

**THE HIGH COURT**

**CIRCUIT APPEAL**

**[2024] IEHC 745**

**RECORD NO. H.CAF.2024.65**

**DUBLIN CIRCUIT**

**COUNTY OF THE CITY OF DUBLIN**

**BETWEEN:**

**F. F. (otherwise F. B.)**

**Applicant/ Respondent**

**AND**

**S. B.**

**Respondent/ Appellant**

**JUDGMENT of Ms. Justice Nuala Jackson delivered on the 25<sup>th</sup> November 2024.**

**INTRODUCTION**

1. These proceedings were commenced by Civil Bill issued in February 2017 in which pleadings F.F. sought a Decree of Divorce and ancillary financial reliefs. As delay accusations are made by both parties herein, it is appropriate that a chronology be set out but I do so being mindful that I may not have received all of the pleadings relating to this matter.
2. **14<sup>th</sup> February 2017** – Civil Bill for Divorce issued by the Applicant/Respondent, F.F..  
**11<sup>th</sup> May 2017** – Appearance entered by the Respondent, now Appellant (S.B.).  
**13<sup>th</sup> February 2017** – Affidavit of Means (1) of F.F..  
**3<sup>rd</sup> November 2017** – Affidavit of Means (1) of S.B..  
**22<sup>nd</sup> October 2020** – return date for first motion for judgment in default of defence (the 14-day letter exhibited in the grounding Affidavit is dated the 29<sup>th</sup> May 2020).  
**22<sup>nd</sup> June 2020**- Notice of Intention to Proceed served and filed by DD.  
**20<sup>th</sup> January 2021** (approximately) – motion to re-enter the above default motion issued in circumstances in which the original motion was struck out in the context of Covid-19 listings.  
**24<sup>th</sup> November 2021**- return date for the re-entry motion.

**1<sup>st</sup> February 2021** – Defence and counterclaim filed.

**17<sup>th</sup> August 2022** – Affidavit of Means (2) of F.F..

**6<sup>th</sup> April 2023** – motion to compel vouching of Affidavit of Means of S.B. issued by F.F.. It is unclear to me what order, if any, was made arising from this motion.

**6<sup>th</sup> November 2023** – Order made by Circuit Family Court (Judge Maguire) vacating the court date of the 20<sup>th</sup> December 2023 (it would appear that this was a case progression date but this is not entirely clear). An Order for costs was made in favour of F.F. as against S.B., not to be executed until the hearing of the action and adjourning the matter to the list to fix dates on the 15<sup>th</sup> December 2023 with priority.

**November 2023** – motion to come off record brought by solicitors for S.B. which relief was granted by the Circuit Family Court (Judge Maguire) on the 6<sup>th</sup> November 2023 followed by, on the

**17<sup>th</sup> November 2023** – a Notice of Change of Solicitor relating to the representation of S.B..

**3<sup>rd</sup> May 2024** – Affidavit of Means (3) of F.F..

**9<sup>th</sup> October 2024** – Divorce Decree and ancillary reliefs granted by the Circuit Family Court (Judge Hutton).

**11<sup>th</sup> October 2024** – Notice of Appeal filed by S.B.. On this date, S.B. also issued a motion appealing the refusal of a stay on its orders by the Circuit Family Court, which motion was returnable on the 4<sup>th</sup> November 2024.

**4<sup>th</sup> November 2024** – hearing date for appeal fixed by the High Court.

**20<sup>th</sup> November 2024** – Appeal hearing before me.

3. That there has been entirely unreasonable delay in this matter cannot be doubted. It is entirely unacceptable that proceedings issued in February 2017 would only come on for hearing in October 2024, some seven and a half years later. F.F. seeks to lay the blame for this delay entirely at the door of S.B.. She references the huge delay in filing a Defence and counterclaim and the multiple motions which had to be brought by her arising from defaults on his part in relation to pleading and in relation to the vouching of his Affidavit of Means. S.B. seeks to blame F.F.. He says that at all material times he wished to purchase F.F.'s interest in the family home and that she would not engage in this regard and that she altered her position in this regard on numerous occasions. He also points to the Covid 19 pandemic and delays occasioned thereby.

