COMMONWEALTH OF THE BAHAMAS

IN THE SUPREME COURT

Family Division

2022/FAM/div/00671

BETWEEN

A.R.F.

Petitioner

AND

W.W.F.

Respondent

Before:	**The Honourable Madam Justice C.V. Hope Strachan**
Appearances:	**Moses Reginald Bain for the Petitioner,**
	Tony Scriven for the Respondent
Hearing date:	**29 May 2025, 27 October 2025**

Family Law – Divorce - Ancillary Proceedings - Financial Provisions - Property Adjustment - Matrimonial Causes Act – Section 27 and 28 – Fair sharing principle – mixed assets including real estate properties and a business asset, how distribution takes place with mixed assets

RULING

STRACHAN, J:

[1.] This is the Court decision on the Application for Ancillary Relief filed herein. The decision was scheduled to be delivered to the parties on 16th March, 2026 however due to the paucity of evidence provided regarding the family business, counsel and the parties were given extra time to provide the required information, to no avail. The court has determined to render its decision despite the non-adherence to the requirement.

[2.] By way of background, the parties were married on 13 December, 1993. The Petitioner; ARF ("the wife") is 53 years old. The Respondent, WWF ("the husband") is 58 years old. The marriage ended 14 July, 2023 when the wife obtained a Decree Nisi on the grounds that since the celebration of the said marriage, the husband has lived separate and apart from the wife for a continuous period of at least five years. There is one minor child of the marriage, AMAF, a 16-year-old female child. The wife seeks a custody order giving her care and control of the minor child and an order for the husband to pay maintenance for the said child.

[3.] The wife filed a Notice of Intention to Proceed with Ancillary Matters filed on 17 July 2024 seeking:

1. That the wife may be granted custody of the child of the marriage, namely AMAF, born on the 16th day of May, A.D., 2009.
2. Declaration under Section 73(1)(b)(i) of the Matrimonial Causes Act, Chapter 125.
3. That the husband pays maintenance of the said child.
4. Property adjustments.
5. Both parties pay their own cost.
6. Such further and other relief as the Court may deem fit and proper.

[4.] In support of her application, the wife filed an Affidavit of Means on 5th September, 2024 and a Supplemental Affidavit on 13th May, 2025.

[5.] The wife's evidence is contained in the Response to the Amended Affidavit of Means of the husband filed on 7th January 2025, in which she disputes the husband's assertions and maintains that she contributed regularly towards the mortgage and other household expenses. The wife sought the following reliefs:

a. The husband shall pay **Five Hundred Dollars ($500.00)** monthly towards the maintenance of the child of the marriage namely AMAF born on 16th May, 2009.

b. That the parties have joint custody of the minor child with day-to-day care and control to the wife with reasonable access to the husband.

c. The husband shall pay **fifty percent (50%)** of the child of the marriage high school fees and tertiary school fees until she attains the age of **Twenty-three (23) years old.**

d. That the husband shall pay **Two Hundred Dollars ($200.00)** on or before the 1 August and November each year for school supplies and uniform until the minor child completes high school.

e. That the wife and husband shall share equally all medical, dental and optical expenses of the child of the marriage until she completes tertiary education or until she attains the age of **twenty-three (23)**. That should either the wife or the husband seek to insure the child of the marriage, such policy terms and premiums must be first agreed. Subject to agreement, the policy premiums will be equally shared.

f. That all income and properties of the parties be considered in equal shares, namely Turling Road, Moores Island, Abaco and Claridge Road.

[6.] The husband filed an Affidavit of Means on 22 November 2024.

[7.] The husband, in response to the wife's prayer, seeks the following Orders at paragraph 18 in his Affidavit of Means:

a. The wife and the husband share joint custody of the minor child with day-to-day care and control to the wife, and the husband having liberal access including but not limited to alternate weekends.

b. The husband be made to pay the wife the sum of **Two Hundred and Fifty ($250.00)** per month towards the maintenance of the said child until she attains the age of eighteen (18) years old or until she completes tertiary education.

c. The wife and husband share equally the educational expenses relative to the said child, which said expenses are included but not limited to school tuition and fees.

d. The husband be made to contribute to the sum of **Three Hundred Fifty Dollars ($350.00)** towards the back-to-school expenses of the said child for the months of June and December.

e. The wife and husband share equally the orthodontic expenses relative to the said child.

f. That the husband be granted the Properties on Turling Road where he now resides and operate his business.

g. That the wife be granted the property situated Claridge Road which has a rental income that is fully rented at the amount of **One Thousand Three Hundred Fifty Dollars ($1350.00)** per month.

h. That the wife be granted **Twelve (12)** acres of lot and land valued **One Hundred Thousand Dollars ($100,000.00)** situated Moores Island Abaco.

i. That each party bears its own cost.

j. That each party be at liberty to apply.

