

CAYMAN ISLANDS / JUDGMENT

ST v MM

Source: judicial.ky · Research copy typeset by Esheria. Not court-issued or certified.

FAM0 051/2016 Page 1 of 47 2026-09-02 This Judgment was delivered in private, but the Judge hereby gives leave for it to be published. Neutral Citation Number: [2026] CIGC (Fam) 12 IN THE GRAND COURT OF THE CAYMAN ISLANDS FAMILY DIVISION CAUSE NO: FAM 51 OF 2016 BETWEEN: ST PETITIONER AND: MM RESPONDENT Appearances: The Petitioner and the Respondent in Person Before: Hon. Mr. Justice Richard Williams Heard: 21-22 May 2026 Parties' Written Submissions filed: 10 July 2026 Judgment Delivered: 2 September 2026 Financial provision - ancillary relief - variation/discharge spousal maintenance order agreed in Consent Final Ancillary Relief Order JUDGMENT The introduction and the application 1. This hearing relates to an application made by the Petitioner 'husband', ST, to discharge or vary an order for spousal maintenance agreed in a now dated ancillary relief consent order ("the Consent Order").¹ The Respondent 'wife', MM, opposes the application and says that there should be no variation made to the maintenance order as (i) the order is an unconditional open ended order and/or (ii) her needs require the continuation of the present order. MM contends that "the amount of maintenance paid has not exceeded what is fair and necessary" especially as she is "not self- 1 See paragraph 32 below. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 2 of 47 2026-09-02 sufficient". There are no relevant children. I shall hereafter refer to the parties as ST and MM respectively. 2. ST's application is brought by his Amended Summons² dated 10 December 2025 ("the Amended Summons"). The relevant parts of the Amended Summons are: "1. That with effect from the date of this Summons the spousal maintenance provision in paragraph 6 of the Final Ancillary Consent Order dated 25 July 2016 (the "Ancillary Order") be terminated and the Petitioner be granted a full and final discharge of his payment obligations thereunder. 2. Alternatively, and without prejudice to the primary relief sought under paragraph 1 above, that paragraph 6 of the Ancillary Order shall continue in full force and effect until 31 May 2026 and thereafter paragraph 6 of the Ancillary Order shall be varied as follows: "The Petitioner shall pay to the Respondent (i) the sum of USD2,000 (two thousand US dollars) monthly on or around the 25th day of each month for 12 months from 25 June 2026 and to 25 May 2027 and thereafter (ii) the sum of USD1,000 (one thousand US dollars) monthly on or around the 25th day of each month for 12 months from 25 June 2027 and to 25 May 2028 following which, upon the Petitioner having made payment of such sums in full, the spousal maintenance obligations of the Petitioner under this Order shall terminate with immediate effect." 3. In relation to his application in the Summons concerning the spousal maintenance payments, ST contends that: "The total amount of these payments has gone well above and beyond what is fair, just and necessary in all the circumstances, and that there should be a 'clean break' now, almost a decade after the breakdown of our marriage of eight years." He says that:

“The original purpose of these payments was more than been achieved long ago” and that “the maintenance order is unduly limiting my ability to move on with my life and to secure my own financial future including to through retirement planning.” 2 ST’s original Summons was filed on 29 November 2025. The Amended Summons introduced additional, alternative relief: namely a phased reduction and termination of maintenance by 25 May 2028. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 3 of 47 2026-09-02 The hearing 4. Between April to September 2024 there was an exchange of messages between the parties relating to ST’s request that there should be a review of the financial arrangements set out in the Consent Order. In late 2025 ST made an open offer to settle on the basis that he pays time limited maintenance for 2 years, with the sum being US\$2,000/month for the first 12 months, then reducing to US\$1,000/month for the next 12 months. On 8 November 2025 MM counter offered that there could be a cessation of maintenance if ST paid her a lump sum of US\$300,000 to enable her to buy an apartment. ST rejected that counteroffer, highlighting: (i) that the sum was not required to enable MM to adjust to a no maintenance regime; and (ii) if he paid that sum MM would have in effect received payments totalling more than the entire value of the matrimonial assets following only an eight-year marriage. No agreement could be reached, so ST issued a summons. The parties attended mediation which was not successful. Therefore, a contested hearing was required. That hearing was spread over two days, namely 21 and 22 May 2026. This is my Reserved Written Judgment given after consideration of the parties’ oral and filed written evidence.³ I have reviewed the produced cases and the contents in the core and authorities bundles. I have also reviewed the parties’ written closing submissions filed on 10 July 2026. I have had to treat some of the content in MM’s written closing submissions⁴ with caution because she has inappropriately sought to introduce new evidence⁵ that was not placed before the Court at the hearing. The parties 5. ST is a 47-year-old male. He has British nationality and he has permanent residence in the Cayman Islands. He is an attorney. 6 He has been in a relationship for about 7-8 years with his present partner who is aged approximately 51 and who has an almost 17-year-old son from a previous relationship. They partly-cohabit and have their own independent properties. ST says that his retirement age is likely to be when he reaches 55 but adds that it may occur sooner as he “has certain chronic work – related other health conditions”. ST said that in 2018 he was diagnosed as having high triglycerides, high cholesterol and fatty liver disease and that his doctor has since warned him that he may have to go on medication to reduce the risk of suffering pancreatitis. ST highlighted that his lipids/liver issue has had a major detrimental impact on his career progression because 3 This includes the evidence of Ms. A who ST called as an expert witness. See paragraph 59 below. 4 MM’s written closing submissions are headed “Final Summary”. 5 Examples of this new post-hearing evidence are (i) the content under the heading “payment of Lump Sum and Maintenance” where she refers to communications and materials she sent to ST 10 days prior to filing her closing submissions and (ii) the post hearing evidence she seeks to introduce under the heading “My Monthly Expenses” based on a visit she made to an online store in Cuba after she returned there following the hearing. 6 ST qualified as a solicitor in 2005. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 4 of 47 2026-09-02 promotion to partner depends heavily on client work generation which he says involves regular heavy drinking with clients and contacts. ST says he also suffers from chronic neck pain due to his desk job, and he has chronic pain in his right arm due to computer usage. He says he is receiving treatment for the neck and arm issues which he has to pay for as they are not covered by insurance. These ailments mostly appear to be age commensurate for a person working long hours in an office environment who does not regularly exercise. Despite the above contentions made by ST, there is no meaningful medical evidence to support a contention that in the foreseeable future his income capacity is going to be reduced. MM agrees that ST has health conditions but says that they are the same ones that he has had for 20 years. She says that she can state that about his health as she nursed him for several years. MM believes that ST's health issues have been caused by alcohol consumption that has been ongoing for many years, nutritional deficiencies, long hours of his computer usage and his posture and mental exhaustion when playing his sit-down sport/hobby. MM comments that: "His medical problems were not caused, nor can they be cured by the suspension of the 20% of his work salary that the parties agreed upon and signed as part of the division of assets, and that is confirmed by (ST) in the Final Supplementary Order and the Agreed Statement of Facts." 6. MM is a 62-year-old female. She is a Cuban national. Shortly after the divorce she returned to live in Cuba. ST highlights that MM is highly educated and that she had previously been a professor of art history. MM submitted a one page "Medical Certificate" dated 27 February 2025 (Spanish with English translation). It is on a Form 53-63b from the Ministry of Public Health, Hospitals and Polyclinics. It contains MM's name, address, date of birth and identity card number. It appears to have been prepared by a Dr. Hernandez at Hospital Fajardo. For the diagnosis it states "person with Parkinson's Disease" and it provides details of her medication. Unfortunately, that is all the medical evidence that is provided and there is no evidence about the prognosis. whether there would be any deterioration and the timeframe for that. MM states that she also has arthritis but there is no medical evidence before the Court in relation to that. Although at times during the hearing MM appeared a little fragile, she was on the whole able to function well. It is clear to me that she can presently function on her medication, but I have in mind there may be a possibility of deterioration in later years. ST does not challenge MM's medical diagnosis. If MM was able to rent all or part of her property to tourists, what she called "my dreams of my guesthouse in Havana", I am satisfied that she could physically do that with assistance. ST highlights that MM always intended her extended family members to help her in the tourist rental business at the property and that she had [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 5 of 47 2026-09-02 told him that she would be willing to reside in one of the more modest units located in the grounds thereby freeing up the main building for commercial revenue. In the running of the business, it appears that MM would also have the assistance of the housekeeper and gardener/handyman she currently employs. Assistance provided from all of these 'extra hands' would enable MM to run the business if the colonial property was in a condition to be marketed for tourist rentals. 7. The parties began a long-distance relationship in May 2003 when ST lived in the United Kingdom (UK) and MM lived in Cuba. ST was about to start his solicitors training in London and MM was a teacher of Art History in Cuba. In May 2007 they

married in the UK. However, when the parties lived in London MM's teaching qualifications were not recognised and, to her credit, she undertook cleaning and housekeeping jobs to financially contribute to their household. Between 2009 and 2011 MM became a live-in housekeeper for a family, and the parties were then able to live together in that employer family's large home and rent out the property which they owned at the time, with the rental payments being used to cover their mortgage. 8. The parties spent some time during the hearing talking about the rental income generated by the two London properties. One property is the Asman property upon which there is mortgage with Nationwide Building Society taken out in August 2006 which is scheduled to be paid off in August 2031⁷. The produced material shows that: (i) in October 2006 the redemption balance was GBP240,378.95 and the monthly mortgage payment was GBP1,380.25 (rising to GBP1,449.42 in February 2007); and (ii) in December 2012 the redemption amount was GBP142,162.57 and the monthly mortgage payment was GBP1,108.21. The materials show that: (i) in October 2007 the property was rented for GBP1,365 per month; (ii) in September 2008 it was rented for GBP1,365 per month; and (iii) in December 2012 it was rented for GBP1,343.55 per month. These figures show that in December 2012 there was likely no net profit from the rental of the Asman property, especially when one also takes into account home insurance premiums, letting agent fees⁸ and the cost of maintaining the property.⁹ There are no exhibited rental agreements showing what the rent was in July 2016 but having regard to page 6 of the SOF it must have risen by a fair amount. The details show that MM was wrong to submit that the mortgage on the Asman property did not have long to run after the date of the divorce. 7 Pay off date is approximately 15 years after the order. 8 Which could be around 10% plus VAT. 9 Two examples of maintenance being: (i) GBP432.40 payment in November 2008 for the installation of a new boiler; and (ii) \$847.55 in March 2009 for plumbing works. There are additional invoices for other maintenance expenses outlaid on the property in the bundle. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 6 of 47 2026-09-02 9. The second property is the Denton property upon which there is a mortgage with Scottish Widows which was taken out in November 2007 for GBP335,000. The monthly mortgage figure in December 2007 was GBP2,609.55 which reduced to GBP2,12.39 in January 2008. A mortgage statement for the period ending 4 April 2016 indicated that the redemption figure was GBP245,306.04¹⁰ and the monthly mortgage payment amount was GBP1,679. The mortgage statement also indicated that the remaining mortgage term from April 2016 was 16 years 8 months. The materials show that: (i) in February 2009 it was rented for GBP1,408 per month; (ii) in March 2010 it was rented for GBP1,516 per month; (iii) in October 2010 it was rented for GBP1,625 per month; and (iv) in May 2013 it was rented for GBP395 per week. These figures show that as of May 2013 there was likely no net profit from the rental of the Denton property, especially when one also takes into account home insurance premiums, letting/management fees and the cost of maintaining the property. There are no exhibited rental agreements showing what the rent was in July 2016 but having regard to page 6 of the SOF it must have risen by a fair amount. The details show that MM was wrong to submit that the mortgage on the Denton property did not have long to run after the date of the divorce. 10. On the evidence set out in paragraphs 8 and 9 above, I am satisfied that during the marriage the rental income was

