

IN THE SENIOR COURTS OF BELIZE

IN THE HIGH COURT OF JUSTICE

ACTION NO. 1 OF 2024

**IN THE MATTER of an Application by KIM AMANDA JONES for the
Division of Property**

AND

IN THE MATTER of Section 150 of the Senior Courts Act

BETWEEN:

KIM AMANDA JONES

Applicant

and

WILWARD LINFORD JONES

Respondent

Appearances:

Ms. Lara Simon and Ms. Tiffany Caddle for the Applicant

Ms. Anna Rachel Montano for the Respondent

2024: July 19;
November 29.

RULING ON APPLICATION FOR JOINDER

[1] **NABIE, J.:** These proceedings concern the division of matrimonial property wherein the applicant lists several items including the matrimonial home, a bank account and several motor vehicles. Subsequent to the filing of the respondent's answer to the originating summons the applicant filed a summons to join the respondent's father as a party because the respondent deposed that the matrimonial home is situate on his father's land and further that his father contributed significantly if not singly to its construction. I have considered the oral and written submissions of counsel for

which I thank them. I have decided that the respondent's father, Wilward Jones Sr. (Mr. Jones Sr.) is not to be joined as a respondent. In so doing I considered the evidence by the parties thorough several deponents. Neither party sought cross examination on the conflicting evidence, the court was therefore denied the chance to observe the deponents. I therefore reviewed the affidavit evidence of the several deponents and the documentary evidence supplied by the parties.

Background - Originating Summons

[2] The parties were married on 19th October 2008 and subsequently divorced in 2023. There is one issue of the marriage, a son born on 5th December 2008. It is the applicant's evidence¹ that she was gainfully employed and that she and the respondent both contributed financially towards the construction and completion of their matrimonial home which they moved into around July 2007. In the applicant's affidavit in support of these ancillary proceedings she deposed as follows:

"7. In October 2005 I began working with Diamonds International in Belize City. At the same time, I began working nights and weekends at Ms. Samayoa's shop. At the time, Ms. Eustaquia Samayoa was the owner of the largest village grocery shop in Carmelita. I was paid \$150.00 weekly. I quit working with Diamond International in April 2006 and began working full-time with Ms. Samayoa. In September 2006, she left the country and left me in charge of the shop. The agreement we entered was that we continue to receive a salary, which was increased to \$300.00 per week and that we would share the profits of the business 50/50 for the duration. This arrangement sustained for a period of approximately 6 months. I must say I made quite a substantial amount of money from that arrangement with Ms. Samayoa. Those earnings provided the critical funds we required to build our matrimonial home, the details of which are expounded upon below.

9. Both the Respondent and I sacrificed for years to be able to build our home. I find it heart-breaking that he can sit and deny me the help I needed knowing what I put in and sacrificed for us to be able to build our home. We were both very young and knew what we needed in life, so we worked towards it. We both put the bulk of our earnings into the construction of our home. The respondent's income at the time was seasonal. However, because of the nature of my employment, I had a stable and reliable source of income. As such, we reserved my income to the construction of our family

¹ First affidavit of Kim Amanda Jones filed on 17th January 2024

home, we also relied on it to sustain our day-to-day subsistence. I deprived myself of anything beyond what was necessary, making such sacrifice and others, to ensure that we had the required funds for us to be able to build not only our home, but our business and to have a good comfortable life.”

[3] The Applicant in her originating summons² for division of property sought inter alia the following relief:

- “(1) A Declaration under section 150 of the Senior Courts Act that the Applicant is beneficiary entitled to one half share of interest in the matrimonial home located in Carmelita Village, Orange Walk District, Belize or such other share or interest therein as the Court deems just, together with the Chattel thereon.
- (2) A Declaration that the Applicant is beneficiary entitled to the sum of a minimum of 50% of the sum of all savings and deposits held jointly in the name of the Parties or in the sole name of the Respondent, as in the case of the Savings Account held at the La Immaculada Credit Union Limited in Orange Walk Town.
- (3) A Declaration that the Applicant is entitled to one half share interest in the assets listed below:
 - a. Blue Ford Escape 2005 4 – Cylinder wagon with V.I.N IFMYUO3135kb32964 bearing license plate OWC-20071;
 - b. Black Chevy Equinox bearing License Plate OWC-22832;
 - c. Ford F550 truck bearing License Plate OWA-5944;
 - d. Ford F550 truck with License Plate OWA-6230;
 - e. Trailers and any other equipment acquire as a part of the freight business by the Respondent
 - f. Any other vehicle owned or operated by the Respondent and the hauling and delivery business of which the Applicant was a partner and co-operator until the time the Parties separate in 2022.
- (4) An Order that the real property, chattel and other assets listed in paragraph 1 & 3 hereto be sold and the net proceeds of sale be shared equally or in such portion as the Court deems just between the Applicant and the Respondent. In the alternative, that the properties be divided equally between the parties or in such proportions as the Court deems just.”

