Neutral Citation Number: [2021] EWHC 2202 (Fam)

IN THE HIGH COURT OF JUSTICE
FAMILY DIVISION

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 23 April 2021

Before:

Mr Justice Poole

- -

Between:

BSA **Appellant**

and

NVT

Respondent

- -
- -

Adal Ibrar for the **Appellant**
Dorian Day (instructed by **Russells Solicitors**) for the **Respondent**

Hearing date: 31 March 2021

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JUDGMENT

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 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.

Mr Justice Poole:

Introduction

1. The Court is concerned with an application made in the course of two, consolidated appeals brought by BSA ("the father"). The applicant is the Respondent to the appeals, NVT ("the mother"). She applies for an order that the appeals be dismissed unless the father pays outstanding costs orders and other amounts previously ordered by the court. The order she seeks is known as a Hadkinson order.

2. The mother is a British citizen who lives in London. The father is also British citizen but resides in Switzerland. The parties have two children, a girl and a boy. The parties met in 1999 and were in a relationship for 17 years but never married. The mother and children have lived at a property in London where the mother still lives, with the father living in Switzerland. The property occupied by the mother is owned by a Trust and has a value of about £12m.

3. The history of proceedings is complex but central to the application before this court.

    a. In 2018 the mother sought relief under Schedule 1 of the Children Act 1989, which claim was resolved by agreement recorded in the court order of DDJ O'Leary at the Central Family Court on 11 December 2018. The case number was ZC18P04019. Within the whole agreement, the mother and children would continue to live at the family home until completion of the purchase of a new home. The father agreed to make a housing fund of £2.75m available for the purchase of a new home for the mother and the children which the mother would be entitled to occupy until the earlier of the daughter reaching the age of 18, the mother's death, the deaths of both children, or further order of the court. The father would pay the outgoings on the family home, £1000 per week for maintenance, £30,000 per annum towards the cost of a nanny until The daughter was 16 years old, school fees for both children, a lump sum of £200,000 to the mother in instalments, the last of which was due on 24 December 2020, and £77,875 in outstanding fees to the mother's previous solicitors, Russells, on completion of the purchase of the new home.

    b. On 13 February 2019 DDJ O'Leary made a further order reflecting further agreement that the father would purchase the new home and simultaneously with the purchase the mother would enter into a tenancy agreement with the father allowing her and the children to occupy it rent free. It seems that no terms were agreed or ordered as to what should

happen in default of the purchase of a new home. As it is no home has been purchased and, as will be seen, the parties have contested payments, child arrangements, and the mother's continued occupation of the family home.

c. By application of 7 October 2019, the mother sought to enforce DDJ O'Leary's first order by way of Judgment Summons due to the father's alleged non-compliance with a number of the terms of the order but primarily the provision of a housing fund for £2.75m. She also made an application for an interim costs allowance to fund the legal costs of her application and proceedings under the Children Act 1989 for section 8 orders.

d. The father then brought section 8 proceedings himself seeking child arrangements orders. This was case number ZC19P01032. The date of the application was 1 August 2019.

e. On 17 September 2019 HHJ Oliver ordered that by no later than 4pm on 3 October 2019 the father shall serve a statement exhibiting his updating financial disclosure. On 8 October 2019 HHJ Oliver noted that the father had failed to comply with that order. He was ordered to serve the attachments referred to in the document exhibited to his statement dated 3 October 2019 by 4pm on 22 October 2019 and to serve updating financial disclosure by the same time and date, with a list of assets included in the order in relation to which disclosure was required. HHJ Oliver also attached a penal notice to the order of DDJ O'Leary dated 11 December 2018 (he did not restrict the penal notice to specific provisions, so it appears to apply to the whole of the order). HHJ Oliver made interim costs allowance orders against the father with payment by three instalments as specified in his order, the total amount being £45,967 and the last date for the final instalment being 2 December 2019.

f. The father appealed the order and, by her order of 30 October 2019, Mrs Justice Knowles stayed the order of 8 October 2019 save that the father had to comply with paragraphs 12 and 13 of the order, being the service of the attachments to his statement and updated financial disclosure, by 22 October 2019. The appeal was refused on paper. The father sought to renew at an oral hearing which was eventually heard by Mr Justice Williams on 11 October 2020 when he dismissed the application for permission and made an order for costs against the father, summarily assessed in the total sum of £25,500 payable within 14 days. The stay on the order of 8 October 2019 was discharged.

