

**IN THE COMMONWEALTH OF THE BAHAMAS  
IN THE SUPREME COURT  
Common Law and Equity Division**

**Claim No. 2011/FAM/div/FP/00077**

**B E T W E E N**

**JWVG**

Petitioner

**AND**

**IEG**

Respondent

**Before:** The Honourable Madam Justice Constance Delancy

**Appearances:** Michaela Barnett-Ellis for the Petitioner  
Cassietta McIntosh-Pelecanos for the Respondent

**Hearing date(s):** 9 & 10 December 2024

**Submissions:** 9 February, 2026 (*Petitioner*)  
11 February, 2026 (*Respondent*)

**JUDGMENT**

**DELANCY, J**

[1.] This is the Petitioner’s application for ancillary relief seeking an order for property adjustment of the matrimonial assets.

**Background**

[2.] The parties both British citizens were married on 7 July, 2007. At the time of the marriage, the Petitioner and the Respondent were divorcees age 51 years and 57 years respectively. There are no children of the marriage.

[3.] The Petitioner filed a Petition on 6 July, 2011 seeking a dissolution of the marriage on the ground of cruelty. The Respondent responded by filing an Answer and Cross-Petition seeking a dissolution on the grounds of cruelty.

[4.] On 28 May 2013 the Petition was dismissed and the Court granted a Decree Nisi on the Respondent’s Cross-Petition. The Decree Nisi was made absolute 30 December 2013 thereby

bringing the marriage to an end. At time of the dissolution of the marriage the parties were married for approximately 6 years.

[5.] On 19 June 2013 the Petitioner filed a Notice of Application for Ancillary Relief seeking an order for the division of the matrimonial assets. The parties filed Affidavits of Means and the matter was heard on the papers and the written submissions of the respective Counsel.

[6.] On 26 September 2014 *Gray-Evans, J.* handed down a written ruling (the Ruling). The Court of Appeal granted the Petitioner leave to appeal the Ruling and a Notice of Appeal in the Court of Appeal was filed on 14 April 2015. The Court of Appeal rendered its decision on 11 February 2019 allowing the appeal. The Ruling was set aside in its entirety and the Petitioner's Notice of Application for Ancillary Relief was remitted for rehearing before another judge of the Supreme Court.

[7.] On 9 and 10 December 2024 the application for ancillary relief was heard by this Court virtually to accommodate the parties who both reside outside the jurisdiction. The Petitioner sought an order for property adjustment and the Respondent countered seeking a property adjustment and alimony.

[8.] Both parties relied on the following evidence:

*Petitioner*

- (i) Affidavit of Means of Petitioner filed 21 January 2014
- (ii) Affidavit of Petitioner filed 19 February 2014
- (iii) Affidavit of the Petitioner filed 23 March 2014
- (iv) Affidavit of the Petitioner filed 14 January 2022

*Respondent*

- (i) Affidavit of Means of Respondent filed 13 February 2014
- (ii) Affidavit of Respondent filed 14 February 2014
- (iii) Affidavit of P.R. filed 17 February 2014
- (iv) Affidavit of the Respondent filed 28 February 2014

[9.] The parties and PR (witness called by the Respondent) were extensively cross-examined on the contents of their respective Affidavits.

## **Issues**

[10.] The Court must determine are:

- (1) what are the matrimonial assets;
- (2) whether the Court ought to depart from the equal sharing principle as it relates to the matrimonial assets; and
- (3) alimony.

## Evidence

[11.] In light of the contentious nature of the application it is necessary for the Court delve into some detail on the parties' evidence.

[12.] The parties enjoyed a middle income lifestyle during their marriage which the Respondent described as "*very comfortable life and .... afforded the finer things*".

[13.] The Petitioner is an Electrical Instruction Superintendent and currently resides in Spain. He was employed on contracts in The Bahamas, on a Rig in the North Sea, and in Iraqi and his earnings were deposited into his bank account. He added the Respondent to the account in 2006 and gave her a bank card to pay the parties' utility bills and condominium fees. The Petitioner divided his off time between Grand Bahama, England (in the Summer time) with the Petitioner, and with his father in Scotland.

