

IN THE SUPREME COURT OF BELIZE, A.D. 2009

CLAIM NO. 658 OF 2006

ANTHONY ANDREW TURTON

Claimant

AND

ANGELICA MARIA LESLIE

Defendant

—

BEFORE the Honourable Abdulai Conteh, Chief Justice.

Ms. Darlene Vernon, with Mr. Kevin Arthurs, for the claimant.
Mr. Fred Lumor SC, with Mrs. Robertha Magnus-Usher for the defendant.

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JUDGMENT

In this case, the claimant, Mr. Anthony Turton, seeks the following relief from the Court as stated in both his Claim Form commencing this action and his Amended Statement of Claim:

1. *A declaration that he is entitled to 50% interest or such other interest as the Court may deem fit in all those pieces or parcels of land and buildings being:*
 - (i) *Lot No. 684 containing 948.14 square metres as evidenced by Minister's Fiat Grant No. 644 of 2001 and being located at No. 9 Cor. Palmar Boundry*

Road and Jubillo Street, Orange Walk, Building Road, Orange Walk District, Belize

- (ii) *Lot No. 683 containing 510.903 square metres as evidenced by Minister's Fiat Grant No. 671 of 2004 and being located at No. 10 Casuarina Street, Orange Walk District, Belize*
 - (iii) *3 properties located in Palmar Layout Area being (1) Registration Section – San Jose Palmar: 1.05 acres, Block 4, Parcel 1079 as evidenced by Land Certificate No. 9845/2004, (2) Registration Section – San Jose Palmar, Area: 1.001 acres, Block 4, Parcel 829 as evidences by Land Certificate No. 10570/2005, (3) Registration Section – San Jose Palmar, Area: 1.002 acres, Block 4, Parcel No. 965 as evidenced by Land Certificate No. 9045/2006*
 - (iv) *Lot No. 207B containing 356.786 square metres as evidenced by Minister's Fiat Grant No. 924 of 2005 of Lot being approximately 100' x 75' being located in Black Water Creek*
 - (v) *Lot No. 758 containing 887.658 square metres as evidenced by Minister's Fiat Grant No. 156 of 2005 of Lot being approximately 100' x 75' being located at Black Water Creek.*
2. *A declaration that he is entitled to a 50% interest or such other interest as the Court may deem fit in the business known as BOUNDRY STORE.*
 3. *A declaration that he is entitled to a 50% interest or such other interest as the Court may deem fit, in Bank Account Numbers 1330266 and 2729 held in the name of the respondent at the Scotiabank.*
 4. *A declaration that he is entitled to a 50% interest, or such other interest as the Court may deem fit in a 2005 Mazda pickup and a 2003 Mazda pickup in the name of the Respondent.*

5. *An injunction preventing the Claimant from withdrawing or in any way dealing with the following bank accounts:*

i. Scotiabank Acct. No. 1330266

ii. Scotiabank Acct. No. 2729

6. *An injunction preventing the Claimant from encumbering, selling, leasing or in any way dealing with the following parcels:*

I. Lot No. 684 containing 948.14 square metres as evidenced by Minister's Fiat Grant No. 644 of 2001 and being located at No. 9 Cor. Palmar Boundry Road and Jubillo Street, Orange Walk, Building Road, Orange Walk District, Belize;

II. Lot No. 683 containing 510.903 square metres as evidenced by Minister's Fiat Grant No. 671 of 2004 and being located at No. 10 Casuarina Street, Orange Walk District, Belize;

III. 3 properties being (1) Registration Section – San Jose Palmar, Area: 1.05 acres, Block 4, Parcel 1079 as evidenced by Land Certificate No. 9845/2004, (2) Registration Section – San Jose Palmar, Area; 1.001 acres, Block 4, Parcel 829 as evidenced by Land Certificate No. 10570/2005, (3) Registration Section – San Jose Palmar, Area: 1.002 acres, Block 4, Parcel No. 965 as evidenced by Land Certificate No. 9045/2006;

IV. Lot No. 207B containing 356.786 square metres as evidenced by Minister's Fiat Grant No. 924 of 2003 of approximately 200' x 100' being located being Papagayo; and

V. *Lot No. 758 containing 887.658 square metres as evidenced by Minister's Fiat Grant No. 156 of 2005 of approximately 100' x 75' being located at Black Water Creek.*

7. *An Order for an injunction preventing the Respondent whether by herself and/or her agents or otherwise howsoever from encumbering, selling, or in any way dealing with:*

i. *405 LIFETIME chairs*

ii. *50 LIFETIME Tables*

iii. *ALL GOLD in Safety Deposit Box (appx. 120 pc. of gold) held at the Scotiabank Branch in Orange Walk District*

iv. *2005 Mazda Pickup*

2. The defendant, Ms. Angelica Leslie, is a businesswoman and lives at No. 9 Palmar Boundary Road in Orange Walk Town. She, in her Statement of Case (Defence), in effect, flatly denies all the claims being made by Mr. Turton and explains how she acquired the properties in which the claimant is claiming 50% or other share.

3. I must say that from the Statement of Case in this action, the basis of the claim of 50% or other share in the properties by Mr. Turton is not clear or stated. It is not clear whether it is a partnership claim, which is not pleaded or on the basis of trusteeship, whether constructive or resulting. Although the latter was advanced on behalf of Mr. Turton by his attorney, Mr. Kevin Arthurs, in the course of the hearing.

A novel feature and challenges of the case?

4. It is fair to state at the outset that this case presents some novel features and I dare say, challenges to the Courts. It is concerned with a claim for a share in assets including real and personal properties, acquired during the course of an appreciable period of cohabitation. The parties have now separated. All the properties in question are in the name of one of the cohabitants. In this case, Ms. Leslie. But unlike the parties to a formal marriage or a common law union for whom there exists a statutory framework and guidance for the Courts in section 148 of the Supreme Court Act as amended, for the determination of distribution of properties on the termination of their relationship, there are no such provisions for parties to a cohabiting relationship however long that relationship might subsist.

I am however, certain that the basis of the Claim was the personal relationship that had existed between the parties. They were first amorously linked in 1994 and lived together soon after that. They first lived together in Ms. Leslie's house in Orange Walk Town for sometime and then briefly at Mile 2 ½ Western Highway, Belize City on property owned by Mr. Turton. Ms. Leslie however, returned to live in Orange Walk Town in 2000, where Mr. Turton later joined her. He finally moved out in September 2006.

