IN THE COUNTY COURT AT CENTRAL LONDON Case No:3CL1022132

IN THE MATTER OF THE ESTATE OF IAN JAMES WOOLDRIDGE (DECEASED)

AND IN THE MATTER OF THE INHERITANCE (PROVISION FOR FAMILY AND DEPENDANTS) ACT 1975

BETWEEN:

THANDI STRATFORD WOOLDRIDGE

 Claimant

and

1. GRAHAM JOHN WOOLDRIDGE
2. JULIE ANN ELIZABETH WOOLDRIDGE
3. CHARLOTTE CECILIA WOOLDRIDGE
4. CHARLES JAMES WOOLDRIDGE
5. RHETT ARTEMAS WOOLDRIDGE (A CHILD, BY HIS LITIGATION FRIEND

SUZANNE MARRIOTT)

 Defendants

JUDGMENT

**Her Honour Judge Karen Walden-Smith:**

**Introduction**

1. This is a claim brought pursuant to the provisions of the Inheritance (Provision for Family and Dependants) Act 1975 (“the 1975 Act”) by the deceased’s wife, Thandi Stratford Wooldridge (“Thandi”). She brought this claim on 20 August 2012. She contends that the deceased’s Will fails to make reasonable financial provision for her. Her claim is challenged by both her step-son and her son, through his litigation friend.
2. For ease I am identifying the parties by their first names in the course of this judgment. This was the course taken at trial by all the parties. No disrespect is meant by not using formal titles.

**The Factual Background**

1. The deceased, Ian James Wooldridge (“Ian”) was born on 24 November 1957. He died in a helicopter accident on 23 October 2010, aged 52, on his way back from a shooting trip. He left two children, Charles James Wooldridge (“Charlie”) (aged 22 at the date of his father’s death) and Rhett Artemas Wooldridge (“Rhett”), the son of Thandi and Ian, (aged 6 at the date of his father’s death).
2. The Claimant, Thandi, was born on 30 September 1965. She is now aged 50. Ian and Thandi met on 8 July 1995. They started cohabiting shortly thereafter, became engaged on 19 July 1997, and married on 31 July 1999. They were married for 11 years, and had been together for 15 years, by the time of Ian’s death.
3. Ian’s son, Charlie, was born on 3 October 1988. His girlfriend is pregnant and he is due to become a father towards the end of April 2016. His mother is Julie Fereday. Charlie is the Fourth Defendant to this claim.
4. Thandi and Ian’s son, Rhett, was born on 4 July 2004. His litigation friend for the purposes of this claim is Suzanne Marriott, a partner in Charles Russell Speechlys. Rhett is the Fifth Defendant to this claim.
5. The First and Second Defendants, Graham and Julie, are Ian’s brother and sister. The Third Defendant, Charlotte, is Ian’s half-sister who lives in South Africa. She has not taken any active role in this litigation. By an order made on 15 January 2015 (drawn on 28 January 2015) I authorised the First, Second and Third Defendants in their capacity as executors to take no active part in the litigation save for disclosure, inspection and cost budgeting.
6. Graham and Julie sought and obtained a grant of probate of Ian’s last will dated 21 October 2005 (“the Will”) on 22 February 2012 with power reserved to the Third Defendant.
7. The parties dispute the true value of the estate and the proportion of that estate that already passes to Thandi. In essence, the Defendants contend that the Will makes suitable financial provision and the estate is not of such a size that it can realistically sustain the spending that Thandi contends for. She is, it is said on behalf of Charlie, simply too wealthy to require further provision from this estate. Thandi’s position is that she has not been left with enough. She contends that the relief she seeks is no more, and indeed is less extensive, than the provision which Ian intended should be made for her and she says that he had told her that she would have the house, Glanfield Manor, rent free together with “a couple of million” on top.
8. While this is a large estate and Mr Wilson, on behalf of Thandi, refers to it being as large as any estate in reported Inheritance Act cases (*Re Myers* [2005] WTLR 851 had a net estate valued at £8,356,400) it cannot objectively be said to be a vast estate and the monies available are not seemingly limitless, as they may be in some high-value family money cases or in some commercial litigation.

**The Businesses**

1. Ian Wooldridge was a successful businessman in the construction industry. He established the Wooldridge Group with his brother Graham, the First Defendant, in 1978. The Wooldridge Group is engaged in groundwork contracting, plant hire, bulk earth movement, demolition, property development and construction.

