

THE EASTERN CARIBBEAN SUPREME COURT

IN THE HIGH COURT OF JUSTICE

SAINT VINCENT AND THE GRENADINES

SVGHMT2012/0004

BETWEEN:

ROHAN DARRELL WILLIAMS

PETITIONER/RESPONDENT

-AND-

LATOYA WILLIAMS

RESPONDENT/APPLICANT

Appearances: Mr Duane Daniel for the Petitioner/Respondent, Mr Graham Bollers for the Respondent/Applicant.

2015: Oct. 1 & 20
Dec. 3

JUDGMENT

BACKGROUND

[1] **Henry, J.:** Mr Rohan Williams and Mrs LaToya Williams were married in 2009.¹ After the marriage they lived together in the matrimonial home at Georgetown, Saint Vincent and the Grenadines. The house was financed largely with funds they obtained through a mortgage. On Mr Williams' Petitioner for divorce, a decree nisi was granted in November 2012 and made absolute in 2013.² Mrs Williams has applied for an order transferring Mr Williams' interest in the matrimonial home to her and that Mr Williams pay her such periodic sums or lumps sum as may be just. Mr Williams resists the application on both counts.

¹ On January 24.

² Decree Nisi was granted on November 9th and made absolute on July 30, 2013.

ISSUE

[2] The issues to be determined are:

1. To what share in the matrimonial home are Mr Williams and Mrs Williams each entitled?
2. Whether Mrs Williams is entitled to receive periodic sums or a lump sum payment from Mr Williams and if so, how much?

ANALYSIS

Issue 1: To what share in the matrimonial home are Mr Williams and Mrs Williams each entitled?

[3] The Williams's' union was short-lived, lasting only two years and eight months. Exactly eleven months after they were married, they purchased a property³ for \$320,000.00. Mr Williams paid the deposit of \$32,000.00 from his own funds and they obtained a mortgage for the remaining \$288,000.00 from the Saint Vincent Building and Loan Association.⁴ The three bedroom dwelling house is constructed on a lot comprising 5,228 sq. ft. The couple's singular joint asset is their equity in the matrimonial property. Mr Williams contends that he contributed more than Mrs Williams to its acquisition and is therefore entitled to 85% equity while Mrs Williams is entitled to 15%. Mrs Williams counters that she is entitled to 50% of the equity.

[4] There is not much divergence in Mr and Mrs Williams' testimony. Mrs Williams is a civil servant employed as a typist with the Government of Saint Vincent and the Grenadines while Mr Williams works as a Provision Manager with Royal Caribbean Cruises Ltd. He has been employed on successive contracts of 6 months duration with a 6 week break at the end of each. They have no children. They testified that during the marriage, Mrs Williams resided at the matrimonial home while Mr Williams was at sea. Their evidence is that the marriage broke

³ Registered by Deed of Conveyance 4645/2009.

⁴ Evidenced by Deed of Mortgage 4646/2009.

down around late December 2011 at which point Mrs Williams left the matrimonial home taking roughly half of the household items with her.

- [5] Mr Williams earns approximately \$7,476.00 per month, significantly more than his ex-wife's \$1901.00. Mr Williams' usual monthly expenses range between \$2215.84⁵ and \$2550.39. Mrs Williams' stated monthly expenses total \$1873.41 inclusive of her contribution to the mortgage. While Mr Williams enjoys a surplus of almost \$5000.00 each month, Mrs Williams is left with roughly \$30.00 after expenses. I note however that one of Mrs Williams' loans⁶ would have matured around March/April 2015, freeing up an additional \$350.00 each month and increasing her surplus to roughly \$400.00.
- [6] The monthly mortgage payments on the matrimonial property total \$2222.84. During the marriage, they each contributed to its repayment an amount which corresponds to their disparate earning capacity. Mrs Williams explained that her salary is assigned to the mortgagee which applies \$500.00 from her salary towards the mortgage each month. The balance of \$1722.84 was paid by Mr Williams. During the marriage he transmitted an average of \$3000.00 to Mrs Williams monthly. Mrs Williams acknowledged that she regularly received between US\$800.00 and US\$1300.00 from Mr Williams by wire transfer. She conceded that those remittances were enough to cover the entire mortgage and leave a balance of \$1000.00. She explained that the monies sent by Mr Williams were applied towards his share of the mortgage and household expenses including maintenance costs for the house. She maintained that she consistently contributed \$500.00 towards the mortgage as the deduction was made from her salary at source and transmitted directly to the bank.
- [7] After their divorce in 2012, Mr and Mrs Williams entered an arrangement with the bank whereby Mr Williams reimburses Mrs Williams \$500.00 in respect of the deductions made from her salary each month. Mrs Williams explained that the

⁵ The lower figure accounts for when he is at sea and the higher one when he is in Saint Vincent.

