

43 Nfld. & P.E.I.R. 98

Dawson v. Toll

Newfoundland Supreme Court, Trial Division

Goodridge, J.

Judgment: May 10, 1983

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Peter Stanley Dawson, Plaintiff v. Emma Francis Toll, Defendant

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Docket: Doc. 1394

Counsel: Barrie Heywood, Esq., for the plaintiff.

David c. Day, Esq. Q.C., for the defendant.

Goodridge, J.:

1 The parties in this matter were once husband and wife. The matrimonial home was No. 70 St. Clare Avenue ("No. 70") which was at all material times registered in the name of the defendant.

2 Mr. Dawson claims that he spent money on No. 70 and applied labour and is entitled to an interest in that property or in the alternative compensation for the value of services rendered and labour performed.

3 He further claims that he was forced to leave the matrimonial home by the behaviour of Mrs. Toll, leaving certain personal property behind which he also claims.

4 The trial like many of its companions was a lengthy one occupying in all eight days. There was a lot of the evidence which was not relevant to the issues that must be decided. I do not propose, therefore, to deal with it in any detail except to the extent that it is pertinent.

5 Mr. Dawson was born on July 8, 1932 and Mrs. Toll on June 1, 1938. They were married on July 21, 1959. At the time of the marriage, he was unemployed and she was a music student at Toronto.

6 Mr. Dawson is a skilled woodworker and might be described as a cabinet maker. He is, in fact, now involved with the restoration and development of historic properties, being in charge of Technical Services with the Department of Culture, Recreation and Youth of the Provincial

Government.

7 Mrs. Toll has become a successful musician, well-known in the Province.

8 Unfortunately the marriage was not successful. The parties separated on September 17, 1974 and were divorced on April 3, 1978. There were no children of their union. Both have since remarried.

9 There are, in fact, indirectly four properties involved in this dispute. These are Nos. 70, 72, 76 and 78 St. Clare Avenue which for the purpose of convenience will be henceforth referred to only by number.

10 Prior to her first marriage, Mrs. Toll was a Pope. She lived with her parents at No. 78. Her grandparents lived at No. 70 and she had a sentimental attachment to that property.

11 No. 70 is a semidetached dwelling sharing a common wall with No. 68.

12 At the start of the marriage the parties lived together with her parents at No. 78. During the early part of the marriage, No. 70 became available for sale. It was purchased from Nathaniel S. Noel, Executor of the Will of Thomas J. Pope, on June 7, 1960. The purchase price was \$10,500.00 and it was purchased in the name of Mr. Dawson. It was said that a favourable price for the property was arranged because of the association of Mrs. Toll with the Pope family.

13 The property was mortgaged.

14 The downpayment consisted of funds either then held or then borrowed by Mrs. Toll and the balance was paid off by funds secured by a mortgage on the property.

15 All funds borrowed to purchase the property were repaid by Mrs. Toll.

16 It was on January 2, 1964 that the final payment was made on the mortgage. Mrs. Toll claims to have been unaware that the property was registered in the name of her husband initially but apparently became aware of the fact when a municipal voting list was published and her name was not on it. In those days only property owners could vote.

17 When the final payment was made, she insisted on having the property in her own name; and on January 3, 1964 Mr. Dawson conveyed to his wife title to No. 70.

18 The deed of conveyance was backdated to June 7, 1960.

19 The deed in fact was signed on January 3, 1964 the day after the final payment was made and registered on January 17, 1964.

20 On March 7, 1962 the parties purchased No. 72.

21 This was a smaller property than No. 70. The improvement to it appears to have consisted of a stable or a garage in rather poor condition.

22 While No. 70 had a frontage of 70 feet, No. 72 had a frontage of only 33 feet.

23 It was purchased in the joint names of the parties.

24 The cost of this property was \$1,500.00. Mrs. Toll says that she paid for it. Mr. Dawson says that the couple pooled their resources. Over the years the building on the property was rebuilt and by 1971 it was virtually a new building which Mr. Dawson used mainly as a work shop.

25 On October 9, 1968 the couple purchased No. 76. This was a house built on leasehold land. The amount paid for the leasehold property and improvement was \$11,250.00. The deed indicates that the property was purchased by the parties as joint tenants.

26 There was a downpayment on this property of \$2,250.00 of which \$1,250.00 was paid by Mrs. Toll and \$1,000.00 paid by her father as a gift. The balance was financed by a \$9,000.00 mortgage to Bank of Montreal.