utilised to pay the mortgages/maintenance of each property/service charges/letting agency fees. The evidence shows that, until at least May 2013, the two properties were usually loss-making on a cash-flow basis. Although no accounts have been shown illustrating when the London properties started to make a profit after 2013 and in the intervening period up to the date of the Consent Order, ST's case appears to be that any profits went into the matrimonial pot to discharge matrimonial expenses. Whatever the position was, having regard to the SOF, both parties agreed to the terms in the Consent Order on the basis that at that time the two properties were generating a total net profit of £4,700, and with that knowledge they agreed an order that did not require there to be a division of any net profit received from the rental properties. 11. ST contends, relying upon his documentary evidence, that MM wrongly asserts that the two London properties provided rental profits of GB6,000-\$7000 per month. He says that the properties were in fact loss-making on a cash flow basis. ST submits that the Court should take into account what he terms as being "the material discrepancy" in MM's evidence when assessing the reliability of her evidence. 10 In October 2010 ST made capital repayment of GBP15,000 and in January 2011 he made a capital repayment of GBP10,000. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 7 of 47 2026-09-02 12. It is correct to say that MM stated that: "In any case, and regardless of the profit, the most important point is that he did not share it with me for 8 years of rent, Asman from 2007 and Denton from 2009, until July 2016. From the date of marriage until the date of divorce, I was entitled to half of the profits from those rentals, whatever they were." When one looks at paragraph 87 of MM's Affidavit highlighted by ST at 49 h) in his Skeleton Argument¹¹ one can see that there she is talking about the profit at the time when ST offered the maintenance payment as she says: "After convincing himself that the previously signed consent order would not be approved, he offered indefinite maintenance. He had no issue with paying. The London apartments, for example, with the joint rental income, generated a profit of GBP7,000 per month." It was ST and not MM who had responsibility for managing the London properties and he is the party who controlled the paperwork and had knowledge of the income generated by them and the outgoings expended on them. From paragraph 10 in her Closing Written Submissions, it appears that MM is relying upon the following entry on page 6 of the SOF: "If (ST) owns both of the properties, he will receive a net income of approximately GBP 4,700, being the amount that the rental income exceeds the mortgage payments, agents' fees and service charges for the properties¹². This figure is expected to increase gradually as the mortgages are repaid." MM correctly latches onto the GBP4,700 net profit figure in the SOF but then, for reasons best known to her, wrongly adds on the mortgage payments and submits that means that there was a net profit of GBP7,472. There is no evidence to illustrate the rent increases between 2013 to 2016 as there are no rental agreements for that period exhibited, but from the content in the SOF it is clear that the increase was likely substantial. It is therefore evident that at some time between 2013 and 2016 the 2 London properties started to generate a net profit. Although MM's calculations were incorrect and although she appeared to overly backdate the profit figure shown in the 2016 SOF, that figure clearly influenced her reticence to accept ST's evidence about any pre-2013 rental profits. In such circumstances, I do not accept ST's

submission that the position taken by MM in relation to rental profits “materially undermines the reliability of (MM’s) evidence generally”. I 11 ST at paragraph 74 of his Closing Written Submission relies upon paragraph 49 h). 12 My emphasis by underlining. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 8 of 47 2026-09-02 note that, when ST criticised MM’s evidence and position concerning rental profit and when he stated that the properties did not break even on a cash flow basis prior to the divorce in his closing written submissions, he made no mention of the GBP4,700 net profit figure set out in the SOF. 13. From the date of the Consent Order, ST has been solely responsible for maintaining the properties and paying the mortgages. I note that some of ST’s outgoings on the properties have been substantial, for example GBP47,613.04 estimated works on the Asman property sent by the London Borough of Islington. The relevance to the present application of the rental profit, which due to the increase in rental rates in London should be much more than the GBP4,700 figure provided in 2016 in the SOF, is that it would form a part of any determination about ST’s income capacity and what level of disposable income he might have to pay maintenance if the Court was to consider a variation rather than termination of the maintenance order to be appropriate.¹³ I accept that when the two mortgages are paid off the disposable income will increase as any rental income will no longer need to be utilised to make mortgage payments, but that is not relevant at this time as that will occur in 2031. 14. During the present hearing MM seems to now contend that she should have retained one of the London properties which would have generated rental income (post payment of any related UK tax deductions) for her. I recognise that MM has not benefited from any of the rental income since the Certificate of Dissolution, but the Consent Order did not provide for her to do so. The preamble in the Consent Order set out the parties’ clear agreement that ST would own the properties (legally and beneficially) and that the net equity value of the properties would be divided equally, with ST buying out MM. As already mentioned herein, there is no application before me filed by MM to vary or set aside the Consent Order. The terms of the Consent Order enabled MM to purchase the large colonial property mortgage free in Havana. 15. The parties relocated from the UK to the Cayman Islands in December 2011. When they moved to Cayman, ST worked as an attorney. In January 2013 “principally through (MM’s) drive, determination and hard work” the parties opened a language school at which MM taught.¹⁴ For the first year MM received no salary because the business’s expenses exceeded its income. By June 2013 the parties had amassed about US\$50,000 from MM’s salary. MM supported ST’s plan for 13 The Court could of course refuse to vary or terminate the maintenance order and simply continue it. 14 In the Agreed Statement of Facts dated 25 July 2016, the parties stated that MM is a Spanish teacher - See paragraphs 27-31 below. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 9 of 47 2026-09-02 him to take a sabbatical to enable him to write a book and to establish a professional training business. Therefore, ST left his law firm at the end of June 2013 and set up that business. For the next year the parties lived off their savings but, by the end of 2013, their funds had ‘dried up’. They had to borrow GBP15,000 and use savings of GBP5,000 which had been amassed from MM’s earlier cleaning jobs in London. In the Spring of 2014, MM started to receive a modest salary from the language school. ST completed his book in July 2014.

Unfortunately, his training business was financially unsuccessful, and he returned to legal practice at a different law firm in December 2014. Initially ST was employed on a six-month contract which was later made permanent. ST presently remains employed by that same law firm. 16. The parties separated in February 2015, which was less than 8 years after the date of their marriage. Following the Court's approval of the draft Consent Order submitted by the parties,¹⁵ the Certificate of Dissolution was granted on 25 July 2016. At that time ST was aged 37 and MM was aged 52, so 15 years older and therefore closer to what might be viewed to be a retirement age. This was a relatively short marriage. The background concerning and leading up to the approved Consent Order 17. On 17 March 2016, both parties submitted the first draft of the Consent Order and invited the Court to consider it on the papers. It is quite clear from an email exhibited by ST¹⁶ that the draft consent order was reached following discussions between the parties and its contents reflected both parties' views. In an email sent on 17 June 2015 MM indicated that she wished £5,000 to be paid back into her account and that she knew that ST would: "Pay her what it was right for her to get". She concluded the email saying: "But I have to be completely responsible for my bills and live accordingly to my possibilities." ST replied on 21 June 2015: "Yes I agree. We agree about the principles that neither of us should maintain the other, and we are each entitled to the fair financial fruits of our hard work over the years we were together." 15 See paragraphs 32-36 below. 16 Email from ST to MM 15 March 2016, 10:51 AM. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 1 0 of 47 2026-09-02 Although there were further emails before it was submitted concerning the divorce petition and the finances, these expressed sentiments, including a clean break, seemed to show the framework for the financial settlement set out in the first draft of the Consent Order 18. The preamble in the draft consent order indicated that: (i) the parties did not require or wish to obtain independent legal advice; (ii) the terms of the order had been entered into of their own free will and with full understanding; (iii) each party agreed that no further disclosure was sought in relation to any assets beyond the declarations in the Agreed Statement of Facts¹⁷ and in the Statement of Information for Consent Order Form ("the SoI form") accompanying the draft order; (iv) each party asserted that the income and assets and liabilities declared to the other in negotiations leading up to the agreement were complete and fully and accurately stated; and (v) that nothing had been concealed or misrepresented to the other in the negotiations and at the time of entering the agreement. On 17 March 2016 the parties also submitted the completed SoI form. Both parties signed their respective written declarations contained in the Statement of Truth section in the Consent Order Form. They both therein declared that: (i) they had received sufficient disclosure to enable them to make an informed decision about the terms of the proposed consent order; (ii) they had both had the opportunity to seek legal advice in regard to the settlement and they declined to take legal advice; and (iii) that they had not been pressured in any way to endorse the terms of the draft Consent Order. ST also filed an application for a grant of a Certificate of Dissolution of Marriage. Having regard to the above, the clear impression given to the Court by both parties was that the terms of the draft consent order reflected the parties' agreement, an agreement reached following what they said had been adequate disclosure and following negotiations held at arm's length. 19. At paragraph (i)

in the Preamble in the draft consent order, the parties stated: “The Petitioner has offered to divide the value of the Properties, by paying to the Respondent a sum of GBP 250,000 in instalments over a 10-year period. However, the Respondent wishes the Court to order a payment in the sum of GBP 100,000 (100,000 pounds) instead, payable in instalments over a period of up to 10 years.” The actual order made in relation to the properties at paragraph 2.b. in the draft consent order was £100,000 in instalments of £10,000 per year. Rather oddly, the terms of the actual draft order and 17 See paragraphs 27-31 below. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 1 1 of 47 2026-09-02 the wording in its preamble seemed to suggest that MM wanted an order that would provide her with a less favourable capital sum to the one that ST had told her he was willing to pay, and that the capital order then reflected that. Therefore, I had concerns about the lack of clarity in the draft consent order and its fairness. I could not understand why an order was agreed to by MM which was less than ST’s offer recorded in the preamble for capital division of 50% of the value of the agreed joint matrimonial assets. I was also concerned because ST clearly had a much larger income capacity than MM and that there might need to be a discussion about whether the percentage split in the matrimonial assets should take that into account to achieve a clean break. Notably the draft consent order which both parties asked me to approve in March 2016 contained the standard clean break terminology, made no provision for spousal maintenance and awarded less capital to MM than the later approved Consent Order. The draft order was an imbalanced and unfair order for MM and it favoured ST. 20. On 21 March 2016, my Personal Assistant wrote to the parties indicating that I had reviewed the draft consent order and that I required the parties’ attendance before me for a mention hearing to discuss its contents. The mention hearing to conduct a review of the draft consent order was initially listed for 28 April 2016, but it was later rearranged for 26 May 2016¹⁸. On 23 May 2016, ST filed the then draft Statement of Agreed Facts. Emails exhibited by ST, which were transmitted from 21 March 2016 to 23 May 2016, illustrate the to-and-fro communications that the parties had concerning the upcoming mention hearing before me. In those communications they dealt with the content in the draft consent order and any changes that both parties wished to make to that draft order. 21. ST states that there was a discussion at Café De Sol café “immediately before the order was finalised” where spousal maintenance was discussed. ST said that MM raised the topic. MM says that it was ST who raised it. That is not a disputed fact upon which I need to make a finding. ST contends that, despite its significance, the maintenance provision set out in the Consent Order was only relatively briefly discussed by them shortly before MM left for Cuba. ST said that in their meeting MM highlighted her concern that, although she would be receiving sums equal to 50% of the value of the matrimonial assets, she would have to use up much of the capital she would receive into buying a property which she intended to use as an income generating guesthouse. ST also said that MM highlighted that she was 15 years older than him and her concern about the prospect of 18 Notice of Hearing dated 27 April 2016. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 1 2 of 47 2026-09-02 spending capital on living expenses over the coming years because she had “highly uncertain prospects in terms of making income”. ST stated that he acknowledged MM’s then expressed concerns and that he also felt “on an emotional level” uncomfortable with the prospect of MM facing financial difficulties in the future, especially as she had worked so hard during the marriage and in circumstances where he was expected to live a comfortable life due to his legal career. ST said that is why he offered to include a provision in the order to pay her 20% of his employment income with payments commencing after he had paid all the lump sums. ST said that his capital payment obligation under the Consent Order would take up a significant portion of his income for the first 2 ½ years after the divorce. ST said that the revised draft Consent Order was then finalised in a rush because they wanted to have it approved before MM left to live in Cuba. ST said that he clearly recalled that MM told him when agreeing to his proposal that if, in the future, he wanted to stop making the maintenance payments then he could. ST said that he responded to MM “along the lines of ‘thank you, let’s see’”. This is consistent with what MM says at paragraph 87 in her Affidavit sworn on 27 December 2025, namely: “.... he continued with his plan, offering the indefinite maintenance, but knowing that this could change in the future.¹⁹”²². When MM was cross-examining ST about his evidence concerning the conversation taking place between them about a future cessation or variation of maintenance payments, MM actually stated and conceded to ST that she could have, or likely did, say that to him. During cross-examination on that excerpt from her affidavit MM stated: “I’m convinced that he knew that he could change the order.” When asked by me whether she stood by that comment at the hearing, MM confirmed that she did. ²³. In his submissions, ST brought paragraph 90 in an unsworn affidavit provided by MM²⁰ to the Court’s attention. In that paragraph MM said: “I am glad that the Petitioner says that I offered him, in those days of the divorce-, that if in the future, he wanted to stop making those kind of payments, then he could. It is very ¹⁹ My emphasis by underlining. ²⁰ MM sent the unsworn affidavit to the Court on 6 February 2025. On 13 February 2025 the Registry informed MM that the affidavit needed to be sworn and explained how she could do that. The affidavit remains unsworn, but its content shares the expressed position of MM at the time and parts of its content are inconsistent with her present evidence. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 1 3 of 47 2026-09-02 clear in his Affidavit. If I remember it or not, it doesn’t matter, I don’t doubt it!²¹ A lot of kindness and generosity was what characterized me with (ST) throughout our relationship, I never changed. To top it all off; as per (ST), after the dark days I went through with the divorce, with him planning to give me nothing! Just in those days, I was still able to offer such a thing to him.²² What he remembers means that perhaps he should have begun all this issue, with the respect that such kind of generosity deserves, with respect of my dignity, and with persuasion and negotiation.” Having regard to MM’s own evidence, exchanged materials²³ and her concessions made during the hearing, I am satisfied that, despite its absence in the wording in the Consent Order, there was a clear understanding between the parties that at some unspecified stage in the future ST could seek a termination, or at least a variation, of the maintenance order. ²⁴. The pre-23 April 2016 emails illustrate the parties meaningfully engaging in negotiations about the content of the revised draft consent order and especially about the