5. Though their relationship lasted some twelve years, they were never married and because Mr. Turton was and is still married to his lawfully wedded wife, the relationship between the parties was one of simple cohabitation; it never acquired the status of a common law union. The subsisting marriage of Mr. Turton simply precluded this: see section 148 D of the Supreme Court of Judicature Act as amended, Chapter 91 of the Laws of Belize, in particular by section 148 D and E. Ms. Leslie was also

in a prior relationship before living with Mr. Turton. That relationship produced two children.

6. The parties are therefore not within the present legislative framework that empowers the Court to determine how the properties and assets should be split up or distributed on the break-up of their relationship; unlike a married couple or persons in a common law-union as defined by law. In this case, Mr. Turton and Ms. Leslie were simply cohabitants.
7. Therefore, the only basis on which Mr. Turton's claim could be advanced in respect of the properties he seeks a half share in, is on the basis of a constructive or resulting trust basis.
8. Though this was not expressly pleaded, it formed the thrust of Mr. Turton's claim as advanced by his attorneys. And Ms. Vernon, the other attorney for Mr. Turton, in her opening address said that the basic claim was to invoke the equitable jurisdiction of this court in reliance on the trusteeship concept. Mr. Turton is however clearly outside the provisions of section 148 D and E of the Supreme Court Act on the declaration of interests in property of parties to a common law union.

The Evidence

9. At the trial of this case, seven witness statements were tendered on behalf of Mr. Turton, including his own; and three witness statements, including her own, were tendered on behalf of Ms. Leslie. Both Mr. Turton and Ms. Leslie were extensively cross-examined by the attorneys on each side as well as the witnesses who made witness statements. In addition, the parties relied on copious documentation relating to some of the properties in contention in this case.

10. From the evidence, Mr. Turton, who is a trained diesel mechanic, had since 1987, his own business which included trading in used vehicles, used goods and recycling and dealership in scrap metal.
11. Ms. Leslie on the other hand, had a modest start; when she met Mr. Turton in 1994 she was a receptionist at the D Star Victoria Hotel in Orange Walk Town, earning about \$140.00 per week. She was then a single mother of two children, but she had help from her mother and a girl named Zoila in looking after the children. This enabled her to work different shifts. But there can be no doubt about the energy and enterprise of Ms. Leslie as she was able to look after herself and her two children, including paying the rent for the original premises she occupied in San Andres Street, Orange Walk Town, which Mr. Turton came to share with her and her children when he moved in to live with her in October 1994.
12. The parties worked together in Mr. Turton's scrap metal business, but in 2000, Ms. Leslie obtained her own contract from Belize Electricity Ltd. (BEL) to clean their electrical plants country-wide. While doing this job, she also purchased discarded metals and wires from BEL for sale. There is evidence that she acquired some capital or income from this contract.
13. In the course of time, Ms. Leslie became possessed of some properties, real and personal, including bank account, jewelry and motor vehicles. Mr. Turton also holds property in his own name, including the one at Mile 2 ½ on the Western Highway on which he constructed a house in which the parties lived briefly while in Belize City. Mr. Turton also bought properties in his own name in Carmelita, Orange Walk District during the relationship with Ms. Leslie.

14. Mr. Turton and Ms. Leslie, though not married and by law could not form a common-law union because Mr, Turton was married, lived together for some twelve years, from 1994, until 22nd September 2006, when Mr. Turton left Ms. Leslie's house.
15. In his claim, Mr. Turton now claims that he is entitled to 50% or such other share as the Court may deem fit of these properties and seeks the several declarations to that effect.
16. The basis of Mr. Turton's claim to the properties in issue in this case as averred in his Amended Statement of Claim is that he purchased several properties which were all transferred to the name of Ms. Leslie, not as a gift but to protect the properties from creditors. (See in particular, paras, 24, 25 and 27 of the Amended Statement of Claim).
17. Mr. Turton claims as well that he supervised all the construction and expansion of the premises on Lot 683 in which the business known as **BOUNDARY STORE** is situate, and that he worked as well in this store and supervised and paid the staff.
18. Ms, Leslie, as I have mentioned, denies Mr. Turton's claim and avers instead that all the properties were bought by her in her own name. In relation to the **BOUNDARY STORE**, Ms. Leslie states in her Defence that it is an ongoing business which deals in the sale of goods purchased mainly from the USA, and that the trade licence for this store issued by the Orange Walk Town Council is in her name. She further avers that she started this store originally from her residence at No. 9 Palmar Boundary Road in Orange Walk Town and later financed the construction of the store on Lot 683 with funds from the business and upstamping her mortgage with the Scotia Bank, Orange Walk Town Branch. Ms. Leslie further states that in fact after Mr. Turton moved out of her home in

September 2006, he later in October 2006, through a friend, requested to work for her. This she agreed to and paid Mr. Turton \$500.00 per week as salary for working at the **BOUNDARY STORE**. Ms. Leslie further avers that while Mr. Turton worked in the store in October 2006, he removed therefrom documents pertaining to properties and the business and requested copies of documents from persons she did business with and some of these documents were issued in Mr. Turton's name. She claims as well that without her knowledge Mr. Turton helped himself to monies from sales in the store. She therefore removed Mr. Turton from the store at the end of November 2006.

The issue joined between the parties

19. From their respective Statements of Case, the evidence and the rather unnecessarily copious documentation in the case, the principal issue joined between the parties is whether, in fact Mr. Turton bought the properties and had them transferred into Ms. Leslie's name as he claims or, as Ms. Leslie avers, all the properties were in fact bought by her on her own account: if Mr. Turton's claim is borne out then Ms. Leslie would hold the properties as a trustee for Mr. Turton and herself.
20. In my view, I think, for a proper resolution of this issue between the parties, it is necessary to examine the evidence (including any relevant documents), relating to the several properties on which Mr. Turton seeks to found his claim for the several declarations he seeks from this Court.

The issue of trust – constructive or resulting

21. Underlying Mr. Turton's claim, although nowhere averred or stated in his Statement of Case, is the issue of trusteeship: that is to say, although all the properties claimed are in Ms. Leslie's name, he avers that he bought

them and had them transferred into her name. This issue was vigorously advanced in the written submissions on behalf of Mr. Turton by his attorneys. Reliance was placed by Mr. Turton's attorneys on **Cupid v Thomas (1985) 36 WIR 181**, in particular the head-note of this case where it is stated at p. 181:

“If a party to an informal relationship is unable to establish an express declaration of trust over (or an agreement as to) property held in the name of the other party to the relationship, or a resulting trust arising by reason of payment of part of the purchase price for the property, she can only claim an interest in the property if she can show that the parties had a common intention that they should share the beneficial interest in it. In the absence of any indication that one party has contributed to the expenses of the household from her earnings and thereby enabled the other party to spend his earnings on the purchase of the property so as to enable the court to find such common intention, a claim for a resulting trust will fail.”

