Neutral Citation Number: [2021] EWHC 1832 (Ch)

Case No: PT-2020-000932

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

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

Date: 7/7/2021

Before:

MASTER CLARK

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BIBI MARIUM SHANAVAZI **Claimant**

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Remi Aiyela for the **Claimant**

Hearing date: 7 April 2021

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Judgment Approved

Master Clark:

1. In this Part 8 claim dated 24 November 2020, the claimant, Bibi Marium Shanavazi, seeks an order authorising her, on behalf of her minor son, Ilyas Firas Shanavazi ("Ilyas") to enter into a contract of sale of a property in Germany, and to convey the property to the purchaser.

2. The claimant is the widow of Gohlam Dastagir Shanavazi ("the deceased"), who died on 29 December 2011. They had 5 children, 4 of whom are now adults. Ilyas is the youngest. He was born on 23 December 2004, and is now 16. The claimant and Ilyas are both German nationals.

3. The factual evidence in support of the claim consists of:
   (1) a witness statement dated 14 January 2021 of Mrs Shanavazi;
   (2) a witness statement dated 19 January 2021 of Mrs Shanavazi's solicitor, Remi Aiyela;
   (3) a witness statement dated 15 March 2021 of Ilyas's sister, Asma Shanavazi ("Asma").

4. The evidence also includes a "Legal Opinion" (in the form of a letter to Mrs Shanavazi's solicitor) of Dr Johannes Weber, a German Notary Public based in Freiburg, and various supplementary emails.

Factual background

5. The deceased owned a property and 2 garages, Hornusstraße 15, Zähringer Straße 26, 79108 Freiburg, Germany, and registered at the Land Register for Freiburg Commonhold Register under title numbers 52882, 52892 and 52893 ("the Property").

6. The deceased died intestate. Under English private international law, succession to the Property is governed by German law as being the law of the country where the Property is situated: *Dicey & Morris* (15th edn), Rule 150.

7. Ilyas lives with his mother. In August 2012 Mrs Shanavazi and Ilyas moved to England with the intention of remaining here permanently. Other than short trips abroad, they have remained in the UK since that date.

8. They have had secure rented accommodation since their arrival in England. In addition, all of Ilyas' education and schooling have been in English, and his first language is English. He is registered with a GP here, and his family and social life are all in England.

9. The evidence includes a "Joint Inheritance Certificate" dated 11 January 2013, and an English translation by a professional translator[1]. This states that Ilyas is entitled to a 1/10 share in his father's estate. The other persons who are entitled to shares in the property are Mrs Shanavazi (entitled to ½) and his 4 siblings (each also entitled to 1/10). Dr Weber refers to them as the co-heirs, or community of heirs.

[1] Jamie Mellie of HL Trad

10. The Property has been rented out in the past, but payment of rent has been irregular. There are ongoing costs for the upkeep and maintenance of the Property, including taxes, which the income is insufficient to meet. The Property is therefore a drain on the family's finances. In addition, since the family no longer live in Germany, they have the inconvenience and expense of travelling to Germany to deal with issues relating to the Property. Asma's evidence is that the current situation is causing all of the family great stress and financial difficulty.

11. The family therefore wish to sell the Property. To this end, the community of heirs (including Ilyas) have entered into a contract to sell the property for €430,000. This is a significantly higher price than the €330,000 valuation in a valuation report dated 19 November 2020. Asma's evidence is that Ilyas will not become liable for any debts if the Property is sold, though I assume his share will rateably bear the costs and any other expenses (including tax) of the sale.

12. Dr Weber's report sets out the position under German law as to ownership and sale of property held by a community of heirs. This can be summarised as follows:

    (1) If the deceased leaves several heirs, the estate becomes the joint property of the heirs: German Civil Code ("GCC"), §2032;
    (2) the co-heirs own each asset in the estate jointly in undivided shares;
    (3) to sell property all the co-heirs must act jointly (GCC, Book 5, para §2040(1);
    (4) a minor cannot give consent to the sale of property;
    (5) a person can be authorised by the family court to consent to the sale of the land on behalf of the minor;
    (6) the German land registry will only register a transfer of ownership of land if all the heirs consent.

