IN THE SUPREME COURT OF NOVA SCOTIA
(FAMILY DIVISION)
Citation: Snelgrove v. Snelgrove, 2011 NSSC 77

Date: Decision Date 20110303
Docket: 1201-064220
(SFHD-68230)
Registry: Halifax

Between:

Allan Keith Snelgrove

Petitioner

v.

Audrey Juanita Snelgrove

Respondent

Judge:	The Honourable Justice Robert F. Ferguson
Heard:	October 21 and 22, 2010, in Halifax, Nova Scotia Last correspondence received November 9, 2010
Written Decision:	March 3, 2011
Counsel:	Terrance G. Sheppard, for the applicant Sally Faught, for the respondent

By the Court:

[1] Allan and Audrey Snelgrove were married on December 22, 1988, and separated on May 16, 2008. Their two children, Brittany (born February 19, 1993) and Joshua (born January 29, 2000), on separation, resided with their mother.

[2] On January 5, 2010, Mr. Snelgrove petitioned for divorce. Ms. Snelgrove filed an Answer on March 15, 2010.

BACKGROUND

[3] On October 9, 1986, Mr. Snelgrove began employment in the military.

[4] On July 25, 2008, the parties entered into a Partial Separation Agreement which stated, in part:

> AGREEMENT AND INTENTION
>
> 6. The parties are in the process of negotiating a comprehensive settlement agreement. However, they wish at this point in time to record and be bound by the agreements they have reached to date with respect to the parenting of their children, child support, the disposition of the matrimonial home and their debts.
>
> 7. This Partial Agreement constitutes a Separation Agreement pursuant to the Matrimonial Property Act and subject only to the jurisdiction and approval of the Court, this Partial Agreement shall also be incorporated into and form part of the Corollary Relief Judgment in any divorce proceedings between the parties;

[5] In June, 2010, Brittany began to live at the residence of Mr. Snelgrove.

[6] On April 28, 2010, a pre-trial conference was attended by the parties and their counsel.

ISSUES

1. Divorce

[7] The parties are in agreement that the divorce be granted.

2. Parenting Provisions

[8] There would appear to be an acknowledgement as to the appropriate provisions relating to Brittany but no such acknowledgement or agreement as to Joshua's living arrangement with his parents.

3. Child Support - Retroactive and Ongoing

[9] A determination as to Joshua's ongoing parenting provisions and the parent's incomes, both past and current, are required in order to finalize child support.

4. Division of Matrimonial Property and Debt

[10] Included in this issue is a division of the couple's pensions and Mr. Snelgrove's service award. There remains, in the finalization of this issue, the implementation of the Partial Separation Agreement which deals with some matrimonial property and debt.

RELEVANT LEGISLATION

[11] The *Divorce Act*, particularly, paragraphs 15, 16 and 17.

These paragraphs provide the court with the authority to make orders and vary existing orders as to child support and custody and access. These paragraphs also provide direction as to the applicability of child support guidelines and the factors to be considered when making or varying an order regarding custody and access or child support.

[12] The *Federal Child Support Guidelines*, particularly paragraphs 3, 7, 8, 14, 15 and 16.

These paragraphs provide the court with guidance in determining the annual income of the parties, the appropriate amount of maintenance to be paid, both as to the *Guideline* table amount and special or extraordinary expenses. They further refer to situation where the parents each have custody of one or more of their children.

[13] The *Matrimonial Property Act*, particularly paragraphs 12, 13 and 15.

These paragraphs provide a party with the authority to apply for a division of matrimonial assets and directs the court as to the factors to be considered when entertaining such an application.

SUBMISSIONS

1. Divorce

[14] Both parties agree the divorce should be granted.

2. Parenting Provisions

[15] Brittany is almost 18 years of age and, in June of 2010, moved from her mother's residence to her father's home where she remains at this time. Mr. Snelgrove seeks a finding he and Ms. Snelgrove be joint custodians of Brittany with her residing primarily in his care. Ms. Snelgrove, acknowledging the current circumstances and their daughter's age, reluctantly does not oppose such a conclusion.

[16] There is no agreement as to appropriate parenting provisions for Joshua.

