



**IN THE SUPREME COURT OF BERMUDA
DIVORCE JURISDICTION
2022: No. 92**

BETWEEN:

B

Petitioner/Wife

-and-

B

Respondent/Husband

REASONS

Before: **Hon. Alexandra Wheatley, Acting Puisne Judge**

Appearances: **The Petitioner, In Person**
The Respondent, In Person

Date of Hearing: **3 June 2024**
Date of Submissions: **4 June 2024**
Date of Order: **13 June 2025**
Date of Reasons: **4 September 2026**

INDEX

*Substantive Application for Ancillary Relief; Spousal and Child Maintenance; Backdating of
Spousal and/or Child Maintenance; Division of Limited Assets; Fairness; Needs; Costs*

REASONS of Acting Justice Alexandra Wheatley

THE ORDER OF 17 JUNE 2025

1. On 13 June 2025, the Court issued its substantive ancillary relief order (**the Ancillary Relief Order**) after hearing the Petitioner's (hereinafter referred to as '**the Wife**') application for ancillary relief (**the Wife's Ancillary Relief Application**) wherein, she is seeking, *inter alia*, the following orders:
 - (i) Child maintenance to include backdating to August 2022 which is when she says the Husband ceases paying anything towards the children's ongoing expenses;
 - (ii) Spousal maintenance;
 - (iii) Division of family assets within the former matrimonial home (**the FMH**);
 - (iv) 50% of the joint investment account;
 - (v) Costs.
2. The Ancillary Relief Order also administratively considering the Respondent's (hereinafter referred to as '**the Husband**') application for ancillary relief which was filed on 20 June 2024 (**the Husband's Ancillary Relief Application**).
3. These are the Court's reasons for making the Ancillary Relief Order which were made in the following terms:

- "1. The Husband shall provide the Wife with the following contents of the former matrimonial home within seven days from the date hereof: (a) the green couch; (b) two twin size mattresses; (c) one television; (d) the children's PCs and Xbox game consoles; (e) the children's school and football medals and trophies; (f) 36 grams of gold in karat bars; (g) the Breville mixer; (h) the football jersey given to Preston to hand deliver to Buckswood School on behalf of the police officer's oldest son; and (i) any remaining clothes or belongings of the Wife and/or the children.*
- 2. In relation to the household items in paragraph 1 above, the Husband shall arrange the necessary transportation of those items to the Wife and shall pay the transportation costs.*
- 3. The Wife shall transfer her interest in the family car to the Husband upon the Husband paying the Wife a lump sum of \$13,966.03, representing her one half share in its net value, within sixty days from the date hereof. Thereafter, the Husband shall retain the car absolutely, free from any claim by the Wife, and shall indemnify the Wife against any claim concerning it.*
- 4. The Husband shall pay the Wife a lump sum of \$14,000, representing one half of the value of the Husband's investment account. The sum shall be paid within ninety days from the date hereof.*
- 5. Child maintenance shall be backdated for the period from 12 October 2022 to 1 May 2023 at the rate of \$300 per week. The total amount owed for this period is \$8,400. It*

shall be paid either by lump sum or by adding \$50 per week to the Husband's current weekly child maintenance payment of \$400 by attachment of earnings. The additional payments shall commence when the current backdated payments for the period 1 May 2023 to 19 September 2023, of which the remaining balance was \$2,685, have been paid in full, and shall continue until the further backdated sum has been paid in full.

6. *The Husband shall continue to pay child maintenance at the rate of \$400 per week by attachment of earnings until further order of the Court.*
7. *The Husband shall reimburse the Wife one half of the cost of Preston's airfare for flights purchased from the filing of the divorce petition through to the date of the hearing. The total cost of those flights is \$7,742.30. The Husband shall therefore pay the Wife \$3,871.15 within fourteen days from the date hereof.*
8. *The Husband's application is dismissed.*
9. *The terms of this order are in full and final satisfaction of: (a) all claims for capital, including lump sum payments, transfers of property and variations of settlements; (b) all claims in respect of each other's pensions; (c) all claims concerning the contents of the former matrimonial home and personal belongings; (d) all claims against each other's estate on death; and (e) all other claims of any nature which one may have against the other as a result of their marriage, whether in Bermuda or any other jurisdiction.*
10. *The costs awarded to the Wife for her application requiring the Husband to produce the children's passports, pursuant to the order dated 6 January 2023, are summarily assessed at \$6,000.*
11. *The costs awarded to the Wife for her application for interim child maintenance, pursuant to the order dated 19 September 2023, are summarily assessed at \$10,000.*
12. *The costs referred to in paragraphs 10 and 11 above shall be paid by the Husband to the Wife within sixty days from the date hereof.*
13. *The outstanding \$3,000 owed by the Husband under the order dated 23 January 2024 shall be paid to the Wife within two days from the date hereof. If the sum is not paid within that period, it shall be paid by a further attachment of earnings against the Husband's salary at the rate of \$1,000 per month for three months. The Wife shall advise the Court at the conclusion of the two day period whether the sum has been paid."*

