The basics of property by Alexandra Harland[1]

This paper discusses some of the basic issues you need to be aware of when giving property advice.

Full and frank disclosure

Both parties are obliged to make full and frank disclosure of their financial circumstances. This is an ongoing and positive obligation on the parties. This obligation applies before parties commence proceedings, and not just after court proceedings have commenced.

Both parties are expected to make a genuine effort to resolve their dispute by participating in dispute resolution processes, exploring options for settlement and complying with the duty of disclosure. A party cannot rely on the fact that the other party has not made a request for a specific document or a category of documents. Stringent obligations with respect to disclosure are set out in chapter 13 of the Family Law Rules 2004 (Cth). Both parties have an ongoing obligation to provide disclosure. It is not a matter of waiting for the other party to ask for particular documents.

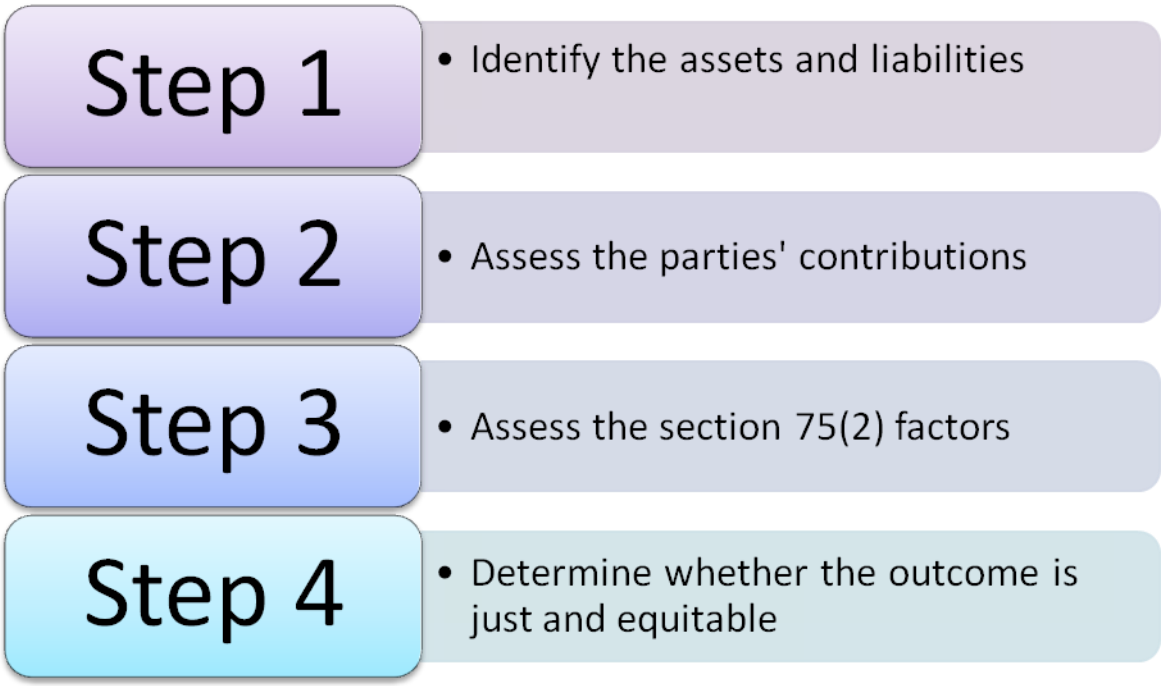
If the court finds that a party has not discharged this obligation, the consequences for that party can be serious. The cases of Black and Kellner (1992) FLC 92-287 and Weir and Weir (1993) FLC 92-338 provide good examples of this. In Black and Kellner the husband failed to make full and frank disclosure, which made it impossible for the court to accurately identify the asset pool. The trial judge also could not assess the husband's income because of this non-disclosure. The trial judge awarded the husband approximately 6% of the known pool. The husband unsuccessfully appealed. The Full Family Court indicated that the husband was lucky to have received any adjustment at all. Weir is another case which concerned no disclosure. It is authority for the statement that once it has been established that there has been deliberate non-disclosure by a party, the court should not be 'unduly cautious' about making findings in favour of the innocent party.

