IN THE SUPREME COURT OF JUDICATURE OF JAMAICA
IN CIVIL DIVISION
CLAIM NO. 2007 HCV 02805

BETWEEN	CAMILLE GREENLAND	CLAIMANT
AND	GLENFORD GREENLAND	1ST DEFENDANT
AND	NAOMI GREENLAND	2ND DEFENDANT
AND	ANDRE GREENLAND	2ND DEFENDANT

Mr Dale Staple instructed by Kinghorn and Kinghorn for the Claimant.

Miss Audré Reynolds and Miss Kristina Exell instructed by Bailey, Terrelonge and Allen for the Defendants.

Husband and Wife – Matrimonial home acquired during the marriage - Wife claiming interest in matrimonial home – Husband asserting that home bought for the benefit of his children – Home registered in the names of husband and children – Whether steps taken to improperly remove property from falling within the definition of "family home" - Whether home to be treated as the family home – The Property (Rights of Spouses) Act ss. 2, 6, 8, 20 and 22

Husband and Wife – Wife contributing to the marriage by caring for the children and being the home-maker – Quantifying a claim in property other than the family home –Value of non-monetary contributions – Lump-sum payment instead of interest in property - The Property (Rights of Spouses) Act ss. 12, 14 and 23

2, 3 December 2010 and 9 February 2011

BROOKS, J.

In 1992, Mr Glenford Greenland and his then wife, Camille, when their marriage was fairly new, identified a parcel of land at Lot 10, Deeside, in the parish of Saint Catherine. A house was, thereafter, built on the land and it eventually became their matrimonial home. They moved in with six of Mr Greenland's children from his first marriage. The marriage to Camille

(referred to hereafter as "Mrs Greenland") was Mr Greenland's second marriage. Unfortunately, this second marriage foundered and in 1999, Mrs Greenland left the home. She subsequently successfully petitioned for the marriage to be dissolved. Shortly after securing the divorce, she brought this claim seeking a declaration that she is entitled to an interest in the real property, which had been the matrimonial home. She has also named, as defendants, Naomi and Andre Greenland, two of Mr Greenland's children. They have been made parties to the claim only because they have been registered, along with him, as the proprietors of the property.

Mr Greenland has resisted the application. He has asserted that it was he alone who financed the purchase of the property and the construction of the building thereon. On his account, he, at all times, intended that the property was for the benefit of his children. He has stated that at no time was it intended that Mrs Greenland should have an interest in that property. He has asserted that he had always told her that that was the case.

In 2006 a registered title was secured for the property. It was in the names of Mr Greenland, Naomi and Andre. It is not disputed that they were both young children at the time of the purchase. They are now adults.

The questions for the court to resolve are, firstly, whether this property constitutes the family home for the purposes of the Property (Rights

of Spouses) Act 2004 ("the Act") and secondly, if it does not, whether Mrs Greenland is entitled to any other relief.

The Issues of Fact

Perhaps, not unexpectedly, considering the manner in which the breakdown of the marriage occurred, there were a number of disputes as to fact. I shall first deal with those issues before turning to the main questions identified above.

At this point, I should specifically state, as I stated to counsel before the witnesses commenced giving evidence, that I have ignored all references in the pleadings and the witness statements, which refer to abuse or ill-treatment by one party or the other. In my view they have no relevance to the issues before this court and should have been excised during the case management process. That excision did not occur.

I was then, and still am of the view, however, that the resources of the court would have been best utilised by proceeding with the trial, rather than adjourning it to another date for the exercise of editing the relevant documents to be carried out. It was for that reason that the trial proceeded on the basis that I have indicated.

Mr Staple, appearing for Mrs Greenland, submitted that some evidence, as to the reason for separation, was required in order to

demonstrate, as is required by section 6 of the Act, that there is no likelihood of reconciliation. Whereas that reasoning could apply (with great restraint on the part of the draftsman of the particulars of claim and the witness statements and/or affidavits), to a case where the parties were not yet divorced, it is not applicable to cases such as the instant case, where a grant of dissolution of marriage had already been made. I am encouraged in this view by a portion of the judgment of Lord Denning in *Wachtel v Wachtel* [1973] 1 All ER 829 at page 835 e-g. In addressing the question of disposing of property after a "no-fault" divorce, Lord Denning said:

> "…No longer are there long contested suits. Nearly every case goes uncontested. The parties come to an agreement, if they can, on the things that matter so much to them. They divide up the furniture. They arrange the custody of the children, the financial provision for the wife, and the future of the matrimonial home. If they cannot agree, the matters are referred to a judge in chambers.
>
> When the judge comes to decide these questions, what place has conduct in it? Parliament still says that the court has to have 'regard to their conduct': see s 5 (1) of the 1970 Act. Does this mean that the judge in chambers is to hear their mutual recriminations and go into their petty squabbles for days on end, as he used to do in the old days? **Does it mean that, after a marriage has been dissolved, there is to be a post mortem to find out what killed it? We do not think so.** In most cases both parties are to blame - or, as we would prefer to say - both parties have contributed to the breakdown." (Emphasis supplied)

Unlike the 1970 Act in England referred to by Lord Denning, the Act which governs these matters in our jurisdiction, does not specifically require the court to consider conduct, other than for the purpose of deciding whether there is a likelihood of reconciliation. In my view, what the court has to

decide in these matters, concerning property entitlement, has very little, if anything, to do with the misconduct of either or both of the parties.

I hesitate to be absolute in my terminology because section 14 (2) (e) does allow assessment of, "such other fact or circumstance which…the justice of the case requires" the court to consider. Lord Denning referred to that minority of cases, "where the conduct of one of the parties is…'both obvious and gross', so much so that to order one party to support another whose conduct falls into this category is repugnant to anyone's sense of justice" (see page 835 j of *Wachtel*).

The latter situation does not apply to the instant case and so, after that brief diversion, I return to the matters at hand.

There is no dispute that Mr and Mrs Greenland together, searched for a place to establish their home and eventually selected Lot 10, Deeside. The main issues of fact centred on whether Mrs Greenland made any financial contribution to the acquisition of the property or to the construction, or rather reconstruction, of the building thereon. She testified that although Mr Greenland paid the initial sum of $50,000.00 to acquire the property, she also made a substantial financial input.

On her evidence, it was brought to the couple's attention, after the property had been acquired, that the land belonged to the government and

that their purchase had been from a squatter. In order to regularize their position, said Mrs Greenland, she paid a further $13,000.00 to the representative of the Rural Agricultural Development Agency (RADA). It was through the auspices of RADA that the registered title was eventually secured.

The second element of her financial input, according to Mrs Greenland, was her contribution to the cost of constructing the house. She produced a number of receipts which, she said, evidenced that contribution. On counsel's calculation, these totalled in excess of $155,000.00. Mrs Greenland testified that she, in fact, spent these sums in her effort to secure a home for her family and herself.

In the area of physical involvement in the construction of the house, sometimes referred to as "sweat equity", Mrs Greenland said that her involvement was also significant. She testified, at paragraphs 20 and 21 of her witness statement:

> "20 …I would do almost everything in terms of construction on the house. I would help carry water, sand (sic). I would help carry mortar some of the times. I would also have to cook for the workmen on the site. We would also do construction in the night and I would have to hold the candle for them to see what they were doing…
>
> 21 I would also have to mix mortar for the Defendant for him to use…."

It is not disputed that the family, thereafter, moved into the unfinished house. At paragraph 23 of the witness statement she stated:

> "We moved into the house on or about the 2nd January 1993. The second floor of the house was not finished at the time. We moved in, all 8 of us into that unfinished house and [Mr Greenland] and I continued construction of the premises."

Mr Greenland contested her testimony. He said that Mrs Greenland made no financial contribution, save for the purchase of some decorative "concrete bottles" for the perimeter fence. This was, on his account, because she did not like the decorative blocks that he had acquired for the purpose. He said that for the majority of the time that they were married, she had no employment outside of the home and therefore, had no resources to enable her to incur the expenditure which she says she did. In fact, he testified that it was he who paid for some post-high school courses which allowed her to achieve some Caribbean Examinations Council (CXC) subject passes.

In respect of her physical input, he testified that she was, on her doctor's recommendation, unable to do any heavy physical labour and so could not have helped with the construction, as she alleges. He said that even for domestic purposes, it was the children who would carry water to the house. He testified that he was obliged to hire a helper to assist with the household duties.

