

**IN THE EASTERN CARIBBEAN SUPREME COURT
IN THE HIGH COURT OF JUSTICE
FEDERATION OF SAINT CHRISTOPHER AND NEVIS
SAINT CHRISTOPHER CIRCUIT
(CIVIL)
A.D. 2010**

CLAIM NO. SKBHCV2010/0012

BETWEEN:

DENISE EDRIS WILLIAMS	<i>Claimant</i>
And	
SYLVESTER ALPHONSO WILLIAMS	
(also known as Seymour Williams)	<i>Defendant</i>

Appearances:

Mrs Marguerite Foreman and Ms Teshari John of Seaton and Foreman *for the Claimant*

Mr Nassibou Butler of Butler, Butler and Butler and Ms Marsha Henderson of Henderson Legal Chambers *for the Defendant*

**2011: July 18
November 1
December 16
2012: January 24**

JUDGMENT

[1] **THOMAS J:** By a Fixed Date Claim filed on 21st January 2010, Denise Edris Williams, the Claimant, seeks the following relief against Sylvester Alphonso Williams, also known as Seymour Williams:

1. A Declaration that the property situated at Lot No. 31 Section D19 Frigate Bay, the family home of which the Defendant is the sole registered proprietor, registered in Book R2 Folio 92; Certificate of Title dated 24th April 1992 is owned by the parties in equal shares.
2. An Order that the Defendant transfers the said property registered in Book R2 Folio 92 to the Claimant in her name only as registered proprietor thereof.
3. An Order that the property situate at Lot No. 74 Bladen Housing and registered in Indenture No. 9235 made the 19th day of January 1995 of which

the Claimant and the Respondent are joint tenants be conveyed to the Claimant in her name only as sole owner.

4. A Declaration that the Claimant is entitled to a half interest in the Island Auto Supplies Business established or acquired by the Defendant during the marriage whether such interest is held by the Defendant solely or jointly with others.
5. An Order that the Defendant furnish to the Court full particulars of his property, income and other assets.
6. A Declaration that the Claimant is entitled to a half interest in all bank accounts, fixed deposits, shareholding and investments in the name of the Defendant whether solely or jointly held situated in the of Saint Christopher and Nevis and anywhere in the world located.
7. An Order that the value of the Island Auto Supplies Business be assessed by an independent auditor with the Report of such auditor being submitted to this Honourable Court.
8. An Order that the half share equivalent of such assessed value be transferred to the Claimant.
9. Such further and other relief as this Honourable Court deems just.
10. Costs.

Affidavits

- [2] In this matter, Affidavits were filed by the Claimant, Denise Edris Williams, the Defendant Sylvester Alphonso Williams, Adissa Williams and Yvette Williams. These will be dealt with initially by way of summaries and then by way of full analysis in the course of dealing with the issues.

Denise Edris Williams

- [3] In her Affidavit in Support the Claimant deposes as to her role as homemaker and support in the Defendant's business ventures. She further deposes as to the circumstances in which the land situated at Frigate Bay was purchased and the matrimonial home constructed thereon. And in terms of the support for the Defendant's business the Claimant deposes that she visited Puerto Rico three times per month for this purpose.
- [4] The matter of her own business is also addressed, which according was started between 1996 and 1997; and that the Defendant provided a Dodge minivan for use in her business.
- [5] The Claimant further deposes as to the properties acquired during the subsistence of the marriage and her role in such acquisitions. Mention is also made of the nature of the business carried on by the Defendant's business, being the sale of spare parts and the rental of motor vehicles.
- Denise Edris Williams (response to the Defendant's Affidavit of Defence and Opposition)
- [6] In her Affidavit in Response the Claimant deposes to a number of issues raised by the Defendant. In this regard the Claimant deposes that the Defendant was unemployed

from April 1988 to July of the same year and that it was during this time that the Defendant expressed to her his interest in going into the auto part business.

- [7] The Claimant contends that she was the main source of the Defendant's support after he was terminated and she goes on to deny that the Defendant was buying and selling pre-ordered parts for a year before he decided to stock parts. The Claimant however agrees that the Defendant did secure a loan from the Foundation for National Development (FND) in or about mid 1988.
- [8] At paragraph 31 of her Affidavit in Response the Claimant maintains that she did accounting for the business and kept the books up to date, paid the trader's tax and made deposits. It is also her contention that the Defendant never told her that the business and matrimonial home were his alone. In this connection also, the Claimant deposes that she signed the mortgage documents connected with the home and never raised the issue as to whether she was an equal owner of the matrimonial home.
- [9] As regards Lot No. 74 Bladen Housing Development the Claimant deposes as to the circumstances which it was purchased in accordance with an agreement. She however denies that there was any promise to pay on her part since she was not working. The circumstances surrounding the properties situated at New Haven and Shadwell are also addressed.

Sylvester Alphonso Williams

- [10] In his Affidavit in Defence and in Opposition to the Claimant's Affidavit in Support, the Defendant dwells extensively on the issues and circumstances which led to the dissolution of his marriage.
- [11] The Defendant next deposes as to his work history and the manner in which he set up his spare parts business and the contention that the Claimant played no part in his business, but that he assisted her with her own business venture.
- [12] The matter of the purchase of land at Frigate Bay is next addressed by the Defendant, the circumstances giving rise to the building of a house thereon and the attitude of the Claimant to such construction. Also, deposed to is the matter of the purchase of other parcels of land without any assistance from the Claimant.
- [13] It is also deposed by the Defendant that there was never any agreement, understanding, arrangement and/or intention actual or imputed that the Claimant and himself should own the lots of land aforesaid.

Affidavit in Reply

- [14] Sylvester Alphonso Williams in his Affidavit in Reply essentially denies a number of contentions raised by the Claimant. These include: the Claimant's last pregnancy, his role in raising the children and his attitude to them, denial for financial assistance to him by the Claimant, in his business undertakings and his support for Claimant in her business ventures, denying that the Claimant worked for his business, denial of any communication with the Claimant while the home was being constructed, and denial of any discussion with the Claimant concerning the Bird Rock property.

Adissa Williams

- [15] Adissa Williams in his Affidavit filed on 27th July 2010 deposes as to his relationships with the Claimant and the Defendant being his mother and father respectively. He deposes further that his mother made trips to Puerto Rico in order to shop for Island Auto Supplies.