Pre-action procedures

Schedule 1 of the *Family Law Rules 2004* (Cth) sets out the pre-action procedures. Each party is required to make a genuine effort to resolve their dispute before commencing a case by participating in dispute resolution, exchanging notices of intention to file and exploring settlement options in correspondence and making full and frank financial consequences. There can be cost consequences for not following this process (although this is pretty rare).

[1] This paper contains extracts from chapters 12 and 13 of Family Law Principles by Harland et al, published by Thomson Reuters, May 2011

The 4 step process



Step 1

The first step the court undertakes is to identify and value the assets, liabilities and financial resources of the parties as at the date of the final hearing. This first step can be straightforward but can also be a lengthy and complicated process. Without knowing the size and nature of the pool, it is not possible to properly conduct Steps 2 to 4.

Section 4 of the *Family Law Act 1975* (Cth) defines property very broadly. Several cases discuss this issue; however, *Duff and Duff* (1977) 3 FLR 11,211 is the case quoted most often in this context. Property includes real property, personal property, choses in action and goodwill.

Typical examples of property include:

- real property;
- motor vehicles;
- boats;
- shares in public companies;
- shares in private companies;
- jewellery;
- furniture;
- bank accounts; and

- superannuation.

There is also no distinction between personal assets and business assets. It does not matter if the property is in one party's name or the other, or in a business name. Sometimes it will be necessary to examine the nature of an interest in more detail in order to determine whether it is property or a financial resource. A good example of this is a party's interest in a trust. In Kennon v Spry (2008) 238 CLR 366, the majority of the High Court held that the assets of the trust together with the power of appointment by the trustee and the beneficiaries' right to due administration of the trust, combined to constitute property under the Family Law Act 1975 (Cth).

Another question to ask is: 'What is not property'? Not all choses in action will be property. For example, a bare right to sue is not property because it is a personal right and not transferable to another person. A mere hope or expectancy is not property. A capacity to borrow money is not property.

The assets and liabilities to be included in the pool include both personal assets and business assets. The court must take into account all property, however acquired.

Section 79 proceedings are in personam and not in rem so orders can be made requiring a party to deal with a property regardless of where the property is located in the world. Enforcement of those orders is a separate and more difficult issue.

It is important to determine when something is a financial resource and not property as the two are treated differently. It may depend on the degree of control.

A trust is not a separate legal entity. Beneficiaries of discretionary trusts do not have any vested rights as the trustee does not have to make any distributions at all in any given year and does not have to make distributions to any particular beneficiary. The issue can be whether or not a spouse has ultimate control of a trust. Discretionary trusts are commonly used to minimise tax. An indicator of control is whether or not a person can appoint and remove trustees.

Before the introduction of the *Family Law Legislation Amendment (Superannuation) Act 2001* (Cth), superannuation was treated as a financial resource. Some overseas superannuation may still be treated as a resource. Superannuation is now a species of asset. In *Coglan v Coglan* (2005) FLC 93-220, the court stated that superannuation should be included at Step 1.

In Coglan, the majority of the Full Family Court stated that the preferred approach is to prepare two lists of assets, one containing the realisable assets and liabilities and the other containing the superannuation interests. This is now known as the two-pools approach. The logic behind it is that it enables the real nature of the superannuation interests to be taken into account. The court also said that the court should assess the parties' contributions to superannuation regardless of whether or not the parties are seeking superannuation splitting orders.

Debts

Debts are normally deducted from the gross value of assets: Biltoft and Biltoft (1995) 19 Fam LR 82. It will be necessary to look at how and when these debts have been acquired.

