

Neutral Citation Number: [2015] EWHC 3160 (Ch)

Case No: A30BM 165

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
BIRMINGHAM DISTRICT REGISTRY

Birmingham Civil Justice Centre
Bull Street, Birmingham B4 6DS

Date: 03/11/2015

Before :

HHJ DAVID COOKE

Between :

Margaret Rawlings	<u>Claimant</u>
- and -	
Andrew Denys Chapman (1) (as executor of the estate of John Francis Hopkins deceased)	<u>Defendants</u>
The Horse Trust (2)	
Society for the Welfare of Horses and Ponies (3)	

Nicola Preston (instructed by **Willans LLP**) for the **Claimant**
Caroline Shea (instructed by **Loxley Solicitors Ltd**) for the **Second and Third Defendants**

Hearing dates: 5-8 October 2015

Approved Judgment

I direct that pursuant to CPR PD 39A para 6.1 no official shorthand note shall be taken of this Judgment and that copies of this version as handed down may be treated as authentic.

.....

HHJ DAVID COOKE

HHJ David Cooke:

1. This claim is based on proprietary estoppel. In 1992 the claimant Mrs Rawlings (represented before me by Mrs Preston) paid substantial amounts of money towards the cost of building and fitting out a new house on farmland owned by the deceased, Mr. Hopkins, at Aggs Hill, Cheltenham. She alleges that she did so in reliance on promises, frequently reiterated, that "this will all be yours one day" or words to similar effect, which she understood to mean that he would leave her the house and an area of surrounding land in his will. He did not do so. Since Mr. Hopkins' death the land has been sold by the executor and she now seeks an award of an amount equal to its present value (£450,000) or such lesser amount as the court decides is appropriate to satisfy her equity. Importantly, she disavows any claim that the circumstances established any common intention that she should acquire an immediate equitable interest in the property by way of constructive trust. She denies that any money she paid was by way of loan, and makes no claim on any other basis. Her case thus stands or falls on the alleged proprietary estoppel.
2. Mr. Hopkins died on 19 October 2010. By his will made on 15 May 2009 he left money bequests of £5,000 each to four people (not including Mrs Rawlings) and the residue of his estate to such charities for horses as his executor, his solicitor Mr. Chapman who is the first defendant, might select. Mr. Chapman in due course selected two charities who are now the second and third defendants. Mr. Chapman was the only defendant originally named, and filed a defence denying that the representations alleged were made. Since then he has effectively taken a back seat, orders having been made by consent that the defence filed be adopted as the defence of the second and third defendants and that Mr. Chapman need take no further part in the proceedings, save as to costs. His witness statement was admitted as agreed evidence.
3. The charities, represented by Ms Shea, are thus the effective defendants. They of course have no contemporaneous or direct knowledge of the events in issue, but having investigated them they deny that the alleged representations were made, or that any representations were made that could reasonably have been understood as promises to leave the house to Mrs Rawlings after Mr. Hopkins' death. In summary, they say he was a notorious womaniser who had relationships with several other women before during and after his relationship with Mrs Rawlings and that his character and the nature of those relationships make it unlikely that he would have intended to give away his property to Mrs Rawlings, or to have said anything that could reasonably be understood as indicating such an intention. Further, they deny that Mrs Rawlings in fact believed she had been given the promise alleged, or that she relied on any such promise in making such payments as she may prove (none being admitted). Alternatively, if I should find that Mrs Rawlings is entitled to any relief, they submit that it should be limited to the return of such payments as I may find were made, that being, they say, sufficient to satisfy the equity established.

The law

4. Counsel were largely in agreement on the law relevant to proprietary estoppel in cases such as this, Mrs Preston accepting that it was accurately summarised in Ms Shea's skeleton and closing submissions, from which the following summary is mainly derived:
 - i) A proprietary estoppel arises where

- a) the owner of land induces encourages or allows the claimant to believe that she has or will enjoy some right over the owner's property;
 - b) in reliance on this belief, the claimant acts to her detriment to the knowledge of the owner;
 - c) the owner then seeks to take unconscionable advantage of the claim by denying her the right or benefit which she expected to receive.
- ii) Whilst it is convenient to examine these three elements as separate components, in fact they often interrelate and "the court must look at the matter in the round" (*Gillett v Holt* [2001] Ch 210 at 225).
- iii) There need be no promise of a specific right or identification of specific land, provided the promise is "clear enough" in the circumstances (*Thorner v Major* [2009] UKHL 18).
- iv) The belief of the claimant that she would obtain an interest in the property regardless of whether or not the owner meant to encourage that belief may found an equity but only where such belief was reasonable in the circumstances (*Thorner v Major*).
- v) The court has a discretion as to how any equity found should be satisfied, and does not necessarily do so by satisfying the terms of any promise found to have been made. The essence of the jurisdiction is to avoid an unconscionable result, and the court may conclude that it would not be unconscionable to renege on a promise if some lesser form of relief (such as monetary compensation for any detriment suffered) is given to the claimant. There was of course substantial disagreement as to whether that was appropriate in this case.
- vi) In considering what detriment the claimant has suffered, the court must take into account any countervailing benefits that she has received, such as residing in the owner's property rent free.
- vii) The claimant need not have acted in sole reliance on the promises made, as long as they formed a substantial element of her motivation. If it is shown that the claimant has in fact acted to her detriment and was encouraged to do so by the owner, the court will readily infer that she did so in reliance on his promise. However if it is shown that the claimant would have acted as she did in any event, no equity will arise.

Mrs Rawlings' case on the facts

5. I now set out the claimant's account of the facts in more detail, before considering the challenges made to it. I take this from her witness statement and her oral evidence. In support of her account Mrs Rawlings called evidence from her son Duncan and his partner Shirley Locke, and from her daughter Lisa. These family members were present at some of the occasions on which the representations relied on were made. She also called Mr. Pagon, a carpenter who had done some of the work she paid for, Mr. Macey (a friend of Mr. Hopkins) and Mr. Fry (a neighbour) and relied on the witness statement of Mr. Carr (another friend of Mr. Hopkins, unable to attend trial because of illness). These witnesses could not give direct evidence of the relevant

promises, but spoke of Mr. Hopkins' character and whether the alleged promises were consistent with it.

6. Mrs Rawlings first met Mr. Hopkins in 1949 when she was about 16 and went for riding lessons at his family farm. He was about 9 years older and had married (his wife was called Rachel) in 1948. They did not have any relationship then. She was married for 24 yrs to another man and had two children, Duncan and Lisa. Mr. Hopkins and Rachel separated after a few years but did not divorce. He was a strong Catholic and she knew he would never expect to divorce. They met again in 1980, by which time she was divorced and living at her house at Finchcroft Lane, Cheltenham (referred to as "Finchcroft") which was not far from Hewletts Farm, with Duncan (then in his early twenties) and Lisa (still at school). Mrs Rawlings was running, from Finchcroft, a business providing drivers on contract to the local authority in Cheltenham to transport disabled children to and from school.
7. A relationship began. Mrs Rawlings would not let Mr. Hopkins stay overnight at Finchcroft because her children still lived there. He lived at his own house called Meadoway but he visited Finchcroft every day, they ate many meals together as a family and went on family outings, particularly to equestrian and country shows and events. She and Mr. Hopkins went on a number of overseas holidays, at least once taking Lisa and Mrs Rawlings' mother. She produced photographs of such holidays between 1983 and 1988, the final one being to Barbados in 1988. On one holiday in Israel in 1985 they became engaged and he bought her a ring. She understood they would not be married while Rachel was alive and although Rachel was in poor health, Mrs Rawlings never met her and did not know how long she might expect to live.
8. Mr. Hopkins owned about 70 acres of land at Aggs Hill, on which he kept livestock and some horses. He also owned land at Gotherington Fields, near Meadoway, on which he kept sheep. His brother Michael lived on or near Aggs Hill (presumably not on Mr. Hopkins' land as there was no house on it) and helped to look after the animals there, though generally he and Mr. Hopkins did not get on. Michael's partner was Barbara Jupp, who gave evidence for the defendants. Michael died in 1987.
9. Mr. Hopkins had a heart attack in 1990. He stayed with Mrs Rawlings at Finchcroft for about 4 weeks and then returned to Meadoway as he needed to look after his animals. At about the same time in 1990 Rachel died and Mrs Rawlings and Mr. Hopkins began to discuss plans to build a house on the land at Aggs Hill where they would live together. He told her he and Michael had made a number of unsuccessful applications for planning permission for a house previously, she thought the last had been about ten years before. Her understanding was it had been for a modest house appropriate to his living alone, but had been turned down by the planners because it was too small.
10. Mr. Hopkins was not well organised in his personal life. His house at Meadoway was poorly looked after, he drove an old car and spent little money on possessions save that he always dressed well. He was not good with paperwork and accordingly she agreed to take charge of a further application for planning permission, making use of her contacts with councillors and others. This time the application would be for a larger property, intended both for them to live in and for her to run a B&B business. Mr. Hopkins insisted on using a particular builder, Wyvern Construction, but otherwise told her he had £100,000 available to spend on the project but that she would have a free hand to design the house and have it exactly as she wanted it "as all

of it would eventually be mine anyway. When he spoke like this he was talking about leaving the farm house to me when he died."

