



In The Supreme Court of Bermuda

DIVORCE JURISDICTION

2024: No. 113

BETWEEN:

M

Applicant

and

R

Respondent

RULING

Date(s) of Hearing: 15-16 January 2026

Date of Ruling: 22 June 2026

Appearances: Georgia Marshall and Victoria Stephens of Marshall Diel & Myers for the Applicant
Tanisha Butler and Aqueelah Simmons of Chancery Legal for the Respondent

RULING of Cratonia Thompson, Acting Registrar

INTRODUCTION

1. The parties were married in 2005. The Applicant (the **Wife**) filed for Divorce in 2024, and the Final Order for Divorce was granted in 2025. There is one child of the family (hereinafter referred to as A). The Wife and the Respondent (the **Husband**) share joint

custody care and control of A, although it is accepted that A, who is 17 years old, resides primarily with the Wife. Ancillary Relief was adjourned to Chambers.

2. By Notice of Application for Ancillary Relief dated 21 January 2025 (the **Application**), the Wife applied for a lump sum provision; periodical payments for A (**Child Maintenance**); and for her costs of the Application.
3. By Notice of Hearing dated 15 October 2025, the Application was listed for a 2-day hearing commencing on 9 December 2025 (the **Ancillary Relief Hearing**). In December 2025, the Ancillary Relief Hearing was adjourned in order for the Court to consider an urgent application in a separate matter, which involved Counsel in these proceedings. Following the parties' agreement, the Ancillary Relief Hearing was relisted and scheduled to commence on 15 January 2026 by an Amended Notice of Hearing.
4. On 22 December 2025, the Husband filed an application seeking that the Wife be ordered to comply with outstanding Rule 57(4) Requests made by the Husband, and also that the Ancillary Relief listed to commence on 15 January 2026 be further adjourned to allow the Husband to review the Wife's disclosure (the **Disclosure & Adjournment Application**).
5. Given the holiday period, the Disclosure & Adjournment Application was not able to be heard in advance of the present Application, and was listed for determination on the same date.
6. The Disclosure Application sought disclosure of additional bank statements from the Wife, which the Husband argued may provide evidence of: (i) income that she has received from any part-time employment; (ii) evidence of any inherited property; and/or (iii) any other financial information that the Husband should have the opportunity to consider.
7. The Wife invited the Court to dismiss the Disclosure & Adjournment Application and proceed with the Ancillary Relief Hearing as scheduled. After hearing submissions from the parties, I was not satisfied that the Husband had made out his case that the Wife should be compelled to provide the specific disclosure sought, or that the Ancillary Relief Hearing should be adjourned pending its disclosure.
8. I took the view that any further evidence, particularly the evidence sought by the Husband, could be obtained through cross-examination of the Wife. In the circumstances, the Disclosure Application was dismissed and the Ancillary Relief Hearing proceeded.

THE LAW

9. The Court's jurisdiction to make an award for periodical payments, either to a party to the marriage or a child of the family, or a lump sum or sums, is set out in section 27 of the Matrimonial Causes Act 1974 (the **MCA**), which provides as follows:

“Financial provision orders in connection with divorce proceedings, etc

27 (1) *On making a divorce order, nullity of marriage order or judicial separation order or at any time after making such an order (whether, in the case of a divorce order or of nullity of marriage order, before or after the order is made final), the court may make any one or more of the following orders, that is to say—*

- (a) *an order that either party to the marriage shall make to the other such periodical payments, for such term, as may be specified in the order;*
- (b) *an order that either party to the marriage shall secure to the other to the satisfaction of the court such periodical payments, for such term, as may be so specified;*
- (c) *an order that either party to the marriage shall pay to the other such lump sum or sums as may be so specified;*
- (d) *an order that a party to the marriage shall make to such person as may be specified in the order for the benefit of a child of the family, or to such a child, such periodical payments for such term, as may be so specified.*
- (e) *an order that a party to the marriage shall secure to such person as may be so specified for the benefit of such a child, or to such a child, to the satisfaction of the court, such periodical payments, for such term as may be so specified;*
- (f) *an order that a party to the marriage shall pay to such person as may be so specified for the benefit of such a child, or to such a child, such lump sum as may be so specified,*

subject, however, in the case of an order under paragraph (d), (e) or (f), to the restrictions imposed by section 33(1) and (3) on the making of financial provision orders in favour of children who have attained the age of eighteen.

10. When considering an application under section 27 (1)(c) of the MCA (for a lump sum or sums), the Court is required to have regard to the check list of matters specifically listed in section 29 (1) of the MCA, which provides as follows:

“Matters to which court is to have regard in deciding how to exercise its powers under ss.27 and 28

29 (1) *It shall be the duty of the court in deciding whether to exercise its powers under section 27(1)(a), (b) or (c) or 28 in relation to a party to the marriage and, if so, in what manner, to have regard to all the circumstances of the case including the following matters—*

- (a) *the income, earning capacity, property and other financial resources which each of the parties to the marriage has or is likely to have in the foreseeable future;*
- (b) *the financial needs, obligations and responsibilities which each of the parties to the marriage has or is likely to have in the foreseeable future;*

- (c) *the standard of living enjoyed by the family before the breakdown of the marriage;*
- (d) *the age of each party to the marriage and the duration of the marriage;*
- (e) *any physical or mental disability of either of the parties to the marriage;*
- (f) *the contributions which each of the parties has made or is likely in the foreseeable future to make to the welfare of the family, including any contributions by looking after the home or caring for the family;*
- (g) *in the case of proceedings for divorce or nullity of marriage, the value to either of the parties to the marriage of any benefit (for example, a pension) which, by reason of the dissolution or annulment of the marriage, that party will lose the chance of acquiring.”*

11. Once the evidence relevant to the matters set out in section 29 (1) of the MCA is fully before the Court, as well as any other circumstances which are relevant to the fair disposition of the case, the tailpiece to section 29 (1) of the MCA directs the Court to place the parties, insofar as it is possible and practicable to do so, in the position that they would have been in if the marriage had not broken down and each party had discharged their respective financial obligations to the other.

