IN THE SUPREME COURT OF JUDICATURE OF JAMAICA

CLAIM NO. HCV 0174 OF 2003

CONSOLIDATED WITH CLAIM NO. HCV 1169 OF 2003.

BETWEEN	*CASINCA THERESA JOHNSON*	*CLAIMANT*
A N D	*NORMAN AUGUSTUS JOHNSON*	*DEFENDANT*
	AND	
A N D	*NORMAN AUGUSTUS JOHNSON*	*CLAIMANT*
A N D	*CASINCA THERESA JOHNSON*	*DEFENDANT*

Heard: July 7, 2004; February 2, March 10, April 10 & May 26, 2006 and April 18, 2007

Appearances

Miss Gillian Mullings instructed by Patrick Bailey and Company for the claimant.

Mrs. Sharon Usin instructed by Sharon A. Usin and Company for the defendant.

Williams, J.

When Casinca Muchette and Norman Johnson got married in 1998 they had been together for thirteen (13) years. The marriage itself did not last half as long, they were divorced in 2002.

They met in 1985 when she was married but separated from Paul Muchette with whom she had three (3) children. She was a businesswoman who operated a fishing

Mr. Johnson while agreeing she owned buses said it was three (3) and not four (4). He was a mechanic by trade and had one (1) child. At the time they met, he was working as a driver.

Mrs. Johnson denies that he was working at the time and said she felt sorry for him because he was unemployed and gave him a job to drive one of her buses.

Mrs. Johnson owned two (2) homes one at 19 Debbie Avenue, Edgewater, St. Catherine and the other at 16 Primrose Terrace, Kingston. Mr. Johnson was from St. Mary and lived in rented accommodation in Bridgeport, St. Catherine. She said he lived rent free in a helper's room in his friend's apartment.

Mr. Johnson says he was introduced to Mrs. Johnson for the specific purpose of assisting with her bus business which he says was losing a lot of money and was causing her stress. She denies this and maintains her businesses at the time were doing well and the transportation industry was buoyant.

It was clear from the evidence theirs was not a smooth relationship. There are charges and counter charges of unfaithfulness.

Mr. Johnson fathered a child with another woman and is now questioning the paternity of a child born to Mrs. Johnson while they were together and who was given his name.

He accuses her of being a "spendthrift", she accuses him of converting monies collected in the business to his personal use.

The problems, conflicts and distrust which are now patently apparent were not then a bar to their association resulting in the purchase of a house in 1988.

The house at 13 West Biscayne Drive, Bridgeport, St. Catherine was purchased in their joint names. The endorsement on the title indicates the property was transferred to Casinca Theresa Muchette and Norman Augustus Johnson, both of 545 Fort Totten Garveymeade, Franchise Holder and Driver respectively as joint tenants.

For the years they remained together the bus business continued. They have now different views as to whether or not it was successful. It is agreed buses were added to the fleet. She says four (4) to six (6) but definitely not the thirteen (13) he claims.

They disagree as to the others role in the business. She seems to be saying he worked for her – as a driver and when this stopped he still collected monies for his own use and did not put it back into her business. He said he worked with her, he drove and he was the supervisor and turned over all the monies he collected to her to run the business and their household without earning a salary.

In February 2003 she commenced an action in these courts seeking the following inter alia:-

1. A declaration that the claimant is solely entitled to the property known as 13 West Biscayne Drive, Bridgeport in the parish of St. Catherine.
2. A declaration that the claimant is solely entitled to the Toyota Coaster bus licence No. PB 0592.

At a case management conference later that year, before Mr. Justice Karl Harrison, as he then was, Mr. Johnson was ordered to file a Fixed Date Claim Form setting out his counter claim. He seeks the following inter alia:-

1. A declaration that he is entitled to one half share of the matrimonial property known as 13 Biscayne Drive, Bridgeport, St. Catherine.

