

IN THE SUPREME COURT OF BELIZE, A. D. 2012

ACTION NO. 30

IN THE MATTER OF An Application by NELLIE BRICEÑO

AND

IN THE MATTER OF An Application by NELLIE BRICEÑO under Part V of the Supreme Court of Judicature Act, Chapter 91 of the Laws of Belize

AND

IN THE MATTER OF Sections 148:05 and 148:09 of the Supreme Court of Judicature Act, Chapter 91 of the Laws of Belize

BETWEEN:

(NELLIE BRICEÑO

APPLICANT

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(AND

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(BALTAZAR CAMPOS

1st RESPONDENT

(JESSE BALTAZAR CAMPOS

2nd RESPONDENT

(AGRICENTRO LTD.

3RD RESPONDENT

BEFORE THE HONOURABLE MADAM JUSTICE MICHELLE ARANA

Mrs. Magali Marin Young, SC, for the Applicant

Mrs. Agnes Segura Gillett for the 1st and 2nd Respondents

Ms. Lisa Shoman, SC, for the 3rd Respondent

J U D G M E N T

1. This is a Claim under section 148 of the Supreme Court of Judicature Act, Chapter 91 of the Laws of Belize for orders declaring the interest of the parties in the division of real and personal property acquired during the course of a common law union. The Applicant Nellie Briceño and the Respondent Baltazar Campos lived together in a common law union which has broken down. The Applicant has joined the Second Respondent who is the son of Baltazar Campos to whom certain properties were transferred within two weeks of the disintegration of the common law union. The Third Respondent is a domestic company owned by Baltazar Campos and Dion Snyder which claims beneficial ownership in the properties acquired during the common law union. Mr. Campos has also brought a counterclaim against Ms. Briceño seeking an interest in properties acquired by her during the course of their union. There has been significant delay in this decision which is regrettable. The trial of the matter was lengthy, starting on April 7th, 2016 and concluding on June 13th, 2017 as reflected in the 1521 page transcript which had to be prepared in parts over the past two years given the limited resources of the court. The transcript was finalized in February 2019 and the court now delivers its decision.

Facts

2. In 1985, Ms. Briceño graduated from Muffles College in Orange Walk Town and married Canuto Guerra and gave birth to her first child Yesenia Guerra on February 6th, 1986. In November 1988, while still being married to Mr. Guerra, she started working as a secretary at Belagro Company in Orange Walk Town where she met Mr. Campos, also an employee of Belagro at that time. Mr. Campos was married to one Marlen Padron and he had three children with her. Mr. Campos and Ms. Briceño became entangled in an extra marital affair with each other and Ms. Briceño became pregnant for Mr. Campos with their first child Shalinie Guerra who was born on November 11th, 1990. On July 4th, 1990 Ms. Briceño gave birth to her second child with Mr. Campos, Jairo Guerra. Both children were registered as children of Canuto Guerra, Ms. Briceño's husband at that time.

Ms. Briceño obtained a divorce from Mr. Canuto Guerra on January 13th, 2005 and Mr. Campos obtained a divorce from his wife Ms. Marleni Padron in 2004. Ms. Briceño and Mr. Campos and their children Shalinie and Jairo, along with Eric (Mr. Campos' eldest child from his marriage) then lived together at No. 6 St. George's Caye Street in Orange Walk Town. Mr. Campos incorporated a local company, Agricentro Ltd, with his friend and business

partner Dion Snyder on August 29th, 2000; Baltazar Campos and Dion Snyder each took one share in the company and appointed themselves as directors thereof. During the course of their common law union, Ms. Briceño and Mr. Campos earned their livelihood in this farming business, where he tilled the soil to produce fruits and vegetables to sell, while she provided secretarial, accounting and managerial services to the business. Agricentro Ltd. developed into a very successful business yielding huge profits, which enabled the parties to invest in other business ventures such as the purchase and sale of irrigation supplies. On March 2011, Ms. Briceño left their home after a major dispute with Mr. Campos about money. During the course of their union, several properties were acquired and the court now looks at these properties to determine the interest of each party.

