

SAINT VINCENT AND THE GRENADINES
THE EASTERN CARIBBEAN SUPREME COURT
IN THE HIGH COURT OF JUSTICE
(DIVORCE)



MT42 OF 2013
BETWEEN:

GRACELYN CLORETH CATO nee PETERS

Applicant/Petitioner

and

LORRAINE A. CATO

Respondent

Appearances:

Ms. Paula David for the Applicant/Petitioner
Mr. Jomo Thomas for the Respondent

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2014: November 4; November 28
2015: April 29
.....

JUDGMENT

INTRODUCTORY

- [1] LANNIS, J. [Ag]: This is an application by the Petitioner (the Wife) for ancillary relief following a decree nisi of divorce granted on 5th July 2013. The decree nisi was made absolute on the 2nd October 2013. The marriage lasted almost 23 years.
- [2] When the parties were married in May 1997, the Husband was 29 years old and the Wife 24. The Husband was a tailor. The Wife was a domestic worker. The Husband is now 52 years old and the Wife 48. Their one and only child, LAFERN LATOYA CATO was born on the 17th January 1985. She is now 30 years old. According to the Medical Report of Dr Michael Bunbury dated 15th April 2013, Lafern has cerebral palsy which means that she is both mentally and physically disabled, severely and permanently. Dr Bunbury opined that Lafern will require life-long care for 24 hours and will never be able to lead an independent life. Lafern has been in the care and control of her mother for over 23 years.
- [3] The orders which the Wife seeks are as follows:

- a. Maintenance in the sum of \$700.00 monthly for the adult dependent child of the family;
- b. Periodical payments under sections 31(1) (a) and 31 (b) of the Matrimonial Causes Act
- c. Lump sum payment under section 31 (1) (c) of the Matrimonial Causes Act;
- d. Periodical payments under section 31 (1) (d) and 31 (1) (e) of the Matrimonial Causes Act;
- e. Lump sum payment under section 31 (1) (f) of the Matrimonial Causes Act;
- f. A property settlement order pursuant to section 32 of the Matrimonial Causes Act
- g. A financial order or transfer of property order for the adult dependent child of the family pursuant to section 38 (3) (b) of the Matrimonial Causes Act.

[4] The natural starting point is the income, the earning capacity, the property and other financial resources possessed by each party.

THE EVIDENCE

[5] The evidence before me is that the Wife lives in Mustique. Her 30 year old daughter Lafern who has cerebral palsy lives with her, and is totally dependent on her. The Wife is employed as a housekeeper by the Mustique Company. She makes a monthly income of \$2,484.00. Her net income fluctuates. It is sometimes \$719.55; sometimes \$934.11; sometimes \$1,106.55. She provided proof of the deductions from her gross income. She has rights and interests in two parcels of land at Adelphi, Biabou. They are registered in the joint names of the Husband and the Wife as Deeds No 2682 of 2006 and 2689 of 2006. One of the parcels of land is vacant undeveloped land. There is an unfinished house on the other parcel. As at January 2014, the undeveloped parcel of land was valued at \$75,000. And the unfinished house and the parcel of land on which it stands was valued at \$305,000.00. The wife says that she has shares and savings totaling \$17,305.44 in the St Vincent and the Grenadines Teachers' Cooperative Credit Union.

[6] The Husband filed a short affidavit on 19th December 2013. In it, he stated that he is a farmer and he makes an annual income of \$4,000. That translates to \$333.00 per month. At paragraph 4 of his affidavit, the Husband states "The value of my property is \$500,000.00 EC dollars." He does not identify which property he refers to, and he has not seen it fit to provide a valuation report to

substantiate such value. He says that his vehicle is valued at \$4,000 and he has savings of \$600.00 with a credit union that he has not identified. His monthly expenses, he says, amount to \$535.00 or \$6,420.00 per year. This tend to suggest that he is living above his means. It is clear that his alleged annual income is significantly less that his alleged annual expenses. From where does the extra \$2,420.00 come? In oral testimony, he says that his last earnings from farming was \$600.00 from selling yams last year. Of that amount, he gave the wife \$200.00 and he spent the rest on building a retaining wall. He admitted that he is a trained tailor, but stated that the last time he made clothes to sell was about 16 years ago, because people are buying readymade clothes now.