4. It is my finding having considered all of the evidence that substantial responsibility (perhaps not total responsibility) for the delays herein rests with S.B. It is clear that delay operated to his advantage in circumstances in which he was residing in the unencumbered family home and F.F. was residing in rented accommodation elsewhere. In his evidence to me, S.B. suggested that this was part of some plan on the part of F.F.. I do not understand how such alleged plan arises in circumstances in which it is amply clear that F.F. experienced additional costs arising from this delay, she experienced accommodation instability and furthermore it was F.F. who was the moving party in all applications to attempt to progress the proceedings. It is undoubtedly the case that Covid 19 caused some delay (in particular I note that the re-entry motion issued in January 2021 received a return date of November 2021). However, the proceedings herein were issued in excess of three years before the Covid 19 pandemic arose and yet no Defence and counterclaim was filed until four years post issuing of proceedings.
5. S.B. references settlement attempts made during this time. That such attempts were made is undoubtedly the case but settlement attempts are not a reason not to take the usual and procedurally required steps in the context of the family law, or other, litigation. I do accept that between 2017 and 2020, according to the paperwork presented to me, little was done by F.F. to utilise the available procedures to compel the filing of a Defence and the taking of the other procedural steps by S.B.. Proactivity is an obligation upon all parties to litigation (**Comcast International Holdings Incorporated and Others v, Minister for Public Enterprise and Others** [2012] IESC 50; **Cave Projects Limited v. Gilhooley and Others** [2022] IECA 245). There were other issues that arose relating to legal representation and these issues would appear to have been experienced by both parties. However, having regard to all of these matters, it is clear that the end result has been that S.B. has had full enjoyment of an unencumbered, clearly most comfortable, family home since F.F. moved out in 2016 and F.F. has not had such use or enjoyment.
6. There was a suggestion in evidence by S.B. that F.F.'s accommodation costs during this time were fictitious in circumstances in which she was residing in family-owned accommodation. It is clear that for a substantial part of the period since 2016 and continuing, F.F. has resided in an apartment owned by her brother who is a Ward of Court. When this matter came before the Circuit Family Court (Judge Hutton), there

were arrears of rent due by F.F.. The Circuit Court Judge, entirely correctly in my view, directed that these arrears be discharged as a matter of urgency and orders were made to this end. The suggestion that there would be any loss of financial resources to the Ward cannot be entertained. Whatever the views of either of the parties concerning this, the income from the property of the Ward ought not and cannot be permitted to be diverted for the benefit of either of the parties herein. It is therefore imperative that any current arrears of rent due to the Ward or the estate of the Ward (F.F's mother being one of the Committee of the Ward) must be paid and the responsibility for so doing rests with F.F. as she has been the tenant or occupant of the Ward's asset. However, in these circumstances, the debt to the Ward or the estate of the Ward and the sums paid in this regard over the long number of years are a reality to which regard must be had by me.

7. During the course of the hearing before me, I was presented with a number of documents. I will consider a number of these which I consider to be relevant to the matters which I have to determine.

#### **Documents 1 and 2 – Terms of Settlement (in or about 2017)**

8. I was presented with two typed documents in this regard. Neither party objected to my seeing these documents although, arguably, a “without prejudice” privilege should attach to them. S.B. proffered a document which was signed by him only and which had written upon it the date ‘2017’. This document seems to have contemplated a very sensible settlement between the parties in or about 2017, proximate to the date of separation. It essentially provided for a sale of the family home, with an equal division of the net proceeds; that each party would retain their own pensions; and, while it seems somewhat unclear in relation to savings, the evidence before me indicates that each party had significant savings at that time<sup>1</sup> and the document states “Funds/Savings .... to be itemised” but is unclear in relation to whether or not division or retention by each of their own funds was intended. There was also a provision that, for five years, each would have an entitlement to 50% of the estate of the other in the event of death. There

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<sup>1</sup> I have considered the Affidavits of Means of both of the parties from 2017. At that time, SB deposes to savings of €64,889 (including the joint account); FF deposes to savings of € 109,746 (including the joint account). However, it is clear that SB had a higher pension at that date and FF's Affidavit of Means of that time did not include her [redacted] account.

was to be no maintenance as between the parties. This document was not acted upon but I believe it to be an important document for a number of reasons:

- (a) It makes it clear that at that time both parties envisaged the sale of the family home and its equal division;
- (b) It makes it clear that at that time both parties recognised the equality of their positions within the marriage and their equal contribution to such assets as had been acquired.
- (c) This document dates from 2017. I also have the benefit of seeing two Affidavits of Means from 2017. In terms of assets at that time, over and above the family home, the parties had:
  - (i) Joint – EBS - €37,889
  - (ii) F.F. – PTSB x 3 accounts (total €71,858.68)
    - PTSB [redacted] (not included in the AOM of 2017) € unclear as of that date but valued at €46,781,84 in 2010 and €53,236 in 2013).
    - Pension €46,000 approximately
  - (iii) S.B. – Bank of Ireland €5,500
    - Credit Union €21,500
    - SSIA (not included in AOM of 2017)
    - Pension €75,000 approximately

9. It is difficult not to reflect that had this sensible agreement between acted upon and implemented much would have been saved in terms of legal expenses and litigation trauma. It was amply clear at the hearing herein that the parties' relationship is now extremely acrimonious and this has had a contaminating influence on other family relationships also. This is most unfortunate.
10. Document 2 was the same as Document 1 (a copy of same) save that it had various handwritten add-ins. I do not know who wrote these or when they were added. Document 2 was unsigned. There is a handwritten reference to "Adjustments for Rent". I simply do not know whether this was agreed at the time or not. S.B. denies that it was. F.F. contends that it was. I have found, on balance, that Document 1 is the more reliable. Both are of limited value at this stage save as indicated at (a) – (c) above. However, I do believe that the rental expenditure of F.F. over the period from 2016 to 2024 which has served to decimate her savings cannot properly be ignored.

### **Document 3 and photographs**

11. A significant issue between the parties related to cash sums held by S.B.. A very large sum was attributed to this by F.F.. Document 3 consists of a list of building works which F.F. states S.B did for cash remuneration. S.B. did not deny some level of cash earnings over the years but he indicated that this was not remotely at the level indicated by F.F. and, furthermore, that this had been expended on lifestyle expenditure over the years. Both parties agreed that they had had a most comfortable lifestyle. It is clear that there were nice holidays, home improvements and home expenditure, gifts to children and family celebrations. I have no doubt that S.B. carried out the works listed in Document 3. It is much less clear that these works were carried out on a cash basis only. It seems most likely, on balance, that these works were partially in cash and partially not so. However, importantly, the dates of the works in question are not included on the list and I was not informed of such dates. Given that S.B. did building works over a long number of years commencing in or about 2006, these building jobs likely span a considerable period. I heard from S.B. that he does not engage in such works any longer as he is in employment which is demanding of his time. I accept that such building works are no longer being carried out or, if they are, they are at a most modest level. S.B. has a demanding employment and he also cares for his mother who has been ill. I believe that this would leave little opportunity for such works. Having considered the evidence of both parties, I have concluded that there was a cash income over the years, that this was retained within the family home and used for exceptional and luxury expenditure and that, while there may be some such funds remaining at this time, I do not believe them to be very significant. Given that it is amply clear that S.B. carefully garners his assets (in this regard, I refer to the levels of savings in recent years at a time when his income was comparatively modest), I have concluded that it is highly unlikely that he would be storing large cash sums in a remote and insecure storage location such as was suggested.

### **Document 4 – Folio 21523F and photos**

12. A property (address redacted) was bought in the joint names of S.B. and his mother in or about 2020. S.B. says that this property beneficially belongs entirely to his mother.

In order to address the ownership of this property, I believe that it is necessary to consider the series of property transactions of S.B.'s mother, a person with whom S.B. clearly has a very close relationship and towards whom he is appropriately devoted. S.B.'s mother would appear to have sold her house in or about 2017 for the sum of €460,000. She downsized to an apartment which cost in or about €205,000, it would appear with a view to releasing funds to assist S.B. to purchase F.F.'s share in the family home. S.B.'s mother appears not to have been happy residing in an apartment and purchased a house for in or about €325,000 in 2020. This is the property which was purchased in joint names with S.B.. This property was acquired before disposing of the apartment and S.B. provided her with bridging finance of circa. €70,000 so that she purchases the house with these funds and the balance from the sale of her original house. The apartment was sold in 2021 for €265,000 and the loaned funds paid back to S.B.. There is evidence of these funds being repaid to S.B.'s Bank of Ireland account. S.B. indicated that his mother remains prepared to make funds available to assist him in his plan to purchase the family home.