Jurisdiction – German law

13. Dr Weber's evidence is that German law defers to Council Regulation (EC) No 2201/2003 ("the Regulation")[2] to determine where jurisdiction lies in authorising a parent to consent to a sale of jointly held inherited property on behalf of a minor.

14. Art 1(1)(b) of the Regulation provides:

> "This Regulation shall apply … in civil matters relating to…(b) the attribution, exercise, delegation, restriction or termination of parental responsibility.

and art 1(3) provides that it does not apply to trusts or succession.

15. Article 2(7) of the Regulation provides that the term "parental responsibility" means all rights and duties relating to the person or the property of a child which are given to a natural or legal person by judgment, by operation of law or by an agreement having legal effect.

16. Art 8(1) of the Regulation provides that

[2] Council Regulation (EC) No 2201/2003 of 27 November 2003 concerning the jurisdiction and the recognition and enforcement of judgments in matrimonial matters and matters of parental responsibility, repealing Regulation (EC) No 1347/2000

> "The courts of a Member State shall have jurisdiction in matters of parental responsibility over a child who is habitually resident in in that Member State at the time the court is seized."

17. Dr Weber's evidence is an authorisation by a court to consent to a sale of property on behalf of a minor is a matter of parental responsibility falling within the Regulation. His authority for that proposition is the decision of *Re Matouskova* (C-404/14) [2015] I.L.Pr. 48 (discussed below).

18. Since Ilyas is and was at material times habitually resident in England, the German courts will not make an order authorising Mrs Shanavazi to consent to the sale on Ilyas' behalf. As a matter of German law, that falls to the courts of this jurisdiction.

Jurisdiction under English law – before and after Brexit

19. Before the UK left the European Union, the Regulation (as an EU Regulation) had direct effect, and was required to be applied as law by the courts of EU member states. It became part of UK domestic law as a result of provisions in the European Communities Act 1972[3].

20. The European Union (Withdrawal) Act 2018 ("the 2018 Act "), as amended by the European Union (Withdrawal Agreement) Act 2020 ("the 2020 Act "), contains provisions for EU law to continue to have effect as part of UK domestic law, unless UK statutory provisions are made to the contrary. Section 3(1) of the 2018 Act provides:

> "Direct EU legislation, so far as operative immediately before IP Completion Day, forms part of domestic law on and after IP Completion Day" [4]

21. "IP Completion Day" is 11pm on 31 December 2020[5]. Accordingly, if there were no provisions to the contrary in a statutory instrument, the Regulation would remain as part of UK domestic law. However, regulation 3 of the Jurisdiction and Judgments (Family) (Amendment etc.) (EU Exit) Regulations 2019 (SI 2019/519) ("JJFAEEUER") provides "Council Regulation No. 2201/2003 is revoked". Thus, the Regulation is revoked as from 11pm on 31 December 2020[6].

22. There are, however, transitional provisions. Section 7A of the 2018 Act, as introduced by the 2020 Act, gives effect to transitional provisions contained within the UK/EU Withdrawal Agreement. It provides:

> **"7A General implementation of remainder of withdrawal agreement**
>
> (1) Subsection (2) applies to—

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[3] sections 2(1), (4), 3(1); see also s.18 European Union Act 2011.

[4] as amended by section 25 of the 2020 Act, which was brought into force by regulation 5(d) of the European Union (Withdrawal) Act 2018 and European Union (Withdrawal Agreement) Act 2020 (Commencement, Transitional and Savings Provisions) Regulations 2020, SI 2020/1622

[5] See s.39(1)(h) of the 2020 Act. It is the end date of the transition or implementation period provided for by Art. 126 of the Withdrawal Agreement – see section 1A(6) of the 2018 Act.

[6] Regulation 1 of SI 2019/519 provides for it to come into force on "exit day"; but by para 1, Sch 5 of the 2020 Act, this is to be read as providing for it to come into force on implementation day.

(a) all such rights, powers, liabilities, obligations and restrictions from time to time created or arising by or under the withdrawal agreement, and

(b) all such remedies and procedures from time to time provided for by or under the withdrawal agreement,

as in accordance with the withdrawal agreement are without further enactment to be given legal effect or used in the United Kingdom.

(2) The rights, powers, liabilities, obligations, restrictions, remedies and procedures concerned are to be—

(a) recognised and available in domestic law, and

(b) enforced, allowed and followed accordingly."

