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

Neutral Citation Number: [2025] CIGC (Fam) 13

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FAMILY DIVISION **CAUSE NO: FAM 243 OF 2023**

BETWEEN:	**CADENA SUAREZ**	**PETITIONER**
AND:	**SEBERIAH SUAREZ**	**RESPONDENT**

Appearances:	**Ms. Halliday-Davis from Brady Attorneys-At- Law for the Petitioner** **Ms. Martha Rankine of MSR for the Respondent**
Before:	**Hon. Mr. Justice Richard Williams**
Heard:	**5 August 2025**
Parties' Written Submissions filed:	**3 November 2025**
Date of Circulation of Draft Judgment:	**10 December 2025**
Judgment Delivered:	**16 December 2025**

Financial provision - ancillary relief – mental disability - division of assets – whether there should be a clean break or ongoing spousal maintenance

JUDGMENT

The Application

1. This is the hearing to determine ancillary relief proceedings between Cadena Suarez, the 42-year-old Petitioner wife ("the wife"), and Seberiah Suarez, the 43-year-old Respondent husband ("the husband"). The husband was born in Jamaica. Both parties have Caymanian status and reside in the Cayman Islands.

2. The parties have one child, a daughter. The daughter is aged 16. There are no exceptional circumstances in this case so, having regard to the child's age and s.11(3) Children Act (2012

Revision ("the CA"), no orders are to be made under s.10 of the CA.[1] The child resides with the mother in the maternal grandmother's home. The husband has not offered to pay or has not paid any child maintenance since the parties' separation. The child is in the first of her two final years at a private high school, and she has been awarded a government scholarship that covers all of her fees[2]. The plan is that the child will, upon high school graduation, attend university overseas. It is highly likely that for the foreseeable future the wife will be the parent who will bear the full financial responsibility for the child.

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

The historical and procedural background

4. The parties were married on 23 August 2008. The parties separated on 26 March 2021. It was therefore a 12-year 7-month marriage. When the parties married, they initially lived in the wife's mother's home before moving in May 2009[3] to a condo property in Spotts which the husband had recently purchased in 2008[4]. The mortgage and strata fell into arrears, and the property was foreclosed. In September 2014 they returned to the wife's mother's home where they lived until their separation. During the marriage the wife was employed by the Government as a teacher. At the time of the marriage the husband, who has a degree in accounting, worked for a bank as a finance manager earning around $70,000/annum. He left the bank and from 2010 he worked for his own businesses. These included a courier business[5], a business consulting business, a construction company[6], a finance consulting company[7] and a general consulting company offering various services including immigration advice. The husband said that his income fluctuated due to the economic climate after the financial crash in 2008. He said that he had unsuccessfully applied for over one hundred jobs due to being 'blacklisted' for sharing his political views on social media. The husband acknowledged that his work pattern and inconsistent income resulted in the wife being the primary earner for the family and the one who maintained the household financially.

---

[1] Having regard to the child's age, Mrs Rankine is incorrect at paragraph 3 of the Closing Written Submission filed in support of the wife where she writes *"…contact remains a matter for the court applying the welfare principle."*
[2] The scholarship is reviewed at the end of the first year. If the daughter's required grades are met the scholarship will be extended to cover the second year.
[3] Dates are provided at paragraph 5 in the wife's Petition.
[4] Purchase price was $200,000 and $45,000 was the cost of refurbishment.
[5] 2010-2013.
[6] 2014-2015.
[7] 2021-2023.

5. The husband said that, following an argument, he was made to leave that home in March 2021. The wife said that he left after a violent incident. The husband accepted during cross- examination that there was a physical incident during which he laid hands on the wife. When considering his mental health, he stated during cross examination that:

> *"I am prone to outbursts. I have always been an outspoken person, so outbursts not anything out of my normal responses. The intensity of the outburst may have significantly got worse. What I go through a separation I thought that was just part of me being stressed is going through what I was going through. I get agitated. I might become argumentative, I might name call if it warrants it, I am sure that one or two threats slipped across. There are situations where it became physical."*

The husband said that, after he left the home, he stayed in a hotel room for approximately one month until he moved into two different rental properties. He said that his businesses began to pick up at that time and that they generated a small income. I accept that the husband found the breakdown of the marriage emotionally difficult, especially as he believed that it was due to infidelity on the wife's behalf. He stated that he fell into depression. He consumed illegal narcotics, primarily cocaine which he said he used as a coping mechanism. In late 2019 he was found with drug paraphernalia in a vehicle and he had to attend Drug Court for one year, graduating in December 2021. The wife correctly says that the husband had used drugs before their separation, and she recalled a time before 2014 when she said that the husband was using a white powder which she believed to be cocaine in their bedroom. She said that she argued with him and said that he apologised and that she did not see him use drugs again in her presence. The husband pleaded that he was a *"party user"* of cocaine, but it is evident that the more stressed he became the more his drug use increased.

6. Unfortunately, after successfully graduating from the Drug Court program, the husband relapsed into drug and alcohol use. He said that that the relapse was caused by these proceedings, the marital breakdown, his financial problems, the demise of his businesses and by him not being involved in his daughter's life due to him being *"iced out"*. In mid-2022 he had to close his finance consulting business, and he said that he incurred significant debts of around $300,000 to private lenders who financed his money lending business. It appears that these debts may have been accrued post separation. No proof of these debts has been produced. In his oral evidence, the husband informed the Court that the claims which he listed at the end of his second affidavit (sworn on 9 January 2025) were the ones which he is now seeking. During cross examination he confirmed, when he

said, *"I am not now claiming the 30,000 for liabilities in the affidavit"*, that he was no longer pursuing a claim for a contribution towards the abovementioned debts which is something that he had mentioned at paragraph 29 (vi) in his first affidavit (sworn on 13 December 2024).