⁶ GECCU loan evidenced by exhibit "LW3" – see paragraph 19 of her affidavit filed on February 13, 2015.

bank deposits those sums into a separate account in her sole name but states that she does not have automatic access to them. She indicated that whenever she wishes withdraw from that account she must seek special dispensation from the bank. She testified further that since 2012, she obtained permission to withdraw part of those funds to assist with her studies leaving a balance of approximately \$3000.00. She did not indicate when she made the withdrawals but she agreed that if she had made no withdrawals, the total in the account would have been about \$20,000.00.⁷ She insisted that while Mr Williams has been making the full mortgage payment since 2012, she has contributed because her salary is still assigned to the bank, subject to retention in an account to which she has restricted access and reimbursement is made to her only after deductions from her salary.

[8] It is clear that Mr and Mrs Williams intended to jointly acquire the property as their matrimonial home and their testimony supports this conclusion. They admitted that they acquired the property jointly and had it registered in their joint names. Mr Williams who has consistently enjoyed better means than his ex-wife, made the deposit on the property and they applied together for a mortgage to cover the balance. Furthermore, they occupied it together as husband and wife. From both accounts, they arranged their affairs in a manner which is most convenient to their lifestyles and common intentions, not unlike the vast majority of married couples. During happier times, albeit short, while Mr Williams was working on the ship, Mrs Williams stayed at home and took care of their domestic affairs including general upkeep of the premises and paying bills with their combined resources.

[9] Mr Williams admitted that when they got married, it was their intention “to start a family together.” However, he denied that their plan involved getting a house together. He explained away Mrs Williams’ name on his bank account as “a business agreement”. I do not accept his testimony that:

⁷ For the period March 2012 to October 2015.

“Building a house together wasn’t part of the original plan. It was a business agreement that her name was placed on my account at BNS. It had nothing to do with the fact that she was my wife and I was in love with her. My wife’s name was put to my account because of the nature of my job and I was out of State.”

That statement is out of dissonance with his admission that they intended to start a family together. It is difficult to imagine a scenario in which Mr and Mrs Williams set out to have a family together but had separate plans for building a home. It does not make sense and I reject that notion. When the house was acquired, they were married for less than a year. Commonsense and reason suggest that Mr and Mrs Williams like most young couples starting their life together, were interested in acquiring a house. As part of this common intention to build a family together, I believe that Mr and Mrs Williams like most young couples wished to pursue joint ownership of a home.

[10] The way in which the Williams’s pooled their resources leads me to conclude that they recognized their collective strengths and weaknesses and wished to give expression to their individual efforts in securing a home. In this regard, they arranged for each to make contributions to the mortgage commensurate with their financial capacity. I am led eluctably to this conclusion by the deliberate, intentional and almost scientific fashion in which they arranged their finances. Mr Williams at all material times was earning 4 times Mrs Williams’ gross income. Their individual contributions to the mortgage roughly equate to a ratio of 4:1. In this regard, Mr Williams assumed responsibility for payment of the lion’s share of the mortgage reflective of his significantly higher income without there being any discussion or agreement that he own a larger share in the property. I find that Mr and Mrs Williams intended to jointly finance and own equal shares in the matrimonial home.

[11] After the dissolution of the marriage, Mr Williams desired to assume full responsibility for mortgage payments and he wrote to the mortgagee bank to this

effect but his request was denied. Consequently, Mrs Williams has retained legal and up to a point, practical responsibility for her contribution of \$500.00. Admittedly, Mr Williams has reimbursed Mrs Williams the sum of \$500.00 each month. However, Mrs Williams has not enjoyed unrestricted access to those funds. For practical purposes, Mrs Williams has continued to make her contributions to the mortgage payment up to present. Mr Williams has had the benefit of those contributions without cessation. Essentially, although none of Mrs Williams' money has been applied to the mortgage since early 2012, she has been denied the full benefit of those funds during that time.

