

1 **IN THE GRAND COURT OF THE CAYMAN ISLANDS**  
2 **FAMILY DIVISION**

3  
4 **CAUSE NO: FAM 143 OF 2015**

5 **BETWEEN:**

6 **DANA TERESSA SMITH**

7 **Petitioner**

8 **AND:**

9 **NEIL BRIAN GORDON JOHNSON**

10 **Respondent**  
11  
12  
13

14 **Appearances:**

15 **Mrs. Sheridan Brooks from Brooks & Brooks for the**  
16 **Petitioner**

17 **Mr. Conor Fee from Sampson & McGrath for the**  
18 **Respondent**

19  
20 **Before:**

**Hon. Mr. Justice Richard Williams**

21  
22 **Heard:**

**1 October 2015**

23  
24 **Transcript circulated: 2 October 2015**  
25  
26  
27



**TRANSCRIPT OF EX TEMPORE RULING**

28  
29 1. I give this Ex Tempore Ruling at 5:50 PM at the close of today's hearing as an  
30 immediate decision is required. It is not intended to read like a formal written  
31 ruling. It will have to be perfected, copies of it will be made available to the  
32 parties.

33  
34 2. I have before me the Summons filed yesterday by the Respondent husband. In  
35 the Summons he seeks the following orders:  
36



- 1 (i) that he be entitled to occupy the property at 45 Yates Drive, West Bay  
until the determination of ancillary relief proceedings or further Court  
order; and
- 6 (ii) that the Petitioner wife be prohibited from renting the said property to  
any third parties until the determination of the ancillary relief  
proceedings or further court order.

7

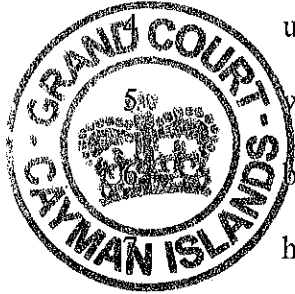
8 3. I hope that the parties will not be offended if from now on I refer to them, for  
9 convenience, as the husband and the wife.

10

#### 11 **The Background**

12 4. The parties "*intimate*" relationship commenced in or around June 2002. The  
13 wife contends that they initially "*shared time together*" at a property "*she*  
14 "*owned*". She contends that on 29 November 2009 she sold that home and she  
15 and her then 13 year old daughter "*moved in*" with the husband for about 6  
16 months "*whilst she built the house.*" The husband contends that the wife sold her  
17 home in November 2008 and remained in his property until August 2009. She  
18 stated that when residing at his property the arrangement was that she would  
19 purchase groceries for the household and pay for the utilities. The husband  
20 contends that he had not forced such an arrangement and that it was the wife  
21 who insisted on paying electricity and water bills during that period. He stated  
22 that he paid all of the other bills including mortgage instalments.

23



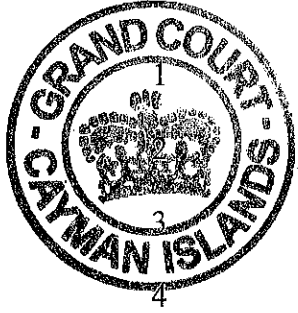
1 5. The wife states that she then moved into the property at 45 Yates Drive. The  
2 husband characterises that property as being the matrimonial home and a  
3 matrimonial asset, today the wife does not. The husband states that the land  
upon which the property is located was purchased by the wife in December 2008  
with the proceeds from the sale of her former home, but that the property was  
built by both of them. The wife contends that she paid everything to build the  
home, which is registered in her sole name, and it is simply not true that the  
husband provided substantial sums of money during the construction of the  
property and towards the property over the years. The husband said that he made  
substantial capital contribution towards the construction of the property and that  
he personally managed the construction of it as there was no external contractor.  
He states that it was after that property was completed in around  
August/September 2009 that he placed his property up for sale and that whilst it  
was on the market he spent most of his time, including overnights, at the Yates  
Drive property. It is agreed that towards the end of February 2010, after selling  
his home, the husband moved into that property. The wife states that he only  
stayed there until June 2011 although he did return in 2012 when she threatened  
to divorce him. She contends that, upon the return of the parties after their  
marriage on 24 June 2011 in the United States, the husband decided not to move  
back into the property and that he returned to the property at Lantern Point. She  
commented that the husband has had 8 vehicles registered at that address, the  
latest being registered in July 2015. The husband indicates that the registration is  
at that address, because that is the address on his driving licence. The husband



1 contends that after the wedding he returned and resumed living in the Yates Bay  
2 property with the wife.

