

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

4
5 **CAUSE NO. FAM 0087/2018**

6 **BETWEEN:**

7 **ROBERTY ANTHONY CAMPBELL**

8 **Petitioner**

9 **AND:**

10 **ESTHER MAE PUDDIE**

11 **Respondent**

12
13
14 **Appearances:** Mr C.H. Allen for the Petitioner
15 Miss A. Carver for the Respondent/Applicant

16 **Hard:** 19th and 25th September 2018

17 **Ex tempore ruling:** 19th and 25th September 2018

18 **Ruling released:** 5th November 2018

19
20 **Headnote**

21 *Matrimonial Causes Law – Financial Provisions – Estoppel*
22 *Maintenance Pending Suit – Legal Expenses*



23
24
25 **EX-TEMPORE RULING**

26
27 1. This is the ruling on the Respondent's summons dated 29th May 2018 for maintenance pending
28 suit ("MPS") to include a contribution towards her legal costs. On the first day of the two-day
29 hearing Mr Allen invited me to find that the Respondent was estopped from her application. I
30 rejected his submissions, providing brief reasons. At the conclusion of the hearing I made an ex-
31 tempore ruling granting the Respondent's application for MPS. I undertook to provide full
32 written reasons for both decisions, which I hereby provide.

33
34 2. I hope the parties will not be offended when I refer to them as husband ("H") and wife ("W").

1 **Background**

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3 3. The parties were married on 14th June 2012 in Grand Cayman. Both parties had been married
4 before and have adult children from those relationships. There are no children of this marriage.
5 W is a Jamaican national and was employed as a domestic and childcare worker for two years
6 leading up to their marriage. H is a Jamaican national with Caymanian status and the owner and
7 manager of a car sales and repair business in the Cayman Islands.

8
9 4. Following their engagement W moved into the H's 4-bedroom home in Grand Cayman where
10 they continued to reside until their separation ("FMH"). When that separation occurred is a fact
11 in dispute that will have to be determined at the final ancillary hearing. The FMH remains in the
12 H's sole name. During the course of the marriage H purchased two parcels of land opposite the
13 FMH. Additionally, in 2016, H and W purchased a house in Jamaica which is currently registered
14 in both of their names ("Jamaican Property"). All properties are free of encumbrances.

15
16 5. In March 2017 the parties travelled to Jamaica to visit H's sick father and to undertake
17 renovations of the Jamaican Property. H returned to the Cayman Islands shortly thereafter,
18 while W remained in Jamaica. In February 2018 W returned to the Cayman Islands but did not
19 return to the FMH. The reason for W remaining in Jamaica and why she did not reside at the
20 FMH after her return are in dispute, but did not need to be determined for the purposes of the
21 application for MPS.

22
23 6. On 27th March 2018 H filed a Petition for dissolution of marriage. On 29th May 2018 W issued a
24 summons for MPS. Following a hearing before Williams J on 29th June 2018 the Petition was
25 found proved and the application for MPS was adjourned.

26
27 7. On 27th June 2018 W was granted a Temporary Work Permit as a Domestic Helper with an
28 income of CI\$600 per month.



1 8. The summons for MPS was listed for hearing on 3rd September 2018 together with another
2 summons issued 7th August 2018 by W for an injunction preventing alleged interference with the
3 Jamaican Property as well as seeking directions. Both summonses were adjourned at the
4 request of Mr Allen who required further time to prepare. At that hearing the parties gave
5 mutual undertakings concerning the management and use of the Jamaican Property. The
6 matter returned for hearing on 19th September 2018.

7
8
9 **Estoppel**

10
11 9. Mr Allen's initial application was to have W's summons for MPS struck out on the grounds of
12 estoppel. H gave evidence that after the hearing before Williams J on 29th June 2018, he was in
13 communication with W's brother ("B") by WhatsApp. H asserted that the exchanges were with
14 a view to settling ancillary matters in order to progress the proceedings as quickly as possible.
15 Although there was no direct communication between H and W, H "had a feeling" he was
16 communicating with W because B forwarded a text from W to him saying "[H]'s time would
17 come". H was unable to provide precise dates of these exchanges but it was accepted that they
18 were sent a few days after the hearing on 29th June.