1. The Wooldridge Group comprises a holding company, known as Panther (1919) Limited (“Panther”) which has a number of subsidiaries. Ian had a one-third interest in Panther. Graham also holds a one-third interest and the final third interest is held by Harcourt Developments Limited (“Harcourt”), which invested in Panther in 2008. I was not presented with any evidence to suggest that any other party has been interested in purchasing any part of Panther. Thandi expressly states that she does not seek to disturb the provision made in Ian’s will to the effect that his share in Panther should pass to Rhett and Charlie. The value of Panther does not, therefore, come into the equation other than to have an idea of what Rhett and Charlie will inherit.
2. According to the evidence contained in Thandi’s fourth statement, Harcourt acquired 33% of the share capital with the aim that the parties would be able to work together to develop properties “on hundreds of sites”. She also referred to the construction arm of the Wooldridge Group being involved in several high-profile projects, including an exclusive 5-star hotel in Chelsea Harbour, prior to Ian’s death.
3. Accounts for Panther are audited. It was subject to an HMRC investigation after the death of Ian which resulted in a further tax liability of £315,248.This did not lead to any investigation of the affairs of Ian or his partnership with his brother Graham. For reasons I will turn to in due course, the evidence in this case did give me considerable concern that there may have been some form of tax evasion or other improper conduct which enabled Ian and Thandi to lead the extravagant lifestyle Thandi suggests they were leading. Upon consideration of all the evidence before me I am not satisfied that there is sufficient evidence for me to make any findings of illegal or improper behaviour on the part of Ian.
4. The accounts for the year ended 31 January 2014 show a turnover of £23,389,387 for Panther but a profit before tax of £82,372 (with a loss of £65,357 the previous year).The accounts for the year ended 31 January 2015 show a turnover for the group of £31,349,422 and a profit before tax of £1,045,952. The comments provide that *“The directors are pleased with the results for the year and consider them to be impressive in a highly competitive market.”* Earlier accounts, up to the death of Ian, show that Panther was not always profitable. In the year ended 31 January 2008, there were after tax profits of £267,313, in the year ended 31 January 2009 there was a loss of £485,681; in the year ended 31 January 2010 there was a loss of £1,772,833, despite a group turnover in excess of £33m. In the year ended 31 January 2011, the year in which Ian died, there was a profit of £869,548. Despite Thandi’s contentions to the contrary, Ian was not the “keyman” in the business and the business has prospered after the sudden death of Ian.
5. It can be seen from these figures that, while Panther and the Wooldridge Group had years in which it was profitable, and sometimes highly profitable, there were years in which there were substantial losses. There was not any certainty with respect to how profitable or otherwise the business was going to be. This is not an unusual tale in the construction industry. Despite Thandi’s contentions to the contrary it does not appear that, subsequent to the death of Ian, his loss has had a marked detrimental effect on the company’s profitability.
6. In addition to the company, Graham and Ian also set up a partnership in 1994 which was known as the Twelve Oaks Partnership (“Twelve Oaks”). Graham and Ian each owned a half-share. Twelve Oaks provides facilities for polo at the 140-acre Twelve Oaks Estate in Windlesham, Surrey renting out stables to clients. Charlie, Graham and Julie all live on the estate. Charlie lives in a one-bedroomed flat on the estate with his girlfriend. The partnership and its assets is directly under attack from Thandi. She does not accept that there is anything to support Twelve Oaks being a valuable entity for Rhett in the future and that it should also form part of Rhett’s inheritance. She says that he has not benefited so far from the partnership and there is nothing to support him so benefiting in the future. She contends that she is in a better position to invest any monies for the benefit of Rhett and that there is therefore no harm in selling off the assets of the partnership at this time in order to benefit Rhett immediately and for future funds.
7. The fundamental difficulty with this argument is that Thandi is not simply saying that the partnership should be dissolved and the assets sold in order that the monies realised can be reinvested for Rhett. What she is contending is that she needs further monies in order to fund her current lifestyle, which includes benefitting Rhett in that, for example, he too can go on extravagant and frequent holidays, and so that she can invest monies for him. She says there is little to support the contention that the partnership will be something of value in which Rhett can become involved in due course. What she would like to do is spend the money now, together with holding some monies for Rhett for the future.
8. The latest accounts for the year ended 31 March 2010 provide that the profit for the partnership for the year was £4,092. The main assets of the partnership are properties which were valued as at the date of Ian’s death as being worth, in total, £4,959.100. These are the properties at 1 Rowan Close, Camberley, Surrey GU15 4DD; Flats 3 and 6 Sand Martins Court, Finchampstead Road, Finchampstead RG40 3JY; Flat 8, 18 Ludlow Row, Maidenhead SL6 2RH; Land at New Road, Windlesham, Surrey GU20 6BJ; and Oak Wood being land at Woodlands Lane, Windlesham GU20. The next substantial asset in the accounts is plant and machinery, but that is merely a book value slightly in excess of £200,000.
9. With respect to the partnership it is contested on behalf of Thandi that the partnership automatically came to an end on the death of Ian. As a matter of fact it appears that Charlie has stepped into the shoes of his father and the partnership has continued. This point has not been argued fully by the representatives of the Defendants, albeit that Counsel for Rhett ran an ingenious argument that there was an agreement between Graham and Ian that the partnership continued by reason of the wording of the Will (Charlie would take his interest when he was 30) and that will was signed by Graham as one of the witnesses. That is a difficult argument to run. It seems to me that if the original partnership had come to an end upon the death of Ian, a new partnership has arisen between Graham and Charlie which trades the same and carries on the same business with the same properties. This may be a point that the parties would need to argue further but, as matters stand, I do not consider it determinative of the issue before me – namely whether Thandi has a valid 1975 Inheritance Act claim.
10. One of the issues that had been in dispute between the parties, but which had been dealt with as a preliminary point, was how the loan from Handelsbanken was to be treated. My understanding is that it had been agreed that it was a loan to the partnership and therefore did not impact upon the directors’ loan account of Panther. There was some argument between the parties with respect to the treatment of the Handelsbanken Loan, the representatives for Charlie contending that Grant Thornton had concluded that if the partnership had loaned monies to the company then the loan would form part of the partnership capital rather than a partnership liability. The representatives for Thandi set out that the matter had already been resolved and that, in any event, the Grant Thornton conclusions were heavily caveated and had clearly been reached upon the analysis presented to Grant Thornton rather than by reason of their independent analysis. Again, it does not seem to me that it is a matter that is, or ought to be, determinative of my findings in this case.

**Glanfield Manor**

1. Thandi lives on the Twelve Oaks Estate, at what had been the matrimonial home: Glanfield Manor. Rhett lives at Glanfield Manor with his mother. Glanfield Manor is considered as a separate plot to the remainder of the Twelve Oaks Estate and, it is said by Thandi, was built as a joint project between herself and Ian on the spot at which they had first met. Glanfield Manner was left to Thandi under the terms of the Will, and was transferred to her mortgage free by a TR1 dated 4 December 2012. The mortgage indebtedness was repaid by using part of Ian’s personal insurance policies (referred to below). Thandi feels aggrieved with respect to this as she says that a significant proportion of the monies charged over Glanfield Manor were to secure capital injections to Panther and that they were therefore business debts.
2. Glanfield Manor was given a valuation of £2.1m (for the purposes of the IHT400) at the date of Ian’s death. It is now worth £4 - 4.25m, there having been a recent valuation on 26 August 2015.Thandi contends that had she not been left Glanfield Manor she would have been entitled to a 50% share on any claim for an interest in the property.

**Thandi’s Work**

1. Thandi had, as she accepts, been extremely successful as a business woman in the advertising industry. She stopped working in the advertising industry in about 2008 when Rhett was about 4 years old. She had been involved in sales and sold her company, Cal Brown Advertising Limited, for a substantial sum. She recovered in the region of £1m. from that sale.

1. It does not appear from the evidence given that Thandi stopped working either as a result of her marriage or the birth of her son. She contends that she is now unable to return to work both because she has been out of work for a considerable period of time but also because she carries out school runs and supervises homework.
2. In my judgment her skills in the outside advertising industry, particularly in sales and marketing, are not going to have been lost simply because the industry has moved on in the type of medium used – large screens with moving images rather than the static or revolving boards of the past. Further, her skills are transferable not only within the advertising industry, but also in other industries or businesses. Thandi established how effective she was as a businesswoman by the way in which she was involved in and supported Ian in his businesses.
3. As far as Thandi’s caring responsibilities at home are concerned it is not clear to me as to whether she has help (certainly there is reference by her to nannies in the past as they had the benefit of their own car) but if not, she is not prevented from some work. Further, the need to care for Rhett outside school will reduce as he grows older – particularly as it is Thandi’s intention that he will attend a boarding school when he leaves his current preparatory school in the next year or so.
4. One indication of the success of Thandi’s own career is that she had lent to Ian, in his capacity of being a Director of Panther, a substantial six-figure sum. Those monies appear to have been generated from the sale of Cal Brown Advertising Limited. Thandi gave evidence that she had additionally made a number of other loans to Ian.
5. Thandi agreed with the executors that Ian owed her the total of £826,686 (including interest) prior to his death. The balance of that sum, £556,931.75, was paid to Thandi in accordance with a court order I made on 1 May 2014.

