

JERSEY / JUDGMENT

L v M (Matrimonial)

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Matrimonial – reasons relating to ancillary matters and pre-nuptial agreement. [2016]JRC184A Royal Court (Family) 11 October 2016 Before : Carol Elizabeth Canavan, Registrar, Family Division. Between L Petitioner And M Respondent IN THE MATTER OF L-V-M (MATRIMONIAL) AND IN THE MATTER OF THE MATRIMONIAL CAUSES (JERSEY) LAW 1949 Advocate F. C. Binet for the Petitioner. Advocate B. J. Corbett for the Respondent.

reasons

the registrar:

Background

1. The petitioner wife (“the wife”) was born and raised in the United Kingdom. In 1998 she came to Jersey to visit her cousin, and during that visit she met the respondent husband (“the husband”). At that time the wife owned Property A in the United Kingdom jointly with her ex-husband. The husband owned Property B in Jersey. It was not disputed that Property B had been jointly owned with the husband’s first wife who had predeceased him. 2. It was the wife’s evidence (not disputed on behalf of the husband) that upon her return to the United Kingdom after her visit, the husband began telephoning her regularly and they developed a friendship. The husband invited the wife to his 65th birthday party in 1999. She had stayed in the spare room at Property B. 3. The parties continued with their relationship after the wife’s return to the United Kingdom and in August 1999 they became engaged. The wife made what she called “a very big decision” and “a risk”, to sell Property A and move to Jersey. She moved in with the husband in April 2000. Arrangements were made for the wedding to take place in 2000. 4. In November 2000 the wife and the husband signed a pre-nuptial entitled “Pre-Nuptial Agreement” a redacted copy of which is shown below as Schedule 1:- “PRE-NUPTIAL AGREEMENT THIS AGREEMENT is made the 1st day of November Two thousand BY AND BETWEEN M AND L WHEREAS:- (A) M and L intend to marry in November 2000. (B) Both M and L have been married before and both have children from their previous marriages. (C) M is the owner of a property in Jersey and L is the owner of a property in England. (D) Both M and L wish to devise their respective properties to their respective issue and neither wish that the other claim any interest in the property owned by the other. NOW THIS AGREEMENT WITNESSETH THAT:- Neither party shall claim any rights of franc veuvage in the real estate of the other or any rights of dower in the real estate of the other. SIGNED by the said M (signature confirmed) At St Helier,

Jersey this 1st Day of November 2000 BEFORE ME (witness signature confirmed) SIGNED by the said L (signature confirmed) At St Helier, Jersey this 1st Day of November 2000 BEFORE ME (witness signature confirmed)” 5. In March 2016 the husband was taken into hospital and, for reasons described in more detail below, he has not returned to Property B since his discharge from hospital. 6. The wife issued her divorce petition and application for ancillary relief in April

2016. Decree nisi was pronounced in June 2016 and the decree was made absolute in July 2016. 7. In August 2016 an order was made, inter alia in the following terms:- “given that the husband no longer has capacity to give instructions, his daughter Miss C be appointed his guardian ad litem” “the matter be listed for a hearing in October 2016 (commencing at 10am) to determine the discreet issue of what weight, if any, should be attached to a pre-nuptial entitled “Prenuptial Agreement” signed by the parties in November 2000”. The husband’s health 8. Miss C gave evidence that the husband had been taken into hospital in March 2016 but she did not know what exactly was wrong. The husband had been given a lumbar puncture and he had seemed to improve after that. It had been intended that the husband would return home to Property B after his discharge from hospital but after a visit to Property B with an occupational therapist, he had decided that he did not want to go back if the wife remained in Property B. When he left the hospital in April 2016 he went to stay temporarily with one of his daughters. The wife had been shocked that the husband did not want to return home. She said that she had never been given a reason for his decision. 9. The husband had subsequently been sent to Southampton Hospital to have a shunt fitted in order to drain the liquid from his brain. Unfortunately there were complications and he is now seriously ill. He no longer has capacity and cannot live independently. He requires level 4 care. Before going to Southampton the husband had given a power of attorney to Miss C to enable her to deal with his affairs. The pre-nuptial agreement
10. In her affidavit dated the 28th September, 2016, (and subsequently in her oral evidence) the wife described how it came about that the pre-nuptial agreement was signed:- “In November 2000 (three days prior to our wedding) M told me that we needed to go to town. I assumed that we were either going for lunch or shopping. In fact, M walked me (without any prior warning) into an office which, only as we walked in did I realise was a lawyer’s office (then Ogier & Le Masurier). I was taken aback when he and I then went into a room and met with an Advocate. I recall that the Advocate in question was an older gentleman who had grey hair and was balding. After the Advocate had greeted us, M passed a piece of paper to me and said, “I just want you to sign this”. I felt sick when I saw that the pre-nuptial was entitled “Pre-nuptial Agreement.” I could see that M was very uncomfortable. I did not know what to do. M and I had never discussed how our financial arrangements would work, let alone discussed entering into a pre-nuptial agreement. I just wanted to get out of there and this must have been very obvious to the Advocate (who I now know to have been the late Advocate Messervy as my lawyer has identified his signature (in the capacity of witness) on the pre-nuptial agreement). I distinctly remember Advocate Messervy saying to me, “These

