

IN THE FAMILY COURT SITTING AT

Neutral citation: [2024] EWFC 463
Case No 1653-3397-6938-2607

THE ROYAL COURTS OF JUSTICE

BETWEEN:

STALO MICHAEL

Applicant

-and-

(1) MARIO MICHAEL

First Respondent

-and-

(2) MARIANNA EFSTATHIOU

(3) YIASOULLA MICHAEL

(4) YOULLA MICHAEL

(5) KYRIACOS KYRIACOU

(6) A

(7) B

(8) HARTSFIELD INVESTMENTS UK LIMITED

Respondents

IMPORTANT NOTICE

This judgment was delivered in private. The judge has given leave for this version of the judgment to be published.

Mr Christopher Pocock KC, Mr Thomas Haggie and Mr Joseph Steadman (Counsel instructed by Kingsley Napley, Solicitors) appeared on behalf of the Applicant wife.

Mr Christopher Wagstaffe KC, Mr Max Lewis and Ms Rosie Vorri (Counsel instructed by Hill Dickinson, Solicitors) appeared on behalf of the First Respondent husband.

Mr Gabriel Buttimore (Counsel instructed by Cooke, Young & Keidan, Solicitors) appeared on behalf of the Second and Third Respondents.

Mr Stephen Trowell KC (Counsel instructed by JMW, Solicitors) appeared on behalf of the Fourth and Fifth Respondents.

The Sixth and Seventh Respondents neither attended nor were represented at the hearing.

Mr Fenner Moeran KC (Counsel instructed by CJ Jones, Solicitors) appeared on behalf of the Eighth Respondents.

Written Judgment of His Honour Judge Edward Hess

INTRODUCTION

1. This case concerns the financial remedies proceedings arising out of the divorce between Ms Stalo Michael (to whom I shall refer as “the wife”) and Mr Mario Michael (to whom I shall refer as “the husband”).
2. The case proceeded to a final hearing over 12 days on 22nd, 23rd, 24th, 25th, 26th, 29th, 30th, 31st July and 1st, 2nd, 5th and 6th August 2024.
3. The representation before me has been as follows:-
 - (i) Mr Christopher Pocock KC, Mr Thomas Haggie and Mr Joseph Steadman (Counsel instructed by Kingsley Napley, Solicitors) appeared on behalf of the wife.
 - (ii) Mr Christopher Wagstaffe KC, Mr Max Lewis and Ms Rosie Vorri (Counsel instructed by Hill Dickinson, Solicitors) appeared on behalf of the husband.
 - (iii) Mr Gabriel Buttimore (Counsel instructed by Cooke, Young & Keidan, Solicitors) appeared on behalf of Ms Marianna Efsthathiou and Ms Yiasoulla Michael, the Second and Third Respondents. They are the husband’s two sisters. I shall refer to them as Marianna and Yiasoulla.
 - (iv) Mr Stephen Trowell KC (Counsel instructed by JMW, Solicitors) appeared on behalf of Ms Youlla Michael and Mr Kyriacos Kyriacou, the Fourth and Fifth Respondents. They are the wife’s sister and brother-in-law respectively. I shall refer to them as Youlla and Kyriacos.
 - (v) The Sixth and Seventh Respondents (by their choice) neither attended nor were represented at the hearing before me, though they attended and were represented at the private FDR. They are the two adult children (both boys) of the wife and the husband. I shall refer to them as, respectively, “A” (now aged 22) and “B” (now aged 21)..
 - (vi) Mr Fenner Moeran KC (Counsel instructed by CJ Jones, Solicitors) appeared on behalf of Hartsfield Investments UK Ltd, the Eighth Respondents. I shall refer to them as ‘Hartsfield’.
4. The controversial issues for me to determine at this hearing were as follows:-
 - (i) In relation to the Astute issue, should I accede to the husband’s application under Matrimonial Causes Act 1973, section 37?

- (ii) In relation to the MBL issue, does the husband own a one third shareholding outright or does he hold it on trust for his sisters?
 - (iii) In relation to the AB Trust issue, how should I determine who is the beneficial owner of a substantial number of real property interests?
5. All the parties have had the benefit of first class legal representation and I have been able to witness some advocacy of the highest quality and legal teams who have obviously worked phenomenally hard with a huge amount of documentary material; but the cost of this has been enormous and, on any view, a disaster for this family. I have been told that the costs figures for the parties represented before me for the period up to 6th August 2024 (and this doesn't include another six figure sum incurred by A and B for their legal representation at and around the pFDR nor the further substantial costs which may follow after this hearing) are as follows:-

PARTY	COSTS INCURRED	COSTS PAID	COSTS OUTSTANDING
The wife	2,054,545	542,492	1,512,053
The husband	1,884,486	1,052,847	831,639
Marianna and Yiasoulla	471,202	160,052	311,150
Youlla and Kyriacos	297,604	227,604	70,000
Hartsfield	407,430	157,000	250,430
TOTAL	5115267	2139995	2975272

6. I note at this point that, seeing the costs figures incurred by Hartsfield, and having now heard a good deal of evidence about the husband's attitude and conduct, I regret the decision to join Hartsfield as a party. This was presented to me as an idea at the PTR on 31st May 2024 as little more than a watching brief for some of the days of the trial, expressly such that their involvement would be "*unlikely to take much of the court's time in cross-examination or closing submissions*". On that basis the joinder was not strongly (if at all) opposed. Had I been told that the legal representatives of Hartsfield were proposing to incur £407,430 in costs, or anything like that, I would have interrogated their joinder more closely as, in reality, they have contributed little to the trial which was not or could not have been presented on behalf of the husband and really have had no standpoint independent of him. It is, I hope, no disrespect to Mr Moeran personally, or any criticism of his submissions, if I express the view that this spending of money by Hartsfield was deeply unfortunate and irresponsible and the blame for this lies with the husband, who in reality controls everything which Hartsfield does.
7. I further note that the husband (in addition to what he has spent through Hartsfield) has been able to pay nearly twice as much to his lawyers than has the wife and that she has outstanding fees which are nearly twice as much as his (although some of her

debt was, I was told, re-financed in the course of the hearing by a litigation funding loan, the details of which I have not been given).

8. This case has had the benefit of a two-day private FDR before a high-quality tribunal. I have not been and obviously cannot be told what happened at the private FDR, and in particular I do not know what the indications of the private FDR tribunal were nor which party or parties declined to concur with them, but it is extremely unfortunate for this family that the parties were unable somehow to compromise their differences there. Whoever caused it by failing to compromise, this family has sadly chosen a 'fight to the death' over a compromise, probably (in view of my findings below) with adverse and long-term consequences for all of them, the risk of which they were all fully aware. Certainly in their open positions, they remain poles apart.
9. The court was presented with (by the end) no fewer than twelve electronic bundles running to a total of 19,624 pages. The bundles are titled: Prelims, 1, 2A, 2B, 2C, 3, 4A, 4B, 5, 6 and 7 and an Authorities bundle (AB) – and a few additional documents were circulated during the trial. I shall refer to any particular pages by the formula adopted during the hearing – for illustration, (2B-654) means electronic page 654 of bundle 2B. Many of these documents have already been uploaded to the portal, but can I ask the legal teams to upload their respective opening and closing submissions to the portal (insofar as they have not done so already) so there is a proper record of what was argued, lest that should be relevant in the future.
10. The bundles include:-
 - (i) A collection of applications, court orders, pleadings and transcripts of interim judgments and hearings.
 - (ii) Material from the wife including:-
 - (a) her Form E dated 28th September 2022;
 - (b) her answers to various questionnaires and deficiency schedules wrapped up in one document dated 17th July 2023;
 - (c) her MPS & LSPO statement dated 17th November 2023;
 - (d) her judgment summons statement dated 3rd May 2024;
 - (e) her statements relating to the AB Trust issue dated 12th October 2023, 10th April 2024 and 9th May 2024;
 - (f) her statements relating to the MBL issue dated 26th January 2024 and 11th March 2024; and

- (g) her statements relating to the Astute issue dated 26th January 2024 and 22nd February 2024; and
 - (h) her section 25 statement dated 28th June 2024.
- (iii) Material from the husband including:-
 - (a) his Form E dated 23rd September 2022;
 - (b) his answers to questionnaire dated 30th January 2023, 30th may 2023, 17th July 2023, 15th September 2023 and 15th February 2024;
 - (c) his MPS & LSPO statement dated 1st December 2023;
 - (d) his TOLATA application statement dated 1st November 2023;
 - (e) his variation application statement dated 2nd May 2024;
 - (f) his statement relating to the AB Trust issue dated 8th April 2024;
 - (g) his statement relating to the MBL issue dated 26th January 2024; and
 - (h) his section 25 statement dated 5th July 2024.
- (iv) Witness statements put forward by the husband:-
 - (a) from Ms Katerina Charalambous dated 8th April 2024;
 - (b) from Ms Andri Christodoulou dated 26th March 2024;
 - (c) from Ms Zoe Kokoni dated 26th March 2024;
 - (d) from Mr Theofanis Pavlou dated 29th March 2024;
 - (e) from Mr Christodoulou Damianou (AKA Lakis) dated 8th April 2024;
 - (f) from Mr George Gregoriou dated 4th April 2024;
 - (g) from Ms Sarah Boothe dated 4th April 2024;
 - (h) from Mr Rajesh Pabla dated 26th January 2024;
 - (i) from Mr Michael Michael (AKA Agy) dated 26th January 2024;
 - (j) from Loucas Christodoulou dated 26th January 2024;

- (k) from Mr Stavros Michael dated 26th January 2024;
- (l) from Ms Katia David dated 8th April 2024;
- (m) from Mr Lambros Lambrou dated 15th February 2024;
- (n) from Mr Shamil Patel dated 15th February 2024;
- (o) from Mr Philip Philippou dated 22nd February 2024;
- (p) from Ms Joanne Raisbeck dated 30th November 2023 and 22nd March 2024;
- (q) from Ms Hannah Bates dated 28th February 2024;
- (r) from Mr Kyriacos Yianni dated 10th March 2024;
- (s) from Ms Ifigenia Pantelidou dated 20th March 2024;
- (t) from Mr Ali Al-Tek dated 8th April 2024;
- (u) from Mr Simon Oliver dated 9th April 2024;
- (v) from Mr Nicholas Michael, dated 26th January 2024 and 20th May 2024; and
- (w) from Mr David MacAninch dated 26th January 2024.

(v) Witness statements put forward by the wife:-

- (a) from Ms Hannah Butcher dated 8th April 2024;
- (b) from Ms Andrea George dated 4th April 2024; and
- (c) from Ms Jane Keir dated 9th February 2024.

(vi) Witness statements put forward by Marianna and Yiasoulla:-

- (a) from Mr Melis Efsthathiou dated 26th January 2024;
- (b) from Marianna herself dated 26th January 2024;
- (c) from Yiasoulla herself dated 26th January 2024;
- (d) from Ms Laura Michael dated 5th March 2024;
- (e) from Ms Zoe Christodoulou dated 26th January 2024;

- (f) from Mr Panyiotis Charalambous dated 26th January 2024; and
- (g) from Mr Bhulet Izzet dated 25th January 2024.
- (vii) Witness statements put forward by Youlla and Kyriacos:-
 - (a) from Kyriacos himself dated 30th January 2023, 26th January 2024, 1st March 2024 and 21st June 2024; and
 - (b) from Youlla herself dated 26th January 2024.
- (viii) An affidavit sworn by Mr Christofis Michael (the husband's father) on 18th October 2023, the original version being in Greek with an English translation (2B-155).
- (ix) Statements from A (dated 5th April 2024) and B (dated 8th April 2024).
- (x) Material from various SJE's as follows:-
 - (a) from Mr Nick Ellison (SJE expert on Data/It forensics) dated 26th February 2024 with some answers to questions arising dated 22nd March 2024;
 - (b) from Mr Daniel Sladen (SJE tax expert) dated 12th July 2024 with some answers to questions arising dated 25th July 2024;
 - (c) from Mr Gavin Pearson (SJE company valuer) dated 12th July 2024 and 18th July 2024;
 - (d) from Mr Hari Hirani (SJE real property valuer) (various);
 - (e) from Mr Riccardo Carreli (SJE real property valuer) dated 16th August 2023; and
 - (f) from Ms Mary Waterfall (SJE chattels valuer) dated 3rd July 2023.
- (xi) A completed ES2 document and two chronologies.
- (xii) Selected correspondence and disclosure material.

11. I have also heard oral evidence from a large number of live witnesses (29 in total, Mr Pocock's mathematics were correct on this point). Many were present in the court room, including of course the main protagonists, but many others gave their evidence remotely by way of CVP link from Cyprus, France or elsewhere. I wish to thank my Associate for the duration of the trial, Ms Telli Aydin, who successfully and faultlessly masterminded the complicated arrangements for the CVP links. Further, the provision of moment-by-moment trial documents for the witness to read on

screen, both to the witnesses in court and the remote witnesses (who all had a separate Teams link for this purpose), was successfully masterminded by Mr Sam Blott of Kingsley Napley Solicitors and I would also like to thank him for this admirable work. As a result of these efforts, and (dare I say it) the well-performing courtroom IT, the giving of evidence, including by the remote witnesses, was conducted with great efficiency, enabling the trial to be concluded within the time estimate allowed and without the production of a single paper bundle. It was also conducted with as little as possible disruption to the lives of those involved in giving supporting live evidence. All these seem to me to be desirable aims.

12. The following people gave live oral evidence (in order of appearance):-

- (i) The wife.
- (ii) The husband.
- (iii) Ms Katerina Charalambous (employee of Eurofast).
- (iv) Ms Andri Christodoulou (employee of Eurofast).
- (v) Ms Zoe Kokoni (employee of Eurofast).
- (vi) Mr Theofanis Pavlou (employee of Eurofast).
- (vii) Mr Christodoulou Damianou (AKA Lakis) (employee of Eurofast).
- (viii) Ms Hannah Butcher (the wife's solicitor).
- (ix) Mr George Gregoriou (from Verve Clothing Company).
- (x) Ms Sarah Boothe (from Verve Clothing company).
- (xi) Mr Rajesh Pabla (a Solicitor who has worked for the husband).
- (xii) Mr Melis Efsthathiou (husband of Marianna).
- (xiii) Mr Michael Michael (AKA Agy)(one of the husband's brothers).
- (xiv) Mr Loucas Christodoulou (son of Yiasoulla).
- (xv) Marianna.
- (xvi) Yiasoulla.
- (xvii) Ms Laura Michael (the wife of Mr Michael Michael (AKA Agy)).
- (xviii) Ms Zoe Christodoulou (daughter of Yiasoulla).

- (xix) Mr Panayiotis Charalambous (a former friend and business partner of Christofis).
- (xx) Ms Andrea George (former wife of Mr Nicholas Michael , one of the husband's brothers).
- (xxi) Mr Stavros Michael (one of the husband's brothers).
- (xxii) Mr Bhulet Izzet (a work colleague of the husband).
- (xxiii) Ms Katia David (the husband's new partner).
- (xxiv) Mr Lambros Lambrou (a Solicitor with YVA Solicitors, often employed by the husband).
- (xxv) Mr Shamil Patel (a Solicitor with YVA Solicitors, employed by the husband in 2016).
- (xxvi) Kyriacos.
- (xxvii) Youlla.
- (xxviii) Mr Nick Ellison (SJE expert on Data/IT forensics).
- (xxix) Mr Daniel Sladen (SJE tax expert).

13. The written statement of Mr Nicholas Michael, a brother of the husband, was challenged and he was scheduled to give live evidence, but he sent an email to the court on the day he was supposed to attend to give oral evidence saying: *"I have decided that I can't take part ... the thought of the court environment is already giving me anxiety and I feel like I'm going to suffer panic attacks again. I will see my doctor on Wednesday and provide the necessary letter that explains I'm not capable of being put under that sort of pressure or environment. I simply can't put myself through that for anyone. Regards, Nicholas"*. A medical report from Dr Noor dated 31st July 2024 was later supplied which appeared to confirm the mental health difficulties and nobody has sought to witness summons him. The weight that I should attach to his written statement must take into account these facts.

