

IN THE SUPREME COURT OF GRENADA
AND THE WEST INDIES ASSOCIATED STATES
GRENADA

HIGH COURT OF JUSTICE (DIVORCE)

CLAIM NO.GDAHMT 2010/0166

BETWEEN:

JUNIOR FARRAY

Petitioner

and

WENDY ANN FARRAY

Respondent

Appearances:

Mrs. Celia Edwards Q.C and Mr. Deloni Edwards for the Petitioner
Mr. Alban John and Ms. Thandiwe Lyle for the Respondent

2013: November 13
2014: February 5

JUDGMENT

- [1] MOHAMMED, J.: The parties in this matter were married in August 1997 and the marriage broke down some 10 years thereafter, eventually being dissolved by decree absolute in September 2011. The Petitioner's ("the Husband") application is for the Court to divide between the parties, the matrimonial home (excluding the land on which it was constructed) ("the Matrimonial home") and the contiguous lots ("the contiguous lots") both situate at Mirabeau, St. Andrew's; the three lots of land situate at Dunfermline ("the Dunfermline lots") and the property at Clozier ("the Clozier property"). All these properties are in the sole name of the Husband. In the Husband's application he stated he wants the matrimonial home and the contiguous lots but that the Dunfermline lots can be divided as the Court sees fit

between the parties. He did not include in his application the business Farray Trucking and Equipment ("Farray Trucking") and Farray Autoworld ("Farray Autoworld") since he is of the view that they do not form part of the matrimonial assets. However in his closing submissions he submitted that if the Court finds that the Wife is entitled to any share of Farray Trucking, the Court should award no more than 10% of its net value to the Wife and that one or more of the Dunfermline lots should be transferred to the Wife to set off her interest in the matrimonial home. His position on Farray Autoworld remained unchanged.

- [2] The Respondent ("the Wife") is not interested in the Clozier property. Instead, she has requested a one-half share of the matrimonial home (including the land), the contiguous lots, the Dunfermline lots, Farray Trucking and Farray Autoworld. She wants both Farray Trucking and Farray Autoworld to be valued, the equipment to be valued and that she be provided a full account of each business.
- [3] In the Wife's closing submissions, she requested the Court to formally order that the present arrangements for the children of the marriage to continue. While acknowledging that there was no evidence placed before the Court on the monthly maintenance of the children the Wife also requested that the Court order that the Husband pay the sum of \$500.00 to the Wife as maintenance for each child. Unfortunately the Court is unable to accede to the Wife's request on maintenance of the children since the application before the Court was for property adjustment and there was no evidence for the Court to make such an order. To do so would be purely speculative.
- [4] Both parties agreed that the matrimonial home, the contiguous lots and the Dunfermline lots form part of the matrimonial assets. They disagree on the land on which the matrimonial home was constructed, Farray Trucking and Farray Autoworld. The issues which arise for determination from the application before this Court are:

- (a) Does the land on which the matrimonial home was built form part of the matrimonial assets?
- (b) Does Farray Trucking form part of the matrimonial assets?
- (c) Does Farray Autoworld form part of the matrimonial assets?
- (d) What factors must the Court consider in dividing the matrimonial assets?
- (e) Should the Wife be awarded one-half of the matrimonial assets?

Does the land on which the matrimonial home was built form part of the matrimonial assets?

[5] The matrimonial home is situated on a lot of land in Mirabeau which was given to the Husband by his parents in 1996 approximately 1 year before the parties were married. The matrimonial home was constructed on the said lot between 1996 and 1997 financed by a mortgage obtained in the joint names of the parties firstly from Fincor and then from Scotia Bank. The Husband recognizes that the Wife is entitled to an interest in the house but he disputes her entitlement to a share in the land on the basis that he received it as a gift from his parents prior to the marriage. The Wife insists that the lot of land on which the matrimonial home was constructed was given to the Husband by his parents in contemplation of their marriage.

[6] In *Miller v Miller*¹ Lord Nicholls described the manner in which a Court is to treat the matrimonial home as:

“The parties’ matrimonial home, even if this was brought into the marriage at the outset by one of the parties, usually has a central place in any marriage. So it should be treated as matrimonial property for this purpose.”