BACKGROUND

4. The parties married on 2 August 2013 and separated in or around September 2021. The Petitioner, referred to in these reasons as the Wife, filed a petition for divorce on 12 October 2022. The petition was amended on 23 February 2023. A Decree Nisi was pronounced on 19 May 2023 and

made absolute on 16 August 2023. The marriage therefore lasted approximately ten years. The parties had lived together as spouses for approximately eight years when they separated.

5. There are two children of the family. They were aged sixteen and nine at the time of the hearing. The Wife had sole care and control of the children during the material period. Their housing, maintenance, education and transport needs form an important part of the factual setting in which the Court must exercise its discretion.
6. On 19 September 2023, the Court determined the Wife's application for interim child and spousal maintenance (**the Interim Maintenance Order**). The Court's *Ex-Tempore* Ruling (**the Ex-Tempore Ruling**) is reproduced in full below:

"Having considered the affidavit evidence of the parties, it is clear to me that [the Husband] has the ability to pay the minimum of \$400 per week for interim maintenance for the children and [the Wife]. [The Husband's] non-compliance of the previous Court order was a blatant disregard for the Courts and the children as he admitted he currently has \$2,000 in this HSBC account. [The Husband's] monthly expenses amount to approximately \$6,800 and he earns approximately \$8,000 net, per month; however, [the Husband's] spending habits appear to be irresponsible when it comes to his obligation to pay maintenance for his children and former spouse. [The Husband] admitted he travelled in May of 2023 and spent his bonus money which included \$2,250 on a tattoo. [The Husband] stated that he deserved the trip because he had not been away in five years and had not seen his family in nine years.

I accept the expenses that [the Wife] has submitted as it relates to the household which amount to approximately \$4,300 per month. I have not addressed or included in this determination the payment of the children's private school fees (both current and outstanding).

As I have stated in previous appearances, [The Husband] has an obligation to pay maintenance for his children and his former spouse. [The Husband] was also advised to seek legal advice as it relates to these obligations.

Therefore, I order that [The Husband] pay the \$900 of arrears of maintenance by end of day today; thereafter, [The Husband] shall pay \$400 per week by way of an attachment of earnings for interim child and spousal maintenance until further order of the Court. The [Wife] has asked that this order be backdated to the date of the filing of the Petition. For the purposes of interim maintenance, it shall be backdated to 1 May 2023 at the rate of \$300 per week. This shall be paid by paying an additional \$50 per week to the current \$400 per week payments or can be paid via a lump sum payment if the [Husband] chooses to do so.

The costs of this application shall be to the [Wife] to be taxed if not agreed."

7. The Wife's Ancillary Relief Application was heard on 3 June 2024. Final submissions were made on 4 June 2024. During the hearing, the Wife also sought reimbursement of one half of the direct expenses associated with the elder child's overseas education. Her claim included airline tickets, school supplies and related expenditure. At the hearing she presented invoices for airline tickets

totalling \$13,892.40 and sought one half, namely \$6,946.20. The documents ultimately accepted for flights purchased between the filing of the divorce petition and the hearing totalled \$7,742.30. The resulting one-half share is \$3,871.15.

