Neutral Citation Number: [2021] EWHC 1055 (Ch)

Case No: HC-2015-004200

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
PROPERTY TRUST AND PROBATE (ChD)

Royal Courts of Justice, Rolls Building
Fetter Lane, London, EC4A 1NL

Date: 26 April 2021

Before:

DEPUTY MASTER MCQUAIL

Between:

(1) ANDREW IAIN TOLMIE **(2) JUDITH WEINGARTEN**	**Claimants**
- and -	
(1) PIA ELIZABETH TAYLOR **(2) DENNIS JOSEPH MASSEY**	**Defendant**

Stephen Moverley Smith QC (Direct Professional Access) for the Claimants
Dennis Massey in person

Hearing dates: 24 February and 4 March 2021

Approved Judgment

Covid-19 Protocol: This judgment was handed down by the judge at a Teams Hearing, by circulation to the parties' representatives by email and release to BAILII. The date and time for hand down is deemed to be 26 April 2021 at 11:00am

Deputy Master McQuail:

Background

1. These proceedings were commenced by the Claimants, Andrew Tolmie ("Mr Tolmie") and Judith Weingarten ("Dr Weingarten") the current trustees of the Nicholas Savage Foundation ("the Trust"), by Claim Form dated 5 October 2015. They claimed against the First Defendant, Pia Taylor or Massey ("Mrs Massey") repayment of monies belonging to the Trust and received by her.

2. After judgment was obtained against Mrs Massey the Claimants sought and were granted on 15 February 2019 by HHJ David Cooke sitting as a High Court Judge an Ancillary Order which, inter alia, joined Mrs Massey's husband, Dennis Massey ("Mr Massey"), as the Second Defendant to the proceedings, and a Freezing Injunction ("the Freezing Injunction") against both Mrs Massey and Mr Massey. The Ancillary Order and the Freezing Injunction and other Orders in the proceedings have required Mr and Mrs Massey to provide extensive financial disclosure

3. This is the trial of the Claimants' claim that certain funds and a share in a car registered in the name of Mr Massey are held on trust for Mrs Massey with the consequence that they would be available for execution. The Claimants claim too that part of the funds belonging to Mrs Massey have been expended by Mr Massey in funding his own legal costs in the current proceedings and that that use of the funds gives rise to a debt owed by Mr Massey to Mrs Massey also amenable to execution.

4. On 28 November 2019 Mr David Rees QC, sitting as a Judge of the Chancery Division, ordered the service of pleadings, to be accompanied by documents relied upon, in the Claimants' claim against Mr Massey. The Claimants served Points of Claim dated 9 January 2020 with accompanying documents, the Second Defendant served Points of Defence dated 4 February 2020 unaccompanied by any documents and the Claimants' Points of Reply dated 21 February 2020 were accompanied by further documents.

5. Master Shuman gave directions for the trial of the issues raised by those pleadings on 26 November 2020. Those directions included directions to agree a list of issues for trial and to disclose any additional documents, not otherwise disclosed or in evidence, in relation to the issues for trial, by 31 December 2020. In addition, the parties were directed to exchange any further witness statements limited to the issues for trial by 29 January 2021.

6. The parties were able to agree a list of issues for trial.

7. They were also able to agree the content of a trial bundle, It includes: Mr Tolmie's first affidavit dated 10 February 2017 and his twenty-first, twenty-second and twenty-third witness statements dated 4 March 2019, 1 April 2019 and 14 July 2019 respectively; Mr Massey's first affidavit dated 22 February 2019 and his first, third and fourth witness statements dated 5 March 2019, 26 March 2019 and 16 July 2019 respectively;. Also included are Mr Massey's unsigned tenth witness statement bearing the date 27 January 2021 and Mrs Massey's unsigned witness statement of the same date. The documents accompanying the Claimants' pleadings and relevant

selections of documents exhibited to the various affidavits and witness statements are also included in the bundle.

Parties and Representation

8. Mr. Tolmie acts in person on behalf of himself and Dr. Weingarten. At this hearing he instructed Mr Moverley Smith QC to represent the Claimants. Mr Tolmie lives in Pisa, Italy.

9. Mr Massey has acted in person since 26 January 2021, when he filed a notice that Glanvilles Damant Legal Services Limited of Newport, Isle of Wight had ceased to act for him. Mrs Massey is not represented and has taken part in the trial only as a witness. Mr and Mrs Massey live together on the Isle of Wight.

The Hearing

10. The trial was listed for one day on 24 February 2021. Mr Massey wrote to the Court on 8 February requesting that, because Mrs Massey's health would make travel from their home in the Isle of Wight to London and back in one day impossible, the trial be conducted remotely or adjourned until after lockdown restrictions are lifted. As a result Deputy Master Rhys made a direction that the trial would take place remotely by Microsoft Teams.

11. The hearing commenced as scheduled on 24 February 2021. At the outset of the hearing, conscious of the unusual circumstances in which Mr and Mrs Massey would be giving their evidence, that is by a Teams link from a single computer at their home, I explained to them that during the course of each giving their evidence they must not communicate with each other or with anyone else about their evidence and that they must not refer to documents other than the Court bundle with which they confirmed they had been supplied.

12. Mr Moverley Smith opened the case and was about to call Mr Tolmie to give evidence when it became apparent that Mr Tolmie's link to Teams did not enable him to join the hearing by sound and video in a workable manner. If he could join at all, his video link kept freezing, and he intermittently dropped out of the hearing completely. I adjourned the hearing until either Mr Tolmie was able to resolve his connection problem or he was able to travel to London and attend Court in person so that Mr Massey had a fair opportunity to cross-examine him.

13. Fortunately, Mr Tolmie found a solution to his technology issue and the adjourned hearing was listed for 4 March 2021.

14. I was satisfied at the adjourned hearing that, although the video links did freeze occasionally, Mr Tolmie, Mr Massey, Mrs Massey, Mr Moverley Smith and I were able to hear and be heard, to see and be seen and that Mr Massey and Mr Moverley Smith were able to cross-examine the opposing witness(es) to the extent that they wished and that the overall process of the giving of evidence by each of the witnesses was fair as was the process of Mr Moverley Smith and Mr Massey making their submissions.

15. I was satisfied also that neither Mr Massey nor Mrs Massey improperly affected the process of the other giving evidence. Although Mr Massey did produce

extra documents that were not in the Court bundle during the course of his evidence, those documents were supplied to the Court and to Mr Moverley Smith as I explain below.