- [7] The Wife says that she and the Husband had a joint bank account at CIBC Caribbean Limited and her salary used to be paid into it. However, she eventually set up a separate account for her salary to be paid into, and she left \$6000.00 in the account which was the Husband's share of the money. He eventually withdrew the \$6000.00 from the account, although he said it was for the benefit of Lafern. The Wife says that besides the car that her husband says he owns, he owns a motorcycle and two very valuable sewing machines. She says that it is not true that he incurs the expenses referred to in his affidavit because he lives in his parents' home and that household is maintained by his siblings and a nephew who all live abroad. The Husband has not denied these allegations. According to the Wife, the Husband is able to make more than the \$4000.00 per year which he says he makes. She says that the Husband told her that he works at Arnos Vale doing upholstery for motor vehicles interior. The Husband admitted that he apprenticed with a gentlemen at Arnos Vale for one year doing upholstery work on cars, but the gentleman only paid him bus fare. In relation to the valuation of the property, the Wife says that she does not know how the Husband arrived at the valuation he gave for the property. She emphasised that the combined valuations prepared by Mr Maurice John, which she exhibited, estimate the value of both properties at \$380,000.00.
- [8] In oral testimony, the Wife says that she alone provided the money for the purchase of the two parcels of land. The Husband says that he made contributions towards the purchase and payment of the land. He did not quantify that contribution. The Wife admits that the Husband made some contribution towards the construction of the unfinished house, but denies that he contributed to the acquisition of the lands. She said however, that she contributed more than 90% of the funds for the construction of the house; that the Husband contributed to the house by buying windows, a toilet, a face basin, a door; burglar bars for the lower storey, and cement to put in the windows. According to the Wife, the Husband worked on the house as a labourer and he was paid as a labourer for his work. There is no indication as to how much he was paid. The Husband has not denied that he was paid for the work he did on the house as a labourer.
- [9] Interestingly, in her affidavit and in her oral testimony, the Wife says that it was a mistake that the Deed for the lands were registered in both parties' names. Her explanation was that before the Husband left for Canada, they both discussed buying a piece of land. Then her mother and brother got involved.. When the land was purchased, her brother called her, and she in turn called the

Husband. to let him know. His response was that he was not interested in purchasing any land with her. He wanted to buy his own land. She said her brother Kenneth Peters dealt with the lawyer who prepared the papers; that she had told her brother to put the land in the joint names of her (the Wife) and Lafern, but the lawyer advised against it because of Lafern's disability. It was her brother Kenneth, she said, who had instructed the lawyer to make the Deed out in the joint names of the Husband and Wife. Neither Kenneth nor the lawyer were called to give evidence in this regard, to corroborate that bit of evidence. Counsel for the Husband made much of the fact that the marriage continued for 7 years after the purchase of the property and the divorce, yet at no time did the Wife try to correct what she described as a mistake in the manner in which the property was registered.

- [10] Asked whether he would agree that the land and house should stay there to take care of Lafern, the Husband answered, "That land and that house I spend plenty money on. I used to send money for Lafern. How I goin' walk away?" Asked further whether he would agree for the court to make an order saying that the house and land are to stay there to take care Lafern, the Husband answered "I love Lafern, It should stay there for me and Gracelyn to take care of Lafern." I will revert to this issue below.

Maintenance and support and care for Lafern

- [11] As previously stated, the ancillary relief application also relates to the maintenance and support of Lafern who, as said before is an adult dependent child of the Husband and Wife. The Wife says that for the 23 years of marriage she shouldered the full time responsibility for Lafern's care. However, she disclosed that in 1991 when she went to work on Mustique, the Husband shouldered significant responsibility for caring for Lafern. She is however, the main care giver of Lafern. She said that it has always been difficult to get the husband to contribute anything towards Lafern's maintenance. She always had to quarrel with the Husband to get him to contribute towards Lafern's maintenance. The \$6000.00 which was left on the Husband's bank account, and which he said he will keep there for Lafern, he withdrew it from the account. In April 2013, after she quarreled with the Husband, he gave her \$100.00. In September 2013, he gave \$150.00; and in December 2013, he gave \$200.00 which she returned because she was upset. In oral testimony, the Husband admitted that the last time he offered any money for Lafern was in August 2014.
- [12] The Wife states that Lafern does not eat well. She gets her nutritional supplements from Ensure (a nutritional drink) which costs an average of \$250.00 per case of 24. This is purchased every 3 or 4 weeks with the assistance of the Wife's boss. Groceries for the Wife and Lafern costs up to \$800.00 every three weeks. The Wife says she saves every cent of her earnings to build a 'nest egg' for Lafern. She has no assets to provide some form of security for Lafern other than her savings, the two parcels of land and the unfinished house. This situation, the Wife says causes her worry because she will not live forever, and she cannot work forever. "Lafern has to be provided for after my retirement and after my death," she stressed. She alleges that the Husband

has not made any serious attempt to provide for Lafem so far, and it is clear to her that he has no intention of doing so in the near future.