[7] It was undisputed that the parties constructed the matrimonial home on the said land soon after the marriage and they lived there for a substantial part of the marriage until it broke down. They also raised their children there and they even

¹ [2006]UKHL 24 at para 22

planted tomatoes on the said land. In my view it cannot be purely coincidental that approximately one year before the Husband's marriage to the Wife his parents gave him this lot of land without knowing that the Husband was contemplating marriage to the Wife since both parties did not dispute that they were in a relationship during the time of the gift of the land.

- [8] These elements have persuaded me that the land on which the matrimonial home was constructed forms part of the matrimonial assets since it was given in contemplation of the marriage and it had a central place in the marriage. It therefore forms part of the matrimonial asset. I will address the share each party is to be awarded later.

Does Farray Trucking form part of the matrimonial assets?

- [9] Both parties agreed that the income generated from Farray Trucking were used to pay the mortgage for the matrimonial home and that the Dunfermline lots were acquired by the Husband in consideration for work done for the Government by Farray Trucking where half the payment was cash and the other half were the Dunfermline lots. They also agreed that most of the equipment for Farray Trucking were acquired during the marriage primarily from bank loans taken out jointly by both parties, from the sale of vehicles used in Farray Trucking and from income generated by the Farray Trucking. This was the extent of their consensus on this issue.
- [10] The Wife contended that Farray Trucking was started in 1999 about two years after the marriage and that it was a joint concern between she and the Husband and not the Husband and his father. She acknowledged that the Husband's father had a truck since he was a farmer. She maintained that she made a financial contribution of approximately \$38,000.00 to Farray's Trucking and she was only repaid \$14,000.00. However, under cross-examination she conceded it was not an investment since the sum of \$14,000.00 was repaid to her.

- [11] The Wife also stated that from the inception of Farray Trucking she assisted in administrative functions such as drafting and typing letters, quotations and making deposits of the earnings. She stated that she travelled with the Husband to the United Kingdom where a dump truck and backhoe were purchased for Farray Trucking and they also made periodic trips to Trinidad between 2002-2007 to purchase parts for the backhoe. She insisted that in 2005 the Husband purchased a pick up van using the loan Scotiabank loan facility which he later sold for \$60,000.00 without accounting to her and in 2007 the Husband purchased a trailer truck, lowboy for transporting the excavator and subsequently other equipment.
- [12] The Husband's position is the opposite of the Wife's. He is adamant that Farray Trucking was started with his father long before he was married yet he only registered it as a business in 2000 after he stopped working at Employers Federation. Previously, he worked part-time in the trucking business from 1995 to 2000 while he was in full time employment. He agreed that the Wife accompanied him on the trip to the UK in 2000 where he purchased certain equipment for Farray Trucking but denied that she played any financial or non-financial role. He did not dispute that the Wife travelled to Trinidad but he disagreed that she went to purchase parts for the equipment in Farray Trucking. He insisted that he travelled to Trinidad to purchase the parts. He stated that Farray Trucking owns an unregistered excavator, an unregistered bobcat which is also not working; a backhoe, two trucks, a dump truck and a trailer truck.
- [13] While I accept that the Husband may have worked with his father on a part time basis as a truck driver before the marriage to when he left his full time job and formed the business Farray Trucking. I was not convinced that Farray Trucking was a joint venture with his father whom he admitted under cross-examination was and is still a farmer. His father may have assisted him by allowing him to use his truck in 1995 to do some trucking business and financially in securing loans to acquire certain equipment for Farray Trucking but there was no evidence presented to persuade me that the father played any integral role in Farray

Trucking to support the Husband's contention that it was a business between he and his father.

[14] The evidence presented by both parties on how Farray Trucking operated during the marriage was typical of a small family business where both parties made their respective contributions. Farray Trucking was no different, what was different was the extent of the contribution by each party. It was clear to me that the Husband was the main entrepreneur and driving force behind Farray Trucking especially after he left his full time employ to dedicate all his efforts into his business.

[15] I accept that the Husband made the bulk of the financial and non financial contribution to Farray Trucking. At first he worked part time in the business and after he left his job at Employers Federation he worked full time. He also travelled to purchase vehicles and parts for the vehicles for the business. I do not accept the Wife's evidence that she played any role in the acquisition of vehicles, equipment and parts for them. I accept that her role was limited to the assignment of her salary to Fincor and Scotia Bank to secure loans and to minor administrative functions which she performed.