12. This tailpiece no longer exists in the UK, but in determining what the Court should aim to achieve when exercising its discretion under sections 27 and 28 of the MCA, the House of Lords in *White v White* [2001] AC 596 established that the Court should aim to come to a *fair* outcome between the parties. A key feature of fairness is that there shall be no discrimination between husband and wife and their respective contributions during the marriage.

13. In distributing the assets fairly the Court must have regard to the considerations of needs, compensation and sharing. As to needs, Lord Nicholls of Birkenhead stated as follows in paragraph 11 of *Miller v Miller; McFarlane v McFarlane* [2006] 3All ER 1 (***Miller v Miller***):

“This element of fairness reflects the fact that to a greater or lesser extent every relationship of marriage gives rise to a relationship of interdependence. The parties share the roles of money earner, home maker and child carer. Mutual dependence begets mutual obligation of support. When the marriage ends fairness requires that the assets of the parties should be divided primarily so as to make provision for the parties housing and financial needs taking into account a wide range of matters such as the parties ages, their future earning capacity, the family’s standard of living and any disability of either party. Most of these needs will have been generated by the marriage but not all of them.”

14. Further, in considering what is fair, the Court must distinguish between two types of assets—matrimonial assets and non-matrimonial assets. Matrimonial assets are those assets that have been created by the efforts of the parties (or one of them) during the marriage. Non-matrimonial assets originate from sources exterior to the marriage; such assets include the preowned assets of the parties, gifted assets and inherited assets.
15. There is one exception to the general rule regarding the distinction between matrimonial and non-matrimonial assets. This exception concerns the FMH. Generally, the FMH will be treated as matrimonial property even if it was brought into the marriage at the outset by one of the parties (see *Miller v Miller*), and in particular the following comments by Lord Nicholls):

“The statute requires the court to have regard to all the circumstances of the case. One of the circumstances is that there is a real difference, a difference of source, between (1) property acquired during the marriage otherwise than by inheritance or gift, sometimes called the marital acquire but more usually the matrimonial property, and (2) other property. The former is the financial product of the parties’ common endeavor, the latter is not. The parties’ matrimonial home, even if this was brought into the marriage at the outset by one of the parties, usually has a central place in the marriage. So it should normally be treated as matrimonial property for the purpose. As already noted, in principle the entitlement of each party to a share of the matrimonial property is the same however long or short the marriage may have been.”

[Emphasis added]

16. As shown above, *Miller v Miller* also addressed whether inherited property should be considered part of the matrimonial assets to be divided between the parties. The starting point is that inherited property is not considered a matrimonial asset.
17. When considering an application under 27(1)(d) of the MCA (for periodical payments for a child of the family), the Court is required to have regard to the checklist of factors set out in section 29(2) of the MCA, which provides as follows:

“29 (2) Without prejudice to subsection (3), it shall be the duty of the court in deciding whether to exercise its powers under section 27(1)(d), (e) or (f), (2) or (4) or 28 in relation to a child of the family and, if so, in what manner, to have regard to all the circumstances of the case including the following matters, that is to say—

- (a) the financial needs of the child;*
- (b) the income, earning capacity (if any), property and other financial resources of the child;*
- (c) any physical or mental disability of the child;*
- (d) the standard of living enjoyed by the family before the breakdown of the marriage;*

(e) *the manner in which he was being and in which the parties to the marriage expected him to be educated or trained; and so to exercise those powers as to place the child, so far as it is practicable and, having regard to the considerations mentioned in relation to the parties to the marriage in subsection (1)(a) and (b), just to do so, in the financial position in which the child would have been if the marriage had not broken down and each of those parties had properly discharged his or her financial obligations and responsibilities towards him.”*

THE FACTS

18. The Husband and Wife each filed affidavit evidence. The Husband’s First Affidavit dated 20 March 2025 (the **Husband’s Affidavit**) and the Wife’s First Affidavit dated 30 May 2025 (the **Wife’s Affidavit**). The parties also gave oral evidence and were cross-examined at the Ancillary Relief Hearing.

Assets

*Former Matrimonial Home (the **FMH**)*

19. The FMH was purchased in the parties’ joint names from the Husband’s Father in 2018 for \$800,000. The FMH consists of a main unit, where the family lived prior to the breakdown of the marriage, and an incoming producing apartment. The Wife vacated the FMH in 2024 and secured separate rental accommodation. The Husband occupies the main unit of the FMH.
20. In January 2025, the FMH was valued by Fulcrum Property Consultants Limited at \$1,450,000 (the **Valuation**). Although the Valuation was obtained by the Husband unilaterally, the Wife accepted the Valuation. The Valuation also provided the current rental values of the main unit and the apartment. The apartment is currently rented at \$3,000 per month, which is considered market value. If the main unit were to be rented, it would earn approximately \$6,000 in rent.

The Parties’ Inheritance

21. The Wife received an inheritance from her Mother, who passed away in 2001, and a further inheritance from her Father, who passed away in 2023. The inheritance received by the Wife from her Mother totaled \$200,000, which the Wife used towards the purchase of the parties’ first home. The parties sold their first home and the proceeds of that sale were put towards the purchase price of the FMH. The parties also utilized the sum of \$250,000 that was gifted from the Husband’s Father to the Husband as an early inheritance towards the purchase price of the FMH.

22. The Wife received an inheritance from her late Father as well. The Wife, along with her siblings, are the beneficiaries of a trust that was settled by their Father (the **Trust**). The Trust held two (2) properties, which were sold following the death of the Wife's Father in 2023 and 2025. From the sale of these properties, the Wife received a total of \$360,000 as an inheritance. It is anticipated that the Wife will receive a further \$149,000 from her Father's personal estate once probate is completed.