Sometimes unsecured liabilities will not be taken into account. The debt may be unlikely to be enforced or it may be unrelated to the marriage. The debt may be too vague and uncertain to take into account.

Contingent liabilities can also present difficulties as they may never be called upon. For example, it is quite common for company directors to have to give personal guarantees for company debts. It would distort the property pool to include the guarantee as a debt because it may never be called upon. It is also likely that the debt will have already been taken into account in the value of the company.

Notional property

Sometimes, a court will include notional property in the division of assets, liabilities and resources. Examples of notional property include money already spent, property disposed of or used for the benefit of one party, or property not accounted for. The most common situation involves add backs for legal costs spent.

Legal costs are not normally treated as liabilities. Whether or not legal fees will be added back depends on the particular circumstances. In Chorn v Hopkins (2004) FLC 93-204, the Full Court said it is ultimately up to the discretion of the trial judge. The court should have regard to the source of funds. Where funds that existed at separation have been used for legal fees, they should generally be added back as both parties are considered to have an interest in those funds. If a party has generated income post-separation or paid using a gift or inheritance, these amounts may not be added back.

In Townsend and Townsend (1995) FLC92-569, the husband sold a taxi licence after separation. It was the premature distribution of an asset in which the wife had a legitimate interest. The court held that it was appropriate for this sum to be notionally added back.

Contributions

The second step requires the court to identify and assess the contributions of the parties. The court will then express those contributions as a percentage of the net assets of the parties.

The concept of contributions in the family law context is very broad and includes financial and non-financial contributions, and direct and indirect contributions. Common examples of contributions include:

- income earned by the parties;
- earnings made from an investment of a party;
- conservation and maintenance of a property;
- improvements carried out to a property by a party;
- inheritances received by a party;
- gifts from family members;
- interest-free loans from family;
- low interest rates through employment;
- assistance provided by family members (eg, for renovations, or caring;
- parenting; and
- homemaking.

This list is not exhaustive.

Contributions made before and after the relationship may also be relevant.

Determining contributions is not a mathematical exercise.

Homemaking and parenting contributions are common examples of non-financial contributions. They can be difficult to assess because, unlike financial contributions, there is no easily discernable financial value attached to them.

Other non-financial contributions include, for example, nursing activities, being an inspiration to an artist and managing the parties' finances.

However, in longer marriages, initial contributions may have less weight because of being weighed against the totality of other contributions. The use of the initial contribution is also relevant. In some cases, a party will continue to make contributions post-separation which need to be taken into account, particularly where that party is caring for children and the other party is able to continue to earn a income.

Often one of the parties' parents will give money or transfer property which benefits both parties. They may also provide other benefits, such as rent-free accommodation or interest-free loans. These gifts will usually be regarded as being a contribution on behalf of the spouse whose parent made the gift rather than as a contribution by both parties, unless there is evidence of a contrary intention.

In some instances, the expectation of an inheritance will be relevant to property proceedings. Fogarty J discussed the treatment of post-separation inheritances in Burke (1993) FLC 92-356. The inheritance can be left out of the pool and can be dealt with as a s 75(2) factor. Alternatively, the inheritance can be included in the

asset pool which increases the recipient's percentage entitlements based on contributions in proportion to the inheritance received.

Inheritances received late in the relationship or after separation may be taken into account as a financial resource under s 75(2). Usually the other party will not be able to claim a contribution to the inheritance.

Short marriages

In short marriages, particularly where there are no children, financial contributions will be closely examined. Where possible, the court will make orders which reflect the parties leaving the marriage with what they came in with. Usually there will be no adjustment for the Family Law Act, s 75(2) factors.

Special contributions

The concept of special contributions gained momentum in the early 1990s, beginning with In the Marriage of Ferraro (1992) 16 Fam LR 1. A special contribution is one which is considered to be outside of the normal range by reason of a party's special skill. It does not only apply to cases involving great wealth, although that has been the trend. It is not limited to financial contributions. This doctrine has been controversial in part because it has tended to be applied to cases involving large amounts of money and to financial contributions, but not to homemaker and parenting contributions.