2. A declaration that the defendant is entitled to one half share of:-

   (i) proceeds of monies paid to the National Transport Corporation by the government for two (2) thirty seater 1997 and 1998 Mitsubishi buses.

   (ii) 2002 Toyota Coaster bus licence No. PB 0592

   (iii)1996 Toyota Coaster bus registered in the name of Clovis Jackson.

3. A declaration that the defendant is entitled to one half share of the F150 Ford Van and the Toyota Mark 11 motor car registered in the name of the defendant and her daughter or alternatively, that the defendant keep the Toyota Mark 11 motor car in exchange for relinquishing her interest in the Ford – 150 motor van.

At the commencement of the hearing it was announced that the claimant was no longer interested in proceeding with the claim as it related to the Toyota Coaster Bus PB 0592 as it was no longer functional.

In final written submissions after all the evidence was in, the defendant abandoned his claim to one half share in the said bus but instead sought the following:-

- An accounting of the insurance proceeds received by the claimant arising out of the motor vehicle accident involving said bus as well as of any earnings from the bus and a resultant payment to him of 50% of any profits made.

The defendant abandoned his claim in relation to the bus registered in the name of Clovis Jackson.

In the final written submissions for the claimant, it was recognized that if the court decided the defendant is entitled to the bus licenced PB 0592 an accounting would have to be done in respect to the salvage, the insurance payments and any

debts due to the Palisadoes Credit Union. Further it was submitted that defendant should be required to pay a half share on any debt which fell due to the credit union on account of the loan to purchase the said bus.

Thus there remains for determination whether the following assets are to be shared equally between the parties:-

i. The home at Biscayne Circle, Portmorre

ii. An F150 Motor Truck

iii. A Toyota Mark 11 Motor car in the names of Mrs. Casinca Johnson and her daughter Arla.

iv. Proceeds of money paid to the National Transport Co-operative Society by the Government for the 1997 and 1998 Mitsubishi buses.

Given the amount of evidence heard over the many months this matter was before the court, I propose to review the applicable law and then consider the evidence relevant to those legal principles.

The Law

The House of Lords decision is **Lloyd Banks v. Rosset** [1990] 1 All ER page 1111 is always a useful starting point in matters of this nature.

Lloyd Bridge at page 1118 had this to say:-

> "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 and managing their joint affairs, has there at any time prior to acquisition or exceptionally at some

later date been any agreement, arrangement or understanding reached between then that the property is to be shared benefically."

In **Fribance v. Fribance** [1957] 1 All ER 357 at page 359 Lord Justice Denning said:-

".....it is clear that property when it was acquired was intended to belong to one or other absolutely as in the case of investments, or that they intended to hold in definite shares as sometimes happen when they run a business, then effect must be given to their intention and in that case the title so ascertained is not to be altered by subsequent events unless there has been an agreement to vary it. In many cases however, the intention of the parties is not clear for the simple reason they never formed and intention so the court has to attribute an intention to them".

In the instant case, the house at Biscayne Circle, Portmore was acquired at a time when the parties were not married and was conveyed to them as joint tenants.

The case of **Bernard v. Josephs** [1982] 3 All ER 162 proves instructive as to the approach to be taken under these circumstances.

At page 169 Lord Justice Griffiths said:-

"The cases that have been decided in the last thirty (30) years provided valuable pointers to the matter that the court should or should not take into consideration when assessing the proportions in which the beneficial interest in the house should be divided. But here I would like to sound a note of caution. Most of the decided cases have been dealing with married people. The legal principles to be applied are the same whether the dispute is between married or unmarried couples, but the nature of the

relationship between the parties is a very important factor when considering what inferences should be drawn from the way they have conducted their affairs."

Lord Denning MR at page 167 put is succinctly when he said:-

"In my opinion in ascertaining the respective shares, the courts should normally apply the same considerations to couples living together (as if married) as they do to couples who are truly married.

Pettitt v. Pettitt [1970] AC page 777 continues to be one of the leading authorities in this area.