[8.] The difference between the husband and wife as to the custody, care and control of the minor child of the marriage is negligible. The difference being whether access should be reasonable or liberal. There is a difference of **Two Hundred Fifty Dollars ($250.00)** between the parties regarding the monthly maintenance and the extra sum payable twice per year and when it should be paid. The husband has also only offered a contribution towards orthodontic expenses while the wife is seeking half of medical and dental as well. As expected, there is a major dispute about the properties that are available for distribution and how they should be distributed. Where there is agreement between the parties, the court will order it's inclusion in the final disposition as long as it accords with the court's objectives.

[9.] Determining the issues between the parties is largely dependent upon the circumstances of their marital situation assessing their financial and welfare contributions to sustaining the family. This will be clearly demonstrated and supported by a wealth of authorities in this ruling.

[10.] **THE ISSUES:**

1. What payment is considered appropriate for the maintenance of the minor child?
2. What is the fair and equitable interest of each party in the matrimonial property?
3. What entitlement or interest does each of the parties have in the properties acquired during the marriage?
4. How should the properties be distributed between the parties?

Income of the Parties

[11.] In support of the Notice of Application, the wife submitted an Affidavit of Means on 5 September 2024, and the husband responded on 11 November 2024. They were both cross-examined during the trial. The wife is a Chief Executive Officer at the Ministry of Works/Bahamix, earning **Three Thousand Four Hundred Dollars ($3,400.00)** per month, with monthly expenses of **Five Thousand Eight Hundred Fifty-Seven Dollars And Forty-Six Cents ($5,857.46)**. The Wife's Affidavit of Means lists the following expenses:

Wife's Monthly Expenses	
a. Rental (projected)	$1000.00
b. Groceries	$350.00
c. Cellar phone	$50.00
d. Lunch (minor child of marriage)	$200.00
e. Gasoline	$200.00
f. BPL projected expenditure	$200.00
g. Credit cards	$250.00
h. NIB	$60.00
i. LPG	$30.00
j. Internet & phone	$125.00
k. Hairdresser	$120.00
l. Titles	$500.00
m. Life insurance (Colina)	$316.80
n. Life insurance (children Family Guardian)	$80.00
o. Clothing/misc.	$300.00
p. Vehicle insurance	$320.00
q. Vehicle lie & inspection	$150.00
r. Loan (Easy Car)	$689.00
s. Loan periodical (Scotia)	$350.00
t. School fees (Kingsway Academy)	$566.66
Total	**$5,857.46**

[12.] The wife testified that she was primarily responsible for their daughter's financial needs, including payment of school fees from kindergarten through high school and daily expenses such as lunch, clothing, and other personal needs. She acknowledged that she did not contribute financially to the purchase of certain properties, including land in Moore's Island and a property on Claridge Road.

[13.] In the husband's Affidavit of Means dated 11th November 2024, he states that his approximate monthly income is $23,000.00. At paragraph 8, he details his itemized monthly expenses.

Husband's Monthly Expenses	
a. Water	$70.00
b. Phone (Postpaid)	$70.00
c. N.I.B	$72.00
d. Internet and landline	$ 80.00
e. Electricity	$425.00
f. Grocery (Household)	$300.00
g. Loans (Scotiabank Mortgage)	$2100.87
h. Gas (Automobile)	$120.00
i. Propane Gas	$210.00
j. Goods purchased for business	$20,000.00
Total	**$23,404.87**

[14.] The husband confirms that the property on Turling Avenue is jointly owned by the wife and husband. He states that since October 27, 2006, he has been solely responsible for all mortgage payments on loan number 1666557, totaling **Two Hundred Thousand Dollars ($200,000.00)**, without any contribution from the wife. Moreover, he claims that from November 13th, 2013, he paid all instalments on mortgage number 166752, amounting to **Fifty-six Thousand Dollars ($56,000)**, also without the husband's help.

[15.] The husband testified that his wife was only a co-signor on the mortgage; he testified that he made all mortgage payments on the marital properties. He stated that the mortgage fell into arrears due to financial hardship experienced during the COVID-19 pandemic, when he could not travel to purchase goods because he was unvaccinated, which significantly affected his ability to operate his business.