Negative contributions

There has been much debate about whether or not domestic violence should be regarded as a negative contribution.

In Kennon and Kennon (1997) FLC 92-757, the court did take violence into account when assessing contributions. It said that the court is entitled to do this where a course of violent conduct by one party towards the other has made that other party's contributions no more arduous. This argument has been raised in subsequent cases but only succeeds in exceptional cases. The Full Family Court preferred this approach to the notion of negative contributions.

In Kowaliw (1981) FLC 91-092, Baker J made a statement which has since been often quoted. He expressed the view that financial losses should ordinarily be shared (not necessarily equally) except:

> "where one of the parties has embarked on a course of conduct designed to reduce or minimise the effective value or worth of matrimonial assets; or
>
> where one of the parties has acted recklessly, negligently or wantonly with matrimonial assets, the overall effect of which has reduced or minimised their value."

Some parties will run the argument that the other party has wasted assets. Commonly this will be due to gambling or excessive alcohol intake. Some expenditure on gambling or drinking will be treated as a hobby. It is very much a question of degree and the context of the individual case. Where it is not possible to quantify waste, the court can make an adjustment under s 75(2)(o) of the Family Law Act at Step 3 (assessing s 75(2) factors) rather than at the contribution stage.

Losses are generally shared: *Browne and Green* (1999) FLC 92-873.

Global or asset-by-asset approach?

The court has the discretion to apply different approaches when assessing contributions. In most cases, the court will do this applying the global approach. The global approach assesses a party's contributions to the totality of the assets. In some circumstances, the asset-by-asset approach will be more appropriate. This approach assesses a party's contributions to each asset individually. The court has discretion to use either approach. In most cases, the court will use the global approach. The asset-by-asset approach is used where there is a short relationship. It may also be applicable when there has been an informal settlement and a long separation. he outcome should be the same regardless of whether the court applies the global or asset-by-asset approach.

Step 3

In early cases, these factors were referred to as needs factors but that is misleading. Not all of the factors are prospective. The court must consider how each of the factors which are relevant to that particular case will determine what weight to put on those factors in accordance with its discretion.

In *Clauson* (1995) 18 Fam LR 693, the court discussed the s 75(2) factors. The Full Family Court thought this adjustment was inadequate and referred to the need to look at the adjustment in monetary terms and not just in percentages. They were critical of the tendency for the s 75(2) adjustment to be between 10-20%.They pointed out that, in many cases, the adjustment should be made outside of that range. The critical issue is the impact in money terms.

Where the asset pool is small the s75(2) adjustment will be more significant: *Best and Best* (1993) FLC 92-418; *Mitchell and Mitchell* (1995) FLC 92-601.

Most commonly, an adjustment will be made because of the disparity between the parties' earning capacities and because of care and control of children under the age of 18. Before the reform to superannuation laws in 2001, superannuation was also a significant factor at this step. Often by reason of staying home to care for children, one party, often the woman will have significantly interrupted her career. She will not be able to earn the kind of income she could if she worked full-time without interruption

More recently, the Full Family Court discussed s 75(2) adjustments to small asset pools in GH and CTH [2005] FamCA 734. The net assets were $94,600. Contributions were equal. The relationship lasted 13 years, and there were two children aged five and 13 at the time of the hearing. The court stated that when determining an adjustment to be made under s 75(2), the court must have regard to the monetary result and not just the percentage result. It went on to say that the problem with cases involving small pools is that the adjustment may be hopelessly inadequate.

