COMMONWEALTH OF THE BAHAMAS

In the Supreme Court

Family Division

Case No.: 2022/FAM/div/00456

Between:

J.K.B.

Petitioner

And

C.B. (née B)

Respondent

Before: The Honourable Madam Justice C.V. Hope Strachan

Petitioner's Counsel: Sherita Forbes for the Petitioner

Respondents Counsel: Vann Gaitor for the Respondent

Hearing Dates: 4th March, 2026

Matrimonial Causes, property adjustment, whether there should be departure from equality.

RULING

Introduction

[1.] This is the Court's Ruling on the outstanding Application for Ancillary Relief following the dissolution of the marriage between J.K.B ("the Husband") and C.B. (née B) ("the Wife"). No agreement has been reached between the parties on the issues now before the Court.

[2.] The principal issue for determination is the proper adjustment of the parties' interests in the former matrimonial home situated at Lot 15, Misty Gardens Subdivision, New Providence, The Bahamas. The evidence discloses that the said property is the principal, and effectively the only, matrimonial asset requiring disposition.

Legislative Framework

[3.] The Court's jurisdiction to make financial provision and property adjustment orders in matrimonial proceedings in The Bahamas arises under the Matrimonial Causes Act, Ch. 125, including the statutory provisions governing ancillary relief and property adjustment. The Commonwealth Caribbean commentary identifies The Bahamas as one of the jurisdictions whose statutory property adjustment regime is modelled on the Matrimonial Causes Act 1973 of England, with the relevant Bahamian provisions including sections 28 and 29 of the Matrimonial Causes Act, Ch. 125.

> *S 28. (1) On granting a decree of divorce, a decree of nullity of marriage or a decree of judicial separation or at any time thereafter (whether, in the case of a decree of divorce or of nullity of marriage, before or after the decree is made absolute), the court may make any one or more of the following orders, that is to say — (a) an order that a party to the marriage shall transfer to the other party, to any child of the family or to such person as may be specified in the order for the benefit of such a child such property as may be so specified, being property to which the first-mentioned party is entitled, either in possession or reversion; (b) an order that a settlement of such property as may be so specified, being property to which a party to the marriage is so entitled, be made to the satisfaction of the court for the benefit of the other party to the marriage and of the children of the family or either or any of them;*
>
> *S 29. (1) It shall be the duty of the court in deciding whether to exercise its powers under section 25(3) or 27(1)(a), (b) or (c) or 28 in relation to a party to a marriage and, if so, in what manner, to have regard to all the circumstances of the case including the following matters that is to say; -*
>
> > *(a) the income, earning capacity, property and other financial resources which each of the parties to the marriage has or is likely to have in the foreseeable future;*
> >
> > *(b) the financial needs, obligations and responsibilities which each of the parties to the marriage has or is likely to have in the foreseeable future;*
> >
> > *(c) the standard of living enjoyed by the family before the breakdown of the marriage;*
> >
> > *(d) the age of each party to the marriage and the duration of the marriage;*
> >
> > *(e) any physical or mental disability of either of the parties to the marriage;*

(f) the contribution made by each of the parties to the welfare of the family, including any contribution made by looking after the home or caring for the family;

(g) in the case of proceedings for divorce or nullity of marriage, the value to either of the parties to the marriage of any benefit (for example, a pension) which, by reason of the dissolution or annulment of the marriage, that party will lose the chance of acquiring.

And so, to exercise those powers as to place the parties, so far as it is practicable and, having regard to their conduct, just to do so, in the financial position in which they would have been if the marriage had not broken down and each had properly discharged his or her financial obligations and responsibilities towards the other.

[4.] As apparent in determining whether to exercise this court's powers in relation to these parties and in what manner, the Court is required to have regard to all the circumstances of the case as outlined in s. 29. The relevant factors include, amongst others, the income, earning capacity, property and other financial resources of each party; their financial needs, obligations and responsibilities; the standard of living enjoyed before the breakdown of the marriage; the age of each party and the duration of the marriage; any relevant physical or mental disability; the contributions made by each party to the welfare of the family, including homemaking and caring responsibilities; and the conduct of the parties so far as it would be inequitable to disregard it. The objective being to place the parties so far as is practicable in the position they would have been in had the marriage not broken down.