22. Much reliance was placed as well in the written submission of Mr. Turton's attorneys on cases like **Gissing v Gissing (1971) AC 886**; **Lloyds Bank Plc v Rosset (1991) 1 AC 107** for the acknowledgement required for a constructive trust and the criteria needed to establish one; and on **Grants v Edwards (1986) Ch. 638** for detrimental reliance by a claimant to establish an intention to create a constructive trust; and on **Midland Bank v Cook (1995) 4 All ER 562**, for an inferred common intention between the parties to create or establish a constructive trust; and finally on **Le Foe v Le Foe (2001) 1 FLR 970**, for the need to view as a whole the financial contributions of a couple so that contributions towards household expenses could be regarded as an indirect contribution to the purchase price of the property in question.

23. I must say that I readily and, with respect, accept the soundness and wisdom of the propositions enunciated in all these judicial authorities as cogent and persuasive.
24. Indeed, on the issue of trusteeship resulting from the purchase of property by one person in the name of another, I think, with respect, the law was recently correctly stated by the House of Lords in **Westdeutsche Landesbank Girozentrale v Islington London Borough Council (1996)** AC 660 at p. 708, where Lord Browne-Wilkinson stated:

“Under existing law a resulting trust arises in two sets of circumstances: (A) where A makes a voluntary payment to B or pays (wholly or in part) for the purchase of property which is vested either in B alone or in the joint names of A and B, there is a presumption that A did not intend to make a gift to B: the money or property is held on trust for A (if he is the sole provider of the money) or in the case of a joint purchase by A and B in shares proportionate to their contributions. It is important to stress that this is only a presumption, which presumption is easily rebutted either by the counter-presumption of advancement or by direct evidence of A’s intention to make an outright transfer.”

The other instance (B) mentioned by Lord Browne-Wilkinson is where A transfers property to B on express trusts, but the trusts declared do not exhaust the whole beneficial interest. And his Lordship continues:

“Both types of resulting trust are traditionally regarded as examples of trusts giving effect to the common intention of the parties. A resulting trust is not imposed by law against the intentions of the trustee (as is a

constructive trust) but gives effect to his presumed intention” at p. 708.

See generally, **Snell’s Equity 30th Ed.** at para. 9-07 and following and **Underhill and Hayton, Law of Trusts and Trustees,** pp. 317 et. seq.

25. However, I think that a fundamental first step for determination in the circumstances of this case is whether or not Mr. Turton **provided the purchase money for the properties and had them transferred into the name of Ms. Leslie**, as he claims. This is purely, in my estimation, a matter of fact to be determined from the evidence,
26. The issue, therefore, of trust, constructive or resulting, important as it undoubtedly is, in my view, only comes into consideration after a determination of this principal issue of fact in the light of the evidence in relation to the several properties Mr. Turton claims a share in: that is to say, who purchased what? I shall then examine if there is any rebuttal of the presumed resulting trust if it is established that, indeed, Mr. Turton bought any of the properties he claims a share in. This I think is the heart of the contention between the parties in this case.
27. Mr. Turton in his amended Statement of Claim first asserts a claim of 50% interest or such other interest as the court may deem fit in several pieces of land and buildings, namely:

*i) **Lot No. 684** containing 948.14 sq. metres as evidenced by **Minister’s Fiat Grant No. 644 of 2001**, located at No. 9 Cor. Palmar Boundary Road and Jubilo Street, Orange Walk;*

- ii) **Lot No. 683** containing 510.903 sq. metres as evidenced by Minister's Grant No. 671 of 2004, located at No. 10 Casaurina Street, Orange Walk District;
- iii) **Three properties** being a) Registration Section, San Jose Palmar Area, 1.05 acres **Block 4, Parcel 1079**, as evidence by **Land Certificate No. 9845/2004**; b) **Block 4 Parcel 829** as evidenced by **Land Certificate No. 10570/2004**, comprising 1.001 acres, also of Registration Section San Jose Palmar Area; c) **Block 4 Parcel No. 965** as evidenced by **Land Certificate No. 90045/2006** comprising 1.002 acres, also of San Jose Palmar Registration Section;
- iv) **Lot No. 207B**, containing 356.786 sq. metres as evidenced by Minister's Fiat Grant **No. 924 of 2003**, measuring approximately 200' x 100' located behind Papagayo;
- v) **Lot No. 758** as evidenced by Minister's Fiat Grant No. 156 of 2005, measuring approximately 100' x 75', located in Black Water Creek.

28. In all, Mr. Turton claims 50% share in seven pieces of real property.

29. Secondly, he claims as well 50% interest or such other interest as the Court may deem fit in the business known as **BOUNDARY STORE**.

30. Thirdly, Mr. Turton claims that he is entitled to 50% interest or such other interest as the Court may deem fit in Bank Account Numbers 1330266 and 2729 held in the name of Ms. Leslie at the Scotiabank.
31. Fourthly, he claims as well 50% interest or such other interest as the Court may fee, in a 2005 Mazda pickup also in the name of Ms. Leslie.
32. Finally, in his Claim, Mr. Turton seeks an Order from the Court enjoining Ms. Leslie or her agents howsoever from encumbering, selling or howsoever dealing with a) 405 LIFETIME chairs; (b) 50 LIFETIME Tables; c) All Gold in Safety Deposit Box (approximately 120 pieces of gold) held at the Scotiabank Branch in Orange Walk Town.
33. However, from his Statement of case and the witness statements, quite what the basis of his claim to these personal properties is not clear or stated. Nowhere does he aver that he bought them or had them put in Ms. Leslie's name, apart from his fleeting reference in para. 62 of his witness statement to the purchase of jewelry and gold coins, some by him and some by Ms. Leslie. Though not clearly articulated, it is supposed that the basis of Mr. Turton's claim is that he feels that these properties were bought with proceeds from **BOUNDARY STORE**, to which he claims a half share as well.
34. I should from the outset state that on the evidence it is indisputable that **all** the real properties in which Mr. Turton claims a share or an interest, are registered in the name of Ms. Leslie. Therefore, the legal ownership of these properties is vested in her. The onus or burden of proving that though they are in Ms. Leslie's name, they are actually subject to some trust constructive or resulting, in Mr. Turton's favour, is therefore squarely on his shoulders.

