EASTERN CARIBBEAN SUPREME COURT
SAINT CHRISTOPHER AND NEVIS
NEVIS CIRCUIT

IN THE HIGH COURT OF JUSTICE
(CIVIL)

Claim Number**: NEVHMT2017/0044**

Between **Kamiya Nisbett Parris**

Applicant

and

Richard Parris

Respondent

Before: His Lordship Justice Ermin Moise (A.g)

Appearances:

Ms. Midge Morton of counsel for the Applicant
Ms. Miselle O' Brien of counsel for the Respondent

Both Parties Present

2019: March, 14th
July, 22nd

JUDGEMENT

[1] **Moise, J (A.g.).:** This is an application for ancillary relief. The parties were married on 20th October, 2012 until a divorce was granted on 19th March, 2018. This was made final by a decree absolute on 20th April, 2018. On 17th May, 2018, the petitioner brought this application for certain declarations and orders which are ancillary to the grant of divorce. She claims the following:

(a) An order for maintenance for herself and the two minor children of the marriage;
(b) An order granting her sole custody, care and control of the two minor children;
(c) A determination of her interest in the following property:

(i) The property registered in Book 54 Folio 355 of the Register of Titles for the island of Nevis and situated at Lot No. 14 Low Ground Estate (Phase A) in the parish of St. John, Nevis;

(ii) A 2005 Honda CR-V, or the proceeds of the sale of the said vehicle; and

(iii) The business of the respondent named "Parris Leafy Greens"

(d) That the respondent pays the costs of this application.

[2] The applicant has since abandoned her request for spousal support and for any orders in relation to the respondent's business "Parris Leafy Greens". What is left for consideration therefore are the requests for child support, custody of the minor children and the applicant's interest in the property referred to at 1(c) (i) and (ii) above. I note however that the respondent has made a request for custody of the minor children to be vested in him and denies that the applicant is entitled to an interest in any of the properties as she has claimed. I will address each issue in turn.

Custody of the Minor Children

[3] The parties are parents to two minor children who were born during the course of their marriage. They are both girls born in 2013 and 2015 respectively. The elder of the two children is a citizen of the United States of America, having been born in that country. I understand that the applicant is also a citizen of the US, making it possible that the second of the two children may also claim US citizenship. Both children currently reside with their maternal grandmother in New York. There is some disagreement between the parties regarding the circumstances under which the current resident status of the children came about. As the respondent puts it, he agreed to place the children in their grandmother's custody temporarily. This was agreed to as the parties' relationship became particularly acrimonious and it was thought to be in the best interest of the children to remove them from such an environment. According to Mr. Parris, it was always the intention that the children would return to Nevis once the situation had settled down. He states that he is not the holder of a US visa and this prohibits him from having a meaningful relationship with his children as he is unable to travel to that country. He contends that he is being denied contact with his children and that decisions regarding their welfare are being made without his input.

[4] The applicant, on the other hand, agrees that the decision was taken to place the children in her mother's care as a result of the hostile environment which existed at home. However, she also states that the parties had also agreed that there were better opportunities in the United States and that the decision to remove the children from Nevis was not intended to be a temporary solution to the problems between the parents. She too is a US citizen and intends to relocate to the United States soon in order to reunite with the children. She states that she had offered to assist the respondent in the renewal of his visa in order that he may travel to the US. She also states that Mr. Parris had agreed to meet part of the cost of having the children visit Nevis for the Christmas break in 2018. Whilst he had initially agreed to do so he never followed through with that commitment.

[5] One further contention between the parties is the applicant's decision to ensure that the children undergo a period of counseling with a professional child psychologist. It is her contention that due to the experience of the breakdown in the relationship between the parents, the children are in need of professional intervention of this kind. She references one altercation in particular when one of the children had a difficult time after Mr. Parris left the house. Mrs. Parris also expressed some concern about behavior being exhibited by both children after this altercation. One such behavior is that of bed wetting of one of the children. Insofar as that is the case, she reached out to the respondent requesting that the he meets half of the cost of counseling fees. His response was that he does not agree that the children were in need of any counseling. He also states that he was not informed about bed wetting and never observed some of the behavior outlined by the applicant.

