Neutral Citation Number: [2020] EWHC 1134 (Fam)

Case No: FD17F00103

IN THE HIGH COURT OF JUSTICE
FAMILY DIVISION

In Re: H (Deceased)

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 07/05/2020

Before :

THE HON. MR JUSTICE COHEN

- -

Between :

SH	**Claimant**
- and -	
NH	**1st Defendant**
KH	**2nd Defendant**

- -

Sophia Rogers (instructed by **Barlow Robbins**) for the **Claimant**
NH and KH – in person

Hearing dates: 24 April, 7 May 2020

- -

Approved Judgment

I direct that pursuant to CPR PD 39A para 6.1 no official shorthand note shall be taken of this Judgment and that copies of this version as handed down may be treated as authentic.

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THE HON. MR JUSTICE COHEN

This judgment was delivered in private. The judge has given leave for this version of the judgment to be published on condition that (irrespective of what is contained in the judgment) in any published version of the judgment the anonymity of the children and members of their family must be strictly preserved. All persons, including representatives of the media, must ensure that this condition is strictly complied with. Failure to do so will be a contempt of court.

The Honourable Mr Justice Cohen :

Introduction

1. I have been trying the Claimant's (whom I shall call "C") claim under the Inheritance (Provision for Family and Dependants) Act 1975 for provision from the estate of her late father. C is aged 50 and is the daughter of the deceased.

2. The other parties to the proceedings are C's mother (the 1st Defendant) and her brother (the 2nd Defendant), the latter of whom is the personal representative of the estate of his deceased father. C and her brother are the only two children of the deceased. Their mother is the sole beneficiary of the estate of the deceased.

3. C has been present throughout the remote hearing and represented by solicitors and Ms Rogers of counsel.

4. C's mother was previously represented in the proceedings but was declared to be automatically debarred from participating in the hearing as a result of multiple breaches of orders to file acknowledgement of service and evidence. Her solicitors have come off the record. The order debarred her from relying on any written evidence in response to the claim but the day before the hearing she sent a six page hand-written letter which I have read and which can only be seen as an opposition to the claim. It was accompanied by a short letter from the home manager of the care home where she resides.

5. C's mother was in attendance throughout this remote hearing. She is profoundly deaf and did not hear anything that was said but had the assistance of a worker in the home who sat with her and passed her notes so that she had at least some idea of what transpired. I did not hear from her during the hearing.

6. C's brother listened in throughout the hearing and assisted me on matters relating to the administration and size of the estate, his knowledge of his mother's finances and circumstances, and his approach as executor to the litigation.

Chronology

7. C's father died in 2016 in a domestic house fire. Subsequently his widow moved out of the family home and now lives in a care home.

8. Apart from a short break in her early 20s, C largely lived at home with her parents until late 1999 when aged 30 she accepted a place at university to undertake a post-graduate diploma. At about that time she experienced a breakdown and began to see a psychotherapist. C says that between 2000-2010 she would see her parents every two to three weeks when she would go home to help with domestic tasks. In late 2000 C met a man who became her partner. They have been in a committed relationship for most, if not all, of the time since then.

9. From 2000-2007 C lived independently in East London. In 2007 she was accepted on a MA course in Sheffield. C's father set up a standing order to help fund her through her 3 year post-graduate studies by a monthly payment of £400. He also provided

£2,000 towards her course fees. On occasions C would help herself to small sums of money, not more than £100 per month, from a joint account which C's father had set up in the names of C and both of her parents. There is no suggestion that in so doing she did not have her father's blessing. The account had in fact been established in or about 1995, but C did not access it until 2007.

10. In 2011 C and her partner decided to have their first child. C told me that her father did not approve and at that time he took her off the account. It may well be that an additional factor affecting C's father's thinking was that from 2010 C had broken off contact with her parents. Whilst she would take her father's phone calls, she did not ring her parents nor go to their home.

11. In the medical report prepared for the purposes of the hearing the reporting psychiatrist (Dr S) describes C as virtually estranged from her family since 2000. C says that this is inaccurate and that the proper date is 2010.

12. In October 2011 C and her partner had their first daughter and a second daughter was born in 2014.

13. C's health had plainly been problematic before 2011 when she suffered pre and post-natal depression and became unable to work. I shall revert to her health issues later in this judgment. However, her health difficulties increased, and she has not worked since the birth of her first child.