things are not always binding.” I very much gained the impression that he felt sorry for me and that he was trying to reassure me. I remember looking at the words on the page and not understanding what was going on. I could only assume that M’s children had put M up to having this pre-nuptial prepared. I signed the pre-nuptial because I did not want there to be a disagreement within the family immediately before the wedding”

11. In her oral evidence the wife said she had felt upset when asked to sign the pre-nuptial agreement as there had been no previous discussion about it. She could not believe that the husband had made her sign it. Her evidence on whether or not she understood what she was signing was slightly contradictory in that she said she did not understand what a pre-nuptial agreement was and did not know what she was signing. However she went on to say that she knew the agreement meant that she would have no claim on the husband’s house and he would not have a claim against the money she had left. She then added that she knew what it meant “after the event but not really when signing it”. The wife had not received any legal advice.
12. In answer to questions from Advocate Corbett the wife confirmed that, even though she had “felt sick”, she had not asked any questions of either the husband or Advocate Messervy because she trusted the husband, she felt safe with him. There had been no suggestion that the wedding would be called off if she did not sign the pre-nuptial agreement and she had not asked what would happen if she did not sign. At the hearing a letter signed by the wife (addressed to Ogier & Le Masurier) in November 2000 in the following terms was produced by Advocate Corbett:- “Dear Sirs I write to confirm that I have not received any legal advice from you in relation to the Pre-Nuptial Agreement which I am today signing, my signature being witnessed by Advocate Messervy of your firm but purely as a witness”.
13. Miss C gave evidence that she could not remember when she had first learned about the pre-nuptial agreement but neither she nor her siblings had had anything to do with it at the time it was signed. As far as she was aware the pre-nuptial agreement was only discussed with Advocate Messervy, the husband and the wife. The husband had not confided in his family regarding the pre-nuptial agreement. The family had not been aware of the pre-nuptial agreement until quite some time after the marriage.
14. Her father had told Miss C after coming out of hospital that he and the wife had gone together to see Advocate Messervy and the father thought that the wife had seemed happy about it.
15. Miss C did not know what knowledge the wife had of the husband’s financial situation at the time of the signing of the pre-nuptial agreement. She said that it was highly unlikely that either the husband or the wife had any idea what the husband’s business was worth as it was not being sold and there would not have been a valuation.