[17] Mr. Snelgrove seeks a conclusion he and Ms. Snelgrove would share custody of Joshua with him residing with both parents on an equal basis. He further suggests this be accomplished on a weekly basis. In support of this request he submits 1) his work pattern has changed allowing him to be far more available to parent than was the case when he entered into the current Partial Separation Agreement; 2) Ms. Snelgrove's work pattern requires her to be unavailable to Joshua for a considerable period of time when she is currently responsible for his care; 3) his positive relationship with Joshua, including his past and current extended involvement with Joshua's day-to-day living; and 4) Joshua spending

equal time with his father will provide him with a better opportunity to interact with his sister.

[18] Ms. Snelgrove acknowledges the positive relationship between Mr. Snelgrove and Joshua and their affection for one another. She further agrees that Mr. Snelgrove is extensively involved with their son, especially in his extra curricular activities. She, however, believes she should remain the custodial parent and the current arrangements as to parenting time should continue. This current arrangement, according to Ms. Snelgrove, provides that Joshua be in Mr. Snelgrove's care six out of nine weekends from Friday to Sunday. The remaining three weeks, Joshua spends two nights during the week in the home of Mr. Snelgrove.

3. Child Support - Retroactive and Ongoing

[19] Mr. Snelgrove's position as to ongoing child support is clearly expressed in his pre-trial submission which states, in part:

> *Child Support*
>
> It is the position of Mr. Snelgrove that no child support be awarded to either party. This is given the fact that Brittany is currently in the primary care of Mr. Snelgrove and the proposed shared custody of Joshua.
>
> Mr. Snelgrove seeks the set off amount for July, August, September and October for the split custody situation during those months pursuant to section 8 of the *Child Support Guidelines*. On Mr. Snelgrove's income of $95,124, his table amount for one child would have been $803.00 per month. Based on Ms. Snelgrove's of $71,700, her table amount for one child would have been $621.00 per month for a difference of $182.00 per month. Mr. Snelgrove actually paid $570.00 per month for a difference per month of $388.00 per month, and a total of $1,552.00 for the four months.
>
> Mr. Snelgrove further submits that section 7 expenses, which are reasonable and agreed upon between the parties prior to the expenses being incurred.

[20] Mr. Snelgrove does not agree with the request for retroactively varying the child support obligation to the date it began (August 1, 2008). He further opposes Ms. Snelgrove's suggestion his DVA disability income be considered income for the purpose of child support payments.

[21] Ms. Snelgrove's position as to child support, both retroactive and ongoing, is advanced in her pre-trial submission which states, in part:

> Child Support
>
> 11. The parties do not agree with respect to child support. The respondent seeks the table amount of support based on section 8 (split custody) of the child support guidelines. She also seeks retroactive support.
>
> 12. Currently the petitioner's disability income is not taken into account in determining the petitioner's income for the purposes of calculating the appropriate table amount. The respondent asks that the petitioner's income from all sources be included in the determination of the petitioner's income for child support.
>
> 13. The petitioner's income includes:
>
> - his salary as a member of the Canadian Armed Forces
>
> - his post differential pay
>
> - his disability pension through the Department of Veterans Affairs
>
> The petitioner also has rental income, but on a review of documentation the petitioner has submitted with respect to this property, it appears that the petitioner breaks even on the revenue and expenses. He does not however suffer a deficit as he claims or at least not on the documentation he has filed with the court.

[22] Further, Ms. Snelgrove provides calculations based on her belief of the parties' incomes. These calculations include Mr. Snelgrove's DVA pension (grossed up) as it does not attract income tax. She submits such calculations indicate Mr. Snelgrove should be found in arrears of his child support obligations in the amount of $6,444.00.

4. Division of Matrimonial Property and Debt

[23] The Partial Separation Agreement deals to an extent with this issue. It provides that Mr. Snelgrove conveys his interest in the matrimonial home to Ms. Snelgrove for an amount less than one half of the acknowledged net value of the property. The Agreement also provides for Mr. Snelgrove assuming responsibility for a joint line of credit and other matrimonial debts on the payment to him by Ms. Snelgrove of $25,000.00.

[24] Ms. Snelgrove submits Mr. Snelgrove's military pension and severance allowance are remaining matrimonial assets that were not dealt with in their Partial Separation Agreement. She seeks an equal division of these assets. She acknowledges her pension is also subject to division. Mr. Snelgrove submits that the division of matrimonial assets and debts pursuant to the Partial Separation Agreement amounted to an unequal division in Ms. Snelgrove's favour in an amount exceeding $35,000.00; that to accord Ms. Snelgrove an equal division of the remaining assets would be unfair and inequitable; that Mr. Snelgrove should be allowed to retain in total his pension and severance package. Further, in the event Ms. Snelgrove is awarded an equal share of these remaining assets, her interest should be reduced by an amount of $35,000.00.

