



[2015] JMSC Civ. 75

IN THE SUPREME COURT OF JUDICATURE OF JAMAICA

CLAIM NO. M 1836 of 2011

BETWEEN GREGORY GEORGE DUNCAN PETITIONER
AND RACQUEL SIDANIE DUNCAN RESPONDENT

Family Law – Maintenance of children - Spousal Maintenance – Division of Property – Marriage of Short Duration – Property acquired prior to marriage in the name of one spouse – Parties ceased residing at the property - Whether still family home - whether unjust to divide equally – Whether lump sum payments should be ordered – Order for purchase of motor car.

Mr. Gordon Steer instructed by Chambers, Bunny & Steer, Attorneys-at- Law for the Petitioner.

Miss Deneve Barnett and Miss Terry-Joy Stephenson instructed by Brown & Shaw, Attorneys-at-law for the Respondent.

In Chambers

HEARD ON THE 2nd December 2014, 7th January 2015 and 18th March 2015 and 24th April 2015

Cor: Batts J

[1] At the commencement of this matter Mr. Steer counsel for the Petitioner enquired whether both property and maintenance issues were to be considered in a single application. He referenced section 5(2)h of the Maintenance Act pointing out that property rights may be taken into account when maintenance of a spouse is

being considered. Ms Barnett expressed the view that the issues could be tried together. I agreed with her as there would be much overlapping evidence. I indicated however that having heard all the evidence, I would determine the issue of matrimonial property first and thereafter decide maintenance.

[2] Ms Barnett, counsel for the Respondent to the Petition, then referenced an unless order made by my sister George J. This related to issues of disclosure. Counsel submitted that the Petitioner's affidavits should be struck out. Having heard submissions and considered the documents I dismissed the application. I granted relief from sanctions with respect to paragraph 1(i) of the Notice of Application to which the unless Order of George J attached. I noted that the bank book in respect of account #564361240 at NCB May Pen had now been disclosed. Furthermore there had been two previous appearances before the court and no notice to the Petitioner of any alleged non compliance.

[3] The Respondent by way of an Amended Notice of Application for Court Orders filed on April 03, 2012 seeks the following orders:

- 1. That the Petitioner does pay to the Respondent in respect of ST PETER DUNCAN born on the 25th day of April, 2007, the monthly sum of FORTY THOUSAND DOLLARS (\$40,000.00) towards his maintenance;*
- 2. That the Petitioner does pay to the Respondent in respect of JEAN-PIERRE DUNCAN born on the 19th day of January, 2009, the monthly sum of FORTY THOUSAND DOLLARS (\$40,000.00) towards his maintenance;*
- 3. That the Petitioner does pay to the Respondent in respect of KYE DUNCAN born on the 5th day of January, 2011, the monthly sum of FORTY THOUSAND DOLLARS (\$40,000.00) towards his maintenance;*
- 4. That the Petitioner pays all educational, medical, optical and dental expenses in respect of ST PETER DUNCAN born on the 25th day of April,*

2007, JEAN-PIERRE DUNCAN born on the 19th day of January, 2009 and KYE DUNCAN born on the 5th day of January, 2011;

5. That the Petitioner pays to the Respondent the monthly sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) towards the maintenance of herself;

6. That the Petitioner pays to the Respondent a payment of TWO MILLION FIVE HUNDRED AND TWENTY THOUSAND DOLLARS (\$2,520,000.00) as a lump sum payment in respect of the monthly maintenance payments for ST PETER DUNCAN born on April 25, 2007, JEAN-PIERRE DUNCAN, born on the 19th day of January 2009 and KYE DUNCAN, born on the 5th day of January 2011 for the twenty-four months (24) immediately following the date of this Order;

7. That the Petitioner pays to the Respondent a lump sum payment of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) in respect of the monthly maintenance for herself for the twenty-four (24) month period immediately following the date of this Order;

8. A Declaration that Lot 167 Vera Cruz, Hellshire in the parish of Saint Catherine, registered at Volume 1207 Folio 989 was the family home within the provisions of the Property (Rights of Spouses) Act and/or;

9. A Declaration that the Respondent is entitled to one-half beneficial interest in the family home, situated at Lot 167 Vera Cruz in the parish of Saint Catherine registered at Volume 1207 Folio 989 of the Register Book of Titles and/or;

