In The Supreme Court of Bermuda

CIVIL JURISDICTION

2022: No. 53

BETWEEN:

JENNIFER GAIL WADE

Plaintiff

- and -

TANIKA ALICIA WILLIAMS

Defendant

- and -

DA-VON WADE

Third Party

RULING

Application to set aside a regularly obtained judgment in default of a defence; relevant test to be applied; credible affidavit evidence, delay by attorney, realistic prospect of success

Date of Hearing: **14 November 2023**
Date of Judgment: **29 November 2023**

Appearances: **Craig Rothwell, Cox Hallett Wilkinson, for Plaintiff**

Defendant in person

Shi-Vaughn Lee, 95 Law, for Third Party

RULING of Mussenden J

Introduction and Background

1. This matter appears before me on a Summons dated 28 March 2023 by the Third Party Mr. Da-Von Wade for the Judgment in Default of Defence dated 3 February 2023 obtained by the Defendant Mrs. Williams to be set aside.

2. The Plaintiff Mrs. Wade is the mother of Mr. Wade, who was married to Mrs. Williams. Mr. Wade and Mrs. Williams are now divorced.

3. The background to the matter is that Mrs. Wade caused a Specially Indorsed Writ dated 2 March 2022 to be issued against her former daughter-in-law, Mrs. Williams. It was in respect of a loan made around 4 July 2017 of $50,000 (the "**Loan**") that Mrs. Wade asserted was made to her son Mr. Wade and her daughter-in-law Mrs. Williams whilst they were married. The claim was made against only the daughter-in-law Mrs. Williams for $49,500 which was the balance of the loan after $500 had been repaid to Mrs. Wade by her son Mr. Wade around the same time that the couple were divorced and the matrimonial home was transferred to Mrs. Williams.

4. On 6 April 2022 Mrs. Williams filed a Memorandum of Appearance. However, having not filed a Defence, Judgment in Default was entered against her on 1 June 2022 in the sum of $49,500. In the present application, Mrs. Williams submitted that she was given no notice that judgment in default was going to be entered against her by the attorney for Mrs. Wade.

5. On 18 August 2022, Mrs. Williams' application to set aside that Default Judgment was withdrawn after which she issued a Third Party Notice Claiming Contribution dated 30 August 2022 in which she claimed against her ex-husband Mr. Wade, a one half contribution of Mrs. Wade's claim, that is, $24,750.

6. On 12 September 2022, Mr. Wade entered a Memorandum of Appearance.

7. On 6 December 2022, there was an Order for Directions wherein Mr. Wade was to plead to the Third Party Notice within 14 days, that is, by 20 December 2022.

8. On 14 December 2022, 95 Law Ltd. ("**95LL**") entered an appearance for Mr. Wade.

9. Mr. Wade, in his affidavit stated that 95LL filed a search praecipe in relation to separate proceedings between him and Mrs. Williams (the "**Divorce Proceedings**") on 6 January 2023 and after further correspondence with the Registry, 95LL was able to inspect and make relevant copies of the Divorce Proceedings file on or around 26 January 2023.

10. On 2 February 2023, there was a taxation hearing before the Registrar, which was attended by Ms. Lee of 95LL for Mr. Wade. Mrs. Williams in her affidavit asserts that the Registrar instructed Ms. Lee to file the Defence the next day.

11. On 3 February 2023, Mr. Wade having not a filed a Defence, Judgment in Default was entered by Mrs. Williams against him in the sum of $24,500. The application had been filed 25 January 2023 without notice to Mr. Wade.

12. On 8 February 2023, 95LL filed a Defence of the Third Party. The Defence took issue with the Writ, in essence stating that: (a) although Mr. Wade and Mrs. Williams were married at the time the Loan was made, the Loan was made only to Mrs. Williams; (b) Mr. Wade made a one-off repayment of $500 to his mother Mrs. Wade without admission of liability and as a gesture of kindness to her who he felt bad for as she was caught in the middle of a bitter divorce between him and Mrs. Williams; and (c) in the Divorce Proceedings the divorced couple had come to an agreement that Mrs. Williams was to take responsibility for certain expenses and the debt of the Loan in return for Mr. Wade taking on certain financial and parental liabilities - thus Mrs. Williams was estopped from seeking the contribution from him as Third Party.