**Lifestyle**

1. Thandi’s evidence is that she and Ian led an extremely extravagant lifestyle together. She acknowledges that the current expenditure she contends for (£372,097 per annum as per her fourth statement – having risen from the £244,305 she referred to in her witness statement dated 19 July 2013) is substantial “and well above the expenditure of a typical household”. In fact, the expenditure she refers to is more than 14 times the average gross income of an individual (£26,500) and nearly 10 times the average income for a British family with two adults working (£40,000).
2. The fact that her alleged expenditure was so far in excess of that which most people have as an income is of no direct relevance to her claim under the 1975 Act.
3. What is important is to determine whether she did in fact enjoy the lifestyle she refers to in order to be able to decide whether the Will does make reasonable financial provision for Thandi.
4. In her evidence, Thandi talks about annual holidays to Portofino, bi-annual trips to Barbados (at a cost of £1500 to £2500 per night), skiing trips and weekend trips to “top hotels in European cities” and that, while away, Ian would buy her clothes from designer boutiques and items of high-value jewellery. I will deal with Thandi’s “needs” in further detail below, but it can be noted as a general point that Thandi does not simply contend that they were leading the “good life” in terms of socialising, holidays and material goods. Thandi’s evidence was that she and her husband were living the life of the “super-rich”. That evidence does not accord with the evidence of Ian’s declared income (including the £90,000 in cash that Charlie gave evidence Ian had declared to HMRC), or the profitability of the businesses.
5. I will deal with that apparent disparity between the lifestyle Thandi says she was enjoying, and the funding of that lifestyle, when considering whether the Will makes reasonable financial provision for Thandi. It is Thandi’s contention that the Will failed to provide for her in the way in which Ian intended, both in terms of assets and quantum.

**The Will**

1. The Will was executed on 21 October 2005. Despite Ian’s obvious financial ability to obtain professional advice, the Will is home-made without the assistance of lawyers. It has, by reason of its wording, caused a number of issues over its construction. A number of these issues have been resolved with the assistance of independent Counsel appointed by the parties for that purpose.
2. Other preliminary issues identified by the court in the order made on 15 January 2015, including the issue of the Handelsbanken loan, have been resolved between the parties without the need for a preliminary trial. The agreement with respect to these matters is set out in the consent order dated 27 April 2015.In particular Ian’s insurance policies which are agreed to be personal are the Aviva policies 731935EJ and 7721622EJ, a Legal & General policy 010369999-7, and a Zurich policy no 4565382-DBS. The total value of these policies is £1,612,198.11 of which £894,682 was used to discharge mortgage indebtedness charged against Glanfield Manor leaving £717,516.11 to Thandi. The policies agreed to be business life policies for the purpose of discharging company debts are the Aviva policies 749327ED and 7479325EB. The consent order further provides that the Handelsbanken loan is not a personal liability of the estate but is a debt of Twelve Oaks Partnership and that the estate does not owe any money to the Partnership.
3. Without descending into the particulars of each provision of the Will, the broad scheme of the Will provided that the insurance policies were divided between those which were personal and those which were business policies. The former matrimonial home at Glanfield Manor was to go to Thandi mortgage free (as it has) to provide a home for Thandi and Rhett while he lives at home. Charlie and Rhett were given Ian’s interest in Panther and in Twelve Oakes in equal shares. Ian’s 33% interest in Panther was given a probate value of £150,012 and the 50% interest in Twelve Oaks was given a probate value of £1,857,344. Rhett does not obtain an immediate income from his interest in Panther and Twelve Oaks. It is Thandi’s case that she wants to protect Rhett’s financial position and that she intends to do so through these proceedings. She contends that she had not seen anything which satisfies her that Rhett is protected for the future. Thandi says she has reservations about the way matters are being handled for Rhett. Thandi contends that contrary to the stance taken by Rhett’s litigation friend she is looking after Rhett’s best interests and she says that Twelve Oaks “could be worthless by the time Rhett is 18”.
4. It is contended on behalf of Charlie and Rhett that it is their respective interests in both Panther and Twelve Oaks that are under threat from Thandi’s claim for further provision. As set out above, Thandi states that she does have any intention of interfering with either Charlie or Rhett’s interest in Panther.
5. Rhett also inherits a property known as 77 Chertsey Road, which was given a value of £139,434 after deduction of a pre-existing mortgage. That property is currently rented out and is therefore making a rental income. As I understand the situation, the rental income is being held in an account for the future benefit of Rhett and is not being used to assist in his ongoing needs.
6. The provision in Ian’s Will that Thandi was to be provided a salary payment of £75,000 per annum until her death, payable by Panther, was determined by independent counsel to be unenforceable as he could not direct the company to pay out a salary. The £75,000 per annum equates to a capital sum of approximately £1,760,000. Thandi is particularly aggrieved that she is not receiving that sum. She accepts it is one of the major things that concerns her. She considers that the estate has a “moral obligation” to pay her that money.
7. The Will further provides that personal pensions worth in the region of £85,000 were to be used for the purpose of funding Rhett’s education up to the age of 18, and thereafter to Thandi. It is accepted that this sum will be used in its entirety for the education of Rhett and that it is quite likely that more than this figure will be needed to fund his education – both with respect to school fees but also with respect to various other activities such as music, sport and polo.

1. The fatal accident claim that was brought in Northern Ireland by Thandi, Charlie and on Rhett’s behalf has resulted in a lump sum payment to support Rhett in place of the financial support that he had been given by his father. That sum of £200,000 has currently been “ring-fenced” by Thandi who contends that the sum should be maintained until Rhett is 18, despite the fact that the award in the fatal accident claim was to compensate for Rhett’s financial dependency upon his father.
2. There are a number of smaller legacies which I will not refer to.

