



[2017] JMSC Civ. 194

IN THE SUPREME COURT OF JUDICATURE OF JAMAICA

IN THE CIVIL DIVISION

CLAIM NO. 2014 HCV 02201

BETWEEN	JASON SANGSTER	CLAIMANT
AND	NAIDIA SANGSTER	DEFENDANT

IN CHAMBERS

Ms. Carol Davis for the Claimant

Mrs. Lescine Wisdom-Barnett for the Defendant

Heard: October 20 and November 23, 2017

Division of Matrimonial Property- Division of Family Home- Variation of Equal Share Rule-Division of Motorcars- Division of Furniture- Sections 6, 7, 13, 14 of the Property (Rights of Spouses) Act

STEPHANE JACKSON-HAISLEY, J. (AG.)

BACKGROUND

- [1] The Claimant, Jason Sangster and the Defendant, Naidia Sangster were married in 2004. Nine years and two children later the marriage had broken down to the stage where the Claimant moved out of the matrimonial home thereby resulting in their separation in March 2013.
- [2] At the time of separation, the parties resided at 2 Rekadom Avenue which consists of an apartment which was purchased over four years before their

separation. It has been agreed between the parties that this property is the “family home”. In fact, an Order was made by this Court on April 26, 2016 to that effect. The Claimant now seeks an order that he is entitled to an equal share in this property. The Defendant asks the Court to vary the equal share rule on the basis that it was never their intention for the Claimant to have an equal interest in the property.

[3] The Claimant also seeks the return of some items of furniture that the parties had used in the family home. According to the Claimant these items of furniture constituted a loan from his parents to them and should therefore be returned. According to the Defendant the items of furniture constituted a gift and should therefore be kept.

[4] During the marriage two motorcars were acquired, the first being a 2005 Toyota Platz which was purchased for the sum of \$920,000.00 in 2009 and the second being a 2007 Toyota Blade which was purchased in 2012 for the sum of \$1,700,000.00. The Claimant seeks an order that he is entitled to an equal share in both vehicles. He asks that the Defendant be ordered to pay him the equivalent of half of the difference in value between both vehicles. The Defendant however requests that each party be allowed to retain the vehicle currently in their possession.

[5] These are the three issues which are in dispute and in respect of which the parties have sought the intervention of the Court.

CLAIMANT’S CASE

[6] On May 8, 2014 the Claimant filed a Fixed Date Claim Form seeking the following orders against the Defendant.

1. That the Claimant is entitled to 50% interest in the family home being all that parcel of land, part of REKA DOM in the parish of St. Andrew being the Strata lot numbered 8 and being the land registered at Volume 1362 Folio 161 of the Register Book of Titles (hereinafter the family home);

2. That the family home be sold, and the net proceeds of sale be divided equally between the Claimant and the Defendant;
3. That the Claimant's Attorney-at-law shall have Carriage of Sale of the "family home";
4. That Messrs. CD Alexander be appointed as valuator of the "family home", or such other valuator as agreed by the parties;
5. That the said valuation be paid for equally by the Defendant and the Claimant;
6. That the Defendant be restrained from, in any way whatsoever, preventing the Claimant from having access to the family home for the purpose of carrying out the valuation or any other act required for the sale of the "family home";
7. That the Registrar of the Supreme Court be empowered to take all necessary enquiries and account with regard to the sale of the family home;
8. That the Registrar of the supreme Court be empowered to execute any document or documents to effect the sale and/or transfer of the said land in the event that either party refuse to sign same (a party being deemed to have refused to sign if they refuse and/or neglect to sign a document within 14 days of being requested so to do);
9. That the Defendant be ordered to produce the Duplicate Certificate of Title registered at Volume 1362 Folio 161 of the Register Book of Titles to the Claimant's Attorney-at-law for the purpose of effecting the sale;
10. In the alternative that the Duplicate Certificate of Title be released to the Claimant's Attorney-at-law by the National Housing Trust, for the purpose of effecting the sale of the family home;

11. In the further alternative, in the event that the Defendant and/or the National Housing Trust fails to produce the said title within 14 days of being requested in writing to do so, the Registrar of Titles is hereby empowered to and shall do the following;