Background

16. The course of the proceedings between the parties is set out in Mr Tolmie's first affidavit.

17. A judgment in default of acknowledgment of service in the sum of £7,567,218.38 was entered on 6 December 2016. Mrs Massey subsequently claimed that the proceedings had not been served upon her. The default judgment was set aside by consent. Mrs Massey with Mr Massey's assistance instructed Hunters solicitors to act and that firm made an application dated 14 February 2017 on her behalf for summary judgment or to strike out the proceedings. On 11 August 2017 a notice that Hunters had ceased to act for her was filed. Mrs Massey took no further steps to pursue her application or defend the proceedings.

18. A second default judgment in the total sum of £7,613,510 inclusive of costs ("the Money Judgment"). was entered against Mrs Massey on 22 November 2017. No part of the Money Judgment has been paid.

19. In related proceedings in the Royal Court in Jersey and in the Central London County Court judgments were entered for the Claimants against Mrs Massey in the sums of £45,766.89 in 2014 and £61,337.47 in 2015 respectively. No part of those judgments has been paid.

20. Mr Tolmie's first affidavit goes on to set out what he describes as a pattern of evasion by Mrs Massey in relation to the proceedings and the Claimants' attempts to enforce the Money Judgment.

21. From the documents disclosed pursuant to Court Orders in the proceedings, Mr Tolmie has been able to construct a detailed financial history for Mrs Massey and Mr Massey. The following are the key points he makes:

(i) (paragraphs 32 and 37 of Mr Tolmie's first affidavit) considerable sums of money were paid from Mrs Massey's bank accounts at Coutts to accounts in Mr Massey's name between 2002 and the beginning of 2017 amounting to some £750,000 plus some €137,000;

(ii) (paragraph 14 of Mr Tolmie's twenty-first witness statement) at the beginning of 2017 Mr Massey's only bank account was that numbered 12424660 at the Cirencester branch of Lloyds Bank ("Lloyds Account 660") and the balance on 3 January 2017 was £361.99;

(iii) (paragraph 26 of Points of Claim) Mrs Massey transferred the sums of £50,000 on 30 Janaury 2017 and £16,000 on 6 February 2017 to Lloyds Account 660;

(iv) (paragraphs 37 and 38 of Mr Tolmie's first affidavit) the statements for Lloyds Account 660 show that it was been used as the source of funding for Mrs Massey and Mrs Massey's living expenses since 2017;

(v) (paragraph 13 of Mr Tolmie's twenty-first witness statement) Mr. Massey's own regular income since 2002 appears to be limited to his Police

pension and (paragraph 23 of Points of Claim) since July 2019 also his state pension.

Mr Massey's Evidence about Assets and Their Ownership

22. Under paragraph 9(1) of the Freezing Injunction Mr Massey was required to disclose his assets wherever situated, over £1,000.

23. In Mr Massey's first affidavit he purported to provide disclosure in accordance with the Freezing Injunction and Ancillary Order, including listing his own assets as:

(i) £28,280 "in my English account";

(ii) $137,000 in my Isle of Man account":(it is Mr Tolmie's unchallenged evidence that at the then rate of exchange of $1= £0.76 this equates to £104,120);

(iii) a Mercedes car registration number DB56 AML ("the Car") valued at £15,000.

24. In paragraph 12 of Mr Massey's first witness statement he provided a list of the addresses at which he and Mrs Massey had lived since 2000, he provided further detail about sale and purchase prices in paragraph 5 of his third witness statement. His evidence about the properties at which he and Mrs Massey have lived is to the following effect:

(i) 2000- 2009 - The Manse, Long Newnton, Tetbury "I believe purchased by [Mrs Massey] as part of her divorce settlement in about 2003 (sic)." Sold in 2010 for £925,000;

(ii) 2009 - 2011 - Rented apartments in Brussels and Normandy;

(iii) 2011-2015 "[Mrs Massey] purchased and we lived at Les Perrelles, …, Normandy (utilising sale proceeds of The Manse)", the purchase price of Les Perrelles was €750,000;

(iv) 2015-2017 "[Mrs Massey] sold Les Perrelles and purchased 469 Route de Deauville Glanville where we lived." It was purchased for €750,000 and sold in July 2017 for €304,000.

(iv) 2017 to date - rented properties on the Isle of Wight.

I shall refer to the three properties that were purchased as "the Manse", "Les Perelles and "Glanville" respectively and to all three as "the Properties."

Mr Massey's Claim to a Beneficial Interest

25. Mr. Massey's claim to a half share of the proceeds of sale of one or more of the Properties is put in various ways.

26. In paragraph 5 of his third witness statement he says:

(i) of the Manse, that he and Mrs Massey "both contributed to the cost of running our home, repairing and improving it so far as our incomes would allow… Whatever I earnt I put into our joint home or our joint lives. We were a partnership; a team. I relied on our joint approach to our incomes, the home and our lives. I did not therefore fund the purchase of any alternative property or pension… This property was our home and I maintained it. I believed and was encouraged to by my wife, that it was and would always be our home";

(iii) of Les Perrelles, that he relied upon Mrs Massey's assurances and promises "by not ensuring that the deeds were in our joint names, purchasing a property in my own name, accruing highly paid work or a pension"; and
(iv) as regards Glanville, that it was purchased in Mrs Massey's name "for the same reasons."

27. In paragraph 9 of that statement he says of the proceeds of sale of Glanville:

"at least half of the funds were mine anyway from the sale of our homes over the years and the releasing of funds by downsizing. I had relied on being supported by such funds which were evidently treated as joint from our joint course of dealing… Had I known that the funds were allegedly not my wife's I would have conducted my own financial affairs very differently. I would have purchased a property that I could call home. I would have built up my antique business or started another business and I would have paid into a pension."

28. In his Points of Defence he says:
(i) (paragraph 8) that he worked as a taxi driver and antiques dealer during his cohabitation with Mrs Massey;
(ii) (paragraph 20a) that he assisted Mrs Massey in her business as an antiques dealer;
(iii) (paragraph 20b) that he acquired a beneficial interest in successive houses in which they cohabited by carrying out repairs and maintenance and contributing to joint expenditure;
(iv) (paragraph 20b) that assurances were made by Mrs Massey that "what was hers was his", that "half of Les Perrelles was his" and there was "a joint understanding and agreement that everything was jointly owned";
(v) (paragraph 20b) that he relied on those assurances in not investing in his own property, or a pension or seeking higher paid employment;
(vi) (paragraph 20b) he and Mrs Massey lived off their joint incomes and Mrs Massey's savings and investments;
(vii) (paragraph 20c) his current funds derive from his own funds and funds gifted to him by Mrs Massey.