3  
4 6. The wife contends that when the husband was in the Yates Bay property that he  
5 failed to fully adhere to an agreement that he would contribute \$1,500 per month  
towards his living expenses including but not limited to the utilities, pool  
service, gardening and assistance with the purchase of food. The husband stated  
that he consistently paid the monthly figure of \$1,500, which equated to half of  
the monthly instalment on the mortgage loan for the property. He conceded that  
10 there was one "*mortgage payment*" he had missed, but he said he had given the  
11 wife \$5,000 and asked her in advance to use some of that money to cover that  
12 payment for the month.

13  
14 7. For completeness sake, there is an apartment in Miami which is in the husband's  
15 name. He said he purchased the property in December 2007 and that he has paid  
16 all of the costs associated with it. The wife says that, although it is registered in  
17 his sole name, it is a property owned by both of them and that each of them  
18 made investments into the property and she played a role in the rental of the said  
19 property. The wife contends that the Miami property is rented because she has  
20 recently been telephoned by someone seeking access to it. The husband says that  
21 it is not rented, and on the extremely limited evidence before me I am unable to  
22 determine whether it is. The husband accepts that there is a property owned by  
23 him in Barbados which is rented, and claims that the proceeds are used to



1 discharge the mortgage. The husband also contends that the wife owned a plot of  
2 land in Cayman Brac which she sold in 2014 for \$120,000 and that if she needed  
3 money to pay for university fees she could have used that. He also stated that  
4 she owns a plot of land close to her mother's home.

5

6 8. There are no children of the marriage. The wife has a daughter from a previous  
7 relationship who has just commenced at Barry University in Florida in the  
8 United States. The husband has two sons, and he also fathered a daughter prior  
9 to the marriage and did not inform the wife until four years after her birth.

10

11 9. On 23 July 2015 the wife filed her Petition for Dissolution of Marriage on the  
12 ground of behaviour. The husband filed his Acknowledgement on 6 August  
13 2015 in which he stated an intention to defend. His Answer and Cross Petition  
14 on the ground of behaviour was also filed on 6 August 2015. The wife's Reply  
15 to the Answer and her Answer to the Cross Petition was filed on 21 August  
16 2015. The husband's Reply to the Wife's Reply to Answer and Answer to Cross  
17 Petition was filed on 25 September 2015.

18

19 10. This is clearly a contested divorce. The above-mentioned pleadings contain a  
20 significant number of factual disputes. Those disputes, unless the parties can  
21 take a sensible course in relation to the petitions, will have to be resolved  
22 months down the line at a contested hearing and it is not appropriate for me  
23 today to determine the vast majority of the factual issues set out in the pleadings.



1 Similarly, it is clear that there are disputes as to whether certain properties,  
2 including Yates Drive, are matrimonial assets. That will have to be finally  
3 determined at an ancillary relief hearing, all I can say today is that it is at least  
4 arguable that the Yates Drive property was the matrimonial home and possibly a  
5 matrimonial asset. I form this provisional view because the wife at paragraph 30  
6 of her Answer to Cross Petition refers to the property as the former matrimonial  
7 home and her being disrespected in a marital bedroom in that property. In  
8 addition, it is clear from both parties evidence, including Whatsapp messages  
9 sent by them both, that there was an arrangement in which the husband was to  
10 contribute \$1,500 per month (a figure approximate equal to 50% of the monthly  
11 mortgage). I also note that the husband states that he was responsible for  
12 building the property and in a Whatsapp message sent on 12 July 2012 at 9:08  
13 AM exhibited by the wife stated:

14 *"I love this house because I worked my butt off to build it.*  
15 *Everything had to be perfect. It was hard work but I think it came*  
16 *out perfectly. Not a single wall needed to be broken down as I*  
17 *personally measured each one before any block could be laid."*  
18