Issues

3. 1. Whether there was a common law union, and if so, what was the duration of the union?
2. Whether Nellie Briceño is entitled to an interest in property owned by Baltazar Campos in his own name pursuant to Section 148 E of the Supreme Court of Judicature Act?

3. Whether the court has jurisdiction to make declarations of beneficial interest outside of section 148:05 of the SCJA? If so, is the Applicant entitled to such declarations?
 4. Whether the properties acquired by Mr. Campos are held in trust for Agricentro Ltd?
 5. Should the Court set aside the transfers in respect to Parcel 509 and 497 by Mr. Campos to his son Jairo Campos?
 6. Whether in analyzing what is just and equitable, the Court should use the global approach or the asset by asset approach?
4. Issue 1: *Whether there was a common law union, and if so, what was the duration of the union?*

I find on the evidence presented by the Applicant and the Respondent, that while there is a dispute as to the exact date that the parties started physically living together as a couple (whether it was 1998 as Ms. Briceño alleges or 2000 as Mr. Campos contends), the common law union between Nellie Briceño and Baltazar Campos began in 2005 and ended in 2011. As clearly stated in the landmark decision of *Vidrine v. Vidrine*, Civil Appeal No. 2 of 2010 cited by all counsel in this matter, this court can therefore only consider properties acquired during the marriage, or in this case during the period of

the common law union. The court has no jurisdiction under Section 148 of the SCJA to decide on the ownership of properties which were acquired before or after the union. Having defined the specific period that the common law union existed, I now identify the properties which the court will decide ownership of as follows:

1) Parcel 963 Block 4 Carmelita Registration Section Proprietor:
Baltazar Campos Title: Minister's Fiat Grant No. 235 of 2007 Lease
Acquired : 13/02/2001 Freehold Acquired : 10/04/2007

2) Parcel 964 Block 4 Carmelita Registration Section Proprietor:
Baltazar Campos Title: Minister's Fiat Grant No. 237 of 2007 Lease
Acquired: 18/06/2000 Freehold Acquired: 18/3/2007

3) Parcel 997 Block 4 Carmelita Registration Section Proprietor:
Baltazar Campos Title: Minister's Fiat Grant No.233 of 2007 Lease
Acquired 07/07/2006 Freehold Acquired 10/04/2007

4) Parcel 497 Block 4 Carmelita Registration Section Land Certificate
LRS-201103322 Lease Acquired 2001 Freehold Acquired by Baltazar
Campos 11/07/2001 Transfer to Jesse Campos 18/3/2011

- 5) Parcel 509 Block 4 Carmelita Registration Section Land Certificate
LRS-201103321 Lease Acquired 2001 Freehold Acquired by Baltazar
Campos 11/07/2007 Transfer to Jesse Campos 18/03/2011

- 6) Parcel 970 Block 4 Carmelita Registration Section Proprietor:
Baltazar Campos Title: Minister's Fiat Grant No.233 of 2007 Lease
Acquired : 15/09/2006 Freehold Acquired: 10/04/2007

- 7) Parcel 1000 Block 4 Carmelita Registration Section Proprietor:
Baltazar Campos Title: Lease No. OW -747/2004 Lease Acquired:
2/1/2007

- 8) Parcel 2682 Block 4 Orange Walk Town Registration Section
Proprietor : Baltazar Campos Freehold Acquired: November 2008

- 9) Parcel 2690 Block 4 Orange Walk Registration Section Proprietor:
Baltazar Campos Freehold Acquired: November 2008

Issue 2

5. *Whether Nellie Briceño is entitled to an interest in property owned by Baltazar Campos in his own name pursuant to Section 148E of the SCJA?*

Section 148 E of the Supreme Court of Judicature Act reads as follows:

“148E- (1) Where the parties to a common law union separate, then either party to the union may thereafter make application to the Court for a declaration of that party’s title or rights in respect of property acquired by the parties or either of them during the subsistence of the union.

(2) In any proceedings under subsection(1) of this section, between the parties to a common law union in respect of the existing title or rights to property, the Court may declare the title or rights, if any, that a party has in respect of his property.