29. In his January 2021 witness statement he refers to:
(i) (paragraph 11) extensive works of decoration and repair to the Manse by him personally and by friends at advantageous rates;
(ii) (paragraph 12) his earnings as a taxi driver in a friend's business in Bristol from 1997;
(iii) (paragraph 13) his involvement in Mrs Massey's antique business in Tetbury;
(iv) (paragraph 15) Mrs Massey telling him that "what was hers was mine. I believed her promises and relied upon them. I did not need a house of my own because, as far as I was concerned, I had my share of the Manse. I believed that [Mrs Massey] and I owned the Manse jointly as [Mrs Massey] had assured me that this was the case."
(v) (paragraph 16) being advised by a French notaire at about the time Les Perrelles was purchased that if either Mr or Mrs Massey were to die while they were not married the survivor would incur a substantial IHT liability. He says

that it was as a result of this advice that he and Mrs Massey married in Cirencester in March 2011; and concludes
(vi) (paragraph 19) that it can be seen from what he has said that "I have always had a 50% ownership of property from the outset and that interest has followed through the sales and re-purchases of the properties set out above."

Mr Massey's Evidence of a Gift of the Proceeds by Mrs Masssey

30. Mr Massey acknowledges, in paragraph 23 of his first witness statement, that funds were transferred into his account by Mrs Massey and that she has always had access to that account by means of bank cards and pin numbers.

31. In paragraph 7 of his third witness statement he describes the position in 2017 as follows:

> "my wife was engaged in the Court proceedings and she had instructed Hunters Solicitors. She eventually had to "walk away" from the Court proceedings due to:-
>
> her deteriorating health; and
>
> she could no longer afford the legal costs for defending herself. She had paid £43,000 and was being asked for a further £170,000 on account."

32. In paragraph 8 of his third witness statement he explains that Glanville was sold in July 2017 for €304,000 and that by then Mrs Massey no longer felt able to manage her financial affairs and transferred all her savings, being the remainder of the proceeds of Glanville ("the Proceeds") to him "as a gift to say thank you for being her husband, friend and carer".

33. It is apparent from the Bank Statements in the trial bundle that the transfer of the bulk of the Proceeds was effected by a transfer from Mrs Massey to Mr Massey's newly opened account numbered 33935401 held at the Douglas Isle of Man branch of Lloyds Bank ("the Isle of Man Account") of €200,0000 on 21 July 2017 and that she made a further transfer on the same date of €60,000 to Mr Massey's account numbered 23854354 held at the Southampton Row Branch of Metro Bank ("the Metro Bank Account"). The €60,000 was transferred in two tranches of €30,000 from the Metro Bank Account to the Isle of Man Account during August 2017.

34. In paragraph 17 of Mr Massey's third witness statement and paragraph 23 of Mr Massey's tenth witness statement he explains how the purchase of the Car was funded in October 2017. £9,500 of the purchase price of £19,500 came from the Proceeds that had been paid into the Isle of Man Account.

Permitted Expenditure

35. The Freezing Injunction initially allowed Mr and Mrs Massey to spend £500 per week on joint living costs. On 8 March 2019 Nugee J permitted an additional sum of £619.52 to be spent on an electricity bill. The weekly amount was increased to £700 by Fancourt J on 4 April 2019. On 14 December 2020 Judge Jonathan Richards permitted £9,080.16 to be spent on settling a credit card bill and for rent of £1,000 per month to be paid as from 1 December 2020. At the date of the trial the total permitted expenditure was: 5 x £500 + 100 x £700 + £619.52 + £9,080.16 + £4,000 = £86,199.68 ("the Permitted Expenditure").

Legal Fees

36. In addition, Mr. Massey has been permitted to spend the following sums on legal fees:

(i) £10,000 (Nugee J, 8 March 2019);
(ii) £30,000 (Fancourt J, 4 April 2019);
(iii) £21,000 (Mark Anderson QC, 24 July 2019).

Further, Judge Jonathan Richards gave Mr Massey permission to spend a further £53,290 on legal fees. It is agreed between Mr Massey and Mr Moverley Smith that only a further £18,180 has been spent, making a total of £79,180 expended by Mr Massey on legal costs since the Freezing Injunction. ("the Legal Fees").

Pension Income

37. Mr Moverley Smith and Mr Massey have been able to agree schedules showing that from 1 January 2017 to 5 February 2021 Mr Massey received a total of £11,954.90 by way of his state pension (all of which post-dates the Freezing Injunction) and £33,372.97 from his Police pension (of which £15,772.90 post-dates the Freezing Injunction), while Mrs Massey received a total of £26,170.40 by way of her state pension (of which 12,736.98 post-dates the Freezing Injunction).

The Issues

38. It is not in dispute that Proceeds of €304,000 were paid to Mr Massey in July 2017 or that the then conversion rate was £1 = €1.13 so that the Proceeds were equal to £269,026. Since their receipt by Mr Massey the Proceeds together with pension payments received by Mr and Mrs Massey and other funds have been used to fund Mr and Mrs Massey's living expenses and the Legal Fees. What remains at the date of trial ("the Current Balance") is in Lloyds Account 660.

39. Mr. Massey claims that he had a half share in the Proceeds before or upon the sale of Glanville and that at the time of the sale he was also gifted Mrs. Taylor's half interest in those Proceeds or that, if he previously had no share, she made a gift of the whole of the Proceeds to him.

40. The following issues arise:

(i) Was any gift made to Mr Massey by Mrs Massey of the Proceeds in or about July 2017?
(ii) If a gift was made to Mr Massey, should it be set aside under s. 423 Insolvency Act 1986?
(iii) If the answer to (a) is no or (b) is yes, did Mrs Massey have a 100% interest in the Proceeds or, as Mr. Massey contends, a 50% interest?
(iv) What interest does Mr Massey have in the Current Balance?
(v) Do the Legal Fees represent a debt owed to Mrs Massey by Mr Massey?

41. There is a further issue as to the beneficial ownership of the Car. For the purposes of this trial the Claimants are prepared to limit their claim to a 95/195 interest. They say that as this claim depends on the status of the Proceeds it succeeds or fails depending on the outcome of the issues in the preceding paragraph.

Gift

42. An *inter vivos* gift is a voluntary transfer of any property from the true owner to another person with the full intention that the thing shall not return to the donor, see *Halsbury's Laws of England/Gifts* Volume 52 at paragraph 201.