14. The time estimate for the 12-day hearing gave 8.5 days for evidence, 1.5 days for submissions and 2 days for judgment writing. With a large body of material and this time estimate, it has been necessary to impose a timetable which has involved time limits on cross examination. In particular I allowed 1.5 days for the wife's evidence (the majority of which was cross-examination by Mr Wagstaffe) and 1.5 days for the husband's evidence (the majority of which was cross-examination by Mr Pocock). Mr Wagstaffe has on a number of occasions during the proceedings suggested that this was not enough for his purposes. I respectfully disagree with him. I am entirely satisfied that there has been enough time for each party (including the other parties

joined) both to put forward their own case and to challenge that of the other with appropriately targeted and editorialised questions. In addition to this, I need to bear in mind all the matters which fall for consideration under FPR 2010, Rule 1 – the overriding objective, requiring the court to ensure that the case is dealt with expeditiously as well as fairly, ensuring the parties are on an equal footing and allotting to the case an appropriate share of the court’s resources, whilst taking into account the need to allot resources to other cases. My decision to proceed with the trial on the existing time estimate took all these matters into consideration. Relevant to this also was the fact that the husband had decided not to comply with my LSPO order (whilst prioritising continuing to pay his own legal representatives and arranging the expensive separate representation of Hartsfield in preference to supporting the wife) so that the wife’s legal representatives were obliged to take a much higher risk of not being paid than were the husband’s. A delay caused by an adjournment caused by an increased time estimate could very easily have caused the wife’s legal representatives to ‘down tools’, which would have created much greater injustice than my imposing what I considered to be reasonable cross-examination time limits.

15. I have also had the benefit of full and excellent submissions from each team of counsel in their respective opening notes and their closing, partly oral and partly written, submissions.

CHRONOLOGY OF THE MARRIAGE AND THE DIVORCE AND FINANCIAL REMEDIES PROCEEDINGS

16. The history of the marriage is as follows:-

- (i) The wife is aged 57 (d.o.b. 12th April 1966).
- (ii) The husband is aged 56 (d.o.b. 1st November 1967).
- (iii) Both parties have Greek Cypriot heritage, but have lived in England for most of, if not all, their lives. (Indeed, there were few, if any, language issues in the case as all of the many live witnesses of Greek Cypriot heritage spoke fluent English).
- (iv) They met in 1999, started a relationship of cohabitation in 2000 and married on 29th April 2006.
- (v) The relationship (which later moved seamlessly into marriage) produced two children, both of whom are currently at university in England:-
 - (a) A is aged 22 (d.o.b. 6th November 2001).
 - (b) B is aged 21 (d.o.b. 12th February 2003).

- (vi) From about 2010 the family all lived together at a property in North London ('the family home'). Indeed this is ongoing, notwithstanding this very acrimonious litigation and is undoubtedly a difficult experience for all involved, not least A and B. The family home was purchased in joint names in 2005, was rented out for a period and then substantially rebuilt, hence the delay in occupation by the family.
- (vii) By at least May 2017 the marriage was in difficulty (and there has been some evidence of earlier difficulties) and the wife consulted divorce lawyers who wrote an initial letter to the husband raising the possibility of divorce. In the end the wife decided not to pursue a separation or divorce at this stage, albeit she was sometimes very unhappy in the marriage. My impression is that after 2017 there were happy moments, but also unhappy moments, and the description of many witnesses of an 'up and down' marriage, characterised by fierce rows followed by making up, is reliable and accurate.
- (viii) The evidence suggests that an unpleasant event in a public house in March 2022, during which the husband angrily told a number of people how he adversely viewed the wife at that moment, was the trigger for the wife's deciding that she could not carry on in the marriage; but the thought of divorce may well have been on her radar a little while before that moment.
- (ix) The wife duly consulted divorce Solicitors and, on 9th May 2022, she informed the husband of her decision to divorce and issued divorce proceedings. On the very same day the husband menacingly texted the wife as follows: "*Pls remember. I've got nothing on my name. All in trust. Because I always knew this day was coming, because you told me so*". The court is familiar with people saying unwise things in the heat of the moment as a result of the distress caused by the realisation that their marriage really has broken down. Often, such reactions can be discounted as being of emotion only. In this case it is now clear that the husband really meant what he said. To my mind, he was as determined at that moment as he is now that the wife should not receive her fair share of the fruits of a long marriage and it appears to me that he has unfortunately done everything in his power since to achieve that aim (though of course I am only privy to open negotiations). The open position that he takes before me (Prelims-93) would leave the wife homeless and in a financially parlous situation, following a long marriage with a very high standard of living. That seems to be the husband's deliberate intention.
- (x) Decree Nisi (Conditional Order) was ordered on 28th March 2024.
- (xi) Decree Absolute (Final Order) awaits the outcome of the financial remedies proceedings and is not, in itself, controversial.

17. The financial remedies proceedings chronology is as follows:-

- (i) The wife issued Form A on 24th June 2022.
- (ii) The parties properly sought a High Court Judge level allocation for the case and this was approved by Peel J and the case allocated to me by Peel J to be dealt with administratively by the RCJ High Court team.
- (iii) I have accordingly dealt with all the directions / interim hearings since then, which have taken place on 14th November 2022, 22nd May 2023, 22nd August 2023, 18th October 2023, 5th & 6th December 2023, 1st March 2024 and 31st May 2024.
- (iv) I have made a number of joinder orders, the reasons for which, and the details of which, I shall set out below.
- (v) I have made numerous disclosure and SJE directions, of which more below.
- (vi) I have made an MPS and LSPO order (on 6th December 2023), in relation to which the husband was unsuccessful in seeking permission to appeal (Moylan LJ refused permission to appeal on 28th March 2024), but with which the husband has largely not complied and in relation to this there is an extant enforcement application.
- (vii) A two-day private FDR took place on 11th and 12th April 2024 before Nigel Dyer KC; but sadly no settlement was reached.
- (viii) The final hearing has taken place before me over 12 days as set out above.
- (ix) I completed the evidence and submissions at the end of the tenth day and have taken the eleventh and twelfth day (and a little further time) to write this judgment.

BASIC LAW

18. In dealing with the claim I must, of course, consider the factors set out in **Matrimonial Causes Act 1973, sections 25 and 25A**, together with any relevant case law.

19. Matrimonial Causes Act 1973, section 25, reads as follows:-

- (1) It shall be the duty of the court in deciding whether to exercise its powers under section 23, 24, 24A or 24B above and, if so, in what manner, to have regard to all the circumstances of the case, first consideration being given to the welfare while a minor of any child of the family who has not attained the age of eighteen.
- (2) As regards the exercise of the powers of the court under section

23(1)(a), (b) or (c), 24, 24A or 24B above in relation to a party to the marriage, the court shall in particular have regard to the following matters:-

- (a) the income, earning capacity, property and other financial resources which each of the parties to the marriage has or is likely to have in the foreseeable future, including in the case of earning capacity any increase in that capacity which it would in the opinion of the court be reasonable to expect a party to the marriage to take steps to acquire;
- (b) the financial needs, obligations and responsibilities which each of the parties to the marriage has or is likely to have in the foreseeable future;
- (c) the standard of living enjoyed by the family before the breakdown of the marriage;
- (d) the age of each party to the marriage and the duration of the marriage;
- (e) any physical or mental disability of either of the parties to the marriage;
- (f) the contributions which each of the parties has made or is likely in the foreseeable future to make to the welfare of the family, including any contribution by looking after the home or caring for the family;
- (g) the conduct of each of the parties, if that conduct is such that it would in the opinion of the court be inequitable to disregard it;
- (h) in the case of proceedings for divorce or nullity of marriage, the value to each of the parties to the marriage of any benefit which, by reason of the dissolution or annulment of the marriage, that party will lose the chance of acquiring.

20. Matrimonial Causes Act 1973, section 25A, reads as follows:-

- (1) Where on or after the grant of a decree of divorce or nullity of marriage the court decides to exercise its powers under section 23(1) (a), (b) or (c), 24 or 24A or 24B above in favour of a party to the marriage, it shall be the duty of the court to consider whether it would be appropriate so to exercise those powers that the financial obligations of each party towards the other will be terminated as soon after the grant of the decree as the court considers just and reasonable.
- (2) Where the court decides in such a case to make a periodical payments or secured periodical payments order in favour of a party to the marriage, the court shall in particular consider whether it would be appropriate to require those payments to be made or secured only for such term as would in the opinion of the court be sufficient to enable the party in whose favour the order is made to adjust without undue hardship to the termination of his or her financial dependence on the other party.

SECTION 25 ANALYSIS – THE CHILDREN

21. Neither child of the family, A and B is a minor. Accordingly, **they are not my first consideration**. Whilst their needs are a circumstance of the case, they are of university age, and heading towards independence, and so their needs are not at the heart of this case. In any event, the assets of this family are such that (if the wife is correct) a fair outcome based on the sharing of resources should leave both parties with sufficient to ensure that the children's needs when with them are met until they achieve independence. If the husband's version of events is correct, they are potentially very wealthy in their own right as beneficiaries of a discretionary trust with substantial assets, but whether or not he is correct is a major area of dispute, of which much more below. A and B have been put in a very difficult position by this litigation and have, perhaps wisely, largely kept their heads down.

SECTION 25 ANALYSIS – PROPERTY AND OTHER FINANCIAL RESOURCES, INCOME AND EARNING CAPACITY

Initial Observations

22. In the circumstances of this case, where income and capital are fairly entwined, with income largely being derived from capital rather than separate employment, I propose to consider together, in one computational exercise, the “**property and other financial resources which each of the parties to the marriage has or is likely to have in the foreseeable future**” and “**the income, earning capacity...which each of the parties to the marriage has or is likely to have in the foreseeable future, including in the case of earning capacity any increase in that capacity which it would in the opinion of the court be reasonable to expect a party to the marriage to take steps to acquire**”.
23. Within this overall heading lie the major issues in dispute in the case; but I shall start by setting out the agreed items.
24. It is agreed that the **family home** is worth £6,000,000 and is subject to Handelsbanken mortgage with an outstanding balance of £3,500,000 plus mortgage arrears of £41,195. The net equity is agreed to be £2,278,805. It is held in the joint names of the parties.
25. The wife owns **three other real properties** in her sole name:-
- (i) 16C, Eversley Park Road, London N21 is worth £400,000 and (after deduction of the mortgage of £174,291 plus some CGT and sale costs) the net equity is £149,849. This property is occupied by the wife's mother.

- (ii) 72, La Rose Lane, London N15 is worth £628,000 and (after deduction of the mortgage of £175,335 plus some CGT and sale costs) the net equity is £309,563.
 - (iii) 97b, Falkland Road, London N8 is worth £412,000 and (after deduction of the mortgage of £128,506 plus some CGT and sale costs) the net equity is £173,581.
26. The wife derives an income from letting these properties. The amount is reducing as a result of the planned sale of the properties, but is currently between £10,000 and £20,000 per annum net, though plainly this would not survive a sale of the properties.
27. The husband holds the legal title of **two other real properties**, 31, Townshend Avenue, London N14 and 33, The Avenue, London EN6; but in each case it is asserted by the husband that he holds the property on trust for somebody else and the wife has not in the end challenged this, so it is agreed that the correct figure in the schedule is zero. The husband does not receive any rental income from them.
28. The parties have been able to agree figures for **bank accounts** held in their respective sole names, premium bonds and **credit card debts**, as recorded in the schedule below.
29. Both parties have significant debts arising from their **legal costs**, for which see above. The mathematics are agreed and recorded in the schedule below. In addition to this, the husband has asserted that he **owes £130,000 to Mr Philip Philipou**, which he used to pay some of his costs. This has not been challenged at the hearing and I am minded to include it in my schedule.
30. The wife owns 56% of the shares in a company called **Kairos Property Solutions Limited** (I shall refer to the company as '**Kairos**'). The other two shareholders (who are both family members) hold 22% each. Kairos owns two real properties (70, Lancaster Road, Northolt, Middlesex and Malvern House, Woodford Green, Essex), which are both let out and are subject to significant mortgages. An SJE report on Kairos has been produced by Mr Gavin Pearson dated 18th July 2024 and some further questions were answered by him on 2nd August 2024. Although there has been little focus on this during the hearing, I propose (for present purposes at least, I may be prepared to re-open this in due course, though these are less controversial than the other issues in the case) to adopt his conclusions, treating this as a quasi-partnership for valuation purposes, and assuming a sale to a third party. Accordingly, I shall include in my table the net value of the wife's shares at £737,360 (6-1292) and will also include a debt owed by the wife to Kairos in the category of a shareholder loan account of £67,426. I note also that the wife has an income from Kairos of £21,552 per annum net, though plainly this would not survive a sale or winding up of Kairos.

31. Beyond the above, there is a series of major disputes relating to computational issues, which I need to resolve:-

- (i) In relation to **STMA Developments Limited** (hereinafter ‘**STMA**’) it is common ground that the wife and the husband each own 50% of the shares in the company, but there is a dispute over its corporate value.
- (ii) In relation to **Astute Capital Investments Limited** (hereinafter ‘**Astute**’), there is a dispute as to whether the wife’s transfer of her 1 share (representing a 100% shareholding) to Youlla and Kyriacou should be respected and the consequent (as yet unpaid) debt of £46,000 due from them to the wife as a result of this transaction should be recorded as her asset on the schedule or whether the transfer should be set aside under Matrimonial Causes Act 1973, section 37 and her shareholding reflected in the asset schedule (and if so, at what figure).
- (iii) In relation to **Michael Bros Limited** (hereinafter ‘**MBL**’), there is a dispute as to whether the husband owns his approximately one third shareholding (as the wife argues) in his own right, or (as the husband argues) on trust for Marianna and Yiasoulla, and thus should be recorded as an asset worth zero on the schedule. If he does own this shareholding in his own right, there is a dispute about its corporate value. A subsidiary issue here is whether a debt of £1,008,000 owed by Mr Michael Nsier is owed (as the husband argues) to MBL or (as the wife argues) to the husband personally. In either event it seems to be common ground that this debt may not be able to be enforced as Mr Nsier may not be good for the money, though there has been not much evidence about this.
- (iv) In relation to the ‘**AB Trust**’, there is a dispute as to whether (as the husband argues) this is held on trust for certain beneficiaries, not including either the husband or the wife, and thus should be recorded as an asset worth zero on the schedule or (as the wife argues) that, in reality, the assets within it are owned by the husband and its full corporate value recorded on the schedule in the husband’s name. If the wife is right about this, there is a dispute about its corporate value.
- (v) Depending on my findings on the above issues, there may be significant **tax due to HMRC**, the amount being very uncertain at present.

32. I am able to deal with the **Astute** issue at this stage and shall set out my conclusions and reasoning below.

33. In relation to the **MBL** and **AB Trust** ownership issues, I am able to deal with them at this stage and shall set out my conclusions and reasoning below.

