

**BARBADOS**

**IN THE SUPREME COURT OF JUDICATURE**

**HIGH COURT**

**Family Court**

**Suit No. 166 of 2004**

**BETWEEN:**

**ALEX THEODORE TASKER**

**APPLICANT/HUSBAND**

**AND**

**DIANA MAXCINE TASKER**

**RESPONDENT/WIFE**

**Before the Honourable Madam Justice Jacqueline Cornelius, Judge of  
the High Court.**

**2006: April 26  
October 11, 12**

**2009: October 21  
November 06**

**2012: September 21**

**2014: June 10**

Appearances:

**Ms. Margot Greene Q.C., Attorney-at-law for the Applicant/Husband**

**Mr. Tennyson Vaughn, Attorney-at-law for the Respondent/Wife**

**JUDGMENT**

**INTRODUCTION**

[1] Diana and Alex Tasker are both relatively young. Diana is 42 years old; Alex is 46. They were both married previously and, sadly, this

marriage was to be as ill-fated as their former and they separated in September 1999 and divorced on September 5, 2005. The couple had no children together but the young minor children of Mrs. Tasker's first marriage, Chyna and Chad, lived with them and were part of their household. During the course of their marriage to each other, the couple acquired a parcel of land at Lot 98, Prior Park Gardens in the parish of Saint James as joint tenants. It is their respective interests in this land that are now in dispute. Mrs. Tasker has asked the Court to grant her a 50% share in the property. Mr. Tasker is only prepared to accept her entitlement to a share no greater than 10%.

### **THE PARTIES' FINANCIAL CIRCUMSTANCES**

- [2] Neither party disputes that the sole matrimonial property of their marriage is the land at Prior Park, St James. This land was jointly purchased by the parties sometime in 1997 for the sum of \$75,000.00.
- [3] At the time of its acquisition and, indeed, largely throughout the marriage, it is accepted that Mr. Tasker was employed as the Director of Distribution and Service at Courts (Barbados) Limited, one of main furniture and household appliances stores on the Island, and earned in that position \$7,500.00 per month before tax. As additional perks, he

received an entertainment allowance of \$650.00 monthly and an overseas travel allowance of \$3,000 per year. His telephone, electricity and water bills were paid by the company and he also had a car at the company's expense. Additionally, his employer allowed him to furnish his home from Courts, the appliances and furniture being on loan during his employment. Mr. Tasker and Courts (Barbados) Limited eventually parted company in 2003 and after a short period of self employment, he has, since 2006, been working with Digicel Barbados Limited.

[4] On the other hand, Mrs. Tasker was employed by the regional airline BWIA at the beginning of the marriage at a far lower salary of \$2,019.00 per month. She was made redundant in 1997 and then rehired at the slightly higher salary of \$2,793.63, after having received a redundancy payment of \$37,000.00. Apart from benefits on the cost of foreign travel, her job had no other significant perks. It is fair to say that Mr. Tasker earned by far the lion's share of the couple's monthly income.

[5] It is also accepted that despite the fact that Mrs. Tasker had obtained a court order for the maintenance of Chyna and Chad from their biological father, this Order was not honoured and enforcement of the

Order was not pursued. Mr. Tasker assumed the financial responsibility for the children during the marriage. He paid for their school fees at a private school, as well as for their karate, ballet and swimming lessons, and he also took them with him on holiday to Guyana. Mr. Tasker also paid the rent on the matrimonial home during the course of the marriage.

- [6] The Court must now determine how the matrimonial property should be divided, given that this was a relatively short marriage with no children and with one party earning and contributing significantly more than the other in financial terms.

### **THE MATRIMONIAL ASSETS**

- [7] The first issue for the determination of the Court is the identification of the matrimonial assets of the parties. There is no difficulty here. As the Court pointed out above, the only matrimonial asset is the land situate at Prior Park in Saint James.
- [8] By a Valuation Report dated December 2, 2009, this property has been valued at \$240, 350.00 and this valuation has been accepted by both parties.

- [9] It is also undisputed that the property is subject to a mortgage with the Royal Bank of Canada, the payments of which are currently in arrears. The amount due on the mortgage as at October 26, 2009 was \$150,282.19, with interest continuing to accrue at \$20.00 per diem.
- [10] The Court notes that the land taxes for the land are also in arrears as the parties had ceased to pay the same. In September 2009 the arrears owed to the Commissioner of Land Tax in relation to this property was \$13,860.95.