Yvette Williams

- [16] Yvette Williams in her Affidavit filed on 30th July 2010 deposes that she knows the Defendant for more than 25 years.
- [17] In giving her work history and that of the Defendant, the affiant deposes that she and the Defendant worked for the Defendant's stepfather in a business known as St. Kitts Auto Parts. According to her, she worked from 1977 and the Defendant from about 1979 to 1987, and they both earned \$275.00 per week.
- [18] The affiant deposes further concerning the Defendant involvement in selling pre-ordered auto parts while still employed at St. Kitts Auto Part and continued doing so from after he ceased working at the said St. Kitts Auto Parts.
- [19] The issue of the establishment of the Defendant's own business is also addressed by Ms Yvette Williams and her involvement with the Defendant as a landlord and also as an employee.

ISSUES

- [20] The issues for determination are as follows:
1. Whether the Claimant is entitled to the following declarations and orders
 - a. A Declaration that the property situate at Lot No. 31, Section D19 Frigate Bay, the family home of which the Defendant is the sole registered proprietor, registered in Book R2 Folio 92; Certificate of Title dated 24th April 1992 is owned by the parties in equal shares.
 - b. An Order that the Defendant transfer the said property registered in Book R2 Folio 92 to the Claimant in her name only as Registered Proprietor thereof.
 - c. An Order that the property situated at Lot No.74 Bladen Housing and registered in Indenture No. 9235 made on the 19th day of January 1995 of which the Claimant and the Respondent are joint tenants be conveyed to the Claimant in her name only as sole owner.
 - d. A Declaration that the Claimant is entitled to a half interest in the Island Auto Supplies Business established or acquired by the Defendant during the marriage whether such interest is held by the Defendant solely or jointly with others
 2. Whether the Claimant is entitled to an order that the Defendant furnish to the Court full particulars of his property income and other assets.
 3. Whether the Claimant is entitled to a half interest in all bank accounts, fixed deposits, shareholding and investments in the name of the Defendant whether solely or jointly held situate in the Federation of Saint Christopher and Nevis or anywhere in the world.

4. Whether the Claimant is entitled to an Order that the value of the Island Auto Supplies Business be assessed by an independent auditor with the Report of such auditor being submitted to this Honourable Court.
5. Whether the Claimant is entitled to an Order that the half share equivalent of such assessed value be transferred to the Claimant.
6. Entitlement to costs, if any.

ISSUES NOS. 1, 2 & 3

Whether the Claimant is entitled to the Declarations and Orders as pleaded in relation to the property situate at Frigate Bay, Bladen and Island Auto Supplies.

The Law

- [21] In recent times the law has relied on a constructive trust as being a more appropriate tool of analysis in most matrimonial cases¹. But what is the law involved?
- [22] In *Lloyd's Bank PLC v. Rossett*² Lord Bridge of Harwich said the following in this regard:
- “The first and fundamental question which must always be resolved is whether, independently of any inference to be drawn from the conduct of the parties in the course of sharing the house as theirs and managing their joint affairs, there has at any time prior to this acquisition or exceptionally at some later date, been any agreement, arrangement or understanding reached between them that the property is to be shared beneficially. The finding of to share in this sense can only, I think be based on evidence of express discussions between the partners, however imperfectly remembered and however imprecise their terms may have been. Once a finding to this effect is made it will only be necessary for the partner asserting a claim to the beneficial interest against the partner entitled to the legal estate to show that he or she has acted to his or her detriment or significantly altered his or her position in reliance on the agreement in order to give rise to a constructive trust or proprietary estoppels”.
- [23] The same principles are also outlined in *Stack v. Dowden*³ by Lord Walker of Gestingthorpe thus: “In a case about beneficial ownership of a matrimonial home or quasi-matrimonial home (whether registered in the name of one or two legal owners) the resulting trust should not in my opinion operate a legal presumption although it may (in an updated form which takes account of all significant contributions direct or indirect, in cash or in kind) happen to be reflected in the parties’ common intention”.
- [24] It is beyond debate that the issue of common intention and detriment suffered are central to the matter of constructive trust. In this connection it is the view of the Court that the Frigate Bay property, the Bladen property and Island Auto Supplies may be considered together given the pleadings.

¹ *Abbott v. Abbott* Privy Counsel Appeal No. 142/2000 at paragraph 4 per Baroness Hale

² [1990] 1 ALL ER 1111, 1118

³ [2007] UKHC17 at para 31

Submissions

[25] The following submissions were tendered on behalf of the Claimant in relation to the Frigate Bay property:

- “12. In relation to the construction of the matrimonial home the Claimant states, ‘while I was fully employed at Jack Tar I did as much as I could to participate in the day to day going on of the construction. I went to bank meetings with the loan officers at the Barclays Bank on two occasions. The first, when the officers was calculating prospective monthly repayment figures that we could realistically meet and the second, was when it was time for us to sign the mortgage agreement. I was a good candidate as I was a full time employee at the Jack Tar for about 8 years. I did indeed sign the mortgage documents. I deny that I did so reluctantly; there was never any question as to whether I would be a co-signatory to the mortgage. I trusted the Defendant to do as we had discussed and an issue was never raised as to whether I was an equal owner in the matrimonial home. I therefore deny all of the Defendant’s assertions That I had no interest in the matrimonial home or its construction’. Paragraph 55 of the Claimant’s Affidavit of 21 May 2010, page 135 of the Trial Bundle refers.
13. ‘I trusted the Defendant in his dealings and never imagined that after all the years of marriage and support that he would change his mind and say that everything we owned was now his and his alone. I am deeply hurt by these statements and take solace in knowing in my heart that I did my best for my family and my children’. Paragraph 108 of the Claimant’s Affidavit of 21 May 2010, page 147 of the Trial Bundle refers”.

[26] The following are the submissions on behalf of the Defendant:

Property at Frigate Bay

“It is submitted that it is abundantly clear from the evidence adduced, that the Defendant is sole legal owner of the property at Frigate Bay:-

1. The property held by Certificate of Title in his name **alone**. He alone holds the legal estate in the property. He is sole legal owner of the property. The Claimant confirms this both in her written and oral evidence and also in cross-examination.
2. The Defendant **alone** paid the purchase price of the land. The Claimant confirms this at paragraph 53 in her Affidavit in Response filed on 21st May 2010 and in cross-examination.
3. The Defendant **alone** obtained a mortgage loan from Barclays Bank P.L.C. now First Caribbean International in the sum of \$515,000.00. The Claimant confirms that at paragraph 53 in her Affidavit in Response filed on 21st May 2010 and in cross-examination.
4. The Defendant **alone** signed the Memorandum of Deposit of Certificate of Title. Vide Exhibit “S.W.8”. The Claimant alleges that she and the Defendant signed the loan agreement but this is as far as where her participation in the mortgage loan went, for the Defendant alleges that despite the fact that the Claimant signed the loan agreement

she was not to be personally liable for the repayment of the loan and that her signature was added for the Bank's convenience. Vide paragraph 33 of the Defendant's Affidavit in Defence filed 6th April 2010.