content in the draft Agreed Statement of Facts. In an email dated 23 April 2016 sent by ST to MM he rightly stated that the parties should obtain a formal valuation of the London properties and that this would not affect them splitting the values 50/50. ST also added that MM should receive 50% of his pension fund, something which had not been included in the earlier March 2016 draft order. Importantly ST also stated in the email: “That leaves the question of any ongoing periodic payments from my salary, into the future. I suggest a level that would provide complete financial security, without you having to draw upon the capital amounts mentioned above, and reflect an element of fairness about our probably different earning capacity in future, but also bearing in mind that you expect to earn from your business in Cuba, and that the cost of living is lower in Cuba. It’s a little hard to know what that level is, at the moment, because it depends partly upon the financial success of your business. So this element needs more reflection.” MM replied to that email saying that she agreed that they would need more time to put everything in order and that her first feeling was to wait rather than to ask the Court to approve something at the hearing which was upcoming on the next Thursday. She added that the parties “need another 21 My emphasis by underlining. 22 My emphasis by underlining. 23 For example, her unsworn affidavit. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 1 4 of 47 2026-09-02 meeting to organize our thoughts”. It appears that is the reason why the mention hearing scheduled for 28 April 2016 was vacated. 25. On 26 May 2016, the Petition was proved. My notes from the hearing on 26 May 2016 are brief and simply record “negotiated draft consent order seems appropriate, to be submitted for approval. Adjourn to await submission of draft order for approval”. It was quite clear to me that the proposed revised consent order was much more favourable to MM than the previously submitted draft order had been. In effect, the terms of the proposed revised order resulted in a 50% split in the matrimonial assets and a generous spousal maintenance order with no termination/time limited date specified. If the Court had been dealing with a contested ancillary relief application, the submitted order may well not have been an order which the Court would have made. The Court would have been obligated to consider whether there should be a clean break. Mostyn J in *Clarke v Clarke* [2023] 2 FLR 1, said that section 25A in the Matrimonial Causes Act in England, the clean break provision, must be diligently applied. As stated by Valerie Ayala Gordon v Jefferson Raymond Watler CICA (Civil) 13/2014 Sir John Chadwick, the then President of the Court of Appeal: “The ultimate objective is to give each party an equal start on the road to independent living.” In the circumstances where one spouse had a considerably larger income capacity than the other, in a contested case, the Court would have considered whether to order a lump sum payment of a larger percentage of the matrimonial assets in favour of the other spouse and thereby achieve a fair order with a clean break for the parties. By the terms of their revised order and by what they said in the mention hearing before me, neither party wished for nor asked the Court to adopt the clean break approach. 26. It was evident from my brief notes of the hearing that, at the mention hearing, both parties satisfied me that the revised order they were requesting me to approve was an order that they understood and which they agreed to. When I later approved the final version of the Consent Order in July 2016 when it was filed for my consideration, on the material then before me, I still held the same view. Before forming that

view, I had read the signed final version of the parties' Agreed Statement of Facts dated 25 July 2016 (the "SOF")²⁴ which accompanied the draft revised Consent Order. ²⁴ The SOF was filed on 25 July 2016. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 1 5 of 47 2026-09-02 27. The SOF recorded that the parties had reached their agreement "bearing in mind the principles of sharing, need and compensation (and the caring goodwill that we feel towards each other)". In the SOF the parties recorded that they "both made major contributions to each other throughout our marriage: emotionally, spiritually, practically as well as financially". Examples of that were set out as follows: "(MM) • (MM) supported (ST) in the development of his career and life generally, including supporting him in decisions that many wives would not have done (such as taking a sabbatical to write a book, and in the process of writing of the book itself, and encouraging him in his public speaking). • (MM) spent a long time away from her family (and flew despite her fear of flying) to be with (ST) in the UK. • (MM), on her own initiative, travelled across the UK to care for (ST's) great-step- father when he was terminally ill. • (MM) was extremely keen to work, to save (not waste) money, and to make the most of life's challenges and opportunities. • (MM) took care of (ST's) niece when she was young. • (MM) 's family were very kind, decent and welcoming to (ST) during his times in Cuba. (ST) • (ST) supported (MM) in adjusting to life in the UK. • He was extremely proud of her dedication to helping other people, working hard and treating people well. • (ST) did what he could to help (MM) be closer to her family, when that was possible. • (ST's) job in London meant he was able to obtain mortgages that allowed us to buy properties that have increased in value over the years. • (ST) helped (MM) to develop the language school, including from a business and marketing angle. • (ST) supported (MM) in helping her family." ²⁸. The SOF contained the factual circumstances upon which the terms of the Consent Order were reached. The parties indicated in the SOF that their future plans were that: (i) ST would remain in Cayman for the foreseeable future although he may at some stage return to the UK; and (ii) MM [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 1 6 of 47 2026-09-02 would return to live in Cuba where she intended to buy a house and establish a language school from that property. The SOF contained the agreed breakdown and valuation of the matrimonial assets. It stated that in addition to those assets, ST had cash of about US\$80,000 and MM had cash of about US\$60,000. The SOF contains details about the parties' current and future assets and income. ST would remain at his law firm where his salary was US\$16,603/month (after pension deduction) with a performance-related commission of 12% of fees billed and collected over and above US\$500,000 and a discretionary bonus. At the time of the SOF, ST hoped to become a salaried partner within the next 2 to 4 years, but he has since informed the Court how he believes that his health situation has prevented that. The SOF recorded that if ST retained the two London properties, he would receive the net income of GBP4,700 (the amount that the rental income exceeds the mortgage payments, agent's fees and service charges for property).²⁵ In relation to MM, the SOF recorded that MM's earning capacity was unknown because it depended upon the financial success of the new business that she was to establish in Cuba. ²⁹. The SOF highlighted the parties' future financial needs as follows: "(ST) (ST's) future expenses can be met from 30-50% of his salary, varying month-to-month according

to whether he has any irregular expenses such as a flight home to the UK, car licensing and insurance, etc. His living expenses do not require him to draw upon his capital. Ideally, he would also have some money to support his sister and niece. If (ST) borrows GBP 50,000 to fund the lump sum payment that we have agreed, he will need to pay it back by saving that sum plus 8% interest. (MM) (MM's) short-term need is to buy a property in Cuba, and have some funds to establish her business. We have agreed that the sum required to achieve that is USD 180,000. After that, her monthly needs are uncertain.”²⁶ 30. Under the heading “Agreement”, in relation to the spousal maintenance for MM, the SOF recorded the following: ²⁵ My emphasis by underlining. ²⁶ My emphasis by underlining. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 1 7 of 47 2026-09-02 “Just as (ST's) living expenses can be met from income (rather than drawing from capital), so should (MM's). (ST) will pay to (ME) 20% of his future employment income every year from 2019 onwards (i.e. after the completion of the period for the property payments), because: she deserves to (and (ST) wants her to) share in any financial success that he o achieves; this would ensure (MM) is and remains financially secure, independently from o the success of her new business; and she would not need to draw upon her capital to fund her general living expenses, o on an ongoing basis.” If one reads this section and the SOF in isolation of the parties' discussions it appears that ST was agreeing to pay 20% of his future employment income indefinitely. Such a conclusions could be supported by his statements that they felt that MM deserved such payments due to her major contributions²⁷ and that they both should be able to live from income rather than from 'eating into' their capital. The SOF seems to indicate that ST would make these payments to ensure that MM would be financially secure independent from any success of her proposed new business. The content in the SOF should be read in the context of my findings²⁸ about the discussion the parties had about spousal maintenance at Café Del Sol café during which MM indicated that, when the time was right, ST could let her know and they could then terminate the maintenance payments. That discussion is evidence that the parties had agreed that the maintenance order might be discharged, or at the very least could be varied, at a later date. ³¹. When I reviewed the draft consent order, I considered more than the signed and very detailed content in the SOF. I took into account the Sol form submitted with the first version of the draft, which I repeat was a clean-break version of the order which was much less favourable to MM than the later approved Consent Order. I took into account the preamble in the draft consent order where the parties again recorded: (i) that they did not require or wish to obtain independent legal advice; (ii) that the terms of the order had been entered into of their own free will and with full understanding; (iii) that they both agreed that no further disclosure was sought; (iv) that the assets and liabilities declared to each other in the negotiations leading up to the agreement were complete and fully and accurately stated; and (v) that nothing had been concealed or misrepresented to the other in these negotiations at the time of entering the agreement. ²⁷ See paragraph 27 above where MM's contributions are set out in the SOF. ²⁸ See paragraphs 21-23 above. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 1 8 of 47 2026-09-02 The Consent Order 32. On 25 July 2016 the revised and final version of the Consent Order was approved by me, and it contained the following relevant terms: "..... AND UPON each party agreeing that no disclosure or further disclosure is sought from the other in relation to any assets (whether matrimonial or non-matrimonial) beyond the declarations in the and the Agreed Statement of Facts and the Statement of Information for a Consent Order filed with this Order and assets and liabilities dealt with in the terms of this Order upon the basis that: a) Each party asserts that the income and assets and liabilities declared to the other in negotiations leading up to this agreement are complete and fully and accurately stated, and b) Nothing has been concealed or misrepresented to the other in those negotiations and at the time of entering into this agreement AND UPON the parties agreeing that: a) The matrimonial property was always beneficially owned equally between the parties; b) The matrimonial property consists principally of two properties in London: i. Flat 1Asman House, 29 Colebrook Row, N18AU and ii. Flat 19 Denton House, Halton Road, N12AE; together, the "Properties"; c) The Petitioner is the legal owner of the Properties and the mortgages over the d) Properties are in the Petitioner's sole name; e) However, the parties always agreed (and now affirm) that the beneficial ownership of the Properties was joint, just as the parties acknowledge (and affirm) that the Respondent also contributed to the marriage and the properties in many valuable ways; f) The Properties have an estimated combined current market value of GBP 990,000 (nine hundred and ninety thousand pounds) and a combined mortgage balance of approximately GBP 411,026 (four hundred and eleven thousand, and twenty six, pounds); g) The estimated net equity in the Properties is therefore agreed to be GBP 578,974 (five hundred and seventy eight thousand, and seventy four, pounds); h) If the Properties were sold now, there would be a capital gains tax liability in the approximate sum of GBP 51,000 (fifty one thousand pounds); [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 1 9 of 47 2026-09-02 i) Therefore, the present net realisable equity in the Properties is agreed to be GBP 527,974 but rounded to GBP 530,000 (five hundred and thirty thousand pounds); j) The parties have agreed that the Petitioner shall own the Properties (legally and beneficially) but the present net realisable equity shall be divided by the Petitioner paying to the Respondent the sum of GBP 265,000 (two hundred and sixty five thousand pounds). k) This sum shall be paid as an immediate lump sum of GBP 100,000 (one hundred thousand pounds). l) The balance of GBP 165,000 shall be paid within no more than two and half years from the date of this Order (and sooner if possible) on the basis stated below m) The Petitioner also holds three pension funds as detailed in the Agreed Statement of Facts, and the parties have agreed that the present value of these funds is to be shared equally, by the Petitioner paying half of the present value to the Respondent; n) There are no joint bank accounts or jointly owned balances and no other substantial assets; o) For the reasons stated in the Agreed Statement of Facts, the parties have agreed that the Petitioner shall pay to the Respondent 20% of the Petitioner's annual employment income, from (and including) 2019 onwards; AND by Consent It is hereby Ordered that: 1. The Respondent's beneficial interest in the Properties shall vest in the Petitioner, such that the Petitioner owns the entire beneficial interest in the Properties. 2. The Petitioner shall pay to the Respondent the sum of GBP 100,000 (one hundred thousand pounds) immediately. 3. The