I accept Mr Greenland's account. I find that Mrs Greenland, although an intelligent witness, was a less than candid one. On the question of the financial contribution, she intimated at first that she had a single receipt for

the $13,000.00 which she had paid. When confronted, in cross examination with documentary evidence that there was no single payment of $13,000.00 to RADA, Mrs Greenland then said that she would get a receipt each time she made a payment. She conceded that, in fact, there was more than one receipt, which comprised the $13,000.00.

In that regard, Mr Greenland testified, that he did not remember if any receipts were issued for the various payments comprising the $13,000.00. He testified that the various payments were recorded in a pass book provided by RADA for the purpose. That document became exhibit 13.

It is recorded in the pass book that receipts were written up for each of the five payments that made up the purchase price of $13,353.00. The last payment of $7,353.00 is recorded in the pass book as having been made on 9 August 1993.

Although his testimony in respect of the payments was also subject to discrepancy, including the fact that he said that the last payment was for $9,000.00, I accept that it was Mr Greenland who made the various payments, or at least financed them, and that it was not Mrs Greenland.

In cross-examination Mrs Greenland's credibility was tested on the issue of the receipts for her alleged expenditure. Of the many receipts tendered by her, as evidencing her expenditure for building material, her

name appeared on less than a handful. Mr Greenland's name, on the other hand, appeared on several. Others bore no name at all. On her account, Mr Greenland's name appeared on the majority of the receipts because he was the head of the family. I do not accept that explanation as being true. That attitude to such matters was not consistent with the personality which Mrs Greenland presented to the court. I accept, however, that I may be analysing the attitude of a very young woman (which she would have been at the time) with a much older husband, by the standard of the mature Mrs Greenland who appeared in court. For that reason, therefore, I reject her evidence on this point, more on the ground of her inability to afford the expense, rather than on the reason for the absence of her name on the bills.

I do, however, find incredible, her explanation as to how she came to be in possession of these receipts. In her particulars of claim, she said she had been chased out of the house in 1999 and was only able to take some certificates as to her educational achievements. In her witness statement she stated that she "just took the things that he allowed [her] to take". In answer to the court, she testified that she had found the receipts while clearing out some of her handbags. She said:

> "I have a number of handbags. Each time I go to make a purchase these receipts would have been stocked in them. I was doing spring cleaning and I saw them in there."

This discovery was made some time after leaving the matrimonial home.

Mr Greenland, in cross examination, denied that he had chased her out of the home. He said that she had removed with all the receipts.

I reject Mrs Greenland's testimony in respect of those matters. Apart from the inconsistencies mentioned above, I accept that for the majority of the time that she was at the matrimonial home, Mrs Greenland was unemployed. She was an older schoolgirl when the two met and they married shortly after she left school. She had occasional employment as a cashier and as a relief school teacher at the basic and primary levels. Neither occupation would have provided an income sufficient to allow her to incur the expenditure at the level at which she has testified that she incurred. She has not given evidence of having any other source of income except that she would, sometimes, "throw partner". I find that her financial contribution, in the scheme of things, was minimal. By contrast Mr Greenland was a skilled tradesman, then many years senior to Mrs Greenland and, on my finding, earning far more than she was.

As far as her physical input is concerned, she accepted, in testimony, that at some point, she was under doctor's orders not to engage in any strenuous labour. She said, however, that that was only for a portion of the time that she was at the matrimonial home. Whereas, I accept that she

would not have been so incapacitated for the entire period of the marriage, her claimed inability to remember the period for which she was incapacitated, was, in my view, less than candid. I, therefore, do not accept that her physical contribution was as much as she has testified; that too, I find, was not substantial. It was Mr Greenland, who is a mason, who contributed the lion's share of the "sweat equity" in the property.

There is no doubt, however, that Mrs Greenland was a homemaker, in terms of taking care of the house and the six children. Mr Greenland and Naomi sought to minimize her efforts in this regard but their stance is not supported by the evidence on the whole. Both Naomi and Andre spoke to their father being away from home, working in Kingston, for some two weeks at a time. He came home on alternate weekends. It was Mrs Greenland who had to take care of the large family. Andre was complementary of her efforts at raising the children. I find that her input in this regard was significant.