23. Article 67 of the Withdrawal Agreement provides, so far as relevant:

> "**Article 67**
> *Jurisdiction, recognition and enforcement of judicial decisions, and related cooperation between central authorities*
>
> 1. In the United Kingdom, … in respect of legal proceedings instituted before the end of the transition period … the following acts or provisions shall apply:
>
> …
>
> (c) the provisions of [the Regulation] regarding jurisdiction
>
> …
>
> 2. In the United Kingdom, …, the following acts or provisions shall apply as follows in respect of the recognition and enforcement of judgments, decisions, authentic instruments, court settlements and agreements:
>
> …
>
> (b) the provisions of the [Regulation] regarding recognition and enforcement shall apply to judgments given in legal proceedings instituted before the end of the transition period, and to documents formally drawn up or registered as authentic instruments, and agreements concluded before the end of the transition period"

24. Finally, regulation 8 of JJFAEEUER, as amended by reg 5 of the Jurisdiction, Judgments and Applicable Law (Amendment) (EU Exit) Regulations 2020, SI 2020/1574, provides:

> "Nothing in these Regulations affects the application of paragraphs 1, 2(b) and (c) and 3(a) and (b) of Article 67 of the withdrawal agreement and legislation amended or revoked by these Regulations continues to have effect for the purposes of those paragraphs as if the amendments and revocations had not been made."

25. The upshot of this convoluted legislative journey is that the Regulation continues to govern jurisdiction in claims commenced before 31 December 2020 (which this claim was), and is "retained EU law" under s.3 of the 2018 Act[7].

[7] S.6(7), 2018 Act

Scope of the Regulation

26. As to construing the provisions governing the scope of the Regulation, I was not referred to any authority on this point. Before Brexit, the principle of the supremacy of EU law applied, so that the interpretation of EU Regulations was a matter of EU law. Under that law, the general position was that European Union legislation was construed in the light of its spirit, general scheme, wording and overall legal context, the words used being given their usual meaning in everyday language unless EU law expressly defined them otherwise or expressly left their meaning to be determined by national law: see *Halsbury's Laws*, Vol. 47A, para.103. In addition,

> "Where there is no specific definition of a term, it may be construed by reference to its usual sense, the purpose and aim of the measure, the wording, context and aim of the provision, or the general context in which the word is used and its usual meaning in ordinary language. The general tendency is to give words used in European Union legislation an 'independent' or 'Community' (now 'EU') meaning, that is, a meaning appropriate to the context within which the word is used and to the purpose of the provision containing it, rather than the meaning that may typically be given to the word in the context of the legal systems of the member states".
> *Halsbury's Laws*, Vol 47A, para 107

27. As to the position after 31 December 2020, again no submissions were made as to whether and to what extent I am to have regard to European Court decisions concerning interpretation of the Regulation. However, section 6 of the 2018 Act provides for how the UK courts are to interpret retained EU law after IP completion day. Section 6(3) provides, so far as relevant[8]:

> "(3) Any question as to the validity, meaning or effect of any retained EU law is to be decided, so far as that law is unmodified on or after IP completion day and so far as they are relevant to it—
> (a) in accordance with any retained case law and any retained general principles of EU law"

28. "Retained case law" includes "retained EU case law" and this means, so far as relevant,

> "any principles laid down by, and any decisions of, the European Court, as they have effect in EU law immediately before IP completion day and so far as they—
> (a) relate to anything to which section 2, 3 or 4 applies"

29. I proceed therefore on the basis that in interpreting the Regulation, I must apply relevant EU case law decided before IP completion day.

30. In *Re Matouskova* (as noted above, relied upon by Dr Weber), the European Court considered the material scope of the Regulation where an inheritance settlement agreement concluded on behalf of minors by a guardian *ad litem* required the

[8] and is subject to exceptions for certain courts, including the Supreme Court and the Court of Appeal

approval of a court. The court accepted that the appointment of a guardian and the review of the exercise of her activity were so closely connected that it would not be appropriate to apply different jurisdictional rules, which would vary according to the subject matter of the relevant legal act. The fact that the approval had been sought in succession proceedings did not mean that it should be regarded as a matter of succession law. The need to obtain approval from the court dealing with guardianship matters was a direct consequence of the status and capacity of the children, and constituted a protective measure relating to the administration, conservation or disposal of their property in the exercise of parental responsibility. The court's reasoning is set out at [28] to [30]:

> "28. …the approval of the agreement on the sharing-out of the estate is a measure taken having regard to the legal capacity of the minor, which aims to protect the best interests of the child and which is required, under Czech law, for legal acts relating to the administration of property which are not routine matters.
>
> 29. Such a measure relates directly to the legal capacity of a natural person (see, by analogy, judgment in *Proceedings Brought by Schneider* (C-386/12) EU:C:2013:633; [2014] Fam. 80; [2014] 2 W.L.R. 1048; [2014] C.E.C. 189; [2013] I.L.Pr. 44 , at [26]) and, by its nature, constitutes an action intended to ensure that the requirements of protection and assistance of minor children are met.
>
> 30. As the Advocate General observed in [AG41] of her Opinion, legal capacity and the associated representation issues must be assessed in accordance with their own criteria and are not to be regarded as preliminary issues dependent on the legal acts in question. Therefore, it must be held that the appointment of a guardian for the minor children and the review of the exercise of her activity are so closely connected that it would not be appropriate to apply different jurisdictional rules, which would vary according to the subject-matter of the relevant legal act."

31. On this basis, where the court's authorisation is sought for Mrs Shanavazi to agree on Ilyas' behalf to sell and then to convey the Property, *Matouskova* is in my judgment, authority that such authorisation to act on behalf of a minor falls within the scope of the Regulation.

Applicable law

32. There are no provisions in the Regulation concerning applicable law. *Re AC* [2020] EWHC 90 was a case concerning whether the court could authorise the mother of a child to accept an inheritance of a share in an Italian property. Peel J, having held that the English court had jurisdiction under the Regulation, assumed that the applicable law was English law. In *Private International* Law, Cheshire, North and Fawcett (14th edn), the editors express the view (on p.1096) that there seems little doubt that when an English court takes jurisdiction to make orders with respect to children, it will apply English law as the law of the forum. I note also that where the court exercises its inherent jurisdiction in matters of parental responsibility, it applies English law: see *Dicey & Morris* 15th edn, Rule 106(10).

33. In *Hays v Hays* [2015] EWHC 3825 (Ch), a minor (acting by her litigation friend) sought an order that her mother be appointed as her agent to enter into a contract for sale of her interest in an apartment in Paris. The judge (Master Matthews) was not referred to the Regulation; and indeed, the fact that the French court would not make such an order was a matter of inference rather than evidence. However, he characterised the issue arising in the case not as one concerning the best interests of a minor, but as a problem concerning the capacity of a person to enter into a sale of immovable property, and what could be done to cure any incapacity there might be. On this basis, he held that the applicable law was that of the place where the immovable property was situate[9], namely France.

34. This analysis is, however, inconsistent with that in *Matouskova*, which I prefer. Thus, although the position is not entirely clear, in my judgement, in a case governed by the Regulation, the court must apply English law.

Jurisdiction - the Hague Convention

35. In 1996, the Hague Conference concluded a Convention on Jurisdiction, Applicable Law, Recognition, Enforcement and Co-operation in Respect of Parental Responsibility and Measures for the Protection of Children ("the Convention"). It was ratified by the UK on 27 July 2012 and came into force on 1 November 2012[10].

36. The Hague Convention was implemented into domestic law with effect from 31 December 2020 by the Private International Law (Implementation of Agreements) Act 2020. As with the Regulation, the child's habitual residence is the basis of jurisdiction under the Convention.[11]

37. However, the Convention rules only apply where the child is habitually resident in a Contracting State which is not a Member State of the EU: see Art 61(a) of the Regulation. It thus has no application in this case, which is governed by the Regulation. It will however apply to new claims issued after 31 December 2020. For that reason, I consider in it briefly.

38. The objectives of the Convention include the allocation of jurisdiction in respect of "measures directed to protection of the person or property of the child"[12]. These measures include "the administration, conservation or disposal of the child's property"[13]. Professor Paul Lagarde in his Explanatory Report ("Lagarde Report") states that this would include the authority of a person to represent the child in order to authorise or approve a sale or purchase of property, but it does not seek to interfere with substantive rules of property or trust law[14].