16. The wife said in her evidence that she was not interested in the husband's financial situation, although he had known about her finances. She knew that he had built Property B and that he had had approximately £125,000 in his business account about two years after the wedding. The husband had always told her that if anything happened to him the wife would be able to stay in Property B for her lifetime. She had therefore felt secure. The Law
17. Article 29(1) of the Matrimonial Causes (Jersey) Law 1949 provides that prior to making financial provision for a party to a marriage in cases of divorce, the court shall have "regard to all the circumstances of the case including the conduct of the parties to the marriage insofar as it may be inequitable to disregard it and to their actual and potential financial circumstances".
18. *Howarth v McBride* [1984] JJ 1, confirmed that when considering all the circumstances of the case, it is legitimate for the Royal Court (and therefore this Court) to have regard to the factors listed in section 25 of the Matrimonial Causes Act 1973.
19. Both Advocate Corbett and Advocate Binet agreed that it is not possible for a pre-nuptial agreement to oust or fetter the jurisdiction of the court. This was confirmed in the Jersey case of *Le Geyt v Mallett and Rodrigues* [1993] JLR 103 and in the case of *Sharland v Sharland* [2015] 2 FLR 1367. Also in the case of *Radmacher (formerly Granatino) v Granatino* [2010] UKSC 42, [2010] 2 FLR 1900 it was held:- "A court when considering the grant of ancillary relief is not obliged to give effect to nuptial agreements - whether they are ante-nuptial or post-nuptial. The parties cannot, by agreement, oust the jurisdiction of the court. The court must, however, give appropriate weight to such an agreement."
20. Advocate Binet referred to *F v F* [1995] 2 FLR 45 where Thorpe LJ said: "In this jurisdiction they [i.e. pre-nuptial agreements] must be of very limited significance. The rights and responsibilities of those whose financial affairs are regulated by statute cannot be much influenced by contractual terms which were devised for the control and limitation of standards that are intended to be of universal application throughout society." This approach had moved on by the time of the decision in *Crossley v Crossley* [2007] EWCA Civ 1491, [2008] 1 FLR 1467 with the comment by Thorpe LJ that: "The approach that Bennett J took in this case seems to me to accord with a developing view that prenuptial contracts are gaining in importance in a particularly fraught area that confronts so many parties separating and divorcing." In the case of *Radmacher* the oft quoted passage from the wide ranging speech of the majority is that: "The court should give effect to a nuptial agreement that is freely entered into by each party with a full appreciation of its implications unless in the circumstances prevailing it would not be fair to hold the parties to their agreement". It was also held that there are three factors for a court to consider when asked to uphold the terms of a pre-nuptial agreement: (i) Were there circumstances attending the making of the agreement that detract from the weight that should be accorded to it? (ii) Were there circumstances attending the making of the agreement that enhance the weight that should be accorded to it: the foreign element? (iii) Did the circumstances prevailing when the court's order was made make it fair or just to depart from the agreement? Submissions on

behalf of the husband

21. Advocate Corbett submitted that the purpose of the interim hearing was to clarify the intention of the parties when they entered into the pre-nuptial agreement just three days before their marriage. It was the husband's case that the weight to be attached to the pre-nuptial agreement is a matter which should be considered as part of "all the circumstances of the case" at the final hearing of the wife's application for ancillary relief. While a pre-nuptial agreement cannot bind this court it is clearly a very relevant factor to be taken into account when determining the wife's claims.
22. In considering the weight to be attached to the pre-nuptial agreement, Advocate Corbett noted that the pre-nuptial had been prepared by a reputable family lawyer who, although he was the husband's lawyer, she believed had clearly informed the wife of the consequences of the pre-nuptial she was signing, even to the extent of confirming to the wife that the pre-nuptial would not bind the court.
23. Advocate Corbett submitted that the parties had disclosure of each other's assets, the husband was well aware of the wife's half share in her former matrimonial home. The wife was also fully aware that the husband had owned Property B jointly with his first wife. The husband and the wife had both understood that they each wanted their own children to benefit from their separate properties. It is good practice for couples with children from previous relationships to consider their futures on remarriage. It is not done in the expectation that the agreement will be completely disregarded.
24. Advocate Corbett referred to section 25 of the Matrimonial Causes Act as relating to this case:- "(a) The income, earning capacity, property and other financial resources which each of the parties to the marriage has or is likely to have in the foreseeable future;" The wife had retired and was eligible for pensions from both England and Jersey but had not applied for these prior to these proceedings. Throughout the marriage and these proceedings the husband had paid all the wife's household expenses. The husband is permanently disabled to the extent that he lacks capacity. The husband's income from his pension is considerably less than his care home fees. His savings are diminishing quickly. "(b) The financial needs, obligations and responsibilities which each of the parties to the marriage has or is likely to have in the foreseeable future;" The wife resides in the husband's home. She has refused to leave despite it no longer being the matrimonial home since the wife obtained decree absolute on 20th July, 2016. The husband needed to be able to get the property into a fit state to either rent out or sell which would not be possible if the wife remains in the property. "(c) The standard of living enjoyed by the family before the breakdown of the marriage;" The standard of living enjoyed by the family during the marriage had been good. The husband had funded a comfortable lifestyle for the parties. However, the husband's quality of life had reduced dramatically after he became permanently disabled. "(d) The age of each party to the marriage and the duration of the marriage;" The wife is 66 years of age and the husband is 81. The parties were married for 15 years. "(e) Any physical or mental disability of either of the parties to the marriage;" The husband is permanently disabled, he lacks capacity, and