- a. Dispense with the production of the Duplicate Certificate of Title registered at Volume 1362 Folio 161 of the Register Book of Titles relation (sic) to the register of the Instrument of Transfer;
- b. Cancel the said Certificate of Title registered at Volume 1362, Folio 161 and issue a new title in the name of the purchaser of the said title;

12. An Order that the Claimant be permitted to advance any sums required for the purpose of effecting the said sale, and that same be recovered from the Defendant's share of the balance purchase price;

13. An Order that the following items borrowed from the Claimant's mother and located in the family home be returned to the Claimant for delivery to his mother:

- i. Black love seat with roll out bed
- ii. Chest of Drawers
- iii. Mahogany Bed (which Trey slept on)
- iv. Queen size bed (matrimonial bed)
- v. Stove
- vi. Fridge
- vii. Radio with speaker boxes
- viii. White microwave

14. That the Claimant is entitled to 50% interest in the 2005 Toyota Platz motor vehicle registration no. 8040 DW;
15. That the Claimant is entitled to 50% interest in the 2007 Toyota Blade motor vehicle engine number AZE1561005086;
16. That the said motor vehicles be valued and that the Defendant pay to the Claimant the $\frac{1}{2}$ of the difference in the value between the Platz and the Blade. In the alternative, that the said vehicles be sold and the proceeds divided equally between the Defendant and the Claimant;
17. Further or other relief; and
18. Costs to the Claimant to be agreed or taxed.

[7] In support of the Fixed Date Claim Form the Claimant relied on two affidavits. In summary, his case is that the family home which initially consisted of a one-bedroom apartment first came to their attention when his mother, a real estate agent, identified the property and gave them the opportunity to purchase it. However, although it was their intention for the property to belong to both of them, only the Defendant's name was placed on the Certificate of Title. The reason for this, he explained is that he wanted to preserve his NHT entitlement. He explained that this was because they had intended to purchase a larger place and he would then utilize his NHT entitlement towards that second purchase. According to him, it was his parents who gave them the deposit, although the money was provided by his mother. He admitted in cross-examination that the proceeds of the deposit were a loan and not a gift. He indicated that subsequent to moving into the apartment he spent some \$250,000.00 on renovations in order to convert the one-bedroom apartment into a two-bedroom apartment.

[8] During cross-examination he insisted that although the Defendant was away at the time he did the renovations she was aware of everything. He indicated that his parents helped him to furnish the house by loaning them some furniture. He pointed out that it was always understood that these items were not theirs to

keep and that they were to be returned. He admitted that although they shared expenses the Defendant earned more than he did. However, he expressed that he would give his pay check to the Defendant and she would pay all the household expenses. He agreed that he did not contribute to the mortgage. During cross-examination he gave further evidence that the decision to purchase the house was arrived at, after discussions and considering their options, and that although he was not in a position to contribute financially, as a family they decided to do the purchase.

[9] He spoke about using his position at Stepmath Auto Limited to purchase two motor vehicles from them. The first was a Toyota Platz which he currently uses and the second a Toyota Blade which the Defendant currently uses. He said he gave the Defendant the title to the Toyota Blade because she was driving it and the car is used from time to time to transport the children. He is of the view that she has handed over this vehicle to her new boyfriend as she now drives a Lexus. He is requesting that the Defendant pay to him half of the difference in value between both cars. During cross-examination he explained that after he left Stepmath, he was given no other option but to clear the loan and that was why he had sent the car documents to the Defendant.

THE DEFENDANT'S CASE

[10] The Defendant filed two affidavits in response. In summary, the Defendant's case is that the Claimant has no interest in the family home as she was the one who decided to purchase the property and the Claimant refused to take the necessary steps to put himself in a position to assist with the purchase. This is so as the Claimant, despite being urged, refused to clear up his NHT arrears and told her that he could not afford to purchase a house and was not interested in doing so. In fact, she decided to purchase the apartment on her own because the Claimant refused to assist although he was working and could have contributed. She expressed that it was never her intention for him to have an interest in the apartment and pointed out that it was clear that at the time of purchase the

property would be owned solely by her hence the title was registered solely in her name. She denied any arrangement for him to make the car payments while she paid the mortgage and took care of other expenses. Since the purchase of the apartment she has paid \$2,379,79.84 in mortgage payments and the Defendant has paid nothing. She pointed out that in addition she has paid all property taxes and maintenance fees.