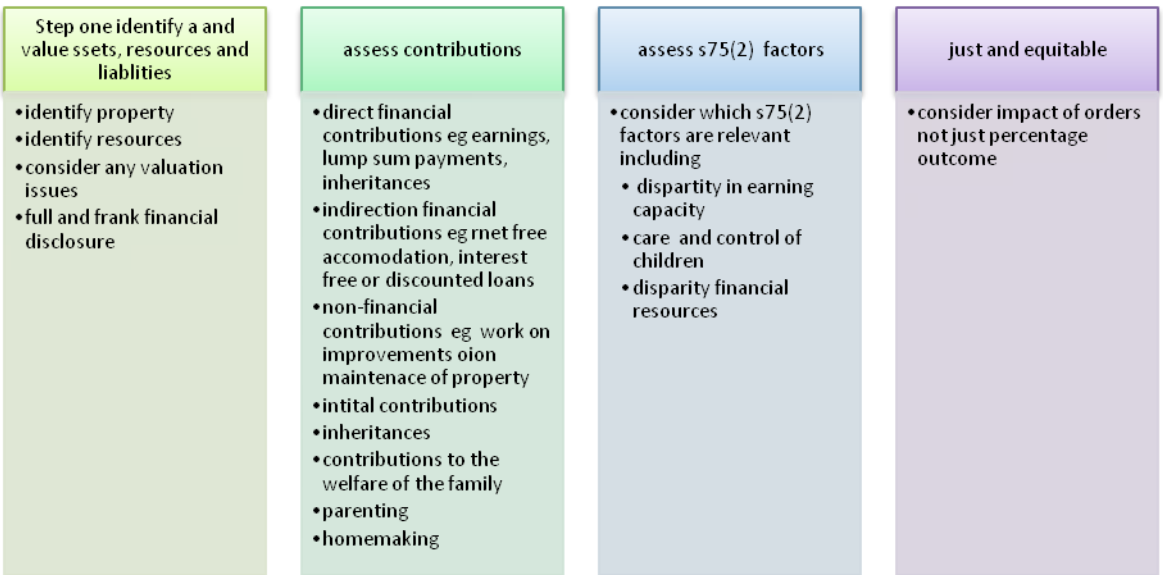
In cases involving small pools, the s 75(2) adjustment may be greater when taking into account the monetary effect of the adjustment.

Step 4

Section 79(1) of the *Family Law Act* grants the court discretion to make orders that it considers just and equitable in the circumstances. However, this is not discretion at large and the court must have reference to the provisions in s 79(4).

The final step is to consider the effect of the court's findings at the earlier steps and to determine an order that is just and equitable in all of the circumstances. It is necessary for the court to consider not just the percentage adjustment but the practical effect of the order.

If the court cannot determine the value of a property, the court will sell it. If a property is to be sold, the court will take into account the realisation costs.



Superannuation

Superannuation cannot be accessed until the conditions of release are met. This is what distinguishes it from other species of assets. The 2001 legislation did not change this. The 2001 legislation does avoid cases having to be adjourned for several years until the superannuation vests.

The 2001 legislation not only provides the court with the ability to 'split' or 'flag' superannuation yes it also provides the court with a mechanism for superannuation interests to be valued and for parties to access information about their own superannuation and their spouse's superannuation entitlement.

Most superannuation funds are accumulation funds. These funds are easy to value. They are similar to managed investment funds. A member's entitlement varies depending on contributions made by the member and the member's employer and on the performance of the investments.

Either the member spouse or the other spouse can access information about a superannuation fund by completing a superannuation information form. Superannuation funds can charge a reasonable fee for providing the information. It is possible to ask for information at different dates. In some cases, it can be important to obtain superannuation information as at the date of cohabitation and separation as well as the current date. Some funds will require a different form for each date. The fees can range from nil to a few hundred dollars.

Defined benefit funds are more difficult to value and parties cannot rely on superannuation statements to provide an accurate figure as, typically, the party's interest in that fund may be worth two or three times the value on the superannuation statement. This is because of the way the member's interest in a defined benefit fund is calculated. It depends on the years of service and salary of the member at the time the member resigns or retires. There are also other variables depending on the rules of the particular fund.