g. Meanwhile, on 22 November 2019, HHJ Oliver adjourned a hearing due to take place on 29 November 2019 in the child arrangements case. He refused the father's permission to appeal. He was invited to recuse himself by the father. He declined to do so and refused permission to appeal against that decision. The children were by now parties to the

child arrangements application. A section 7 report from NYAS was to be filed and served.

h. On 20 January 2020 HHJ Oliver was faced with new applications including the father's for an occupation order, NYAS' application for an urgent hearing, the mother's application for further legal costs funding, and the mother's application for a specific issue order for return of the children from Switzerland after she alleged that the father had not returned them after an agreed date. The father application for an occupation order was adjourned generally with liberty to apply. Directions were given.

i. Further directions hearings followed. On 8 July 2020 HHJ Oliver adjourned the mother's further costs allowance application generally with liberty to apply.

j. In a judgment delivered on 16 October 2020, following a hearing on 1 September 2020, HHJ Oliver made a child arrangements order with the son to live with the father, the daughter to live with the mother, and each child to spend time with the parent with whom they were not living. The father's application for an occupation order was dismissed. The mother's application for a judgment summons in respect of the Schedule 1 order was to be listed for a directions hearing on 1 December 2020. The mother's application for a further costs allowance was listed for directions on the same date. The order records, "no order as to costs on the section 8 Children Act 1989 matter, save for legal aid taxation of the publicly funded parties' costs." There was no mention of costs of the father's application for an occupation order.

k. The mother was then served with notice to quit by the Trust, legal owners of the property that she and the children reside in. She therefore made a without notice application under s36 of the Family Law Act 1996 to protect herself from being evicted. That relief was granted and then confirmed at an *inter partes* hearing where The Trust was also represented, on 1 December 2020. At that hearing HHJ Oliver also listed the mother's application for a judgment summons to be heard on 11 January 2021. HHJ Oliver's order noted that he had declined the father's application for the judgment summons to be heard by a different judge.

l. The father appealed against the order of 1 December 2020 (which had been approved by HHJ Oliver on 23 December 2020), including the granting of relief to the mother under s. 36 of the FLA 1996. I gave directions in the appeal and refused to stay the proceedings pending determination of permission to appeal.

m. On 11 January 2021 HHJ Evans-Gordon heard the case. The mother had applied for a second judgment summons on 15 December 2020 in respect of the father's termination of payment in respect of the children's nanny which he had agreed and had been ordered to pay in

the orders before DDJ O'Leary in 2019. She ordered a further hearing on 21 January 2021 to give directions on that application for a judgment summons. HHJ Evans-Gordon granted the mother's application for a costs allowance being £88,796.37 payable in two equal lump sums, the second being payable on 22 February 2021. This was said to be "a costs allowance by way of historic costs incurred by representation by Counsel and Messrs Russells Solicitors in the proceedings to date." She also ordered three lump sums of £14,000 to be paid by the father on 31 March, 30 April and 31 May 2021, by way of costs allowance for the "projected sum from the date hereof until the conclusion of the proceedings". She made costs orders on the mother's s.36 Family Law Act application in the summarily assessed sum of £8,767.80, payable within 14 days, and the father's failed exclusion order application in the summarily assessed sum of £25,939.72 payable within 14 days.

n. The father appealed these orders, and directions were given by Mrs Justice Judd on 2 February 2021. This court then becoming aware that there were two extant appeals, on 16 February 2021 I ordered that the two appeals be heard together and reserved to me. On 5 March 2021, I made a consent order giving directions for the hearing of the mother's application for a Hadkinson order. That application has come before me today.

o. The hearing of the two judgment summonses, now consolidated, is listed for final hearing on 8 July 2021 for two days before HHJ Oliver.

The Legal Framework

4. The mother's application is for what is known as a Hadkinson order, after the case of *Hadkinson v Hadkinson* [1952] 2 All ER 567. Such an order imposes a condition on a party to litigation, including an appellant, who is in contempt, failure to comply with which will preclude them from taking some specific further step in the litigation. It is a case management order. Here, the mother seeks orders that the father must pay outstanding sums ordered by the court in default of which his appeals should be dismissed. Lord Justice Denning said in that case:

> "It is a strong thing for a court to refuse to hear a party to a cause, and it is only to be justified by great considerations of public policy. It is a step which a court will only take when the contempt itself impedes the course of justice and there is no other effective means of securing his compliance".