The Application and the Evidence

13. Mr. Wade's application is supported by his Affidavit dated 1 March 2023. It exhibited a number of documents in relation to the Divorce Proceedings including correspondence

between counsel, Mr. Wade and Mrs. Williams and a Consent Order in respect of ancillary relief.

14. Mr. Wade explained the reason for the delay. He stated that prior to the Divorce Proceedings, he was unfamiliar with the law and relied on the assistance of the Court staff and counsel for Mrs. Wade and Mrs. Williams. He explained that Mrs. Williams' previous counsel had told him that there had been extensive discussions between counsel for Mrs. Wade and counsel for Mrs. Williams about resolving the claim by a payment in full after Mrs. Williams had sold a property. He stated that he was present in a meeting with his mother, her counsel and Mrs. Williams where Mrs. Williams indicated such a resolution. Thus, he relied on the representations made to him about a resolution, so he formed the opinion that the need to file a Defence was rendered nugatory, and therefore he did not file a Defence by 20 December 2022. He stated that the parties agreed to wait for the sale transaction to complete so that payment could be made by Mrs. Williams to Mrs. Wade in full and final satisfaction of the Loan. Mr. Wade states that Mrs. Williams resiled from her commitment and never informed him, also discharging her counsel and proceeding with the Third Party Contribution proceedings.

15. Mr. Wade stated that he instructed 95LL on or around 14 December 2022. He states that 95LL filed an appearance on 6 January 2023. I note this is an error as 95LL filed it on 14 December 2022. He stated that on 6 January 2023, 95LL filed a search praecipe in the Divorce Proceedings and on 14 February 2023 it filed a search praecipe in these proceedings. He stated that after some correspondence between 95LL and the Registry, 95LL were able to inspect and make copies of documents from the Divorce Proceedings. On 8 February 2023, after analysis of the documents, 96LL were able to file the Defence. He stated that when Ms. Lee attended the taxation on 2 February 2023, she was informed that the application for default judgment had been filed when she then undertook to file the Defence as soon as possible. Mr. Wade stated that at no time prior to 2 February 2023 did Mrs. Williams provide him or 95LL with notice of the application for default judgment, resulting in his view that despite providing 95LL with a Form 31D for directions, Mrs. Williams was attempting to ambush him. He stated that Mrs. Williams' representations

caused him confusion in what he had to assert in his hectic schedule which included taking care of his children and working as a teacher.

16. Thus, in respect of delay, Mr. Wade's position is that the default arose because Mrs. Williams by her words, representations and conduct induced the parties to believe that she would be resolving the matter amicably by paying the full sum sought by Mrs. Wade after the receipt of proceeds of sale of a property. He maintained that the default was not a deliberate disregard of the Court's Order but that it was commonly understood by the parties that the Order would be put on hold pending the sale of the property and repayment of the Loan in full.

17. In respect of his Defence, Mr. Wade stated that he has a strong Defence with overwhelming supportive evidence. The Defence revolves around the ancillary relief proceedings around 2020 – 2021 in the Divorce Proceedings. Firstly there was correspondence along the lines that Mrs. Williams would take over the debt in the family marital home (the "**FMH**") while Mr. Wade would transfer the FMH into her name solely. Secondly, there were mediation efforts which resulted in a Mediation Summary Report dated 7 January 2021. Then thirdly, on 4 February 2021 Mrs. Williams sent counsel for Mr. Wade a letter indicating that she would take over the debt for the FMH in exchange for Mr. Wade transferring the FMH into her name solely. Mr. Wade stated on 28 April 2021 that Mrs. Williams sent him a letter directly confirming that she had "*already agreed to being solely responsible for the entirety of the Debt associated with the Scaur Hill Drive Home and the outstanding loan.*" I should note here that upon my review of that letter: (i) the aforementioned phrase does exist; and (ii) there is a sentence later on that states "*As you mentioned I have managed to cover both the mortgage and BNTB loan along with the household costs of house insurance, maintenance and upkeep of the property providing you with indemnity from debt collectors.*" I did not see any reference to another loan, in particular, the Loan from Mrs. Wade.