CONCLUSION

1. Divorce

[25] I have heard the evidence as to the possibility of reconciliation and determined there is no such possibility. I am satisfied all matters of jurisdiction have been fulfilled. The requirements of the *Divorce Act* have been complied with in all respects and the grounds for divorce as alleged has been proved. The Divorce Judgment shall be granted on the grounds set forth in s. 8(2)(a) of the *Divorce Act* in that there has been a breakdown of the marriage and the spouses have lived separate and apart for more than a year immediately preceding the determination of the divorce proceeding and have lived separate and apart since the commencement of the proceeding

2. Parenting Provisions

[26] There is no existing court order to be varied but there is an Agreement which the parties indicated they were to be "bound by" containing a specific parenting provision. This Agreement must be given some consideration. Although, technically, proof of a change of circumstances as stated in the *Divorce Act*, is not, in this instance, required, I conclude such a change has occurred. Brittany's movement from the home of her mother to reside with her father created such a change not only for her but also for Joshua. Further, the parenting provisions contained in the Agreement are so general as to be, obviously, unworkable at this time. It is in both children's interest to have a fresh look at their ongoing relationship with their parents.

[27] Paragraph 16 of the *Divorce Act* entitled "Custody Orders" provides authority, direction and assistance in dealing with this issue. Paragraphs 16.(8) and 16.(10) state:

> (8) In making an order under this section, the court shall take into consideration only the best interests of the child of the marriage as determined by reference to the condition, means, needs and other circumstances of the child.
>
> . . .
>
> (10) In making an order under this section, the court shall give effect to the principle that a child of the marriage should have as much contact with each spouse as is consistent with the best interests of the child and, for that purpose, shall take into consideration the willingness of the person for whom custody is sought to facilitate such contact.

[28] The Partial Separation Agreement includes the following under the heading "PARENTING PROVISIONS":

> 9. The parties agree that the mother shall have sole custody, care and control of the children.
>
> 10. The parties agree that the father shall have reasonable access to the children at reasonable times upon reasonable notice to the mother taking into consideration the age and wishes of the children.
>
> 11. Each parent has the right to authorize emergency medical care and treatment for the child.

Brittany

[29] As previously noted, pursuant to the Partial Separation Agreement, Brittany was in the custody, care and control of her mother. She is almost 18 years of age and has, since June of 2010, been in the care of and residing with her father. It would appear she has indicated her intention to remain with her father. It would further appear the parents agree -- in the case of Ms. Snelgrove it may be more of an acknowledgement than an agreement – they be joint custodians of their daughter with the primary residence being with Mr. Snelgrove and that her time with her mother to be arranged between she and Brittany. I find it in Brittany's best interest that such be ordered.

Joshua

Custodial Terminology

[30] Ms. Snelgrove, as recently noted, pursuant to their Agreement, is the sole custodian of Joshua. She wishes to continue in this capacity. Mr. Snelgrove seeks that the parents be joint custodians as in the case with Brittany. Ms. Snelgrove believes the strained relationship between parents would create extreme difficulties when conferring as to decisions affecting Joshua's life. The information made available to the court is not supportive of such a conclusion. Granted the parents being joint custodians may lead to some trying encounters which does not preclude both parents from assuming responsibility for Joshua's ongoing life.

[31] It is ordered that both parents be joint custodians of Joshua.

[32] This conclusion creates a situation where the parents are joint custodians of both their children with each having primary care of one of them. In the event, after meaningful discussions, there continues to be a disagreement, the parent providing the primary care shall make the ultimate decision as to the child in their care.

Parenting Time

[33] Mr. Snelgrove currently has parenting time with Joshua six out of nine weekends from Friday after school to Sunday evening. During the other three

weeks, Mr. Snelgrove is responsible for Joshua for a period of time, including two consecutive nights. Ms. Snelgrove's employment requires her to work the weekends when Joshua is in his father's care.