[13] The Wife asks the court to settle the two parcels of land and the unfinished house on her for the benefit of Lafem and her. If, however, the court is minded to award the Husband a share of the assets, the Wife asks that the Husband's share be limited to his financial contributions towards the construction of the house. She has not however, suggested what the quantum of that contribution might be.

[14] The Husband, on the other hand, is not of the same view. He counsel submits that there is nothing in the evidence which persuasively demands that the Wife should be awarded more than an equal share in the property. Nevertheless, counsel was of the view that a 60/40 split would be equitable. Counsel reasoned that the ten per cent deviation from equality goes to the fact that the Wife is the primary care giver of Lafem. It will be readily apparent that the Husband is seeking a financial settlement.

THE APPLICABLE STATUTORY PROVISIONS

[15] There are very wide powers given to the court under the Matrimonial Causes Act Chapter 239 of the Laws of Saint Vincent and the Grenadines Revised Edition 2009 (the Act). It will be useful to remind myself of these powers.

[16] Section 34 (1) and (2) reads:

"(1) It shall be the duty of the Court in deciding whether to exercise its powers under section 31 (1) (a) (b) or (c), 32 or 33 in relation to a party to a marriage and, if so, in what manner, to have regard to all the circumstances of the case including the following matters, that is to say --

- (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;
- (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;
- (c) the standard of living enjoyed by the family before the breakdown of the marriage;
- (d) the age of each party to the marriage and the duration of the marriage;
- (e) any physical or mental disability of either of the parties to the marriage;

(f) the contribution 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;

(g) in the case of proceedings for divorce or nullity of marriage, the value to either parties to the marriage of any benefit (for example, a pension) which, by reason of the dissolution or annulment of the marriage, that party will lose the chance of acquiring, and so to exercise those powers as to place the parties, so far as is practicable, and having regard to their conduct, just to do so, in the financial position in which they would have been if the marriage had not broken down and each had properly discharged his or her financial obligations and responsibilities towards the other."

(2) Without prejudice to subsection (3), it shall be the duty of the Court in deciding whether to exercise its powers under section 31 (1) (d), (e) or (f), (2) or (4), 32 or 33, or in relation to a child of the family and, if so, in what manner, to have regard to all the circumstances of the case including the following matters, that is to say --

(a) the financial needs of the child;

(b) the income, earning capacity (if any), property and other financial resources of the child;

(c) any physical or mental disability of the child;

(d) the standard of living enjoyed by the family before the breakdown of the marriage;

(e) the manner in which he was being, and the manner in which the parties to the marriage expected him to be educated or trained,

and so to exercise those powers as to place the child, so far as is practicable and, having regard to the considerations mentioned in relation to the parties to the marriage in subsection (1) (a) and (b), just to do so, in the financial position in which the child would have been if the marriage had not broken down, and each of those parties had properly discharged his or her financial obligations and responsibilities towards him."

[17] By section 31(1)(a), the court is empowered to order either party to the marriage to make periodical payments to the other. By virtue of section 31 (1) (c), the court is empowered to order either party to make lump sum payments to the other. By section 32 (1) (a) the court may order a party to the marriage to transfer property to which he is entitled in possession or reversion, to the other party, any child of the family, or to a person for the benefit of a child of the family. And section 31 (1) (b) empowers the court to settle property to which a party to the marriage is entitled, for the benefit of the other party to the marriage and/or a child of the marriage. However, section 38 (3) (b) relaxes

the restriction on making financial provision and property adjustment orders in favour of children who have attained the age of 18 years. It provides that those restrictions shall not apply in the case of a child if it appears to the court that there are special circumstances which justify making of an order.