**Fatal Accidents Claim**

1. As mentioned above, Thandi issued proceedings in Northern Ireland on behalf of herself and Rhett under the Fatal Accidents (Northern Ireland) Order 1977. Charlie later joined the proceedings as a co-plaintiff. The claim was settled on terms that Thandi received £1.985m for herself, Rhett received £200,000, and Charlie received £315,000. As I have stated above, Rhett’s money is being held on his behalf at this time despite the fact that it was awarded for the purpose of supporting Rhett to compensate him for the loss of the financial support of his father.
2. The figures awarded in that fatal accidents claim were calculated on the basis that this was the level of dependency to be satisfied. Thandi contends that while there were substantial damages awarded, the figures were not as substantial as she had hoped for.
3. A report was compiled on behalf of Thandi and Rhett by Tony Nicholl of Goldblatt McGuigan for the purpose of establishing the financial dependency of Thandi and Rhett upon Ian. Mr Nicholl was unable, by reason of the lack of quality of information, to reconcile Ian’s income with his lifestyle – the total income ranging from £233,346.84 in 2006 to £83,411.00 in 2010. He considered three potential sources for the “significant gap” between the declared net earnings and his lifestyle expenditure: accumulated wealth; putting money through the company and the partnership; undeclared income. These were all undermined by James Stanbury of RGL Forensics acting on behalf of the Defendant to the fatal accident claim. Mr Stanbury undermined the claims of both Charlie and Thandi for loss of dependency on the grounds that the average declared income of Ian was £97,624 per annum, and of a total annual spend of £378,940, sourced from the accumulation of actual and estimated expenditure, only £108,033 was supported by documents. What the evidence in the fatal accident claim shows clearly is that the claimed expenditure is far in excess of what can be established and what could be paid for on the basis of the actual income.

**The Legal Framework**

47. Pursuant to the provisions of section 1(2)(a) of the 1975 Act “reasonable financial provision” is to be assessed by reference to: *“ … such financial provision it would be reasonable in all the circumstances of the case for a husband or wife to receive, whether or not that provision is required for his or her maintenance …”*

48. The court is to undertake a two-stage process, considering section 3 factors for both stages, for the purpose of assessing claims brought pursuant to the 1975 Act:

(1) whether or not, looked at objectively, the disposition of the estate as effected by the Will is such as to make reasonable financial provision for the Claimant having regard to the factors set out in section 3 of the 1975 Act; and

(2) if it does not make reasonable financial provision, then the court considers which, if any, orders it should make in favour of the Claimant pursuant to section 2 – again having regard to the section 3 factors: see *Ilott v Mitson & Ors* [2011] WTLR 779 referring to Oliver J in *Re Coventry (dec’d)* [1984] 1 Ch 461:

*“So these matters [the statutory criteria] have to be considered at two stages – first in determining the reasonableness of such provision (if any) as has been made by the deceased for the plaintiff’s maintenance and, secondly, in determining the extent to which the court should exercise its powers under the Act if, but only if, it is satisfied that reasonable provision for the plaintiff’s maintenance has not been made.”*

If the answer to the first question is yes, namely that the Will did make reasonable financial provision for the Claimant having regard to the section 3 factors, then the claim will fail.

1. Thandi made clear in her evidence that she feels that Ian had intended that she should receive more than she in fact received from the estate. She relies upon the fact that the Will, as drafted, provided that Thandi was to receive a salary from Panther *“for the rest of her life and index linked for a non-executive role. The salary will be £75,000 (seventy five Thousand) on my death and index linked thereafter.”* While, as was determined by independent counsel, this gift fails as there was no power for Ian to direct Panther, as an independent company, how to act, Thandi contends that it is very good evidence of Ian’s intentions. She also relies upon the evidence of Philip Lucas who was advising Ian that he needed to make much greater provision by way of life assurance policies, which is consistent with what she said Ian told her: namely that she would get Glanfield Manor and a few million on top.
2. It may well be the case that Ian intended to leave Thandi more than he in fact did. Certainly, while he set up some life assurance he did not provide as much as Philip Lucas was advising him to do. However, Thandi’s submission to the effect that Ian intended her to receive more than she did (which is not accepted by either her son or step-son) is irrelevant to the determination the court has to make under a 1975 Act claim. I have to determine whether, objectively, the Will made reasonable provision for Thandi.
3. Section 3(1) of the 1975 Act sets out the factors that the court is to take into account when considering both stages as set out above:

*“(a) the financial resources and financial needs of the applicant has or is likely to have in the foreseeable future;*

 *(b) the financial resources and financial needs which any other applicant for an**order under section 2 of this Act has or is likely to have in the foreseeable future;*

*(c) the financial resources and financial needs which any beneficiary of the estate of the deceased has or is likely to have in the foreseeable future;*

*(d) any obligations and responsibilities which the deceased had towards any applicant for an order the said section 2 or towards any beneficiary of the estate of the deceased;*

*(e) the size and nature of the net estate of the deceased;*

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

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

1. While there is no limit to the relevant matters to be taken into account under section 3 (s3(1)(g)), the matters that are centrally relevant to this case are:

(1) the financial resources and needs of Thandi both now and in the foreseeable future;

(2) the financial resources and needs of the beneficiaries of the estate both now and in the foreseeable future;

(3) any obligations and responsibilities which Ian had towards any beneficiary of the estate;

(4) the size and nature of Ian’s net estate.

1. As this is a claim by a surviving spouse, there are special factors which apply pursuant to the provisions of section 3(2):

(1) the age of the applicant and the duration of the marriage (or civil partnership);

(2) the contribution made by the applicant to the welfare of the family of the deceased, including any contribution made by looking after the home or caring for the family;

(3) the provision which the claimant might reasonably have expected to receive if on the day on which the deceased died the marriage had been terminated, not by death, but by decree of divorce (“the deemed divorce check”).

1. The deemed divorce check is a cross-check to be taken into account pursuant to section 3 of the 1975 Act and is of variable weight depending upon the facts of the particular case. The principles behind the deemed divorce check were considered in the decision of Briggs J, as he then was, in *Lilleyman v Lilleyman* [2013] Ch 225. He held as follows:

*“…I would tentatively summarise the divorce principles relevant to the present case as follows. First, the fundamental principle which illuminates all the detail is that a marriage is now recognised to be an essentially equal partnership. In consequence, the division of the available property upon breakdown of the marriage must be conducted upon the basis of fairness and non-discrimination, arising from the basic concept of equality permeating a marriage as is now understood. But equality of treatment does not necessarily lead to equality of outcome.*

*“[47] That basic concept gives rise to three requirements, which may be summarised as financial needs, compensation and sharing. Meeting each of the divorcing parties’ frequently different financial needs is the first call upon the available property, and frequently exhausts it. Compensation addresses prospective economic disparity between the parties arising from the way they conducted their marriage and usually, but not invariably, compensates the wife rather than the husband. Sharing is applied when there is property still available after the first two requirements have been satisfied, and in principle extends to all the parties’ property but, to the extent that the property is “non-matrimonial”, there is likely to be better reason to depart from it. The concept is particularly applicable to what is sometimes described as the “fruits of the partnership” in relation to which the yardstick of equality is applied as an aid, but not as a rule. It will be apparent that I have derived the above summary of the essential principles from an attempt to assimilate the speeches of Lord Nicholls of Birkenhead and Baroness Hale of Richmond in* Miller v Miller *[2006] 2 AC 618, in which they summarise the effect of the change in thinking brought about by* White v White*, and also from* Charman v Charman (No 4) *[2007] 1 FLR 1246*.”