There is one other important issue as to fact which must be decided. It is whether Mr Greenland, from the very outset of their mission to secure a matrimonial home, repeatedly told Mrs Greenland that the first property to be acquired would be for his children. I find, on a balance of probabilities, that he did so. Apart from Mrs Greenland's less than convincing

performance in the witness box, I am impressed by the fact that at a time when the relationships were good and the family was young, Mr Greenland nominated, in the documentation with RADA, Naomi and Andre to take title along with him. It was on 29 September 1993 that the nomination form was signed by Mr Greenland, indicating the names to be placed on the title. That, in my view, supports Mr Greenland's testimony.

Mrs Greenland accepted, in cross examination that at the time when the nomination form, mentioned above, was signed, she was "happily married" and the family "was a happy family unit". Alleged discrepancies in Mr Greenland's answers in cross-examination, concerning how many children he intended to benefit, cannot alter the fact that the nomination was done those many years ago, while there was still 'married bliss'.

His nomination of the children, at that time, to take title along with him was, on those findings, not an attempt to improperly defeat any interest which Mrs Greenland had in the property. It must be stated, however, that during these proceedings, there was such an improper attempt; apparently on the advice of Mr Greenland's attorneys-at-law. In that transaction, the joint tenancy of Mr Greenland, Naomi and Andre was severed in favour of a tenancy in common between them in equal shares. It was admitted in cross-

examination that the specific intention of the severance, was to thwart Mrs Greenland's securing a one-half interest in the property.

Mr Staple has termed the severance as "scandalous". I cannot fault that description. Not only is the attempt reprehensible, but it must be noted that it is liable to be set aside, pursuant to sections 8 and/or 21 of the Act.

The attempt may also be a crime. Section 20 (1) of the Act states that where proceedings are instituted pursuant to the Act, no person shall, "sell, charge or otherwise dispose of any property to which the proceedings relate without leave of the Court or the consent in writing of the spouse by whom the proceedings are brought". Subsection (2) of section 20 provides a penalty for a breach of the provisions of subsection (1). I make no definitive statement on that aspect of the matter.

Having made those findings of fact, I now turn to the major questions.

Was the property the Family Home?

In deciding whether the matrimonial home is to be considered the family home, it is necessary to examine the relevant portions of the Act. The Act came into force on 1 April 2006. Mrs Greenland testified that her divorce was finalized on 8 December 2006. She filed this claim on 12 July 2007. There is no doubt, therefore, and no such issue has been raised, that the Act applies to the instant case. Our Court of Appeal has also ruled that

the Act has retrospective effect (see *Brown v Brown* [2010] JMCA Civ 12). As a result, the issues concerning the acquisition, the roles of the respective parties during the subsistence of the marriage and the improvement and the use of the property, may all be considered in the context of the provisions of the Act.

Section 6 of the Act stipulates, subject to certain exceptions which are not relevant here, that on a grant of a decree of dissolution of a marriage, "each spouse shall be entitled to one-half share in the family home". The term "family home" is defined in section 2 of the Act as meaning:

> "…the dwelling-house that is **wholly owned by either one 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;" (Emphasis supplied)

It is to be noted that when Mr Greenland, Naomi and Andre became the legal owners of the property, it was after the property was already the matrimonial home. The family had moved into the newly constructed (though unfinished) house, on the property, in January 1993. Although a RADA representative had approached Mr Greenland in or about February of 1992, it was only after the relocation, that the formalities were initiated by RADA to regularise the family's occupation of the property. The nomination of the persons to take the legal title was made on 9 August 1993

and the registered title was transferred to Mr Greenland and his children on 15 June 2006. The reason, for the transaction being so protracted, has not been disclosed.

What is clear, from an examination of the certificate of title for the property, is that The Commissioner of Lands was the owner of the property up to the time that it was transferred to Mr Greenland, Naomi and Andre. The Crown Property (Vesting) Act and section 38 of the Limitation of Actions Act, together, provide strong protection to the Commissioner of Lands against the title to Crown lands being acquired by squatters. Mr Greenland was, therefore, at no time, ever the sole legal owner of the property.

Although these children did not contribute towards the purchase price of the property, this is not a case where Mr Greenland would be presumed to be the sole beneficial owner of the property by virtue of a resulting trust. Bearing in mind the fact that these are **his** children, the equitable principle of the presumption of advancement would apply in respect of the acquisition in the names of the children and himself (see *Dyer v Dyer* [1775-1802] All ER Rep. 205). The latter presumption would displace the presumption of a resulting trust. It is my view, therefore, that the Mr Greenland is not the sole beneficial owner of the property.