10. A Declaration that the Petitioner holds on trust for the Respondent , one-half (1/2) of the net proceeds of sale of the family home, situated at Lot 167 Vera Cruz, Hellshire in the parish of Saint Catherine and registered at Volume 1207 Folio 989 of the Register Book of Titles and/or;

11. An Order that the Petitioner holds on trust for each of the relevant children namely, one-sixth (1/6) of the net proceeds of sale of the said family home, situated at Lot 167 Vera Cruz, Hellshire in the parish of Saint

Catherine and registered at Volume 1207 Folio 989 of the Register Book of Titles and/or;

12. An Order that the Petitioner does account to the Applicant/Respondent in respect of the net proceeds of sale of the family home;

13. An Order that the Petitioner does within thirty (30) days of the Order herein, pay to the Respondent, the net proceeds of sale of the said family home and/or;

14. An Order that the Petitioner does buy and/or transfer into the Respondent's name a house that has the minimum of three bedrooms with the usual modern amenities and/or

15. An Order that the Petitioner does purchase a motor car not less than four (4) years old, and with an engine capacity rating not less than 1600 cubic centimeters, and endorse thereon the name of the Respondent as the registered proprietor and/or;

16. An Order that the Petitioner does, within thirty (30) days of the date of this Order. Pay to the Respondent, a reasonable sum for the purchase of a motor car not less than four (4) years old and with an engine capacity rating of not less than 1600 cubic centimetres and/or;

17. An Order that the Petitioner does stand the cost of comprehensive insurance of the said motor car for a period of five (5) years following the acquisition of the said motor car and/or;

18. An Order that the Petitioner does provide the Respondent, in addition to the maintenance sums, with TWO HUNDRED AND FIFTY (250) LITRES of 90 grade petrol for use in the said motor vehicle or the value in monetary terms and/or;

19. An Order that the Petitioner does pay the monthly maintenance cost in respect of the said motor vehicle and/or;

20. An Order that the Petitioner does disclose to this Honourable Court within thirty (30) days of this Order, the following;

A. All bank accounts and/or accounts held in any financial institution, and their balances whether held in the sole name of the Petitioner and or jointly with any other person, or any body corporate;

B. All bank accounts and/or accounts held in any financial institution, and their balances whether held in the sole name of the Global Designs & Builders Limited, and/or Global Architectural & Drafting Company either in its sole name or jointly with any person, or with any body corporate;

C. All assets held by the Petitioner and or jointly held by him along with any other person, or any body corporate;

D. All assets held by Global Designs & Builders Limited, and/or Global Architectural & Drafting Company either in its sole name or jointly with any person, or with any body corporate;

E. The financial statements in respect of Global Designs & Builders Limited, and/or Global Architectural & Drafting Company either in its sole name or jointly with any person, or with any body corporate for the years ending 2010 and 2011;

21. Such further and/or other relief that this Honourable Court deems just and/or;

22. Costs and/or;

23. Liberty to Apply.

[4] The Respondent's application is therefore for orders with respect to the maintenance of the relevant children of the marriage, spousal maintenance and a declaration as to her interest in property situated at Lot 167 Vera Cruz, Hellshire in the parish of St. Catherine. She also seeks orders for the purchase of a house and a motor car as well for partial lump sum payments of maintenance.

[5] It is not in dispute that the parties were married on November 12, 2006 and that there are three relevant children of the marriage. The relevant children reside with their mother, the Respondent. A Judges Bundle filed on the 17th April 2014

and a bundle filed 27th October 2014 contained the several Affidavits filed by the Petitioner and the Respondent respectively. They each attended for and were cross-examined on oath before me. I have also been assisted by oral and written submissions from the counsel appearing for each party. In this Judgment I will reference the evidence and submissions only to the extent necessary to explain my findings and decision. The parties should rest assured that in order to arrive at my decision I considered all the material before me and I am indeed grateful to counsel for the assistance provided. As indicated earlier I will state my findings on the Matrimonial Property question first and thereafter determine Maintenance.

Division of Property

[6] The Respondent seeks a division of what is alleged to be the family home in accordance with the provisions of the **Property (Rights of Spouses) Act**. The evidence is that the parties during the course of their marriage resided for some time at lot 167 Vera Cruz, Hellshire in the parish of St. Catherine (the property in question) as husband and wife. However they removed from that premises to live elsewhere on the 28th January 2008. They ceased cohabiting on the 23rd September 2008. It is not disputed that the Petitioner was the sole registered proprietor of lot 167 Vera Cruz , having acquired it prior to the parties' marriage. The property was sold in 2010.