18. Mr. Wade stated that on 23 June 2021 he and Mrs. Williams entered into a Consent Order which represented a clean break between them. The Consent Order sets out in the recitals and paragraph 7 that it was accepted "*as full and final satisfaction of all their claims for*

income, capital or property, pension plans of any kind, pension sharing orders and of any other nature whatsoever including spousal maintenance which either may be entitled to bring against the other or the others estate consequent upon, arising from or resulting in any way to their marriage and/or divorce." Paragraph 3 set out that Mr. Wade would transfer his interest in the FMH to Mrs. Williams in consideration of Mrs. Williams assuming responsibility for the jointly held debt in the total sum of $1,611,136.66 which was secured against the FMH and a property in Pembroke.

19. Thus, Mr. Wade's submission is that the evidence overwhelmingly supports the position that Mrs. Williams agreed to indemnify him from any liability of their debt and her expressed representations are such that she is estopped from resiling from them. Further, the Consent Order included claims "*and of any other nature whatsoever …*" which would cover the Loan which arose from their marriage.

20. Mrs. Williams filed an affidavit in reply sworn 12 June 2023. She stated that she had checked with the Supreme Court on two occasions before filing the application for default judgment. She took issue with Mr. Wade's affidavit evidence as follows:
    a. There were discussions between her attorney and Mrs. Wade's attorney about the Default Judgment against her. She was never present in a meeting with Mr. Wade. On 30 November 2022 she instructed her attorney that she would be moving ahead with the Third Party proceedings and after 1 December 2022, discussions ceased between her attorney and Mrs. Wade's attorney.
    b. She denied that statements were made directly to Mr. Wade about the matter being resolved amicably and she denied that there was any agreement between any of the parties to wait for a transaction that was imminent.
    c. 95LL served her with their appearance on 14 December 2022.
    d. She stated that both she and Mr. Wade had copies of the Consent Order which was the only document exhibited to Mr. Wade's affidavit which came from the Divorce Proceedings file at the Supreme Court. Thus, there was really no need for the delay to search the Divorce Proceedings file.

e. She stated that at the taxation hearing on 2 February 2023, Ms. Lee was told by the Registrar to file her Defence by the next day, however, it still was not filed until 8 February 2023.

f. She stated that as a litigant in person, she filed the application for default judgment against Mr. Wade without notice to him or his attorney as when default judgment was obtained against her, she did not receive notice from Mrs. Wade's attorney. Thus, she thought this was the norm.

g. She stated that she was not taking advantage of Mr. Wade as a litigant in person for a procedural misstep as he claimed, because as of 14 December 2022 he was not a litigant in person as he was being represented by 95LL.

h. She stated that she never had any discussion with Mr. Wade or made any representations to him that she would be resolving the dispute by repaying the Loan in full.

i. She stated that she made no direct representations to Mr. Wade or any agreement to put aside the Directions Order. Further, her actions as a litigant in person or of her attorney did not cause Mr. Wade not to file his Defence.

21. Thus, Mrs. Williams position is that it would be unjust if the default judgment was set aside as Mr. Wade and 95LL disregarded the Court's process and chose to file the Defence when it was suitable to them whilst she as a litigant in person who tried to follow the process to the best of her knowledge without a legal background.

The Law

22. In *Adam Gibbons et al v DeSilva* [2020] SC (Bda) 43 Civ, Hargun CJ set out the relevant test for setting aside a default judgment.

> *"17. In the Supreme Court Practice,1999, the editors state the relevant principles at 13/9/18 in the following terms:*
>
> *"The purpose of the discretionary power is to avoid the injustice which may be caused if judgment follows automatically on default. The primary consideration in exercising the discretion is whether the defendant has merits to which the Court should pay heed, not as a rule of law but as a matter of common sense, since there is no point in setting aside a judgment if the defendant has no defence, and because,*

if the defendant can show merits, the court will not prima facie desire to let a judgment pass on which there has been no proper adjudication. The foregoing general indications of the way in which the court exercises discretion are derived from the judgment of the Court of Appeal in Alpine Bulk Transport Co Inc v Saudi Eagle Shipping Co Inc, The Saudi Eagle [1986] 2 Lloyd,s Rep. 221 at 223,CA, where the earlier cases are summarised. From that case the following propositions may be derived:

(a) It is not sufficient to show a merely "arguable" defence that would justify leave to defend under O. 14; it must both have "a real prospect of success" and "carry some degree of conviction". Thus the court must form a provisional view of the probable outcome of the action.