[12] While Mrs Williams will not get the full credit for such contributions to the mortgage, the court recognizes that Mr Williams has benefitted in some measure from the limitations placed on Mrs Williams' access to her funds. Those funds were available and could have been utilized by the bank to cure any default by Mr Williams during that period. Mrs Williams was subject to the real jeopardy of this happening whether through willful default by Mr Williams or default occasioned by an emergency. This has not become necessary as Mr Williams has diligently met his obligations to the bank. Nevertheless, Mrs Williams is entitled to have such inconvenience factored into the equation. I hasten to add that she was not deprived of those monies and has in fact used most of it and is poised to have unencumbered access to the rest when this matter is resolved. It is necessary to attempt a numerical quantification of the inconvenience suffered by Mrs Williams in this regard. There is no mathematical formula to apply, but a notional figure of \$2500.00 would in my opinion represent the benefit which Mr Williams enjoyed from that facility.

[13] The court is empowered to make property adjustment orders and direct one party to the marriage to transfer to the other party property to which the former is entitled, or by making an order for settlement of such property.⁸ The court's

⁸ See sections 29 and 32 of the Matrimonial Causes Act, Cap. 239 of the Revised Laws of Saint Vincent and the Grenadines, 2009 ("the Act") which provide respectively:

"29 (2) The property adjustment orders for the purposes of this Act are the orders

primary objective in such cases, is to achieve fairness for both parties,⁹ always being mindful that the “feature which are important when assessing fairness differ in each case.”¹⁰ The court endeavours to secure a “clean break” for the divorcées, by assisting them “to begin a new life which is not overshadowed by the relationship which has broken down.”¹¹ In exercising its powers, the court aims to place the parties as far as possible in the financial position they would have been in if the marriage had not broken down and if they each had discharged their respective obligations to each other.¹²

dealing with the property rights available (subject to the provisions of this Act) under section 32 for the purpose of adjusting the financial position of the parties to a marriage ... on or after the grant of a decree of divorce, ... that is to say-

- (a) any order under subsection (1) (a) of that section for a transfer of property;
- (b) any order under subsection (1)(b) ... for a settlement of property;”

32. On granting a decree of divorce, ... the Court may make any one or more of the following orders, that is to say –

- (a) an order that a party to the marriage shall transfer to the other party, ... such property as may be so specified, being property to which the first-mentioned party is entitled, either in possession or reversion;
- (b) ...;
- (c) ...
- (d) an order extinguishing or reducing the interest of either of the parties to the marriage under any such settlement,...”.

⁹ **Timothy Stonich v Tamara Stonich BVIHCVAP2002/0017** at para. [27] per Saunders J.A. (as he then was) where he stated:

“One of the useful features of the MPPA is that it gives the Court a broad discretion in apportioning assets built up over the course of the marriage. The ultimate and overriding objective that the court must strive at is fairness.”

See also **White v White [2001] 1 All E.R. 1**.

¹⁰ Ibid. at **pg. 4 of White v White per Lord Nicholls of Birkenhead**.

¹¹ See description of “clean break” in **Minton v Minton [1979] AC 593, per Lord Scarman**.

¹² See section 34 (1) of the Act which states:

“(1) It shall be the duty of the Court ... to have regard to all the circumstances of the case...
... and so to exercise those powers as to place the parties, so far as it is practicable and, having regard to their conduct, just to do so,, in the financial position in which they would have been if the marriage had not broken down and each had properly discharged his or her financial obligations and responsibilities towards the other.”

[14] The court is enjoined to interpret fairness “in light of prevailing societal standards”¹³ and must consider all the material circumstances including the party’s respective ages, their needs, earning capacity, financial resources, obligations, responsibilities, physical and mental health, respective contributions to the family’s welfare, current and future income and the duration of the marriage.¹⁴ The court must also take account of their conduct in relation to the property¹⁵ and the standard of living they enjoyed during the marriage¹⁶. I have already examined some of these matters. I now address the others.

