

THE EASTERN CARIBBEAN SUPREME COURT

IN THE HIGH COURT OF JUSTICE

SAINT VINCENT AND THE GRENADINES

HIGH COURT CLAIM NO.: 470 OF 2001

BETWEEN:

ARIANE KARJALAINEN

Petitioner

V

LEO VAN BLADEL

Respondent

Appearances:

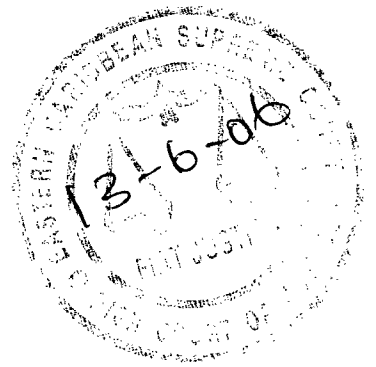
Mr. O. Dennie for Petitioner

Mr. S.E. Commissiong for Respondent

13th June 2006:

DECISION

- [1] The parties to this petition were divorced in 2002. The ancillary relief proceedings were concluded at the High Court in December 2004. The Petitioner's appeal was dismissed on 11th October 2005.
- [2] The Respondent now applies to the High Court. He says that there were two items with which the Court did not deal on the application for ancillary relief. These are:
- i) a claim for the return of personal items belonging to the Respondent and;
 - ii) the question of interest on the award made to the husband or alternatively rent to be paid by the Petitioner on the occupation of the matrimonial home.
- [3] The Respondent makes the present application on the principle laid down in Tak Ming Co Ltd v Yee Sang Metal Supplies Co. These omissions he says are slips which the Court can correct as they were not adjudicated upon.



[4] A review of the proceedings in this matter is revealing. It was the Respondent who applied for ancillary relief. He sought maintenance for himself and a property adjustment order. In his affidavit in support filed on 23rd May 2002 at paragraph 5 he swore that he had offered to sell his interest in the matrimonial home to the Petitioner for \$120,000 U.S. He also sought the return of his personal belonging in the house. He wished the Court to order the home sold so he could be paid his \$120,000 equity. He filed a further affidavit on 20th June 2002. He repeated that "the agreed and settled position is that the Petitioner and [the Respondent] were entitled to equal shares in the property and the furnishings and fittings therein" At paragraph 8 he says the home was bought for \$225,000 U.S. and \$30,000 was paid for the furnishing and fittings. It was against this backdrop that the parties entered a consent order before Alleyne J., as he then was on 28th June 2002. The operative part of the order reads:

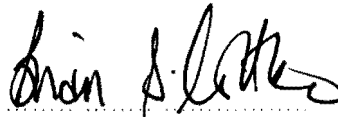
- "1. That the Petitioner shall pay to the Respondent the agreed sum of US\$40,690.00 on or before the 19th July 2002. In the event that the Petitioner obtains a sale of the matrimonial home the purchase price shall be paid into Court and the sum of US\$81,810.00 shall be retained by the Court pending the determination of the issues in dispute between the parties as defined in their respective affidavits relevant to the debt allegedly owed by the Respondent to the Petitioner.
2. That that sum of money shall not be paid out to either party without the sanction of an order of the Court."

[5] Thus the only issue left for determination was that relevant to the debt allegedly owed by the Respondent to the Petitioner. That remaining issue was dealt with in the judgment I gave in December 2004 which was upheld on appeal.

[6] It is thus not correct for the Respondent to suggest that the issue of the personal property has not been dealt with. Clearly he considered himself adequately compensated by a payment of approximately \$120,000 U.S. for his share of the matrimonial home, its furnishing and fittings. It is worthy to note that at the hearing before me I required the parties to reduce their submissions to writing. Those submissions were directed entirely to the issue which remained unresolved. They dealt with the question of the debts allegedly

owed by the Respondent to the Petitioner. No question was raised of any other outstanding issue after the consent order before Alleyne J.

- [7] For the reasons I have stated I decline to grant this new application by the Respondent. There was no slip or omission which must now be addressed. The parties agreed on all matters in dispute between them save that of the alleged debts. That last issue having been decided, this matter is at an end. I must award the Petitioner her costs on this application. I assess those costs at \$1,400.00. I order the Respondent/Applicant to pay this amount to the Petitioner

A handwritten signature in black ink, appearing to read "Brian S. Cottle", written over a horizontal dotted line.

Brian S. Cottle
MASTER