[14.] The Respondent was an unemployed retiree throughout the marriage received a weekly pension of £35 and rental income. The Respondent also averred that she contributed an undisclosed sum being all her savings; and £11,000 endowment into the parties joint account which were used to pay condominium fees.

[15.] It is not disputed that the parties are owners as joint tenants of (1) 707 Harbour House Towers Condominium (*Harbour House*) and (2) 19 Beauport Court Condominium (*Beauport Court*) both situate in Freeport, Grand Bahama. There are two other properties which are held in the name of the Respondent, namely, (3) 108 Obera Beach Condominium (*Obera Beach*), Freeport, Grand Bahama and, (4) 2 Machin Grove (*Machin Grove*), Nottinghamshire, England, United Kingdom.

### (i) *Harbour House*

[16.] The parties purchased Harbour House in October 2003 as joint tenants, lived and co-habited therein prior the marriage; and continued to reside therein after the marriage up to the point of the breakdown the marriage in or about May 2011. It is not disputed that Harbour House was the primary residence of the parties.

### *Machin Grove*

[17.] The Respondent mortgaged Machin Grove to the Bank of Scotland to cover the purchase price and closing costs and some the mortgage proceeds were used towards renovation costs of Harbour House. The renovation of the Harbour House was paid from their joint account and the Respondent also used an undisclosed sum of money from the sale of 2 jet skis to purchase tiles and pay for tile works at Harbour House. The maintenance fees on Harbour House was paid out the joint account of the parties up to the point when the Petitioner left the home in May 2011.

[18.] Under re-examination the Petitioner advised that Harbour House was at the date of the hearing under contract to be sold.

(ii) *Beauport Court*

[19.] The parties purchased Beauport Court in 2009 and financed the purchase from funds (£110,000) derived from the sale of a flat the parties own in Glasgow, Scotland. The Petitioner asserts that the flat was purchased by him in 2001 and he later added the Respondent to the title without any contribution from her. Beauport Court was rented and the income derived therefrom was used to pay the parties' household expenses. The Respondent stated she cleaned it and supervised its renovations. The Petitioner resided in Beauport Court after he exited the Harbour House in August 2011.

[20.] The Respondent alleged that the Petitioner rented Beauport Court and has failed to account for the income derived therefrom. The Petitioner denied this assertion however he admitted that he had an interested buyer for the property.

(iii) *Obera Beach*

[21.] The Respondent's former husband (PR) purchased Obera Beach for her in 1999 prior to commencing a relationship with the Petitioner. The parties resided at Obera Beach until they purchased Harbour House in 2003.

[22.] The Petitioner asserted that in reliance of an agreement between the parties that the Respondent would add his name to Obera Beach he made significant contributions towards its upkeep. He contributed \$160,000 towards putting in a complete kitchen, new floor throughout the kitchen, bathroom, all new kitchen cabinets, the bathroom was renovated with tile floor, a double utility sink, a large mirror, a new split air-condition unit which was all brand, and a new security door.

[23.] The Respondent lease Obera Beach to a company for approximately 2 years and collected approximately \$24,000.

[24.] The Petitioner alleged that the Respondent collected all the rental derived from Obera Beach and did not account for the same. Further that his salary which was deposited directly into their joint account paid for all the expenses related to the condominium.

[25.] On 14 July 2020, the Respondent sold Obera Beach for the sum of \$90,000. The Petitioner averred that he did not received any funds from the sale an assertion that the Respondent did not refute.

(iv) *Machin Grove*

[26.] Machin Grove, which is located outside the jurisdiction, was acquired by the Respondent in 2000 during the subsistence of her marriage with PR and prior to the celebration of her marriage to the Petitioner in 2007. Machin Grove was mortgaged with the Bank of Scotland to finance the purchase of Harbour House and an aborted acquisition of another condominium at Club Nautica. The mortgage on Machin Grove was paid off in April 2011. The Petitioner asserts that the mortgage on Machin Grove was serviced from funds derived from his account.

[27.] The Petitioner averred that the parties cohabited at Machin Grove during the marriage when residing in England. Further, that he contributed considerable sums to its maintenance, paying all the utility bills which were deducted from his salary and renovation to the kitchen, cabin furniture, gymnasium equipment and wine cooler based on the Respondent's promise to add his name to the title. The Respondent denied his assertions but has not presented any evidence to dispute this claim.