*Lilleyman* therefore acknowledges that there can be a departure from the principle of equality where if, at the time of the divorce, one or both of the parties has a substantial amount of non-matrimonial property.

1. Importantly, Briggs J set out that: *“[the] cross-check should be treated neither as a floor nor as a ceiling in relation to the relief available under the Inheritance Act, nor as something which requires a meticulous quasi divorce application to be analysed side by side with the application of the separate provisions in section 3 of the Act”* and Schedule 2, paragraph 5(2) to the Inheritance and Trustees’ Powers Act 2014 now provides that *“… nothing requires the court to treat such provision as setting an upper or lower limit on the provision which may be made by an order under section 2.”*
2. Section 3(5) of the 1975 Act *“requires the Court to take into account the facts as known to the court as at the date of the hearing.”*
3. Section 3(6) of the 1975 Act *“requires that, in considering the financial resources of any person, the court shall take into account his earning capacity and in considering the financial needs of any person, the court shall take into account his financial obligations and responsibilities.”*

**The Resources and Needs of Thandi**

1. Central to the claim brought by Thandi, and expanded upon in her various witness statements, is her needs. She says that she enjoyed a very extravagant lifestyle with Ian and that *“It was how we lived. We were extremely fortunate. Lucky us”.*
2. Counsel for Thandi says that her luxurious lifestyle with Ian cannot realistically be challenged. But those needs, as contended for by Thandi, were in fact challenged by both Counsel for the Fourth Defendant (Charlie) and the Fifth Defendant (Rhett). Indeed, it is the case for the Defendants that it is Thandi who is being unrealistic, not least because the income enjoyed during the marriage, both from Panther and from Twelve Oaks, was nowhere near the level it would need to be in order to sustain the lifestyle Thandi alleges was being enjoyed prior to Ian’s death.
3. The approach of the court is to consider Thandi’s reasonable needs and whether those needs require further provision and then to consider whether, if there is any further property available, whether the sharing principle requires further assets of the estate to be allocated to Thandi.
4. As Thandi made clear in her evidence, a proportion of the financial outlay each year is with respect to Rhett, for example his housing needs and his holidays. These requirements will not be present within the next 8 to 10 years as Rhett grows up.Further, it is the harsh reality that a significant proportion of the expenditure prior to Ian’s death was to support him and that expenditure is now no longer needed. In calculating her future needs, it appears that Thandi is recording everything that might have been spent in the past (e.g. holidays that she shared with Ian; entertainment which was part of Ian’s business life and an expenditure that does not need to continue).
5. In considering whether the needs of Thandi as an applicant spouse are reasonable they need to be viewed in the context of the lifestyle enjoyed by her at the date of the death of Ian. As Mostyn J. said in *N v F* [2011] EWHC 586 (Fam), in an ancillary relief case:

*“Just as there are “inheritances and inheritances” there are needs and needs. In* McCartney v Mills-McCartney *[2008] …, the wife’s award was calibrated solely by reference to her “needs” in the sum of £24.3 million. This is of course worlds away from “needs” as most people would understand them to be, even needs “generously interpreted”. However, the needs in that case were assessed only by reference to the vast scale of the husband’s resources, and the marital standard of living. But there have been instances of needs being informed by factors other than these.”*

1. In *P v G* [2006] 1 FLR 431, Black J, as she then was, said

[207] “*…I do not consider it unreasonable for someone in Mrs P’s position, who has had the luxury of a life entirely without money worries in recent years, to continue in this way a far as possible … If the estate was limited, or there were other people’s express needs that had to be satisfied from it, it may not be feasible to make allowance for this but that is not the case here …”*

1. Black J considered the lifestyle of the applicant to be of importance when considering the overall exercise of the Court’s discretion based upon all the factors:

*“In my judgment, it is reasonable for her to have this sort of security and freedom from anxiety. It is in line with the approach taken by the Court of Appeal in* Re Besterman *where Oliver LJ pointed out that the fact that the deceased was a very wealthy man was an important factor to be borne in mind in considering what was reasonable provision for his widow as was the fact that she “had spent the last 18 years of her life – and might be thought reasonably entitled to expect to spend her widowhood – in the standard of life appropriate to” the widow of a millionaire. He says also: “… having regard to the fact that this lady is the widow of a more than ordinarily wealthy man, reasonable provision would in my judgment require that she should have access to a sufficient sum to ensure beyond any reasonable doubt that she is relieved of any anxiety for the future.”*