(3) In addition to making a declaration under subsection (2) of this section, the Court may also in such proceedings make such order as it thinks fit altering the interests and rights of the parties to the union in the property, including,

(a) an order for a settlement of some other property in substitution for any interest or right in the property; and

(b) an order requiring either or both parties to the union to make for the benefit of the other party, such settlement or transfer of property as the Court determines

(4) The Court shall not make an order under subsection (3) of this section unless it is satisfied that, in all the circumstances it is just and equitable to make the order.

(5) In considering whether it is just and equitable to make an order under subsection (3) of this section, the Court shall take into account the following:

(a) the financial contribution made directly or indirectly by or on behalf of either party to the union in the acquisition, conservation or improvement of the property or otherwise in relation to the property;

(b) the non-financial contribution made directly or indirectly by or on behalf of either party to the union in the acquisition, conservation or improvement of the property, including any contribution made in the capacity of housewife, homemaker or parent;

(c) the effect of any proposed order against the earning capacity of either party to the union;

(d) the age and state of health of each of the parties to the union and the children born from the union(if any);

(e) the eligibility of either party for a pension, allowance, gratuity, or some other benefit under any law, or under any superannuation scheme, and where applicable, the rate of such pension, allowance, gratuity or benefit as aforesaid;

(f) the duration of the union and the extent to which it has affected the education, training and development of the party to the union in whose favor the order will be made;

(g) the need to protect the position of a woman, especially a woman who wishes to continue in her role as a mother;

(h) the non-financial contribution made by the female party to the union in the role of companion and/or mother and in raising the children born from the union (if any);

(i) any other fact or circumstance that, in the opinion of the Court, the justice of the case requires to be taken into account.

(6) Where the Court makes an order under subsection (3) of this section, it may also make such consequential orders in respect thereto, including orders as to sale or partition, and interim or permanent orders as to possession, and may further order that any necessary deed or instrument be executed , and that such documents of title to the property be produced or such things done as are necessary to enable the Court's order to be carried out effectively, or that security be provided for the due performance of an order.

(7) Any order made by the Court under this section shall be binding the parties to the union, but not on any other person.

6. Having identified the properties acquired during the common law union between Nellie Briceño and Baltazar Campos, the court now goes on to determine, using the asset by asset approach, whether Ms. Briceño is entitled to an interest in the properties in the name of Baltazar Campos and the extent of such interest. Having reviewed all the evidence, I am satisfied on a balance of probabilities that the Applicant is entitled to a half share in all the properties acquired during the union. There is a preponderance of evidence as to the extent of overwhelming effort Ms. Briceño put into

helping Baltazar Campos, her common-law husband, transform Agricentro from a simple, small fruit and vegetable business into an extremely successful enterprise which eventually expanded into sale of irrigation supplies. No doubt her industry and dedication to the business, (as evidenced by the testimony of witnesses such as Liduvinia Yam, a schoolteacher and neighbor on 29 Palmetto Street, who vividly described seeing Ms. Nellie Briceño physically helping Mr. Baltazar Campos and their workers to load fruits and vegetables two or three days a week every week into the truck for sale in the wee hours of the morning around 2:00 or 3:00 a.m.) coupled with his love for her as his common law wife is what prompted Mr. Campos to place the profits generated from the business into fixed deposits in their joint names. He did not place the profits of the company into any account in the name of Agricentro Ltd. While it is true that Agricentro Ltd. was formally incorporated by Baltazar Campos and Dion Snyder in 2000, the evidence reveals that this was merely a paper company. It is clear from the evidence from the Applicant and the Respondent that Mr. Campos and Ms. Briceño used the monies generated from this business to supply the needs and wants of themselves and their family, with absolutely no regard for Dion Snyder as shareholder and director of the company. The

monies generated by the business were used to purchase several properties which were never placed into the name of Agricentro Ltd. There is not a shred of evidence of any accountability of the monies of Agricentro Ltd. to Dion Snyder, and from his testimony, Mr. Snyder was quite content over the years with this state of affairs. He testified that even though he was a financial investor, shareholder and director of Agricentro Ltd., he was happy for his friend Baltazar Campos to use the funds of Agricentro Ltd. as he pleased, with no regard or accountability to him for how the monies were being spent. In fact Mr. Snyder testified under re-examination that this was “*by design*”. The court was so astonished by this testimony that it enquired of this witness as to the reason for this extremely lax and permissive attitude as a director of Agricentro Ltd., a ‘for profit’ company; paraphrasing Mr. Snyder’s answer he said that while he wanted the business to grow and make money, he did not intend to take money from the business until it had reached a certain level and in his opinion Agricentro Ltd. was not yet at that level. He went on to explain that since his friend and business partner Baltazar Campos was the man on the ground in Belize, while Mr. Snyder lived in the US, he wanted Mr. Campos to be happy and to use whatever money from the business as he needed because Mr. Campos was working in

