

**IN THE SUPREME COURT OF BELIZE, A.D. 2015**

**CLAIM NO. 4 of 2015**

**BETWEEN:**

**FRANCIS GILL** **Claimant/Judgment Creditor**

**AND**

**DEVON DALE JONES** **Defendant**

**AND**

**MICHELLE JONES** **Interpleader Claimant**

In Court

**BEFORE:** Hon. Chief Justice Kenneth A. Benjamin  
May 8 & 9, 2018

**Appearances:** Mr. Kareem Musa for the Claimant  
Ms. Darlene Vernon for the Interpleader Claimant

**JUDGEMENT**

1. On February 7, 2018, a writ of fieri facias was executed at the premises of the Defendant to satisfy a judgment entered in favour of the Claimant. The Marshall proceeded to mark certain goods and chattels and listed the items by quantity and description.
2. By Notice dated February 26, 2018, Michelle Jones, the wife of the Defendant ("the Interpleader Claimant"), claimed the goods as owner and supported her claim with an affidavit. In a second Affidavit in support, as was the case with the first affidavit, receipts were exhibited for some of the items claimed. In respect of the items claimed for which receipts were not tendered, the Interpleader Claimant

deposed as to her ownership of some of them and the circumstances under which they were acquired by her.


3. The Marshall gave written notice to the Claimant of the claim to the goods by the Interpleader Claimant and the Claimant gave notice disputing the claim. As per the prescribed rules, the Marshall has issued an interpleader application, which was duly served on the Claimant/Execution Creditor and upon the Interpleader Claimant and the Defendant.
4. In essence, the Claimant's notice has disputed the ownership by the Interpleader Claimant of fourteen (14) items for which receipts have not been tendered. Of these, the Interpleader Claimant did not pursue her claim in respect of four items, namely, the wooden bar stools four (4), the Toshiba DVD player, the black office chair and the HP burner. The remaining ten (10) marked items were the subject of a hearing before the court.
5. In her first affidavit, the Interpleader Claimant prefaced her detailed claim by stating that previously she was employed for nine (9) years at the Belize Family Life Association, then she worked at "D Spot". Thereafter, she became self-employed in her own buy-and-sell business and in rearing poultry and farm animals for sale. In cross-examination she told the Court that the matrimonial home at Rhaburn Ridge Village on the Phillip Goldson Highway was in the sole name of her husband. In her affidavit she stated that he paid the mortgage and assisted with paying the utilities as well as for food. She deposed that he did not have enough money to furnish the house. These matters were not challenged by the Claimant. The Court accepts that the role of the Interpleader Claimant in the household was hardly passive in relation to its furnishing and upkeep. The receipts she proffered are testimony to her active participation in the furnishing of the home.

6. However, the point was well-made, when the Interpleader Claimant was questioned by learned Counsel, that, her ipsa dixit aside, there was no independent evidence of her ownership of the items for which no receipts were exhibited. It can at once be said that the blue child's bicycle was plainly a gift to a child and regardless of who made the purchase it has been alienated. It was open to the Interpleader Claimant to offset her self-serving testimony by providing proof from third party sources to corroborate her purported explanations as to how the undocumented items were acquired. In the absence of such supporting testimony, the claim has failed to meet the standard that it was more probable than not that she is the owner of the items she claims without receipts.
7. For the avoidance of doubt, the security system was acquired from Benny's with the assistance of the Defendant's then employer to whom he became indebted. However, the Claimant has not disputed the title in the notice of March 8, 2018.
8. Accordingly, the Court rejects the claim by the Interpleader Claimant to the undocumented items, thus rendering the following marked items eligible for sale:-
  1. One flat screen 32" Polaroid TV
  2. One flat screen 32" Insignia TV
  3. One 4-piece sofa set
  4. One wooden TV stand
  5. Three black Lasko fans
  6. One small metal ladder
  7. Two (2) 6-drawer dressers
  8. Two (2) gas cylinders
  9. One black office chair
  10. One HP desktop with accessories
  11. One Dell desktop computer (monitor only)
  12. One HP printer

13. One Hp burner

9. The claim by way of interpleader stands dismissed in relation to the items set out in paragraph 8 above. The Interpleader Claimant shall be liable for the costs of this application fixed in the sum of \$1,000.00

Dated the **9th** day of **May**, 2018

  
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**KENNETH BENJAMIN**  
**CHIEF JUSTICE**