8. As previously noted in paragraph 2 above, after the hearing of the Wife's Ancillary Relief Application, the Husband filed his own notice of intention to apply for ancillary relief. The Husband's Ancillary Relief Application sought the following relief:
 - (i) a division of the Wife's interest in her family homestead (**the Wife's Homestead**);
 - (ii) payment by the Wife of past rent said to have accrued after she left the former matrimonial home in 2021;
 - (iii) one half of expenses for the children while they lived with him;
 - (iv) repayment of funds allegedly taken from a joint account in 2020;
 - (v) responsibility for school fee arrears;
 - (vi) one half of the education loan;
 - (vii) removal of travel restrictions;
 - (viii) waiver of spousal maintenance; and
 - (ix) costs.
9. The timing of the Husband's application is material. It was only during the Wife's submissions on 4 June 2024, when she verbalised her request for maintenance to be backdated, that the Husband first stated, "*the Wife's family house should be considered. She brought this into the marriage so it's a marital asset*". The Husband further stated that any lump sum he might receive from that asset could be "*set-off against the debts for the kids*".
10. At that point, the Court reminded the Husband that he had previously accepted that the Wife's Homestead was not an asset to be taken into account for the purposes of determining ancillary relief. Upon reviewing the Court file, the Court's notes record that, at a directions hearing on 19 December 2023, the Husband stated that he made no claim against the Wife's pre-marital interest in her family's homestead. He accepted that it was her family home and that her interest predated the marriage. He changed that position only after the Wife had made her final submission in the Wife's Ancillary Relief Application on 4 June 2024. By then, the evidential stage of the Wife's Ancillary Relief Application had concluded, and the issue of the Wife's Homestead had not previously been raised. The Wife indicated in reply that, on the basis of the Husband's earlier position, she had not pursued any challenge as to whether the Husband held overseas assets in his home country, nor had she questioned whether he had received any inheritance following his grandmother's recent passing. Accordingly, she had not challenged the Husband's verbal confirmation, which was not given under oath, that he held no assets overseas.

THE ASSETS AND LIABILITIES

11. The parties have limited assets. The FMH was rented. There is therefore no matrimonial equity in that home for distribution. The relevant tangible property consists principally of its contents, the family vehicle, and the Husband's investment account. The contents of the FMH consisted of items such as, woodworking tools, two professional cameras and lenses, a motorcycle, household appliances, furniture, electronic devices, personal effects, and 36 grams of gold in karat bars.

12. The Wife has held an interest in the Wife's Homestead jointly with three family members since she was approximately twenty-three years old. Her evidence was that she had made no financial contribution to that property. Her parents had paid and continued to pay its mortgage. She had not received rental income from the apartment units. As noted in paragraphs 9 and 10 above, the Husband had initially accepted that the Wife's Homestead was non-matrimonial property and expressly renounced a claim against it. Conversely, the Wife made no claim against any real or other property in which the Husband might have a legal or beneficial interest overseas.
13. The family car is a Kia Niro purchased in 2019 for approximately \$45,000. At the hearing, the outstanding vehicle loan was \$14,733.20. The Wife produced a 2023 insured value of \$31,888.03. The Husband disputed that value but provided no alternative valuation evidence. Allowing a ten per cent reduction to reflect the 2024 value produces \$28,699.23; thereafter, deduction of the outstanding loan, the net value adopted for the purpose of the order is \$13,966.03.
14. The vehicle loan also included borrowing originally obtained to pay the children's private school fees. The principal sum borrowed for that purpose was \$20,000. At the hearing, the outstanding education loan balance was \$14,595.23. The evidence also identified school fee arrears of approximately \$47,000 owed to Somersfield Academy and further sums owed to Buckswood School in the UK.
15. The history of the vehicle was contentious. The Husband ceased making the full monthly loan payment. His position was that the Wife had use of the car after leaving the former matrimonial home and should pay one half. On more than one occasion, the Wife was unable to license and insure the car because of her financial position. The Husband declined to assist despite the Wife having sole care and control of the children. Her family later gave her a second-hand car, although that vehicle also required licensing and insurance.
16. By an order made on 23 January 2024, after the Husband failed to attend and failed to provide ordered bank disclosure, adverse inferences were drawn. The Husband was ordered to transfer \$3,000 to the Wife by 26 January 2024 so that the Kia Niro could be licensed and insured. The sum was to be considered at the final ancillary relief hearing. He was also ordered to disclose the investment account at IFP, its balance, and the options for encashment. In default, the Wife was given leave to obtain the information directly from IFP.
17. The vehicle was later repossessed because of loan arrears. On 27 March 2024, the Husband was ordered to pay the loan arrears immediately and to comply with the outstanding order to transfer \$3,000 to the Wife. The parties were thereafter to contribute equally to the monthly vehicle payments. Subsequent orders addressed the Husband's continued non-compliance. The \$3,000 remained outstanding at the time of the substantive determination.
18. The Husband later advised the Court, on the day after he had given sworn *viva voce* evidence, that he had contacted the bank and the car was again in his possession. The vehicle had been directly addressed in his evidence the previous day. He did not then tell the Wife or the Court that he had arranged for its return. This was a material change in the position concerning the principal tangible asset and his omission affected the Court's assessment of his candour.
19. The Husband's untruthfulness and his repeated non-compliance with Court orders requiring payment to the Wife demonstrate a clear pattern of financial abuse against the Wife. This was not an isolated failure to pay or a single instance of poor communication. The Husband was aware