[11] She denied borrowing money from the Claimant's father but said she borrowed money from his mother which she repaid in entirety. She admitted that the Claimant did some renovations but said that they were not necessary and asked for proof of the sum allegedly spent. In cross-examination she pointed out that she did not know about the renovations but agreed that they were required because of the baby. In cross-examination when asked whether she was considering that when the Claimant's NHT entitlement arose they would use it for another purchase she replied that it would have been a joint effort and his NHT points would assist to make this new purchase.

[12] She admitted that they were both working but denied that the household expenses were shared as she paid all bills as well as school fees. She also denied that he was in the habit of giving her his pay check. She alleged that the Claimant made no direct financial contribution to the acquisition of the property neither did he make any non-financial contributions. She therefore denies that he is entitled to a 50% interest in the property. She asks that in the event the Court finds that he deserves an interest in the property, that she be refunded the proportion of the taxes, mortgage and maintenance payments made by her since the house was acquired.

[13] In relation to the furniture she insisted that the Claimant's parents assisted them with furniture by way of a gift and not a loan. She admitted that they both purchased the motorcars but pointed out that when the Claimant moved out of the family home he sent her the documents for both vehicles with a note indicating that he has signed over the Toyota Blade to her and asked that she

sign over the Toyota Platz to him. As a result, the transfer was effected and the Toyota Blade is now in her name. Although agreeing in cross-examination that it was their intention for the cars to be owned jointly she is of the view that this issue has already been settled.

SUBMISSIONS ON BEHALF OF THE CLAIMANT

- [14] Counsel who appeared for the Claimant submitted that the relevant question for the Court is whether or not to vary the equal share rule. She drew the Court's attention to sections 6 and 7 of PROSA and submitted that a variation of this rule would only be triggered if a section 7 factor arises on the evidence. Further, that on the evidence it is clear that the family home was not inherited by one spouse nor was it owned by one spouse at the time of marriage and additionally, the marriage could not be said to have been of a short duration.
- [15] Counsel relied on the Court of Appeal decision of **Carol Stewart v Lauriston Stewart** [2013] JMCA Civ. 47. She submitted that based on this judgment it is clear that cogent evidence is required to displace the equal share rule and that in order to displace the statutory rule of an equal interest in the family home, the Court must be satisfied that a factor, as listed in section 7, exists. Further, that it is clear that contribution to the acquisition or maintenance of the family home, by itself, is not such a factor, it not having been included in section 7.
- [16] Counsel argued that all the matters raised by the Defendant when carefully examined, amount to contribution. The Defendant, having not established that a section 7 factor exists, would not be entitled to a displacement of the equal share rule.
- [17] Counsel also cited the case of **Icilda Elizabeth Chambers v Harry Seymour Chambers** [2016] JMCA Civ. 12 in which the Court examined the law in relation to the family home and reviewed the **Stewart v Stewart** judgment in coming to a decision that the Defendant had failed to show that the failure to vary the equal

share rule would be unjust and unreasonable. Counsel contended that there is no reason put forward as to why it would be unjust to apply the equal share rule.

[18] In relation to the motorcars counsel submitted that they should also be shared equally and that there was never any intention on the part of the Claimant to give her more than an equal share. She also submitted that the furniture should also be shared equally.

SUBMISSIONS ON BEHALF OF THE DEFENDANT

[19] Counsel who appeared for the Defendant submitted that the factors listed in section 7 are not exhaustive. In addition, the Court has to give consideration to what is just and reasonable in all the circumstances of the case. She asked the Court to examine the intention of the parties and to find that it was in fact clear that the Claimant had no intention to acquire property and to become a property owner. At the time of the purchase the Defendant was in no better financial position than the Claimant yet he did not assist with the purchase. There is nothing to show that he made any contributions to the mortgage or to the running of the household.

[20] She argued that from the facts it can be inferred that the Claimant was not in agreement with the purchase of the house and that it was by no means a joint venture and it was not the intention of the parties to jointly own the family home. She pointed out that whenever the parties intended to share property it was bought in both their names as was done in the case of the motorcars. She contended that the renovations should not be given much weight as this was done when the Defendant was absent from the jurisdiction.

[21] In all the circumstances, it would be unjust to apply the equal share rule in relation to the property. In relation to the cars she submitted that this issue was already settled by the actions of the parties. She asked that with respect to the furniture, the Court should accept the evidence of the Defendant that the furniture was a gift and was used by the entire household.