² Originating Summons filed on 17th January 2024

The Respondent's defence

[4] The respondent denied that the applicant used her money for the construction of the matrimonial home. The respondent provided the documents evidencing land ownership in the names of his father Mr. Jones Sr. and his uncle Rodney Jones. The respondent says as follows in his affidavit in reply³:

“10. To start out I had no land so my father Wilward Linford Jones offered me to build the matrimonial home. As whatever monies the Applicant made was her personal monies, I was the one who covered our bills.

11. My father contributed a great deal to the building while I worked to gather the finance and assisted in the physical labour of building the home since I would be living rent free. At the time of the building of the home the Applicant was aware that the land never belonged to me but was in fact for my father and we were invited to build our home there.

.....

13. Paragraph 9 is denied. There was no contribution from the Applicant in the building of the home. All contributions was by my father with the little help I provided in labour on the weekends as I had a job to drive, or ????? (sic) and was employed in various jobs over the years.”

[5] The respondent filed further evidence in support of his position. The respondent's mother, Roselyn Leyola Jones,⁴ deposed that the house (the matrimonial home) was built on land owned by her husband, Mr. Jones Sr., for the benefit of the respondent. The respondent's sister, Kim Esther Ann Jones,⁵ corroborated that her father Mr. Jones Sr. built the house for the respondent and that the land was owned by her father and uncle. Affidavits of workmen were filed to say that they were contracted by the respondent's father Mr. Jones in 2006 to do work on the matrimonial home.

³ Affidavit of Wilward Linford Jones filed on 21st February 2024

⁴ First Affidavit of Roselyn Leyola Jones filed on 9th April 2024

⁵ First Affidavit of Kim Esther Ann Jones filed on 9th April 2024

Applicant's reply

[6] Thereafter, the applicant⁶ further deposed that the respondent does not hold legal title to the land upon which the matrimonial home was built. She, however, alleges that the parties have joint and equitable beneficial interest in the land as the father Mr. Jones Sr. had given permission to build on the land with a promise that the title of that portion of the land would be transferred to the respondent. Accordingly, the applicant as the wife has a minimum interest of 50% of the house and land. The applicant denied that Mr. Jones Sr. contributed to the building of the matrimonial home but rather that it was paid for by the parties. The applicant also says that she was aware that the land belonged to Mr. Jones Sr. and had no doubt that the title would eventually be transferred to them, meaning the parties.

Summons to join third party

[7] The applicant filed a Summons dated 26th April 2024 for the following:

1. "That Wilward Jones, the title holder of ***All that piece of parcel of land containing 4.87 acres situate on the North Side of the Old Northern Highway, Carmelita Area, Orange Walk District bounded and described as follows: On the North by 39.91 acres the property of Huang Chang Ching Ying measuring 197.504 meters on a bearing of 84 29 09 on the East by a 66 feet feeder road measuring 168.423 meters on a bearing of 32 o8" 12" on the South by the Old Northern Highway measuring 98.353 meters on a bearing of 84 29' 09" and on the West by 5.13 acres of land the property of Wilward Jones and Rodney Jones measuring 133.462 meters on a bearing of 176 05' 19"*** by virtue of Conveyance dated the 15th day of October 1996, be joined as a Respondent in this action and the Originating Summons be amended accordingly given that the assets claimed in this action included assets for which legal titles are vested in the name of the said Wilward Jones.
2. That leave be granted to amend the Originating Summons, to include a Declaration that the said Wilward Jones the joined Respondent is holding the asset on a resulting trust for the Applicant and the Respondent.
3. That the amended Originating Summons be served to the Respondent so joined and that liberty be given for an acknowledgement of service to be filed within eight (8) days of service by the said Respondent.