11. The application was made in 1991 and was successful. Mrs Rawlings then set about arrangements for designing and building the house. In her witness statement she said she assumed the £100,000 would be sufficient to finish the entire project. It was "John's entire budget to take the build to completion". Duncan had been closely involved in managing the project on site. Mr. Hopkins had dealt with payments to Wyvern but Duncan handled most other arrangements, apparently acting in effect as project manager. Mr. Hopkins had only been interested in the layout to the extent that it must have a tack room for his saddles and other equipment and a small room near to it for him to sleep in. The rest of the house he left entirely to her. She specified a very large and well equipped kitchen and four bedrooms, each with en suite facilities, such as could be used for B&B accommodation. Whenever Mr. Hopkins was asked about the design or fitting out of the house, other than his two rooms, he would refuse to get involved, telling Mrs Rawlings "do as you wish, it's all going to be yours anyway" or similar words.
12. In about March 1992 Wyvern Construction ceased working on the site and went into insolvency. She learned, presumably from Mr. Hopkins, that although he was paying in stages he had paid the whole of the £100,000 price to Wyvern although the work was far from complete. At this point Mr. Hopkins asked her to provide financial assistance to complete the house, being reluctant to spend any more. He again assured her that one day it would all be hers "leaving me in no doubt that he intended that I would inherit the house" and on that basis she agreed to assist.
13. She had provided money initially from savings but then was forced to sell Finchcroft. She said in her witness statement that she had transferred her legal interest in Finchcroft to Lisa in 1988, raising funds that were used to buy an investment property. Lisa had not paid the full price and Mrs Rawlings continued to live there. In 1992 she put the property on the market but there was little interest so it was agreed she would sell it to Duncan and his partner Shirley Locke. They raised a mortgage loan of £70,000 which was paid to Mrs Rawlings to invest it in the farmhouse. She had spent all or substantially all of it on completing and fitting out the farmhouse.
14. Mrs Rawlings did not have any contemporary documents to show what she had spent. In her witness statement and in response to questions she provided a list of purchases as best as she could remember. She said that Duncan had opened an account with a builder's merchant, Bence, and although there were no contemporary documents such as invoices or statements on that account, Duncan enquired and obtained a letter from Bence in the name of a director (bundle D/ tab 59). It is unsigned and undated and states that supplies including building materials kitchen units and white goods were made "during 1991... The information we have would indicate an overall transaction value of £39,000 approx excluding VAT." Mrs Rawlings relied on this as evidence she had paid £45,825 (including VAT at 17.5%) to Bence.
15. Mr. Hopkins had moved into the farmhouse at or about the time Wyvern ceased work, so in or soon after March 1992. At that point his two rooms were built, though the plumbing and electrics were not finished, the kitchen bedroom and bathroom furnishings were not installed, some internal partitioning and plastering remained to be finished as did internal joinery such as doors and architraves, together with decorating. He was prepared to live in such conditions (which were still better than

his squalid house at Meadoway) but Mrs Rawlings was not. She paid about £10,000 to Mr. Pagon, a carpenter, and a Mr. Locke, a decorator for work and materials in completing these works, plus additional amounts for furniture. Again there are no contemporary documents.

16. No firm figure was put on the total expenditure. The case at trial was put on the basis that she had spent the whole of the £70,000 provided by Duncan and Shirley's mortgage, which included the amount paid to Bence and some but not all of the £10,000, so there would have been in addition the remainder of the £10,000 plus what was spent on furniture (both unquantified).
17. Mrs Rawlings said she moved in around the end of 1992 or early 1993. Most of the work had been done by then though some second fix items and decorating remained as did outside landscaping. Mr. Hopkins continued to reassure her that one day the property would be hers. She referred to a particular occasion in 1993 when sitting at breakfast with Duncan looking out at the paddock behind "as John often did with a sweeping gesture of his hands to include the house and what was outside [he] informed me that one day this would all be mine. As we were living in the farm house at the time it was obvious he meant on his death."
18. A major difficulty with occupying the house however was that it had no mains water supply, relying on water from a well. In her witness statement Mrs Rawlings said it became apparent this was not sufficient and she at times found it intolerable and would often visit friends and relatives to wash and shower. They would at times have to bring water to the house by tractor, or drive into town to collect water. In her oral evidence she said that a washing machine and tumble drier she had bought had never been switched on as there was no water for them, and that baths and showers could not be used. Mr. Hopkins was prepared to tolerate this state of affairs. She had enquired of the water company and been quoted £22,000 to provide a mains supply. She "could not easily afford to pay this sum" and Mr. Hopkins was "unable and unwilling" to provide more money to do so.
19. Mrs Rawlings then realised the B&B business could never be viable. She ceased to have a physical relationship with Mr. Hopkins, on account she said of his age and personal hygiene. In about 1994 a woman called Sue Mustoe ("Sue") began to live on the land, initially in a caravan. Mrs Rawlings realised Sue was having a sexual relationship with Mr. Hopkins, and at some point she moved into a bedroom at the farmhouse. Mrs Rawlings however "remained with John at the farmhouse for several years" on friendly terms with him and coming to like Sue. Mrs Rawlings was relieved, she said, to be able to avoid a continued sexual relationship. She realised they were not going to be married but maintained a "close and affectionate" relationship.
20. In about 1996 Mrs Rawlings decided to spend school holidays in Devon. She was still running the school transport business in Cheltenham but it did not operate in the holidays. She still stayed at the farmhouse during term time and left belongings in a bedroom there. Mr. Hopkins visited her in Devon during most holidays, staying a few days at a time as he needed to get back to look after his animals. His visits became less frequent from about 1998 or 1999 "only visiting on around two or three occasions from this point, but I would still visit John when I was back in Cheltenham and when I was in Devon we would frequently speak on the telephone." The "two or three occasions" appears to be a total, and not an annual figure.

21. In about 2001/2 Mrs Rawlings retired from the transport business and started to spend "even more time in Devon". She maintained telephone contact with Mr. Hopkins and "would visit John when I returned to Cheltenham every two or three months". In October 2010 she was told by Barbara Jupp that Mr. Hopkins was ill in hospital. She travelled up to visit him there. He died on 19 October 2010.
22. I shall deal with the evidence of the defendants' witnesses and the claimant's supporting witnesses in the course of considering the various heads of challenge to the claimant's account. There are two other strands of evidence that I should mention now, to set the scene for that consideration.

Legal Advice

23. Firstly, in September 1992 Duncan consulted a solicitor, Mr. Mills, at Willans, the firm now acting for Mrs Rawlings in these proceedings. Her evidence was that he was concerned about her position though she was prepared to trust Mr. Hopkins and rely on his assurances to her. The documents disclosed include a number of letters and file notes relating to that consultation and others later.

24. A file note of 22 September 1992 (D/22) includes the following:

"Telephone in [from] Duncan Rawlings. His mother lives with a man who owns a property known as Hewletts Farm...he has owned the land for some time. He then built a large house on it. His mother went to live with this chap but he was not prepared to have the property finished off as he had no more money. If she wanted it done she had to pay for it.

He is not prepared to sign anything giving her an interest in the property.

She has spent a considerable sum of money in helping to finish off the work in the property. What can she do to protect herself?

I explained that the owner probably now holds the property on trust for the two of them but there is nothing to stop him selling it without her consent. In the absence of any agreement she is going to have to prove her interest by other means. She therefore must keep a file with a careful note of everything that has been spent on the property. Duncan said that there were a number of invoices and delivery notes made out in the name of either his mother or himself. I confirmed that everything like this should be kept and they should obtain copies of all relevant cheques from their bank- in short anything that would help create the appropriate trail..."

25. On 1 December 1992 Mr. Mills wrote to Duncan (D/24) to say he had established that the property was not registered, and that he would register a "general equitable charge" (Class C III land charge) against it. He said "I cannot guarantee that this will secure your mother's interest, but in the circumstances it is the best we can do, unless he can be persuaded to put the property into their joint names."

26. A file note of 4 December 1992 (D/25) includes the following:

“Telephone in [from] Duncan Rawlings...

Wyvern Construction were building the house...however the company stopped working and Hopkins ran out of money to complete the property.

As a result his mother, who wants to continue to live there, has put about £20,000 of her own money into the fabric of the building and needs to spend about £2,000 more to carpet the place.

I confirmed that by registering a CIII charge Hopkins would not be alerted...

I stressed that by registering a CIII charge I was not necessarily securing his mother's future interest, which would best be done by means of a transfer into their joint names (with a declaration of trust). They really need to keep up gentle pressure on Mr. Hopkins to agree to one of these things. If he died without leaving a will it could be a real problem to prove that this money is due to Mrs Rawlings, even though she has kept all the invoices.”

27. The application for the land charge (D/26) was dated 8 December 1992 and gave as the Particulars "Loan made by the Chargee to the Estate Owner in 1992 to assist with the construction of Hewletts Farm House". No amount was stated. Mrs Rawlings said she had not told Duncan that her payments were a loan, and Mr. Mills's notes do not indicate that Duncan told him they were a loan. It would appear that Mr. Mills may have considered that was the best way of characterising them, for the purpose of setting up some sort of potential claim by Mrs Rawlings.

28. On 15 December 1992 (D/28) Mr. Mills wrote to Mrs Rawlings herself saying:

“Following various discussions with Duncan I confirm I have registered what is known as a "C(III)" entry... in respect of Hewletts farm house.

At best this will only provide limited protection of your financial stake in the property, but it is the best I can do in the circumstances.

If you can you should try and persuade Mr. Hopkins to transfer the property into your joint names (perhaps with a trust deed identifying the size of your respective interests) or to give you a mortgage over the property...

I ... enclose a note of my charges”

The bill enclosed [D/29] was addressed to Mrs Rawlings, not Duncan.

29. On 14 January 1999 Mrs Rawlings and Duncan both went to see Mr. Mills; in part in relation to her property in Devon but also concerning Hewletts Farm. Mr. Mills' note of that discussion (D/32) includes the following:

“Mrs Rawlings reminded me of previous occasion that we had advised her about her relationship with the farmer John Hopkins and the property at Hewletts Farm...

She continues to stay at the farmhouse from time to time, despite the fact that there is no proper water supply-there is a dribble occasionally from a well-and the building itself is deteriorating. The squirrels are eating the carpet and the Lino floor. Rats are in the building and have been chewing up the insulation in the washing machine that she put in, which has not been used for lack of water.

Mr. H has a young girlfriend living in from time to time... he is in constant trouble with the police and his neighbours... he simply takes no notice of anything or anyone and always seems to get away with it.

She is really hanging in there because she wants to continue somehow to sustain her claim for money that she has spent on the property.

Most of this was spent about 8 years ago in helping to build the property from scratch. Primarily her contributions were in respect of the carpets, tiling, painting, fitting the kitchen units (labour), some electrical work and the fitted cupboards and the bedrooms. She thinks the total value is between £15-20,000.

H has offered to pay her £2000 for the carpets.

If we sued him and got a judgment she thought he would simply ignore it and it would be very difficult to enforce the judgment.”

