-mail and by release to the National Archives.

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## Introduction

1. The matter before the Court is the Claimant's claim for reasonable financial provision under the Inheritance (Provision for Family and Dependents) Act 1975 ("the 1975 Act") in respect of the estate (the "Estate") of Jon Lamb (the "Deceased") who died intestate on 30 December 2021.
2. The Claimant is the former spouse of the Deceased. The First Defendant is the Deceased's son, administrator of the Estate, and a beneficiary of the Estate under the intestacy rules. The Second Defendant is the Deceased's son and a beneficiary of the Estate. The Third Defendant is the son of the Claimant and the Deceased, and a beneficiary of the Estate. The Fourth Defendant is the estate of the Deceased's adoptive daughter and a beneficiary of the Estate. The Third and Fourth Defendants have played no active part in these proceedings.
3. There was an unhelpful lack of clarity regarding the capacity in which the First Defendant was defending the claim prior to the trial but Mr Uddin (acting on behalf of the First and Second Defendants) has subsequently clarified that he was acting on behalf of the First Defendant both in the First Defendant's capacity as administrator and as beneficiary of the Estate. The First and Second Defendants both contest the claim.
4. The Claimant and Deceased married on 8 June 2000, the Claimant petitioned for divorce in January 2019, and the decree absolute was pronounced on 13 May 2019. Matrimonial finance proceedings were ongoing at the date of death ("the matrimonial proceedings").
5. The First Defendant obtained letters of administration on 17 August 2023. The net value of the Estate was recorded as £331,122. That figure includes the value of a freehold property, 47 Princes Street, Southend-on-Sea, SS1 1QA registered under title number EX121067 ("47 Princes Street").
6. The Claimant brought possession proceedings ("the possession proceedings") on 23 August 2023 in relation to 47 Princes Street. The Claimant is the sole registered proprietor of 47 Princes Street; the First Defendant currently lives there. There is a dispute as to who holds the beneficial ownership of 47 Princes Street with the Claimant arguing that she is the beneficial owner and the First and Second Defendants arguing that the Deceased was the beneficial owner. The possession proceedings have been stayed pending the outcome of these proceedings.

## The Legal Framework: The 1975 Act

7. There is no dispute that the Claimant is eligible to bring a claim under the 1975 Act as a former spouse who has not remarried. She was given permission to bring the claim out of time by order of Mrs Justice Lieven in March 2025.
8. Section 2 of the 1975 Act provides for the court to make one or more of the orders specified therein if it is satisfied that the disposition of a deceased's estate is not such as to make reasonable financial provision for an applicant.
9. It is agreed that the two overarching questions for the court in a 1975 Act claim where there is an intestacy are: (1) whether the way in which the estate is disposed of under the intestacy

rules fails to make reasonable financial provision for the claimant ('*threshold question*'); and (2) if reasonable financial provision has not been made, whether any, and if so what, provision should be made for the claimant ('*the provision question*') (see Oliver J in *Re Coventry* [1980] Ch 461 at 469).

10. While the legislation formally requires both questions to be answered sequentially (the first question having been described by the Court of Appeal in *Ilott v Mitson* [2011] EWCA Civ 346 as a value judgment on the part of the court, the second being akin to the exercise of discretion), the Supreme Court has cautioned against too rigid an adherence to the two-stage approach: Lord Hughes in *Ilott v The Blue Cross* [2017] UKSC 17 at [23]. The court added that the 1975 Act "plainly requires a broad-brush approach" and there is often "a very large degree of overlap between the two stages."

11. For applicants other than spouses and civil partners "reasonable financial provision" means "such financial provision as it would be reasonable in all the circumstances of the case for the applicant to receive for his maintenance" (s1(2)(b)).

12. Section 3(1) of the 1975 Act directs the court to have regard to the following matters in exercising powers under section 2.