[34] Since the couple separated in May of 2008, Joshua has remained in the primary care of his mother in a home and area where he had lived with both his parents for most of his life. He would appear to be prospering both socially and academically in this current situation. This is attributable not only to his current living quarters but also to the positive involvement of both parents since their separation. Mr. Snelgrove's parenting time, being primarily on the weekends, provides for he and Joshua to be together when he is not in school and more available to be with his father. This would be a time when Joshua's athletic events, which are strongly supported by Mr. Snelgrove, would likely take place. The parents live some distance from one another. Moving Joshua's residence on a weekly basis would be, in my opinion, disruptive. I do not find it would be in Joshua's interest to make a change and deviate from the current arrangement which appears to be serving him so positively. A continuation of the current arrangement is ordered.

[35] The parents have not provided much information as to appropriate parenting time during the non-school time (July, August, Christmas and March Break). The separation occurred in May of 2008 and an agreed pattern may have developed regarding these times. In the event such is not the case, such time should be equally shared between the parents.

3. Child Support - Retroactive and Ongoing

Ongoing Child Support

[36] For the purpose of determining ongoing child support, Ms. Snelgrove's income is determined to be $78,782.00 based on her most recent Income Tax Summary being for the year 2009. A determination of Mr. Snelgrove's salary for the same purpose is not as easily resolved. His assessment notices from Revenue Canada reveal the following:

2007:	line 150	-	total income $77,062.00
2008:	line 150	-	total income $77,796.00

2009: line 150 - total income $104,964.00

[37] A Statement of Income prepared in November of 2009 by Mr. Snelgrove indicates a gross monthly income of $7,927.00 made up of the following:

Gross salary	$6,148.00
Submarine allowance	$783.000
Submarine speciality allowance	$365.00
Post living differential allowance	$631.00
Total	**$7,927.00**

He further noted in this statement a monthly amount of $400.00 being a Veterans Affairs pension which is not taxable and not listed as income by Mr. Snelgrove. He testified at trial to the following adjustments: His gross salary per month increased to $6,294.00. The submarine special allowance remained at $365.00 as did the post-living differential allowance at $631.00. However, his submarine allowance of $783.00 a month has been terminated. These adjustments create a monthly gross income of $7,290.00, annually $87,504.00. Mr. Snelgrove further testified that his Veterans Affairs disability pension has been increased to $579.57 per month. He views this amount as compensation “for injuries and expenses in relation to these injuries.” He does not believe this amount should be considered income for the purposes of providing child support.

[38] Ms. Snelgrove believes not only is this payment income in the hands of Mr. Snelgrove but, for the purposes of child support, it should be “grossed up” as there is no income tax payable on this amount.

[39] In *Marbach v. Marbach*, 2008 ABQB 516, Justice Lee, in dealing with this issue stated:

> **Conclusion**
>
> **Should the Applicant's benefits under his military disability pension be included in calculating child support and spousal support?**

[8] The Applicant's position is that his military disability pension payments should not be included in calculating child support and spousal support. So far as the Applicant has been able to determine, this question has not been directly considered in any reported case in Alberta or any other Canadian jurisdiction.

[9] The Applicant argues that the disability pension award is compensation for injury or illness attributable to military service, and is not income replacement such as is found in provincial workers compensation schemes. The amount of the disability pension is determined in accordance with the assessment of the extent of the disability resulting from injury or disease, and reflects a quantification of the medical (impairment of function) and non-medical (quality of life) aspects of disability.

[10] For these reasons, among others, the Applicant argues that such income is not taxable, and that such amounts are specifically excluded from computation of the table amount of child support, as well as from the spousal support calculation methodology under the Spousal Support Advisory Guidelines.

[11] The Applicant argues that to impute such payments as income pursuant to section 19 of the Child Support Guidelines is inconsistent with the Federal Child Support Guidelines as a whole, and would defeat the legislative purpose behind the disability pension award.

[12] The Respondent's position is that the Applicant's DVA Disability Pension should be included as income for the purposes of setting child and spousal support. Further, because it is non-taxable it should be grossed up to take into account what it would have been had it been taxed.

[13] I conclude that there is binding authority that non-taxable amounts like Disability Pensions generally are to be included in Income, and that those amounts should be grossed up.

[14] Where the issue of DVA-type Disability Pension benefits has been specifically dealt with by Courts in disputed matters, the amounts have been included in Income.

[15] Further, there are several authorities indicating that DVA-type Disability Pension benefits are routinely included in Income, the matter being uncontested.

[40] In *Bridger v. Bridger*, 2008 NSSC 150, Justice Gass stated:

> [17] For the purposes of determining child support, effective August 1, 2006, which is the first day of the month following separation, his income should be based on a gross up' of his Veterans' Affairs Pension, which according to his calculation, is about $34,000.00 a year and according to the petitioner, is about $37,842.00. The parties have agreed that his Canada Pension income for 2006, not including the lump sum, was $12,018.00 and his Canadian Armed Forces Pension was $11,039.00.