Agricentro Ltd. every day for 365 days a week. Mr. Snyder said that he saw Mr. Campos as a business partner, not as a slave, so to his mind it was right that Mr. Campos should be compensated outside of what Snyder would be compensated. Under extensive cross-examination by Mrs. Marin Young SC, Mr. Snyder seemed blissfully unaware of the day to day running of the company, and was unable to answer even the most elementary questions about the business in which he had invested. It is on this basis that the court finds that Agricentro Ltd. was a mere paper company, and that Mr. Campos used the funds generated by the business to do with as he pleased. With all due respect, I must state categorically that I do not believe the evidence of Mr. Snyder on this point at all. I do not accept that it was ever the intention for the properties acquired by Mr. Campos to be held in trust for Agricentro Ltd. I fully believe Ms. Briceño when she says that she was led by Mr. Campos to believe that she and Baltazar Campos owned the business jointly. It is clear from all the evidence that the manner in which Agricentro Ltd. was operated on a daily basis by the Applicant and the Respondent was as a 'mom and pop' enterprise, where profits generated by that business were used by Mr. Campos and Ms. Briceño to go on their family vacations, buying gifts, paying household expenses, pay medical expenses, etc. There is no filing of

annual returns, etc., as would be expected of an incorporated business. There has never been any audit of the company's finances. There is no evidence of any shareholders or directors meetings being held between Mr. Campos and Mr. Snyder over the years. I agree with the submission of Mrs. Marin Young SC that the evidence shows that Mr. Snyder acted as a middle man who purchased irrigation supplies for Agricentro Ltd. and that Mr. Snyder was repaid from the profits of Agricentro Ltd. It is pellucid from the evidence that Ms. Briceño together with her common law husband Baltazar Campos made a formidable team in operating Agricentro Ltd. She managed the staff and finances of the business with aplomb and served as the public relations face of the enterprise, while Mr. Campos was the brawn, the indefatigable farmer, tilling the soil relentlessly and raising cattle from dusk till dawn on a daily basis. It is small wonder that the business flourished and prospered; I find as a fact that that success was clearly attributable to the joint efforts of both Nellie Briceño and Baltazar Campos. Now that the relationship between the Applicant and the First Respondent has disintegrated, Mr. Campos seeks to trivialize the efforts made by Ms. Briceño by claiming that she was merely a paid employee of the business, a glorified secretary at best. But the court finds overwhelming evidence of non-financial

contribution that Ms. Briceño, through her diligent efforts in the business as well as in the home as a mother to the couple's children throughout the union, is entitled to a half share in each of the properties listed above. I am buttressed in this view by the fact that even after the dramatic end of the relationship between the parties involving allegations of infidelity, accusations of theft of large sums of money, assault with guns and restraining orders, Mr. Campos invited Ms. Briceño back into the business so that she could assist him for an additional two months after their breakup with finalizing certain business transactions. The court finds as a fact that Ms. Briceño was Mr. Campos' right hand in operating Agricentro Ltd., and it is only his anger and bitterness at her alleged betrayal and infidelity to him that has led him to now say that she was just a secretary for the company. While it is true that Ms. Briceño received a small salary of \$250 per week from Agricentro Ltd. for her work in the business; however, I note that Mr. Campos also received a small salary of \$350 per week from the company. This fact does not make Ms. Briceño a mere secretary nor does it make Mr. Campos a mere farm worker. Looking at the totality of the evidence, they were equal business partners who owned the business and treated the profits of the company as their own. I am fortified in this view by the fact that both parties