[7] The Court in considering the application for the division of the property is guided by section 2 (1) of the Property (Rights of Spouse) Act which defines the family home as;

“The dwelling house that is wholly owned by either or both of the spouses and used habitually or from time to time by the spouses as the only or principal family residence together with any land, buildings or improvements appurtenant to such dwelling house and used wholly or mainly for the purposes of the household, but shall not include such a

dwelling house which is a gift to one spouse by a donor who intended that spouse alone to benefit;”

*This definition has been explained by the Court of Appeal of Jamaica which applied a decision of Sykes J. See: **Weir v Tree 2014 JMCA Civ. 12 (unreported judgment dated 17.3.14)** and **Stewart v Stewart HCV0327/2007 unreported judgment of Sykes J. dated 6.11.07**. The family home is the permanent or usual place of abode of the spouses. It is vital that it was used habitually or from time to time as the only or principal family residence.*

- [8] The evidence before me is that the parties lived together as man and wife in the house in question for most of the marriage. The parties were married in November 2006, lived at lot 167 Vera Cruz until January 2008, when they went to live elsewhere. The parties separated in September 2008. Can it be said they “habitually or from time to time” used the premises “wholly or mainly for the purposes of the household”. There is no evidence that having moved out they ever returned to stay or reside at Lot 167 Vera Cruz, or that possessions were kept stored or retained at Lot 167. The evidence elicited in cross-examination suggests they no longer resided there at the date of separation. In short it was no longer the principal family residence.
- [9] Mr. Steer submitted that it is implicit in the definition provided by the Act for family home that the parties must have lived together as man and wife in the house immediately before their separation. He further submitted that the definition does not permit a home to be so considered after it has ceased to be the principal place of residence. It is Counsel’s contention that the property at Lot 167 Vera Cruz would have been a past residence of the parties as they had moved elsewhere during the subsistence of their relationship.
- [10] Counsel for the Respondent however submitted that the words “principal” means “most important and foremost.” She further submitted that it is only necessary for

the parties to have used the premises “habitually” or “from time to time” as their principal family residence for it to be considered the family home. In response to Mr. Steer’s contention, Miss Barnett further submitted that there is no requirement for this to have been the sole premises occupied or for it to have been occupied immediately before the breakdown of the marriage.

[11] Mr. Steer also submitted that even if the court accepts that the property at Vera Cruz was the family home, section 7 of the Act should be applied. Section 7 of the Act states;

Where in the circumstances of any particular case the court is of the opinion that it would be unreasonable or unjust for each spouse to be entitled to one half the family home, the court may upon application by an interested party, make such order as it thinks reasonable taking into consideration such factors as the court thinks relevant including the following:

- a. That the family home was inherited by one spouse;*
- b. That the family home was already owned by one spouse at the time of the marriage or the beginning of cohabitation;*
- c. That the marriage is of short duration*

[12] The Respondent’s Counsel submitted that section 7 could not be applied as the Petitioner had made no “application”. I do not agree. These are family proceedings a court should be less inclined to stand on ceremony. In any event the section does not say or suggest that the application has to be in writing. The Petitioner is an interested party. The fact that he opposed a division of the property as well as his counsel’s oral indication amount to an application within the meaning of section 17, see **Stewart v Stewart** 2013 JMCA 47 (unreported judgment dated 6.12.13) at paragraph 56.

[13] The evidence before me clearly suggests that the property at Lot 167 Vera Cruz was not the family home at the time of their separation in September 2008. It

may have been otherwise, if having relocated, the family had maintained some connection or “visiting” relationship with lot 167 Vera Cruz, or perhaps even if there was evidence that the move from the family home was connected to the circumstances of the separation in some way. On the evidence before me however it does not appear to be so. I agree with the submission of Mr. Steer that the Act requires that at the material time the claimed property should be the principal place of residence. Were it to be otherwise a claim on this basis may be made on property later sold but at which the parties at some time in the past resided provided only that they lived there for say three-quarters of the time they were married. This I think would be unreasonable and unfair. If premises during the period of cohabitation (or during the marriage), are mutually no longer regarded or treated by the parties as the family home, they having moved on to other premises, then a claim premised on the property being the family home is no longer sustainable. In my view a contention that it continued to be the family home at the time of separation is unsupported by the evidence. I therefore reject the Respondents claim to an interest in lot 167 Vera Cruz. In the event I am wrong in this construction of the Act I will state my position on Mr. Steer’s other submission.