ISSUES

- [22]
1. Is the Claimant entitled to an equal share in the family home?
 2. Is the Claimant entitled to an equal share in the two motorcars?
 3. Should the items of furniture which originated from the Claimant's parents be returned to the Claimant or shared equally?

DISCUSSION

[23] Since the passage of PROSA the issue of the division of matrimonial property upon either separation of spouses or upon the dissolution of a marriage has been discussed in a number of cases. Among those cases is the Court of Appeal decision of **Stewart v Stewart** which was relied on by the Claimant. In deciding how matrimonial property should be divided the approach is to treat the family home differently from other property owned by either or both parties. The parties had previously agreed that the apartment at 2 Rekadom Avenue is the "family home". I accept that this property was in fact the parties' principal place of residence and that it accords with the definition given to "family home" under section 2(1) of PROSA, the interpretation section, and which I have set out below:

"the dwelling house that is wholly owned by either or both 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."

[24] Section 6 of PROSA creates the rule of equal entitlement by the parties to a union in relation to the family home and section 7(1) sets out the methods wherein this rule may be displaced. An examination of the provisions of section 7(1) is critical to the resolution of the issues raised herein. It provides as follows:

7.-(1) 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 the application by an interested party, make such an 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.*

[25] A party seeking such a displacement has to make an application to the Court for the displacement. In this case the Defendant by virtue of her response to the Claimant's claim has applied for this displacement.

[26] The factors listed in section 7 are not relevant to this application as the family home was not inherited by one spouse, nor was it owned by one spouse at the time of the marriage, nor was the marriage of a short duration. On a construction of section 7 It seems to me that the paramount consideration of the Court should be what is just and reasonable. Therefore, if the application of the equal share rule is unreasonable or unjust the Court is empowered to disapply it.

[27] In the **Stewart v Stewart** case Brooks JA after conducting an analysis of the section 7 provisions pointed out at paragraph 31 of the judgment that:

"...Based on the above analysis, it may be said that, if the door is opened, by the existence of a section 7 factor, for the consideration of displacement of the statutory rule, then very cogent evidence is required to satisfy the court that the rule should be displaced".

He went on at paragraph 35 to highlight that matters such as "contribution" and "other fact[s] or circumstances[s] are absent from the provisions of section 7 and therefore should only be considered if a section 7 factor already exists. This is how he interpreted the absence of these provisions from section 7:

“From these absences it may fairly be said that the legislature did not intend for the consideration for the family home to become embroiled in squabbles over the issue of contribution and other general “facts and circumstances” which would be relevant in considering “other property”.

[28] Further, at paragraph 37 Brooks JA went as far as to say that the provisions of section 14(1) a and b seem to exclude the provisions of subsection 2 and by extension subsection 3 from the consideration of a claim in respect of the family home. Although he pointed out that section 7 did not allow a consideration of “contribution” and other “fact(s) or circumstance[s]” he did highlight that the list of factors that a Court can consider is not closed and therefore the Court can take into account other factors that may lead to a departure from the equal share rule. Brooks JA considered a possible scenario which could lead to such a departure which I have set out below:

“One possible scenario, however, could be where spouses on deciding to separate, agree that a house, in which the legal interest is vested solely in spouse A, be transferred to spouse B, who is leaving the family home, in order for it to be a residence for spouse B. If the entire legal interest in the family home were vested in A, certainly, in those circumstances, it would be open to the court to consider whether it would be unreasonable or unjust to apportion equal interest in the family home...”

[29] I have set out that scenario to demonstrate the fact that indeed the Court can look to other factors as the list of factors is not closed. I also find it useful to examine a case in which the Court has displaced the equal share rule where none of the listed section 7 factors existed. In the case **Caroline Marie Parkes v Ralph Michael Parkes et al** [2016] JMSC Civ. 216 the Court varied the equal share rule to 60 percent for the husband and 40 percent for the wife. The factor that influenced the Court was not one of the stated section 7 factors but rather the fact that the wife had benefited from further education and enhancement which was facilitated by the husband and which was intended to benefit the family unit and would only now serve to benefit her. At paragraph 54 and 55 of the judgment the following was noted:

“[54] There is one other factor that the court deems relevant which is the education and enhancement of Mrs. Parkes leading to her present employment. This training, to the level of a Master’s Degree, was facilitated and at least in part financed by Mr. Parkes. This is a benefit that would be expected to inure to the family. That is not now to be the case. This latter point constrains the court to consider whether there should be some adjustment in the equal share rule on this basis. In other words, whether it is fair that Mrs. Parkes should be sole beneficiary of an investment by the family. The significant change that this training has caused in her circumstances leads me to view that it should be taken into account in determining whether to vary the equal share rule. To reiterate the basis of the equal share rule, Mr. and Mrs. Parkes committed to working together for the benefit of the union.

