This Judgment was delivered in private, but the Judge hereby gives leave for it to be published.

Neutral Citation Number: [2025] CIGC (Fam) 3

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FAMILY DIVISION **CAUSE NO: FAM 241 OF 2023**

BETWEEN: ADRIENNE ELIZABETH POLITOWICZ PETITIONER

AND: RICHARD CHARLES KURIGER IV RESPONDENT

Appearances:	**Mr. David McGrath from McGrath Tonner for the Petitioner** **Ms. Lynne McDonagh from KSG Attorneys for the Respondent**
Before:	**Hon. Mr. Justice Richard Williams**
Heard:	**7 January 2025**
Petitioner's Written Submissions filed:	**15 January 2025**
Respondent's Written Submissions filed:	**24 January 2025**
Date of Circulation of Draft Judgment:	**7 February 2025**
Judgment Delivered:	**11 March 2025**

Financial provision - ancillary relief - division of assets - equal sharing

JUDGMENT

The Application

1. This is the hearing to determine ancillary relief proceedings between Adrienne Elizabeth Politowicz, the 56 year-old Petitioner wife ("the wife"), an Richard Charles Kuriger IV, the 55 year old Respondent husband ("the husband"). The wife is a US citizen and is domiciled and ordinarily

resident in the Cayman Islands where she has a work permit. She intends to submit a permanent residence application in 2025. The husband is also a US citizen and he resides in Texas, USA. There are no children of the marriage, but the husband has three adult children[1] from his previous marriage.

2. I hope that the parties will not be offended if I hereafter refer to them, for convenience, as the husband and the wife.

The historical and procedural background

3. The parties met in Texas, USA and commenced a relationship in May/June 2011. The wife was then aged 42 and the husband was then aged 41. The husband was going through divorce proceedings from his first marriage at that time and his children were aged around 14, 12 and 10. The husband states that they started cohabiting in June 2011. The wife says that they started to fully cohabit in January 2012. The difference in the dates is not significant in these proceedings. The wife said that, after they met, she extended the lease of her rental property for six months and that she stayed with the husband on and off during that time.

4. They married on 16 June 2012 in Florida, USA after a short engagement. The wife was aged 43 and the husband was aged 42 at the time.

5. In March 2012, four months before the marriage[2], the husband purchased the Sage Road property ("Sage Road") in Texas for US$493,500 in his name. The parties cohabited at Sage Road from the time of its purchase. It was a large home because the husband's children would spend considerable time there. By October 2011, his middle child (son), A, made it clear that he did not want to live with his mother, so he ended up residing at Sage Road with the parties. His two siblings (son "Q" and daughter "K"), pursuant to a shared custody arrangement, were to stay from Thursdays until Sundays with a degree of flexibility[3]. During cross-examination, the husband said about Sage Road that he *"intended (it) to be a family home and it became a family home. One child lived full time there, two children about half of the time".* From the evidence, I find that Sage Road was a family

[1] Aged 24, 26 and 28.
[2] Also, between 9 months (husband's dates) or 2 months (wife's dates) after they started cohabiting - **see paragraph 3 above.**
[3] It appears that the husband's eldest son (Q) ended up spending more time at his mother's home than at Sage Road.

home, with the wife taking on a stepparent role and assisting with the care of the husband's children when they were residing at Sage Road. The husband paid the relatively small percentage down payment which was only US$24,675. A 95% mortgage (US$468,825) was taken out in the husband's sole name on Sage Road. The husband was the one who made the mortgage payments of US$4,000 per month. He said that he also paid for all the utilities, annual property taxes, improvements, maintenance and the housekeeper. He said that the parties kept their finances segregated in their individual bank accounts.

6. The wife agrees that Sage Road was purchased in the husband's name and that he paid the mortgage payments adding that was because he had *"three degrees in financing and he had a relationship with the banks in Texas where he was from, so he handled it".* The wife further added:

> *"In 2012 I put money into the family pot. Spent on groceries, homes/decor, on him and me and the children. No part of (my) income gone elsewhere outside what we see in the documents. (I have) no side inheritance or property anywhere. I thought normal, he handle larger scale things, he businessman, three master degrees, so I let him handle that side of the marriage. I do the other sides, groceries, holidays over the top for the family. That was throughout the marriage"* and "*He take(s) care of the financing and I take care of other things: decor, children's needs, paint walls. I do the house type things whilst working and I give money to make a house a home."*

I accept that this was the general arrangement. I find that all the mortgage payments were voluntarily made during the period of cohabitation and marriage by the husband who had the larger income. The parties clearly adopted a position that he would take the lead in relation to the management and payment of the household finances. I do not accept the husband's contention that five years living at Sage Road is a short time. I do not accept his submission that Sage Road should not be regarded as a matrimonial property. For the purpose of my determination under the Matrimonial Cause Act ("the Act"), it is irrelevant whether the husband believes that Sage Road would not be regarded as being a matrimonial property under Texas statute. It was not a property purchased and owned by the husband some time before the marriage or before the parties' relationship; it was acquired very shortly before the marriage when the parties were already cohabiting with the clear intention that it would be a first matrimonial home. In addition, the down-payment was a small one with, save for 3 or 4 months, the mortgage payments being made during

the marriage. Accordingly, I find that Sage Road should be treated as being the first matrimonial property for the purpose of these proceedings.

7. At the time that the parties met the wife was working as a Sales Representative for a dental company earning US$100,000 per year. Shortly after the marriage, in early 2012, she took up the post as an Executive Administrator/Medical Liaison employee with a law firm on an annual salary of around US$140,000. At the time of the marriage, the husband was working as a Regional Vice President for a well-known insurance company and he said that he also did some *"on the side"* consultancy on private equity deals in the insurance industry earning around US$300,000 per year. The husband said that, in 2012, he came to Grand Cayman to undertake some due diligence work on a company and that he and the wife came to Grand Cayman lots of times to look at that company during that year. They would stay at a company property in Camana Bay. It is evident that he was travelling extensively for work primarily to South Carolina and to Grand Cayman.

8. By the Fall of 2013 it appears that they had both agreed that they wanted to buy a property on the beach in Grand Cayman. In his oral evidence the husband seemed to be saying that the purchase was a joint venture when he commented:

"In early 2014 we agreed that we were going to buy something on the beach."

The wife submitted that the husband's *"unprompted and unsolicited statement...is probably the single most important insight into the core of this dispute"*. Although that submission may be a little exaggerated, I accept that the husband's comment is not an unusual or surprising one and it reflects the position that one might ordinarily expect for a married couple, namely that a property was going to be jointly acquired for them both. The husband said that he wanted to purchase a property because he was travelling a great deal to Grand Cayman for business, and he wanted to have a property that he could live in and then rent out to generate an income. He added that his long-term plan was to keep the Cayman property as an asset for rental income. The wife said that, as the husband had been spending more time in Grand Cayman working for a company that had an office here, in her opinion he was based in the Cayman Islands, and she wanted to spend more time with him. She also said that the husband wanted to bring the children to Cayman and that is another reason why they looked for a house.

9. They both viewed a property In West Bay, Grand Cayman. The property was purchased for US$480,000 in 2014, despite the husband saying that the wife did not like the property. That property later became the former matrimonial home ("the FMH"). The husband, at paragraph 12 in his Affidavit sworn on 23 September 2024, wrongly stated that he had used the funds from the sale of Sage Road to finalise the purchase of the FMH. That was clearly a mistake on his behalf, as that sale occurred three years after the purchase of the FMH. The purchase was actually funded by the refinancing of Sage Road, a property which I have found was a matrimonial home and asset prior to its later sale. There was a down payment of US$120,000[4] and a US$360,000 75% mortgage taken out with Cayman National Bank. The FMH was registered in the husband's sole name and the related mortgage with payments of US$3,000 per month was in the husband's sole name. The husband said that a life insurance policy for the mortgage was taken out in his name at a cost to him of US$2,531.40/per annum for eight years (totalling US$20,251.20). He said that the refinancing also enabled him to put in about US$75,000 to make the FMH habitable. The wife said that the registration of the FMH and mortgage arrangements were set up in that manner because the husband chose to manage the entire transaction, including handling the down payment and all associated financial and transactional dealings. The wife said that the husband had all the banking connections.

10. The wife was made redundant by the Houston law firm in around June 2016. The parties said that was because she *"did her job too well",* causing a large number of the firm's cases to settle.

11. The wife moved to Grand Cayman in October 2016 and started work as an Executive Assistant with a real estate development business.[5] The wife moved into the FMH. The wife says that, although the salary for the Cayman job was less than what she had previously been earning in the USA, she accepted the position because they wanted to make the marriage work *"and further our dream of living in the Cayman Islands".* She stated that she *"moved to Cayman with his full support, encouragement and with employment"* and that *"for years he would express disappointment, stating I beat him to Cayman as I moved there first".* She said that, because the

[4] The wife did not know and was not told at the time where the financing came from to purchase the FMH. She said that she believed that the husband borrowed US$48,000 for the deposit and that he paid an additional US$72,000. The husband also paid US$35,711 stamp duty and US$6,280 in attorney fees.
[5] The wife says that conversations about the employment started with the employer in September 2016 which resulted in a conditional job offer on 16 October 2016.

husband had a far greater salary than hers, he offered to pay her a monthly allowance. The husband paid the wife an allowance of $4,000 per month until June 2021.