27 The property was improved and rented and allegedly the rent took care of the mortgage payments.

28 Mrs. Toll states that she repaid the loan. She states that her husband made the payments but that she provided him with the money for the payments.

29 There is no doubt according to the evidence that \$185.00 per month was deducted from her account to cover the mortgage. Her account also shows regular deposits of \$125.00 a month or \$250.00 every second month indicating that there was a rental revenue equal to \$125.00 per month on the property and that the balance over and above these payments was paid for out of funds on deposit to her credit.

30 As noted the marriage was not successful. On September 17, 1974 a separation agreement was signed.

31 There is nothing remarkable about the separation agreement itself unless it be the fact that it says very little. The parties agreed to live separate and apart and each surrendered his or her interest in the other's estate.

32 Each acknowledged to have received his or her own personal chattels and effects and agreed to execute such documents as might be necessary to give affect to the separation agreement.

33 There were, however, companion documents not referred to in the separation agreement which had been executed earlier. The first was a deed of conveyance from Mr. Dawson to Mrs.

Toll of No. 72 dated August 29, 1974. The second was a deed of conveyance from Mrs. Toll to Mr. Dawson of No. 76 dated September 11, 1974.

34 The result at the end of the separation agreement was that Mrs. Toll was the registered owner of No. 70 and No. 72 while Mr. Dawson was the registered owner of No. 76.

35 Mr. Dawson's basic claim is for an interest in No. 70 based on money spent and services rendered thereto by him. There is no doubt that he, an experienced woodworker, did do considerable work on No. 70. He enlarged the building and undoubtedly improved its value. He says that the value of the money spent and the labour rendered was \$30,000.00. Unfortunately there is nothing to substantiate this except some bank records showing some borrowings.

36 He says that there is further documentation located at No. 72; however, there is no evidence that he made any effort to procure these. He did not present them in evidence. There was no evidence that he attempted to procure them and was denied access to the same.

37 While the evidence looked at what transpired prior to 1964 and after 1974 it is only the period from 1964-1974 inclusive that is of concern.

38 The property was conveyed by Mr. Dawson to Mrs. Toll on January 3, 1964. Why it was backdated to June 7, 1960 was not revealed but one can only presume that this was done to demonstrate the intention of the parties that it should have been registered in the name of Mrs. Toll in the first instance.

39 The parties separated on September 17, 1964.

40 It is, therefore, only during the period between January 3, 1964 and September 17, 1964 that Mr. Dawson could have developed an interest in No. 72 by way of trust.

41 It is nevertheless necessary to review briefly what transpired prior to January 3, 1974 to remove any doubt that on that date Mrs. Toll was the owner in law and in equity of the property.

42 That fact that Mr. Dawson conveyed the property to Mrs. Toll on that date without protest and without any proclamation of the existence of any interest in the property is sufficient in itself.

43 However, there is more.

44 There existed at that time in equity two presumptions -- the presumption of advancement and the presumption of a resulting trust. Of the two perhaps the most fundamental is the presumption of a resulting trust.

45 If A makes a gift of property or a gift of money for the purpose of the acquisition of property to B, then there is a presumption even though the property may be registered in B's name that it belongs to A. While the legal title of the property appears to be that of B, equity

presumes that that title results or reverts to A from whom it directly or indirectly originated. That, of course, is a presumption which may be rebutted by B.

46 The presumption of a resulting trust while it applies to advances by a wife to a husband does not apply in respect of an advance by a husband to his wife or to a child.

47 In those two circumstances there was a presumption of advancement. In such cases, if A transferred property to his wife B or gave money to his wife B for the purpose of acquiring property, then the property so transferred or acquired is presumed to be the property of B. It is a presumption of advancement.

48 That too is a rebuttable presumption and the onus of rebutting it lies upon A.

49 By Section 29(1) of the Matrimonial Property Act the rule of law known as the presumption of advancement was abolished as between husband and wife and in its place the rule of law known as the presumption of resulting trust was substituted.

50 This act did not become law until July 1, 1980 and therefore, did not apply when the conveyance from Mr. Dawson to his wife was made on January 3, 1964.

51 It is presumed, therefore, that Mr. Dawson intended his wife to have the property and if he wished to take a contrary position, the onus lay upon him to rebut the presumption that made the property that of his wife.

52 He did not attempt to rebut that presumption; nor is there any indication that the presumption could be rebutted for there was no doubt and no dispute that all funds required for the purchase of the property and for the purpose of repaying loans on the property were provided by Mrs. Toll.

