

1 **IN THE GRAND COURT OF THE CAYMAN ISLANDS**

2 **FAMILY DIVISION**

3 **CAUSE NO. FAM. 229 OF 2009**

4
5 **BETWEEN** **ALLAN ANTHONY FOSTER**
6 **PETITIONER/CROSS-RESPONDENT**

7
8 **AND** **TINA SEMOINE FOSTER**
9 **RESPONDENT /CROSS-PETITIONER**

10
11 *Mrs. Sheridan Brooks-Hurst instructed by Brooks & Brooks appearing for*
12 *the Petitioner/Cross-Respondent*

13 *Mrs. Karin M. Thompson appearing for the Respondent/Cross- Petitioner*

14
15 **JUDGMENT**

16 The application before the Court is for the determination of the
17 outstanding ancillary matters pursuant to the application of the
18 Respondent/Cross-Petitioner ("the wife").

19
20 The applicable legislation is found in sections 19 and 21 of the
21 Matrimonial Causes Law (2005 Revision). These provide as follows:

22 "19. In dealing with all ancillary matters arising under this Law, the
23 Court shall have regard first of all to the best interests of any
24 children of a marriage and thereafter to the responsibilities, needs,



1 financial and other resources, actual and potential earning power
2 and the deserts of the parties.

3 21. At the time of pronouncing a decree under this Law, the Court
4 shall, as appropriate, make orders for –

5 (a) the custody, care and control of the children of the marriage;

6 (b) the disposition of matrimonial property, including the
7 matrimonial home;

8 (c) varying any settlement of the property of the spouses made in
9 consideration of the marriage, whether such settlement was made
10 before or upon the treaty of the said marriage;

11 (d) varying any other settlement of matrimonial property;

12 (e) making financial provision from the property of either spouse for
13 the children of the marriage and for the other spouse;

14 (f) providing for periodic payments to be made by either spouse for
15 the benefit of the children of the marriage and for the other spouse;
16 and

17 (g) costs.”

18

19

20 By Order dated 1st August 2013 arrangements for the care and upbringing
21 of the child of the marriage Hannah Shae Foster born on 29th April 2003
22 were determined. The disposition of the matrimonial property remained in
23 issue.

24

25 The following are the assets for consideration:



- 1 1. The matrimonial home at 51 Trumbach Drive located at Registration
- 2 Section; Lower Valley Block 32C Parcel 182;
- 3
- 4 2. The content of that home;
- 5
- 6 3. Toyota Land Cruiser;
- 7
- 8 4. 23 ft. Angler Pleasure Boat;
- 9
- 10 5. Toyota Sequoia (listed by the Petitioner/Cross-Respondent as a
- 11 personal asset);
- 12
- 13 6. Pensions;
- 14
- 15 7. Personal accounts.

16 The wife's claim against the assets was based on facts which she asserted

17 and which were challenged by the Petitioner/Cross- Respondent ("the

18 husband").

19 The following facts were not disputed with respect to the parties'

20 relationship and the matrimonial home.

- 21 1. The parties were married on 4th July 2005.
- 22
- 23 2. The only child of the union Hannah Shae Foster was born on 29th April
- 24 2003 during a period of co-habitation between the parties prior to the
- 25 marriage.
- 26
- 27 3. 51 Trumbach Drive located at Registration Section; Lower Valley Block
- 28 32C Parcel 182 was purchased in February 2004 ("the property") and was
- 29 registered in the sole name of the husband.
- 30
- 31 4. The said property became the matrimonial home.



1 5. On 1st November 2009 the wife moved out of the matrimonial home
2 with the child Hannah.

3 6. The wife currently lives with her fiancé and the couple have plans to
4 marry at the end of these proceedings.

5

6 The Matrimonial Home

7 In summary, the wife's position was that although the marriage was a
8 short one, ever since the parties had been cohabiting they had planned
9 for a future together. Accordingly, it was her assertion that prior to
10 marriage she worked at the law firm Walkers and also in businesses which
11 she referred to as being "theirs".

12

13 The wife claimed that she worked at EMCS Moving which was a business
14 started by the husband while he was in full time employment elsewhere.
15 She further asserted that other businesses were started together for the
16 joint benefit of the parties and their future together. She claimed that
17 profits from these businesses contributed towards the acquisition of the
18 matrimonial home. She claimed that she initially received no formal salary
19 for working in the businesses but proceeds from them paid for household
20 expenses and expenses for the child. She subsequently received a
21 minimal salary but the businesses continued to fund the mortgage,
22 household and child expenses. She claimed that by working without
23 salary, she had contributed towards the acquisition and maintenance of
24 the matrimonial home. She also claimed that the only reason that her
25 name did not appear on the purchase documents for the property was
26 because at the time of purchase, she had been working for the parties'
27 newly formed company Hannah Group and had not been receiving a
28 salary.