[28.] Machin Grove was sold by the Respondent on 16 February 2018 for the sum of £268,000 and utilized the funds to purchase her current accommodations. It is not disputed that the Petitioner did not receive any of the funds derived from the sale.

[29.] The parties also own a 2007 RAV4 Sports Utility Vehicle (SUV) which was purchased by the parties in 2006 shortly before the marriage. The source of funds to finance the purchase of the SUV were \$9,000 for the deposit on the SUV derived from the sale of the Respondent's vehicle; \$18,500 from Respondent account and \$6,000 from the parties' joint account. The Petitioner sold the SUV in about May 2012 and the income from the sale was approximately \$8,000 to \$10,000. The Respondent asserts that she did not receive any part of the proceeds. The Petitioner asserts that the SUV was sold and the proceeds were applied to the outstanding maintenance on their condominiums.

[30.] The Petitioner alleged that in March 2011 the Respondent removed \$86,000 from their joint account without his knowledge or permission which was the catalyst for his filing for divorce. The Petitioner averred that the \$86,000 represented \$30,000 being his salary and \$56,000 derived from mortgage on Machin Grove to assist with the acquisition of a Club Nautica condominium. Further that the Respondent removed an additional IQD 3,500,000 Iraqi Dinars from his personal possessions.

[31.] The Respondent disputes this claim. The Respondent averred that in or about 2009 the parties attempted to purchase a condominium in Club Nautica and utilized the equity in Machin Grove to assist with the financing the acquisition. The Respondent averred that some £43,000 were transfer to the parties' joint account. In March 2011 sale was aborted and the Respondent instructed the parties Bahamian bankers to return the funds to the Bank of Scotland thereby paying off the mortgage which had financed the matrimonial home. That contrary to the

Petitioner's allegations the parties had agreed that in the event the Nautica sale was not completed they would return the mortgage funds.

[32.] The Petitioner asserts that the Respondent has failed to make full disclosure of her income as she also receives an attendance allowance for mother.

[33.] The Respondent relied on the evidence of her former spouse, PR to whom she was married to from 1990 to 2006. PR avers that he loaned the Respondent monies via a credit card which was used to contribute towards the bills for Opera and in the UK until about 2004. He agreed when pressed that it was a gift and not a loan as the Respondent did not repay any funds advanced to her. He denied that he played any role in the termination of the Petitioner's employment with the Shipyard. He recalled a telephone conversation with the Petitioner in August 2004 and assumed that he and the Respondent were living together.

[34.] PR also avers that he purchased Machin Grove and Opera for the Respondent to give her financial security.

## Law and Analysis

[35.] Section 25 of the Matrimonial Causes Act (MCA) provides that the Court has the power to make property adjustment orders:

(2) The property adjustment orders for the purposes of this Act are the orders dealing with property rights available (subject to the provisions of this Act) **under section 28 for the purpose of adjusting the financial position of the parties to a marriage and any children of the family on or after the grant of a decree of divorce, nullity of marriage or judicial separation, that is to say —**

- (a) any order under subsection (1)(a) of that section for a transfer of property;
- (b) any order under subsection (1)(b) of that section for a settlement of property; and
- (c) any order under subsection (1)(c) or (d) of that section for a variation of settlement.

(3) **Where the court makes under section 27 or 28 a secured periodical payments order, an order for the payment of a lump sum or a property adjustment order, then on making that order or at any time thereafter, the court may make a further order for the sale of such property as may be specified in the order, being property in which or in the proceeds of sale in which either or both of the parties to the marriage has or have a beneficial interest, either in possession or reversion.**

(4) Any order made under subsection (3) may contain such consequential or supplementary provisions as the court thinks fit and, without prejudice to the generality of the foregoing provision, may include —

- (a) provision requiring the making of a payment out of the proceeds of sale of the property to which the order relates, and

(b) provision requiring any such property to be offered for sale to a person, or class of persons, specified in the order.