12. I find that the short period between June 2016 and October/November 2016 was the only time during the marriage when the wife was unemployed and did not bring an income into the household. She says that throughout the marriage, due to her consistent employment, she contributed to the household expenses for example by paying for the internet, cell phones for the house, postal box, insurance on the cars. She said that that she put her money into the family's lifestyle so, although her funds were not going directly to the mortgage, they were going towards other areas of her and the husband's life. Her position is that throughout the marriage they shared household and family holiday expenses informally. The husband does not agree that the wife spent money on him and the family. He said:

> *"She made her money, she spent it. She took the allowance, and she spent it. I do not know who she spent the money on."*

I prefer the evidence of the wife, and I find that she did contribute to the family's finances although some of that may have been for more social events such as holidays or family occasions. That said, I accept that the husband, to his credit, was very much a supportive family man who willingly took on the responsibility for the payment of the major core household expenditures.

13. The husband contends that the wife's decision to move to Grand Cayman full-time without him in October 2016 was a unilateral one. The husband said that he remained in the USA as his children were still finishing school. The wife said that the decision for her to move and then take up employment in Grand Cayman was one made jointly by the parties, adding that the husband *"was eager to leave Houston and his ex-wife behind".* The wife stated that the husband was spending more time in Grand Cayman for work, and he was working on the FMH. The wife reiterated that between 2014 and 2016, for work reasons, the husband was spending the majority of his time in Grand Cayman rather than in the USA. She said that it felt like he was spending more than six months of the year here. The husband feels that the wife's recollection is not an accurate one. He said that that he would come to Grand Cayman once a quarter for board meetings and at other times for work reasons. He said that, although he may not have been in Houston, he was working in other locations in the USA, so when away from Texas on work he was not only in the Cayman Islands. He said his son (A) remained living with him at Sage Road and his daughter (K) moved between

his and his ex-wife's homes. He said that he had to vastly cut down his travelling, including to the Cayman Islands, as his son (A) was living at home with him and the wife was away in Grand Cayman. On the evidence, I do not accept that the wife's move to Grand Cayman was a unilateral move on her behalf or one that was opposed by the husband. I am satisfied that he approved the move. However, I accept that he commendably recognised his ongoing responsibility for his children (in particular his son, A) and that is why he delayed his relocation to Grand Cayman, whilst making frequent visits here for work, to be with his wife and to improve the FMH.

14. The husband's primary employment, namely that with the insurance company, ended in around 2016/2017. It is agreed that the husband took on various consulting roles for insurance groups, but the wife says that resulted in him having had an inconsistent income which placed a strain on the marriage.

15. Sage Road was sold around 15 June 2017 for about US$941,982, which was five years into the marriage and shortly after the husband's son (A) had graduated from high school. The outstanding mortgage, ancillary costs of sale and capital gains tax had to be deducted from the proceeds of sale. The net proceeds of sale were US$174,351.28. The husband stated that he gave the wife US$70,000 from the sale proceeds to pay her credit cards and that he *"stepped up"* on improvements for the FMH and paid for his middle son to go to University at Regents University in London, UK at the overseas student rate.

16. In June 2017, after the sale of Sage Road, the husband joined the wife to *"permanently reside"* in the FMH in Grand Cayman in June 2017. He said that from 2017 to 2021 his employment was consultancy work and that he earned *"fairly good money"* which enabled him to pay for his children's education and for all the expenses on the FMH. The wife said that he was added as a dependent on her work permit at his request on 1 October 2018. The husband said that he moved to Cayman as *"a visitor for a number of years, always travelling off-Island for work or to see family on a monthly basis"* before the wife added him on her work permit as a dependent *"approximately around 2020"*. Although he was paying for everything in relation to the FMH, the husband says that he did not view it as him residing there at that time. It is not clear why the parties proffer different dates relating to the husband's immigration status at that time, but the date does not have a bearing on the issue that I must determine in his matter.

17. In March 2020, the wife changed employment and started to work as a Client Relationship Officer with a financial services business. She has since risen in the ranks to her present post as Vice President. The initial position came with a better salary (US$100,000/annum plus discretionary bonus) than the one she received with her previous employment. The wife said, and I accept, that each party then continued to *"contribute financially and generally commensurate with our means and abilities"*.[6]

18. The husband said that in May 2021 he had transferred to the wife's account US$25,000 to reduce her credit card balance. When cross-examined about that the wife said that she did not recall that payment. The husband exhibited to his Affidavit sworn on 23 September 2024 a schedule which he drafted and which he said he had summarised transactions that he states were from his bank accounts. He highlighted one of the entries as being the purported US$25,000 transfer on 3 May 2021. Unfortunately, he did not provide the bank statement to verify the entry set out in his schedule. Again, the difference of opinion on that transaction does not impinge upon the determination that I need to make. That said, if the husband is correct, this would be a further illustration of his generous and supportive nature towards the wife during the marriage.

19. On 23 July 2021, the FMH was refinanced with Fidelity (Proven Bank) ("the Bank") in joint names, and it was transferred *"for natural love and affection"* to both parties as joint proprietors. The wife contends that this action taken by them is indicative of an intention that the FMH was their joint matrimonial property. The wife also stated that the refinancing was necessary because the husband's income remained inconsistent, and the husband was concerned about the possibility of losing the house. She added that the property was conveyed into joint names to enable the refinancing process, contending that the transfer had to be done to enable them to obtain a mortgage on a joint and several basis. The wife accepted that they also discussed that the transfer would be done with future immigration permanent residency application considerations in mind.[7] She says that it *"defies logic"* that she would *"co-sign"* to a loan when the husband was unemployed and struggling to find employment if she had been planning a divorce. At that time, the wife started to contribute US$3,000/month directly towards the household expenses and mortgage.

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[6] See **paragraphs 12 above and 35-36** below.
[7] The wife would not have been able to apply for Permanent Residency until she had completed eight years of residence and that would have been over three years after the 2021 property transfer, namely in or around October 2024.

20. The husband has a different view about the reasons for the transfer of the FMH into joint names. He does not agree that the transfer was required by the lender to enable the refinancing to take place and said in his oral evidence that it had nothing to do with refinancing. He says that the refinancing began in around December 2020. He refers to the Fidelity offer[8] letter dated 30 March 2021 in which the Bank refers to their *"earlier discussions"* and indicates the Bank's agreement to the refinancing in joint names for the purpose of debt consolidation. The letter states that the agreement is subject to terms and conditions set out in the letter. There is no reference therein to the FMH having to be registered in both parties' names. The husband highlights that:

(i) the funds under the refinanced facility were received before May 2021;

(ii) the transfer of land form was not signed by them until 23 July 2021; and

(iii) the payment receipt from the Registry is dated 30 July 2021.

He submits that these non-simultaneous events are evidence that the transfer was not a condition for the refinanced loan. It is mentioned in his written closing submissions that the Bank subsequently confirmed to him that the wife did not need to be on the Land Registry. I could not find any reference to that evidence in my record of the husband's oral or written evidence and there is nothing from the bank to verify that statement.

21. The husband states that a major reason for him agreeing to the transfer was that the wife was telling him that it was needed for Permanent Residence application purposes. He added that, despite the wife telling him that the transfer was required for immigration purposes, she has not made any application[9], and he suggests that this was in reality *"the first step in her divorce plan to extract as much as possible"* from him. In his oral evidence, the husband inferred that his wife had been talking directly to Members of Parliament about them assisting her to obtain a special grant of permanent residence. I am not sure if he really meant that but, on the evidence before me, there is no merit in that unfounded contention. He concludes that he would not have agreed to the transfer into joint names if the wife had not told him that it was for immigration application purposes.

22. On the material before me it is difficult to determine whether the Bank required the joint registration of the FMH as a condition of the refinancing. In a number of the ancillary relief cases which have

[8] Paragraph 8 of the letter refers to it being an offer which would lapse if not formally accepted within 30 days of the letter. The parties signed the letter on 9 April 2021.
[9] He seems unaware of the fact that only now is the wife able to make such an application – **see footnote 6 above.**

come before me I have seen local banks stipulating such a requirement on parties. However, the documentation placed before me does not include such a condition or indication. I have not been shown any details about the *"earlier discussions"* that took place between the Bank and the parties, and which are noted in passing in the Fidelity Bank Offer Letter[10]. Neither party took up the opportunity to contact the Bank to have them put in writing whether or not they required the transfer. Although this is clearly a 'burning issue' for the parties, the title factual dispute is not one that I must resolve in this matter to enable me to determine how the proceeds of sale of the FMH should be apportioned. The husband appears to wrongly believe that for a matrimonial home that title is a core factor[11]. The reliance the husband has upon his comment in cross-examination that he would not have transferred the FMH into joint names if he knew he was potentially losing half of his life's earnings is not well placed. Putting aside the title issue, it is clear when one looks at how the parties used, treated and generally dealt with the FMH and Sage Road that they intended both properties so to be treated as being matrimonial.

23. The husband says that two months after the FMH was transferred into both parties' names, the parties had a short separation between September 2021 to December 2021. The wife says that she was unaware of this *"supposed separation"* or any discussion at that time about a separation. The wife says that she organised and paid for a birthday celebration for the husband at the Kimpton Hotel on 6 September 2021 and that three days later the husband went to his son's graduation ceremony in London, UK. The wife says that he was due to return to Grand Cayman on 23 September 2021, but that due to his ex-wife's recent cancer diagnosis she encouraged him to fly back to Texas to offer support to his ex-wife and their children. The wife said that the husband drove to Austin, Texas to meet her in October when she was on a planned work trip. She said that on 18 December 2021 they went on a skiing holiday in Aspen, Colorado that had been arranged by the husband's sister before COVID-19 and they followed that with a Christmas holiday in Tampa, Florida before returning to Grand Cayman on different dates in January 2022. The husband says that, after Storm Grace, he went to London for his son's graduation, and he did not return until 2022. He agreed that he and the wife met at the airport, that they did go to Aspen and that they spent a night together when the wife was working in Austin. The husband said that he stayed with

[10] See **paragraph 20 above.**
[11] See reference in ***Standish v Standish*** at **paragraphs 76-77** below.

his mother in Texas at that time. He said that they attended a therapist and that enabled them to *"fully get back together"* in 2022 when he had returned to the FMH.