*"(a) the financial resources and financial needs which the applicant has or is likely to have in the foreseeable future;*

*(b) the financial resources and financial needs which any other applicant for an order under section 2 of this Act has or is likely to have in the foreseeable future;*

*(c) the financial resources and financial needs which any beneficiary of the estate of the Deceased has or is likely to have in the foreseeable future;*

*(d) any obligations and responsibilities which the Deceased had towards any applicant for an order under the said section 2 or towards any beneficiary of the estate of the Deceased;*

*(e) the size and nature of the net estate of the Deceased;*

*(f) any physical or mental disability of any applicant for an order under the said section 2 or any beneficiary of the estate of the Deceased;*

*(g) any other matter, including the conduct of the applicant or any other person, which in the circumstances of the case the court may consider relevant."*

13. Section 3(2) of the 1975 Act lists further matters to which the court should have regard in an application by a former spouse:

*"(a) the age of the applicant and the duration of the marriage;*

*(b) the contribution made by the applicant to the welfare of the family of the Deceased, including any contribution made by looking after the home or caring for the family."*

### Preliminary issue

14. While not formally advanced by way of a preliminary issue, Mr Uddin raised in his skeleton argument and opening submissions the question of whether these proceedings are an abuse of process in light of the ongoing possession proceedings in relation to 47 Princes Street and, relatedly, whether this Court can properly determine the question of the beneficial ownership of 47 Princes Street.
15. It is not an abuse of process for the Claimant to have brought this claim: she is eligible to do so under the 1975 Act, and she could not have brought the 1975 Act claim within the possession proceedings. In any event, the allegation of abuse of process had already been adjudicated by Mrs Justice Lieven who dismissed the First Defendant's strike out application dated 17 February 2025 which the First Defendant had brought on the basis that these proceedings were "*abuse of process due to duplicate proceedings*".
16. With regard to whether I can determine the question of beneficial ownership of 47 Princes Street in the context of these proceedings, Mr Uddin did not make any submissions beyond asserting that it is an abuse of process in light of the possession proceedings, or draw my attention to any relevant case law. Acting for the Claimant, Ms Blood-Halvorsen asserts that in order to determine the 1975 Act claim, the court must assess the size and nature of the net estate, which includes any property over which the Deceased could have exercised testamentary disposition, and that determining whether 47 Princes Street forms part of the Estate is therefore integral to the section 3 exercise. Ms Blood-Halvorsen drew my attention to other 1975 Act proceedings where questions of property law and beneficial ownership were required to be resolved: *Ramji v Harvey* [2023] EWHC 1664 and *Burnard v Burnard* [2014] EWHC 340.
17. It seems to me necessary to determine the question of beneficial ownership of 47 Princes Street in the course of these proceedings as it is fundamental to establishing the composition of the net Estate from which financial provision may be ordered. While there is no specific application for a declaration as to beneficial ownership before me, the Defendants have long been aware, given the possession proceedings, of the Claimant's assertion that she is the beneficial owner. Further, the point was fully argued in Ms Blood-Halvorsen's skeleton argument, referred to in her opening submissions, and is detailed in the Claimant's witness statement. I gave permission for the Defendants to put in a late witness statement from Mr Anderson in relation to the purchase of 47 Princes Street (on which he was cross-examined). I also indicated at the start of the hearing that I considered determining the ownership of 47 Princes Street to be a necessary part of my analysis. The Defendants have accordingly had ample opportunity to provide evidence on, and make submissions in relation to, this point.
18. Given that 47 Princes Street comprises a large proportion of the current valuation of the Estate, I will deal with the question of beneficial ownership prior to considering the section 3 factors.