**Document 5 – email thread with estate agent circa 25<sup>th</sup> – 27<sup>th</sup> September 2023**

13. This email thread seems to evidence efforts on the part of S.B. to interfere with the sale of the family home to third parties. It is amply clear that there are some defects associated with the family home. F.F. says these are minor in nature with a repair cost of circa. €15,000. S.B. says these are much more significant with a repair cost of circa. €50,000. I have no expert evidence in this regard. I found it somewhat inexplicable that the emails in question, although addressed to both F.F. and S.B., would not appear to have been sent to S.B. by the estate agent. S.B. denies receipt of same. F.F. says the estate agent so emailed both parties but that there were separate emails sent as she did not wish disclosure of her email address. S.B. says the estate agent and F.F. have a long standing relationship of friendship. I have concluded on the evidence before me that S.B. most likely did seek to present the property in the most negative light possible to prospective purchasers and to make the purchase of it as unattractive as possible in order to advance his own desire to purchase F.F.'s interest therein.

**Document 6 – emails from prospective purchaser (January 2024)**

14. It is clear from the correspondence which went between the parties in 2023 (in this regard I refer to Document 13 below) that a decision was made to put the property on the open market for sale with a view to establishing the true market value of it. It appears to me that F.F. was not adverse to S.B. purchasing the property if he could afford to do so but there was disagreement between them as to the value of same. There is no doubt that the only accurate valuation of any asset is the price that someone is prepared to pay for it and, to this end, the use of the market to establish a valuation is understandable. However, it is extraordinary in this case that the prospective third party purchasers were put to so much delay and expense in the context of such an exercise. I will consider this further below in the context of the *inter partes* correspondence furnished to me.

**Documents 7, 8, 9 and 10 – alleged undisclosed accounts of F.F.**

15. Documentation was produced by S.B relating to previous accounts with financial institutions held by F.F.. It was alleged that these accounts had not been disclosed. Document 7 indicated that S.B. had never activated his laser card for a joint current account of the parties. I am not sure that much turns on this. Document 8 is the valuation of the PTSB [redacted] account in 2010. I was also provided with a valuation of this account in 2013 being €53,236. This account was omitted from the Affidavit of Means of F.F. in 2017. In the 2022 Affidavit of Means of F.F., this account was disclosed but with a balance of €10.75. It would appear, on balance, that the funds in this account were expended between the date of separation and 2022. Document 9 relates to a PTSB Term Deposit account (account number redacted) and dates from 2008 when this account appears to have had a balance of approximately €20,331.39 Document 10 relates to another PTSB account (account number redacted) with a balance of €26,029.53 which sum was withdrawn in February 2010. F.F., under cross examination, was adamant that all her financial resources had been disclosed. It appeared to me that it was in the context of the appeal that these somewhat old accounts were being resurrected and questioned. It would have been much more satisfactory if these financial queries had been addressed in the context of case progression and at a much earlier time. On balance, I consider F.F. to have been truthful in relation to her accounts and, while it is most likely that these accounts were merged with others over



the years, I simply cannot be certain of this on the evidence before me. Yet again, as with the allegations of cash, I believe that the family had a good lifestyle over the years and resources were required to fund this. I consider it likely that there was some roll over of accounts taking place. I note that the [redacted] account had a value of €46,781.84 on the 1<sup>st</sup> February 2010 which would approximately accord with an amalgam of the other two PTSB accounts as of that date. In addition, the withdrawal of all funds from the (account number redacted) occurred on that same date, 1<sup>st</sup> February 2010.

### **Document 11**

16. Loan agreement between F.F and her sister, T.F, relating to funds for the payment of rent arrears due and owing to their brother, a ward of court, or his estate. I have set out above my agreement with the Circuit Family Court Judge in relation to the imperative nature of discharging sums due and owing to a Ward of Court/estate of a Ward of Court.

### **Documents 12 (bundle)**

17. Bank statements relating to accounts of S.B.. In his 2017 Affidavit of Means, S.B referenced savings and pensions as set out previously in this judgment. It is clear that there has been some pension encashment by him and that he has continued to save. He would appear to have invested some of his savings in a KBC account (undisclosed) and the monies therefrom were advanced to his mother as a form of bridging finance between the purchase of her current house and the sale of her apartment. These sums do appear to have been paid back to him by his mother. While the transactions were not supported by a full paper trail and this did not help transparency, I believe that the evidence indicated that the sums in his savings accounts consisted of the pension encashment, the return of funds from his mother, the remains of an old SSIA account, a portion of joint savings and additional savings in recent years.