[Emphasis added]

[36.] Section 28 of the MCA provides a list of the types of orders available on ancillary applications:

(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;
- (c) an order varying for the benefit of the parties to the marriage and of the children of the family or either or any of them any ante-nuptial or postnuptial settlement (including such a settlement made by will or codicil) made on the parties to the marriage;
- (d) **an order extinguishing or reducing the interest of either of the parties to the marriage under any such settlement;**

[Emphasis added]

[37.] Section 29 of the MCA provides the guidelines that the Court must follow when making orders for redistribution of resources post-divorce:

(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 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 towards the other....”

[Emphasis added]

[38.] It is not disputed that the SUV, Harbour House and Beauport which were acquired during the subsistence of the marriage in the parties’ joint names. It is not disputed that Obera Beach and Machin Grove were brought by the Respondent into the marriage. The Court finds that notwithstanding that both properties are in the sole name of the Respondent they were used for the parties’ benefit. The Court is not precluded from making a finding that they are matrimonial assets for the purposes of determining the ancillary relief application.

[39.] Assets owned by parties to a marriage may deemed matrimonial or family assets if the parties’ intended to utilize those assets to benefit the family as stated in **Wachtel v. Wachtel** [1973] 1 All ER 829 per *Lord Denning MR* at page 836:

...It refers to those things which are acquired by one or other or both of the parties, with the intention that there should be continuing provision for them and their children during their joint lives and used for the benefit of the family as a whole.

[Emphasis added]

[40.] Counsel for the Respondent submits that the Petitioner failed to produce any evidence to support his claims that he invested in Obera and Machin Grove. Counsel for the Petitioner countered that the Petitioner added the Respondent to his bank accounts further that it was funds derived from the Petitioner’s salary that maintained the properties and serviced any loans related thereto. It is not disputed that the Respondent received some monetary gifts from PR there is no evidence that it continued after the parties’ marriage. Further it also not disputed that the Respondent did not work during the subsistence of the marriage.

[41.] In the Court of Appeal case of **Collie v Collie** SCCivApp. No. 19 of 2015 as per *Crane-Scott, JA* at paras. 58, 59 and 65-67 thereof stated:

58. It now appears from the decision of the English Court of Appeal in **Charman v. Charman** [2007] 1 FLR 1246 that where a court elects to adopt the “yardstick of equality of division” first identified in **White v. White** [2001] 1 AC 596 or the “equitable sharing principle” coined by *Lord Nicholls of Birkenhead* in **Miller v. Miller; McFarlane v. McFarlane** [2006] UKHL 24, the equal sharing principle is not

**restricted only to matrimonial assets, but applies to all the parties' property unless there is good reason to depart from those proportions.**

59. Delivering the Court's decision in *Charman*, *Sir Mark Potter P* explained the approach to the statutory exercise required by section 25(2)(a) of the English Act [corresponding to our section 29(1)(a)] in the following terms:

[65] .... It is clear that the court's consideration of the sharing principle is no longer to be postponed until the end of the statutory exercise. We should add that, since we take **'the sharing principle' to mean that property should be shared in equal proportions unless there is good reason to depart from such proportions, departure is not from the principle but takes place within the principle.**

[66] **To what property does the sharing principle apply?...** We consider...the answer to be that, subject to the exceptions identified in *Miller* to which we turn in para [83] - [86], below, **the principle applies to all the parties' property but, to the extent that their property is non-matrimonial, there is likely to be better reason for departure from equality.** It is clear that both in *White*, at 605 F-G and 989 respectively, and in *Miller*, at paras [24] and [26], *Lord Nicholls of Birkenhead* approached the matter in that way; and there was no express suggestion in *Miller*, even on the part of *Baroness Hale of Richmond*, that in *White* the House had set too widely the general application of what was then a yardstick.