19 11. Yesterday at around noon I was asked by Listing whether I would be willing to  
20 hear the husband's Summons dated 30 September 2015. Upon reading the  
21 Summons and the affidavit, due to the urgency, I reluctantly agreed to hear the  
22 matter. The Summons was given a 30 minute time estimate, but it was plainly  
23 obvious that if the application was disputed that the hearing would take far  
24 longer than that. It is clear that at the very least the husband knew from 19

1 September 2015 that the property had been rented for 1 October 2015; it is not  
2 appropriate for him to wait until the day before, 30 September 2015, to seek an  
3 urgent injunction. By doing so, he has compelled the Court to hear the matter  
4 causing great disruption to this Judge's diary. That said, I am conscious that the  
5 husband states that he did not bring the application sooner because he believed,  
6 having read an email from Ms. Brooks dated 19 September 2015, that as he had  
7 indicated an unwillingness to vacate the property that the wife would be making  
8 an application concerning the renting of the property. Upon receiving the  
9 Petition the husband contends that he was of the belief that issues in relation to  
10 the parties' properties would be dealt with during the ancillary relief  
11 proceedings, and was aware of the first appointment hearing scheduled for  
12 tomorrow, Friday, 2 October 2015. I do not criticise his attorney, who only  
13 came on the record on 30 September 2015, and who immediately acted to bring  
14 this matter before the Court.

15  
16 12. The Summons was brought because the wife has entered into a Rental  
17 Agreement in relation to the Yates Drive property, with the 12 month tenancy  
18 (with a 3 month break clause) commencing on 1 October 2015. The Rental  
19 Agreement is dated 10 September 2015. In his affidavit the husband stated that  
20 "*throughout*" their marriage he had resided at the property which he said was  
21 therefore the "*marital home*." He said that the wife had left, in his words, "*our*  
22 *home*" on 18 August 2015 when she took her daughter to university in Florida  
23 and that she had not returned to the property although he continued to live there.



1 The wife indicated that it would be wrong to characterise it as her leaving the  
2 property, as she did not return due to what she terms as being threatening  
3 Whatsapp messages from the husband received by her when she was in Florida  
4 and she had in mind that in any event the rental would soon be starting.

5

6 13. The husband's case is that on Saturday, 19 September 2015 he was informed for  
7 the first time, by an email from the wife's attorney, that the property, which he  
8 called the "matrimonial home", "was going to be rented and that he would have  
to move out". Ms. Brooks informed him in the email that:



14 *"Pursuant to your recent Whatsup message to our client, Ms. Dana  
15 Smith, and her previous indications to you, this email serves to  
16 confirm that our client has identified tenants to rent a home at 45  
17 Yates Drive in West Bay and that the tenants are scheduled to  
18 move in on first of October 2015."*

14

15

16

The email also stated that:

17

17 *"We would also confirm that has previously indicated to you by  
18 our client, and as stated by you in your Whatsup message, our  
19 client needs to have a property rented in order to assist with the  
20 mortgage payments and her daughter's University fees.*

20

21

22

22 *"In the circumstances we would appreciate if you could  
23 voluntarily remove the balance of your items<sup>1</sup> which you still have  
24 in the home on or before Thursday, 24 September 2015."*

23

24

25

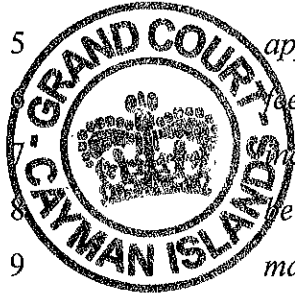
26

Ms. Brooks went on to state in the email that:

---

<sup>1</sup> The word balance of items is used because the wife at paragraph 55 of her affidavit contends that the husband had previously taken most of his clothes away from the home and had not been living there.