⁶ Second affidavit of Kim Amanda Jones filed on 30th April 2024

4. That cost of and occasioned by this application, be the cause.
5. That direction be given for the added Respondent to file an affidavit in response to the amended Originating Summons within 14 days for the date of service and the Applicant file an Affidavit in Reply (if any) within Fourteen days of service of the said Affidavit(s) in response/answer.”

Applicant’s case for joinder

[8] The basis of the applicant’s summons is the evidence of the respondent regarding the land upon which the matrimonial home was built. The applicant’s affidavit⁷ in support of the summons exhibits a conveyance which evidences Mr. Jones is the sole owner of the said land having purchased his brother’s share. Mr. Jones Sr. is the owner of “***All that piece of parcel of land containing 4.87 acres situate on the North Side of the Old Northern Highway, Carmelita Area, Orange Walk District bounded and described as follows: On the North by 39.91 acres the property of Huang Chang Ching Ying measuring 197.504 meters on a bearing of 84 29 09 on the East by a 66 feet feeder road measuring 168.423 meters on a bearing of 32 08” 12” on the South by the Old Northern Highway measuring 98.353 meters on a bearing of 84 29’ 09” and on the West by 5.13 acres of land the property of Wilward Jones and Rodney Jones measuring 133.462 meters on a bearing of 176 05’ 19”*** (the parcel).

[9] The applicant has filed affidavits of other deponents, namely by the affidavit of Bernard Allen⁸ and Stephanie McFadzean⁹ .

Mr. Allen deposed the following:

“4. I worked on the construction of the home for the Applicant and the Respondent taking all the walls up for the home and casting all the beams in preparation for the roofing.

5. At all times when I worked on the construction of the home, I knew I was building a house for the Applicant and the Respondent. They were a young couple starting life together who were eager to have a home of their own. They were very much involved with every detail of the works that I did. Most

⁷ Affidavit of Kim Amanda Jones filed on 15th May 2024

⁸ Affidavit of Bernard Allen filed on 30th April 2024

⁹ Affidavit of Stephanie Mc Fadzean filed on 30th April 2024

times the Respondents would be the one to pay me and he would be the one that goes to purchase materials for the construction of their home. In all those times, the Applicant was always involved with all the decisions and building of the home.

6. The Applicant was the one who was more particular about what was being built, as she was the one that would tell me where windows and doors would go. Additionally, she was the one always inspecting my work. I even remember when I started to work on the building there was no mark out for a veranda. The Applicant decided she wanted a veranda and so I was tasked in adding the veranda. The Applicant was the one that pointed out how big she wanted it and how she wanted it.

8. I am told that the Respondent is saying that the house he and the Applicant contracted me to build was built by his father Mr. Wilward Jones, affectionately known to me as Mr. Bill. I can and will say categorically that during the time I worked on the building I never had or received any instructions or payment from Mr. Bill or any other family member or friends of the Applicant and the Respondent. During the time I worked on the building I was always instructed by and paid by the Applicant and the Respondent.”

Ms. McFazdean stated the following:

“3. Through my conversation with the Parties at the time they were building, I came to learn that the property the Parties built their matrimonial home on was gifted to them by the Respondent’s father Mr. Wilward Jones, known to all the villagers including me as Mr. Bill.

9. The Parties took about 3 years to complete their home. This was because they saved and used their earnings, as they were going along to do it, rather than attempting to borrow any type of home loan, which they would not have been able to in any event as they were both young and self-employed. During the construction of their house, the Respondent was working on and off with his father operating his father’s bulldozer and not earning much. The Petitioner was earning much more than the Respondent with her business relationship she had with Ms. Taka.”