1. It is undoubtedly correct that Thandi asserts that she was enjoying the most luxurious of lifestyles; a lifestyle far outside the reach, or desire, of most. For example, she referred in her fourth statement to the various 5-star holidays they took together each year and that on her fortieth birthday *“Ian chartered a private Lear jet to take us to Paris for the weekend, where we were met by a chauffeur driven limousine and taken to a Phillipe Starcke hotel. We dined at the best restaurants and shopped on the Champs Elysee. Ian bought me a beautiful handbag from Christian Dior, plus a dress and a fox fur cape from Jiki. We flew home from Paris in a privately chartered Augusta 109 helicopter, which landed in our back garden!”*
2. It is striking that the figures given by Thandi as representing her needs in order *“for me and Rhett to enjoy the lifestyle to which we have been accustomed”* have increased substantially over time. In July 2013 she asserted that her annual net income need was just over £244,000. As at April 2015 she asserted that her income needs were £358,498.00 per annum and in September 2015 £372,097.00. Thandi contends that this is because she gradually became more accurate in what she was recording as her expenditure and that there had previously been expenditure that she had missed referring to.
3. The figure of £372,097.00 in the statement of 25 September 2015 includes £21,500 on going out (meals, theatre, polo events etc.); £65,000 for holidays; £10,000 for gifts; and £15,000 for entertaining and parties. The total for sports, hobbies, entertainment and holidays is claimed to be £116,160.00; a total of £146,515 household expenditure (including £15,000 for general maintenance of the house – built in 1999); and car finance for a Bentley and a Range Rover in the total sum of £27,019.00. That figure of £27,019.00 for car finance is an example of a sum claimed in the fourth statement which had not previously been claimed and is one of the figures specifically challenged by the Defendants as not being one of her financial “needs”.
4. When challenged as to why she had undertaken the obligations of car finance of £13,719 per annum for a sports Bentley, together with the finance costs of the Range Rover, during a period when she was allegedly “pulling in her horns” due to uncertainty of her financial position, she asserted it was because she needed to replace the Bentley that her husband had bought for her as a present five years before. She said that she needed a second car, even though there was only one person in the family now driving, as they had, as a couple, always had two cars. The Range Rover she purchased was, she said, to replace the Range Rover that she had been using but which had been left to Charlie by Ian and which Charlie recovered. In my judgment, Thandi can justify the purchase of the Range Rover but not the new sports Bentley and the sum for the Bentley should be excluded. She is not now, sadly, part of a couple and she cannot properly justify expending monies on a Bentley in addition to a luxury Range Rover.
5. Also challenged is the sum for holidays of £65,000 per annum, which is a substantial increase on her previous schedule of needs. While she has given evidence about luxurious holidays being taken by her and Ian when he was alive, there is no documentary evidence to support expenditure on holidays at the level she alleges. In fact her actual expenditure during 2014 on sports, hobbies, entertainment and holidays was £57,338.48 and the figures available up until trial for 2015 indicate a similar level of spending – less than half the £116,660.00 that she claims for this area of expenditure. She was unable to explain that disparity and said, simply, that she thought she was spending even more than she was claiming for.
6. In all other areas; including; house and garden maintenance; personal expenses; school fees and professional advisers, the figures claimed by Thandi are substantially in excess of the amounts in fact being spent. These figures are challenged by the Defendants.
7. I cannot help but come to the conclusion that in asserting her needs at such a high level, Thandi is endeavouring to establish a lifestyle that she would like to enjoy rather than one she did in fact enjoy. Her schedule of expenditure giving rise to the alleged need of £372,097.00 for her expenditure is not focussed and reads more as a wish list than as an actual accurate assessment of her needs. Her explanation for the increase in her expenditure is that, as time has gone on and more documents have become available to her, she has been able to give a more accurate account. She contends that Rhett is now more expensive (e.g. needing his own room on holiday) and the cost of maintaining the home is not something that she had previously factored in. I do not accept those explanations to be sufficient to establish a difference of the increase of nearly £130,000 and it does not appear that Thandi has taken into account the sad truth that there is now one less adult to fund.
8. The schedule of actual expenditure, compiled from the available bank and credit card statements by Counsel on behalf of Rhett, shows that she is actually spending £241,544.68. That is still a very high figure, establishing that Thandi is currently enjoying a luxurious lifestyle. But that figure is the highest at which her needs can be put. Thandi expressed surprise that her spending was as it is and continued to contest that her expenditure is even greater: for example, she contended that Glanfield Manor requires extensive maintenance and repair, including the replacement of all the windows, despite having been built within the past 15 or so years.
9. In my judgment the most that Thandi’s needs can be put is in the region of £240,000 per annum. That was what it was in 2014 and it appeared, at trial, that she was spending at a similar rate in 2015.
10. Within Thandi’s actual expenditure, there are figures which show a degree of profligacy which is surprising given her acceptance that she was uncertain about her financial security going forward. In addition to the purchase of the Bentley in the sum of £155,000 in June 2014 on finance, despite her already owning a Range Rover purchased in the sum of £75,000, Thandi has invested large sums of money in speculative ventures. Her investment of £85,000 in Puricore Plc shares resulted in a substantial loss – as at the time of trial the shares were only worth £4650.00; and she has invested a further £25,000.00 in a company making ice-lollies. She also gave evidence that she had lent significant sums of money to friends and acquaintances to the total of £92,000 on the basis that she cannot be certain that those monies will be recovered.
11. So far as Rhett is concerned, Thandi claims for all his expenditure. She refuses to take into account the fact that Rhett recovered £200,000 from the Northern Ireland proceedings to cover his dependency upon Ian and that he also has the benefit of an income from the property at 77 Chertsey Road. Thandi has invested the settlement from the Northern Ireland proceedings into a trust fund, saying *“I do not feel that he should have to use his inheritance. It is not right to eat into his inheritance on his upbringing.”* When challenged about that, she was adamant that both the monies from the fatal accident proceedings in Northern Ireland and income from the property left to him were part of his inheritance and not to be spent now. Thandi is wrong about that. The settlement of the Northern Ireland litigation was to give Rhett a sum of money that would compensate, insofar as money could, for his financial dependency upon his father. It was not an “inheritance” as Thandi seems to think. Further, the property at 77 Chertsey Road inherited by Rhett is there for his benefit and to be used by him to support his needs, particularly his schooling needs. Instead the rental income is being saved in an account for the future. Neither the dependency claim nor the income from the inherited property ought to be used simply as a method of increasing savings for the future. Rhett has the benefit of £500,000 from Ian’s life policy but that is now tied up in an investment in Thandi’s name.
12. Thandi gave some quite extraordinary evidence which pointed towards her either knowing, or believing, that her husband had been involved in evading his tax obligations. For example, she said that the accounts were made to show what they wanted them to show, and that they all benefitted from the cash that was available. Her clear intention was to implicate both Charlie and Graham in behaviour which was not legitimate with respect to the manner in which the business was being taxed. If she were right in her assertions then she would have potentially placed herself in the line of a criminal investigation. Further, insofar as Thandi sought to establish that she had a lifestyle which was funded by monies that are tainted by illegality, then her claim under the 1975 Act would be bound to fail. Such a claim offends public policy and is not one which the Court will sanction. See *Hunter v Butler* [1996] RTR 396.
13. In fairness to her, I gave her the opportunity to explain whether, in light of what she had said, she either knew or believed that there had been tax evasion (first having given her the warning against self-incrimination). When I put that point to her straightforwardly she denied it being the case. She was effectively putting before the court that, while she knew nothing about what was going on, Ian and Graham and others at Panther, including Charlie, were involved in making use of an undeclared income to fund lifestyles which were outside that which they could legitimately afford.
14. The evidence I have heard, aside the comments of Thandi, does not support there being such evasion. Charlie gave evidence that his father declared tax of £90,000 in cash prior to his death. There has been an HMRC investigation of the financial affairs of Panther. While that has given rise to a further tax liability on the part of Panther it has not resulted in any further tax or criminal investigation.
15. In my judgment, the lifestyle Thandi asserts is not based on fact. Her lifestyle was, and remains, undoubtedly luxurious. But not to the height she asserts or would wish. The lifestyle she refers to is simply not supported by the financial evidence available. On 13 April 2011, Grant Thornton estimated that a “return” to gross earnings of £330,000 plus per annum was realistic. Prior to that there had been a reduction in the earnings as a result of a need to cut back while there was a tough trading period. In order to cover expenditure of £372,000 as is asserted as being needed by Thandi, Ian would need to have been earning a gross income in excess of £650,000. Not only was he not earning that level of money, he was not earning near to the gross earnings of £330,000 per annum that Grant Thornton referred to as being realistic in the future. Ian’s average net income declared for income tax purposes was £101,517.00 and the assertion by Thandi, contained in her second statement, that his gross income was £450,000 is not supported by the documentary evidence. When asked about where that figure came from she said that she could not remember.
16. In the Northern Ireland proceedings there was a similar disparity between what was being asserted as being spent, some £378,940.00, and what could actually be established: only £108,033 being supported by documents. The expert report for the defendant in those Northern Ireland proceedings makes a similar comment about Charlie’s claim, in that the annual expense figure claimed significantly exceeds Mr Wooldridge’s net earnings available, even before taking into account the dependency of Thandi and Rhett. The only explanation that the expert could give for the lifestyle that both Thandi and Charlie were asserting in those proceedings was that Ian must have been using accumulated wealth to fund the lifestyle. If that were the case, that funding does not continue. The estate is a finite pot.