[6] The parties both agree that prior to the breakdown of the marriage the respondent was a good father to his children. He states that he was the primary care giver, due to the fact that the applicant worked long hours for a number of organizations, including the government, the 4 seasons Hotel and other charity organizations which she volunteers for. At intervals she was also pursuing further studies. It is his evidence that he spent a significant amount of time caring for his children whilst the applicant was out at work. He bathed them, combed their hair and provided support and care for them. Whilst the applicant corroborates the respondent's role in the lives of his children, she denies that he was the primary care giver. She states that the duties were shared as the respondent also worked into the night at times and they would share the responsibility of caring for the children. I am prepared to find as a matter of fact, that prior to the breakdown of the marriage, the children lived in

a stable home where both parents cared for them and that the duty and responsibility of parental care was shared equally between them.

[7] As it relates to the living conditions in the US, the evidence suggests to me that the respondent acknowledged that the children are well taken care of. He accepts that he conceded that much in a text message to the applicant. The older child is enrolled in school and they are both engaged in extracurricular activities to their benefit. There is nothing presented to me which raises any concern about the living condition in the US and I am satisfied that the children do enjoy a decent standard of living and are well taken care of. As it relates to the respondent's interaction with the children, I am prepared to find from the evidence that he has some interactions with them. There is evidence of him communicating with them via social media and also providing gifts to them during various celebrations.

[8] In light of these findings I must determine whether the children should remain in the US where the applicant intends to reunite with them in due course and in so doing grant care and custody to her. On the other hand, I must consider whether custody and control should be granted to the respondent, in which case the children should be returned to Nevis. In either case I must consider that both parents are entitled to access to the children and have a right and a duty to remain as active participants in their lives.

[9] In accordance with section 16 of the **Divorce Act**[1], a ***"court may, on an application by either or both spouses or by any person, make an order respecting the custody of or access to, or the custody of and access to any or all of the children of the marriage."*** In the exercise of this discretion the court should be guided by section 4 of the **Guardianship, Custody and Access to Children Act**[2] which states that ***"the welfare and best interest of a child must be the first and paramount consideration… in any other proceedings involving the guardianship of, or the role of providing day-to-day care for or contact with a child."*** Ultimately therefore, whatever decision is made in such applications must be what furthers the best interest of the children involved.

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[1] CAP 12.03 of the Laws of St. Christopher and Nevis
[2] Act Number 39 of 2012

[10] Section 4 of the **Guardianship, Custody and Access to Children Act,** empowers the court to also consider the past conduct of the parties in coming to its determination. In that regard, counsel for the applicant requests that the court considers the evidence that the children have witnessed the respondent's physical abuse of the applicant. Reference is made to the case of ***Leah Zilpha Richardson v. Ovin Whitfield Richardson***[3] where the court concluded that the respondent had engaged in physical attacks against the petitioner in the presence of the minor children. The court went on to conclude that ***"unfortunately, the respondent fails to appreciate that when he engages in such selfish acts in his blind determination to inflict pain and suffering on the petitioner he also causes pain and suffering to the children who he professes and I believe loves."*** The court in that case granted custody of the children to the petitioner after references to such conduct by the respondent.

[11] Mr. Parris denies that there is any behavior on his part which ought to lead to any adverse decisions against him in his quest for custody or access to his children. His counsel argues that whilst it is accepted that the relationship between the parties was acrimonious, there is nothing to suggest that he has been abusive to them. He continues to deny abusing the petitioner in any way. For my part, I am of the view that the respondent's counsel is correct in her submissions. Whilst I accept that there may have been a number of altercations between the parties I do not accept that the respondent's behavior is in anyway on par with what was described in the case of ***Richardson v. Richardson***. At one point the respondent in that case threw his family out of the home. This included the personal belongings of even the children. The court found that he made life particularly unbearable for the petitioner. Here the petitioner accepts that the respondent has been a good and loving father to his children. They both agreed to have these children removed from the home in order that they are away from the environment which had then been created. As I have said, I agree that there were a number of altercations between the parties to this case, but not to the extent that the court should deem the respondent unfit to care for his children.

[12] The petitioner has referenced certain behavior on the part of the children which she states to be a direct result of the respondent's behavior. However, I am not of the view that sufficient evidence has been presented on this. No doubt I sympathize with her concerns as a mother, but allegations

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[3] AXAHMT2005/0006

of this nature ought to be substantiated by expert evidence. After considering all of the evidence, I am not satisfied that the respondent's behavior is such so as to make him unfit to care for his children. The evidence is that he had a good relationship with them. Despite the fact that they are girls, he bathed them, combed their hair and performed other functions in regard to their wellbeing which the applicant has acknowledged. I am of the view that neither parent is unfit to care for the children.