that the Wife had sole care and control of the children, that she was meeting the household and children's expenses from limited and unstable resources, and that the Court had made orders intended to secure immediate financial support. Despite that knowledge, he failed to comply with payment obligations, remained in default of sums ordered to be paid, and withheld material information about the status of the vehicle. His conduct had the practical effect of depriving the Wife of funds and information necessary to meet the children's needs and to participate fairly in the ancillary relief proceedings. In those circumstances, the Court treats the Husband's non-compliance and lack of transparency as relevant to the assessment of the parties' financial positions.

20. The Husband's investment account had a value of approximately \$28,000. The evidence was that immediate surrender would produce only about \$4,000 net because of penalties. The parties had agreed that the account would be placed in their joint names, but the Husband opened it in his sole name. He explained that the Wife had not attended the meeting at which the documentation was signed. He nevertheless accepted that joint ownership had been intended.
21. The Wife identified a number of household and personal items which she sought to recover. These included mattresses purchased when she left the home with the children, the family's green couch, televisions, the children's computers and Xbox consoles, school and football medals and trophies, kitchen appliances, the Wife's and children's clothes and belongings, a football jersey entrusted to the elder child for delivery to Buckswood School, and 36 grams of gold. During the hearing, the Husband agreed that the Wife could have the green couch, the children's school and football medals and trophies, one television, the Breville mixer and the 36 grams of gold.
22. There was disagreement about other items. The Husband said that the Breville juicer had been sold and that he needed the microwave. He did not wish to sell woodworking tools which he said he used. He said the sewing machine was broken. The evidence concerning the two cameras and lenses was disputed. The Wife said that two lenses existed when she left the home and that any additional lenses had been acquired after separation. The asset schedule estimated woodworking tools at \$5,000 and the cameras and six lenses at up to \$12,000, but there was insufficient reliable valuation evidence on which to make a separate monetary award for those items.

INCOME, EARNING CAPACITY AND NEEDS

23. The Husband received a salary increase in 2024. His net monthly salary was approximately \$8,200. He received a bonus of \$7,000 in 2023 and \$9,000 in 2024. When the 2024 bonus is spread across the year, his average net monthly resources were approximately \$8,950. His income was stable and substantially greater than the Wife's income at the time of the hearing.
24. The Husband rented a property for approximately \$3,700 per month. In the Court's assessment, he had not demonstrated need to retain accommodation at that cost after separation. The expense could have been reduced materially. This was consistent with the concern expressed at the interim maintenance hearing about his spending priorities. The parties' limited resources required both of them to control discretionary expenditure and give priority to the children's needs.
25. The Wife had previously worked at Hamilton Re and earned approximately \$10,350 net per month. At the hearing, her income from a website design business was inconsistent. She had one client

who paid \$2,500. Two clients were paying \$250 per month under payment plans for fees of \$2,500 each, with seven months of payments remaining. She had also received \$4,800 from a high value client in September 2023. She had actively sought other employment, including positions outside her established career field.