LAW

[16.] In considering the application for maintenance of the child, the Court is empowered by virtue of the **Matrimonial Causes Act ("the MCA") sections 25.1** to make an order for the periodical payment of sums to a child. It provides:

Section 25.1 MCA

> "25.1 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 under section 31(6) on proof of neglect by one party to a marriage to provide, or to make a prior contribution towards reasonable maintenance for the other or child of the family, that is to say –
> (a) any order of 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) or, (2) or (4) or 31(6)(d)"

[17.] By virtue of section 74 of the MCA, the Court is empowered to make orders with respect to the custody and education of AMAF. It states:

> "74. (1) The court may make such order as it thinks fit for the custody and education of any child of the family who is under the age of eighteen –
>
> (a) in any proceedings for divorce, nullity of marriage or judicial separation, before or on granting a decree or at any time thereafter (whether, in the case of a decree of divorce or nullity of marriage, before or after the decree is made absolute)"

[18.] Further, pursuant to section 27(1)(d) of the MCA, the Court may make financial provision for a child by ordering one party of the marriage to make periodical payments to another person for the benefit of the child. It states:

> "(d) an order that a party to the marriage shall make to such person as may be specified in the order for the benefit of a child of the family, or to such a child, such periodical payments, for such term, as may be so specified."

[19.] In exercising its discretion under section 27(1)(d) of the MCA, the Court is required to have regard to matters set out in section 29(2) of the Act. Those considerations are as follows:

Section 29(2) Without prejudice to subsection (3) it shall be the duty of the court in deciding whether to exercise its powers under section 27(1)(d), (e) or (f) (2) or (4) or 28 in relation to a child of the family 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 financial needs of the child;
(b) the income, earning capacity (if any), property and other financial resources of the child;
(c) any physical or mental disability of the child;

(d) the standard of living enjoyed by the family before the breakdown of the marriage;

(e) the manner in which he was being and in which the parties to the marriage expected him to be educated or trained;

and so to exercise those powers as to place the child, so fair as it is practicable and, having regard to the considerations mentioned in relation to the parties to the marriage in paragraphs (a) and (b) of subsection (1) just to do so, in the financial position in which the child would have been if the marriage had not broken down and each of those parties had properly discharged his or her financial obligations and responsibilities towards him,

Maintenance of Minor Child

[20.] Since neither party claims that AMAF has a physical disability, this issue does not arise. Considering the evidence presented by both the husband and the wife regarding the child's upbringing, as well as their attestations about their lifestyles, professional, and business accomplishments, I am convinced that AMAF has maintained a middle-class standard of living.

[21.] AMAF resides with the wife and depends on both of her parents for care and financial support. AMAF attends a private school. The wife states that she spends **Eight Hundred Forty-six Dollars Sixty-six Cents ($846.66)** monthly on the child's maintenance, included in her total monthly expenses of **Five Thousand Eight Hundred Fifty-seven Dollars Forty-six Cents ($5,857.46)**, which cover school fees, insurance, and lunch. The Husband has provided an itemized schedule of expenses totaling **Twenty-three Thousand Four Hundred Four Dollars Eighty-seven Cents ($23,404.87)**, with **Twenty Thousand Dollars ($20,000.00)** allocated to business-related costs. In the absence of supporting evidence in support the Court does not consider the **Twenty Thousand Dollars ($20,000.00)** business cost. The Husband also asserts that he has provided financial assistance and paid a dental bill of **Three Thousand Seven Hundred Eighty-five Dollars (3,785.00)**.

[22.] The wife works as a Chief Executive Officer at the Ministry of Works/Bahamix, earning **Three Thousand Four Hundred Dollars ($3,400)** monthly. She can work until age **Sixty-five (65)** and, upon retirement, is likely eligible for a gratuity, government pension, and NIB pension. The Husband is self-employed, generating income from Heavenly Treats Limited and rental properties on Turling Road and from #21 Penny Savings Bank Lane. It is noted that no evidence of income from the family business was provided. I find the husband's income unclear and possibly overstated or conflated with the business expenses. Without more, the courts are not able to determine the husband's business expenses and personal income, which affects the child's maintenance. He has listed NIB contributions, so it is likely he will be able to collect pension from NIB. However, there is no evidence of any other pension.

[23.] Based on the parties' expenditure, I am satisfied that AMAF enjoys a high standard of living, which both parties will be able to maintain notwithstanding the divorce. The wife requests

Five Hundred Dollars ($500.00) for the child's general maintenance, while the husband suggests **Two Hundred Fifty Dollars ($250.00).** Considering their liabilities and expenses, **Five Hundred Dollars ($500)** is roughly a quarter of their combined income minus the husband's business costs. Given these factors, I find that **Five Hundred Dollars ($500)** is a reasonable amount that adequately supports the child.

Property Adjustment

[24.] At the commencement of these proceedings, there are four properties and a family business capable of constituting matrimonial properties within the meaning of **Miller v Miller, Macfarlane v Macfarlane [2006] UKHL 24**, namely: Lot No. 12 Turling Avenue, Sandilands Allotment ("the Turling Avenue Property"), Lot No. 36 Fox Hill Crown Allotment, Sandilands Allotment ("the Crown Allotment Property"), Lot No. 21 Adderley's Terrace of Penny Savings Bank Lane located in the Eastern District of New Providence ("the Penny Saving Bank Lane Property") and 7.664 acres of land on Moores Island, part of the Bahama Islands in Great Abaco.