39. Thus, Art 5 of the Convention provides that:

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[9] applying *Bank of Africa v Cohen* [1909] 2 Ch 129 CA

[10] The Family Court Practice 2021, p2845

[11] Art 5(1)

[12] Art 1(a)

[13] Art 3(g)

[14] Lagarde Report, paras 25 and 32

"The judicial or administrative authorities of the Contracting State of the habitual residence of the child have jurisdiction to take measures directed to the protection of the child's person or property."

40. The Convention also determines the applicable law when the jurisdiction to take these measures is exercised, and the law applicable to parental responsibility[15]. Article 15(1) provides that:

> "In exercising their jurisdiction under the provisions of Chapter II[16], the authorities of the Contracting States shall apply their own law."

41. It is clear therefore that, in cases commenced after 31 December 2020, if the child is habitually resident in England, the Convention confers jurisdiction in matters of parental responsibility on the English courts, and requires them to apply English law.

English Law – the Children Act 1989

42. Having concluded that the English court has jurisdiction under the Regulation in matters of parental responsibility, and should apply English law in exercising that jurisdiction, I turn to the Children Act 1989.

43. Section 3 of the Children Act 1989 provides, so far as material, as follows:

> "**3. Meaning of 'parental responsibility'**
>
> "(1) In this Act 'parental responsibility' means all the rights, duties, powers, responsibilities and authority which by law a parent of a child has in relation to the child and his property.
>
> "(2) It also includes the rights, powers and duties which a guardian of the child's estate (appointed, before the commencement of section 5, to act generally) would have had in relation to the child and his property.
>
> "(3) The rights referred to in subsection (2) include, in particular, the right of the guardian to receive or recover in his own name, for the benefit of the child, property of whatever description and wherever situated which the child is entitled to receive or recover."

44. The application of this section in situations similar to this case has been considered in the two cases already mentioned. In *Hays v Hays*, the Master, as noted, applied French law, and the claim succeeded on that basis. However, he held that he would have had no power to make the order under the Children Act:

> "25. I have no reason to doubt that the Defendant has parental responsibility for Estelle in English law. But I am not aware of any case law or other authority (and none was cited to me) to the effect that section 3 authorises the Defendant to dispose of Estelle's immovable property

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[15] Art 1(b), (c)

[16] Arts 5-14

> rights. Section 3(3) in particular refers expressly to her being able to give a good receipt or sue for property belonging to the minor, as if that might otherwise be in doubt (cf *In re Chatard's Settlement* [1899] 1 Ch 712) . But it is striking that there is no mention anywhere in section 3 of disposal, which goes far beyond receipt and recovery. Taken as a whole, I am not satisfied at present that this section confers powers on those exercising parental authority to enter into a contract to sell immovable property on behalf of a minor."

45. *Re AC* was decided in the Family Division. As to section 3(1), the Judge said:

> "[the sub-section] is very widely drafted. I do not read into it any restriction to its applicability. It is all encompassing and should be construed purposively. Of particular note in this case is the emphasis on responsibilities as well as rights. Thus, [the mother] has a clear *responsibility* under (1) to act in [the child]'s interests in relation to property to which he is entitled. By (2) and (3) [the mother] has not only rights and powers, but also *duties* to take steps to receive or recover property for the benefit of the child. The wording of (2) and (3) plainly embraces the Property in this case, being a house in Italy in which [the child] has an entitlement. And in my judgment a purposive reading of subsections (1) to (3) also includes the responsibility and duty of the person with responsibility to take steps which enable the child to receive or recover property in *the child's own name*, and not merely enabling the person with parental responsibility to receive or recover property *in his or her own name* for the benefit of the child. The former is apt for a situation like the one before me, the latter might be apt where the child has a beneficial interest in property by virtue of trust or otherwise as understood at English law."

46. As to *Hays v Hays*, the Judge said:

> "my initial view is that the Master's interpretation of section 3 was, with respect, too restrictive. If, in this case, [the mother] is not authorised to enter into a contract of sale on behalf of [the child], then [the child] will not be able in a meaningful sense to receive or recover his property until he is 18. Of course, he will hold it, but he will be prevented from converting it into other assets which can be managed, invested or deployed in his interests. I would regard a contract of sale in such circumstances as arguably falling within the phrase "entitled to receive or recover". In any event, subsection (3) states that the rights referred to in subsection (2) "include" the right to receive or recover. The word "include" does not operate as a limit to the powers relating to property, which powers in my provisional view include disposal of property. It offers one particular example of circumstances in which the power may be exercised (probably aimed at trust arrangements commonplace in England but not encountered in many foreign jurisdictions), but does not limit the power to that example. I see no reason why section 3, read as a whole, should not be construed more widely to encompass entering into a contract of sale provided, of course, that the welfare checklist and paramountcy principle govern the exercise of that power."