5. In the more recent Court of Appeal judgment of *Assoun v Assoun* [No.1] [2017] EWCA Civ 21 at [3] Lord Justice Ryder said,

> "Such an order is draconian in its effect because it goes directly to a litigant's right of access to a court. It is not and should not be commonplace. As developed in case law, it is a case management order of last resort in substantive proceedings (for example for a financial remedy order) where a litigant is in wilful contempt rather than a species of penalty or remedy in committal proceedings for contempt."

6. In *C v C (Appeal: Hadkinson Order)* [2011] 1 FLR 434 Eleanor King J made a Hadkinson order on appeal to the High Court and summarised the necessary conditions to be met before such an order can be made. The were:

> "1. The respondent is in contempt.
>
> 2. The contempt is deliberate and continuing.
>
> 3. As a result there is an impediment to the course of justice.
>
> 4. There is no other realistic or effective remedy.
>
> 5. The order is proportionate to the problem and goes no further than necessary to remedy it."

7. In *Mubarak v Mubarik* [2006] EWHC 1260 (Fam) Bodey J held that:

> '[65] I conclude that non payment in breach of a matrimonial order to pay money is in itself a contempt of court. There is in my judgment, no requirement that it should be shown to have been culpable, i.e. that the non paying party had the means to pay. I disagree with the conclusion of Ryder J to the same effect and in so doing I take into account as persuasive the views expressed by the Court of Appeal in *Baker v Baker (2)* [1997] 1 FLR 148. I repeat that in *Gower v Gower* (1938) P106 the father's non payment of the costs was specifically held not to be wilful, yet he was described by the court as being in contempt by the mere fact of such non payment.
>
> [66] In my judgment therefore questions of culpability come into play as regards the court exercising its discretion as to whether and how to act on the contempt so established."

8. Even more recently, in *Gafforj v Gafforj* [2018] EWCA Civ 2070, Peter Jackson LJ re-iterated the principles articulated by Eleanor King J in *C v C*, and emphasised that a Hadkinson order is a flexible one with a range of possible sanctions. In that case the Court of Appeal made orders that the father's appeal be dismissed unless he paid an amount he had previously been ordered to pay

by way of a legal services payment order, and the mother's costs of the Hadkinson application by a certain date.

Evidence

9. The mother relies on the statement of Carol Ellinas, her solicitor, Partner and Head of the Family department at Russells solicitors, dated 19 February 2021, to which the father has responded with his own statement dated 29 March 2021. The father has responded with his own statement served only shortly before the hearing. Ms Ellinas points to a number of alleged breaches of orders by the father, in particular:

    a. Breach of paragraph 4(ii) of the order of DDJ O'Leary providing for the father to make a housing fund of £2.75m available for the purchase of a new home for the mother and the children. She says that this provision also triggered payment of lump sums and legal costs on behalf of NVT and periodical payments for the benefit of each child. The father denies this breach. I have no documentary evidence relating to payments, non-payments, requests for payments, or communications about the purchase of a new house. The difficulty is that there was no timetable ordered for the making of a housing fund and because the new house has not been purchased, the other obligations have not been triggered, and so the father is not obviously in breach. During submissions Mr Day for the mother accepted there was not fixed date for this provision and did not press a case that there had been a breach of this part of the order.

    b. Breach of paragraph 5(ii) of the order of DDJ O'Leary in that the father has failed to pay £1,000 a week whilst NVT remains living at the family home. The father does not deny this alleged breach in his statement but says that it is a matter that will be determined by the court on the final hearing of the judgment summons in July 2021. I have not been provided with any statement of arrears in respect of these payments. The order was made on 11 December 2018 and so the total payments of £1,000 per week should now have amounted to £119,000. The mother has not told the court the amount that has not been paid. It is said that it is roughly 50% (which would be about £60,000), but that is bare assertion. In submissions on behalf of the mother Mr Day told me that the arrears are £26,000 and that the mother has deposed to that, or a similar amount, in the lower court. I do not have that evidence. It behoves the applicant to establish the conditions for the making of a Hadkinson order.

    c. Breach of paragraph 5(iii) of the order of DDJ O'Leary for failure to pay £30,000 per annum for a nanny for The daughter. The father calls Ms Ellinas' statement on this "blatant lies", saying that he has always paid for a nanny when one has been employed, but refused to pay for a cleaner. I note that the order was for the father to pay the nanny directly and was conditional on the mother providing a copy of the nanny's employment contract. I have no documentary or other evidence to show that the father has not complied with the requirements of the

original order in this respect. Mr Day says there is £5,000 outstanding but there clearly is a dispute about whether this amount is due and owing.

d. Breach of the order of HHJ Evans Gordon of 11 January 2021 in making payments for costs and costs allowances under paragraphs 4, 5 and 6 of that order in the total sum of £123,503. The father says that these are the very orders he seeks permission to appeal. He has not, however, applied for a stay in relation to those orders and he accepts that the monies ordered to have been paid by now, have not been paid. Those include the sums payable as historic costs, and the costs under paragraphs 5 and 6 in respect of the mother's application for relief from eviction and the father's order for an exclusion order. The three sums of £14,000 in respect of projected costs have not, before the first day of the hearing, become payable. In the absence of a stay, they must be paid.