### Beneficial ownership of 47 Princes Street

#### *The Law*

19. Ms Blood-Halvorsen argues that the Claimant is entitled to the full beneficial ownership of 47 Princes Street on three grounds:

- (i) The Claimant is the legal owner, and the beneficial ownership is presumed to follow the legal title; the burden is on the Defendants to rebut that presumption and they have not done so.
- (ii) Where a husband provides all monies in relation to the acquisition of a property, the legal title to which is put in his wife's name, the presumption of advancement (i.e. that it is a gift) applies subject to any rebuttal evidence to indicate otherwise (*Gascoigne v Gascoigne* [1918] 1 K.B. 223).
- (iii) the rule in *Re Bishop* [1965] Ch 450 that when spouses hold a joint bank account, the surviving spouse is entitled to the balance of the account on death, regardless of unequal contributions, but property purchased in the sole name of one spouse from that account belongs only to that spouse.

20. Mr Uddin made no arguments in relation to the law on beneficial ownership, nor set out any particular case with regard to the ownership of 47 Princes Street in his skeleton argument, oral opening, or written closing submissions. His submissions were limited to addressing whether the Claimant had ever lived at 47 Princes Street, in relation to which he stated: "*The Claimant relies on gas bills which has her name as evidence of living at 47 Princess Street p[86 to 90] but these are in no way evidence of her living there, at best it shows that she having been registered as the legal title holder the gas bills / utility where in her name. We know she lived in Manchester and claimed housing benefit. It is highly unlikely that she will be entitled to housing benefit if she lived somewhere else while having a second home*".

21. While *Stack v Dowden* 2007 UKHL 17 was a case about joint ownership of a matrimonial home, Baroness Hale's leading judgment is nevertheless instructive as to the approach to take in relation to sole ownership. At [56] Baroness Hale stated: "*Just as the starting point where there is sole legal ownership is sole beneficial ownership, the starting point where there is joint legal ownership is joint beneficial ownership. The onus is upon the person seeking to show that the beneficial ownership is different from the legal ownership. So in sole ownership cases it is upon the non-owner to show that he has any interest at all.*" Her Ladyship went on to state at [60]: "*The search is to ascertain the parties' shared intentions, actual, inferred or imputed, with respect to the property in the light of their whole course of conduct in relation to it.*"

22. Baroness Hale went on (at [61]) to consider the case of *Oxley v Hiscock* [2004] EWCA Civ 546:

*"Oxley v Hiscock was, of course, a different case from this. The property had been conveyed into the sole name of one of the cohabitants. The claimant had first to surmount the hurdle of showing that she had any beneficial interest at all, before showing exactly what that interest was. The first could readily be inferred from the fact that each party had made some kind of financial contribution towards the purchase. As to the second, Chadwick LJ said this, at para 69:*

*" . . . in many such cases, the answer will be provided by evidence of what they said and did at the time of the acquisition. But, in a case where there is no evidence of any discussion between them as to the amount of the share which each was to have – and even in a case where the evidence is that there was no discussion on that point – the question still requires an answer. It must now be accepted that (at least in this court and below) the*

*answer is that each is entitled to that share which the court considers fair having regard to the whole course of dealing between them in relation to the property. And in that context, the whole course of dealing between them in relation to the property includes the arrangements which they make from time to time in order to meet the outgoings (for example, mortgage contributions, council tax and utilities, repairs, insurance and housekeeping) which have to be met if they are to live in the property as their home.”* (emphasis supplied).

*Oxley v Hiscock* has been hailed by Gray and Gray as “an important breakthrough” (*op cit*, p 931, para 10.138). The passage quoted is very similar to the view of the Law Commission in *Sharing Homes* (2002, *op cit*, para 4.27) on the quantification of beneficial entitlement: “If the question really is one of the parties’ ‘common intention’, we believe that there is much to be said for adopting what has been called a ‘holistic approach’ to quantification, undertaking a survey of the whole course of dealing between the parties and taking account of all conduct which throws light on the question what shares were intended.”