34. I had originally intended to deal with the entire case, including full valuation and distribution issues, in this hearing; but this intention was thwarted by a delay in obtaining valuation evidence and the complexity of the exercise involved. In all, there were more than 100 real property interests, some complicated in themselves, held corporately (as part of **STMA**, **MBL** or the **AB Trust**) which needed to be valued on a ‘bricks and mortar’ basis and those values then assessed in the context of the particular corporate structure in which they were held to arrive at relevant corporate asset values for my schedule. The original scheme of my directions was that the ‘bricks and mortar’ valuations would be carried out by Mr Hari Hirani of Anderson, Wilde & Harris by 14th February 2024 and the consequent corporate asset values assessed by Mr Gavin Pearson of Quantuma by 15th March 2024 (which was later put back to 12th July 2024). For whatever reason, Mr Hirani did not report until 15th May 2024 and both the wife’s and the husband’s lawyers raised questions on them which were not answered until 16th July 2024. This rendered Mr Pearson’s task an almost impossible one to achieve.
35. On 7th June 2024 Mr Pearson wrote to the court saying: *“I have recently been informed by Kingsley Napley and Hill Dickinson (the solicitors representing the respective Parties) that the Court intends to make an Order that my report should be finalised by 12 July. The Order also increases the scope of my instructions, requiring a further valuation and further tax work from a colleague. The purpose of this letter is to explain why it will not be possible to meet that deadline and why a further extension will be required...By way of overview, this is a large and complex matter, involving around 30 (interconnected) companies held in complex and different ownership structures and which themselves own around 100 properties which have been subject to separate instruction of a Single Joint Expert Property Valuer (“the Property SJE”). It is also important to note that my work is closely aligned with that of the Property SJE, given the valuation of the properties is highly relevant to the value of various of the entities...Given where we are currently at (and as can be seen from the above, we have sought to consider information as soon as possible after being provided) there is absolutely no way that we would be in a position to provide a final report by 12 July (approximately five weeks away) ... Furthermore, our report is going to be long and detailed with a significant number of schedules across all the various entities. In my opinion, it will be crucial the respective Parties and their instructing solicitors have sufficient time to consider and raise questions, and then for us to respond to them. On the basis that there is no way that I can prepare an accurate and complete report by 12 July, I would therefore request the Court to provide a significant extension to that deadline... my suggestion would perhaps be to early/ mid-September to ensure that there is no risk of that later deadline being missed.”*
36. I responded by saying that the hearing would proceed as a final hearing, as previously directed, commencing on 22nd July 2024. I asked Mr Pearson to file a report by 12th July 2024, setting out what he could, giving appropriate caveats and explanations as to why he has been unable to answer all the questions asked of him. Mr Pearson did

duly produce a report on 12th July 2024, which is helpful in so far as it goes, but declines to produce the corporate valuations sought, giving appropriate explanations for this. For avoidance of doubt, I accept his explanations and make no criticism of him for the absence of full answers – he did not have the full information, nor enough time, to carry out the work asked of him. Counsel responded, in my view sensibly, by suggesting that the trial should proceed as listed, and should deal with the disputed issues of ownership and that the disputed corporate asset valuation issues would need to be dealt with (or not, depending on my conclusions on ownership) at a subsequent hearing. I agreed with the approach suggested by Counsel and, accordingly, the trial just completed needs to be regarded as having gone part heard.

37. I note in passing, however, and to give the reader of this judgment an idea of the scale of the argument, that an indicative figure for the value of STMA is zero, an indicative value of the husband's MBL shareholding (possibly held on trust for others) is c. £7,500,000 and an indicative value of the AB Trust assets (possibly held on trust for others) is c. £38,000,000. Depending on the findings that I make about the ownership of these assets, and depending on the view taken by HMRC, the SJE tax expert has suggested that there could be some very significant latent tax liabilities involved here – the suggestion is that there could be a liability of between £11,000,000 and £18,000,000 plus interest and penalties – let us say an indicative figure of £15,000,000. For the avoidance of doubt, these indicative figures are very much subject to further expert analysis and should not be regarded as being conclusive. They could be too high or too low by a substantial margin. They are no more than broadly indicative figures.
38. I now turn to the issues which were the ones taking up most of the time in the trial before me: the Astute issue, the MBL ownership issue and the AB Trust ownership issue.
39. I shall start my analysis by making some general comments and observations about the husband and the wife personally and as witnesses, and also in the context of the wider family issues.

General comments about the husband

40. In this context I want to say something at this stage about the issue which has dominated this case – the politics, culture and attitudes of the husband's family and the husband's position in that family and the general nature and character of the husband.
41. For me, I heard some important, reliable and compelling evidence from Ms Andrea George (to whom I shall refer as 'Andrea'), who was married to Nicholas in 2018, but

separated from him in 2021 and in due course they became divorced. She described in some detail what happened during the marriage and how the husband treated her when the marriage broke down. Her witness statement contains the following account, which she maintained in her oral evidence, and which I broadly accept:-

“Throughout our marriage, Nick would receive a white envelope every month from Mario which contained cash. Nick would go to either his sister’s house or Mario’s home to collect the envelope depending on where it had been left. I witnessed Nick bringing an envelope of cash back home on many occasions. I am not sure of the exact amount but I believe it was around £4,000 - £5,000 every month. Nick also received a salary from MBL of £800 per month which was paid into his bank account and I understood that it was fixed at this level because it was the maximum income you could earn without attracting tax. I believe that the money was distributed by Mario but came from MBL. I did not query the cash arrangement as it was entirely normal in the Michael family for the siblings to receive regular cash sums from Mario. As far as I am aware, they each received cash in an envelope from Mario every month, in the same way that Nick did, which I knew because Nick was always very open about the arrangement... After Nick and I separated, and our financial proceedings began, I discovered that Nick had no assets in his own name. During the proceedings, Nick refused to admit that he received any cash from Mario at all... The main dispute in our proceedings was in relation to the family home. Given that the property was held jointly with Mario, he was joined to the proceedings. I felt like I was essentially divorcing Mario, rather than Nick. Mario and I were the ones engaged in correspondence through lawyers, with little or no input from Nick. It was clear that Mario’s intention was to minimise my entitlement as much as possible. Mario was particularly unpleasant towards me during the proceedings and I recall on one occasion him screaming at me “I don’t care if you have to sleep on a park bench.” He regularly sent threatening and bullish emails to try and intimidate me and it was an awful experience. It became clear to me that he would lie and do anything to protect his money... In the 6 years in which I have known Mario, it was clear to me that he had a great deal of money and he has always been lavish with his spending. Mario has been very generous with his money. For example, he would often pay for large parties for the siblings’ birthdays, pay for expensive dinners for the family and pay for the entire family to go on holiday abroad... (including one occasion when he paid to fly everyone to Dubai)... It was only when Nick and I separated that I saw the lengths to which Mario and the Michael siblings would go to hide the true picture of their wealth... I understand that Mario is claiming that he does not have an interest in MBL.... Mario handled all money that was paid out of the company and controlled how much each of his family members received. I don’t believe that any of the siblings actually had any involvement in running MBL. I always saw Mario as the zookeeper feeding the penguins, with his siblings open-mouthed and waiting around him. Mario always took great pleasure in being the head of his family and the one in control of the money and how it was distributed... All of the siblings are very happy to lie, con and scheme in whatever way is necessary to keep hold of their money, and will band together when needed. Mario in particular can be very nasty and he will do anything to get what he wants. He always gave me the impression that he thought his wealth meant he was above everyone else and that he could get away with anything.”

42. In assessing the reliability of this evidence, I should of course be cognisant that Andrea is seeing the husband and the Michael family through the perspective of a bad divorce and I should be cautious about her evidence. When I first read this account, I wondered if her views were exaggerated or unreliable for this reason, but the more evidence I heard in the case the more convinced I became that this assessment is in fact a correct and accurate assessment of the husband's activities, conduct and character.
43. Andrea did not know it at the time, but on 21st December 2021 the husband emailed his siblings in the wake of Andrea and Nicholas's separation to the following effect: "*A lifetime of looking after you lot, and a little shit has come into this...and will fuck all this up for all of you, and cause me massive issues! Anyway, what the fuck did you say to her...about the money so we can all keep the same story*" (2A-404). In my view this email, straight from the husband himself, corroborates some aspects of what Andrea said, but there was also a large amount of other evidence corroborating the substance of Andrea's assessment.

The husband as the family creator of wealth

44. I am entirely satisfied that the substantial wealth that exists in this family has all been created by the efforts of the husband and that he is a skilled, successful and hardworking operator in the property development business. That is of course to his credit, but in this instance it comes with several darker sides.

The husband's dominating and menacing presence

45. The first darker side is that the husband is a dominating and menacing presence and likes people to know that he is in charge and that doing what he says will generate a reward and crossing him will generate a punitive reaction. He is the "*zookeeper feeding the penguins*". The siblings, and their spouses, and his own spouse, are the penguins. He will do what he wants to do. If they know what is good for them, they will do what he wants them to do and they will be rewarded. There was a lot of evidence confirming that none of the husband's siblings played any significant, or indeed any, role in the husband's businesses. Whether or not they had any legal interest in MBL (of which more later), they did nothing for the substantial amounts of money they received. While there was some limited pretence before me that they took decisions in the business, I am satisfied that this was illusory and they were happy to receive regular and substantial payouts from the husband, often in the form of cash in envelopes, without asking any questions of where it came from or why it was justified. I have seen photographs of piles of cash in the father's home and I heard from one of the husband's lieutenants, Mr Bulent Izzet, who told me of his executing the removal of cash from the bank at the rate of £10,000 to £15,000 per time, once or twice per week for two to three years (albeit at a time of building works, he thought).

I have also heard evidence of the husband bringing in large amounts of cash from Cyprus, the provenance of which is wholly unclear. It is not, of course, necessarily illegal to deal in piles of cash; but I am left wondering how many of these cash transactions, which appear to have been a feature for many years, were properly declared for tax purposes or treated for accounting purposes, although the evidence has not involved an audit of this conduct. One illustration of the husband's attitude in this context was his reaction to my making an MPS and LSPO order against him on 6th December 2023. I was prepared to draw adverse inferences (in the ways I articulated in my judgment of that day – see the transcript at 1-635) to the effect that he could afford to pay what I ordered. I now know that I was correct to draw adverse inferences because later that very day, 6th December 2023, he admitted that as soon as he got back to the office after the court hearing, the husband withdrew £535,000 from the bank account of STMA and paid it to himself and deliberately used it for purposes other than to comply with my LSPO order, in relation to which he has not paid a penny. In cross-examination in the present hearing he admitted he had not paid a penny towards my LSPO order and said: *“I decided to make my own priority. I didn't tell anybody because nobody asked”*. Another unattractive example of the husband's conduct is the email sent to B on 27th June 2024 (2A-1429), just before the trial, asserting that it is the wife's behaviour which is putting the family at risk, in particular putting *“Auntie Youlla and Uncle Kyri and little Cosie on the street”* – in fact it is the husband's section 37 application which in reality creates the danger for them. Another example of this behaviour, which could properly also be placed in either of the two categories below as well, is the email dated 14th December 2021 sent by the husband to all his siblings and their spouses offering *“for the kids presents this year”* to give all their children (13 in total) a gift of £100,000 to buy a property; but the Christmas gifts had strings attached because the husband would keep a *“trust certification”* so that *“if ever called upon, I will say it's a loan, hence no one can have a claim towards it”* (2C-452).

The husband's dishonesty

46. The second darker side is that the husband is, in my view, a fundamentally dishonest man, quite prepared to be wholly and deliberately dishonest when it suits him to be. In his own words in cross-examination he, almost with pride in his voice, justified his lying to Handelsbanken, for example by signing the declaration on 22nd March 2012 (see 2A-1522). He justified this lie with the words: *“There are things you can lie about but other things you have got to prove”*. There are some important and compelling examples of this in this case, but in reality the evidential picture is littered with his dishonesty. One example is that the husband attempted to argue in the hearing before me in December 2023 that it was not him blocking disclosure from the AB Trust, but people within the ‘trust’ administrators were doing this. I drew an adverse inference from the lack of cooperation that he was in fact the cause of this. Having now received much more documentation and having heard the evidence of those in Cyprus who were administering the ‘trust’, it is entirely clear that my suspicion was correct. It is clear that they would have been perfectly content to do whatever he asked in disclosure terms and it was in fact the husband deliberately blocking disclosure, probably fearing the interrogation of some of the documents

emerging. Indeed, on a balance of probabilities I find that Hartsfield, under the husband's control, paid £41,643 to Cypress Trustees to argue in a Cypriot court that disclosure should not be given (see 3-1457). He was being wholly dishonest with me. Another clear example of his dishonesty is the lie he told to his own solicitor about the payment of £2,000 in the midst of the Astute transaction. It was advantageous for him to say that a deposit of £2,000 had been paid, when it had not been. In an email dated 19th August 2011 (2C-755) the husband said: *"Lets just say that Stalo has given you £2K last night...hence why she wants the searches put on...its more convincing!"* His solicitor on this matter, Mr Lambros Lambrou, accepted that he (and/or his colleague Mr Bishop) appeared to have been dishonestly manipulated by the husband on this. The husband accepted that what he had said was not true and sought to apologise to me for it, but he had no compunctions at the time he secured the advantage from this lie and an apology does not really help at this stage.

The husband's tendency to create dishonest documents

47. The third darker side, and this may be a combination of the first two, is the husband's willingness, indeed tendency, dishonestly to create documents, and/or dishonestly forge signatures on documents, which suit his purpose. Of course, I must give myself the *Lucas* direction here, and remind myself that just because a person lies about one thing, it does not follow that he must therefore be lying about something else; but I am entirely satisfied that, this behaviour has been demonstrated many times in this case. A clear example comes from a document which purports to bear the signature of A and B, the husband's own sons, apparently dated 29th November 2022 (2B-1407). Their unchallenged statements both deny signing this document and I am absolutely content to conclude that they are telling the truth. The husband was invited to identify who, apart from himself, would or could have forged these signatures. He was unable to give an explanation, suggesting it was a "mystery", but I am entirely satisfied that he was lying about this as it is extremely unlikely to have been anybody but him. Another example is the forging of the email to Mr Michel Nsier. I am entirely satisfied on the basis of all the evidence (including, but not placing entire reliance on, the SJE report of Mr Ellison who gives this opinion) that the correct version of the email of 29th April 2021 is the one which identifies the debt as being a personal one to the husband and gives his personal bank details (4A-525) and that the different version which identifies the debt as being to MBL (3-1321) is a dishonestly produced later version produced by the husband to justify his position and to attempt to cover his tracks; but he has been found out. I reject the husband's account of these events as being plainly dishonest and this view is bolstered by the developing way in which the husband has presented his case on this. When he thought that the wife did not know about the version at 4A-525 he suggested that Mr Nsier had known about his personal bank details from earlier transactions, when (on his later explanation) he knew perfectly well that he had sent the personal bank details to Mr Nsier (even if it had been true that he seconds later corrected the position, which I absolutely do not accept as true).

The husband's dishonest use of his father's identity and authority

48. This readiness to forge signatures, indeed to portray fictional situations as fact, brings me to the important issue of the husband's father, Mr Christofis Michael (d.o.b. 17th January 1941 – now aged 83 – I shall refer to him, adopting the nomenclature used at the trial, as 'Christofis'). For whatever reasons, mostly tax saving reasons, the husband has found it convenient to pretend that his father was the originator of a substantial portion of the family's wealth, and this has formed an important part of his case on the AB Trust and MBL issues, I have reached the conclusion that this is a fiction. Christofis was never in a position to do this. The story is as follows.
49. The husband's parents are Christofis and Ms Zoulla Michael (I shall refer to her as 'Zoulla'), first wife of Christofis. They had a long marriage (40 years or so) and six children: the husband, Michael (AKA Agy), Stavros, Nicholas, Yiassoulla and Marianna. They were plainly a tightly knit family. It appears that Zoulla was much admired, certainly by all her children.
50. Christofis worked in the clothing industry. I heard what I consider to be a reliable and accurate description of this career from Mr Panayiotis Charalambous, his former business colleague. Mr Charalambous, his now deceased brother and Christofis worked in a three-way equal partnership in a dress-making business known as Supreme Fashions. They worked hard from premises rented from "*a Jewish gentleman who owned the whole street*". They employed a number of people and each earned "*maybe £1,000 per week if we had a good week*". This business came to an end in about 2001 and Christofis retired. I have no reason to think that he has worked since then at all, nor that he has ever been a property developer or in the property developing business, other than as an occasional supporting voice to the husband (which in my view explains the meeting with Mr Rajesh Pabla). According to Mr Charalambous, there was no capital to realise, the business simply ended. In the words of Mr Charalambous: "*We ceased trading in 2001. I wrapped the business up. We got no equity out of it...Christofis did own 2 houses but definitely not any factories or warehouses*". My clear impression is that, whilst Christofis was a reasonably good provider for his family and was able to save from his career into a fairly modest private pension and also to fund two fairly modest family houses, one at 2, The Larches, London N13 (hereinafter referred to as 'The Larches') and one at 2, Avonlas Street, Kiti, Larnaca, Cyprus (hereinafter referred to as 'Avonlas Street'), he was never a wealthy man. The wife (in a pleading – 2C-15) said that Christofis is "*illiterate and impecunious*". The word illiterate generated a big response from the husband's side. This word, perhaps selected by a lawyer, did, on analysis, rather overstate the position - we learned during the trial that he can happily read the Sports pages of The Sun and converse in English, although Greek is his first language – but in essence the point being made was that he is not a highly educated or intellectually sophisticated person, and this is, I think, correct. The word impecunious, perhaps also selected by a lawyer, also caused problems and its use is relative. Of course, he had some money (see above) but the real point being made was that he was not a wealthy man in the context of the assets being argued over in this case and that, in my view, is

correct. I do not accept that he was ever a man who had the capital wealth to make the substantial gifts attributed to him by the husband (a story apparently accepted by, or at least re-promulgated on instruction by, other family members) and my view is that this was all part of the fiction created by the husband with a variety of motives and stratagems which I shall discuss in more detail below.