[14] This submission is, that on the totality of the evidence, the Respondent faces a mammoth task in overcoming the hurdles in section 7 of the Act. The Petitioner fulfills two of the requirements as set out in that section; because, lot 167 Vera Cruz was already owned by him at the time of the marriage, and the marriage was of a short duration.

Counsel for the Respondent submits that despite the fact that the marriage was one of short duration and the property was acquired prior to the marriage, it is not unreasonable nor is it unjust, on the facts of this case for the wife to receive a one half interest in the family home.

[15] Mr. Steer for the Petitioner relied on the case of **Margaret Gardener v Rivington Gardener Claim No 2010 HCV 02594** unrpted [2012] JMSC Civ. 54 7th May 2012 on the point of what constitutes a short marriage and to support a contention that the equal share rule should not be applied because it is unreasonable. I accept, that the parties having married on November 12, 2006 and separated in or around September 2008 and having since lived separate and apart (indicating that their marriage had broken down irretrievably) that this marriage was of a short duration. I accept also that the Respondent made no financial contribution towards the property. The Petitioner acquired the property solely and before the marriage. The Respondent's non-financial contribution during their short marriage can be described as that which was reasonably expected of any ordinary wife in care of a household with children. These factors do not automatically result in a total loss of interest as other elements of the relationship may be considered. See **Stewart v Stewart** 2013 JMCA 47 delivered on 6.12.13, at paragraph 34. I regard as highly significant that the Respondent bore three children for the Petitioner in the course of this short marriage. In Gardener's case the wife had borne no children for her husband. In all the circumstances, and had the said property been the family home at the material time I would have departed from the equal share rule which on the facts of this case it would be unreasonable and unjust to apply (as per section 7). I would have found that the Respondent was at all material times entitled to a one third share in Lot 167 Vera Cruz.

Maintenance of the children

[16] Section 8 of the Maintenance Act places an obligation on parents to maintain their children. Section 9 (1) states that this obligation is to be apportioned between the parents in accordance with their capacities to provide support. Section 14 (4) lists the factors that the court should consider in making the order. The Act makes the obligation dependent upon the means of each parent to do so.

[17] I accept the evidence of the Respondent as to her inability to financially contribute to the maintenance of the three children. She is a Branch Manager at a book store and earns a monthly salary which she admitted during cross examination was approximately \$80,500.00 with the option of earning pay for hours worked overtime. The three children reside with the Respondent in what has been agreed is less than ideal circumstances. The Respondent's evidence which is not disputed is that all the children live with her and share the one bedroom she occupies. Her mother occupies the other room. The house is jointly owned by the Respondent and the father of her first child. That child is now 20 years of age and also resides with her. His father provides \$5,000.00 to \$10,000.00 per week.

[18] Counsel for the Petitioner submits that the amount that his client ought to contribute towards the direct maintenance of the children should be the sum of \$15,000.00 per month for each child and in addition one half of all medical, dental, optical and school expenses reasonably incurred. However, by an Order dated December 19, 2012 the parties agreed that the Petitioner would pay \$20,000.00 monthly per child in addition to paying all educational, medical, dental and optical expenses. The application before me is for the Petitioner to pay an increased amount of \$40,000.00 monthly for the maintenance of each child. The Petitioner provided no evidence to the court of an inability to continue to pay \$20,000 monthly. Nor was there evidence of a decrease in his earnings or any evidence to rebut that which has been submitted by the Respondent that he is a man of means. This Petitioner has 2 other children and an elderly mother also dependent on him for support. There is abundant evidence which I accept, that due to the nature and profitability of his various business ventures, the Petitioner earns in excess of 6 million dollars per year and has control of assets worth at least \$40 million.