#### **THE CONTRIBUTIONS OF THE PARTIES**

- [11] Following the approach in the Barbadian case of *Proverbs v. Proverbs (unreported) Barbados Court of Appeal, Civil Appeal No 7 of 2001, Decision of May 28, 2002* and the Australian decision of *Ferraro v. Ferraro (1993) FLC 92-335*, I now turn to look to the actual contributions made by of each of the parties to the matrimonial property as required by **section 57(3) of the Family Law Act, Cap 214 of the Laws of Barbados**.
- [12] **Section 57(3) of the Family Law Act** provides as follows:

“In considering what order should be made under this section the court shall take into account the following:”

- (a) the financial contribution made directly or indirectly by or on behalf of a party to the acquisition, conservation or improvement or otherwise in relation to the property;
- (b) the contribution made directly or indirectly to the acquisition conservation or improvement of the property by either party including any contribution made in the capacity as homemaker or parent ...”

[13] In terms of the acquisition of the land at Prior Park, Mr. Tasker has given evidence that the money used to pay the deposit for the same came from funds held in a joint account fed by the salaries of both parties. He testified that Mrs. Tasker withdrew her salary from this account after a year because she wished to have her monies for her own use.

[14] He also gave evidence that the monthly payments for the land also came from the checking account into which his salary was paid. He admitted that he paid for the land together with Mrs. Tasker from 1997-1998, but testified that thereafter the payments were solely made by him until 2003, when he stopped paying the monthly installments as it became too “*burdensome*”.

[15] Mrs. Tasker provided much more detailed evidence. She says that she was the one who in 1997 located the land in the classified advertisements of one of the local newspapers, and that she and her

husband agreed to open an account and to each put into it an equal amount towards the deposit sum of \$7,500.00. She says that she deposited \$10,000.00 and Mr. Tasker not only deposited nothing but, in fact, withdrew all the funds to cover an overdraft he had in another personal account. She was then required to come up with additional funds to pay the 10% deposit on the purchase price.

- [16] This came about, she says, because although Mr. Tasker earned \$7,000 a month, he was a spendthrift in that he “*shops, shops and shops*” without regard for their financial obligations. As examples, she claimed that at one time he owned four watches and also once paid \$180.00 for a single tie. Mrs. Tasker alleged that it was because of this behavior that the parties were unable to save; their constant financial problems were due to his profligate lifestyle and penchant for expensive trifles. As a result, she says, he owed money here and abroad on various credit cards. This has, of course, been firmly denied by Mr. Tasker, who rejects entirely Mrs. Tasker’s allegations that the couple had a cash flow problem and that he liked to purchase expensive things. In fact, during his re-examination he alleged that it was not he but Mrs. Tasker who liked to shop and enjoyed spending money on expensive products.

[17] On cross-examination, Mrs. Tasker gave evidence that after the parties were married, their debts were consolidated by the Royal Bank of Canada into one loan, for which the monthly payment was \$1,200.00. This consolidation was, she says, for four credit cards for Mr. Tasker and only one for her. Mr. Tasker has neither denied the existence of debt arising from use of credit cards nor has he denied the consolidation of their respective debts.

[18] Later in the marriage when she was made redundant from BWIA and received her payout, Mrs. Tasker says that two accounts were set up, a savings account and a checking account, into which both salaries were paid for their household operating expenses. Payments for the mortgage and the consolidation loan were also taken from that account. Mrs. Tasker admits that her salary was paid into the checking account only until 1998, after which Mr. Tasker alone continued to pay the monthly mortgage payment on the land, an expense he continued to pay alone until 2004, the year before the parties divorced.

[19] With regard to the deposit, Mrs. Tasker claims that after Mr. Tasker spent the money in the joint account which they were saving for the land, the money from her redundancy payment, which was paid into

the account, supplied the deposit for the land and Mr. Tasker contributed nothing to the deposit. She does, however, admit that he paid for the monthly expenses but says that it was an agreement between them that because of their cash flow problems, she would not put her money in to the account but place it in another account in her name at CCB, which was not accessible to Mr. Tasker and from which household expenses were to be paid.

[20] While I am not satisfied with the evidence of Mrs. Tasker as to Mr. Tasker's financial profligacy, I am satisfied from the evidence that Mrs. Tasker contributed significantly towards the deposit on the purchase of the land.