51. On 21st December 2003 there was a very sad event for all the family when Zoulla died, relatively young, from cancer. It is evident that all the six children were devoted to their mother and her memory and, collectively and individually, mourn her passing to this day. It appears that the family still meet on or around 21st December, each year, to remember her. This is, of course, an entirely admirable and understandable thing for them all to do.
52. There is evidence to suggest that Zoulla's wish in her lifetime and up to her death was that, one day, Marianna would become the owner of Avlonas Street and Yiassoulla would become the owner of The Larches. I am minded to accept that Zoulla did express this wish, but it is of more emotional than legal significance because nothing had happened by the time of her death to cause this to be any more than a non-binding expression of wishes. After her death, Christofis owned these two real properties in his own right and could do as he wished.
53. A few years after his first wife's death, Christofis decided to remarry, to Ms Despoina Michael (to whom I shall refer, adopting the nomenclature used during the hearing, as 'Despo'). They married in June 2007 and they remain married to this day. It is of course not unknown for the children of a first marriage to resent a second wife, and although the family disputes with Despo are only tangentially relevant to the case before me, and although it may very well be that Despo is a difficult and angry person as many witnesses have told me (I have not seen her giving evidence, so make no conclusions that this is correct), it is a good illustration of how the Michael family works to note the steps which have been taken to minimise the possibility that she might benefit from 'Michael family assets' in the event of her divorce from Christofis (though they are still very much together, nearly 20 years after their marriage) or on his death (I have not been told of her age save that she is thought to be about 15 years younger than Christofis). None of the Michael children had a good word for Despo in their evidence before me and, at times, their dislike and resentment of her emerged in strong terms. All of them, collectively and individually, felt justified in the view that if Christofis died, Despo should be swiftly despatched back to the flat she apparently owned before her marriage to Christofis (which they all seemed to think still exists, though I have not heard Despo's side of this story, and the flat may no longer be owned by her) and should make no claim against what the children regarded as Michael family assets, including in particular The Larches and Avlonas Street. They all accepted without hesitation that the previously expressed wishes of Zoulla during her lifetime should definitely trump any rights or wishes that Despo might have. Of course, these two properties, one in England and one in Cyprus, have been Despo's homes for a long time and she might feel (though I have not heard from her directly) that she has legal rights and entitlements after a marriage of approaching 20 years and

Christofis might agree (I have not heard from him on the subject), but such thoughts were not given the time of day by any of the Michael children. An early example of this attitude can be seen in the husband's discussions with his lawyers in 2009 (see 3-1531). Further examples can be seen in the way in which The Larches (though remaining in the sole legal name of Christofis) has been charged with a loan to Hartsfield and the way in which Avlonas Street was transferred to Marianna in 2012, subject to a lifetime right to occupy for Christofis, but not Despo. A good deal of evidence was presented to me to suggest, *prima facie* at least, that the husband (and others) may well have acted improperly in relation to the transactions relating to The Larches and Avlonas Street, possibly by forging the signature of Christofis on some important documents, for example the charge on The Larches in favour of Hartsfield – see the letter from Brabners dated 24th January 2024 (2B-721) - and the transfer documents for Avlonas Street which may well never have been signed by Christofis – certainly there are some suspicious circumstances, for example the table of Christofis' flights between Cyprus and England (3-2349) suggest that he was in England on 3rd December 2012 when the notary in Larnaca claims to have witnessed his signature. Further, the husband's witness Zoe Kokoni accepted that notaries in Cyprus sometimes certified signatures without having actually witnessed them. It is not possible or appropriate for me to make binding findings on these matters (Christofis and possibly Despo would have to be parties to any litigation on these points and they may need to bring such litigation, as indeed they have threatened), but it is, for me, very illustrative of how the Michael family react to anybody whom they perceive as challenging the assets of what they see as the Michael family, which expressly does not include divorcing wives of Michael family members. Andrea also had some of this treatment when she divorced Nicholas. If Andrea and Despo, who are relatively minor challenges to the Michael family, had this treatment, then the wife in this case is a much bigger challenge.

54. This brings to the fore the fact that, on 18th October 2023, Christofis swore an affidavit (2B-155), the contents of which (if it is true and accurate) appeared to blow a huge hole in the way in which the husband was presenting his case in relation to the AB Trust. Amongst the things contained in this affidavit are (in addition to some comments about The Larches and Avlonas Street) the following:-

- (i) Christofis says that he had nothing whatever to do with the creation of the AB Trust. He never even saw the document, never mind signed and executed it. His signature on the document is a forgery.
- (ii) Christofis says that he had nothing to do with the creation of a letter of wishes dated 8th August 2008. He never even saw the document, never mind signed it. His signature on the document is a forgery.
- (iii) Christofis says that he did not make a gift of £3,000,000 or any other sum for the purposes of rebuilding the family home.
- (iv) Christofis says that he had no knowledge of a number of companies in which he appears to have been named as a shareholder, including Satnam Trading Limited, AB Holdings Limited and Property Empire

Limited.

55. The account given by Ms Hannah Butcher (the wife's solicitor) as to how this affidavit came about suggests that it was perfectly properly produced by lawyers in Cyprus (see 2B-459 to 460). It is also true that Ms Butcher had a meeting with Christofis and Despo at The Larches on 18th March 2024 (see 2B-461 et seq for a full account and 7-80 for a full attendance note) at which it appeared that Christofis understood what his affidavit said and was prepared to sign a formal witness statement in the English court maintaining the contents of the affidavit. The only difference was that at the meeting he seemed to be claiming that he had had an interest in the Overbury Road Factory "*since Mario was around 17 years old*", which would have been about 1984. The evidence of Mr Charalambous was that this factory had been rented from "*a Jewish gentleman*" until 2001 (in which case Christofis' claim could not be correct) and a close analysis by Mr Pocock of the OCE documents for the three pieces of land which make up the site eventually purchased and unified by Satnam Trading Limited in 2004 comprise one part which was owned by Mr Waldman and Ms Cohen until 1998 and then by Mr Antoniou until 2004 and then by the husband alone, which may well be the portion recalled by Mr Charalambous and seems to be the most valuable of the three. The other two parts were bought by the husband and his two brothers Michael and Stavros in 1991 and 2002 respectively. Christofis, it seems, did not have an interest in the Overbury Road factory when the husband was aged 17 or indeed at any time.
56. Not long after the meeting on 18th March 2024, Christofis went back to Cyprus and withdrew all cooperation with either side of this dispute. He never signed a confirmatory statement and declined to accept an invitation to give evidence before me, so I have not heard live evidence from him. Nor have I heard from Despo, who appears to have become angry and anxious about events.
57. In the meantime, and which I have to factor into the mix in assessing what has happened here, there has been an explosive reaction of the husband and his siblings and some of the siblings' children to the production of the affidavit. From the evidence I have heard, virtually every member of the husband's family tried to apply pressure to Christofis to withdraw the affidavit, some forcefully and menacingly. Amongst the attempts were Marianna's frenzied 22 telephone calls within a few hours which ended with Christofis putting the phone down on his daughter. More serious than that was the meeting which occurred at The Larches on 20th February 2024 when the husband, Yiassoulla and Michael (Agy) turned up to see Christofis and Despo and same sort of physical confrontation occurred which ended up, according to Despo anyway, with people being pushed to the ground, death threats being made and the Police being called and attending and arresting the husband, Yiassoulla and Michael (Agy). They have not in fact been charged with any offence, although this might be accounted for by the fact that Christofis and Despo have returned to Cyprus and withdrawn from the fray. In the middle of all this there have also been financial offers and counter-offers between the husband and Christofis (there is an allegation by Christofis that the husband offered him £100,000 to withdraw what he had said and it

may be (the evidence is not clear) that Christofis asked for £300,000 (or more) as a counter-offer. The result of all this a good deal of bad feeling and possibly a good deal of fear on Despo's side. I must add to that a number of allegations by Michael family members that Christofis appears to be either wholly under the sway of Despo (and thus prepared to take sides against the Michael siblings because she doesn't like them) or is suffering from dementia or a combination of these things.

58. So what can the court make of all this?

59. My overall feeling in deciding what weight to attach to the contents of Christofis' affidavit of 18th October 2023 is that (contrary to the submissions of Mr Wagstaffe) I should not ignore it and equate Christofis non-attendance as a witness as the *de facto* withdrawing of the affidavit or even an acknowledgement that it not true. Rather that, when assessing what really happened on the AB Trust issue, I should look at a range of factors which corroborate (or otherwise) the affidavit and its contents, whilst bearing in mind the real possibility that Christofis absolutely maintains what he said in the affidavit, but is too frightened to come the court in England and say so. I should neither assume that it is all true or that none of it is true but should weigh the individual contents of the affidavit it up alongside against all the other available evidence on the individual points. Having heard a wide range of evidence, my view is that most of the affidavit, indeed the important parts of the affidavit are in fact true and accurate. Christofis' later suggestion that he was a longtime owner of the Overbury Road factory cannot, on analysis, be correct, and that he is either confused about this or sees it to his financial advantage to say that; but the other parts of his affidavit, I am quite satisfied, are correct.

60. To conclude, I am satisfied on a balance of probabilities, that:-

- (i) Christofis had nothing whatever to do with the creation of the AB Trust. He never even saw the document. He did not sign or execute it. His signature on the document is a forgery.
- (ii) Christofis had nothing to do with the creation of a letter of wishes dated 8th August 2008. He never even saw the document. He never mind signed it. His signature on the document is a forgery.
- (iii) Christofis did not make a gift of £3,000,000 or any other sum to the husband for the purposes of rebuilding the family home.
- (iv) Christofis had no knowledge of a number of companies in which he appears to have been named as a shareholder, including Satnam Trading Limited, AB Holdings Limited and Property Empire Limited.

General comments about the wife

61. I found the wife to be a much more straightforward and honest witness before the court. She is not an unintelligent person, but in my view she always played a submissive role to the husband in financial matters and is not sophisticated in business affairs. There may be cultural element here, and there may be a gender factor here, and there may be a personality factor here as well, but my overall impression is that she was content to allow the husband to take all the important financial decisions during the marriage and was prepared to sign any documents he asked her to sign, or recommended her to sign, often without very much understanding them or appreciating the significance of what she was doing or asking many questions. She was content, if her husband wished, to allow him to use her name on a company if that was advantageous for any reason.
62. My impression also is that it did not matter greatly to her whether what her husband was suggesting was above board and honest. If he provided a good life for her in financial terms, which he generally did until recent times, then she was prepared to give him the benefit of the doubt and not question the wisdom or honesty of what he did. She was broadly aware of the money he provided for his siblings, and aware that this was provided in the context of family protection and loyalty rather than in return for useful services rendered, and occasionally it irritated her that he did what he did, but generally she went along with it as long as he looked after her financially, which he generally did.

The Astute Issue

63. I now turn to the Astute issue, which can be summarised in a relatively concise manner as follows.
64. Prior to 2011, Youlla and Kyriacou between them owned four real properties, all subject to mortgages, namely:-
- (i) 9, Steeplestone Close, London N18;
 - (ii) four flats at Alco House, 431 Greens Lane, London N4;
 - (iii) 20a, Keswick Drive, Enfield, London EN3; and
 - (iv) 75, Caversham Avenue, London N13 (in which they lived in one half and rented out the other half).
65. After the financial crisis of 2008, Kyriacou was worried that he had over-extended himself in terms of his borrowing and that he might get into some financial trouble and may possibly go bankrupt. He was concerned for the effect this might have on his

own family and he was also concerned for his mother, whose home he had mortgaged to help fund his schemes.

66. All the above is common ground. After this, the parties part company.
67. The case advanced by Kyriacou (which is supported by Youlla and the wife) is that at some point in late 2008 he approached the husband for help and advice, knowing and believing that the husband was a wealthy man with a good deal of experience of property development and welcoming his thoughts and assistance. The husband strongly recommended a scheme whereby a company would be set up, which would be owned by the wife, which would acquire the equity in the four properties set out above, but that the legal title in the properties would remain with Youlla and Kyriacou. The scheme recommended by the husband was that the equity would be acquired for a price which did not really represent the true value of the equity, but which was just about justifiable if a later Trustee-in-Bankruptcy challenged the scheme. These facts would be in writing and could be presented to any Trustee-in-Bankruptcy if necessary, but there would also be a side agreement, which was not in writing and which would be kept secret, whereby Youlla and Kyriacou could buy back the equity in the properties (or the shares in the company) at the same price that the company had paid for it. Kyriacou's case is that the two wives were only peripherally involved in this and the real negotiations and discussions took place between the two husbands.
68. The case advanced by the husband was that, whilst he was involved to some extent, this was really the wife's business in which he played only a small part. He denies that it was all his idea or that he was in any way responsible for thinking up or implementing the scheme. He further denies the existence of, and any knowledge of, the unwritten side agreement. His case is that it was common ground that if the equity in the properties were ever to be sold back to Kyriacou and Youlla it would have to be at then market price.
69. It is common ground, however, that a company was set up in 2009 called Astute Capital Investments Limited ('Astute') in which the wife owned the one issued share. It is common ground that, in the course of 2011 two Declarations of Trust were drawn up and executed – one dated 26th September 2011 (2C-648) and one dated 23rd November 2011 (2C-675) – which in effect implemented the scheme to transfer the equity in the four properties to Astute. The cash price for transferring the equity in the four properties was agreed at £48,000 and this amount changed hands.
70. I note that, in the process of agreeing the figure of £48,000, an illuminating email exchange took place between Kyriacou and the husband on 23rd August 2011 in which Kyriacou says to the husband: "*What shall I get Bellevue to value both units at?? Am with them now.*" and the husband responds 9 minutes later with: "*£325k and £265k... Well that's what we would like ... but they have to be realistic...ask them*"

what they think a forced value is?.... not a market value!....that's what we want! Tell them there is no planning, etc. ... tell them all the bad points, and ask them to make a point of it!"

71. For me, this email is strong prima facie evidence that the account of the real agreement given by the wife, Kyriacou and Youlla, with its secret and unwritten side agreement, is correct and the husband's account is simply untrue. I agree with Mr Trowell that it is inconceivable that the husband's email would have been sent from a buyer to a seller were there not an understanding that the property could be bought back at the same price. That is the only basis upon which both parties have an interest in a low price. If the agreement were as suggested by the husband then this email would not have been sent because Kyriacou would have been seeking the highest possible purchase price. Further, this email exchange (together with some others, for example the husband's dishonest email about the £2,000 referred to above) corroborates the view that the dealing was being done between the two men, with the two women having only a secondary role.
72. Further, whilst giving myself the *Lucas* direction, it seems to me that this scheme (which is an essentially dishonest scheme designed to shelter assets from a potential future Trustee-in-Bankruptcy) bears all the hallmarks of the husband's *modus operandi* and the fact that he was the leader of the project is consistent with his general behaviour as discussed above. Having considered this, and all the oral and written evidence on this subject, I am entirely satisfied on a balance of probabilities that the account of these events given by the wife, Kyriacou and Youlla is true and accurate and the husband's account is not true. He has deliberately misled the court about it. He was fully aware of the secret unwritten side agreement. Further, the fact that a solicitor, Mr Lambros Lambrou, was involved in setting up the scheme takes the matter no further because the wife and Kyriacou accept that he was not told about the secret unwritten side agreement either. Nor was another solicitor, Mr Shamil Patel, told about it when he later became involved in 2016.
73. Kyriacou was in due course declared bankrupt on 8th June 2015.
74. The Trustee-in-Bankruptcy (Durkan Cahill) duly made enquiries into the above transactions. It is clear from the documents that the husband characteristically became fully engaged in the negotiations. Duncan Cahill were shown the Declarations of Trust, but they were specifically not told of any unwritten side agreement and would have dealt with the case very differently if they had been. They did, however, argue that one of the transfers of equity was at an undervalue and required a further payment of £5,500 to buy them off. This was duly paid by Kyriacou and the Trustee-in-Bankruptcy left it at that. Kyriacou told me that, at the conclusion of his bankruptcy, his creditors were owed an unpaid figure of more than £500,000 (although I have no documentation to identify whether this is correct or not nor who were the individual creditors, this seems likely to be true).

