IN THE EASTERN CARIBBEAN SUPREME COURT

IN THE HIGH COURT OF JUSTICE

COMMONWEAL TH OF DOMINICA

CIVIL

CLAIM NO, DOMHMT2010/0070

BETWEEN:

JACK NOEL CHARLESON LEATHAM

Petitioner/Applicant

AND

RUTH-ANNEGUSTAV LEATHAM

Respondent

Appearances:

Mrs. Singoalla Blomqvist-Williams of the Chambers of Williams and Williams for the Petitioner/Applicant

Mrs. Heather Felix-Evans with Mr. Jeffrey Murdoch of Heather Feiix-Evans Chambers for the Respondent

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2014: December 111h

2015: February 6th

DECISION

[1] Thomas, J [Ag.]: On June 6th, 2014 the petitioner filed a Notice of Intention to Proceed with Ancillary Relief. T e reliefs sought are: property adjustment order, that the ShcJre

certificates at DOMLEC be transferred to the petitioner, maintenance for the·minor child and costs.

Affidavit Evidence

[2] In his Affidavit in Support, the petitioner says that he was married to the Respondent on August 15th, 1987 and there were three children of the marriage born in 1988, 1991 and 1997.

[3] It is deposed by the petitioner that the respondent left the matrimonial home on 2nd February, 2006 without his knowledge or consent and migrated to the United States of America, after which he took care and raised the.children single-handedly and without any contribution from the respondent.

[4] At paragraphs 4 and 5 of his said affidavit, the deponent details the manner in which he educated two of the children, Jade Jelessa Leatham and Jacque Leatham.

[5] The matter of property is addressed at paragraphs 7 to 10 of the affidavit. In essence he says that he purchased a portion of land prior to the marriage, on which a house was built and the respondent's name was added as an owner after the marriage. A second lot was purchased which is unencumbered. A third parcel consists of 3.15 acres, is situated at Bellevue Chopin which is also registered in both names and upon which a structure was erected after the respondent migrated to the United States.

[6] At another level of property the petitioner says that they own sha_res in DOMLEC.

[7] The petitioner deposes further that his monthly income is $5000.00 while his expenses total $1957.95.

[8] In the premises the petitioner seeks to have the properties transferred to him since the respondent has not made any contribution to the acquisition, or to the maintenance of the children.

Affidavit in Reply

[9] The respondent in her Affidavit in Reply, filed 26th September, 2014 contends that the petitioner is being untruthful in saying that she made no financial contributions towards the acquisition of the properties, did not nurture or maintain the children, made no

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contributions to the maintenance of the children since leaving the matrimonial home, and he did not receive any benefit or share of her gratuity.

[1O] With respect to the properties the respondent's proposals are as follows: the property at Pichelin be signed over to the applicant provided he takes over the mortgage; the other two properties, both unencumbered, each party should have a 50% share; lot 23, being held by the parties as joint tenants, be immediately severed; the shares in DOMLEC should be retained by her; the business trading as R & L should be owned solely by the petitioner; and no demand is made for a share of the farm.

[11] At paragraphs 8 to 16 the respondent deals with the relationship among herself, the petitioner and the children both before and after she left the matrimonial home.

[12) At paragraphs 17 to 39 the respondent gives extensive details of her financial contributions to the properties, the business and the family.

Supplementary Affidavit in Reply

[i 3] In her Supplementary Affidavit, filed on 31st October, 2014 the respondent deposes that her monthly salary as a banker in the United States of America is US$2832.00 plus overtime. She also says that her monthly expenses amount to US$2099.05. A further expense is a minimum of US$120.00 as a monetary contribution to her son's maintenance plus clothes and shoes are sent bi-annually.

Supplementary affidavit of Petitioner

[14] On 13th November, 2014 the petitioner filed a Supplementary Affidavit pursuant to an order of the court. In this affidavit, the petitioner says that his salary from the church is $3000.00 and income from a grocery shop and farm is $1000.00 each.

[15] It is also deposed that he owns a property situated at Pichelin with a house thereon given to him by his mother prior to the marriage.

Second Supplementary Affidavit in Reply

[16] In her second Supplementary Affidavit in Reply, the respondent further deposes as to her ownership of a motor car and based on her information it may attract a selling price of

US$3357.00. The respondent further deposes that she took a loan of US$49, 900.00 to purchase a residence. And according to her, the balance is approximately US$44,000.00.