Action No. 43 of 2024

[10] In a further affidavit, the applicant¹⁰ has exhibited the respondent’s affidavit in the maintenance claim, Action No. 43 of 2024. The applicant claims that the respondent in the maintenance claim corroborates her contention that the land was promised to the respondent. The respondent in the maintenance matter deposed as follows:

- “6. My father made me a promise that once I stayed by his side I would get his assistance whenever I decided to build my own home and that the land would be at my disposal.*
- 7. When I was seventeen years old, my dad asked Mr. Cormorquie to dig up a foundation to commence construction of a house. We worked on the house slowly so it took several years to build. It was constructed with the help of various family members who assisted on the weekend. The materials and labour was paid for by my father.*
.....
- 10. I was able to save a substantial amount of money that I intended to use to buy zinc to complete the roof of the house, however, my money was stolen. The Petitioner then offered to lend me \$7,000.00 to purchase the zinc to complete the roof.*
- 11. I accepted the money that the Petitioner offered and agreed to pay her back the \$7,000.00 which I did pay back. My cousin Melonie Jones then contributed to the construction.*
- 12. In 2007 we moved into the house even though it was not completed but was livable and comfortable. My father allowed us to live rent free and I was responsible to keep the entire yard that was being utilized by my father and my family.”*

Respondent’s defence to joinder

[11] The respondent in answer to the summons stated that the house was built by Mr. Jones Sr. and he was allowed to live rent free and that the applicant was always a guest given the arrangement with his father. Further, Mr. Jones Sr. was diagnosed with dementia in 2020 and that his step mother and step sister jointly hold his power of attorney. The respondent admitted that the applicant did purchase a refridge (sic) and a stove. He also deposed at paragraph 21:

¹⁰ Third Affidavit of Kim Amanda Jones filed on 24th June 2024

“21. Paragraph one of the deed stated that the land was in the name of my father Wilward Jones. At this time, I was not born as yet. I was born in 1984. This transfer documents was years before I met my wife. When this deed of transfer was effected, I was only 10 years old.”

- [12] Also in support of the respondent are affidavits of Alvin Lincoln Tillett¹¹ who deposed that Mr. Jones Sr. contracted him to work on electrical on the matrimonial home and Melborne Orlando Jones¹² who deposed that in the years 2004 to 2007 he assisted on weekends in the construction of the matrimonial home. The respondent’s sister and step mother Kim Ester Ann Jones¹³ and Roselyn Leyola Jones¹⁴ both gave further and identical evidence to wit that they hold the power of attorney for Mr. Jones Sr. and that he did not give instructions to subdivide the land in favour of the respondent and that he, Mr. Jones Sr., built the said matrimonial home for the respondent to live rent free because of his commitment and responsibility to take care of his father and the property.

Submissions

- [13] The Applicant in her written submissions takes issue with the procedure adopted by this court at the hearing on case management on 27th June 2024. At the hearing Roselyn Jones and Kim Esther Ann Jones were on the link as well as an attorney, Ms. Fraser who was there so seek the interest of Mr. Jones Sr. I did allow them to speak as this matter is not in camera. I allowed Ms. Fraser to have audience in the capacity of amicus curiae. I directed that the proceedings be served on Mr. Jones Sr. There can be no procedural injustice to have this done. Mr. Jones Sr. was not married to the applicant and attempts are being made to have his parcel of land treated as matrimonial property in these proceedings.

¹¹ Affidavit of Alvin Lincoln Tillett filed on 17th May 2024

¹² Affidavit of Melborne Orlando Jones filed on 17th May 2024

¹³ Second Affidavit of Kim Ester Ann Jones filed on 5th July 2024

¹⁴ Second Affidavit of Roselyn Leyola Jones filed on 5th July 2024

[14] The issues to be decided are:

1. Has a resulting trust been created given the factual scenario as outlined?
2. Whether Wilward Jones Sr. should be joined as a party to the originating summons?

Law and Discussion

Joinder of Parties

[15] The **Civil Proceedings Rules (CPR)** excludes family matters see CPR 2.

CPR 2.2(3)

“These Rules do not apply to proceedings of the following kinds -

(c) family proceedings.”

[16] The applicant in her submissions sets out the following procedural legal basis for this court to join Mr. Jones Sr.

The applicant relies on Section 36 of the **Senior Courts Act**, 2022 which preserved the jurisdiction of the High Court that was in existence by virtue of the **Supreme Court of Judicature Act**.

Section 36

“Nothing in this Act shall be constructed to take away or abridge any jurisdiction. Power or authority now vested in the Court under the Supreme Court Act in force immediately before the commencement of this Act and that the Court shall and exercise all other jurisdiction powers and authorities whatever which now are or in may hereafter be expressly or by implication vested in it by any law.”