75. In January 2022 the wife transferred the one issued share in Astute to Kyriacou. The consideration was said to be the £48,000 agreed in 2011 plus a notional interest figure of £2,000, i.e. a total consideration of £50,000. In fact, only £4,000 was paid and the remaining £46,000 is still outstanding because Kyriacou has not yet raised the funds.
76. Some investigation of the current value in the equity in these four properties has taken place and, partly because of some of the mortgages have been paid off between 2011 and the present and partly because of increased property prices in this period, the net equity in the four properties is now somewhere between £900,000 and £1,200,000. Plainly, the wife did not extract full market price for her transfer of the Astute share to Kyriacou. Her explanation for this is that she was bound by the secret unwritten side agreement.
77. On 26th June 2023 the husband applied to set aside the January 2022 transfer of shares pursuant to Matrimonial Causes Act 1973, section 37.
78. Before me there was an issue as to whether the January 2022 transfer was executed with one eye on and with some knowledge that the divorce proceedings eventually issued in May 2022 were on their way. The wife says that was not the case, and that she only made her decision to issue divorce proceedings in March 2022. In the end I have decided that I do not need to resolve this particular dispute.
79. Before me also was evidence from Kyriacou that the husband told him that the section 37 application was made in the context of his desire to “*take everything off everyone related to Stalo*” and wishing to “*see them all homeless and destroyed*”. The wife and Kyriacou strongly believe that the section 37 application has been made as, in effect, a blackmail attempt against them on the basis that public exposure of the unwritten side agreement might cause the Trustee-in-Bankruptcy and possibly the criminal prosecution authorities to look again at what happened in 2015. The husband knew that the wife and Kyriacou would, if they defended the section 37 application, have to make public the existence of an obviously dishonest arrangement and this is, of course, what has happened. In my view, the wife and Kyriacou were correct in so assessing the husband’s motives. Especially given that he was himself very much involved in the dishonest arrangement, indeed thought up the scheme, I regard the husband’s section 37 application as an unpleasant and menacing act and the way his mind is working is further revealed in the email he sent to B on 27th June 2024 (2A-1429). Nonetheless, I still have to resolve the application.
80. Matrimonial Causes Act 1973, section 37 reads:-

(1) For the purposes of this section “financial relief” means relief under any of the

provisions of sections 22, 23, 24, 24B, 27, 31 (except subsection (6)) and 35 above, and any reference in this section to defeating a person's claim for financial relief is a reference to preventing financial relief from being granted to that person, or to that person for the benefit of a child of the family, or reducing the amount of any financial relief which might be so granted, or frustrating or impeding the enforcement of any order which might be or has been made at his instance under any of those provisions.

(2) Where proceedings for financial relief are brought by one person against another, the court may, on the application of the first-mentioned person—

...
(b) if it is satisfied that the other party has, with that intention, made a reviewable disposition and that if the disposition were set aside financial relief or different financial relief would be granted to the applicant, make an order setting aside the disposition;

...
(4) Any disposition made by the other party to the proceedings for financial relief in question (whether before or after the commencement of those proceedings) as is reviewable disposition for the purposes of subsection (2)(b) and (c) above unless it was made for valuable consideration (other than marriage) to a person who, at the time of the disposition, acted in relation to it in good faith and without notice of any intention on the part of the other party to defeat the applicant's claim for financial relief.

(5) Where an application is made under this section with respect to a disposition which took place less than three years before the date of the application or with respect to a disposition or other dealing with property which is about to take place and the court is satisfied—

(a) in a case falling within subsection (2)(a) or (b) above, that the disposition or other dealing would (apart from this section) have the consequence...of defeating the applicant's claim for financial relief, it shall be presumed, unless the contrary is shown, that the person who disposed of or is about to dispose of or deal with the property did so or, as the case may be, is about to do so, with the intention of defeating the applicant's claim for financial relief."

81. Mr Wagstaffe argues on behalf of the husband that the wife's defence of the section 37 application falls foul of the dicta of Lord Denning MR in *Tinker v Tinker* [1970] 1 All ER when he said of the husband in that case:-

"So he is on the horns of a dilemma. He cannot say that the house is his own and, at one and the same time, say that it is his wife's. As against his wife, he wants to say that it belongs to him. As against his creditors that it belongs to her. That simply will not do. Either it was conveyed to her for her own use absolutely: or it was conveyed to her as trustee for her husband. It must be one or the other. The presumption is that it was conveyed to her for her own use: and he does not rebut that presumption by saying that he only did it to defeat his creditors. It belongs to her."

82. Mr Wagstaffe continues in his written submissions: "Public policy has long since deplored litigants who seek to take advantage of their own wrongdoing. This general

proposition can be seen in operation in many different spheres, for instance, the ex turpi causa doctrine (see e.g. Lazarus Estates Ltd v Beasley [1956] 1 QB 702, 712, “fraud unravels everything” per Lord Denning.) Other illustrations of the same public policy rule can be found in well-known equitable maxims such as the ‘clean hands’ rule, or the rule that a culpable bigamist is not entitled to any award of financial relief (Whiston v Whiston [1995] Fam 198)”.

83. Mr Trowell argues in response:-

“Perhaps in recognition of the Husband’s weakness on the facts on the Astute issue in their opening note Mr Wagstaffe relies on a legal argument, namely that Kyriacou and Youlla cannot run a case based on their own dishonesty. This is wrong. It is wrong as a matter of first principles. No court is going to stop someone advancing the truth. The court might well say that there is prior inconsistent evidence and ask why. That applies here in relation to the bankruptcy. And the answer is that Kyriacou and Youlla misled the trustee in bankruptcy out of fear and because they wanted to hang on to their property, not least because they had a young child. It is wrong as a matter of basic law. The test the court has to apply is the statutory test in section 37 of the Matrimonial Causes Act. It is not the common law test of dishonesty. Further, even if the above points were not right (which they are), the reference to Tinker is of no assistance to the Husband because (a) it cannot apply here and (b) the law has moved on. Tinker cannot apply because it is a case about the presumption of advancement. The husband in that case had advanced property to his wife: he said to avoid the trustee in bankruptcy. The case decided that he cannot rebut the presumption of advancement by saying he only did so to defeat his creditors... The presumption of advancement does not apply in this case. There is not a question of equitable or common law recovery by Youlla and Kyriacou at all: Stallo has already made the transfer: the issue here is the section 37 one – should the transfer be set aside. In any event, the law has moved on from Tinker. Patel v Mirza [2016] UKSC 42 now sets out the common law doctrine of illegality... A summary of the principles and the application in Patel is to be found at paragraphs 120 and 121 of Lord Toulson’s judgment... The essential rationale of the illegality doctrine is that it would be contrary to the public interest to enforce a claim if to do so would be harmful to the integrity of the legal system (or, possibly, certain aspects of public morality, the boundaries of which have never been made entirely clear and which do not arise for consideration in this case)... But the real test here is s.37”.

84. In my view Mr Trowell’s submissions are very much to be preferred here. I do not consider that there is any public policy argument for preventing the wife and Kyriacou relying upon an agreement about which, although they acknowledge was a dishonest arrangement which has probably caused loss to the Trustee-in-Bankruptcy, they are telling this court the truth. I cannot agree that it would be contrary to the public interest or harmful to the integrity of the legal system or public morality to allow them to tell me the truth. It would be an absurd consequence of such a conclusion if the husband was to succeed in setting aside the share transfer, and so to allow him and the wife, both dishonest parties to what happened, to share in a substantial asset at the expense of Kyriacou, who (whilst also being a dishonest party

to what happened) is going to be exposed by the existence of this judgment to a potential claim by the Trustee-in-Bankruptcy for the recovery of the assets to meet the undischarged debts of his bankruptcy and is properly entitled to any part of the assets not taken away by such an action. Whether or not the Trustee-in-Bankruptcy does in fact take any action (and he doesn't yet know anything about what really happened, so we don't know what he will do, but it would be surprising if he did nothing) it would be an absurd exercise of public policy to make the order sought by the husband which would, in effect, make the Trustee-in-Bankruptcy's task more difficult to the benefit of the husband and the wife, both of whom were complicit in the dishonest agreement.

85. Applying the words of section 37 I am satisfied that the wife's transfer of shares was executed for valuable consideration (i.e. the amount agreed under the secret unwritten agreement) and in good faith (compliance with the obligations under the secret unwritten agreement). Further, even if it were the case that the wife made the share transfer with one eye on her impending divorce proceedings, the section 37 remedy is a discretionary one (the court may make a setting aside order) and for the reasons discussed above it would not be an appropriate exercise of that discretion to set aside the share transfer on the facts of this case.

86. Mr Trowell has asked me to consider making, or at least expressing a provisional view on, the costs incurred by Kyriacou and Youlla on this exercise – some £297,604. In view of the matters I have discussed above, including the merits of the case and the motivations for bringing the application, my provisional view (upon which I am prepared to hear further submissions) is that Kyriacou and Youlla are entitled to receive their costs from the husband, subject to a detailed assessment on an indemnity basis. The wife's costs will fall to be considered as part of the overall costs assessment.

The MBL issue

87. I now turn to the MBL issue – this relates to the issue of the ownership of the company Michael Bros Limited (MBL). This is a property development business. Whoever owns it, it is clear that it is run by the husband and that his siblings play little or no part in the operation of the business.

88. It is common ground that MBL was incorporated on 18th April 2001 and (from the current public share register) that the husband is the legal title holder of 34.375% of the shares in MBL, with his brother Stavros also holding 34.375% and his brother Michael (Agy) holding 31.25%. I am not sure that I have had an explanation for the slight differential here between the brothers, but not very much turns on it.

89. It is also common ground that, for a long time, the husband was the legal title holder

of 50% of the shares in MBL, with his brother Stavros also holding 50%. This shareholding excluded Michael (Agy) because of some credit reference issues, but was later amended to include him.

90. It is also common ground that the three brothers also traded through a partnership known as the Michael Bros Partnership ('MBP'), in which they each had an equal one third interest. There does not seem to have been any particular delineation between the projects executed through MBL and the projects executed through MBP. The husband ran both and made his own decisions as to how each entity was run.
91. It is common ground that a properly executed Declaration of Trust dated 16th January 2017 (2C-75), drafted and witnessed by a solicitor, Mr Lewis Lane of the Cavendish Legal Group, declared that, whatever the shareholding, the shares of MBL were held on trust for the three brothers in equal shares. MBP was wound up in 2017, simultaneously with the Declaration of Trust of 16th January 2017. Any assets previously held by MBP were transferred to MBL and, after that point, MBP ceased to have any operation.
92. It is common ground that to the outside world, including the HMRC and the company bankers (2A-1515) and indeed the wife (2C-101), the presentation was of a business with three equal members – the Declaration of Trust of 16th January 2017 represented the public presentation. The husband appeared to own a one third share of MBL.
93. As I have set out above, the indicative valuation of a one third share of MBL is £7,500,000 so it could reasonably have been expected that a figure of this magnitude would appear in the husband's presentation of his assets in his Form E for inclusion in the asset schedule.
94. In fact, the husband's Form E asserts that he holds his shares on trust for his two sisters, Marianna and Yiassoulla, pursuant to a Declaration of Trust dated 21st December 2009, so that his interest in MBL was zero. The husband's case was that, on the same day, 21st December 2009, two Declarations of Trust were produced and executed – one relating to MBP and one related to MBL (2C-170 and 2C-175). The wife did not accept this presentation, thus creating a substantial issue for the case which needed to be resolved. I made directions on 22nd May 2023 for pleadings on this point.
95. The wife's Points of Claim, though undated, appear in the bundle (2C-4). It is a feature of this pleading that, of the two Declarations of Trust bearing the date of 21st December 2009, the wife's case was that the MBL Trust was either a sham or had been superseded by the 2017 Declaration of Trust; but the MBP Trust was "*of recent invention intended to bolster the husband's case in these proceedings*" (2C-6). Mr Pocock wishes to amend the pleading to enable him to assert that both the documents

bearing the date of 21st December 2009 were of recent invention intended to bolster the husband's case. Mr Buttimore and Mr Wagstaffe have objected to this proposed amendment, but I have decided to allow it. I accept Mr Pocock's submission that, for the wife trying from the darkness to work out what the husband has been doing, this has been a developing picture and she should not be penalised for wishing to hone her case in the light of developing evidence. Further, Mr Pocock made it clear at the outset of the trial and during cross-examination that this was his case, i.e. that the whole meeting of 21st December 2009 was invented, and I can identify no prejudice to the other parties from allowing this amendment. I heard from all the people who were present at the alleged meeting of 21st December 2009 and their cross-examination by Mr Pocock (in my view, despite Mr Buttimore's suggestions to the contrary) made it clear what Mr Pocock's case was. Indeed, as the case has developed this has really become his primary point on the MBL issue – that both the 2009 documents were fakes of recent invention and the other parties were well aware of that and responded to it in submissions and in their own examination of witnesses.

96. It is undoubtedly correct that this allegation is a serious allegation to be made on the basis of proper evidence. In many cases such an allegation would be seen as speculative and improbable. In my view, however, the allegation is made out in this case. Weighing up all that I have read and heard on this subject, I am satisfied on a balance of probabilities that Mr Pocock's submissions that the alleged meeting of 21st December 2009 never happened and the two documents alleged to have been signed that day were produced and signed much more recently as an invention to bolster the husband's case in the current litigation. They are a fake presentation. The true holding of MBL is represented by the Declaration of Trust executed on 16th January 2017, under which the husband has a one third interest.

97. I have reached that conclusion by weighing up all the relevant evidence and I attach significance to the following matters in particular:-

- (i) Whilst it is possible that the presentation of a one third interest to the HMRC, the company bankers and the wife was at all times since December 2009 false, these facts provide some corroboration for the conclusion that this is genuinely what the position was.
- (ii) The husband's statement (2C-155) clearly asserts that the rationale for the transfer of his MBL shares to his sisters in 2009 was that his father Christofis had given him £3,000,000 to rebuild the family home and insisted, by reason of the promotion of fairness between the siblings, that a quid pro quo to this was that the sisters should receive the husband's MBL shares. I have already stated that I have reached the conclusion that Christofis did not give the husband £3,000,000, or indeed any sum, to rebuild his house and there is no evidence from Christofis that he made the above proposal, or anything like it, to the husband. I am satisfied that the letter dated 1st February 2023 (2B-131) in which Christofis appears to support that proposition is not a genuine document and was in fact forged by the husband. On this point, I am satisfied that Christofis' affidavit of

18th October 2023, in which he says that his signature on the letter is forged, and that he did not make any such payments, is correct (2B-155). Since the very rationale relied upon by the husband is, in my view, not true, that goes a significant way towards undermining the truth and logic of the 2009 meeting.