30. Mr Mills agreed to consider with his litigation department whether anything further might be done, but on 7 June, 1999 he wrote (D/33) saying he did not think there was.
31. Mrs Rawlings' case was put on the basis that she had not authorised Duncan's approach to Mr Mills for advice, and that in so far as he had given figures for the amount of her spending on the property he did not know the true figures, which she had wanted to conceal from him because she was embarrassed about the amount. I do not accept this; it may have been Duncan's initiative to obtain advice but I have no doubt that Mrs Rawlings knew of it and participated in it. She accepted that Duncan had told her the advice of Mr Mills had given and that she knew that a Land charge had been registered, and said that she had discussed that with Mr Hopkins, at which he had shrugged his shoulders and said that it was of no significance. Mrs Rawlings presumably received the letter that Mr Mills wrote to her, and did not object to the fact that his bill was addressed to her. When she went to see Mr Mills, she herself referred to the previous advice as having been given to her. She gave her own figure to Mr Mills in 1999 as to the amount she had spent. When asked about this she sought

to say that she had only been referring to part of the amount spent, but I do not believe that explanation; she was plainly being asked by Mr Mills about the total and how it was made up and there would be no reason for her to give him only a partial figure.

32. Duncan was closely involved in the building project in 1992 and in a position to know for himself how far the building was completed and where his mother was living. It is apparent from what he told Mr Mills in September of 1992 that Mrs Rawlings had by then moved into farmhouse (rather than in late 1992 or early 1993 as she said) and even if some items may have remained to be finished, it must be assumed that the work she said she required to make it acceptable to her to do so by then had been substantially complete. This is supported by the fact that her own estimate of the amount of her spending, over six years later after it had been fully concluded, did not exceed the amount that Duncan told Mr Mills in December 1992.

Correspondence after Mr. Hopkins' death

33. After Mr Hopkins' death, Mr Chapman was in correspondence with both Duncan and Mrs Rawlings in relation to the claim that she intimated against the estate, and arrangements for the removal of her personal effects, some of which remained in a bedroom at the farmhouse. The defendants rely on this correspondence as supporting their contention that Mrs Rawlings did not initially have any expectation that she would inherit the farmhouse and only came to formulate her claim in terms of a promise having been made to her to that effect several months later. I will refer to the terms of this correspondence in some detail later.

The evidence in support of the claim

34. It is of course for Mrs Rawlings as the claimant to prove that the representations she alleges were in fact made, and that she reasonably understood them to amount to promises to leave the farmhouse to her on Mr Hopkins' death. In cases such as this is the exact words used, the context and the intention behind them can be critically important, and of course it is difficult to make findings of fact about these matters where the representations were all oral, they were made many years ago, and they have not been recorded in any way since. The court must in my view be appropriately cautious in assessing witness evidence in relation to such representations. The most honest and genuine witnesses are bound to have difficulty in recollecting exactly what was said over such a long period of time, and may come, perhaps unconsciously, to believe that it must have been in accordance with what they believe ought to have been said, or to correspond with subsequent discussions that they may have had with relatives or other interested parties. The need for caution is even more important in circumstances where the representor is dead or otherwise unable to give evidence and the witnesses who were present at the time have an interest in the outcome. Even if they do their best to recall accurately what was said, they may come to persuade themselves that the words used must have been such as would now support their case.
35. In the present case, I do not, unfortunately, believe that Mrs Rawlings has been able to give me a full and candid account of her relationship with Mr Hopkins and the circumstances in which she came to spend money in relation to the building and fitting out of the farmhouse. Ms Shea was prepared to accept that Mrs Rawlings had done her best to assist the court, and that any failings in her evidence were due to her inability to remember matters after so long. I certainly accept that Mrs Rawlings did have difficulty in recalling matters accurately and in detail, and also that in certain respects, particularly in her description of Mr Hopkins' character, she was very frank

and candid. I am not however persuaded that lapse of time and poor memory are sufficient explanations for all the difficulties I have in accepting her account. I propose to consider the facts and evidence under a number of headings, before coming to an overall conclusion.

Mrs Rawlings' relationship with Mr Hopkins

36. Mrs Rawlings' pleaded case, her written evidence, her response to questions and her disclosure gave a very vague picture of her movements and business interests from the mid 1980s onwards. The overall impression was that she had lived in Cheltenham until at least 1998 although from about 1996 she began to make visits to Devon during the school holidays. She gave a very sketchy description of a transaction in 1988 in which she transferred her house at Finchcroft to Lisa, leaving part of the purchase price outstanding, in order to raise funds to buy "an investment property". She said that when in Devon she stayed at "her property in Devon" and later at "a rented property". Part 18 questions intended to obtain more detail of these arrangements were either sparingly answered or rejected on the basis that they were said to be irrelevant to the issues in the case. Questions about Lisa's mortgage were dismissed with the response that Mrs Rawlings "was not a party to the mortgage".
37. What emerged at the trial however showed that the picture Mrs Rawlings had given was very economical, and the full background was in my view plainly relevant to an assessment of the circumstances of her relationship with Mr Hopkins.
38. The transaction with Lisa involved Finchcroft being sold to Lisa for a stated consideration of £90,000. Mrs Rawlings gave no exact date of this transaction, but an undated completion statement is in the bundle at D/16. Of this amount, however, only £40,000 (less costs of £1285) was ever paid, being the amount of a mortgage advance made to Lisa. This transaction was effectively a sham; all the family members regarded the house as still belonging to Mrs Rawlings and she (not Lisa) paid the instalments due under the mortgage. Mrs Rawlings was therefore in a position to answer any questions about it but chose to suggest that she could not.
39. At the start of her cross-examination, Ms Shea put to Mrs Rawlings a number of documents she had obtained from online Land Registry searches in relation to Finchcroft and two properties at Seaton in Devon, Pembroke House and Picton House. Mrs Rawlings said that she had bought Pembroke House in December 1987, jointly with Duncan. That was the "investment property" she had referred to. It was also the one she referred to as "her property in Devon". It was a large property, with approximately 1 acre of grounds. She said it was expensive to buy and maintain. It must follow that the sale of Finchcroft to Lisa took place in 1987, not 1988. It is apparent that other borrowings were required for the purchase; a mortgage of Pembroke House to Bradford & Bingley was registered on 21 December, 1987 and a further charge, presumably to secure further advances, on 2 October, 1989.
40. In 2004 (Mrs Rawlings could not remember the exact date, but from the Land Registry entries it must have been on 7 October 2004) Duncan and Shirley bought Picton House, a newly built property near to Pembroke House and she moved from Pembroke House into Picton House. She transferred Pembroke House into Duncan's sole name in June 2006. This cannot have been an arms length sale because the registry entries do not include a stated price but only a value given for stamp duty purposes of between £200,000 and £500,000. Since then she has occupied Picton House as a tenant, paying what she referred to as a nominal rent to Duncan and

running her own B & B business from it. This therefore is what she referred to as "a rented property".

41. Mrs Rawlings said that she had started a language school at Pembroke House in 1988, which she ran for approximately 6 years. She described this as "purely seasonal", by which I assume she meant that it operated only in term time. She said she had also operated a holiday lettings business, managing the letting of other people's property. After she had closed the language school she initially only operated the holiday lettings business, but then used part of Pembroke House for B&B accommodation. She kept a bedroom with a toilet in Pembroke House, but said she used the communal kitchen.
42. Pembroke House could not therefore conventionally be described as an "investment property". Mrs Rawlings was not asked specifically how much time she had to spend in Devon to run these businesses, but it is not likely that she could have done so entirely remotely from Cheltenham. It is unlikely therefore to have been the case that after the beginning of 1988 she was living full-time at Finchcroft in Cheltenham and being visited every day or most days by Mr Hopkins as she said.
43. Another indication that this account cannot have been correct came from the evidence of Mr Pendry for the defendants. He met Mr Hopkins in about 1986, at which time he said he knew that Mr Hopkins was in a relationship with Mavis Cox, Mr Pendry's mother. He got on well with Mr Hopkins, through their shared interest in horses. His impression was that his mother and Mr Hopkins lived almost as man and wife, and that although Mr Hopkins owned a number of pieces of land with animals on in the Cheltenham area he spent most of his nights at his mother's flat. He knew that Mr Hopkins owned his own house, but he described this as "like a hovel and my mother refused to go there". Between 1986 and 1988 Mr Pendry was stationed in Germany with the Army, but in January 1989 he and his wife moved to Windsor. He visited his mother regularly; in answer to cross-examination he said two or three times per month. He saw Mr Hopkins regularly at his mother's property, which he said was full of his clothes and furniture. They had, he said, lived together for almost 4 years. He rang regularly to his mother's house and often spoke to Mr Hopkins there on the telephone. He said that Mr. Hopkins and his mother were making plans to build a house on the farm at Aggs Hill at which they both intended to live, and that she had assisted him with making planning applications. They intended to build "bigger rather than smaller". He had heard no reference to any intention to establish a B&B business and had no recollection of having met Mrs Rawlings or hearing Mr Hopkins speak of her. He was however aware that "John had a lot of lady friends".
44. Barbara Jupp gave evidence that she had looked up the history of planning applications at Hewlett's farm on the council website and was aware that unsuccessful applications have been made in 1988, 1989 and 1990, prior to the successful application in 1991. These applications were not made with Mrs Rawlings, and are consistent with Mr Pendry's evidence that Mavis Cox was assisting Mr Hopkins to make such applications during the time they were living together. They were much later than Mrs Rawlings had said. It would be surprising if she did not know about them; she said herself that she had had the records of the previous applications and one might expect that she would have wanted them in order to establish what would give a better chance of success in the new one.
45. Mavis Cox died in March 1990. Mr Pendry kept in contact with Mr Hopkins, hunting with him on a number of occasions and visiting him at the farmhouse. Although he

did so whilst the property was being built, he does not seem to have met Mrs Rawlings or Duncan at the time. He thought the house was quite large but shoddily built, and recalled that Mr Hopkins was living in only one of the rooms. All this was consistent with the fact that he knew Mr Hopkins to be "a skinflint" with money. Mr Hopkins discussed with him his intention that the land and house at Hewlett's farm would become some sort of rest home or sanctuary for horses, and tried to persuade Mr Pendry to leave his employment and run this operation for him. Mr Pendry refused, because he did not think the property was suitable and in any event was by this time in secure employment with the Royal household.