Lord Upjohn at page 813 said:-

"In the first place the beneficial ownership of the property in question must depend upon the agreement of the parties determined at the time of its acquisition. If the property in question is land there must be some lease or conveyance which shows how it was acquired. If that document declares not merely in whom the legal title is to vest but in whom the beneficial title is to be vest that necessarily concludes the question of title as between the spouses for all time and in the absence of fraud or mistake at the time of the transaction the parties cannot go behind it at any time thereafter even on death or the break-up of the marriage.

.....But the document may be silent as to the beneficial title. The property may be conveyed into the name of one or other or into the name of both spouses jointly in which case ..... evidence is admissible as to the beneficial ownership that was intended by them at the time of

> acquisition and if as very frequently happens as between husband and wife, such evidence is not forthcoming the court may be able to draw an inference as to their intentions from their conduct. If there is no such available evidence then what are called presumptions came into play."

In the local courts in **Harris v. Harris** [1982] 19 JLR 319 Mr. Justice Carey had this to say at page 323 -

> "As I understand the law in relation to this matter of this kind, two propositions can be stated where property is transferred into the joint names of husband and wife. The first is plainly stated in **Cobb v. Cobb** [1955] 2 All ER 696 namely that prima facia the parties are to be treated as beneficially entitled in equal shares..... The second is that where the intention of the parties as to whom the property is to belong to or in what definite shares each should hold is ascertainable, effect will be given to that intention."

In **Edmonson v Edmonson** (1992) 29 JLR 234, the then President of our Court of Appeal, Mr. Justice Rowe said at page 236-

> ..... "It is clear that proof of an express agreement may be relied on to determine the interest of the parties. This would, of course, be the best possible evidence of a common intention for joint ownership of the property.....
>
> Thus where there is no express agreement the court needs to address itself to whether there is evidence of a common intention at the time of its acquisition that the property is to be owned jointly. In

determining whether or not there was such a common intention, regard can be paid to the conduct of the parties and also any expenditure incurred by them which is related to the property.....

The "Tenancy Agreement" which makes provision for the names of both parties to be placed on the Certificate of Title is of importance. Generally speaking, if the matrimonial home is conveyed to both spouses as joint tenants it will be exceptional for either to be able to claim that this gives anything other that a joint interest in the property.

However, if it can be proved that a party's name was placed on the title as a matter of convenience only and not in pursuance of a common intention that the property be jointly owned, it might be possible to also prove that the beneficial interest is vested in one party only."

On the issue of the significance of the mortgage payment in determining the relative shares of the parties, the pronouncements Wolfe J.A., as he then was, in **Forrest v Forrest** SCCA 79/93 is instructive –

"Once the interests of the parties are defined at the time of acquisition, it is my view that the unilateral action of one party cannot defeat or diminish the proportions in which the parties hold the property. The payment to redeem the mortgage cannot therefore, diminish or increase the proportions in which the parties intended to hold at the time of acquisition. In the redemption of the mortgage the respondent must be regarded as having made a loan to the appellant to the extent of the proportion of his

interest in the property. That amount is a debt recoverable on the order for accounts to be taken, made by the judge."

Another factor which may affect the final determination of their interest in the property is that of improvements made.

In **Muetzel v Muetzel** [1970] 1 All ER 443 at page 445 f-h Lord Edmund Daves said –

> "If one postulates that the matrimonial home has been acquired by joint efforts.....,the fact that one spouse spends money on extension of that house does not mean that the other can claim no part of the increased value of the property resulting from the extension. On the contrary in the absence of a specific agreement, the extension should be regarded as the accretions to the respective shares of each and not as affecting the distribution of the beneficial interests. In other words, the divisions must stand whether applied to the house in its original or extended form".