53 By the fact of the conveyance itself, legal title to the property became vested in Mrs. Toll. It is presumed that Mr. Dawson intended that his wife be the owner of the property and he has not rebutted this presumption.

54 It should be noted that he did at one point suggest that the property was transferred to his wife to protect it from his creditors. It is extraordinary that such a position could be put to the Court for the Court cannot countenance a position where a husband may say to his creditors that the matrimonial home belongs to his wife but say to his wife that the matrimonial home belongs to him. To countenance such a duplicitous position is to countenance a fraud either upon the creditors or upon the wife.

55 It is the finding of the Court that on January 3, 1964 Mrs. Toll was the legal and equitable owner of the land and premises known as No. 70 St. Clare Avenue, that Mr. Dawson then had no interest therein. The evidence further indicates that there was no conveyance of any interest in the property back to him and that the only way in which he can have derived any interest in the property is by way of an express or implied trust.

56 There is no express trust in this case.

57 At the time that matrimonial property legislation was introduced into Canada, the law of implied trust with respect to married couples was in a developing stage.

58 The leading cases on it are *Murdoch vs. Murdoch*, [\[1975\] 1 S.C.R. 423](#), *Rathwell vs. Rathwell*, [\[1978\] 2 S.C.R. 436](#) and *Pettkus vs. Becker*, [\[1980\] 2 S.C.R. 834](#).

59 In the *Pettkus* case Dickson, J. pointed out that there was no basis in the division of property and assets for distinguishing between marital relationships and those informal relationships which subsist for a long period.

60 Probably a trust may be implied in respect of property even though, between the contending parties, there may be no marriage nor other relationship resembling marriage. There has been at least one English case where neither such relationship existed. There is no reason based on the existing jurisprudence why an implied trust could not exist between any two people where one is the owner of the legal estate and the other, due to the factual situation that exists, is found by the principles of equity to have an interest therein.

61 There was at one point and this may still survive a distinction to be made between two classifications of constructive trusts. These were brought out well by Gushue, J.A. in *Cook v. Cook* [\(1980\), 26 Nfld. & P.E.I.R. 433](#).

62 Gushue, J.A. noted that there is a line of decisions which assert the requirement of common intention in the parties in order to establish a proprietary interest. In this connection he referred to the English cases of *Pettitt vs. Pettitt*, [\[1970\] A.C. 777](#) and *Gissing vs. Gissing*, [\[1971\] A.C. 886](#), and the *Murdoch* case, supra.

63 He noted then that there are other decisions which say that a constructive trust can be imposed by the Court if "justice and equity" require it. In this connection he referred to *Rimmer vs. Rimmer*, [\[1953\] 1 Q.B. 63](#) and the *Rathwell* case, supra.

64 In the *Pettkus* case the Court was unanimous in its decision but not in the reasons for decision. Speaking for the majority in that case Dickson, J. said at page 842 that the principles which have guided development of recent Canadian case law are to be found in *Pettitt* and *Gissing*. He said that those decisions upheld the judicial quest for that "fugitive common intention" which must be proven in order to establish beneficial entitlement to matrimonial property. He went on to say that the Law Lords did not feel free to ascribe or impute an intention to the parties not supported by evidence in order to achieve equity in the division of assets of partners to a marriage. Finally, he concluded, in *Gissing* four of the Law Lords spoke of "implied, constructive or resulting trust" without distinction.

65 He pointed out that in *Murdoch* the Supreme Court of Canada adopted the "common intention" concept of Lord Diplock in *Gissing* and at page 842 cited the following passage:

Difficult as they are to solve, however, these problems as to the amount of the share of a spouse in the beneficial interest in a matrimonial home where the legal estate is vested solely in the other spouse, only arise in cases where the court is satisfied by the words or conduct of the parties that it was their common intention that the beneficial interest was not to belong solely to the spouse in whom the legal estate was vested but was to be shared between them in some proportion or other.

66 He went on to say:

In *Murdoch*, it was held that there was no evidence of common intention. In *Rathwell, supra* common intention was held to exist. Although the notion of common intention was endorsed in *Murdoch* and in *Rathwell*, many difficulties, chronicled in the cases and in the legal literature on the subject, inhered in the application of the doctrine in matrimonial property disputes. The sought for "common intention" is rarely, if ever, express; the courts must glean 'phantom intent' from the conduct of the parties. The most relevant conduct is that pertaining to the financial arrangements in the acquisition of property. Failing evidence of direct contribution by a spouse, there may be evidence of indirect benefits conferred: where, for example, one partner pays for the necessities while the other retires the mortgage loan over a period of years, *Fribrance v. Fribance*, [1957] 1 All E.R. 357.