he is extremely ill and is resident in a care home. “(f) The contributions made by each of the parties to the welfare of the family, including any contribution made by looking after the home or caring for the family;” The husband paid all the household expenses, holidays, the wife’s clothes, activities and all other expenses. The parties lived in the husband’s home and the wife kept her capital separate. “(g) The conduct of the parties, if that conduct is such that it would, in the opinion of the Court be inequitable to disregard it; Advocate Corbett submitted that the behaviour of both parties in signing the pre-nuptial agreement had shown that they both agreed to keep their homes separate and not to have claims over each other’s pre-acquired property. This did not apply to savings. “(h) The value to each of the parties to the marriage of any benefit which, by reason of the dissolution of the marriage, that party will lose the chance of acquiring.” By bringing divorce proceedings and applying for decree absolute the wife had chosen to divest herself of any potential *légitime* claim or claim for dower. There had been no question of the husband issuing divorce proceedings. In those circumstances it was not appropriate for her to continue to live in the husband’s home without making it available for him to let out or sell.

25. Advocate Corbett submitted that the general law of contract applies to pre-nuptial agreements. It was therefore important that the agreement was freely entered into, preferably with the benefit of full knowledge and disclosure and independent legal advice. The wife had had financial disclosure from the husband as well as an explanation of the pre-nuptial even though she did not have her own separate legal advice. Advocate Messervy was an experienced family lawyer who, she said, had clearly explained the implications of the agreement to the wife. There had been no duress or subterfuge. The wife was, at the time the agreement was signed, a fit and active 50 year old. There was no reason to suggest that she did not know what she was signing.
26. It was accepted on behalf of the husband that the wife had not known the reason for the visit to Advocate Messervy. It was not accepted that the wife was unaware of the husband’s assets at the time of signing the pre-nuptial agreement. The wife had been “aware” of the husband’s assets even though no specific schedules had been produced. She submitted that as long as the wife had knowledge of the assets precise details were not necessary. The wife had known that Property B had been the family home, she had known that the husband had a business with approximately £120,000 in a bank account, she had been aware of other items e.g. cars, contents of Property B and so on. There had been sufficient disclosure.
27. The wife was an intelligent woman and therefore would have known that she should ask for legal advice. She could have asked questions but she did not. Advocate Corbett submitted that the wife had understood what the pre-nuptial agreement was about; the pre-nuptial agreement had been fair as both the husband and the wife both wanted to keep their homes for their children.
28. Advocate Corbett considered the facts of this case in light of the list of questions to be considered in determining whether an agreement is binding as set out in *K v K* [2003] 1 FLR 120: (i) the wife had understood the agreement; (ii) she had not received specific legal advice

- but the pre-nuptial agreement was a simple pre-nuptial and it was unlikely that Advocate Messervy would not have said anything about the pre-nuptial; (iii) there had been no pressure exerted on the wife to sign, no duress and no threat to call off the wedding; (iv) there had been sufficient disclosure;
- (v) there had been no other pressure on the wife, she had not asked what the consequences would be if she did not sign; (vi) she had willingly signed the pre-nuptial agreement – Advocate Messervy would not have allowed her to be forced to sign it; (vii) the husband had not exploited the situation as he had not included any other assets in the pre-nuptial agreement; (viii) the agreement had not been entered into in the knowledge that there would be a child; (ix) no unforeseen circumstance had arisen since the agreement that would make the agreement unjust;
- (x) the pre-nuptial agreement meant that only the parties' properties had been ring-fenced; (xi) the agreement did not preclude an order for periodical payments for the wife; (xii) there had been no grounds for concluding that an injustice would be done if the terms of the pre-nuptial agreement were upheld; (xiii) the pre-nuptial agreement was only one of the circumstances of the case to be considered under s.25; (xiv) it would be inequitable to disregard the agreement because the wife still had claims on other assets and the husband's needs are considerable.
29. Advocate Corbett submitted that all the above factors should be taken into account when the Court considers the weight to be applied to the pre-nuptial agreement. It should form part of the exercise of discretion and should not be dismissed out of hand. Submissions on behalf of the wife
30. Advocate Binet submitted on behalf of the wife that no weight should be attached to the pre-nuptial agreement. The pre-nuptial agreement could not bind the court.
31. The evidence before the Court on behalf of the husband was, in large part, hearsay. The statement of Miss C did not recognise that limitation and made a number of assertions not supported by independent evidence and about which Miss C could not give a first-hand account as she was not present at the relevant times. Her statement that she did not know about the pre-nuptial agreement until quite some time after the marriage conflicted with the evidence she purported to give as to what occurred at the time of signing the pre-nuptial.
32. The wife's evidence as to the circumstances of the signing of the November pre-nuptial had been that: (i) she was taken by the husband to his lawyer's office without warning. The wife accepted that she had not been dragged into the office but she had no idea about her involvement and she had been hazy about whether she understood the terms of the pre-nuptial agreement or not; (ii) she was presented with the pre-nuptial agreement and the husband had said, "I just want you to sign this"; (iii) there had been no discussion between the husband and the wife about a pre-nuptial agreement or about their finances in general although it was accepted that the wife knew that the husband had the house, a business and a bank account; (iv) the wife had not understood what was going on at Advocate Messervy's