[16] Based on the evidence, I find that Farray Trucking forms part of the matrimonial assets. I will later deal with the share of Farray Trucking which is to be awarded to the parties.

Does Farray Autoworld form part of the matrimonial assets?

[17] Although the Wife has accepted that Farray Autoworld was started in 2010 after the parties separated but before the dissolution of the marriage, she is of the view that the matrimonial assets of the contiguous lots and the Dunfermline lots were used as collateral to secure loans for Farray Autoworld and as such she is entitled to a share of Farray Autoworld.

[18] The Husband's has not denied that he started Farray Autoworld from the remaining balance of a loan he obtained from RBTT in 2010. According to the commitment letter from RBTT dated 10th March 2010 the collateral used to secure the loan was the land on which the matrimonial home was constructed, the Clozier property and the Dunfermline lots. In my view the Husband was only able to secure the loan in 2010 and use part of the proceeds to start Farray Autoworld because he had the benefit of the matrimonial home and the Dunfermline lots which while, only registered in his name, still formed part of the assets which were acquired during the marriage as a result of the efforts of both parties.

[19] I therefore find that Farray Autoworld forms part of the matrimonial assets.

What factors must the Court consider in dividing the matrimonial assets?

[20] Having found that the matrimonial assets consist of the matrimonial home (including the land on which it was constructed), the contiguous lots, the Dunfermline lots, Farray Trucking and Farray Autoworld. I will now examine the factors which the Court is guided by in dividing the matrimonial assets which are set out under Section 25 of the Matrimonial Causes Act 1973 namely:

- (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.
- (f) The contributions made by each of the parties to the welfare of the family including any contribution made by looking after their home or caring for the family.

- (g) The conduct of each of the parties, if that conduct is such that it would in the opinion of the court be inequitable to disregard it.
- (h) In the case of proceedings for divorce or nullity of marriage, the value to each 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.

[21] The factors at (e), and (h) aforesaid are irrelevant based on the evidence in this matter and will not be considered in the determination of the instant application. I will now consider the evidence in light of the relevant factors.

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

[22] The Wife is still relatively young. She is 37 years old. There was no evidence of her level of education and her present savings. She is presently employed in St. George's but there was no evidence of the employer or her monthly salary. She was employed with CLICO and after at the Grenadian General Insurance Company in a clerical position at both places. While there is a paucity of evidence of her present income and property I afford her a future earning capacity in light of her age and her past working experience.

[23] The Husband is 42 years and presently employed in Farray Trucking and Farray Autoworld. He too has failed to disclose his monthly income but he disclosed that he has loans to repay in the sum of approximately \$513,000.00. In my view, if he was granted loans for such sum it is reasonable to assume that he satisfied the financial institutions that he has the means to service the repayment of the loans. The Husband too is relatively young and stands to continue to earn income generated from Farray Trucking and Farray Autoworld. I there find that he

presently has income, property and potential for a comfortable future earning capacity.

The financial needs, obligations and responsibilities which each of the parties to the marriage has or is likely to have in the foreseeable future.

[24] The Wife needs a place to call home where she will live with her two children. The Husband has continued to reside at the matrimonial home and he has access to a Isuzu pick up van.

[25] Both parties have financial obligations in maintaining the two children of the marriage who at present are ages 11 and 9 years. Apart from the financial obligations to the children, the Husband is also financially committed to repaying the loans in total \$513,000.00. Under cross-examination the Husband admitted that he has remarried and based on the Wife's age it is reasonable that she may enter into new family arrangements in the future.

The standard of living enjoyed by the family before the breakdown of the marriage.

[26] During the marriage the parties enjoyed a lower middle class lifestyle where they were able to afford to travel abroad intermittently and where they were able to access and refinance loans.

The age of each party to the marriage and the duration of the marriage.

[27] As stated previously, the Husband is presently 42 years and the Wife is 37 years old. They were married in 1997 when they were 26 and 21 years old respectively. The Husband filed for divorce after 12 years of marriage and they were divorced in 2011 after 14 years of marriage. I therefore find that this was a medium term marriage.