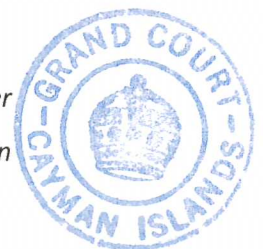
19
20 10. H produced several messages which he received from B on a date/dates unknown –

21
22 *"She say leave her with the house and the panel an she will take the offer"*

23
24 *"Talk to your lawyer about not taking nothing from the house that's the panel an she*
25 *will take the offer. Then your lawyer contacts her lawyer an basically that's it."*

26
27 11. On a subsequent day H and B had the following exchange -

28
29 H (at 6:35 PM) *"Bally I just spoke to my lawyer. He said she has to tell her*
30 *lawyer that she will accept the House with the solar system in*
31 *place. She has to resend that agreement to my lawyer."*



1 H (at 6:36PM) *"This has to be done before Wednesday as he Leaves for 6*
2 *weeks and I leave also."*

3
4 B (at 6:47PM) *"Hey"*
5 *"The negotiations that was going on you never did agree on. So*
6 *now you have to deal with your lawyer to deal with it"*

7
8 12. W's attorneys wrote to Mr Allen on 10th July 2018 advising that W's brother was not acting on
9 W's behalf and that all communication should be sent to them. Given H's lack of recollection as
10 to dates, it is unclear whether the letter was sent during or after the WhatsApp messages.

11
12 13. H's evidence was that after the final message he "felt the divorce was concluded" and that he
13 had "a clean break". H did not advise Mr Allen of the agreement until 8th September 2018,
14 which was after the application for MPS had been adjourned for a second time. H explained
15 that the initial delay was because he "had to wait for the procedure and for [Mr Allen] to go off
16 island" and that, thereafter, the issue did not arise at the hearing on 3rd September so he did not
17 mention it.

18
19 14. Mr Allen submitted that B was acting as an agent for W and that she had, through the
20 WhatsApp exchange, agreed to a final settlement. Consequently, she was now bound by the
21 agreement and estopped from applying for MPS. Mr Allen asserted that the letter sent by W's
22 attorneys was after the fact and, therefore, did not negate the agreement already reached. Mr
23 Allen invited me to find that, not only was W bound by the agreement, but that the court should
24 proceed forthwith to make an order in the terms the parties agreed and then dissolve the
25 marriage without the need for a full hearing.

26
27 15. W did not give evidence. Miss Carver argued that, even without W's evidence, H had failed to
28 establish a sufficient basis to find estoppel. She argued that while H's evidence established
29 communication between H and B, it did not disclose an agreement between H and W.
30 Furthermore, there was no basis for finding on the balance of probabilities that B was acting as
31 an agent for W given that she had legal representation.

32

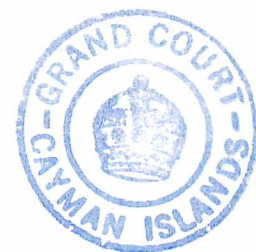


1 16. Finally, Miss Carver argued that, even if there had been an agreement between W and H, it is
2 not binding until approved by the Court. Miss Carver also objected to Mr Allen's argument that
3 the Court could make a final order without the consent of both parties, which W would not give
4 at this stage. It is noteworthy that, Miss Carver made it clear that W neither accepted nor
5 refused H's offer to transfer the entire property to W in final settlement, reserving W's position
6 until H had provided full financial disclosure.