Insolvency Act 1986: Setting A Gift Aside under the terms of the Insolvency Act 1986

43. Section 423 Insolvency Act 1986 ("IA") provide relevantly as follows:

"(1) This section relates to transactions entered into at an undervalue; and a person enters into such a transaction with another person if–

(a) he makes a gift to the other person…

..

(2) Where a person has entered into such a transaction, the court may, if satisfied under the next subsection, make such an order as it thinks fit for –

(a) restoring the position to what it would have been if the transaction had not been entered into; and

(b) protecting the interests of persons who are victims of the transaction.

(3) In the case of a person entering into such a transaction, an order shall only be made if the court is satisfied that it was entered into by him for the purpose–

(a) of putting assets beyond the reach of a person who is making, or may at some time make, a claim against him, or

(b) otherwise prejudicing the interests of such a person in relation to the claim which he is making or may make

…

(5) In relation to a transaction at an undervalue references here and below to a victim of a transaction are to a person who is, or is capable of being, prejudiced by it; and in the following two sections the person entering into the transaction is referred to as "*the debtor*"

44. Section 424 Insolvency Act 1986 provides relevantly as follows:

"(1) an application for an order under section 423 shall not be made in relation to a transaction except–

…

(c) ...by a victim of the transaction.

45. Section 425 Insolvency Act 1986 provides relevantly as follows:

"(1) without prejudice to the generality of section 423, an order made under that section with respect to a transaction may (subject as follows)–

(a) require any property transferred as part of the transaction to be vested in any person…

(b) require any property to be so vested if it represents, in any person's hands, ..money so transferred"

46. For a transaction to be caught by s.423 IA it is not necessary that the prohibited purpose be the sole or even dominant purpose of the transaction. It needs rather to be a substantial purpose, see *JSC BTA Bank v Ablyazov* [2019] BCC 96.

Beneficial Interest

47. Mr Moverley Smith directed me to the helpful summary of the principles applicable to the determination of a claim to a beneficial interest in property by means of the doctrine of constructive trust in *Lewin on Trusts* (19th Edition) at paragraphs 10-062, 63, 67, 69 and 72. Since the date of the hearing the 20th Edition has been published; the equivalent paragraphs in the new edition bear the same numbers and are in materially the same terms. I summarise the key points in the following paragraph.

48. When a claim is made by a person to displace the presumption that the beneficial ownership of property follows the sole legal ownership in a case where there is no express declaration of trust that person will have the burden of displacing the presumption. In considering the constructive trust claim, the following questions must be addressed:

(i) Is the case within the domestic context, such that the common intention doctrine applies?

(ii) Is there evidence of an actual common intention, in the form of an agreement, arrangement or understanding between the parties that the beneficial ownership should not follow the legal ownership, either at the date when the property was first acquired or at some later date?

(iii) In the absence of such a common intention, can an agreement, arrangement or understanding to this effect be inferred from the whole of the parties' conduct? An inferred intention is, in the case of each party, the intention which was reasonably understood by the other party to be manifested by that party's words and conduct notwithstanding that he did not consciously formulate it in his own mind and even where he acted with some different intention which he did not communicate to the other party. Such an intention may be easily inferred where there is a direct financial contribution to the purchase price, to mortgage instalments or the cost of significant improvements to the property, or by way of substantial contributions to the legal owner's business. An intention may also be inferred from the sharing of expenditure in the context of a family home.

(iv) Has the claimant acted to his detriment in conscious reliance on the claimed common intention? Has he done something he could not reasonably be expected to do unless he was to have an interest in the property? Has changed his position in some substantial way in reliance on the common intention so that repudiation by the other party would be unconscionable

(v) If there is an actual common intention, does it extend, either expressly or by inference, to the shares in which the property is to be beneficially owned?

(vi) If the common intention does not extend to the shares in which the property is to be beneficially owned, what is a fair share having regard to the whole course of the parties' dealing in relation to the property, and to both financial contributions and other factors?

Proprietary Estoppel

49. Mr Moverley Smith referred me also to paragraph 10-082 of *Lewin on Trusts* (19th Edition) dealing with the acquisition of an interest in property under the doctrine of proprietary estoppel The equivalent paragraph bears the same number and is in materially the same terms in the new edition.

50. The passage explains that a person may also acquire an interest, in property by virtue of an equity arising through proprietary estoppel. The doctrine applies where one person encourages, or acquiesces in the reasonable belief of, another that the other will acquire some right over his property, where the other person acts to his detriment in reliance on the belief. The estoppel arises from the doctrine that equity is concerned to prevent unconscionable conduct, and it is that which determines whether an award should be made.

The Witnesses

51. Mr Tolmie was called to give evidence and confirmed the content of his affidavit and witness statements in the trial bundle. Mr Massey cross-examined him briefly but did not challenge him in relation to matters relevant to the issues to be determined at this trial.

52. Mr Massey gave evidence on his own behalf in defence of the Claimants' claim. He confirmed the content of his own affidavit and his witness statements, including the unsigned one in the trial bundle. Mr Moverley Smith cross-examined him and I set out in more detail below what transpired from that cross-examination.

53. Mr Massey called Mrs Massey to give evidence in support of his defence and she was also the subject of cross-examination as I describe further below. Before he called Mrs Massey, Mr Massey expressed concern that she had had alcohol to drink and might be asleep and unable to give her evidence. As it turned out Mr Massey was able to wake Mrs Massey and, although at various points she said that she could not remember what had occurred, she gave her evidence in a manner that did not display any inability to understand what she was being asked or to express her answers coherently. She too confirmed the content of her unsigned witness statement in the bundle.

Legal Ownership of Mr and Mrs Massey's Homes

54. It is convenient to deal first with the evidence as to the legal ownership of Mr and Mrs Massey's successive homes together as it appeared to be at the start of the trial.

55. The Manse was bought for Mrs Massey as part of the financial settlement on divorce from her first husband, Mr Taylor, and was registered in her sole name. Some years after the purchase, in about 2000, Mr Massey began to cohabit with Mrs Massey at the Manse.

56. The Manse was sold in 2010 for £925,000 and Les Perrelles was bought for €750,000 in Mrs Massey's sole name.

57. Les Perrelles was sold in 2015 and Glanville was purchased for €460,000 again in Mrs Massey's sole name. Glanville was sold in July 2017 for €304,000.

58. That history of successive purchases, prices and, in particular, registration in Mrs Massey's name appeared at the outset of the hearing to be common ground as it was consistent with Mr Massey's first and third witness statements.