It is to be noted that the Memorandum of Deposit of Certificate of Title was signed by the Defendant alone. The Claimant made **NO** financial contributions whatsoever towards the repayment of the mortgage loan which has been completely paid off. The Claimant admitted this in cross-examination. The loan agreement is not a mortgage agreement and the signing of the loan agreement does not make the Claimant liable to repay any of the loan.

The Claimant admits at paragraph 53 of her Affidavit in Response filed 21st May 2010 that "there was never any agreement that I would make payments towards the value of the property or towards the mortgage repayments". In cross examination she said, "I was working but I did not contribute towards the mortgage.

The Claimant on her own admissions made no direct contributions towards the acquisition of the property, the repayments of the mortgage loan and the material costs and her understanding was that she was not personally liable to repay any portion whatsoever of the mortgage loan. Vide paragraph 53 and 54 of her Affidavit in Response filed on 21st May 2010 and also in cross-examination.

5. The Defendant **alone** made all the repayments on the said loan. The Claimant confirms this at paragraph 53 of her Affidavit in Response filed 21st May 2010 and in cross-examination. Also vide exhibit "S.W.7".
6. The Defendant **alone** paid all the legal fees, surveyor fees, costs, charges and expenses incurred in obtaining the certificate of title for the property. The Claimant has not denied or contradicted this.
7. The property is insured in the name of the Defendant **alone**. The Claimant had not denied or contradicted this.
8. The Defendant **alone** paid all the premiums on the insurance of the property. The Claimant admitted this in cross-examination.
9. The Defendant **alone** paid all the material costs. The Claimant confirms this at paragraph 54 of her Affidavit filed 21st May 2010.
10. The Defendant **alone** was responsible for getting the materials needs for the property. The Claimant has not denied or contradicted this.
11. The Claimant at paragraph 64 and 66 of her Affidavit in Response filed 21st May 2010 **ADMITTS that she did say to the Defendant that "NOT one red cent of her money would go into the house" and in cross-examination she admits the she did not put one red cent into the property.**
12. In his Affidavit in Defence filed 6th April 2010 at paragraphs 36 lines 4 to 8 the Defendant alleged, "At one counseling session Pastor Elston Tuckett asked the Claimant why she has said **at the time when the house was being built** that not one red cent of her

money would go into the house and she replied that she has no plans to move into the house with him so did not help financially or otherwise". This allegation has never been denied by the Claimant and stands uncontradicted.

13. Since the construction of the Frigate Bay property the Defendant alone carried out all the repairs and maintenance to the same and he alone paid for the same in the sum of \$150,000.00. Vide paragraph 38 of his Affidavit in Defence. In cross-examination the Claimant admitted that she did not contribute to the repairs.
14. The Claimant alleges that herself and the Defendant came to a decision to buy the land at Frigate Bay and to build on it. The Defendant denies that there was any decision to buy and/or build arrived at between them. There is some confirmation of this by the Claimant at paragraph 53 and 54 of her Affidavit in Response filed 21st May 2010. The decision to buy and build was all his own because the Claimant showed no interest in what he was doing. A decision to buy and build cannot of itself give the Claimant entitlement to be a beneficial interest. Moreover, the Claimant has said in cross examination that there was never any agreement for her to have an interest in the Frigate Bay property.
15. The Claimant also alleges that, "it was the understanding between me and the Defendant that since he was using profits from the business to build the house that I would maintain the household and the children so that he would not have that on his plate".
16. The Defendant denies this and asserts that he used the Bank's money not profits from the business to build the house and indeed the building of the house commenced after he has received the loan from the bank. So therefore, there could not have been any such "understanding" as alleged by the Claimant.
17. Moreover, the discussion between the Claimant and the Defendant as alleged by the Claimant were not made at the time of the transfer and are incapable of throwing light upon their intentions with respect to the ownership of the property. The onus is on the Claimant. Also the Claimant admitted in cross-examination that there was never any agreement for her to have interest in Frigate Bay property. Also the Defendant asserts in his oral evidence that he did not do or say anything to give the Claimant the understanding that she had a share in the said property at Frigate Bay.
18. The Claimant has furnished no reasons whatsoever why the property was acquired in the sole name of the Defendant. Despite the fact, that she alleged that they decided to buy and build and she attended two meetings at the Bank and she signed a loan agreement.
19. The obvious reason is that there was no intention that the property should be acquired in both names for the Claimant as alleged had no plans to move into the house with the Defendant so the Defendant did the purchase and construction all on his own for the Claimant

- had no intention of putting one red cent of her money into the house and in fact did not put one red cent of her money into the building.
20. From the evidence it is obvious that the parties arranged their finances separately. There was no joint savings account in the names of the parties, no pooling of the resources together. The parties maintained separate bank accounts save from the joint chequing account. There was a joint chequing account in which the Defendant alone deposited monies to be used for household expenses only. In cross-examination the Claimant admits that the chequing account was opened solely for paying the household expenses when the parties were residing at Frigate Bay. When the joint chequing account was opened she never put any money in it. The Defendant never wrote any cheque from this account. In cross-examination the Claimant also admitted that she never put any monies into the joint chequing account.
 21. With regard to the discharge of their outgoings and other household expenses the Claimant alleges in her Affidavit in Support filed 21st January 2010 that when she married the Defendant in April 1988 he was not working. After they lived at Cayon Street and her money was running the household. Wherever they lived before moving to Frigate Bay, she paid half the rent, phone bills and bought all the stuff and took care of all the needs of the children.
 22. In her Affidavit in Response filed 21st May 2010 she alleges that the Defendant had stopped working at St. Kitts Auto in January 1988 and he re-commenced work (as self-employed) about July 1988. In the interval she took on the responsibilities in the home (which was not at Frigate Bay) and even before marriage she was assisting the Defendant financially. She was his main source of support and before and after the marriage she supported him. She denies that he was selling pre-ordered parts for one year before he decided to stock parts although she does not recall when the Defendant started selling pre-ordered parts. She does not believe that he kept pre-ordered parts in the home at Cayon Street. The Defendant was not able to maintain the then two children, herself, the running of the home and starting a new business while unemployed with her financial assistance. Finally, she alleges that she has been financially responsible for the food and utilities and the children's needs for about a year and a half after the business was set up in Shaw Avenue.
 23. All the above alleged by the Claimant obviously took place before the acquisition and construction of the property at Frigate Bay which at the time was not in the contemplation of the parties and therefore bears no relevance to the property at Frigate Bay.
 24. However, in his reply to the above, the Defendant in his Defence alleges that he ceased to work at St. Kitts Auto in January 1987 and began working for himself in the auto supplies business selling pre-ordered auto parts and supplies from his home at Cayon Street for over one year before he got married and it was very successful. He