The contributions made by each of the parties to the welfare of the family including any contribution made by looking after their home or caring for the family.

[28] There was no evidence that the Wife had the assistance of a helper to cook, clean, wash, iron and care for the children during the marriage. Although the Wife worked during the marriage she still found time to do the household chores and care for the children which the Husband acknowledged. While I accept that the Husband continued to still play an active role in the children's lives I find that the Wife bore the greater responsibility for caring for the children during and after the marriage broke down. On the other hand, there was no evidence advanced by the Husband of him performing any household chores during the marriage.

[29] The Wife contended that she started a relationship with the Husband at a very young age of 15 years where both she and the Husband planted a garden on a plot of land situate at Windsor, St. Andrew's which belonged to the Husband's father. She claimed they sold the produce and used the earnings to assist in paying the household expenses and to pay off her father whom she alleged purchased a motor vehicle car for them to use to sell the produce from the land. She stated that the car cost between \$15,000.00 and \$18,000.00 which the Husband eventually repaid to her father.

[30] Under cross-examination, the Husband admitted that he worked his father's land at Windsor, St. Andrew's but denied that the Wife assisted him or that her father purchased any vehicle for them to use. He insisted that he had access to his father's truck which he used to transport the produce. He denied repaying the Wife's father any sum of \$15,000.00-\$18,000.00. Instead it was the Husband's position that the only farming that both the Husband and Wife did was the cultivation of tomatoes on the land where the matrimonial home is situated, after they were married. He did not deny that the Wife had access to motor vehicles.

[31] I accept the Husband's position with respect to the land at Windsor. Under cross-examination the Wife admitted that she did not put any documentary or other evidence to support her contention of the purchase of a vehicle by her father for use by the Husband. She did not call any witnesses who could assist the Court with her version of this evidence. If indeed the Wife's father had taken a loan from the Public Service Co-operative Credit Union to finance the purchase of the said vehicle, surely the records of the Credit Union could have been produced to support her claim. There was also no evidence of how much the Husband paid to the Wife's father to liquidate this debt, how often payments were made, when the sum was eventually repaid, what type of vehicle it was and the registration number. In my view, it was a bit unusual that the Wife's father would have purchased a vehicle for the use by the Wife and the Husband when the Wife was 15 years and did not even possess a driver's license. In the absence of such details I remained unconvinced by the Wife's version.

[32] Both parties worked during the marriage. During the period 1997 to 2005 the Wife was employed with CLICO and thereafter between 2005 to 2007 she was employed with Grenadian General Insurance Company. For the period 1997 to 2000 the Wife's annual salary which varied from \$9,310.00 to \$18,000.00 was assigned to Republic Bank/Fincor and from 2000 to 2005 her annual salary which varied from \$4,041.58 to \$22,453.00 was assigned to Scotia Bank. From 2005 to 2007 while the Wife worked at Grenadian General Insurance at a monthly salary of \$2,655.00 her salary was not assigned to any Bank. According to the Wife, they pooled their salaries to obtain loans from Fincor to construct the matrimonial home and later refinanced their loan with Scotia Bank in 2005 for the purchase of a vehicle, the purchase of the contiguous lots and for improvements on the matrimonial home.

[33] The Wife has contended that when the parties refinanced the loans with Scotia Bank her salary was also assigned to Scotia Bank but the parties agreed to use the income from Farray Trucking to pay the mortgage and to use her salary to pay

the household expenses, the electricity and cable bills, the children's insurance premiums and the food expenses. It was based on this agreement that she withdrew her full salary of approximately \$1,600.00 per month to meet these expenses. She admitted that after she changed jobs in 2005 her salary was no longer assigned to any Bank to service the mortgage but she still continued to use her salary to pay the aforementioned expenses. The Wife also stated that she took loans from the Grenada Co-operative Bank after hurricane Ivan in 2004 to purchase two beds and a music system which were destroyed.

[34] The Husband's position is quite different. The Husband contended that he always paid the mortgage even when the Wife's salary was assigned to the Fincor and Scotia Bank and that he also paid the cable bills a few times and purchased groceries while the Wife only purchased snacks for the children. He said at present he takes care of the children including their school needs. He insisted that he did not know how the Wife spent her salary.