[41] In *Cramm v Mason-Cramm*, 2009 NSSC 339, Justice Dellapinna stated:

> [3] Mr. Cramm is an engineer by profession. I concluded that his income as of October 2008 was $130,898.96 comprised of employment income (net of professional fees) of $116,048.96 and a veteran's pension which he receives on a tax free basis which I grossed up to a pre-tax figure of $14,850.00 per year.

[42] I conclude Mr. Snelgrove's disability pension should be considered as income for the purpose of providing child support and, further, should be grossed up.

[43] Accordingly, Mr. Snelgrove's income for the purposes of providing child support would be his annual income from employment ($87,504.00) plus his grossed-up annual income from his disability pension ($10,092.00) for a total amount of $97,596.00.

[44] In most instances a request for retroactive support is one that predates the commencement of the proceeding. In this instance, the proceeding began with the issuance of the divorce petition on January 5, 2010. It is ordered that Mr. Snelgrove's ongoing support obligation begins on January 1, 2010.

[45] From January 1, 2010, to June 2010 (the month Brittany moved to the home of her father) his monthly payment for two children would be $1,317.00.

[46] From June 1, 2010, onwards, Mr. Snelgrove's obligation towards the child, Joshua, would amount to $822.00 per month while Ms. Snelgrove's obligation towards the child, Brittany, given her income of $78,782.00, would amount to $677.00 per month. This would require an ongoing payment by Mr. Snelgrove in the amount of $135.00 per month.

[47] As to ongoing section 7 or special expenses, such expenses should only be incurred after the agreement of the parties and the costs borne in relation to their incomes – currently, Mr. Snelgrove 55% and Ms. Snelgrove 45%.

Retroactive Child Support

[48] The Supreme Court of Canada, in *S.(D.B.) V. G.(S.R.) et al*, 2006 Carswell Alta 976 (SCC), confirmed that a decision to make a retroactive award of child support is at the discretion of the judge. The court discussed issues and factors to be considered in exercising this discretion. They include the following:

1) whether there is or is not an existing court order or agreement;

2) delay by the recipient or payor in seeking the award;

3) conduct of the payor parent;

4) financial circumstances of the child;

5) hardship imposed by a retroactive award to the payor or recipient.

[49] Mr. Snelgrove's obligation to provide child support , beginning August 1, 2008, was created by their Partial Separation Agreement. The amount was $1,070.00 per month for two children. The income tax assessment for Mr. Snelgrove's income in the years 2007 and 2008 was $77,062.00 and $77,796.00. This amount of income would attract a child support *Guideline* table amount for two children in the range of what was stipulated to be paid. While Mr. Snelgrove's income was not stated in the Agreement, it is obvious the *Guidelines* were considered when the monthly payment was finalized. The Agreement required Mr. Snelgrove to provide Ms. Snelgrove with his income tax information by June 15th of each year beginning in 2008. This information was not made available to Ms. Snelgrove. In 2009, Mr. Snelgrove experienced an income increase from the previous year of approximately $27,000.00 going from $77,796.00 to $104.964.00. I conclude he must have been aware that such an increase would require a significantly increased contribution towards the children's support.

[50] I conclude it is appropriate to exercise my discretion and order retroactivity regarding Mr. Snelgrove's child support obligation beginning with the payment of January 1, 2009.

[51] As to Mr. Snelgrove's obligation for the twelve months of the year 2009, I adopt the submission of Ms. Snelgrove set forth in her written pre-trial submissions which stated at follows:

> Tax year 2009
>
> 1) The petitioners Notice of Assessment income of $104,964 with the primary care of the two children with the respondent;
>
> The Table Amount of Support in scenario 2009(a) would be $1,404 per month. The petitioner paid $1,070. The difference is $334 per month or $4,008 in 2009.
>
> 2) The petitioners Notice of Assessment income of $104,964 plus grossed up DVA income of $10,060 (net income $444 per month or $5,328 per year)
>
> The Table Amount of Support in scenario 2009(b) would be $1,522. The petitioner paid $1,070. The difference is $452 per month or $5,424 in 2009.