¹³ Ibid. **Stonich v Stonich at para. [27] per Saunders J.A. (as he then was).**

¹⁴ Section 34 of the Act which provides:

“(1) It shall be the duty of the Court in deciding whether to exercise its powers under section 31(1)(a), (b) or (c), 32 or 33 in relation to a party to a marriage and, if so, in what manner, to have regard to all the circumstances of the case including the following matters, that is to say -

- (a) the income, earning capacity, property and other financial resources which each of the parties the marriage has, or is likely to have, in the foreseeable future;
- (b) the financial needs, obligations and responsibilities which each of the parties to the marriage has, or is likely to have, in the foreseeable future;
- (c) the standard of living enjoyed by the family before the breakdown of the marriage;
- (d) the age of each party to the marriage and the duration of the marriage;
- (e) any physical or mental disability of either of the parties to the marriage;
- (f) The contribution made by each of the parties to the welfare of the family, including any contribution made by looking after the home or caring for the family;
- (g) In the case of proceedings for divorce or nullity of marriage, the value to either of the parties to the marriage of any benefit (for example, a pension) which, by reason of the dissolution or annulment of the marriage that party will lose the chance of acquiring,

and to exercise those powers as to place the parties, so far as it is practicable and, having regard to their conduct, just so to do, in the financial position in which they would have been if the marriage had not broken down and each had properly discharged his or her financial obligations and responsibilities towards the other.”

¹⁵ See **Abbott v Abbott [2007] UKPC 53 at para. 19 per Baroness Hale of Richmond** where she stated:

“The parties’ whole course of conduct in relation to the property must be taken into account in determining their shared intentions as to its ownership.”

¹⁶ Ibid. at section 34 of the Act.

Age, duration of marriage, physical and mental health, income, earning capacity, standard of living, property, financial resources and needs, obligations and responsibilities.

[15] Mr Williams at 40 years is slightly older than Mrs Williams who is 36. Their marriage produced no children. They appeared to be both physically and mentally healthy and complain of no disabilities or illnesses. They are still relatively young and in the normal scheme of things each is capable of forming new relationships and having children. All things being even, they each have at least 20 years of productive life ahead of them and with careful planning and commitment, can be expected to accumulate modest to sizeable savings. Mr Williams is likely to remain more financially robust than Mrs Williams if they retain their current jobs in the long term. He also has the capacity to eliminate his debt(s) and amass additional assets at a faster rate than Mrs Williams.

[16] Mrs Williams takes home a comparatively small salary. From that income she contributes \$260.00 towards the mortgage of a property located at Mt. Bentick that she inherited from her grandfather. She now lives in that house with her extended family and she indicates that her sister Angie Williams contributes roughly \$600.00 per month towards the mortgage. She testified that the property comprises a four-bedroom house and is essentially family property although the deed is in her name. I prefer to consider it as Mrs Williams' sole asset in which her sister may or may not have acquired a beneficial interest, referable to her contributions towards the mortgage. The original mortgage was obtained by Mrs Williams and her sister Angie in September 2002 for \$25,000.00. It was up-stamped seven years later¹⁷ in LaToya Williams' sole name for a further \$11,000.00. It is not clear how much remains outstanding on that loan and Mrs Williams did not volunteer that information. However, it is apparent that there is a balance outstanding. Mrs Williams has been the sole legal owner of the property since 2002, five years before the marriage. It is therefore not part of the

¹⁷ In December 2009.

marital assets. Mrs Williams' immediate and long term accommodation needs are met by that property.

[17] For his part, Mr Williams owns a parcel of land at Fairhall comprising 9,884 sq. ft. of land that he purchased some 12 years before the marriage. It appears to be free from encumbrances. That property is individually owned by Mr Williams is not part of the matrimonial assets. Although neither Mr nor Mrs Williams elaborated on their lifestyles, their testimony suggests that they have both enjoyed a modest working class standard of living. Mrs Williams has total savings of \$2, 850.00.¹⁸ Mr Williams testified that he has bank accounts at St Vincent Cooperative Bank and also at Bank of Nova Scotia but he indicated that he had not checked his accounts since returning to St. Vincent and therefore could not say how much savings he had in each. He also stated that he had those accounts before the marriage but admitted that he has made deposits to each after the marriage.

[18] It is regrettable that Mr Williams withheld this information from the court, denying the court comprehensive financial data on which to assess his financial means. I draw the reasonable and adverse inference that Mr Williams failed to provide this information out of a desire to obtain an unfair advantage in the proceedings.¹⁹ I note that Mr Williams had accumulated \$32,000.00 prior to 2009 which he invested in the acquisition of the property. Taking into account that Mr Williams retains roughly \$5000.00 uncommitted income each month, I deduce that his savings are likely to be considerable, placing him in a significantly stronger financial position than Mrs Williams.