[67] Even if, however, **a court elects to adopt the sharing principle as its 'starting point', it is important to put that phrase in context.** For it cannot strictly, be its starting point at all.... **The inquiry is always in two stages, namely computation and distribution; logically the former precedes the latter.** Although it may well be convenient for the court to consider some of the matters set out in s. 25(2)(a) ...**a court should first consider, with whatever degree of detail is apt to the case, the matters set out in s. 25(2)(a), namely the property, income (including earning capacity) and other financial resources which the parties have and are likely to have in the foreseeable future....**"

[Emphasis added]

[42.] Counsel for the Petitioner submits that the Court when engaging in a redistribution of matrimonial assets it should do so within the statutory framework of this jurisdiction. Counsel relies on the dicta of Allen, P. in *Jupp v Jupp* SCCrApp No. 37 of 2011 at para. [ 9] thereof:

It must be remembered that authorities from the United Kingdom cannot trump what the statute law of The Bahamas says. It is only if these cases are consistent with the statute law can they apply. **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 has not broken down. The division of 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.**

[Emphasis added]

[44.] Counsel for the Respondent submits that the Court ought to consider the fact Obera and Machin Grove were owned by the Respondent solely and acquired before the marriage. Counsel relies on the case of **Sawyer v Sawyer** SCCivAppeal No. 134 of 2014 at para. [14] *Barnett, JA (Acting)* stated:

**In carrying out its obligation to make orders for ancillary relief and in particular the division of the parties assets, the fact that one party acquired an asset before the marriage and therefore its acquisition was not as a result of their joint effort is a material factor that a judge is obliged to take into account in making a property adjustment order...**

[Emphasis added]

[43.] Counsel for the Petitioner submits that Obera and Machin Grove ought to be excluded from the Court consideration simply because they were acquired by the Respondent prior to the marriage. Counsel invites the Court to consider the approach taken by *Nicholas Mostyn, QC in Rossi v Rossi* (2006) EWHC 1482 (Fam) at paras. [24.5] to [24.6]:

24.5...**The matrimonial property will in all likelihood be divided equally although there may be deviation from equal division: (a) if the marriage is short; and (b) part of the matrimonial property is ‘non-business partnership, non-family assets’** (or if the matrimonial property is represented by autonomous funds accumulated by dual earners).

24.6 **The non-matrimonial property is not quarantined and excluded from the court’s dispositive powers. It represents an unmatched contribution by the party who brings it to the marriage. The court will decide whether it should be shared and, if so, in what proportions. In so deciding it will have regard to the reality that the longer the marriage the more likely non-matrimonial property will become merged or entangled with matrimonial property. By contrast, in a short marriage case non-matrimonial assets are not likely to be shared unless needs require this.**

[Emphasis added]

[44.] The Court, mindful of the caution of making decisions within the context of the MCA, is guided by the provisions of Section 29 of the MCA. The Court considered **all** the circumstances of the case, including:

- (a) *income, earning capacity, property and other financial resources of the parties:*
  - (i) The Petitioner is a retired, and has remarried and current salary (if any) is unknown.

- (ii) The Respondent is retired and resides in premises which she purchased with the proceeds derived from the sale of Machin Grove and receives a pension (sum unknown);
  - (iii) The Respondent sold Obera Beach for \$90,000.
- (b) *financial needs, obligations and responsibilities which each of the parties to the marriage has or is likely to have in the foreseeable future:*  
The parties have no have no children and their financial responsibilities are respective upkeep and living expenses.
- (c) *standard of living enjoyed by the family before the breakdown of the marriage:*  
It is not disputed that the parties enjoyed “comfortable” middle income lifestyle kept afloat by the Petitioner’s earnings on contracts, rental income, the Respondent’s endowment and advances on a mortgage over Machin Grove.
- (d) *age of each party to the marriage and the duration of the marriage:*  
The parties are both mature persons and retirees. The Parties were married 2007 and separated in March 2011. The parties were married for 6 years prior to the pronouncement of the Decree Nisi in July 2013.
- (e) *physical or mental disability of either of the parties to the marriage:*  
No evidence was adduced by either party that they suffer from any physical or mental disability.
- (f) *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:*  
The Respondent did not work outside the home during the marriage, she received some funding from an annuity and rental income. The Petitioner was employed on contractual basis in The Bahamas and abroad during the marriage and his salary was placed in an account which the parties had access to maintain the family’s lifestyle.
- (g) *the value to either of the parties to the marriage of any benefit (for example, a pension) which, by reason of the dissolution.... that party will lose the chance of acquiring:*  
Neither party addressed or led any evidence on this issue for the Court’s consideration.