29



1 The wife also asserted that when she ceased working in the businesses
2 and had a formal job at Fidelity Group, by agreement the mortgage loan
3 was taken over by her employer bank, Fidelity Bank (Cayman) Ltd.
4 ("Fidelity Bank"). The original loan was also expanded. At this time, the
5 wife's name was added to the mortgage documents and her name was
6 also added to the promissory note and the house insurance. The couple
7 received the benefit of a discounted interest rate granted to employees
8 and the wife started to pay sums directly towards the mortgage as well
9 making contributions towards household expenses. She ceased to make
10 these financial contributions when she left the matrimonial home and paid
11 rent elsewhere.

12

13 The husband's position in summary was that there had never been any
14 intention on his part nor agreement with the wife for her to have an
15 interest in the matrimonial home. Consequently he used funds which he
16 had to pay for the deposit on the property and it was he alone who
17 applied for and obtained a mortgage to cover the remainder of the
18 purchase price. This was the reason that documentation showed him as
19 the sole owner of the property.

20

21 The husband claimed that such work that the wife did in any of the
22 businesses, was done as a salaried employee. He asserted that when the
23 mortgage loan was transferred from First Caribbean International Bank
24 ("FCIB") to Fidelity Bank, it had been done at the wife's insistence and he
25 had reluctantly complied. It was his contention that adding the wife's
26 name to the mortgage documents, promissory note and insurance were
27 requirements of the bank, because the loan was facilitated through her
28 employment with that institution.

29



1 It was submitted by Counsel for the husband that the wife was entitled to
2 a nominal percentage of the value of the matrimonial home largely due to
3 her lack of significant contribution and the short duration of the marriage.
4 This was assessed at twenty five percent.

5

6

7 Vehicles, House Content, Bank Accounts, Pensions & Personal Effects

8 There is no dispute that a Toyota Land Cruiser with an estimated value of
9 CI \$3,000.00 and a 23 ft. Angler Pleasure Boat with an estimated value of
10 CI \$23,000.00 was purchased with funds borrowed when the mortgage
11 was transferred from FCIB to Fidelity Bank and that these are matrimonial
12 assets. Neither party seeks ownership of either vehicle.

13

14 Another vehicle claimed as a matrimonial asset by the wife is a Toyota
15 Sequoia which she assessed at a value of CI \$10,000.00. It was
16 submitted on behalf of the wife that while this vehicle was purchased post
17 separation, the husband had secured a loan from Fidelity Bank in the
18 amount of CI \$10,000.00 in order to purchase it. This consequently added
19 to the mortgage and increased the outstanding mortgage balance in the
20 parties' joint names with interest accruing thereon.

21

22 On behalf of the husband it was submitted that this vehicle was not a
23 matrimonial asset. It was claimed that CI\$8,542.00 was added to the
24 mortgage on the former matrimonial home after the wife had left that
25 home and had ceased making any contributions towards the mortgage. It
26 was submitted that this vehicle had effectively been purchased with post
27 separation income and could not be regarded as a matrimonial asset.

28



1 With respect to the value of the content of the matrimonial home, the
2 wife relied on the husband's response to the wife's request for further
3 particulars wherein the contents of the matrimonial home were stated to
4 be valued at CI \$50,350.00 with an insured value of CI \$40,350.00.

5

6 Counsel for the husband referred to a valuation dated January 2010
7 obtained by the husband. It was submitted that the value for the
8 furniture/content should remain at the value stated therein of CI
9 \$20,000.00. It was submitted that it would be unfair and prejudicial to
10 the husband to use any other figure for the content of the home because
11 he had stated that he replaced some of the items which the wife took
12 when she left the home and he had added furniture to the home.

13

14 The wife disclosed that she was the holder of various bank accounts with
15 nominal balances. The husband disclosed that he was the holder of two
16 bank accounts at the Bank of Butterfield. His position was vehemently
17 challenged by the wife.