[13] Counsel for the applicant also argues that she is in a better financial position to care for the children. During the course of these proceedings the respondent has filed affidavit evidence which seeks to prove some measure of impecuniosity on his part. He was dismissed from his previous employment on 27th June, 2018. Although he was temporarily employed with a construction company as a foreman, this depended on the availability of work. On his own admission he accessed funds from an account which he had initially set up for the welfare of the children when he needed access to cash. His business, which he established towards the end of the marriage, never truly got off the ground and his finances were not in good shape. Despite this, he claimed in his evidence during the hearing that he earns the sum of $6,000.00 monthly from his current employment.

[14] Counsel for the petitioner argues that she has maintained a stable income and is in a much better position to care for the children financially. She states that she earns approximately $5,000.00 monthly as a manager with the 4 Seasons Resort in Nevis. She was employed with the Nevis Island administration as a speech therapist but indicated that she had recently resigned from that position. She denied earning $10,000.00 monthly. However, I do agree with counsel for the applicant that she appears to have had a more stable employment history and an income with which she is able to care for her children.

[15] With these issues in mind I reiterate the need to ensure that the interest of the children is most important. As the court noted in ***Richards v. Richards "it is their welfare which takes paramount consideration and not the views or wishes of the parties.***" The respondent's desire is that the children be returned to Nevis and placed in his custody. The applicant on the other hand wishes for her to be granted custody and expresses a desire that they remain in the US with their

grandmother until such time as she joins them. She also requests that the respondent be ordered to make a monthly payment towards the maintenance of the children.

[16] It is my view however, that in circumstances as the present case the parties ought to have been in the best position to make a determination regarding access to the children. On the one hand it is difficult to accept that a father is bound to seek visa and other entry requirements to have reasonable access to his children. On the other hand, I accept that the children are well taken care of in the US. One is a US citizen and the other is likely to be entitled to citizenship. There is a family structure in the US, including members of the respondent's family. In the case of ***Merchant v. Williams***[4] the court noted that the ***"desirability to maintain continuity in the child's life is important."*** The children have been in the US for close to two years now. One of them is enrolled in school and the evidence suggests that they are both enrolled in extracurricular activities which benefit them greatly. There is no evidence placed before me of any abuse or ill-treatment in the US. In these circumstances I would not be inclined to disturb the current living arrangements. I am however mindful of the need for the respondent to have access to his children. It is important for them to have a fruitful relationship with their father.

[17] To my mind, the proper course of action to pursue would be to grant the applicant primary custody, care and control of the minor children with access to the respondent. However, I would order that the children be returned to Nevis during the summer recess when school is out so that they may spend time with their father. The children are to also return to Nevis to interact with the respondent during alternating Christmas breaks beginning with Christmas of 2019. The parties are to jointly bare the cost of travels and other associated expenses in carrying out this order and the children are to remain in the respondent's custody during these periods.

[18] Neither party has placed any concrete proposal before me regarding the maintenance payments to be made towards the children. Whilst the applicant seeks an order for maintenance the court is only referred to section 15 of the ***Divorce Act*** which states that the court may ***"… make an order requiring one spouse to secure or pay, or to secure and pay, such lump sum or periodic sums, or such sum and periodic sums as the court thinks reasonable for the support of … any or all of the children of the marriage."*** In accordance with section 15(4)(b) of the Act the

[4] NEVHCV2009/0085

court is to consider the condition, means, needs and other circumstances of each spouse and any of the children of the marriage for whose support is sought. These considerations are to include the following:

(a) The length of time the spouses cohabited;
(b) The functions performed by the spouse during the cohabitation; and
(c) Any order or agreement or arrangement relating to the support of the children.

[19] Counsel for the respondent submits that the court should first consider what financial and other benefits the children may be entitled to in the US. She states that there is no evidence provided as to the needs of the children and as such a social inquiry report should be obtained prior to making this order. I do not agree with that submission. Whilst I agree that the evidence is somewhat scant I am not of the view that any further inquiry ought to be made. There is no need for further and unnecessary delay in these proceedings. The respondent admitted in his own evidence that the children are well taken care of. The evidence suggests that he has some communication with them. They celebrate their birthdays and one child has also graduated from some level of schooling. It is the duty of each parent to provide equally for the upkeep of the children.