46. Mr Pendry said that in the years after his mother's death, Mr Hopkins had a string of girlfriends, some of whom he had met, though none of the relationships seemed particularly serious: "he seemed to have women coming and going all the time, and he always seemed very casual in his attitude to his various girlfriends." He remained in regular telephone contact with Mr Hopkins until his death, and was evidently regarded as among his closest friends, since he was asked by Barbara Jupp to deliver the eulogy at his funeral.
47. I accept Mr Pendry's evidence. It shows that between 1986 and 1990 Mr Hopkins had at least as close a relationship with Mavis Cox as he had with Mrs Rawlings. It is likely in fact that it was significantly closer, since during this time he was spending most of his nights at Mavis Cox's property whereas on Mrs Rawlings' own evidence he was not staying at her house and she would not visit him at his. The regularity of his presence at Mavis Cox's house is not consistent with the amount of time Mrs Rawlings said he spent at Finchcroft. I think the likely explanation is that, at least from 1988 onwards, Mrs Rawlings was spending a substantial amount of time in Devon.
48. A further indication that the relationship between Mr Hopkins and Mrs Rawlings was not as close as she made out, at least after 1988, came from a letter that she disclosed part way through the trial. It is handwritten by Mr Hopkins to her, and carries no date. She was recalled and asked questions about it. She said she thought it must have been written in 1988, because it refers to Lisa returning from a trip abroad, which she thought was to Colombia in 1988. It also refers to a holiday, and the last holiday that she and Mr Hopkins took together was to Barbados in 1988. This letter includes the following:

"My Darling Margaret

... It was great to get your phone call last night. Just hope that next Saturday I might be lucky and have your company as well...

Sweetheart today will be the first day for nearly a fortnight we haven't been together and I [am] going to make a wish that it will be the last for a long long time.

In the shop today when I held you in my arms you seemed so close and I had the feeling you wanted me too. Perhaps this could be the turning point back to those wonderful months before our holiday.

Darling please give me all the warmth of your love.

I need you so much

John”

49. Questioned about this, Mrs Rawlings initially was reluctant to accept that it indicated any difficulty in their relationship. Eventually however she said "maybe we had a disagreement over something". I do not think she was being candid about this; she said it was not common that Mr Hopkins wrote letters to her and I do not think it is likely that she would have forgotten the occasion that gave rise to a letter such as this. It is evidently written on the day after they returned from holiday during which there has been some serious disagreement as a result of which Mr Hopkins is not sure when he will see Mrs Rawlings again. He is trying to make things up, hoping that there might be "a turning point".
50. Exactly what happened after that is not clear from the evidence before me. Mrs Rawlings accepted that they had not gone on holiday after the visit to Barbados, but when asked did not in my view give any satisfactory explanation for that. She said that "perhaps" it was because Michael Hopkins had died and was no longer available to look after the animals. That cannot be the reason because Michael died in 1987, and there was at least one holiday (Mrs Rawlings thought that might have been more than one) in 1988. Given the number of holidays abroad they had in the years leading up to that, I cannot believe that Mrs Rawlings was not aware of why they came to an end. It may be consistent with her increasing business interests in Devon from 1988 onwards.
51. Mrs Rawlings said she was not aware of Mr Hopkins having had any relationship with Mavis Cox and that although Barabara Jupp had told her this was the case Mr. Hopkins had denied it and said Mavis was only his bookkeeper. It would be consistent with all the evidence about Mr. Hopkins that he might deny the allegation, but I do not accept that Mrs Rawlings in fact believed him. Barbara Jupp gave evidence, which I accept, that she knew about Mr Hopkins' relationships with both Mavis Cox and Mrs Rawlings, and that of the two she thought his relationship with Miss Cox was the more serious. Furthermore, she knew from her own conversations with Mrs Rawlings that she was perfectly aware of Mr Hopkins' relationships with other women, and in particular with Mavis Cox, having heard Mrs Rawlings tell Mr Hopkins that "she thought the way he was treating Mavis was appalling. I saw Margaret being quite scathing about John. She didn't seem to have any qualms about that." Ms Jupp was not challenged on this evidence.
52. It may be then that when Mr Hopkins came to stay at Mrs Rawlings' house to convalesce in 1990 this was something of a rekindling, following the death of Mavis Cox, of a relationship that had been more distant since at least 1988.
53. Mrs Rawlings was also in my view rather vague about the course of her relationship with Mr Hopkins after the house was completed. It must have become very quickly apparent to her once she had moved in that the water supply was inadequate, even if she had not known this before. She was unable to shower, take a bath or use the washing machine. I do not think it is realistically likely that she would have been prepared to live in the farmhouse as her main home for very long in these circumstances, or that she would have been prepared to make do for long periods by visiting friends to wash at their houses as she described. It is quite possible, in my view, that she still spent a substantial amount of time at Finchcroft, which was nearby and in which she still had an interest, as appears below.

54. The circumstances Mrs Rawlings described in which Sue Mustoe came to live at the farm and move into the farmhouse, having a sexual relationship with Mr Hopkins although, on her account, Mrs Rawlings continued to live there and have a close relationship with Mr Hopkins would be unusual, although not impossible to believe. In an e-mail to Mr Chapman dated 28 June, 2011 (C(i)/17) Mrs Rawlings said "It was well known that John had various lady friends who would live with us at the house from time to time ...". In cross-examination, she accepted that these were "lady friends" with whom he had relationships.
55. Her account is generally unspecific as to dates, and gives the impression that her relationship continued for some years after 1992 and only gradually changed. In cross examination she said that she had had a "monogamous" relationship "in the early 80s" and that this had changed "when Sue came, in 1993 I think... Situations change. When I found the water problem intolerable I was no longer so interested in John and glad someone else satisfied his needs". So it seemed she was moving towards accepting that the relationship began to be less close fairly soon after the work on the house stopped, sometime in 1993. To the extent she settled into an acceptance that her relationship was not exclusive she was acknowledging that aspect of Mr. Hopkins' character. It is clear he continued to maintain multiple relationships; his niece Ms Mullan gave evidence that in the 1990s and after he had long term simultaneous relationships with both Sue Mustoe and Catherine Holder, known as Lyn, to the extent he took both on holiday at the same time. At his death, three bedrooms in his house were occupied by belongings of Mrs Rawlings, Sue Mustoe and Lyn Holder respectively.
56. It is I think clear that by 1999 at the latest Mrs Rawlings was only staying at the farmhouse on a very occasional basis-that is what she told Mr Mills in January 1999, and the tenor of his note is that this state of affairs had been in place for some time: "she continues to stay at the farmhouse from time to time, despite the fact that there is no proper water supply...".
57. I accept that Mr Hopkins and Mrs Rawlings had become engaged in 1985. A number of the witnesses on the defendants' side said that they were not aware of any such engagement, but Mrs Rawlings said that they had not broadcast the fact. Mr Fry, Mr Hopkins' neighbour, however said that he was aware of the engagement. It does not appear however that any concrete steps were taken to pursue marriage plans after Rachel's death in 1990. Mrs Rawlings said that they had discussed a possible future wedding and where the reception might be, but there is no evidence that these discussions were taken any further.
58. The evidence is not sufficiently clear for me to be able to reach firm conclusions on all of the facts relating to the course of the relationship between Mrs Rawlings and Mr. Hopkins, and of course it is not strictly necessary for me to do so to decide the issues in this case. The discrepancies and lack of frankness in Mrs Rawlings' account however cause me to have doubts whether I can rely on her evidence when it comes to the more crucial elements of the case.

Mr Hopkins' character

59. Mrs Rawlings described Mr Hopkins as being personally very charming and attentive, always being well dressed and generous in a social context, for instance on the holidays they took together, and when out with friends, when she said he was always first at the bar. In other contexts however he showed a different character. He never

sold or gave away any property, so his land was cluttered with old machinery he had bought over the years. He would not spend money on maintaining his house at Meadoway, and was content to live there, and at the farmhouse, in conditions of squalor. His personal hygiene was poor. He allowed the house to become infested by rats. He took pride in obtaining out of date food from supermarket bins and shops, sometimes saying it was for his cattle but then eating it himself. He allowed a noisy motorcycle club to hold events on his land, ignoring or evading attempts by the Council and police to stop him. He repeatedly and deliberately let his animals onto his neighbour Mr. Fry's fields to graze.

60. Mrs Rawlings said "he was socially generous but in other ways mean. He didn't like paying farm hands if he could get something for free. He was manipulative. If he could get away with anything he would. He'd say 'always draw people to you'. He didn't believe in giving anything away or selling it". When she was asked about his reaction when told that she had registered a land charge, which he had waved away as inconsequential she said "that was his way. He was manipulative and charming. He was evasive about money, evasive about joint names, he refused to do it."
61. All the other witnesses who knew Mr. Hopkins agreed in essence with these descriptions of his nature.

The building contract and Mrs Rawlings' financial contributions

62. There is no documentary evidence relating to the contract between Mr. Hopkins and Wyvern Construction, other than a set of drawings. It may not even have been in writing. Mrs Rawlings says she thought it was for a fixed price of £100,000, but that seems to have been only because Mr. Hopkins told her that was how much he was willing to spend. She said that Mr Hopkins had foolishly paid the full amount when not all the work had been done and Wyvern then walked off the site and went into liquidation; there is again no documentary evidence to confirm that, and it seems somewhat at odds with Mr. Hopkins' unwillingness to pay for anything he did not have to that he would knowingly have either paid a substantial sum in advance or parted with the whole contract price when work was outstanding.
63. Duncan told Mr. Mills that Mr. Hopkins had "run out of money to finish the project". It may be that he had no more money, or simply (as Mrs Rawlings seemed to think) that even if he had he simply refused to spend any more. Ms Jupp certainly believed that Mr. Hopkins had other assets he could have used if he had wished. Duncan said in his witness statement that Mr. Hopkins had dealt with all the payments to Wyvern, and had told him that he had paid them the full contract price. He did not say what that was.
64. Mrs Preston submitted that Mrs Rawlings had in fact paid the majority of the construction cost, because she had paid £70,000 (or more) and although Mr. Hopkins had paid £100,000 the value of the work done by Wyvern was no more than £50,000. As to the second part of that comparison, it depends on (a) Mr. Hopkins having actually paid £100,000, which figure can only be indirectly derived on the basis of the unsatisfactory chain of assumptions above and (b) a further inference from Ms Jupp's evidence that Mr. Hopkins had told her that he "had lost about £50,000" with Wyvern that the value of the work they completed was only £50,000. There is no evidence of any assessment of this value, for example by a quantity surveyor, either in 1992 or now. It is most unlikely that it was effectively only half the contract value given the relatively advanced stage of the build that Duncan testified to. If Mr. Hopkins thought

he had overpaid by £50,000 for the value of work done, there is no indication how he came to that view, and it would be most surprising given his character if he would have knowingly paid that amount in advance. He may equally have meant that he feared it would now cost £50,000 to get a different builder to finish the house, which is a different thing. That remark is far too flimsy a basis for any valuation of the work Wyvern had done.