Vehicles

23. The parties each withdrew approximately \$12,000 from their respective pensions to purchase a car for the family. The parties also received approximately \$10,000 from the Husband's Father to make up the balance of the purchase price. The Wife has retained the car since the parties separated in January 2024 and would like to retain the car following distribution of the parties' assets. The Wife is prepared to give the Husband half of the sale value of the car.
24. The parties purchased a boat together at a cost of \$6,000. The boat is now valued at \$4,200. The Husband also owned a bike valued at \$800, which he deposed in his oral evidence has now been sold.

Savings & Investments

25. The Wife filed bank statements showing a cumulative balance of approximately \$267,000 USD and \$8,000 BMD.
26. The Husband filed bank statements showing a cumulative balance of \$1,500. In his oral evidence, the Husband also confirmed that he has accumulated a cash surplus of rental income totaling \$8,000.

Pensions

27. The Wife's pension statements reflect a cumulative balance of approximately \$111,000, while the Husband's pension statement shows a balance of approximately \$9,000.

Debts

28. The parties' debts relate to the FMH, which is presently subject to an interest-free loan secured by a Promissory Note from the Husband's Father (the **Promissory Note**) valued at \$350,000. The Promissory Note is being repaid at a rate of \$3,000 per month. Prior to the breakdown of the marriage, the parties shared the cost of repaying the Promissory Note. In January 2025, the amount that remained outstanding on the Promissory Note stood at approximately \$170,000.

29. In 2021, the parties obtained a further loan from the Husband's Father and the Husband's Father's business to renovate the FMH (the **Renovation Loan**) valued at \$255,000. The Renovation Loan is being repaid at a rate of \$2,000 per month from rental income obtained from the rental unit of the FMH. In January 2025, the amount that remained outstanding on the Renovation Loan stood at approximately \$226,500.

Income & Expenses

30. The parties' are both employed in full-time positions. The Wife works in education, while the Husband works for a family business established by his Father.
31. Listed below is the Wife's monthly income followed by the monthly expenses that are incurred in relation to A:

INCOME	MONTHLY (\$)	TOTAL (\$)
Salary	4,694.56	
Babysitting	200.00	
		\$4,894.56
EXPENSES (A)		
School Fees	1,441.83	
Health Insurance	220.00	
Gas (cycle)	25.00	
Clothing	100.00	
Pocket money	200.00	
		\$1,986.83

32. Listed below is the Husband's monthly income followed by his monthly household expenses and the expenses that the Husband deposited are incurred in relation to A:

INCOME	MONTHLY (\$)	TOTAL (\$)
Salary	5,600.00	
Rent (Surplus)	1,000.00	
		\$6,600.00
EXPENSES (HOUSEHOLD)		
Promissory Note	3,000.00	
BELCO	300.00	
Internet	160.00	
Groceries/Household items/Restaurant	1,200.00	
Telephone	200.00	
Gas (Cooking)	20.00	
Land tax	50.00	
		\$4,930.00
EXPENSES (A)		
School Fees	1,000.00	
Gas (Cycle)	50.00	

Pocket Money	600.00	
Entertainment	300.00	
		\$1,950.00

33. Save for the sum set out in relation to A’s school fees, the Wife does not accept that the expenses set out above are an accurate reflection of the expenses incurred by the Husband in respect of A. Most notably, the Wife refutes the Husband’s evidence that he provides A with approximately \$600 in ‘pocket change’ each month.

Age & Duration of Marriage

34. The Wife is 51 years old, and the Husband is 49. The marriage lasted for 19 years.

THE WIFE’S POSITION

Assets

35. The Wife relies on the recent decision of the UK Supreme Court in *Standish v Standish* [2025] EWCA Civ 567, which gives guidance as to how the court should approach cases such as these, and in particular the approach to be adopted in respect of matrimonial and non-matrimonial property and the sharing principle.
36. In line with the sharing principle, the Wife is seeking 50% of the total matrimonial assets. In determining the value of the matrimonial assets, the Wife accepts that the value of the FMH must take into account the parties’ outstanding loans. It is the Wife’s case that since January 2025, a further \$27,000 has been paid towards the Promissory Note, bringing the balance outstanding to \$143,000, and a further \$24,000 has been paid towards the Renovation Loan, bringing the balance outstanding to approximately \$202,000. The net equity (value) remaining in the FMH is therefore \$992,000 as shown below:

FMH	VALUE
Market Value of FMH	1,450,000.00
Promissory Note	(143,000.00)
Renovation Loan	(202,000.00)
Closing Costs	(113,000.00)
NET EQUITY	\$992,000.00

37. As to the parties’ remaining assets, the Wife accepts that *ordinarily* the parties’ pensions would fall within the definition of marital assets and would therefore be subject to the sharing principle. However, given the circumstances, the Wife argued that it would be unfair and unjust to share her pension with the Husband.
38. The Wife highlighted that her pension entitlement (valued at \$111,000) *far* outweighs the Husband’s pension entitlement (valued at \$9,000) only because the Husband has failed to

make proper remittances to the Pension Commission. The Wife then argued that the Husband, who manages the business where he is employed, made a conscious decision not to make proper remittances, choosing instead to spend his pension contributions during the marriage.