24. Although I would not term the parties' time apart in 2021/2022 as a separation, it was evident that they had relationship issues. Again, this is not a factual dispute that I need to make a finding upon to enable me to determine the substantive issue.

25. In 2023, despite the parties' efforts to save the marriage and after eleven years of marriage, they separated. The wife contends that they separated in July 2023, the husband said in his affidavit evidence that it was on 8 August 2023 when he returned to Texas. In his oral evidence he says that it was in May 2023, although he did say that he came back in June as one of his sons had a scheduled trip to come to Grand Cayman. He said that when his son went back to the USA, he left the FMH again. The different views about the separation dates are noted, but that factual dispute does not have a bearing on the decision I am tasked to make in the case.

26. On 21 August 2023, the wife filed her Petition for Dissolution of Marriage. The Petition was not served until 11 December 2023. The husband said that its filing was *"the second step of the Petitioner's plan to extract as much money from me by way of venue shopping and using the Cayman Islands jurisdiction to her advantage".* However, pursuant to s.5 Matrimonial Causes Act (2005 Revision) ("the Act"), the wife was entitled to file the Petition in the Cayman Islands. The husband said that he was *"completely unaware"* of the wife's Petition until he called the wife on 18 November 2023 to tell her that he had filed a divorce petition in Texas on 9 November 2023. The husband's Petition was not served on the wife until 24 June 2024. On 9 January 2024, the husband acknowledged the wife's Petition indicating no intention to defend. The wife's undefended Petition was proved on 9 January 2024.

27. The husband said that he travelled to Grand Cayman between February and March 2024 to undertake repairs and maintenance on the FMH to prepare it for sale and renting.[12] The wife says that she had already arranged a clean-up crew to handle the repairs and that some of that had already

[12] The husband states that he stayed at the FMH at that time and that he presumed that the wife stayed with friends. He said that he paid US$5,439.93 for repairs to damage on the FMH caused by a storm.

been paid for by her. She said that the husband's return and extended stay in February 2024 caused her *"emotional and financial stress"* as she had to secure a rental and pay a deposit.

28. The First Appointment hearing, which was set for 28 February 2024, was vacated as the parties submitted a consent order agreeing to attend mediation. An Interim Mediation Report under the heading *"Status of Mediation"* recorded:

> *"Parties attended mediation with Counsel. Matter adjourned for the parties to consider offers. On 23 May 2024 mediator was advised by counsel for the petitioner that the parties remain in active settlement discussions and would be informed if there is progress or if another session is required."*

29. On 31 May 2024, the re-listed First Appointment hearing had to be vacated through no fault of the parties. At my request, my Personal Assistant wrote to the parties asking whether, in light of the content of the Interim Mediation Report, a new hearing date would be required. Both parties agreed that the mention hearing should be adjourned *sine die* as it appeared that they were still embracing the concept of mediation.

30. However, in the following month, it is evident that the parties no longer felt that the mediation approach was the one to be followed. Correspondence is on the Court file seeking a listing for a mention date for the purpose of giving directions to a final hearing. That correspondence seemed to coincide with the service of the husband's Texas Petition on the wife. It is likely that a further 'nail in the mediation coffin' was struck on 15 July 2024 when the wife received the husband's 'Marital Fraud' Petition. I am told that, in that Petition, the husband seeks damages of US$2.5million from the wife. The wife views that Petition as being *"frivolous, vexatious and meretricious"* and *"a crude and misconceived attempt to circumvent any final ancillary relief order in the Cayman proceedings"*. The husband states that he has not pursued or advanced that claim since filing it.

31. On 15 August 2024, substantive directions to a one-day ancillary relief hearing on 16 October 2024 were made. The timings for the different filings were extended by consent orders approved on 20 September 2024 and 4 September 2024. The husband's First Affidavit was filed on 25 September 2024. The wife's First Affidavit was filed on 26 September 2024. At a hearing on 27 September

2024, further agreed directions were given extending time for the filing of pleadings. On 4 October 2024, both parties filed their Second Affidavits.

32. On 14 October 2024, by consent, the Court administratively vacated the Ancillary Relief hearing fixed for 16 October 2024.[13] The hearing was re-fixed for 7 January 2025. As per the Court's directions, the wife had filed the bundle and her written Opening Note on 11 October 2024 and the husband had filed his Skeleton Argument on 11 October 2024. Those submissions and the bundle prepared for the October hearing became the bundle and the submissions for the January 2025 hearing. The one-day hearing proceeded on the fixed date. Both parties attended and gave oral evidence.

33. After the parties' separation, the parties agreed to list the FMH for sale with Rhulens and The Agency real estate companies. At the hearing the Court was informed that an offer had been made for the FMH and that the parties agreed an amount of a counteroffer. After the hearing the Court was informed that the FMH is under contract for CI$2,375,000 (US$2,850,000) with a closing date of 10 February 2025.

34. The wife's Closing Written Submissions were filed on 15 January 2025. The husband's Closing Written Submissions were filed on 24 January 2025. This is my reserved Written Judgment given after consideration of the parties' oral and filed written evidence. I have also reviewed the oral submissions as well as the Opening and Closing Written Submissions provided by Counsel. I have reviewed the produced cases in the authorities bundle and the contents in the core bundle.

Issues and the parties' positions

35. The hearing is primarily required to deal with the division of the matrimonial assets. The core matrimonial asset is the FMH. The mortgage remaining on the FMH in September 2024 was US$309,139[14]. Therefore, the equity in the FMH should now be slightly less than US$2,540,861. The FMH has been rented to tenants for $10,000 per month since 1 April 2014, with an agency fee of $500/month. The monthly mortgage, homeowners' insurance, pool and yard maintenance and any repairs to the FMH are paid out of the rental income. The net rental proceeds are held in an

[13] One of the attorneys was unable to attend for valid personal reasons.
[14] The most recent evidence about the mortgage is at paragraph 29 of the husband's Affidavit sworn on 23 September 2024.

escrow account. I have been unable to find in the evidence an up-to-date figure for the amount of the rent proceeds being held.

36. I have found, consistent with the wife's case, that the FMH is matrimonial property[15] and that it is the only matrimonial asset of any substance. She correctly says that they have had a *"relatively long marriage (in modern terms) where both parties worked throughout"* and contributed *"in their own ways"* and *"to our own abilities and means"*. The wife says that throughout the marriage she *"played an integral and supportive role"* in their respective lives as they were *"a married couple (who) had a partnership"*. The wife said she willingly provided financial assistance whenever the husband needed it from her. She said the husband was able to spend money on the house because she worked full time throughout the marriage.

37. She stated that, when the parties lived at Sage Road, her father passed away and she used some of her small inheritance received from him to provide for both parties *"simply because he was my husband"*. The wife said that she contributed time and money towards the interior décor at Sage Road and the FMH. She stated that she *"dedicated substantial time, effort and resources to the family and also to improving and maintaining the marital home, which significantly enhanced its value"*. I find on the evidence before me that the wife did make the contributions and play the role set out in this paragraph and in **paragraph 36**, but it is clear that the arrangement the parties were comfortable with was that the husband's financial contributions would be considerably larger than the wife's and he would manage the family's formal finances.

38. In light of the above, the wife argues that, due to the equal sharing principle, the matrimonial assets should be shared equally. It is submitted that this case does not fall within the exceptions which may permit a departure from the equal sharing principle. The wife contends that the main issues for the Court to determine are:

(i) Should a fair outcome be anything other than a 50/50 division of the FMH?

(ii) Does the husband's alleged greater contribution to the welfare of the family justify a departure from equality in his favour?

(iii) If so, is a 70/30 division of the matrimonial property in the husband's favour a fair outcome?

[15] See **paragraphs 8-9** above.

(iv) Alternatively, do the husband's asserted greater needs justify a capital award to him which is greater than an equal share of the matrimonial property?

(v) If so, in what amount?

39. The wife states that the net proceeds of sale of the FMH and the rent being held in an escrow account should be divided equally "*subject to netting off in respect of any other relevant matrimonial assets and liabilities".* With this in mind, the wife contended that the Court should make an order which:

(i) Awards each party 50% of the net proceeds of sale of the FMH.

(ii) Sets aside a substantial sum of the net proceeds of sale (either in Court or in one of the attorney's trust accounts) to provide for the payment of the anticipated capital gains tax determined by the US tax authority.

(iii) Provides that any outstanding tax liability including any penalties for the tax year 2022 is a matrimonial liability is to be divided equally.

(iv) Provides that any tax liabilities for any subsequent years are to be the separate liabilities of the party.

(v) Divides the current balance of the net rental proceeds equally between the parties.