[35] While the Husband has asserted that he was solely financially responsible for all the needs of the family during the marriage he did not set out his sources of income and the average sums he spent monthly to meet the financial needs of the family. I was not persuaded by the Husband's attempt to minimize the financial contribution made by the Wife. I do not accept that the Husband did not know what the Wife was doing with her salary when she withdrew it from the bank. I accept the Wife's version that she used it on household expenses and to pay bills. The Husband may have assisted in paying some of the utility bills periodically but this does not detract from the Wife's financial contribution during the marriage. It is clear that the Husband could not have obtained the loan from Fincor and the refinancing with Scotia Bank without the Wife joining in as a party. This aspect of the Wife contribution cannot be casually dismissed as the Husband has attempted to do.

The conduct of each of the parties, if that conduct is such that it would in the opinion of the court be inequitable to disregard it.

[36] In the Wife's affidavit filed on 26th October 2012 she specially requested that she wanted Farray Trucking and Farray Autoworld to be valued, the equipment to be valued and a full account of the earnings taken. At the time of the hearing of the instant matter in November 2013 the financial information the Husband provided to the Court were as follows: his debts as at 1st October 2012 were to Caribbean Microfinance the sum of \$20,000.00 which was a loan secured for the benefit of Farray Autoworld; a loan with RBTT in the sum of \$180,000.00 which is a mortgage of the Dunfermline lots; and the consolidated refinanced loan with Scotia Bank in the sum of \$ 313,699.00 which is the mortgage of the matrimonial home, the loan for purchase of the contiguous lots and to purchase equipment for Farray Trucking.

[37] The Wife has alleged that Farray Trucking is profitable and that the Husband is diverting money from it for his personal use. The Husband has acknowledged that the business account for Farray Trucking was at First Caribbean International Bank (FCIB) and he had sole access to it and it operates at an overdraft. In support of his position he provided a print out which at best shows a balance in an account at FCIB in the sum of \$11,132.90 as at July 2012. However this information on the status of Farray Trucking does not assist the Court. If I am to believe the Husband that the Wife's income was not used to pay the mortgage and instead the income from Farray Trucking was used to defray the mortgage expenses, other household expenses, the expenses of the children and the repayment of loans then in my view the disclosure of only the remaining balance in the FCIB is wholly inadequate to prove his contention.

[38] It is rather unfortunate that the Husband who made the instant application has disclosed limited information to assist the Court. He has selectively disclosed the information which he feels would persuade the Court that he is in dire need. He

states that the Isuzu pick-up which he presently uses is registered in his father's name but he failed to provide any evidence in support of this assertion. He has failed to disclose his monthly income and expenses, the revenue generated from Farray Trucking and Farray Autoworld and the proceeds of vehicles sold by Farray Trucking.

[39] The Wife on the other hand is not without blame. While her non-disclosure was not on the same scale as the Husband, she too failed to provide the Court with her monthly income and expense which is relevant information to assist the Court in making a reasonable property adjustment order. While there were no orders made by the Court for disclosure the Court cannot condone the course adopted by the parties.

[40] It has been repeatedly said by the Courts in this jurisdiction that parties have an ongoing duty to make full and frank disclosure, particularly in matrimonial matters. Having considered the evidence the Court can only make an award which is based on the evidence before it and draw the necessary inferences by the failure by either party to provide evidence to assist the Court. If any party is therefore not satisfied with the property adjustment award the aggrieved party only has himself /herself to blame.

Should the Wife be awarded one-half of the matrimonial assets?

[41] The Husband has asked that the Court should award no more than 10% of the net value of Farray Trucking to the Wife and that one or more of the Dunfermline lots should be transferred to the Wife to set off her interest in the matrimonial home. However there was no evidence of the value of Farray Trucking and there was no valuation of the Dunfermline lots. Therefore I do not accept this position.

[42] According to the valuation of the matrimonial home dated prepared 20th November 2012 by Barry's Engineering Company Limited the matrimonial home was valued

at \$475,285.00, the land upon which it was constructed was valued at \$152,460.00, the contiguous lots are valued at \$55,517.00 together with a store room valued at \$8,500.00 and external works valued at \$88,750.00. The total value is \$780,512.00. The matrimonial home and the contiguous lots are still mortgaged. There was also no valuation for Farray Autoworld.