[55] Mr. Parkes has satisfied that court on a balance of probabilities that it would be unreasonable not to vary the statutory entitlement of 50% interest in the Family Home. In all the circumstances, it is reasonable that Mrs. Parkes receive a 40% share and Mr. Parkes a 60% share of the Family Home”.

[30] It is therefore clear to me that this Court is obliged to consider the question of the intention of the parties. This was the essence of the submissions advanced on behalf of the Defendant. Counsel submitted that the intention of the parties is a factor that could lead to such a departure. Further, that the intention of the parties is clear in that whenever it was their intention to share property it was bought in their joint names. The essence of that argument as I understand it is that, if the parties intended that only one party should have a beneficial interest in the family home or that the beneficial interest should not be an equal one, then it would be just and reasonable for the Court to give effect to their intention.

[31] Based on the dicta in **Stewart v Stewart** it seems that the door must first be opened by such a factor before I can even go on to consider whether there exists cogent evidence. Does the intention of the parties provide such a key to open the door? I think it is essential that I attempt to decipher what can be gleaned to be the intention of the parties.

[32] The Claimant has suggested that the only reason the property was put solely in the Defendant’s name was because he wanted to preserve his NHT entitlement so as to be able to acquire a larger place when the time arose. The Defendant agrees that there was an intention to acquire another home in the future and that

the Claimant's NHT contributions would assist to make a new purchase. Despite the Defendant agreeing with that position, she contends that the property was put solely in her name as the Claimant had actually indicated that he was not interested in the purchase of this apartment and therefore it can be inferred that he was not interested in becoming a property owner. She even suggested that she merely permitted the Claimant to reside at the house because he was her husband and she was trying to see if they could make things work between them. This is a question that turns on credibility.

[33] I have assessed them both and on a balance of probabilities I found the Claimant's account to be more credible. I accept that only the Defendant's name was placed on the title in order to maintain further access to NHT and not because the Claimant had no intention to become a property owner.

[34] I take into account several other factors which contradict the Defendant's assertion that the Claimant did not intend to hold an interest in the family home. The money for the deposit came from the Claimant's family and although the Defendant asserts that she repaid it, there is no evidence that she repaid the full amount. The Defendant admitted that there was this contemplation for the purchase of another house using the Claimant's NHT benefit. The Claimant did renovations to the house converting it into a two-bedroom apartment so it could better accommodate the family.

[35] I am of the view that if intention is to accepted to be a section 7 factor, it would have to be a joint one and it would have to be patently clear on the facts. In all the circumstances, it is not clear that it was the joint intention of the parties that the Defendant alone should have an interest in the property or that they should not share the property equally. The burden of proving that it would be unreasonable or unjust to apply the equal share rule is on the Defendant. The Defendant has failed to show on a balance of probabilities that it would be unjust and unreasonable to apply the equal share rule. There is therefore no basis on which to displace the presumption of equal entitlement.

[36] The Claimant is therefore entitled to a 50% share in the family home. It has been agreed by both parties that they separated in March 2013. I have to grapple with the issue as to how to treat with the mortgage payments made by the Defendant post separation. This is because under section 12(2) of PROSA the interests in the family home are fixed, in the case where the parties have separated, at the date of separation. The **Stewart v Stewart** case also supports the position that post-separation contributions cannot disturb the entitlement at separation. Therefore, the mortgage payments made after separation must be given different consideration. The provisions of section 12(2) have the effect of determining the beneficial interest of each spouse as at the date of separation. If the Defendant is not able to get a refund of these payments it would mean that the Claimant would have received more than a 50% share. The mortgage payments made by the Defendant since separation should be refunded to her upon proof of payment. It was the Claimant who moved out of the premises and so the Defendant has had the use of the apartment since that time. She should therefore absolve any maintenance payments made as well as any taxes paid.