1                    *"...In the event that you choose not to voluntarily remove items,*  
2                    *within the deadline provided, and for any reason the tenants are*  
3                    *delayed in obtaining vacant possession of the premises due to your*  
4                    *actions or inaction, we reserve the right to make an urgent*  
5                    *application to either have you to pay half of our client's University*  
6                    *fees and/or to immediately pay to our client half of the rental*  
7                    *income from the matrimonial property in Miami which has now*  
8                    *been rented, with retroactive effect, and with any shortfall being*  
9                    *made up from income from the matrimonial business, Motor*  
10                   *Services Ltd."*



11  
12    14.    The husband told the Court that at paragraph 15 of his affidavit he was not  
13            stating that it was a first-time he had been told by the wife of her intention to  
14            rent the property, but it was the first time that he was told it had been rented and  
15            that he would have to move out. The exhibited Whatsapp messages do refer to  
16            the rental of the property. On 19 July 2015 at 9:53 AM the husband refers to the  
17            wife saying that he had left his wedding band on the nightstand on the morning  
18            she said that someone was coming to view the house. In an email at 7:55 PM on  
19            the same day he referred to her pushing him to contact the realtor to find out  
20            about the ring. On 28 July 2015 at 4:57 PM the wife wrote to the husband  
21            informing him that she had a showing of the house on the Thursday morning at  
22            10:00 AM and that she was letting him know in advance so that he could sort  
23            out the rooms. Interestingly he replied to her:

24                    *"Shouldn't you put that on hold until the divorce is complete."*

25

1 She replied saying that she wished him to remove his cars from the property,  
2 that he had had a lot to say when the realtor posted photos of the house on  
3 eCayTrade and that she was again giving him notice to move out. She went on to  
4 say:



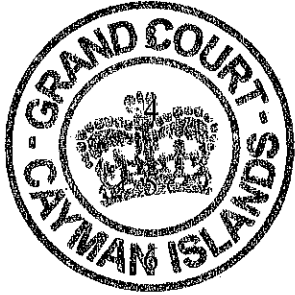
5 *"I don't have to wait until my divorce to do anything with my  
6 property. I gave you notice weeks ago telling you that the house  
7 will be rented and you should start getting your things sorted to  
8 move."*

9  
10 It is clear from this exchange that the husband knew that the wife wished to rent  
11 the property and him to vacate it. Importantly, it is also clear that the wife  
12 should have realised that, at least from 28 July, he felt that the issue of renting  
13 the property should be put on hold until the divorce was completed. It is also  
14 evident that the wife felt that she did not need to wait for the divorce and it  
15 appears that she felt that she did not need his consent.

16

17 15. Although the wife contended in cross-examination that she had spoken to him  
18 many times after the property had been reserved by the proposed tenants and  
19 informed him about that situation, that was not put to him in cross-examination  
20 nor did it appear in her affidavit or in her evidence in chief. Her evidence that,  
21 upon being informed, he still consented to the arrangement is inconsistent with  
22 her evidence that following the issue of the divorce proceedings he sought to  
23 renege on an agreement to rent to try and stop the divorce process.

24



1 16. It is also clear from the messages that followed that at no time prior to 19  
2 September did she or her attorneys notify the husband that since the end of July  
the property had been reserved by tenants for October. This is not the correct  
approach for her to have taken and does not support an indication given  
yesterday that there had been an actual or inferred agreement from him, at least  
after 28 July, for the property to be rented.

7

8 17. The message sent by the husband on 1 September 2015 at 10:51 AM in which  
9 he asks the wife about a man who had spoken to him saying that he had seen the  
10 house with the realtor and wanted to know whether the house was rented does  
11 not infer agreement or knowledge that tenants had been found. In fact the  
12 content of that message shows that even as of 1 September the husband did not  
13 know whether the property was rented.

14

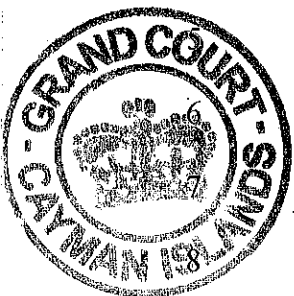
15 18. The message sent by the husband on 19 September 2015 at 7:14 PM, after he  
16 had been made aware the property was to be rented from 1 October 2015 again  
17 does not infer agreement. He states he meant to say:

18 *“How can I move out of the house and where I can go” not “how I*  
19 *can move out of the house and where I can go.”*