[43] The Husband's debts as at 1st October 2012 were to Caribbean Microfinance the sum of \$20,000.00 which was a loan secured for the benefit of Farray Autoworld; a loan with RBTT in the sum of \$180,000.00 which is a mortgage of the Dunfermline lots; and the consolidated refinanced loan with Scotiabank in the sum of \$313,699.00 which is the mortgage of the matrimonial home, the loan for purchase of the contiguous lots and to purchase equipment for the business Farray Trucking which he says it is his business.

[44] The Wife provided a valuation of the equipment in Farray Trucking as at November 2012 as: Kenworth Trailer Truck valued at \$60,000.00; Mitsubishi Fuso truck \$23,500.00; Bobcat 773 valued at \$20,000.00; excavator valued at \$110,000.00 and backhoe valued at \$22,500.00. The total worth is \$236,000.00 and it was not disputed that some of these items were acquired by loans. However the Husband failed to disclose the other assets and liabilities of Farray Trucking, its revenue and to provide an account of the proceeds from the sale of vehicles owned by Farray Trucking during the marriage.

[45] In *White v White*² Lord Nicholls suggested the approach a Court should adopt in the division of matrimonial assets in particularly where the Court is satisfied that it has grounds to depart from the equal division of the matrimonial assets. At paragraph 25 he said:

“Sometimes, having carried out the statutory exercise, the judge's conclusion involves a more or less equal division of the available assets. More often, this is not so. More often, having looked at all the circumstances, the judge's decision means that one party will receive a bigger share than the other.

² [2000]UKHL 54

Before reaching a firm conclusion and making an order along these lines, a judge will always be well advised to check his tentative views against the yardstick of equality of division. As a general guide, equality should be departed from only if, and to the extent that, there is good reason for doing so, the need to consider and articulate reasons for departing from equality would help the parties and the court to focus upon the need to ensure the absence of discrimination".³(Emphasis mine)

[46] I have not been persuaded by the Wife that she is entitled to one-half of all the matrimonial assets which consists of the matrimonial home, including the land upon which it was constructed, the contiguous lots, the Dunfermline lots, Farray Trucking and Farray Autoworld. While I accept that the way the parties organized their financial affairs reflected a pooling of their resources to obtain loans, in my assessment of the evidence, the Husband's non-financial contribution with respect to Farray Trucking and Farray Autoworld was far more significant than the Wife's non-financial contribution. The Husband worked full time in Farray Trucking and Farray Autoworld. It was based on his business skill and efforts that both businesses have continued. Farray Trucking repaid the mortgage for the matrimonial home and based on work done by Farray Trucking the Dunfermline lots were acquired.

[47] The Court acknowledges that the Husband has the benefit of continuing to reside in the matrimonial home and it is not unreasonable to assume that the Wife needs funds which would assist her in eventually acquiring her own home. However, due to the paucity of evidence by the Wife, the Court is unable to fully determine her needs since there was no evidence of her income and expenses.

[48] I therefore award the Wife 20% net value of the matrimonial home and 20% of the net value of the contiguous lots. I also order that the Dunfermline lots be valued and award 20% of the net value of the Dumferline lots to the Wife. I order Farray Trucking and Farray Autoworld to be valued and I order the Husband to provide

³ Paragraph 25

the Wife a full account of both businesses. I award the Wife 20% of the net value of Farray Trucking and Farray Autoworld.

Order

- [49] The Husband is to pay the Wife 20% of the net value of the matrimonial home and 20% of the net value of the contiguous lots.
- [50] The Dunfermline lots are to be valued within 21 days from the date of this order and the Husband is to bear the full costs of the valuation.
- [51] The Husband is to pay the Wife 20% of the net value of the Dumferline lots.
- [52] Farray Trucking and Farray Autoworld are to be valued within 21 days from the date of this order and the Husband is to bear the full costs of the valuation.
- [53] The Husband to provide the Wife a full account of both Farray Trucking and Farray Autoworld within 21 days from the date of this order.
- [54] I award the Wife 20% of the net value of Farray Trucking and Farray Autoworld.
- [55] Each party will bear his/her own costs in this action.
- [56] Liberty to apply.

Margaret Y. Mohammed
High Court Judge