[5.] The Bahamian authority of **Jupp v Jupp** [2013] 1 *BHS J.* No. 131 -Bahamas Court of Appeal- SCCrApp No. 37 of 2011 encapsulates and confirms the guiding principles to be used to determine the party's respective interests; *Justice Allen*, in delivering the Judgment stated;

> *"Section 29 is very clear as to what a judge must take into consideration when considering whether to exercise her powers under section 27 or 28 or even section 25 of the Act. Any sharing principle enunciated by case law must be construed in this light. The statute requires that you look at all the circumstances and you make the order which puts the parties in the financial position so far as it is practicable that they would have been in if the marriage had not broken down. The division of the assets must be fair in its entirety. It is not the role of the trial judge to list the assets of the family and to divide them one by one. The trial judge must look at the circumstances on the whole, examine the entire context of the case and make an award accordingly, stating sufficient reasons for the same."*

[6.] **Sands v Sands**, BS 1986 SC 76, confirms that in Ancillary Relief proceedings the Court must weigh the statutory considerations. The case further illustrates that a spouse's interest in matrimonial property may be assessed by reference to the equity in the matrimonial home and the practical justice of the case.

[7.] In applying the statutory factors, the Court does not proceed by a rigid formula. The task is to arrive at an order that is fair, practicable, and just in all the circumstances, giving such weight to each factor as the evidence requires.

Background Facts

[8.] There are two children of the family;

KJB	1996	28 years Adult; employed full-time
KCB	2001	24 years Adult; employed full-time

As both children are adults and employed full-time, no order for child maintenance is required in this ruling. However, the history of the parties' expenditure on their children's education and welfare remains relevant to the Court's assessment of the parties' contributions, obligations, and overall financial history.

[9.] The former matrimonial home is located at Lot 15, Misty Gardens Subdivision, New Providence. It was purchased in or about 1993 and is evidenced by a conveyance identified in the husband's affidavit as Exhibit JKB2. The current value relied upon in the evidence is **Two Hundred Seven Thousand Seventy Dollars ($207,070.00)** as reflected in the Real Property Tax Certificate identified as Exhibit JKB7.

[10.] The parties separated in or about June 2022, following a domestic incident after which the husband left the matrimonial home with police assistance. The wife has remained in occupation of the matrimonial home, the home jointly occupied by the parties together for twenty-nine (29) years.

Evidence of the husband, JKB

[11.] The husband is employed as an Executive Steward at Baha Mar. His annual salary is stated to be **Sixty-six Thousand Nine Hundred Fifty Dollars ($66,950.00),** supported by an employment letter marked Exhibit JKB1.

[12.] The husband states that the mortgage over the matrimonial home, initially taken with Finco/Royal Bank in or about 1993, was satisfied solely by him. He relies on documentation marked Exhibit JKB3. He further states that additional charges or mortgages were taken for home repairs in 1999 in the amount of **Six Thousand Dollars ($6,000.00)** and in 2008 in the amount of **Ten Thousand Dollars ($10,000.00),** both of which were satisfied, with supporting documentation marked Exhibit JKB4.

[13.] The husband also identifies several loans taken during the marriage, including a **Thirty Thousand Dollars ($30,000.00)** personal loan from Commonwealth Bank, later consolidated at Fidelity Bank; a 2015 consolidated loan from Fidelity Bank in the amount of **Forty Thousand Dollars ($40,000.00)** used for KJB's college fees and a second vehicle; and a further Fidelity Bank loan used for KCB's university fees and home improvements, said to have been satisfied by December 2022. The husband relies on documents marked Exhibits JKB5 and JKB6.

[14.] The husband states that he contributed at least **One Hundred Fifty Dollars ($150.00)** per month to support his son during university. He further states that during the marriage he paid household bills, maintenance, and hurricane-preparation expenses.

[15.] Since leaving the matrimonial home, the husband pays **Seven Hundred Dollars ($700.00)** per month in rent and bears his own utility expenses, including cable, water, and electricity, supported by documents marked Exhibits JKB8 and JKB9.

[16.] The husband owns a **2014 Nissan XTrail**, purchased in **2023** for **Thirteen Thousand Dollars ($13,000.00)**, which he says has depreciated. He states that he has no other property and no other source of income.