10. DDJ O'Leary's order also included an order that the father would pay a lump sum of £10,000 to the mother via her solicitors Vardags on or by 24 December 2018, £50,000 on or by 24 December 2019 and a further £50,000 on or by 24 December 2020. Mr Day informed the court that the £10,000 sum was paid but not the two sums of £50,000. Ms Ellinas did not refer to the outstanding two sums of £50,000 in her witness statement and Mr Ibrar on behalf of the father said during submissions that it was a surprise that Mr Day had sought to rely on the non-payment of those amounts as a contempt. Mr Ibrar told the court that his client instructed him during the hearing that an agreement had been reached to vary the order of DDJ O'Leary so that those two sums did not become payable until the purchase of the new house. He contended that since that event has not yet occurred, the sums are not yet payable and there has been no breach by the father of that part of the order. He told the court that his client had a screenshot showing such an agreement to vary. Given that Ms Ellinas had not expressly relied on non-payment of the two sums of £50,000 in support of the application, I gave permission for the father to file and serve the written evidence of an agreement to vary, or waiver by the mother, by 4pm on 1 April 2021, later extending that to 4pm on 6 April 2021. I also gave permission for each party to file and serve further submissions on the issue of an alleged agreement to vary or waiver, limited to two pages. I have received submissions – Mr Ibrar's running to four pages – notwithstanding the fact that the father has not produced any such agreement, nor even the screenshot I was told about at the hearing.

11. The father was ordered to pay an interim costs allowance by HHJ Oliver on 8 October 2019 in the sum of £45,967. He was refused permission to appeal against that order at a renewed oral application before Williams J at which he was also ordered to pay the costs of the appeal in the sum of £25,500. Mr Day accepts that those sums have been paid.

Discussion and Conclusions

12. I make no comment about the merits of the appeals which will fall to me to determine at the permission stage, and if permission is given, at the substantive stage. I have indicated to the parties, who agreed, that a rolled up hearing would be appropriate in this case, at which I will hear oral submissions on permission to appeal followed by the appeal. I hope that it will save time to deal with the appeals in that manner. The first appeal is against the order of HHJ Oliver dated 1 December 2020, approved on 23 December 2020 in which he confirmed the s36 Family Law Act 1996 order on the mother's application, excluding the father from the former matrimonial home, and declined to recuse himself from hearing the judgment summons application (now due to be heard in July 2021). I have already given directions in that appeal and dismissed an application for a stay. The second appeal is in relation to the amounts ordered by HHJ Evans Gordon on 11 January 2021. No stay has been sought and the father accepts that the amounts are outstanding. The amounts outstanding at the start of the hearing of this application were:

    a. £88,796,37 in respect of "historic" costs. These are not referable specifically to either of the orders referred to at 12(b) and (c) below.
    b. £8,767.80 in respect of the summarily assessed costs of the mother's s.36 FLA 1986 application. The determination of that application by HHJ Oliver is under appeal.
    c. £25,939.62 in respect of the summarily assessed costs of father's application for an exclusion order which was dismissed by HHJ Oliver on 1 September 2020 (wrongly recorded on the order as 1 September 2021). There is no appeal against that decision of HHJ Oliver however he made no mention of the costs of the father's dismissed application. By r.44.10 of the Civil Procedure Rules, where the court makes an order that does not mention costs then the general rule is that no party is entitled to costs. The father appeals the costs order for £25,939.62 made by HHJ Evans Gordon on the basis that she should not have summarily assessed costs when no order for costs had been made by HHJ Oliver. I am not now determining the appeal, but merely noting the history.

13. The father has made no application to vary any of the orders to which I have referred, breaches of which the v relies upon in this application.