59. It was consistent also with Mr Massey's explanation in his third witness statement that the purchase of Les Perrelles was in the sole name of Mrs Massey "simply because the funds from the sale of the previous property were in her sole name" and that the purchase of Glanville was in the sole name of Mrs Massey "again this was my home as much as my wife's and I relied on her assurances and promises by not ensuring that the deeds were in our joint names."

60. The only documentary evidence Mr Massey disclosed in advance of the hearing were two letters about Mrs Massey's health, receipts from an auction house in Winchester for the sale of various chattels in the period 2015 to 2017, a receipt for the sale of a Fiat car in 2017 and copies of his own and Mrs Massey's wills from 2016.

Cross-Examination of Mr Massey

61. When questioned Mr Massey initially said that he had no documents other than those he had disclosed and which were included in the bundle. He said that he had no tax returns because he had never needed to file tax returns as his Police pension was paid with tax already deducted.

62. In relation to the Manse Mr Massey confirmed that his maintenance work at that property had been carried out before he had moved in to cohabit with Mrs Massey in 2000.

63. In relation to his work as a taxi driver Mr Massey confirmed that once he had moved in with Mrs Massey it was difficult to be away, particularly at night, and so the income from this source was not significant. He also agreed that any sums he had earned could not have been huge or that he would have needed to file a tax return.

64. Mr Massey agreed that his only bank account when he moved into the Manse was Lloyds Account 660. He agreed that the running costs and expenses at the Manse were paid by direct debit from Mrs Massey's Coutts account and that he was not the source of the funds in that account. He confirmed what he had said in his tenth witness statement that his taxi and antiques businesses paid in cash which did not go into any bank account.

65. When reminded of entries in his bank statements for Lloyds Account 660 during 2017 Mr Massey agreed that these showed a total sum of £16,170.74 going into the account from a Winchester auction house and that this matched the total of the receipts from the auction house that he had produced. His explanation was that when he was buying and selling things he dealt in cash, but when items were sold through the auction house the proceeds were paid into his bank account. He agreed that he had produced no documentation relating to any cash antiques business. He explained also that some of the items sold at auction belonged to Mrs Massey.

66. Mr Massey agreed that, apart from the receipts from the Winchester auction house he was therefore in no position to make any financial contribution while living at any of the properties other than from his Police pension.

67. Mr Massey accepted Mr Tolmie's figures, namely that he received approximately £750,000 from Mrs Massey's Coutts account into Lloyds Account 660 between about 2002 and 2017 and a further €137,900 going from Mrs Massey's

Coutts accounts to an account in Mr Massey's name at a BNP branch in Deauville after 2011. He explained that he would pay for joint expenditure on his Amex card and Mrs Massey would transfer money to enable him to settle the bill.

68. In relation to his own finances Mr Massey agreed that by about 2002 the only capital he had had, namely a £25,000 lump sum on retirement from the Police, had been spent and that his Lloyds Account 660 was overdrawn in January 2002.

69. When questioned about the discussions he said that he and Mrs Massey had had about ownership of the Manse, Mr Massey was unable to identify any particular discussion at any particular time about such ownership. He referred to Mrs Massey saying "what is yours is mine" and to "an agreement, not a written agreement" that he would have a half share of the Manse and "lots of discussions."

70. Mr Massey was unable to explain why, given Mrs Massey's poor health and his own previous experience of divorce, he did not take steps to ensure his claimed interest was recorded. He suggested that the wills he and Mrs Massey made would show he had an interest in the properties. No wills earlier than ones dated 2016 have been produced. Those wills make gifts of the entirety of each of the first of Mr and Mrs Massey's estate to die to the survivor but they give no indication of the beneficial ownership of any property.

71. In relation to Mr Massey's claim that, but for the assurances about his ownership of the properties he would have bought another property or funded a pension, it was pointed out that he did not have the funds to do either of those things, Mr Massey's response was that he would have gone out to work or expanded his antiques business.

72. When challenged as to whether he had a genuine understanding that he had an interest in the properties Mr Massey asserted that he did and that Mrs Massey had that understanding too.

73. As to timing Mr Massey said that he became entitled to a share when Les Perrelles was bought, because at that time he and Mrs Massey took a joint decision about how much to spend and on what house. He agreed that the Manse itself was Mrs Massey's property and if it had been sold (implicitly without any replacement home for himself and Mrs Massey being bought) he would have walked away and not claimed any share, he said "out of principle."

74. Mr Massey agreed with Mr Moverley Smith that when the Manse was sold he did not receive 50% of the proceeds and that the proceeds were used in part to fund the purchase of Le Perrelles in Mrs Massey's sole name. When asked why it was not bought in his name as well Mr Massey said that his name was on the deeds or paperwork

75. When it was pointed out that this contradicted what had been said in his witness statements Mr Massey asserted that one or both of Les Perrelles and Glanville had been registered in his name as well as in Mrs Massey's name. Mr Massey said that he had recently seen the documents to prove this and thought they were in the room from which he was speaking, although he could give no satisfactory explanation

of why he had not produced these documents to his solicitors or to comply with the directions for this trial.

76. Over the short adjournment Mr Massey produced five pages of documents from French conveyancers dating from 2015 to 2016 which he said showed that he had been a joint owner of Les Perrelles or Glanville. Mr Moverley Smith also produced copies of entries from the French Cadastre which he said showed Mrs Massey was the sole proprietor of Les Perrelles and Glanville. Since the issue could not have been anticipated to have been live given the content of Mr Massey's witness evidence I allowed each side to adduce their documents notwithstanding they were not disclosed in accordance with the directions for trial.

77. When questioned about the documents he had produced Mr Massey acknowledged that in fact all that they showed was that Mrs Massey, the sole vendor of Les Perelles and the sole purchaser of Glanville, was described in them as being married to Mr Massey.

78. When it was put to Mr Massey that because of her access to his accounts through bank cards and PINs, any money paid to him by Mrs Massey could always be retrieved, Mr Massey agreed.

79. Mr Massey was asked when the decision was made to sell Glanville. He explained that the decision was precipitated by Mrs Massey's mental and physical ill health and a wish to return to England, but he said he could not remember when. He said he could not remember whether the decision was taken before or after he had discovered about the first default judgment. Although initially he thought it was before, when reminded that that was in December 2016 he said that it was definitely before that. He said that it took some time to sell. He denied that the drop of €200,000 between the purchase price and the sale price was because it was a quick sale. He confirmed that he and Mrs Massey moved to the Isle of Wight in March 2017, some time before the sale.