39. It was further noted, that the Husband is currently 49 years of age and therefore has 17 years of working life remaining before he reaches retirement age. As such, the Husband has the ability to build up a pension for himself, if he chooses to do so, whereas the Wife, who is 51 years of age and a Type 1 diabetic, is not guaranteed good health as she ages. In the circumstances, the Wife submitted that the parties should each retain their respective pensions.
40. As to the parties' inheritances, it is the Wife's case that the inheritance she received from her Mother in the sum of \$200,000, and the *early* inheritance that the Husband received from his Father in the sum of \$250,000 were matrimonialized into the jointly owned FMH.
41. In respect of the inheritance received from her Father, the Wife deposed that these funds were deposited into a personal savings account held by her, which she utilizes to cover the costs and expenses associated with securing her own separate rental accommodation. As these funds were and continue to be held in a sole account by the Wife, it is the Wife's case that these funds have not been matrimonialized.
42. Unlike the inheritance she received from her Mother, the funds received from her Father were never comingled with the joint properties of the parties or otherwise matrominialized. Therefore, the Wife argued that the funds inherited from her Father totaling \$360,000 are a non-matrimonial asset and therefore are not subject to the sharing principle. It was also submitted by the Wife that any further funds received from her Father's estate would be a non-matrimonial asset and not subject to distribution for the same reason.
43. Taking the above into account, the Wife argued that the total matrimonial assets for distribution is as shown below, followed by the 50% share due to each party:

ASSET	VALUE
FMH	992,000.00
Car	16,000.00
Husband's Boat and Bike	5,000.00
TOTAL MATRIMONIAL ASSETS	\$1,013,000.00
50%	506,500.00
Less value of car	(16,000.00)
TOTAL DUE	\$490,500.00

44. As the parties have agreed that the Wife shall retain the family car, the Wife invited the Court to make an order that the Husband pay to the Wife the total sum of \$490,000 within 30 days. If the Husband is not able to pay to the Wife the aforementioned sum, the Wife's

alternative position is that the Court should make an order transferring ownership of the FMH to the Wife so that she may have conduct of its sale. Following which, the Wife shall pay to the Husband 50% of the net proceeds of sale, plus \$8,000 being the value of the car.

45. Notwithstanding the above, the Wife is seeking an order that the Husband pay to the Wife 50% of the rental surplus held by the Husband in cash (i.e. the sum of \$4,000) forthwith.

Income & Expenses

46. It is the Wife's case that during the marriage she earned considerably less than the Husband, and that despite this disparity she still met the costs associated with health insurance for the family and was required to meet 50% of the family's remaining expenses, which included the parties' monthly loan payments to the Husband's Father, the household utilities, and the expenses relating to A.
47. Referring to the parties' current salaries, the Wife highlighted that the Husband earns a higher salary than her. The parties are agreed that the Husband earns approximately \$5,600, while the Wife earns approximately \$4,600. It is the Wife's case that the Husband engages in 'side jobs' outside of his employment, from which he earns additional income. The Husband accepted in his oral evidence that he does earn additional income on an *ad hoc* basis. The Husband stated he only engages in this work 2 or 3 times per year and earns \$200-\$300 on each occasion.
48. The Wife also noted that A resides primarily with her, and that she therefore bears the burden of meeting A's daily needs, which includes groceries in the amount of approximately \$2,000 per month. In addition, the Wife is currently paying \$3,850 per month in rent, while the Husband continues to reside in the main unit of the FMH, which has a rental earning capacity of \$6,000. Lastly, the Husband is receiving \$3,000 in rent each month, \$1,000 of which he deposed in his own evidence is surplus income.

Child Maintenance

49. Bearing this in mind, the Wife argued that the parties should share the costs associated with A, with the Husband covering two thirds of A's direct and indirect expenses, while the Wife covers the remaining 1/3 share.
50. A's direct (basic) expenses are set out in paragraph 31 and include A's tuition, health insurance, gas (cycle), clothing and pocket money. The Wife is seeking an order that the Husband pay to the Wife a 2/3 share of these expenses. Certain other expenses were not included in the Wife's submissions, such as copays, haircuts, etc. Initially, the Wife deposed that she would incur additional expenses for A amounting to \$1,300 each month, which included tutoring (\$500); extra-curricular activities (\$500); and counseling (\$340).

These expenses are no longer incurred, however it is the Wife's evidence that A may require tutoring in the future.

51. As A resides primarily with the Wife, she is also seeking an order that the Husband cover a 2/3 share of A's indirect expenses for food and shelter. The Wife noted that her rent is currently \$3,850 per month and that she spends approximately \$2,000 in groceries.
52. The Wife invited the Court to make an order that the Husband pay to the Wife the sum of **\$2,263** each month in Child Maintenance and that such sum be paid to the Wife by standing order. It was noted that this sum may need to be reassessed when A completes his secondary education and the parties have a clearer understanding of A's postsecondary education plan and what those costs will be.
53. The Wife is also seeking an order that a portion of the monthly maintenance be backdated to the date of the Application, which was 21 January 2025. The Wife acknowledged that the Husband has made contributions in respect of A's direct and indirect expenses since the filing of the Application. As such, she is seeking that 50% of the monthly maintenance amount (i.e. \$1,131) be backdated to January 2025.
54. Lastly, the Wife is seeking an order that she be awarded her costs of the Application and would like to be heard on the issue of costs.

THE HUSBAND'S POSITION

Duty of Full & Frank Disclosure

55. As a starting point, it is the Husband's case that the Wife has not been full and frank in her disclosure. The Husband highlighted that it is trite law that where one party fails to provide full and frank disclosure, adverse inferences in respect of that non-disclosure can be drawn (see *Vernetta Mae Shelley Howe v Douglas Colby Howe* (SC) No. 55 of 2012 (14 March 2016) at para 30).
56. The Husband also referred to the case of *NG v SG (Appeal: Non-Disclosure)* [2011] EWHC 3270 at paragraphs 1 - 3, where Mostyn J summarized the duty of the parties in respect of disclosure as follows:

*“The law of financial remedies following divorce has many commandments but the greatest of these is the absolute bounden duty imposed on the parties to give, not merely to each other, but, first and foremost to the court, full frank and clear disclosure of their present and likely future financial resources. Non-disclosure is a bane which strikes at the very integrity of the adjudicative process. Without full disclosure the court cannot render a true certain and just verdict. Indeed, Lord Brandon has stated that without it the Court cannot lawfully exercise its powers (see *Livesey (formerly Jenkins) v Jenkins* [1985] FLR 813, HL). It is*

thrown back on inference and guess-work within an exercise which inevitably costs a fortune and which may well result in an unjust result to one or other party.