26. The Wife said that domestic violence by the Husband caused her to resign from her former employment and left her unable to work for a period. The Husband criticised her resignation and her failure to secure employment at her previous salary. Whatever the disputed background to the resignation, the financial reality at the hearing was that the Wife's present income was irregular, while the Husband's salary and bonus income were stable. Her former salary remained relevant to earning capacity, but it was not income then available to meet current needs.
27. The Wife's rent was \$2,300 per month. She had previously accrued rent arrears of approximately \$13,300. She used the pension hardship scheme to clear those arrears and to pay six months' rent in advance. The sums were paid directly to the landlord. The evidence also recorded \$27,600 paid directly to the landlord and that the Wife resumed monthly rent payments in May 2024.
28. The Wife received shares through her former employment and sold them in or around April or early May 2024 for approximately \$8,000. She used those funds for the household and the children's expenses. Family members also assisted with airfare, football boots, groceries and electricity. She had a personal line of credit of \$5,000. Assistance from family and resort to capital and credit did not remove the Husband's primary obligation to contribute appropriately to the children's maintenance.
29. The Wife's evidence addressed ordinary living expenses, school items, uniforms, football and medical costs, travel for the elder child, transport, licensing and insurance. The Husband accepted during the Wife's cross-examination that the expenses she presented were reasonable. That concession is important. The dispute was therefore less about the existence of the needs and more about how responsibility for them should be allocated.

THE LAW

28. Section 27 of the Matrimonial Causes Act 1974 (**the Act**) identifies the financial orders available following dissolution of a marriage. In deciding whether and how to exercise those powers, the Court must consider the matters in section 29(1) of the Act. They include each party's income, earning capacity, property and other financial resources; financial needs, obligations and responsibilities; the standard of living during the marriage; the age of each party and duration of the marriage; any physical or mental disability; contributions to the welfare of the family, including homemaking and caring; and the value of benefits, including pension benefits, lost by reason of divorce.
30. Because the application concerns child maintenance, section 29 (2) of the Act also applies. The Court must have regard to all the circumstances, including the child's financial needs, income or other resources, any physical or mental disability, the family's former standard of living, and the manner in which the child was being, and was expected to be, educated or trained. The statutory aim is, so far as practicable and just, to place the child in the financial position which would have existed if the marriage had not broken down and both parents had properly discharged their

obligations.

31. The central objective in the distribution of assets is fairness. In *White v White* [2001] 1 AC 596, the House of Lords explained that there must be no discrimination between the parties' respective roles. Where each has contributed in a different sphere, there is no principled basis for favouring the money earner over the homemaker and child carer. Equality is a useful cross-check against discrimination, although it does not displace the statutory factors.
32. In the seminal case of *Miller v Miller; McFarlane v McFarlane* [2006] UKHL 24 confirms that fairness is informed by needs, compensation and sharing. Needs arise from the relationship of interdependence created by marriage. When the marriage ends, the available assets must first be applied to housing and financial needs, taking account of age, earning capacity, the former standard of living and any disability. Most needs will be marriage generated, although not every need must be. 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 housing and financial needs, having regard to the circumstances of the particular family.
33. In *C.R.M.R. v K.L.R.* [2019] SC (Bda) 7, the former Chief Justice Narinder Hargun confirmed that the objective of ancillary relief proceedings in Bermuda is a fair outcome. The Court should apply the principles expressed in *White* and *Miller*. The Court must apply those principles through the specific statutory factors and on the evidence before it.

THE WIFE'S POSITION

34. The Wife's position was that the financial consequences of the separation fell disproportionately upon her. She had sole care and control of the children, unstable income, rent and household expenses, and substantial education and travel costs. She said that the Husband had withheld both child and spousal maintenance when she was unemployed, despite having the means to contribute.
35. She sought continued maintenance, a further backdating of child maintenance, reimbursement of one half of eligible airfare for the elder child, her share of the car and investment account, return of identified household and personal property, enforcement of the outstanding \$3,000, and the costs previously awarded to her. Her objective was to end the parties' financial entanglement, apart from the continuing obligation to maintain the children.
36. In relation to the Wife's Family homestead, the Wife relied on the fact that her interest predated the marriage, that she made no financial contribution to its acquisition or mortgage, that her parents met the mortgage, and that she received no rental income. She also relied on the Husband's express statement on more than one occasion before the substantive hearing that he made no claim against it along with her position not to challenge any legal or beneficial assets the Husband may have overseas.

THE HUSBAND'S POSITION

37. The Husband maintained that, now that the parties were divorced, he could not afford two

households. He criticised the Wife for leaving her former employment and for not replacing her prior salary. He objected to being required to contribute to the elder child's overseas education. His case was that the parties could not afford private tuition in Bermuda, still less overseas boarding school expenses.

