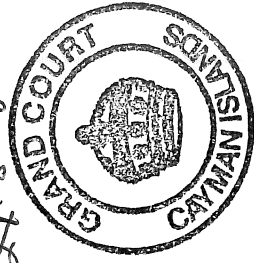


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**IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN**

CAUSE NO. D 13/95

BETWEEN: Gerrimae Gould PETITIONER

AND: Locksley Gould RESPONDENT

**For the Petitioner - Ms. Sheridan Brooks
For the Respondent - Ms. Eileen Nervik**

BEFORE HARRE CJ

JUDGMENT

19 The parties were married on the 25th August 1982 and at that time Mrs. Gould was
 20 the mother of a young son. The Respondent is not his father. That child was raised in
 21 the family and after the marriage a daughter, Trisha was born to the parties. It is a
 22 curious feature of this case that the elder child of the marriage, although over 18, still
 23 lives in the former matrimonial home with the Respondent who claims that he has no
 24 option but to maintain him in the amount of \$50 per month which he says is the cost
 25 of his use of utilities. I find the argument that the Respondent in some way be
 26 excused from providing maintenance on a regular basis to the Petitioner for the minor
 27 child of the marriage because of the situation relating to the older child to be specious
 28 and I reject it. The Respondent has said that the elder child is not a congenial resident
 29 in the house and there is clearly an issue and some animosity between the parties in
 30 relation to the conditions under which he lives there. I disregard any contribution
 31 which the Respondent makes in respect of this young man. If his opinions are

1 genuinely those expressed in his evidence he must take the appropriate steps to have
2 him vacate the premises.

3

4 The petition was filed on 31st January 1995.

5 I find that the matrimonial property for distribution is as follows -

6

- 7 a. The former matrimonial home at West Bay North West Block 1d, Parcel
8 251 which is registered in the sole name of the Respondent and was valued
9 at CI\$175,000 by Mr. Alistair Patterson on 26th July 1996. There is a loan
10 outstanding on the property.
- 11
- 12 b. A partially completed home at Bodden Town Block 43d, Parcel 104 which
13 is registered in the joint names of the Petitioner and her mother.
- 14
- 15 c. A Toyota 30 seater Coaster, on which I accept a value of CI\$40,000
16 registered in the sole name of the Petitioner which is subject to a joint loan
17 of the parties with Cayman National Bank.
- 18
- 19 d. One Toyota 15 seater van valued at approximately CI\$12,000 and
20 registered in the sole name of the Respondent.
- 21
- 22 e. One Mercedes Benz registered in the sole name of the Respondent.
- 23
- 24 f. Undeveloped property at West Bay Northwest Block 1d Parcel 60

1 registered in the sole name of the Respondent. On this he took out
2 a loan of \$63,876.31 from the Credit Union and claims that there
3 is no equity in the property.

4
5 g. A rental business for Taxi radios.

6
7 h. Savings accounts of each of the parties at the Credit Union.

8
9 i. Respondent's savings accounts at the CIBC Bank.

10
11 j. Two savings accounts of the Respondent at Barclays Bank.

12
13 The first issue for determination is the extent of the Petitioner's interest in the he
14 matrimonial home. The Respondent claims that the major share in the work of
15 extending and improving the home was his and although I am not impressed overall
16 with his conduct in this matter I accept his evidence on this. He does now accept that
17 his wife made some contribution and I assess this as one-third. I take the value of the
18 house at \$150,000 and the value of the Respondent's share as 2/rd of that, less any
19 amount outstanding on any loan secured by it. Any refinancing of loans on the
20 security of the home since the breakdown of the marriage was for the benefit of the
21 Respondent, albeit, in the case of the van as a means of earning income.

22
23 The property at Bodden Town Block 43 d Parcel 104 is half owned by the Petitioner.

24 The Respondent's figure of \$18,000 for work he did on this is unsupported by any

1 evidence other than his own assertion. The Petitioner acknowledges that he did some
2 work but says that it was on a charitable basis, in company with brethren of the
3 Church. I make no allowance for that work.

4

5 The Respondent's evidence as to his income is not credible. In his affidavit dated
6 30th August 1996 he indicated expenses of \$4,292.91 per month and that must be
7 added a further \$1,500 payment on the loan on the West Bay property which he since
8 acquired. He claims to be fully paid up on all his loans. The Petitioner acknowledges
9 that she has an income of \$5,400 from her work as a taxi operator. I conclude that for
10 the Respondent to be able to sustain the expenditure which he claims without running
11 into default on his debts his income must be substantially the same. I so find. Both
12 parties have substantial expenses. In particular, the Petitioner must pay off the loan
13 on the 30 seater bus and allow for depreciation and must also pay for a helper while
14 she is working. The Respondent must pay for the upkeep of the matrimonial home
15 and service his loans.

16

17 The Respondent offers \$100 per week for the maintenance of Trisha. His past record
18 in this regard has been deplorable. In the light of this I shall arrive at an order which
19 does not involve any further obligation to pay maintenance for Trisha but which
20 includes an adjustment for the three year period from July 1995 at the rate of \$100 per
21 week, less the payments already made, which amount to only \$175. That amount is
22 \$15,425.

23

24 I have made the following calculations -

1/3rd of estimated rent collected by Respondent to August 1998 16,800.00

Allowance for maintenance for child @ C1\$100.00 per week

July, 1995 - July, 1998

Total weeks = 156 @ C1\$100.00 per week 15,600.00

Minus maintenance paid 175.00

C1\$32,225.00

Purchase of Respondent's share of the former matrimonial home

2/3rds of C1\$150,000.00 = C1\$100,000.00

Minus allowance to be made for Petitioner 32,225.00

Total payable to Respondent C1\$67,775.00

On that basis the Petitioner will be relieved of the obligation to pay rent. She will also receive an additional income from the rental of the rooms in the former matrimonial home. She may, if she wishes, allow her son to stay there. She may thus be able to raise a loan on the security of the property. I cannot be sure, and with that particularly in mind there will be liberty to apply.

So the order is as follows- -

(a) That the parties have joint custody of the child, Trisha Gould with the day to day care and control being vested in the Petitioner. The Respondent is to have reasonable access to the said child such access to be agreed between the parties but in the event that there is no agreement regarding the access then the matter is to be brought back before this Honourable Court.

- (b) That the Respondent is to pay no maintenance to the Petitioner for the child of the marriage nor for herself in view of the contents of paragraph (d).
- (c) That each of the parties are to pay 1/2 of the medical, dental, optical and educational expenses in relation to the child until she shall reach the age of 16 or complete full time education whichever is the later.
- (d) That the Respondent is to transfer the title to the former matrimonial home which is located at Registration Section: West Bay North West Block 1D Parcel 251 to the Petitioner, absolutely, on payment of \$67,775. The Petitioner may deduct from the said sum the amount of any loan secured on the property on either assuming responsibility for the loan or repaying it.
- (e) That the Respondent is to retain title to the property located at Registration Section: West Bay North West Block 1D Parcel 60 in his sole name.
- (f) That each of the parties are to retain title and possession of any other property which they may have in their possession or control and assume all obligations in relation thereto.
- (g) Liberty to apply.

G.E. Harre

22 21st August 1998

G.E. Harre
Judge