- (iii) I agree with many of the attacks made by Mr Pocock on the credibility of the suggestion that there was a 21st December 2009 meeting at all. If the documents signed at that meeting are genuine and were prepared by Mr Lewis Lane, a solicitor, it is very curious that they include some pretty obvious errors which (one would like to think) a lawyer would not make and it is even more curious that the same solicitor would be happy to draft the apparently contradictory and competently drafted 2017 Deeds (2C-75) and (3-4288) without any reference to a 2009 Deed which he himself had drafted and would presumably remember drafting and probably have on his file. Further, though Mr Lewis Lane is now sadly dead and cannot give us his recollection, no contemporaneous documentary evidence has been produced from the firm to support the proposition either that the meeting took place at the solicitors' office or that documents were drafted by the solicitors. Further, it is not at all obvious why the documents allegedly signed in 2009 had to be witnessed by so many different family members, or indeed any family members. As happened with the 2017 Deeds, it would surely be more normal for the solicitor to witness the signatures – but he didn't witness a single one. Nor is there any official solicitors' stamp on the document, such as there is on the 2017 Deeds. Further, it is curious that none of the alleged participants at the 2009 meeting picked up any of the obvious errors in the document they were signing – most of the participants said they signed without even reading the document. Further, it is curious that no original of either of the Deeds allegedly signed in 2009 has been kept by anybody. For Marianna and Yiassoulla these documents (if genuine) would have been important and valuable, yet nobody appears to have kept an original on which forensic tests might have been possible and neither Marianna nor Yiassoulla even had a copy of the alleged MBL Deed, which (if genuine) was the more important one to them.
- (iv) One possible motivation for having so many witnesses sign the document might be that it would appear more difficult for the wife to challenge. Since I have heard from all of them, I am able to make an assessment of their individual and collective credibility on this issue. I agree with Mr Pocock's observation that their memory of details of this meeting was not compelling and seemed to me very contrived. In view of my general observations about the husband, but again remembering to give myself a *Lucas* direction, I think it is entirely possible, indeed in character, for him recently to call a family meeting and direct a group of people for whom he has provided money, to lie and stick to a story for his benefit or the benefit of the Micheal family. I agree with Mr Wagstaffe that Ms Zoe Christodoulou was a more convincing witness than some of the other witnesses, but I also remind myself that it had to be teased out of her, in reaction to which she appeared to be embarrassed, that she was the

beneficiary of an interest free, no date for repayment, loan of £100,000 from Hartsfield, which was plainly set up by the husband. My impression, collectively and individually, was that the witnesses called by the husband and/or Marianna/Yiassoulla on this point were not compelling.

- (v) I agree with Mr Pocock that it is curious that, in all the volume of documentation we have in this case, there is not one reference to the 2009 Declarations of Trust before the husband mentions them in his Form E in 2022. I agree with him that it is striking that the wife was not invited to this alleged meeting in 2009 and knew nothing of it until its existence arose in the current financial remedies proceedings.
- (vi) Looking at the money withdrawn from MBL over the years, it would be surprising if the husband had no interest in it. In fact, what happened was that he removed any amount from MBL he wanted at any time and his siblings appear to have expressed no reservations about that at all, even if what he received was much greater than what they received. One example of this is when the husband received £822,500 in y/e 31st March 2016 (3-1079). This seemed to be a matter of indifference to the sisters, who say they were shareholders.
- (vii) The instructions given to Counsel who produced a substantive advice on 16th June 2016 (3-775) seem to be completely contradictory to the husband's case on MBL.

98. Further, I have looked at all the emails relied upon by Mr Buttimore in his closing submissions, all sent between 2018 and 2022. They are to be found in bundle 2C at pages 195, 297, 196, 84, 206, 209, 210, 214, 207 and 198 and at 5-177 and 2B-1237. His case is that they either support the case that the 2009 documents were genuine or they support his case that an 'oral trust' (see *Paul v Constance* [1977] 1 WLR 527) was created or in existence for some or all of the period between 2018 and 2022. I am not persuaded that these emails demonstrate any such thing. Indeed, the email sent on 31st March 2021 (2C-94) strongly suggests that, whilst the husband was considering transferring his MBL shares to other family members, he had not done so by that time, and it is not suggested that he has done so subsequently. If he had already executed a trust over his shares in favour of his sisters, how could he credibly say in an email: "*Lets talk about my shares first. They are going to Lel (Yiassoulla), Marianna and Nick (Nicholas)*". He is talking about something which may happen in the future which is wholly inconsistent with the assertion that he had long since, in 2009, transferred the benefit in his shares to the sisters.

99. I am satisfied that the husband has conducted the MBL issue in an egregiously dishonest way and I find that he retains his one third interest in MBL.

The AB Trust issue

100. I now turn to the AB Trust issue. With an indicative asset value of £38,000,000, this is the area of the case with the most value and it has accordingly occupied the court and the lawyers for time than any of the other issues in the case. In this area there are significant differences on the law as well as on the facts.

101. It may assist the reader of this judgment if I summarise the rival positions of the parties on this issue.

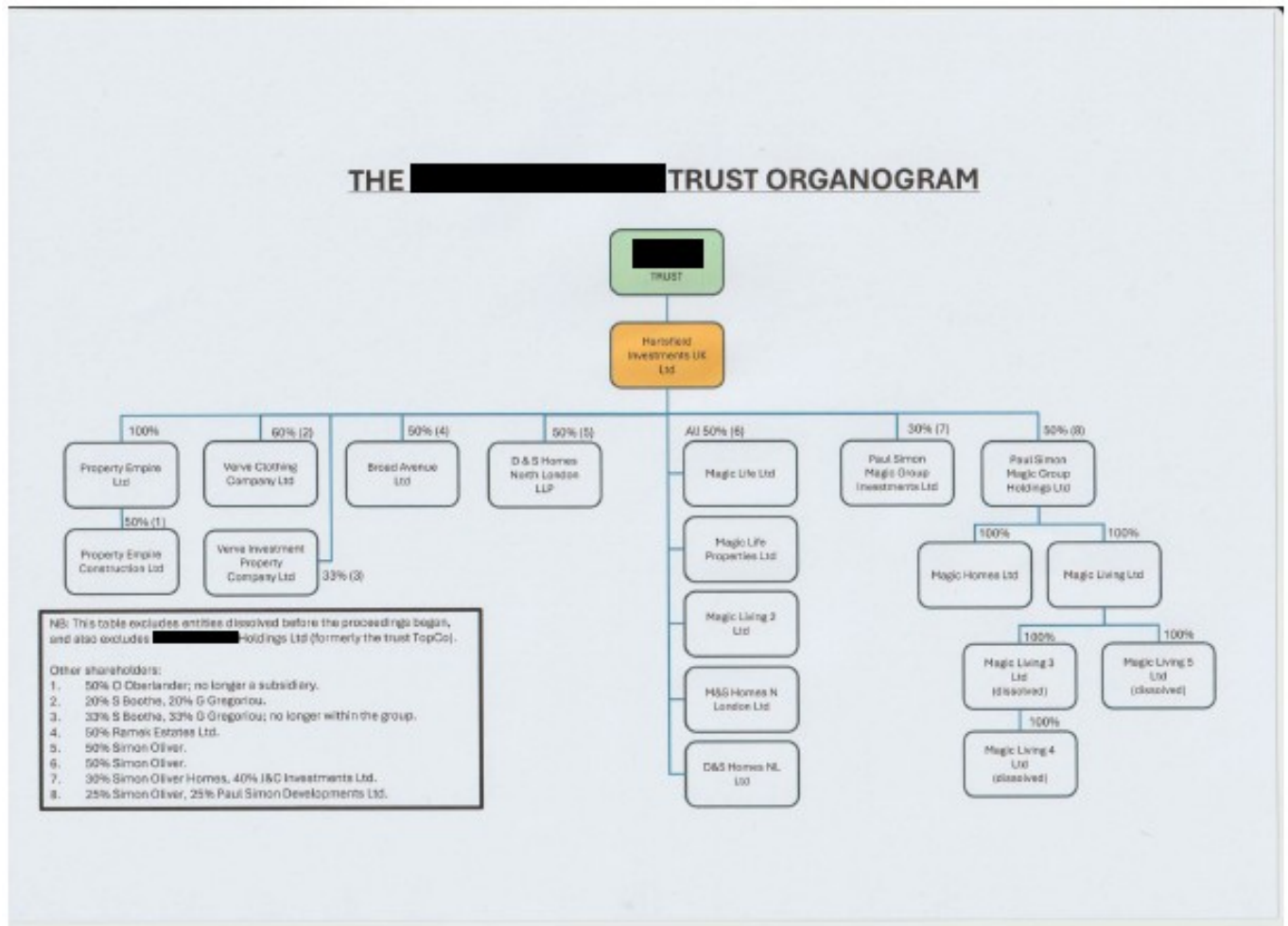
102. The husband's case is, in essence, that:-

- (i) There is a valid trust, the AB Trust, the terms of which are recorded in a properly drafted and unimpeachable Trust Deed (the document appears in a number of different parts of the bundles, for example 5-5). Christofis is the Settlor of the Trust. The husband is the Protector of the Trust.
- (ii) The Trustees were once Proglobal Trustees Limited (who were once called Dason Trustees Limited and now don't exist, but who were owned by Eurofast Limited who also own Cypress Trustees Limited and Tsioftop Limited - all are essentially the same organisation of professional trustees based in Cyprus). Later (on 29th November 2021) a resolution was passed which purported to replace the professional trustees with the husband and the wife as trustees (and yet later, in May 2024, the husband alone purported to dismiss the wife as a trustee).
- (iii) It is a Discretionary Trust and the current beneficiaries are A and B plus any other children of the husband (there are none at the moment) and the British Red Cross Society. The husband has no legal or beneficial interests in any of the assets held in the trust and they cannot therefore be treated as resources within the meaning of Matrimonial Causes Act 1973, section 25.
- (iv) The trust is not a 'nuptial trust' within the meaning of Matrimonial Causes Act 1973, section 24(1)(c) and, accordingly, this court has no power to vary it under that Act in favour of either of the parties.
- (v) There is in any event no jurisdiction held by the English court to do anything about the trust because of various clauses in the trust which give exclusive jurisdiction to the courts of Cyprus to deal with the matter in tandem with Recognition of Trusts Act 1987.
- (vi) There is no valid challenge that can be made to the transfers of asset into the trust (whether under Matrimonial Causes Act 1973, section 37 or Insolvency Act 1986, section 423).
- (vii) Accordingly, my schedule of assets should mark this interest in the husband's column as zero and this court should in no way interfere with the trust or any of its assets.

103. The wife's case (as articulated in the pleadings) is, in essence, that:-
- (i) There is no valid trust. It is a sham and/or a nullity and/or a hoax.
 - (ii) The assets which the husband argues are held in the trust are owned beneficially by him.
 - (iii) The English family court has the jurisdiction to deal with these issues.
 - (iv) In so far as a trust exists it is a nuptial trust which can and should be varied by this court under Matrimonial Causes Act 1973, section 24(1)(c).
 - (v) Further or alternatively, in so far as a trust exists, Matrimonial Causes Act 1973, section 37 or Insolvency Act 1986, section 423 apply to enable the court to unpick the transfers to the trust.

Some basic facts about the structure alleged to be a trust

104. I set out below the organogram which sets out the various corporate holdings said to be held within the structure alleged to be the AB Trust (leaving aside for the moment whether it is a trust). The head holding company, owned by the 'trustees' of the AB Trust is Hartsfield Investments UK Limited (Hartsfield). The husband is the sole director of Hartsfield and has, I find, complete control over its activities. Hartsfield itself owns a range of shares in companies including Property Empire Limited, Verve Clothing Company Limited, Magic Life Limited and Paul Simon Magic Group Holdings Limited, many of which are run by the husband. In most of these subsidiary companies there are other shareholders. Most (but not all) of the companies are property development companies, Verve Clothing Company Limited being an exception, in which the husband does not run the business on a day to day basis.



Jurisdiction

105. I shall start by considering whether the family court in England and Wales has any jurisdiction to make decisions about these matters at all.

106. Mr Wagstaffe has argued on behalf of the husband that this court has no such jurisdiction. He has put his case as follows:-

“The central issue in this case is whether the trust is valid. Whether this court has jurisdiction to pronounce on that is a pure question of statutory construction. W has never seriously engaged with this point, because she has no real answer to it. The Recognition of Trusts Act 1987 gives legal force to the UK’s ratification of the Hague Convention on the law application (sic) to trusts and their recognition by incorporating the Convention in full as the Schedule to the Act. Under Article 6, the law governing a trust is the law chosen by the Settlor. Under Article 8, that law governs a wide range of questions relating to the trust including its fundamental validity. This is important because clause 18 of the trust deed confers exclusive jurisdiction upon the Courts of Cyprus in relation to all matters concerning the

administration of the Trust. If therefore clause 18 is a valid choice of law clause under Cypriot law, the effect of Schedule 1 to the 1987 Act is to preclude the English court from arrogating to itself jurisdiction over any question concerning the fundamental validity of the trust. To put the same point another way, no court in England has the power to declare invalid (whether on the grounds of sham or otherwise) a trust established under the law of Cyprus, and subject to the exclusive jurisdiction of the Cyprus courts. Likewise, no court in Cyprus has jurisdiction to pronounce on the validity of an English trust for the same reasons. As a matter of English law, W's claims relating to the fundamental validity of the trust cannot possibly succeed.

....

Respectfully, the Act and the Convention are clear, but what W asks this court to do is give the Act a meaning so wide that, if Parliament had truly intended it that way, one wonders why it bothered to pass it in the first place."

107. Mr Steadman on behalf of the wife has responded to these points as follows:-

*"H's contention that the Recognition of Trusts Act 1987 prevents an English court from determining the validity of a trust governed by Cypriot law is simply wrong. The very purpose of that Act is to identify which law should be applied by the English court when it considers questions regarding trusts with a foreign element. It is an Act about governing law, not about jurisdiction (as is the Hague Convention—as its name indicates, it is about "the law applicable to trusts and their recognition", rather than about jurisdiction). Neither the Act nor the Convention even contains the word "jurisdiction". The Act requires the English court to apply the governing law identified by the Schedule thereto. Since that may be "the law chosen by the settlor" (Art 6) or "the law with which it is most closely connected" (Art 7) – and therefore need not be English law – the Act plainly contemplates that the English court may (indeed, must) apply a foreign law to such a trust. That this is how the Act works is evident from authority at the highest level: see the Supreme Court in *Akers v Samba Financial Group* [2017] AC 424.*

*Leaving aside the effect of the Recognition of Trusts Act 1987, which is a red herring, the real question is whether, given that this Court undoubtedly has jurisdiction – H and W having both been validly served within England (see *Lewin on Trusts* at paragraph 11-005) and in any event having both submitted to the jurisdiction by taking a full role in these proceedings (see *Lewin on Trusts* at paragraph 11-093) – this Court is precluded from exercising that jurisdiction by clause 18(b) of the Trust Deed. W says that question should be answered in the negative.*

*As W noted in paragraph 5(c) of her Reply [2B/118], neither H nor any other party has made any application for a stay of these proceedings on *forum non conveniens* grounds. That in itself is sufficient to dispose of this issue. Were H now to seek to do so, the burden would be on him to satisfy the court that some other forum is "clearly or distinctly" more appropriate than England, having regard to the interests of all the parties and the ends of justice—(see *Lewin on Trusts* at paragraph 11-011, citing *The Spiliada* [1987] AC 460 at 464 – 465 and *Livingston Properties Equities Inc v JSC MCC Eurochem* [2020] UKPC 31 at*

[11].

The only reason H has put forward to deny this Court's jurisdiction is clause 18 of the Trust Deed, which he contends confers exclusive jurisdiction upon the courts of Cyprus in relation to the subject matter of these proceedings.

Clause 18 does not have that effect.