7. Despite that indication, I comment upon those alleged debts and the background to them. The husband said that he moved into a property owned by his mother and brother, and that he has remained there to date. He said that he was renting one bedroom in the home, which had been used as a spare room[8]. In his written evidence he told the Court that he is renting the room at $850 per month and that, due to unemployment, he had not paid any rent for a period of over 24 months. As a consequence, by January 2025, he owned $20,400. In his oral evidence he agreed that the correct rental amount was $800 per month and that the rental payments missed figure should be reduced by $1,200 (giving a new arrears figure of $19,200). The husband and his brother agreed that the disclosed *"Short-Term Rental Agreement"* signed by them correctly states in its body that the Agreement was for the period 3 November 2023 to 2 November 2024, but that they had wrongly written the date by their signatures as 3 November 2022 rather than 2023. There is a second document headed *"Summarized Rental Agreement"* which states that the rent is for one bedroom on the premises and the amount is $800 per month for the period 1 November 2022 to 31 October 2023. Both agreements say that there is an $800 deposit being held by the landlord. The husband (in his affidavit evidence) and his brother stated that no deposit payment has been paid pursuant to both Agreements. However, during his oral evidence, the husband said that he had earlier paid a deposit after he moved in and after he was able to do that as a lump sum. The Agreements had stamps from a notary public, Mr. Jospeh Watler, on them. Mr. Watler said that he put his stamps on them in December 2024. He said that he did not do that to verify that he had witnessed all the parties sign the Agreement (because he had not). Mr. Watler said that he put his stamp on it based on what he was told had happened about the signing. During cross examination, the husband's evidence clarified the background to the Agreements. He informed the Court, during cross-examination, that they were both drafted in 2024. This is inconsistent with his brother's oral evidence who claimed that the documents were created at the time of the rental. Therefore, the documents were not written agreements prepared before he was able to have use of the bedroom in the home to govern that arrangement. The husband said that at that time there had been a verbal agreement with his brother. He added that the Agreements were drafted because the Government Department of Financial Assistance had requested that they be prepared in November 2024. If he

[8] At paragraph 11 in his Affidavit sworn on 9 January 2025 the husband wrongly describes the rental property as a one-bedroom apartment.

is right, then the Agreements were not signed on the dates shown in them. The purpose of the two written agreements was clearly to enable the husband to process an application for assistance from the Government Department of Financial Assistance, some of which could then be forwarded on to his brother/mother.

8. The husband's brother informed the Court that he had not terminated the lease despite the 24-month non-payment of rent, even though paragraph X1 in the Agreement makes clear that *"the rental period shall be terminated immediately in accordance with local laws"* if the tenant violates any of the terms of the agreement. He told the Court that he had not done this because he was aware of his brother's mental health and drug issues. The brother told the Court that, despite the terms contained in the Tenancy Agreements, the actual arrangement was that the husband would pay the rent when he was able and that there would be no time limit set for payment *"by whatever means"*. The brother said that he was *"willing to wait"* for payment. That may have been something that they had discussed as a verbal agreement but, as the husband has highlighted, the written Agreements were not earlier in place. Whatever the status of and content in the written Agreements it appears that the husband's brother and mother were understandably willing to allow the husband to occupy the spare room in their house without paying a monthly rent. They commendably wished to ensure that the struggling husband had a roof over his head. The occupation of the spare room, until the receipt of sums early in 2025 from the Government Department of Financial Assistance, in reality and unsurprisingly, had been more of a family arrangement rather than one governed by the terms contained in the later signed Agreements. The brother's supportive demeanour in Court when talking about his brother's health and resultant predicament did not seem consistent with the husband's oral evidence that he and his brother did *"not see eye to eye"*.

9. The husband, when listing in his oral evidence what he was claiming, did not mention a claim for 'past rent' due to his brother and/or mother. Despite that, as the husband exhibited to his affidavit a document headed "AFFIDAVIT" signed by his brother and mother on 13 December 2024, I now comment further on the nature of the husband's financial arrangements with his family. The document purports to be an affidavit from the husband's brother and mother, but it does not comply with the requirements for an affidavit (Grand Court Rule Order 41). The heading on the document makes it unclear whether it was drafted for court proceedings or whether it was drafted as a further supporting document to submit to the Government Department of Financial Assistance. It purports to be a *"sworn statement of outstanding monies owed"* from the husband to his brother and mother. It states that the monies owed are for rent, food, communication, clothing and other miscellaneous items. The sums therein which are said to be owed total $25,900 and are (i) for rent $850 x 24

months totalling $20,400 (despite the fact that the tenancy document provided indicated that the rent was only $800 per month[9]); (ii) for communication (telephone and Internet) totalling $600; (iii) for clothing financing $900; and (iv) for food contribution over 24 months at $200 per month discounted from $4800-$4000. The brother fairly stated in his oral evidence that he could speak to the rental sums, but he could not give evidence about the wider mentioned expenses. He said that only his mother could speak about those but said that she could not attend the hearing due to other commitments. All of these alleged debts between the husband and his brother and mother started to accrue over 18 months post separation and are therefore not matrimonial debts. At no time after the parties' separation did the husband apply for maintenance pending suit to help him meet these expenses. It is evident from the Closing Written Submissions submitted on behalf of the husband, that he is not now making or pursuing a claim for the wife to pay off some of the alleged funds (including purported rent arrears) owed to his family members. If he were seeking a contribution from the wife towards these alleged debts, he would in effect be seeking a retrospective maintenance pending suit order, which is not appropriate in the circumstances of this case. In any event, I am not satisfied that the husband, from his evidence, has sufficiently established that these were actually agreed loans or that the amounts are owed. The highlighted costs relating to the living arrangements which were entered into by the husband around 18 months after the parties' separation have the characteristics of, at best, a soft debt between the husband and his family for which no enforcement has been or is likely going to be sought against the husband by either of the two family members. Any debt that his family says has accrued under that familial arrangement began to accrue well after the separation of the parties. Therefore, if the unpaid rent and other items mentioned in the "AFFIDAVIT" could be regarded as being debts, they are not a matrimonial debt for which the wife has any arguable liability.