[17] At another level the respondent further deposes that she has information that the petitioner owns a dumper truck.

Respondent's third Supplementary Affidavit in Reply

[18] In her third Supplementary Affidavit in Reply the respondent exhibits documents to show that she was paid dividends by DOMLEC between 2012 and 2014. The respondent also seeks to put into evidence the fact that the land on which the matrimonial home stands "was purchased by and registered in the name of the Petitioner after we got married."

[19] At paragraphs 3 and 4 of the said affidavit the respondent casts doubt on the valuation conducted by Anthony LeBruin due to visual challenges and as a result tendered a valuation commissioned by the National Bank of Dominica and conducted by Eric P. James, as contained in a report dated 1st December, 2014. The value of the property is now given as EC$266,000.00.

Evidence from Cross Examination

[20] Under cross-examination the petitioner repeated much of his affidavit evidence regarding the respondent's departure in May 2007 and the sequel after she reached the United States of America, plus the position of the children. The petitioner went on to give evidence concerning the children of the marriage.

[21] In giving evidence of an account when the respondent lived with him. He said he signed on to the account but he did not know when it was overdrawn. He added that he could not use the account freely. He added further that he did not use it for any important matters and stopped using it when the respondent complained.

[22] In re-examination the petitioner testified that to this date the respondent does not speak to any of the children.

[23] Regarding the children, he said that Joie has not contacted his mother in the United States and Jacque visited her and after 4 months she called the police and they went to court.

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[24] The respondent, under cross examination, spoke of her relationship with her children and her contribution to their maintenance.

[25] In further cross examination, the respondent spoke of her departure and the manner in which the preparations were made. According to her the National Bank of Dominica arranged her payment in a single day. She also insisted that her departure was not planned, but rather it was a case of extreme circumstances. In further evidence the respondent testified that no arrangements were made for the children and that she never planned to stay away.

[26] The respondent was next cross examined on her job at the National Bank and the loans she had to repay and other expenses to Scotia Bank, Inland Revenue, student loan and insurance. She also said that her salary at Dominica National Bank was $4400.00 gross paid $2000.00 bi-weekly. The witness went on to testify about the purchase of DOMLEC shares 2 to 3 years before she left. The witness maintained that the shares were bought by her and were not a gift from Basil Jules.

[27] With respect to the matrimonial home, the respondent gave this evidence: "The matrimonial home was in the name of the petitioner but later it reflected both of us. I am prepared to have my name removed on condition that the petitioner takes over responsibility for the entire loan. I know there is no equity in the home. I am not prepared to pay half as I was never given a chance to do anything."

[28] In the remainder of her cross examination the respondent was questioned on her monthly expenses.

[29] In re examination the.respondent gave evidence of her experiences with Jacque when he came to the United States ending up in the Law court.

ISSUES

[30] The issues for determination are:

1. Whether the petitioner is entitled to a property adjustment order?
2. Whether the petitioner is entitled to a transfer to him of the shares in DOMLEC held by the respondent?

3. Whether the respondent should be ordered to provide maintenance for the minor child of the marriage?
4. Who is liable in costs?

Issue No. 1

Whether the petitioner is entitled to a property adjustment order?

[31] At issue are the following properties:

1. The matrimonial home situated at Pichelin, in the parish of St. Patrick, containing 748.5 square feet.
2. Land situate at Maranatha Square in the parish of St. Patrick containing 2,320 square feet.
3. Land situate at Lisdara Estate/Bellevue Chopin in the parish of St. Patrick containing 3.15 acres.

[32] With respect to the first property, being the matrimonial home, it is the understanding of the court that the parties have reached an agreement whereby the respondent will transfer her share to the applicant on condition that the applicant assumes full legal responsibility for the full liability under the mortgage of the property to the National Bank of Dominica. This is confirmed in the written submissions in this matter filed by both sides.