In Lykiardopulo v Lykiardopulo [2011] 1 FLR 1427, CA Thorpe LJ stated:

[36] However ancillary relief proceedings are marked by features absent in other civil proceedings:

- i. The proceedings are quasi-inquisitorial. The judge must be satisfied that he has, or at least that he has sought, all the information he needs to discharge the duty imposed on him to find the fairest solution.*
- ii. The parties owe the court a duty, a duty of full, frank and clear disclosure. The duty is absolute.*
- iii. Sadly the duty is as much breached as observed. The payer's sense of the obligation is distorted by the emotions aroused by the payee. Breaches take many forms.*
- iv. Breach by omission is commonplace. A bank account or some other asset is not declared. That tactic gives rise to the counter, filching and copying the contents of desk, briefcase or computer (now proscribed by the decision of this court in Tchenguiz v Imerman [2010] 2 FLR 814, the effects of which have yet to be worked out).*

[37] Breaches by commission are more serious. An omission once detected can be excused as an oversight. A breach by commission is plain perjury and thus risks serious consequences. The present case is a good example. The conspiracy within the family to protect the family business resulted in the presentation to the court of forged and back-dated documents.'

As Thorpe LJ observes the phenomenon of non-disclosure is regrettably commonplace. Its treatment in the authorities stretches back at least to the famous decision of Sachs J in J-P C v J-A F [1955] P 215. From that case can be identified the origin of the duty of the court to consider drawing adverse inferences where non-disclosure is found. That duty has been reiterated in many subsequent decisions. Sachs J memorably stated:

'In cases of this kind, where the duty of disclosure comes to lie on a husband; where a husband has – and his wife has not – detailed knowledge of his complex affairs; where a husband is fully capable of explaining and has had opportunity to explain, those affairs, and where he seeks to minimise the wife's claim, that husband can hardly complain if, when he leaves gaps in the court's knowledge, the court does not draw inferences in his favour. On the contrary, when he leaves a gap in such a state that two alternative inferences may be drawn, the court will normally draw the less favourable inference – especially where it seems likely that his able legal advisers would have hastened to put forward affirmatively any facts, had they existed, establishing the more favourable alternative.'

57. Relying on the above, the Husband argued that the Wife's financial position is difficult to fully understand as she has failed to provide full and frank disclosure. In particular, the Husband referred to his outstanding Rule 57(4) requests and the Disclosure & Adjourment Application, which sought an order that the Wife be compelled to disclose the additional bank statements sought by the Husband in his Rule 57(4) requests.
58. The Husband argued that the Wife should have disclosed the additional bank statements as they may provide: (i) evidence of income that she has received from any part-time employment; (ii) evidence of any inherited property; and/or (iii) any other financial information that the Husband should have the opportunity to consider. In the absence of this disclosure, the Husband argued that the Wife's disclosure has not been full or frank and that adverse inferences must be drawn in respect of her non-disclosure.
59. The Wife refuted the Husband's assertion that her disclosure has not been full or frank. The Wife referred to the voluminous disclosure provided, and argued that the *additional* bank statements sought by the Husband were neither necessary or relevant. The Wife also argued that she has provided to the Husband and to the Court all necessary disclosure to enable the Court to fairly distribute the parties' assets, both in her affidavit evidence and in her *viva voce* evidence.
60. On the issue of full and frank disclosure, it must also be noted that following the Ancillary Relief Hearing, the Court was informed through correspondence from the Wife's attorneys that the Wife became aware of the existence of *another* bank account in the Husband's name that he held jointly with his now deceased Mother (the **Disclosure Letter**).
61. The Disclosure Letter argued that despite the Husband's *continuing* obligation of full and frank disclosure, he had not disclosed the existence of this account, or the monies held within it, to the Wife or the Court. The Disclosure Letter also revealed that as of 24 December 2025 the balance in the account stood at approximately \$350,000 that were now held by the Husband in his sole name.
62. Further, the Disclosure Letter noted that while it is accepted that inherited property of the parties is not matrimonial property, the Court should have been made aware of these funds held by the Husband as the absence of this information creates an untrue picture of the Husband's liquidity, and therefore his ability to pay to the Wife the lump sum she is seeking in her Application.
63. The Husband's Counsel did not respond to the allegations made in the Disclosure Letter, as the Court informed the parties that it is inappropriate for the parties' to litigate in correspondence copied to the Court. The parties were also informed that should I require submissions, or to hear from the parties orally, that the parties would be so advised.

Assets

64. The Husband agrees that the circumstances of the case direct that the matrimonial assets be shared equally between the parties.
65. As to the value to be attributed to the FMH, The Husband submitted that the net equity remaining in the FMH is as shown below:

FMH	VALUE
Market Value of FMH	1,450,000.00
Promissory Note	(170,000.00)
Renovation Loan	(226,500.00)
Sweat Equity	(50,000.00)
Closing Costs	(113,000.00)
NET EQUITY	\$890,500.00