7
8 17. Neither counsel presented any authorities in support of their arguments. I proceeded to rule on
9 the issue of estoppel without hearing from W as I accepted Miss Carver's submission that H's
10 evidence had not sufficiently established the issue of estoppel. I came to this decision because –

11
12 (i) B acting as an agent

13 H may well have hoped to get a swift agreement by communicating with B, but I
14 rejected the suggestion that H believed that B was acting as *an agent for W*. This
15 was a matter of credibility. I found on balance that H's explanation for his belief
16 that B was acting for W (B had forwarded a message from W about H) was both
17 unreasonable and incredible given that the parties were already midway
18 through the proceedings and both H and W were legally represented.



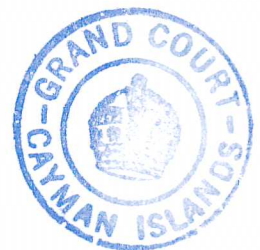
1 (ii) The agreement

2 There was insufficient evidence of a final agreement. The second undated text
3 instructs H to speak to his lawyer about the panels and “then she will take the
4 offer”. At its highest this is a conditional offer. The next sentence suggests that
5 the author believed that there was a further step to the process which required
6 the attorneys to become involved before any agreement is finalized: “Then your
7 lawyer contact her lawyer that basically it.” The final text message from B was
8 “The negotiation that going on you never did agree on. So now you have to deal
9 with your lawyer to deal with it.” I am mindful that I have not been provided the
10 full extent of the communications, but the final message left no doubt in my
11 mind that the author did not consider that an agreement had been reached
12 previously. That demonstrates the lack of consensus. Furthermore, if H had
13 hoped and honestly believed that an “agreement” had been reached with W
14 that would bring the proceedings to a swift conclusion, then I would have
15 expected H to have told Mr Allen as soon as possible, and no later than the 3rd
16 September when the matter returned to court. H’s failure to advise Mr Allen for
17 almost 2 months seriously undermined H’s credibility on this issue. I rejected
18 H’s evidence as to the existence of an agreement.

19
20 (iii) Estoppe!

21 Even if H and W had in principle agreed a final settlement, it is not binding until
22 approved by the Court. Section 19 of the Matrimonial Causes Law (2005
23 Revision) (“MCL”) provides –

24
25 *“In dealing with all ancillary matters arising under this Law, the Court*
26 *shall have regard ...to the responsibilities, needs, financial and other*
27 *resources, actual and potential earning power and the deserts of the*
28 *parties.”*



1 The final determination on whether a consent order should be made in the terms
2 agreed remains with the Court. The Court can reject a proposed settlement. This
3 discretion is underscored by **Practice Direction 1/2013 “Consent Orders in Ancillary
4 Relief Proceedings”** which provides –

5
6 *“...when the Court is asked to make an order by consent, embodying the
7 terms of an agreed settlement of ancillary relief proceedings, the Court
8 is still obliged to comply with the statutory duty imposed by Section 19.*

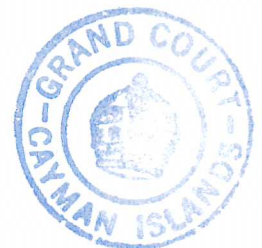
9
10 *In this regard, the Court will now require the following before exercising
11 its powers under section 19:*

12
13 *(i) Confirmation signed by both parties that they have made and
14 received sufficient disclosure to enable them to make an
15 informed decision to ask the Court to approve the terms
16 contained within the proposed consent order.*

17
18 *(ii) In the case of unrepresented parties, signed confirmation that
19 they have been advised to seek legal advice in regard to the
20 proposed settlement, and have either done so or have declined
21 to do so.*

22
23 *(iii) The lodging of a fully completed Statement of information for a
24 consent order. (Where all of the parties attend the hearing of an
25 application for financial relief or where the court is satisfied by
26 the content of evidence already filed, the court may dispense
27 with the lodging of a Statement of information and give
28 directions for the information which would otherwise be
29 required to be given in such a statement to be given in such
30 manner as it sees fit).”*

31 *(emphasis added)*



1 Neither H nor W had sought legal advice on the alleged agreement and Miss Carver
2 strenuously argued that H has failed to comply with his obligations for full financial
3 disclosure. The requirements of the Practice Direction had therefore not been met.
4 Consequently, even if there was a consensus, there is no basis in law for finding that the
5 parties would have been bound by it in these circumstances.