[21] It is clear that at the time of the purchase she had received approximately \$35,000.00 in redundancy monies which she paid into the account from which the deposit was taken. Mr. Tasker does not deny this. The evidence is not clear, however, on what happened to the remainder of this sum after the deposit had been paid.

[22] Although Mrs. Tasker is a difficult witness, petulant and prone to fits of weeping when challenged on cross-examination, I believe that she provided the money for the deposit after Mr. Tasker used the monies in the account. As her counsel said, her redundancy payment was the

only money around at that time. Mrs. Tasker has given detailed evidence of the circumstances around the payment of the deposit, while Mr. Tasker, in contrast, rather glossed over these events in his evidence.

[23] That is not however the end of the story. The situation is rather different when it comes to the continuing payment for the land and the household living expenses. Mrs. Tasker says that her salary paid for the living expenses, but the evidence shows, and she admits on cross-examination, that the only living expense towards which her salary was used was the food, since Mr. Tasker's salary covered not only almost all the children's expenses but rent for the matrimonial home and payment of some utilities as well as the provision of furniture and appliances which they would otherwise have bought. I accept that Mr. Tasker covered by far the greater share of the household running expenses.

[24] With regard to the monthly mortgage payments, it is incontrovertible that Mr. Tasker has paid the majority of the monthly payments towards the mortgage on the property. Mrs. Tasker herself gave evidence that she contributed to the joint account from which the mortgage was paid only from 1997 when the land was bought until

1998, about one year. Mrs. Tasker says that it was a joint decision to withdraw her salary, but it seems rather strange that the account she subsequently opened was, in her evidence, in her name only, and one to which Mr. Tasker had no access. This I believe contradicts any indication of mutuality in this decision. It appears that Mrs. Tasker decided to channel her funds into her own enterprises.

[25] Mr. Tasker's greater contribution is also seen in relation to the car which Mrs. Tasker drove. Since it has been sold, under our legislation, it is not an item of matrimonial property but the story of the car shows, I think, a great deal about how these parties arranged their financial affairs.

[26] Mrs. Tasker gave evidence under cross-examination that she bought a car, one Mazda 323, sometime in 1994 or 1995 prior to the marriage. In 1997, during the marriage, she sold that car and purchased a Mazda Lantis for the sum of \$50,000.00. It was, she says, an upgrade. The car was bought through a loan from Consolidated Finance which she repaid by monthly installments of about \$2,000.00 per month. She asserts that Mr. Tasker "*helped out*" with this purchase.

[27] What was the nature of this help? On cross-examination it was revealed that the car debt was consolidated when the account with

Royal Bank of Canada was opened in 1997, a loan that was subsequently repaid solely by Mr. Tasker, who, it should be remembered, had a company vehicle of his own. Thus, Mrs. Tasker, by her own admission, did not assume responsibility for the car debt for very long. However, when Mrs. Tasker sold this Mazda Lantis in 2006, she kept the entire proceeds of \$6000.00 and used it to purchase a new car for herself. Accordingly, between August 1997 and September 2001, Mrs. Tasker drove a car that while exclusively for her own use was almost entirely paid for by her husband. This was so even though the parties separated in 1999.

[28] All of the evidence before me indicates that Mr. Tasker was a generous husband and that his income allowed the couple to live in a style which Mrs. Tasker could certainly not have afforded on her own, especially with the care of two minor children. Far from being a spendthrift as she deposed, it appears that any financial difficulties came about because of an inordinately heavy burden he willingly assumed upon his shoulders and bore throughout his marriage to her.

[29] Accordingly, in light of the evidence and my findings above, I am satisfied that Mrs. Tasker's actual financial contribution is limited to the deposit of \$7,500.00 and one-year's half payment of the mortgage,

which was \$1,200.00 per month according to her own evidence. Her direct financial contribution in relation to those two is therefore \$19,500.00. I also accept that her salary of \$2,500.00 was used to contribute towards the household expenses, as I accept Mr. Tasker's evidence to that fact.

[30] With respect to her indirect financial contribution, no evidence has been led in relation to her provision of domestic services under the "*homemaker provision*" in **section 57 (3)(b)**, although Mr. Vaughan urged the court in his address to find that she had acted as homemaker. He did not provide any further elaboration and Counsel for Mr. Tasker, Ms. Greene, objected on the grounds that there was no evidence on which the Court could make such a finding.