80. When it was put to him that the reason for the sale was the judgment against Mrs Massey, his answer was that he would expect that was what would be said to him and that he was not going to give another reason.

81. When he was asked when he and Mrs Massey became aware of the first default judgment, Mr Massey was unable to give a date. He agreed that Mrs Massey would have told him immediately she became aware of the first default judgment but he could not recall when or how she learned of it.

82. When asked what Mrs Massey did about the first default judgment Mr Massey said that she was unable to do anything, and that the judgment was meaningless as he and Mrs Massey did not have any money. He explained that he arranged for Mrs Massey to instruct Hunters in late 2016 or early 2017 and that Mr and Mrs Massey paid them around £50,000 on account of costs.

83. Mr Massey went on to say that by June 2017 Hunters were requesting a further £170,000 to carry on acting, but he said that he and Mrs Massey did not have that money and they did not know what to do. Mr Massey says they were advised by

their solicitor at Hunters that they should either sell Glanville and pay Hunters or sell it and disappear. He went on to say that "it turned out to be wrong advice." He said that at some point while she still owned Glanville Mrs Massey signed an undated notice of change containing the Glanville address and Hunters held onto it while Mr and Mrs Massey made their decision whether to put Hunters in funds. He agreed that they did follow the advice to sell and disappear so that when Hunters filed the notice of change in August 2018 the Masseys left no correspondence address for Mr Tolmie.

84. Mr Moverley Smith suggested to Mr Massey that a possible way of disappearing was to sell Glanville and make sure the Proceeds were not easily available. Mr Massey's answer was "I see where you are going. That wasn't the case". He went on to explain that Mrs Massey could not manage anything any more, that the bank charges at Coutts were astronomical so it was a waste for her to have an account with them and so he took over the entire management of their affairs.

85. Mr Massey explained that €200,000 of the proceeds was remitted to the Isle of Man Account as he did not want to pay the charges a conversion to sterling would entail. He said that he was later advised to convert the account to US dollars.

86. It was put to Mr Massey that at least half the proceeds belonged to Mrs Massey and that what he was doing was looking after them for her. Mr Massey's response was that there was a gift to him, that Mrs Massey wanted him to have the money because he was looking after her. When Mr Massey said that it was "our money" Mr Moverley Smith pointed out that if it was joint money there would be no need for Mrs Massey to make any gift, Mr Massey's response was that it was his money in his account and that he and Mrs Massey talked about that at length, because Mrs Massey could not handle financial affairs and did not want to deal with the money. He added that it was the same when they lived at Glanville. When asked why he had not said anything about there having been a gift before the sale of Glanville Mr Massey explained that there was a discussion about making a gift before Glanville was sold. Mr Massey was then asked if the discussion took place before the decision to sell up and disappear. His response was that it had happened before that.

87. Mr Moverley Smith pointed out that it must have been apparent to Mr Massey that if Mrs Massey decided not to defend the proceedings the Claimants would obtain a judgment against her again and would seek to enforce it. Mr Massey acknowledged that would be the case but when asked whether there would be enforcement against the proceeds of sale of Glanville said that that would be the case only if it had been Mrs Massey's house.

88. Mr Moverley Smith asked Mr Massey if the transfer of funds from Mrs Massey to the Isle of Man Account was made in order to make it more difficult for the Claimants to find the proceeds. Mr Massey's response was that that was not the reason, it was to keep the money in Euros and that there was no reason for him to keep money away from the Claimants as there was no judgment against him and that, although it might seem like it was a way of avoiding execution against the proceeds, that was not the case and that at the time he did not think it was inevitable that there would be a further judgment.

89. When asked if one of the reasons for disappearing was that Mr Massey did not want to be found, Mr Massey responded by saying it was not the reason in the first place. When asked if it was a reason in the second place Mr Massey said that he wished that he and Mrs Massey had paid the solicitors. When asked if it was a reason at all Mr Massey said that the reason was to keep the Proceeds in Euros and have it available when they moved to England.

90. When asked about the Car Mr Massey agreed that £9,500 of the purchase price of £19,000 came from the Proceeds and agreed that the question of the Car's ownership depended upon whether there had been a gift of the Proceeds.

91. In relation to the two transfers in the early part of 2017 from Mrs Massey's Coutts account to Mr Massey on 30 January in the sums of £50,000 and in the sum of £16,000 Mr Massey said he could not remember why they had been made.

Cross-Examination of Mrs Massey

92. Mrs Massey's unsigned witness statement is brief and so far as relevant to the issues simply confirms the evidence of Mr Massey.

93. Under cross-examination Mrs Massey was clear that the Manse was her house provided to her by Mr Taylor as part of their divorce settlement and that Mr Massey had to come to live with her there in about 2000. Mrs Massey also agreed that Mr Massey had little money of his own and that his bank statement showed his account to be overdrawn in 2002, her explanation was that he was awaiting his pension which was his only income. She added that she didn't enquire into his personal finances, as their finances were their separate business.

94. Mrs Massey said that she was unable to remember why she had made significant payments to Mr Massey from 2002 onwards.

95. Mrs Massey said that the Manse had been sold and she and Mr Massey had moved to Brussels because they were told to move abroad. She was clear that the proceeds of sale of the Manse had been paid to her because it was her house and Les Perrelles had been bought in her name because it was bought with her money and the same was true of Glanville.

96. Mrs Massey agreed that she remembered that a judgment for some £7.5m had been obtained against her before the sale of Glanville and that Mr Massey arranged for lawyers to act for her. She said that she could not remember the judgment being set aside or making a decision not to defend the proceedings. She said that there was no question of selling Glanville and disappearing, rather she needed to return to London for reasons of her health and medical care and that following the sale of Glanville they had to start looking for somewhere to live in England.

97. Mrs Massey agreed that the Proceeds were her money, but was unable to remember that she had caused them to be paid to Mr Massey or any reason why she might have done so.

98. Mrs Massey also said that she did not understand that there were other judgments against her either for some £45,000 in Jersey or for some £60,000 at Central London.

99. Mrs Massey denied that she understood when she consulted solicitors after the first default judgment was set aside in the present proceedings, that if she stopped defending it would be reimposed, but was not able to say what she thought would happen.

100. When asked about paying the Proceeds to Mr Massey, Mrs Massey said that she was not handling the paperwork and she could not recall either the fact of doing so or the reason for doing so.