[19] Mrs Williams can expect to receive a pension on retiring from their present employment. In addition, Mrs Williams will receive a small retirement benefit

¹⁸ Savings accounts at Bank of Nova Scotia and St. Vincent Building and Loan Association – paragraph 24 of her affidavit filed on February 13, 2015.

¹⁹ **NG v SG [2011] EWHC 3270 at para.16.**

from the NIS. Mr Williams has not indicated whether he contributes or expects to benefit from any pension scheme. He may however secure NIS pension benefits if he makes the necessary arrangements in a timely manner. If Mr Williams invests his savings wisely, he can expect to have a more secure retirement than Mrs Williams seems poised to experience.

- [20] Mr Williams resides most of the year aboard the ship on which he works. He spends roughly two months in Saint Vincent at the Grenadines at the subject property. From all accounts he is the sole occupant. Mrs Williams shares her home with other members of her family and in the normal scheme of things may continue to do so for the foreseeable future.

Contributions to family's welfare

- [21] Mrs Williams has since November 2012 been receiving \$500.00 in maintenance payments monthly from Mr Williams pursuant to a consent order.²⁰ For the past 9 months, it is reasonable to conclude that Mrs Williams has experienced less of a financial strain in making ends meet. She is by no means as secure as she likely was during the marriage when she received substantially more from Mr Williams towards outgoings. However, her finances are likely to improve when her salary is no longer assigned to pay the mortgage with the attendant accessibility concerns.

- [22] Mr Williams provided a valuation of \$362,000.00²¹ for the matrimonial home. Mrs Williams exhibited a mortgage loan statement from the bank signifying that as at February 12, 2015 the balance outstanding was \$262,677.44. Based on this statement, Mr Williams admitted that the couple's equity in the property would have been approximately \$100,000.00 at that date but insists that his contribution to the acquisition and maintenance of the property has been greater than Mrs Williams. While it is obvious that he contributed more financially than

²⁰ Dated October 12, 2012.

²¹ See paragraph 24 of Rohan Williams' Affidavit of Means filed on January 30, 2015 and the valuation report dated May 8, 2014, exhibited thereto.

Mrs Williams over the short marriage, I do not agree that his overall contributions to the union were more than Mrs Williams'. Mrs Williams was the one who remained here in Saint Vincent and took care of the family's daily obligations and responsibilities, including paying bills and arranging for items such as maintenance. She also indicated that she washed and took care of the household chores. Mr Williams did not dispute this.

[23] Admittedly, Mr Williams spends most of the year abroad and would not have experienced Mrs Williams' daily attention and care, except for those periods he spent on the island. However, Mrs Williams' commitment and contribution to the union should not be discounted. Mr Williams did not deny that Mrs Williams carried out her wifely duties in an efficient manner and the court will draw no such inference. Although they had no children, I am satisfied that Mrs Williams played her role fully as a committed wife and homemaker, thereby assisting in maintaining smooth and stable domestic operations.

[24] The court is not permitted to pay more regard to a contribution "because it is easily quantifiable in hard currency"²² and less to one that is "less measurable but equally important to the family structure". To do so would amount to gender discrimination. Similarly, "there is no basis in law for courts to regard always as decisive or of special importance the financial contribution made by a party to the welfare of the family. ... such contribution should be weighed in the same scales as a contribution of a different nature....If the husband's skill, initiative, hard work and drive yield handsome financial rewards, it is entirely unfair to regard those rewards as being any greater in value than those of the wife who might have employed equal skill, initiative and dedication ...keeping a stable household... as a general guide, equality in the distribution of matrimonial assets should be departed from only if, and to the extent that, there is good reason for it."²³

²² Ibid. at para. [29] *Stonich v Stonich per Saunders JA (as he then was)*.

²³ Ibid. at para. [30] *Stonich v Stonich per Saunders JA (as he then was)*.

[25] I am satisfied that Mrs Williams made a significant contribution to the family's welfare and the acquisition and maintenance of the matrimonial home through her involvement as a dedicated wife and homemaker and by diligently applying the parties collective earnings towards payment of the mortgage and other outgoings. If she had not done so, there is no assurance that those matters would have been taken care of as competently as they were. Mr Williams had not complaints regarding Mrs William's handling of their affairs. I am equally satisfied that they intended to equally own the matrimonial home as husband and wife notwithstanding Mr Williams larger financial contributions. This conclusion is borne out by the fact that the property was conveyed in their joint names, the mortgage likewise jointly negotiated and serviced. Although the union was short, the Williams's conducted their affairs as a cohesive unit with common goals and aspirations. I am also mindful of the legislative mandate that the court should endeavour to ensure that the parties financial positions after the marriage remain as far as practicable as it was during the marriage. Mr Williams' larger contributions do not tell the entire story and he is not entitled to a greater share because of those payments.