14. In 2017 her health problems became so profound that her partner had to leave the home which he shared with C and their children to sleep overnight elsewhere. C was unable to tolerate somebody else being in the house overnight, but he continues to visit every day and spends most of his waking hours, when not at work, in the home. It is their hope that C recovers to the extent that full cohabitation can be resumed.

15. On a date unknown to me but subsequent to her husband's death, C's mother moved into a care home. She is visited there approximately monthly by her son. She will spend the rest of her life in residential care and is not capable of living independently. It is plain from her communication to the court that it is a matter of great sadness to her that she does not see her daughter or grandchildren. Indeed, as I understand it C has not seen either of her parents in the last decade save at and around the deceased's funeral.

The size of the estate

16. If I exercise my power under s.9 of the Act and treat the deceased's severable share of property jointly held with his wife as part of his net estate, the estate consists of the following:

    i) The deceased's interest in the family home which was jointly owned by him and his wife, C's mother. This has been valued in the past at in excess of £900,000 but two recent valuations put it at around £700,000. I am invited on behalf of C to assume a valuation at the higher figure but I can see no basis for so doing.

    ii) There is approximately £127,000 in accounts which were held jointly by the deceased and C's mother.

iii) After payment of expenses and the executor's costs of these proceedings and of dealing with the estate there is approximately £142,000 standing in the executor's account in the deceased name.

17. Thus, I take the estate inclusive of the deceased's interest in the jointly held property, on the assumption of the home being worth £700,000, as being £350,000 + £63,000 + £141,000 = £554,000.

The position of the parties

18. Claimant:

C says that she has a series of needs to be met which I shall deal with in the order of priority which she adopts. First, she says that she needs a home. She is living in a two-bedroom rented flat, the rent of which is currently £590 per month. It is on an estate which is being emptied by the landlord and C says that she faces persistent low-level harassment from the landlord and his agents. The accommodation is plainly less than ideal, comprising as it does a small bedroom which the children share by use of bunkbeds and her own bedroom and a living room. She says that she would like to buy a two-bedroom flat. In her statement she put the cost of this at £375,000 - 500,000 but curiously only produced property particulars for properties in the bracket £450,000 - 525,000. When I said that I required particulars in the lower part of the bracket I was provided with a number of property particulars which included two at £380,000, one with two bedrooms and one with three bedrooms, which C readily accepted would meet her needs.

19. Next in her order of priorities was a fund to provide for continuing psychological therapy which she has been advised is essential. It is thought likely that this would take 3 years at a cost of between £9,900 – 19,800 with possible psychiatric oversight at a further cost of £600 - 3,600. Only with such help is it thought that C would be ready to face the world again and regain her earning capacity.

20. Her third requirement was for a small capital sum to replace her car which is ancient and unreliable and to purchase new white goods, which is likely to be unnecessary if she moves into a property in which they are fitted.

21. Her fourth requirement was for an income fund to meet the shortfall in her living expenses. At the moment her income is limited to child benefit and universal credit in the total sum of just over £1,000 per month. This calculation by the Benefits Agency assumed that her partner is living with her and able to contribute his wages towards their expenses. However, he is not living with her for the reasons explained and most of his income goes on his own accommodation and living costs. I deal with this further at paragraph 66(ii) of this judgment but without a contribution from him, her shortfall is running at £1,338 per month. As a result, she asks for a 3 year maintenance fund of some £48,000. If I am against C on her wish for a home, C asks for an enhanced income fund to provide for a more comfortable standard of living.

22. C has incurred substantial costs in these proceedings. Excluding the sum of £14,587 which C's mother has been ordered to pay as a result of her various non-compliances, there is an additional sum of £84,729 which is owed to her solicitors and a CFA success fee calculated as an uplift of 72% of £48,175. The agreement was only entered into

during the proceedings and applies to about £67,000 of her fees. C has a total liability for costs to her solicitors of £132,904 exclusive of the sum already payable by her mother.

23. To the extent that any award exceeds £325,000, and on the assumption that the full nil tax rate band is available as I am told is the case, the estate will have to pay inheritance tax at 40% on the excess.