*That may be the preferable way of expressing what is essentially the same thought, for two reasons. First, it emphasises that the search is still for the result which reflects what the parties must, in the light of their conduct, be taken to have intended. Second, therefore, it does not enable the court to abandon that search in favour of the result which the court itself considers fair. For the court to impose its own view of what is fair upon the situation in which the parties find themselves would be to return to the days before *Pettitt v Pettitt* [1970] AC 777 without even the fig leaf of section 17 of the 1882 Act.”*

#### *The Evidence*

23. 47 Princes Street was purchased at an auction on 25 May 2005. The price paid on 22 June 2005 was £135,000. The Claimant was registered as the legal owner on 4 August 2005. That much is not in dispute.
24. The only contemporaneous documentary evidence adduced by either party is the bank statements for Santander account 17668166 (“the Santander Account”), which show a payment by cheque for £13,729 on 31 May 2005 and credit of £75,000 on 13 May 2005 followed by a transfer out of £75,000 on 15 June 2005.
25. The Claimant’s evidence is that 47 Princes Street was a gift from the Deceased. In cross-examination she asserted that the Deceased had told her in relation to 47 Princes Street: ““*this is your house Hulya*” from day one until the divorce”. Her evidence is that the Santander Account was a joint account in the names of her and the Deceased, and she asserts that the cheque used to pay the deposit for 47 Princes Street (£13,729) and a further £75,000 towards the purchase price came out of the Santander Account. The Claimant says that she and William (her son with the Deceased) lived in Princes Street during the summer holidays, in support of which she referred to utility bills being in her name, and bills showing an increase in energy outgoings over the summer holidays in 2008.
26. The only evidence available from the Deceased himself is the content of his financial statement in the matrimonial proceedings dated 6 February 2020, in which he asserted that he was the sole beneficial owner: “*I provided the purchase price from my sole savings. It was vested in Hulya’s name because the family home 893 London Road (since sold) was vested in my sole name. I am the 100% beneficial owner of this property.*”

27. The First Defendant's evidence is that the Deceased purchased 47 Princes Street using funds raised from a mortgage on 893 London Road ("London Road") and a £33,000 loan from the Second Defendant. He asserts that the Claimant never lived at 47 Princes Street, and that she did not disclose it to the benefits agency when claiming benefits as she knew she did not own it. He further asserts that it was his father's intention that he inherit 47 Princes Street but he is committed to sharing it fairly among his siblings.
28. The Second Defendant spoke about having done 'due diligence' with respect to ensuring that the Claimant did not have any interest in 47 Princes Street prior to lending his father £33,000 for the purchase. He said he was satisfied that the property purchase was part of his father's business, that the Claimant had made no contribution to it nor did she have beneficial interest. He asserts that he did not know that the legal title to 47 Princes Street was in the Claimant's name until 2011 when the Deceased told him that he had put it in the Claimant's name to save tax as he still owned London Road and that he would put it back in his name once he sold London Road.
29. Mr Anderson's evidence is that he was at the auction when the Deceased purchased the property. He denies that the Claimant was present. He says that the Deceased told him he was putting the property in the Claimant's name for a short period, until it was rentable, for tax reasons. When asked in cross-examination when this conversation took place, he agreed it was some months after the auction.
30. The First and Second Defendant and Mr Anderson all denied that the Claimant ever lived at the property and did not consider the property to have been habitable in 2008 (during the period of the increased energy bills).

*Analysis*

31. The evidence in this case is unsatisfactory in many respects.
32. The Claimant asserts that 47 Princes Street was purchased as a gift to her. However, this assertion was not backed up with any specificity, was unsupported by any other evidence and does not sit easily with the way in which the Claimant and the Deceased dealt with the property (as to which see below).
33. Mr Brown, Mr Lamb and Mr Anderson all gave evidence that the Deceased intended to retain full beneficial ownership; however their evidence is hearsay and of limited value. They were unable to provide any specificity as to any trust arrangement whereby the Deceased would retain 100% of the beneficial ownership. Mr Lamb, on his own account, was not aware that the Claimant was the legal owner until 2011. Their assertions that the legal title was in the Claimant's name purely for tax reasons because the Deceased already owned a property and intended to change it once London Road was sold, or once 47 Princes Street could be rented out, were not borne out in reality, as there is no evidence that the Deceased revisited the question of the legal ownership of 47 Princes Street either once it was in a habitable state or once London Road was sold.
34. The funding of the purchase of 47 Princes Street merits further examination. The evidence suggests that it is more likely than not that some of the money, namely the sums of £13,729 and £75,000, came through the Santander Account, which I find to have been a joint