office;

- (v) the wife had signed the pre-nuptial agreement because she did not want there to be a family disagreement prior to the wedding; (vi) the pre-nuptial agreement was not drafted for the husband and the wife as the latter had had no part in the instructing Advocate Messervy; (vii) the wife had not declined the opportunity to take legal advice as had been suggested as she had never been offered the opportunity to take legal advice; (viii) the wife signed the pre-nuptial agreement because she felt she had no other choice; she had guests arriving for the wedding and it would have been embarrassing if there had been a hitch at the last minute; (ix) the wife had not had time to look at the pre-nuptial agreement on her own or time to reflect;
 - (x) the wife had not been given the opportunity to negotiate the terms of the pre-nuptial agreement; (xi) the wife had not understood the implications of the pre-nuptial and was told by Advocate Messervy that “these things are not always binding”.
33. Advocate Binet submitted that no weight should be attached to the pre-nuptial agreement for the following reasons: (i) it was signed three days before the wedding; (ii) the wife did not have any independent legal advice before signing, the letter dated November 2000 supported this as it showed that Advocate Messervy was only a witness and had not given legal advice; (iii) there was no financial disclosure (she did not even know her own financial position at the time because her house in the United Kingdom had not yet sold); (iv) the wife felt under pressure to sign the pre-nuptial agreement;
- (v) the wife felt she had no choice but to sign the pre-nuptial agreement; (vi) the wife had no understanding of the implications of the pre-nuptial agreement. There had been no safeguards in place but even if there had been, there would still have been a need to look at the fairness of the pre-nuptial agreement.
34. Even if the court were persuaded by the husband that weight should be attached to the pre-nuptial agreement, notwithstanding the gross procedural failings in its creation, there was a final compelling reason why the court should attach no weight to it namely the pre-nuptial agreement failed to meet the wife’s needs. This would be unfair for the wife as she had been married for 16 years, she had left her employment in the United Kingdom and had had to sell her home and share the proceeds because her cohabitation with the husband had triggered the Mesher Order agreed in her divorce after her first marriage. The wife had gone from a secure financial position to a position of reliance on the husband after her move to Jersey. Advocate Binet cited a passage from Radmacher referring to fairness as the third strand for consideration:- “Fairness
75. White v White and Miller v Miller establish that the overriding criterion to be applied in ancillary relief proceedings is that of fairness and identify the three strands of need, compensation and sharing that are relevant to the question of what is fair. If an ante-nuptial agreement deals with those matters in a way that the court might adopt absent such an agreement, there is no problem about giving effect to the agreement. The problem arises

where the agreement makes provisions that conflict with what the court would otherwise consider to be the requirements of fairness. The fact of the agreement is capable of altering what is fair. It is an important factor to be weighed in the balance. We would advance the following proposition, to be applied in the case of both ante- and post-nuptial agreements, in preference to that suggested by the Board in MacLeod: 'The court should give effect to a nuptial agreement that is freely entered into by each party with a full appreciation of its implications unless in the circumstances prevailing it would not be fair to hold the parties to their agreement.'