67 At page 843, Dickson, J. continued:

In *Murdoch v. Murdoch*, Laskin J., as he was then, introduced in a matrimonial property dispute the concept of constructive trust to prevent unjust enrichment. It is imposed without reference to intention to create a trust, and its purpose is to remedy a result otherwise unjust. It is a broad and flexible equitable tool which permits courts to gauge all the circumstances of the case, including the respective contributions of the parties, and to determine beneficial entitlement. It was described this way in *Rathwell*, at p. 455:

The constructive trust, as so envisaged, comprehends the imposition of trust machinery by the court in order to achieve a result consonant with good conscience. As a matter of principle, the court will not allow any man unjustly to appropriate to himself the value earned by the labours of another. That principle is not defeated by the existence of a matrimonial relationship between the parties; but, for the principle to succeed, the facts must display an enrichment, a corresponding deprivation, and the absence of any juristic reason -- such as a contract or disposition of law -- for the enrichment.

68 Before continuing it should be noted that between 1964 and 1974 there is no question of a resulting trust. Money and effort was expended by the husband on the property of the wife and the presumption of advancement for that period applies and is to be rebutted if the plaintiff were to succeed on that ground. In this respect he has not attempted to rebut the presumption; there is indeed no evidence upon which the presumption could be rebutted. The presumption of

advancement applies.

69 This does not preclude, of course, the existence of a constructive trust.

70 In the last passage Dickson, J. is talking of unjust enrichment which perhaps is a member of the "justice and equity" classification.

71 It avoids the question of intention but lays down, as requirements for its existence, three factors. These are that the facts must display:

- (a) an enrichment;
- (b) a corresponding deprivation; and
- (c) the absence of any juristic reason for the enrichment.

72 A constructive trust may therefore exist where there is unjust enrichment; the presence of an intention supported by the evidence is not required.

73 To deal with that one point briefly the facts disclose absolutely no intention whatsoever of the parties that Mr. Dawson should have an interest in No. 70. The matter was not spoken of. He thought of the house as "ours"; the defendant thought of the house as "mine". There was no thought of joint ownership on her part. It was Pope property, property where she had spent much of her childhood, property which she had acquired at a reduced rate because she herself had been a Pope and property which, upon discovering it to be registered in her husband's name, she had transferred to her own name.

74 This puts us clearly into the field of any one or more of:

- (a) unjust enrichment;
- (b) justice and equity; or
- (c) phantom intent.

75 The factors required for an interest arising out of unjust enrichment apply equally to the other two.

76 Mrs. Toll benefited or was enriched by what her husband did. It is unnecessary to detail the extent of his work. He claims to have spent \$27,000.00 and to have spent hours of work and asserts that the \$30,000.00 which he claims is a modest figure.

77 What he spent and what he did is irrelevant in evaluating the enrichment.

78 If he is to be compensated, the extent of the compensation is to be limited by the extent of the enrichment and is not to be measured by the value of the deprivation.

79 This is not a claim under a contract for a specific sum or for quantum meruit. There was no contract; nor was there an implied contract or quasi contract. There is no basis upon which Mr. Dawson can claim a fixed sum or a sum to be determined by an accounting.

80 The most he can claim is an interest in the property and the extent of that interest will be measured by the extent of the enrichment.

81 To illustrate that in simple terms, if a man spends \$20,000.00 on a \$40,000.00 property owned by his wife and as a result of what he has done the property increases in value to \$50,000.00, the extent of the enrichment is \$10,000.00 or 20% of the value of the property and not \$20,000.00 (the value of the deprivation) or 40% of the value of the property. If he is to succeed on the basis of an implied trust, then his success will be measured by his being awarded a 20% interest in the property and not a 40% interest in the property. There is no basis upon which he can be allowed any of:

(a) a 40% interest in the property;

(b) \$20,000.00; or

(c) \$10,000.00.

82 In this case there is no evidence to support any enrichment whatsoever. While there can be no doubt as a result of what Mr. Dawson did there was an enrichment, the extent of the enrichment has not been quantified. The quantification requires two factors -- a numerator which is the amount by which the value of the property has been increased and a denominator which is the value of the property after the improvements.