[33] In the case of the applicant, the submissions rest, in part, on the following[1]:

> "The Applicant has three sources of income and earns approximately $5000.00 gross.
> -He is responsible for the repayment of the interest of student loan for the first child until she gets suitable employment.
> -He is the sole provider for the minor child who is still attending High School;
> -He now has to renegotiate a loan to pay off the bank in order to secure the former matrimonial home in which he resides with his mother and two children of the family.
> We submit that during the 8 year period the Applicant has had to sacrifice to take care of the financial emotional needs of the family whilst the Respondent has been able to secure herself financially which includes the purchasing of a house.
> We therefore ask that the Respondent's equity in the properties be transferred to the Applicant to compensate him for the contribution he made to the welfare of the family after the Respondent had deserted them. The Respondent we submit is

[1] See: submissions on behalf of the applicant at pages 9 to 11; and on behalf of the respondent at paras. 8-18

able to make a greater contribution towards the maintenance of the minor child but she is bent on putting her "wants" above the "needs" of her dependent minor child. The Applicant and the Respondent are 54 and 51 years old respectively neither party is seeking maintenance from the other.

With regard to the standard of living, the parties enjoyed a reasonable standard of living as there were two income earnings after the Respondent left the matrimonial home, all expenses had to be borne by the Applicant hence the departure of the Respondent negatively impacted on the family particularly the children.

With regard to the contribution made by one party there is no denial by the · Respondent that the Applicant has been the primary care giver and for the last 8 years only care giver. It is very telling that not one of the three children has a good relationship with their mother, the Respondent in this case. <u>We refer to Wachtel v Wachtel 1973 1 ALL ER pages 829-830.</u>

We therefore humbly pray to the court, having regard to the grounds for the divorce namely desertion, that the court will as far as possible and first to place the Applicant in a financial position as close to the one he would have enjoyed had the marriage not broken down. <u>We refer to Potter v Potter 2 ALL ER 323</u>.

The Respondent ought not to be compensated for abandoning her family.

We submit that the equitable approach would be to:

1. Order that the Respondent transfer her share of the two properties namely:
2. That the Respondent transfer ½ share of DOMLEC to the Respondent;
3. That the Respondent pay $1,000.00 monthly towards the maintenance of the minor child until he completes school; Pay half of the school fee/expenses. Pay ½ of the medical bills.
4. An order that the Respondent pay the Applicant a lump sum in keeping with a clean break principle."

[34] As far as the respondent is concerned the submissions refute the applicant's prayer that he is entitled to.all three properties by the following:

1. The applicant has not refuted by clear, unequivocal evidence of the respondent of the contributions she made towards the petitioner's debts and the family.
2. The applicant has not refuted the respondent's unchallenged argument that while the respondent lived in the matrimonial home she cared for and maintained the children of the marriage. Further, after the respondent left the matrimonial home she made various attempts to maintain her relationship with the children, all to no avail as the applicant refused to communicate with her and/or allow the children to communicate with her.
3. The respondent did the best she could do to contl'ibute financially towards the maintenance of her children.

4. The applicant never indicated that the respondent was not sending enough or needed to send more than she was sending.
5. The clear inference to be drawn from the applicant's behavior is that he did not want the respondent to be involved in the children's lives and to contribute towards their maintenance.
6. In light of the foregoing it would be unfair for the court to transfer the respondent's share of the properties to the applicant on the grounds stated by the applicant.
7. The respondent rejects the applicant's argument that the respondent would be advantaged by the applicant's assumption of the full debt of the matrimonial home.
8. The respondent now has a mortgage to pay in relation to a property acquired in the United States of America after leaving Dominica.
9. The respondent has not enjoyed her share of the proceeds of the farm or shop over the past seven years.

[35] Section 24 of the Matrimonial Causes Act, "the Act" empowers the court to make property adjustment orders. This is subject to section 25 of the Act which sets out the factors to be taken into account in making such an order. The factors are as follows:.

a) The income, earning capacity, property and other financial resources which each of the parties to 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;
n The contributions 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.

Reasoning

[36] Given the fact that there are three properties in issue, the submissions follow accordingly. For the applicant it is the hardship endured to nurture and care for three children single-handedly plus the expenses attendant on the said properties. On the other hand, the respondent submits that her financial contributions made while she was part of the family entitled her to an equal share of the properties. The respondent contents further that the applicant has failed to answer or contradict the following contributions made by her:

a) "starting off the foundation of the matrimonial home with her own funds by working two jobs in the USA while going to school;
b) paying off the farm loan in the amount of $40,000.00 plus transfer costs and interests;
c) taking action to save matrimonial home upon default of Applicant by causing mortgage to be transferred from RCCU to NBD;
d) paying $3000.00 arrears on Applicant's business loan at Scotiabank;
e) taking over and paying off balance of Applicant's business loan at Scotiabank of over $20,000.00;
n investing personal funds in the Applicant's business known as Home Shopping Network or R&L;
g) provision of $5,000.00 held on a fixed deposit to the Applicant for purpose of using as a deposit to secure a loan at the AID Bank;
h) taking over and contributing substantially to the liquidation of the Applicant's debt to AID Bank in the amount of $40,000.00;
i) payment of mortgage installments in amounts ranging from $562.00 to $862.00 monthly from 2003 to 2007 on property of Richard Bellot for the benefit of the Applicant;
j) credit card payments;
k) payment of over $3,000.00 in respect of Social Security contributions owed and not paid by the Applicant;
I) payment of monthly premium of $160.00 in respect of Applicant's life insurance policy at Sagicor used as security for mortgage loan from inception of the refinanced mortgage to October 2007;
m) payment of life $320.00 monthly for life insurance policies for the Respondent and the three children up until bankruptcy of BAICO subsequently to 2007.
n) Payment of loan of $8,000.00 for family vacation.
o) Payment of other small loans for the family;
p) Maintenance of home and family."

[37] But while the respondent's case is.based entirely on financial contributions, that is not the only consideration arising from section 25 of the Act.

(38] In terms of the applicant the consideration of prescriptions of section 26, seriatim, the evidence reveals the following:

(a) gross income from 3 sources of $5,000.00 per month, and there is no evidence of any financial resources the applicant is likely to have in the foreseeable future;

(b) the financial needs extend to the properties of the remainder of the family, including Joie Leatham who is still a minor attending high school;

(c) the standard of living, by definition, would have suffered by virtue of the respondent's departure and loss of her contribution;

(d) the applicant is 54 years old and the respondent is 51; and the marriage lasted some 19 years;

(e) the applicant has not quantified his financial contributions but the evidence is that he cared for the children, in all respects, and the properties by himself since the respondent's departure in May 2007;

(D there is no evidence that the applicant will lose a chance of acquiring any benefit.

(39] As far as the respondent is concerned, the evidence reveals:

(a) the respondent earns US$2832.00 per month from employment at a·bank in the State of Georgia, United States of America, and with prospects of advancement;

(b) the financial needs are confined to living expenses and payment or her home acquired in the Unites States of America;

(c) the respondent's standard of living would not have suffered, based on the evidence;

(d) the respondent is 51 years old and has been in banking for some years;

(e) the respondent has quantified her financial contributions to the acquisition and retention of the properties as being $99,685.00[2], which no longer arises except for the maintenance claimed in respect of the last child of the marriage;

(f) there is no evidence that the respondent will lose a chance of acquiring any benefit.

[40.] The court is guided by the learning in **Rayden on Divorce** that the power to order a transfer of property should not be employed as a punitive measure, but as a means of recognizing the transferee's contribution to the accumulation of the family wealth and assuring so far as just and practicable, his or her living standards.[3]

[41] The respondent is seeking to persuade the court to refuse the applicant's prayer for a transfer of the other two properties to him, relies on the said contributions as well as for the failure of the applicant to engage in dialogue with her and preventing such a dialogue with the children.

[42] As far as the contributions made when the respondent was in the marriage, these must be balanced against what the applicant had to spend for the more than seven years when the respondent lived and worked in the United States of America. This expenditure is not quantified but the evidence shows that despite the eldest child attaining the age of majority the applicant assisted her in her tertiary education plus taking care of the two other minor children. In this context the court accepts the applicant's submission that after the respondent departed in 2007 "he had to sacrifice to take care of the financial and emotional needs of the family whilst the respondent has been able to secure herself financially which includes the purchasing of a house." In this regard the respondent cannot pretend that she was not aware of the import of the cost for the applicant having to care for three young children by himself. And in the face of her contention that he is a poor paymaster.

[43] In so far as the matter of the applicant's actions in preventing a development in dialogue with the children and himself is concerned, this overlooks the human element and time,

[2] This figure excludes amounts for payments of premium in respect of the Applicant's life insurance policy at Sagicor and payment of life insurance policies for the respondent and the 3 children since no period of payment was indicated

[3] 14th ed., vol. 1 @ page 789

having made an *ex parle* departure leaving the applicant with three children to house, school, feed and mother and father them, it must be unreasonable to expect otherwise. And the evidence also reveals the position of the children even now, on her own evidence.