[45.] Counsel for the Petitioner submits that while the marriage was a short one the Court should consider the Petitioner was solely responsible for the expenses associated with Obera and Machin Grove. Further the Petitioner asserts a contributory interest arising during the course of the marriage. Counsel for the Respondent counters that the Petitioner knew that the Respondent was unemployed when the parties married and undertook to take care of her. That the

Respondent ought to be penalized for liquidating Machin Grove and Obera to cover her expenses and upkeep as the Petitioner failed to pay the maintenance ordered in the Magistrate's Court.

[46.] In the present case the marriage lasted 6 years and the parties lived together for approximately 3 years before they married. The Court finds that (1) the Petitioner made contributions towards the renovation, upkeep and maintenance of Obera and Machin Grove during the marriage and did not receive any of the benefits from the disposal thereof by the Respondent; and (2) both parties contributed to the acquisition of Harbour House and Beauport.

[47.] The Court notes that the Respondent also prayed for a financial provision pursuant to Section 25 of the MCA which states:

(1) The **financial provision orders for the purposes of this Act are the orders for periodical or lump sum provision available (subject to the provisions of this Act) under section 27 for the purpose of adjusting the financial position of the parties to a marriage** and any children of the family in connection with proceedings for divorce, nullity of marriage or judicial separation and under section 31(6) on proof of neglect by one party to a marriage to provide, or to make a proper contribution towards, reasonable maintenance for the other or a child of the family, that is to say —

(a) **any order for periodical payments in favour of a party to a marriage under section 27(1)(a) or 31(6)(a)** or in favour of a child of the family under section 27(1)(d), (2) or (4) or 31(6)(d);

(b) **any order for secured periodical payments in favour of a party to a marriage under section 27(1)(b) or 31(6)(b)** or in favour of a child of the family under section 27(1)(e), (2) or (4) or 31(6)(e); and

(c) **any order for lump sum provision in favour of a party to a marriage under section 27(1)(c) or 31(6)(c)** or in favour of a child of the family under section 27(1)(f), (2) or (4) or 31(6)(f);

and references in this Act to periodical payments orders, secured periodical payments orders, and orders for the payment of a lump sum are references to all or some of the financial provision orders requiring the sort of financial provision in question according as the context of each reference may require.

[Emphasis added]

[48.] The type of orders that may be made for or to a party to a marriage are contained in Section 27 (1) (a) to (c) and 31(6)(d) to (f). Specifically, section 27 (1)(a) to (c) states:

27. (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 either party to the marriage shall make to the other such periodical payments, for such term, as may be specified in the order;

(b) an order that either party to the marriage shall secure to the other to the satisfaction of the court such periodical payments, for such term, as may be so specified;

(c) an order that either party to the marriage shall pay to the other such lump sum or sums as may be so specified;

[49.] The Court in determining whether to grant an order for financial provisions must also consider those all those circumstances as stated in Section 29 of the MCA.

[50.] The Court further notes that the Petitioner was ordered to pay to the Respondent spousal support by the learned Magistrate in her order made the 15 June, 2011. The outstanding amount, which was not disputed, is \$48,000. The Court factored the outstanding sum in its division of the matrimonial assets.

[51.] The Court in denying the award of a financial provision considered that both Parties are since retired, both hold properties, the Respondent was less than candid about her income and/or proceeds of the sale of the Obera Beach property, there are no minor children, the Respondent has not disclosed any other financial needs or obligations to the Court for consideration and that neither has disclosed any medical conditions/disabilities that would require some financial provision.

### **Disposition**

[52.] The Court having consider the evidence of the parties and submissions advanced by Counsel hereby orders:

- (i) The Petitioner shall have 60% interest and the Respondent shall have 40% interest in Harbour House;
- (ii) The Petitioner shall have 60% interest and the Respondent shall have 40% interest in Beauport;
- (iii) The Petitioner may purchase the Respondent's interest in the said properties within 120 days;
- (iv) In the event that the Petitioner is unable to purchase the Respondent's interest, the properties are to be sold and the net proceeds to be divided in the proportions as set out herein;
- (v) The Court denies the award of a financial provision; and
- (vi) Each party to bear their own costs.

Dated the 8 day of June, 2026

*[Original Signed and Sealed]*

Constance Delancy  
Justice