20

21 Importantly he reiterates therein that:

22 *“I did tell you though that you should hold off on looking to rent*  
23 *the house until the divorce you filed for is complete. But you don’t*  
24 *listen.... I hope you didn’t take the deposit and spend it.”*



1 19. Although the earlier messages, especially those produced this afternoon by the  
2 husband made on 3 July 2015, establish that there had been some discussion  
3 about the wife's need for money to pay for her daughter's education, it does not  
4 establish that there was an actual agreement this would be covered by the  
property being rented. I note that the wife says that the intention was for the  
husband to use the rent from the Miami property and the Barbados property to  
pay for his children's education and that she would use the rental income from  
Yates Drive to pay for her daughter's education. I am satisfied that discussions  
may have taken place between the parties linking rental monies to the relevant  
children's education. I am satisfied that the wife may have decided that she was  
going to rent the Yates Drive property to pay for her daughter's education.  
Having reviewed the evidence I am not satisfied, on the balance of probabilities,  
that the husband gave his agreement to the Yates Drive property being rented  
and him then vacating the property whether at all or specifically from 1 October  
2015. This is not one of those cases, on the balance of probabilities, where I can  
find that he gave approval, the other party then acted upon it, and he then  
retracted his consent. The husband's view was expressed, at least from 28 July,  
when he made it clear that he felt that this should be resolved in the divorce  
proceedings. Ordinarily one would have expected the wife, armed with that  
knowledge, to then have made in a timely fashion any application that she felt  
was appropriate in the divorce proceedings to obtain the Court's approval for the  
rental arrangement that she wished to put in place.

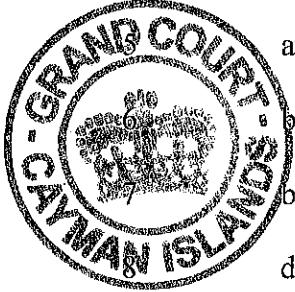
23



1 20. The husband replied to Ms. Brooks' aforementioned email on the same day  
detailing the exchange he had with the wife when he "*went home to collect a*  
document." It is clear from the email that the wife had cut off the utilities and he  
comments that she had indicated to him that she would not have them reinstated.

6 21. The wife believed that he had removed most of his items from the property and  
7 was sleeping elsewhere (possibly Lantern Point and/or his sister's property),  
8 especially as she says she was told that he was seen driving towards the house  
9 some mornings fully dressed for work. The husband denies this, stating that he  
10 has not been to the Lantern Property for the last 12 months, but definitely not for  
11 the last 6 months. He also denies that he had removed his items from the  
12 property.

13  
14 22. During the examination in chief, I obtained a different impression about why the  
15 wife was saying that the husband did not reside at or occupy the property at  
16 Yates Drive. Upon reading her affidavit I had initially formed the view that she  
17 was simply saying that he lived elsewhere. During cross-examination her  
18 evidence was that he went out during the evening and came back in the early  
19 hours of the morning and she viewed this arrangement as meaning that he was  
20 not living at the property. If he was treating the property in this way, it tends to  
21 be an illustration of the deteriorating nature of their relationship, but it does not  
22 establish that he was not living at the property. In fact it infers that he was  
23 occupying the property albeit coming back late at night to sleep there.



1 23. When one looks at the Whatsapp messages exhibited by the wife, which  
2 commence on 12 July 2015 (11 days prior to the filing of the Petition) some  
3 further insight can be given about whether the husband was residing at the  
4 property. On 12 July at 7:33 AM he talks about him being asleep in his bedroom  
at the property. In a later message that morning he asks the wife to make him  
breakfast and send him a kiss and enquires whether she wishes him to make her  
breakfast. At 8:42 AM he tells the wife that he is just on the other side of the  
door and she can come in to chat with him rather than sending her notes. On 13  
9 July 2015 in one message he asked her to make lunch and in another asked what  
10 is for dinner and whether he should bring any food home. In a message sent at  
11 9:02 PM he asked her why she was not at home. On 15 July 2015 at 6:28 AM  
12 the husband asked his wife to please get up and make him breakfast. On 15 July  
13 2015 at 9:22 AM he tells her that his sheets need changing. On 19 July 2015 at  
14 8:04 AM in a message he says that he needs privacy and that she should not be  
15 walking in and out of his room and that when it is locked she should stay out of  
16 it. These are only a few of a number of examples contained in the Whatsapp  
17 messages which indicate that he was living and sleeping at the property, even if  
18 the wife is right when she says that he returned home in the early hours of the  
19 morning. There is no persuasive evidence to support the wife's contention that  
20 he was living at any other property.