38. His later application sought affirmative relief against the Wife. It included a share of her interest in the family homestead, past rent on the former matrimonial home, expenses for periods when the children lived with him, repayment of funds allegedly taken from a joint account in 2020, allocation to the Wife of school fee arrears and one half of the education loan, removal of travel restrictions, waiver of spousal maintenance and costs.
39. The Husband wished to retain the car. He also opposed encashment of the investment account because surrender would substantially reduce its value. In relation to the household contents, he agreed to return some items but disputed the availability, ownership or value of others.

FINDINGS AND ANALYSIS

40. This is principally a needs case involving limited assets. There is no matrimonial home with equity to divide. The Court must reach a fair outcome from a modest pool while protecting the children's continuing maintenance. Both parties' housing needs are met.
41. The Husband has stable earnings and access to annual bonuses. The Wife's current earnings are variable. She has met needs by using pension funds, selling employment shares, drawing credit and accepting help from family.
42. The conduct recorded in the ex-tempore ruling of 19 September 2023 is the first documented example before this Court of the Husband's financial abuse of the Wife. He withheld maintenance when the Wife was unemployed and had sole care and control of the children. He did so despite having the means to contribute and despite a previous order of the Court. At the same time, he retained funds in his bank account and chose to spend a substantial part of his bonus on travel and a tattoo. This was not merely poor budgeting. It was the deliberate withholding of financial support from the Wife and children while the Husband maintained control of resources which should have been applied to their needs. It placed the Wife in a position of financial dependence and compelled her to meet the household and children's expenses without the contribution to which she was entitled.
43. The Husband's submission that he cannot maintain two households must be considered against his own expenditure. A rental commitment of approximately \$3,700 per month was not shown to be necessary. His decision to spend \$2,250 on a tattoo and to travel while withholding maintenance was a clear example of discretionary expenditure taking priority over family obligations. The \$400 weekly maintenance order was within his means and must continue as child maintenance until further order.
44. The Court is satisfied that child maintenance should also be backdated for the period from 12 October 2022, when the divorce petition was filed, to 1 May 2023, the commencement date used in the interim maintenance order. At \$300 per week, the amount is \$8,400. To avoid an unmanageable immediate burden, it may be discharged by lump sum or by an additional \$50 per

week after the existing arrears for 1 May to 19 September 2023 have been paid. The remaining balance of those existing arrears was \$2,685 when the substantive order was made.

45. The Wife also proved eligible airfare expenditure of \$7,742.30 for the elder child between the filing of the petition and the hearing. The child's overseas schooling was disputed, and the Court does not make the Husband generally responsible for all past or future overseas education costs. It is nevertheless fair, having regard to the child's needs, the parents' resources and the travel actually undertaken, that the Husband reimburse one half of the proved airfare, namely \$3,871.15.
46. The car should be retained by the Husband. This reflects the practical position that it returned to his possession and avoids the cost and uncertainty of a forced sale. The 2023 insured value is the best objective evidence before the Court. Applying the ten per cent reduction and deducting the outstanding vehicle loan results in a net value of \$13,966.03. The Wife shall transfer her interest after the Husband pays that sum to her. He shall then hold the vehicle free of her claims and indemnify her against liabilities relating to it.
47. Immediate surrender of the investment account would destroy most of its value. It would be unfair and economically wasteful to require closure merely to produce a small net sum. Equally, it would be unfair to leave the Wife without the benefit of the equal interest the parties intended her to have. The appropriate solution is for the Husband to retain the account and pay the Wife \$14,000, representing one half of its stated value, within ninety days.
48. The identified contents and personal effects must be returned. The final list reflects the Husband's concessions, items connected to the children, the Wife's personal property and the 36 grams of gold. The Husband has retained control of the FMH and its contents. It is therefore appropriate that he arrange and pay for transport to the Wife.
49. The Wife's interest in the Wife's Homestead is non-matrimonial property acquired long before the marriage. There was no evidence that the parties treated it as a matrimonial resource, that the Wife derived an income from it, or that the Husband contributed to its acquisition, preservation, mortgage or improvement. The Husband had expressly accepted at an earlier directions hearing that he made no claim against the Wife's pre-marital interest in that property. That concession was consistent with the evidence and with the Wife's reciprocal position that she did not pursue any claim against any legal or beneficial interest the Husband might hold overseas. His attempt to reverse that position only after the Wife's application had been fully heard was unsupported by evidence.
50. The Court is satisfied that there is no merit in the Husband's claim to the Wife's Homestead. It was not a matrimonial asset available for division, it did not meet any established need of the Husband, and both parties already had their respective housing needs met by their rental accommodation. To accede to the Husband's late claim would produce an unfair outcome and would be inconsistent with the needs-based nature of this case.
51. The balance of the Husband's Ancillary Relief Application also lacks merit. His claims for past rent, expenses for periods when the children lived with him when the Mother left to FMH due to the domestic violence inflicted against her by the Husband, repayment of alleged withdrawals from a joint account, and allocation of school debts were bound to fail. He did not produce a coherent