agreed that while they were living together, it was not uncommon for them to keep exorbitant sums of cash, e.g. \$15,000, \$20,000, even \$45,000 in envelopes, to which they both had access to use as they wished, from their business in their bedroom. Ms. Briceño and Mr. Campos had a joint account into which all the monies from the business were deposited and she had full access to those monies, just as Mr. Campos did, to do with those funds as she pleased. There were also fixed deposits which contained funds from the profits of the business, but those deposits were never placed in the name of Agricentro Ltd. which had been incorporated since 2000, but in the name of Ms. Briceño and Mr. Campos. Up to the date when the common law union came to an end in 2011, the accounts for the business were still not in the name of Agricentro Ltd, but in the joint names of Ms. Briceño and Mr. Campos. It is therefore just and equitable that Ms. Nellie Briceño be awarded a half share in the properties acquired. In terms of financial contribution to the acquisition, conservation and improvement of the properties acquired, the court accepts as true the evidence of the many receipts submitted which prove that Ms. Briceño developed a pedlar's business selling clothes, shoes, jewelry and cosmetics as a means of supplementing the income of her family. The court also takes into account Ms. Briceño's efforts in establishing a food

business along with her daughter Shalini which helped the family to cope with the financial challenges brought by a hurricane in 2008 that had destroyed the crops on the family farm. Mrs. Magali Marin Young SC urges the court to take into account the non-financial contribution allegedly made by Ms. Briceño in personally lobbying with her cousin Minister of Natural Resources John Briceño to assist in obtaining Parcels 963, 998, 964, 509, 497, 997, 970 of Block 4 Carmelita Village. However, I agree with the submissions of Mrs. Agnes Segura Gillett that there is no evidence presented by Ms. Briceño, apart from her testimony, to establish this allegation. The court therefore cannot rely on this allegation as proof of non-financial contribution. I do accept as true the evidence of the Applicant that she made indirect financial contributions by working for Agricentro Ltd. as accounts manager, payroll master, seller and marketer of produce, manager of all businesses outside the office, preparing checks and receipts, doing banking transactions and deposits, purchasing and delivering for the business. I accept the evidence of the Applicant's dedication to the business and industry as true not just on the word of the Applicant herself but also of witnesses such as Alberto Nolasco Diaz, a farm worker who lived on the farm, who said under cross-examination that he saw Ms. Nellie and her children

Shalini and Jairo physically working on the farm on Saturdays assisting workers to package corn. Corroboration of Ms. Nellie's evidence that she personally delivered fruits and vegetables on behalf of the business came from Mr. Campos's own witness, one Gladys Leticia Marroquin who clearly agreed with that suggestion put by Mrs. Marin Young SC in cross-examination.

I believe the testimony of Shalinie, the daughter of Mr. Campos and Ms. Briceño, who spoke very highly of both her parents. In considering the role of Ms. Briceño as parent and homemaker, I take account of and I believe Shalinie's evidence of how her mother Ms. Briceño would prepare lunch for her father and the entire family and how her mother would assist her with her homework and her preparations for CXC's. She emphasizes the fact that her father was an extremely industrious man, who won farming awards for his diligence, but she made it clear that her mother played a major role through her own industry and hard work in the office, at the farm and at home which made the business a tremendous success, and I believe her. It is clear that Ms. Briceño also nurtured her children and encouraged them to not only work hard in their family business, but also pursue a good education.

This factor also goes towards her entitlement to a half share in the properties acquired during the union.

7. Whether the court has jurisdiction to make declarations of beneficial interest outside of section 148:05 of the SCJA? If so, is the Applicant entitled to such declarations?

There are properties acquired outside the period 2005 to 2011 that period of the common law union. Both Counsel agree that the court has jurisdiction outside of Section 14 of the Supreme Court of Judicature Act to make declarations of beneficial interest; the question is whether the Applicant or the Respondent is entitled to such declarations based on the evidence in this case. Ms. Briceño is claiming an interest in those properties owned by Mr. Campos which were acquired outside the period of the common law union on the basis of constructive trust. Mr. Campos is also counterclaiming for an interest in properties owned by Ms. Briceño on the same basis. I agree with the submissions of Mrs. Segura-Gillett on behalf of the Respondent that property which was acquired by the Respondent outside the common law union cannot be considered under Section 148 of the Supreme Court of Judicature Act. However, Mrs. Marin-Young SC argues on behalf of the