10. When considering the nature of the alleged debt, I have been assisted by HHJ Hess's review of the authorities concerning the distinction between "hard" and "soft" loans conducted in ***P v Q (Financial Remedies)*** [2022] EWFC B9. In that non-binding decision, he helpfully summarised the factors that a court may consider when determining whether a given loan falls within either category. A soft loan implies that the lender is unlikely to insist on repayment. While such loans may be legally enforceable, they are often not pursued in practice, which is most seen when there is a close familial relationship between the parties. In these circumstances, the Court may consider it appropriate to disregard the loan and exclude it from the liabilities listed in the asset schedule. I

[9] See paragraph 7 above.

would have done so in this case if the husband was seeking assistance from the wife to discharge the alleged debts. However, when I do that, I recognise that any classification of it as a soft debt is not binding on the actual parties to the debts/loan(s). A creditor is not prevented from seeking repayment simply because the Court has categorised the debt/loan as "soft". The Court is not obliged to accept the assertions of the debtor and creditor regarding their intentions without careful scrutiny and in this case their actions over the two-year period of the two agreements point towards this as being a soft debt. The classification of a loan as "soft" may also reflect a more nuanced position that, while the debt is ultimately intended to be repaid, it is not expected to be enforced in the short term. Again, this is typically due to the personal relationship between the lender and borrower as in the matter before me. Its potential relevance is that it could be said, when looking at the husband's finances globally, that it is a financial liability that he may have, although I find that this is reduced because I regard it as being, in reality, a soft debt.

11. Before I move away from the Agreement and the "AFFIDAVIT", for clarity's sake, I wish to record in this Judgment the Court's pre-hearing communication with the parties. On the day before the hearing, arising from my pre-reading preparation for the hearing, I could see that there were some issues in relation to the above Agreements and "AFFIDAVIT" which needed to be clarified. Therefore, I instructed my Personal Assistant to share comments I had made which suggested to the husband that, if he sought to rely on the three documents, he may want to consider having the persons who signed the "AFFIDAVIT" and the Notary who appears to have witnessed all three of the documents attend the hearing. I did this as I was keen for the hearing to progress to conclusion and not be delayed as a result of me raising these concerns for the first time at the opening of the hearing. I was grateful to the notary public, who stamped but did not witness the signing of the two rental agreements and who witnessed the signing of the document headed "AFFIDAVIT" in December 2024, for attending the hearing and clarifying any role he played in relation to the documents and the relevant dates.

12. The wife filed the Divorce Petition on 24 August 2023. The husband did not seek to defend the Petition and it was proved on 23 October 2023. On 5 December 2023, the wife filed an *ex parte* summons seeking protection orders pursuant to the Protection from Domestic Violence Act (2021 Revision). On 6 December 2023, *ex parte* protection orders were made. The husband attended the return date hearing held on 20 December 2023, but he refused to come into the courtroom citing the stress and the effect on his mental health. The hearing progressed in chambers in his absence and the protection orders were extended until the grant of the decree of dissolution of the marriage or further order of the Court. Despite the injunction, the wife did not seek an exemption and the

parties were sent to mediation. Unfortunately, mediation was unsuccessful, and the parties returned to Court. Due to issues with service, the matter did not come back before the Court until 19 July 2024. The husband failed to attend that hearing, something that he thereafter repeated on a number of occasions. Both parties attended a mention hearing on 31 July 2024, at which the Court was informed that there was a residence order dispute and that there were issues in relation to ancillary relief. The husband again failed to attend the next hearing, which was on 23 September 2024, despite the fact that both parties were provided with the date in the courtroom at the 31 July 2024 hearing. The husband again failed to attend the case management hearing on 6 November 2024, but the Court was aware that Mrs Rankine might be coming on the record for the husband if he could diligently process his legal aid application. Therefore, the matter was adjourned to 17 December 2024. Both parties attended the December 2024 hearing and substantive case management directions were given. When the matter came back before the Court on 13 February 2025, it was evident that the directions had not been fully complied with. The Court gave further directions, including for the parties to consult the Listing Office to obtain a final hearing date. On 12 May 2025, due to the parties' non-availability for earlier offered hearing dates, the ancillary relief hearing was listed for 14 October 2025. As I was concerned about the delay, I invited the parties to consider whether 5 August 2025 would be a convenient hearing date for them, and they agreed that it was.

13. In April 2024[10], the husband said that he was experiencing some challenging family issues which resulted in an incident where his mother and brother had called the police for assistance. The husband was taken to the hospital and admitted for nine days for psychiatric input in the Mental Health Ward. On 2 October 2024 the husband was arrested by police and incarcerated for five days arising out of a complaint by the wife that he had breached the protection order. That alleged breach was not brought back to Court. In November 2024, the husband got involved in another incident in which he suffered injuries. He was again taken to the Mental Health Ward where he remained for 11 days. A letter from Consultant Psychiatrist George Leveridge dated 13 December 2024 which was addressed to the Court said that:

> *"The above-named patient has been receiving treatment from the Cayman Islands Hospital at Georgetown for Bipolar Disorder, and a Substance Use Disorder. He is very receptive to treatment, and he has a good prognosis."*

[10] In the husband's Affidavit sworn on 13 December 2024 he gave the date as January 2024. In his Affidavit sworn on 9 January 2025 husband gave the date as 28 April 2024.

Following a written request made by the husband[11], the same psychiatrist wrote a more detailed letter to the Court dated 20 December 2024. In the letter he confirmed that the husband had been receiving treatment for Bipolar Affective Disorder from the Hospital since 28 April 2024 when he was first admitted for the same. He said that the husband had a second admission on 25 November 2024, was discharged on 6 December 2024 and was at the time being managed in the outpatient department. He then added:

> *"It is the opinion of his mental health team that Mr Suarez may have been unwell for quite some time before his first presentation for treatment. Even since his first presentation for treatment, he had demonstrated a fluctuation course of stabilization, which has affected his income generating capabilities.*
> *Bipolar Disorder is a chronic disorder with a lifelong course. During the course of this disorder, he is likely to have periods of stability and periods of relapsing. Notwithstanding, Mr. Seberiah Suarez when stable may be able to function at some type of employment that does not require much intense demands from/on him.*
> *Currently, his prognosis is assessed as fair to good depending largely on his compliance with the management plan that has been created for him."*

I note that these reports are rather dated (prepared around 8 months prior to the hearing). It is regrettable that more updated reports were not obtained and presented.