18

19 The wife declared a pension with her former employer Fidelity Bank which
20 had a stated value at 5th October 2012 of US \$70,731.38. After initially
21 stating that he had no pension, the husband subsequently disclosed a
22 pension at Silver Thatch Pensions with a balance at September 2011 of
23 US \$17,954.68. He further stated that he is currently self-employed and
24 does not maintain a pension.

25

26 The wife listed her personal effects as follows:

- 27 1. 2005 mini Cooper motor-vehicle valued at CI \$12,000.00;
28 2. Tag Heuer ladies watch valued at CI \$1,400.00;



1 3. A pair of diamond earrings given to her by her late grandmother
2 which is primarily a sentimental value;
3 4. 2006 Mercedes Benz R350 (with outstanding loan).

4
5
6 It was submitted on behalf of the wife that the husband had not made a
7 full and frank disclosure of his personal assets. Initial disclosure included
8 only two vehicles totalling CI \$5,000.00 in value. Subsequent requests led
9 to the following list which included assets acquired during the period
10 leading up to and following the marriage.

11
12 The husband's assets are as follows:

- 13 1. 1989 Toyota box truck valued at CI \$1,500.00;
- 14 2. 1994 Ford E350 box truck valued at the CI \$3,500.00;
- 15 3. Frederique Constant Watch (Limited Edition) purchased 8th April
16 2005;
- 17 4. Frederique Constant Watch (Limited Edition) purchased 28th May
18 2005;
- 19 5. Limited Edition Breitling Watch purchased July 2009;
- 20 6. Samsung 55" LED television with surround sound and DVD/Blu-ray
21 player purchased 22nd October 2009;
- 22 7. 2004 Toyota Sequoia purchased May 2010;
- 23 8. 1995 BMW M5 purchased on the 1st November 2011;
- 24 9. 2006 Kawasaki motorcycle (beneficial interest attributed to
25 another);
- 26 10. 1975 Datsun 280z purchased 12th of September 2012;
- 27 11. 2008 Harley-Davidson motorcycle purchased in 2012 for US \$16,199.



1
2 Given the dispute over facts, it was necessary to make specific findings of
3 fact.
4

5 Each party testified and I had the opportunity to view their demeanours
6 during testimony, particularly cross-examination. I assessed the
7 credibility of each. Having reviewed the evidence and considered the
8 testimony given, I concluded that the husband had not been wholly
9 forthcoming in his disclosure of his personal assets and business dealings.
10 I was also not wholly satisfied that he had presented all documents which
11 he had access to which involved the businesses to which the wife
12 referred.

13

14 I also noted with interest that when confronted with exhibits which were
15 presented for the first time during trial, the wife gave explanations for
16 some, which amounted to admissions concerning less than noteworthy
17 behaviour on her part. Here I refer, to the admission that she was
18 involved in employing persons for the various businesses who had no
19 work permit. Additionally, it was her case that for the purposes of
20 obtaining a loan, she deceived a financial institution with the assertion
21 that she was receiving a regularly paid monthly salary from one of the
22 businesses.

23

24

25 **Findings of Fact**

26 1. The parties commenced cohabiting in or about August 2002 and
27 shared the household expenses of their rented premises.



1 2. Following the birth of their child the parties shared expenses related
2 to her.

3 3. The husband paid a deposit of CI \$50,000.00 and obtained a
4 mortgage from FCIB to purchase the property which would become
5 the matrimonial home. Funds for the deposit came from the sale of
6 his vending machine business and the proceeds of sale of property
7 which he owned in the United States.

8 4. The parties never had a discussion agreeing that each would have
9 an *equal* share in the matrimonial home.

10 5. Prior to the marriage the wife was employed at a law firm, Walkers
11 and she left that place of employment in either September or
12 October 2003.

13 6. EMCS Moving was a moving company that was started by the
14 husband prior to the relationship between the parties.

15 7. When the wife left Walkers she started to work at EMCS Moving.
16 She worked for this business and other businesses referred to
17 hereafter from 2003 until 2006.

18 8. In August 2003 the husband purchased a wholesale business from
19 H.A. Kaufman who was the grandfather of the wife. The parties then
20 started a company named "Hannah Group" after the child of the
21 union.

22 9. The parties also had two other businesses "Battery Doctors" and
23 "Cartridge Depot".

24 10. The wife worked in Hannah Group dealing in selling, ordering,
25 administration, accounting, payment collection and on some
26 occasions making deliveries. This occurred from August 2003 until
27 the business was closed after Hurricane Ivan which struck the
28 Cayman Islands in September 2004.