Finally, when seeking to determine the rights of the respective spouses in property whether the matrimonial home or other assets, the dictum of Lord Denning M.R in **Nixon v. Nixon** [1969] 3 All ER 1133 at page 1137 is instructive –

> ".....when husband and wife, by their joint efforts, acquire property which is intended to be a continuing provision for them both for their future, such as the matrimonial home or the furniture in it, the proper inference is that it belongs to them both jointly, no matter that it stands in the name of one only. It is sometimes a question of what is the extent of

their respective interests, but if there is no other appropriate division, the proper inference is that they hold in equal shares."

As it relates to other assets acquired during the relationship it is perhaps useful to remember the local authority of **Azan v Azan** [1988] 25 JLR 301. In this case Forte, J.A., as he then was, said at page 307:-

> "The principle governing the application of funds in a joint account is in my view accurately stated in the case of **National Provincial Bank Ltd. v Bishop and others** [1965] 1All ER 249 by Stamp J; at page 252;
>
> Now where a husband and wife open a joint account at a bank on terms that cheques may be drawn on the account by either of them, then in my judgment, in the absence of facts or circumstances which indicate that the account was intended or was kept, for some specific or limited purpose, each spouse can draw on it not only for the benefit of both spouses but for his or her own benefit. Each spouse is drawing money out of the account, is to be treated as doing so with the authority of each other, and in my judgment, if one of the spouses purchases a chattel for his own benefit or an investment in his or her own name, that chattel or investment belongs to the person in whose name it is purchased or invested; for in such a case there is, in my judgment, no equity in the other spouse to dispute the legal ownership of the one in whose name the investment is purchased".

The Evidence

1. Re the property known as 12 Biscayne Drive, Bridgeport, St. Catherine.

In her affidavit Mrs. Johnson said that she became pregnant for Mr. Johnson in 1987 and had a child – Vanessa. She decided she needed to purchase a home for the family to live in. She explains she thought it was in the best interest of the children that the title be issued in their joint names so he would be in a position to take care of their children. She feared her family throwing out Mr. Johnson in the event of anything happening to her – his name was put there to secure the future of her children. She insists the decision was hers alone. She went to WYSINCO offices to determine what property to buy. Initially she said "we" went down to Matalon place but subsequently said she had used the word "we" mistakenly. She agrees however they signed the mortgage documents together. She explains that the initial deposit came from her former mother-in-law i.e her 1st husband's mother – and the balance by way of the mortgage obtained from Jamaica National Building Society in the sum of $250,000.00. The property was transferred to them in 1988 – this would have been approximately three (3) years after their meeting. She already had three (3) children with her first husband and they were provided for.

In his affidavit Mr. Johnson emphatically denied that his name was on the title for convenience. He agrees that initially he may have worked for Mrs. Johnson as a driver but this was for about four (4) months after which he supervised the bus business. Thereafter he worked, he says, without a salary and gave her all the monies earned. He freely gave his advise and was instrumental, he asserts, in streamlining and improving the business and making it profitable. From monies earned they "threw partner" and it was from that they

paid the deposit for the house. Other monies, he says, came from the Victoria Mutual Building Society.

Mr. Johnson cannot deny that at the time the relationship started Mrs. Johnson was already an apparently successful business woman.

He admits coming into the relationship with no property of his own – he made no direct contributions to the purchase of the house. His assistance in the running of the business was his indirect contributions. No where in his evidence does he categorically state what common intention existed at the time the house was bought. He does however challenge the intention now expressed by Mrs. Johnson, claiming she had a large family and could have put any of their names on the title.

His assertion that the mortgage was obtained from Victoria Mutual Building Society was later recanted. He admitted he did not know where the money was borrowed from or how much was in fact borrowed and indeed what was the repayment. He, however, acknowledged a loan from Jamaica National Building Society which he said was used to extend the house.

Mrs. Johnson exhibits a letter from Jamaica National Building Society addressed to her, while she was still Muchette, indicating the loan had been finalized and the terms of payment.

Mr. Johnson insists money was being made in the business to service any mortgage. The only problem was his wife's extravagant spending habits which may have affected the profits.