[31] It is true that the homemaker factor is often bandied about lightly by counsel, implying that the regular round of cooking, cleaning and washing that every individual must do or make provision for suffices to constitute a contribution in this regard. What precisely though is the evidence that the Court is looking for to satisfy a "*contribution made in the capacity of homemaker or parent*"?

[32] First of all, such contribution may be both a direct financial contribution and an indirect non-financial contribution. Where it is an

indirect non-financial contribution, its valuation “*must be of necessity a matter of judgement and not of computation*”: ***In the Marriage of Garrett [1984] F.L.C 91-539 at 79-372.***

[33] Secondly, it is clear that the contribution must be to the *property*, and not to the *family*. However, this apparently rigid approach has really not been followed in Barbados nor for that matter in Australia with respect to their old (pre 1983) **section 79(4)**, which is *in pari materia* with our **section 57**.

[34] The Australian **section 79(4)** was expanded by the addition of **section(c)** in 1983 to include the more wide-ranging “*contribution by a homemaker or parent to the welfare of the family.*” However, even before that amendment the Australian Court had adopted a broad approach to the valuation of domestic services for the purposes of contribution so that to the extent that the wife or, in some rare instances, the husband performed the normal duties of a “*homemaker*” by, for example, keeping the house clean and tidy and in good repair, or performed the duties of a “*parent*” by caring for the children and spouse, she or he would be regarded as directly contributing to the acquisition, conservation and improvement of property under **section 57 (3)(b)**.

- [35] The wife's contribution would also be an indirect contribution to the husband's direct financial contribution to the matrimonial property if she was what is now being commonly known as a 'stay at home mom' (*In the Marriage of Rolfe* (1977) 34 FLR 518), as in such circumstances she freed the husband up to earn income with which to purchase the property or pay the mortgage or run the business.
- [36] The decision of the Barbadian Court of Appeal in *Proverbs v. Proverbs* (*supra*) is in line with this broader approach. In that case the Court refers (at paragraph 61) to the wife's contribution "*to the home and to the family*", using wording that is not actually found in the Barbadian Act but which appears to echo the concept of "*the welfare of the family*" in the new Australian Act.
- [37] In *Proverbs*, the Court, after quoting *Evatt CJ* in *Rolf v Rolf* (1979) FLC 90-629, held at para 61 that the wife had "*made a contribution to the home and family and the Act clearly intends that her contribution should be recognised not in a token but in a substantial way*". The Court went on to note at para 63 that the wife in *Proverbs* was not exclusively a homemaker, but "*a working wife whose small salary went towards the household expenses and a step-mother who assisted in the rearing and the transportation of the children*". The

Court indicated that it was “[f]ully conscious that [it] must not undervalue the homemaker role”.

[38] The Court in *Proverbs* accepted that the assistance of the Wife by way of the rearing and ferrying of the step-children to and fro amounted to an “important contribution during the short duration of the marriage”. The Court does link this to her contribution in terms of paying the household expenses (paragraphs 60 and 63), but this must be at least an indirect financial contribution (although it may be a direct financial contribution as it is not specified in the judgement what those expenses were) and not domestic services in the capacity of homemaker or parent.

[39] The case of *In the Marriage of Rolfe (supra)* is authority for the proposition that where a spouse earns little or no income during the marriage by working outside of the home, but focuses her talents and energy on the care of the children, her spouse and their home, thus granting to the other spouse the ability to earn income, her contribution to the matrimonial assets is both a direct and indirect contribution which should be valued in a substantial way.

[40] It may then be supposed, that the contribution of a full-time working wife, in the absence of evidence to the contrary (that is evidence of an

inordinate or disproportionate level of household duties being assumed by her) must be considered to have less than that “*substantial*” contribution spoken of in *Rolfe*, especially if she did not assume the greater burden of caring for the children of the marriage as in *Proverbs*.

[41] This is especially true in short marriages where the court is required to examine the respective contributions with more rigour than in unions of greater length. In fact in *Bushby v Bushby (1988) FLC 91-919 Baker J* makes it clear that in a short marriage where there are no dependent children involved, such as the marriage of these parties, the primary issue is the actual financial contribution of each of the parties. Thus, he held that where the income (and thus contribution) of the husband “*substantially exceeded that of the wife*” it would be a “*grave injustice*” to the husband to confer any further benefit on the wife other than she had already received.