65. Mrs Rawlings gave the impression that Wyvern's leaving site was because of their insolvency. There are no documents referring to an insolvency, and Duncan did not apparently mention one to Mr. Mills in 1992. His witness statement says only that Mr. Hopkins had told him he had heard that Wyvern had ceased trading. He appears to have said the same to Ms Jupp and Ms Mullan, but they have no direct knowledge. It seems that Mr. Hopkins kept his cards close to his chest in relation to his dealings with Wyvern. What he told Duncan and the others may not have been the full story.
66. It appears that in fact there was some dispute between Mr. Hopkins and Wyvern; after they left site he (and Duncan on his behalf) sought to involve the NHBC in resolving this dispute and to obtain a NHBC guarantee for the farmhouse although the registered builder had not completed it. A letter from the NHBC in January 1993 (D/30) says "as you may be aware attempts have been made to resolve the dispute between Mr. Hopkins and Wyvern Construction on site...". It does not appear from this that Wyvern could have been in insolvency by January 1993, so the operative cause of their ceasing work the previous March is more likely to have been a falling out with Mr. Hopkins. What exactly the dispute was cannot be told at this distance, but it is reasonable to suppose that it would have centred on how much if anything they would be paid to finish the job.
67. Duncan said in cross examination that he went to see Mr. Mills because he was concerned at his mother's position. He accepted that this was because he distrusted Mr. Hopkins "on that issue" and that his concerns had been growing for some time. Ms Shea put it to him that this was because Mr. Hopkins had said he would put no more money in, which Duncan accepted. He then said "it left her to put more money in. She was committed, if she'd walked away she'd have lost what she had put in". Asked what had been already put in, he said that the account with Bence had been set up from the beginning of the project and that Wyvern had used it for supplies of aggregates. Though Mr. Hopkins had paid Wyvern he had not been willing to pay the Bence account. Duncan had asked him to do so (he could not recall whether this was before or after Wyvern left site) but he refused. He said he had set up the account because Mr. Hopkins had no credit history, and told Mr. Hopkins it could be used. He had done so trusting that either Mr. Hopkins or his mother would pay the costs.
68. Asked why he thought that, he said there had been no express discussion, but he assumed it because she was involved in building the house and had already spent some money on it. "I'd be aware that if something needed to be paid I could go to John or Margaret". The account had been running from soon after the start of the build.
69. The effect of this evidence of course was that Mrs Rawlings had been financially committed to the build to some extent from the beginning and was not only expecting (and expected by Duncan) to contribute to it but had actually done so, long before Wyvern left site. The picture painted in Mrs Rawlings' witness statement (and confirmed in Duncan's) that she had been expecting Mr. Hopkins to pay at the start but was persuaded to put money in after Wyvern left site was not accurate. It may no

doubt still the case that she had to pay more than she originally intended to once Mr. Hopkins refused to contribute further. What her contribution was originally expected to be, or even whether there was any clear agreement about it, could not be explored with Mrs Rawlings herself, because she had not disclosed that she had been committed from the start.

70. As to the amount spent with Bence, there are no records. Mrs Rawlings said that she had kept records, as the solicitor had advised, but they had been left in her room at the farmhouse. She was so vague about this that I do not believe she had any positive memory of what records were kept or where. Duncan said that he had kept the records, but that he had given them to Mr. Hopkins in order that he could try and recover the VAT element of the construction cost. He could not remember when this was, however, initially saying only that it was "some time between 1993 and now" and then, when reminded Mr. Hopkins died in 2010 "it could be between 1993 and 2003". He had assumed he would get them back, but had not asked for them. I do not accept that this explanation can be complete. If the records had been handed over, either Mrs Rawlings or Duncan or both would have a more positive recollection of the circumstances. If any importance was attached to them, Duncan would have asked for them back. If they had been left at the farmhouse, Duncan need not have been involved in handing them over. Neither could recall anything about what these records showed in terms of spending with Bence or anyone else, which is very surprising if Duncan had been paying these bills and expected to get the cost back.
71. The letter obtained from Bence is in my view of no evidential value as to the amount spent with them. It is at best hearsay of a very low quality. Duncan described how he had to make repeated enquiries with Bence to get any information. Bence had no contemporary records other than his account number. He had to prompt an employee there with a list of items he said had been bought from Bence. One he referred to was the kitchen, which he said had cost £14,000, so if this was in the figure of £39,000 it came from him and not Bence. I do not know how far the "information" referred to in the Bence note came from Duncan's suggestions and how much, if any, is the memory of anyone (and if so whom) at Bence.
72. Mr. Pagon gave evidence that either Mrs Rawlings or Duncan had paid his bills. In cross examination he changed the emphasis somewhat to say that Mrs Rawlings had paid his labour cost (which he previously estimated at £4,000, having no records) and Duncan had paid for materials, either by allowing him to use the Bence account or reimbursing materials bought elsewhere.
73. Collectively, this evidence does not support the £70,000 claimed. Given the lack of records and the absence even of any claim by either Mrs Rawlings or Duncan to remember amounts, however broadly, I cannot place any significant reliance on it to come to a total.
74. The £70,000 figure was, Mrs Rawlings accepted, arrived at by inference from her contention that she had received the £70,000 raised on mortgage by Duncan and Shirley when they bought Finchcroft from Lisa, and her belief that she had spent all of the money she received on the farmhouse, even if she could not recall how that spend was made up. I now turn therefore to the evidence about that transfer.
75. The transfer of Finchcroft to Duncan and Shirley seems to have taken place on 20 July, 1992. This would be consistent with a need to raise funds to spend on the completion of the farmhouse at that time, as Mrs Rawlings said. She produced at the

trial a copy of a declaration of trust with that date, recording that the property had been transferred by Lisa to Duncan and Shirley, that it was charged by them to the Stroud and Swindon building society for a loan of £70,000, and that Mrs Rawlings had lent them £40,000 to assist in the purchase of the property. Duncan and Shirley declared that they held the property on trust for themselves as to (in round terms) 32% each, and for Mrs Rawlings as to 36%. It was clear that the £40,000 loan was purely notional; Mrs Rawlings did not pay that amount and Lisa did not receive it. As with the earlier transfer to Lisa, the only cash that moved was provided by the mortgagee.

76. Mrs Rawlings was asked why the restriction entered on the title for Finchcroft gave her address as Pembroke House. The deed of trust stated her address to be Hewlett Farm, though she had not moved in at its date, on her account. Although she denied it, I think the true explanation is as Ms Shea suggested that it would be important that any notice sent, possibly a long time in the future, should reach her, and she regarded Pembroke House as the most secure address for that purpose. This may indicate doubts as to how things would work out with Mr. Hopkins. It suggests she already had a strong connection with Pembroke House.
77. No completion statement was produced. Mrs Rawlings, Duncan, Shirley and Lisa all said that it was their understanding that the £70,000 had been paid to Mrs Rawlings. The obvious question however is, what happened to the existing mortgage on the property? None of the witnesses seemed willing to answer this, and for the most part they sought to skate around it saying that they were not aware of the details. Lisa was more positive, insisting that it must have been paid off either by her brother or Mrs Rawlings from other resources at the time of the transfer, and that she had consented to a cheque for the £70,000 being paid to her mother rather than to her at completion.
78. After her evidence however Lisa disclosed a letter written to her by the solicitor Mr Mills dated 13 July 1992 and stating that he had been told that she had agreed to sell the house to Duncan and his girlfriend from which "you are due to receive £70,000 less the amount required to pay off the mortgage to National Westminster Home Loans Limited." I conclude that Lisa knew full well that the existing mortgage was not going to be paid off from other resources and, unfortunately, that in giving her evidence she was prepared to try and cover over what she saw as a gap opening in her mother's case by asserting matters that she did not know and which he thought would assist.
79. Without a completion statement it is not possible to say how much was outstanding on the existing mortgage and therefore what the net amount realised by the transfer was. It would not be safe to assume that the amount outstanding cannot have been more than £40,000, since it would appear from Mr Mills' letter that the property may have been remortgaged between 1988 and 1992. It will be recalled that the original mortgage in 1988 was to Stroud and Swindon, not National Westminster. The net proceeds of the mortgage, after costs, may therefore have been less, perhaps substantially less, than £30,000.
80. It follows that, on the kindest interpretation, Mrs Rawlings must have forgotten about the original mortgage (not to mention the costs), assumed that the whole £70,000 had come to her, and then worked backwards to convince herself that she must have spent that amount on the farmhouse. In truth neither she nor Duncan has any memory at all that can be used to support that inference. Nor is it necessarily the case that she would have had no other calls on the money at the time, even if most of it was used for the farmhouse. She was for instance running Pembroke House as a business and said

herself it was an expensive property to maintain. In the absence of some evidence from her as to what the true net proceeds were it would not be safe to make any finding as to the amount she had available from the Finchcroft transaction. Given the generally poor quality of her recollection of financial detail, it is not safe to accept her assumption that, whatever that figure was, it was all spent on the farmhouse.