[44] The further point is this, the respondent is a banker in the United States and also worked in banking in Dominica, that she must have been able to set up some financial mechanism whereby the contributions are sent to the National Bank of Dominica and her eldest daughter or the applicant being informed of the deposit. And even if there was no draw down the intendment would have been manifest by such action. Instead, the respondent purchases a home when a rental could have sufficed until family matters were settled in Dominica. And the $99,685.00 which the respondent seeks to use to bolster her case is money spent over the 19 years while the marriage subsisted.

[45] In terms of the matrimonial home, it is one thing to have sole ownership, but it is quite a different proposition to service a mortgage debt in excess of $255,929.97 which is likely to increase when.the non-payments and interest are brought into the equation.

(46] This must be satisfied on a gross monthly income of $5000.00 from 3 sources[4] with no prospect of an increase, at least while the applicant remains in Dominica. But beyond that, it is to be noted that two sources of $1000.00 per month are sales from the shop and sale of produce from the farm. Both of these are uncertain, especially the sale of produce which is subject to weather conditions and demand for such products.

[47) As far as the farm is concerned the respondent seeks to retain her half share based on her substantial contributions and not having received any profit for the last seven years.

[48] Again there is no evidence of any contribution over the last seven years. And in any event the respondent, by implication, has likened the farm to a fixed deposit which just chums out interest without any input. In this regard the court takes judicial notice of the fact that farms are generally labour intensive, even where they are mechanized. Further, in most cases, inputs are required such as seeds and fertilizers are necessary.

Conclusion

[49] It is within the letter and spirit of the Act that no party should be placed in a worst position after the division of matrimonial property. And, as noted before, according to Rayden cm

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[4] See: Applicant's Affidavit in Support of Application for Ancillary Relief, filed on 6th June, 2014 at para. 8

Divorce the court's power to transfer property should not be regarded as a punitive measure.

[50] The objective reality is that the applicant will have sole liability for the mortgage debt at age 54 plus he has to care for the youngest child who is still at school, plus ordinary living expenses. Tilus, it is the conclusion of the court that these obligations will put the applicant in far worse position. As such, the court regards the profits from the farm as a necessary part of the applicant's income.

[51] With respect to the other parcel of land[5] which the applicant seeks to have transferred to his sole name, the position is that it is unencumbered. Thus the question of the applicant being compensated for joint debts which he has to pay is not persuasive, given the reasoning of the court in relation to the farm. Accordingly, the applicant's prayer for this parcel to be transferred to his sole name is denied.

[52)

[53] It is therefore the determination of the court that the applicant is entitled to a property adjustment order only in respect of the property situate at Lisdara Estate, Bellevue Chopin, in the parish of St. Patrick, containing 3.15 acres because:

1. (a) the matrimonial property carries a mortgage debt well in excess of $225,975.00, plus the non-payments and interest which must be paid solely by the applicant;

   (b) the applicant's gross monthly income is $5000.00 out of which the mortgage payments and ordinary living expenses for himself and the minor child of the marriage must be met;

   (c) the income of $1000.00 each from the shop and farm cannot be regarded as a constant, especially the farm, which is subject to weather conditions in the tropics, plus the laws of demand and supply;

[5] Being land situate at Maranatha Square in the parish of St. Patrick, containing 2320 square/feet

(d) the payment of this debt and expenses are likely to put the applicant in a worse position than he was in while married, which offends against both the letter and spirit of the Act;

(e) it is more than likely that, all things being constant, the mortgage payments will continue beyond the applicant's 70th birthday.

2. The respondent must transfer her interest in the 3.15 acres of land situate at Lisdara Estate, Bellevue Chopin, in the parish of St. Patrick, to the applicant within 90 days of the date of this judgment.

[54] The applicant's prayer seeking to have the parcel of land situate at Maranatha Square, in the parish of St. Patrick is denied.

Issue No. 2

Whether the petitioner is entitled to a transfer to him of the shares held in DOMLEC by the respondent?

[55] With respect to this issue, an argument hardly arises since the court is satisfied that the applicant has not adduced any evidence to show his entitlement, by way of an agre ment, contribution or otherwise. For this reason the court accepts the respondent's evidence in this regard, and as such the applicant's prayer is denied.

Issue No. 3

Whether the respondent should be ordered to provide maintenance for the minor child of the marriage?

[56] The respondent has no doubt as to her legal obligation to provide reasonable maintenance for the minor child of the n1arriage. This is substantiated to two statements in affidavits filed on 26th September, 2014 and 31st October, 2014 as follows:

> "3. (vi) The Petitioner has derived income from the property containing farm. I make no demand for a share of this income as I always viewed it as my contribution to the maintenance of our children."