1 11. The wife also managed the husband's business, EMCS Moving by
2 scheduling jobs, managing workers, dealing with administration,
3 accounting and bill collection. She undertook similar duties at
4 Battery Doctors and Cartridge Depot.

5 12. The wife worked at Battery Doctors until it closed in 2005 and she
6 worked for Cartridge Depot and EMCS Moving until she obtained
7 employment with the Fidelity Group in June 2006.

8 13. The wife did not earn a salary during the initial years of working for
9 Hannah Group, Battery Doctors, Cartridge Depot and EMCS Moving.
10 In lieu of salary, the businesses paid for the household expenses of
11 the parties and for the child's pre-school fees. The wife
12 subsequently received \$250.00 every fortnight in addition to the
13 business continuing to pay for expenses. She received this payment
14 for approximately eight months until she went to work for the
15 Fidelity Group.

16 14. The sum of \$250.00 per fortnight notwithstanding, the wife was not
17 a salaried employee of the husband in the various businesses.

18 15. The information provided by the wife in August 2006, on her
19 Consumer Loan Application that she received an income of
20 \$1000.00 per month from Cartridge Depot was a lie. This untruthful
21 information was provided to a financial organisation in an attempt
22 to bolster an application for a car loan.

23 16. In or about 2007 the parties made a joint decision to move the
24 mortgage on the property from FCIB to Fidelity Bank so as to gain
25 the benefit of a lower interest rate occasioned by the wife's
26 employment with the Fidelity Group. A loan was taken out to pay off
27 FCIB, refurbish the matrimonial home and purchase a 23 ft. Angler
28 Pleasure Boat as well as a Toyota Land Cruiser to pull the boat.



1 17. After going to work at the Fidelity Group the wife contributed to half
2 the total household expenses and in addition contributed towards
3 the mortgage.

4 18. While living together at the matrimonial home both parties did
5 substantial work on the home in order to improve it.

6 19. After moving out of the matrimonial home, the wife ceased to
7 contribute towards household expenses and the mortgage. She
8 initially paid rent for premises owned by her sister and brother-in-
9 law. She currently assists her fiancé with the expenses for the
10 premises in which they reside including his mortgage payments.

11

12

13 Submissions by Counsel

14 Counsel for the wife submitted that the wife's position should be
15 considered not only from the narrow point of simple need but so as to
16 ascertain her reasonable requirements. Despite the wife's plans to
17 remarry she would continue to be the primary caregiver and provider of
18 the child's day-to-day needs while sharing equally in the expenses
19 relative to the child's education and health needs. She would also be
20 providing a home for the child and any additional expenses for
21 extracurricular activities. It was pointed out that the husband had enjoyed
22 the sole benefit of the matrimonial home since separation.

23

24 It was argued that the wife had made a substantial contribution to the
25 related businesses operated by the parties. Contributions made during the
26 period of cohabitation, it was argued were relevant and the case of
27 **Ebanks v Ebanks 1992-93 CILR 294** was referenced.

28



1 Counsel for the wife also submitted that the evidence provided
2 established that there had been and would continue to be a substantive
3 disparity between the incomes of each party. The Court was asked to
4 make a fair order which sought to rectify this disparity in some way.

5

6 Counsel for the husband submitted that the marriage broke down on 31st
7 October 2009 and the wife had agreed that she had made no further
8 contribution towards the matrimonial home either financially or otherwise,
9 since that date. As such, it was argued, any equity to which the wife
10 would be entitled as a result of her equitable interest in the home should
11 crystallise as at that point.

12

13 Reference was made to a valuation on the property obtained by the
14 husband dated January 2010 which provided an open market value of the
15 property of CI \$429,000.00 with an allowance being made for the
16 furniture of CI \$20,000.00 for a total value of CI 449,000.00. Both sides
17 agreed to the valuation of the property as \$429,000.00. As previously
18 mentioned, Counsel for the husband submitted that the value for the
19 furniture/content should remain at a value of CI \$20,000.00.

20

21 Counsel for the husband also submitted that the evidence showed that
22 the outstanding mortgage on the property as at 31st of October 2009 was
23 CI \$293,408.26. As such it was submitted that it should be that figure
24 rather than the current liability of CI \$266,051.02 which should be used
25 to calculate the equity in the property for the purposes of calculating the
26 wife's interests. Using the foregoing figures Counsel calculated a total
27 equity of CI \$429,000 + CI \$20,000 - CI \$293,408.26 = CI \$155,591.74.