(i) *A jurisdiction clause in a document which is a nullity (indeed, a forgery) cannot assist the Respondent in denying the English Court jurisdiction. H contends that this argument puts the cart before the horse. But it is supported by House of Lords authority (in the analogous context of arbitration clauses, in *Premium Nafta Products v Fili Shipping Company* [2007] UKHL 40 at [17] and [18]) and by Court of Appeal authority (*Deutsche Bank v Asia Pacific Broadband Wireless Communications* [2008] EWCA Civ 1091 at [24] to [27]) (See Dicey at paragraphs 12-078 to 12-079). In those authorities, a distinction is drawn between challenges to the validity of the substantive transaction – where the jurisdiction clause is treated as a separate agreement and will apply unless those challenges relate directly to it – and those which mean there is no agreement at all (forgery, non est factum, impersonation) where the jurisdiction clause will not apply.*

(ii) *Clauses 18(a) and (b) read:*

(a) *THE proper law governing this Trust shall be that of the Republic of Cyprus and all rights under this Deed and its construction and effect shall be subject to the jurisdiction of and construed according to the laws of the Republic of Cyprus.*

(b) *The Courts of the Republic of Cyprus shall be the forum for the administration of these trusts.*

(iii) *Reading those two provisions together, it can be seen that clause (a) – referring to the laws of the Republic of Cyprus – is a governing law clause, and clause (b) – referring to the Courts of the Republic of Cyprus – is a jurisdiction clause. (See *Crociani v Crociani* [2014] UKPC 40)*

(iv) *On a proper construction, the jurisdiction conferred by clause (b) in respect of the “administration” of the trust does not encompass disputes concerning the essential validity, construction and effect of the written trust instrument: *Lewin* at paragraph 11-064. That is so even though the default position under the Recognition of Trusts Act 1987 is that the same governing law will be applicable to both types of dispute (although by Art 9 an express choice of law clause may provide for *depeçage* such that the laws of a different country to govern each type of dispute). Indeed, as the editors of *Lewin* note in the same paragraph, some offshore authorities have taken the view “administration” may be even narrower.*

(v) *Moreover, on a proper construction, neither clause (a) nor clause (b) confers exclusive (as opposed to non-exclusive) jurisdiction upon the courts of Cyprus. Neither clause uses the word “exclusive”, and the words “shall” and “the” are not sufficient to exclude the jurisdiction of other courts (see *Crociani v Crociani* [2014] UKPC 40)*

*In any event, the existence of a jurisdiction clause (whether it is construed as exclusive or non-exclusive) is only one factor to be considered by the English court when deciding whether to decline to exercise its jurisdiction and to grant a stay on *forum non conveniens* grounds, and may be outweighed by other factors—*Crociani v Crociani* [2014] UKPC 40 at [35] – [37].*

Here, there is a preponderance of factors weighing in favour of England being the

appropriate jurisdiction (noting again that the burden would be on H to show that Cyprus is clearly or distinctly more appropriate, were he to make an application).

(i) *The dispute between H and W is, at base, matrimonial in nature. The question of the ultimate beneficial interests in the assets asserted to be held by the AB Trust is a step in the English court undertaking its duties under s25(1) of the Matrimonial Causes Act 1973, specifically its duty to assess (as per s25(2)(a)) “the income, earning capacity, property and other financial resources which each of the parties to the marriage has or is likely to have in the foreseeable future”, prior to considering the orders, if any, to be made under s24(1) of the Matrimonial Causes Act 1973.*

(ii) *The courts of Cyprus are not a forum which is in fact available at all for the resolution of that dispute, let alone one which is clearly or distinctly more appropriate.*

(iii) *Both H and W have actively participated in these proceedings, and much of that participation – including the provision of disclosure and the marshalling of witness evidence – has been directed towards the resolution of the dispute concerning the (alleged) trust.*

(iv) *All of the witnesses whose evidence is relied upon by the parties are available to give evidence, and the court has facilitated the remote attendance of those who are outside the jurisdiction (some in France and some in Cyprus) as well as the in-person attendance of those – including, most pertinently, H and W – who are within the jurisdiction. Plainly, the English court is well-equipped to consider that evidence and to determine the factual disputes between the parties.*

(v) *Whilst it is common ground that the proper law governing the Trust Deed is the law of Cyprus, it is also common ground that this court can and should proceed on the basis that the law of Cyprus is materially identical to the law of England and Wales. The English court will therefore be in at least as good a position as the Cypriot courts would be in determining the legal disputes concerning the (alleged) trust (see *Al Assam v Tsouvelekakis* [2022] EWHC 451)*

H’s contention is seemingly that this Court, having heard evidence over 10 days, and having heard submissions from all relevant parties regarding the substance of the dispute – all at eye-watering cost, including in terms of court resources – should decline to determine that dispute. Were the Court to do so, that would manifestly not serve the interests of the parties and the ends of justice. Rather, it would condemn them to a further round of litigation in Cyprus while in the meantime preventing a final resolution of W’s claims under the Matrimonial Causes Act 1973.”

108. I find myself entirely in agreement with the submissions of Mr Steadman on the jurisdiction issue and I adopt them in full. I agree with Mr Steadman that Mr Wagstaffe’s interpretation of the Recognition of Trusts Act 1987, and also his interpretation of clause 18(a) and 18(b) of the ‘trust deed’, are incorrect and the consequences he seeks are both wrong in law and would also be scandalously wasteful of both the courts resources and the parties’ resources.

Sham and/or Nullity and/or Hoax

109. The document which purports to be the trust deed (5-5) suggests that the date of its creation was 16th July 2007. Its settlor is said to be Christofis. The Trustees are said to

be Proglobal Trustees Limited. The first recital asserts that “*The Settlor wishes to make this Settlement, by the Execution of this Deed of Trust, as to make certain provisions for the Beneficiaries as herein provided*”. The current Beneficiaries are said to be A, B and the Red Cross (plus any future child of the husband, of which there are none at present). The Protector is the husband, who has the power to veto the addition of any further beneficiaries.

110. In analysing the genuineness and validity of this document and this situation, it is important at this stage for me to remind myself of the words of Munby J (as he then was) in *A v A & St George Trustees* [2007] EWHC 99:-

“Even in the Family Division, a spouse who seeks to extend her claim for ancillary relief to assets which appear to be in the hands of someone other than her husband must identify, and by reference to established principle, some proper basis for doing so. The court cannot grant relief merely because the husband's arrangements appear to be artificial or even 'dodgy'.”

111. Further, the law must be the same in a family court as it is in a court of chancery: see, for example, Thorpe LJ in *Goldstone v Goldstone* [2011] EWCA Civ 39.

112. The law of sham is often said to be crystallised in the ‘canonical’ passage from the judgment of Diplock LJ in *Snook v. London & West Riding Investments Ltd* [1967] 2 QB 786, when he said:

*“As regards the contention of the plaintiff that the transactions between himself, Auto-Finance, Ltd. and the defendants were a "sham", it is, I think, necessary to consider what, if any, legal concept is involved in the use of this popular and pejorative word. I apprehend that, if it has any meaning in law, it means acts done or documents executed by the parties to the "sham" which are intended by them to give to third parties or to the court the appearance of creating between the parties legal rights and obligations different from the actual legal rights and obligations (if any) which the parties intend to create. One thing I think, however, is clear in legal principle, morality and the authorities (see *Yorkshire Railway Wagon Co. v. Maclure* ((1882) 21 Ch D 309); *Stoneleigh Finance, Ltd. v. Phillips* ([1965] 1 All ER 513, [1965] 2 QB 537), that for acts or documents to be a "sham", with whatever legal consequences follow from this, all the parties thereto must have a common intention that the acts or documents are not to create the legal rights and obligations which they give the appearance of creating.”*

113. Another helpful source of information as to what this means is to be found in the judgment of Birss J (as he then was) in *JSC Bank v Pugachev* [2017] EWHC 2426, which includes the following passage:-

“Despite the frequent references to a “sham trust”, there is not really any such thing.

What may or may not be a sham are the acts or documents which purport to set up the trust. The famous passage on sham in the judgment of Lord Diplock in Snook v London and West Riding Investments [1967] 2QB 786...The same point was made in New Zealand Official Assignee v Wilson [2008] 3 NZLR 45 at paragraphs 48/49: "The two situations (valid trust and sham trust) do not fall into combination. The finding that the purported trust is void as a sham does not amount to an invalidation of a trust. It is not the trust as such which is a sham. There is no trust to be a sham. It is the trust documentation that is the sham. To find that a document is a sham, the focus is on the intentions of the relevant parties. In Hitch v Stone [2001] STC 214 at paragraph 66 Arden LJ put it this way: "The test of intention is subjective. The parties must have intended to create different rights and obligations from those appearing from (say) the relevant document, and in addition they must have intended to give a false impression of those rights and obligations to third parties."

114. In the course of the trial Mr Pocock frequently used the words 'nullity' and 'hoax' to describe how he wished to categorise the situation, and the word nullity appears in the pleadings, although no authority was cited to confirm that there are in reality different categories of causes of action, one being sham and one being nullity. In the end I have taken the view that the use of these synonymical nouns does not really add anything to a proper legal analysis, other than perhaps colour and rhetorical flourish. What I am really analysing here is whether or not the allegation of sham is made out.

115. I first need to remind myself about the conclusions which I have reached about Christofis' position in all this. As I have said above, I have taken the view above that:-

- (i) Christofis had nothing whatever to do with the creation of the AB Trust. He never even saw the document. He did not sign or execute it. His signature on the document is a forgery.
- (ii) Christofis had nothing to do with the creation of a letter of wishes dated 8th August 2008. He never even saw the document, never mind signed it. His signature on the document is a forgery.
- (iii) Christofis did not make a gift of £3,000,000 or any other sum to the husband for the purposes of rebuilding the family home.
- (iv) Christofis had no knowledge of a number of companies in which he appears to have been named as a shareholder, including Satnam Trading Limited, AB Holdings Limited and Property Empire Limited.
- (v) Christofis retired in 2001 and had no equity from the business nor owned any factories or warehouses.

116. Since Christofis is the purported Settlor of the AB Trust these facts, in my view, go a significant way towards undermining the validity of the trust documentation and the

intentions of the participants. Christofis plainly had no intention that the document created the legal rights and obligations which it gave the appearance of creating because he knew nothing about it; but the case advanced by the wife goes much further than this.

117. In my view numerous other facts establish that, as well as the above, my conclusion is that neither the husband nor Proglobal Trustees Limited intended the document which purported to be trust deed to create the legal rights and obligations which its appearance gave of creating. Further, they were created to give a false impression.

118. There are many aspects about the creation of the ‘trust’ which Mr Pocock’s skilful cross-examination and analysis established as being false – laying a false trail to mislead. For example, the trust document could not possibly have been executed until 2011, notwithstanding that it bore the date of 16th July 2007, this being the date pleaded by the husband for its creation (almost certainly fixed because this was the date that Christofis’ tax residency could be credibly established – see 3-3468). Indeed, the idea for Christofis to become its settlor had not even been thought of until July 2011, as is apparent from the email from Anna Zafirova to the husband dated 22nd July 2011 (3-1591). This idea had nothing whatsoever to do with the fact that Christofis had assets he wanted to settle on his grandchildren (he didn’t have any such assets in 2007 or 2011 or ever), it was entirely driven by the fact that it could be argued for the husband’s benefit that Christofis’ tax residence was settled in Cyprus and therefore the tax advantages of a Cyprus-based settlor could be achieved. Christofis was never consulted about this or even knew about it. The meeting arranged to discuss this did not involve Christofis at all (3-3468). Earlier drafts had the husband as the settlor and not Christofis: see, for example, the draft Zapelou Trust (3-1470).

119. It is clear that all the wealth transferred into the trust structures came from the husband, whether it was transferred directly by him or via his nominees. For example, Christofis in relation to Satnam Trading Limited. For example, Property Empire Limited was plainly the husband’s asset (see 3-1183).

120. The husband had the benefit of a Power of Attorney over his father’s affairs (3-3982) which enabled him to control with complete confidence any business decision for a business he had placed in Christofis’ name as nominee. The evidence suggests that the husband also exercised control over all Christofis’ tax returns without serious reference to him, thus enabling him to be sure that he said, or had said on his behalf, all the right things to the tax authorities (see 3-1781 & 1791) to ensure that the tax treatment of the trust was not interfered with.

121. I listened carefully to the witnesses from Eurofast/Proglobal, in particular Mr Christodoulos Damianou (AKA Lakis), who was with Eurofast for all the relevant period and was the significant figure at the time the ‘trust’ was created. I am aware

that he is a professional but I am afraid that I share Mr Pocock's assessment of him as being a "*completely unconvincing*" witness, both in relation to when the trust document was executed and in relation to his assertions about Christofis being actively involved. The documentation we do have suggests the precise opposite and there are no attendance notes or emails or anything to confirm that Christofis was involved in the way suggested or at all. I am satisfied that Mr Damianou was not telling me the truth and that Proglobal were content to go along with the deception that the 'trust deed' represented. A particularly troubling aspects of Eurofast's involvement is the series of documents disclosed which seem to have been created by Zoe Kokoni (3-3341 et seq) and which Mr Pocock was able to establish must be fake documents created by Eurofast which bear the mysterious handwritten note "*Old Docs Wrongfully Prepared*", which none of the witnesses called was able to explain. What role these documents played in this process is very unclear, but they are each absolutely inconsistent with the proper reliability and validity of the 'trust deed' relied upon by the husband.

122. Any reliance on the 'letter of wishes' allegedly signed by Christofis on 8th August 2008 has the problem that not only does Christofis say that he never signed it (in his affidavit of 18th October 2023), but also it could not possibly have existed on 8th August 2008 because the name it uses, the AB Trust, was not thought up until at least September 2009 (3-1528). It must be a forgery (as Mr Damianou should have known – c.f. his statement at 2B-596 - he cannot have been telling me the truth about this document). A further difficulty is that this letter of wishes was produced by the husband and was not on the Eurofast file when disclosure finally took place. This raises further question marks about the evidence of Christodoulos Damianou (AKA Lakis) – it is extraordinary that a professional trustee in possession of a letter of wishes would have dispensed with it or lost it and I do not believe this happened.

123. Another significant document was disclosed late in the day – a service agreement between Cypress Trustees and the husband (3-3268) which meant that the only person who could give instructions to Cypress Trustees was the husband himself and they would "*at all times follow legitimate instructions*". In reality the professional trustees did exactly what the husband told them to do. There is a plethora of evidence to support the proposition that the 'trustees' just did what the husband told them to do and did not exercise anything which could amount to a trustee-like power.

124. This leads on to another area of disclosure demonstrating how little the husband, in reality, felt bound by the trust provisions in so far as they restricted his ability to do what he wanted with the 'trust' assets (in contrast to his position in these proceedings that any distribution of assets of the 'trust' would amount to a 'fraud on the power'. I am entirely satisfied that, although he has raised his fiduciary duties as a trustee by way of resistance both to meeting the wife's financial remedies claims and disclosure applications, these are not something he really sees as an impediment. The truth emerges from the exchange of messages in 2021. His accountant (Yogan Patel) said to the husband on 9th June 2021: "*I guess what we need to discuss in the near future (2022?) is how best you can extract large sums in a tax efficient manner*". At a

meeting which took place on 1st September 2021 the notes of the meeting record that the plan was to draw £15,000,000 to £20,000,000 from Hartsfield fairly soon, possibly linked with a move of home to Cyprus (2B-1179). Since the trust owned Hartsfield and the husband completely controlled Hartsfield these ideas really are not consistent with the position that these were all trust assets. If the divorce had not intervened, this might well have happened. It didn't happen, but the fact that this was being planned is illustrative of the reality that all the 'trust' money was the husband's money to do with what he wanted. The trust obligations might be useful to bring out and present to the HMRC to avoid UK Inheritance Tax if the husband died, but they did not stop the husband doing exactly what he wanted. In truth, this was how he had lived his life, and provided a very high standard of living for the family for many years. I remind myself of the husband's thoughts about buying a yacht through Hartsfield to enjoy "*the fruits of life after a career of hard work*" (2B-1237). In the same vein as this is the document signed in 2012 and presented to Handelsbanken in which the husband signed as true a document saying that he held £35,000,000 in investment properties (2A-1515), which assertion can only be justified if he is including the AB Trust assets. Both husband and wife signed this so the wife could reasonably have believed that the husband held these assets and could access them, whatever any 'trust' documentation might say.

125. Mr Pocock's opening note announced his ambition to establish the following facts:-

"Over the course of this hearing... W will demonstrate the following:-

- (i) The assets that "went into the Trust" were H's to begin with.*
- (ii) Those assets went into the Trust at H's direction.*
- (iii) The Trust structure to be presented to the world was decided upon by him, and set up by him to suit his (principally tax and asset protection) objectives.*
- (iv) The Trust manifestly did not – could not – exist in the terms it purported to exist. It was, and remains, a "hoax".*
- (v) The structure was intended to be, and was, entirely controlled by H from its apparent instigation.*
- (vi) The flow of benefit has been controlled by him, and to him (and through him to wherever he wished it to go), throughout the existence of the structure.*
- (vii) H's father, Christofis Michael (also known as Christofis Stavrou), the purported Settlor, has had nothing to do with the Trust (and certainly nothing of any substance).*
- (viii) The corporate trustees had the original idea that Christofis, not H, should be falsely presented as the settlor and have since been willing to lie to third parties to preserve the apparent integrity of the structure.*
- (ix) H has been willing to doctor documents, and invent them, to bolster his case in relation to the trust these proceedings."*

In my view, the wife has satisfactorily achieved these ambitions.

