COMMONWEALTH OF THE BAHAMAS

IN THE SUPREME COURT

Family Division

2025/FAM/div/00400

B E T W E E N

REK

Petitioner

AND

FK nee N

Respondent

Before:	**The Honourable Madam Justice Cheryl Bazard KC**
Appearances:	**Ms. Lenthera Culmer for the Petitioner**
	Ms. Maria Zancolla for the Respondent
Hearing Date:	**28 July, 2026**

Family Law – Divorce – Ancillary Relief – Property adjustment

RULING

BACKGROUND

[1.] This is an application for ancillary relief. The parties were married on 24 June, 2023. The Petition was filed on 15 August, 2025. The Court granted a Decree Nisi on 11 May, 2026 on the ground that since the celebration of the marriage the Respondent treated the Petitioner with cruelty. The Notice of Intention to proceed with ancillary matters was filed on behalf of the Respondent on 26 May, 2026.

[2.] By the said Notice of Intention to proceed with Ancillary Matters, the Respondent sought the following:

> "1. That the court shall hear and determine the property adjustment concerning the matrimonial home situated on the island of New Providence, The Bahamas.

2. That each party bears their own costs of these proceedings."

[3.] The Respondent filed an Affidavit of Means on 26 May, 2026 in support of her application. The parts that are relevant to this application are as follows:

> *"6. That during the marriage, I borrowed the sum of $30,000 from Commonwealth Bank for the purchase of furniture for the home, pay outstanding bills."*
>
> *7. I also took out a loan of $15,000 from the National Credit Union (sic) for wedding, vacations, anniversaries and bills for the matrimonial home.*
>
> *8. During the marriage, I assisted in paying the mortgage payments.*
>
> *9. I took care of the Petitioner (sic) three minor children and contributed towards the bills of the marital home during the course of the marriage."*

Lastly the prayer:

> "*10. i. That the Petitioner pay out the Respondent's interest in the marital home to the Respondent;*
>
> *ii. That the Petitioner pay half of the loans that were borrowed by the Respondent in relation to the family bills and the marital home;*
>
> *iii. That the parties shall bear their own cost*."

[4.] The Petitioner filed an Affidavit in Response to the Respondent's Affidavit on 24th July, 2026. The relevant parts are as follows:

> *"5. Since the granted (sic) of the Decree Nisi, I again asked the Respondent to leave the home and gave her the sum of $1,200.00 to assist with her securing an apartment.*
>
> *7. Throughout the marriage, I was solely responsible for the payment of all utility expenses associated with the matrimonial home, including electricity, internet and household services. Save for the payment of the telephone bill during the months of February and March, 2026, the Respondent has never contributed towards the payment of the household utilities, nor has she offered to do so.*
>
> *9. The Respondent did purchase certain items for the matrimonial home, including a living room suite and a 55-inch television for the living room. However, within approximately three months of purchasing those items, the Respondent pawned them and retained the proceeds. Those items were never redeemed and are no longer in the matrimonial home. Throughout the marriage, it was a recurring occurrence that items purchased by the Respondent for the home were subsequently pawned or otherwise disposed of by her. In addition, the Respondent sold her engagement ring, wedding band, and a watch which I had gifted to her during the marriage. Further, I deny that the Respondent contributed to the payment of household bills, vacations, or the honeymoon as alleged. Throughout the*

marriage, I was responsible for meeting the family's financial obligations, including the payment of household expenses and the costs associated with family vacations.

10. In response to paragraph 8 of the Respondent's Affidavit, it is denied that the Respondent contributed to the payment of the mortgage as alleged, or at all. Prior to the Respondent moving into the matrimonial home and throughout the course of the marriage, I was solely responsible for the mortgage payments in the sum of $2,800 per month. The Respondent did not make any mortgage payments nor did she contribute toward the servicing of the mortgage. I now exhibit hereto proof of the Loan Inquiries from the bank from August 202 to present marked as "REK-2". In further response, I state that the Respondent frequently undermined efforts made to improve and maintain the matrimonial home. By way of example, I had been saving funds to construct a well on the property in order to address issues arising from the septic tank's proximity to the water supply. At one point, I had accumulated approximately $500.00 towards that project. I subsequently discovered that the Respondent had removed $150.00 from those funds without my knowledge or consent and did not replace the money. I now exhibit hereto a copy of the Receipt for drilling of well marked as "REK-3". I also bought a car for the Respondent but had to sell it because she would not drive it, she prefers to catch the jitney. I never wanted my wife to have to worry about anything and would always provide her with funds and whatever she needs.