24. It can readily be seen that C's claim would be unaffordable, in the sense of exceeding the maximum that the estate has in it, unless the family home was to be sold at the upper end of the valuation.

C's mother

25. She has filed no evidence and I know very little about her finances. She lives in a care home and Ms Rogers agreed that I could take the cost of her care as being the sum quoted by the manager, namely £52,000 per year. It is almost inevitable that those costs will rise faster than inflation both because of increased costs of staff but also the likely increase in C's mother's needs.

26. It is obvious that C's mother is worried about finances, but I have no means of knowing whether her anxieties are justified. I can see no reason why her share of the jointly held accounts, namely some £63,000, should not be released to her at once. Other than the need to meet her care home costs I am unaware both of any other financial needs that she has and of her resources other than a state retirement pension.

27. C's mother's health problems are extensive. The care manager describes her as being nearly 80 years old, very frail and in deteriorating health including suffering from cancer. She lost her husband in tragic circumstances and is worried about her ability to fund her care.

C's brother

28. C's brother understandably felt conflicted by his position of being on the one hand the executor of the estate and on the other hand a close family member. It is obvious from his job description that he has a successful business career and he did not in any way, to his credit, seek to say that his particular financial circumstances were of any relevance to the issues before me.

29. He has had no contact with his sister for a prolonged period of time, and he is anxious to protect for his mother that to which she is entitled.

30. One of the unsatisfactory aspects of this case has been that because of the lack of involvement by C's mother I have precious little information about the case that might be made against C's claim. Indeed, it was only as a result of my own enquiries that I was able to elicit the information that:

    i) There are perfectly satisfactory properties in the lower part of the bracket that C put forward; and

ii) The extent of the financial support that C received from her parents after 1990 was much less than her statements implied and covered only the period 2007-2011.

C's health

31. C described to Dr S having had a breakdown when she was 30 and then pre and post-natal depression in 2011. Following her father's death, she was assessed and given a diagnosis of Dissociative Disorder Not Otherwise Specified (DDNOS). She was referred to a psychotherapist specialising in trauma and dissociation. She has been seeing the therapist weekly or fortnightly for the past two years. It is unnecessary in this judgment for me to go into the symptoms of her current condition, but they are very intrusive upon her life.

32. C describes various vivid memories of traumatic events that she believes occurred in her infancy and childhood, some of which she has uncovered during therapy.

33. Dr S agrees that C suffers from what would now be called Other Specified Dissociative Disorder and also suffers from severe Obsessive Compulsive Disorder (OCD). Dr S reports that there can be no doubt that the conditions have a severe impact on C's daily life and ability to work and that she is almost constantly preoccupied by images and thoughts which overtake her.

34. Dr S makes the point that although C may well believe the truth of the events which she had described, Dr S cannot say with any certainty that any of them actually happened, albeit that childhood events have had a lasting impact on C's psychological development.

35. Dr S is of the view that C is likely to need continued weekly psychotherapy for up to 3 years for sustained improvement at a cost, if such therapy does take 3 years, it will cost somewhere in the bracket £10,500 - £23,400 as set out at paragraph 19. Without therapy and psychiatric supervision Dr S says that C would be unlikely to continue to make progress. Whilst her symptoms may never resolve completely, with treatment they may become manageable and enable her to return to work, although that cannot be certain.

The law

36. I have to undertake a two-stage approach by asking two questions:

i) Did the will make reasonable financial provision for C;

ii) If not, what reasonable financial provision ought now to be made for C?

That those two tests are the correct approach was re-emphasised *in Ilott v The Blue Cross and others* [2018] AC 545.

37. In answering both questions I must have regard to the factors set out at Section 3(1) of the Act, in particular I must have regard to the following matters:

a) The financial resources and financial needs which the claimant has or is likely to have in the foreseeable future;

b) … (immaterial);

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 section 2 or towards any beneficiary of the estate of the deceased;

e) The size and nature of the estate of the deceased;

f) Any physical or mental disability of any applicant for order under the said section 2 or any beneficiary of the estate of the deceased;

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

38. I have read but do not set out for the purposes of this judgment the other sub-sections to section 3.

39. Lord Hughes in *Ilott* acknowledged that the section 3 factors are applicable equally to both stages and there is in most cases a very large degree of overlap between them. He confirmed that in terms of addressing the stages in a judgment:

"There can be nothing wrong, in such cases, with a judge setting out the facts as he finds them and then addressing both questions arising under the act without repeating them".