[20] The respondent stated in evidence that he earns approximately $6,000.00 monthly. He resides in the matrimonial home on his own. He has also presented his expenses. In these circumstances I would order that the respondent pay the sum of $500.00 monthly for each child and that further he assists with one-half of all education and health care expenses for the children. This order is to remain in effect until such time as each child attains the age of 18.

Property Interest

[21] The respondent is the sole registered owner of that parcel of land registered in Book 54 Folio 355. This was a property initially owned by the respondent's mother. It is his evidence that as far back as 2004 he began assisting his mother with mortgage payments secured against this property. In 2007 his name was added to the mortgage when he became a co-borrower in a loan facility in the amount of $300,000.00EC. Together they made monthly payments of $2,323.53 towards this

property. This mortgage was again refinanced in 2011 when the monthly payments were increased with a maturity date for some time 2030. The couple married in 2012.

[22] According to the respondent, in 2016 he decided to take over the mortgage and have the property transferred to him. By that time the parties would have been married for approximately 4 years and they resided in the premises along with the two children. He states that the petitioner requested that he include a sum to assist in paying off some of the outstanding debt which she had. He agreed to this and a loan facility was secured in the sum of $445,000.00. The evidence suggests that this facility was provided in two parts. Credit A was in the sum of $364,000.00. This was granted for the purpose of paying off the existing mortgage in the sum of $278,000.00, a further payoff of a loan granted for the purchase of a motor vehicle and certain outstanding debt owed by the petitioner. Credit B was granted in the sum of $81,000.00 for the purpose of paying off bills belonging to the petitioner.

[23] It is the respondent's evidence that although the property was to be transferred to him solely, he did not qualify for the loan. The petitioner was therefore added to the facility as a co-borrower. A joint account was set up into which both of their income would be placed so as to facilitate monthly payments towards the loan. The property was therefore duly transferred to the respondent from his mother. It is his assertion that there never was an intention that the property be owned by both parties.

[24] The petitioner, on the other hand insists that the property was a joint purchase for the benefit of the parties and their family. She states that she did enquire of the respondent regarding the transfer to his sole name. His response was that her name could not be added to the transfer as it was a mother to son transaction and that it did not matter since they were securing the mortgage together and that it was their home. It is her evidence that she always understood the property as belonging to the parties jointly and acted to her detriment in that regard.

[25] In his affidavit of 10th July, 2018, the respondent states that the mortgage payments were made with his income solely. He paid monthly school fees and babysitting fees for the children and all the utilities. The petitioner, according to him, purchased the groceries and used the remainder of her money in the pursuit of her studies and to conduct her private practice. Despite this assertion, the

evidence suggests that the salary of both parties were placed in the joint account from which the mortgage payments were deducted. The court had sight of the facility letters and correspondence relating to the loan facility and it appears to me to be very clear that the parties were jointly liable for this debt; which is by no means insignificant.

[26] The evidence also establishes that prior to the marriage the applicant was the owner of a parcel of land in her own name. The parties agreed that sometime in 2017 this property was sold for the sum of $102,000.00. The petitioner asserts that this was done for the purpose of assisting the respondent in securing financing to start up his business. Some of this money was placed into an account on a fixed deposit. She states that the petitioner later broke this deposit and withdrew the funds for purposes other than starting up the business. Whilst these funds were shared between the parties the petitioner asserts that she used some of her own funds to assist in repairing the respondents motor vehicle; a Honda CR-V. The respondent also used some of the funds he retained from the account for that purpose. When the loan was eventually approved for the business the respondent informed the petitioner that he no longer wished to be in the marriage.

[27] The respondent, on the other hand, argues that the petitioner sold her property on her own free will in order to pay off debts. It was agreed that $20,000.00 would be placed on a fixed deposit to secure the loan for the business. This was broken and shared equally. Mr. Parris states that he used some of the funds to purchase items of clothing for the children and to purchase parts for the motor vehicle. As I understand it, this motor vehicle was sold and the petitioner also seeks a declaration that she is entitled to a share in the proceeds of this sale.