40. She summarised her views about the husband's unequal split proposal saying that:

> *"The money we earned during our marriage was, in essence, our money, and I never imagined that my financial and emotional support would be used against me…"* and *"70/30 division in his favour, I think that is unfair and unreasonable. My contribution was (my) continuous work throughout the marriage, support him and each other during his bouts of unemployment. That is what (you are) supposed to do. Now to turn around and say not equal (division), I do not understand it or agree with it."*

The wife added that, given her *"substantial contributions (emotional, financial and domestic)",* she *"finds the Respondent's proposal for a 70/30 split in his favour somewhat offensive, demeaning and discriminatory".*

41. The wife indicated in her affidavit evidence that she wishes to remain living and working in the Cayman Islands and that she intends to purchase a property for around US$1.25 million plus stamp

duty from the proceeds of sale of the FMH. In her oral evidence she said that she is applying for Permanent Residence this year as she wishes to remain here in her current employment. In her oral evidence she said that she would like to buy for around CI$1 million a *"somewhat modest and modern"* two-bedroom/two-bathroom house in a safe area between West Bay and South Sound. She understandably states that due to her age it would be difficult to get a mortgage and therefore she would need sufficient funds from the proceeds of sale of the FMH to buy a home. In his Written Closing Submissions, the husband says that the wife does not need to live in a gated community and that she could find a comfortable two-bedroom house for US$500,000 to US$600,000. In his Closing Submissions it was also stated on the husband's behalf that he had *"explored CIREBA to find 100+ two-bedroom homes and condominiums available at US$500,000 to US$600,000"*. That was not mentioned during the hearing, nor was any of such research shared with the Court; that may be because he may have conducted that research after the close of the hearing. Although some two bedroom apartments may be advertised for sale for around US$600,000. when one considers the housing market and the types of property available at that level, she should not be restricted from seeking to rehouse in a property around the US$800,000 range. That would meet her reasonable housing needs. It is clear, as appeared to be accepted by the parties during the hearing, that the cost of housing in Grand Cayman is some of the highest in the world and that cost would be higher than for similar properties located in Texas. The wife sensibly does not seek to argue that she should be able to buy a house in Grand Cayman that matches what the husband would be able to buy for a similar amount in Texas. Despite that, she is still entitled to have a good quality home in a good neighbourhood which inevitably will be a smaller property than the husband would be able to acquire. I need not conduct an in-depth analysis of the available properties, and I am satisfied that the division of the proceeds of sale that I order will enable both parties to meet their housing needs and, having regard to their age, without having to raise a mortgage.

42. The wife said that during the marriage she did not feel a need to make provision for her retirement as the husband told her that she need not be concerned about that as he would be receiving an inheritance from his father.[16] The wife said that she needs to make provision for her retirement from the distribution of the matrimonial assets and her salary as both of her parents have already passed. She said that she will have to cover her legal fees from her share of the matrimonial asset

[16] The husband accepts that at paragraph 15 of his Affidavit sworn on 3 October 2024.

in Grand Cayman (which she says are CI$43,383) and in the husband's Texas fraud proceedings (which she says are around US$20,000).

43. The husband takes a similar view as to what are the general issues for determination. The husband accepts that the jointly owned FMH is a matrimonial asset and that the Court must determine how that should be dealt with. The husband takes a different view about what orders should be made in relation to the proceeds of sale from the FMH. As already mentioned, the husband's position is that there should be an unequal sharing of the proceeds from the sale of the FMH, with a 70/30[17] split in his favour. He says that the FMH is the only asset that he owns, and that the FMH is his *"pension fund"*. He also argues that there should be a 70/30 split in his favour in relation to the net rental funds being held in the escrow account.

44. A common thread running through the husband's evidence, and in his Closing Submissions, when arguing for an unequal division, is what he contends would be the legal position in Texas if these financial proceedings were being heard there. He argues that the Texan law is *"vastly different"* as they have *"community property and separate property"* and that parties *"split what was grown during the marriage and keep what we put in"*. There is no expert evidence about the Texan law before the Court, just the husband's comments about it, and in any event, the applicable law for me to consider and apply is not Texan Law but Cayman Law. The wife was entitled to bring these proceedings in the Grand Court especially as she has been a resident here since 2016.

45. The husband's primary position is that this is a *"contribution case"* and that this justifies an unequal sharing. He says that he purchased Sage Road in Texas prior to the marriage using wholly separate/non matrimonial funds. However, it is important to note that Sage Road was purchased only 3-4 months prior to the marriage and at a time when the husband says the parties had been cohabiting for around 12 months. Also of importance is that there was only a 5% down payment made by the husband and, although the mortgage was in his sole name and he was the one who physically made the payments, the few initial payments were made when they were cohabiting, and the rest were made when they were married. Following my review at **paragraph 5 and 6** above, it is clear that this was the first matrimonial home and that it would have been subject to equal division

[17] In his oral evidence the husband mentioned that earlier in the proceedings he had made an open offer of a 60/40 split in his favour. That offer was rejected, and it has evidently been retracted.

if they had retained it. I do not regard the proceeds of sale of Sage Road received later in the marriage (from which some investments were made into improvements for the FMH) as being a *"non-matrimonial source"*.

46. The husband states that, by him refinancing Sage Road, he was able to use those funds to purchase the FMH, with the title being registered until 2021 in his sole name. In his oral evidence he added that, when Sage Road was sold in 2017, he used the resultant funds towards the continuation of remodelling of the FMH. The husband claims that he spent approximately US$2,311,987.86 as capital investments on the FMH. He listed the work done to be:

(i) remodelling the kitchen;

(ii) remodelling 3.5 bathrooms;

(iii) creating a utility room;

(iv) tiling floors to pine ceilings;

(v) spray foam to air-conditioning;

(vi) roofing to fixtures;

(vii) fencing and sidewalks;

(viii) CUC, CWC and Pool Patrol expenses;

(ix) Insurance: and

(x) landscaping and maintaining the grounds.

The husband contends that the refurbishment and maintenance of the FMH has occurred using his personal funds from his work as well as the funds that came from the sale of Sage Road. It is submitted on his behalf that he *"worked hands-on maintaining and renovating"* the FMH. Therefore, the husband argues that the FMH was *"funded overwhelmingly by non-matrimonial resources"*. However, as already mentioned, I do not regard the proceeds of sale of Sage Road received later on in the marriage as being a *"non-matrimonial source"*.

47. The husband says that the parties *"always maintained separate financial lives"* as they did not pool finances, and all the utility bills (aside from the internet bill) were in his name. It is clear that, apart from one or two accounts, they maintained separate bank accounts. He said that the wife was added to one Texas bank account at her request and to his Cayman National Bank account but added that she never withdrew or deposited funds into the accounts. He said that she was a co-signatory on

the Cadence Bank account and Proven Bank account. However, this very limited mingling of funds does not automatically mean that their marriage should be regarded as being one in which each spouse lived financially independently from the other, ring fencing their contributions and assets for their personal gain or use.

48. The husband states that the wife played a *"passive role"* physically and financially concerning the maintenance and renovation of the FMH and that she paid nothing towards the mortgage or other expenses until July 2021. He said that the wife only paid $3,000 per month towards expenses of the FMH for around 2½ years after he requested her to do so. He does not agree that she spent any money on him or the family, but added he did not know *"who she spent her income on"*. However, he conceded the following about the wife in his oral evidence:

> *"When she (was) great she (was) great. She was a good wife for a good time. I like presence being appreciated, I liked doing things together. Her energy, her participation, her energy let her do that. Her companionship. She was more of a good playmate for the children, rather than a parent."*

He does not agree that the transfer of the FMH into their joint names was indicative of an intention that they share the property equally, as he only agreed to it due to the wife's insistence that it was required for immigration application purposes. It is submitted that, in light of the above, his contribution to the FMH is *"a world away from the passive role that (the wife) played"* and that an unequal sharing of the FMH is justified and fair as it demonstrates an unequal contribution to its acquisition.

49. The husband raises what initially looked like a secondary argument about the parties' respective needs in support of his contention that there should be an unequal sharing of the proceeds of sale of the FMH, but which in his later affidavit evidence, at the hearing and in his Closing Submissions, gained much more eminence. The husband states that, unlike the wife, he is (i) not in full-time employment; (ii) self-employed[18]; and (iii) on a *"limited ad-hoc income of US$40,00 pa".*[19] He said that his last full-time job was in 2017, although he is *"consistently searching for full-time*

[18] As a consultant actuarial risk advisor.
[19] The husband stated that his income dropped from US$60,000 per annum on 1 October 2024 due to the closure of the "A R" business.

employment" and *"that he has applied to more jobs than he can count".* He said he had applied for jobs on LinkedIn and with an agency.

50. The wife rightly highlights the husband's *"extensive experience in the insurance industry"* and advanced financial qualifications at paragraphs 10-12 in her Affidavit sworn on 4 October 2024, and she contends that the husband is deliberately not working to his full income capacity which historically has been four to five times greater than his current income. The wife adds that he may be restricting the roles he is applying for and that he needs to look more widely. She puts his potential income capacity at two to three times her salary, stating that she only has one degree in psychology and a more limited earning potential and employment progression. I do not accept that his present income capacity is that high. He has been out of full employment for a while, and he is aged 56. However, he should be well known in his field, he is still regarded highly enough to be offered consultancy work, and I am satisfied that he has the capacity to increase his income. Although I do not find that he is deliberately restricting his income capacity or doing that to strengthen his needs argument made in these proceedings, I am satisfied that if he was more flexible concerning the employment positions he would be willing to take on, he could be expected to be able to reach a salary level, at least, on parity with the one presently received by the wife. The husband's Closing Submissions state:

> *"It is not intended to descend to a minute, mathematical exercise in relation to H's income. H gave evidence that his income and earning capacity is what it is."*

It is a matter for him what evidence he chooses to provide to support his contention about his income capacity. The husband has not produced any supporting evidence to illustrate the employment applications he says that he has made and the reasons for the unsuccessful outcome of the applications, nor did he elaborate on the type of jobs he has been applying for. In reaching the conclusion that I do, I have taken into account his rather general statements about his present and future employment but have placed them in the context of his impressive qualifications and considerable experience.