account. However, the larger sum of £75,000 was transferred into the Santander Account only two days prior to the payment out. The Claimant did not suggest that the £75,000 came from one of her accounts or was deposited by her; the most likely explanation is that it came from the Deceased. The sums going through the Santander Account amounted to £88,729 of a purchase price of £135,000. The Claimant did not assert that she paid any of the remaining £46,271 for 47 Princes Street. I find the most likely explanation to be that it came from the Deceased. Some of the Deceased's contribution may well have come from a loan from the Second Defendant but that is not material to the analysis. The Deceased therefore directly contributed over 85% of the purchase price of 47 Princes Street.

35. The course of conduct of both parties in relation to 47 Princes Street is instructive, including as follows.

- (i) The Deceased renovated 47 Princes Street. The Claimant does not assert, and there is no evidence to suggest, that she played a role in this.
- (ii) The Deceased moved into 47 Princes Street in or around 2010 (there is no evidence as to the precise date; he was using the address in correspondence with his in-laws dated 17 January 2010 and entered it on a hospital emergency admission sheet on 1 October 2010). He was joined at 47 Princes Street at various stages by his friend, Mr Anderson, and his son, the First Defendant. There is no evidence that the Claimant objected to this or sought any rent.
- (iii) The Deceased sold the family home, London Road (which was in his name, and where the Claimant and William also lived until 2008) in or around 2014 or 2015.
- (iv) The Claimant never lived at 47 Princes Street in the sense of it being her primary residence. She lived in rented accommodation in Manchester, as prime carer for William. She says that she and William stayed at 47 Princes Street during the holidays, although this is disputed.

36. Taking a holistic approach to the course of the conduct of both parties in relation to 47 Princes Street, I find that the shared intention of the Deceased, who provided over 85% of the purchase monies for the property, and the Claimant, who is the sole legal owner of the property, was for the beneficial ownership to be shared between them.

37. I do not think that the presumption of advancement adds anything to this analysis. Even working on the footing that it is still good law (despite legislation that repeals it having been enacted, albeit not brought into force, and its inconsistency with the principle of equality) it is a weak presumption (*Laskar v Laskar* [2008] EWCA Civ 347) and would not get the Claimant further than the analysis above.

38. I have also considered the Claimant's argument in reliance on *Re Bishop*. However, that case supports the proposition that where chattels or investments are purchased from a joint account, the fact that the money came from a joint account does not of itself create an equity or trust in favour of a non-purchasing spouse. That case was not a case about purchase of real property (in respect of which other presumptions may apply) nor does it mean that such an equity can never be made out on the facts. I therefore do not think this takes the Claimant's case any further.

## *Conclusion*

39. My decision in relation to 47 Princes Street is that the Deceased and Claimant share the beneficial ownership. The Claimant is therefore entitled to 50% of the beneficial ownership of 47 Princes Street. The remaining 50% falls within the Estate.

#### The 1975 Act Claim

40. The Claimant's case is that she is a former spouse with no final order or settlement in the matrimonial proceedings; on these exceptional facts, an outcome of no award would be unjust and would not amount to reasonable financial provision.

41. The Claimant argued that even were the court to find that she was the beneficial owner of 47 Princes Street, it remains the case that the Deceased failed to make reasonable financial provision for her, and she seeks a lump sum of £50,000 from the Estate. Alternatively, if 47 Princes Street falls within the Estate she seeks its transfer to her.