14. The husband is now treated as an outpatient and is on prescribed medication and a monthly injection. The husband conceded in his oral evidence that he still uses cocaine and that on occasion he does not take his medication. In re-examination he said that he was *"not a frequent cocaine user. Now far fewer part use cocaine, when the pressure gets to me. If I did marijuana I take the tea, I use it medicinally as a herb"*. He said that he does not take one of the prescribed types of medication *"as it eats away at my memory"*. In his evidence in chief, the husband said that his medication has side effects and it makes it *"feel like I am shouting inside but nothing comes out"* and that it is *"like I have a big bag and can see what is on top of the bag, but not what is inside"*. He stated that his *"meds make me sleep all the time"* and that his attention span does not let him sit for four hours and he has to move. He added that:

[11] A copy of that written request has not been provided to the Court.

"I can't control my health situation. I do not know of other ailments, bipolar thing is the most destabilising of disorders. Affects the happening to the mind and can't put a Band-Aid on it … Like a petri-dish affects impacts. Every day is a new day. It takes a lot to plan."

During the hearing there were periods of time when he spoke fluently and calmly, but it clear that his concentration did on occasion drift and that he experienced moments of mental discomfort. On one occasion, during cross-examination, he said that it was becoming too much for him and he requested and was given a break. His demeanour left the Court with the impression that the observations, including about prognosis and future employment, made by the psychiatrist are accurate.

15. On 18 February 2025, the Department of Family Assistance emailed the husband to inform him that he had been granted rental assistance for a duration of one year in the amount of $800 per month along with a one-time security deposit, effective 1 February 2025. He was provided with a copy of the Department's rental agreement which required both his and the landlord's signature. In addition, he was told that, for the upcoming 12 months, for food he would receive (i) biweekly payments in the amount of $200; (ii) payments of $50/month for the telephone; (iii) payments $100/month for transportation; and (iv) a one-off payment of $250 for clothing. He was directed to provide updates concerning the divorce proceedings and a copy of a business license. He was directed to inform the Department within 10 working days if there is any change in his circumstances. The necessary documentation was processed and the payments have started. I understand that the rental deposit was paid by the Department. When recording that payment, I note the husband said in his oral evidence that he had already paid that deposit.[12]

16. In relation to the payments received from the Department of Family Assistance, the husband has indicated that he could not be sure that the amount currently being paid would continue.

17. The ancillary relief hearing commenced on 5 August 2025. Although the time estimate was for one day, the hearing did not conclude on 5 August 2025. This may be because the husband's brother and the notary public were called as witnesses by the husband[13]. The hearing concluded on 20 October 2025. The unfortunate lengthy delay between the hearing dates was caused by the parties' non-availability on offered dates (including other dates in August during the Law Courts Summer

[12] See paragraph 7 above.
[13] See paragraph 11 above.

Vacation[14]) and by the Judge being out of the jurisdiction for an extended period in September. 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 and the contents in the core bundle. On the day before the first day of the hearing the Court provided the parties with copies of the Judgments in ***TA v SB*** [2025] EWFC 61 and ***V v V*** [2024] EWFC 380.[15]

Clean break and the parties' positions

18. The parties agree that, due to the husband's mental health issues[16] and until he resumes employment, only a nominal child maintenance order should be made in relation to him. The wife contends that this is a clean break case with no need for there to be any increased assets distribution in favour of the husband to achieve that. She says that the husband has an income capacity which he is not utilising and that no spousal maintenance order should be made. She highlights that she will be the parent solely financially meeting their child's needs, probably until she reaches the age of 21 as she will be remaining in full time education. If there is to be a spousal maintenance order, the Petitioner highlights that all expenses relating to the child will have to be met by only her and that this should be taken into account. The husband seeks a time limited spousal maintenance order of $1,350/month concluding on 28 February 2028[17]. He seeks the order from 1 March 2026 (to coincide with when the Financial Assistance he receives from the Department of Family Assistance may come to an end).[18] He did indicate right at the close of his evidence in chief that he believed that there was a *"likelihood that they would renew"* his assistance in March. I accept that, although he held that belief, he cannot be sure that will happen. It is stated in the husband's Closing Written Submissions that:

> *"A time-limited maintenance order of this nature would stabilize the husband's accommodation and represents only about 22% of the wife's net income manageable some well within her means…. Given the significant disparity of income and earning capacity, together with the husband's ongoing medical limitations, there is "good reason" (McTaggart, para 63) to supplement the capital division with a short – to medium – term maintenance order. Without such support, the husband's basic needs will not be met)."*

[14] Law Courts Summer Vacation Dates 1 August 2025 to 15 September 2025.
[15] At the outset of the second day of the hearing, the Court again provided a copy of the ***TA v SB*** [2025] EWFC 61
[16] See paragraph 14 above.
[17] See paragraph 4 of the husband's closing written submissions.
[18] Paragraph 4 of the Written Closing Submissions filed on behalf of the husband.

Initially the husband sought a direction that the payments should be reviewed at six-monthly intervals to ensure they remain fair and reflective of both parties' circumstances. It was not clear whether he sought that review to be conducted by the Courts or by the parties. However, it is clear from the husband's Closing Written Submissions that such reviews are no longer sought by him and that the cut-off date for maintenance payments should be 28 February 2028, which he terms as being a "*short-to medium term maintenance order"* which would meet his "*basic needs*."[19].

The Assets and the parties' positions

19. There are only two relevant types of assets. The first is a plot of land on Little Cayman. In May 2018 the parties entered into an agreement with Franklin Investments Ltd to purchase the property for $35,880. They paid a deposit of $299 and were then to make 119 equal monthly payments of $299 between 8 May 2018 and 1 April 2028.