[28] Counsel for the petitioner refers the court to section 19 of the **Married Women's Property Act**[5] which states as follows:

> ***"In any question between husband and wife as to the title to or possession of property, either party, or any such bank, corporation, company, public body, or society as aforesaid, in whose books any stocks, funds, or shares of either party are standing, may apply by summons or otherwise in a summary way to any Judge; and such Judge may make such order with respect to the property in dispute, and as to the costs of and***

[5] CAP12.11 of the Laws of St. Christopher and Nevis

consequent on the application, as he or she thinks fit, or may direct such application to stand over from time to time, and any inquiry touching the matters in question to be made in such manner as he or she shall think fit…"

[29] The submission is the court is entitled to take a summary approach in addressing issues of ownership of property as raised by the petitioner in this matter. Essentially, what the petitioner claims is a beneficial ownership in the property in question. Her submissions are based on the principles of constructive trust and she makes the argument that although the property was transferred in the sole name of the respondent, there was an intention that it be the joint property of both parties. She acted to her detriment on that understanding and she therefore seeks a declaration as to her equitable interest in the property. Counsel refers to the case of ***Welsh v. Haynes***[6] where Carter J stated the following regarding the manner in which the intentions of the parties are to be ascertained:

> ***"A variety of factors may illuminate the parties "true intentions". A non-exhaustive list will include such factors as: the parties: respective financial contributions towards the acquisition of the property, both initially and subsequently; how the parties arranged their finances, whether separately or jointly or a combination of both; how they discharged the outgoings on the property and their other household expenses; the reasons why the home was acquired in their joint names; the purpose for which acquired; and the nature of their relationship.***
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> ***These principles are reflected in such judgments in this jurisdiction such as Williams v Williams and Tweed v Tweed wherein the courts sought to resolve questions of the division of matrimonial property by considering matters such as the conduct of the parties, express or implied agreements on the acquisition of beneficial rights and the direct and indirect contributions of parties to the acquisition of the matrimonial property.***
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> ***It is therefore accepted that the import of the law relating to constructive trust is generally applied in the determination of the division of property acquired during the marriage by both parties and can be seen from various accepted authorities."***

[30] The court is therefore entitled to assess the actions of the parties, such as the arraignment of their finances, promises made or not made to each other and the general conduct of their affairs during the subsistence of the marriage, to determine whether the petitioner can claim an equitable interest

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[6] SKBHMT2013/0026

in the property in question. The fact that one party may have been solely responsible for the mortgage payments is not indicative of an intention to deprive the other party of any interest in the property. It may be that the parties may have devised a more convenient manner in which to meet their joint financial obligations. In light of this it is perhaps important to consider the judgment of Lord Bridge in **Rosset's Case**[7] where he stated the following:

> ***The first and fundamental question which must always be resolved is whether, independently of any inference to be drawn from the conduct of the parties in the course of sharing the house as their home and managing their joint affairs, there has at any time prior to acquisition, or exceptionally at some later date, been any agreement, arrangement or understanding reached between them that the property is to be shared beneficially. The finding of an agreement or arrangement to share in this sense can only, I think, be based on evidence of express discussions between the partners, however imperfectly remembered and however imprecise their terms may have been. Once a finding to this effect is made it will only be necessary for the partner asserting a claim to a beneficial interest against the partner entitled to the legal estate to show that he or she has acted to his or her detriment or significantly altered his or her position in reliance on the agreement in order to give rise to a constructive trust or a proprietary estoppel.***
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> ***In sharp contrast with this situation is the very different one where there is no evidence to support a finding of an agreement or arrangement to share, however reasonable it might have been for the parties to reach such an arrangement if they had applied their minds to the question, and where the court must rely entirely on the conduct of the parties both as the basis from which to infer a common intention to share the property beneficially and as the conduct relied on to give rise to a constructive trust. In this situation direct contributions to the purchase price by the partner who is not the legal owner, whether initially or by payment of mortgage installments, will readily justify the inference necessary to the creation of a constructive trust. But, as I read the authorities, it is at least extremely doubtful whether anything less will do.***

[31] Regarding the last sentence of Lord Bridge's dictum, it can now safely be said that the law has moved on. Nonetheless it is still good law to suggest that where there is no evidence of an explicit agreement between the parties, the court is entitled to consider whether the conduct relied on by the petitioner gives rise to a constructive trust. One way in which the court may do so is to consider whether both parties made direct contributions to purchase price of the property. In this case the situation is perhaps a little more complex in that both parties brought their own debts into the mortgage. It was not so much that the mortgage was taken for the purpose of acquiring the

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[7] [1990] UKHL 14

property but primarily as a consolidation of debts already owed by both parties. However, to my mind, this would not displace the probability of the joint intention. If anything it may strengthen the argument made by the petitioner. The respondent accepted that he didn't qualify for the loan and needed the assistance of his wife in securing the necessary financing. They were jointly liable to pay this debt and I accept the petitioner's evidence where she states that she enquired of the defendant as to why this property was being placed in his sole name. I accept where she states that he did promise her that the house would become their home and there was nothing to worry about. I note further that at the time she owned property of her own and later sold it to assist the respondent in financing his business. This suggests to me that the parties managed their finances in such a way to as to be mutually beneficial to both of them.