6
7 18. It is also important to note that H has not suggested that he has been prejudiced by his
8 reliance of the alleged "agreement". Even if H and W had in principle agreed a
9 settlement which they wished the Court to approve in due course, this would not
10 preclude W from applying for MPS. MPS is a bridging arrangement *until* final orders can
11 be made (see below), and can be applied for, and an order made, at any time before
12 conclusion of the proceedings.

13
14 19. Finally on this subject, Mr Allen suggested that the Court could adopt a 'summary judgment'
15 procedure to convert an interim application for MPS into a final ancillary relief hearing without
16 the consent of both parties. He did not provide with any law, rule or authority to suggest that
17 such a course was available in proceedings for financial relief. I find that such an approach
18 would be entirely inconsistent with the Court's overarching duty to deal with matters, not only
19 expeditiously and economically but also *justly*. Any final decision without completing disclosure
20 and consideration of all of the evidence would be unjust and, therefore, I dismissed Mr Allen's
21 submission on this point.

22
23 20. For the forgoing reasons I rejected H's plea of estoppel.

24
25
26 **Maintenance Pending Suit**

27
28 21. The Court's discretion to make an order for MPS comes from section 20 of the Law. Section 19
29 sets out the matters to which I should have regard when considering whether to make such an
30 order and the amount to be paid.

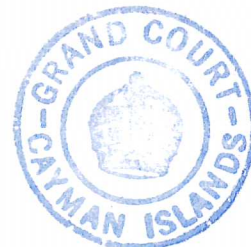


1 22. The approach of the Court when considering maintenance pending suit for a spouse is helpfully
2 set out in the case of **T v T (Financial Provision) [1990] FCR 169. [1989] Fam Law 438** at
3 paragraph 4A as follows:

4
5 *“The primary aim of the court will be to make such an order, if possible, which*
6 *will give a spouse certainly sufficient money to discharge the day-to-day*
7 *outgoings and to feed, clothe and keep a roof over the head if that spouse until*
8 *the final adjustments and orders are made in relation to the matrimonial assets*
9 *and the finances after decree nisi...Where there are sufficient assets revealed by*
10 *the parties the usual exercise for the court is to balance needs against resources*
11 *and this come to a temporary figure until the whole question of the division of*
12 *the matrimonial property can be decided.”*

13
14 23. Nicholas Mostyne QC, then sitting as a Deputy High Court judge in **TL v ML [2005] EWHC 2860**
15 (Fam) gave the following frequently cited guidelines –

- 16
17 a. The sole criterion to be applied is ‘reasonableness’, which is synonymous with
18 fairness.
- 19 b. A very important factor in determining fairness is the marital standard of living,
20 although that is not to say that the exercise on a maintenance pending suit
21 application is merely to replicate that standard.
- 22 c. In every MPS application, there should be a specific budget for that application
23 which excludes capital or long-term expenditure which should be considered at
24 a final ancillary relief hearing. The budget should be examined critically in every
25 case so as to exclude frenzied exaggeration.
- 26 d. Where the affidavit or Form E disclosed by the paying party is deficient, the
27 court should not hesitate to make any robust assumptions about the ability to
28 pay. The Court is not confined to the mere say-so of the payer as to the extent
29 of any income or resources. In such circumstances, the court should err in
30 favour of the payee.”



1 24. In considering the application for MPS today, I am guided by and I apply the above legal
2 principles.

3

4 25. At Mr Allen's insistence, W gave *viva voce* evidence in addition to her affidavit as to her means.
5 Mr Allen briefly cross-examined her. W's evidence was largely consistent with her affidavit.
6 While H didn't give evidence, he did provide an affidavit as to his means, which included some
7 details as to his company's income and expenditure. If the information provided is accurate
8 then the business is currently making a loss. However, the records were deficient in that they
9 did not provide evidence to corroborate the handwritten entries as to expenditure. My ability
10 to critically examine the true health of the business was therefore limited. Miss Carver will be
11 requesting disclosure of that material and it is likely to be one of the issues to be determined at
12 the final hearing.