20. Initially the husband contended that the parties' investment in the plot shouldbe assessed as equal and that he should receive 50% of the valuation of the property. However, at paragraph 24 in his second affidavit he said that he was willing to waive all rights and interests in the land in exchange for a payment of $10,000 from the wife. In his oral evidence he reiterated that $10,000 is all that he is seeking in relation to his interest in the land. In cross-examination he stated:

> *"I do not recall saying that I would settle on $5000 at the last hearing. That has been a tender point for me. I confirm that I seek what I said in my affidavit that she should pay me $10,000 in the land and so I do not seek 50% of the $38,000."*

Despite the position clearly sent out in the husband's written and oral evidence, in the closing written submissions, his Counsel contended in the Written Closing Submissions that:

> *"In respect of the parties' interest in the Plot, the Husband's medical condition and housing needs justify an equal division."*

Therefore, after the hearing on 11 November 2025, my Personal Assistant, on my instructions, wrote to the parties seeking clarity about the discrepancy between the husband's evidence and the submissions filed on his behalf. On 13 November 2025 the husband's attorney confirmed in an email to the Court that the husband was only seeking $10,000 and that the Court should disregard the contention made in the written submissions.

[19] See paragraph 4 husband's Closing Written Submissions.

21. The wife wrongly argues that the land should be viewed as being a non-matrimonial asset, on the basis that the land will not be acquired until the completion of all payments. That said, she concedes that the husband should be repaid the $5,700 that he has contributed towards the purchase price. I was conscious that land is not something which the wife could sell or borrow against to buy out the husband at this time. This is a further difference from what one would see in a situation where the property is mortgaged. If the wife is to retain the land and to buy out the husband, I have to consider whether that payment could only be made once the property is transferred to the wife (which would be after all the payments are made and which should be paid in full no later than April 2028) or whether it could feasibly be paid sooner when the property is still owned by Franklin Investments Ltd. Neither her written or oral evidence or the written submissions filed on her behalf set out when such a payment should be made. Therefore, in the 11 November 2025 email mentioned at paragraph 20 above, my Personal Assistant asked, on my direction, about when any buy-out sum relating to the land should be made. On 12 November 2025 the wife's attorney indicated in a reply email that she would require two to three months to make the payment and that she would consider taking out a loan if that was required. The husband replied that he agreed with that time frame.

22. I note paragraph 3 of the parties' written agreement with Franklin Investments Ltd dated 9 May 2018. Both parties also informed the Court in their November 2025 reply emails that the vendor would be informed that, after the completion payment (the final instalment payment) had been paid to Franklin (and after the buyout payment had been made to the husband), the instrument of transfer documents and all relevant documents should reflect that the transfer of the plot of land is to the wife only.

23. The second type of asset is the parties' pensions. The wife's Public Service Pension Board statement concerning details about that pension gives a figure of $39,482 as accruing from the time of the marriage until the parties' separation. That statement only shows the total of the contributions made and does not disclose whether the value of her pension had other growth during that period. This was highlighted when the husband gave his evidence on the first day of the hearing and my notes from that hearing record my observation the wife may need to obtain a statement showing how the value of her pension increased at the pertinent time. A fuller statement containing the total growth detail, or a communication from the Pension Board stating that the only growth to her pension at that time was the contributions, has not since been produced. It appears that the husband does not seek to take the point and pursue a deeper analysis as at paragraph 3 in the Closing Written Submissions filed on his behalf it states that:

"The Wife's marital pension accrual is $39,482.75."

24. The parties agreed that the husband's pension with Silver Thatch which accrued during the same period is $24,552.92 ($7,135 in contributions and $17,417.92 in investment growth)[20]. This means that there is a difference of $14,929.83. In the Closing Written submissions, the husband contends that the pensions should be divided equally and suggests that the wife pay $7,464.92 to equalise the pensions. The wife argues that each party should keep their own pension and that they should not be included in the calculations. If there is to be a balancing up figure for the pensions to be paid, then the Court will need to decide whether that should be done by a lump sum payment at this stage or by a pension transfer order.

25. The "Conclusion" paragraph at the end of the husband's Written Closing Submissions concisely summarised the position being put forward by the husband's attorney as follows:

"An equal division of the Plot, a pension equalization payment of CI$7,464.92 from the Wife to the Husband, and a maintenance order in the terms outlined above[21] will, together, achieve a fair and balanced outcome that meets both parties' needs while properly recognizing their respective contributions and resource."

26. The last paragraph in the wife's Written Closing Submissions concisely summarised the position being put forward by the wife's attorney (which unlike the above submissions which were made on behalf of the husband is fully consistent with the wife's evidence) as follows:

"1) The petitioner refunds to the respondent the sum of $5,700, which represents the funds he has submitted to the instalments of the land in Little Cayman.
2) That a child maintenance order is made in the sum of $1.00.
3) That there is no order relating to the distribution of pensions.
4) That there is no spousal maintenance order made."

27. Therefore, in light of the above, the main issues for the Court to determine are:

(i) Should the plot of land in Little Cayman be treated as a matrimonial asset?

(ii) Does the wife's greater number of payments to the purchase of the plot justify a departure from equality in the husband's favour?

[20] See paragraph 3 of the closing written submissions prepared for the husband.
[21] See husband's position about maintenance he seeks set out at paragraph 18 above.

(iii) If the plot of land is a matrimonial asset should the husband's interest be compensated by (i) a buy-out figure of $10,000 as sought by him in his written and oral evidence; or (ii) a buy-out figure of $5,700 as suggested by the wife?

(iv) As the wife wishes to retain the plot of land how should any assessed buy-out figure be paid?

(v) Should the pensions accrued during the marriage up to the date of separation be treated as a matrimonial asset and be subject to equal sharing or some other figure?

(vi) What is the value of each party's pension and what is the balancing figure for the pensions?