Mrs. Johnson says business took a downward turn and the house had to be mortgaged to the amount of $800,000.00 to bail out the bus business. A loan was obtained from the National Commercial Bank.

Mr. Johnson maintains that things were being hidden from him and indeed at one point he indicates he was not a part of the decision making. He said she had no business acumen and was a failure at honouring debts and obligations. She remained however, the person he says he handed all the monies collected whether from the conductors of from his own hard labour.

He agrees at some point the house was put up for auction but he is unaware of what the balance was at the time. He is sure however it did not take long to pay it off from the profits from the business.

While agreeing they operated joint accounts during the course of their relationship, Mrs. Johnson disagrees that monies from the business went into these accounts to pay expenses. More significantly she says at the time the house was acquired there was no such account.

She denies throwing any partner to help in paying for the house.

It is Mrs. Johnson who exhibits any documents relating to the home. From 1996 she was written to by the attorneys of the bank outlining the total indebtness which had grown from $800,000.00 to over five million dollars. She asserts she alone serviced these monies to the extent that she sold her house at Debbie Avenue to assist.

She exhibits leaves of a lodgment book indicating payments made by her to the bank crediting an account bearing her name only servicing that debt.

She also exhibits a letter addressed to them both indicating an indebrness to **Finsac** in the amount of over nine million dollars.

Mr. Johnson had no knowledge of these – he was kept "in the dark".

The witnesses he called attempted to support his claim that he worked hard in the business which had all the appearance of being successful. They could not deny however that Mrs. Johnson also worked hard. They spoke of their observations that led them to certain conclusions but had little actual factual foundation or basis for these conclusions.

Mrs. Johnson also called a witness who presented documentation for a limited period which were in support of her assertions that the business was not successful. The records brought by the witness showed that for that period in 1998 Mr. Johnson was on the books as being paid a salary as a driver.

I have deliberately not gone into any greater detail as to the evidence of these witnesses as ultimately they did not provide much assistance in the determination of the matter.

Re: The F150 Motor Truck

This vehicle was bought in their joint names.

Mr. Johnson acknowledges he did not make any direct contributions towards its acquisition. He says there was initial down payment of $300,000.00 made together and they borrowed $1.2 million towards completing the purchase. She does not disagree with this but maintains that she was the one responsible for servicing the loan. When it fell in arrears she said she gave the van to the bank in settlement of the debt owed. She however agrees with his assertion that he repaid a portion of the outstanding debt.

Although, the evidence given spoke to the repayment amount being $500,000.00, the receipt exhibited by Mr. Johnson speaks to $400,000.00.

Mrs. Johnson says she cannot deny that he may have ordered the vehicle but she was involved in its purchase. It was suggested to her that she was informed of it being ordered after this had been done, she insists she went with him and enquired about it and was told when it would be available.

Re: The Toyota Marl 11 Motor Car

Mrs. Johnson asserts this vehicle was purchased after the relationship ended in 2002-2003. It was purchased in her name and that of her daughter's.

He agrees that it was in or around the year 2002 that the vehicle was bought but said it was bought from their earnings and she did in fact register it in her name and her daughter's name.

Mrs. Johnson responds that they had separated from 2001 and did not embark on any joint ventures thereafter; hence there would be no joint earnings.

Re: The proceeds of the sale of two (2) thirty seater buses to the Government by the National Transport Corporation.

Mr. Johnson was never himself a member of the National Transport Corporation. Mr. Collin Wilson, the witness called by Mrs. Johnson gave evidence that to the best of his recollection so far as it relates to at least one of the buses, Mrs. Johnson was the registered owner and Mr. Johnson was named as one of the drivers.

Mr. Johnson makes a bald assertion that some five million dollars ($5M) was realized from the sale of these buses.

Mrs. Johnson denies this and maintains that any monies realized from any sale was used to settle a debt with Scotiabank.