Self-managed funds are another type of superannuation fund. These are funds that individuals can set up themselves. They are subject to strict regulations.

Procedural fairness is an important requirement.

Section 90MU enables the court to make flagging orders. A flagging order is really a type of injunction. This means that one party will not be able to transfer or take out his or her superannuation without a further court order or agreement. Flagging orders are most commonly used when a party is close to retirement or a condition of release of the superannuation. It operates to prevent the trustee of a superannuation fund from making any payments to a member. This may be appropriate where a superannuation interest is going to vest in the near future. This is because the value will soon crystallise. A party may also seek a flagging order pending the resolution of

property proceedings if that party is concerned that the other party might access his or her superannuation and defeat a claim.

Bankruptcy

The interaction between the law of bankruptcy and family law has been a vexed area for many years. Upon a person becoming bankrupt that person's divisible property vests in the trustee: s 58 of the *Bankruptcy Act 1966* (Cth). Some property, including superannuation, is exempt. The reasoning behind having some property being exempt is to prevent the bankrupt from becoming a burden on the state. Exempt property includes tools of trade, some furniture and transport. Superannuation is also exempt.

The *Bankruptcy and Family Law Legislation Amendment Act 2005* (Cth) has given non-bankrupt spouses greater protection in property proceedings. One of the things it did was to insert s 59A into the *Bankruptcy Act 1966* (Cth). This provides that ss 58 and 59 of the Bankruptcy Act, being the vesting sections, are subject to orders made under Pt VIII of the Family Law Act. The bankrupt's income does not vest in the trustee so a non-bankrupt spouse can seek maintenance from the bankrupt spouse.

Section 75 (2) (ha) requires the court to consider the effect of a proposed maintenance order on the ability of a creditor to collect a debt. Neither the creditor nor the spouse is given priority over the other. Section 83(1A) provides protection against parties colluding to use maintenance proceedings to defeat creditors.

In 2005, legislation was introduced to give non-bankrupt spouses rights to share in the property of the bankrupt spouse.

Third parties

Part VIIIAA of the *Family Law Act 1975* (Cth) deals with third parties and gives the court extensive powers. The object of this Part is to make orders under ss 79 or 114 to alter the rights, property interests and liabilities of third parties.

Section 90AE sets out the types of orders the court can make under s 79. These include:

- altering, substituting or changing the proportions in which the parties owe a debt;
- directing a company director to transfer shares even if this overrides the company's own restrictions;
- changing the terms of a trust;
- restraining a mortgagee from taking possession of a property;
- restraining a creditor from commencing proceedings to recover a debt.

Section 90AE(3) states that the court's powers are to be exercised in limited circumstances where it is reasonably necessary. Procedural fairness must be given to the third party. The order must be just and equitable. The court must also take into account the taxation effects of any order.

This section, while discretionary, gives the court great power to affect the rights of third party creditors. The court can transfer a mortgage liability or other debt from one or both parties to the other, or split the debts in different proportions. The court can require the third party to vary or discharge its security.

Orders under this section are only to be made if reasonably necessary for the purpose of effecting a just and equitable property division between the parties under s 79.

Setting aside property orders

Final property orders can be set aside in limited circumstances. The same principles apply regardless of whether orders are made by consent or after a contested hearing. Section s 79A of the *Family Law Act* governs applications to set aside property orders. The applicant must satisfy one of the grounds set out in s 79A(1). These grounds are:

- There has been a miscarriage of justice. This can be because of fraud, including non-disclosure, duress, suppression of evidence, giving false evidence or any other circumstance. The miscarriage of justice must occur at the time of the property orders.[2]
- Circumstances have arisen since the order was made making it impracticable for the order, or part of it, to be carried out. Impracticality of the orders being carried out refers to something that was not reasonably foreseeable at the time the orders were made. It is not enough that a party's financial circumstances have deteriorated, nor can a party rely on one's own default.[3]
- A person has defaulted in carrying out the order and that default has resulted in circumstances arising that make it just and equitable to vary or set aside the order.
- Circumstances of an exceptional nature relating to the care, welfare and development of a child where the child or the applicant caring for the child will suffer hardship if the order is not set aside or varied and another order made. A change in custodial arrangements will not ordinarily be enough: *Simpson and Hamlin* (1984) FLC 91-576. The *Marriage of Sandrk* (1991) FLC 92-260 is an example of a situation where a change in custody arrangements was enough to justify a s 79A order.
- A proceeds of crime order has been made against property of the parties to a marriage or against either of the parties.