66. In determining the value of the FMH, the Husband agrees that the amounts remaining outstanding in respect of the parties' loans must be taken into consideration, however the sums submitted by the Husband as outstanding on the parties' loans reflect the amounts that the parties agree were outstanding in January 2025.
67. It is accepted by the Husband that the Wife continued to contribute to the family's household expenses (including repaying the parties' loans) after she vacated the FMH in 2024 until January 2025. The parties were not able to agree on the amounts that have been paid in respect of the Promissory Note and the Renovation Loan *since* January 2025, or that those sums should be taken into consideration when determining the value of the FMH in any event. The Wife submitted that it is trite law that the value of the parties' debts is taken as at the date of the hearing. As such, the Wife takes the view that the Husband has reduced the value of the FMH without justification.
68. The Husband also argued that the Court should deduct from the value of the FMH the value of '*sweat equity*' injected into the FMH in the form of maintenance (painting, landscaping, etc.) in the sum of \$50,000.
69. The Wife objects to any sums being deducted from the value of the FMH to account for the Husband's '*sweat equity*'. While it is the Wife's primary position that the Husband's purported sweat equity is irrelevant, it was highlighted by the Wife that *both* parties assisted in reducing the financial outgoings of the family during the course of the parties' marriage.
70. For example, the Wife has had primary responsibility of A's childcare throughout the parties' marriage. It was noted that prior to the Wife's current employment, she owned and operated a nursery, where A attended until he reached school age. As a result, the parties

were not required to pay childcare fees during this period, which at the time amounted to approximately \$5,000 per term (or \$15,000 per annum). As A was enrolled in nursery for 3 years, the savings to the parties totaled approximately \$45,000.

71. In addition, as a result of the Wife’s current employment the parties are receiving a 25% discount in tuition fees for A that the parties benefit from. The Wife’s employee discount results in savings of approximately \$5,800 per annum. As such, the Wife argued that over a 6 year period the parties have had the benefit of approximately \$32,000 in savings on account of the Wife. The Wife then noted that taken together the Wife has reduced the financial outgoings by approximately \$77,000. The Husband did not dispute this evidence.

72. The Husband argued that the total value of the matrimonial assets are as follows:

ASSET	VALUE
FMH	890,500.00
Wife’s Pension	111,000.00
Husband’s Pension	9,000.00
Boat	4,200.00
Car	26,000.00
TOTAL MATRIMONIAL ASSETS	1,040,700.00

73. Notably, the Husband does not accept the Wife’s submission that the parties’ pensions should be excluded from the total matrimonial assets. The Husband argued that he chose not to make remittances to the Pension Committee during the marriage as he considered those sums would be better invested into the FMH for the benefit of the parties and A. The Husband deposed in his oral evidence that he used any sums that would have been remitted in respect of the FMH for the family’s household expenses only. Therefore, it is the Husband’s case that the parties’ respective pensions should be included in the marital assets for distribution and subject to the sharing principle in the ordinary way.

74. It is also noted that the Husband and Wife disagree on the value of the family car. The value attributed to the family car by the Wife (\$16,000) was derived from an appraisal conducted by Rayclan Limited in February 2025. The Husband argued that this is not an accurate reflection of the value of the car when the parties’ separated and the Wife retained exclusive use of the car.

75. The Husband then argued that since the Wife has had exclusive use of the car the value has diminished due to the Wife’s usage, and that the value to be considered should be the car’s insured value (\$26,000) as noted in an email from BF&M in October. Notwithstanding the parties’ differing views on the value of the car, the Husband confirmed his agreement that the Wife take over sole ownership of the parties’ car.

76. As to the parties’ inheritances, the Husband agrees that the inheritance received by the Wife from her Mother has been matrimonialized into the jointly owned FMH, but he does

not accept that the funds received from his Father as an *early* inheritance have been matrimonialized.

77. In addition, the Husband deposed in his oral evidence that the Wife, whilst still residing in the FMH, communicated her intention to share the inherited funds she received from her Father with the Husband. The Husband then submitted that the Wife vacated the FMH to evade having to share her inherited funds from her Father with the Husband.
78. The Husband argued that the Wife's failure to disclose the additional bank accounts sought in his Disclosure & Adjournment Application hindered his ability to argue fully that the Wife's inherited funds from her Father were matrimonialized. Notably, this evidence was not put to the Wife during her cross-examination.
79. Bearing the above in mind, I was invited to consider distributing the matrimonial assets as follows:

ASSET	VALUE
Total Matrimonial Assets	1,040,700.00
Husband's Early Inheritance	(250,000.00)
Car	(26,000.00)
TOTAL FOR DISTRIBUTION	764,700.00
50%	\$382,350.00

80. It was highlighted by the Husband that the FMH has been in his family for decades. It was also submitted that the FMH was sold to the parties by the Husband's Father at a undervalue, with the intention that it would be an early inheritance for the Husband and would remain in the Husband's family for years to come. Given the sentimental value the Husband holds in the FMH, the Husband confirmed his desire to retain the FMH. It is noted that the Wife does not object to the Husband retaining the FMH, provided the Husband is able to pay her the lump sum provision she is seeking.

Income & Expenses

81. Although the parties are agreed on the quantum of the parties' full time salaries, it is the Husband's case that the Wife has not been full and frank in her disclosure in relation to additional income she earns through her part-time employment. It is the Husband's case that the Wife earns *more* than she has put forward in her written and oral evidence (i.e. a sum in excess of \$200 - \$300 per month), and that the Court should draw adverse inferences in this regard. The Husband then argued that the parties appear to be on equal footing as to their income.

Child Maintenance

82. The Husband argued that the parties should share the financial obligations in relation to A equally, i.e. a 50/50 split rather than the 2/3 split submitted by the Wife. The Husband submitted that the parties should share A's *direct* expenses as follows: (i) the Husband paying 50% of A's tuition directly to the school; and (ii) the Husband paying 50% of A's other direct expenses ($\$545/2 = \272.50) to the Wife.
83. As to A's indirect expenses, the Husband highlighted that although A resides primarily with the Wife now, A is at liberty to decide where he chooses to reside at any time. The Husband then submitted that because of this both the Husband and the Wife are required to maintain a home for A. That being the case, the Husband argued that A's indirect expenses should be borne by the party with whom A resides.
84. The Husband rejected the Wife's submission that any award for monthly maintenance should be backdated to the date of the Application.

