

23.1.98
G/T
family law - divorce
settlement

IN CHAMBERS

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN
CAUSE NO. D 12/97



BETWEEN: JANA RENEE RALEY PETITIONER
AND: ROBERT MILTON RALEY RESPONDENT

For the petitioner: Mrs. K. Thompson
For the respondent: Mrs. E. Nervik

BEFORE DOUGLAS J.

R U L I N G

This is an application under paragraphs 3 of the summons dated 2nd July 1997 seeking an order pursuant to Section 21 of the Matrimonial Causes Law for the final determination of the ancillary matters.

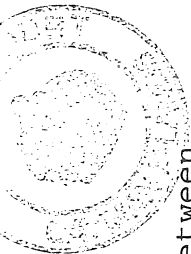
Issues relating to custody, care and control (paragraph 1) and maintenance of the child (paragraph 2) have already been determined. By paragraph 3 the petitioner now seeks such further and or other relief as the court deems fit. The relief specified is the making of a lump sum payment by the respondent.

This application is based on two grounds. Firstly that the petitioner

has not sought a periodic payment for herself. Secondly, the parties at the time of their marriage received a gift of a parcel of land in the State of Delaware, USA where they are both from. Strictly speaking it was in fact shares in a company which owned the land, and which was valued between US\$30,000 to US\$40,000. The Petitioner's share was slightly less than half, to wit 45%, the Respondent 50% and the respondent's father 5%. In her affidavit dated 9th January, 1998 the Petitioner deponed that in a recent conversation with the Respondent she was told that the land was being held in trust for the child of the marriage, but she has never received an explanation or details regarding the disposition of the property to Bartrust to which it was transferred and which, she believes is beneficially owned by the Respondent's family.

In his affidavit the Respondent does not deny that the land was owned by them in partnership, but avers that the partnership no longer exists as the land was sold to Bartrust. He claims that the Petitioner is well aware of what happened to the property since she was the person who took care of administrating all the bills, and the property was sold because she did not pay the required bills and taxes on the property. Exhibited to his affidavit is a copy of a Deed made on the 29th August 1995 in relation to the transfer of the said property.

The evidence before me shows that some 2 1/2 years ago the partnership was dissolved and the land sold or transferred to an entity by the name of Bartrust. At that time the marriage had already shown real



signs of breaking down irretrievably. That the relationship between the parties became more and more sporadic and ceased completely six years ago. The Respondent does not deny this.

As I have already stated, it is quite obvious that at the time when the land was disposed of, the relationship between the parties had already broken down. I feel constrained to believe that this was the true reason for the disposition of the only matrimonial asset, an act directed at removing this asset beyond the reach of the Petitioner should she file for divorce, particularly within the State of Delaware where, no doubt, her share in the partnership would have been extremely beneficial to her.

I am inclined to believe what the Respondent is alleged to have told the Petitioner, that the land is being held in trust for the child of the family. I am prompted to come to the conclusion by the Respondent's obvious love and affection for the child, his lawful son. In his affidavit he avers that he is prepared to the best of his ability to do everything possible for the child of the marriage. He continues, I quote, "Shane is a wonderful little boy, and I am very concerned that he remains a wonderful little boy and that he grows up to be a well-balanced young man with excellent standards and morals."

In view of the foregoing I do not believe for one instant that the land was sold because the Petitioner failed to pay the debts. She was, and is entitled to a share in the matrimonial property, or the proceeds thereof. This Court neither has, nor claims to have jurisdiction over

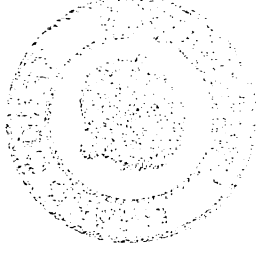
the land outwith the jurisdiction. However it does have power under Section 21 of the Matrimonial Causes law to make an order for the making of financial provision from the property, of either spouse for the benefit of the other spouse.

In this matter the Respondent has clearly disposed of the matrimonial asset in an attempt to deny the Petitioner obtaining any benefit thereof. I am of the opinion that the Respondent is legally and morally bound to share any proceeds or benefit from the matrimonial property with the Petitioner. I have no doubt that notwithstanding his claims of relative impecuniosity he will have little trouble availing himself of the amount of \$10,000 for a lump sum payment to the Petitioner, which accordingly, is now so ordered.

Costs to the petitioner to be agreed or taxed.



Kipling Douglas
Judge of the Grand Court



23rd January 1998