[57] The respondent's Supplementary Affidavit in Reply, filed on 31st October 2014, is seeking to explain her income and expenditure as follows:

> "3. For the past three years I have been sending a minimum of US$120.00 as monetary contribution to my son's maintenance on a monthly basis. This is being sent directly to my son due to the Petitioner's refusal to have any discussion with me. In addition, over the years, I have sent other amounts to my son for special events. I have also been sending clothes and shoes on· a bi-annual basis and also whenever and whatever else my son requests from me. Presently, I am in the process of getting ready to mail my son's bi-annual supply of clothes and shoes.
>
> 4. In view of these contributions in kind, I am asking the court to maintain my monthly cash contribution of US$120.00 or EC$322.56 towards my son's maintenance."

[58) The operative word with respect to maintenance is reasonable, and in this regard the matter of US$120.00 per month comes into sharp focus. But that apart, the applicant did say in cross examination that some items sent by the respondent cost more to clear them than the cost of the items themselves.

[59) The respondent seeks to continue the payment of US$120.00 per month in the face of the following monthly payments and surplus: cell phone- $163.00, lawn care - $80.00, car - $290.00, miscellaneous expenses - $200.00 and net surplus of $602.70. This must be seen in the context of the world's leading economy and children in a third world country where imports rule the day, and Governments generally rely on taxes on imports, to some extent, to pay for public services. It is a matter of priority. And the boast of US$120.00 per month rings hollow since the evidence shows that in some months nothing was sent, including Christmas 2013.[6]

[60) In order to strike a balance it must be pointed out that the applicant does three jobs, in effect: Pastor, shop keeper and farmer.

[61) The point in all of this is that the respondent's late contribution to maintenance is not reasonable as she must be able to modify some of her expenditure or reduce her surplus in order to meet her legal obligation to provide reasonable maintenance.

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[6] See: Exhibit RGL6

[62] The court is therefore unable to grant the respondent's prayer. Instead, the court orders the respondentto make monthly payments of EC$500.00 per month; to be paid in two tranches of EC$3000.00 every six months, commencing 2nd March, 2015 until Joie Josiah Leatham has completes his education.

Issue No. 4

Who is liable in costs?

[63] Given the outcome of the application, there is no order as to costs.

ORDER:

[64] IT IS HEREBY ORDERED AS FOLLOWS:

1. The applicant is entitled to a property adjustment order only in respect of the property situate at Lisdara Estate, Bellevue Chopin, in the parish of St. Patrick, containing 3.15 acres because

   {a) the matrimonial property carries a mortgage debt well in excess of $225,975.00 which must be paid solely by the applicant;

   {b) the applicant's gross monthly income is $5000.00 out of which the mortgage payments and ordinary living expenses for himself and the minor child of the marriage must b.e met;

   (c) the income of $1000.00 each from the shop and farm cannot be regarded as a constant, especially the farm, which is subject to weather conditions in the tropics, plus the laws of demand and supply;

   (d) the payment of this debt and expenses are likely to put the applicant in a worse position than he was in while married, which offends against both the letter and spirit of the Act;

   (e) it is more than likely that, all things being constant, the mortgage payments will continue beyond the applicant's 70th birthday.

2. The respondent must transfer her interest in the 3.15 acres of land situate at Lisdara Estate, Bellevue Chopin, in the parish of St. Patrick, within 90 days from the date of this judgment.
3. The applicant's prayer with respect to the parcel of land situate at Maranatha Square, St. Patrick containing 2,320 square feet, is denied.
4. There is no evidence to support the applicant's prayer for a half share of the DOMLEC shares held by the respondent; and is accordingly denied.
5. The respondent must pay to the applicant maintenance payments of $500.00 per month to be paid in two tranches of EC$3000.00 every six months, commencing 2nd March 2015, until Joie Josiah Leatham has completed his education. These payments must be applied to all aspects of the minor's life.
6. There is no order as to costs given the outcome of this application.
7. Liberty to apply.
8. A penal notice must be attached to this order.

EASTERN CARIBBEAN SUPREME COURT
FIAT JUSTITIA
HIGH COURT OF JUSTICE DOMINICA

Justice Errol L. Thomas
High Court Judge [Ag.]