[25.] As *Lord Nicholls of Birkenhead* stated in **Miller v. Miller; McFarlane v. McFarlane** (Supra), matrimonial property is defined as:

> "Matrimonial property means the matrimonial home plus property acquired during the marriage otherwise than by gift or inheritance."

[26.] The relevant provision which empowers the Court to grant financial and property adjustment orders in matrimonial proceedings is governed by sections 25, 27 and 28 of the Matrimonial Causes Act Chapter 125, which provides:

> "25… (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.
>
> 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) …
> >
> > (c) an order that either party to the marriage shall pay to the other such lump sum or sums as may be so specified

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;

(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 post-nuptial 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"

[27.] The Court, in exercising its power pursuant to the statutory guidance in section 29 of the MCA, must consider the factors in relation to financial provisions and property adjustment orders in divorce proceedings. Section 29 of the MCA provides:

"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 hoe or caring for the family;

(g) in the case of proceedings for divorce or nullity of marriage, the value to each of the parties to the marriage of any benefit (for example, a pension) which, by reasons 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 no broken down and each had properly discharged his or her financial obligations and responsibilities towards the other."

[28.] The modern approach to dividing matrimonial property is equal sharing, unless there's a good reason to depart. This approach was confirmed for our jurisdiction by *Barnett JA* (as he then was) in **A v B [2010] 2** *BHS J* **No. 18**, this principle is flexible and can be adjusted to consider each party's needs, contributions, and fairness, especially based on their financial positions if the marriage had continued.

> "The modern-day approach applicable for the division of matrimonial property is an equal sharing of the property, unless there is a compelling reason to depart from 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, nondiscriminatory 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 a good reason for the division to be unequal. It also tallied with the overarching objective: a fair result."

[29.] When determining the division of assets, the Court follows the principles set out in **Jupp v Jupp** SCCrApp No. 37 of 2011. Additionally, a Judge must take section 29 into account when exercising discretion; -

> "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 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 required 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 judge to list the assets of the family and to divide them one by one. 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 reason for the same."

[30.] In **White v White [2001] 1 All ER** *Lord Nicholls* stated:

> "Divorce creates many problems. One question always arises. It concerns how the property of the husband and wife should be divided and whether one of the terms should continue to support the other. States in the most general terms, the answer is obvious.

> Everyone would accept that the outcome of these matters, whether by agreement or by court order, should be fair. More realistically, the outcome ought to be as fair as is possible in all the circumstances. But everyone's life is different. Features which are important when assessing fairness differ in each case. And sometimes different minds can reach different conclusions on what fairness requires. Then fairness, like beauty, lies in the eyes of the beholder."

[31.] The Court must exercise its powers to restore the parties, as far as possible, to their financial positions had the marriage not ended. It should be fair to both sides. Counsel for both the wife and husband cited **Miller v Miller; McFarlane v McFarlane (2006) 3 All ER 1,** where the *House of Lords* stated: -

> "This element of fairness reflects the fact that to greater or lesser extent every relationship of marriage gives rises to a relationship of interdependence. The parties share the roles of money-earner, home-maker and child carer. Mutual dependence begets mutual obligations of support. When the marriage ends fairness requires that the assets of the parties should be divided primarily so as to make provision for the parties housing and financial needs, taking into account wide range of matters such as the parties ages, their future earning capacity, the family's standard of living, and any disability of either party. Most of these needs will have been generated by marriage, but not all of them. Needs arising from age or disability are instances of the latter."

Discussion and Analysis

[32.] The Court begins with the well-established principle that marriage is a partnership of equals. Property acquired during the course of the marriage is prima facie subject to the sharing principles, regardless of whether it was acquired through the financial contributions of one party or through the indirect contributions of the other. In applying this principle, the Court must avoid discrimination between the breadwinner and the homemaker and must treat both roles as of equal value.

[33.] The starting point, as articulated in **White v White**, is that equality serves as a yardstick against which the fairness of any proposed distribution is to be measured. However, equality is not to be applied mechanically. The Court retains a discretion to depart from equal division where there exists a good reason to do so, having regard to all the circumstances of the case, including the statutory factors set out in section 29 of the Matrimonial Causes Act.

[34.] I derive guidance from **Chisholm v Chisholm BS 2021 CA 123,** a case involving a marriage of about 20 years between older individuals, both of whom had pre-existing assets. The Court of Appeal reaffirmed that fairness is the overriding objective in matrimonial property and that equal consideration must be given to financial and non-financial contributions, and that the court is not confined to the parties' immediate needs but must consider the entirety of the parties' resources in order to achieve a just outcome.