#### Section 3 factors

42. Neither s3(1)(b) or (c) is relevant here. There are no other applicants and none of the beneficiaries has submitted any evidence of their financial resources or financial needs. I take the remaining factors in turn.

*s3(1)(a) the financial resources and financial needs which the applicant has or is likely to have in the foreseeable future*

43. I have found that the Claimant has equity of approximately £120,000 in 47 Princes Street.

44. The Claimant is employed and has earning potential. She currently works as a waitress earning around £1,000 a month. She says she is limited in the hours she can work due to suffering from a number of health conditions. There is medical evidence, albeit not an expert report, to support the fact that she suffers from those conditions. Mr Uddin did not submit any evidence contradicting the Claimant's medical evidence but makes the point that the Claimant does manage to do a physically demanding job as a waitress despite these problems. The Claimant convincingly described in oral evidence the impact of her illness on her at work.

45. The Claimant has not found work linked to her studies and it is increasingly unlikely given her age and lack of experience that she will be able to do so.

46. The Claimant has no private pension and no savings or investments.

47. The Claimant asserts debts amounting to £61,000, which was not challenged by Mr Uddin: a Santander credit card balance of about £4,654; Lloyds Platinum credit card balance of £1,226.31; solicitors' liabilities of £12,000 arising from the Southend proceedings; her student loan.

48. The Claimant is currently living with her brother but that arrangement is likely to come to an end soon; she has no alternative accommodation.

49. The Defendants have made allegations that the Claimant owns undisclosed Turkish assets. The Claimant has provided screenshots of her Turkish bank account showing only a

nominal balance. She has also produced a search of Turkish systems showing no results for assets such as Land. The Defendants relied on a witness statement dated 30 August 2025 from the Claimant's sister-in-law Sevnez Kars in support of their contention. (The Defendants also sought to rely on a longer; prior dated witness statement from Ms Sevnez Kars, which I did not allow reliance upon as it had not been served on the Claimant.) Ms Kars' statement makes bald assertions that the Claimant owns shares in an apartment and cafe in Turkey and regularly takes cash to Turkey. None of this was particularised in terms of addresses and under cross-examination Ms Kars was unable to provide a clear basis for believing the Claimant to be the owner. The Defendants have not succeeded in proving that the Claimant has undisclosed assets.

*s3(1)(d) any obligations and responsibilities which the Deceased had towards any applicant for an order under the said section 2 or towards any beneficiary of the estate of the Deceased*

50. Much of the trial was taken up with evidence as to the extent to which the Claimant and Deceased's relationship persisted, and the extent to which the Claimant was dependent on the Deceased, following the Claimant's move to Manchester in 2008. The First and Second Defendants allege that the marriage was to all intents and purposes over by 2012. The Claimant's case is that it subsisted until much closer to the divorce although I am unclear whether her case is that they separated in late 2016 (which her solicitors cited in the context of the divorce proceedings) or nearer 2018.
51. It is not in dispute that until 2008 the Claimant and Deceased were living together in London Road with the Claimant largely financially dependent on the Deceased. Nor is it in dispute that for a considerable period of their marriage (from 2008 onwards) the Claimant was living separately (and a long way) from the Deceased, in Manchester, with William. The Claimant's degree (which was the reason for the move to Manchester) was completed in 2013 yet the Claimant chose to continue to live in Manchester. The Claimant's explanation for that is that she started a Masters degree, and William was settled at a school with the appropriate SEND provision in Manchester.
52. Various pieces of documentary evidence were referred to during the trial as evidence of the state of the relationship at various points between 2009 and 2018. The First and Second Defendant rely on a hospital note of the Deceased's admission to hospital in 2010 in which the Claimant is listed under next of kin as 'ex-wife'. They also rely on the Deceased's financial statement for the purpose of the matrimonial proceedings in which he gave the date of separation as 2009. Mr Uddin's written submissions also rely on the Tenant Application Form for the Claimant's tenancy of a flat in Manchester in September 2011 in which the Claimant did not tick the 'Married or living with a partner' box but handwrote 'other'. However, I do not think this advances his case as she circled 'married' and was of course not living with the Deceased at this stage so she may have considered it incorrect for her to tick that box. I note that the Deceased was named as next of kin on the form and as guarantor.
53. The Claimant relies on a handwritten note to his doctor signed by the deceased in 2015 giving the Claimant permission to act on the Deceased's behalf in health-related matters. The Claimant further relies on a draft witness statement sent by the Deceased to his solicitor, and then forwarded to the Claimant on 1 August 2018, in the context of a medical negligence claim by the Deceased. In that witness statement the Deceased states that at the