APPLYING THE FACTS TO THE LAW

Findings in respect of the parties' duty of full and frank disclosure

85. It is trite law that the parties in matrimonial proceedings are required to provide full and frank disclosure, and that the Court may draw adverse inferences in respect of the non-disclosure of either party. I also take the view that it is an established principle that the parties to matrimonial proceedings have a continuing obligation of full and frank disclosure.
86. The Husband submitted that the Wife has not been full and frank in her disclosure as she failed to disclose additional bank statements that *may* provide further evidence of her part-time employment and inherited funds. It has been noted in this Ruling that I disagreed with the Husband's submission that the Wife's disclosure has not been full and frank, and his Disclosure & Adjournment Application was dismissed as a result.
87. Interestingly, the Husband was later accused by the Wife of concealing the existence of a bank account holding funds that he held jointly with his now deceased Mother. If the allegations are true, the Husband would now hold those funds in his sole name. While the Wife accepted that these *inherited* funds would not be subject to the sharing principle in any event, the Wife argued that the Husband should have disclosed the existence of this account to the Court.
88. I cannot make any findings as to the existence of this account or the amounts held therein in the absence of evidence from the Husband. That said, I would agree, *in principle*, that

if this account does exist, the Husband had an obligation to disclose the existence of that account and any funds held therein to the Wife and to the Court.

89. For the avoidance of doubt, I do not require further evidence from the Husband concerning the existence of this account as it is noted that the Wife accepted that any sums held in the account would not be considered a matrimonial asset and therefore would not be subject to the sharing principle in any event.

Findings regarding Assets, Income & Expenses

Assets

90. The parties are agreed that they purchased the FMH in their joint names, and resided there as their matrimonial home with A. It is clear on this evidence that the FMH must be defined as matrimonial property, although it is acknowledged that the parties also agree that the FMH was purchased from the Husband's Father and is a property that has been in the Husband's family for generations. I am satisfied that the FMH is valued at \$1,450,000.
91. The parties agree that the Wife received an inheritance from her Mother in the amount of \$200,000, which was matrimonialized into the jointly own FMH, and that the Husband received an early inheritance (or gift) from the Husband's Father in the sum of \$250,000, which was applied to the purchase price of the FMH. Although the Husband accepts that the inheritance the Wife received from her Mother was matrimonialized into the jointly owned FMH, he invited the Court to deal differently with the early inheritance he received from his Father.
92. I do not accept the Husband's submission that the sum of \$250,000 received from this Father as an early inheritance should be considered a non-matrimonial asset, and therefore deducted from the value of the FMH or the parties' assets generally. It is clear that these funds, in addition to the inheritance received by the Wife from her Mother in the sum of \$200,000, have been matrimonialized into the jointly owned FMH.
93. As to the inheritance received by the Wife from her Father, I accept the Wife's submission that these funds are non-matrimonial assets. It is a well-established principle that there is a clear distinction between matrimonial and non-matrimonial assets, and that the starting point on inherited property is that such property is considered a non-matrimonial asset. Unlike the inheritance received by the Wife from her Mother, it is clear that the inheritance the Wife received from her Father was never comingled with the parties' matrimonial assets, or otherwise intended to be considered a matrimonial asset.
94. The Husband argued that the Wife, whilst still residing in the FMH, communicated her intention to share the inherited funds with the Husband. The Husband also argued that the Wife vacated the FMH to evade having to share her inherited funds with the Husband and

that the Wife's failure to disclose additional bank accounts hindered his ability to argue fully that her inherited funds were matrimonialized.

95. Notably, that evidence was not put to the Wife during her cross-examination, and I do not accept this evidence to be true. Further, even if this evidence were true, I do not accept that this would result in the Wife's inheritance from her Father being classified as a matrimonial asset and subject to the sharing principle given the circumstances.
96. Further, I do not agree that the sum of \$50,000 should be deducted from the value of the FMH, or from the value of the matrimonial assets generally, to account for the Husband's sweat equity in the FMH. As a starting point, I agree with the Wife that the Husband's sweat equity is irrelevant in determining the value of the FMH, or the parties' matrimonial assets generally. This submission is not supported by the law.
97. That said, even if I am wrong in that determination, it is clear that both parties have made contributions that have resulted in reducing the parties' financial outgoings. This is illustrated in the Wife's evidence in that she was primarily responsible for A's childcare throughout the parties' marriage. Notably, the Husband did not dispute the Wife's evidence in this regard, or the Wife's evidence that the parties are continuing to benefit from the Wife's 25% discount in respect of A's school tuition. The Husband noted that each party had a "role" in the marriage.

Income & Expenses

98. I do not accept the Husband's submission that the parties' incomes are on par. Rather, I am satisfied that the Wife earns approximately \$1,000 less than the Husband. It is also noted that the Husband is receiving rental income, with a surplus of \$1,000 each month. In addition, the Husband resides in a unit with an earning capacity of \$6,000, while the Wife resides in rented accommodation at a cost of \$3,850 per month.
99. I am also satisfied that the Wife, despite earning less than the Husband, is currently bearing the brunt of the financial burden as it relates to A since A resides primarily with the Wife. I also prefer the evidence of the Wife as it relates to the quantum of costs associated with A. The evidence of the Husband appears conflated, particularly in respect of the sum set out for pocket money. I do not accept that A requires or utilizes the sum of \$600 in pocket money each month. The expenses set out by the Wife are reasonable. It also noted that the Husband did not dispute the Wife's evidence as it relates to A's costs.

Debts

100. I accept that the value in the FMH is subject to deductions given the parties' outstanding loans. I am also satisfied that the value of the parties' debts is taken as at the date of the Ancillary Relief Hearing, rather than the date of the Application.