schedule, documentary proof, or a principled basis on which the Court could quantify or allocate those claims when he had ample opportunity to produce this evidence within the affidavits he submitted to the court in response to the Wife's Ancillary Relief Application. His attempt to file a later claim after the substantive hearing of the Wife's Ancillary Relief Application amounts to an abuse of the Court's process.

52. Additionally, some issues such as the rent for the FMH and the repayment of funds allegedly taken from a joint account in 2020 related to ordinary family expenditure incurred during or shortly after the parties' relationship and could not fairly be converted into retrospective claims against the Wife during her period of unemployment.
53. In relation to the school fee arrears and education loan, the evidence demonstrated that those liabilities arose in the context of the children's education and the parties' shared parental responsibilities; in any event, the Court has no jurisdiction under the Act to allocate debt.
54. The request to remove travel restrictions concerning the children was not properly a claim for financial relief in these ancillary relief proceedings. Likewise, the waiver of spousal maintenance added nothing material. Taking the Husband's application as a whole, it was a clear abuse of process and to grant him the relief being sought would be inconsistent with the fair distribution of limited resources in a needs case such as this. The Husband's Ancillary Relief Application is therefore dismissed.
52. The Husband's non-compliance history is relevant to enforcement and costs. He repeatedly failed to comply with maintenance and disclosure orders. He remained in default of the \$3,000 ordered on 23 January 2024 and again directed to be paid on 27 March 2024. His assertion that repossession of the car released him from that order was wrong. Only the Court could vary or discharge it.
51. The Husband also withheld material information about the return of the car while giving evidence about that very asset. This was not a minor omission. It concealed a change which bore directly on possession, value and the practical form of relief. The Court finds that his failure was deliberate and that his evidence on this issue was not candid.
52. Taken together, the evidence shows that the Husband understood the financial pressure on the Wife and children but failed to give their maintenance priority. He withheld child and spousal maintenance when the Wife was unemployed and had sole care and control. He repeatedly failed to comply with orders and withheld critical information concerning the car. These findings justify firm time limits and an attachment of earnings mechanism if the outstanding \$3,000 is not paid promptly.
53. The parties require finality. In light of the history of conflict, a clean break is appropriate in relation to all capital, pension, property, estate and other marital claims. That clean break does not and cannot extinguish the children's right to maintenance. The continuing \$400 weekly payment is therefore preserved until further order.

COSTS

54. The Wife was awarded the costs of her application which resulted in the order dated 6 January 2023 requiring the Husband to produce the children's passports. A bill of costs filed on 12 June 2025 stated a higher sum. To avoid further taxation proceedings and expense, those costs are summarily assessed at \$6,000.
55. The Wife was also awarded the costs of the interim maintenance application determined on 19 September 2023. She had been legally represented from January 2023 through that hearing. Interim maintenance remained unresolved during a period in which care and control proceedings were also active. The Husband's position that he should pay no child or spousal maintenance was unreasonable. To achieve proportionate finality, those costs are summarily assessed at \$10,000.
56. The total costs payable under those two earlier awards are therefore \$16,000. The final order requires payment to the Wife within sixty days. This method and period of payment replace the provisional references in the unfinished draft to direct payment to former attorneys within seven days.

CONCLUSION

57. For these reasons, the Court granted the Wife relief, dismissed the Husband's application, and gave effect to the clean break and enforcement provisions contained in the substantive ancillary relief order issued on 17 June 2025.

DATED this 4th day of September 2026



ALEXANDRA WHEATLEY
ACTING JUSTICE OF THE SUPREME COURT