13

14 26. Mr Allen focused his argument on "the deserts of the parties". H's objection to an order for MPS
15 was grounded on the belief that W is not entitled to any share of the assets as

16

17 (i) she did not financially contribute to the marriage; and

18 (ii) it was a short marriage.

19

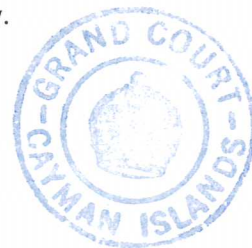
20 27. H will contend that the FMH is not a matrimonial asset as it was purchased many years before
21 the marriage. Initially Mr Allen also suggested that the Jamaican Property is not matrimonial
22 property either, but later acknowledged that W *may* be entitled to 50% share. He submitted
23 that in the absence of an entitlement, or only very limited entitlement, it is inappropriate to
24 make an order for interim spousal maintenance, as it is unfair and may prove prejudicial to H
25 who cannot afford such an order. Mr Allen referred me to the factors identified by Foster J in **B-**
26 **H v H** [2009 CILR 185] in support of his contention that the court is unlikely to find many of the
27 assets to be matrimonial assets. Mr Allen invited me to make factual findings that –

28 (i) this was a short marriage;

29 (ii) W did not financially contribute to the marriage; and

30 (iii) W is not entitled to any share of the assets, or alternatively, that her share is
31 limited to half of the value of the Jamaican Property.

32



1 28. I found that these are all issues that will need to be fully explored at the final ancillary hearing so
2 that the Court can make appropriate findings of fact. An application for MPS is not the proper
3 forum for determining such issues, largely because the Court is not yet in possession of all of the
4 relevant evidence. I am mindful that H asserts that he has disclosed all that he can, but until the
5 process of financial disclosure is complete (which Miss Carver does not accept), the Court should
6 not proceed to make findings of fact on such critical issues.

7

8 29. At the time of filing the summons, W had sought spousal maintenance at the rate of CI\$3,000
9 per month of which \$750 was to cover her legal costs. W reduced the overall sum requested to
10 \$2,400 in light of W having secured employment in the interim.

11

12 30. I was mindful that there is only a limited examination of the available evidence and proposed
13 budgets for MPS applications. I considered the information before me carefully, in particular to
14 identify any evidence of exaggeration or underestimation of income and expenditure. Having
15 done so, I accepted W's evidence that currently her only source of income is her employment as
16 a domestic helper for which she receives \$600 per month. I also accepted that W's savings were
17 almost depleted and she was otherwise entirely dependent on the charity of a friend in order to
18 have a place to live.

19

20 31. I was persuaded that W might be able to secure another job as a domestic helper with better
21 wages, but, considering the nature of her work, I concluded that any increase is likely to be small
22 and will not provide the significant additional funding required to meet her current needs. Mr
23 Allen suggested that if W accepted the settlement offer made, she would be able to rent out the
24 house thereby providing a source of income. In essence, Mr Allen was suggesting that W is the
25 creator of her own financial situation as she has refused to accept H's offer of settlement. I
26 found that argument had no merit. I found it quite reasonable for W to hold off making a
27 decision on H's offer to transfer the Jamaica Property to W, until H has completed disclosure.

28

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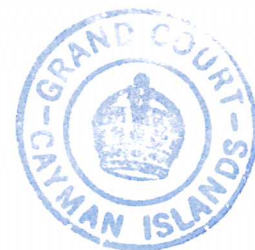
1 32. Similarly, Mr Allen's suggestion that W could secure a loan against the Jamaican Property is not
2 viable, given that she does not have sufficient funds to travel to Jamaica to make the
3 arrangement. H has suggested that the Jamaica Property be rented out, providing W an income.
4 No evidence was adduced as to how long it is likely to take to find a suitable tenant but it is
5 unlikely to provide a swift solution. I was satisfied that W did not have another immediate
6 source of income that could supplement her very modest wages.