47. I find Peel J's reasoning compelling, and respectfully agree with it. In my judgment, I have the power under section 3 of the Children Act to make the order sought.

The order sought

48. The claim form, as amended, seeks a specific issue order under s.8(1) of the Children Act, which is defined as:

> "an order giving directions for the purpose of determining a specific question which has arisen, or which may arise, in connection with any aspect of parental responsibility for a child"

49. Section 1(1) of the Children Act 1989 provides that:

> "When any court determines any question with respect to:
> (a) the upbringing of the child; or
> (b) the administration of the child's property or the application of any income arising from it,
> the child's welfare shall be the court's paramount consideration."

50. There is no definition of welfare in the Act. Section 1(3) sets out a welfare checklist, which the court is, however, only required to have regard to when a section 8 order is opposed. In *Re G (Education: Religious Upbringing)* [2012] EWCA Civ 1233, [2013] 1 FLR 677 (at p26), Munby LJ gave the following guidance as to the meaning of "welfare":

> "'Welfare', which in this context is synonymous with 'well-being' and 'interests' (see Lord Hailsham LC in *In re B (A Minor) (Wardship: Sterilisation)* [1988] AC 199 , 202), extends to and embraces everything that relates to the child's development as a human being and to the child's present and future life as a human being. The judge must consider the child's welfare now, throughout the remainder of the child's minority and into and through adulthood. The judge will bear in mind the observation of Sir Thomas Bingham MR in *Re O (Contact: Imposition of Conditions)* [1995] 2 FLR 124, 129, that:
>
> > 'the court should take a medium-term and long-term view of the child's development and not accord excessive weight to what appear likely to be short-term or transient problems.'"

51. As to the paramountcy principle, this is also stated in section 1(1), which directs the court to treat the child's welfare as its paramount consideration.

52. The order sought is one authorising Mrs Shanavazi to enter into a contract of sale for the Property and to convey the Property on Ilyas' behalf. This would be sufficient to complete the sale of the Property, register it with the Land Registry, and complete the sale to the purchaser.

53. Mrs Shanavazi is willing to undertake to the court that she will apply Ilyas' share of the net proceeds of sale for his education, maintenance and benefit.

54. Although I do not have any direct evidence from Ilyas, it is plainly in his best interests that the Property be sold at a good sale price higher than the current valuation. There is no disadvantage to him from the sale. Indeed, the evidence is that the Property is a financial burden, so its sale will advantage him by removing that burden. It is also in his best interests that his share of the proceeds be applied for his education, maintenance and benefit, rather than being tied up in a property in a country where he no longer lives. These considerations impel the conclusion that I should make the order sought.

55. I considered at the outset of the claim whether Ilyas should be joined as a defendant to the claim. This would almost certainly require the appointment of a litigation friend to act on his behalf, increasing the costs of the claim, which are no doubt already considerable, and where the relevant asset is relatively modest. I decided therefore not to join Ilyas. I have been told (this is not formally evidenced) that he is aware of the proceedings, agrees that the Property should be sold, and wants his mother to use the proceeds in England. I propose nonetheless to direct that this judgment and the order made consequent upon it are served on him, and that the order gives him permission to apply to the court to enforce Mrs Shanavazi's undertaking.

Postscript

56. It will be apparent from this judgment that a relatively simple practical problem has given rise to legal issues of considerable complexity. The asset in question, although of significant value to most people, is modest by the standards of this court, and in relation to the time and costs incurred in disentangling the labyrinthine provisions discussed above. Mrs Shanavazi's solicitor was diligent in her research, but I also had to carry out substantial research. I was informed by Mrs Shanavazi's solicitor of 2 previous occasions when the court had simply made an order in similar cases without giving any reasons, and I am aware of another occasion when this has occurred. It is highly regrettable that this family have had to engage with such complex legal issues simply to sell a house in Germany in which a child has an interest.