14. I am not satisfied that the evidence provided to this court shows that the father has breached the orders of DDJ O'Leary in respect of provision of a housing fund of £2.75m, maintenance of £1,000 per week, or payments to a nanny. There may be evidence to show such breaches but it has not been produced to me. In relation to the housing fund, there is no self-evident default; I have not been provided with a schedule of payments or non-payments of maintenance; and the employment of a nanny, and therefore liability to pay, is strongly disputed. The burden of proof of contempt falls on the applicant mother, and I am not satisfied that the father is in contempt in those respects.

15. On the other hand, I can be sure that the father has not paid lump sums totalling £100,000, in two equal instalments due on 24 December 2019 and 24 December 2020, as he had agreed to do, and as was ordered by DDJ O'Leary on 11 December 2018. He has accepted as much through his Counsel. I was told that there had been an agreement to vary the agreement/order in respect of those payments and I gave the father time to produce evidence of such an agreement to vary, or an agreement by the mother to waive payment, but he has not produced any evidence. In the circumstances I can be certain that the payments have not been made, there has been no agreement to vary or waive the payment terms, and the father is in contempt by not making the payments of £50,000 on 24 December 2019 and 24 December 2020
respectively. These sums were ordered to be paid to the mother "via her solicitors Vardags". Outstanding fees to Vardags as of 11 December 2018, on completion of the purchase of the new home, were to be deductible from the two sums of £50,000. The new home has not been purchased and so no deductions have been required.

16. I can also be sure, because he admits it, that the father has not paid the sums which should have been paid before the date of this hearing as ordered by HHJ Evans Gordon, namely £88,796 payable in respect of "historic costs", and further costs orders at paragraphs 5 and 6 of £8,767.80 and £25,939.62 respectively.

17. I am satisfied, to the requisite standard of proof, that the father is in contempt for not paying those amounts: the two sums of £50,000 and the costs orders of HHJ Evans Gordon referred to in the previous paragraph. This does not, as submitted on his behalf, necessitate a previous finding of contempt. As the court held in *Mubarak v Mubarik* (above) non-payment in breach of a matrimonial order to make payment is in itself a contempt. This principle was approved by the Court of Appeal in *Gafforj* (above). The two sums of £50,000 remain unpaid in clear breach of the 2018 order of DDJ O'Leary and the father is thereby in contempt. Likewise, the orders in respect of costs made by HHJ Evans-Gordon remain unpaid and the father is in contempt by reason of such non-payment.

18. The father frankly admits the non-payment of the amounts ordered by HHJ Evans Gordon, has not sought a stay or variation, and has not undertaken to pay. He appeals the orders but he remains in contempt for not paying. The father states that he has no money, with which to pay the outstanding amounts but I have seen the short judgment of HHJ Oliver in October 2019, who found the father had an income of £750,000 per annum and the father has not provided any evidence other than bare assertion, to show that he is in a different position now. His contempt in not paying the amounts referred to is deliberate and continuing.

19. Without payment of historic costs and costs orders in relation to specific applications, the mother's ability to contest this litigation and to continue to seek to enforce past orders is significantly restricted. It appears from the litany of orders in relation to costs that she is in debt to her solicitors for a considerable sum. The non-payment of substantial costs orders is a clear impediment to

justice of the kind recognised by Peter Jackson LJ in *Gafforj* (above). I am particularly concerned that her ability to contest the appeal will be impeded because of the mounting unsatisfied costs orders.

20. I am less convinced that the non-payment of the two sums of £50,000 due in December 2019 and December 2020, represent an impediment to justice. The sums were referred to in the skeleton argument of Mr Day for this hearing but not in the proposed draft order submitted on behalf of the mother shortly before the hearing, and not in the statement of Ms Ellinas. The non-payments were not apparently relied upon by the mother in her application for a Hadkinson order. In the circumstances it appears that the mother did not regard the non-payment of those sums as an impediment to justice.

21. In determining whether to make a Hadkinson order I bear in mind that it is a case management order of the last resort. I bear in mind the history of this case and the fact that large past costs liabilities remain unpaid because the purchase of a new home was to trigger payment by the father and has not been achieved. I make no finding as to whether he has been in contempt in that respect, but the fact remains that the liabilities remain unmet. The mother has incurred further legal costs because of applications which the court has determined the father should pay. I have found that the father has failed to pay the two sums of £50,000 as agreed and ordered, and has been in contempt in failing to do so. Whilst I shall not make a Hadkinson order in respect of those two sums, they form part of the context. The right to appeal should not be unfairly restricted, but neither should a litigant be permitted to impede the course of justice through the use of the appellate process. The time it has taken for the mother to seek to enforce previous orders, and the father's serial applications and appeals, have resulted in the mother having a large costs burden and outstanding costs bills.