started the business from his home at Cayon Street using the contacts and catalogues for auto parts overseas that he already had. To fuel the auto business from his home he used the money he saved while working as General Manager for St. Kitts Auto. He bought and delivered pre-ordered auto parts and kept them at his home. He travelled to Puerto Rico weekly to purchase auto parts for his business. During this time, the Claimant was still living with her mother at Park Range and he religiously took care of all their needs and supported them financially and otherwise.

25. The Defendant has fortified his above assertions by his statement in paragraph 21 of his Affidavit in Defence filed on 6th April 2010.
26. Support for some of the Defendant's allegations above i.e. paragraph 25 is to be found in the written and oral evidence of Yvette Williams.
27. The Defendant also alleges that he alone paid \$400.00 per month rent for Cayon Street premises from 1984 to 1990. He alone took care of all the finances in the home which included utility bills, cable, food, clothing, medical bills and medical supplies. He alone paid for the children's tuition fees and school supplies and he took care of all the needs of the Claimant and children. He denies that the Claimant supported him and ran the household with her own monies.
28. All the above alleged by the Defendant obviously took place before the acquisition and construction of the property at Frigate Bay which at the time was not in the contemplation of the parties.
29. After the acquisition of the property at Frigate Bay

The Claimant's allegations in paragraphs 17 and 18 in her Affidavit in Support and paragraph 24 of her Affidavit in Response concerning her contributions to the outgoings of the property and household expenses have been refuted by the Defendant in paragraphs 21, 24, 73 and 74 of his Affidavit in Defence and paragraph 15 of his Affidavit in Reply filed 13th July 2010. In cross-examination the Claimant admitted that the Defendant had in fact been shopping for household goods in bulk in Puerto Rico.

At paragraph 27 of her Affidavit in Response the Claimant admitted that the Defendant habitually contributed to the household expenses. There is a similar admission by the Claimant at paragraph 51 of her Affidavit in Support and in her cross-examination the Claimant admitted that the Defendant continues to pay the bills even after he closed the chequing account. The bills are being paid even though the account is closed.

In *Stack v. Dowden* at paragraph 141 lines 10 to 16 and also at paragraph 143 Lord Newburger doubted the importance of the discharge of the outgoing and other household expenses as a factor to be considered.

30. There is nothing to indicate that the Claimant performed any significant labour in relation to the property at Frigate Bay”

Analysis

- [27] It is common ground that in this circumstances where the legal and beneficial ownership is vested in one person, the onus rests on the person who claims otherwise to show that he or she has an interest.
- [28] In submissions on behalf of the Claimant the emphasis is on what the Claimant did while the matrimonial home at Frigate Bay was under construction. However, in her Affidavit in Support the Claimant deposes as follows at paragraph 16:
- “In 1992 the Defendant and I decided to buy the freehold property at Frigate Bay where we intended to build the matrimonial home. The purchase price of the property was \$68,256.50 and the construction costs of the house amounted to approximately \$800,000.00”.
- [29] Further at paragraph 53 and 56 of her Affidavit in Response the Claimant says this:
- “53. It was always discussed and agreed between us that the matrimonial home at Frigate Bay would be paid for by some of the rental income from the apartments as well as by income generated by the Island Auto Supplies business. There was never any agreement that I would make payments towards the value of the property or toward mortgage payments.
56. I deny the Defendant’s assertions in paragraph 32 that he and I never discussed the decision to purchase land at Frigate Bay for the construction of the home. The Defendant told me that we could purchase the land from the bank because its purchaser had defaulted on his loan and now it is being sold by the bank. The matter was discussed by us both and we agreed to proceeding with the understanding that we would construct the family home or that property using money that the business generated and rental of apartments to support the servicing of the loan”.
- [30] In the case of the Defendant the submissions for the most part are aimed at showing comprehensively that as far as the property at Frigate Bay is concerned, the Defendant did almost everything alone without the involvement of the Claimant. The point is also made that the property was purchased in the sole name of the Defendant, although the Claimant contends that she was always intimately involved in the purchase and the borrowing of money to build the matrimonial home. Indeed at paragraph 32 of his Affidavit in Response the Defendant deposes that:
- “There was never any discussion made between myself and the Claimant to buy the land or to build the matrimonial house on the said land”.

Conclusion

- [31] In the view of the Court the submissions on behalf of the Claimant cannot stand scrutiny and the contention that she did all that she could while employed at Jack Tar is not supported by the evidence. This includes the paying of the mortgage which did not contain any payments by her.