(vii) If there is a balancing figure should that be met by a lump sum payment or by a pension transfer order?

(viii) If this case is not suited to a clean break due to the husband's ill health, what should be the quantum of maintenance paid, when should any payments start and should payments be time limited?

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

28. The law pertaining to the division of assets and maintenance is governed by s.19 of the Matrimonial Causes Act (2005 Revision) ("the Act"). Section19 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[22];

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

(iii) providing for periodic payments to be made by either spouse for the benefit of the children of the marriage and for the other spouse.[24]

29. Sections 19 and 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, when considering what is fair in all the circumstances of the case, traditionally have had regard not only to the matters set out in s.19, but

[22] Section 21(b).
[23] Section 21(e).
[24] Section 21(f).

may also be guided by the relevant factors raised in s.25(2) of the Matrimonial Causes Act (1973) in England and Wales.[25]:

> *"(a) the income, earning capacity, property and other financial resources which each of the parties to the marriage has or is likely to have in the foreseeable future, including in the case of earning capacity any increase in that capacity which it would in the opinion of the court be reasonable to expect a party to the marriage to take steps to acquire;*
>
> *(b) the financial needs, obligations and responsibilities which each of the parties to the marriage has or is likely to have in the foreseeable future;*
>
> *(c) the standard of living enjoyed by the family before the breakdown of the marriage;*
>
> *(d) the age of each party to the marriage and the duration of the marriage;*
>
> *(e) any physical or mental disability of either of the parties to the marriage;*
>
> *(f) the contributions which each of the parties has made or is likely in the foreseeable future to make to the welfare of the family, including any contribution by looking after the home or caring for the family;*
>
> *(g) the conduct of each of the parties, if that conduct is such that it would in the opinion of the court be inequitable to disregard it;*
>
> *(h) in the case of proceedings for divorce or nullity of marriage, the value to each of the parties to the marriage of any benefit which, by reason of the dissolution or annulment of the marriage, that party will lose the chance of acquiring."*

30. In relation to the present matter, I am conscious that there are several of the above factors that could be applicable to ancillary relief cases especially when one party has mental health issues. When I consider the factors in this paragraph, I remind myself that (i) although a party's health may impact the financial orders the Court makes, this must always be weighed against other factors in the case and therefore (ii) the Court's paramount/first consideration will be the welfare of the child of the family, regardless of whether depression or mental illness is a factor in the case. The first of these factors is the income and earning capacity of the parties, which may be particularly relevant if a person is unlikely to be able to work full-time (or work at all) due to their mental health challenges. Mental health may affect one's ability to work, either permanently or temporarily, and thus influence entitlement to maintenance or to a larger share of assets. The Court will need to consider

[25] ***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].

whether this is a short-term issue – for example, one that may improve once the burden of Court proceedings has passed – or if it is likely to have a long-term impact on income and earning capacity. When considering whether there can in some cases be an improvement in health post proceedings, I recognise that a relationship can break down because one party is suffering from depression or other mental illnesses or, when depression/mental illness is brought on by the breakdown of the relationship. The party seeking to argue that their income capacity is diminished due to mental health should strive to provide detailed medical evidence to assist the Court in understanding the short- and long-term prognosis and its implications on earning capacity. The husband has produced some medical evidence which does provide some helpful insight to the Court, although it does not provide a detailed analysis of the above factors. The second factor is the financial needs, obligations and responsibilities of the parties. If a parent has mental health challenges it may impact on the needs of the family, for example they may need to pay out for additional support or wish to remain living in a certain area where they have systems in place. The Court will need to consider how much weight to apply to these needs, particularly if there is limited money in the pot, and whether they ought to be prioritised. The third of these factors is any physical or mental disability of either of the parties which means that mental disabilities is a standalone factor for the Court to consider. A spouse suffering from a debilitating mental illness might require continued financial support, possibly through spousal maintenance or a larger capital settlement. However, the Court should not encourage financial dependency where recovery and rehabilitation is a possibility as rather than bolstering dependency its goal should still be to ensure fairness. The fourth factor relates to the conduct of each of the parties. Although the Court imposes a high threshold before considering conduct as a factor which should impact upon the financial arrangements, there have been some cases where severe mental health has led to conduct which the Court cannot ignore. An example of this being considered and addressed in financial proceedings is if a drugs or alcohol addiction has led to a significant depletion of the matrimonial assets. For completeness' sake, I also note that disability or a serious health condition may weaken a party's claim to the matrimonial assets, rather than increase it. An example of this is when one party receives disability benefit payments which are considerable in the context of the other assets in the case. Even with these factors in mind one cannot generalise about the impact of a party's mental illness on the overall financial award as this will vary depend on the facts in each case. Therefore, the financial orders made will reflect the parties' circumstances and the financial situation of the family as a whole.

31. In ***TA v SB*** [2025] EWFC 61(B), the Court was concerned with what should happen to a jointly owned former matrimonial home. In that case the parties were both aged 65 with a the marriage of 35 years. There were no relevant children The wife had a longstanding diagnosis of Bipolar Affective Disorder and had suffered a relapse during the proceedings and presented as being *"extremely unwell*" and was expressing paranoid and suicidal thoughts. It was evident that her condition was made worse by the proceedings and the uncertainty about the home. She clearly was in a worse state than the husband in the matter before me. It was so severe that the wife appeared by the Official Solicitor. After the parties' separation they remained living together in the home, albeit in separated areas. The home did not satisfy the parties' needs and was in a dilapidated condition throughout. The husband wanted the property sold. The wife wanted the property to be transferred to her sole name once the mortgage was cleared with the husband moving out to a rental property or that there be a transfer with a chargeback on a ***Mesher*** order. The parties agreed that there should be a clean break. The Court ordered the sale of the home with 57% of the net sale proceeds or the first £150,000 to the wife, whichever was greater. HHJ Muzaffer[26] was acutely aware of the wife's healthcare needs, but he also noted that section 25 MCA required that the Court have regard to a number of factors and he felt that it would not produce a fair outcome if the wife's health needs were elevated to being the Court's paramount consideration. The Judge, when making his decision, acknowledged that sale of the home would cause the wife significant distress and have a detrimental impact on her mental health. The Learned Judge felt that the percentage division of the sale proceeds would enable both parties to rehouse in owned accommodation. He found that the case was suitable for an immediate clean break in respect of both capital and income as his order insured self-sufficiency for both parties. I recognise that each case is fact dependent and that the mental health of a party is just one aspect of the Court's assessment pursuant to S.19 of the Act.