On that analysis Mr Greenland was never the sole owner of the property, either at law or in equity. As a result, the property does not qualify to be treated as the family home, for the purposes of the Act.

What entitlement, if any, does Mrs Greenland have?

Since Mrs Greenland filed this claim within 12 months of the dissolution of the marriage she is entitled to have the issue of division of property considered pursuant to section 13 of the Act. Where property does not fall to be considered as the family home, it may still be considered for division by the court, pursuant to section 14 (1) (b) of the Act. That provision stipulates that where a spouse applies to the court (under section 13) for division of property, the court may:

> "subject to section 17 (2), divide such property, other than the family home, as it thinks fit, taking into account the factors specified in subsection (2)"

Section 17 (2) is not relevant for this aspect of the discussion, as it deals with ascertaining the value of the property. Subsections (2) (3) and (4) of section 14 are, however, very relevant. They bear being quoted in full:

> (2) The factors referred to in subsection [14] (1) are-
>
> (a) the contribution, financial or otherwise, directly or indirectly made by or on behalf of a spouse to the acquisition, conservation or improvement of any property, whether or not such property has, since the making of the financial contribution, ceased to be property of the spouses or either of them;
>
> (b) **that there is no family home**;
>
> (c) the duration of the marriage or the period of cohabitation;

(d) that there is an agreement with respect to the ownership and division of property;

(e) such other fact or circumstance which, in the opinion of the Court, the justice of the case requires to be taken into account.

(3) In subsection (2) (a), "contribution" means-

(a) the acquisition or creation of property including the payment of money for that purpose;

(b**) the care of any relevant child or any aged or infirm relative or dependant of a spouse**;

(c) the giving up of a higher standard of living than would otherwise have been available;

(d) the giving of assistance or support by one spouse to the other, whether or not of a material kind, including the giving of assistance or support which-

(i) enables the other spouse to acquire qualifications; or

(ii) **aids the other spouse in the carrying on of that spouse's occupation or business**;

(e) **the management of the household and the performance of household duties**;

(f) the payment of money to maintain or increase the value of the property or any part thereof;

(g) the performance of work or services in respect of the property or part thereof;

(h) the provision of money, including the earning of income for the purposes of the marriage or cohabitation;

(i) the effect of any proposed order upon the earning capacity of either spouse.

(4) **For the avoidance of doubt, there shall be no presumption that a monetary contribution is of greater value than a non-monetary contribution**. (Emphasis supplied)

Two of the factors set out in subsection 2 are not controversial. Based on my finding, above, there is no family home. Secondly, the marriage, though not a long one, could not be considered to be of short duration; the parties married in 1991 and separated in 1999.

For the remaining factors, I weigh in the balance, the following:

A. In Mrs Greenland's favour:

   a. her contribution to the acquisition of the property, by way of identifying and selecting lot 10 Deeside;

   b. her purchase of construction material (albeit minimal);

   c. her care of the children of the family, particularly allowing Mr Greenland to be away for extended periods while he worked in Kingston;

   d. the management of the household and the performance of household duties, again in Mr Greenland's absence;

B. Against Mrs Greenland:

   a. Mr Greenland's financial contribution to the acquisition of the property and the construction of the house thereon;

   b. Mr Greenland's financing of the family, especially as Mrs Greenland's input was minimal;

c. Mr Greenland's financial contribution to Mrs Greenland's education;

d. Mr Greenland's "sweat equity", as a mason, in the construction of the house;

e. the understanding, if not agreement, that this house would be for Mr Greenland's children from his previous marriage and that another home would be acquired for Mr Greenland and Mrs Greenland.

Finding, as I do, that Mrs Greenland acquiesced to Mr Greenland's position, that this first house would be for his children, and weighing in the balance the matters tabulated above, I am of the view that the balance goes against Mrs Greenland having acquired anything close to a one-half interest in this property. I also take into account that she is a much younger person than he is; that she has secured some academic qualification which has allowed her to secure a job as an officer in a parish council office and that her prospects, at this time, of obtaining another home for herself, would seem to be better than Mr Greenland's.

Still, her contribution, despite the fact that it has not been of a financial nature, has not been insubstantial. Section 14 (4) makes it clear that, "there shall be no presumption that a monetary contribution is of

greater value than a non-monetary contribution". What percentage of the property should, therefore, be allocated to her?