[35.] Applying these principles to the present case, the evidence establishes that the parties enjoyed a comfortable middle-class standard of living. They endured for approximately **Thirty**

(30) years, which constitutes a long marriage. Typically, in such situations, the economic partnership is regarded as fully developed, and both individuals are usually entitled to benefit from that partnership.

[36.] The accumulated matrimonial assets are not in dispute. The issue for determination is the appropriate division of the assets between the parties.

[37.] The Court finds that:

i. There is no indication that either party has any physical or mental disabilities, so their earning capacity is unaffected by such conditions.
ii. The husband was the primary income earner and was responsible for servicing the mortgages on the matrimonial properties.
iii. The wife was the homemaker and carer for the child of the marriage, maintaining the household, and contributing to the overall welfare of the family.
iv. The husband earns significantly more than the wife and has greater income generating capacity through his business and rental properties.
v. The husband resides in the matrimonial home and operates the business from there, he also has two sheds that store his business goods.
vi. The wife lives with her sister and minor child at Pete Street, Seabreeze in a five-bedroom house. While she gave no indication that she wished to change her living arrangements the court recognizes that both parties have the need of living accommodation. To this end it is most unlikely that either are at an age where it would be easy to obtain a mortgage to do so.
vii. The husband paid the mortgage during the marriage and continues to pay the mortgage.
viii. There are Two (2) income earning properties owned by the parties which are available to assist either or both of them, futuristically. This would be particularly so given there are still mortgages on some of the properties to be serviced.
ix. The child of the marriage is now aged Sixteen (16) and in the usual course of life their legal financial obligations to her should end by at least age Twenty-three (23).
x. The parties and their child enjoy a middle-class lifestyle which is ascertainable from several key expenses they list in their affidavits including private school fees for their child, orthodontic expenses, and projected loans described by the wife. The most telling however is the husband's listed earnings of **Twenty Thousand Dollars ($20,000.00)** per month notwithstanding his listed expenses.
xi. The marriage lasted Thirty (30) years which by any standards would be considered long.
xii. Neither party has mentioned any potential pension loss so that does not affect the decision to be rendered.

Matrimonial Assets

Turling Avenue Property

[38.] The Turling Avenue Property comprised of a four plex apartment building and is the matrimonial property where the parties lived together until their marriage ended in May 2016. According to the Conveyance dated 19th July 2002 (Vol 9415 pages 15-0- 155) the property is jointly owned by the parties. According to the appraisal by First Choice Appraisal Services dated 9th May 2018, the property was valued at **Four Hundred Thirty-one Thousand Dollars ($431,000)**. The property has an outstanding mortgage of **One Hundred Thirteen Thousand Three Hundred Ninety-one Dollars Thirty-eight Cents ($113,391.38)**.

Lot No. 36 Fox Hill Crown Allotment

[39.] Lot No. 36 Fox Hill Crown Allotment Property, includes an incomplete Fourplex Structure and a 288 sq. wooden building. According to the Conveyance dated 18th September 2009 (Vol. 11278, pages 172-178), the property is jointly owned by both parties. Both parties obtained Appraisal Reports. The husband produced an appraisal from Burrows Real Estate, dated 30th January 2025, which estimates its value at **One Hundred Ninety Thousand Nine Hundred Forty Dollars ($190,940.00)** while the wife produced an appraisal from Colonial Realty Ltd, dated 14 April 2025, which values it at **Two Hundred Thirty-three Thousand Dollars ($233,000.00)** The property currently has a mortgage with Scotiabank (Bahamas) Limited, Mortgage No. 1667818, with an outstanding balance of **Twenty-two Thousand Four Hundred Ninety-nine Dollars Forty-six ($22,499.46)** as of 7th March 2025 (see Exhibit "WF-10"). The real property tax outstanding as of 4th February 2025 is **Seventeen Thousand One Hundred Seventeen Dollars Sixty-three Cents ($17,117.63)**.

The Penny Savings Bank Lane Property

[40.] According to the conveyance dated 22 January 2018, the property is allegedly owned by the husband. The legal description identifies it as Lot No. 21 in a subdivision of land within "Jack Clarke's Tract." The Court observes that the wife mentions a property on Claridge Road, the husband refers to it as #21 Penny Savings Bank Lane, and the Burrows Real Estate Appraisal Report describes it as Lot 21 Penny Savings Bank Lane, Adderley Terrace. Given these references, I accept that all descriptions refer to the same property: Lot No. 21 Jack Clarke's Tract or Penny Savings Bank Lane. The property features a single-story concrete building and is zoned for residential use. According to the Burrows Appraisal Report, it is valued at **Ninety-six Thousand One Hundred Forty-five Dollars ($96,145.00)** The property generates a monthly income of **One Thousand Three Hundred Fifty Dollars ($1,350.00)**, as noted by the receipts adduced by the husband, evidencing rental payments from two tenants.