SUBMISSIONS

- [18] Counsel for the Wife has presented post hearing submissions with ample authorities¹ in support of her contentions, and to justify an unequal distribution of the properties. Counsel for the husband has also provided post hearing submissions and authorities² to justify unequal distribution and to support his contention that neither the facts of the case nor the law dictates that the husband should be cut out of his marital share as the wife suggests. Regrettably, Counsel has offered no suggestion/commitment in respect of maintenance and support for Lafem whom he claims to love so much, and whose wellbeing he purports to be concerned about. On the contrary, counsel in his submissions, has focused mainly on the division of what he terms "marital assets" referring, I suppose, to the two parcels of land and the unfinished house which stands on one of the parcels. I hasten to add that there is no dispute that the Wife has been the primary care giver for the disabled child of the marriage, with sporadic support and maintenance from the Husband. That said, I do not discount the fact that the Husband cared for Lafem for at least a year when the Wife took up employment in Mustique. That was commendable; but he did not do it for the Wife. He did it because it was his parental obligation to do so; and it was the right thing to do.
- [19] Counsel for the Wife in her submissions, has focused on the matters to which the court must have regard as set out in the Act, and she has helpfully discussed and analysed the issues pertinent to each factor, citing the case law which interpret the applicable sections. *supra*

DISCUSSION AND DECISION

Lafem: Maintenance, care and control

- [20] Having read the Wife's application for ancillary relief and the affidavits and exhibits filed by the parties; And having also seen and heard the parties as they gave sworn testimony in court; And taking into account the matters set forth in the Matrimonial Causes Act, section 31, including the financial needs of the child; the physical and mental disability of the child; I make the following orders with respect to Lafem, the adult dependent child of the family.

1. The Husband and Wife shall have legal custody of Lafem, with physical care and control to the Wife. As the husband has complained that he has little or no

¹ Stonich v Stonich, Civil Appeal No 17 of 2002, British Virgin Islands;

Price-Findlay v Findlay, BVIMT2006/0070;

Harford v Harford, GDAHMT1999/0112; Holder Mason v Mason, GDAHMT2009/004

² Stonich v Stonich; *supra*, Bowman v Bowman, Claim No 128 of 2009, St Vincent and the Grenadines

access to Lafem, and has professed and expressed his love for her, and his concern for her well being; and as the court is of the view that he is entitled to reasonable access to Lafem; I order that the Husband shall have reasonable access to Lafem, and in this regard the parties are to give each other reasonable cooperation in relation to the logistics of mutually convenient place(s), dates, times and duration of access.

2. The Husband shall pay to the Wife the sum of \$700.00 per month towards the maintenance, support and general living expenses of Lafem, the adult dependent child of the marriage from the 1st day of May 2015, and on or before the 1st day of every month thereafter until further order of the court.
3. The Husband and Wife are to share equally all reasonable medical, dental or optical expenses for Lafem, from the 1st May 2015, and thereafter on the 1st of every month until further order of the court.

The properties registered as Deed No. 2682 of 2006 and Deed No 2689 of 2006

- [21] The next matter for the court's determination on the Wife's application is whether, and if so how, the properties should be adjusted or divided. As previously stated, the Wife asks the court to settle the two parcels of land and the unfinished house on her for the benefit of Lafem and her. In the alternative, she asks that if the court decides that the Husband ought to be awarded a share of the assets, that the Husband's share be limited to his financial contributions towards the construction of the house. She has not however, suggested what the quantum of that contribution might be. And although she is taken as referring specifically to the two parcels of land, and the unfinished house, she does not expressly indicate what precisely she was referring to as "the assets".
- [22] As has been earlier alluded to, the Husband's counsel suggests that there should be a 60:40 division of the marital property, without stating what must be included in the term "marital property" I take it that by "marital property" the Husband, like the wife is referring to the two parcels of land and the unfinished house.
- [23] The property owned by the parties may be divided into seven items:
- (i) The undeveloped parcel of land registered as Deed No 2682 of 2006 standing in both names, a portion of which is cultivated by the Wife's mother and a portion of which is cultivated by the Husband.
 - (ii) The parcel of land with incomplete dwelling house standing thereon registered as Deed No 2689 of 2006, standing in both names, presently unoccupied.
 - (iii) A motor vehicle owned by the Husband, valued at \$4000.00.

- (iv) A motor cycle owned by the Husband - no value ascribed.
- (v) Two sewing machines owned by the Husband - no value ascribed.
- (vi) Furnishings in the unfinished house - no value ascribed.
- (vii) The Wife's shares and savings totaling \$17,305.44 in the St Vincent and the Grenadines Teachers' Cooperative Credit Union.
- (viii) The Husband's savings of \$600.00 at an unidentified Credit Union.