SHOULD THE CLAIMANT RECEIVE A 50% SHARE IN THE MOTOR VEHICLE?

[37] Property other than the family home is subject to different considerations. It is evident in the provisions of section 14 of PROSA that the Court is empowered, in dividing property other than the family home, to take into account the factors specified in subsection 2. The subsection 2 factors include contribution, that there is an agreement with respect to the ownership and division of property and also such "other fact[s] or circumstance[s] which in the opinion of the Court, the justice of the case requires to be taken into account. I am therefore of the view that the intention and conduct of the parties should be examined in making a determination as to how to divide this property. The fact that contribution is also a relevant factor means that I would also have to pay regard to the circumstances under which the vehicles were acquired. It has been agreed that the parties purchased the vehicles together with both making monthly payments. The

Defendant has exhibited several documents to prove her payments and I accept them as accurate.

[38] It is agreed that subsequent to the separation the Claimant took steps to have the Toyota Blade transferred into the name of the Defendant and the Toyota Platz transferred into his name. If that is not a clear sign of what his intention was, then what is? Since the separation in 2013, the Claimant has been in possession of that vehicle and the Defendant in possession of the other. It is true that the Toyota Blade is of higher value however, that must have been within the contemplation of the Claimant when he sent the papers to the Defendant for her to convey the Toyota Blade into her name. He has even noted that “my children” would be transported in it. It seems to me clear that it was his intention for her to have that vehicle and for him to have the other. This current request for a half share in both seems to be motivated by his view that it is now the Defendant’s boyfriend who drives it. Based on the conduct of the parties after the separation, I am of the view that it is clear that this issue has already been resolved between the parties and so each party should be allowed to retain the car they are currently in possession of.

SHOULD THE FURNITURE BE RETURNED TO THE CLAIMANT’S PARENTS?

[39] The uncontroverted evidence is that the furniture was owned by the parents of the Claimant. According to the Claimant it was a loan to them and according to the Defendant it was a gift. Neither parent was called to give evidence to indicate what their intention was when they handed over the items of furniture to the parties. I take into account that this furniture has been in the “family home” since around 2008 and yet there is no evidence that the parents have made any claim for these items of furniture. They were not called to give evidence to speak to what their intention was. I therefore find the Defendant’s version on this issue to be more credible and find as a fact that the furniture constituted a gift to the parties. It is therefore only fair that the furniture should be divided equally between the two.

ORDERS

[40] My orders are as follows:

1. That the Claimant is entitled to a 50% interest in the family home being all that parcel of land part of REKA DOM in the parish of St. Andrew being the strata lot numbered 8 and being the property registered at Volume 1362 Folio 161 of the Register Book of Titles;
2. That Messrs. CD Alexander be appointed as valuator of the said property or such other valuator as agreed by the parties;
3. That the said valuation be paid for equally by the parties;
4. That the Defendant be given the first right to purchase;
5. That in the event the Defendant does not takes steps to purchase the property within 60 days of being served with a copy of the valuation, the property shall be put for sale on the open market;
6. That the Claimant's attorneys-at-law shall have carriage of sale;
7. That in the event of any party's refusal to sign the relevant documents to effect the sale within 14 days of being requested to do so, the Registrar of the supreme court is empowered to execute any document/s required to effect the sale and/or transfer of the property;
8. That the Defendant shall produce the Duplicate Certificate of Title registered at Volume 1362, folio 161 of the Register Book of Titles to the Claimant's attorney-at-law for the purpose of effecting the sale, within 14 days of being requested in writing to do so;
9. That the Defendant is to be refunded the mortgage payments made from the net proceeds of sale from April 1, 2013 to the date the proceeds are settled upon proof of the mortgage payments;

10. That the Claimant is entitled to a 100 percent interest in the Toyota Platz;

11. That the Defendant is entitled to a 100 percent interest in the Toyota Blade;

12. That the Claimant and the Defendant are each entitled to a 50 percent interest in the following items of furniture:

i. Black love seat with roll out bed

ii. Chest of Drawers

iii. Mahogany Bed (which Trey slept on)

iv. Queen size bed (matrimonial bed)

v. Stove

vi. Fridge

vii. Radio with speaker boxes

viii. White microwave

13. That there be liberty to apply.

14. Each party to bear his/her own cost.