Ms. Briceño that she is entitled to a half share of the interest in the property at 29 Palmetto Street on the principles of constructive trust. Learned Counsel argues that Ms. Briceño assisted Mr. Campos in improving the property and making extensions to it. Mrs. Segura-Gillett contends on behalf of Mr. Campos that the leasehold and freehold of 29 Palmetto Street was acquired by Mr. Campos in 1997 and 2000 respectively, long before the common law union began, and that the Applicant has not provided any evidence other than her bald assertions that she contributed to the improvements of the property. I agree with the submissions of Mrs. Segura-Gillett on this matter. Mr. Campos acquired this property and constructed this house long before the common law union began. I see no evidence that Ms. Briceño contributed to any improvements on this property, nor of any common intention of the parties that she would have a beneficial interest in this property; there is therefore no basis on which the court can alter property rights in this matter. Ms. Briceño has no interest in 29 Palmetto Street.

In relation to Parcel 1001 and Parcel 998 both in Carmelita Registration Section as well as Parcel 1106 San Jose Palmar Registration Section Orange Walk District, I agree with Mrs. Segura-Gillett that since these properties

were acquired by Mr. Campos in 2013, long after the common law union ended, Ms. Briceño therefore has no interest in any of these properties.

In his Counterclaim, Mr. Campos is claiming an interest in properties owned solely by Ms. Briceño. He claims that he has an interest in No. 6 St. George's Caye Street and a property at Goff's Caye Street which was given to Ms. Briceño as a graduation gift from her father. The St. George's Caye Street property was acquired by Ms. Briceño in 1984 and the Goff Street property was acquired by her in 1996, long before she met Mr. Campos. Ms. Briceño admits that Mr. Campos assisted her with an annex to her home at 6 St. George's Caye Street. I am satisfied on the evidence that Ms. Briceño financed the construction of her home at 6 St. George's Caye Street from income from her La Inmaculada Credit Union loans, savings through syndicates, and income earned through her cane farming and peddling businesses. I find that the interest of Mr. Campos in this property is 20 percent of the value of the property based on his improving the home through the addition of an extension. I declare he has no interest in the Goff Caye Street property.

Mr. Campos is also claiming an interest in properties acquired by Ms. Briceño after the common law union ended. Parcel 1086 Block 4 Tower Hill Orange Walk was paid for by Mr. Campos on March 22nd, 2005. Mrs. Segura-Gillett argued that although this property was placed in the name of Ms. Briceño, the parties agreed that they would both own the property and eventually it would belong to their children. Mrs. Marin Young SC contends that this property at Tower Hill was gifted by Mr. Campos to Ms. Briceño and ultimately it would pass to their son Jairo. I agree with Mrs. Marin Young's submission that since Mr. Campos admitted this at trial, he is now estopped from making any claim to this parcel of land; Mr. Campos has no interest in Parcel 1086.

Ms. Briceño also acquired two lots, Parcels 1013 and 2106 Block 4 in the Ann Gabourel Registration Section, Puc Del Ha Orange Walk on December 3rd, 2010. Mr. Campos seeks a declaration that he holds an interest in these properties because he claims that the purchase price for these properties came from funds from Agricentro Ltd. Ms. Briceño says that she paid for these properties from monies she acquired from her brother Renan Briceño and from monies she inherited from her father's estate. The titles for these properties were placed in the names of Ms. Briceño and their daughter

Shalini and their son Jairo. I accept the evidence of Ms. Briceño that the funds for these properties had nothing to do with Mr. Campos or Agricentro Ltd. I reject the submission on behalf of Mr. Campos that Ms. Briceño's only source of income was her salary from the company so she would not be able to afford the purchase price for those lots, except for monies taken from Agricentro Ltd. I have already found as a fact that Ms. Briceño was a very industrious and enterprising woman who earned income from small businesses such as cane farming, peddling and food catering which were independent of Agricentro Ltd. I therefore find that Mr. Campos has no interest in these two properties at Tower Hill.