51. In his Affidavit sworn on 23 September 2024, the husband said that his current outgoings are US$3,377 per month and his anticipated outgoings are US$15,300 per month. At no time has the husband argued that this is a case in which the wife should pay him spousal maintenance if there is an equal sharing of the matrimonial assets. Therefore, in what is clearly being argued as a

contribution case, I do not approach this case as one in which I am being asked to consider making an unequal percentage allocation of the assets to avoid making a maintenance order and thereby provide a clean break. I accept that, if the Court found that this was a case where it was fair for to there to be a departure from the equal sharing principle in favour of the husband, the Court could look at the parties' needs, and in particular the wife's needs to see if they could still be fairly met if she received a smaller percentage of the assets.

52. The husband says that he *"needs to purchase a new home, purchase a vehicle, provide care for his elderly parents, provide financial support, school tuition for children (who are still financially dependent) and provide for his retirement"*. I am not asked by the parties to make findings about the respective outgoings, and they did not explore them in cross examination. However, some of the husband's listed outgoings are excessive and he lists expenditure which is not relevant to the calculations in these proceedings (for example, payments to adult children). I am informed that the husband's father is financially settled but I note that the husband says in his latest affidavit that his father's wife has initiated divorce proceedings as a result of the wife sending her a copy of the father's will. I am conscious that the cost of living in the Cayman Islands is higher than in Texas, even in the absence of income tax. The wife's personal day-to-day outgoings whilst residing in Grand Cayman may be expected to be higher than the husband's. The parties are entitled to expect a similar standard of living after the length of their marriage and therefore the husband's outgoings appear excessive.

53. The husband highlights in relation to his retirement that he has no pension accounts, no retirement funds, no savings accounts, no real property and no share accounts or other investments. The husband says that the wife has pension accounts in the United States and in the Cayman Islands and has no children or elderly parents to care for. He compares his needs to the wife who has an annual salary of US$130,000 with likely annual bonuses of at least $20,000. The wife states that although the bonus was US$20,000 in 2023 the amount was as little as US$4,000 in one year. However, I am satisfied that the US$20,000 figure is more accurate.

54. The husband contends that the wife's income should be regarded as being considerably higher. This is because he only became aware of the commission income the wife received relating to Business Arrangement E which took her annual income up to US$297,3000), when he saw the 2020 and

2021 tax returns and not from her. The husband says that he has no idea how the wife utilised the additional funds received due to the Business E arrangement. The wife says that some of the Eon funds were used to pay off debt, provide financial support to the husband, cover the cost of his mother's 80th birthday celebration, fund excursions for the husband's son's law school graduation in Australia, pay for accommodation/car rental/lift tickets and other Telluride ski trip expenses and pay for significant improvements to the FMH (for example, new doors, remodelling the kitchen and the master bedroom). The wife says that the Business Arrangement E financial opportunity is no longer available to her. I do not accept the husband's Closing Submission that:

> *"Due to the nature that (*Business Arrangement E *was created and the secrecy around it and the reason for creating it, H has little doubt that anther undisclosed sidecar company is providing an undisclosed income to W."*

I do not recall that ever being meaningfully put to the wife when she was cross-examined[20] and, what is clear, is that there is no evidence of any such new arrangement now existing.

55. In relation to the US tax liabilities the husband contends that:

(i) The tax liabilities for 2022 will be filed as joint liabilities with the wife being responsible for her own tax liability. He says that there is US$47,782 total tax due, comprising of US$9,388 due by him and US$38,294 due by the wife of which $30,000[21] has already been paid.

(ii) The tax liabilities for 2023 should be filed as separate liabilities with the wife being responsible for her own tax liability.

(iii) That tax liabilities for 2024 should be filed as separate.

This is agreed by the parties.

56. The husband contends that:

(i) there should be a clean break in relation to maintenance;

[20] Unable to find any reference to that in my notes of the hearing.
[21] The wife says that in November 2022 she gave the husband a total of US$30,000 for tax payments (2 cheques of US$15,000). She stated that despite hm being given the cheques the husband failed to make the first tax payment for 2022 tax year until 14 months later on 28 January 2024 when he paid only US$9,000 and then further payment of US$9,500 on 30 January 2024 and US$11,500 on 5 February 2024. This delay meant that penalties were accrued meaning that the total amount still to be paid is US$20,859.12.

(ii) the wife should keep her pension;

(iii) the wife should keep her BMW;

(iv) the parties keep the credit or debit balances on their respective sole bank accounts; and

(v) the contents of the FMH be divided on a round-robin basis provided that personal items and family heirlooms revert to the appropriate party.

The law and the relevant general principles applied in ancillary relief cases

57. The law pertaining to the division of assets is governed by s.19 of the Act. As there are no relevant children the Court must have regard to *"the responsibilities and financial and other resources, actual and potential earning power and deserts of the parties".*

58. Section 19 of the Act must be read in conjunction with s.21 of the Act. The relevant orders that the Court is being asked to consider in this case at the time of pronouncing a decree in this Judgment relate to:

(i) the disposition of matrimonial property, including the matrimonial home[22]; and

(ii) making financial provision from the property of either spouse for the other spouse.[23]

59. Section 19 and s.21 of the Act give the Court a wide discretion when it comes to financial provision and any awards made to the parties. The Courts in the Cayman Islands, in deciding whether to exercise their powers under s.21 and, if so, in what manner have, when considering what is fair in all the circumstances of the case, traditionally had regard not only to the matters set out in s.19, but may also been guided by the relevant factors raised in s.25(2) of the Matrimonial Causes Act (1973) in England and Wales.[24] Although I have regard to them, I need not list those well-known factors herein. I acknowledge that one of the factors is:

"The contributions made, or is likely in the future to be made, by each of the parties to the welfare of the family (to include contributions made by each of the parties to the

[22] My emphasis by underlining. Section 21(b) of the Act.
[23] Section 21(e).
[24] ***Doak v Doak and Riley*** [2002] CILR 224, [17], [21], [22], ***Wood v Wood*** [2009] CILR 255, [12] as commented upon by Sir John Chadwick P. in ***McTaggart v McTaggart*** (2011) 2 CILR 366, [39].

accumulation of matrimonial assets as well as non-matrimonial property) and any contribution made by looking after the home caring for the family.[25]*"*

60. The below succinct analysis of the general law was conducted by Mr. Justice Peel in the case of ***WC v HC*** [2022] EWFC 22 paragraph 21[26]:

"21. The general law which I apply is as follows:

i) As a matter of practice, the court will usually embark on a two-stage exercise:

(a) computation and (b) distribution; ***Charman v Charman [2007] EWCA Civ 503.***

ii) The objective of the court is to achieve an outcome which ought to be "as fair as possible in all the circumstances"; per Lord Nicholls at 983H in ***White v White [2000] 2 FLR 981****.*

iii) There is no place for discrimination between husband and wife and their respective roles[27]*;* ***White v White*** *at 989C.*

iv) In an evaluation of fairness, the court is required to have regard to the s25 criteria, first consideration being given to any child of the family.

v) S25A is a powerful encouragement towards a clean break, as explained by Baroness Hale at [133] of ***Miller v Miller; McFarlane v McFarlane [2006] 1 FLR 1186.***

vi) The three essential principles at play are needs, compensation and sharing; ***Miller; McFarlane****.*

vii) In practice, compensation is a very rare creature indeed. Since ***Miller; McFarlane*** *it has only been applied in one first instance reported case at final hearing of financial remedies, a decision of Moor J in* ***RC v JC [2020] EWHC 466*** *(although there are one or two examples of its use on variation applications).*

viii) Where the result suggested by the needs principle is an award greater than the result suggested by the sharing principle, the former shall in principle prevail; ***Charman v Charman.***

ix) In the vast majority of cases the enquiry will begin and end with the parties' needs. It is only in those cases where there is a surplus of assets over needs that the sharing principle is engaged.

x) ……

xi) ……

xii) Needs are an elastic concept. They cannot be looked at in isolation. In ***Charman (supra)*** *at [70] the court said:*

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[25] ***Wight v Wight*** [2006] CILR 1, Zacca P. at paragraph 33.
[26] A copy of the case was provided to the parties by the Court at the hearing.
[27] **See paragraph 4 above.**

> *"The principle of need requires consideration of the financial needs, obligations and responsibilities of the parties (s.25(2)(b); of the standard of living enjoyed by the family before the breakdown of the marriage (s.25(2)(c); of the age of each party (half of s.25(2)(d); and of any physical or mental disability of either of them (s.25(2)(e)."*

xiii) *The Family Justice Council, in its Guidance on Financial Needs has stated that:*

> *"In an appropriate case, typically a long marriage, and subject to sufficient financial resources being available, courts have taken the view that the lifestyle (i.e. "standard of living") the couple had together should be reflected, as far as possible, in the sort of level of income and housing each should have as a single person afterwards. So too it is generally accepted that it is not appropriate for the divorce to entail a sudden and dramatic disparity in the parties' lifestyle."*

xiv) *In **Miller/McFarlane** Baroness Hale referred to setting needs "at a level as close as possible to the standard of living which they enjoyed during the marriage". A number of other cases have endorsed the utility of setting the standard of living as a benchmark which is relevant to the assessment of needs: for example, **G v G [2012] 2 FLR 48** and **BD v FD [2017] 1 FLR 1420**.*

xv) *That said, standard of living is not an immutable guide. Each case is fact-specific. As Mostyn J said in **FF v KF [2017] EWHC 1093** at [18]:*

> *"The main drivers in the discretionary exercise are the scale of the payer's wealth, the length of the marriage, the applicant's age and health, and the standard of living, although the latter factor cannot be allowed to dominate the exercise."*

xvi) *I would add that the source of the wealth is also relevant to needs. If it is substantially[28] non-marital, then in my judgment it would be unfair not to weigh that factor in the balance. Mostyn J made a similar observation in **N v F [2011] 2 FLR 533** at [17-19]."*

61. Mr. Justice Peel's guidance is consistent with the approach that had already been adopted in our Courts. In ***McTaggart v McTaggart*** [2011 2 CILR 366] ***("McTaggart")*** the Court of Appeal clarified the law as it applies in the Cayman Islands in ancillary relief financial claims. Sir John Chadwick, President of the Court of Appeal, at paragraph 12 in ***Valerie Ayala Gordon v Jefferson Raymond Watler*** CICA (Civil) 13/2014 ***("Gordon")***, reiterated the principles set out in ***McTaggart*** and the approach to be taken to the case law emanating from England and Wales when he stated:

[28] My emphasis by underlining.