As stated by Baroness Hale of Richmond in **Stack v Dowden (2007)** UKHL apropos sole **legal ownership** “... *the starting point where there is sole legal ownership is sole beneficial ownership ... The onus is upon the person seeking to show that the beneficial ownership is different from the legal ownership. **So in sole ownership cases it is upon the non-owner to show that he has any interest at all.***” (Emphasis added), at para. 56 of the unanimous opinion of the House of Lords. That case concerned the division of the proceeds of sale of a house in the joint names of an unmarried couple.

35. I however remind myself that this is only a starting point for the search of what Mr. Turton and Ms. Leslie intended when these properties were acquired solely in the name of Ms. Leslie as the legal owner. But there is an onus on Mr. Turton to show, if he can, that that fact notwithstanding, it was a common intention between them that he should have some beneficial interest in the properties. He in his claim has pitched this at 50% or some other interest that the Court may deem fit.

The Properties in contention between the Parties

36. I now turn to a consideration of the evidence in relation to the real properties Mr. Turton claims a 50% interest in.
37. First, **Lot 684** which is the subject of Minister’s Fiat Grant No. 644 of 2001. From the evidence, this property was since 1989, originally the property of a Mr. Fidencio Vasquez, who is the father of the two children of Ms. Leslie’s. After he defaulted in the payment of child support to Ms. Leslie as ordered by the Family Court, he offered this property in settlement of outstanding maintenance and in full settlement of any further such claims by Ms. Leslie. As a result of this settlement she assumed the sole responsibility for the maintenance of the two children. In December 1997,

the Minister of Natural Resources approved the transfer of the lease of this property to Ms. Leslie. She later purchased this property in August 2001 from the Ministry of Natural Resources and obtained Minister's Fiat Grant No. 644 in her name (see paras. 12, 18, 19 and 20 of Ms. Leslie's witness statement).

38. Mr. Turton for his part, in his own witness statement states at para. 21 that Ms. Leslie took Mr. Fidencio Vasquez to court for child support and was awarded this property in lieu; but that it was he who suggested that she take Mr. Vasquez to court and he paid the legal fees for this action. This may well be so, considering he was already living with Ms. Leslie. But this does not I think, give him any claim legal or equitable to this property which as evidenced by the Minister's Fiat Grant No. 644 of 2001, is indubitably in Ms. Leslie's name. I find nowhere in the evidence that Mr. Turton was entitled to share in this property, especially when it is realized that this property was in settlement for the payment of maintenance by Mr. Vasquez, the father of Ms. Leslie's two children. In fact, in para. 14 of his Amended Statement of Claim, Mr. Turton expressly conceded the award to Ms. Leslie of this property by Mr. Vasquez in lieu of child maintenance. Mr. Turton's claim that he paid the legal fee even if true as I have said does not give him right to this property.
39. I therefore find that Mr. Turton has no claim, legal or equitable, to this property, which was acquired by Ms. Leslie in settlement of maintenance for her two children from Mr. Vasquez, their father. This property is in the sole name of Ms. Leslie. I can find no reason for importing a resulting trust in favour of Mr. Turton in respect of this property.
40. Secondly, **Lot No. 683**, also known as No. 10 Casaurina Street, subject of Minister's Fiat No. 571 of 2004. Although the title to this particular piece of property, like the other real property in issue in this case, is in Ms. Leslie's

sole name, its acquisition however, is not, from the evidence, exactly free from some conflict: see the witness statements of Mr. Alejandro Gonzalez, at paras. 1 to 5; and paras. 37, 38, 39 and 40 of Mr. Turton's witness statement. From this it would appear that Mr. Turton paid for this lot by exchanging his Clarke forklift which he says was valued at \$18,000.00 with Mr. Gonzalez for the property. Mr. Gonzalez states in his witness statement that on 15th February 2003, an invoice was issued to Mr. Turton evidencing this agreement and that shortly thereafter on 17th March 2003, at Mr. Turton's request the lease was transferred into Ms. Leslie's name because Mr. Turton indicated that he wanted to save the property from his creditors.

41. For Ms. Leslie on the other hand, she states in paras. 34, 35 and 36 of her witness statement how she purchased Lot No. 683 from the same Alejandro Gonzalez for \$6,000.00 and that she gave this sum to Mr. Turton to pay Mr. Gonzalez for the land.
42. The documentary evidence, in relation to Lot 683 however, establishes two things:
 - a) On 14th April 2003, Ms. Leslie was informed that Mr. Gonzalez's application to transfer his **lease** on the property had been approved by the Minister responsible for lands: see Approval to Transfer Lease Form.
 - b) On 14th April 2004, Ms. Leslie was formally informed that **her application to purchase** Lot 683, which application had been submitted to the Minister responsible for lands on 16th March 2004, had been **approved**. **The total purchase price of this lot** was stated in the Approval Form to be the sum of **\$1,838.42**: see Land Purchase Approval Form.

43. Exhibited in this case are three receipts of the Revenue Collector of the Government of Belize dated 7th July 2004, **representing purchase payment by Ms. Leslie for Lot 683**. (It is to be noticed that the total payment represented by these receipts is for the sum of \$1,628.42, different from the total purchase price stated on the Approval Form dated 14th April 2004 which was \$1,838.42. But that is a matter, if indeed it be one, between the Ministry of Lands and Ms. Leslie).
44. Finally, on the documentary evidence in relation **to Lot 683**, Ms. Leslie **exhibited Minister's Fiat No. 571 of 2004, pursuant to section 17 of the National Lands Act** – Chapter 191 of The Laws of Belize, Revised Edition 2000. **The effect of this is to grant the fee simple in respect of Lot 683 to Ms. Leslie.**
45. On the issues joined between the parties in relation to **Lot 683**, I am satisfied that on the evidence, Ms, Leslie **purchased** this property in her own name in 2004. In the light of this conclusion, I do not think it necessary to resolving the seeming conflict in Mr. Gonzalez's testimony in favour of Mr. Turton in respect of the exchange of a forklift for the land and that by Ms. Leslie of \$6,000.00 to Mr. Turton to get the land from Mr. Gonzalez. What was exchanged or obtained from Mr. Gonzalez, whichever version may be true, was the **leasehold** in 2003.
46. The documentary evidence clearly shows that **Ms. Leslie purchased Lot 683 in her own name in 2004.**
47. I am therefore satisfied on the evidence that any presumption of resulting trust in favour of Mr. Turton is rebutted; he cannot therefore advance a claim, legal or equitable, on Lot 683, which is in the name of Ms. Leslie. I can find no conceivable beneficial claim or equitable entitlement in favour

of Mr. Turton to this property. In fact, the **very reason he advanced for putting the leasehold in Ms. Leslie's name in order to hide the property from his creditors would defeat any equitable claim he might have had**. I am satisfied however that **he did not purchase** Lot 683 and put it in Ms. Leslie's name.