28



1 Counsel for the husband also submitted that the wife's interest should be
2 limited to one quarter in share of the equity of the home. The main
3 submissions in support of this position were as follows. The marriage had
4 been of short duration and the period of cohabitation prior to marriage
5 could not be taken into account when deciding on the
6 allocations/distribution of assets. **Thurner v Thurner (2006) CILR Note**
7 **15)** was referenced.

8

9 Additionally it was submitted that the wife's contributions both financially
10 and otherwise had been minimal in comparison to the husband. He had
11 made a substantial contribution to the acquisition of the property.
12 Further, on the wife's evidence she was currently making a larger
13 financial contribution towards her fiancé's property than she had ever
14 made to the matrimonial home.

15

16

17 **Conclusion**

18 Counsel for the wife cited the Grand Court case of **Ebanks v Ebanks**
19 **1992-93 CILR 294** as authority for the proposition that the court should
20 deal equitably with a spouse who had not contributed as much financially
21 as the other party to the marriage.

22

23 In that case the parties had been living together for six or seven years
24 prior to marriage. During this period the petitioner wife purchased the
25 land on which the matrimonial home was subsequently built. She
26 obtained a mortgage for the purpose of developing the property and she
27 also included the name of the respondent as guarantor. She argued that



1 the respondent's name had been included as guarantor to the mortgage
2 loan because the bank required this as additional security.

3

4 There was one child of the marriage. Throughout the marriage the
5 petitioner paid the mortgage and the expenses of the home generally
6 from her own income and with the assistance of a child from a previous
7 marriage. The respondent's contributions were minimal because of his
8 drinking and his lack of regular employment. The respondent did make
9 some payments towards house expenses and assisted in minor
10 improvements. The mortgage debt was increased when the balance of his
11 car loan was added but he defaulted on that loan.

12

13 Among its conclusions, the court noted that the incidence of legal title
14 being registered in the name of only one party was not definitive of the
15 manner in which the court would exercise its jurisdiction given the court's
16 virtually unfettered discretion to provide for a just distribution of
17 matrimonial assets including the matrimonial home under the Matrimonial
18 Causes Law.

19

20 It was held that while the petitioner wife from the outset had been the
21 one to mainly finance the purchase and development of the matrimonial
22 home, the addition of the respondent's name as guarantor to the
23 mortgage loan was an indication that the parties intended that he should
24 have an interest by virtue of and to the extent of his contributions.

25

26 In the instant case, even when financing was transferred to Fidelity Bank
27 and there was an opportunity to have the wife, now a co-signatory to the
28 mortgage loan, joined as co-owner on the title, the husband refused. In



1 the wife's testimony, she stated words to the effect "*Allan Foster was*
2 *Allan Foster. He wants nobody to have anything.*"

3

4 It cannot be concluded that the husband had any intention to give the
5 wife an interest in the matrimonial home. Clearly however, the facts show
6 that by formally taking on the liability of the new mortgage on the
7 matrimonial home the wife is entitled to be awarded a percentage of the
8 equity in same. Further, the wife made a significant contribution to the
9 home in providing a significant benefit by obtaining a lower rate of
10 interest for the mortgage through her employment.

11

12 I find additionally that in foregoing a salary from the businesses, the wife
13 made a contribution towards the matrimonial home in the period that was
14 September/October 2003 until June 2006. This period included a period of
15 cohabitation.

16

17 Counsel for the husband cited Thurner v Thurner (2006) CILR Note
18 15 another Grand Court case as authority for the position that no
19 interest accrues during cohabitation despite the inference of an intention
20 to marry. In that case there had been no significant contribution towards
21 the matrimonial assets during cohabitation as there had been in this case.

22

23 In the *Ebanks* case referred to aforesaid, the learned judge referred to the
24 case of Foley v Foley [1982] 2 All ER 857 commenting that
25 cohabitation before marriage and contributions made during that time are
26 not irrelevant. In *Foley's* case the Court of Appeal held that a court was
27 entitled to take the view; that what happened during a period of
28 cohabitation did not carry the same weight as the events which occurred



1 during the period of marriage. In that case the judge at first instance had
2 not dismissed a period of cohabitation as irrelevant but had decided to
3 attach less weight to it than to the period of marriage. It was held that he
4 had not been wrong in the exercise of his discretion.

5

6 Based on my findings, the wife is entitled to a percentage share in the
7 equity of the home. In addition to the years of marriage, which were few,
8 I considered the period of cohabitation from September/October 2003
9 only; because I consider that it was at that point, while working
10 exclusively in the businesses without salary that her contribution to the
11 parties' household was significant.