### **Document 13 (bundle)**

18. Interparty correspondence May 2023 – October 2023.

19. It is clear that the parties agreed to put the property on the market in 2023 with a view to establishing the market value of same. F.F.'s solicitors by letter of the 18<sup>th</sup> May 2023 referenced "*We confirm that we have proposed that the family home should be put on the open market to ascertain the valuation and anticipated market value in order that the parties might proceed to find some common ground in that regard.*" On the evidence, it seems to me that F.F. has never been against S.B. purchasing her interest in the family home but she wants this to be at full value and without delay. The plan of action is reiterated in the letter from S.B.'s solicitors of the 31<sup>st</sup> July 2023 – "*We note that once the true value of the property has been realised ie there is an offer on the property, we might then arrange a further settlement meeting for the purpose of trying to enter into terms of settlement to get this matter finalised for you.*" It is also clear to me that S.B. has sought to reduce the valuation of the property and I believe that he sought to dissuade prospective purchasers with a view to reducing the price on offer. I have concluded that the responsibility for delay is primarily his. If he wished to buy out the interest of F.F. in the property, he should have been open and transparent in vouching that he had available to him the funds to do so. He was not. He repeatedly states that he has access to funds sufficient to do so but he has not demonstrated this (indeed, it remained somewhat opaque at the hearing before me). Of course, all the while delays so occurring occurred in the context of his having full enjoyment of an unencumbered property while F.F. was renting elsewhere.

## **BACKGROUND**

20. Having considered the foregoing evidence put before me at hearing, I must address the marital background of this case. This is far less controversial it seems to me. S.B. and F.F. married in 1988. Both have worked hard during the course of the marriage both in relation to family responsibilities and in occupational employments outside the family home. They achieved much together. Importantly, they raised two children together who are now independent and making their own way in the world. The parties are clearly both hard working and talented. There have been some occupational ripples resulting in redundancies but there is no indication of waste or profligacy. The parties worked hard to acquire a very superior and comfortable home. S.B. used a redundancy payment to discharge the mortgage. Both parties have skills which enabled the enhancement of the family home. Both continue in gainful employments and there is

not significant difference between them in this regard. The employment of S.B. may be somewhat more secure in nature but F.F. has been, essentially, in the same occupation over many years albeit with her employer/primary contractor having different iterations. Both have modest private pension provision although I assume that they will both be entitled to the State contributory old age pension in due course. I am mindful that S.B. encashed part of his pension so that it now forms part of his savings but I will consider savings below. S.B.'s pension assets are stated to have a valuation of €46,200. F.F.'s pension assets appear to be approximately €53,500. There is a disparity in valuation of the family home. In relation to savings, it is a fact that F.F. has had to use her savings to supplement her income since separation in order to pay rent. In consequence, her savings have been decimated while S.B.'s savings continued to grow. I do appreciate that his pension encashment forms part of these savings and also his half share of a joint account which was divided (approximately €18,000). Whatever the source of these savings, he has been in a position to maintain and increase same over the separation period while F.F. has not. Proper provision requires that this be addressed.

## **THE FACTORS FOR CONSIDERATION**

21. These specific factors which must be considered by me, alongside all other circumstances, are set out in section 20 of the Family Law (Divorce) Act, 1996. I have considered these. Both parties are gainfully employed/occupied (I note that F.F. works on a self-employed, consultancy basis). Their employments/occupations seem secure. F.F. appears to earn less than S.B. but as her occupation is largely unchanged over the years, I consider that her earning capacity is likewise unchanged. There is broadly pension equivalence. The other financial resources are savings and the family home. S.B. accuses F.F. of undisclosed accounts. F.F. accuses S.B. of an accumulation of cash assets. Whatever may have been the position in the past, on the evidence before me, I think there is little current reality in this regard.
22. The financial needs and obligations of both parties will be similar going forward. There seemed to be some suggestion that I should have regard to future inheritances or the financial circumstances of families of origin. I do not believe it appropriate that I do

so. First, there was little concrete evidence in this regard before me. Additionally, I believe that to do so would go beyond the foreseeable future referenced in the legislation. It furthermore appears that both parties may have inheritance expectations. There does not appear to be a significant difference in the standards of living of the parties and there is little age difference between them. There are no significant physical or mental disabilities. Each worked hard during the marriage and contributed to the resources of the family. Each has had career success and they are occupationally secure. There is no statutory income or benefit entitlement. I am of the opinion that there is no conduct such that in all the circumstances of the case it would be unjust to disregard it.

