

Eastern Daily Press

# EQ

EQUESTRIAN LIFE

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Equestrian

FEBRUARY - MARCH 2011

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With more than 20 years' experience as a divorce lawyer, I suppose it is inevitable that I have become a little battle hardened by the trials and tribulations of marital breakdown. However, I must admit that a comment by my 12-year-old daughter last week did strike a chord. "Selling horse due to divorce settlement" she announced, while scanning the horses for sale columns.

Now I am sure all of us could think of a horse we might like to palm off on an ex-spouse, but what if he or she has his or her eye on your young Equine Pathway superstar – what is to be done? The answer is to plan ahead.

Unromantically, but not surprisingly, people with assets to protect may think twice before popping the question, because of the uncertainty of the distribution of precious assets should the relationship break down.

However, there is a practical step which can be taken in advance of the wedding - you can enter into



**Jane Anderson**, a principal with Norwich-based Cozens-Hardy solicitors, solves your legal dilemmas on equestrian matters.

a pre-nuptial agreement with your intended. A pre-nuptial agreement is a signed document drawn up before the marriage which sets out what financial arrangements should be put in place if the marriage breaks down at a later stage. The idea of the agreement is to avoid lengthy, unpleasant and costly arguments in court about the division of assets on divorce. A pre-nuptial agreement is not necessarily binding; it cannot stop a divorce court reviewing the finances or even subsequently overturning its terms altogether.

The judge would take a very close look at the agreement before

deciding whether it would be fair to keep to it. Generally, the court will uphold an agreement if both parties signed it happily and were well aware of its terms, unless the terms were unfair.

If the marriage was a longer one, children had been born or the agreement had been signed close to the wedding, then the judge would be more likely to consider the agreement as unfair. It is therefore very important to get legal advice well before the wedding if a pre-nuptial agreement is being planned.

■ You can contact Jane at Cozens-Hardy solicitors on 01603 625231.

## Faultless Home Buying

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For the right advice call: **01603 625231**  
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