[42] It is at that juncture that this case lies. In this case, as in *Proverbs (supra)*, the wife worked throughout the marriage. Unlike *Proverbs*, the children are not regarded in this case, by consent, as children of the marriage. However, the two minor children did live with the parties and it is accepted that Mr. Tasker paid for almost all of their

expenses. Unlike the Wife in *Proverbs*, Mrs. Tasker gave no comparable evidence, and in some cases none at all, that she was the one who ferried the children to and fro, or had the sole day to day care of them, or that she did undertake household domestic duties. In the absence of any evidence to the contrary, the Court can only assume that these tasks were shared equally by the parties, both of whom worked.

[43] In these circumstances, and upon these facts, or lack thereof, I find that the wife made little or no contribution to the property as homemaker or parent.

### **THE SECTION 53 FACTORS**

[44] **Section 57 (3) (d)** provides that the factors set out in **section 53** of the **Family Law Act**, the factors to be considered when determining maintenance i.e. financial resources, the means and needs of the parties and other matters, are also to be taken into consideration by the Court when it is seeking to exercise its discretion to alter interests in matrimonial property.

[45] The factors listed in **section 53** which are of relevance here are as follows:

- (a) the age and health of the parties;
- (b) the income, property and financial resources of each of the parties and the physical and mental capacity of each of them for appropriate gainful employment;
- (c) the financial needs and obligations of each of the parties;
- (d) the responsibilities of either party to support any other person;
- (e) the eligibility of either party for a pension, allowance, or benefit under any act or rule, or any superannuation fund or scheme, or the rate of such pension allowance or benefit being paid to either party;
- (d) a standard of living that is in all the circumstances reasonable;
- (e) the duration of the marriage;
- (f) any facts or circumstances that in the opinion of the court the justice of the case requires to be taken into account.

[46] I shall deal with these factors *seriatim*, although evidence has not been presented on all.

[47] First of all, as I mentioned at the outset, both parties are relatively young and close in age. Mr. Tasker at 46 (his age at the date of the trial) is four years older than his wife. However, like her, he appears to be in good health, although the Court notes that no evidence has actually been provided by either side in relation to their state of health.

[48] Secondly, the statement of financial circumstances filed by Mrs. Tasker discloses that she earns \$48,000 per annum at BWIA. She claims that her expenses exceed her income by about \$1,000 per annum. On the other hand, Mr. Tasker deposed that he earns less than his Wife at \$26,000 per annum and that his expenses, according to his statement of financial expenses filed in May 2006, are \$37,000. Neither of the parties was cross-examined on their statements of financial expenditure and the Court must therefore accept the statements as they are since they are essentially unchallenged.

[49] Mr. Tasker has given oral evidence that he is now employed by Digicel, a telecommunications provider operating in Barbados, and he has been so employed since September 2006. The circumstances of his employment therefore changed after he had filed his Statement. However, no evidence was adduced as to his new salary, nor was he cross-examined thereon. The Court does not therefore know whether this salary is lower or higher than his previous or whether it comes with additional perks. From the evidence, therefore, Mr. Tasker is in no more favourable a financial circumstance than Mrs. Tasker. In light of the evidence before it, it is clear and the Court is satisfied that Mrs. Tasker is fully able to support herself financially.

[50] It is also clear that there is little disparity in the financial resources of the two parties. The only asset of substantial value to which either lays claim is the land in dispute.

[51] However, Mrs. Tasker's future needs are likely be greater than Mr. Tasker's since she will continue have the care and control and maintenance of two minor children to her account, while Mr Tasker has no other children or dependants. She will need to house, clothe and feed these children, but there is no evidence as to the crucial factors: the cost of such rearing and the amount, if any, she receives in maintenance. She has not given any evidence in this regard. She did, however, testify that her parents contributed to the maintenance of her children and as these are their grandchildren it is likely that they will continue to do so.

[52] Mrs. Tasker has not pursued any application for maintenance from Mr. Tasker in relation to her children, accepting instead that they are not children of the marriage. It is possible and likely that she will have expenses, but while it may likewise be possible that she will receive monies in maintenance from the biological father to offset these expenses, the evidence of Mr. Tasker painted that this possibility is unlikely.