- [32] It will be recalled that the law requires evidence of some agreement or understanding between the parties. Also the Court can draw an inference in this regard in view of the conduct of the Claimant sought to show that there was an agreement with respect to the Frigate Bay Property. This is vehemently denied by the Defendant and the clear evidence, which the Court accepts as true, is that the Defendant did most if not all things with respect to the said property himself including recent repairs.
- [33] It is the Defendant's contention that the property situate at Bladen was intended to be the site of the matrimonial home because of the proximity to Basseterre and certain critical services and institutions. Significantly this property is registered in the names of both parties which contrast with the Frigate Bay property in the sole name of the Defendant. This unchallenged fact regarding the Bladen property does not help the Claimant's onus, and supports the Defendant's case.
- [34] Another significant fact is that the Indenture with respect to Bladen is dated 19 January 1995 whereas the Certificate of Title for Frigate Bay is dated 24 April 1992. The question then becomes this: why would there be a purchase of land in 1995 for a matrimonial home in the names of both parties when according to the Claimant, there was already a property purchased for the matrimonial home? In the view of the Court this does not add up.
- [35] Then comes the "not one red cent" statement which the Claimant admitted she made but contends that it was made in anger. This differs from the Defendant's account as given at paragraph 36 of his Affidavit in Defence. He deposes in part as follows:
- "At the time when the house at Frigate Bay was being built, the Claimant emphatically announced to me that not one red cent of her money would go into the house. In that year 2000, we started seeing a counselor after we both realized that the marriage was heading down hill. At one counseling session Pastor Elston Tuckett asked the Claimant why she had said at the time when the house was being built that not one red cent of her money would go into the house and she replied that she had no plans to move into the house with me so did not help financially or otherwise. The Claimant did not even assist with the ordering of the building materials for the workmen even during her free time. I therefore had no alternative but to leave my business on numerous occasions to order materials . . . to ensure that everything was being done as specified on the building plans. The Claimant never participated in the decision making concerning the construction of the matrimonial home".
- [36] The Court accepts the Defendant's version of the 'not one red cent' statement and draws the conclusion also that the said statement reflects the Claimant's attitude towards the house generally, and in any event the statement cannot co-exist with a common intent. The fact that the Claimant cleaned and mopped the house does not advance her case as such actions do not carry much weight in this context⁴ so as to give rise to a beneficial interest in the property.
- [37] In any event the Claimant was quite pellucid in terms of her non-contribution to the Frigate Bay property and testified in part in cross-examination as follows:

⁴ See for example: *Cupid v. Thomas* [1986] 36 WIR 182

“At Frigate Bay I did not pay any of the house expenses. I was not working. After I started working I did not contribute because the current account was opened. I did not pay the insurance or property taxes.

The land at Frigate Bay was acquired before the matrimonial home was built. I did not contribute. I did not contribute to the acquisition. I did not pay any legal fee”.

- [38] In **Abbott v. Abbott** one of the factors considered and accepted by the Court in the context of common intention was the fact that the parties held a joint account to which they both contributed and paid expenses therefrom. In contrast in this case which there was a joint account established by the Defendant the Claimant made no contribution to it. According to her testimony in cross-examination the money in the account came from the rental of the apartments. It was also her earlier testimony that she had her own account and the Defendant had his separate account.
- [39] Therefore, having regard to the submissions on both sides the law and the evidence the Court is unable to find any agreement, or understanding between the Claimant and the Defendant giving rise to a common intention to purchase the Frigate Bay property and build a home thereon so as to give rise to one of the constituents of a constructive trust. Nor can any inference be drawn to this effect based on the conduct of the parties.
- [40] In re-examination the Defendant testified as follows:
 “I had the Claimant sign because she was the mother of my children and she was the fittest person to sign. My children would have a home. At that time I had three children all with the Claimant. It was the only reason I used the Claimant to sign the loan agreement”.
- [41] Learned counsel for the Claimant sought to take refuge in the foregoing as giving rise to the common intention. The Court sees otherwise, since it is clear that the Defendant is talking about a home for his children, as distinct from his former wife. Critical too, is the final sentence which includes the words the “only reason” he did what he did.
- [42] Even if the Court is wrong in so far as the common intention is concerned, the issue of detriment falls to be considered. And again, the onus would be on the Claimant to show that he acted to her detriment on account of the common understanding. But, it is clear from the Claimant’s testimony that there was no detriment not even in respect of the mortgage as she never contributed for the duration of the legal obligation to pay. Cleaning the house is not a serious element of detriment. At the same time providing for children is a normal parental obligation shared with the Defendant, which the Court accepts they both performed admirably. And it must not be overlooked that the constituents of the constructive trust are conjunctive.
- [43] Therefore, in the absence of any agreement or understanding between the Claimant and the Defendant or any reasonable inference being drawn by the Court regarding a common intention to share the Frigate Bay property, it is the conclusion of the Court that the Defendant is the sole beneficial owner of that property.
- [44] In view of the foregoing, the prayer seeking an order that the property registered in Book R2 Folio 92 be transferred to the Claimant is denied.

Lot 74 Bladen Housing Development

- [45] It is common ground that Lot No. 74 Bladen Housing Development is registered in the names of the Claimant and Defendant as joint tenants. However, at the trial the Defendant testified that he had no objection to the Claimant becoming the sole legal and beneficial owner of the said property.
- [46] Accordingly, it is the order of the Court that the Defendant, by way of deed of gift, his interest in the said Lot No. 74 Bladen Housing Development within ninety (90) days of this Order.

Island Auto Supplies

- [47] The matter of Island Auto Supplies falls with the same legal vortex as the Frigate Bay and Bladen properties in that a common intention and detriment suffered by her must be established by the Claimant having regard to her prayer.

Submissions

- [48] The following submissions were made on behalf of the Claimant:

“Common Intention

43. It is the Claimant’s case that she was 16 years old, a very young person, and still at school when she first met the Defendant. He was 21 years old. It is a fact that Island Auto Supplies was not in existence at that time.
44. In 2005, 24 years and 4 children later the Island Auto Supplies business was thriving and very successful – due in part, of course, to the Defendant’s hard work and expertise, but we submit that success was more easily achieved because of the Claimant’s frugality as a partner and a supportive wife and her role as a mother and primary care taker of four children and home.
45. We submit that the Claimant, who entered into a relationship and continued to nurture that relationship, trusted that they were working together for the building of a family for the joint benefit of that family. It is the Claimant’s case that her primary role was the family and we submit that everything that she did was not for the benefit of the family. In the same way, she believed and accepted that everything that the Defendant did was for the benefit of the family as he had told her. The Claimant states at **paragraph 14 of her Affidavit of 21 January 2010 (page 8 of the Trial Bundle)** ‘The Defendant always said that all he wanted was the best for us and that was why he wanted to go into the business. He said he was doing all of this for his family’.
46. We note that when the Defendant was asked in re-examination what he meant by ‘primary role’, the Defendant responded thus *‘the role of a wife is to take care, as I know it growing up to take care of the home, family and children, and that is what I expected from my wife’*.
47. However, at paragraph 91 of the Defendant’s Affidavit of 6 May 2010 (page 64 of the Trial Bundle) he stated, *‘it was never at any time agreed between myself and the Claimant that she should be caretaker of the home or a full-time housewife’*.