7
8 33. I was advised that W's application for Legal Aid had been refused and legal costs were
9 accumulating. Mr Allen suggested that the Legal Aid Director's decision to refuse legal aid
10 suggests that W does have funds from which she can cover her legal costs. I was not provided
11 with any reason for the refusal and therefore, it was not a factor from which it would be proper
12 to draw an inference that there are other undisclosed funds or sources of income.

13
14 34. I reviewed W's budget. I was satisfied that there were no obvious exaggerated estimates or
15 unnecessary expenditure. The budget disclosed a desire for a modest lifestyle with only basic
16 necessities and that \$2,250 per month was a reasonable figure to achieve this.

17
18 35. Mr Allen argued that W's decision to return to the Cayman Islands to low-wage employment
19 was unreasonable and H should not have to bear the cost of maintaining W here where the cost
20 of living is significantly higher than in Jamaica. He opined that the Immigration Department may
21 in due course deny W's application for a full work permit, thereby necessitating her return to
22 Jamaica in any event. The issue of why W returned to the Cayman Islands when she did is also a
23 matter for the final hearing and I found not to be material to this application. W resides in and
24 wishes to remain in this jurisdiction, which is not itself unreasonable, particularly given that she
25 previously resided here, H petitioned for divorce here and the proceedings are ongoing.

26
27 36. I rejected Mr Allen's suggestion that W should be expected to continue living with her friend as
28 unreasonable, but particularly so given that H is enjoying a comfortable lifestyle in the FMH with
29 luxuries, including house staff and regular travel to Jamaica.



1 37. H's evidence disclosed that he earns CI\$4,000 a month from his business. He provided a budget
2 suggesting that he is in deficit every month. He produced documents demonstrating that the
3 business is indebted to others. Despite the alleged deficit, during the course of the hearing, H
4 made an offer to pay W \$600 per month until the proceedings conclude. This fell far short of
5 what W reasonably needed so I turned to examine H's stated income and expenditure to
6 determine whether he could afford to pay more and, if he could, whether it was fair to order
7 him to do so.

8
9 38. I considered that having a gardener and a maid (helper) are luxuries rather than needs and could
10 be dispensed with to free up funds. I also noted that H estimated the cost of house
11 maintenance and repairs to be up to CI\$830 per month. This seemed to me to be a very
12 significant sum but no explanation was offered as to why it would be so high. I found that that it
13 is more likely than not an exaggerated figure and that probably half that amount is sufficient.

14
15 39. H's budget included financial support he provides to other family members, which totalled
16 CI\$750 per month. While I accepted that H has to meet the cost of his mother's care and needs
17 because she is elderly, there was little explanation of why H is also financially supporting his
18 adult daughter and her two children. I considered that this was another area of expenditure
19 that could be cut back.

20
21 40. H's evidence was that the business is struggling and so he cannot withdraw any further funds
22 from it. As I have already stated, I was not in a position to assess that assertion on the limited
23 evidence before me. But I was satisfied that, even if cash flow from his business is as bad as H
24 suggested, he is in a position to secure a loan against either the FMH and/or the Jamaican
25 Property as these are free from encumbrances. Furthermore, H's affidavit (dated 18th
26 September 2018 at paragraph 21) spoke to him expending considerable funds recently:

27
28 *"I had to take on the expenses of burying him [his father] recently which came to*
29 *about CI\$45,000"*



1 Mr Allen submitted that this was an error in H's affidavit and that H had only co-ordinated the
2 pooling of funds from family members, not contributed himself. Given the clear language of the
3 affidavit, I found that it was more likely than not that H did meet some or all of the costs of his
4 father's funeral. From that I inferred that H has access to, or can raise, significant funds from an
5 as yet undisclosed source.