"12. The correct approach to the division of property in ancillary relief cases was set out by this Court in McTaggart. At paragraph 40 of the judgment in that case the Court said this:

> *"40. We were referred by the parties, both in the skeleton arguments lodged on their behalf and in oral submissions made in the course of the hearing, to a plethora of judicial decisions in England and Wales and to a few decisions in this jurisdiction. Observations made by experienced judges are, of course, of assistance to an understanding of the application of the section 19 factors; but it must be kept in mind that most cases in this field are decided on their own facts and that there is a risk that extensive citation may confuse rather than illuminate. It is not necessary, I think, to look further than the decision of the House of Lords in Miller - and in particular the speeches of Lord Nichols and Baroness Hale - in order to identify the principles. Leaving aside, in this context, the best interest of the children, which (as I said) are paramount, there are three strands: need, compensation and sharing [2006] 2 AC 618 at paragraphs [10]-[16] per Lord Nichols and at paragraphs [138]-[143] per Baroness Hale. The ultimate objective, as Baroness Hale explained at paragraph [144], is to give each party an equal start on the road to independent living. She said this:*
>
> > *'[144] Thus far, in common with my neighbour and learned friend Lord Nicholls of Birkenhead, I have identified three principles which might guide the court in making an award: need, generously interpreted, compensation and sharing. I agree that there cannot be a hard and fast rule, but whether one starts with equal sharing and departs when need or compensation supplied a reason to do so, or whether one starts with need and compensation and shares the balance, much will depend on how far future income is to be shared as well as current assets. In general, it can be assumed that the marital partnership does not stay alive for the purpose of sharing future resources unless this is justified by need or compensation. The ultimate objective is to give each party an equal start on the road to independent living.[29]'"*

When Baroness Hale referred to "sharing" in that context, she had in mind - as her speech demonstrates - sharing of all the assets; not simply sharing the assets which could be classified as matrimonial property. This court went on in McTaggart to say this, at paragraphs 42 and 43:

> *"42. In this jurisdiction a court will need to consider whether, having proper regard to the section 19 factors, an order under section 21(b) of the Law for the disposition of the matrimonial property will make appropriate provision for the relevant party in respect of the three strands: need, compensation and sharing. If not, then the court will need to go on to consider whether to make an additional order under section 21(e), that is to say, an order making financial provision for that party out of property of the other party.*

[29] My emphasis by underlining.

> *43. It seems to me reasonably clear (and I would so hold) that, if satisfied that an order under section 21(b) of the Law (or the combination of orders under section 21(b) and (e)) would make appropriate provision for the relevant party in respect of the three strands (need, compensation and sharing), the court should not, without good reason, make an order for periodic payments under section 21(f). To make an order for periodic payments - in circumstances where such an order is unnecessary because appropriate provision can be made by the disposition of matrimonial property either (under section 21(b) or by a capital adjustment from the separate property of the other party (under section 21(e)) - would be inconsistent with the principles of clean break to which Lord Scarman referred in Minton v. Minton, ([1979] AC at 608):*
>
> > *"There are two principles which inform the modern legislation. One is the public interest that spouses, to the extent that their means permit, should provide for themselves and their children. But the other - of equal importance - is the principle of 'the clean break.' The law now encourages spouses to avoid bitterness after family break-down and to settle their money and property problems. An object of the modern law is to encourage each to put the past behind them and to begin a new life which is not overshadowed by the relationship which has broken down. It would be inconsistent with this principle if the court could not make, as between the spouses, a genuinely final order…."*
>
> *Those observations must be read in the light of the observations in Miller - and in particular those in the speech of Baroness Hale to which I have referred - that the ultimate objective is to give each party an equal start on the road to independent living."*

62. I have regard to all the general principles outlined above, recognising that they highlight that the Court is charged with dividing the assets in a fair and equitable manner, whilst trying to see if there can be a clean break.

The approach to be taken in relation to the FMH

63. The above principles are relevant to this issue. However, to greater focus in on the 'contribution' argument raised in relation to the FMH, the best place to start is the highly significant House of Lords decision in ***White v White*** [2000] UKHL 54 *("**White**")* which signified a departure from a long line of 'reasonable requirement' cases. The case confirmed that the overriding goal of the Court was to achieve fairness, and the Court articulated a view of fairness which took equality and non-discrimination as starting points. This case was when the concept of equal sharing became the accepted starting point irrespective of one party's role as the bread winner and the other party's role as the homemaker. The Court retains a wide discretion as to what order it should make whilst

still having regard to the principles and statutory requirements outlined by me in **paragraphs 57-62 above**. Lord Nicholls in his leading judgment in ***White*****,** said that although the legislation did not explicitly state it, the objective of the Court when exercising its powers is to achieve a fair outcome. With that in mind Lord Nicholls stated at *paragraph 24*:

> *"…there is one principle of universal application which can be stated with confidence. In seeking to achieve a fair outcome, there is no place for discrimination between husband and wife and their respective roles. Typically, a husband and wife share the activities of earning money, running their home and caring for their children. Traditionally, the husband earned the money, and the wife looked after the home and the children. This traditional division of labour is no longer the order of the day. Frequently both parents work. Sometimes it is the wife who is the money-earner, and the husband runs the home and cares for the children during the day. But whatever the division of labour chosen by the husband and wife, or forced upon them by circumstances, fairness requires that this should not prejudice or advantage either party when considering paragraph (f)*[30] *, relating to the parties' contributions … If, in their different spheres, each contributed equally to the family, then in principle it matters not which of them earned the money and built up the assets. There should be no bias in favour of the money-earner and against the home-maker and the child-carer."*

64. Lord Nicholls then added at *paragraph 25*:

> *"A practical consideration follows from this. Sometimes, having carried out the statutory exercise, the judge's conclusion involves a more or less equal division of the available assets. More often, this is not so. More often, having looked at all the circumstances, the judge's decision means that one party will receive a bigger share than the other. Before reaching a firm conclusion and making an order along these lines, a judge would always be well advised to check his tentative views against the yardstick of equality of division. <u>As a general guide, equality should be departed from only if, and to the extent that, there is good reason for doing so."</u>*[31]

[30] Of s.25(2) Matrimonial Causes Act 1973.
[31] My emphasis by underlining.

65. In ***Miller v Miller; McFarlane v McFarlane*** ("***Miller***"), decided after the principle of the sharing of matrimonial assets had been established in ***White***, Lord Nicholls stated at *paragraph 16* that:

> *"… This 'equal sharing' principle to rise in the basic concept of equality permeating a marriage as understood today. Marriage, it is often said, is a partnership of equals… The parties commit themselves to sharing their lives. They live and work together. When their partnership ends, each is entitled to an equal share of the assets of the partnership, unless there is a good reason to the contrary. Fairness requires no less. But I emphasise the qualifying phrase: 'unless there is good reason to the contrary'. The yardstick of equality is to be applied as an aid, not a rule."*

66. In ***Miller*** Lord Nicholls raised the possibility of the matrimonial home having a special status as an asset and of it being regarded as a matrimonial property amenable to sharing no matter how long the length of the marriage. He went on to say at *paragraph 22*:

> *"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 acquest but more usually the matrimonial property, and (2) other property. The former is the financial product of the parties' common endeavour, 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 any marriage. So it should normally be treated as matrimonial property for this 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."*

Consistent with the above, there is now no dispute between the parties that the FMH should be treated as a matrimonial asset. It has over time, been treated by the parties as a central item of matrimonial property.

67. In ***S v S (Non-Matrimonial Property: Conduct)*** [2006] EWHC 2793 (Fam), [2007] 1 FLR 1496, Burton J said, at paragraph 31, that the former matrimonial home should be treated as a matrimonial property whatever the source and duration of the marriage. He also reiterated at *paragraph 24* that there was no presumption of equality and, with reference to ***White***, he stated:

> *"It is firmly said by Lord Nicholls in **White** that there is no presumption of equal division which indeed would "be an impermissible judicial gloss on the statutory provision" (at*

990), even if such presumption were rebuttable, and "a presumption of equal division would go beyond the permissible bounds of interpretation of s25". Nevertheless - and although more often than not there would not be a more or less equal division of the available assets, and the judge's decision would mean "one party will receive a bigger share than the other" (989) – "a judge would always be well advised to check his tentative views against the yardstick of equality of division" and "as a general guide equality should be departed from only if, and to the extent that, there is good reason for doing so" [all at 989]. Lord Cooke at 999 also stated, in agreement with Lord Nicholls, that "as a general guide, equality should be departed from only if, and to the extent that, there is good reason for doing so"."