time of the failed medical procedure in 2014 he was sexually active with his wife. Mr Uddin asked me to disregard this statement on the basis that it is an unsigned draft, and could not have been written by the Deceased as the Deceased was dyslexic. I consider it more likely than not that it was drafted by a solicitor on instructions, but the fact that it is incomplete and unsigned reduces the weight I have given to it.

54. There are also a significant number of photographs up until July 2018 showing the Deceased and Claimant together at family events which support the Claimant's account, albeit I have taken into account that each photograph can only show a superficial image of a snapshot in time.
55. The Claimant also relies on the fact that the Claimant brought the divorce on the grounds of unreasonable behaviour rather than five years separation. The Claimant's solicitor gives the date at which the marriage broke down as late 2016 in correspondence with the Deceased's solicitors in relation to the divorce.
56. I did not find any of the documentary evidence submitted conclusive as to the state of the relationship between the Claimant and the Deceased. Overall, however, I consider that it tends towards supporting the Claimant's account over that of the First or Second Defendant.
57. The Claimant gave a clear and consistent account of the relationship up until late 2016 in her oral evidence. The First and Second Defendants' evidence, and that of Mr Anderson, was based on conversations with the Deceased and observations of the Deceased's interactions with the Claimant. Their account, which clearly can offer only a limited insight, was of the Deceased seeking to portray to the outside world a happy relationship while recognising privately that it was over. The Second Defendant spoke of the Deceased's ongoing love for the Claimant and desire to make the marriage work.
58. It is not necessary for the purposes of the analysis under the 1975 Act for me to determine a precise date on which the Claimant and the Deceased separated; nothing turns on that. For the purposes of my consideration of the section 3 factors as a whole, I find that the Claimant and Deceased's relationship, whilst unusual in many respects, did subsist in some form until late 2016.
59. Related to the question of the duration of the relationship, there was substantial dispute as to the extent to which the Claimant remained financially dependent on the Deceased following her move to Manchester with William. The First and Second Defendant argue that she was independent, living on student loan, benefits and her earnings, and that latterly she was earning more than the Deceased. The Claimant asserts: that she relied on access to the Santander Account as a joint account until 2014-2015; that the Deceased was guarantor on the property in which she remained as a tenant during the divorce proceedings; and that the Deceased continued to pay for items, including (according to the Deceased's financial statement in the matrimonial proceedings) buying a Mini convertible for the Claimant in 2019.
60. I find that following the move to Manchester, the Claimant continued to be supported to some extent by the Deceased financially, with the Santander Account continuing as a joint account until 2015 and ongoing ad hoc support in the form of the Deceased purchasing items for her and William and being a guarantor for her tenancy. However, the Claimant clearly also supported herself and William through a student loan, benefits and, for some

of the period, part-time work. It is therefore a mixed picture: the Claimant was not completely reliant on the Deceased, but nor is this a case where the Claimant was independently wealthy.