4. Division of Matrimonial Property and Debt

[52] Mr. and Ms. Snelgrove have pensions that had a value at the date of separation. Mr. Snelgrove will receive a severance allowance that had a value at the date of separation. These items are matrimonial assets. I agree with the respondent's submission the value of these assets are as established as of the date of separation.

[53] As to the division of such assets, the *Matrimonial Property Act* states in paragraph 13:

> **Factors considered on division**
>
> 13 Upon an application pursuant to Section 12, the court may make a division of matrimonial assets that is not equal or may make a division of property that is not

a matrimonial asset, where the court is satisfied that the division of matrimonial assets in equal shares would be unfair or unconscionable taking into account the following factors:

(a) the unreasonable impoverishment by either spouse of the matrimonial assets;

(b) the amount of the debts and liabilities of each spouse and the circumstances in which they were incurred;

© a marriage contract or separation agreement between the spouses;

(d) the length of time that the spouses have cohabited with each other during their marriage;

(e) the date and manner of acquisition of the assets;

(f) the effect of the assumption by one spouse of any housekeeping, child care or other domestic responsibilities for the family on the ability of the other spouse to acquire, manage, maintain, operate or improve a business asset;

(g) the contribution by one spouse to the education or career potential of the other spouse;

(h) the needs of a child who has not attained the age of majority;

(I) the contribution made by each spouse to the marriage and to the welfare of the family, including any contribution made as a homemaker or parent;

(j) whether the value of the assets substantially appreciated during the marriage;

(k) the proceeds of an insurance policy, or an award of damages in tort, intended to represent compensation for physical injuries or the cost of future maintenance of the injured spouse;

(l) the value to either spouse of any pension or other benefit which, by reason of the termination of the marriage relationship, that party will lose the chance of acquiring;

(m) all taxation consequences of the division of matrimonial assets. R.S., c. 275, s. 13; revision corrected.

[54] I do not agree with the primary submission of Mr. Snelgrove that "The division of matrimonial property has been concluded based on the Partial Separation Agreement."

[55] I agree with Ms. Snelgrove the court should not revisit the decision of the parties, reflected in the Partial Separation Agreement, as to their division of particular matrimonial assets and debt. I do not agree with the submission of Ms. Snelgrove that the court should apply the *Matrimonial Property Act* to the remaining assets without regard to the previous disposition of matrimonial property and debt. To divide the remaining matrimonial property equally would amount to an unequal division of the couple's matrimonial assets. The burden is on the party who proposes such an unequal division to establish appropriate reasons for such a conclusion. Such reasons have not been established.

[56] I find, in these circumstances, all matrimonial property and debt should be equally divided. In attempting to create such equality, the following is noted and ordered.

[57] As to Mr. Snelgrove's pension, his entitlement began two years prior to the marriage. The relationship lasted for almost twenty years. Given the length of the marriage and the relatively short period of an entitlement acquired prior to the marriage, it is ordered that the pension be divided equally from it's inception to the date of separation (May 16, 2008). The same will be applicable to the pension of Ms. Snelgrove.

[58] As to Mr. Snelgrove's several allowance, it is also to be valued from the date of entitlement to May 16, 2008. On receiving this severance award, Mr. Snelgrove shall provide Ms. Snelgrove with one half of the after-tax value accumulated from October 9, 1986, to May 16, 2008.

[59] Mr. Snelgrove claims that equalizing the previous division of property and debt would require his receiving in the vicinity of $35,000.00 from Ms. Snelgrove.

[60] Mr. Snelgrove received, after separation, a lump-sum disability payment in the amount of $26,900.00 which he applied to existing matrimonial debt. Mr. Snelgrove's entitlement to this amount was created during the marriage and, accordingly, creates an entitlement for Ms. Snelgrove. The use of this amount to eradicate matrimonial debt would equate to each party contributing $13,500.00 to

such debt. Ms. Snelgrove testified that, on separation, she retained responsibility for a matrimonial debt in the amount of $5,000.00. $2,500.00 of this debt should be attributed to Mr. Snelgrove.

[61] I conclude in what I earlier referred to as an attempt to equally divide matrimonial property and debt, that Ms. Snelgrove is required to pay to Mr. Snelgrove an amount of $19,000.00.

[62] The transfer of funds could be arranged in a number of ways. It could be used to decrease Ms. Snelgrove's interest in Mr. Snelgrove's pension and/or to reduce the arrears of child support that Mr. Snelgrove will owe as a result of this decision.

[63] I ask counsel for the applicant to prepare the order.

J.