40. The standard for what is reasonable financial provision (in cases other than spouse claims) is defined in Section 1 (2) (b) of the Act as:

"Such financial provision as it would be reasonable in all the circumstances of the case for the applicant to receive for his maintenance".

41. At paragraph 14 of *Ilott*, Lord Hughes explained that, *"the concept of maintenance is no doubt broad but the distinction made by the differing paragraphs of section 1 (2) shows that it cannot extend to any or everything it should be desirable for the claimant to have. It must import provision to meet the everyday expenses of living".*

42. Lord Hughes then cited with approval the extract from *Re Dennis (Deceased)* [1981] 2 AR 140, where at paragraph 145 Browne-Wilkinson LJ (as he then was) said:

"… the word "maintenance" connotes only payments which, directly or indirectly, enable the applicant in the future to discharge the cost of his daily living at whatever standard of living is appropriate to him. The provision that is to be made is to meet recurring expenses, being expenses of living of an income nature. This does not mean that the provision need be by way of income payments. The provision can be by way of lump sum, for example, to buy a house in which the applicant can be housed, thereby relieving him pro tanto of income expenditure. … "

43. Specific guidance for claims by adult children were considered in *Ilott*. At paragraph 19 Lord Hughes said this:

> *"19. For all other claimants* [other than spouses], *need (for maintenance rather than for anything else, and judged not by subsistence levels but by the standard appropriate to the circumstances) is a necessary but not a sufficient condition for an order. Need, plus the relevant relationship to qualify the claimant, is not always enough. In In re Coventry the passage cited above was followed almost immediately by another much-cited observation of Oliver J at page 475:*
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> *"It cannot be enough to say 'here is a son of the deceased; he is in necessitous circumstances; there is property of the deceased which could be made available to assist him but which is not available if the deceased's dispositions stand; therefore those dispositions do not make reasonable provision for the applicant.' There must, as it seems to me, be established some sort of moral claim by the applicant to be maintained by the deceased or at the expense of his estate beyond the mere fact of a blood relationship, some reason why it can be said that, in the circumstances, it is unreasonable that no or no greater provision was in fact made.*
>
> *"20. Oliver J's reference to moral claim must be understood … There is no requirement for a moral claim as a sine qua non for all applications under the 1975 Act, and Oliver J did not impose one. He meant no more, but no less, than that in the case of a claimant adult son well capable of living independently, something more than the qualifying relationship is needed to found a claim, and that in the case before him the additional something could only be a moral claim".* (Emphasis added).

44. Thus the first question before me is whether, in the circumstances, C's financial position, difficult as it is, caused by reason of her suffering from a severe and debilitating mental illness which makes her unable to support herself and her two primary school age children, and which makes her dependent on state benefits and precarious financial support from her partner, means that the will did not make reasonable financial provision for C.

45. The more that I have contemplated this matter, the harder I have found it. There is no doubt that C is in a position of real need. But, on the other hand, C had cut herself off from her family some 10 - 20 years ago and has had no financial support from them for over 20 years save for the period 2007 - 2011. For these purposes I ignore the minor gifts that they provided her with on birthdays and other festivals.

46. How do I factor in the fact that C's treatment of her family is largely to be explained by her psychiatric illness which she, rightly or wrongly, blames upon their treatment of her?

47. This is not a large estate and the priority must be to ensure that C's mother, the beneficiary under the will, has sufficient funds properly to be maintained for the rest of her days. She is aged almost 80 and would have a normal life expectancy of 10 - 11 years. She has very severe health problems which do not bode well for her future, but the world contains many who have lived beyond their life expectancy.

Costs

48. The parties have not been able to agree that I should know of any Part 36 offers and so I will need to deal with costs as between the parties separately, but it is right that I

should at this stage consider the Conditional Fee Agreement into which C has entered. This agreement is entered into for all her legal expenses incurred from 6 March 2018.

49. The effect of it is that C's solicitors and counsel will be entitled to nothing from C if her claim fails. In order to balance that risk, C has entered into an agreement with her lawyers that they will have an uplift of 72% in the event that the claim succeeds.