8. Whether the properties acquired by Mr. Campos are held in trust for Agricentro Ltd.?

Ms. Shoman SC on behalf of Agricentro Ltd. argues strenuously that the properties purchased by Mr. Campos and placed in his name are all held by him on behalf of Agricentro Ltd. She submits that since the monies for purchasing these lots, even on the Applicant's case, came from the profits yielded by Agricentro Ltd., it stands to reason that Mr. Campos holds these properties in trust for the company. She urges this court not to lift the corporate veil as Mrs. Marin Young SC is asking the court to do. Ms. Shoman

SC Learned Counsel emphasizes the fact that Agricentro Ltd. was a business venture between Mr. Campos who had the local agricultural and management expertise and Mr. Snyder who had the start-up capital. The court agrees that the evidence shows the company was incorporated by Mr. Snyder and Mr. Campos in August 2000. The court also believes the evidence of Mr. Snyder that he invested heavily in the business, investing \$6,000US and \$14,000 to purchase a work vehicle and as part payment for a 14 acre parcel of land for cultivation. The court also accepts as true the evidence of Mr. Snyder that he transferred an Isuzu pickup truck valued at BZ\$4,000 and an irrigation water filter valued at BZ\$4,000 to Agricentro Ltd. Ms. Shoman SC objects vehemently to the contention by the Applicant that this was a joint business of the Applicant and the First Respondent and she urges this court to find that that was a disingenuous proposition. I respectfully disagree. While it is absolutely true that Agricentro Ltd. was incorporated in 2000 and Mr. Snyder was a registered shareholder and director of Agricentro Ltd. who invested in the company, the evidence from Ms. Briceño and Mr. Campos clearly shows that the business was in truth and in fact run on a daily basis as if only Ms. Briceño and Mr. Campos were in that joint operation as owners. There was no evidence that Mr. Campos was

unable to open an account in the name of Agricentro Ltd. There was no evidence that he was unable to transfer title to the properties into the name of Agricentro Ltd. In fact he had a Power of Attorney from Dion Snyder to do whatever he needed to do on behalf of the company. Yet, while he was in a happy relationship with Ms. Briceño from 2005 to 2011, he chose to keep all the profits generated from the business in a joint account in the names of Ms. Briceño and himself, with those funds at their disposal for them to each enjoy and benefit from as they pleased. I reiterate that I believe Ms. Briceño's assertion that Mr. Campos treated her throughout the duration of their relationship as if she were his joint business owner and that he led her to believe as his common law wife that she was entitled to joint ownership of the farm, the business, the properties and all their assets. It was only after the love soured between the parties in 2011 that Mr. Campos then sought to use Agricentro Ltd., which the court finds from 2000 to 2011 was for all intent and purposes merely a paper company, to say that the properties bought with funds from their business and placed in his name alone were held in trust by him for Agricentro Ltd. The court rejects that contention and finds based on the evidence that the properties were held in trust for Ms. Briceño as his common law wife and business partner.

9. **Issue 4:** *Should the Court set aside the transfers in respect to Parcel 509 and 497 by Mr. Campos to his son Jairo Campos?*

Ten days after Ms. Briceño and Mr. Campos' common law union came to an end, Mr. Campos transferred parcels 509 and 497 to his son Jesse Campos. Ms. Marin Young SC urges this court to set aside those transfers on the basis that they were done to defeat the interest of Ms. Briceño in the properties. She also submits that the properties were undervalued at \$17,000 and that since Jesse Campos was earning minimum wage as restaurant manager in the US, he did not have access to funds that would have allowed him to pay that amount of money for the lots. Under cross-examination by Mrs. Marin Young SC, Jesse Campos insisted that he had funds generated by construction work he did with his uncle, but that he had lied on his US tax returns by stating a lower income so that he could qualify for financial aid to attend university. Mrs. Segura-Gillett argued that since the leasehold interest in these parcels were acquired in 2001 prior to the relationship between the parties with funds from Agricentro Ltd, it was not reasonably foreseeable that such an application would have arisen. She also submits that although the freehold interest was purchased during the common law union, it was purchased with proceeds from the business. She argues that

that there is no need to set aside the transfers to Jesse Campos if the court is of the view that Ms. Briceño is entitled to any interest in these two parcels, as an order can simply be made by the court for the properties to be sold and a payment be made to Ms. Briceño as a portion of the proceeds of the sale. I agree with Mrs. Marin Young SC that there is no way that Jesse Campos had the funds to purchase these properties based on the evidence of his income at that time. I find that the sale of these properties a few days after the common law union ended was done by Mr. Campos with the specific intent of defeating the interest of Ms. Briceño. I therefore order that these two properties be sold and half of the proceeds be paid to Ms. Briceño to reflect the interest that the court finds she holds in these two properties.