101. In this respect, I have considered the Wife’s evidence that she continued to contribute to the household expenses, including the parties’ loans after she had vacated the FMH, and that she ceased making those contributions in January 2025 as she could no longer afford to do so whilst also paying rent. The parties are agreed on the sum attributed to closing costs. The value of the FMH is therefore as follows:

FMH	VALUE
Market Value of FMH	1,450,000.00
Promissory Note	(143,000.00)
Renovation Loan	(202,000.00)
Closing Costs	(113,000.00)
NET EQUITY	\$992,000.00

Findings regarding Standard of Living & Earning Capacity

102. The parties’ standard of living can be gleaned generally from the parties’ evidence. While the Wife is not seeking spousal maintenance, it is worth noting that the parties appear to have lived comfortably throughout their marriage and provided a comfortable lifestyle for A.

Finding regarding the Division of Assets

103. I accept that the starting point for the division of assets is that they are divided equally between the parties unless there is good reason for an unequal division. Notably, the Wife has invited the Court to depart from the starting point in respect of the parties’ pensions.

104. I agree with the Wife that the Husband made a conscious decision not to make remittances to the Pension Committee and that doing so has resulted in his accrual of a significantly less pension entitlement than the Wife. Although the Husband argued that he chose instead to “invest” his pension into the FMH by utilizing those funds for the family’s household expenses, it is noted that the Husband did not dispute the Wife’s evidence that the parties shared the household expenses, including repaying the parties’ loans, equally throughout their marriage.

105. I have also considered the parties’ respective ages and the Wife’s evidence that she is a Type 1 diabetic, which may impact her future earning capacity. In the circumstances, I agree that it would be unfair to the Wife to share her pension with the Husband equally. The Wife was required to make remittances to the Pension Committee whilst also sharing 50% of the household expenses. The Husband, despite having the opportunity to make remittances to the Pension Committee, chose not to. Therefore, the parties shall retain their respective pension entitlements absolutely.

106. I accept the Wife's evidence as to the value of the car, that being the sum determined by Rayclan Limited, a local car dealership and repair company. I prefer this evidence over that of the Husband, who provided the insured value of the car determined by BF&M Limited, a local insurance company.
107. Bearing the above in mind, I am satisfied that the assets for distribution, and the lump sum provision due to the Wife is as follows:

ASSET	VALUE
FMH	992,000.00
Car	16,000.00
Boat	4,200.00
TOTAL	\$1,012,200.00
50% SHARE	506,100.00
Less Value of Car	(16,000.00)
TOTAL DUE	\$490,100.00

108. For the avoidance of doubt, each party shall retain their respective cash balances.
109. It is worth noting that I have considered the Wife's supplemental submissions set out in the Disclosure Letter. Given the circumstances of this particular case, I do not consider the Husband's liquidity a determining factor in my decision to award a lump sum provision. In particular, it is noted that the net equity remaining in the FMH is over \$900,000 and the lump sum provision awarded to the Wife is \$490,100.

Findings regarding Child Maintenance

110. I am satisfied that A's direct (basic) expenses are as follows:

EXPENSES (A)	MONTHLY (\$)
School Fees	1,441.83
Health Insurance	220.00
Gas (Cycle)	25.00
Clothing	100.00
Pocket money	200.00
TOTAL (\$)	\$1,986.83

111. I am also satisfied that A resides primarily with the Wife and his indirect expenses for food and shelter amount to approximately \$2,900 per month.
112. The parties agree that they should share A's expenses, but disagree on the apportionment. It is also noted that the Wife is seeking a clean break from the Husband.

113. I am satisfied that the Husband should cover a larger share of A's school tuition (and any other school related expenses billed by the school). Not only does the Husband earn a higher income, the Husband will retain the FMH, which has the benefit of an income producing apartment while the Wife continues to reside in rented accommodations. The Husband shall cover 75% of A's tuition (and any other school related expenses billed by the school) and the Wife shall cover the remaining 25%.
114. As to A's remaining direct and indirect expenses, which amount to approximately \$3,445, the parties shall share these expenses equally. Accordingly, the Husband shall pay to the Wife the sum of \$1,722.50 each month. It is noted that A will soon complete his secondary education. In this respect, it is noted that the maintenance provisions may need to be reassessed in the not too distant future.

CONCLUSION

115. I have considered the factors set out in section 29 of the MCA, and that fairness requires the Court to consider the needs of the parties and A. Additionally, I have considered the principles set out in case law. Having applied those principles to my findings, I order as follows:
- (1) The Wife's application for a lump sum provision is granted. Accordingly, the Husband shall pay to the Wife the sum of \$490,100 within three (3) months.
 - (2) The Wife's application for periodical payments (**Child Maintenance**) in respect of A is granted. The Husband shall pay Child Maintenance as follows:
 - a) 75% of A's school tuition (and any other school related expenses billed by the school) directly to the school;
 - b) 50% of A's remaining expenses in the sum \$1,772.50 monthly, to the Wife on the 1st day of each month commencing on 1 July 2026.
 - (3) Child Maintenance shall continue in respect of Child A while A remains in full-time education, up to a first degree. The parties shall have liberty to apply in respect of the Child Maintenance provisions should there be a change in circumstances.
116. As to costs, the Mother has indicated that she wishes to be heard on this issue. I take the view that the starting point in family cases is that there is no order as to costs, and that any departure from this starting point requires the presence of very limited circumstances. Further, in determining whether to make an adverse costs order in family cases, it was confirmed in *Wife v Husband (Costs Ruling)* [2025] SC (Bda) 91 div. that the main factor to be considered is the litigation conduct of the parties, which must meet the threshold of being reprehensible.

117. With this in mind, the Wife is invited to provide any submissions to support her position on the recoverability of her costs in writing within 14 days of this Ruling. The Husband may file written submissions in reply to the Wife's submissions on costs only within 14 days thereafter. A final determination will be made on the papers.

118. I direct Counsel for the Wife to file an Order in these terms for sealing within 7 days of receipt of this Ruling.

Dated this 22nd day of **June 2026**



**CRATONIA THOMPSON
ACTING REGISTRAR**