22. The costs of £8,767.80 ordered to be paid at paragraph 5 of the order of HHJ Evans Gordon were in respect of the mother's successful s.36 application. That order is under appeal but the order has not been stayed pending appeal, a summary assessment of costs has been made, and the father has not applied for a stay of the order for payment.

23. On the other hand, I am concerned that the costs ordered to be paid at paragraph 6 of the order of HHJ Evans Gordon, were in respect of the dismissal of the father's application for an exclusion order when HHJ Oliver, in dismissing that application, had not made an order for costs. Therefore the very principle of making an order for costs is in issue. It is not for me now to determine the father's appeal but I must be wary of imposing a Hadkinson order on the father in respect of a particular order for costs if that would risk causing an injustice to him.

24. The mother has not invited the court to make payment of the costs of this application a condition within a Hadkinson order.

25. Hadkinson orders are flexible and their application must be proportionate to the problem identified. I am satisfied that it is necessary and proportionate to order

that the father should now make a payment in the sum of £88,796.37 ordered to be paid by HHJ Evans Gordon at paragraph 4A of her order of 11 January 2021, together with the sum of £8,767.80 ordered to be paid by her at paragraph 5 of her order, the total payable by no later than 4pm on 30 April 2021 to the mother's current solicitors. Those sums have been ordered to be paid in respect of historic costs and a determined application which is not stayed, and were in addition to the specific, summarily assessed costs orders at paragraph 6 of the order. The father has not paid those sums, which total £97,564.17, by the dates ordered by HHJ Evans Gordon. He is clearly in contempt by reason of non-payment, he has not sought a stay, and he has sufficient income, on the court's previous findings, to make payment. I direct that the sum of £97,564.17 shall be held on account by the mother's solicitors pending the resolution of the appeal against the order of HHJ Evans Gordon. If the appeal against her order succeeds then those monies may be ordered to be repaid to the father. If the appeal fails then the monies will already be in the possession of the mother's solicitors as they should be already. In default of payment of the sum of £97,564.17 by 4pm on 30 April 2021, the father's two appeals shall be dismissed. That order will remove the impediment to injustice that has arisen because of the father's non-payment. It appears to me to be proportionate and the least that is necessary to remove the impediment to justice that non-payment in contempt causes the respondent mother.

26. I shall also direct that permission to appeal in both appeals shall be heard at an oral hearing, with the appeals to follow if and to the extent that permission is given. I can hear the permission to appeal applications and the appeals to follow on 29 June 2021 with an estimate of one day. That is before the final hearing of the mother's judgment summons applications before HHJ Oliver in July 2021 but after the PTR in those applications due to be heard in May 2021.
    The timing of the permission to appeal hearing allows for amendment of grounds of appeal and skeleton arguments prior to the hearing and should allow for the resolution of the appeals prior to the final hearing before HHJ Oliver. It will be a matter for him how to deal with the PTR given that the outcome of the appeal will be pending at that time.

27. In his further submissions, which were ordered to be restricted to the further evidence produced by the father of an agreed variation or waiver of the order for payments of £50,000 by 24 December 2019 and 24 December 2020, Mr Ibrar, for the father, makes further, broad submissions about why a Hadkinson order should not be made, including that the mother herself has been in breach of court orders. I note the submissions but the father did not choose to rely on breaches by the mother at the hearing, I have not been provided with evidence of breaches by the mother beyond assertion, and in the light of the findings I have made regarding the need and justification for a Hadkinson order against the father, I am not persuaded that the order should not be made because of asserted breaches by the mother.

28. I am very concerned about the language used and allegations made by the father in his statement in response to that of Ms Ellinas. She is a solicitor who has made a statement verified with a statement of truth. He repeatedly accuses her of lying or

blatantly lying and indeed says that her allegations are "wholly dishonest". It is not mere squeamishness on my part to observe that allegations of dishonesty and lying should not be made without care to ensure that there is evidence to support such them. These are very serious allegations to make against a solicitor that go well beyond an assertion that the solicitor is incorrect. If the father is to say that the solicitor for the mother has lied or has been dishonest, it behoves him to produce at least some evidence to support his allegation. He has not deigned to do so. I can make no finding on the allegations he makes of dishonesty but no doubt the father has been advised as to what the consequences would be for a solicitor who has made a "wholly dishonest" statement, with a statement of truth, to the court, and I expect, without making any specific direction, that he will in due course either produce evidence to establish his serious allegations or expressly withdraw them.