76. That leaves outstanding the difficult question of the circumstances in which it will not be fair to hold the parties to their agreement. This will necessarily depend upon the facts of the particular case, and it would not be desirable to lay down rules that would fetter the flexibility that the court requires to reach a fair result. There is, however, some guidance that we believe that it is safe to give directed to the situation where there are no tainting circumstances attending the conclusion of the agreement."
35. The approach submitted on behalf of the husband would mean that the wife should receive nothing because Property B was owned by the husband prior to the marriage and therefore falls to be considered as an asset to be passed on to his children in accordance with paragraph D of the pre-nuptial agreement. The husband would not be returning to Property B because of his health. Advocate Binet submitted that the husband has no need for Property B and it will be passed on to his four adult children, leaving the wife penniless and homeless.
36. The wife did not believe that she and the husband would have separated had it not been for the deterioration in M's health. She further believed that both the pre-nuptial agreement and the separation had been driven by the husband's family. Three of his children did not attend the wedding and have not supported the marriage (even though it lasted for 16 years).
37. It was the wife's case that, had it not been for the recent breakdown of the marriage, she would have retained the benefit of the matrimonial home for her lifetime and would have had the benefit of the husband's pensions. The approach being taken on behalf of the husband sought to deprive the wife of any interest in Property B or its value and would leave her without a home and, effectively, penniless. The court should not uphold an agreement which would fail to meet the wife's needs.
38. Advocate Binet submitted therefore that no weight should be attached to the pre-nuptial because of the manifest procedural failings in its preparation and of its complete failure to meet the wife's needs. Because there had been no safeguards in place Advocate Binet asked for an order that the wife's costs of the hearing should be paid. The decision
39. Having heard the evidence, read the skeleton arguments of the wife and of the husband and having heard their oral submissions, I have concluded that I do have to take into account all of the circumstances of this case and that I cannot simply make an order at this stage that no weight should be attached to the pre-nuptial agreement. I am bound by Article 29 of the

Matrimonial Causes (Jersey) Law 1949 to “have regard to all the circumstances of the case including the conduct of the parties to the marriage insofar as it may be inequitable to disregard it and to their actual and potential financial circumstances”. I need to hear the other circumstances which the parties feel need to be taken into account before deciding on the weight to be attached, if any, to the pre-nuptial agreement.

40. I cannot disagree with Advocate Corbett’s considerations as set out in paragraph 28 above. I believe that the wife did understand (as she said in her evidence) that the agreement meant that she would have no claim on the husband’s property and that he would have no claim on her property/money. If she had not understood then it is hard to see why she would have “felt sick” or been upset and angry. I accept that the wife did not have the benefit of independent legal advice but I cannot accept that the pre-nuptial agreement was not explained to her. Advocate Messervy was, as has been said, a very experienced family lawyer and I do not believe that he would have asked the wife to sign the pre-nuptial agreement without explaining it to her (as opposed to advising her on it) or without asking her if she understood what she was signing. It must not be forgotten that she also signed a letter acknowledging that she had not received legal advice from Advocate Messervy. The wife might not have completely understood the consequences of what she was signing but she was, as she said, in love with the husband, she trusted him, she felt secure. I am sure that it never occurred to her that they might not be together for life or that circumstances might change thereby acting as a trigger event for the provisions of the pre-nuptial agreement to come into play.
41. It is open for argument in due course that the lack of safeguards are such as to affect the weight attached to the pre-nuptial agreement. However this is a needs case and although the needs of the parties were briefly referred to, I was not provided with sufficient or detailed information with regard to the needs or all the other circumstances which the parties feel should be taken into account. In due course I will need to consider whether or not this is a case as that referred to in paragraph 81 of Radmacher:- “The parties are unlikely to have intended that their ante-nuptial agreement should result, in the event..... of the marriage breaking up, in one partner being left in a predicament of real need, while the other enjoys a sufficiency or more, and such a result is likely to render it unfair to hold the parties to their agreement”.
42. Sadly, due to the husband’s health and Advocate Messervy’s demise, there was no direct evidence to explain why the husband went to see Advocate Messervy and what his instructions were. The fact that the pre-nuptial agreement related only to Property B might be taken to be an inference that the husband had no intention of depriving the wife of a share of any of his other assets whatever they might have been. I accept that the wife believed that in the event of the husband predeceasing her that she would have been allowed to stay in Property B for her lifetime but unless the husband made a will to that effect, the fact that the wife has obtained a decree absolute has extinguished any rights which she may have had with regard to Property B. Authorities Matrimonial Causes (Jersey)

Law 1949. Howarth v McBride [1984] JJ 1 (JLR 1). Matrimonial Causes Act 1973. Le Geyt v Mallett and Rodrigues [1993] JLR 103. Sharland v Sharland [2015] 2 FLR 1367. Radmacher (formerly Granatino) v Granatino

[2010] UKSC 42, [2010] 2 FLR 1900. F v F [1995] 2 FLR 45. Crossley v Crossley [2007] EWCA Civ 1491, [2008] 1 FLR 1467. K v K [2003] 1 FLR 120.

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