[17.] The husband seeks an order from the court determining that he is entitled to a **Seventy Percent (70%)** beneficial or ownership interest in the matrimonial home and the wife is entitled to a **Thirty Percent (30%)** interest. He asks that the property be sold by two BREA-registered real estate agents, with the net proceeds divided in those proportions. He also seeks an order that the wife contribute **Three Hundred Dollars ($300.00)** per month toward his living expenses pending sale, and that each party bear their own legal costs.

Evidence of the Wife, CB (née B)

[18.] The wife's annual salary is stated to be **Forty-six Thousand One Hundred Eighty-two Dollars Seventy-six Cents ($46,182.76)**. She states that she is at or near her salary ceiling and does not expect further material increases in income.

[19.] The wife is **Fifty-four (54)** years old and states that she is in declining health. Her evidence includes substantial medical expenses associated with cancer treatment, stated to total approximately **One Hundred Forty-eight Thousand Eighty-three Dollars Thirty-three Cents ($148,083.33)** for the period from **July 2022 to May 2024**.

[20.] The wife disputes the husband's assertions that he alone discharged the mortgage and household obligations. She states that both parties contributed to the acquisition, preservation, and maintenance of the matrimonial home and to the welfare of the family.

[21.] The wife states that she paid substantial household expenses, including utilities, insurance, educational costs, life insurance, medical insurance, and medical expenses for family members. She specifically relies on evidence that she paid home insurance premiums from 2019 to 2025 totaling **Thirteen Thousand Five Hundred Dollars Seventy-three Cents ($13,500.73).**

[22.] The wife's annual household expenses are stated to be approximately **Forty Thousand Five Hundred Thirteen Dollars Eighty Cents ($40,513.80)**, leaving limited financial flexibility when measured against her annual salary. She states that she is unlikely to qualify for a new mortgage or secure adequate replacement housing if the matrimonial home is sold.

[23.] The wife states that she continues to provide housing and support not only for herself but also for her adult children, grandchildren, including a grandchild with autism, and her sister, all of whom reside in the matrimonial home. While the Court recognizes that adult children and extended family members are not dependents in the same legal sense as minor children, their residence in the property is part of the factual matrix relevant to the wife's needs and hardship.

[24.] The wife contends that the divorce was granted on grounds of cruelty by the husband and submits that the husband should not be permitted to benefit from his wrongdoing by forcing a sale or seeking support payments from her.

[25.] The wife seeks to retain the matrimonial home, either outright or at least for her lifetime, with any remainder or other interest to be dealt with in a manner the Court considers just. In the alternative, if a sale is ordered, she seeks a division of proceeds that reflects her financial contributions, homemaking and caregiving contributions, medical vulnerability, housing needs, and the hardship she says would result from displacement.

Issues for Determination

[26.] The Court must determine the following issues:

i. Whether the matrimonial home should be transferred to one party, retained by one party for life, or sold.
ii. If sold, how the net proceeds of sale should be divided
iii. Whether the wife should make interim monthly payments to the husband pending sale.
iv. What order, if any, should be made as to costs.

[27.] The Court's determination must be made by reference to the statutory factors and the overall justice of the case, rather than by a strict accounting exercise limited to mortgage payments alone.

Analysis

Nature and Value of the Matrimonial Home

[28.] The matrimonial home at Lot 15, Misty Gardens Subdivision was acquired during the marriage and served as the family home. It is therefore, properly treated as matrimonial property.

[29.] The current value before the Court is **Two Hundred Seven Thousand Seventy Dollars ($207,070.00)** There is no evidence of any current mortgage or charge that remains unsatisfied. The net equity is therefore to be treated, subject to any verified costs of sale, as approximating the stated value of the property.