23. I do believe that S.B. has primarily been responsible for the delay in resolving the matrimonial dispute as he has formed the view that he wishes to buy out F.F.'s interest in the family home and he has sought to do this upon terms most favourable to himself, occasioning delay in furtherance of that goal. However, I am mindful that the value of the property has gone up greatly over the years and F.F. will benefit from this. On the other hand, one buys in the market in which one sells so that it will likewise be more expensive for her to purchase a property.

24. The accommodation needs of the parties are equal to one another. I do appreciate that S.B. wishes to remain in the family home. It is totally understandable that he would wish to do so. The fact remains that it is a large house and far in excess of what he requires for his personal accommodation needs. His devotion to his mother, as I have previously recognised, is understandable and admirable but the accommodation needs of S.B.'s mother are not a factor for consideration in this case. She has financial resources and her own accommodation. S.B. has moved her into the family home post illness, in the context of caring for her. However, she has her own accommodation and nothing in the evidence I have heard indicates that this accommodation is not or could not be made entirely suitable for her needs.

## **PROPER PROVISION**

25. It is clear that the parties are entitled to a Decree of Divorce. I am granting this on the counterclaim as I am somewhat uncertain as to their relationship circumstances prior to de facto separation in 2016 and the Civil Bill issued in February 2017. However, it is

amply clear that by 2021, they had lived apart for in excess of four years and there was no reasonable prospect of reconciliation. I grant such a Decree on the basis that the following ancillary reliefs constitute proper provision:

- A. No order as to maintenance as between the parties inter se;
- B. Each party to retain their own pensions as set out in the Fifth Schedule of their Affidavits of Means of November 2024 and May 2024 respectively;
- C. A Declaration pursuant to section 15(1)(b) of the 1996 Act that the parties hold the family home jointly as tenants in common in equal shares as of the date of this judgment pending sale or transfer as provided for herein.
- D. An Order for sale of the family home with Sherry Fitzgerald (or such other estate agent as is agreed by the parties within seven days of the date of this judgment) to be appointed auctioneers/estate agents and joint carriage to the solicitors for the parties. The proceeds of sale are to be divided equally between the parties. S.B. is to have no hand, act or part in the showing of the property for sale or in meeting with professionals (surveyors or such like) retained in respect of the sale. F.F. may do so if she so wishes and, alternatively or additionally, keys to the property should be provided to the auctioneer/estate agent for access purposes. Neither party is to in any manner impede or interfere with the sale process The parties are to be bound by the reasonable advices of the estate agent in relation to the sale with liberty to apply. The property to be placed on the market for sale no later than the 1<sup>st</sup> January 2025, earlier if so advised by the auctioneer/estate agent. I will grant an order that S.B. vacate the premises forthwith but with a stay on the said Order with liberty to apply in relation to lifting the said stay.
- E. In the event that S.B. provides to the solicitors for F.F. within 14 days of this date, fully vouched documentary details of financial arrangements and resources being available to him to purchase the family home, he shall be entitled to purchase same but solely in the context of a sale on the open market in the usual manner and subject to the terms set out above.
- F. The savings of the parties (being as regards F.F. six accounts in the First Schedule and being as regards S.B. the accounts at 3, 4, 5, 8 and 9 of Schedule 1– balances as per the Affidavits of Means of November 2024 and May 2024 respectively) to be divided equally between the parties.

- G. The Order for costs in favour of F.F. as against S.B. in respect of the default motion to remain and to be discharged from his portion of the savings (i.e. added to the share to be paid over the F.F.).
- H. S.B. is also to be responsible for one half of the loan in respect of rent arrears (full loan €18,396), to be discharged from his portion of the savings. The balance of this loan is to be discharged by F.F..
- I. The Orders at F, G and H are on the basis that I consider the rental costs of F.F. since separation ought to be a joint responsibility of the parties in circumstances in which S.B. was residing in the family home which is unencumbered.
- J. The parties are declared to be equally entitled to the contents of the family home (save for such items which the Respondent has bought since the date of separation in 2016 which items are declared to belong to him alone) with liberty to apply in default of agreement in respect of same.
- K. Mutual orders pursuant to section 18(10) of the 1996 Act.
- L. The matter will be listed for mention on the 4<sup>th</sup> February 2025 in order to assess progress in relation to the Orders herein in respect of the family home.
- M. Liberty to apply.
- N. These terms to constitute proper provision on the basis that there is no order for costs.