Petitioner shall pay to the Respondent the sum of GBP 165,000 within no more than two and half years from the date of this Order (and as soon as possible) on the following basis: a. For the first 12 months after the date of this Order, GBP 7,400 (i.e. approximately USD 10,000) per month from the Petitioner's salary plus all bonus/commission payments that he receives. b. For the next 8 months, no payments from the Petitioner's salary (because he will need to save the same monthly sum in order to repay GBP 50,000 of borrowing plus interest [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 2 0 of 47 2026-09-02 which he will have borrowed to fund part of the lump sum payment) but the Petitioner will continue to pay the Respondent all bonus/commission payments that he receives. c. For every further month until the balance is fully paid, GBP 7,400 (i.e. approximately USD 10,000) per month from the Petitioner's salary plus all bonus/commission payments that he receives. 4. The Petitioner shall pay to the Respondent the sum of USD 7,528 immediately, as representing half of the present value of the Petitioners' Cayman Islands pension funds (at Silver Thatch and Chamber). 5. The Petitioner shall pay to the Respondent a sum equal to the present value of the Petitioner's United Kingdom pension fund (at Standard Life) as soon as that value is confirmed by Standard Life. 6. The Petitioner shall pay to the Respondent 20% of his annual employment income from (and including) 2019 onwards.²⁹ 7. Save as ordered above, each party shall from the date of this Order retain all assets or liabilities in their individual names or which are in their possession or control as their absolute and sole property and liability.” 33. It is paragraph 6 of the Consent Order which ST seeks by his Summons³⁰ to have discharged or as an alternative varied. Paragraph 6 simply provides that the orders would be payable from 2019 “onwards”. The Consent Order does not contain details of a cessation date for payments that one would see in a time limited order. On the other hand, there is no provision in the Consent Order stating that the order lasts during the parties’ joint lives. The Consent Order does not contain the normal condition seen in open ended orders, namely that such an order would terminate if the payee remarries or cohabits for a defined period of time. Since the advent of the requirement to consider the clean break approach, joint lives orders are much more infrequently made. Such orders are generally reserved, usually for longer marriages and for situations where the recipient cannot reasonably be expected to become financially independent, for example because of age, long-term unemployment, or disability. From the pre-order negotiations/correspondence and the content in the SOF, it is evident that the parties did not feel that those circumstances applied to MM in the present matter. The vague wording about the length of the maintenance order is arguably consistent with the discussion that the parties had at Café Del Sol café. ST says that he relied upon MM’s ²⁹ My emphasis by bolding. ³⁰ See paragraph 2 above. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 2 1 of 47 2026-09-02 assurance that the payments could cease and that is why he did not seek to have express terms about the termination of the spousal maintenance order included in the Consent Order. The parties’ discussions leading up to the submitted Consent Order were held at a time when there was uncertainty about the parties’ future financial circumstances. This was especially so for MM who intended to invest in and set up a new business after her move back to Cuba, a situation where one could not say with a degree of

certainty what would be a reasonable time frame for MM to acquire a property and have it set up and providing an income. Therefore, it would have been difficult to set a strict time limit for the duration of, or if appropriate in the circumstances, a gradual reduction of, the quantum of periodical payments. It was evident that ST wanted to provide MM with a fair amount of time and a good opportunity to establish herself in Cuba. Even taking into account the parties' different ages, there is merit in ST's submissions in the financial circumstances of the parties at the time of the divorce and where there was an equal split of capital³¹ that: "Paying 20% of my employment income for ever for life, especially at the age of 37 and after a marriage of eight years, would be an absurdly large amount." ³⁴. At the time of approving the Consent Order I was unaware of the emails from MM which have since been exhibited by ST. In one of these emails which was transmitted at 16:30 on 23 May MM states: "I honestly don't know properly what is going on, what those emails are about, and what exactly you are sending to the court now, so I can say yes or not but without understanding properly. If you have some time this evening will be good to be explained." In an email sent shortly thereafter at 16:33 MM wrote: "The Doc you attach is the one that we already discussed, so of course you can send that, no problem, but I cannot understand the ones in my account". It appears that the next email was sent at 16:44 was headed "Draft-Agreed Statement of Fact" in which MM said: "Of course the emails don't reflect how many times you change the drafts (sic.) of the consent order and the Agreed St one. I have with me about eight different(s) drafts of the consent order. The chain of emails don't reflect my mental conditions (sic.), except on some 31 A total of US\$424,821 Capital payments totaling GBP265,000 (US\$384,250) for the properties plus the value of MM's half-share of all of ST's pensions. The pension payments represented 50% of the stated capital value of the pensions held at the time of the divorce. Such a valuation favoured MM as the valuation is usually the growth of the pension fund from the date of the marriage until the date of the separation. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 2 2 of 47 2026-09-02 occasions when I say nonsensical things, and in the way I trust you answering my questions etc. But they give an idea of my complete ignorance of the process and my vulnerability." Although I can now note the content of these emails, they do not detract from the fact that the Consent Order³² was one which was arguably a favourable one for MM. As mentioned, if it had been a contested hearing with a relatively short marriage, the Court would have been required to explore the clean break option which possibly could have resulted in it ordering a larger percentage of the value of the matrimonial assets to MM due to the difference in the parties' income capacity. ³⁵. Although MM during the hearing sought to greatly re-explore issues within the marriage and leading up to the Consent Order, I did not find that approach to be helpful to the decision that I have to make. I reminded MM on a number of occasions during the hearing that the Consent Order made was one that was more favourable to her than to ST. On ST's evidence the level of maintenance which has been paid since the Consent Order would have equated to the same sum as a 95% division of the assets in favour of MM if there had been a clean break with no maintenance. ST says that the total amount that MM has received is US\$828,166.8633. MM disagrees, saying that she has not received a total of US\$800,000 in capital and maintenance payments. I reminded MM that there is no application made by her to

vary or set aside the Consent Order. When she raised issues about what she called a shortfall in the periodical payments made I also reminded her that she had not made any application in relation to alleged arrears. 36. MM also seemed at times to infer that the Consent Order was based on incorrect figures and valuations provided by ST. MM seems to raise this despite the clear wording in: (i) the preamble in the Consent Order; and (ii) in SoI form about the parties agreeing that there has been satisfactory disclosure. The SOF similarly sets out the figures and the parties' agreement about them. I also note that the two London properties had been valued by independent professional valuers and that the mortgage statements (although one was for 2019 and not 2016) seem to show that the redemption figures used at the time of the negotiations were accurate. On the evidence now before me, and on the material before me when I approved the Consent Order, I find no merit in any inferences that appear to be made by MM that the valuation figures of the assets were not accurate. Again, I reiterate that she has not applied to vary or discharge the Consent Order, but it appears she may be raising this to counter ST's submission that the capital and maintenance payments that she 32 Terms of the Consent order are set out at paragraph 15 below. 33 Capital US\$424,821 and maintenance US\$403,345.86. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 2 3 of 47 2026-09-02 has received when added together total more than 90% of the value of the matrimonial assets. With this percentage in mind, I note that MM told the Court that her view, which is incorrect, is that: "The 20% of (ST's) annual salary payment is part of the 50/50 division of marital property" and that "the 20% maintenance forms part of the matrimonial assets." In *Waggott v Waggott* [2018] EWCA Civ 727 the Court of Appeal rejected the wife's argument that the husband's earning capacity itself was a matrimonial asset in which she was entitled to a share. One of the various reasons given by the Court of Appeal was that an extension of the sharing principle to post separation earnings fundamentally undermined the Court's ability to affect a clean break. MM is also wrong when she states that: "Maintenance is not an injustice; it is the payment of a debt, and a considerable debt..." Of course, a party's wider contribution to a marriage and to the family unit, especially when there are sacrifices made by one party due to their care of the children (there are no children in this family), may well be factors that the Court should take into account. The events after the approval of the Consent Order 37. After the divorce MM returned to Cuba and ST remained in Cayman. The Consent Order resulted in the matrimonial assets being split equally with ST retaining the title to 2 London apartments and MM receiving a lump sum payment of half of the estimated equity value (GBP265,000) plus half of the value of ST's pension funds (sum equivalent to US\$45,000). Although the two properties were in ST's sole name the parties regarded them as being jointly owned. However, MM disputes that the capital and maintenance orders have been complied with by ST. 38. ST states that he completed making the capital payment required under the Consent Order. Although not mentioned during the hearing and with no application to enforce made³⁴, MM claims in her Closing Written Submissions that ST did not give her any of the ordered sums from his Standard Life Pension. However, this directly contradicts the following which MM wrote at paragraph 12 in her unsworn affidavit: "The final Auxiliary Order³⁵ provided for a 50/50 division of the value of our matrimonial property assets, payable to me in the sum of UKP265,000, within