[30.] The matrimonial home is the central capital asset available for distribution. Its disposition must therefore be approached with caution, recognizing that any order may materially affect the parties' housing security and future financial stability. The court must decide what is **fair** in all the circumstances. In **A v. B** [2010] 2 *BHS J* No. 18 *Barnett C.J.* ruled that;

"The objective of the court is to be fair. In my judgment, the modern day approach to a division of property in a marriage is that fairness is, an equal sharing of property unless there is a compelling reason to depart from that equality. The law is perhaps best summarized in the judgment of the English Court of Appeal in ***Charman v Charman*** *[2007] 1 FLR 1246." "The yardstick of equality of division", first identified by Lord Nicholls in* ***White*** *at p. 605G, filled the vacuum which resulted from the abandonment in that decision of the criterion of "reasonable requirements". The origins of the yardstick lay in s.25 (2) of the Act, specifically in s.25 (2) (f), which refers to the parties' contributions: see the preceding argument of Lord Nicholls at p. 605D-E. The yardstick reflected a modern, non-discriminatory conclusion that the proper evaluation under s.25 (2) (f) of the parties' different contributions to the welfare of the family should generally lead to an equal division of their property unless there was good reason for the division to be unequal. It also tallied with the overarching objective: a fair result......"*

Income, Needs, and Obligations

[31.] The Husband earns approximately **Sixty-six Thousand Nine Hundred Fifty Dollars ($66,950.00)** per annum. He now pays **Seven Hundred Dollars ($700.00)** per month in rent and meets his own utility expenses. He has no other real property and relies on his employment income.

[32.] The wife earns approximately **Forty-six Thousand One Hundred Eighty-two Dollars Seventy-six Cents ($46,182.76)** per annum, materially less than the husband. Her disclosed annual household expenses are approximately **Forty Thousand Five Hundred Thirteen Dollars Eighty Cents ($40,513.80)**, and her evidence of substantial medical expenses is significant. The Court accepts that her health, age, and financial position create a real risk of hardship if she is required to leave the matrimonial home without adequate protection.

[33.] The wife's continued occupation of the home provides her with housing stability. However, it also means that the husband has been excluded from the practical benefit of occupation since the separation, and must meet rental costs elsewhere.

[34.] Given that housing is the main focus for the respective parties, the Court must balance the wife's housing needs and medical vulnerability against the husband's right to realize a fair share of the matrimonial asset and his need to establish independent housing accommodation.

[35.] These parties are of modest means. They cannot be categorized among the big money cases like **White v White [2001] 1 AC 596 infra, ("White")** where assets substantially exceeded the amounts required for the financial needs of the parties in terms of providing a home and income for each of them. The fact that the parties' assets far exceeded their needs was a major consideration in determining that case. However, notwithstanding the huge disparity between the income of the parties in this case as opposed to **White,** their needs are identical, provision of a home and income for each of them.

The Age Of The Parties

[36.] s. 29 requires that consideration be given to the age of the parties. In **White,** the Court demonstrated that age may justify departure from equality where it affects the needs of the respective parties, for example, their housing needs, their future earning capacity, or their future security. Additionally, a pension or retirement provision might also be pivotal to determining the issue. In particular cases, whether a clean break is realistic or even the life expectancy or duration of maintenance needs, may also be affected by the age of the parties.

[37.] The wife is Fifty-five (55) years old. The husband is Fifty-six (56) years old. Both past their prime and vulnerable, based on their disclosed existing financial positions, to the prospect of the inability to finance the purchase of or to build of a substitute home.

Health Of The Parties

[38.] The wife has alluded to the fact that she has undergone treatment for cancer. While she failed to elaborate on the diagnosis, prognosis or give any information about future care and treatment, judicial notice can be taken of the seriousness and expense associated with the disease. Such an illness is likely to affect the wife's income, earning capacity, property and other financial resources that she has or is likely to have in the foreseeable future. It is also likely to affect her financial needs, obligations and responsibilities, which she has or is likely to have in the foreseeable future and may in fact affect the standard of living she previously enjoyed before the breakdown of the marriage. Moreover, the prospect of the occurrence of some physical or mental disability is increased by the presence of cancer. I am of the view that this features prominently among the considerations in determining this matter. Authority for the premise that the health of the parties, their human condition, is not only relevant to determining the matter but it might tip the scales in a particular direction.

