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Love is patient; love is kind; love is not envious or boastful or arrogant or rude. It does not insist on its own way; it is not irritable or resentful; it does not rejoice in wrongdoing, but rejoices in the truth. It bears all things, believes all things, hopes all things, endures all things.

1 Corinthians 13.4-7

But does it...?

It comes as no surprise that Valentine's Day is a popular date on which proposals for marriage are made. Equally unsurprising is the wealth of advice online for those who may otherwise be struggling to know how, when or where to best 'pop the question'. In our highly curated world, you can even choose to have it filmed which, of course, does run the risk of it turning out to be a less of a rom-com than a black comedy if the proposal should be rejected.

So, at face value, it appears that our own pop culture would wish us, still, to believe in fairy-tale high romance. But, is the reality not rather more prosaic? Surely, the decision to marry is something which two adults should consider and talk about together over a

period of time, during which they may each reflect (and take advice?) on the choice they are making and its long-term consequences?

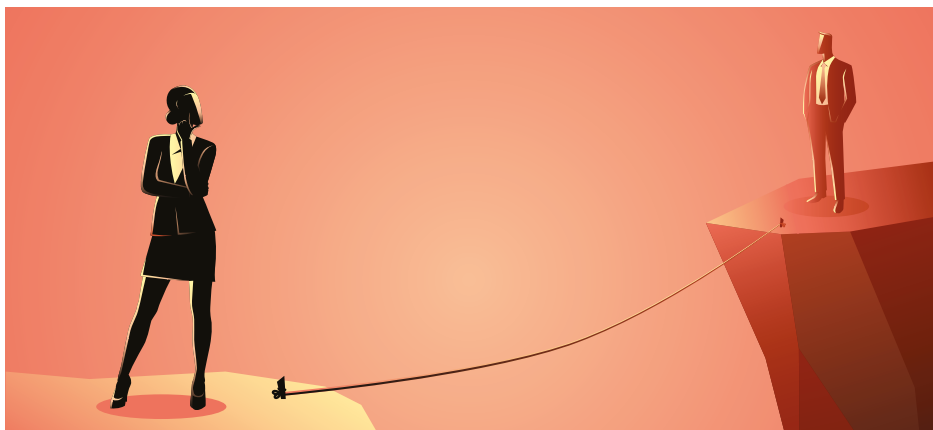
For although the self-styled proposal planners and romance experts (who appear to be a spawn of the sprawling wedding industry) focus on the moment, should some thought not also be given to the long-term implications for these two people of entering into a legally binding agreement.

For, it should be remembered that - as the law would have it - marriage is a partnership.

And, as any reader who has been in a partnership will know, exiting a partnership can be a potentially

controversial move, particularly if there is not a proper partnership agreement in place (by analogy a pre-nuptial agreement, if you will, although those documents are not for discussion today).





So let us look at two couples and in each case see whether accepting a Valentine's Day proposal would be a wise decision, if, instead of Cupid, a family lawyer has been invited to the party.

First, Geoff (aged 45) and Rebecca (aged 38) who have cohabited together for around 15 years.

Geoff is a self-made man with a large portfolio of investment properties worth in the region of £50 million (some, but not all, of which he has accumulated during the course of his relationship with Rebecca) and substantial pension funds. She is a nurse, but has not practiced for around 10 years. Geoff and Rebecca have three young boys aged 8, 6 and 1 and they lead a comfortable (albeit not ostentatious) life in a substantial property owned in George's sole name.

What should George have in mind when Rebecca proposes out of the blue on 14 February?

First, is the fact that once he and Rebecca are married, by reference to the "seamless" period of cohabitation preceding the marriage, the Family Court will aggregate the cohabitation with the length of the actual marriage. So, even if the marriage subsists only for, say, five years and there were then a divorce the Court would regard this as a long marriage of some 20 years. That factor alone, along with the three children and the family's standard of living will enable Rebecca to say that she benefits from a full sharing claim, and that all of the family's capital resources, including Geoff's pensions, should fall to be divided equally, however short the actual marriage and despite the fact that a large part of Geoff's wealth was made by him prior to their relationship, never mind the wedding day.

In short, Geoff must think twice before accepting or otherwise insist

gently upon a pre-nuptial agreement if he wishes to seek to protect wealth generated by him prior to the marriage.

For her part, Rebecca should be aware that for so long as she and Geoff remain unmarried she has no claims of her own for financial provision, despite the length of their relationship and her having given up her own career to care full-time for the children of the family. Nor does she have any interest in the family home, no ability to share in Geoff's pensions and no claim for spousal maintenance. If they were to separate, the only financial claims Rebecca may bring against Geoff are for the benefit of the children, which can include provision of a property (until the youngest has completed his tertiary education after which ownership will revert to Geoff), maintenance for the children and payment of school fees. In other words, a stark difference in financial outcome were the relationship to come to an end.

Next, let us look at Katie and Rob (who have no children together).

They are both in their late twenties and solicitors with jobs in City firms. They have been renting together for a year or so but are in the process of buying a flat. The flat will be owned jointly but Katie has some modest family money and savings to enable her to make a greater contribution. This unequal ownership will be recorded by way of a declaration of trust. Otherwise, they are a typical young couple who both enjoy good incomes, but spend most of their money on lifestyle.

When Rob proposes to Katie on Valentine's Day she is delighted. But, having a scant knowledge of family law from her training, she realises that their flat will become so-called 'matrimonial property' and that the longer the marriage subsists the less relevant her original unequal contribution will become in the event of a divorce. For his part, Rob believes that so long as

the marriage subsists for some little while then all that the two of them generate as a result of their partnership will likely to be divided equally on a divorce.

But, says Katie, hold on. Not if I have given up my career as a City solicitor to care full-time for our children. I may claim in, say, 20 years that but for that I would be managing partner by now and should be compensated for my relationship-driven career sacrifice and receive generous continuing spousal maintenance payments from you, Rob.

So, yes, love and marriage may be many things, but as Katie knows full well, in the heady world of English family law you may claim compensation for a life you chose not lead whilst yet receiving a fair share of the product of the life you did. Some might describe this as a veritable fairy-tale.

If they were not to marry, and remain childless, then on the breakdown of their relationship (whenever it was to occur) and a subsequent sale of the flat, Katie would as a matter of law be entitled to extract her greater share of the equity based on the declaration of trust. And, beyond this neither of them would have any financial claim against the other, and they would leave the relationship as they entered it, alone with whatever they each possess and their respective income streams.

And, as may be seen from our two couples, all is certainly not fair in love and war when you are considering the fact specific and stark differences which exist (and continue to be the subject of much misapprehension) in the financial consequences of couples choosing to either cohabit or marry and, indeed, having children together.

Who says romance is dead? Think carefully on 14 February before saying yes.