50. As a matter of law, the other party to litigation cannot be ordered to pay the uplift. Yet, C asks me to make an order that the additional £48,175 success fee should fall on the estate as part of her award. As a result of the agreement which C had to enter into to fund the continuation of the litigation, she has incurred a liability which her solicitors can enforce so that her needs-based claim will be correspondingly reduced.

51. There are only two authorities which Ms Rogers has been able to trace where this appears to have been considered. The first in time was *Re Clarke* [2019] EWHC 1193 and 1194 (Ch), a decision of Deputy Master Linwood sitting in the Chancery Division. In an Inheritance Act case he declined to increase his award to include a success fee on 5 grounds:

    i) The calculation of damages is a matter of procedure carried out before costs are considered and has never included an element of costs;

    ii) To allow it would contrary to legislative policy that the losing party should not be responsible for a success fee – s.58A(6) Courts and Legal Services Act 1980;

    iii) It would amount to an increase in damages by way of costs;

    iv) It may put a CFA funded litigant in a better position in terms of negotiation due to the risk of a substantial costs burden;

    v) It would put a claimant in Inheritance Act proceedings in a better position than, say, a claimant in a personal injuries claim.

52. The second case is *Bullock v Denton*, an unreported decision of His Honour Judge Gosnell in the Leeds County Court in a judgment given just 9 days before this hearing. In that case the claimant had entered into both a Damages Based Agreement with her first set of solicitors and a Conditional Fee Agreement with her second solicitors and arguably might be liable under both agreements. The judge disregarded the potential DBA liability and considered the CFA. In that case there was a success fee representing a 50% uplift on costs which as at 7 June 2019 (i.e. almost a year before trial) stood at approximately £24,000 + VAT with a substantial (but unquantified) increase as a result of the trial. The judge allowed a figure of £25,000 in total in respect of the CFA by way of contribution. That was added to the claimant's award.

53. As it is impossible for me to know how much the true liability by way of success fee was, I can only surmise, but it seems to me that what was awarded was bound to have been less than half the uplift to which the solicitors were entitled under the CFA.

54. It does not appear that HHJ Gosnell was referred to the decision in *Re Clarke*.

55. I accept that it is appropriate for me to consider this liability as part of C's needs. I do so largely for case specific reasons. I am not making a large award (unlike in *Re Clarke*).

It is not an award that permits of much elasticity. If I do not make such an allowance one or more of C's primary needs will not be met. The liability cannot be recovered as part of any costs award from the other parties. The liability is that of C alone. She had no other means of funding the litigation.

56. I refer also to the obiter comments of Briggs J (as he then was) in *Lilleyman v Lilleyman* [2012] 1 WLR 2801 where the judge was faced with the risk in an Inheritance Act claim of the award being undermined by the effect of undisclosed negotiation offers. He said this:

26. I must in concluding express a real sense of unease at the remarkable disparity between the costs regimes enforced, on the one hand for Inheritance Act cases (whether in the Chancery or Family Divisions) and, on the other hand, in financial relief proceedings arising from divorce. In the latter, my understanding is that the emphasis is all on the making of open offers, and that there is limited scope for costs shifting, so that the court is enabled to make financial provision which properly takes into account the parties' costs liabilities. In sharp contrast, the modern emphasis in Inheritance Act claims …

The judge then went on to observe that the potential for negotiation offers to undermine a judge's attempt to meet needs is a disadvantage to the sole litigation costs regime.

57. It was, of course, for that main reason that the making of Calderbank offers in matrimonial financial remedy cases was outlawed.

58. I intend to adopt the same approach as HHJ Gosnell. I think that it would not be fair on C for me to ignore completely her liability to her solicitors. But, I recognise that there is a risk of injustice to the estate, in particular if an appropriate Part 36 offer had been made, of which I am necessarily unaware at this stage of proceedings. In addition, I flag up that I do not know the precise terms of the agreement and what is the definition of "success". If my award does not bring about the operation of the uplift, I will revisit this element of the award.

59. I cannot see how I can avoid some potential (and it is only potential) injustice to either C or the estate. All I can do is mitigate the potential by taking a cautious approach towards this liability.

60. Bearing that approach in mind and knowing what I do of the case, I cannot envisage how it could reasonably be thought that the chance of failure was a high chance. I propose to allow the figure, as part of C's needs, of £16,750, which approximates to a 25% uplift.