In considering this question, I have examined the judgments in the cases of *Gayle-Sterling v Sterling* 2004 HCV 1644 (delivered 4 April 2006), *Graham v Graham* 2006HCV 3158 (delivered 8 April 2008) and *Murray v Murray* 2007 HCV 3700 (delivered 3 April 2009). These are all unreported judgments of this court. In both *Sterling* and *Murray*, the property was divided 75:25 between the spouses. The party securing the smaller interest in both those cases (the husband) was shown to have made much smaller financial contributions than the other spouse. In both, the marriages (in terms of the parties being together) were of longer duration than that in the instant case, though not significantly longer.

In *Graham*, the family home was divided 60:40 in favour of the husband. The presumption of equality, provided for by section 6, was departed from because it was found that the husband had made certain adjustments to the home to accommodate his extended family. Although the wife had contributed as a home-maker and care-giver to their children, she had had a career and had assistance with the children. That marriage was also of longer duration than that in the instant case.

Bearing in mind the factors considered above and the cases just mentioned, I would value Mrs Greenland's contribution as securing, for her benefit, a 20 *per centum* interest in the property. That interest is less than the share which Mr Greenland has arrogated to himself in the severance of the joint tenancy. Her share, being less than his, I need not take any steps to set aside the severance of the joint tenancy.

Her interest in the property does not require that she be registered as a proprietor. Indeed, the requirement of orders, in proceedings such as these, is that the financial relationships between the former spouses should, wherever possible, be brought to finality as soon as is possible. Section 23 of the Act allows the court to recognize and order compensation for contributions, such as I have found Mrs Greenland to have made. Compensation may be in the nature of a payment of a sum of money, from one spouse to the other (section 23 (1) (i)). The payment may be by way of a lump sum or by way of instalments (section 23 (2)).

Quantifying the sum payable is guided by section 12 of the Act. Section 12 (1) stipulates that it is the value of the property, as at the date of the order, which should normally be used. I see no reason to depart from the norm. Subsection 3 of that section stipulates the method by which the

valuation is to be secured. I shall give effect to that method in the orders made hereafter.

Conclusion

The matrimonial home in this case did not become the family home. This is because it was, at no time, "wholly owned by either or both of the spouses". It, therefore, is not subject to the provisions of section 6 of the Act. It may, however, be considered for the purposes of section 14 of the Act. Despite the fact that Mr Greenland had intended for the matrimonial home to belong to the children of his first marriage, Mrs Greenland had contributed to its acquisition, and, by her role as homemaker and caregiver to Mr Greenland's children, to its conservation and improvement. This is especially so as he was away from home, working, for extended periods at a time. Her contribution is valued at 20 *per centum* of its value.

Her contribution may be recognized and compensated by a lump sum payment. For that purpose the property must be valued and the value of her interest paid to her by way of a lump sum.

Ordered that:

1. Mr Glenford Greenland shall pay to Mrs Camille Greenland the equivalent of 20 *per centum* of the value of all that parcel of land with building thereon, known as lot 10 Deeside District, Linstead, in the parish of Saint Catherine, being all that parcel of land comprised in the certificate of

title registered at Volume 1395 Folio 950 of the Register Book of Titles (hereinafter called the property);

2. The value of the property is to be ascertained by a valuator who shall be agreed upon by Mr Glenford Greenland and Mrs Camille Greenland and failing agreement, by a valuator who shall be appointed by the Registrar of the Supreme Court;

3. The value to be used is the value of the property as at the date of this judgment;

4. Payment of the appraised value shall be made within 90 days of the date of the valuation report being provided to Mr Glenford Greenland;

5. Interest, at the rate of six *per centum* per annum shall begin to accrue on the appraised sum as at the date stipulated for payment in 4 above, and shall continue until payment of the sum;

6. The cost of the valuation shall be borne by Mr Glenford Greenland as to 80 *per centum* thereof and by Mrs Camille Greenland as to 20 *per centum* thereof but may be paid initially by either or both and where paid by one party, the proportion due from the other party recovered from that party;

7. Costs to Mrs Camille Greenland as against Mr Glenford Greenland;

8. The other defendants shall bear their own costs;

9. Liberty to apply