

**THE EASTERN CARIBBEAN SUPREME COURT
IN THE HIGH COURT OF JUSTICE
SAINT VINCENT AND THE GRENADINES
HIGH COURT CLAIM NO.: 301 OF 1999**



CX

BETWEEN:

NORRIS DEANE

Claimant

v

MARCELLA DEANE

Defendant

Appearances:

Ms. N. Sylvester and Ms. R. Forde for Claimant

Mr. B. Commissiong Q.C. for Defendant

2004: June 4

DECISION

- [1] In March 1997 the Court of Appeal ordered that the Middle Street property be jointly held by the parties in equal shares. It was also ordered that the income of that property from 1994 be shared jointly. The Court of Appeal further ordered that the matrimonial home at Prospect be jointly held in equal shares by the parties.
- [2] This order has not yet been fully complied with. Accounts have now been produced which detail the income from the Middle Street property from 1994. Each party employed accountants. The firm of Edwards & Edwards produced accounts which indicate that the total income from the Middle Street building is in the amount of \$497,800.00. This is to be divided equally between the parties.
- [3] From the share of the applicant husband is to be deducted one half of the cost of property tax paid, property insurance paid and maintenance expense for the

Middle Street building. These amount to \$6,094.00, \$34,500.00 and \$4,646.15 respectively.

- [4] In the accounts prepared at the behest of the applicant husband no regard is had for the issue of rental of the Middle Street property. This is incorrect. The applicant was entitled to a half share of the building. He occupied a part rent free. He must pay to the respondent wife one half of the amount of rent due. That amount is agreed at \$67,500.00 and one half that is \$33,750 is to be deducted from the sum due to the applicant from the income from the Middle Street property. In summary, the applicant is entitled to \$169,909.85 as his share of the income from the Middle Street property between 1994 and 2001.

THE PROSPECT PROPERTY

- [5] The matrimonial home has been valued at \$366,850.00 with a monthly rental value of \$2,200.00. The respondent wife has carried out repairs to the property she says to the extent of \$50,210.00. She puts the rental value of the Prospect home at \$750.00 monthly. I find this figure to be too low. However, the rental value of the property in 2003 would have been significantly higher than the rental value in 1994. For ease of calculation I adopt a mean monthly rental figure of \$1,800.00 over the 10 year period. The rents over the period 1994 to 2004 would thus be \$216,000.00. The applicant husband is entitled to one half of that amount that is \$108,000.00. From that sum must be deducted certain expenses associated with the Prospect property. The land and house tax was \$2,275.39. The share of the applicant husband was \$1,137.40. The agreed maintenance outstanding for the daughter, Marcia, was \$4,350.00 and while this does not form part of the order of the Court of Appeal, it is proper that it be dealt with here. In any event the applicant does not dispute his liability to pay this sum. The applicant husband refuses to pay any sum expended on repairs as the respondent wife did not adduce any bills which supported this alleged expenditure.

[6] There was exhibited to the court a signed document from Browne's Hardware Supplies & Construction Services. Unfortunately this document is in the nature of an estimate for projected repairs. It does not evidence that any repairs were in fact carried out. The applicant husband further argues that any repairs done were without his consent and as such he should not be liable. He cited the ancient authority of Leigh v Dickenson [1884] 15 QBD 60 in support. I have no need to decide the point as I have concluded that there is no evidence of expenditure on repairs to the Prospect property.

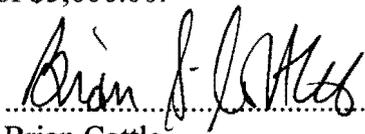
THE DRUG ACCOUNT

[7] The respondent wife says that she settled sums overdue on a drug account. She wishes these amounts to be taken into account. I cannot accede to this request.

[8] The exercise upon which I am involved is to give effect to the order of the Court of Appeal concerning the disposition of the Middle Street property and the Prospect property. It is too late in the day to reopen questions of this drug account. That ought to have been dealt with at the stage of the trial.

[9] In total the amount due to the applicant from the Prospect property is one half of the rentals due over the last 10 years, that is \$108,000.00 plus one half of the value of the property, \$183,425.00 less \$1,137.00 and \$4,350.00, that is \$285,938.00. Upon payment to the applicant husband of one half of the value of the Prospect property he must transfer to the Respondent wife all his interest in the said property.

[10] I award costs to the applicant in the amount of \$5,000.00.


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Brian Cottle
MASTER