

## **Daughter who cared for elderly mother wins claim for reimbursement from estate**

Synopsis: A case in which a woman who cared for her elderly mother over the last two and a half years of her life has successfully claimed against the estate for the value of the care she provided.

Date published: 16.06.2025

The England and Wales High Court (EWHC) have recently accepted a claim ([Rogers v Wills, 2025 EWHC 1367 Ch](#)) in which Bernadette Rogers (the claimant) claimed against her late mother, Ursula Wills's (the testator) estate, for the value of the care she provided her during the last two and a half years of her life.

Ursula (more commonly referred to as Sheila) died in April 2020, having created a will which divided her residuary estate equally between her six surviving children. Andrew Wills (the defendant), the testator's eldest son was appointed as executor.

Between September 2017 and April 2020, the testator's primary carer was her eldest daughter, the claimant, Bernadette Rogers. After her mother's death, the claimant alleged that the deceased had agreed with her that she would be compensated for the care she had provided, giving rise to a claim in contract. The claimant also claimed that her siblings had agreed that not only should she be reimbursed for her out of pocket expenses but, also, paid for the care she had provided to their late mother.

Adding a layer of complication to the case, the claimant withdrew around £100,000 from her mother's bank account immediately before and after her death, to recompense herself. The defendant, and executor, claimed this was an unauthorised transaction and reported this to the police, leading the claimant to being prosecuted for theft. She was later acquitted, but the judge in the civil claim later said that her actions created 'somewhat fraught circumstances'.

The claimant then brought her case to the EWHC, asking for £130,000 in compensation for the care she had provided, including allowing the testator to live with her. She said that the common understanding between herself, her siblings and the testator was that she would be reimbursed in due course for both her expenses and 'reasonable remuneration'.

The claimant provided several statements of evidence which supported this claim. She also made an alternative claim in unjust enrichment (where one party has benefitted unfairly at the expense of another), on the basis that the testator's estate had been unjustly enriched at the claimant's expense because of the care supplied. The defendant denied most of these claims, saying there was only a tacit understanding and acceptance among the siblings that the claimant ought to be reimbursed for her out of pocket expenses.

Eventually, the EWHC accepted that the testator had agreed to pay the claimant a 'reasonable price' for the care provided, although no specific price was determined.

The court said, 'It was plainly a contract for services at a reasonable price' before going onto say, 'Sheila's estate is accordingly liable to pay that price'.

The court also agreed that the estate was in any case liable to the claimant in unjust enrichment, saying, 'The services were supplied, and it is the payment that is lacking. If Sheila agreed to pay for the services, she should be liable, and pay, under a contract.'

Concluding, the court stopped short of setting a quantum to the compensation to be paid from the estate, leaving this to a second trial or preferably mediation. The judge stated that 'this is a case which cries out for mediation rather than litigation. It ought to be possible for the parties, in the hands of an experienced mediator, to reach agreement on what is the appropriate amount to represent the liability of Sheila's estate towards the claimant. In that way, further costly and emotionally wearing court hearings will be avoided.'

**020 7183 3931**  
**[www.riskassured.co.uk](http://www.riskassured.co.uk)**