In **White** by *Lord Nicholl's of Birkenhead* approving *Sachs J* said;

> *"In **Porter v Porter** [1969] 3 All ER 640 at 643–644, [1969] 1 WLR 1155 at 1159, Sachs LJ observed that discretionary powers enable the court to take into account 'the human outlook of the period in which they make their decisions'. In the exercise of these discretions, the law is a living thing moving with the times and not a creature of dead or moribund ways of thought."*

[39.] Cancer is, in some cases, incurable and a terminal illness. Special consideration may also be given in cases for an ill or terminally ill spouse. It is settled that housing provision should be secure, practical, capable of meeting the patients present needs, not dependent on cooperation or uncertain future events, and respectful of the spouse's autonomy. **Alireza v Radwan [2017] EWCA Civ 1545 ("Alireza").** – Although not a cancer case, it is useful in demonstrating that housing security, autonomy, and avoiding precarious housing arrangements is the court's objective where terminal illness is a factor to be considered. Here, the Court of Appeal criticized an order that gave the wife only a time-limited occupation interest rather than capital to buy a home, particularly where it left her dependent on future contingencies.

Notwithstanding a lack of details about the wife's cancer I am of the view that it is a crucial consideration in determining this issue.

Contributions

[40.] The husband made significant financial contributions to the family and to the property. His evidence supports a finding that he contributed to mortgage payments, loan repayments, home repairs, educational expenses, and household expenses.

[41.] The wife also made significant contributions. Those contributions include direct financial payments toward household expenses, insurance, utilities, education, medical expenses, and family maintenance. The Court does not accept that the payment of mortgage instalments alone determines beneficial entitlement. It also gives weight to her non-financial contributions as spouse, homemaker, parent, and caregiver. These may be characterized as indirect financial or home making contributions.

[42.] The view was discussed in **Charman v Charman** [2007] All ER (D) 425.

> *"In **Miller** Baroness Hale said, at [146], "Section 25(2)(f) of the 1973 Act does not refer to the contributions which each has made to the parties' accumulated wealth, but to the contributions they have made (and will continue to make) to the welfare of the family. Each should be seen as doing their best in their own sphere. Only if there is such a disparity in their respective contributions to the welfare of the family that it would be inequitable to disregard it should this be taken into account.* [Emphasis Mine]

[43.] The court also has an obligation not to be biased or to discriminate between the parties in any way. *Lord Nicholls of Birkenhead* in **White** expressed it this way;

> *"As Butler-Sloss LJ (at 39) said in Dart's case, the statutory jurisdiction provides for all applications for ancillary financial relief, from the poverty-stricken to the multi-millionaire. But 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 para (f) of s 25(2) of the 1973 Act, relating to the parties' contributions. This is implicit in the very language of para (f): '... the contribution which each of the parties has made or is likely ... to make to the welfare of the family, including any contribution by looking after*

the home or caring for the family.' (My emphasis.) 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 homemaker and the child-carer. [Emphasis Mine]

[44.] Mindful of **Charman** and **White,** the evidence does not justify the husband's proposed division of **Seventy Percent (70%)** to him and **Thirty Percent (30%)** to the wife. That proposed division gives insufficient weight to the wife's contributions and present needs. Equally, the evidence does not justify disregarding the husband's capital interest in the property altogether.

Conduct

[45.] The wife relies on the fact that the divorce was granted on grounds of cruelty by the husband. Conduct may be considered to the extent that it would be inequitable to disregard it. However, in the absence of a quantified financial consequence directly attributable to that conduct, the Court treats it as a relevant but not determinative factor in the property division.

[46.] Conduct only matters if it is obvious and gross;

> **Wachtel v Wachtel [1973] Fam 72 ("Wachtel") -** This is the classic starting point. The Court of Appeal moved away from fault-based financial penalties after divorce reform. It held that ordinary marital misconduct should not usually affect financial provision. Conduct should only matter in the "residue" of cases where it is "both obvious and gross", such that it would be repugnant to justice to ignore it. [Emphasis Mine]

The key principle from **Wachtel** is that the court should not conduct a post-mortem of every unhappy marriage. Ordinary blame for marital breakdown should not be translated into a financial penalty and conduct must be exceptional before it affects financial provision.

[47.] Accordingly, in **OG v AG [2020] EWFC 52 -** *Mostyn J* identified four broad categories of conduct relevant in financial remedy cases:

i. Gross and obvious personal misconduct by one party against the other.

ii. Add-back / wanton dissipation of assets.

iii. Litigation misconduct, usually reflected in costs rather than the substantive award.

iv. Non-disclosure / evidential conduct, where the court draws adverse inferences about hidden resources.

The important modern point from OG is that conduct should normally only affect the substantive award where it has a financially measurable consequence. The court should not simply fine a party for immoral behaviour.