6
7 41. Given all of the forgoing, I was satisfied on balance that H has sufficient sources of funds to
8 meet his expenses and pay the \$2,400 sought by W as spousal maintenance until the final
9 hearing. I also concluded that it was appropriate given the great disparity between H and W's
10 standards of living, although this was only a smaller factor as the amount awarded would not
11 elevate W to the same standards as H.

12
13
14 Legal Expenses

15
16 42. CI\$750 of the amount W applied for was towards legal costs. Miss Carver drew my attention to
17 the decisions in **Zuiderent v Zuiderent** [2001 CILR Note 9], **G v G** [2002] EWHC 306 (Fam) and **B v**
18 **B** [2012(1) CILR Note 4] as authority that MPS can include an element to cover legal costs. She
19 argued that it was a legitimate part of W's expenses that she had to meet. I will review this issue
20 in more detail, including Mr Allen's objections below.

21
22 43. H strenuously objected to W receiving any contribution towards her legal costs, arguing that this
23 would cause an unfair burden on him and is wrong in principle. Mr Allen suggested that W can
24 settle her costs from her share of the marital assets after the proceedings have concluded. Mr
25 Allen also submitted that it was W's failure to accept H's offer of settlement that has caused her
26 and H to incur additional legal costs for which he should not be responsible. As I have already
27 stated, given the stage of the proceedings, it is not unreasonable for W to have deferred her
28 decision on the settlement until financial disclosure has been completed and, given her very
29 poor financial circumstances, it was reasonable for W to apply for financial support in the
30 interim.



1 44. There is ample authority that MPS can incorporate an allowance for legal fees if it is in the
2 interests of justice to do so (see authorities cited at paragraph 21 above). It is a discretionary
3 power which has to be exercised with a view to promoting fairness between H and W. Fairness
4 is a “two way street”. The power to include an element in respect of the costs has to be
5 exercised having regard to the positions of both H and W and to the possibility that such an
6 order could or would be unfair to the paying party as well as to the advantages and
7 disadvantages to the other party that would flow from making or refusing the order.

8
9 45. Such an order is not confined to “big money” cases. Where, like in this instance, one spouse has
10 considerable assets while the other is without means and a source for the funds can be
11 identified, then it will be in the interests of justice to include an allowance for legal costs (see **B v**
12 **B** above).

13
14 46. I was satisfied that H had the ability to pay spousal maintenance at a rate of CI\$2,400 per month
15 and given the financial disparity between the parties I concluded that it was in the interests of
16 justice to make an order for spousal maintenance which included an allowance for legal costs.

17
18 47. I therefore made an order that H pay W CI\$553.84 per week commencing 28th September 2018.
19 All payments are to be made through W’s attorneys.

20
21 48. It is possible that after a full examination of all of the evidence at the final hearing the tribunal
22 may come to a different conclusion than I have. In such an event, if the judge considers it to be
23 appropriate, the final order may be adjusted to reflect any “prejudice” either party may have
24 suffered as a result of this interim order, including setting off such amounts.



1 **Costs of the Application**

2

3 49. W applied for H to pay her costs of the application. Mr Allen argued that such an application is

4 premature, as the judge at the final hearing may determine that the order would not have been

5 made on the grounds that this was a short marriage and/or the amount paid pursuant to the

6 interim order exceeds W's share of any matrimonial assets. Given that Mr Allen will seek to

7 argue that a setoff be made, I reserved the issue of costs until after the final hearing, at which

8 time I will have the decision of the learned judge to consider.

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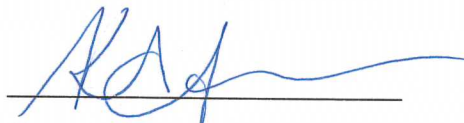
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13 Dated this 5th day of November 2018

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16

17 Kirsty-Ann Gunn

18 Acting Judge of the Grand Court