[24] The Wife has made no direct claim on the Husband's savings, his motor vehicle, nor his motor cycle, nor his sewing machines, nor his items of furniture in the house, (being a bed, a mattress and some chairs). And the Husband has laid no claim to the Wife's shares and savings of \$17,305.44. Nor has he laid any claim to the Wife's items of furniture at the unfinished house (being a cabinet and three beds). In these circumstances, I am of the opinion, that the Husband and the Wife should each be allowed to keep those personal items as there is no claim and no disagreement regarding them.

[25] The disagreement peaks with the two parcels of land - one undeveloped, the other with an unfinished house standing thereon. As was previously mentioned, based on the valuation report of Mr Maurice John, the Wife ascribes a value of \$75,000.00 to the undeveloped land, and a value of \$305,000.00 to the other parcel of land and the incomplete house which stands thereon. The Husband, on the other hand, ascribes a value of \$500,000.00. The court attaches little or no weight to that valuation as it has not been substantiated. I regard the valuation of Mr John as the best evidence of value of the subject lands.

[26] A good starting point in considering a property adjustment order in this case is to recognise that the properties are vested in the joint names of the Husband and the Wife. Irrespective of why the property was conveyed into joint names, the effect of such conveyances is clear. A conveyance into joint names establishes a prima facie case of joint and beneficial tenancy with survivorship, unless and until a contrary intention is proved. There is no plausible evidence to show any agreed intention by the parties that the property belong to them in any particular shares. It must be remembered, however, that during cross-examination, the Wife agreed that the understanding between the parties was that any asset acquired by the parties during the marriage would have been shared between them. The Wife has now asserted that the properties were conveyed in joint names by virtue of a mistake on the part of her brother and lawyer. I doubt whether that assertion is of any relevance in these proceedings. It might have been relevant in separate proceedings brought by the Wife to rectify the alleged mistake, or to cancel the Deeds of Conveyance. But she has chosen not to bring any proceedings other than the present proceedings. There is no scope for rectification or cancellation in these proceedings. But certainly, there is scope for adjustment.

[27] It was Lord Reid who said in **Gissing v Gissing**³ that the notion that equality is equity is no more than a "high-sounding brocard" That statement, although a little extreme, may be applicable here. In proper cases, courts have repeatedly departed from the established equality principle in cases of unequal contribution, and where such departure is justified. In my judgment, the invocation of the equality principle may be inconsistent where, as in this case, the parties have contributed unequally to the acquisition of the land and house. In this connection, the court accepts the testimony of the Wife, and there is no dispute that the lands were purchased with her funds alone, and she contributed about 90 per cent of the funds for the construction of the house. She provided documentary proof in this regard, which I accept. The Husband was not keen on purchasing any land with her. The court accepts that the Wife, has been a very hard worker over the years, and a good manager of money; even the Husband attests to that. The evidence also shows that the Husband made some contribution towards construction of the house, but it was minimal, and in any event he was paid for physical work done on the house. The evidence also shows that he had purchased some appliances and or fittings for the house, (not quantified); that neither the Wife nor the Husband ever lived in the unfinished house; that while working in Canada, the Husband sent remittances to the Wife, occasionally; that he has given her at least \$40.00 from farming the undeveloped land. I would put his contribution at 15% and the Wife's at 85%.

[28] These days, fairness is the overriding objective in cases of this nature. To my mind, taking into consideration all the circumstances of this case, and the evidence as a whole, fairness dictates that the land on which the incomplete house stands be conveyed in the name of the Wife, solely, to be held in trust for Lafem, and the vacant undeveloped land be conveyed in the joint names of the husband and Wife also in trust for Lafem. I think this approach does justice to both parties and to Lafem. I take into account that the Husband is not only a tailor but also a farmer, and that he has been working the said land successfully, and that by making the undeveloped land available to him, allows him to continue to cultivate it to generate income to meet his obligation of providing maintenance and support for Lafem and for himself. I expect the parties to do all that is necessary to effect the necessary conveyances, and should the Husband refuse to execute the conveyances, I propose to direct that the Registrar of Deeds sign them. Turning to the application for lump sum and periodical payments.