12

13 Having found that the husband purchased the matrimonial home from his
14 own funds in February 2004, while I found it relevant, I ascribed little
15 weight to the wife's contribution during the period of cohabitation
16 between September/October 2003 until February 2004. However, once
17 the home had been purchased I ascribed greater weight to the wife's
18 contribution during the period of cohabitation which took place between
19 February 2004 and the date of marriage on 4th July 2005. Thereafter she
20 made a contribution towards the matrimonial home through her
21 employment in the businesses and while working with Fidelity Group. Her
22 payments towards the mortgage and the household expenses were direct
23 contributions.

24

25 Given the total period involved, a half share is not appropriate and I
26 assessed her percentage interest at thirty percent.

27



1 Both sides had accepted the January 2010 valuation of CI \$429,000.00
2 for the matrimonial home. I applied the current liability of CI \$266,051.02
3 for the purposes of calculation. Additionally, I considered it fair to apply
4 the insured value of CI \$40,350.00 as the appropriate value for the
5 content of the matrimonial home.

6

7 The total equity is calculated as follows: CI \$429,000.00 + CI \$40,350.00
8 - \$266,051.02 = CI \$203,298.98. The wife's percentage share yields the
9 sum of CI \$60,989.69.

10

11 With respect to the personal assets of each party. The husband clearly
12 has more assets than does the wife. Many of these assets, based on
13 information provided were obtained post separation. While I note that his
14 declared assets establish the husband as being in a better financial
15 position than the wife, I register again my suspicion that the husband has
16 not been completely forthcoming about his assets and income. Despite
17 this, I take the view that each party should retain their respective
18 personal assets. I take a similar view with respect to each party's
19 personal bank accounts.

20

21 Clearly, as stated in **P.H.R.S. v S.D.S. 2004-5 CILR Note 1**, pensions
22 are matrimonial assets. It was stated therein "the inference usually drawn
23 is that the party contributing to the pension did so with the intent, and for
24 the purpose, of benefiting his or her family members and that is enough
25 to establish it as a family asset".

26

27 That case also stressed that what is applicable is a percentage of the
28 commuted value of the pension due by dividing the amount of the total



1 contributions into the pension fund during the marriage by the number of
2 those contributions up to the date of trial. The learned judge cited with
3 approval the House of Lords case of **White v White [2001] 1 A.C. 596**.
4 That case stated that the quality in division of assets is to be followed
5 unless the facts of the case merit a departure from the equality principle.

6

7 In this case the value of the wife's pension funds far exceeds the value of
8 the husband's pension fund although the amount is not large. Given the
9 short duration of the marriage and in the interests of the equity of the
10 entire situation, I consider that the appropriate order to make is that each
11 party should be allowed to keep their respective pensions. This was also
12 the position suggested by Counsel for the husband.

13

14 With respect to the vehicles identified by the wife as matrimonial assets;
15 being the Toyota Land Cruiser, the 23 ft. Angler Pleasure Boat and the
16 Toyota Sequoia; I accede to the submissions of Counsel for the husband
17 that the Toyota Sequoia should be viewed as the husband's personal
18 asset. I order that the Toyota Land Cruiser and the 23 ft. Angler Pleasure
19 Boat be sold and the net proceeds divided equally between the parties.

20

21 Based on the foregoing my Final Order is as follows:

- 22 1. The Petitioner/Cross-Respondent (the husband) shall pay to the
23 Respondent/Cross-Petitioner (the wife) the sum of CI \$60,989.69
24 representing 30% interest in the equity of the matrimonial home at 51
25 Trumbach Drive located at Registration Section; Lower Valley Block 32C
26 Parcel 182 and its content;
- 27 2. The Toyota Land Cruiser and the 23 ft. Angler Pleasure Boat are to be
28 sold and the net proceeds divided equally between the parties;



1 3. Each party is to retain the benefit of his/her own pension fund;

2 4. Each party is to retain his/her personal assets;

3 5. Each party is to retain the benefit of his/her personal accounts.

4

5

6 Costs

7 Counsel for the wife indicated that the wife sought to reserve her position
8 in relation to the issue of costs. Consequently I make no order at this
9 time pending submissions.

10

11

12 *Nova Hall*

13 Nova Hall

14 Judge of the Grand Court (Acting)

15 19th February 2014

16

17

