

THE EASTERN CARIBBEAN SUPREME COURT

THE HIGH COURT OF JUSTICE

SAINT VINCENT AND THE GRENADINES

HIGH COURT CIVIL CLAIM NO. SVG HMT 2004/0051



BETWEEN:

LAWRENCE FERRIS

Petitioner

v

CILETA E. FERRIS

Respondent

Appearances:

Mrs. K. Bacchus-Browne for Petitioner

Mr. R. Marks for the Respondent

2006: August 11

DECISION

- [1] This is an application by Mr. Lawrence Ferris for a property adjustment order under Part IV of the Matrimonial Causes Act Cap. 176 of the Laws of Saint Vincent and the Grenadines.
- [2] The only property in dispute is a parcel of land at Amos Vale with a dwelling house on it. The property is at present in the joint names of the parties. The land was bought in 1984. The petitioner says he had the land conveyed in the joint names of the parties as they were then married and he "did not anticipate divorce." He says that the respondent made no financial contribution to the purchase of the land. The respondent in her affidavit swears that "we purchased this property jointly so that we could build our retirement home."
- [3] The dwelling house was constructed between 1994 and 1996. A mortgage loan of \$40,000 was obtained. At that time the respondent was living in England. The petitioner

returned to St. Vincent to supervise the construction. The respondent says the house was finished in 1996. The petitioner says that the building was not completed until some time after September 1997. He says that when he came back to St. Vincent in September 1997 he could not stay in the house as the plumbing was not complete and the electricity had not yet been connected.

[4] The respondent says that she sent money to a joint account to assist in the construction of the house. In her affidavit she says that she also contributed to the repayment of the mortgage secured in 1994. At paragraph 5 she says that she has "not assisted with repaying this mortgage since our divorce was granted in January 2001." In cross-examination she then said that she had only paid towards the mortgage for one year from 1996 – 1997. The petitioner says that the respondent make no contributions towards the cost of building the house. He says that he alone services the mortgage.

[5] Both parties were cross examined. I prefer the evidence of the petitioner. The respondent was rude and hostile under cross-examination. Her affidavit in support I found was calculated to deceive. I have already referred to one paragraph concerning her claim to have assisted in the mortgage payments. When it is first read it seems to indicate that she paid the mortgage up to the year 2001. It was only reluctantly and under searching cross-examination that she then said that she had stopped paying towards the mortgage in 1997. She also swore that she had bills and records to demonstrate that she had "contributed financially to (this) house from its beginning to completion." The only bill she produced was a bill for 10 sacks of cement. She could not say how much the cost of construction was. Even her evidence of contributing to the cost of purchase of the land in 1984 is unsatisfactory. In her affidavit she speaks of insisting that her name be included on the conveyance as she knew she had contributed to the purchase of the land by assisting in repaying the loan. Under cross-examination she admitted that this was not so. She did not insist. It was the act of a loving husband towards a then loving wife.

[6] The evidence of the petitioner was clear and consistent. He was able to demonstrate by correspondence from the bank that he services the mortgage payments himself. I thus

accept the evidence of the petitioner that he has exclusively provided the finance to purchase the land and to build the house.

[7] The respondent argues that I should refuse the petitioner's request for a property adjustment order. The petitioner lives in the house. He has paid for its acquisition. The Respondent lives in the U.K. She has been provided for by the orders made for her maintenance on the divorce. She is now in receipt of her own pension. She has also been awarded 75% of the petitioner's pension. When I consider all of the circumstances I conclude that justice requires that the petitioner's application for a property adjustment order be granted. The petitioner will continue to pay the entire mortgage debt. Upon satisfaction of the debt the property is to be reconveyed to the petitioner solely. The respondent's rights to and in the property are extinguished.

[8] I make no order as to costs.


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Brian Cottle
MASTER