48. Thirdly, I now turn to a consideration of the evidence in relation to the **three parcels of land in San Jose Registration Section**. They are all in Ms. Leslie's name. Mr. Turton, however, avers in his witness statement at para. 49 that he personally negotiated with the sellers of these properties and personally paid \$10,000.00 for each property with monies from the business (presumably **BOUNDARY STORE**, more on this later as claimed by Mr. Turton,), \$1,000.00 per month until they were paid for. Mr. Turton further avers in relation to these three properties that while he had paid off his loan to the Belize Bank and to the knowledge of Ms. Leslie, he agreed with her that the titles to these said properties would be put in her name and that she would hold them in trust for him (see para. 49 of Mr. Turton's witness statement).
49. This may be an elaboration of para. 41 of his witness statement where he states:

"41. During the course of time, I continued to purchase several properties which were all transferred in the name of (Ms. Leslie) not as a gift, but to protect the properties from creditors. The Belize Bank had been calling and harassing me on a regular basis and informing me that I could not get away as they were prepared to find ways and means of collecting their money ... (Ms. Leslie) was fully aware of this and agreed that she held these in trust for me."

50. These statements by Mr. Turton are no doubt meant to support the averment in para. 27 of his Amended Statement of Claim where it is stated:

“27. During the course of time, I continued to purchase several properties which were all transferred in the name of the Respondent (that is Ms. Leslie) not as a gift but to protect the properties from creditors.”

51. Ms. Leslie for her part, strenuously denies that Mr. Turton transferred any property into her name as a trustee. She states that there was absolutely no reason whatsoever for Mr. Turton to have purchased properties in his name and transfer them to her, nor to purchase properties in her name. She denies holding any properties for Mr. Turton on trust: see in particular, paras. 44 to 48 of Ms. Leslie’s witness statement.
52. Having carefully considered this aspect of Mr. Turton’s claim, I find it rather baffling that not once has he mentioned the person or persons from whom he claims to have bought any of these three properties which he claims were put in the name of Ms. Leslie as trustee. There is nothing in his Amended Statement of claim, his witness statement or his oral testimony. In fact, under cross-examination by Mr. Lumor SC for Ms. Leslie, Mr. Turton was referred to para. 41 of his witness statement; he however denied transferring any property in Ms. Leslie’s name and was forced to admit that he did not acquire property in his name and subsequently transferred it into her name.

Indeed, this admission by Mr. Turton can be equally referable to nearly all the real properties in issue in this case as the evidence shows that **he** did

not **buy** most of the properties he claims a share in and had them registered in Ms. Leslie's name.

53. Ms. Leslie for her part however, in her own witness statement at paras. 31 and 32 states that she bought the **three properties** in issue here as follows: **Parcel 1079 in Block 4, San Jose Palmar Registration Section** from one Sotero Cantun of San Jose Palmar Village in December 2003; **Parcels 829 and 965 all in Block 4, San Jose Palmar Registration Section** from **Aurora Chi**, sometime between 2005 and 2006. But from the documentary evidence Parcel 829 was owned by **Juana Sabido** before its transfer to Ms. Leslie (see Transfer Certificate No. 10569/2005). Ms. Sabido, in fact, later testified with devastating results on Ms. Leslie's title.
54. An intriguing aspect of the evidence in this case is that though all three properties in issue are registered in the name of Ms. Leslie, two witnesses were called on her behalf to testify as to the purchase by her of two of these properties, namely **Parcel 829** and **Parcel 965**. The first was **Juana Sabido** in respect of **Parcel 829**. She was clear in her evidence in chief that she received no money for the land from Ms. Leslie and that she sold the land to Mr. Turton for \$10,000.00 and was paid by instalments. She said her common law husband would sometimes collect the money from Mr. Turton. She denied having any contact with Ms. Leslie in connection with this parcel of land. The other witness was **Aurora Chi** in relation to **Parcel 965**. She testified that she dealt with Mr. Turton in connection with this land. She had a son who was then about to go to 6th Form. This was the reason she agreed to sell her land to Mr. Turton. Under cross-examination by Mr. Arthurs for Mr. Turton, Ms. Chi denied ever meeting Ms. Leslie in negotiations, transaction and payment for the land. She stated that she only dealt with Mr. Turton and that she agreed to sell the land to Mr. Turton because she knew he was buying properties

and that she agreed to transfer **Parcel 965** into Ms. Leslie's name because Mr. Turton told her to do so.

55. I am compelled by the state of the testimony in this case to conclude that in relation to **Parcels 829 and 965** in Block 4 of San Jose Palmar Registration Section, though registered in Ms. Leslie's name, were purchased by Mr. Turton. Therefore, I find and hold that Ms. Leslie holds these parcels on trust for Mr. Turton. It should be noted that both Ms. Chi and Ms. Sabido were called on behalf of Ms. Leslie but they singularly failed to come to proof in her favour despite Mr. Lumor's valiant attempts. I am therefore satisfied that Ms. Leslie holds these two parcels of land on trust for Mr. Turton. Though Mr. Turton only seeks 50% share or such other interest as the Court may deem fit, I am satisfied that Ms. Leslie holds the two parcels wholly in trust for Mr. Turton: **Air Jamaica Ltd & others v Charlton and others (1999) 1 WLR 1399** where at p. 1412, Lord Millett stated:

“... Like a constructive trust, a resulting trust arises by operation of law, though unlike a constructive trust it gives effect to intention. But it arises whether or not the transferor intended to retain a beneficial interest – he almost always does not – since it responds to the absence of any intention on his part to pass a beneficial interest to the recipient. It may arise even where the transferor positively wishes to part with the beneficial interest, as in Vandervell v Inland Revenue Commissioners [1967] 2 A.C. 291. In that case the retention of a beneficial interest by the transferor destroyed the effectiveness of a tax avoidance scheme which the transferor was seeking to implement.”