[2] *Mollier and Van Wyk* (1980) FLC 90-911.
[3] *Cawthorn v Cawthorn* (1998) FLC 92-805.

The fact that a party has chosen not to receive legal advice will not ordinarily be a reason to set aside orders.

Section 106B

Section 106B of the *Family Law Act* empowers the court to set aside transactions or make orders restraining someone from making a disposition which is made, or proposed to be made, to defeat an existing or anticipated order. It is not necessary to establish that there was an intention to defeat a party's claim.

Not every transaction which is made in anticipation of an s 79 order is likely to defeat a claim. It will depend on the value of the transaction, the value of the property claim and the size of the overall pool. Section 106B applies to both marriages and de facto relationships.

In order for the court to make an order under s 106B, four conditions must be satisfied:

- Proceedings must have already been commenced for other relief.
- There must be an existing or anticipated order.
- The instrument or disposition must have been made by or on behalf of a party.
- The instrument or disposition must have been intended, or is likely to, defeat an existing or anticipated order.

The court has to consider the position of innocent third parties.

De Facto Matters

As a result of the commencement of the *Family Law Amendment (De Facto and Other Measures) Act 2008* (Cth), de facto partners who separated after 1 March 2009 are only able to seek property adjustment orders under the *Family Law Act 1975* (Cth) rather than the various State regimes, unless they reside in Western Australia or South Australia. The *Family Law Act 1975* (Cth) applies to South Australian residents whose de facto relationship broke down after 1 July 2010. Western Australia has not referred its powers and is unlikely to, as it has its own State Family Court.

The new legislation extends the application of the superannuation provisions in Pt VIIIB and the third party provisions in Pt VIIIAA of the *Family Law Act* to de facto relationships.

The definition of a de facto relationship is very important. Section 4AA of the *Family Law Act* sets out the indicators of a de facto relationship. Not all of the indicators need to be present. Often there will be disputes as to the nature and length of a de facto relationship. Unlike marriages, there is no former marker of the relationship which a marriage certificate provides. It is not uncommon to have one party deny that a de facto relationship exists at all. This is why the definition is important.

It is also important to note that the *Family Law Act* only applies to de facto relationships that have broken down. This is because of the wording of the referral of powers by the States. Once the *Family Law Act* applies, it has exclusive jurisdiction such that a party cannot choose to have a de facto matter determined by a State court: s 39A(5).

There are a number of references introduced by the *Family Law Amendment (De Facto and Other Measures) Act 2008* (Cth) to parties being in multiple relationships at the same time. These are now contained in the *Family Law Act*. Section 4AA(5)(B) refers to a person being in a de facto relationship even if that person is legally married or is in a another de facto relationship. The concept of being in more than one relationship at the same time is not new. A spouse (de facto or de jure) of a party to proceedings can apply as a matter of right to intervene in proceedings: s90SM(10). This section anticipates that there may be situations where the proceedings involving the common spouse party will involve issues concerning both that person's de jure (married) and de facto spouse

This will have some costs implications for the partners of the common spouse as the proceedings will necessarily be more complex, involving an argument among three people with competing interests rather than two.

The court only has jurisdiction over de facto relationships which have broken down. This is because of the wording of the referral of powers from the States.

Section 4 of the *Family Law Act* also defines a 'de facto cause'.