11. In response to paragraph 9 of the Respondent's Affidavit, I acknowledge that the Respondent occasionally assisted with my children while they were present in the home. However, the Respondent was compensated for such assistance. Throughout the marriage, I provided the Respondent with a weekly allowance of approximately $200.00 - $250.00 as appreciation for her assistance with the children.

13. In light of the matters set out above, I oppose the Respondent's proposal that she be paid a sum representing an interest in the matrimonial home including the responsibility for one-half of her personal loans. The Respondent is too demanding. During our marriage, she demanded that I purchase a bedroom set.

14. The marriage between the Respondent and me was of relatively short duration. The matrimonial home was purchased by me solely and in my sole name long before the marriage was contemplated. I was solely responsible for the acquisition of the property, the mortgage payments, and the ongoing maintenance and expenses associated with the home.

15. Throughout the marriage, the Respondent did not make any direct financial contribution towards the purchase of the property, the mortgage, property taxes, insurance, or significant improvements to the home. To the contrary, I remained solely responsible for those expenses.

16. Further, the loans obtained by the Respondent were incurred in her sole name and under her control. I did not benefit from the proceeds of those loans in the manner allege by the Respondent, nor did I agree to assume responsibility for repayment of any portion thereof.

17. Having regard to the short duration of the marriage, the fact that the property was acquired by me prior to the marriage, and the absence of any significant financial contribution by the Respondent towards the acquisition, preservation, or improvement of the property, I respectfully contend that the Respondent has not established a basis for the relief sought in relation to the matrimonial home or for any order requiring me to contribute towards her personal indebtedness."

[5.] The Respondent subsequently filed an Affidavit in Response to the Petitioner's Affidavit. The relevant parts are as follows:

9. "The Petitioner constantly everyday insisted that I leave his house even though I helped pay a part of the mortgage payment and took out a loan to pay the outstanding bills of the home and assisted with the furnish of the matrimonial home."

10. Paragraph 5 of the Petitioner's Affidavit is denied. I was never given $1,200.00 to secure an apartment or display any hostile behaviour and cruel acts towards the Petitioner. I admit that the Petitioner gave me $1,000.00 and called the police officers again and told me to leave the matrimonial (sic) and request that the police officers remove me from the home."

11. Paragraphs 6 to 8 of the Petitioner's affidavit id(sic) denied. That after the marriage I contributed towards the household utilities whenever necessary. There was approximately one year during which the Petitioner experienced significant financial hardship. During that time the Petitioner was only able to pay the mortgage payments. In an effort to support the family and maintain the home, I took full responsibility for all the utilities (sic) bills and daily household expenses."

12. Throughout the marriage, I made both financial and non-financial contributions to the home, including taking care of the Petitioner's children, managing the household to ensure that the family's daily needs were met.

13. Paragraph 9 of the Petitioner's Affidavit is denied. I did purchase the living set but the living room set got damage by one of the minor children. I advertised the living room set on facebook and a purchaser came to the home in the presence of myself and the Petitioner to pay for the same. The proceeds were shared between both of us. The Petitioner and I went to the pawed (sic) shop to pawn the engagement ring, wedding band, television set and the Petitioner also took a ring belong (sic) to him to be pawn (sic). However, we were informed that the engagement ring and wedding band were fake, and that the rings were costume jewelry and the Petitioner admitted that the rings were not real. That one of the

main reasons for the Petitioner and I to pawn the mentioned items because we were experiencing hardship at that time.

14. I did pay for all of the vacation during course (sic) of the marriage. I also purchased furniture and appliances for the matrimonial home.

16. Paragraph 11 of the Petitioner's Affidavit is denied. The Petitioner before the marriage informed me that he had three children and that they lived with their mothers. Three weeks after the marriage the Petitioner moved his minor children into the home and stated that the children will no longer be living with their mothers. I willingly accepted the responsibility of caring for the Petitioner's children. During the marriage the Petitioner provided me with an allowance of two hundred dollars ($200.00) for approximately six (6) months only.

21. Paragraph 14 of the Petitioner's Affidavit is denied. The Petitioner purchased the matrimonial home almost a year before the marriage. Again, as stated when the Petitioner was experiencing hard times, I assisted the Petitioner in making up the mortgage payments and dealt with the various household expenses of the home and the welfare of the minor children.

23. Paragraph 16 of the Petitioner's Affidavit is denied. The loans were taken out to assist with the wedding expenses, household bills and assisted with furnishing for the matrimonial home.

25. I took care of the Petitioner (sic) three minor children and contributed towards the bills of the marital home during the course of the marriage."