two and half years from the date of said Order, 50% of the value of (ST's) pension funds, and the payment of 20% 34 In her submissions MM states that "It is true that I haven't raised any objections" about the Standard Life payments. 35 MM is referring to the Consent Order. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 2 4 of 47 2026-09-02 of his annual employment income from January 2019. The Petitioner has complied and continues to fulfil those obligations on time, he has cooperated with the complexities of transfers to Cuba." 39. ST has exhibited a helpful schedule which sets out the date and amount of each payment he has made to discharge his obligation to pay the total US\$424,821 in capital sums for MM's 50% interests in the relevant matrimonial assets. The 28 capital payments commenced on 13 July 2016 with a \$70,000 payment and ended on 25 September 2017 with a US\$6,491.68. ST actually made the final capital payment in advance of the timescale set out in the Consent Order. I note that due to currency conversion rates ST's fair approach meant that he actually ended up paying sums greater than the capital payment sum. This is because the Consent Order stipulated the sum in GBP, but payments were primarily in US\$. In June 2016, after the Consent Order was made, the 'Brexit' Referendum which decided that the UK would leave the European Union was held and this resulted in the pound sterling losing substantial value. This meant that the amount of US\$ needed to fulfil his capital payment obligations would have reduced, but he decided to determine the US\$ sum payable using the pre-Brexit Referendum exchange rate to ensure that MM did not lose out. On the evidence before me, I am satisfied that ST has discharged his obligations concerning capital payments. The relevance of him doing that is that those capital sums, coupled with maintenance payments paid over ten years that exceed MM's reasonable day to day outgoings, means that it was reasonable to expect MM to have already completed the work on her property to enable it to be an income generating property. I accept, for reasons that I will later state herein, even if the home was completed and able to host guests that at this time it would not be able to generate a meaningful income. 40. In 2019 payment of the ordered spousal maintenance obligation commenced. The Consent Order itself contained no mechanism or timing for the payments of spousal maintenance and it appears that payments were made depending on how the parties could best address the difficulties that arise when remitting money to Cuba.³⁶ These difficulties have meant that for certain periods of time payments due from ST accrued and he had to make payments, including catch up payments, whenever the opportunity to make them arose. It appears that MM recognised these practical difficulties and did not have an issue with the resultant payment arrangement. 36 The difficulties in remitting money to Cuba and how payments have been made are set out in paragraphs 23-26 in ST's Affidavit sworn on 28 November 2024. For the purpose of this judgment, I do not need to set out that detail herein. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 2 5 of 47 2026-09-02 41. In his Affidavit sworn on 28 November 2024, ST contends that over six years, when his base salary has been US\$220,000 plus commissions and bonuses, he has been paying on average spousal maintenance of more than US\$50,000/annum and that such substantial payments made over the period should have made MM financially secure and self-sufficient. ST says that maintenance payments over seven complete years 2019 to 2025 total US\$380,727.52. ST correctly put to MM that if only one divides that total by 7 years, the

annual average is US\$54,389.65. He says that, taking MM's claimed living expenses at their highest (US\$27,618/annum), her total expenditure over that period would be US\$193,326. ST claims that if one deducts MM's asserted Cayman Island costs of US\$50,825.76 that leaves a surplus of \$136,500. ST says this surplus is accumulated income and not capital. ST further contends that the total amount of maintenance paid as of 27 May 2026 is US\$403,345.8637. 42. In her Written Closing Submissions MM submits that ST's contention is false, stating that his average annual maintenance payment from 2019 to 2014 was US\$42,242 plus a negligible average of US\$4,285/annum in bonuses and commission (giving a total of US\$46,527/annum). MM states that: "The information provided by the petitioner regarding the amount of money he has paid me as maintenance, bonuses and commissions per year is not real. I have not been able to determine whether he has actually paid 20% of his salary income as he has refused to provide me with his bank statements." In her Affidavit sworn on 27 December 2025 MM says that, from a review of receipts and statements, she received \$66,728.88 in 2020, \$88,759.02 in 2021, \$42,820 in 2022, \$37,212 in 2023 and \$26,990 with bonus payment of \$11,608 in 2024. She totals that to be \$274,117.90 for a six- year period from 2019, which is around \$5,730 less than ST's evidence about payments for that period. However, as mentioned in paragraph 38 above, MM has also stated in her unsworn affidavit that ST has complied with and fulfilled his obligations under the spousal maintenance order. At paragraph 4 in that same unsworn affidavit MM also states: "Since January 2019 (ST) has complied with the payment of 20% of his employment income as part of the 50/50 property split. This is equivalent to 3,666 USD per month for a total of 43,992 USD per year. It is not correct that since January 2019 I have received more than 50,000 annually. That figure is reached when (ST) includes the payment of his 37 US\$279,847 for the period 2019-2024 plus US\$123,498.86 for the period 2015 until 27 May 2026. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 2 6 of 47 2026-09-02 commissions, which does not happen every year, nor is it the same amount. For example, according to my receipts, from the end of 2021 (I haven't checked the rest of the year 2021), to March 2024, I received 5,000 USD en (sic.) July 2023 and 11,068 USD March 2024." When I review all the evidence, I find that the maintenance paid figures provided by ST38 to the Court are better illustrated by supporting document and I accept them. Even if I am wrong in reaching that conclusion, I again remind myself that there is no application before me in relation to enforcement of the maintenance provision in the Consent Order. If there was such an application, it would likely not have been successful. 43. When one considers the level of maintenance paid and MM's reasonable outgoings, even with her over-spending on the Havana properties she should have been able to amass savings. ST states that, even if MM's annual day today outgoings were in region of the \$25,000 figure she had told him (a figure which he does not accept) and that she has spent the \$50,000 which she says she has spent in Cayman, there should be a surplus sum of around US\$150,000 in savings derived from the 20 maintenance payments. ST rightly says that MM did not give a coherent answer to that. She relied upon the unclear construction costs for which she failed to provide adequate documentation. When one considers her evidence, she has not produced any meaningful evidence of how she has utilised the funds that she has received. The only assertion that MM eventually accepted was that she has savings of

\$28,976 in an account held by a friend in the Cayman Islands. It is that friend who held MM's maintenance payments. I note that at one stage the friend was holding \$70,000 of MM's funds which ST intended to use to buy a studio in the Cayman Islands. MM's evidence in relation to her usage of maintenance payments and any savings was not satisfactory, especially when at times in her evidence she said that she only had savings of \$11,000, which she then increased to \$15,000 and which she later had to concede that there was in fact a sum of \$28,976 being held for her in a bank account in the Cayman Islands. Although I am unable to ascertain whether the figure is anywhere near the \$150,000 suggested by ST, I am able to find uncontrovertibly that there is at least \$28,976 in savings and, having regard to MM's disclosed living outgoings, that one would have expected there to have been substantially more savings made since the maintenance payments commenced. 38 See paragraph 34 above. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 2 7 of 47 2026-09-02 44. In light of the above, I find that the following Summary provided by ST is accurate: Item US\$ A. Capital paid to MM 424,821.00 B. Maintenance paid 2019–24 279,847.00 C. Maintenance paid 2025 100,880.52 D. Maintenance paid 1 Jan – 27 May 2026 22,618.34 E. Total maintenance to 27 May 2026 403,345.86 F. Total capital and maintenance 828,166.86 G. Maintenance, 7 complete years 2019–25 380,727.52 H. Average annual maintenance 54,389.65 45. MM has, since the Consent Order was approved, been able to convert the capital payments made to her (as well as utilise the maintenance payments) to purchase a substantial five-bedroom colonial house in the upscale district of Vedado in Havana, Cuba as well as to later purchase 3 structurally separate rear units. All the purchases are mortgage free. I am satisfied that these represent very substantial assets by Cuban standards. The units at the back of the house were occupied by other people and were formerly part of the house. MM contends that the Vedado neighbourhood has not been an upscale district since 1959. However, I viewed online information during the hearing which I shared with the parties, an example of the information that I shared was the following: “Vedado is Havana's modern, cultural, and upscale district, blending 19th-century architecture, vibrant nightlife, and waterfront charm, and is one of the city's most sought-after areas for both residents and visitors. When one looks at the main photographs produced by MM and has regard to the independent online reviews about the area, despite the presence of some debris apparently from ongoing construction being undertaken in the area seen in some of her photographs, it is evident that MM is wrong when she tries to give the impression that it is a downtrodden area where “sidewalks are broken, the sewage in the middle of the streets and the overflowing garbage dump” and when she states in her Affidavit evidence that it is “a very common neighborhood”. 46. MM informed the Court in her oral evidence that in 2016 she paid US\$230,00 for the colonial property. The SOF illustrates that the parties had agreed that MM would require US\$180,000 on purchasing a suitable property, leaving a balance of \$244,000 from the capital being paid to her plus the maintenance payments. It was felt that the balance would be ample to pay for the works required to convert a property into an income generating one. In her affidavit evidence MM states: [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 2 8 of 47 2026-09-02 “I purchased and renovated a large colonial house in Vedado with the intention of turning it into a rental business for foreign tourists, as I wanted to have my own source of regular income and financial security.” It was MM’s decision, after the Consent Order was reached, to buy a five-bedroom colonial property at \$50,000 in excess of the budget. It was MM’s decision to buy a property that had the units located in the rear which she felt it necessary to buy for \$30,000 each. If there was likely going to be a need to buy those units then that was a factor MM should have taken into account when deciding whether or not to buy the main colonial property, especially as that property was already over the intended budget. During the hearing MM gave inconsistent evidence about whether those units still had persons occupying them and she did not confirm whether or not she was receiving any ‘rent’ from any of the units. She has therefore chosen to utilise her funds to pay US\$320,000 from the capital to acquire real estate which she owns free of any mortgage. This is far in excess of the estimated and agreed outlay for the Cuban property purchase in the SOF (by US\$140,000). 47. There is a dispute about the construction work done on her properties and whether it has been completed to a degree to enable the property to generate an income for MM. MM states that she has spent US\$74,000 on renovations.³⁹ Despite the fact that the Consent Order was made 10 years ago and she purchased the home around 10 years ago MM says that then property is still not ready to generate any income. MM stated: “I have not been able to finish the repairs on my house or rented out; the cost of living in Cuba is high, and the country is dollarized.” MM highlights the large size of the property, the carpentry work that is required, the work needed on the bare brick walls, the roof, installation of toilets, making of countertops, laying the patio floor and the exterior walkway as part of the building project. What is clear is that MM chose the property and there was a responsibility on her to buy something that could have the work completed within her capital budget and within a reasonable period of time to enable income to be generated. She chose to take on, and expand, the project by acquiring the more expensive primary colonial property than had been projected and she also chose to then spend an additional US\$90,000 on the units which took the total to well above what was the expected budget. MM stated in her submissions: 39 This sum leaves approximately a US\$30,000 surplus from the capital payments MM received in the Consent Order. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 2 9 of 47 2026-09-02 “I am proud of myself for having invested in a house like this, even though the work has been hard and my house hasn’t yet paid off, but it will be ready when the opportunity arises in the future. You have to invest to win, and besides, nothing that depends on others is certain ” and she added “It’s been a tough process, but you have to invest and work to reap the rewards.” The problem is that she is seeking to invest substantial sums from ST’s maintenance to grow her capital base rather than the payments being used, as they should be after a relatively short marriage and where there has been a fair and substantial shared capital payout, to assist her in meeting her primary needs during a reasonable period of transition. MM attributed the delay to the consequences flowing from Covid-10 Pandemic and US foreign policy towards Cuba. MM says that many repair projects in Cuba take several years as most resources are imported and can be scarce for long periods. MM relies upon the fact that she had not made