32. It is helpful to again set out the authoritative summary of the general law to be applied which was set out by Peel J in ***WC v HC (Financial Remedies Agreements) (Rev 1)*** [2022] 2 FLR 1100 at [21]:

> *"i. As a matter of practice, the court will usually embark on a two-stage exercise, (i) computation and (ii) distribution, Charman v Charman.*
>
> *ii. The objective of the court is to achieve an outcome which ought to be 'as fair as is possible in all the circumstances', per Lord Nicholls of Birkenhead in White v White.*

[26] sitting in the Family Court at Cardiff Civil and Jamily Justice Centre

iii. *There is no place for discrimination between husband and wife and their respective roles, White v White.*

iv. *In an evaluation of fairness, the court is required to have regard to the s 25 criteria, first consideration being given to any child of the family.*

v. *Section 25A of the Matrimonial Causes Act 1973 (MCA 1973) is a powerful encouragement towards a clean break, as explained by Baroness Hale of Richmond in Miller v Miller, McFarlane v McFarlane.*

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

vii. *In practice, compensation is a very rare creature indeed.*

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 (No 4).*

ix. *In the vast majority of cases the inquiry 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. *Pursuant to the sharing principle, (i) the parties ordinarily are entitled to an equal division of the marital assets and (ii) non-marital assets are ordinarily to be retained by the party to whom they belong absent good reason to the contrary: Scatliffe v Scatliffe. In practice, needs will generally be the only justification for a spouse pursuing a claim against non-marital assets.*

xi. *The evaluation by the court of the demarcation between marital and non-marital assets is not always easy. It must be carried out with the degree of particularity or generality appropriate in each case: Hart v Hart. Usually, non-marital wealth has one or more of three origins, namely (i) property brought into the marriage by one or other party, (ii) property generated by one or other party after separation (for example by significant earnings) and/or (iii) inheritances or gifts received by one or other party. Difficult questions can arise as to whether and to what extent property which starts out as non-marital acquires a marital character requiring it to be divided under the sharing principle.*

xii. It will all depend on the circumstances, and the court will look at when the property was acquired, how it has been used, whether it has been mingled with the family finances and what the parties intended.

xiii. Needs are an elastic concept. They cannot be looked at in isolation."

33. Further, Mostyn J in ***Clarke v Clarke*** *[2023] 2 FLR 1*, endorsed Peel J's summary as an *"impeccable synopsis"* and added one additional element: that section 25A, the clean break provision, must be diligently applied.

34. Mr. Justice Peel's above guidance is consistent with the approach that had already been adopted in our Courts, as seen by the principles outlined by the Court of Appeal in ***McTaggart v McTaggart*** [2011 2 CILR 366] ***("McTaggart")*** and in ***Valerie Ayala Gordon v Jefferson Raymond Watler*** CICA (Civil) 13/2014 ***("Gordon")***. I need not set out that detail again herein but simply reiterate Sir John Chadwick, the President's, observation that:

"The ultimate objective is to give each party an equal start on the road to independent living."

35. 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 plot of land

36. I remind myself of the well-known House of Lords decision in ***White v White*** [2000] UKHL 54 *("**White**")*. When commenting upon ***White*** in ***Politowicz***, I stated at paragraphs 63-64:

*"63. 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)[27], 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>"*[28]

37. In ***Miller v Miller; McFarlane v McFarlane*** ("***Miller***"), a case 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."*

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

38. In ***S v S (Non-Matrimonial Property: Conduct)*** [2006] EWHC 2793 (Fam), [2007] 1 FLR 1496, ("***S v S"***) 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."*

39. 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."*

40. Chadwick P in ***McTaggart*** acknowledged that there is no requirement under the 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***, the President noted at *paragraph 37* that:

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

Conclusion about the plot of land

41. As of 30 July 2025, the husband has paid a total of $5,700 and the wife has paid approximately $20,313 towards the plot of land. The 87 installation payments of $299 made total $26,013. The outstanding balance to be paid is around $9,867. The husband initially stated that, as the purchase was made over seven years ago, it is likely that the value of the plot had appreciated significantly. In fact, the valuation evidence which the wife obtained, which the husband agreed, was that similar plots of land would now be selling for $38,000. However, when one looks at the purchase agreement dated 9 May 2018 it makes clear that if the purchasers fell into arrears of three monthly payment instalments in aggregate, the vendors should serve a written notice on them requiring payment within 21 days and, if that notice was not complied with, then all the monies paid on account of the purchase price would be forfeited to the vendor. Therefore, if such a notice was not complied with in the purchase sums already paid then forfeited, the plot of land would have no value. This is, of course, a very different position than the one seen in a traditional mortgage arrangement where the purchasers of a property would still have an asset with some equity value, albeit after the mortgage and other relevant costs had been deducted. In light of that I am satisfied that the best way to start to value the asset for these proceedings is to consider the payments that have been made in by the parties. Those payments total $26,013.

42. The property is a matrimonial asset. Its valuation cannot be determined by comparing it to similar plots because of the nature of the purchase agreement. Arguably, the equality principle should apply as a starting point. I am satisfied that, on the information before me, that the value of the property (for which $26,013 of payments have already been made) would be at least $20,000. With that in mind, as well as the guidance set out in the cases highlighted above herein, the husband's claim made in both his affidavit and oral evidence and confirmed post hearing in an email from his attorney that he should be compensated by a $10,000 buy-out figure is fair in the circumstances and consistent with the equality principle.