21

22 24. On 21 September 2015 the wife's attorneys again emailed him, this time asking  
23 him to provide them with details of his attorneys. This request was made



1 because the wife rightly states that the husband had indicated in Whatsapp  
2 messages that he had retained the services of an attorney and that applications  
3 will be made. He replied on the same day indicating that he had not instructed an  
4 attorney. He reiterated that the utilities had still not been reinstated and that he  
had been unable to do so without her consent, although he would be willing to  
cover the cost of the utilities. It appears that the water and electricity was  
disconnected on 16 September 2015, and he indicated that he had to live in the  
residence without these utilities.

9

10 25. On 28 September 2015 the husband emailed the realtor and informed her that  
11 Yates Drive was the matrimonial home in which he continued to reside. He told  
12 her that the wife had illegally changed the locks on 25 September 2015 and that  
13 there may be court proceedings.

14

15 26. The realtor replied on the same day by email and advised him that she had no  
16 knowledge of the situation with the property and told him that the prospective  
17 tenants had "*reserved the property for nearly 2 months.*" Therefore, the husband  
18 contends that the wife knew since late July 2015 that the property was to be let  
19 on 1 October but she deliberately failed to give him notice of this until 19  
20 September 2015.

21

22 27. The wife contends that he had known that there had been interest from third  
23 parties to rent the property from at least July 2015 and that she had been  
24 preparing the property, sometimes by packing-up items in his presence, for



1 rental since then. She contends that the parties had had discussions in June or  
2 July 2015 and both agreed that the property should be rented and the proceeds  
3 used to pay for her daughter's university fees, she being accepted at university  
4 on 24 June 2015. The wife says that the husband visited Barry University and  
5 she felt he had approved the arrangements in his Whatsapp messages.

6

7 28. The wife believed that the husband would possibly be "moving back" to the  
8 Lantern Point apartment which is owned by one of his friends or that he would  
9 possibly move in with his sister at her two-bedroom home. The intention was,  
10 she stated, that she would move in to live with her mother, as she could not  
11 afford to pay for rent, the mortgage, insurance on the Yates Drive property and  
12 daughter's educational expenses. She said that due to this agreement she had  
13 seen no need to make an application concerning the renting of the property and  
14 also commented that it had been agreed by the parties that the Miami property  
15 be rented out. She is of the belief that it is as a consequence of her filing her  
16 Petition in July 2015 that the husband changed his mind and decided to oppose  
17 the renting of the house.

18

19 29. Matters escalated, and on 25 September 2015 the husband said that he returned  
20 home to find that the locks had been changed. He said aid that he sent a  
21 Whatsapp message to the wife asking her to provide him with a key, to which,  
22 although she had read the email, he received no response. As a consequence, he  
23 broke a window to let himself in. On the following day he went to work and

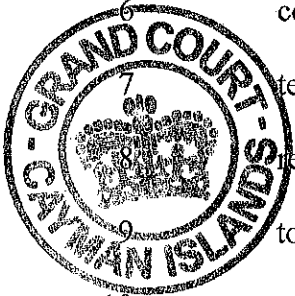
1 came home at 2:00 PM to find the wife and a friend and cleaners in the property.  
2 He said that his clothes were being removed from the closets and drawers, but as  
3 he didn't want to create a scene he left after 15 minutes. As he was leaving, he  
4 had an exchange with police officers who he said had been informed that there  
5 was an eviction order and he was arrested and taken to the police station. He  
6 returned to the property in the evening and again broke a window to gain access.  
7 He said he reported to the police that certain personal items were missing but he  
8 was arrested and held at the police station overnight with police bail not to  
return to the property. He is scheduled to return to the police station on 5  
October 2015. It is not for me to determine at this hearing whether the police's  
actions were appropriate, and I intend to comment no further on that. I have to  
say, though, that it was inappropriate for the wife to unilaterally change the  
locks and cut off the utilities even if she felt, as she stated today in Court, that he  
was leaving the property in an unhealthy state, not securing the property  
properly and primarily because he refused to leave by 24 September as  
demanded in her attorney's letter. As already mentioned, the correct approach  
was to take the action suggested in the letter, namely to bring an application  
before the Court supported by evidence.