61. Subsequent to the divorce the Claimant sought a financial settlement, but those proceedings were ongoing at the time of the Deceased's death. The Claimant argues that the proceedings would have concluded but for the non-disclosure by the Deceased. The inadequacy of the Deceased's disclosure in those proceedings was borne out by the evidence in this case, not least the First Defendant's clear evidence that he sold (in his capacity as administrator) a car belonging to the Deceased (the Humber Super Snipe) which the Deceased had not disclosed in his financial statement for the matrimonial proceedings.

*S3(1)(e) the size and nature of the net estate*

62. The Deceased died intestate. Accordingly, subject to the Claimant's claim, the Estate will be divided equally between the four Defendants under the laws of intestacy.
63. The financial statement of the First Defendant gives the net value of the Estate, including 47 Princes Street, as £297,155.97. The First Defendant has provided a valuation of 47 Princes Street as £240,000. Half of that is £120,000. Accordingly, the net value of the Estate excluding the Claimant's share of Princes Street is around £177,155.97.

*Section 3(1)(f) Any physical or mental disability of an applicant*

64. As above the Claimant submits that she has illnesses which restrict her earning potential.

*Section 3(1)(g) Any other matter... which ... the Court may find relevant*

65. It is relevant that this is a case where the Claimant finds herself in the unfortunate position of the Deceased having died prior to the conclusion of the matrimonial proceedings and thus having no final order or settlement in those proceedings.

*S3(2)(a) the age of the applicant and the duration of the marriage*

66. The Claimant is 50 years old; she was married to the Deceased for 18 years.

*S3(2)(b) the contribution made by the applicant to the welfare of the family of the Deceased, including any contribution made by looking after the home or caring for the family*

67. The Deceased and Claimant's son, William, who has Asperger Syndrome, lived with the Claimant in Manchester from 2008 until recently. The Claimant was his primary carer throughout his childhood and still provides him with support given his medical needs.

*The threshold question: conclusion*

68. Having carefully considered the evidence in relation to each of the section 3 factors above, it is my view that the law of intestacy does not make reasonable provision for the Claimant. I have reached this conclusion having regard to the matters and analysis set out above, including the following.
  - a. The Claimant was married to the Deceased for 18 years, a majority of her adult life (s3(2)(a)).
  - b. The Claimant and Deceased's son lived with her from 2008 until recently and she was his primary carer (s3(2)(b)).

- c. The Claimant was not independently wealthy and was financially dependent, at least for the first half of the marriage, on the Deceased. The Claimant lost the opportunity to obtain a financial order or settlement following the divorce (s3(1)(d) / s3(1)(g)).
- d. The Claimant is experiencing financial hardship, in particular insecurity of housing, and will continue to do so notwithstanding my finding as to her equity in 47 Princes Street (s3(1)(a)).
- e. Under the law of intestacy, as a former spouse, the Claimant receives nothing.

69. I consider that in all the circumstances of the case, reasonable provision for the Claimant's maintenance would have amounted to securing the Claimant's housing needs. The fact that the Claimant lived physically apart from the Deceased from 2008 does not alter my conclusion. It is relevant in such regard that I have found that their relationship subsisted in some form until late 2016.

*The provision question: conclusion*

70. Having found that the law of intestacy does not make reasonable provision for the Claimant I have gone on to consider whether I should exercise my discretion to make any order under section 2 of the 1975 Act. Whilst acknowledging the relatively modest size of the Estate and that there are four beneficiaries under the laws of intestacy (but noting that I have been given no evidence as to their respective financial needs) I have decided nonetheless that provision ought to be made for the Claimant given my analysis of all the section 3 factors above, including the Claimant's financial situation, and in particular her pressing housing needs.

71. I have decided that the appropriate way to secure the Claimant's housing needs is to order the remaining share of 47 Princes Street to be transferred from the Estate to the Claimant.

72. I do not judge it to be appropriate to make any additional provision for the Claimant given the size of the Estate and given that the Claimant is able to work and continues to have some earning potential such that, once her housing needs are secured, she will be able to support herself.