[26] Taking all of the foregoing into consideration, I find that Mr and Mrs Williams own equal shares in the equity, and I consider it fair to make an order that the equity in the matrimonial property to be apportioned equally between them. However, it is only fair that \$18,000.00 be deducted from that equity. This figure is the majority of the sums reimbursed to Mrs Williams,²⁴ less \$2500.00 credited to her for inconvenience described above. The full equity after these deductions is \$82,000.00. I assess Mr Williams' and Mrs Williams' share to be ½ or \$41,000.00 each. It is ordered that Mr Williams shall pay that sum to Mrs Williams on or before January 31, 2016.

²⁴ An amount of roughly \$20,500.00, from approximately May/June 2012.

Issue 2 - Is Mrs Williams entitled to periodic or lump sum payments?

[27] The court may make an order for periodic or lump sum payment where the party to be charged has failed to provide reasonable maintenance for the applicant.²⁵ As it did in the case at bar, the court may make an interim maintenance order if the applicant is in immediate need of financial assistance.²⁶ It is noteworthy that the interim order was made by consent, signifying recognition by the parties that Mrs Williams was in immediate need of assistance and unable to meet her obligations at that time without assistance from Mr Williams to which she had become accustomed and on which she relied.

[28] Mrs Williams was in a somewhat better position at the time of the trial and no doubt her situation will improve over time. She will receive some further relief by realizing her equity in the matrimonial home and will no doubt be in a position to pay off some debts and gain a stronger foothold financially. She will in all likelihood be able to service her recurrent expenditure in a capable manner. There is no basis on which to make an order for a lump sum or periodic payment

²⁵ See section 31 (1) (a), (b) and (c) and 36 (1) and (6) of the Act which provides:

“31. (1) On granting a decree of divorce, ... or at any time thereafter ... the Court may make any one or more of the following orders, that is to say –

- (a) an order that either party to the marriage shall make to the other such periodical payments, for such term, as may be specified in the order;
- (b) an order that either party to the marriage shall secure to the other, to the satisfaction of the Court, such periodical payments, for such term, as may be specified;
- (c) an order that either party to the marriage shall pay to the other such lump sum or lump sums as may be so specified;”

²⁶ See section 36 (1) and (6) of the Act which provides:

“36 (1) Either party to a marriage may apply to the Court for an order under this section on the ground that the other party to the marriage (in this section referred to as the respondent)-

- (a) has failed to provide reasonable maintenance for the applicant;
- (b) ...

(6) Where on application under this section it appears to the Court that the applicant,... is in immediate need of financial assistance, but it is not yet possible to determine what order, if any, should be made on the application, the Court may make an interim order for maintenance, that is to say, an order requiring the respondent to make to the applicant, until the determination of the application, such periodical payments as the Court thinks reasonable.”

or to extend the interim maintenance order. I therefore make no such order. It is ordered that Mr Williams' obligation to pay Mrs Williams \$500.00 per month²⁷ ceases with effect from February 1, 2016.

ORDER

[29] It is therefore declared and ordered:

1. Mr Rohan Williams owns and is entitled to a ½ share or \$41,000.00 in the equity of the matrimonial property situated at Georgetown.
2. Mrs LaToya Williams owns and is entitled to a ½ share or \$41,000.00 in the equity of the matrimonial property situated at Georgetown.
3. Mr Rohan Williams shall on or before January 31, 2016 pay to Mrs LaToya Williams the sum of \$41,000.00 representing her share in the equity.
4. Mr Rohan Williams' obligation to pay maintenance of \$500.00 per month ceases with effect from February 1, 2016 or from the date of payment by him of the \$41,000.00 under clause 3 of this Order whichever occurs sooner.
5. Mr Rohan Williams shall pay costs of \$3000.00 to Mrs LaToya Williams.

.....
Esco L. Henry
HIGH COURT JUDGE

²⁷ Pursuant to Consent Order dated October 12, 2012.