19

20 30. As indicated, the husband's Summons was filed yesterday with his affidavit in  
21 support. I have considered the content of both of them as well as the content of  
22 the Petition, Cross-Petition, Answers and Replies. The matter came on before  
23 me yesterday afternoon, and I am grateful to Ms. Brooks for then attending on

1 short notice to represent the wife's interests, especially as I had indicated that I  
2 would not hear the matter ex parte due to the nature of the orders sought and the  
3 possible knock-on consequences to third parties. It was clear that Ms. Brooks  
4 was understandably not in a position to properly argue her client's position  
5 yesterday. It was also clear that to make a balanced decision I would need to  
6 consider evidence from the wife. I therefore made a holding injunction in similar  
7 terms to paragraphs 1 and 2 of the husband's Summons expiring today and  
8 required the husband to give an undertaking as to damages and loss. I indicated  
9 to Ms. Brooks that having regard to the imminent commencement of the  
10 tenancy, I would be willing to hear the matter today, but will adjourn it to a later  
11 date if she felt she needed greater time to prepare. She agreed that the matter  
12 could come back before the Court today.



13  
14 31. The matter comes back before me today, and the wife has filed her unsworn  
15 affidavit this morning. Upon the wife giving an undertaking to swear the  
16 affidavit by close of business tomorrow and her confirming the veracity of the  
17 content of the same on both today, it was agreed that I could consider the  
18 affidavit the bulk of her evidence in chief.

19  
20 **Conclusion**

21 32. Parties to a divorce have occupation rights in relation to a property, in particular  
22 if it has been used as a matrimonial home. This means that one party cannot  
23 unilaterally exclude the other party from the property or prevent them from

1 exercising those rights of occupation. Of course, a party can consent to give up  
2 those rights, for example by agreeing that the property can be rented to a third  
3 party. The issue in this case is whether the wife has unilaterally rented the  
property and sought to prevent the husband from exercising his occupation  
rights, which is his case or whether, as the wife contends, the husband consented  
to the renting of the property and that she acted in reliance upon that agreement.



8 33. For the reasons already mentioned to me in this Ex Tempore Ruling, I find that  
9 the husband was residing at the property and that it is arguable that it is the  
10 matrimonial home in which he has rights of occupation. On the balance of  
11 probabilities, I am also satisfied that there was no final agreement for him to  
12 leave the property to enable the wife to rent it. It is particularly clear that since  
13 28 July 2015 the wife was on notice that the husband did not consent to the  
14 renting of the property as he felt that it should be dealt with within the divorce  
15 proceedings. As already mentioned the wife should have informed the husband  
16 promptly that tenants had been found and if he continued to oppose the renting  
17 of the property, then she should have considered whether there was any formal  
18 application she could make to the Court in the divorce proceedings.

19  
20 34. Accordingly, I make orders in the same terms of paragraph 1 and 2 of  
21 yesterday's Ex Parte Order, save that the orders will now last until the  
22 conclusion of the ancillary relief proceedings or further order of this Court.  
23 When I do so, I am mindful of the disruption this will cause to the innocent third  
24 parties in this case, namely the prospective tenants of the property, and I am

1 deeply sorry for the inconvenience that the parties' conduct will have caused  
2 them.

3

4 35. As the matter is due to come in tomorrow for the schedule first appointment  
5 hearing in relation to the ancillary relief proceedings and because it is now 6:30  
6 PM, I will adjourn consideration of any application for costs to that hearing.

7

8

9

10

11

12

13

14

15

16

17

18

---

**HONOURABLE MR. JUSTICE RICHARD WILLIAMS**  
**JUDGE OF THE GRAND COURT**