an agreement with ST about a completion date for the work on the property. When asked when the main property might generate rental income from tourists, MM was unable to give a meaningful answer. I explored with her that if the reality is that ten years after she had acquired the property that it would not be used as income generating property there might be merit in her selling the colonial property which is too large for the needs of a single adult and downsize to a two-bedroom apartment with much reduced financial overheads. MM refused to countenance such a suggestion as she viewed the colonial house and the later acquired three units as being her financial security for her later years. 48. When I review MM's evidence I note that she agreed with ST that she failed to adequately detail what work was needed to complete the property and the cost such work. Although MM states that at the time of the divorce there was not a set date for the work on her Cuban property to be completed, it is clear that the expectation at that time is that it would not have taken anything like ten years plus. She would have been expected to be generating an income from the property by now. From her evidence I am not convinced, unless income generation becomes necessary for MM due to a variation/termination of ST's maintenance payments, that MM now genuinely intends to utilise the property as an income generating one, even when Cuba's present problems improve. If the property is not to be an income generating property it exceeds her personal needs and in fact is a project which she has embarked upon likely above her means unless subsidised by ST's maintenance payments, which are generous after an only 8-year marriage. I note that MM had long ago given ST the clear impression that the work was close to completion. On 17 May 2019, MM emailed ST and said: [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 30 of 47 2026-09-02 "The house is progressing well, sometimes a bit slowly but details usually take longer." ST emailed in reply and asked MM when did she expect that the house may be finished. On the same day MM replied: "... With a bit intensive work is coming from Monday onwards, the house will finish in two months." In March 2021 she sent him a message saying: "This is the way my house looks like before and after." ST replied "... a brilliant transformation and very elegant!" In June 2021 MM emailed and said: "I've been in the process of buying a new place that will occupy for the neighbours who are still living at the back of my house, where used to be the garage, so in the future, I'll keep the hole (sic.) area. I still have pending things to finish in the house, I get a bit impatient sometimes since it is taken a long time innecessarily (sic.)..." ST pointed out that on MM's own evidence, the major works had been completed by 2021. He added that if one accepts MM's evidence that 10 years on some work was still required, then that work would only involve a few thousand dollars and was a mere fraction of the funds that she had received since the order and even from the date of the original version of the summons now before me. On the limited evidence provided to the Court concerning the work still required to be done to finish the conversion of the property to an income generating one, there is nothing that indicates that more than \$28,976 would be required. I am therefore satisfied that MM has sufficient sums to complete the work. I recognise that, at this time, it may take a little longer than ordinary due to the situation in Cuba. I recognise that when that work is completed that it may be a few years until the property can generate a meaningful income from tourism, again due to the circumstances Cuba is presently enduring. 49. ST accepts that Cuba is

facing issues at this time due to the current US Government policy but adds that, “once ordinary trading conditions return”, MM’s colonial property is capable of generating a meaningful income through short-term tourist lets especially if MM is assisted by her family members. ST says that this means that the intention behind the financial arrangements set out in the Consent Order has been met. He claims that MM is now financially secure and that she has a [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 3 1 of 47 2026-09-02 “realistic capacity” to generate income to meet her reasonable requirements without any labour from her. He adds that she does not need to draw upon her capital to fund her day-to-day living expenses. He submits that it has been ten years since the Consent Order was approved and that from the substantial payments made to MM, she has had ample opportunity to arrange her financial affairs to adjust to independent living without maintenance payments which she knew could come to an end. Although I am satisfied that MM has received sufficient sums to complete the necessary construction work on the colonial property and had the opportunity to utilise the same to move her further along the path to independent living than she has, having regard to paragraph 48 above, the reality is that at this time with the prevailing circumstances in Cuba, she does not have sufficient income to be self-sufficient without further maintenance payments. The law and the relevant general principles applied in ancillary relief cases 50. The law pertaining to the division of assets and maintenance is governed by s.19 of the Matrimonial Causes Act (2005 Revision) (“the Act”). Therefore, the Court when exercising its discretion in the variation application should have regard to its duty set out in section 19 of the Law, namely: “In dealing with all ancillary matters arising under this Law, the Court shall have regard first of all to the best interests of any children of the marriage and thereafter to the responsibilities, needs, financial and other resources, actual and potential earning power and the deserts of the parties.” 51. Section 19 must be read in conjunction with s.21 of the Act. The law I have to apply in the present application is set out in section 23 in the Act. That section provides that either spouse may make an application for variation of any order under s.21, and the Court, after hearing the parties, may make such variation. Section 21 (f) is the section that enables the Court to make spousal periodic payments orders. Section 23 of the Act is a wider and more general provision than s.31 in Matrimonial Causes Act 1973 in England and Wales, where certain factors⁴⁰ are set out for consideration in variation applications. The Court when exercising its discretion should have regard to the sentiment expressed by Zacca P. in the Court of Appeal case of *Range v Range* [1988-89 CILR 437]. The President acknowledged that there was a power to vary a final ancillary relief order, but quite rightly stated that the: ⁴⁰ Section 31(7). [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 3 2 of 47 2026-09-02 “Jurisdiction ought to be sparingly exercised where the order itself appears to contemplate finality and is made by consent of the parties.” 52. Zacca P. reached this conclusion after reviewing case law concerning the approach to be taken to consent orders. Due to the passage of time since his judgment, I see merit in reiterating in full his review from page 441 paragraph 22 to page 442 paragraph 20: “In *Dinch v. Dinch* (4), Lord Oliver referred to the following dictum of Lord Herschell, L.C. in *In re South American & Mexican Co., ex p. Bank of England* (6) ([1987] 1 W.L.R. at 263): “The truth is, a judgment by consent is intended to

put a stop to litigation between the parties just as much as is a judgment which results from the decision of the court after the matter has been fought out to the end. And I think it would be very mischievous if one were not to give a fair and reasonable interpretation to such judgments, and were to allow questions that were really involved in the action to be fought over again in a subsequent action.” He also referred to *Brown v. Kirrage* (2) in which Brandon, L.J. regarded the dismissal of a wife’s claim for ancillary relief as a matter of such seriousness that the court ought to be extremely cautious about implying a dismissal where none is actually expressed in the order concluded. He observed (*ibid.*): “One has, as it seems to me, simply to look at the order and any admissible material available for its construction, and determine what the court intended—or, in the case of the consent order, what the parties intended—to effect by the order. If the conclusion is that what was intended was a final and conclusive once-for-all financial settlement, either overall or in relation to a particular property, then it must follow that that precludes any further claim to relief in relation to that property.” At the same time *de Lasala v. de Lasala* (3) does establish (per Lord Diplock, [1980] A.C. at 560) that in matrimonial cases: “Financial arrangements that are agreed upon between the parties for the purpose of receiving the approval and being made the subject of a consent order by the court, once they have been made the subject of the court order no longer depend upon the agreement of the parties as the source from which their legal effect is derived. Their legal effect is derived from the court order. . . .” In *Thwaite v. Thwaite* (7), Ormrod, L.J. observed ([1981] 3 W.L.R. at 101): “The effect of eliminating the contractual basis of these consent orders should simplify the problems. If their legal effect is derived from the court order it must follow, we think, that they must be treated as orders of the court and dealt with, so far as possible, in the same way as non-consensual orders.” Bearing these considerations in mind, it was necessary for the learned trial judge to decide whether in the particular circumstances it was appropriate for him to vary the consent [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 3 3 of 47 2026-09-02 order. In doing so he appears to have concluded that the fact that no payment was or could now be made to the wife under the order was to change of circumstances which entitled her to apply for variation.” 53. Importantly, in *Robert Don Foster v Ann Rosalind Owen Foster* CICA (CIVIL) 05/2011 Sir John Chadwick, President referred to the observation of Munby J. in *L v L* [2008] that it was not a necessary prerequisite to a variation application that there had to be some change of circumstances, even if the order had been reached by consent. The President noted that Munby J: “...observed that the court would usually be reluctant to intervene absent some change in circumstances where the order was made by consent and where less than a year had elapsed since the order was made; but that went a discretion and not to jurisdiction.” I agree with the approach taken by Munby J. Usually there is a need for a change of circumstances, but this is not a strict requirement in a case where the order is a dated one and where I have found that the parties, when reaching their consent order, agreed that there could be a change or dismissal of the maintenance order after a period of time. However, the fact that they may have had that discussion about the termination of the order does not preclude the Court, after it has considered each party’s circumstances, retaining the present maintenance order or varying its amount or setting a time limit upon it. 54. As stressed by

Moylan J in the Court of Appeal decision of *Morris v Morris* [2017] 1 WLR 554 para 87 I do not need to hear the matter de novo. I must conduct an exercise which is proportionate to the requirements of the case. This is consistent with the Overriding Objective. Therefore, although in ancillary relief cases the court's in the Cayman Islands ordinarily have regard to the relevant factors set out in s. 25 of the Matrimonial Causes Act England and Wales, I am not required to undertake the s.25 exercise de novo. The exercise can involve a complete review, but it can also involve a light touch review, confining its consideration to the factors relevant to the variant or discharge application. 55. Having regard to dealing with the case proportionally, the parties have produced and presented a substantial amount of written and oral evidence. Some of it is helpful, and some is not. They have also suggested a number of findings which they invite me to make. Although this is a financial case and not a child arrangements case, I adopt the observations made by Thorpe LJ in *Re F (Shared Residence Order)* [2003] EWCA Civ 592, [2003] 2 FLR 397, namely that although one of the [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 3 4 of 47 2026-09-02 functions of the Judge is to make findings, the Judge is to be selective and to make findings that are relevant and necessary for the disposal of the issue. That said, the way that the case has been argued by the parties has resulted in a judgment that is far longer than one would normally expect in a maintenance variation/termination case. However, due to the unusually wide-ranging submissions made by the parties, this Judgment is far longer than one would expect for a variation/termination application. 56. As highlighted above, I have found that the order was not drafted in a manner that makes it clearly a lifetime maintenance order. I have also found that the parties had a discussion in which they both agreed that the maintenance provision could and might be varied or discharged at a later date. If I am wrong and it is a joint life order, courts have been willing to look to vary such orders if it is just and equitable for it to do so. An example of this might be where an expectation of the intentions of the parties has not been met. In *Mr X v Mrs X* [2015] EWFC B17 periodical payments were varied due to the payer's declining income, and affordability when he retired was of concern. The payee, and primary carer, made no effort to return to work despite the judge at first instance indicating it was clear they could return to part-time work once the children were old enough. 57. I have regard to the principles in respect of lifetime maintenance which were set out by Mostyn J in *SS v NS (Spousal Maintenance)* [2014] EWHC 4183 (Fam) where he summarised the position in the following way: "[46] Pulling the threads together it seems to me that the relevant principles in play on an application for spousal maintenance are as follows: (i) A spousal maintenance award is properly made where the evidence shows that choices made during the marriage have generated hard future needs on the part of the claimant. Here the duration of the marriage and the presence of children are pivotal factors. (ii) An award should only be made by reference to needs, save in a most exceptional case where it can be said that the sharing or compensation principle applies. (iii) Where the needs in question are not causally connected to the marriage the award should generally be aimed at alleviating significant hardship. (iv) In every case the court must consider a termination of spousal maintenance with a transition to independence as soon as it is just and reasonable. A term should be considered unless the payee would be unable