The House of Lords affirmed the principle that a resulting trust is not defeated by evidence that the transferor intended to part with the beneficial interest if he has not in fact succeeded in doing so. As Plowman J. had said in the same case at first instance [1966] Ch. 261, 275: “As I see it, a man does not cease to own property simply by saying ‘I don’t want it.’ If he tries to give it away the question must always be, has he succeeded in doing so or not?” Lord Upjohn [1967] 2 A.C. 291, 314 expressly approved this.” (Emphasis added).

I cannot equally find any presumption of advancement in favour of Ms. Leslie by Mr. Turton since they were simply cohabitants.

56. I am however, unable to reach a similar conclusion in relation to **Parcel 1079 in Block 4 San Jose Palmar Registration Section** for the simple reason that I have no evidence other than its registration in Ms. Leslie’s name, and she claims to have bought it from one Sotero Cantun in December 2003. This is supported by the documentary evidence in this case, including the sale agreement dated 25th July 2004 for the land by Sotero Cantun to Ms. Leslie and cheques evidencing payments to him by Ms. Leslie. I have no evidence to the contrary on this. This, coupled with the Land Certificate in Ms. Leslie’s name, makes it clear that **she** bought it and she is registered as sole beneficiary. I am therefore unable to find that she holds **Parcel 1079** on trust for herself and Mr. Turton. There is no rebuttal to give rise to a presumption of resulting trust in Mr. Turton’s favour.
57. In relation to the three properties under consideration here, I am satisfied on the evidence that Mr. Turton has made good his claim to Lots **829** and

965 respectively. And I accordingly declare that Ms. Leslie holds these two properties as trustee for Mr. Turton.

58. I now turn to a consideration of **Lot 207B** located behind Papagayo, and **Lot 758** located in Black water Creek. These two lots are located in Trial Farm Village, Orange Walk District. They are evidenced in this case by Minister's Fiat Grant No. 924 of 2003 and No. 156 of 2005 respectively.

59. Although Mr. Turton specifically claims these two lots in paras. (iv) and (v) of his concluding prayer for relief in his Statement of Claim, there is however no clear or specific averment as to these lots being bought by him. There is only his general and unspecific averment in para. 27 of his Statement of Claim:

“27. During the course of time I continued to purchase several properties which were all transferred in the name of (Ms. Leslie) not as a gift but to protect the properties from creditors.”

60. This averment, I must say, is equally capable of being referable to any or all of the properties Mr. Turton claims an interest or share in in this case. It is I find so general and unspecific as to be almost unhelpful. This may perhaps explain why no evidence was led for Mr. Turton or elicited on his behalf by his attorneys as to the actual purchase of these two properties: there is simply nothing from him in evidence as to the date, place, vendor or the consideration for these properties. They are however, as I have noted, registered in Ms. Leslie's name.

61. There is however the allusion in para. 63 of Mr. Turton's witness statement to the purchase of these properties by Ms. Leslie from her

mother and their transfer to her on 5th July 2004. He says further that it was money from the **BOUNDARY STORE** business that Ms. Leslie used to pay for these properties. It is not exactly a clear paragraph, but its gist is, I think, Mr. Turton is claiming, that Ms. Leslie purchased these two properties *“with funds from our business”* thereby hoping to establish some equitable or beneficial claim to them. Clearly however, Mr. Turton is not saying that **he** bought these properties and had them transferred into Ms. Leslie’s name. I shall shortly examine his claim or entitlement in Boundary Store and its business.

62. Ms. Leslie for her part however, in relation to **Lot 758** states at para. 51 of her witness statement that it was transferred to her sometime in 2004, by her mother, Morline Leslie who had a Government lease on the property since 1998. She says that it was transferred to her by her mother so that she could continue to care for her in her old age.
63. In April 2005, Ms. Leslie purchased the property and obtained Minister’s Fiat Grant No. 156 of 2005 in her name.
64. She accordingly denies that Mr. Turton contributed to the purchase of this property and that she does not hold it on trust for him.
65. As regards **Lot 207B**, the documentary evidence shows that this property was originally a leasehold held by Emelda Vallecillo, the sister of Ms. Leslie (see Receipt No. 901808 dated 17th July 2000, for the sum of \$25.00 as land rent on Lot 207B, and Receipt No. LSD. OW00001756 dated 20th March 2001 for land rent issued to Emelda Vallecillo). In July 2001, approval was granted for the transfer of this property to Ms. Leslie (see Approval of Transfer of Lease Form dated 3rd July 2001 in favour of Ms. Leslie). Thereafter, Ms. Leslie paid the land rent for the property. Eventually, she purchased Lot 207B from the Government of Belize in

2003 (see Land Purchase Approval Form Ref. No. O/W 540/91 dated 2nd January 2003). In December, she acquired the freehold to the property by Minister's Fiat Grant No. 924 of 2003, dated 15th December 2003 in her name.

66. I am accordingly satisfied that on the state of the evidence, Ms. Leslie acquired Lot 207B and Lot 758 in her own right and name and not as a trustee for Mr. Turton. On the evidence in this case, I am not convinced nor satisfied that any presumption of a resulting trust operates in Mr. Turton's favour in respect of these properties. If anything, the presumption, if there is one, is negated by the clear evidence that Ms. Leslie acquired these properties solely in her own name from her relatives. As I have stated, Mr. Turton led no evidence either by oral testimony or documentary evidence, that these properties are held on trust for him by Ms. Leslie. As stated in **Snell's Equity** 31st Ed. at para. 23-03:

*“Evidence – The resulting trust arises where B purchases real property of any description or personal property using money provided by A. The advance of the purchase money by A need not appear on the face of the deed. It is no objection to the presumption of resulting trust that the purchase is stated to have been made by B (e.g. in the ordinary receipt of a conveyance on sale). **Parol evidence is admissible to prove that A was the genuine purchaser of the property, with B acting as his agent. Even in the case of land, such evidence is admissible for the statutory rule that which requires a declaration of trust respecting the land to be manifested and proved by writing does not affect the creation or operation of***

resulting implied or constructive trust.” (Emphasis added).

In this case, there was no evidence, parol or documentary, of the acquisition of these properties on behalf of Mr. Turton by Ms. Leslie.

67. However, Mr. Turton in his witness statement at para. 63, avers that Lot 207B as well as Lot 758 “*were purchased with funds from our business.*” I have already mentioned this at para. 61 of this judgment. This can only be the conceivable basis of his claim that Ms. Leslie holds these two properties in trust for him.