(b) If proceedings are deliberately ignored this conduct although not amounting to an estoppel at law, must be considered "injustice" before exercising the court's discretion to set aside"

18. The editors of the Supreme Court Practice go on to state that the preferred view is that unless potentially credible affidavit evidence demonstrates a real likelihood that a defendant will succeed on fact no "real prospect of success" is shown and relief should be refused.

19. In ED&F Man Liquid Products Ltd v Patel [2003] EWCA Civ 472, Potter LJ considered the issue of burden of proof in relation to the requirement of showing "realistic prospect of success":

"8. I regard the distinction between a realistic and fanciful prospect of success as appropriately reflecting the observation in the Saudi Eagle that the defence sought to be argued must carry some degree of conviction. Both approaches require the defendant to have a case which is better than merely arguable, as was formerly the case under R.S.C. Order 14…

9. In my view, the only significant difference between the provisions of CPR 24.2 and 13.3(1), is that under the former the overall burden of proof rests upon the claimant to establish that there are grounds for his belief that the respondent has no real prospect of success whereas, under the latter, the burden rests upon the defendant to satisfy the court that there is good reason why a judgment regularly obtained should be set aside. That being so, although generally the burden of proof is in practice of only marginal importance in relation to the assessment of evidence, it seems almost inevitable that, in particular cases, a defendant applying under CPR 13.3(1) may encounter a court less receptive to applying the test in his favour than if he were a defendant advancing a timely ground of resistance to summary judgment under CPR 24.2.

10. It is certainly the case that under both rules, where there are significant differences between the parties so far as factual issues are concerned, the court is in no position to conduct a mini-trial: see per Lord Woolf MR in Swain v Hillman [2001] 1 All ER 91 at 95 in relation to CPR 24. However, that does not mean that the court has to accept without analysis everything said by a party in his statements before the court. In some cases it may be clear that there is no real substance in factual assertions made, particularly if contradicted by contemporary documents.

If so, issues which are dependent upon those factual assertions may be susceptible of disposal at an early stage so as to save the cost and delay of trying an issue the outcome of which is inevitable: see the note at 24.2.3 in Civil Procedure (Autumn 2002) Vol 1 p.467 and Three Rivers DC v Bank of England (No.3) [2001] UKHL/16, [2001] 2 All ER 513 per Lord Hope of Craighead at paragraph [95].”

20. It follows that in order to succeed in setting aside a default judgment, the defendant has the burden of proof of establishing that he has a realistic prospect of success. A realistic prospect of success is one which carries some degree of conviction, and must be one more than merely arguable. That burden is ordinarily discharged by the defendant filing “credible affidavit evidence” demonstrating a real likelihood that he will succeed in his defence. In the circumstances where there is a dispute on the facts, the Court is not bound to accept everything said by a party in his affidavit in support of the application to set aside a default judgment. The Court is entitled to consider whether there is real substance in the assertions being made by the defendant.

23. In the same case, in respect of delay because of an attorney’s failure to prioritise between competing interests, Hargun CJ, at paragraph 26, referred to the decision of the English Court of Appeal in *Andrew Mitchell MP v News Group Newspapers Limited* [2013] EWCA Civ 1537 at [41] where the Court stated:

“If the non-compliance cannot be characterised as trivial, then the burden is on the defaulting party to persuade the court to grant relief. The court will want to consider why the default occurred. If there is a good reason for it, the court will be likely to decide that relief should be granted. For example, if the reason why a document was not filed with the court was that the party or his solicitor suffered from a debilitating illness or was involved in an accident, then, depending on the 11 circumstances, that may constitute a good reason… But mere overlooking a deadline, whether on account of overwork or otherwise, is unlikely to be a good reason. We understand that solicitors may be under pressure and have too much work. It may be that this is what occurred in the present case. But that will rarely be a good reason. Solicitors cannot take on too much work and expect to be able to persuade a court that this is a good reason for their failure to meet deadlines. They should either delegate the work to others in their firm or, if they are unable to do this, they should not take on the work at all. This may seem harsh especially at a time when some solicitors are facing serious financial pressures. But the need to comply with rules, practice directions and court orders is essential if litigation is to be conducted in an efficient manner. If departures are tolerated, then the relaxed approach to civil litigation which the Jackson reforms were intended to change will continue. We should add that applications for an extension of time made before time has expired will be looked upon more favourably than applications for relief from sanction made after the event.”