81. It will be recalled that Duncan told Mr. Mills in December 1992 that his mother 'has put about £20,000 of her own money into the fabric of the building and needs to spend about £2,000 more to carpet the place'. In 1999 Mrs Rawlings herself told Mr. Mills "the total value is between £15-20,000" and that Mr. Hopkins had offered to repay £2,000 for the carpets.
82. After Mr. Hopkins' death Mrs Rawlings sought to support her claim against the estate by procuring a letter from Mrs Daphne Hoare, a personal friend and her former bank manager. That letter is dated 28 February 2011 (D/69). Mrs Rawlings accepted she had seen it in draft and discussed its contents with Mrs Hoare before it was sent. In it Mrs Hoare says she was "made aware, each step of the way, of [Mrs Rawlings'] position... Mrs Rawlings felt obliged to provide the money herself to complete the kitchen and bathrooms... [a] figure in excess of £20,000 was estimated and I do not doubt [its] accuracy." Even after Mr. Hopkins' death therefore Mrs Rawlings was putting forward her case, through Mrs Hoare, on the basis that she had spent of the order of £20,000.
83. Mrs Rawlings said that neither Duncan nor Mrs Hoare had known the true figures, which she concealed from them out of embarrassment. I do not accept that. Duncan was in a position to know what his mother had spent, at least to the extent of the Bence account, since he received the statements from them. He knew what had been done since Wyvern left up to December when he gave his figure. There would have been no point in pretending to him. Nor was there any reason to depress the figure she gave Mr. Mills in 1999. By that time, any embarrassment at having spent money on Mr. Hopkins' property was complete. She was talking about options to recover it, and would need Mr. Mills to know the size of her loss. Even if Mrs Hoare had not known how much had been spent in 1992, there would be no point in approving a letter from her in 2011 that Mrs Rawlings knew understated the position; it could only make things more difficult if she later put forward a higher figure.
84. Taking all this evidence into account, I accept that Mrs Rawlings spent some of her own money on the farmhouse (and/or procured Duncan to do so on her behalf). The most reliable indication of the amount however is that stated nearest the time by Duncan on her behalf, and I therefore find it to have been £20,000, plus £2,000 for carpets.
85. I find also however that Mr. Hopkins paid back the £2,000. Ms Jupp and Patricia Mullen, Mr. Hopkins' niece, both gave evidence of a conversation with Mrs Rawlings at the hospital where Mr. Hopkins was before his death, in which Mrs Rawlings said she had received some payment from Mr. Hopkins. Ms Jupp gave the figure of £2,000, Ms Mullen said only that Mrs Rawlings said she had paid for carpets but been reimbursed for these. This would also fit with Mrs Rawlings having told Mr. Mills in 1999 that Mr. Hopkins had offered her £2,000 in respect of the carpets. I accept that evidence and infer that when Mr. Mills told Mrs Rawlings nothing more could be done about the bulk of her expenditure, she must have accepted the £2,000 in order to ensure she got at least that.

The representations

86. Mrs Rawlings said in her witness statement that Mr. Hopkins had first told her that the house would be hers when they started discussing the plans for it at Finchcroft. This must therefore have been before the planning permission application. In cross examination she said the builders were there and Duncan was there. "John would come. I would show him the plans and he would say he was not interested and 'you can have it exactly as you like because it's all going to be yours' ". Ms Shea suggested this was because Mrs Rawlings was going to run the business, and that Mr. Hopkins meant it was to her domain- she agreed with both statements and then said "I wouldn't have wanted it as John would." Somewhat inconsistently she also said in cross examination that the first time had been "when I came out of the planning office and told him it was all approved".
87. Mrs Rawlings and Duncan both referred to the occasion at breakfast in 1993 mentioned above. It was put to her that this had been the first occasion on which Mr. Hopkins had said anything about leaving the house to her after his death. She responded "That was my natural assumption bearing in mind the understanding we had and the relationship we had. I'd have trusted him. Other than this I hadn't had many dealings with houses". This last point would seem to fail to recognise the dealings Mrs Rawlings had by then arranged with Finchcroft and Pembroke House. Ms Shea pressed her to confirm it was an assumption, not something Mr. Hopkins had said in so many words and she did not answer directly: "He said we'd be married. This was my way of giving him what he wanted, which I was pleased to do."
88. It was suggested that it would be odd for Mr. Hopkins to repeat these statements as often as Mrs Rawlings said he had- to which she said "It's assurances and reassurances, to encourage me to keep up the project". She agreed however with the suggestion that she did not need reassurance and was never going to give the project up: "Oh no, this was going to be our home."
89. Ms Shea asked whether there had been any discussion about Mr. Hopkins making a will. She said they had discussed it, but not until she had moved into the farmhouse. He had said he did not believe in making a will as the tax man would take everything anyway. There had been no mention of a will at the time the plans were being discussed. Asked why she thought "it's all going to be yours" meant he would leave it to her in his will Mrs Rawlings said "because by then we'd be married, hopefully, and it would be a natural progression". Asked if she hoped or assumed he would leave all his estate to her, and not just the house she said "possibly... yes I'd assume that". She had not asked what Mr. Hopkins meant by what he said or tried to pin him down, because she did not want to have a confrontation. She said she interpreted his words as meaning the house would be hers, as he had no close relatives.
90. On this account there was no direct discussion of leaving the house to her after Mr. Hopkins' death. The nearest he came to it was by saying that it would be hers "one day". The main basis of Mrs Rawlings' assumption as to what he intended was that she would inherit Mr. Hopkins' whole estate as his wife. If so (a) that expectation would be contingent on marriage and (b) there does not seem to have been any basis for differentiating between the house and the remainder of his estate, though she is clear in her present case that she does not assert a promise of anything other than the house and its curtilage. It would be surprising that she would have to refrain from discussing his specific intention in relation to the house in order to avoid a

confrontation if, as she maintained, that was what Mr. Hopkins truly meant by his often repeated statements to her.

91. At another point in her cross examination Mrs Rawlings said she had discussions "when I lived with him" with Mr. Hopkins about his testamentary intentions, and "I knew he wanted to leave certain money to people. I knew he wanted to leave the residue of his estate... the land... to horses". She did not say that at any point there had been any specific discussion about the house. She seemed to add the words "the land" as an afterthought, as if she realised that her answer implied she knew, at least by the time of this discussion (which was not identified but apparently some years after the house was built) Mr. Hopkins did not intend to leave her anything.
92. Duncan said in his witness statement that he was in no doubt that Mr. Hopkins had made clear that his mother would inherit the house, from his repeated assurances. His witness statement referred to only one occasion, on which he and Mr. Hopkins had given inconsistent instructions to the builder, which he wanted to "bottom out". Mr. Hopkins had told him he did not want to get involved in the specifics of the design or build, as they were "not his thing". He left it to Mrs Rawlings as it was all going to be hers one day in any case. These words were not given as a direct quote however. He accepted that in fact on that occasion Mr. Hopkins "probably would have said 'it's all going to be hers anyway'" and that inheritance "was the inference I drew". He appeared to be backing away from the words "one day" referred to in his witness statement. Without them, Mr. Hopkins' words may just as easily have been referring to an expectation that Mrs Rawlings would be in control of and running the house and the business in it, not that she would inherit it after his death.
93. In cross examination Duncan said he also remembered an occasion when they were at home planning the house with Wyvern. "John would say 'it's going to be yours my dear anyway' ". He had not included this in his witness statement because "I did not want to overbear it... I reiterate John said on many occasions one day the house would be hers. This was from round about the time the house was planned. On one occasion when looking at plans John said he did not care about the plans as it would be hers." Ms Shea suggested he meant it was going to be Mrs Rawlings' domain or kingdom and he answered "I guess it depends how each individual interprets it. I didn't [think that]. You wouldn't get someone to spend so much just to live there." At the time this conversation must have taken place however, even taking account of Duncan's evidence that Mrs Rawlings had been expecting to contribute from the start, the amount of her contribution was wholly unknown.
94. Duncan said he had not had any express discussions with Mr. Hopkins about his will, but also "I'd been present when he expressed his desire to take care of equine charities and leave something, nominal I think, to friends". This he thought had been before Sue Mustoe moved in, so no later than 1994.
95. Lisa said in her witness statement that there were many occasions on which Mr. Hopkins had made assurances in front of her that the farmhouse would pass to her mother when he died. She did not cite any specific occasion but said "They were engaged to be married so it was consistent with this when he would say words such as 'my dear this will all one day be yours' and reinforcements of the same message. It was never one time that he would say this, it was often, but I cannot pin point one specific time, it was said so many times." In cross examination she said there had been no specific statement but "he often said he loved Margaret, they were going to be together, they had all their plans... he was particularly making these assurances to me,

that he loved her, he wanted to be part of our family, he was building this farmhouse for Margaret so they could have this B&B."

96. Shirley Locke referred in her witness statement to an occasion when the kitchen was being fitted by Mr. Pagon. Mr. Hopkins had said she could have it how she liked as it was all going to be hers one day. This too was not referred to as a direct quotation and when asked about it in cross examination she said "John said, 'do what you want, it's yours, do as you please, have it how you want' ". Other occasions had been in similar terms: "he would say 'it's yours'... my overall perception was, that's what he meant, it was Margaret's house, it was hers to decide what was done." She agreed these were all probably occasions when he was being asked about the design or fittings. Like Duncan, when stating what she recalled Mr. Hopkins saying, she put it in the present tense and did not include the words "one day".

Did Mrs Rawlings believe she had been promised the house would be left to her

97. Ms Shea submitted that there was no reference in any of the documents or correspondence to any belief on Mrs Rawlings' part that she would inherit the house until her email to Mr. Chapman of 11 July 2011, some 8 months after Mr. Hopkins died, in which she said "I have always assumed that John Hopkins' wishes and my expectations would become reality in the event of his death, with the Hewletts Farm house and plot being passed to me as John and I had always agreed." Many of the earlier documents and events were, she said, inconsistent with such a belief. Mrs Rawlings has of course accepted that there were no specific discussions with Mr. Hopkins about his leaving the property to her, so there can have been no basis for her saying that this was what they "had always agreed".
98. When Duncan spoke to Mr. Mills in September 1992 he told him that Mr. Hopkins "is not prepared to sign anything giving her an interest in the property. What can she do to protect herself?" Both Duncan and Mrs Rawlings said that he contacted Mr. Mills on his own initiative, but that after the charge had been registered she had told Mr. Hopkins about it and he had said that did not matter, the house was going to be hers anyway. Mrs Rawlings said in cross examination that Mr. Hopkins "was evasive about joint names. He refused to do it".
99. By September 1992 Mrs Rawlings was an experienced businesswoman who had already entered into at least one transaction, ie the sale of Finchcroft to Duncan and Shirley in July of that year, on which Mr. Mills acted and in which she had her interest in the property protected by a deed of trust, and another in which she bought Pembroke House jointly with Duncan. She therefore knew something about the options available to obtain or protect an interest in a property owned by someone else. I have said I do not accept Duncan made this move entirely on his own. Nor do I accept that Duncan was guessing himself what Mr. Hopkins' reaction would be if asked to put the house in joint names, or even passing on his mother's guess. The statement is unequivocal; Mr. Mills is told what the situation is. I think it more likely (and therefore find) that Mrs Rawlings had already had asked Mr. Hopkins to put the house in joint names and he had already refused, in a way Mrs Rawlings regarded as "evasive".
100. That was why she needed to be "protected". No mention however was made of any promise to leave the property to her in his will. There is a reference to a will; Mr. Mills advised that if Mr. Hopkins "died without leaving a will naming her then she would have to prove her interest against the beneficiaries under the will." The

"interest" is one he advised should be established by keeping full records of what had been spent. It seems likely that what he had in mind was some interest proportionate to her financial contribution. It is possible that that Duncan may have mentioned some hope or expectation that Mrs Rawlings would be reimbursed for that expenditure in Mr. Hopkins' will. If so, neither he nor Mrs Rawlings have given any evidence of her having discussed that with Mr. Hopkins. It would be inconsistent with her present case if they had.