Analysis of the Evidence and Application of the Law

101. Mr Massey's acknowledgement that the French conveyancing documents merely named him as the husband of the sole proprietor of Les Perrelles and Glanville, appeared to be entirely consistent with the Cadastre documents produced by the Claimant. It is consistent also with the content of Mr Massey's own written evidence including his position in advancing an explanation why these properties were not in his name, I therefore reject Mr Massey's claims that either Les Perrelles or Glanville were registered in anything other than Mrs Massey's sole name.

102 Mr Massey was never a joint registered owner of any of the Properties. His suggestion to the Court that he was so registered in relation to at least one of Les Perrelles and Glanville and that he had paperwork to prove it turned out to be false and he admitted that was the case when the paperwork was examined. He cannot have believed what he was saying before the paperwork exposed the position. His conduct in this respect demonstrated a preparedness to give untrue evidence to support a convenient contention until forced by the documentation to accept that it could not possibly be correct.

103. This is a sole name case arising in a domestic context so that the common intention doctrine applies and the burden is on Mr Massey to displace the presumption that Mrs Massey was the sole beneficial owner of each of the Properties.

104. There is no documentary evidence of any actual common intention that beneficial ownership would depart from legal ownership in relation to any of the Properties.

105 So far as the Manse is concerned Mr Massey accepted in evidence that the proceeds of its sale belonged to Mrs Massey and Mrs Massey confirmed that was the position.

106. As regards Les Perrelles and Glanville Mr Massey could not identify any particular occasion or discussion at or during the course of which an actual agreement, arrangement or understanding with Mrs Massey that he should have any beneficial interest was reached. The closest he came was in describing the joint decision to purchase Les Perrelles using part of the proceeds of the Manse, but his description did not go beyond the making of a joint decision that a particular property would be purchased as Mr and Mrs Massey's home and not so far as an arrangement about

ownership. Mrs Massey's witness statement contained no detail of any such occasion or discussion and she was clear when asked that the Properties were hers.

107. I conclude that there never was any actual agreement, arrangement or understanding relating to either Les Perrelles or Glanville that the beneficial ownership was to depart from the legal ownership. While I acknowledge Mrs Massey had difficulty recalling some matters, she was quite clear about the ownership of the Properties, notwithstanding that it would now serve the joint interest of Mr and Mrs Massey if Mr Massey were to be found to have had a beneficial share. In my judgment Mr Massey's evidence as to the occurrence of relevant discussions represents what he now wants to have been the case, just as he wanted to, but could not, establish he was a registered proprietor of either Les Perrelles or Glanville.

108. Absent such an actual agreement, arrangement or understanding can an inferred intention be found? In the case of Mrs Massey, could Mr Massey have reasonably understood Mrs Massey to have manifested such an intention by her words and conduct, even if she did not consciously formulate it in her own mind and even where she acted with some different uncommunicated intention.

109. All that Mr Massey was able to advance in support of such an inferred intention was a claimed contribution to running, repairing and improving the Manse or to the joint costs of living. Mr Massey's evidence of substantial financial contribution evaporated under scrutiny. His contention was unsupported by documentation. Such works as he undertook at the Manse pre-dated his cohabitation there with Mrs Massey. His only significant income during cohabitation at the Properties was his Police pension and he agreed that he had in fact been the recipient of very substantial sums from Mrs Massey over the relevant period and that she had paid the running costs from funds to which he did not contribute. In any event he accepted that the proceeds of the Manse belonged to Mrs Massey.

110. Mr Massey's suggested detrimental reliance on the claimed common intention was that he did not go out to work so that he did not contribute to a pension and did not purchase his own property. Mr Massey produced no evidence of any actual employment or business opportunity that he did not take up. Nor did he provide any explanation why refraining from working might amount to a detriment that he could not reasonably be expected to have suffered in circumstances where Mrs Massey was providing generously for him financially such that it would be unconscionable for Mrs Massey to assert full beneficial ownership of the Properties.

111. Even if Mr Massey had a belief that there was a common intention that he owned a share in the proceeds of sale of the Properties there is no evidence that Mrs Massey shared any such belief or that she manifested any such intention. Her own evidence was to the contrary.

112. In the absence of any material from which to find or infer that there was to be any sharing of the beneficial interest the question of the extent of the sharing of the beneficial interest does not arise.

113. In relation to the proprietary estoppel claim Mr Massey's evidence of any relevant assurances is limited to that relied on in relation to the constructive trust

claim and the evidence of detrimental reliance is similarly limited. For the reasons already explained that evidence is not sufficient to establish an estoppel.

114. The only evidence that the payment of the Proceeds to Mr Massey was a gift is his own bare assertion. On Mrs Massey's part there is an absence of recollection of the matter. Mr Massey's assertion is contradicted by his agreement that Mrs Massey continued to have access to monies paid to him and his acceptance that she could retrieve such money. Since Mrs Massey continued to have access to the money paid to Mr Massey there can have been no full intention that the money would not return.

115. I conclude that the claimed gift of the Proceeds is a construct of Mr Massey's subsequent belief or wish.

116. If I am wrong and Mrs Massey did make such a gift to Mr Massey the decision to make such a gift can only have been made after the decision was made to sell Glanville. Mr Massey's evidence was not that he was gifted a share in Glanville itself but that there was a gift of the Proceeds. Given what Mr Massey says about Mrs Massey's wish not to continue to manage her financial affairs at this time, it is evident that Mr Massey was heavily involved in Mrs Massey's decision making in terms of selling Glanville, returning to live in England and deciding where the Proceeds would be paid. One part of the decisions was whether to use the Proceeds or part of them to pay Mrs Massey's lawyers to defend these proceedings. As Mr Massey said, Mrs Massey's eventual decision was to "walk away" from the proceedings. Mr and Mrs Massey can only have expected and understood that not defending would lead eventually to a substantial judgment against Mrs Massey. Why, otherwise, would they even have considered paying Hunters?

117. Mr Massey referred to Hunters' advice either to pay their further legal fees from the Proceeds or to disappear and he agreed that the decision that was made was to disappear. Mr Massey said that he was not going to give another reason for the sale of Glanville than the judgment against Mrs Massey. He was also unwilling to answer where in the list of reasons for disappearing not being found came, although it evidently featured in that list.

118. A decision to disappear against the background of the legal proceedings, which were to go undefended, combined with the movement of the Proceeds to the Isle of Man Account, lead to the inevitable conclusion that any decision by Mrs Massey to make a gift of the Proceeds to Mr Massey had as a substantial purpose the removal of the Proceeds from the possibility of enforcement by the Claimants. There was no one other than the Claimants and their prospective judgment from whom a disappearance was necessary.