24. Hargun CJ went on to state as follows:

"27. It should be noted that the above passage sets out the requirements of the English CPR 3.9 which provides:

"On an application for relief from any sanction imposed for a failure to comply with any rule, practice direction or court order, the court will consider all the circumstances of the case, so as to enable it to deal justly with the application, including the need—

(a) for litigation to be conducted efficiently and at proportionate cost; and

(b) to enforce compliance with rules, practice directions and orders."

28. The Bermuda Rules of the Supreme Court have not expressly incorporated the CPR 3.9 (1). However, having regard to the broad principles underlying RSC Order 1A, I consider that the general statement made by the English Court of Appeal in Andrew Mitchell can be 12 taken into account in dealing with an application to set aside a default judgment regularly obtained. Accordingly, overlooking a deadline, whether on account of overwork or otherwise on the part of an attorney, is unlikely to be a good reason. It is a factor which the court can be taken into account in the overall exercise of this discretionary jurisdiction. However, the primary consideration remains whether the defendant can persuade the court by credible affidavit evidence that he has a real prospect of success in establishing a defence."

25. In respect of delay, in *A et al v Cumberbatch* [2020] SC (Bda) 50 Civ Hargun CJ stated as follows:

"30. In all the circumstances, I am of the view that the delay in proceeding with this application is not such that the Court should refuse to set aside the default Judgment on the ground of delay. Further, the delay is largely explained by a number of unnecessary applications made by the Plaintiffs. Finally, delay is only one factor which the Court considers in the overall discretion whether or not to set aside a default Judgment. The dominant factor in considering an application to set aside a default is whether the defendant can show by credible affidavit evidence that he has a realistic prospect of success."

Analysis on delay

26. The Defence was due to be filed by 20 December 2022 when 95LL was counsel on the record as of 14 December 2022. As it turns out, the Defence was filed nearly 2 months later on 8 February 2023.

27. Ms. Lee complains that she was not given notice of the application for default judgment as was done in *Gibbons* by counsel for the plaintiff to counsel for the defendant in that case. Mrs. Williams argued that she was not given notice by Mrs. Wade's attorney when default

judgment was entered against her. In the Barrister's Code of Professional Conduct 1981 in the part on "*Relationship between Barristers*" at section 113(2) it states "*Where a barrister knows that another barrister is concerned in a case he should not proceed by default without enquiry and warning.*" That was most likely the reason why in *Gibbons,* the attorney gave notice of the application for default to the opposing attorney. In my view, there was no obligation on Mrs. Williams, as a litigant in person, to provide notice to Mr. Wade's attorney about her intention to apply for default judgment, particularly as she stated she conducted herself based on the similar actions of Mrs. Wade's attorney at an earlier stage in these proceedings. Thus, I see no merit in this argument by Ms. Lee.

28. Ms. Lee submitted in oral hearings that 95LL had to get up to speed on the file. Mr. Wade referred to the filing by 95LL of a search praecipe in the Divorce Proceedings on 6 January 2023 with the inspection taking place later on 26 January 2023. In my view, the filing of the search praecipe was unreasonably late and in any event, over a month after the Defence was due to be filed. Clearly Mr. Wade was relying on the Consent Order in the Divorce Proceedings as a strong plank of his Defence in these proceedings. Thus, it was reasonable for 95LL to obtain a copy of it either from Mr. Wade or from the Court file. However, that had to be within a proper time frame. To that point, it would be of some support to Mr. Wade's delay argument that the search praecipe was filed soon after 95LL came on the record or in any event prior to the date the Defence was due to be filed. Further, there would be more support, similar to the Court's view in *Andrew Mitchell MP* about an application for an extension of time, if 95LL had requested an extension of time for the filing of the Defence from Mrs. Williams or the Court on the basis that efforts were being made to peruse the Court file in the Divorce Proceedings or to obtain a copy of the Consent Order.

29. In my view, taking into account all the circumstances, I do not accept the reasons for the delay as good reasons. Thus, on the grounds of delay, I am satisfied that I should exercise my discretion to refuse to set aside the default judgment. However, in doing so, I am mindful that the primary consideration remains whether Mr. Wade can persuade the Court by credible evidence that he has a real prospect of success in establishing a Defence.