48. We submit that the fact that the Defendant was able to state to this Honourable Court in clear terms what he expected of a wife and mother, that it is not unreasonable to believe the Claimant's evidence that the Defendant expressed her role to be the primary care taker of the children, family and home. We submit that, that was the understanding of them both; that was what was expected of her while he went out to build the business. We submit that by extension, it was not unreasonable for the Claimant to believe that the benefits earned through the business were to be shared by them both".
- [49] Specifically in relation to Island Auto Supplies the submissions are as follows:
- "65. The Claimant has provided great detail of her contributions to the Defendant and by extension the Island Auto Supplies business which generated the money which financed directly or indirectly the purchase of all the matrimonial property. These can be found primarily in:
 - a. **Claimant's Affidavit of 21 January 2010 (pages 6 – 17 of the Trial Bundle)** paragraphs 12, 13 , 14, 15, 17, 18, 25, 26, 27, 28, 29, 30, 31, 33, 54, 55, 56 and 58.
 - b. **Claimant's Affidavit of 21 May 2010 (pages 122 – 147 of the Trial Bundle)** paragraphs 14, 15, 16, 18, 19, 20, 31, 45, 46, 47, 48, 72, 75, 77, 79 and 84.
 - 66. The Claimant refers to her primary role of wife, mother and care giver as was prescribed by the Defendant; her secondary role in supporting the Defendant in growing the Island Auto Supplies business; her efforts undertaken to generate income for the family thereby preserving the funds of the primary income earner for the family, the Defendant and by extension the Island Auto Supplies business.
 - 67. The Defendant responds to the Claimant's numerous assertions in this Affidavit which can be found primarily in:
 - a. **The Defendant's Affidavit of 6 April 2010 (pages 44 – 65 of the Trial Bundle)** paragraphs 15, 18, 19, 23, 31, 47, 49, 50, 51, 54, 55, 90 and 91.
 - b. **The Defendant Affidavit of 30 July 2010** (not included in Trial Bundle but is in the Court file) paragraphs 4, 11, 13, 16, 25, 26, 27, 36 and 42.
 - 68. The Claimant has maintained in her Affidavits that the Island Auto Supplies business began in July 1988, particularly in **paragraph 14 of her Affidavit of 21 May 2010 (page 126 of the Trial Bundle)**. She says that she remembers this because she recalls that their second child, Pavlova, was born in 1987 and that the Defendant continued to work with his stepfather after that. She states that he continues with his stepfather until January 1988. They were then married in April 1988.
 - 69. The Defendant states at **paragraph 18 of his Affidavit of 6 April 2010 (page 47 of the Trial Bundle)** that he began the Island Auto Supplies business in 1987 while the Claimant was still his girlfriend and not

living with him. He states at the said paragraph 18 that following the ending of his employment with St. Kitts Auto Supplies in 1987, *'I decided that I do not want to work for anyone'*. He continues at **paragraph 19** that *'I did that for about a year and a half and it was very successful'*.

70. The Defendant's witness, Ms Yvette Williams, stated in her **Affidavit of 30 July 2010 at paragraph 7 (page 165 of the Trial Bundle)** that 'in 1984 while the Defendant was still living at Cayon Street, Basseterre, St. Kitts and **still working for St. Kitts Auto Parts** he used to sell pre-ordered parts from his home at Cayon Street aforesaid. However, in her evidence at trial, on cross examination, Ms Yvette Williams states that the Defendant started selling pre-ordered parts in **1986**.
71. We submit that this tenuous evidence of the Defendant's witness ought to be considered unreliable, particularly as it seeks to provide support for the Defendant's assertion that he was an accomplished businessman before he and the Claimant were married. We say that the Claimant's evidence in this regard has always been consistent.
72. It is to be noted that it became clear under cross-examination that Yvette Williams had no first-hand knowledge of many of the matter to which she had deposed in relation to the personal interactions between the Claimant and the Defendant and what they may have agreed between themselves on any matters.
73. We also say that throughout the Defendant's Affidavits, he makes several generalized statements, to the effect that the Claimant never did certain things. For instance, at **paragraph 49 of the Defendant's Affidavit (page 55 of the Trial Bundle)** he states, 'she [the Claimant] never did any bookkeeping for the business save a few time she completed slips for bank deposit'.

[50] The following submissions are made on behalf of the Defendant:

- "11. The whole course of conduct of the parties in relation to the Island Auto supplies business shows that:-
 - i. Island Auto Supplies was never and is not a partnership business or family business but was and still is the solely and wholly owned business of the Defendant.
 - ii. Island Auto Supplies was never an employee or partner in the Island Auto Supplies business.
 - iii. While the Defendant was busy promoting Island Auto Supplies business the Claimant was also busy promoting her various businesses separate and apart from his.
 - iv. The Defendant greatly assisted, supported and encouraged the Claimant in all her business undertakings and in the promotion of her various businesses separate and apart from his own business. He supported her substantially, financially and otherwise in her business of selling ornaments etc. he substantially assisted her and supported

her financially and other in her business of selling fruits etc. he significantly assisted and supported her financially and otherwise in her variety store business. The Defendant assisted the Claimant in getting a job at Jack Tar Resort and he had been her main support if not her sole source of support.

- v. It was never the intention of the parties that the Defendant should have a beneficial share or interest in the Claimant's business.
- vi. The Claimant's minimal contribution to Island Auto Supplies cannot entitle her to a beneficial interest therein.
- vii. Upon the Claimant's own admission in her written and oral evidence the Defendant did not want her or any of her family in his business and did not want her to work in his business.
- viii. There is no evidence to suggest that her home making and taking care of the children enable the Defendant to better able to pay the mortgage on Bird Rock property and Frigate Bay property.
- ix. There is no evidence to suggest that the Claimant's contribution if any to the family expenses were such as to [relieve] the Defendant from expenditure on the family and assist him in the payment of the mortgage loan.
- x. The Claimant's own admission both in her written and oral evidence, that the Defendant said he did not want her or any of her family in his business and that the Defendant would not let her work in Island Auto Supplies business militates against any common intentions with respect to Island Auto Supplies that the Claimant should have a beneficial interest in the business.