ISSUE

[6.] The issue for the Court's determination as outlined in the Application is the determination of the property adjustment concerning the matrimonial home situate in Fentondale off Rahming Street, Fox Hill, New Providence.

[7.] The Parties relied solely on affidavit evidence and there was no request for cross examination of the same.

[8.] The parties both laid over written submissions on 21 August, 2026.

[9.] The Petitioner contends in his written submissions that the house was purchased prior to the marriage and should not be subject to an equal or substantial division in favour of the Respondent.

[10.] The Conveyance and mortgage documents for the property in question were not exhibited by the parties nor was any appraisal report for the value of the home laid before the Court.

THE LAW

[11.] Sections 27(1)(b) and (c) 28, and 29(1) of the Matrimonial Causes Act, Ch. 125 govern the issue of ancillary applications.

"27(1)(b) 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 –

…

(c) an order that either party to the marriage shall pay to the other such lump sum or sums as may be 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; subject, however, in the case of an order under paragraph (a) to the restrictions imposed by section 33(1) and (3) on the making of orders for a transfer of property in favour of children who have attained the age of eighteen.

(2) The court may make an order under subsection (1)(c) notwithstanding that there are no children of the family.

(3) Without prejudice to the power to give direction under section 71 for the settlement of an instrument by counsel, where an order is made under this section on or after granting a

decree of divorce or nullity of marriage, neither the order nor any settlement made in pursuance of the order shall take effect unless the decree has been made absolute.

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 that is to say –

(a) the income, earning capacity, property and to the 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 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 and responsibilities towards the other."

DISCUSSION AND ANALYSIS

[12.] Henry P in *Dean v Dean* 1991 BHSJ No. 164, from the Court of Appeal of The Bahamas defined family assets -

"… it is clear that it is not every capital asset acquired by the party to the marriage either before or during the subsistence of the marriage that will automatically become a family asset. The intention of the party acquiring the asset is vital if one of the spouses acquire a house and meets the purchase and furnishing expenses exclusively but nonetheless use the house as the matrimonial home, the house acquires the attribute of family assets because of the intention of the spouse in whom the legal ownership resides and because the house is being used for the benefit of the family as a whole."

[13.] From the evidence, the home was being used for the benefit of the family as a whole.

[14.] In *Roberts v. Roberts BS* 2007 SC 80 Lyons J stated —

"20. … the law in The Bahamas, as applied to the Matrimonial Causes Act, is that, where the property at issue is held only in the name of one of the parties, the other party must present to the court sufficient evidence of the expression of a common intention that the subject property was (or is) intended to be held jointly in such proportion as one agreed or determined by the court.

[15.] The Court of Appeal of The Bahamas in *Jupp v Jupp SCCR App No*. 37 of 2011 stated —

"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 continued 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 is practicable that they would have been in if the marriage had not broken down. The dividing of assets must be fair in its entirety. It is not the role of the judge to list the assets of the family and 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 same."

[16.] By section 29 of the Matrimonial Causes Act the court has to consider all the circumstances as outlined above —

"…so as 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 party had properly discharged his or her financial obligation and responsibilities towards the other."

[17.] In recent decisions it has been held that the purpose of the powers conferred by section 29 is to enable the court to make a fair financial arrangement on divorce.

[18.] In Dames v. Dames SCCiv App. No. 64 and 65 of 2021, Sir Michael Barnett, Kt, P at paragraph 37 stated –

"However, Matrimonial Causes Act section 29 (f) recognizes that "the contribution made by each of the parties to the welfare of the family" is a relevant consideration."

[19.] Taking the provisions of section 29 of the Matrimonial Causes Act into consideration —

(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

[20.] From the Petition filed on 15 August, 2025, the petitioner is employed as a Security Guard at Stuart's Cove. In the Respondent's Affidavit of Means, he is noted as a self-employed Contractor. There is no evidence of his salary.

[21.] The respondent is employed as a janitress at KFC Headquarters and earns a base monthly salary of $1,412.00.

(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

[22.] There is an outstanding mortgage to the matrimonial home. The mortgage is in the sole name of the petitioner. The petitioner has averred that he pays $2,800.00 every month.

[23.] The respondent resides at No. 3 Williams Court off Shirley Street and lists no liability for rent or mortgage. She lists her monthly expenses as $1,754.00 which exceeds her monthly income.

(c) THE STANDARD OF LIVING ENJOYED BY THE FAMILY BEFORE THE BREAKDOWN OF THE MARRIAGE

The evidence does not permit a sufficiently reliable finding concerning the family's standard of living before the breakdown of the marriage. I therefore draw no separate conclusion from this factor.