[32] In the case of ***Abbot v. Abbot*** Baroness Hale also stated the following at paragraph 18 of her judgment:

> ***"Furthermore, it was supported by the behaviour of both parties throughout the marriage until it broke down. Not only did they organise their finances entirely jointly, having only a joint bank account into which everything was paid and from which everything was paid. They also undertook joint liability for the repayment of the mortgage loan and interest. This has always been regarded as a significant factor…"***

[33] A similar situation arises in the present case. The parties agreed to transfer their personal income into a joint bank account for the purpose of servicing the mortgage. They were also both jointly liable to make good the payments to the bank to the extent that after the breakdown of the marriage the petitioner was contacted by the bank regarding arrears in payments. I understand that the respondent has since made some alterations to this arrangement regarding his salary payments into this account. However, this does not negate what in my view is clear evidence of the parties having jointly organized their financing.

[34] In the circumstances of this case I find that the parties did have a joint intention that the beneficial ownership of the property is to be shared. They are jointly liable for the debts levied against the property and I am prepared to find, on the basis of their conduct that the applicant has a beneficial ownership of a one-half share in the property. However, the applicant does not submit any concrete

proposal regarding the manner in which this issue is to be dealt with by the court. She cannot escape the reality that they are jointly liable for the debt secured against the property; which includes some of her own financial obligations which she brought into the transaction. I note also that the aplicant's application and submissions does not seek an actual order for the separation of the property, but merely a declaration as to her interest. In these circumstances, whilst I am prepared to declare that she has a beneficial interest of one-half of the property I must also state that she is jointly liable for this debt. The respondent resides on the premises and I am of the view that it may have some value to him beyond that of the applicant, given that it is a property initially owned by his mother. I will therefore make no order as to how this property is to be separated. The parties are to have discussions on this issue with liberty to apply to the court for any further orders which may be necessary.

[35] Regarding the applicant's interest in the motor vehicle which was owned by the respondent I am of the view that a similar situation arises. As I understand it, the motor vehicle was purchased in 2017 and the petitioner states that her name was not placed on the motor vehicle as she did not have a driver's license at the time. The petitioner submits that part of the proceeds from the sale of her own property was used to assist with repairs to the motor vehicle. I am prepared to find that she is entitled to a beneficial share of one-half of the proceeds of the motor vehicle. However, bearing in mind that there is still a sizable debt which both parties are jointly responsible for I am of the view that this ought to be taken into consideration and that the parties are to attempt a resolution regarding the separation of this property with liberty to apply to the court for any further orders which may be necessary if they are unable to arrive at an amicable resolution.

[36] I therefore make the following orders and declarations:

(a) The petitioner is granted primary care, custody and control of the minor children and they are to remain resident in the United States of America unless the parties jointly agree otherwise;
(b) The respondent is to have custody of the minor children during the summer months when school is in recess;
(c) The respondent is to have custody of the minor children during alternating Christmas breaks commencing December, 2019;

(d) The parties are jointly responsible for the costs associated with giving effect to orders (b) and (c) above;

(e) The respondent shall pay the sum of $500.00 monthly towards the maintenance of each of the minor children and is to pay half of the costs of education and healthcare needs of the minor children. This order is to remain in effect until each child attains the age of 18 years;

(f) The petitioner is entitled to a beneficial ownership of one-half of the property registered in Book 54 Folio 355 of the Register of Titles for the island of Nevis and situated at Lot No. 14 Low Ground Estate (Phase A) in the parish of St. John, Nevis;

(g) The petitioner is entitled to a beneficial interest in one-half of the proceeds of the sale of the 2005 Honda CR-V referred to in her application;

(h) The respondent is to give an account of the proceeds of the sale of the motor vehicle within 28 days from the date of delivery of this judgment;

(i) The parties are to have discussions regarding the manner in which the matrimonial property is to be separated and are at liberty to apply to the court for any orders which are necessary in the event that these discussions are unsuccessful;

(j) There will be no order as to costs.

Ermin Moise
High Court Judge

By the Court

Registrar