Analysis

- [51] The governing legal principles dictate that the common intention must arise at the time of the acquisition of the property or exceptionally at a later date. In this case the time must be when a decision was taken to establish Island Auto Supplies as a business.
- [52] The Claimant places heavy emphasis on the time when this business was established. But while this is important it is not critical. What is critical is whether at the time of the decision to establish the business subsequently the parties had a common intention to establish said business and develop it. In this context paragraph 14 of the Claimant's Affidavit in response is relevant:
 - "14. I deny paragraph 15 of the Defendant's Affidavit in that we were married in April 1988 the Defendant was unemployed. He had stopped working at St. Kitts Auto, his step father's company in January 1988. I remember that he continued working in St. Kitts Auto during 1987 because Pavlova, our second child was born in July 1987 and he was still unemployed there after she was born. When he stopped working with his stepfather in January 1988 he was not working until about July 1988. It was during that time when I took on responsibilities in the home. Even before we were married that April I was assisting the Defendant financially as I was employed at the Jack Tar Resort".

[53] The foregoing was in response to the following deposed by the Defendant in his Affidavit in Defence

- “15. When I married the Claimant I was already working selling pre-ordered auto parts and supplies from my home at Cayon Street, Basseterre where I kept auto parts that I ordered for customers. I was making profit from the business and my money ran the household not the Claimant’s money. She never told me what she did with her money that she earned.
18. I was employed as a General Manager of St. Kitts Auto until 1987 when my services were terminated when my stepfather and my mother separated. That business belonged to my stepfather, Leslie Richardson. At the time I was living at Cayon Street aforesaid upstairs Ada Richardson building. I was alone and I was paying my own rent and had been doing so for about two years. After I was terminated I decided that I do not want to work for anyone. While at home I started to work on developing my own auto supply business. I had catalogues and contacts for auto parts overseas and I started taking orders from customers who needed items for their vehicles and specialized in getting items that were urgently needed. I used my own money that I had saved to get the business going.
19. Initially I was not stocking parts, just buying and delivering pre-ordered items and stocked these at home. I did that for about a year and it was very successful. During that time I would travel to Puerto Rico weekly in order to buy auto parts to meet my customer’s needs and to build the business. At this time the Claimant (then my girlfriend) was still living with her mother at Park Range. We already had two children namely Adissa and Pavlova. I supported my children fully. At no time did the Claimant play any part whatsoever in my business. It was my idea and I alone worked at it. I never consulted her concerning the business for she knew nothing about the auto business”.

[54] The basic flaw in the Claimant’s case in this connection is reflected in the following testimony in re-examination: “I did not meet the Defendant with Island Auto Supplies. It came into being after we came together. I was with the Defendant when Island Auto Supplies came into being.” The fact of being with the Defendant is not the issue. It is whether at this time of decision to establish the business there was an agreement or understanding between the parties.

[55] With that the principle must again be re-stated which is that a constructive trust arises from an agreement, understanding express or implied or from an inference drawn by the Court to that effect. In this context certain facts are critical and the Court accepts the following as being factual:

1. The Defendant had exposure to the auto parts business from about the age of nine while spending time in St Thomas with his stepfather who operated such a business.
2. The idea of operating an auto parts business grew out of this exposure in St Thomas.
3. From the age of seventeen the Defendant worked at St Kitts Auto and eventually became General Manager of this business.

4. The Defendant was terminated in January 1988.
5. The Defendant decided at this time that he did not want to work for anyone.
6. In January 1988 the Claimant and the Defendant did not live together.
7. The Defendant's decision to start was taken immediately after his termination.
8. After his termination the Defendant became self employed by pre-ordering auto parts while still living alone.
9. There is no evidence to suggest that the Claimant was party to or contributed to the Defendant's decision to start his own business.
10. At a later stage the Defendant by himself obtained a loan of \$40,000 from the Foundation for National Development for the purpose of expanding his business. This is acknowledged by the Claimant.
11. By Implication pre-ordered parts do not give rise to a serious issue of stocking or storing them. This was acknowledged by the Claimant by implication in her re-examination.

[56] It is therefore the conclusion of the Court that there was no agreement or understanding between the Claimant and the Defendant regarding the establishment of the business, Island Auto Supplies. And no reasonable inference can be drawn to this effect based on all the conduct of the said parties. The fact that the Claimant was married to the Defendant at the early stage of the business does not satisfy the requirements of the law.

[57] Again, if the Court has fallen into error on the question of agreement or understanding regarding the business, the issue of detriment arises. And in this regard the Claimant has sought to show what she did to assist the business. These are trips made to Puerto Rico, did accounts and ensured that the taxes were paid.

Trips to Puerto Rico

[58] It is common ground that such trips were made by the Claimant in order to collect auto parts for the business. The Claimant's evidence is that she made three trips per month between 1994/1995 and 2003⁵. The fact of the trips is not disputed by the Defendant who testified that the trips were not many and that she did go to Puerto Rico at times for the said purpose. And while the stamps in the Claimant's passport, as exhibited, show visits to Puerto Rico, there is nothing to suggest the purpose of the said visits so they are at large, plus the Claimant carried on her own business for which goods were purchased from Puerto Rico.

[59] There is also no evidence to suggest that the Claimant paid for the expenses for those trips or provided the money to pay for the parts ordered and purchased. Again, whatever trips were made cannot stand by themselves. They must rest on the common intention.

⁵ Affidavit in response at paragraphs 77 and 85

Accounts

- [60] The preparation of accounts for the business is addressed by the Claimant but this claim cannot stand up to scrutiny. For instance at pages 29 to 37 of the Trial Bundle the Claimant exhibits DW3 and at paragraph 30 of her affidavit in support she deposes that they are extracts from the cash books which she had in her possession.
- [61] There are a number of unanswered questions. First, what indicates that they were prepared by the Claimant? Second, what identifies the documents as coming from Island Auto Supplies? In any event, both the Defendant and Yvette Williams, an employee at the business, both cast doubt on the Claimants' claim in this regard.
- [62] In cross-examination the Defendant testified as follows in this connection:
- “The Defendant said she did books for Island Auto Supplies. The Foundation for National Development taught me how to do the books. Yvette Williams also. I cannot say she never did anything – once or twice, she did not do it all the time. We had a general accountant who came to back check and the Foundation for National Development also came and checked.”
- [63] The Court accepts the above testimony of the Defendant as being truthful.

Trader's Tax

- [64] At paragraph 31 of her Affidavit in Response the Claimant deposes that she paid the Trader's tax. The only other evidence on this issue is that of Yvette Williams who said that the Claimant never paid such tax while she was present.
- [65] Given the fact that the Defendant conceded that the Claimant did prepare the accounts once or twice and given the obvious connection between the accounts and the Trader's tax, the inference can be drawn that the Claimant did pay the tax on a few occasions. Again, this must arise from the common intention to establish the business known as Island Auto Supplies which does not exist. The Claimant's submission on contribution made to the business must be attributable to common intention.