**Thandi’s Assets**

1. In her fourth witness statement, Thandi has set out in some detail her various assets. When asked about those assets in the course of cross-examination she asserted that they were an accurate, or near accurate, assessment of her total assets.
2. Those assets include shares in Outdoor Plus Limited in the sum of £1.2m (although she now says that figure is now less certain due to the unexpected death of one of the directors); various savings accounts amounting to a little less than £1m; an investment portfolio in excess of £1.5m; properties with a net value of approximately £1m; and loans in excess of £300,000. Her total assets are £10,501,145.71. With respect to the properties she recovers a small rent which is sufficient to cover the mortgage and service charges and a small profit. She could undoubtedly make those properties generate more income than they currently do and while she said that she understands the need to exploit her own assets in order to provide for her needs, she does not in fact seem to be doing that. Removing the value of Glanfield Manor and its contents, her valuables, Ian’s watches, the mobile phone and the Range Rover, her investable assets are in the region of £5.205m which gives Thandi, as a fifty year old woman, an annual income of £210,000 on a Duxbury calculation. That sum of £5.296m includes the £1.985m recovered from the Northern Ireland proceedings. Thandi has said that she had hoped to recover more from those proceedings, but she settled those proceedings with the benefit of legal advice and it is the figure that was paid on the basis that it covered her dependency upon Ian. Thandi is already receiving in excess of £50,000 per annum from her current investments.
3. In addition to the benefit of her savings, investments and properties, Thandi has, in my judgment, significant earning potential. She is only aged 50. She only gave up her work about 7 years ago but has plainly remained engaged in the business world, partly through Ian when he was alive, but also through her investments and shareholdings. She was a skilled businesswoman who was able to sell her company Cal Brown Advertising Limited for a substantial sum which enabled her to recover approximately £1m. in profit and she has shown herself willing to re-invest monies – both in Ian’s business and in other ventures. Philip Lucas, a financial services adviser who advised both Ian and his brother Graham, acknowledged Thandi as being a successful business woman in her own right. In 2006 she had received a gross income of £215,000 from Cal Brown Advertising Limited which is an indication of both the success of that company, and the success of her as a businesswoman. The proceeds of the sale of Continental Advertising Limited is invested in Outdoor Plus Limited. As set out above, those shares are now worth £1.2m. While she portrayed herself as someone who was out of touch with the advertising industry of today and that she would be considered too old, I am not satisfied that is the case and I am satisfied that even if the advertising industry has changed, her obvious abilities in marketing and sales are transferrable to other industries. She is certainly not a woman who is incapable of obtaining suitable, and lucrative, employment.
4. Insofar as Thandi’s expenditure relates to Rhett, he has substantial resources, particularly from the settlement of the Northern Ireland proceedings, which are specifically for compensating for his financial dependency upon Ian. The sum of £200,000 awarded to Rhett was not for the purpose of providing him with further monies when he reaches 18. They are not, as Thandi seems to think, part of his “inheritance”. Both the £200,000 settlement from the Northern Ireland proceedings and the income from 77 Chertsey Road could, and should, properly be used to support Rhett – the settlement was not a windfall that is to be used for future savings. Thandi is spending on ensuring that she has substantial life assurance. Rhett is currently, according to Philip Lucas, the only existing beneficiary. This is sensible planning for Rhett’s future.
5. In my judgment, Thandi’s needs are not as extensive as she says. Her actual expenditure does not support what she says to be her needs.
6. Further, Thandi has much greater ability to fund her own lifestyle both from her existing assets and from her own ability to earn. Her assets are currently £10,501,145.71 and deducting her housing and chattels (not including the Bentley) she has a fund of £5,296,135 which could, on a Duxbury basis, provide an annual income of £210,000 rather than the £50,000 she already generates from investments”. Thandi has not established, in my judgment, that the Will fails to provide her with sufficient financial provision to meet her needs. Thandi, as it has been put by Counsel for Charlie, *“is a person who is quite simply too wealthy to require further provision from this estate.”* She may feel that she has a “moral” claim to more money but I cannot understand the basis upon which that moral claim is put other than to say that Ian had wanted to leave her with more money than he did. As was clear from the evidence of Philip Lucas, Ian did not in fact put in place those policies that would have been needed for the purpose of funding Thandi to the extent that he had been advised to in order to provide the future income that he may have wished Thandi to have. As Philip Lucas put it in his evidence, financial planning was not the number one priority and they had to be persuaded as it was going to be very expensive to get the level of life cover needed. Such expense, had it been undertaken, would have meant less to spend immediately.