83 The numerator, of course, is the difference between the denominator and the value of the property before the improvements.

84 The calculation is more complex in this case where Mrs. Toll herself, as outlined hereunder, contributed to the enrichment.

85 No evidence was offered as to the value of the property either after the improvements or before the improvements.

86 One might be justified in accepting the value of the property before improvements as the purchase price in 1960 which was \$10,500. There is no indication as to what the value of the property was in 1974.

87 In January of 1982 when the City of St. John's introduced capital value as a basis for

taxation the property was valued by the City at \$59,500.00. A municipal valuation does not necessarily represent the market value of a property. Further that value was determined nearly eight years after the separation and after other work had been done on the property.

88 There is direct and acceptable evidence that Mrs. Toll herself paid \$7,319.53 for labour and materials between 1960 and 1974.

89 There is evidence that from 1975 to 1983 she paid \$14,552.53 for maintenance and improvements.

90 These expenditures are documented and well proven.

91 We know little about Mr. Dawson's financial affairs that can assist in this case.

92 We were not even given a summary of his salary during the ten year period. He worked for the Government during that period at a starting salary of \$6,500.00. At the end of the period he was earning \$14,000.00. If we take an average of these two figures which is \$10,250.00 and extend it for the 10.67 years that elapsed from January 3, 1964 the date of the deed to September 17, 1974 the date of the separation one gets a figure of just under \$110,000.00. Mrs. Toll's earnings during the period were just under \$100,000.00. Both were earning money during the period, Mr. Dawson slightly more than his wife. Mrs. Toll states that her husband spent a lot of money on his hobby, model railways, and on his tools.

93 Mr. Dawson was unable, however, to identify any specific sums that he spent on the house but stated only in general terms that he had spent \$27,000.00.

94 Perhaps it might be noted that for a number of years prior to 1974 Mr. Dawson was engaged in an enterprise known as Popson Boats and that there were a number of bills outstanding from this. It is fair to assume that either some of his borrowings or some of his income was applied to retire these debts.

95 There is no mathematical basis upon which a calculation can be made of the contribution that Mr. Dawson made to the house either by cash or by labour. I accept his word that he applied both. I would be more convinced that he had spent \$27,000.00 on No. 70 if he had taken the trouble either to procure his records from No. 72 or had contacted the suppliers who could have substantiated the amount at least in part.

96 However were I to arrive at a figure I would be no farther ahead for the interest which he seeks in No. 70 is not measured by his contribution or by the deprivation which he has suffered but by the enrichment that his wife received.

97 The cases speak of an enrichment and a corresponding deprivation. This may not mean that the deprivation must be at least equal to the enrichment but clearly it means that the deprivation cannot exceed the enrichment. To the extent that the deprivation exceeds the enrichment, it is not a corresponding deprivation. This is illustrated by the example which I gave above.

98 There is, of course, some difficulty in determining the value of the property in 1964 and in 1974. However, competent appraisers can produce appraisals for past periods. Evidence of this nature has been received in this Court in other cases. It merely involves Mr. Dawson giving an appraiser information in respect of the property for the period beginning and ending with those years and giving that same information to the Court. If the Court accepts that information and is satisfied that the appraiser was given the same information and is competent, it can accept the appraisals. The picture is then complete.

99 No appraisers testified in this action; no estimates of value were given. The result is that, even if the amount that was spent on the house was proven, there would be no basis upon which an award could be made.

100 It is not necessary to go further with the matter. There were some peripheral questions which arose which are not important.

101 For example Mr. Dawson contended that the separation was intended only to be temporary. Whether or not this is so, of course, the separation agreement is intended to cover the situation where separation although considered to be temporary at the outset becomes permanent. There is, in fact, nothing in the documentation or in the evidence except that of Mr. Dawson to suggest that it was temporary. It is true that the parties maintained a social relationship for some months after the separation and were apparently on relatively friendly terms. However, during that period he was seeing other ladies and, in fact, in 1975 he commenced a divorce proceeding against Mrs. Toll which was later dropped or dismissed for lack of proof of the charges that he made therein.

102 It really does not matter, of course, whether the separation was intended to be permanent or temporary. The parties made an agreement and there is nothing in it to say that anything that they have done by way of deed is void if the parties reconcile. That may or may not be the consequence in law of a separation agreement itself. As there was no reconciliation that question does not arise.