The **Supreme Court of Judicature, England, The Rules of the Supreme Court (Revised) 1965 Order 15(6) Page 75,**

“6. Misjoinder and nonjoinder of parties

- 1) No cause or matter shall be defeated by reason of the misjoinder or nonjoinder of any party; and the Court may in any cause or matter determine the issue or questions in dispute so far as they affect the rights and interest of the person who are parties to the cause or matter.

- 2) Subject to the provision of this rule, at any stage of the proceedings in any cause or matter the Court may on such terms as it thinks just and either of its own motion or on application -
- (a) order any person who has been improperly or unnecessarily made a party or who has any reason ceased to be a proper or necessary party, to cease to be a party;
 - (b) order any of the following persons to be added as a party, namely -
 - i. any person who ought to have been joined as a party or whose presence before the Court is necessary to ensure that all matters in dispute in the cause or matter may be effectually and completely determined and adjudicated upon, or
 - ii. any person whom any party to the cause or matter there may exist a question or issue arising out of or relating to or connected with any relief or remedy claimed in the cause or matter which in the opinion of the Court it would be Just and convenient to determine as between him and that party as well as between the parties to the cause or matter.” (3) An application by any person for an order under paragraph (2) adding him as a [part 4 must, except with the level of the Court, be supported by an affidavit showing his interest in the matters in dispute in the cause or matter or, as the case may be, the question or issue to be determined as between him and any party to the cause or matter.

.....

- 4) No person shall be added as a plaintiff without his consent signified in writing or in such other manner as may be authorized.
- 5) No person shall be added or substituted as a party after the expiry of any relevant period of limitation unless either-
 - (a) the relevant period was current at the date when the proceedings were commenced and it is necessary for the determination of the action that the new party should be added, or substituted, or
 - (b) the relevant period arises under the provision of section 11 or 12 of the Limitation Act 1980 and the Court directs that those provisions should not apply to the action by or against the new party. In this paragraph ****any relevant period of limitation*** means a time limit under the Limitation Act 1980 or a time limit

which applies to the proceedings in question by virtue of the Foreign Limitation Period act 1984.]

- 6) Except in a case to which the law of another country relating to limitation applies, and the law of England and Wales does not so apply, the addition or substitution of a new party shall be treated as necessary for the purpose of paragraph (5)(a) if and only if, the Court is satisfied that –
- (a) the new party is a necessary party to the action in that property is vested in him at law or in equity and the plaintiffs claim in respect of an equitable interest in that property is liable to be defeated unless the new party is joined, or
 - (b) the relevant cause of action is vested in the new party and the plaintiff jointly but not severally, or
 - (c) the new party is the Attorney General and the proceedings should have been brought by relator proceedings in his name, or
 - (d) the new party is a company in which the plaintiff is a shareholder and on whose behalf the plaintiff is suing to enforce a right vested in the company, or
 - (e) the new party is sued jointly with the defendant and is not also liable severally with him and failure to join the new party might render the claim unenforceable.”

[17] The evidence regarding the matrimonial home is in conflict between the parties as one would expect in the circumstances. I have considered the evidence and as to whether the land is to be treated as property for the purposes these ancillary proceedings.

Lord Neuberger in the English Court of Appeal in the decision of **Edgerton and Edgerton** has this to say:

“[53] I would take this opportunity to endorse what was said by Mr. Mostyn QC sitting as a Deputy Judge in the Family Division in TL [2006] 1 FLR 1263, paras 36-37

‘36. In my opinion, it is essential in every instance where a dispute arises about the ownership of the property in ancillary relief proceedings between a spouse and a third party, that the following things should ordinarily happen:

- i) The third party should be joined to the proceedings at the earliest opportunity;*

- ii) *Directions should be given for the issue to be fully pleaded by points of claim and points of defence;*
- iii) *Separate witness statements should be directed in relation to the dispute; and*
- iv) *The dispute should be directed to be heard separately as a preliminary issue, before the FDR.*

37. In this way the parties will know at an early stage whether or not the property in question falls within the dispositive powers of the court and a meaningful FDR can take place. It also means that the expensive attendance of the third party for the entire duration of the trial can be avoided.....”

[18] The approach by the English Court of Appeal would be for the court to grant the relief/joinder sought in the Summons and thereafter have a hearing on the preliminary point of whether in fact the land to which Mr. Jones Sr. has legal title constitutes matrimonial property.