43. I order that the wife is to pay a buy-out figure of $10,000 to the husband. That payment must be made within 3 months of the date of this order. Once the buy-out figure has been paid, the vendor should be informed that upon the last payment required under the Agreement being paid, the instrument of transfer documents and all relevant documents should reflect that the transfer of the plot of land is to the wife only.

Conclusion about the pensions

44. The pensions are also matrimonial assets. There is no reason in the circumstances of this case to depart from the equal sharing principle in relation to the pensions. The parties have agreed the valuation figures of their respective pensions as mentioned at paragraphs 23-25 above. Based on the figures agreed by the parties, the wife's pension pot is $14,929.83 larger than the husband's one. As I find that the total pension pot is to be divided equally, a figure of $7,464.92 from the wife to the husband is ordered to equalise the pensions.

45. The pension balancing figure is to be dealt with by means of a separate pension sharing order. This means that the wife will not need to raise that amount to pay off the husband at this stage. I am conscious that she cannot presently borrow against the plot of land. The wife should provide the husband with details from her pension company about the earliest date when this transfer to the husband's pension fund could occur.

Conclusion about spousal maintenance

46. The husband informed the Court that he has been working on a project to set up a nature village retreat for people who are in a "*similar situation*" to him. He stated that it would take 3 to 5 years to develop as it would have to be done in phases. He said:

> *"I am pursuing it. I am not just sitting down but I want my impact to be good for society and for something that is not in Cayman now, but Cayman can benefit from eco-tourism."*

He spoke passionately about this undertaking, and I had the impression that he felt that he feels that he is mentally and physically able to take on the work required. Therefore, it is evident that the husband accepts that he has the capacity to take on some work but did say in his oral evidence:

> *"I feel well enough to move the project with...(he names the office of the person who he would be working with, but he wishes that person to be anonymised)…as it is directly in line with what I am trying to do for myself."*

His capacity/ability to undertake setting up and running such a project is consistent with the dated medical evidence prepared in December 2024 which he produced[29] although it may actually involve greater work than the Psychiatrist envisioned when he said that with a prognosis which is *"fair to*

[29] See paragraph 13 above.

good" he *"may be able to function at some type of employment that does not require much intense demands from/on him"*

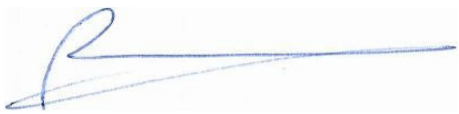
47. The husband indicates that his monthly outgoings (rent, utilities, food transport and medication) total $1,350. He says those are currently being met by public assistance[30]. Unlike the wife, he does not have any legal fees to pay as he benefits from having legal aid. His health needs are being met by CINICO indigent care. When I consider the medical evidence presented by the husband and set out at paragraph 14 above, I am satisfied that the husband's mental health condition will for the foreseeable future prevent him from returning to the type of employment that he previously undertook. However, he may take on what he may view as being more 'menial' work which would not involve the same stresses but would provide some income. Apart from his retreat project, I am not satisfied that the husband has sufficiently explored other less stressful employment options which would not require "*intense demands from/on him*", although he may believe them to be below the level he has worked at before. He has not provided any meaningful evidence of jobs he may have unsuccessfully applied for. I note that he states his health issues are known in the community and that this puts him at a disadvantage with prospective employers. Although such employment would generate a lower income level than his previous employment on occasion may have provided, it might meet a significant portion or all of the $1,350 figure[31] that he now seeks in maintenance.

48. In her oral evidence the wife put her basic household monthly outgoings at $2,609, She stated that her net income was $5,424[32], leaving a disposable income of $2,815. She says that she would like to be able to not have to be dependent on living at her mother's home. Her outgoings are at a level because she and the child currently live in her mother's property and she is not paying formal rent. She says that over and above what she may owe her current lawyer[33] she owes her former lawyer, Bransens, the balance of $7,000 from their $19,000 bill. The husband states in his closing submissions that her net income was $6,118. However, that figure is incorrect, and it seems to be based on the gross earnings figure set out in the wife's November 2025 payslip.

---

[30] He also received a single annual payment of $250 for clothing.
[31] $1300 was initially sought as set out in paragraph 16 of the husband's skeleton argument ands at paragraph 21 in the husband's affidavit sworn on 9 January 2025, but his Closing Submissions he seeks $1,350.
[32] There are two relevant pay slips attached to the wife's Replies to Further and Better Particulars November 2024 with a net pay of $5,118 and for January 2025 with a net pay of $5,424. The latter figure is higher due to the Civil Service start of year pay rise. I pay not regard to the December 2024 pay slip which included a one-off Honorarium income figure.
[33] The wife stated in her oral evidence that her legal bills submitted by her current lawyer had been paid up to the start of the final ancillary relief hearing.

49. Having regard to the above, and the limited capital resources, I am not able at this stage to make an order which provides for a clean break between the parties. Based on the husband's submissions, I need not make a maintenance order requiring payments at this time. I am therefore satisfied that I should make a nominal maintenance order of $1 which will expire in March 2028. The March 2028 date is again a date suggested by the husband for the cessation of maintenance. If the husband's public assistance comes to an end, he has leave to apply to Court to vary the nominal order. If that happens, unless there is a change of circumstances, the wife should be aware that the Court may well find that she has the capacity to make a maintenance payment for a period of time, even though she is the parent solely financing the child's needs. If the husband's public assistance comes to an end and if the parties cannot agree a maintenance figure, the husband will need to file a summons with supporting affidavit to vary the nominal maintenance order. That affidavit will need to show his income and outgoings. Importantly, the husband will have to provide a narrative with supporting documentary evidence about the employment opportunities he has been seeking and the outcomes. As I noted above, the current dated medical evidence opines that he may have an income capacity in less stressful work. With the affidavit the husband will also need to obtain an updated psychiatric report about the state of his health, the current prognosis and how that impacts on him taking on employment at any level.



THE HON. JUSTICE RICHARD WILLIAMS
JUDGE OF THE GRAND COURT