101. If by that stage Mrs Rawlings had been promised, or even expected, to be left the entire house, it is not in my view likely that it would not have been referred to. If Duncan had raised his concerns with her about what she was spending, she would have told him that she was going to be amply repaid by inheriting the whole house. If Duncan's evidence is correct he was in any event in no doubt already that this promise had been made from what he had himself heard Mr. Hopkins say. It is not in my judgment credible that this can have been so without his mentioning it to Mr. Mills and asking how that promise could be enforced.
102. Instead he is asking Mr. Mills what if any claim can be made. Mr. Mills advises a charge, but is clear it will not provide full protection. He was right; it involved characterising the monies as a loan when Mrs Rawlings has been clear throughout that they were not lent, and further asserting that the loan gave rise to an obligation to give security over the house when no one has ever suggested any agreement by Mr. Hopkins to that effect. It seems he was simply putting her in a position to demand something, justifiably or not, in return for releasing the registered entry if the house should be sold, or on Mr. Hopkins' death. That is exactly the use Mrs Rawlings at first sought to make of it. Mr. Mills also mentions that he thinks Mr. Hopkins probably holds the house on trust for both of them. It may be that Mr. Mills was acting under the common mistaken belief, widely held by lawyers as well as lay people, that spending money on another person's property by itself gives rise to a share in it. Mrs Rawlings makes no such claim now. That may be because it would require her to establish a common intention that she would be a joint owner, and yet Mr. Hopkins had expressly refused to agree that when she asked him.
103. Nor was any promise of inheritance mentioned in the December 1992 conversation. By that stage, Duncan must have discussed the matter further with Mrs Rawlings when he told her what Mr. Mills had advised, which would have again given the opportunity to refer to the promised inheritance. Yet Mr. Mills noting the incomplete protection afforded by the registered charge advises that Mr. Hopkins should be pressed again to make a declaration of trust or mortgage. He again seems to regard the matter as one of "money... due to Mrs Rawlings". He made the same points to Mrs Rawlings direct in his letter of 15 December 1992: "If Mr. Hopkins were to die or to sell the property it could become very difficult for you to recover your money".
104. The discussion in 1999 was in similar terms. If Mr. Mills had been under a misapprehension about the nature of Mrs Rawlings' claim because he had only spoken to Duncan, she met him herself and would surely have set him right. Yet he records "she is really hanging in there... to continue somehow to sustain her claim for the money she has spent on the property". There is reference to a "judgment", also consistent with a potential money claim, but not apposite for enforcing a promise of inheritance.
105. On 11 November 2010 Mr. Chapman wrote to Duncan asking for a list of his mother's possessions left at the property. His witness statement said he did so having been told

by Ms Mullan that there were some possessions left by Mrs Rawlings and other women. He made no mention of the will, and there is no record of any enquiry about it from Mrs Rawlings or Duncan.

106. On 22 November 2010, just over a month after Mr. Hopkins' death, Mrs Rawlings telephoned Mr. Mills. His note is at D/54. She mentioned the request for a list and said she wanted among other things to list the kitchen and carpets she had paid for, but he advised her she would not be able to remove them. He then notes: "She wondered if she had some sort of claim. She seemed to remember I had put some sort of notice on at the Land Registry". He spoke to her a week later having found his old papers (D/57), noting "So far as she is aware he has no living relatives. She does not know who are his beneficiaries under the will."
107. If she thought she had been promised the house, she would surely have mentioned it in one of these conversations. She would probably have no need to bother with a list of possessions, and certainly would not have been concerned to remove a fitted kitchen, if the whole house was to come to her. She might have been anxious whether Mr. Hopkins' will would show he had kept his promise, but that too would be a reason to mention her expectation and not to enquire whether she had "some sort of claim". She clearly could not have referred to any such expectation; Mr. Mills did not mention it when he wrote to her following up the discussion (D/60) suggesting she send a copy of the application form (making reference to a loan) and registered charge to the executor. He reminded her "At the time I believe you were claiming to have 'loaned' Mr. Hopkins about £20,000."
108. Mrs Rawlings did not send the charge documents. Instead Duncan sent an email on her behalf on 15 December 2010 (C(i)/2) saying that her personal effects were in the front bedroom but that "of greater significance" were fixtures and fittings and labour costs she had paid for, referring to the equitable charge and saying "it would seem appropriate at this stage to request that her contribution be given due consideration by the executor...". No figure was mentioned and nor was any promise that she should be left the house. This email can only be seen as an attempt to open discussion of financial recompense for the amount spent.
109. It cut little ice with the executor, who wrote inviting her to provide any loan agreement and supporting documentation evidencing what she had spent, noting that he had obtained the charge documentation from the Land Registry. He was therefore aware that the registration asserted that a loan had been made. On 26 January 2011 Duncan sent a further email (C(i)/4) saying that the documentation had been given to Mr. Hopkins "some time after the construction process" for his VAT claim. He also said:

"My mother has always had a good relationship with Mr Hopkins for the last 50 years or so. When she undertook to support him in the building of Hewletts farm it was on the basis of them living together as a couple... The relationship became somewhat strained after a few years when (despite his original promise to do so) Mr Hopkins refused to allow a supply of mains water to the house, preferring instead to rely on a feed from a nearby well ...

Loan agreement/Land Charge

Where monies loaned by my mother were concerned, it was not felt that a written official agreement was necessary because the intention was that (as stated above) she and Mr Hopkins would live at the house as a couple. The loan simply arose from Mr Hopkins requesting financial help to continue with the build project... By the time my mother became concerned about the financial demands placed on her, it would have been inappropriate (and foolish) to insist on official signed documentation at that stage... After seeking legal advice the Land Charge was recorded, with Mr Hopkins' knowledge and agreement, because as far as he was concerned he never intended to sell the house during his lifetime."

110. Duncan was therefore pursuing the potential claim as if it were for repayment of a loan that had arisen by implication from the fact that Mrs Rawlings had spent money whilst they were a couple, although Mrs Rawlings had not wanted to insist on having it recorded. In so far as he appears to suggest that Mr Hopkins had agreed in advance that a legal charge could be registered against the property that is not consistent with the evidence before me, which is that he was told about it afterwards and was not concerned by it. Duncan does not take the opportunity to say that the matter does not concern a loan at all, but a promise that the house would be left to his mother. It is likely that this e-mail was discussed with Mrs Rawlings before it was sent; she said that she had discussed other detailed e-mails sent by Duncan and by Mrs Hoare.
111. The executor's firm responded on 15 February, 2011 (C(i)/5) noting that the Land Charge documentation referred to a loan said to have been made in 1992, that no evidence of such a loan had been produced, but it was Mrs Rawlings' responsibility to "substantiate and quantify the exact nature and amount of any claim which you may feel you have against the estate." They went on to say however that in their view recovery of any such loan would be statute barred.
112. This prompted Mrs Rawlings to reply herself in a handwritten letter dated 2 February 2011. In that she said:

"Regarding the charge against the property I can provide reliable witnesses to confirm that when I was living with Mr Hopkins I spent a considerable amount of my own money on bringing the house to a reasonable state ...

I have no desire to prolong this matter. I wish to have it cleared up as quickly as possible but I feel I must now take legal advice to ascertain the position of the charge. I have no intention of making false claims or inflated claims. Reasonable recompense for the outlay I made to complete the property which was made in good faith on my part.

I wish to make it clear there was not a loan made to Mr Hopkins-the fixtures, fittings etc had to be paid for whilst building was taken on and whenever needed ..."

It also appears to have been the trigger for Mrs Rawlings to obtain the letter sent by Mrs Hoare, which was dated 28 March, 2011. That letter was discussed with her before it was sent, and also refers to money being spent to complete the building. It

refers to the estimate of over £20,000. It makes no reference to any loan. Neither letter refers to any promise of inheritance.

113. Mrs Rawlings' position would seem to have been therefore that she had not made a loan to Mr Hopkins, but wished to be given "reasonable recompense" for what she had spent.
114. On 30 March, 2011, Mr Chapman met Mrs Rawlings and Duncan at the farmhouse in order that they could remove her belongings. He made two file notes that day, indicating that he left them alone at the farmhouse for a period. The first note (D/73) includes the following:

“- discussed her "claim"

- said we need to see something to substantiate this

- she said that Hopkins showed no interest in what she was doing

- but he put in £100,000 to build the house

- it got to being plastered & money ran out so she got painter and decorator in and then paid for carpet

- she finally left because Hopkins would spend no money on the house-no water supply except limit (sic) well

- if she (and the son) had not done work the house would not have been built ”

115. The second note records a discussion with Duncan in which he said he would try and find out if Bence had any record of the account opened in his name. These conversations were therefore also about establishing how much she had spent, and made no reference to any promise to leave the house to Mrs Rawlings.
116. Mrs Rawlings wrote a long e-mail dated 28 June 2011 (C(i)/17). She said she had discussed it with Duncan before sending it. She set out how she had arranged the planning application at Mr Hopkins' request to build what was to become their marital home, and the intention to run a B&B business when it was built. After Wyvern left site she said

“John adopted the view that we could live in the house as it was, but wanted me to provide financial support too. As I had disposed of my property in Prestbury I was able to fund the project near to completion. Additionally my son had committed considerable time and expense from the very start of the build, and John had indicated that he would be reimbursed for his work once the business started to generate an income...