10. **Issue 6**: *Whether in analyzing what is just and equitable, the Court should use the global approach or the asset by asset approach?*

In determining what is just and equitable, the Court has decided to use the asset by asset approach. This is more appropriate given that the parties' common law union lasted only six years from 2005 to 2011.

11. The orders of the court are as follows:

i) A declaration under Section 148 E of the SCJA that the Applicant is beneficially entitled to a one-half share in the following properties:

1) Parcel 963 Block 4 Carmelita Registration Section Proprietor:

Baltazar Campos Title: Minister's Fiat Grant No. 235 of 2007

Lease Acquired: 13/02/2001 Freehold Acquired: 10/04/2007

2) Parcel 964 Block 4 Carmelita Registration Section Proprietor:

Baltazar Campos Title: Minister's Fiat Grant No. 237 of 2007

Lease Acquired: 18/06/2000 Freehold Acquired: 18/3/2007

3) Parcel 997 Block 4 Carmelita Registration Section Proprietor:

Baltazar Campos Title: Minister's Fiat Grant No.233 of 2007

Lease Acquired 07/07/2006 Freehold Acquired 10/04/2007

4) Parcel 497 Block 4 Carmelita Registration Section Land

Certificate LRS-201103322 Lease Acquired 2001 Freehold

Acquired by Baltazar Campos 11/07/2001 Transfer to Jesse

Campos 18/3/2011

5) Parcel 509 Block 4 Carmelita Registration Section Land Certificate LRS-201103321 Lease Acquired 2001 Freehold Acquired by Baltazar Campos 11/07/2007 Transfer to Jesse Campos 18/03/2011

6) Parcel 970 Block 4 Carmelita Registration Section Proprietor: Baltazar Campos Title: Minister's Fiat Grant No.233 of 2007 Lease Acquired: 15/09/2006 Freehold Acquired: 10/04/2007

7) Parcel 1000 Block 4 Carmelita Registration Section Proprietor: Baltazar Campos Title: Lease No. OW -747/2004 Lease Acquired: 2/1/2007

8) Parcel 2682 Block 4 Orange Walk Town Registration Section Proprietor: Baltazar Campos Freehold Acquired: November 2008

9) Parcel 2690 Block 4 Orange Walk Registration Section Proprietor: Baltazar Campos Freehold Acquired: November 2008

ii) A Declaration that the Applicant is beneficially entitled to one half share interest in the personal properties owned by the parties.

iii) An Order that Parcels 497 and 509 be sold and that one half share of the profits be paid to Ms. Briceño as compensation to reflect the interest she holds in these properties.

iv) An Order that the aforementioned properties be sold listed in paragraph 11(i) above and the net proceeds of sale be shared equally between the Applicant and the First Respondent

v) An Order that the First Respondent account for all monies in the aforesaid accounts at the time of the breakup of the common law union

vi) An Order of Injunction restraining the First Respondent by himself, his agents and servants or howsoever from selling, transferring, leasing, charging, or in any way dealing with any of the real and movable properties aforementioned and the inventories until the determination of the Action herein or until such properties are sold by such order being prayed for by the Applicant

vii) An Order appointing the Registrar of the Supreme Court to execute any documents on behalf of the First or Second Respondent for the purpose of effecting orders or declarations made hereunder.

The Counterclaim of the First Respondent is dismissed except for the 20% of the value of the property awarded to him for the extension and improvement made to No. 6 St. George's Caye Street, property of the Applicant.

Costs are awarded to the Applicant to be paid by the First Respondent to be assessed or agreed.

Dated this Friday, 29th day of March, 2019

**Michelle Arana
Supreme Court Judge**