

THIS deed of assignment is made on the day of 20

Between:

- (1) xxxxxxxxxxxxxx of xxxxxxxxxxxxxxxxxxxxxxxxxx
(HEREIN AFTER CALLED Mr S') and
- (2) The partners of the date hereof of the solicitors practicing as CHRISTOPHER
HARRIS AND CO, SOLICITORS

WHEREAS

1. In an action (hereinafter called 'The Action') in the xxxxxxxxxxxxxx court in which Mr S is the respondent and his spouse (hereinafter called 'Mrs S') is the Petitioner, Mr S seeks financial provision to be made to him by Mrs S and further Mr S seeks that orders be made that his legal costs be paid by Mrs S. In addition, there are Children Act proceedings in which Christopher Harris & Co represent Mrs S and this agreement is entered into in respect of the costs of both the financial claim and the children's action.
2. Mr S has agreed to assign his right, interest benefit and advantage in the said financial provision and orders in the action to Christopher Harris and Co Solicitors in the manner herein after appearing.

NOW THIS DEED WITNESSETH:

In the Deed the following expression[s] shall have the following meanings;

1. 'Financial Provision' means any property or money received or payable to Mr S as a result of the action including property adjustment orders and lump sum payment orders but excluding payments pursuant to periodical payments order.

2. 'Costs Orders' means orders, made, or to be made by the Courts in the action for the payment by Mrs S of the whole or part of the legal costs of Mr S.

3. In consideration of the legal services provided and to be provided to Mr S by Christopher Harris and Co Solicitors in the action and otherwise (as Mr S hereby acknowledges) Mr S as beneficial owner assigns unto Christopher Harris and co solicitors that part of his right, interest, benefit and advantage in a financial provision and costs orders and interest thereon as will settle any lawful claim for payment they make against him. Mr S covenants with Christopher Harris and Co Solicitors that he had not otherwise assigned his right, interest, benefit and advantage in the financial provision and the costs order and agrees that Christopher Harris and Co solicitors shall be entitled to retain such part as Christopher Harris and Co may be due of his right, interest, benefit and advantage in the financial provision and costs orders to settle the indebtedness of Mr S to Christopher Harris and Co solicitors in respect of services aforesaid down to the date hereof and in respect of such services aforesaid as may be provided by Christopher Harris and Co solicitors from the date hereof until the final order in the action and including the costs of enforcement of this assignment if necessary together with lawful interest thereon which interest shall be payable at the rate of 2% above the Bank of England base rate on all costs currently outstanding from the date hereof as agreed or assessed , and on all future bills of costs delivered by Christopher Harris and Co solicitors as agreed or assessed from 30 days after delivery of such bills of costs.

IN WITNESS WHEREOF Mr S has duly executed this instrument as a Deed the Day and Year first before written.

Signed and Delivered as a Deed by)

In the presence of)

Name of witness

Address

Occupation