[48.] The Court does not consider the conduct evidence sufficient to deprive the husband of any capital entitlement in the matrimonial home. Nor does the Court consider it appropriate to order the wife to make monthly support payments to the husband merely because he has had to secure alternative accommodation.

Adult Children and Other Occupants

[49.] The two children of the marriage are adults, ages **28** and **24**, and are employed full-time. They are not the subject of maintenance orders. The presence of adult children, grandchildren, and other relatives in the matrimonial home may be relevant to hardship and practical arrangements, but it cannot override the parties' respective proprietary and matrimonial claims.

LJP v GRGP [2004] EWHC 2277 (Fam) [**"LJP"**] is helpful in this regard. The parties' children were adults and financially independent, but one adult son was still living in the former matrimonial home with his girlfriend. The wife wanted to retain the home. *Baron J* took that factual context into account, including the wife's attachment to the home and the fact that it had been the children's family home, but the decision still turned on the parties' **s.25** needs and resources, not on any freestanding right of adult children to remain.

[50.] s. 25 of the U.K. statute accords with s.29 (1)(a) of this jurisdiction. In **LJP** the wife was permitted to retain the home, but the reasoning was broader: long marriage, full contribution, housing needs, and fairness. The adult child's residence was a supporting fact, not a decisive legal factor.

[51.] **Alireza** supra is also useful in a broader context. It involved children, including one with special needs, and the Court of Appeal criticized a housing arrangement that did not sufficiently recognize the wife's autonomy and the family's practical needs.

> *"In my judgment, the terms, whilst no doubt reached after some hard bargaining between the parties, only serve to underline the straitjacket the order imposes on the wife's autonomy and are a recipe for further dispute and conflict."* Per *Lady Justice King:*

[52.] The Court usually does not treat adult children like minors. The welfare of minor children is the court's first consideration. Adult children are different. Unless there are special circumstances, the court will normally expect adult children eventually to make their own housing arrangements. The Court's view is that, as far as adult children living at home is concerned, their presence is relevant, but not decisive of the issue. The court may accept that a spouse's housing need includes some space for adult children, especially if they are still dependent or in education. But, it will ask whether that need is reasonable and proportionate. There are situations where a party might argue that the home is needed to house an adult child who is still in university and returns during the holidays, or the adult child has health or disability needs and cannot live independently, or that the children have lived there all their lives and need a transition period. These things may be considered but it does not automatically justify retaining a large or expensive former matrimonial home if both spouses need to be rehoused, see **Alireza**.

[53.] There must be evidence for the court to weigh whether the parties' retention of the home should be given priority over the husband's interest and his desire for payout of his interest or sale of the home to allow his interest to be realized in money. The wife has failed to provide the court with some critical evidence, which I view as necessary. She has failed to advise whether the adult children are working, whether they are contributing to household expenses, whether they are in full-time education, whether they have disabilities or mental/physical health issues, whether their occupation is temporary or indefinite, whether they could they live independently and whether they are genuinely dependent on the parent seeking to retain the home. Answers to these questions are capable of changing the analysis. Answers to these questions may sway the court's determination that the adult child's needs may materially increase the occupying spouse's housing need. [Emphasis mine]

[54.] Whatever the reason or excuse posited by the wife to retain the matrimonial home, her needs and that of the adult children must still be balanced against the husband's needs. Even if adult children live with one party, the court will consider whether the other spouse can be fairly housed. A party cannot normally say, "I should keep the whole matrimonial home because our adult children live here," if that leaves the other spouse unable to meet their own housing needs.

[55.] The husband's position as it relates to the house is that the children are adults and their occupation of the matrimonial home with the wife should not operate to deprive him of his realizing his interest in the matrimonial home forthwith.

CONCLUSION

[56.] The court considers that the children's occupation is not a statutory first consideration and does not justify depriving the other spouse of fair housing or capital provision. Any housing need should be assessed by reference to reasonable alternative accommodation, not automatic retention of the former matrimonial home. This court considers that adults, unless some disability is determined, have an obligation to assist with the expenses of their living accommodation, and that need not be the matrimonial home in this instance, but can, in fact, be a reasonable alternative accommodation.