Analysis on realistic prospect of success

30. The Defence relies on the evidence of the correspondence and the Consent Order such that Mrs. Williams should be estopped from the asserted position that she indemnified Mr. Wade from any liability for their debt. Mrs. Williams denies such a claim. Thus, there are significant factual differences between the parties. As stated in *ED&F Man Liquid Products Ltd* the Court is in no position to conduct a mini-trial. However, I do retain an obligation to assess the evidence. Upon a review of the documents exhibited by Mr. Wade, I make the following observations:

    a. In a Marshall Diel & Myers ("**MDM**") letter dated 22 September 2020 on behalf of Mr. Wade to Mrs. Williams (then referred to as Ms. Wade) in respect of an offer to settle:

        i. the "Debt" was defined as the mortgage and the loan which were outstanding in the sum of $1,611,136.66.

        ii. A reference was made to a proposal by Mrs. Williams to take over the "Debt".

        iii. Mr. Wade offered to transfer his interest in the FMH to Mrs. Williams in return for releasing him from the "said Debt". If the Bank did not agree to Mr. Wade's release from the Debt then Mrs. Williams would indemnify him from any claims in relation to any outstanding balance of the Debt.

    b. In a letter dated 28 April 2021 from Mrs. Williams to Mr. Wade:

        i. She referred to the circumstances of covering the mortgage and all other outstanding associated debt.

        ii. She referred to Mr. Wade's mentioning that she had managed to cover both the mortgage and BNTB loan along with other costs.

        iii. She would assume the full debt of $1,574,312.62 for 20 years.

        iv. She tried to combine both debts with one bank which unfortunately was not possible. I should note here that in the table in the letter, it refers to the HSBC Mortgage and the BNTB Loan.

31. In my view, the Debt that concerned the parties in the correspondence and the Consent Order was as defined in the MDM letter, that is, the HSBC mortgage and the BNTB loan. It did not include the Loan made by Mrs. Wade to the married couple. During the hearing, Ms. Lee conceded that it could not be said that in respect of the figure of $1,611,136.66 in paragraph 3 of the Consent Order representing the secured jointly held debt, that the Loan was included in it. Further, she submitted that paragraph 5 of the Consent Order included the Loan as that paragraph stated that Mrs. Williams would be responsible for all expense associated with the FMH and shall be solely responsible for the land tax arrears owing. In my view, this is a weak and unsupported claim that the Loan was covered by that phrase as being an 'expense'. Therefore, in my judgment, I am not satisfied that the argument about Mrs. Williams taking over the Debt which included the Loan has a real prospect of success on the affidavit evidence as filed. Thus, I would not set aside the default judgment on this argument and evidence.

32. I remind myself of the principle in the Supreme Court Practice at 13/9/18 that if the defendant can show merits, the court will not prima facie desire to let a judgment pass on which there has been no proper adjudication. Thus, I am attracted to the argument that Mrs. Williams is estopped from seeking a contribution from Mr. Wade as the Consent Order was supposed to represent a clean break between the parties as set out in the recitals and paragraph 7 as a full and final satisfaction of all their claims for a number of things as well as "and of any other nature whatsoever" arising from or relating in any way to their marriage and/or their divorce. In my view, the use of the language "any other nature whatsoever" is wide enough and unqualified to include a claim for a contribution in respect of the repayment of the Loan. Therefore, this affidavit evidence is credible and presents strong evidence to support the claim of estoppel.

33. In order to succeed in setting aside a default judgment, Mr. Wade has the burden of proof of establishing that he has a realistic prospect of success. A realistic prospect of success is one which carries some degree of conviction, and must be more than arguable. In the circumstances, I am satisfied that the Mr. Wade has filed credible affidavit evidence demonstrating a real likelihood that he has a 'real prospect of success' on the claim for

estoppel in relation to the clean break provision of the Consent Order. Thus, in my view Mr. Wade has succeeded to discharge the burden of proof which rests upon him to establish that he has a real prospect of success in establishing his defence.

Conclusion

34. Although I rejected the application on the ground of delay, I do grant the application to set aside the default judgment dated 3 February 2023 on the ground that Mr. Wade has filed credible affidavit evidence showing a realistic prospect of success.

35. Unless either party files a Form 31TC within 7 days of the date of this Ruling to be heard on the subject of costs, I direct that costs of this application shall follow the event in favour of Mr. Wade against Mrs. Williams on a standard basis to be taxed by the Registrar if not agreed.

Dated 29 November 2023

HON. MR. JUSTICE LARRY MUSSENDEN
PUISNE JUDGE OF THE SUPREME COURT