[19] The parties did not seek to cross examine any witnesses in this matter. Therefore, I have been left to consider the statements regarding who contributed to the construction of the house and whether in fact Mr. Jones Sr. promised to transfer the land to the parties and is therefore holding it in a resulting trust.

[20] With regard to the applicant’s objection to the court’s procedure, I am of the view that nothing prohibits me from having the attorney for the proposed respondent Mr. Jones Sr. be served with the joinder application. Mr. Jones Sr. or his power of attorney did not seek to join the proceedings or be heard on the summons. I see no prejudice to the applicant in her case to direct service on the proposed respondent. This can only be keeping with the principles of natural justice and fairness.

[21] The applicant swore to evidence that she was aware that the land was owned by Mr. Jones Sr. but she only sought to join him as a party after the respondent filed his evidence. The respondent deposed that the land was owned by Mr. Jones Sr. and his brother, but the applicant provided a deed of conveyance to show that the property is in the sole name of Mr. Jones Sr. This, the respondent subsequently said he was not aware of the 1996 deed.

[22] The land (the parcel) owned by Mr. Jones Sr. is 4.87 acres and is occupied by the family of Mr. Jones Sr. and his family. The relief sought in the Summons speaks to an amendment to the Originating Summons to include that Mr. Jones Sr. holds the asset on resulting trust. Is the asset the 4.87 acres? The answer has to be in the negative.

Resulting Trust

[23] Based on the learning on resulting trusts, it is apparent that the applicant's factual scenario fails to give rise to a resulting trust.

“Halsbury's Laws of England”¹⁵ a resulting trust may arise by operation of law in two set of circumstances:

‘A resulting trust is a trust arising by operation of law. Such a trust arises in two sets of circumstances.

The first set of circumstances occurs where A makes a voluntary transfer of property 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, when there is a presumption that A did not intend to make a gift to B. The 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. This has been described as a presumed resulting trust. It is, however, not to be relied upon in determining interest in a property occupied as a family home; instead reliance is placed upon the common intention constructive trust.

The second set of circumstances occur where A transfer property to B on express trust, but the trust declared do not exhaust the whole beneficial interest. This has been described as an automatic resulting trust. A special case is the Quistclose trust where X transfers money to Y on the agreed basis that Y is not free to use it as his own but must (or may) use it exclusively for a particular purpose, like paying creditors or buying property in which eventuality occurring a debtor-creditor relationship is to arise between Y and X. Equity presumes that until then Y holds the money from the outset on a resulting trust for X’.

Both types of resulting trusts are traditionally regarded as examples of trust giving effect to the common intention of the parties. However, a resulting trust can be regarded as imposed where it cannot be probed that the transferor intended to part with his beneficial interest. A resulting trust is not imposed by law against the intention of the trustee (as may happen for a constructive trust), but gives effect to his presumed intention.

¹⁵ Halsbury's Laws of England (Trust and Powers) (Volume 98) (2019) (131)

The presumption of a resulting trust can be rebutted by evidence that the transferor intended to part with beneficial ownership.”

Conclusion

[24] These are ancillary proceedings for division of matrimonial property. It is undisputed that Mr. Jones Sr. is the owner of the land upon which the matrimonial home was built. The applicant seeks a share of that land which is a portion of the larger parcel and has not been subdivided as I glean from the evidence. Although, I may join Mr. Jones Sr. at this point to thrash out the issues regarding the land upon which the matrimonial home has been built, it is in my view unnecessary to do so as the circumstances as outlined as in the evidence will not be viewed as a resulting trust. I am therefore not convinced that based on the grounds in the summons that I should make an order for joinder. Further, Mr. Jones Sr. was not party to the marriage, the parcel of land for which he holds legal title does not form part of the matrimonial property in these proceedings. The land identified by the applicant in the reliefs is not owned by the respondent. Further, it would serve no useful purpose to join Mr. Jones Sr. to the originating summons then to have a hearing to the ownership of land (the parcel). The same evidence at any subsequent hearing/application Mr. Jones Sr. would have filed is already before me. I decline the reliefs prayed for in the Summons

Disposition:

[25] I hereby order as follows:

- (1) The Summons is dismissed.
- (2) Mr. Wilward Jones Sr. is not joined as a party to the Originating Summons.
- (3) Costs are costs in the cause.

Nadine Nabie
High Court Judge