[57.] Adult children living in the former matrimonial home may be considered, but they rarely determine the outcome. The court will treat them as part of the factual matrix of housing need, not as having the protected status of minor children. The lack of evidence of continuing dependency or special circumstances, militates against this court giving much weight to the wife's wishes. The result is that this Court does not treat those circumstances as a complete bar to sale or realization of the husband's interest.

[58.] If adult children have special needs, disability, or a continuing dependency, **Alireza** can support an argument for secure housing provision. But where adult children are merely living at home for *convenience,* it is less likely to assist. In this case, no explanation was given by the wife as to the reason for the continued implantation of the adult children in the matrimonial home, save for mentioning that one of the grandchildren suffers from a disability. The lack of such an explanation leads me to the conclusion that they are living at the matrimonial home with the wife for *convenience.* Additionally, in weighing the position of the respective parties, I find that it would be unfair to advantage the wife or disadvantage the husband in determining property adjustment, when the child in question has parents or a parent who has the ultimate responsibility to provide housing for the child.

[59.] The Court finds that the matrimonial home is matrimonial property acquired and preserved during the marriage and available for property adjustment.

[60.] The Court finds that both parties made substantial contributions to the welfare of the family and to the acquisition, preservation, and maintenance of the matrimonial home. The husband's financial contributions were significant, but the wife's financial and non-financial contributions were also substantial.

[61.] The Court finds that the husband's proposed **70/30** division in his favour is not fair in all the circumstances.

[62.] The Court finds that there are no compelling reasons to depart from the principle of equality in **A v B, Charman** and **White** *supra* and that the division of the parties interest in the matrimonial home situate Lot 15, Misty Gardens Subdivision, New Providence, The Bahamas is 50/50.

[63.] That a 50/50 distribution of the parties' interests in the matrimonial home is fair in all the circumstances of the case, and having considered all of the s. 29 MCA provisions with particular emphasis given to the more obvious considerations; the needs, obligations, income and future earning capacity of the parties and having regard to their ages and health. On the health issue as previously indicated while the wife alluded to what she spent in the past on her health issues she failed to provide any information as to future expenses she might have to meet in relation to her cancer. This deficiency does not lend to an increase in the distribution of interest in the matrimonial home to her.

[64.] The most significant consideration fell to an assessment of the parties' respective contributions to the welfare of the family. I found their respective contributions to be comparable. No sufficiently compelling reason to depart from equality was demonstrated. While the husband's mortgage and loan repayments were significantly more than the wife's and could be calculated in dollars and cents. The wife's financial contributions to the family's bills and obligations are not so easily quantified and in fact were not. However, the husband did not refute her assertions regarding her contributions to the mortgage and her efforts in looking after the family. As it stands, I consider her contributions to the family in that regard to be equal to the husband's. Those contributions are no less important than the calculable contributions made by the husband to the mortgage and loans in adherence to the **Wachtel** principle.

[65.] The Court finds that the wife's request to retain the property outright, without compensating the husband for his interest, would also be unfair in all the circumstances.

[66.] The Court finds that an immediate forced sale would create a real risk of hardship to the wife given her age, health, income level, medical expenses, and housing circumstances. However, an indefinite postponement of sale without financial recognition of the husband's interest would unfairly prejudice the husband.

[67.] The just outcome is to recognize both parties' capital interests while allowing the wife a defined opportunity to buy out the husband's interest or, failing that, requiring sale of the property in an orderly manner.

[68.] The division of **Fifty Percent (50%)** to the wife and **Fifty Percent (50%)** to the husband reflects the Court's assessment of fairness, having regard to the parties' respective contributions, needs, resources, and the practical consequences of the order. It recognizes the husband's significant financial contributions and his present need to rehouse himself, while giving additional weight to the wife's lower income, health challenges, medical expenses, and housing vulnerability. Those factors helped to push the wife's interest to equality.

[69.] The buyout mechanism is intended to avoid an immediate forced sale if the wife can secure financing or other lawful means to satisfy the husband's interest. The sale mechanism is necessary to ensure that the husband's capital entitlement is not postponed indefinitely.

[70.] The refusal of interim monthly payments to the husband on an immediate basis reflects the Court's conclusion that the wife's present financial position does not justify requiring her to subsidize the husband's separate accommodation. The husband's interest is adequately protected by the buyout or sale provisions. However, the court must guard against the temptation to delay a buyout or sale where the wife would have a financial advantage for an inordinate or extended period of time and will provide protection for the husband in this regard.