to adjust without undue hardship to the ending of payments. A degree of (not undue) hardship in making the transition to independence is acceptable. (v) If the choice between an extendable term and a joint lives order is finely balanced the statutory steer should militate in favour of the former. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 3 5 of 47 2026-09-02 (vi) The marital standard of living is relevant to the quantum of spousal maintenance but is not decisive. That standard should be carefully weighed against the desired objective of eventual independence. (vii) The essential task of the judge is not merely to examine the individual items in the claimant's income budget but also to stand back and to look at the global total and to ask if it represents a fair proportion of the respondent's available income that should go to the support of the claimant. (viii) Where the respondent's income comprises a base salary and a discretionary bonus the claimant's award may be equivalently partitioned, with needs of strict necessity being met from the base salary and additional, discretionary, items being met from the bonus on a capped percentage basis. (ix) There is no criterion of exceptionality on an application to extend a term order. On such an application an examination should to be made of whether the implicit premise of the original order of the ability of the payee to achieve independence had been impossible to achieve and, if so, why. (x) On an application to discharge a joint lives order an examination should be made of the original assumption that it was just too difficult to predict eventual independence.⁴¹ (xi) If the choice between an extendable and a non-extendable term is finely balanced the decision should normally be in favour of the economically weaker party.” 58. I also note the principles in relation to the duration about spousal maintenance orders. If one looks at the Consent Order in the context of the surrounding negotiations and the SOF it appears that, in a situation where the parties at the time recognised that the maintenance order could be later ended or varied, they did not feel in a position at the time to draft it as a term order with a set period of time. That was because of the uncertainty about MM’s monthly needs after the “short term” need to buy a property in Cuba and establish her business were met. If the maintenance order had not been agreed, and if the Court could not achieve an immediate clean break by ordering a departure from equality in the division of the assets, it would have been required to consider the appropriateness of requiring maintenance payments to be made only for such a term as would in the Court’s opinion be necessary to enable MM to adjust without undue hardship to the termination of her financial dependency. Therefore, Ward J in *C v C* (Financial Relief: Short Marriage) 1977 2 FLR 26 said that when considering such orders the Courts will consider: (i) whether the payee can adjust, not should they adjust (without undue hardship), to the end of financial dependency and if so when; and (ii) what evidence there is to support an expectation that the payee can and will become self-sufficient. Term orders can also be used as a means of adopting a ‘step down’ approach, as it can gradually reduce the payer’s obligations as the expectation and timeframes for the payee’s independence increases. These are factors I also now consider, because of ST’s ⁴¹ My emphasis by underlining. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 3 6 of 47 2026-09-02 alternative suggestion that the present order could be varied to a two-year order with reduced amounts between the second and first year. MM's circumstances 59. MM contends that the annual maintenance payments due from him for each of the last 10 years is approximately double the amount of what he terms to be ST's stated "exaggerated" expenses budget. MM initially wrongly indicated⁴² that she has not been able to make any savings due to her having: "a huge house under construction, all the expenses of creating my living conditions within it, and the high cost of living." The decision about this type of property and later additional units was the choice of MM and she should have had in mind the affordability of embarking on such a project before selecting this particular colonial property. 60. In relation to MM's personal circumstances and financial needs, ST places considerable emphasis on the written and oral evidence of Ms. A. I find that ST has over-relied upon her evidence. ST characterises her written evidence as being an "expert report" and her oral evidence being that given by an expert witness. I do not agree that she meets the criteria to be regarded as an expert witness. ST states that she is an acquaintance of his since 2019. She is a Cuban national and permanent resident in the Cayman Islands where she runs a translation firm and immigration consultancy business. She graduated from the University of Havana, and she said that she visited Cuba a few times each year. She told the Court that she had never given evidence in Court or drafted a report before in relation to the cost of living in Cuba. In her oral evidence she said that the evidence is based on her own knowledge and from many articles which she had read. In her report she said that her written evidence relies upon: (i) her direct personal and family experience in Cuba; (ii) her professional judgment⁴³ informed by socio-economic assessments; and (iii) official Cuban statistics, including publications of the Oficina Nacional de Estadística e Información (ONEI), the Ministerio de Trabajo y Seguridad Social *(MTSS), and the Gaceta Oficial de la República de Cuba and reputable international reporting and comparative databases. This does not make her an expert, and she rightly acknowledged that when during cross-examination she conceded: "I am not an ⁴² See paragraph 43 above. ⁴³ Her employment, qualifications and expertise set out in paragraph 2 in her report do not provide Ms. A. with the requisite "professional judgment" for her to be regarded as an expert in relation to the economic situation and cost of living in Cuba. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 3 7 of 47 2026-09-02 expert". However, that does not mean I should totally disregard her evidence, it just means that I cannot elevate the weight to be given to her evidence to the same level that might be given to evidence presented by an expert. Therefore, I do not agree with ST's submission that Ms. A's evidence "should be given considerable weight". I can, of course, consider the research materials that she has provided and has commented upon. 61. In her evidence, MM accepted that she herself is not an expert in the Cuban economy but highlights that she possesses the basic knowledge that most people have. MM disagrees with Ms. A's report and evidence. She contends that Ms. A's contribution lacks substance, serious research, and genuine up-to-date information. She rightly said it is based on multimedia content. She says that the report: "does not talk about something as essential as the ruling currency, different levels of salaries, the private sector (micro, small, and medium-sized enterprises) and its weight in the Cuban economy as companies that import food and other goods, state commerce, real estate, the

automotive market, transportation fuel, and the collapse of Cuba's import/dependent economy." As I have already indicated, I do not consider that Ms. A meets the requirements to be accepted as an expert witness and her report cannot be classified as being an expert report. 62. In relation to MM's income capacity, ST highlights the evidence of Ms. A when she says that Vedado supports a well-established holiday rental market via international booking platforms. She stated this is especially so for large colonial properties. She stated that: "Market listings indicate consistently strong demand and favourable guest reviews, attributable to the district central location and accessibility to cultural, dining, and entertainment venues." Her evidence is based on publicly available listings of US\$35 to over US\$100, with the average being in the region of US\$45 per night. Mrs A says in her "expert opinion" MM's property "provides a clear and commercially viable means of generating property-based income" even if MM was to occupy a part of the property. However, I do not accept this representation at the current time due to the dramatic decline in the tourism industry in Cuba. She also made no mention of the restrictions being placed on Airbnb services in Cuba, where over a thousand Cuban accommodations and experience hosts are listed. Airbnb from 2025, it appears due to new US [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 3 8 of 47 2026-09-02 federal regulations and its fear that it may be fined for violations of sanctions against Cuba, indefinitely suspended both payments and services in Cuba. 63. ST rightly accepts the following about rental income: "The AirROI analytics are not relied upon as a prediction of income capable of being achieved during the present period of economic disruption. Rather, they represent the best available independent evidence of the underlying economics of the Vedado short-term tourist accommodation market under ordinary trading conditions and therefore provide a useful guide to the order of magnitude of income reasonably capable of being generated once those exceptional conditions have substantially abated." ST goes on to say "under ordinary trading conditions and outside the present exceptional economic circumstances currently affecting Cuba⁴⁴, a medium-quality three-room casa particular in Vedado would reasonably be expected to possess a gross earning capacity in the order of US\$15,000 per annum, with a corresponding net earning capacity in the order of US\$11,000-12,500 per annum after ordinary operating expenses. The Petitioner respectfully submits that this provides a realistic, balanced and deliberately conservative benchmark against which the Respondent's evidence concerning the future income-producing capacity of the property may properly be assessed. That earning capacity, it should be noted, substantially exceeds the Respondent's realistic annual expenses on the independent evidence, and does not depend upon the Respondent's own labour at any stage." ST rightly accepts that income figures cannot apply to the dire financial circumstances currently being experienced in Cuba. 64. The current circumstances in Cuba, apart from historical financial mismanagement, has been caused by the US Government's economic blockade/sanctions of Cuba, the shortage of fuel (including aviation fuel) and the resultant further severe decline in the Cuban economy. Apart from the above outlined drastic changed approach adopted by Airbnb to Cuban properties, a direct detrimental impact on short term online tourist rentals is the fact that Cuba is no longer able to process Visa and MasterCard payments. I make that finding despite ST's evidence that, based

upon his own experience, he holds the view that many rentals are obtained and paid for in-person, on a cash in hand basis. Cash, of course, is not the process of payment for Airbnb or Tripadvisor, the 44 My emphasis by underlining. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 3 9 of 47 2026-09-02 sites relied upon by ST when projecting/estimating the income that could be generated from renting the property. The foreign bank that handles Visa and MasterCard transactions for Cuba notified the Cuban authorities that it was ending its relationship with Cuban financial services company FINCIMEX. The bank had made that decision following President Trump's Executive Order 14404 which broadened US sanctions against Cuba and increased the risk for foreign banks and businesses dealing with sanctioned Cuban entities. Although there has been tourism since 2020, the figures have been declining. The real blow to that industry has come over the last twelve months and has been massively impacted by the non-availability of fuel from Venezuela following the US's direct actions taken there. Cuba has recorded an over 76% drop in international visitors and a 74% drop in international stopover visitors in the last 12 months.⁴⁵ The ONEI reports that the historically main source of non-Cuban visitors, namely from Canada, has drastically reduced as they have found other locations in the region to visit. The ONEI also reports that: "Cuba is no longer functioning as an international tourism destination in any conventional sense. The Q1 2026 tourism report, covering January through March, combined with May arrival data, paints a picture not of a destination in cyclical decline but of one undergoing structural collapse." The ONEI notes that the bulk of visitors to Cuba are from the diaspora Cubans and remarks: "It is family obligation travel visits driven by ties of kinship and remittance, not by competitive destination appeal. It is structurally inelastic, largely indifferent to hotel quality or resort infrastructure, and generates minimal formal tourism revenue." It is highly unlikely that there will be any beneficial change in the circumstances under the current US Presidency and there remains uncertainty about whether there would be any upturn, or about the timing of any possible upturn, after the next US Presidential Election to be held in November 2028. ⁶⁵. I have been shown a number of posts on rental property marketing sites illustrating the rental rates for properties which are consistent with Ms. A's evidence. The fact that a property is being marketed for a price on the tourist rental website does not mean that that income is being or can now be realistically generated. Although I accept that MM's substantial colonial property provides mortgage free housing security for MM, even if I was to find that MM's property was in a condition ⁴⁵ Reported by the ONEI. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 4 0 of 47 2026-09-02 to be now or soon rented, I am not satisfied that it can generate any meaningful income at the present time. I am not able to state with any degree of certainty when it might be able to generate income. The Research paper headed: "Urban tourism - the impact of tourist accommodation residential buildings at Vedado, Cuba" provided by Ms. A is a dated paper which was received by its publisher on 10 March 2020. It is helpful only to the extent that it provides details about Vedado being an area that is favoured as an alternative choice of accommodation to satisfy cultural tourists, and that colonial properties are favoured by them. However, the article must be read in the context of the decline in the Cuban tourism industry

after 2020, and its collapse over the last twelve months. 66. ST accepts that MM has Parkinson's Disease.⁴⁶ With this in mind, ST asked Ms A. to provide expert evidence in regard to the medical system in Cuba and the treatment of that ailment in Cuba. Ms. A is not a medical expert. Therefore, I do not treat her evidence, which is primarily based on her online searches, as being expert evidence on medical matters. I acknowledge from her evidence that there is a universal, state-funded health care system in Cuba and that there has been some groundbreaking research in relation to Parkinson's Disease in Cuba. I also note that there have been periodic shortages of certain medications in recent years in Cuba. The medical diagnosis is a factor when considering MM's income capacity, especially from sources other than her property. It is also a factor when considering her outgoings. Although ST does not accept MM's costing for it, ST does not dispute that MM's medical condition makes domestic assistance (i.e. a housekeeper, a gardener/handyman) necessary. 67. ST relies upon the evidence given by Ms A. in relation to the cost of living in Cuba and MM's stated outgoings. Ms. A attached a schedule in which she set out what she suggested to be the "typical living costs" to provide a "dignified standard of living" for a person in MM's position. In the schedule she set out the total monthly outgoings, converted from Cuban currency to US\$, to be US\$410 (groceries \$150, cleaning products \$25, laundry products \$15, toiletries and cosmetics \$30, eating out five times a month \$120, transport (public and taxi) \$20, charity (discretionary) \$20, local club activities \$20, family gatherings \$10). The annual expenses she totalled at \$980 which averages at \$81.67/month (Clothing \$150, shoes \$80, summer holidays \$600, Veterinary care for dog \$150). In relation to MM's outgoings on domestic employees, Ms. A says that estimated monthly salaries should be housekeeper \$10.06/ month, gardener \$10.06, security guard \$10.20. Ms A. states that a teacher, which MM used to be, earns \$13.34 per month. The total 46 See paragraph 6 above. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 4 1 of 47 2026-09-02 annualised figure provided by Ms. A is US\$5,900. ST does not challenge MM's evidence that she spends (i) \$150/month on medication (\$1800/annum) and (ii) utilities \$108 per annum. He seeks to add those amounts to the above figures taken from Ms A's schedule (including Ms A's US\$204/annum figure for a housekeeper) and to then suggest that MM's "realistic annual requirement" is only US\$8,012. He points out that the average annual spousal maintenance paid has been US\$54,389.65 which is 6.8 times that figure. ST's suggested outgoing figure for MM is less than the net US\$11,000 – US\$12,500/annum tourist rental income figure⁴⁷ that he contends she should receive "under ordinary trading conditions" and when the present "exceptional economic circumstances" no longer exist. 68. MM rightly contends that ST expects her to have a relatively poor standard of living. She is right to say that she is entitled to eat well. I accept that the standard of living that would be appropriate to her is not that of an average Cuban national on a low-income suffering under the economic difficulties being experienced in Cuba. This is especially so when one has regard to her and ST's standard of living in the Cayman Islands and his continued standard of living in Cayman. She should have healthy nourishment, if available in Cuba, at a similar level to that available to ST. I have already noted that the Court must be cautious about some of the details of the outgoings given by MM in her Written Submissions which were not necessarily outlined in her oral or written evidence. 69. At