She exhibits documents which provide independent evidence surrounding the sale of any buses. She exhibits a letter from Scotiabank addressed to her attorneys in which four (4) Mitsubishi buses are mentioned – re 1-1996; 2-1997 and 1-1998. These buses were sold for $2,045,000.00 to the Ministry of Transport and Works. The bank was prepared to accept this amount in settlement of the liabilities with them.

The submissions

For the claimant Miss Mullings urges the court to assess the individual contributions of the parties.

She points out that Mr. Johnson cannot simply contend that his work in the business is enough to qualify as a contribution. She submits that an award under the Married Woman Property Act is not a long service award – a spouse must demonstrate he has made contribution to the acquisition and maintenance of an asset in order to claim a share in it. She highlights things allegedly done by the parties during the relationship and after the initial acquisition of the house. She referred to two (2) cases which might provide guidance as to how the court should approach this matter:-

Springette v Dafoe C.A. reported on Tuesday March 1992, in **The Independent and Young vs Young** 1984 FCR 375.

However, these cases were decided after passage of legislation in England which have no equivalent in Jamaica. Hence their application is limited and the authorities reviewed earlier must provide the requisite guidance.

She concludes that the court cannot credit Mr. Johnson with a contribution it must guess at. He did not prove that he had brought any special talents to the business or that his acumen improved the business and caused the same to earn above ordinary profits or profits at all. Mrs. Johnson has proved she has business acumen otherwise, she redeemed her home and got spiraling debts under control and that she had operated another business that earned an income.

She submits the Married Women's Property Act does not and was never meant to provide for a spouse such as Mr. Johnson.

She concedes he must be given credit for his payment towards the F150 motor truck. The Toyota motor car in the names of Mrs. Johnson and her daughter, she submits cannot be ruled on at this time neither can the Toyota coaster bus owned by Clovis Johnson.

Mr. Johnson it is submitted is not entitled to half of the proceeds of any settlement paid out by the government to National Transport Corporation as this was used to settle debts and Mr. Johnson was never a member of the society.

For the defendant – Mrs. Usim submits that the evidence clearly demonstrates a common intention of joint legal and beneficial ownership by the parties and that the respondent acted to his detriment on the basis of that intention. She highlights portions of Mrs. Johnson evidence which she says clearly shows a common intention.

- they both went to sign mortgage documents at WYSINCO offices.
- they both went to Jamaica National to secure a mortgage
- mortgage is in both their name, they are jointly liable

- she expected him to accept responsibility for the house and loans taken out for the buses as they are jointly liable
- parties operated several joint accounts together

She asked the court to accept the evidence of Mr. Johnson who maintained they both worked together to build the bus business and that all their earnings came from this business.

She urges the court to ask itself if Mr. Johnson would have done all he did including assuming personal liability and making substantial improvements to the house if he knew that his wife would hold the entire beneficial interest?

She stresses that it is the respondent's case that from the beginning they discussed the possibility of buying the property, it was a joint decision made in circumstances where the parties were merging families and building a business admittedly started by the claimant.

She submitted that based on the evidence the court should be satisfied on the balance of probabilities that the respondent is both the legal and beneficial owner of 50% of the matrimonial property and he is also entitled to 50% of any earnings from the said property since the separation of the parties which he says is October 2002.

Further it is submitted the claimant should relinguish her interest in the F150 and the respondent will give up his claim to a 50% interest in the Mark 11.

In conclusion – applying the law to the facts

There are two (2) items that can be more easily dispensed with and I start with them.

1. The Toyota Mark 11 purchased in the names of Mrs. Casinca Johnson and her daughter Arla.

The evidence as to when this car was purchased remains unclear. If it was in 2002 this would seem to be after the parties had separated and no longer engaged in any joint endevours. If it was before they separated and was from any joint earnings then the law is clear that where assets are acquired by one party from a joint account, that asset belongs to the person in whose name it is purchased or invested.

There is nothing before me to disturb the presumption that this car cannot form part of the assets being claimed by Mr. Johnson.