68. In ***K v L (Non-Matrimonial Property: Special Contribution***) *[2011] EWCA Civ 550, [2011] 2 FLR 980* Wilson LJ commented upon the degree of importance to be placed on the source of assets as time passes, stating:

"Thus, with respect to Baroness Hale of Richmond, I believe that the true proposition is that the importance of the source of the assets may *diminish over time. Three situations come to mind: ...*

(c) The contributor of non-matrimonial property has chosen to invest it in the purchase of a matrimonial home which, although vested in his or her sole name, has – as in most cases one would expect – come over time to be treated by the parties as a central item of matrimonial property."

69. Our Court of Appeal has adopted a similar approach on the issue of equality of division. In ***W v W*** [2009 CILR 225], Sir John Chadwick P. reiterated the importance of the principles set out in (i) ***Wight v Wight*** 2006 CILR 1 ("***Wight***"), (ii) in ***White*** and in (iii) ***Miller***. Referring to Forte J.A.'s ruling in ***Wight***, the President stated that the Court should construe s.19 of the Act:

"On the basis of the new approach to the institution of marriage and the fact that it is a union of partners....Each therefore would be entitled to equal share of the assets acquired in the marriage, unless there is a good reason to depart from that principle."

70. Chadwick P in ***McTaggart*** acknowledged that there is no requirement under the Matrimonial Causes Act for there to be an equal division of the assets and that the Court when exercising its

duty imposed under s.19 may make an order for an unequal division of the property. However, with reference to ***White***, he noted at *paragraph 37* that:

> *"As a general guide, equality should be departed form only if, and to the extent that, there is good reason for doing so."*

71. After the Court of Appeal's decision in ***McTaggart***, the Courts in England and Wales have, in appropriate cases, made orders departing from equal sharing. The husband highlights those decisions and the Court's objective being to achieve fairness between the parties, whilst accepting that those cases require there to be *"very good and clear reasons"* to *"deviate from an equal division of assets"*. The husband relies upon a number of cases after ***White*** which support of his contention that there are good reasons for the Court to divide the property unequally. As I am unable to find a review of these cases in any Grand Court of Court of Appeal decision, I see merit in conducting a more detailed review of those cases than I would ordinarily undertake.

72. The first case relied upon by the husband in his submissions is ***Vaughan v Vaughan*** [2007] EWCA Civ 1085 *("**Vaughan**")*. Similar to the case before me, the relevant former matrimonial home was placed into the parties' joint names shortly before their separation. However, that case can be distinguished from the case before me as it related to a former matrimonial home that had been owned by the husband mortgage free prior to the marriage and purchased with an inheritance from his father. In the present matter, Sage Road became the parties' first matrimonial home. It was purchased as a family home in the husband's sole name whilst the parties were cohabiting, only 3 to 4 months before their marriage. It was not mortgage free. It was purchased with a 5% down payment from the husband. The balance of the purchase was by a mortgage with monthly payments made by the husband during the marriage from what would be viewed as being matrimonial funds, although the parties kept separate bank accounts. Sage Road was refinanced during the marriage to enable the purchase of the FMH in Grand Cayman and a part of the proceeds from a later sale of that matrimonial asset were utilised for the later considerable improvements carried out on the FMH. Although the Sage Road property and until latterly the FMH were registered in the husband's sole name, the facts show that this is not a *"prior ownership"* situation like the one Wilson LJ considered to be a significant factor in ***Vaughan***.

73. The next case relied upon is ***S v AG*** [2011] EWHC 2637 (Fam). Again, this case can be distinguished. The property was purchased in the wife's name for £275,000 and then improved (using £90,000), all from the £500,000 which the wife had won in the previous year in the lottery. Mostyn J found that, although the matrimonial home was to be treated as matrimonial property, the source of the matrimonial property, namely the lottery prize, was not joint endeavour but non-matrimonial property and he awarded the husband only a 15-20% share in the home. Mostyn J also had in mind that the property had been purchased near the end of the marriage. Although I accept that the case provides an example of the Court being able to depart from equal division, the facts are very different and the wife's contribution in that case was an extraordinary one.

74. Reliance is also placed upon ***FB v PS*** [2015] EWHC 2797 (Fam). Again, that case should be distinguished from the facts of the present case. The property had been the former matrimonial home of the parties for fifteen years. However, it was not brought into the husband's family during the marriage or when the parties were cohabiting. The wife moved into the property after they were married. The property had been the matrimonial home of the husband's father and his wife. The husband and his siblings had been brought up in the property. The husband had the property transferred into his own name from a trust set up by his father five years after the marriage. The transfer of the property was not registered in the husband's name until just under eight years after the marriage. Also of significance is the fact that the husband's father funded substantial refurbishment work to the property for the husband and wife after their marriage. Moor J recognised that the home was matrimonial property, but he also took into account that it had been in the husband's family's home for sixteen years prior to it becoming the parties' matrimonial home for fifteen years. On those facts, it is understandable and fair that Moor J found that the husband was entitled to a *"significant departure from equality"* when he deducted the bulk of the family home from the total assets before dividing them equally to reflect those *"unmatched contributions"*. Again, the facts are very different to those in the present case.

75. ***AD v BD*** [2020] EWHC 857 is relied upon and is also a case that should be distinguished on its facts. The parties had been married for eight years before separating in Summer 2018. In the Summer of 2017, the husband was given £8million by his father. There was a dispute between the parties as to whether or not this was an advance of profits in respect of a company, whether it was a gift, or whether it was remuneration. Cohen J found at paragraph 81 that the £8m was part of the matrimonial acquest being a reward from the husband's father to him for the work done by him

within the family businesses. By the time of the final hearing the husband had invested £5,725,000 from the $8million into other endeavours. Cohen J considered how he should treat the family home which had been purchased only three years before the end of the marriage with the whole of the purchase price coming from a source external to the marriage. Cohen J concluded that 40% of the value of the family home should be included as marital acquest available to share. Cohen J placed emphasis on the fact that:

(i) the home was the first property owned by the parties and was bought only three years before separation;

(ii) the purchase price came wholly from husband's father rather than the husband himself; and

(iii) the property was registered in the sole name of husband, likely as requested by his father.

Again, the facts are very different to the matter before me when one considers the source.

76. ***E v L*** [2021] EWFC 6, although relied upon by the husband, is not a particularly helpful case. Its importance is Mostyn J's finding that the fact the marriage was short and childless did not affect division when he ordered that the wife was entitled to an equal share of the acquest. I accept that he uncontroversially noted that in appropriate cases the law recognises the possibility of unequal sharing of assets, including of the matrimonial home. The case does not mean that the sharing principle is still not good law for the majority of cases, but it highlights that the principle of a 50/50 split will not automatically be applied in every case.

77. In the Court of Appeal decision in ***Standish v Standish*** [2024] EWCA Civ 567, upon which the husband relies, it was established that, in the application of the sharing principle, the source of an asset is the critical factor and not title. In other words, the source reflects when and how an asset was generated and not the title. The Court of Appeal also dealt with the matrimonialisation of property. The husband highlights Moylan LJ's observation at *paragraph 164* in ***Standish*** that, although the Court will typically decide that a former matrimonial home should be shared equally, it is not inevitable. However, that observation was made with reference to the circumstances in ***FB v PS*** and other cases, some of which I have already commented upon and distinguished in this judgment. Moylan LJ's observation should be put in context of his wider remarks when he said:

> *"163. In my view, therefore, it would be helpful to make clear, expressly, that the concept of matrimonialisation should be applied narrowly. This is not a hard and fast line but remains a question of fairness, reflecting, as Wilson LJ said in K v L at [18], that "the*

importance of the [non-marital] source of [an asset or assets] may diminish over time". With some diffidence, I would propose the following slight reformulation of the situations to which Wilson LJ referred in K v L, having regard to the developments that have taken place since that decision as follows: (a) The percentage of the parties' assets (or of an asset), which were or which might be said to comprise or reflect the product of non-marital endeavour, is not sufficiently significant to justify an evidential investigation and/or an other than equal division of the wealth; (b) The extent to which and the manner in which non-matrimonial property has been mixed with matrimonial property mean that, in fairness, it should be included within the sharing principle; and (c) Non-marital property has been used in the purchase of the former matrimonial home, an asset which typically stands in a category of its own.[32]

164. In the first example, the sharing principle would apply in conventional form. In (c), the court will typically conclude that the former matrimonial home should be shared equally although this is not inevitable as shown by cases such as FB v PS."

78. I accept that ***Standish*** reemphasises the importance of fairness when determining issues concerning the division of property. That includes looking at the source rather than the title of an asset. However, it would be incorrect to state that property which has a non-marital source can never be subject to the sharing principle, as there may be situations when fairness justifies this. The facts that arose in the cross appeal in ***Standish*** are very different to those in the matter before me. ***Standish*** is a case which required the Court to grapple with the complexities of determining the appropriate award in a high-net-worth divorce and with the importance of properly accounting for pre-marital wealth. When the parties started their 15-year marriage in 2005 the husband had accumulated significant pre-marital wealth through financial rewards from his employment in the form of investments and properties before retiring in 2007. The wife's resources at the start of the marriage, when compared to the husband's pre-marital wealth, were modest. ***Standish*** dealt with two financial events in 2017 that arose as part of tax reduction schemes. The first was a transfer from the husband's sole name into the wife's sole name of investment funds worth approximately £77 million and the second was the wife being issued shares in a farming business. The Judge, at First Instance, found that the total wealth of the couple was £132 million, of which he determined that £112 million was matrimonial property, including the 2017 assets and the farming business.

[32] My emphasis by underlining.