[19] I have assessed carefully all the evidence before me as to the needs of the children and each party's ability to maintain the children in keeping with their obligation. I find that there is no change, since the consent order, in the circumstances of the Petitioner and his ability to maintain his children. I find that the Respondent is unable on her salary to adequately support all persons in her household. She is unable to maintain the 3 relevant children at the standard to which they are accustomed. The relevant expenses itemized by the Respondent are as follows:

	<u>Monthly</u>
1. Helper	- \$30,000.00
2. Food	- \$20,000.00
3. Barber	- \$1,000.00
4. Soap	- \$1,100.00
5. Detergent	- \$560.00
6. Hair Oil	- \$600.00
7. Vitamins	- \$1,800.00
8. Clothing	- \$6,000.00
9. Lunch money	- \$5,200.00
10. Extra classes (Spanish, Literacy, music)	- \$7,600.00
11. Electricity	- \$5,700.00
12. Water	- \$1,500.00
13. Cooking Gas	- \$1,200.00
	<hr/> \$82,260.00

[20] In December 2011, when these amounts were stated on affidavit, the children were approximately 4 years, 3 years and 1 year old respectively. I have removed from the amounts claimed those related solely to baby care for example the cost of diapers. This is because the third child would now be approximately 4 years old. His additional expenses food, clothing, lunch money and other expenses are not taken into account in the above list. When giving evidence the Respondent

stated that her monthly electricity bill is now \$8,000.00 to \$12,000.00 per month, sometimes \$15,000.00. I accept that evidence. Also not in the list is the cost of transportation to and from school. The Respondent stated orally that a bus man is paid to transport them to and from school. The cost today is \$2,900.00 per week or \$11,600 per month for all 3 children. The Respondent indicated too that rather than employ a helper she now gives her mother \$10,000.00 per month to look after the children. Her mother resides with her. She said her present food bill for the household is \$40,000.00 per month. The Respondent relies on public transportation to get to and from work. Without transportation cost being factored in the Respondent's monthly expenses related to the children approximates to \$80,000.00. The following exchange occurred during cross examination:

“Q: You also meeting your monthly expenses?

A: When I can't some things I do without like not going to the hairdresser.

Q: School fee for children?

A: Yes

Q: You pay it?

A: In the past he paid but since September 2014 I pay it, also in the past I have paid it as well.

Q: He pays ½ school expenses?

A: I want him to contribute

Q: You want him to pay ½?

A: If we agree ½ I have no problem with that.

Q: Also ½ medical bills?

A: Yes

This evidence I accept. It demonstrates the fortitude of the Respondent who despite all her challenges is prepared to accept a contribution rather than that all expenses be paid.

[21] The amount of \$25,000.00 monthly per child I find is reasonable in the circumstances and in light of the increase in prices in the economy generally since 2011/2012 when these affidavits were filed (a matter of which I take judicial note). The Petitioner shall pay all medical, dental and optical expenses reasonably incurred, as notwithstanding the Respondent's concessions I am satisfied that she cannot afford to contribute meaningfully in that regard. He will however pay ½ educational expenses reasonably incurred.

[22] I now turn to paragraphs 6, 14, 15, 16, 17, 18 and 19 of the Respondent's application for court orders. There has been no challenge to my jurisdiction to make such orders but counsel on behalf of the Petitioner submits that the applications for a motor car and lump sum payments in advance should be rejected. He submits that they are made on the assumption that the Petitioner is capable of making such a payment and or purchase as to which there is no evidential support. On this matter of evidential support I reference the documentary evidence and the Petitioner's admission in cross examination that, at the end of the year 2012 \$5,145,957.00 was due to him as a Director of the company; in 2013 it was \$6 million. The company's net surplus was \$44,204,697.00 in 2013. He, be it noted, is the sole Director and shareholder. The evidence of projects in existence and pending also, support my finding of his ability to pay maintenance and to access capital to purchase a motor car if required.

[23] The Respondent's evidence is that the Petitioner provided her with a motor car during their marriage; however that vehicle which was registered in the name of the Petitioner was later sold without her knowledge. It is clear to me that a motor car would greatly alleviate the burdens faced by the Respondent in getting the

children to school would reduce her dependency on the Petitioner and enhance the wellbeing of their children. I have made no award for transportation cost for the children to and from school. Had I done so the monthly award for maintenance per child would have been \$5,000.00 more.

[24] I observe that the Petitioner deponed in his affidavit filed on July 20, 2012 that “*I will purchase a car for the benefit of my children so as to eliminate the cost for transporting them by way of public transport.*” I find this to be an admission that the Petitioner had offered to purchase a motor car and hence of his ability to do so. I therefore will make an order for the purchase of a motor car on the terms detailed below. This in lieu of a higher award for maintenance.