103 It was suggested that the disposition that was made of No. 72 and No. 76 was intended as a complete property settlement between the parties. This of itself does not preclude Mr. Dawson from claiming or having an equitable interest in No. 70. It certainly is a factor in determining whether such an equitable interest exists. The fact that the parties have by two separate instruments disposed of two other properties is a factor to be considered with respect to determining whether or not Mr. Dawson properly and in good faith claims an interest in a third property.

104 I reject the position of the plaintiff that he regarded the house as "ours". I accept his position that work needed to be done on the house. It was done and that he did it. He did most of it, after, having acquired the property in his own name in the first place, he conveyed it without qualification to his wife. If he ever thought about it, which is doubtful, his thought must have been that it was his wife's house that he was repairing or improving. His wife never suffered him

to believe that by what he was doing he was acquiring an interest in the house and I do not believe for a moment that he ever entertained this thought himself.

105 It is noted that Mrs. Toll married Dr. Michael Toll on June 24, 1978. Unless there is an agreement to the contrary, and there is no evidence that there is such an agreement, Dr. Toll after July 1, 1980, the day on which the Matrimonial Property Act came into force, became a half owner of whatever interest Mrs. Toll held in the property prior to that date. He was not named as a party. This matter was mentioned early in the trial. It was not until toward the end of the trial that Mr. Dawson through his counsel moved to have Dr. Toll joined as a party. In view of the time that has transpired this motion was denied. The action was brought some six years after the divorce and came on for trial some two years after it was commenced. It was thereafter postponed from time to time for a period covering more than a year. While not all of these delays can be attributed to Mr. Dawson, he certainly had plenty of time in which to think about joining Dr. Toll. It was felt, too, that to join Dr. Toll at a late date in view of the court calendar would protract this matter for another year or more which would have been unfair to Mrs. Toll. At the same time it would not have prejudiced Mr. Dawson for he can start another action against Dr. Toll and suffer whatever delays ensue himself. Whether any such action could succeed is another matter.

106 Mr. Dawson has not proven the value of the enrichment. On this basis alone he cannot succeed. For what it is worth, I find that he has not by a preponderance of evidence proved the value of his deprivation.

107 Mr. Dawson's claim for an interest in No. 70 is dismissed.

108 The remaining issue is a question of ownership of chattels. While this matter should come up at this stage is quite beyond me. Why Mr. Dawson did not take what was his when the parties separated, was never explained.

109 He has furnished as an exhibit in this case a lengthy list of chattels. Mrs. Toll has gone over this list and has given an account of the origin of each of the extent that it is known by her.

110 This matter arose, of course, before the Matrimonial Property Act. There was a separation agreement dealing with the chattels and this precludes the operation of that act.

111 It is also precluded by virtue of the fact that they are divorced.

112 I accept Mrs. Toll's evidence as to the ownership of the chattels. Some she admits to be owned by Mr. Dawson and some she does not know about. To the extent that it is within her power to do so, she is ordered to deliver possession of these chattels to Mr. Dawson but obviously, of course, she cannot be expected to deliver possession of chattels that are not in her possession and over which she has no control.

113 There are other chattels that are jointly owned. Hopefully the parties will be able to reach an agreement on these. I can only order, of course, that they be sold because, unlike the proceeds

of a sale, they cannot be divided in specie.

114 It is the judgment of the Court therefore that:

(a) the claim of the plaintiff for an interest in the property of the defendant at No. 70 St. Clare Avenue be dismissed;

(b) of the chattels hereunder listed that are within her or over which she has control, the defendant release possession of the same to the plaintiff:

1 12" Bandsaw and Motor

1 10" Table Saw and Motor

1 36" Woodturning Lathe and Lathe Tools

1 Electric Motor

4 Sash-type Clamps

1 Record Sash Clamp 48"

Quantity of Dexion (steel angle)

1 Portable Electric Radiator

1 Bench

1 100 sq. ft. roll - green baize

1 Drill Stand

Misc. models. Built and part built

Misc. hardware and fastening;

(c) the parties are joint owners of the following assets:

1 Set of Encyclopedia Britannica

1 19" Table Model Television

1 Mahogany Hall Bench

2 Walnut Night Tables with Roman Travertine Marble Tops;

the defendant sell the same forthwith (in default of an agreement to the contrary) at a reasonable price and, after deducting the cost of sale, divide the proceeds equally with the plaintiff; and

(d) the plaintiff pay to the defendant her costs of this action.

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