(d) THE AGE OF EACH PARTY TO THE MARRIAGE AND THE DURATION OF THE MARRIAGE

[24.] At the time of the marriage, the Petitioner was 58 years of age and the Respondent was 42. I take those ages, together with the duration of the marriage, into account.

(e) ANY PHYSICAL OR MENTAL DISABILITY OF EITHER OF THE PARTIES TO THE MARRIAGE

[25.] There is no evidence of 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.

[26.] The Respondent in her Affidavit of Means noted that she undertook two loans. The first was from Commonwealth Bank in the amount of $30,000.00. She stated that she borrowed $30,000.00 from Commonwealth Bank to purchase furniture for the matrimonial home and to pay outstanding bills for the matrimonial home including the house insurance for the matrimonial home. She exhibited a loan statement/printout that does not name a financial institution. The Note Amount noted on the printout is $19,660.74 with an outstanding balance of $18,554.14. The Note

is dated "11-12-25" with a maturity date of "11-12-32." This loan postdates the filing of the Petition on 15 August, 2025 and does not support her evidence of a $30,000.00 loan for the purposes mentioned in her Affidavit of Means.

[27.] In any event, the Respondent in her Affidavit in Response and in particular paragraph 13 noted that she "…did purchase the living (sic) set but the living room set got damage by one of the minor children. I advertised the living room set on facebook and a purchaser came to the home in the presence of myself and the Petitioner to pay for the same. The proceeds were share (sic) between both of us."

[28.] The Petitioner's version of the sale of the living room set is that: "The Respondent did purchase certain items for the matrimonial home, including a living room suite and a 55-inch television for the living room. However, within approximately three months of purchasing those items, the Respondent pawned them and retained the proceeds. Those items were never redeemed and are no longer in the matrimonial home. Throughout the marriage, it was a recurring occurrence that items purchased by the Respondent for the home were subsequently pawned or otherwise disposed of by her."

[29.] The second loan with the National Workers Credit Union was supported by a loan statement exhibited on the heading of that institution. The statement mentions, among other things, "Promotional Consumer (2018 Easy 10K Prom" with a current outstanding balance of $8,652.20. There is no evidence of when the loan was taken out. There is also no evidence of the initial loan amount nor the reason for the loan.

[30.] The Respondent also cared for the Petitioner's children during the marriage. The Petitioner stated that he paid her the sum of $200 to $250.00 per week as "…appreciation for her assistance with the children." The Respondent in her Affidavit in response acknowledges that she was provided with an allowance but stated that "During the marriage the Petitioner provided me with an allowance of two hundred dollars ($200.00) for approximately six (6) months only."

(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

[31.] There is no evidence that either party is entitled to pension benefits.

[32.] In Chisholm v. Chisholm ***SCCivApp No. 127 of 2020*** Sir Michael Barnett, P in referencing paragraph 2 of Sawyer v. Sawyer SCCivApp. No. 134 of 2014 , stated that:

> *"[24] In the case of a short marriage fairness may well require that the claimant should not be entitled to a share of the other's non-matrimonial property. The source of the asset may be a good reason for departing from equality. This reflects the instructive feeling that*

parties will generally have less call upon each other on the breakdown of a short marriage."

[33.] Counsel for the Petitioner relied on ***Smith v. Smith SCCivApp No. 141 of 2021*** which dealt with the merger of distinct and separate asset ownership. The same can be distinguished here as the parties have not merged prior separate assets. The only property in question is the home that they resided in for the duration of the marriage and which is the subject of this application.

[34.] The final case relied on by the Petitioner is ***Dames v. Dames SCCivApp Nos. 64 and 65 of 2021.*** That case can also be distinguished on the ground that the parties had materially greater financial integration and the mortgage payments were connected to joint financial arrangements. Counsel contends that those features were absent in the present matter. The Court accepts this position.

[35.] As stated *supra,* there is no evidence of the value of the home. The Petitioner in his Affidavit exhibited a mortgage account balance of $62,475.31 as at 8 May, 2026. No bank's name is noted on the printout. The short name on the exhibit is Kargail Romell E and there is notation of a disbursement in the amount of $126,350.00. In light of the same, it is not possible to ascertain the true equity in the property.

[36.] In support of his claim that the Respondent was demanding and demanded that he purchase a bedroom set, the Petitioner exhibited a statement from In-house Financing Limited in the name Romell Elliott Kargail in the loan amount of $4,037.04. There was no receipt of the purchase of a bedroom set and the loan document did not set out the reason for the loan.