126. In my view the whole situation was false, designed to mislead and the 'trust' and its

documents were a sham and that this was known by Proglobal Trustees / Eurofast. There was no settlor. There was no trust. What happened was that the husband was investing his own assets into a structure for which the trust document was a cover story. In reality he was the true beneficial owner of the assets at all times.

127. There is a further twist in the argument advanced by the husband, which perhaps receives its clearest exposition in the written submissions of Mr Moeran. What happened was that in November 2021 a decision was taken by the husband to transfer the ownership of Hartfield into the joint names of the husband and the wife. The logic appears to have been that this would make the obtaining of loan finance more easy because the wife and the husband both lived in England. The wife went along with it and on 29th November 2021 signed the resolution to this effect (2B-1024), though she understood little or nothing of the significance of this act. She was not, however, provided with a copy of the ‘trust deed’ (though she was vaguely aware of its existence) and she did not sign it. She simply became a joint owner of Hartsfield. This did not change anything in practical terms because she was still not privy to any ‘trust affairs’, saw no books or accounts, was consulted about nothing and, when she did push for disclosure of information in the context of the divorce, it was vehemently resisted by Eurofast (it was only permitted when the husband asked for it, and at that stage it was readily permitted to him).

128. Mr Moeran suggests that this was a very significant event for the outcome of this case when he said this:-

“H has put it in his Points of Defence that W is estopped from denying the validity of the Trust, by reason of inter alia her acceptance of her appointment as trustee; see H’s Points of Defence para 62 [2B/ pg.106]. That may well be a good argument, but (with the very greatest of respect) it misses a more fundamental point – she is not just estopped, but irrespective of whether the Trust was a sham or based on a forgery prior to this, it became a valid and genuine trust upon her appointment. The reason is legally very clear: Since the Trust does not hold real property or pre-existing equitable interests, there was no need for a declaration of trust in writing. So when and whether the Trust deed was genuinely executed is irrelevant – it just needed the trustees to accept their appointment and hold property qua trustees. A sham trust requires both the settlor and the trustee(s) to have the intention to create a sham (i.e. “to give to third parties or to the court the appearance of creating between the parties legal rights and obligations different from the actual rights and obligations (if any) which the parties intend to create” to quote Snook v London and West Riding Investments Ltd [1967] 2 QB 786 at 802). If the settlor has the intention but the trustee does not, then the trustee takes and holds as a genuine trustee. NB: This is a facet of the points raised above about creation of a trust where the three certainties are met. Where a settlor ‘manifests an intention’ to settle property through their language, then even if they were secretly intending something else they are going to be bound by their actions, and the trustee will take the property to hold on the manifested terms of the trust. And if the original ‘trustees’ who were party to a sham transfer property to new trustees who are not party to the sham, then the new trustees will again take and hold as genuine trustees; see A v A [2007] 2 FLR 467 at

paragraphs 47 to 49, per Munby J.

“47. Mr Wagstaffe, who appeared before me on behalf of the interveners, and for whose lucid and compelling submissions in relation to sham I am particularly grateful, put the point quite neatly when he submitted that, even if the earlier trustee was party to a sham, a new trustee cannot become an unknowing party to the sham. Once the new trustee becomes legal owner of the trust property, provided he exercises his powers and fulfils his duties in accordance with the terms of the trust instrument, the trust cannot be regarded as a sham, no matter what may have passed before. I agree.

48. In fact the point seems to have risen, albeit somewhat obliquely, in Shalson and others v Russo and others (Mimran and another, Part 20 Claimants) [2003] EWHC 1637 (Ch) [2005] Ch 281 itself. It suffices to quote what Rimer J said at para [191]: “In the present case, the settlement was in fact executed simply by Cantrust. In particular, Mr Russo was not a party to it. It took effect by way of a resettlement by Cantrust of assets held by it under the prior trusts. In creating the new settlement, Cantrust was exercising powers it regarded itself as having under those trusts, and no pleaded challenge is raised either to the validity of those trusts (it is not suggested they were shams) or to the exercise of the power to resettle their assets. Given those circumstances ... I am unable to accept the proposition that the settlement created in March 1999 was a sham. If the only person executing the document which created the settlement intended it to be a genuine settlement — as Cantrust did — the acts or intentions of others cannot have made it a sham ... [W]hatever may have been the private intentions of the Russo family, if Cantrust intended the settlement to be a genuine one the settlement must have resulted in the resettled assets becoming held on the trusts that Cantrust regarded itself as creating and which, on the face of it, it did create.”

“It will be appreciated that the issue which Rimer J was there addressing is not on all fours with the issue with which I am currently concerned, but Rimer J's analysis and decision on the point, with which I agree, seem to me to be not merely consistent with the view to which I have come but indeed to be supportive of it.

“49. The corollary of all this can be stated very simply. Whatever the settlor or anyone else may have intended, and whatever may have happened since it was first created, a trust will not be a sham — in my judgment cannot as a matter of law be a sham — if either:

“i) the original trustee(s), or

“ii) the current trustee(s),

“were not, because they lacked the relevant knowledge and intention, party to the sham at the time of their appointment. In the first case, the trust will never have been a sham. In the second case, the trust, even if it was previously a sham, will have become a genuine — a valid and enforceable — trust as from the date of appointment of the current trustee(s).”

129. Mr Steadman in his closing submissions for the wife responded to this in the

following terms:-

“if the Court accepts W’s case that Proglobal held the shares in AB Holdings (and in turn Hartsfield UK) on trust for H absolutely, the starting point is that H and W continue to do so. If that starting point is to be departed from, there must be a justification for doing so, namely a common intention between H (as the beneficial owner and so in substance the transferor) and H and W (as the recipients) concerning the basis upon which the shares in AB Holdings should be held. That follows from the principles regarding the creation of express trusts referred to above. As far as there is evidence of this, it includes discussions between H, W and Yogan Patel exploring routes to extract funds from the settlement for H and W’s personal benefit. As with the transfer to Proglobal, however, the Trust Deed itself provides no such evidence. It was not presented to W as setting out the terms upon which she would hold the shares in AB Holdings as trustee. She did not sign the “restated” deed – Proglobal did – and the document by which she was purportedly appointed was a bland “resolution” which did not even outline the terms. W did not, as Hartsfield’s skeleton puts it in ¶10, accept her appointment as trustee of a trust governed by that Trust Deed.

Both H and Hartsfield wrongly seek to rely upon A v A [2002] 2 FLR 467 as establishing a general principle that a sham trust is “validated” by the appointment of a new trustee who does not share the shamming intention (and therefore that W’s case rests upon her own dishonesty). The true position is much more nuanced, as indeed is clear from A v A itself. Where a new bona fide trustee is appointed on the basis that they will hold on the terms set out in a sham document then this may result in the court holding the trustee to those terms: A v A at [45] postulates a trustee who “[intends] to perform his fiduciary duties conscientiously and strictly in accordance with what he believes to be a genuine trust deed” and at [46] who “accepts that he holds the property as trustee on the trusts of a document which he believes to be a genuine instrument”.

But that is not a freestanding principle. (In Board of the Pension Protection Fund v Dalriada Trustees Ltd [2020] EWHC 2960 (Ch) at [218], Trower J declined to make a declaration recognising such a general principle, saying: “While it may be the case that the principles discussed in A v A are applicable in some categories of new trustee appointment, they are not very easy to apply in isolation from the surrounding circumstances.”) Rather, it is an application of the principle that the court considers the common intentions of the settlor and trustee, objectively ascertained, and only goes behind the objective manifestation of such common intention in specific circumstances (such as where there is a sham).

Applying that principle, the transfer of assets to W cannot have had the effect of requiring H and W to hold the shares in AB Holdings on the terms of the Trust Deed —she did not accept her appointment on that basis. Rather, it is plain from the contemporaneous documentary evidence that she understood – not least because H and his advisors were telling her so – that the whole family could benefit from the assets, and in particular that either H, W, or both of them could become tax exiles and draw down millions from the structure. In other words, she accepted appointment as trustee of a trust, but not of the trust which H says was established by

the Trust Deed.

Indeed, the contrary conclusion would be perverse. It would require the Court to accept the proposition that an innocent W could – by virtue of her own innocence – be deprived of her sharing claim to the assets held within the structure, simply by H procuring that she be appointed trustee. In those circumstances, W cannot be “estopped” – as H claims – from calling the (“restated”) Trust Deed into question. It would not be unconscionable for her to do so—quite the opposite. Indeed, insofar as an estoppel might arise from the appointment of an ‘innocent’ trustee to a sham structure, it prevents the shammer from resiling from the document, rather than to saddle the innocent trustee with terms the shammer never intended.”

130. In my view these arguments by Mr Steadman properly and fully deal with Mr Moeran’s argument and I agree with and adopt what Mr Steadman has said. It is clear to me that the vague understanding of the trust which the wife had in November 2021 (crucially) did not extend to the knowledge that neither she nor the husband could benefit from it. Indeed, absolutely to the contrary, she was led along this path with the promise, expressly discussed with her by the husband and his accountant, specifically on 1st September 2021 but not just limited to that date, that the plan was to draw a sum of £15,000,000 to £20,000,000 from Hartsfield, fairly soon, to allow the husband and the wife to live, possibly in Cyprus, no doubt in fine style (2B-1179). It is clear from the notes taken at the meeting by the wife herself that she believed that this distribution would be for her and the husband, or possibly just to the husband from which she would benefit as his wife, and definitely not to their children. She was definitely not signing up to the terms of the ‘trust deed’ itself (which was not presented to her for her to consider and the details of which she was ignorant) and she was not the T2 of Munby J’s paragraph 45 in *A v A* [2007] EWHC 99 who took up her appointment “*intending to perform her fiduciary duties conscientiously and strictly in accordance with what she believed was a genuine trust deed*”. Indeed, a conclusion that she was would indeed be perverse in circumstances where her intention, albeit in reliance on misrepresentations made by the husband, was to distribute trust assets to the husband who was not a beneficiary. This led to her being prepared to go along with the ‘trusts’ being ignored or, at least, being recklessly indifferent to the terms of the deed: see Munby J in *A v A* (*supra*) at paragraph 52 agreeing with *Midland Bank v Wyatt* [1995] 1 FLR 696.

131. I agree with Mr Steadman that it would be unconscionable for her to be held to the fiduciary duties of a document she wasn’t shown, especially when she was told to expect the opposite. I have therefore found the alleged trust in this case to be a sham. My conclusion is that Proglobal Trustees Limited and then the husband and wife held the ‘trust’ assets, including Hartsfield for the husband.

132. A further twist was that in May 2024 the husband purported to terminate the wife’s ‘trusteeship’ by relying on clause 5(b) of the trust deed, without seeking the wife’s consent to this step or, for example, seeking the approval of the court. I have not been told what formalities he executed in purporting to achieve this. It may be that not very much turns on this, since it only relates to the legal ownership rather

than the beneficial ownership of an asset; but in my view the husband had no power or authority to do what he purported to do. A joint owner of assets cannot it seems to me, unilaterally, terminate the other's legal ownership. In so far as clause 5(b) of the 'trust deed' has any application here at all I do not accept that this clause gave the power unilaterally to execute this plan either. In my view, the proper position is that the husband and wife remain joint legal owners of the assets. This may become significant in the next stage of this case.

133. In the circumstances of these findings it is not necessary for me to go on to consider the other legal issues put forward in relation to the AB Trust and I do not propose to do so.

Asset Schedule

134. In all the circumstances I propose to include the indicative figure for the 'AB Trust' assets into my asset schedule.

135. Thus, having reached the above conclusions, and utilising the indicative figures referred to above, the asset schedule in this case is as follows:-

REALISABLE ASSETS/DEBTS

Joint

The family home ¹	2,278,805
STMA Developments Limited	0
TOTAL	2278805

Wife

16C, Eversley Park Road, London N21 ²	149,849
72, La Rose Lane, London N15 ³	309,563
97b, Falkland Road, London N8 ⁴	173,581
Bank accounts in sole name	3,306
Premium Bonds	60
Crypto trading account	971
Amex credit card debt	-2
Next pay card debt	-23
MBNA credit card debt	-2,023
British Airways Amex credit card	-3,972
Outstanding Legal Costs ⁵	-1,512,053
56% shareholding in Kairos	737,360
Monies owed to Kairos	-67,426
Monies owed by 4 th and 5 th Respondents (re Astute)	46,000
TOTAL	-164809

Husband

31, Townshend Avenue, London N14	0
33, The Avenue, London EN6	0
Bank accounts in sole name	23,570
Shares in Michael Brothers Limited	7,500,000
Rights in 'AB Trust' assets	38,000,000
Potential Tax Liability arising from court's findings	-15,000,000
Money owed by Michael Nsier	1,008,000
Money owed to Philip Philipou	-130,000
Coutts credit card debt	-2,107
Outstanding Legal Costs ⁶	-831,639
TOTAL	30567824

OTHER SECTION 25 FACTORS AND CONCLUSIONS

¹ This figure represents the agreed value of £6,000,000 less the Handelsbanken mortgage with an outstanding balance of £3,500,000 plus mortgage arrears of £41,195 less sale costs = £2,278,805.

² This figure represents the agreed value of £400,000 less the mortgage of £174,291 less CGT of £63,770 less sale costs = £149,849.

³ This figure represents the agreed value of £628,000 less the mortgage of £175,335 less CGT of £124,183 less sale costs = £309,563.

⁴ This figure represents the agreed value of £412,000 less the mortgage of £128,506 less CGT of £97,463 less sale costs = £173,581.

⁵ This figure is based on a total of incurred fees of £2,054,545 less a total of fees paid of £542,492 = £1,512,053

⁶ This figure is based on a total of incurred fees of £1,884,486 less a total of fees paid of £1,052,847 = £831,639

136. As I have said above, some of the figures, including the two largest figures, are only indicative at this stage and it is now necessary to complete the valuation exercise, in particular requiring Mr Pearson to complete his work, before we can properly move on to the distribution phase of my task. We will also need to have more detailed advice on the tax consequences of my findings – the SJE Mr Sladen will, I assume, be invited to firm up his conclusions.

137. I want to say at this stage, however, that it is unlikely that needs issues will be to the fore in any analysis. This seems to me to be very likely a case where the sharing principle will dominate. All of the assets have built up over the course of a long marriage and it seems to me unlikely that any of them will be non-matrimonial property. The guiding principle at the distribution stage is likely to be the sentiment expressed by Mostyn J in *JL v SL* [2015] EWHC 360:-

“Matrimonial property is the property which the parties have built up by their joint (but inevitably different) efforts during the span of their partnership. It should be divided equally. This principle is reflected in statutory systems in other jurisdictions. It resonates with moral and philosophical values. It promotes equality and banishes discrimination.”

138. I shall hear arguments on costs in due course, but my provisional view is that the wife’s costs of the hearing before me, and a good deal of the prior costs, should be met by the husband, most likely from his half share of the assets. My provisional view is that his conduct has been such as to allow the court to move away from the no order for costs principle under FPR 2010, Part 28.

139. This is my decision. I regard my act of sending this judgment out by email as the handing down of the judgment and the appeal period will begin from this date, 12th August 2024. In view of the complexity of the case and the fact that we are in the long vacation period I am minded to increase the normal appeal period from 21 days to 42 days, so this will run until 23rd September 2024. I am prepared to receive an application for permission to appeal by email and will most likely deal with by email communication.

140. Plainly we will need to convene again in some form. I am hopeful that a way will be found to allow all the parties apart from the husband and the wife to drop out of the case at this stage, and dis-joinder orders are likely to be appropriate. Maybe the further directions can be agreed to avoid a directions hearing, but I fear that is unlikely, in which case I would like to receive dates of availability for a directions hearing which I hope will be late September or October 2024.

141. I am minded to publish this judgment on TNA / BAILII, but would like to

hear the views of the parties on the principle of publication and on the principle of anonymisation. My present provisional thinking is that the principles which appear in cases such as *Lykiardopulo v Lykiardopulo* [2010] EWCA Civ 1315 probably point to publication without anonymisation in view of the findings I have made about conduct, but I am prepared to hear further submissions on this by email if necessary.

HHJ Edward Hess
Royal Courts of Justice
12th August 2024