Conclusion

- [66] It is therefore the conclusion of the Court that there was no agreement or understanding between the Claimant and the Defendant regarding the establishment, and what the Claimant did in relation to the said business was not based on agreement or understanding aforesaid. The Order sought is refused.

ISSUES NOS. 7 & 8

Whether the Claimant is entitled to an Order that the value of Island Auto Supplies be assessed by an independent Auditor with the report of such auditor being submitted to this Court; and whether the Claimant is entitled to an order that half share equivalent of such assessed value be transferred to the Claimant.

- [67] In view of the ruling of this Court that the Defendant is the sole legal and beneficial owner of the business known as Island Auto Supplies, the reliefs prayed for in the above issue are denied.

ISSUE NO. 5

Whether the Claimant is entitled to an order that the Defendant furnish to the Court full particular of his property income and other assets.

- [68] This issue poses a serious difficulty for the Court since the Claimant in her Affidavit in Support at paragraph 43 identified the "several properties.... acquired and registered in either the Defendant's name only or both our names." Also identified were the businesses carried on at Island Auto Supplies, including the vehicles used for rental purposes. The Court is now being asked to order the Defendant to furnish full particulars of his property and other assets. The follow-up question must be: to what end, as the Court is not involved in interlocutory proceedings? This points to a defect in the Claimant's pleadings which cannot be cured by the Court.
- [69] Therefore, since there is no evidence of other property and assets of the Defendant and the ordering of relief sought, the order sought must be denied.

ISSUE NO. 6

- [70] Whether the Claimant to a declaration that the Claimant is entitled to a half interest in bank accounts, fixed deposits, shareholding and investments in the Defendant whether solely or jointly held situate in the Federation of Saint Christopher and Nevis or anywhere else in the world.

Submissions

- [71] The following are the submissions on behalf of the Claimant with regard to bank accounts:
- "89. As it concerns the bank account held by the parties, we say that there is no specific evidence in this trial that the parties kept their finances separate. On Cross-examination the Claimant did state that she had a bank account. The Claimant was not examined much further than this on this matter. The evidence of the Claimant throughout her Affidavit is that at all times that she was employed outside the home her income was used to assist in the needs of the home, especially initially when the parties were married and the Defendant was unemployed and just starting up the Island Auto Supplies business.
90. The evidence of the parties is that in 1994, after the Claimant stopped working at Jack Tar Resort, a joint checking account was opened to provide for the needs of the home. The Claimant's evidence is that this account was closed in 2005, after the Domestic Violence incident which was soon followed by the Claimant's Petition for Divorce.
91. We submit that bank accounts of the parties are often looked at in cases of this nature in order to give the Court an indication as to how the parties treat their finances. This was pointed out in paragraph 69 of the judgment in **Stack v. Dowden** supra, paragraph 26 hereinabove. Although this one factor is not decisive on the issue of the common intention of the parties, that information, when considered together with all surrounding circumstances should assist the Court in inferring whether there was such a common intention.

92. We submit that the evidence in this trial is not conclusive on the issue of whether the parties kept their finances separate and as such does not advance the cause of the Defendant in denying that the Claimant is entitled to a beneficial interest in any of the matrimonial property. We say that the matrimonial home, together with all assets acquired during the course of the marriage is considered matrimonial property. We say that the matrimonial home, together with all assets acquired during the course of the marriage is considered matrimonial property. We do not consider this to be an issue in dispute”.

[72] In the view of the Court the relief sought in this issue is an abuse of the process of the Court. It is seeking a declaration with respect to bank accounts, fixed deposits, shareholding and investments in the name of the Defendant whether solely or jointly in the Federation or anywhere else in the world.

[73] In the affidavit evidence and cross examination thereon the only bank account mentioned is the joint account opened by the Defendant to facilitate household expenses, and on which account the Claimant admitted she wrote cheques. This account was opened at the Royal Bank of Canada. According to the Claimant’s evidence, the money received with respect to the rental of apartments at the property situated at Frigate Bay was paid into this account. The initial deposit of money being provided by the Defendant.

[74] But how about the other bank accounts, fixed deposits, shareholding and investment in the made of the Defendant, whether within or outside of the federation? There is no evidence of such and more than that the order of the Court is to have extraterritorial effect, simpliciter.

[75] Again, as recognized in the submissions, in the absence of evidence the relief prayed for must be denied.

Costs

[76] In view the Claimant’s success in relation to the Bladen property and having regard to the other circumstances of the case, there is no order as to costs.

ORDER

[77] **IT IS HEREBY ORDERED AND DECLARED** as follows:

1. There was no common intention arising from an agreement or understanding between the Claimant and the Defendant to own the Frigate Bay property, being Lot No. 31 Section D19 Frigate Bay; and no reasonable inference can be drawn by the Court regarding a common intention to own the said property; and the Defendant is therefore the sole legal and beneficial owner of the said property.
2. The prayer seeking an order that the said property, being Lot 31, Section D19 Frigate Bay, be transferred to the Claimant is denied.
3. Having regards to the Defendant’s evidence that he has no objection to Claimant being the sole legal beneficial owner of Lot 74 Bladen Housing Development. It is hereby ordered that the Defendant transfer his interest as a joint tenant, by way of deed of gift, to the Claimant within ninety days (90) of this Order.

4. There was no common intention arising from any agreement or understanding between the Claimant and the Defendant, and no reasonable inference can be drawn by the Court regarding the establishment or acquisition of Island Auto Supplies and as such the Defendant is the sole legal and beneficial owner of Island Auto Supplies.
5. In view of paragraph 4 above, the prayer by the Claimant that the value of Island Auto Supplies be assessed by an independent auditor with a report being submitted to this Court is denied.
6. The prayer by the Claimant that a half share of the assessed value of the said Island Auto Supplies be transferred to the Claimant is denied.
7. In the absence of evidence rising to the level of proof and the objective of the prayer by the Claimant that the Defendant furnish to the Court full particulars of his property, income and other assets is denied.
8. The prayer seeking a declaration that the Claimant is entitled to a half share in all bank accounts, fixed deposits, shareholding and investments in the name of the Defendant whether solely or jointly held situated in the Federation of Saint Christopher and Nevis or anywhere in the world located is denied, as there is no evidence in this regard.
9. There is no order as to costs.

ERROL L THOMAS
High Court Judge (Ag)