Moores Island Property

[41.] Moores Island property was purchased during the marriage. The land, a vacant plot, is legally owned solely by the husband per the Conveyance dated 8 September 1997. It spans 7.664 acres on Moores Island, part of the Bahamas in Great Abaco. An Appraisal Report from Burrows Real Estate (Bahamas) Ltd, dated 20th February 2025, estimates its value at **One Hundred Sixteen Thousand Eight Hundred Ten Dollars ($116,810)**. Although the property is registered only in the husband's name, the Court considers it part of the matrimonial assets, as it was acquired during the marriage. It is part of the marital acquest as per **Standish v Standish**

Property Value

[42.] To determine the total value of all matrimonial assets, I calculated the property values to establish the net worth.

a. Husband - $431,000 + $190,940 + 96,154 + $116,810 = **$834,895.00 – less**

$153,008.47 ($113,391.38 + $22,499.46+ 17,117.63) = **$681,886.53**

b. Wife - $431,000 + $233,000 + $96,154 = $116,810 = **$876,964.00 - $153,008.47**

($113,391.38 + $22,499.46+ 17,117.63) = **$723,955.53**

The Husband's appraisal estimates the net value at **Six Hundred Eighty-one Thousand Eight Hundred Eighty-six Dollars Fifty-three Cents ($681,886.53)**, while the Wife's is **Seven Hundred Twenty-three Thousand Nine Hundred Fifty-five Dollars Fifty-three Cents ($723,955.53)**. The average of these amounts is **Seven Hundred Two Thousand Nine Hundred Twenty-one Thousand Three Cents ($702,921.03)** which excludes a business valuation for Heavenly Treats**.**

It is important to indicate at this juncture that a scenario where the court finds that the parties interests in the matrimonial assets are equal the figure of **Seven Hundred Two Thousand Nine Hundred Twenty-one Dollars Three Cents ($702,921.03)** will be useful although not dispositive of the distribution to be made to the parties respectively. This premise is discussed later on in this ruling.

Family Business – Heavenly Treats Limited

[43.] Heavenly Treats Limited, operating under the same name, is situated in Sandilands Village. According to the Business Licence Certificate, the licensee is approved to operate a home-based business. The Court notes the absence of financial disclosure or valuation evidence. This failure limits the Court's ability to determine its precise value and entitles the Court to draw appropriate inferences regarding the husband's financial resources.

[44.] The Court is satisfied that the business constitutes a financial resource for the husband.

Considering that the business is a home-based business involved in the sale of snack food and the husband alludes to expenditure of **Twenty Thousand Dollars ($20,000.00)** per month on business expenses but joint personal expenses of **Twenty-three Thousand Four Hundred Four Dollars Eighty-seven ($23,404.87)** points to the business being only a small enterprise.

[45.] It is also established that when assessing the property distribution between the parties it is not essential to know the exact valuation of a business or to ensure mathematical/accounting accuracy. It is sufficient to assist the court in testing the fairness of the proposed outcome. [Emphasis Mine]

In **Rosemin-Culligan v Culligan** [2025] EWFC 1 - Family Court - *Mr. Justice MacDonald* referencing *Moylan J* in **H v H** [2008] 2 FLR 2092*; Lord Nicholls of Birkenhead* said in **Miller v Miller; McFarlane v McFarlane** [2006] UKHL 24, [2006] 2 AC 618, [2006] 1 FLR 1186 and **Versteegh v Versteegh** [2018] EWCA Civ 1050, [2019] 2 WLR 399 per *Lewison LJ* shed light on the approach to be taken;