2. The proceeds of the sale of the two (2) thirty seater 1997 and 1998 Mitsubishi buses.

The unchallenged evidence of Mrs. Johnson, supported by the document mentioned earlier relative to the buses, is all that remains for the court to consider. In the absence of any other evidence there is nothing before the court to indicate that there is any proceeds from which Mr. Johnson is entitled to half-share.

Re: The F150 Truck

It appears that Mrs. Johnson cannot deny the initial deposit came from a joint account. Further even if she was making initial payments on her own, Mr. Johnson made a lump sum payment towards the debt. In the circumstances of the acquisition and the fact that the title was in both their names with both of them making substantial contributions thereafter this item should be shared equally between them i.e. they are both entitled to one half share.

Re: The house at Biscayne Drive, Portmore.

As the respective interest of the parties in the property, taken in their joint names, is usually determined at the time the property is acquired; the onus of proving that the intention of the parties was otherwise that the manner in which it was acquired falls on the claimant.

The only clear expression of the intention at the time seems to come from her when she said she made a decision to buy same to protect the interest of the then expanding family with Mr. Johnson. She clearly stated she appreciated the significance of owning a house solely as against as a joint tenant. She however did not seem to view this house as a continuing provision for them during their joint lives but as a security to provide for her children with him in the event of anything happening to her.

All the evidence led as to what happened during the relationship and during the business operations, speak to after this initial acquisition. It is clear that in any event Mr. Johnson knew precious little about what was happening financially either in the business or the home. His inability to give any information about the cost of running the business or the home leads one to wonder how he can be so certain the business was in fact the success he insists it was.

He cannot challenge the fact that Mrs. Johnson's evidence must be preferred so far as it concerns the financial status of the business.

It became clear that this was her business, she brought him into it – in a limited way – and she never lost control of it. On his own evidence, one cannot form the impression he ever became a partner in the business. At the end, one felt that he did in

fact over-state his role in the business. Mrs. Johnson impressed as a more credible witness giving a more accurate account of their lives together.

The question ultimately to be resolved therefore as to what was their intention at the time of acquisition finds resolution in her favour.

On the balance of probabilities I find that so early in their relationship Mrs. Johnson may well have been more concerned about the security of her child than the man with whom she had the child. I believe that as of necessity, Mrs. Muchette, as she then was, might well have thought she had no choice but to include Mr. Johnson on the title not to give him an interest in his own right but such that the interest of the child would be secure.

I find that she was the one with the business acumen to have made the decisions to acquire the house and make all the necessary arrangements. Further I find she undertook the task of servicing the loan, servicing whatever financing was necessary to maintain and improve on the asset and ultimately to redeem the house when it was put on the auction block.

I find that Mr. Johnson in not in fact entitled to one half share in this property.

It is therefore ordered on the Fixed Date Claim Form dated 5th February, 2003 as follows:-

1. The claimant Mrs. Casinca Theresa Johnson is solely entitled to the legal and beneficial interest in the property known as 13 West Biscayne Drive, Bridgeport, in the parish of Saint Catherine.
2. If the defendant refuses to sign any documents of transfer or sale the Registrar of the Supreme Court is empowered to do so.

3. Costs to the claimant to be taxed if not agreed.
4. Liberty to apply

And on the Fixed Date Claim Form dated 4th July, 2003 it is ordered:-

1. The defendant is entitled to one half share of the F-150 Ford Van.
2. That there be an accounting of the insurance proceeds received by the defendant arising out of the motor vehicle accident involving the 2002 Toyota Coaster bus licence No PB 0592 as well as an accounting of earnings from said bus between May 2002 when (it was purchased) and May 2003 (when it crashed). This accounting is to include any debt remaining due to the credit union from which the loan was obtained for purchase of said bus.
3. That the claimant is entitled to one-half share of the proceeds from said insurance proceeds and earnings and is to pay one-half of any outstanding debts remaining.
4. Liberty to apply.