Application for lump sum and periodical payments

[29] I do not get the sense that the Wife is pursuing the applications for periodical and lump sum payments as prayed for pursuant to sections 31(1) (a) and 31 (b); 31 (1) (c); 31(1) (d) 31(1) (e) of the Act, but if it is, I do not think that the income and means of the Husband would allow me to make such orders. I take account of the need to avoid making orders for periodical payments

³ [1971] AC at 886 at 897(B)

which are beyond the means of the party ordered to pay. In **Watchell v Watchell**⁴ at page 840, Lord Denning MR had this to say:

" In every case, the court should consider whether to order a lump sum to be paid by her husband to her ... One thing is however, obvious. No order should be made for a lump sum unless the husband has capital assets out of which to pay it -- without crippling his earning power. Another thing is this: when the husband has available capital assets sufficient for the purpose, the court should not hesitate to order a lump sum. The wife will then be able to invest it and use the income to live on."

[30] In the context of the application before the court, there is no evidence that the Husband has any capital assets that the court can assess. But the court can assess his income. And in any event, I have already made an order for the Husband's maintenance of Lafern which, based on his evidence, is beyond his means. In making that order, the court has, (as it is entitled to do), drawn an inference adverse to the Husband, as the court was of the view that the Husband has not been entirely frank in disclosing his income. From his evidence, it was clear that his expenses exceeded his income. He has not asserted that he was in arrears for anything. That leaves open to the court to make an estimate of his income. This burden could not be placed on the Wife because this knowledge is peculiarly in the knowledge of the Husband and he was under a duty to make full and frank disclosure. He did not. The court was not impressed with the manner in which he gave his oral testimony as to his income and earning capacity, in particular. In the result, the court estimates his annual income at \$6240.00 (being \$4000.00 which he says he makes annually, plus the extra \$2400.00 which I term as surplus). Additionally, based on his evidence, he will be able, in the foreseeable future to gain full time employment and earn a higher income. I have to also taken account of the seemingly better financial position in which the Wife stands at the moment.

CONCLUSION


[31] I make the following orders:

1. The Husband and Wife shall have joint legal custody of LAFERN LATOYA CATO the adult dependent child of the family; and the Wife shall continue to have physical care and control of the child.
2. The Husband shall have reasonable access to LAFERN, and in this regard the parties are to give each other reasonable cooperation in relation to the logistics of mutually convenient place(s), dates times, and duration of access.
3. The Husband shall pay to the Wife the sum of \$700.00 per month for maintenance and support and general living expenses of LAFERN from the 1st day of May 2015, and continuing on or before the 1st day of every month thereafter until further order.

⁴ [1977] 1 All ER at 840

4. The Husband and Wife are to share equally the medical and dental and optical expenses for LAFERN, from the 1st May 2015, and thereafter on the 1st of every month until further order of the court.
5. The Husband and Wife shall convey into the name of GRACELYN CLORETH CATO nee PETERS, the property comprised in Deed No 2682 of 2006 in trust for LAFERN LATOYA CATO. In this connection, the parties are to do all that is necessary to effect the necessary conveyance; and should the Husband refuse to cooperate in signing the conveyance, the Registrar of the High Court is directed to sign the Deed of Conveyance.
6. The Husband and Wife shall convey into the names of LORRAINE A. CATO and GRACELYN CLORETH CATO nee PETERS, the property comprised in Deed No 2689 of 2006 in trust for LAFERN LATOYA CATO. In this connection, the parties are to do all that is necessary to effect the conveyance; and should the Husband refuse to cooperate in signing the conveyance, the Registrar of the High Court is directed to sign the Deed of Conveyance.
7. No order is made in respect of periodical or lump sum payment.
8. The Wife shall keep, for her own benefit her furnishings in the unfinished house; her shares and savings totaling \$17,305.44 in the St Vincent and the Grenadines Teachers' Cooperative Credit Union.
9. The Husband shall keep his \$600.00 in the unidentified credit union, his motor vehicle; his motor cycle and his sewing machines.
10. Each party shall bear his/her own costs of the application for ancillary relief. However, the Husband and Wife shall share equally the costs associated with compliance with paragraph [31] 5 and 6 of this judgment which essentially adjusts the legal and beneficial interest in the properties.
11. The parties are at liberty to apply.

[32] I am grateful to counsel for their assistance.


Pearlitta E. Lanns
High Court Judge [Ag]