A de facto relationship must have existed for at least two years in order for an applicant to make a claim. The point of this requirement is to avoid trivial cases being brought to court. This can be one continuous period or several periods.

The exceptions to the requirement that the relationship lasted for a period or periods of two years are as follows:

- There is a child of the relationship.
- The applicant has made substantial contributions of a kind referred to s 90SM(4)(a)(b) or (c) of the *Family Law Act*, and failure to make an order would result in a serious injustice to the applicant.
- The relationship was registered under a prescribed law of a State or Territory.

Parties must establish a geographical connection to one of the referring States or Territories in order for the *Family Law Act* to apply. Section 90SD sets out the requirements with respect to maintenance applications, while s 90SK sets out the requirements with respect to property adjustments. The requirements are the same for both sections. They are that:

Either party was resident in the participating jurisdiction at the time the application for an order was made; and

That either

- both parties were ordinarily resident for at least a third of the relationship in one or more participating jurisdictions; or the applicant made substantial contributions referred to in s 90SM(4)(a), (b) or (c); or
- the parties were ordinarily resident in a participating jurisdiction when the relationship broke down.

An application for property adjustment or maintenance must be made within two years after the end of the de facto relationship: *Family Law Act*, s 44(5). The issue of separation is a question of fact. There is no definition in the legislation as to the meaning of separation.

The applicant may apply for leave to file an application out of time if the court is satisfied that:

- the party or child would suffer hardship if leave were not granted;
- if the party is applying for maintenance, at the end of the two-year period after the relationship has ended the applicant's circumstances are such that he or she will not be able to support himself or herself without an income-tested pension allowance or benefit.

The reasoning behind this provision is to avoid claims being brought years after the relationship has ended when the respondent may reasonably have moved on, not expecting a claim to be brought.

The substantive de facto provisions in the *Family Law Act 1975* (Cth) largely mirror the provisions for married couples with respect to property adjustment, maintenance, superannuation, third party powers and financial agreements.

The de facto provisions are found in different parts of the *Family Law Act:*

Part VIIIAB, which deals with jurisdiction requirements and threshold issues, property adjustment, maintenance and financial agreements;

Part VIIIB, which deals with superannuation splitting. This Part has been amended to extend its application to de facto relationships.

Part VIIIAA, which deals with orders and injunctions binding third parties. Section 90TA extends the operation of this Part to cover de facto relationships.

Financial agreements for de facto couples are dealt with under Pt VIIIAB Div 4 of the *Family Law Act*. They largely mirror the provisions for married couples contained in Part VIIIA of the *Family Law Act*. These agreements can be entered into before, during or after the relationship has broken down.

There is one difference between the provisions for married couples and those for de facto couples with respect to financial agreements, and that is that financial agreements under Pt VIIIAB can only deal with property and financial resources and not other matters. This is because ss 90UB(3), 90UC(3) and 90UD(3) do not contain reference to other matters. Sections 90B(3), 90C(3) and 90D(3), which apply to financial agreements for married couples, do refer to other matters.

Agreements validly entered into under State laws will be recognised if they meet the requirements of State laws even though they do not meet the requirements of s 90UJ.

Types of order	Marriage	De facto
Property adjustment	s 79	s 90SM
Matters to take into account in maintenance proceedings	s 75(2)	s 90SF(3)
Power of court order in maintenance proceedings	s 74	s 90SE
Urgent maintenance	s 77	s 90SG
Setting aside property orders	s 79A	s 90SN
Financial agreements before cohabitation	s 90B	s 90UB
Financial agreements during cohabitation	s 90C	s 90UC
Financial agreements after relationship breakdown	s 90D	s 90UD
Formal requirements for financial agreements	s 90G	s 90UJ
Setting aside financial agreements	s 90K	s 90UM
Superannuation splitting	s 90MS	s 90MS
Orders and injunctions binding third parties	Pt VIIIAA	Pt VIIIAB Div 3
General powers of the court	s 80	s 90SS