68. This averment is therefore closely linked to the ownership of the business known as **BOUNDARY STORE**, (in which Mr. Turton claims a share as well). I now turn to a consideration of this. Is there any evidence that Mr. Turton has an interest, legal or equitable in this business?

THE BOUNDARY STORE

69. The business known as Boundary Store, is now located at 10 Casarina Street in Orange Walk Town. From the evidence in this case, it started its life at 9 Palmar Boundary Road, corner of Jubillo Street, the residence of Ms. Leslie on neighbouring Lot 684, to its present location on 10 Casaurina Street, on **Lot 683**, which I have found belongs to Ms. Leslie (see paras. 40 – 48 of this judgment). The business was originally in used clothing bought from the U.S.A. Both Mr. Turton and Ms. Leslie travelled to the U.S.A. perhaps once, in the beginning, to purchase used clothing in bulk from dealers there. It is not exactly clear who paid and how it was done. But Mr. Turton does not claim to have done so. In fact, he says in his witness statement that Ms. Leslie would travel to the U.S.A. to purchase merchandise while he remained in Belize. (See paras. 42 and

43 of Mr. Turton's witness statement). The business however, branched into mixed items known as "bric-a-brac" and started trading in used household items, including furniture imported from the U.S.A. The trade licence for the business is in Ms. Leslie's name as well as the Bank account (No. 1330266 held at the Orange Walk Town Branch of Scotiabank.

70. In these proceedings, Mr. Turton is seeking a declaration that he is entitled to a 50% interest or such other interest as the Court may deem fit in the business known as Boundary Store as well a similar share in the Bank Account No. 1330266 held by Ms. Leslie for the business.
71. I must say however, in neither his amended Statement of Claim nor his witness statement, has he articulated the basis of his claim. He claims however that he helped and supervised the construction of the store and helped to manage the business, including paying of staff.
72. Ms. Leslie on the other hand, refutes any claim of interest in the business by Mr. Turton. This is foreshadowed in her defence, as briefly stated in para. 18 of this judgment: she completely denies that Mr. Turton has any legal or beneficial interest in the business.
73. This, however, does not preclude a consideration of what, if any, share or interest Mr. Turton might have in Boundary Store.
74. I must say, from the evidence, this is not a classic case of both Mr. Turton and Ms. Leslie, though unmarried, pooling their resources together. The question therefore is what contributions did Mr. Turton make in cash or kind, to entitle him to a share in the business. The onus is clearly on him. Also, a pertinent question is: what was the parties' intention with respect to the business?

75. A primary or threshold question in this exercise in relation to Boundary Store is: was there a common intention that Mr. Turton should have a beneficial interest in the business? A closely allied or consequential or secondary question is: what was the common intention of both Mr. Turton and Ms. Leslie as to the extent of their respective beneficial interest in the business of **Boundary Store**? See **Oxley v Hissock (2004) EWCA Civ. 546; (2004) 3 All ER 703** at pp. 726-727 per Chadwick LJ and **Stack v Dowden** supra at p. 23. Though these cases were concerned with the share of cohabitants in the proceeds of sale of their joint homes in the name of one party only, I find the principles enunciated with respect, helpful and instructive.
76. In the instant case before me, there is no evidence of any common declared intention of the parties regarding Boundary Store and its business.
77. From the evidence, it is undeniable that it was built on **Lot 683** (owned by Ms. Leslie) to accommodate the expanding business. It is equally undeniable that Mr. Turton helped in its construction, probably by supervising the workers and builders and obtaining building materials for its construction work. But the construction itself was financed by the revenue from the business while it operated from its original location at 9 Palmar Boundary Road (**on Lot 684**) and bank loans obtained by Ms. Leslie. On completion of the construction the business then transferred to its present location, 10 Causurina Street (**on Lot 683**).
78. From the evidence, it is also apparent that Ms. Leslie raised loans from the bank and obtained overdraft facilities and mortgage of the residence at 9 Palmar Boundary Road to finance the construction of Boundary Store and its business, among other things: see para. 53 and in particular, the letter dated 15th December 2006, from the Branch Manager of Scotiabank,

Orange Walk Town to the attorney of Ms. Leslie. This letter states as follows:

“Re: Angelica M. Leslie

Ms. Angelica M. Leslie has been banking with us since July, 1982. All transactions have been to our complete satisfaction. Ms. Leslie is indebted to us and all payments have been made as per arrangements. This loan was originally granted in May, 2003 and subsequently refinanced. As requested by Ms. Leslie, below is a description of the loans.

May, 2003 \$46,873 to purchase a 2003 Mazda Double Cab

December, 2004 \$92,904 Refinance plus purchase 2005 Mazda Double Cab

August, 2005 \$168,000 Refinance plus Home Improvements

Ms. Leslie provided her property situated at Palmar Boundary as security.”

79. At para. 16 of her witness statement, Ms. Leslie states her source of income and her banking relationship with other banks, the possible foundation of the Boundary Store business.

80. Mr. Turton however, states in his own witness statement at paras. 29, 30, 31, 32, 33, 34, 40, 42, 45, 46, 47 and 48 how the business was stated, expanded and operated and later located at its present site in 10 Casaurina Street. Apart from his averment at para. 33 about borrowing \$15,000.00 from his parents in June 2002, there is nowhere any statement of the amount of money Mr. Turton might have contributed to the business; even when he states at para. 29 that *“To obtain the finance for this*

new kind of business, I sold some of my equipment and assets”, and avers the same in para. 18 of his amended Statement of Claim, he still did not quantify in monetary terms his contributions to the business, or produce any satisfactory documentary evidence of his own financial contribution.

81. I am persuaded that, on the evidence, the financing of the construction of Boundary Store and its business came from Ms. Leslie and loans and mortgage with Scotiabank. For the latter she put her residence at 9 Palmar Boundary Road as the collateral. Mr. Turton was not even a co-signatory to the mortgage.

What I find strikingly odd on this aspect of Mr. Turton’s claim, is that if he contributed monetarily to the business as he claims, any prudent businessman would have, at least, ensured the trade licence for the store would be in his joint-name with Ms. Leslie. Indeed, at the very least, he would have ensured that he was a co-signatory to the bank account of the business. The reason that Mr. Turton gives at para. 33 of his witness statement why the bank account (No. 1330266 at Scotiabank, Orange Walk Town) of the business was in Ms. Leslie’s name only, was so as to avoid the Belize Bank (his creditors), would make him undeserving of any relief, even if he had made direct monetary contributions to the business and was entitled to a share of the funds in this account.