Conclusion

61. I had been minded at one stage of the case to accede to C's list of priorities and to provide for her a flat at the bottom end of the bracket and the necessary sum to meet her medical costs and other capital, but not income, needs. But this alone would consume a minimum of some £410,000 and when the inheritance tax payable on the award and C's legal costs are added to the total there is next to no headroom against the maximum that C can recover in law and a risk, depending on the sale price of the family home, that the award cannot meet the purpose for which it is given.

62. More fundamentally, I have concluded that such an award would be wrong in principle. I bear in mind the following points in particular:

    i) The priority must be ensuring that C's mother, the beneficiary of the estate, is able to meet her care home costs for the rest of her life; if her interest in the estate is limited purely to her entitlement to a half share of the joint bank accounts and the family home that security is at risk;

    ii) C's parents have had no financial responsibility for C since 1999 or 2000 when she left the family home save for the period 2007-2011 when she had been a student and first returned to London. Thereafter she has been financially independent.

    iii) C had estranged herself from her parents. She told Dr S that she had not seen her parents in the last 20 years and told me that she had not done so in the last 10 years. She had accepted her parents' phone calls but had never initiated them. This was a source of great grief to them. I accept of course that the medical condition was a significant factor in her behaviour, but her estrangement is not a matter that I can ignore.

    iv) C's priority need is to get well again. While she puts her housing needs as her first priority, I have concluded that it is her other needs that are the more important. Above all she needs to recover her health and to be properly financially supported over the 3 years that that is likely to take. In my judgment it is that target which the award should be aimed at.

    v) It is better that I award a sum that I can be satisfied will be sufficient to meet the object of the award rather than run the risk of falling short.

63. I have read and re-read the evidence and submissions made on C's behalf. I recognise that C and her partner want a new home, and that C's wish is to buy her home on her own without her partner having any financial interest in it. When I asked whether she might buy with the assistance of a mortgage taken out by her partner, that was expressly disavowed.

64. C submitted that if I did not allow a housing fund, I should make an award of an income fund for life and, applying the Duxbury tables, I should allow a figure of £25,000 pa so as to require a capital sum of £438,000. I cannot see how such an approach could be fair or reasonable.

65. I have therefore arrived at the conclusion that:

    i) The will did not make reasonable financial provision for C; and

    ii) I should make an award that would constitute reasonable financial provision.

    iii) That award should be calculated by reference to what C requires to meet her current financial needs. It is not a case where C should, in effect, be set up with a home or income fund for life.

66. My award will comprise the following matters:

i) £17,000 for the ongoing costs of therapy and psychiatric oversight, taking a mid-point figure;

ii) C has an income shortfall of £1,338 per month if no contribution is received from her partner. That shortfall will reduce a little by the provision that I am making for the costs of therapy which will henceforth be otherwise funded. Her partner currently makes what I accept is an unsustainable contribution of £1,029 per month. I am sure that he is capable of making some contribution towards the household but I shall deal with it by saying that the contribution that he will make henceforth is properly set against and used to meet the additional expenses which C is unable currently to make and which might be described as non-essential but reasonably wished for, namely such matters as holidays, insurances, pension provision etc. Thus it is that these matters will be able to be afforded. 3 years' worth of the full shortfall amounts to £48,168;

iii) By reason of the award C is likely to lose the benefit of her universal credit at the current rate of £884 per month. On the basis that I am making provision for 3 years during which time it is hoped that C will complete her recovery and be able to return to work, the loss of 36 months of universal credit means that there is an additional income need of £32,000;

iv) I allow the additional sum of £15,000 for replacement of the white goods and upgrade of the car as C requests;

v) I recognise that C has housing difficulties and that she may need to move to somewhere with a more sympathetic landlord and/or space. That is likely to require a rental deposit and for that I allow the additional sum of £10,000;

vi) The sum required to meet what I regard as a reasonable CFA mark-up of £16,750.

The total of all these comes to £138,918.

67. To the extent necessary to meet the orders in this case, I exercise my power under s.9 of the Act to facilitate the making of the necessary provision.

68. This meets all her claimed needs except the cost of a new property. For reasons that I hope I have explained, I have decided that it would not be reasonable on the facts of this case to expect such provision to be made.