[71.] The order that each party bear their own costs is appropriate given the mixed outcome and the family nature of the proceedings.

DISPOSITION

1. The Court declares that the former matrimonial home situated at Lot 15, Misty Gardens Subdivision, New Providence, The Bahamas is matrimonial property subject to adjustment under the Court's ancillary relief jurisdiction.

2. The Court declares that the parties' beneficial interests in the net equity of the matrimonial home shall be **Fifty Percent (50%)** to the husband and **Fifty Percent (50%)** to the wife.

3. The wife shall have the first option to purchase or buy out the husband's **Fifty Percent (50%)** interest in the matrimonial home. The value for the purpose of buyout shall be based on the current valuation of **Two Hundred Seven Thousand Seventy Dollars ($207,070.00),** unless the parties agree in writing to obtain an updated independent valuation from a BREA-registered appraiser or other qualified valuer

4. If the buyout proceeds on the present valuation of **Two Hundred Seven Thousand Seventy Dollars ($207,070.00)**, the husband's gross **Fifty Percent (50%)** interest shall be calculated at **One Hundred Three Thousand Five Hundred Thirty-five Dollars ($103,535.00)**, subject to adjustment for any verified encumbrances, agreed sale-equivalent costs, outstanding real property taxes, insurance arrears, or other

sums. Any such items should be shared equally between the husband and the wife on a **50/50** basis and paid prior to distribution of the net equity.

5. The wife shall have **One Hundred Eighty (180) days** from the date of this order to complete the buyout of the husband's interest, unless the parties agree in writing to an extension or the Court grants further time upon application.

6. If the wife does not complete the buyout within the time prescribed, the matrimonial home shall be listed for sale on the open market with two (2) BREA-registered real estate agents, one nominated by each party within **Twenty-one (21) days** of the expiry of the buyout period. If either party fails to nominate an agent within that period, the other party may nominate both agents, subject to further order of the Court.

7. Upon sale, the net proceeds shall be distributed **Percent (50%)** to the wife and **Fifty Percent (50%)** to the husband, after deduction of lawful and verified costs of sale, real estate commission, conveyancing costs, outstanding real property taxes, and any other charges properly payable from the proceeds.

8. The parties shall cooperate fully in all steps necessary to effect the buyout or sale, including signing listing agreements, sale agreements, conveyances, bank forms, tax documents, and any other documentation reasonably required. If either party refuses or neglects to sign any necessary document within **Seven (7) days** of written request, the Registrar of the Supreme Court or such other officer as the Court may appoint may execute the document on that party's behalf.

9. Pending buyout or sale, the wife may remain in occupation of the matrimonial home, provided that she shall keep the property insured, pay ordinary utilities, preserve the property in reasonable condition, and not commit waste or permit avoidable deterioration.

10. The husband's application for an order that the wife pay him **Three Hundred Dollars ($300) per month** toward his living expenses is refused for a period of **One Hundred Eighty (180) days** during the period allocated for her to purchase the husband's interest. Should the wife fail to purchase the husband's interest in the **One Hundred Eighty (180) days** period then the wife shall be liable to pay to the husband the sum of **Three Hundred Dollars ($300.00)** each month as at the **First (1st)** day of the succeeding month after the **One Hundred Eighty (180) days** deadline and each month thereafter until the date of the closing of a contract for the sale of the matrimonial home. The payment of **Three Hundred Dollars ($300.00)** thereof shall be suspended until the date of such closing, when the entire sum owed as at that date shall be subtracted from the wife's **Fifty Percent (50%)** calculated interest amount.

11. Neither party shall further charge, mortgage, transfer, lease, or otherwise encumber the matrimonial home without the written consent of the other party or further order of the Court.

12. Liberty to apply is granted for the purpose of implementing, clarifying, or varying the mechanics of this order, including valuation, listing price, sale conduct, completion timelines, and execution of documents.

13. Each party shall bear his or her own legal costs of the ancillary relief application, unless a party acts unreasonably in the implementation of this order, in which case the other party may apply for costs arising from such conduct.

Dated this 30th day of June, 2026 A.D.

C.V. Hope Strachan, Justice of the Supreme Court