119. In my judgment, if Mrs Massey did make a gift of the Proceeds, a substantial purpose in doing so was to move the Proceeds out of reach of the Claimants, or to prejudice their interests in the current proceedings, even if she had no recollection or understanding of the Jersey and Central London judgments.

Effect of Use of Funds by Mr Massey to pay Legal Costs

120. Since the making of the Freezing Injunction Mrs Massey has been prohibited by its terms from disposing or diminishing the value of her assets whether or not in her own name, whether solely or jointly owned and whether she is interested legally, beneficially or otherwise.

121. Mr Massey has been permitted to make payments of his legal costs by the various orders, but to the extent that they have been paid from funds owned by Mrs Massey he has an obligation to repay those sums to her. Mrs Massey cannot have made any gift to him because of the terms of the Freezing Injunction. Mr Massey is indebted to her in the full amount of the Legal Fees paid from her funds.

Conclusions on the Issues

123. My conclusions on the issues that arise are therefore as follows:

(i) Mrs Massey made no gift to Mr Massey of the Proceeds or any share of them;

(ii) If I had concluded that any gift had been made to Mr Massey, I would have directed it to be set aside under section 423 Insolvency Act 1986;

(iii) Mrs Massey was the 100% beneficial owner of the Proceeds;

(iv) The amount of the Legal Fees paid from Mrs Massey's funds represents a debt owed to Mrs Massey by Mr Massey.

124. The Car, purchased in part from the Proceeds is therefore beneficially owned as to 95/195ths by Mrs Massey.

Consequences

125. Mr Moverley Smith reminds me that where a trustee mixes his own money with money held on trust and then spends the resulting mixed fund, he is treated as spending his own money first: see *Lewin* at 44- 069 in both the 19th and 20th Editions. Mr Massey is accordingly to be treated as having spent his own money within a mixed fund before resorting to money held on trust for Mrs Massey.

126. In order to establish the beneficial ownership of the funds now in Lloyds Account 660 Mr Moverley Smith submits that the convenient starting point is the beginning of 2017 and I agree. My calculation that follows differs slightly from that put forward by Mr Moverley Smith,

127. In January 2017 the balance on the Lloyds Account 660 was £361.99.

128 In January and February 2017 Mrs Massey made payments to the Lloyds Account 660 totalling £66,000.

129. In July 2017 Mrs Massey paid the Proceeds of £269,026 to Mr Massey.

130. Mr Massey's total Police pension payments from the beginning of 2017 until 15 February 2019 amounted to £17,600.07. Mrs Massey's total state pension payments in the same period were £13,442.42.

131. The Winchester auction house made total payments of £16,170.74 to Lloyds Account 660 after January 2017.

132. On the basis, as I have found, that 100% of the Proceeds belonged to Mrs Massey and there was no gift by Mrs Massey to Mr Massey of the Proceeds the parties' respective contributions to joint funds between January 2017 and the date of the Freezing Injunction were as follows:

Mrs Massey			
The Proceeds	£269,026.00		
2017 Transfers	66,000.00		
State Pension	13,442.42		
Total		£348,468.42	91.08%
Mr Massey			
Opening Balance	361.99		
Auction proceeds	16,170.74		
Police Pension	17,600.07		
		34,132.80	8.92%
		382,601.22	

133. At the date of the Freezing Injunction the sum of £132,400 remained. Assuming, most favourably to Mr Massey and as Mr Moverley Smith's calculation does, that expenditure had been incurred until that date pro rata the contributions to joint funds, the ownership of the £132,400 was as to 91.08% or £120,589.92 to Mrs Massey and as to 8.92% or £11,810.08 to Mr Massey.

134. From the Freezing Injunction until the date of trial Mrs Massey's state pension payments amounted to £12,736.98. Mr Massey's state pension payments amounted to £11,954.90 and his Police pension payments amounted to 15,772.90.

135. The position at the date of trial was as follows (I differ from Mr Moverley Smith's calculation at this stage as, in my judgment, the respective pension amounts remain owned by their contributor):

Mrs Massey		
February 2019 share	£120,033.84	
State Pension	12,736.98	
Total		£132,770.82
Mr Massey		
February 2019 share	12,366.16	
State Pension	11,954.90	
Police Pension	15,772.90	
		40,093.96

136. The Permitted Expenditure was £86,199.68 and a one half share was £43,099.84. One half was in excess of Mr Massey's share. The consequence is that the Current Balance belongs solely to Mrs Massey.

137. Mr Massey's evidence is that he has spent £79,180 from the joint funds on legal fees. Accordingly, the whole amount of the Legal Fees is a debt owed by Mr Massey to Mrs Massey.

138. If, contrary to my conclusions reached above, Mr Massey were entitled to 50% of the Proceeds and there was no gift by Mrs Massey to Mr Massey of her share of the Proceeds or any such gift were set aside the contributions would have been as follows:

Mrs Massey			
50% of the Proceeds	£134,513.00		
2017 Transfers	66,000.00		
State Pension	13,442.42		
Total		£213,955.42	55.92%
Mr Massey			
Opening Balance	361.99		
Auction proceeds	16,170.74		
50% of the Proceeds	£134,513.00		
Police Pension	17,600.07		
		168,645.80	44.08%%
		382,601.22	

139. At the date of the Freezing Injunction the sum of £132,400 remained. Assuming, most favourably to Mr Massey, that expenditure had been incurred until that date pro rata the contributions to joint funds, the ownership of the £132,400 would have been as to 55.92% or £74,038.08 to Mrs Massey and as to 44.08% or £58,361.92 to Mr Massey.

140. The position at the date of trial would have been as follows:

Mrs Massey		
February 2019 share	£74,038.08	
State Pension	12,736.98	
Total		£86,775.06
Mr Massey		
February 2019 share	58,361.92	
State Pension	12,736.98	
Police Pension	15,772.90	
		£86,990.96

141. Deducting half of the Permitted expenses of £43,009.84 would have left Mr Massey with £43,981.12 within joint funds. He would have spent £79,180 - £43,981.12 = £35,198.99 in excess of his share on the Legal Fees and would be indebted to Mrs Massey in that sum.

Assets owned by Mrs Massey

142. It follows from my conclusions on the issues and the calculations in the preceding paragraphs that in my judgment the following assets are owned beneficially by Mrs Massey:

(i) the balance on Lloyds Account 660 at the date of trial;
(ii) a debt owed by Mr Massey to Mrs Massey of £79,180;
(iii) 95/195ths of the value of the Car.