

Read v Panzone & Anor

[2019] EWCA Civ 1662

09/10/2019

Barristers

Christopher Hames QC
Jonathan Evans
Harry Nosworthy

Practice Areas

Financial Remedies

This was the second appeal in financial remedy proceedings.

King LJ, who gave the leading judgment, noted that ‘This is yet another case where a highly educated couple with young children has engaged in lengthy, destructive and disproportionate legal proceedings... The costs to date are in excess of £500,000. The only substantial asset in the case, a flat in Panama (“The Panama property”), has a net value of only £298,377’

The Panama Property

In September 2007, H signed a contract for the purchase of an off-plan Panama Property. He paid a number of instalments towards the purchase price between 2007 and 2010.

In 2010, Kensington Realty Co S.A. (“The Company”) was incorporated. All 100 shares were issued to Mrs Read, reflected in a share certificate dated 28 May 2010 [13 & 17].

On 24 June 2010, the Panama Property was conveyed from the developers directly to The Company, H having paid the final instalment of the purchase price [21].

H produced various key documents for the first time during the course of the final hearing. This included three documents, all dated 26 February 2010. Each was in identical terms and recorded “Board Resolutions” which:(i) Authorise the issue of all the one hundred shares in the Company to Mrs Read;

(ii) Appoint the husband, wife and Mrs Read as corporate officers; and

(iii) Authorise the Company to acquire the Panama Property and the husband to “take delivery of the above property and sign the deed and other associated paperwork” [13].

The DJ was very surprised at the timing of disclosure, stating ‘I find it extremely curious that these important and relevant documents were only disclosed in the way they were’ [18].

The Resolutions appeared to be signed by all three parties, and although W first accepted the validity of the share certificate, she later had second thoughts and expressed her ‘grave reservations’ as to the

authenticity of the documents produced by H [19 & 20].

W maintained that at no time had there been any suggestion that the property would be a gift to Mrs Read, and in any event the parties were not in a position to make such a gift. [25]. W claimed that the beneficial ownership was held jointly between H and herself.

H's case was that Mrs Read (through The Company) held the beneficial ownership. H claimed that he had given his mother, as a gift, the funds used to buy the Panama property, although the funds had not actually been transferred to her in advance of the property [31]. H had taken responsibility for everything to do with the property, and during the hearing it was clear that H had not given Mrs Read any money at any time and the entire transaction, including payment, had been conducted by him...

To read the judgment in full, click [here](#).

Permission

