

Judgment 16/2003

**B v B
Royal Court
(Divorce file 4388)
31st January, 2003**

Matrimonial cause – application to give effect to an agreement between the parties that net assets injuncted be shared equally – whether this is equivalent to "an interim lump sum order".

The following is that part of Lieutenant Bailiff Brelsford's judgment which dealt with the preliminary question as to whether the Court could make an interim lump sum order:-

The Court has power to order either party to a marriage to pay to the other such lump sum or sums as may be specified in an order. No order for a lump sum can take effect until after a final decree and certainly the Court could not award an interim lump sum with the right to apply for more later.

It has been said however that the Court has an inherent jurisdiction to regulate the lives and affairs of parties to proceedings for dissolution before or after the final decree and that the Court can use this inherent jurisdiction to achieve a result equivalent to an interim lump sum. In addition an order for the payment of a lump sum may provide for the payment of that sum by instalments of such amount as may be specified in the order or for the payment of more than one lump sum. The Court should not allow a second lump sum to be achieved by some other proceedings as that would be inequitable.

In this matter however a final order has long since been made [in September, 1998] and it could be argued that an "interim instalment" lump sum has already been granted by the Act of Court of the 4th August, 1998, when in paragraph 3 the then Deputy Bailiff intimated that an order would be made in the terms of the agreement dated the 28th July, 1998, copy of which was annexed thereto and more particularly in paragraph 4 when it was ordered that the balance of the funds currently injuncted by the Royal Court were to be paid to the parties less the sum of £60,000. The present application is only to give effect to the principles already accepted by the Act of Court of the 4th August, 1998, namely that the parties should share the net assets equally.