paragraph 36 in her Affidavit sworn on 27 December 2025 MM lists her outgoings as follows:
OUTGOING/ITEM Monthly US\$ Electricity/water/gas 9 General housekeeping 250 Gardening 25
Groceries 800 Clothing 60 Shoes (300/annum) 25 Internet/phone 5 Toiletries/cosmetic 150
Medication 150 Eating out 60 Laundry products 25 47 See paragraph 64 above. [2026] CIGC (Fam)
12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 4 2 of 47 2026-09-02 Cleaning products 15 Transport 90 Charity 100 Summer
holidays (2000/annum) 167 Veterinary care (350/annum) 29 Club activities 100-150 Family
gatherings 167 (2000/annum) Security guard during holidays 25 (300/annum) TOTAL: 2,252-2,302
70. At page 12 in her Closing Written Submissions MM sets out in a table what she contends
people who are similar to her would likely spend per month on food in Cuban stores and small
businesses. Cuban shops & Online store Price in USD micro-enterprises 4 pounds of sugar x 1.45
5.80 8.44 1 box of 30 eggs 6.50 8.55 30 units of bread 12.00 1 bag of powdered milk 9.25 6.78 / 7.81 1
packet of coffee 8.00 2 bottles of extra virgin olive oil 26.00 27.82 15 packets of rice x 2.60 39.00
27.30 5 packets of pasta x 1.35 6.75 2 bottles Cola drink 4.80 3.00 2 packets of chickpeas x 14.45
(4.81-1kg) 28.90 19.24 2 packets black beans x 3.80 st Diego 7.60 7.98 2 packets of brown beans
2.35 4.70 5.82 2 packets of lentils x 7.60 15.20 8.64 2 packers - white beans x3.80 7.60 8.64 2 packets
of chicken 12.31 15.00 1 packet of pork 2kg 35.00 37.51 1 can with tuna 22.00 Beef steak palomilla
3kg 75.00 75.00 3 pots of yogurt x 14.40 43.20 1 unit of Gouda cheese, 1 kg 12.50 14.08 2 tubs of ice
cream x 11.85 23.70 2 units of butter 3.00 Desserts (approx) 60.00 8 bottles of water 1.90 15.20 4
pounds Salmon - 1 pound x 28 112.00 82.54 [2026] CIGC (Fam) 12 ST v MM - Judgment
FAM0051/2016 2026-09-02

FAM0 051/2016 Page 4 3 of 47 2026-09-02 Slices of hake 24.50 29.07 Lettuce x 0.50 4.00 Tomatoes
0.90 a pound (approx) 25.00 Cucumber 0.90 a pound (approx) 25.00 Can- pitted green olives 13.79
8 Pineapples / per weight (approx) 15.00 Orange x 1.25 31.00 Lemon 1 pound x 1.50 4.50 20 pounds
of mangoes 20.00 4 packets of grapes x 7 USD each 28.00 Apples 0.75 each 30.00 TOTAL: 816.80 71.
When I consider the latter table in which MM sets out in more detail what she contends people of
her equivalent station would likely spend per month on groceries/food in Cuban stores and in
small businesses the content appears, on the whole, to be a summary consistent with her
produced photographic evidence of individual items with their prices on the shelves in the
supermarkets. The total figure is only \$16 more than the grocery figure set out in the table set out
in her affidavit⁴⁸. The items listed and shown in the photographs are not luxury goods and they
seem to be similar to those found in the normal supermarkets in Grand Cayman. MM states that
the type of groceries that she buys are a similar cost to those in the Cayman Islands, especially as
most are imported. ST appears to over rely on a remark made by me during the hearing that the
shops in Cuba featuring in the photographs of food on shelves appear to be in 'upmarket shops'.
By Cayman standards they are not so grand and there is no reason why MM, like ST, should not
be able to shop in an established supermarket rather than from roadside sellers. MM is entitled
to have a standard of living, as similar to that reasonable level enjoyed by ST that may be possible
in Cuba, and that includes eating food of a similar standard purchased from established
supermarkets. Ms. A's evidence about average costing for groceries does not take that into
account and her figures reflect the cost of food for those who live in what appears to be abject

poverty in Cuba who do not eat the same type and quality of food that MM and ST eat, a lot of which is imported. Therefore, I find it appropriate to prefer the detailed evidence of MM to that given by Ms. A in relation to the cost of groceries purchased by MM. Although some of the items may be ones that many persons in Cuba may not be able to purchase, the list of items seem reasonable for someone of MM's (and I would 48 See paragraph 63 above. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 4 4 of 47 2026-09-02 also say ST's) standing. I therefore accept MM's grocery figure set out in her evidence which is \$800 per month. 72. However, my observation about the grocery bills does not mean that I reject ST's evidence that the wider cost of living in Cuba is less than it is in the Cayman Islands. It is clear that areas such as housing, medical expenses, transport cost, utility bills and salaries for housekeepers and gardeners are much higher in Cayman.⁴⁹ When I look at the table in paragraph 70 above there are some areas where savings could be made. When reaching figures in the revised table I do not feel that the 'average' amounts set out by Ms. A are applicable for a person of MM's station and both parties' standard of living. I am satisfied that MM pays her full-time long-standing housekeeper and gardener/handyman very well. However, it is a large property and it is evident that, due to her health position, she greatly relies upon their valuable assistance. MM's dependency on their assistance will be increased if she is able to get the business up and running. Although their disclosed salaries greatly exceed the average salaries which Ms. A has stated and shown in her research, I believe there is a need for continuity of this assistance. That said, I feel that the figure for the housekeeper should be reduced to a more reasonable outgoing figure. Like ST, MM is entitled to have some form of social life, so eating out at proper restaurants is reasonable at \$60. MM should also be able to attend and host family gatherings and to take holidays and that is why those items remain, albeit assessed at a lower rate. MM has no vehicle but having regard to the costs of transport in Cuba I am satisfied that \$50 is a reasonable figure. OUTGOING/ITEM Monthly US\$ Electricity/water/gas 9 250 General housekeeping reduce to 150 Gardening 25 Groceries 800 Clothing 60 reduce to 30 Shoes (300/annum) 25 Internet/phone 5 150 Toiletries/cosmetic reduce to 100 Medication 150 Eating out 60 ⁴⁹ This is not intended to be an exhaustive list, but only examples. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 4 5 of 47 2026-09-02 Laundry products 25 Cleaning products 15 90 Transport reduce to 50 100 Charity reduce to 0 Summer holidays (2000/annum) 167 reduce to 83 Veterinary care (350/annum) 29 100-150 Club activities reduce to 50 167 Family gatherings (2000/annum) reduce to 83.33 Security guard during holidays 25 (300/annum) TOTAL: 1598 Conclusions and orders 73. At this time, maintenance apart, MM does not have any meaningful source of income. For reasons mentioned above, that situation will highly unlikely not change until possibly after the next Presidential election to be held in November 2028. It is uncertain whether it will actually change then and, if it does, within what timeframe. ST argues that on MM's disclosed outgoings figures, the Court should draw an inference that MM has, or should have amassed, savings far in excess of the amount which she eventually disclosed was in her friend's account in the Cayman Islands. He argues that she should be able to rely upon such savings rather than on any maintenance from him. I note that submission despite the fact that the content in the SOF and in

the Consent Order did not seem to support such a submission. There may be some merit in saying that MM should have saved sums greater than the disclosed figure, especially as it is not clear how significant parts of the payments received have been utilised. 74. If I were to accede to ST's primary case and terminate maintenance payments at this stage, I am not satisfied that MM's reasonable needs would be met at this time. In the application which is currently before me I must consider fairness and MM's needs at this time. It is obvious to me that it would be inappropriate to terminate maintenance at this time. However, it is appropriate to consider whether there should be a variation. Although this was a relatively short marriage, ST has made generous payments over 10 years for amounts that have exceeded MM's disclosed needs. I have found that both parties, when submitting the Consent Order, understood that the maintenance order could be varied at a later date. That date would be after MM had been provided with a reasonable time (and in normal circumstances 10 years would be a reasonable time) to establish her [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0 051/2016 Page 4 6 of 47 2026-09-02 business and, at that time, the parties would be in a more informed position about their financial positions. 75. I am minded to vary the Maintenance Order. Both parties contributed to the marriage. Although this is not a case where one party has stayed at home to look after a child of the marriage, I recognise that MM's teaching career was disrupted by the marriage. I note that there was a fair and equal capital split of the matrimonial assets. I have regard to the fact that, although there was no clean break, the total amount of the maintenance payments that have been made mean that the MM has received sums that are far greater than any capital sum she would have received on a clean break increased capital percentage division approach. When the Consent Order was submitted and approved it was not envisaged that 10 years after the order MM would still have failed to have generated any income from the Cuban property and that she would remain fully reliant upon ST. At the time of the Consent Order, it was understood by the parties that MM had an income capacity, albeit a delayed one with an uncertain commencement date, and that uncertainty is why the maintenance payments could not have a cut-off date set out in the Consent Order. 76. I find during the transition period, namely during the first-year after the order is varied (commencing 25 September 2026), that MM's reasonable needs would be met with ST paying \$2,000 per month. Although this is above my calculation of her day-to-day outgoings, this figure commendably suggested as an alternative by ST, would enable MM to adjust to the change. Thereafter, from 25 September 2027, it should be reduced to \$1,600 per month. The \$1,600 per month should be paid until 25 December 2029. I have selected that date in 2029 as that will be just over 12 months after the holding of the next Presidential election. By that time, there may be a change in US policy towards Cuba which may enable ST's property to become income generating. However, if it becomes evident by that time that there would be no change in US policy, MM would have had sufficient time to explore downsizing to a property that better meets a single person's needs and thereby release funds to meet her reasonable living expenses. It is important that MM recognises that the Court's expectation is that downsizing is the course that MM should be taking if the colonial property does not generate a meaningful income in the above timeframe. If the matter is not brought back to Court before the end of December 2029, then the maintenance provision will

cease. [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

FAM0051/2016 Page 47 of 47 2026-09-02 77. I have not had to detail or analyse ST's outgoings nor his salary income in this Judgment, as it is patently clear that he has sufficient disposable income from his salary and net property rental income to meet the above maintenance obligations. _____
_____ THE HON. JUSTICE RICHARD WILLIAMS JUDGE OF THE GRAND COURT [2026] CIGC (Fam) 12 ST v MM - Judgment FAM0051/2016 2026-09-02

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE <https://judicial.ky/n0c-storage/judgments-repository3/FAM0051201609022026STVMMJUDGMENT.pdf>

CASE PAGE <https://chat.esheria.ai/case-law/cayman-islands/st-v-mm-2026>

Prepared on 29 October 2026 · Esheria