> "In so far as the husband disputes the valuation of the Colendi shares, *King LJ* made clear in **Versteegh v Versteegh** [2018] EWCA Civ 1050, [2019] 2 WLR 399(a case in which multiple experts had struggled to arrive at a valuation) at [134] that:
>
> "[134] It is undoubtedly far more satisfactory for all concerned if a court can, with sufficient confidence, settle on a valuation of a business to the necessary standard of proof, that is to say the balance of probabilities. Not to do so is unsatisfactory for the applicant (still often the wife) and is often equally frustrating for the respondent (husband) particularly if the result is, as in this case, the making of a Wells order."
>
> 47. Against this, and as also recognized in **Versteegh**, it is equally important that the court retain a clear eyed appreciation of the limitations inherent in valuations. In **H v H** [2008] 2 FLR 2092 *Moylan J* (as he then was) observed as follows:
>
> "[5] The experts agree that the exercise they are engaged in is an art and not a science. As *Lord Nicholls of Birkenhead* said in **Miller v Miller; McFarlane v McFarlane** [2006] UKHL 24, [2006] 2 AC 618, [2006] 1 FLR 1186, at para [26]: "valuations are often a matter of opinion on which experts differ. A thorough investigation into these differences can be extremely expensive and of doubtful utility". I understand, of course, that the application of the sharing principle can be said to raise powerful forces in support of detailed accounting. Why, a party might ask, should my "share" be fixed by reference other than to the real values of the assets? However, this is to misinterpret the exercise in which the court is engaged. The court is engaged in a broad analysis in the application of its jurisdiction under the Matrimonial Causes Act 1973,not a detailed accounting exercise. As *Lord Nicholls of Birkenhead* said, detailed accounting is expensive, often of doubtful utility and, certainly in respect of business valuations, will often result in divergent opinions each of which may be based on sound reasoning. The purpose of valuations, when required, is to assist the court in testing the fairness of the proposed outcome. It is not to ensure mathematical/accounting accuracy, which is invariably no more than a chimera. Further, to seek to construct the whole edifice of an award on a business valuation which is no more than a broad, or even very broad, guide is to risk creating an edifice which is unsound and hence likely to be

unfair. In my experience, valuations of shares in private companies are among the most fragile valuations which can be obtained."

48. Reflecting these observations, in **Versteegh** *Lewison LJ* further articulated the challenges of valuing private companies:

"[185] The valuation of private companies is a matter of no little difficulty. In **H v H** [2008] EWHC 935 (Fam), [2008] 2 FLR 2092, *Moylan J* said at para [5] that 'valuations of shares in private companies are among the most fragile valuations which can be obtained'. The reasons for this are many. In the first place there is likely to be no obvious market for a private company. Secondly, even where valuers use the same method of valuation they are likely to produce widely differing results. Thirdly, the profitability of private companies may be volatile, such that a snap-shot valuation at a particular date may give an unfair picture. Fourthly, the difference in quality between a value attributed to a private company on the basis of opinion evidence and a sum in hard cash is obvious. Fifthly, the acid test of any valuation is exposure to the real market, which is simply not possible in the case of a private company where no one suggests that it should be sold. Moylan J is not a lone voice in this respect: see **A v A** (Ancillary Relief: Property Division) [2004] EWHC 2818 (Fam), [2006] 2 FLR 115, at paras [61]–[62]; and **D v D and B Ltd."**

It was not disputed by the wife that the husband is the principal of the business and beyond the wife's contribution to its establishment, she has not played a significant role. The disposition of the property between the parties reflects the fact that the husband is retaining the business Heavenly Treats.

CONCLUSION

[46.] The Court accepts that the Husband made the greater financial contribution to the acquisition and maintenance of the properties, particularly through servicing the mortgages. However, it is well established that financial contributions do not automatically outweigh non-financial contributions.

[47.] The Wife's role as homemaker and primary caregiver should be regarded as equal in importance to the husband's financial contributions. Therefore, the Court rejects the argument that his mortgage payment alone justifies him receiving a significantly larger share of the assets.

[48.] Notwithstanding the husband's greater financial contributions, the Court is not satisfied that these factors, whether taken individually or cumulatively, constitute sufficient and compelling reasons to justify a departure from the yardstick of equality. While such considerations are relevant, they must be weighed against the length of the marriage and the wife's substantial non-financial contributions, which the law regards as equal in value. Accordingly, the Court is satisfied that there are no compelling and identifiable factors which justify a departure from equality in this case.

[49.] The Court recognizes that the husband operates his business from the matrimonial home and that relocating may cause some disruption to his business. However, this factor alone does not outweigh the fundamental principle that, in a long marriage, the parties are generally entitled to an equal share of the fruits of their joint enterprise. Any practical inconvenience to the husband can be managed through the way specific assets are allocated, rather than by changing the overall percentage division.

[50.] Having regard to all circumstances, including the length of the marriage, each party's earning abilities, their financial needs and obligations, their respective ages, their standard of living, health, contributions to the welfare of the family and the importance of a fair, unbiased outcome, the Court concludes that a departure from equality isn't justified. Therefore, the sharing principle applies fully.

[51.] Accordingly, the Court concludes that an equal division of the matrimonial assets, being **Fifty Percent (50%)** to the wife and **Fifty percent (50%)** to the husband, represents a fair and equitable outcome. This approach ensures that both parties are placed, so far as practicable, in a fair financial position following the breakdown of the marriage.