82. I am not satisfied or persuaded that on the evidence, Mr. Turton made direct financial contributions to Boundary Store and its business. There are receipts of payment for some building materials in Mr. Turton’s name, but it is probable that he paid for these with funds from the business itself. In fact, after Mr. Turton left her home in September 2006, Ms. Leslie states at para. 57 of her witness statement that a friend of Mr. Turton interceded for her to allow him to return to the store and work for her. This she states, she agreed to and allowed Mr. Turton to return to work at the

store at a weekly salary of \$500.00. Mr. Turton however denies this and avers instead in para. 32 of his Amended Statement of Claim and states at para. 53 of his witness statement that he decided to return to the store in order to protect his interest.

83. Taking the whole course of dealing between the parties, in relation to Boundary Store, I am not satisfied or convinced that it was intended by them that Mr. Turton should have a beneficial interest in the business. In my survey of the whole course of dealing between Mr. Turton and Ms. Leslie, I take into consideration all conduct which could throw light on the question of what shares or interest, as between them, were intended for each of them as regards Boundary Store and its business. I am unable to find anything that is suggestive that they intended joint shares or interest, even if not equal, in Boundary Store and its business. This would answer the primary and threshold question in this case regarding Boundary store and its business. From the evidence, Mr. Turton helped to oversee the construction of Boundary Store such as obtaining some building materials, (from the revenue of the business) and he helped in the store itself, such as supervising the staff. In fact some of them regarded him as “the boss”. I am however, convinced that all this stemmed from his personal relationship with Ms. Leslie. He was after all, living with her in her residence. He was literally and figuratively” “the man of the house”. But this did not, I find, translate to a common intention that Mr. Turton should have a beneficial interest in Boundary Store.

84. In so far as the secondary or consequential question is concerned, that is, as to the extent of the respective beneficial interest of Mr. Turton and Ms. Leslie in the business, I am unable to find, on the evidence, any monetary contributions that Mr. Turton made to the business. Any other contribution that he might have made, I find, is largely attributable to the personal relationship between him and Ms. Leslie. These are persons who were

not married, and because of the married status of one of them, a common law union between them as recognised by law could not be operative, despite the length of their relationship, surpassing by some seven years, the legal threshold to bring a common law union into play. And for most of the twelve years together Mr. Turton lived in Ms. Leslie's home. I am unable to apportion any beneficial interest between the parties as things stand in relation to the Boundary Store and its business.

85. I am compelled to observe from the facts of this case that the relationship that existed between Mr. Turton and Ms. Leslie is a social reality in Belize as it is, no doubt, in many other countries. That is to say, persons cohabiting outside of marriage or a common law union as provided for in section 148 D of the Supreme Court of Judicature Act. But as things stand, despite the length of such cohabitation, the parties thereto are outside of the legislation that currently applies to the distribution of the property and other assets of a married couple or parties to a common law union, on the end of their relationship. The plain fact is that in law, cohabitees outside of a common law union, are virtual strangers to each other for the purposes of the distribution of even their residential property and other assets unless there is evidence of direct financial contribution by either party to the acquisition or maintenance of the property or assets in question.
86. In the instant case, the exercise of apportioning any beneficial interest is made even more problematic by the lack of quantitative proof of any contribution by Mr. Turton to the acquisition of Boundary store or the operations of the business.
87. I am therefore unable to declare that Mr. Turton is entitled to 50% share in the Boundary Store, and any other share I could declare could only be speculative and unsupported by the evidence.

88. In so far as the other personal assets are concerned, from the evidence, it is manifest that Ms. Leslie holds and operates **Bank Account No. 1330266** in relation to the business at Boundary Store and Mr. Turton is not entitled to 50% or any other share of the monies in this account. The same conclusion is applicable to **Account No. 2729** held in Ms. Leslie's name, her personal account, at the Scotiabank, Orange Walk Town.
89. As regards the **2005 Mazda pickup**, I can find no evidence to warrant or support Mr. Turton's claim of 50% share or any other share in this vehicle. There is evidence that in fact Ms. Leslie bought a 2003 Mazda pickup and later gave this vehicle to Mr. Turton (see para. 55 of Mr. Turton's own witness statement and para. 53(c) of Ms. Leslie's witness statement, and the letter from Scotiabank to Ms. Leslie's attorney mentioned in para. 78 of this judgment). This letter is confirmatory of the loans Ms. Leslie took out to finance the purchase of first the 2003 Mazda pickup in 2003, and the 2005 Mazda pickup in 2004. I therefore can find no basis for Mr. Turton's claim to 50% or any other share in the 2005 Mazda pickup,
90. In relation to the **405 Lifetime Chairs** and **50 Lifetime Tables**, Mr. Turton in these proceedings seeks only an injunction against Ms. Leslie or her agents from encumbering, selling or in anyway dealing with these items. He does not state the grounds for this Order nor did he lead any evidence of any claim he might have regarding these items to warrant an injunction. Accordingly, I am unable to grant the injunctive order he seeks against Ms. Leslie regarding them.
91. In relation to the **120 pieces of gold in a Safety Deposit Box at Scotiabank**, I have already mentioned this at para. 33 of this judgment. Presumably the Safety Deposit Box is in Ms. Leslie's name. Again, apart from his fleeting reference to the purchase of jewelry and gold coins and the purchase of some jewelry by Ms. Leslie in paragraph 62 in his witness

statement, Mr. Turton in his amended Statement of Claim makes no averment of ownership or part-ownership of the gold or jewelry in the safety deposit Box and he led no evidence regarding this. All he seeks in these proceedings is an injunction preventing Ms. Leslie or her agents from encumbering, selling or dealing with the gold in the Safety Deposit Box. I am on the evidence in this case, unable to grant this order as I have no conceivable claim or justification for the injunction Mr. Turton seeks in respect of this.

Conclusion

92. In the light of my findings and conclusions, I am compelled to refuse the several declarations Mr. Turton seeks in these proceedings, save and except to declare that Ms. Leslie holds **Parcels 829 and 965 in Block 4 of San Jose Palmar Registration Section** on trust for Mr. Turton.

I refuse as well the restraining orders he seeks against Ms. Leslie in relation to the **405 Lifetime Chairs, 50 Lifetime Tables, all the gold in Safety Deposit Box with Scotiabank**, Orange Walk Town in Ms. Leslie's name, and the **2005 Mazda pickup**.

93. I shall now hear counsel as to costs.

A. O. CONTEH
Chief Justice

DATED: 1st December 2009.