He found that those assets had been matrimonialised and were, accordingly, subject to the sharing principle. He found that there should be an unequal division of the matrimonial property because the 2017 assets had only been matrimonialised towards the end of the marriage and he awarded the husband £87 million (66%) and the wife £45 million (34%) of the parties' total wealth. The Court of Appeal dismissed the wife's appeal and allowed the husband's appeal. The Court found that the Judge's application of the sharing principle was flawed and had resulted in an *"unjustified division of the family's wealth in the Wife's favour"*. After a careful analysis of the various assets, the Court of Appeal concluded that (i) the marital property was £50.48 million, and (ii) a fair application of the sharing principle would have therefore resulted in the wife receiving wealth of approximately £25 million instead of the Judge's award of £45 million.

79. The final case replied up by the husband is the recent decision in ***RM v WP*** [2024] EWFC 191 (B). In that case the wife was aged 52 and the husband was aged 75. The primary assets were four properties[33], all of which were owned by the husband prior to the parties' first meeting in 2004. The combined value of all four properties was £1,959,272. The properties remained in the husband's sole name. There was no mingling. Both parties accepted (i) that the properties were pre-acquired by the husband; (ii) that there had been no mingling during the marriage; and (iii) that the wife had contributed nothing to the properties' value. The wife argued that she should receive an equal share of all four of the properties, or alternatively of at least the three properties which they had lived in and which she argued had been 'matrimonialised' due to their occupying them. The wife argued that the net equity of just under £2 million should be shared equally between the parties. The husband argued that all of the properties were non-matrimonial, and the wife's claim should be limited to her needs. HHJ Hess calculated that her needs would be met by £657,000. He concluded that three of the four properties could be properly characterised as *"family homes"*. The combined equity of those properties was £1.46 million, and a 50% share would produce a lump sum of just over £730,000, a figure higher than the assessed needs of the wife.

80. As a starting point, HHJ Hess observed at *paragraph 27* that:

> *"In the division of capital after a long marriage it is useful to observe that fairness and equality usually ride hand in hand and that matrimonial property will usually be divided equally."*

[33] Two London apartments, a country cottage and a property in a European country.

81. However, HHJ Hess decided that, notwithstanding that three of the properties were family homes, there was justification for departing from an equal division of the net equity in those homes *"in circumstances such as these"*. He commented at *paragraph 36 (ii)*:

> *"…. If the mathematical consequences of treating the sequential occupations of different properties as family homes, where they have all been contributed by one party, produces an unfair result then the court should steer away from it and not feel bound by the application of an unbending formulaic approach."*

The Judge added:

> *"The court…should not disregard the unmatched contributions of one party and also the length of the occupation of a particular property as a family home"*[34]; and concluded[35] that *"…. there is justification here for departing in the husband's direction from an equal division of the net equity in the three homes which have been family homes. My view is that the fair answer here is for the wife to be awarded the amount that meets her needs."*

82. Therefore, HHJ Hess agreed with the husband that the wife's award should be limited to meeting her needs, which was less than 50% of the equity in the three properties which the parties have occupied during the marriage. Therefore, the wife's award was limited to her needs-assessed sum of £657,000, plus a lump sum of £17,500 to fund rental accommodation for six months.

83. Unlike in the matter before me, all four of the real properties were owned by the husband prior to the parties' first meeting in 2004 and they remained in his sole name. In the matter before me both Sage Road (which was later sold) and the FMH were acquired after the parties' relationship had started, the former when they were cohabiting, the latter during their marriage. In the matter before me the properties were purchased with small down payments. Mortgages were initially taken out in the husband's sole name and although he was the spouse who physically made the payments, the sums from his accounts can be regarded as being a part of the matrimonial funds coming into the family. HHJ Hess found that wife had contributed nothing to the value of the properties, which had accrued as passive growth (subject to an exception of the refurbishment works at 2 London Apartment, which had been funded from the husband's company X). This is not the position in the

[34] At *paragraph 36(ii)*.
[35] At *paragraph 37*.

matter before me. Although I have already found and noted herein that the husband made the vast majority of the payments during the marriage to fund the maintenance and refurbishment of the FMH, I have also set out my finding that the wife made some financial contributions in a different way to the household as well as practical/hands on contributions. As Mostyn J stated in ***JL v SL*** [2015] EWHC 360:-

> *"Matrimonial property is the property which the parties have built up by their joint (but inevitably different)*[36] *efforts during the span of their partnership. It should be divided equally. This principle is reflected in statutory systems in other jurisdictions. It resonates with moral and philosophical values. It promotes equality and banishes discrimination."*

84. Other distinguishing features are that HHJ Hess found that, as the husband was 75 years of age, he was entitled not to have to engage in remunerative work. The Judge proceeded, when considering division and needs, on the basis that it was likely that the husband's income earning years were over. He found that the husband had unearned gross income of £19,217. He found that the wife's gross salaried income was £37,174 per annum, noting that she was still on a two-year probation period in her employment but he felt that it was reasonable to hope that she would continue to be employed for the foreseeable future, possibly until she reached State Pension Age.

85. It is clear that the key factor in the HHJ Hess's decision was the non-matrimonial source of the family homes (i.e. the husband's sole contribution to them) which, the Judge said, justified a departure from equality and a needs approach. That is not the position in the matter before me. Also, there is not the age disparity seen in ***RM v WP*** and I have found that the parties should have the ability to have a similar equal income capacity if they properly apply themselves. Looking at the cost of living and housing in the Grand Cayman and Texas, the reasonable and relevant needs could arguably be higher in Grand Cayman.

Conclusion

86. However, I am satisfied that an equal split from the net proceeds of sale of the FMH would be fair and would meet each party's reasonable needs and place them on the road for independent living. Accordingly, I order that the net proceeds of sale be divided equally between the parties. I also

[36] My emphasis by underlining.

order that the net rental income being held in the escrow account be divided equally between the parties.

87. When I make that order I am conscious that all the cases referred to and relied upon by the husband illustrate that the Court can, in appropriate circumstances, depart from an equal division of matrimonial property, including of a former matrimonial home, where fairness requires it. I acknowledge that I have that discretion, and I have carefully considered whether this is an appropriate case for me to exercise that discretion. The circumstances when fairness requires that approach have been referred to by McFarlane LJ in ***Sharp v Sharp*** [2017] EWCA Civ 408 as the *"fringe of cases may lie outside the equal sharing principle"*, a case in which he recognised that the sharing principle is still good law for the majority of cases, but that the principle of a 50/50 split will not automatically be applied in every case. The judgments relied upon by the husband are based on different circumstance to those present in the matter before me, especially relating to the source, and they fall within the *'fringe of cases'* envisaged by McFarlane LJ. Whilst the Courts in those cases determined that a departure from the principle of equal sharing was justified so as to achieve fairness, it is important to note that this will only apply in a relatively small number of cases and in circumstances where, both parties' needs are fairly met.

88. **The parties should submit an order reflecting my above decision for me to sign within 7 days of the perfected version of this order being handed down.** As I am told that the parties agree about what should happen to the other assets and that there should be a clean break, they should include those provisions as consent provisions in the order. They do not need to include the provisions relating to US taxes in that order, but they may see merit in mentioning the existence of the below mentioned order dated 10 March[37] in the preamble to that order.

89. If either party seeks a departure from the standard no order for costs order, then that party must file a costs summons no later than 5 working days after the delivery of this perfected judgment. If the parties agree to any costs application which is brought being dealt with on the papers without affidavits, the party seeking the order should file their written costs submissions at the same time that they file their costs summons. The other party will then have 5 working days after service to file their written costs submissions in reply.

[37] See paragraphs 89-90 below

Footnote

90. On 14 February 2025, following the circulation of the draft of this judgment to the attorneys for their comments (as per Practice Direction No 1/2004 'Correction to Judgments'), the husband filed a summons requesting the Court to review the discrete issue of US capital gains taxes upon the sale of the FMH before it perfected the judgment. That summons came before me on 24 February 2025, and it was adjourned to enable the parties to instruct a joint expert on the tax issue. At the hearing, I agreed to postpone the delivery of the Judgment.

91. On or around 7 March 2025, the parties submitted a draft consent order determining the issues in the summons, which they invited me to consider on the papers. I was content to approve that consent order on the papers and I did so on Monday 10 March 2025. The consent order contained the following terms:

"Upon the parties agreeing that:

(i) The late filing fees payable to the Inland Revenue Service in respect of the tax filing year 2022, presently USD3,046.84 and accruing interest at the daily rate of c.USD5.84, be debited from the funds presently held in the client account of McGrath Tonner to the joint credit of both parties for onward payment to the IRS.

(ii) The balance of the proceeds held to the parties' joint credit in the client account of McGrath Tonner be distributed equally to the parties.

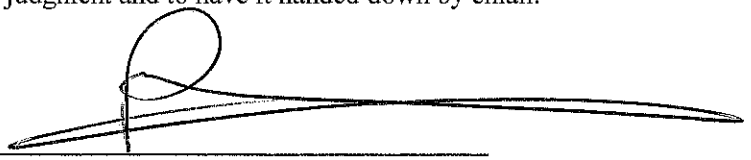
(iii) The Petitioner's summons seeking a review of the Court's judgment be dismissed with no order for costs.

(iv) The parties are individually responsible for their IRS tax filing and liability in respect of capital gain due on the sale of the former matrimonial home.

IT IS HEREBY ORDERED THAT:

1. The Petitioner's summons dated 12 February be dismissed with no order for costs."

92. On 10 March 2025, the parties confirmed that they were content for the Court to perfect this judgment and to have it handed down by email.



THE HON. JUSTICE RICHARD WILLIAMS
JUDGE OF THE GRAND COURT