[37.] The Court distinguishes between the existence of evidence of a contribution and the sufficiency of that evidence to justify the particular financial relief sought. The Respondent's affidavit evidence is evidence notwithstanding the absence of independent corroboration. Further, the Petitioner acknowledges that the Respondent purchased certain furniture and assisted with the care of his children. I therefore do not approach this application on the basis that the Respondent made no contribution to the welfare of the family. The disputed matters include the extent of her mortgage and household payments, the duration and significance of the allowance paid to her, and the circumstances in which household items were disposed of.

[38.] In considering the contributions factor in section 29(1)(f), as set out above, I take account of domestic care and household expenditure as contributions to family welfare. Their significance is not displaced merely because they were ordinary incidents of married life, nor do I treat the Respondent's accommodation in the home as automatically cancelling them out. The question is what relief, if any, those contributions justify when considered with the parties' resources, needs and responsibilities, the duration of the marriage, the source of the property and the remaining circumstances established by the evidence. Both parties accept that the Petitioner paid an allowance, but its duration is disputed. On the evidence before me, I am unable to reliably resolve that dispute. I therefore do not treat the allowance as establishing that the Respondent was

compensated throughout the marriage or as cancelling out her domestic contributions. For the purpose of assessing the relief sought, I take those contributions into account notwithstanding the allowance.

[39.] Both parties' accounts place the acquisition of the home before the marriage, although they differ in their description of how long before it was acquired. I distinguish the source of the property from its use during the marriage. As noted, it is agreed that its acquisition was before the marriage, and it is common ground that the parties used it as their matrimonial home. I take account of both circumstances. I do not treat premarital acquisition as resolving the application without consideration of the other circumstances addressed in this ruling.

[40.] The financial evidence does not provide a reliable basis for identifying the value or equity of the home, the reduction of mortgage principal during the marriage, or the extent of any improvement attributable to the Respondent. Neither the conveyance nor the mortgage documents were exhibited, and the account printout does not establish the property's equity. These omissions do not negate her domestic contributions, but they materially limit the conclusions that can be drawn about the financial foundation of the property claim. I do not infer from those omissions that the Petitioner has proved every aspect of his own account.

[41.] I have considered the Respondent's stated monthly income of $1,412.00 and monthly expenses of $1,754.00. Those figures indicate financial pressure and must not be treated as establishing that she has no financial needs. Although she lists no rent or mortgage liability, that omission does not, without further evidence, establish that her accommodation is secure or without cost.

[42.] The Petitioner's income is not established, and the evidence does not reliably establish the value or equity of the home. These limitations restrict my assessment of the parties' available resources and the financial effect of the orders sought. My conclusion is therefore confined to whether the evidence establishes a sufficient basis for the particular property transfer or home-related lump sum requested.

[43.] For the purpose of determining the application, I have taken into account the Respondent's account of domestic care and assistance with household expenses. The Court further accepts that some contributions to the mortgage were made but cannot establish their extent. Even allowing for those contributions, I am not satisfied, having regard to the premarital source of the home, the short duration of the marriage, the deficiencies in the property and borrowing evidence, and the financial circumstances found above, that the transfer of any part of the home or a lump-sum payment in respect of it is justified. The refusal of relief rests on that combined assessment, rather than on the absence of receipts alone or on a view that domestic contributions are immaterial.

[44.] The Respondent's request that the Petitioner pay half of her borrowing requires separate consideration. The fact that the loans were in her sole name does not establish their purpose, just as her assertion that they were incurred for the family does not establish the extent to which the

proceeds were applied for that purpose. The exhibited note does not substantiate the claimed $30,000.00 advance, and its date does not establish expenditure during the period alleged. The credit-union statement establishes an outstanding balance but does not establish the original advance, its date or the application of its proceeds.

[45.] Taken together with the conflicting affidavit accounts, the deficiencies in the documentary evidence leave me unable to identify a sufficiently established amount of family-related borrowing for which a payment by the Petitioner would be justified. I therefore dismiss the Respondent's request that the Petitioner pay half of the loans. This conclusion does not amount to a finding that the borrowing was exclusively for her personal benefit. It concerns only the financial adjustment sought between these parties and does not determine their obligations to their lenders.

CONCLUSION AND DISPOSITION

[46.] For the reasons given above:

(a) The Respondent's application for a property-adjustment order concerning the matrimonial home is dismissed.

(b) Her request for a lump-sum payment in respect of that home is dismissed.

(c) Her request that the Petitioner pay half of the loans identified in her affidavit is dismissed.

(d) Each party shall bear their own costs.

Dated the 20th day of November, A.D., 2026

____ORIGINAL SIGNED AND PLACED TO FILE___

The Honourable Madam Justice Cheryl Bazard KC