[25] As regards the claim for purchase of a house I have decided against such an order. It is manifest on the evidence that the living conditions of the children are less than desirable and certainly less than that to which they were accustomed. The three growing children and their mother occupy one room. The house they occupy is part owned by the Respondent. The Petitioner has no legal or beneficial interest in it. I can make no order for example that a room be added, as such an order will impact a third party’s interest; nor will it be fair to order that a house be purchased unless the monthly maintenance order is substantially reduced. I will say this however, should the children’s circumstances ever change and should rent or a mortgage have to be paid an application to adjust the maintenance order can be made.

Spousal Maintenance

[26] Section 4 of the Maintenance Act states that;

4. Each person has an obligation so far as he or she is capable to maintain the other spouse to the extent that such maintenance is necessary to meet the reasonable needs of the other spouse where the

other spouse cannot practicably meet the whole or any part of those needs having regard to-

(a) The circumstances specified in section 14(4); and

(b) Any other circumstances which, in the opinion of the court, the justice of the case requires to be taken into account.

[27] Counsel for the Respondent relied on the decision of the Honorable Mr. Justice Frank Williams in **Stewart v Stewart Claim No HVC 05190 of 2010** unreported judgment delivered on the 16th September 2013 reference as [2013] JMSC Civ. 121, and urged this court to apply the principles articulated by that court. Having done so I find that there is no evidence before me that the Respondent cannot “*practicably meet the whole or any part of those needs.*” The Respondent is gainfully employed and earns an income which is sufficient to maintain herself. It appears to me that she has moved on with her life after a very short marriage. I bear in mind that I have made no order for the division of property. There is however no “gross imbalance,” as adverted to in **Kerr v Kerr** suit F.D. 2002 K011 unreported judgment of Brooks J. (delivered on 30.6.2006), which would suggest a need for any adjustment. I therefore make no order as to spousal maintenance as the circumstances of this case do not warrant same.

Lump sum payments

[28] Finally and as regards the claim for lump sum advance payments of maintenance, there is no evidence that the Petitioner has large sums of cash or access thereto which would enable him to make the payments sought. He or his company have fairly substantial assets principally in real property. The evidence suggests some of these are mortgaged. It would be unreasonable to put him in a position where he would be forced to borrow sums to make advance payments of maintenance. I do not find, in any event that said lump sum is necessary for the

children's continued welfare. The Petitioner was on the evidence a responsible father who did provide for his children. I expect that he will continue to do so.

Conclusion

[27] I therefore make the following Orders;

1. That the Petitioner does pay to the Respondent in respect of ST PETER DUNCAN born on the 25th day of April, 2007, the monthly sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) towards his maintenance; commencing on the 1st May 2015.
2. That the Petitioner does pay to the Respondent in respect of JEAN-PIERRE DUNCAN born on the 19th day of January, 2009, the monthly sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) towards his maintenance; commencing on 1st May 2015.
3. That the Petitioner does pay to the Respondent in respect of KYE DUNCAN born on the 5th day of January, 2011, the monthly sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) towards his maintenance; commencing on the 1st May 2015.
4. That the Petitioner pays one half ($\frac{1}{2}$) educational and all medical, optical and dental expenses reasonably incurred in respect of ST PETER DUNCAN born on the 25th day of April, 2007, JEAN-PIERRE DUNCAN born on the 19th day of January, 2009 and KYE DUNCAN born on the 5th day of January, 2011;
5. That on the 1st September 2015 the monthly maintenance be increased to \$30,000.00 per month for each relevant child UNLESS the Petitioner on or before the 31st August 2015, purchase and deliver to the Respondent a motor car which is not less than 2 years old, and with an engine capacity rating not less than 1600 cubic centimeters, and endorse thereon his name and the name of the Respondent as owners. The said motor car is to be delivered to the Respondent for her personal use and for the purpose of transporting the relevant children of the marriage until the last

child shall attain the age of 18 years or until further order of the court, or as the parties shall in writing agree.

6. That the Petitioner and the Respondent shall share equally the cost of insuring and maintaining the said motor car. The cost of petrol to operate the car shall be the sole responsibility of the Respondent.

7. There be liberty to apply.

8. No order as to cost.

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David Batts
Puisne Judge
24th April 2015