John had always insisted that the house was ours and on many occasions would remind me that I would be the person who would benefit from it. He had acknowledged the Land Charge document and the measure of protection it would provide for me in the future. It was well known that John had various lady

friends who would live with us at the house from time to time, and he often stated that he wished to provide for them financially after his death. Indeed, we had on occasions discussed the beneficiaries and amounts involved. My interest was purely in the house in which I had a financial stake, so far as I was concerned John was perfectly at liberty to administer his other assets as he saw fit. I was aware of the content of his most recent will and was not surprised to be not specifically mentioned in it as the assumption was that he had felt my interests were adequately provided for by way of the Land charge document.

... I contributed in money terms between a quarter and a third of the cost of the building of the house. In addition, my son and I arranged the entire build project, which John had proved to be totally incapable of managing. He foolishly paid a substantial sum as a stage payment to the builder for work not completed, which ultimately was money lost.

In the meantime I maintain that I will not be pressurised into releasing the Land charge without appropriate consideration and adequate compensation for the time and cost of supporting John Hopkins over the last 25 years. The evidence that has been provided may not be in the absolute form that you require, but it should be accounted for nevertheless. ”

117. In this document therefore Mrs Rawlings asserts that she has "a financial stake" in the house, but again this seems to be in the context that she believes she is already entitled to an interest relating to the amount she has spent, which is not her case now. She puts no financial figure on that but estimates it to be between a quarter and a third of the building cost. In what appears to be an expansion of the claim, she makes reference also to unquantified sums that Duncan has spent, the contribution the two of them made by managing the building process and her requirement for compensation for the time and cost of supporting Mr Hopkins, which she appears to suggest she has borne since about 1985.
118. Although this is no doubt a considerable enlargement of what she appears to be claiming, it still makes no reference to an expectation that she would be left the house. The only reference to a will is that she says she was aware of the contents of his recent will (which she now accepts was not the case) and that she had discussed with him his intention to leave money to other "lady friends". In those discussions, there can have been no mention of his leaving the house to her, or she would no doubt have said so.
119. The executor's firm responded to this on 6 July 2011. In that letter they said "we also note that you say you contributed in money terms between 25-33% off the cost of building the house and it is assumed that you are looking to recover a sum approximately equivalent to that outlay. Would you please indicate in cash terms your best estimate of such an amount so that further instructions can be taken." It was that letter which led to her response on 11 July, 2011 referred to above, in which she said that she had assumed that the house would be passed to her "as John and I had always agreed."

120. In the same email I note she made a number of other statements which no doubt were intended to reinforce her claim but which were either untrue, on the account she now gives, or misleading. She says that she has "for several years lived in rented property [in Devon]", not mentioning the fact she jointly owned Pembroke House until giving it to Duncan and that she pays only a nominal rent to run her business at Picton House. She says she sold Finchcroft at the start of the farmhouse build but the proceeds were eroded "which affected my ability to buy a new home", when her position now is that she did not sell Finchcroft until after the house was substantially built, never intended the sale to fund a new house and only entered into a friendly transfer to Duncan and Shirley to raise funds to complete the farmhouse. She says her financial status and that of Duncan has been affected by continuing support of Mr. Hopkins "over the last 25 years", but she has given no evidence of any such support after her last contribution to finishing the farmhouse in 1992 or 1993.

Findings of fact

121. Taking all of this evidence into account, the conclusions I come to on the facts are as follows. Mrs Rawlings did not at any point have any discussion with Mr Hopkins in which he said, in terms, that it was his intention to leave the house to her after his death. Nor did he say that to anyone else. Her case that she believed that he had promised her that turns upon the assertion that he repeatedly said to her words to the effect that "one day this will all be yours". However, with one exception, all of the occasions on which these discussions were recalled relate to discussions about the plans for the building all the details of the construction or fitting out of the property, and were given in the context of Mr Hopkins saying that he was not interested in discussing any of those details and was leaving them all to Mrs Rawlings to sort out. Further, when recounting his words as best they could, the witnesses referred to them for the most part as being in the present tense ("it's all yours") and without using the words "one day". Mrs Rawlings however expressly denies any belief that he intended to give her an immediate interest in the property.
122. The exception was the occasion at breakfast after the house was completed, and so even if correctly recounted, could not found any reliance in paying for the work.
123. Without the words "one day", Mr Hopkins' words (even if they had been in the future tense, as the witnesses sometimes expressed them: "it's all going to be yours") were at least equally consistent with his taking the position that he was not interested in the detail of the house because he had very simple living requirements and it would be Mrs Rawlings and not him who would be running the house, and in particular running the bed-and-breakfast business from it. All of the witnesses were agreed that that was in fact the attitude that he took. It would be entirely consistent with his nature as a charmer and a person who would get other people to do things for him, if possible without payment.
124. A finding that Mr Hopkins was expressing, indirectly, an intention that he would leave the property to Mrs Rawlings after his death therefore requires a finding of considerable precision as to the words that he used over 20 years ago and that if he did use the words "one day" that enormous significance should be attached to them. I indicated earlier the caution which in my view the court should have in making findings of such precision, particularly on the basis of the recollections of witnesses with an interest in the matter. In view of the general difficulty of recollection of such a period that all of the relevant witnesses in this case understandably suffered from, but also the inconsistencies in their testimony, their propensity to present their

impressions as being beyond doubt when realistically there was no sufficient basis for it and the willingness particularly of Mrs Rawlings to make statements of fact in presentation of her claim that were untrue or misleading, I am not satisfied that their evidence is sufficient to establish that he used the words claimed. I find that Mr. Hopkins did not use the words "one day", or anything equivalent such as indicated an intention to leave the house to Mrs Rawlings after his death.

125. Mrs Rawlings became involved in the project to build a farmhouse because she expected to live in it with Mr Hopkins and to be able to run her own business from it. I accept that she believed that they would be married, in which case she would naturally expect to benefit from it as his wife, both during his lifetime and, in all probability, after his death. However, there was no certainty that they would be married and her commitment was on the basis of it being a joint project and her hope and expectation of their joint life. She was not promised that she would have the house irrespective of whether they married or continued to live together.
126. She was, as Duncan said, expecting to contribute to some degree from the start, although it does not appear that any specific amount or proportion had been discussed. I accept that she must have agreed to put in more than she had originally anticipated when, for whatever reason, Wyvern ceased work and Mr Hopkins refused (or was unable, it matters not) to pay any more. But that change in her level of contribution was not made because of any change in what Mr Hopkins said to her, and in particular it was not because he began to promise her, or had all along promised her, that if she did contribute she would inherit the house. It was made because she wished to keep alive the hope of living with Mr. Hopkins and running her business in a house and location she found desirable.
127. Mrs Rawlings became concerned that she was putting in money without having any interest in the property or any firm promise of an interest. She asked Mr Hopkins to put the house in joint names, but he refused to do so. It was after that that Duncan took advice on her behalf from Mr Mills, who came up with the registration of a charge, coupled with the assertion (invented by him) that it was to secure a loan, as being a way of giving her some possibility of obtaining repayment in return for not obstructing a sale by Mr Hopkins or, in due course, his estate.
128. This refusal and her lack of any substantive protection, I have no doubt, contributed to her decision not to put any further money in the house, and in particular not to meet the cost of providing the essential mains water supply. From that point onwards, the idea of running the B&B business must have been abandoned. Realistically, the likelihood of their being married must have all but evaporated soon after 1992, although they continued to have some sort of relationship, non- exclusive on his part as she knew.
129. Whatever Mr Hopkins had said at the time, Mrs Rawlings did not in fact at any time believe that she had been promised that the house would be left her, and she did not have any expectation that it would be. Her statements and actions between 1992 and June 2011 are not compatible with her having either such a belief or such an expectation. She initially wanted to find a way of recovering what she had spent. Mr Mills registered a charge on her behalf, without any proper basis to do so but as a means to give her some practical leverage. Without any proof of what she had spent, or even any firm recollection, she began to put this claim in general terms after Mr Hopkins' death. What then appears to have happened is that her ambitions inflated as she (and Duncan on her behalf) pursued the correspondence, including more and more

items for which she wished to receive "consideration" or "compensation" if she was to relinquish her charge.

130. In July 2011, Mrs Rawlings for the first time mentioned any expectation that the house would be left to her. The kindest interpretation of this is that she may have convinced herself that such a promise must have been made after a prolonged period of retrospective consideration and rationalisation. From that, she may have persuaded herself that he must have used words that indicated such an intent.

Conclusion

131. I find therefore that Mr Hopkins did not make any promise to leave the house to Mrs Rawlings, nor did he say anything which led Mrs Rawlings to believe, whether or not reasonably, that such a promise had been made. Her financial contributions were made, some might say naïvely, toward a hoped-for joint life with the man she loved and hoped to marry, but who turned out not to be willing to give the commitment or adjust his lifestyle in the way that she hoped. They were not given in reliance on any belief that she had been promised she would inherit the house, because she did not have such a belief. It follows that Mrs Rawlings has not made out the essential elements of a proprietary estoppel. Since she does not make any alternative case, her claim must be dismissed.
132. Although not strictly necessary for me to deal with any further aspects, in deference to the submissions I had from counsel I should say that if I had accepted that Mrs Rawlings had acted on the basis of a promise, or a reasonable belief that she had been promised, that she would inherit the house I would not in any event have considered this as a case in which satisfaction of the equity would require that the promise would be made good in accordance with its terms. On the findings that I have made, Mrs Rawlings' contribution was about £20,000, or approximately 1/6 of the cost of construction of the house. It was built on land which Mr Hopkins owed, which by then had the benefit of planning permission and so no doubt must have had a considerable value in any event. Even if account were taken of Mrs Rawlings' non-financial contribution it could not remotely be said that she had given a consideration equivalent to making a bargain for the purchase of the house.
133. Any promise that she would inherit it would therefore have to have been made in the expectation that they would be living in it and running the business together from it for the rest of their joint lives. That did not happen, and they drifted apart to the extent that, at least by 1999 and probably since 1996, Mrs Rawlings' visits to the farmhouse were no more than occasional. They effectively lived apart therefore for about 14 years prior to his death. In those circumstances, it does not seem to me that it would have been at all unconscionable of Mr Hopkins to resile from any promise to give her the whole house. He could have appropriately satisfied his conscience by refunding her expenditure, with interest, and that in my view would have been the appropriate award.
134. I invite counsel to agree an order to reflect this judgment. I will list a hearing for it to be handed down at which I will deal with any matters arising, provided that no more than 30 minutes is required. If a longer hearing is needed, counsel should contact my clerk with an agreed time estimate and a post-judgment hearing will be listed.