[52.] It is crucial to the decision that the husband has throughout the proceedings expressed a desire to retain the Turling Road property for many reasons, chief among which is the fact that it is where he resides and also where his home-based business is located and operated from. The wife did not object to this other than to insist on obtaining her interest in all of the matrimonial assets, including the Turling Road property. The Court has determined to balance the interests of the parties against that backdrop. Any imbalance to the advantage or disadvantage of the parties can be justified by the principles espoused in **Rosemin-Culligan** supra.

DISPOSITION

In all the circumstances of the case, as it concerns the child of the marriage the court makes the following order:

1. The wife shall have care, control and custody of the minor child of the marriage, AMAF, with the husband to have liberal access;
2. The husband shall have access to the minor child of the marriage, including but not limited to alternate weekends from Friday afternoon and to Sunday afternoon;
3. The husband shall pay the wife the sum of **Five Hundred Dollars ($500.00)** per month for the maintenance for the minor child until she attains the age of **Eighteen (18)** or completes tertiary education up to a Bachelor's degree, provided she is enrolled within Six (6) months of graduating high school;
4. The wife and the husband shall share equally all high school and tertiary level education expenses for AMAF until she attains **Eighteen (18)** years. or up to a Bachelor's degree.

5. The wife and husband shall share equally all medical, dental and optical expenses for the minor child until she attains the age of **Eighteen (18)** or completes a first degree of tertiary education, provided she is enrolled within six (6) months of graduating high school.

[53.] In all the circumstances of the case, the Court considers a fair distribution of the matrimonial properties to be as follows:

THE MATRIMONIAL ASSETS / PROPERTY;

1. The Court determined that the total value of the matrimonial assets is **One Million Four Hundred Five Thousand Eight Hundred Forty-two Dollars Six Cents ($1,405,842.06)** and when divided by 2, each party is entitled to **Seven Hundred Two Thousand Nine Hundred Twenty-one Dollars Three Cents ($702,921.03)** minus any valuation about the business, being the average of the appraisal evidence accepted by the Court. I, arriving at the fair distribution, this court makes the following order;

2. The wife shall transfer her interest in Lot No. 12 situate at Turling Avenue, Sandilands Village, Eastern District, New Providence, The Bahamas, consisting of a Four Plex apartment building, to the husband within **Ninety (90)** days of the date hereof, whereupon the Husband shall assume payment of the extant mortgage. Until the property is transferred to the Husband, the Husband shall continue to collect the rents from the tenants of the other Three units on the subject property.

3. The Wife shall transfer to the Husband all of her right, title and interest in the Heavenly Treats Limited business within **Ninety (90)** days of the date hereof.

4. The Husband shall pay a sum equal to **Fifty Percent (50%)** of the net equity in Lot No. 36 Fox Hill Allotment to the wife within **Ninety (90)** days of the date hereof, whereupon the wife shall transfer all her right, title, and interest to the husband.

5. Should the Husband fail or refuse to purchase the wife's interest within **Ninety (90)** days of the date hereof, the wife shall have **Ninety (90)** days from that date expires to purchase the husband's interest in Lot No. 36 Fox Hill Allotment for a sum equal to **Fifty Percent (50%)** of the net equity whereupon the husband shall transfer all his right, title, and interest to the wife.

6. Further or in the alternative, to Nos 4 and 5 hereof, if neither party purchases the others interests, then after the expiration of **One Hundred Eighty (180)** days, Lot No. 36, Fox Hill Allotment shall be sold and the net proceeds therefrom shall be divided equally **(50/50)** between the wife and the husband.

7. The Husband shall transfer all his right title and interest in Lot No. 21 Penny Savings Bank Lane, consisting of a rental unit to the Wife within **Ninety (90)** days free and clear of any mortgage or encumbrance. In the alternative the husband shall pay to the wife the sum of **Ninety-Six Thousand One Hundred and Forty-five Dollars ($96,145.00),** being the net value of the property, for her right title and interest in the said property within **Ninety (90)** days of the date hereof. Until the said transfer takes place the husband shall collect the rents from the tenants and apply the same towards the mortgage.

8. The Husband shall transfer fifty per cent **Fifty Percent (50%)** of the acreage of land in Moore's Island, Bahamas upon a further survey of the property. A survey of the land shall be conducted at the instance of the husband and the wife jointly, with the cost to be shared by the husband and wife equally, within One Hundred and Twenty (120) days of the date hereof.

9. Should either party fail or refuse to execute any documents to effectuate the transfers of property herein then the Registrar of the Supreme Court is directed to execute the same.

10. The costs of the respective transfers shall be shared by the parties on a 50/50 basis.

11. Each party is to bear their own costs of the proceedings.

Dated the 6th day of August, 2026

The Honourable Madam Justice C.V. Hope Strachan