[53] In his affidavit, Mr. Tasker deposed that when he married Mrs. Tasker there was already a maintenance order in place against the biological father, the terms of which required him to pay \$200.00 per month in maintenance. He went on to say that:

*“As far as I am aware, [the person against whom the order was made] never honored his obligation to pay maintenance for his children and was in the habit of ignoring that Order of the Court.”*

Mrs. Tasker did not provide any evidence to this effect. All she has said is that Mr. Tasker prevented her from pursuing maintenance proceedings against the biological father. It is possible that she intends to institute such proceedings but the Court can make no finding as no evidence has been provided either way.

[54] As to pension benefits or any other allowances that may have been received by either party, no evidence whatsoever has been provided by either side and the Court can therefore only note the absence of any evidence on this point.

[55] The Court has already pointed out that this is a short marriage, totaling less than five years. The considerations which attend the division of property at the break up of such a marriage have also already been dealt with above.

[56] With regard to other factors that it is just to take into account, Ms. Greene has canvassed the argument that Mrs. Tasker's share in the matrimonial property should be reduced because by her actions in refusing to allow the property to be sold she has increased the burden of arrears and penalties from the mortgage on the property. However, no satisfactory evidence was given by either party on which such an argument can reasonably be grounded.

[57] In his evidence, Mr. Tasker alleged that a valuation had previously been done at which the property was valued at \$135,000. He was unable to say when this valuation was conducted but testified that he proposed, with the permission of the Bank, to sell the land for that amount so as to clear the debt with the Bank. A willing purchaser was found, but Mrs. Tasker had strongly objected to its sale as she believed that keeping the land was necessary to secure her children's education. In re-examination, Mr. Tasker indicated that as a result he stopped paying the loan and he became unemployed and was unable to do so. In 2004, the arrears on the loan were \$90,000. As at 2009, this amount had increased to

[58] By some oversight the property was not valued at the date of trial, but the valuation made by George Ramsay and Co. and dated December

2, 2009 has affixed the value of \$240,250.00 to the property and this valuation been accepted by the parties. This valuation was presented to the Court on September 21, 2012.

[59] On the totality of all the evidence before me I find Mrs. Tasker's actual financial contribution to be in the region of \$30,000.00.

### **CONCLUSION**

[60] When one considers the entirety of *section 57*, are there any factors which would incline the Court to alter the interest of the parties to the matrimonial property? Currently, the land is held in the parties' joint names and each legally has a 50% interest in the property. I have found, however, that the actual financial contribution of Mrs. Tasker was less than 50% and more in the region of 10% on a valuation of \$240,350.00. In calculating this I have also found that her indirect contribution was little or nothing.

[61] The Court must now consider Mr Tasker's application to reduce Mrs. Tasker's legal share to 10% or, to put it another way, consider Mrs. Tasker's application that her share be 50%, notwithstanding her actual direct or indirect financial contribution.

[62] A starting point is a statement made by Mrs. Tasker in cross-examination. In response to the suggestion of opposing Counsel that Mr. Tasker had paid the majority of the house expenses, she asserted that:

*“Based on salaries he paid the greater figure but I pulled my weight as I have always done in the marriage.”*

[63] Is there any legal principle that the proportionality of contributions should be taken into account in determining interest in matrimonial property? No such principle exists for a short marriage. In the case of marriages of short duration, the primary consideration is the actual financial contribution made to the property by each party: *See Bushby (supra)*.

[64] Mrs. Tasker’s indirect contribution is negligible. The impact of the *section 53* factors is slight and in relation to those factors I am influenced primarily by the fact that the Mrs. Tasker has two dependant minor children in her care. Otherwise she is young, healthy, comely, employed and financially independent. She has already taken with her the proceeds of the motor vehicle which were paid for by Mr. Tasker.

[65] In my view, given her actual contribution to the acquisition of the property, it would not be just and equitable in the circumstances to maintain her interest in the matrimonial property at 50%.

[66] Accordingly, I hereby order that the interest of the parties in the matrimonial property be altered pursuant to *section 57* of the *Family Law Act* so as to vest 15% in Mrs. Tasker, and 85% in Mr. Tasker. On a value of \$240,000, Mr. Tasker will pay to Mrs. Tasker \$36,000.00 in a lump sum payment within 6 months of the date of the order.

[52] Each party will bear his or her own costs.

**Jacqueline A. R. Cornelius**  
**Judge of the High Court**