**The Financial Needs and Resources of the other Beneficiaries**

1. Both Rhett and Charlie benefit from inheriting their father’s interest in both Panther and Twelve Oaks. I am satisfied from the evidence I have heard that it was very important to Ian that his two sons would be able to follow him into the business he had set up with his own brother. There was, as was acknowledged by Philip Lucas, a sense in which it was a dynasty to be taken over by his sons. I have no doubt that Ian would not have wanted any settlement of the estate to result in the breaking up of either the partnership or the company.
2. Counsel on behalf of Thandi contended that the Twelve Oaks partnership came to an end on the death of Ian and so the partnership does not continue. It is quite clear that a partnership does continue, as a matter of fact, even if that is a new partnership at will which came into existence after the death of Ian. The activities of the partnership are continuing and providing Charlie with both employment and a home.
3. Charlie was himself subjected to a very detailed cross examination with respect to both his needs and his assets. I took it that the cross examination was on the instructions of Thandi because, of course, Charlie is in a different position to Thandi. While his financial position is something that the court must take into account, she is the one who is bringing the claim that she requires greater provision from the estate and while the needs and assets of other beneficiaries are relevant, it is Thandi who has thrown the spotlight on the situation and is the one who needs to establish her needs.
4. Charlie admitted to dealing with his grief by gambling large sums of money, but I accept his evidence that does not continue and that he is seeking assistance with his habit. That evidence was not, in any event, directly relevant to the issues I have to determine with respect to whether Thandi succeeds on her claim. I took such questions to have been asked on instructions, on the basis that Thandi was keen to undermine Charlie’s position. Charlie was criticised for the failure to provide copies of all his bank statements, but I see nothing sinister or suspicious in that. As I said in the course of submissions, it is Thandi who has shone the spotlight on the finances and it is Thandi who is seeking to establish that her needs are not met such that she needs further provision from the estate; Charlie is not under the same scrutiny.
5. It is clear that whatever life he enjoyed while being supported by his father, including playing polo in both England and Argentina, Charlie does not now enjoy that type of lifestyle. In his dependence claim within the fatal accident claim, Charlie set out all the support he received from his father when he was alive. It is clear that he was supported by his father to a level which exceeded Ian’s taxed personal income. Charlie is unable to explain that disparity. What is clear from his evidence is that he gradually moved away from his earlier life in the aftermath of his father’s death. He gave up polo playing and now receives £75,000 per annum and the benefit of a one-bedroomed flat on the estate together with certain expenses paid for out of Panther’s directors’ loan account, both for running Twelve Oaks, including invoicing the tenants and managing the staff, and for his work as Commercial Director for the Wooldridge Group.
6. Charlie is particularly dependent upon the partnership both for his work and his home, also occupied by his partner and, soon, their child. The only assets he has, or will have, are those he recovers under the Will. Interference with the partnership and its assets would have a profoundly negative effect upon Charlie and while Thandi does not appear to be concerned about Charlie’s future, his father did care about Charlie as much as he cared about Rhett and would not want him to be disadvantaged.
7. So far as Rhett is concerned, I have already dealt with both the settlement from Northern Ireland and property he inherited which should properly provide him with an income. Rhett should currently be adequately supported. His inheritance rests in the partnership and the company, and while Thandi expresses concern that she does not know what will happen there and that she is keen to manage Rhett’s money, it was the clear evidence of Rhett’s litigation friend that he is better served by having use of the resources currently available to him rather than increasing his mother’s opportunity to fund an extravagant lifestyle for herself and Rhett by claiming an increased fund from the estate.
8. There are aspects of Thandi’s claim which will indirectly benefit Rhett, for example in respect of the holidays referred to by Thandi. But, through his litigation friend, he objects to the claim brought by Thandi on the basis that her housing is already catered for and that her existing assets give her sufficient income to support her current lifestyle without her needing any further funds. His litigation friend spoke to him in December 2013 and took into account his wishes at that time. Further requests to see him in 2015 had not been met. Her clear evidence was that Rhett’s interests should be protected by the appointment of an independent trustee but that there is nothing that she has seen which would indicate that he should give up his interest in the company or partnership in order to enable Thandi to obtain further monies to fund further expenditure. She accepted that Rhett was being funded to an extent by his mother and that Thandi was making financial provision for Rhett’s benefit upon her death. In my judgment, Rhett’s litigation friend was correct to say that the monies he has, including the insurance policy and the settlement from the fatal accidents litigation, is money that should be used to support him at this time. Any increase in Thandi’s provision would, as I have set out above, impact upon Twelve Oaks and would be, in my judgment, to the detriment of Rhett.

1. As far as both Charlie and Rhett are concerned, it also should not be ignored that Ian was extremely proud of the Twelve Oaks estate and that he was keen for it to be passed down to his children.
2. An increase in the provision from the estate for the benefit of Thandi is highly likely to result in the partnership assets being sold off. That would plainly be contrary to the best interests of one of Ian’s sons (Charlie) and is more likely than not to be detrimental to the best interests of his other son (Rhett).

**The Estate**

1. The net value of the estate is not of a size to support the claim brought by Thandi. According to the September 2015 accounts the net estate, leaving to one side Glanfield Manor which provides housing for Thandi and Rhett, is £6.8m. It cannot sustain the claim of Thandi in the sum of £5.879m. While the value of Glanfield Manor has increased substantially, the accepted increase in value of the partnership properties (unsupported by any expert evidence) is 15% increasing the market value of the properties from their value at death of £4,959,100 to £5,702,965. Only half of the increase in value of the partnership properties is attributable to Ian’s share of the partnership, namely £371,932.50. While, in my judgment, there should be a modest uplift in the value for Panther that should not, as Thandi contends, be an increase of 3000%.

1. The net estate, putting to one side Glanfield Manor, which provides Thandi and Rhett with housing, is £6.8m according to the September 2015 accounts. Thandi claims an award of £5.879m but that sum is not sustainable given the limited size of the estate.
2. Any increase in Thandi’s provision from the estate would have, or is likely to have, a significant negative impact upon Twelve Oaks. Charlie made it clear in his evidence that one of his main concerns was to protect Rhett and that he would love to have his half-brother as part of the business. Philip Lucas recognised that it was not sensible to dismantle Twelve Oaks or Panther and, while it was argued on behalf of Thandi that it would not be necessary to impact upon Panther in order to satisfy her claim, in my judgment there is simply not sufficient monies within the estate to enable Thandi to obtain further monies as she seeks without there being a necessary interference of the business of Twelve Oaks.

**Conclusion**

1. I accept from the evidence that has been presented before me that Thandi lives, and lived when Ian was alive, a lavish lifestyle way beyond the dreams or wishes of most. However, I expressly reject that her lifestyle ever involved expenditure of the level she now claims (slightly in excess of £372,000 per annum). That figure is not substantiated by any hard evidence and is contradicted by the evidence that is available. It is a claim which is not supported by her current expenditure and is a figure that she has gradually been building upon over the years that this claim has persisted.

1. In my judgment, the Will does make reasonable provision for Thandi and the estate does not have the liquidity which would enable Thandi to recover that which she seeks without the need to sell partnership assets, and possibly sell shares in the company, which would be significantly adverse to the interests of Charlie and would, in addition, most likely be adverse to the interests of Rhett. Thandi has enough.