

**IN THE SUPREME COURT OF BELIZE, A.D. 2018**

**CLAIM NO. 666 OF 2018**

**CLAUDIA SUTHERLAND**

**1<sup>st</sup> CLAIMANT**

**INGIRD DORADO**

**2<sup>nd</sup> CLAIMANT**

**AND**

**RONALD DOUGLAS SUTHERLAND**

**DEFENDANT**

**BEFORE the Honourable Madam Justice Sonya Young**

**Decision**

13<sup>th</sup> April, 2021

**Appearances:**

Ms. Velda Flowers, Counsel for the Claimants.

Ms. Ashanti Martin, Counsel for the Defendant.

**KEYWORDS: Wills - Revocation by Subsequent Marriage - Marriage -  
Validity of Marriage - Signature of Deceased on Marriage Register.**

**JUDGMENT**

1. Claudia Sutherland and Ingrid Dorado claim to be the lawful widow and daughter or step daughter respectively, of the deceased, Ronald Frederick Sutherland, who died on the 12<sup>th</sup> December, 2017. The first Claimant says she and the deceased were married in a ceremony at her sister's home on the 27<sup>th</sup> February, 2010. This marriage would have revoked the deceased's

earlier will of 29<sup>th</sup> September, 2006 which named his son, the Defendant, as his executor.

2. If the deceased did die intestate then both Claimants say they would be beneficiaries of the deceased's estate. It appears that when they applied for letters of administration they discovered that the Defendant had lodged a caveat. This claim is their response to the Defendant's stated interest when that caveat was warned.
3. Together, the Defendants claim declarations against the validity of the will and of their entitlement to apply for Letters of Administration as well as an account of all sums of money received by the Defendant from the sale or disposal of assets belonging to the estate.
4. The Defendant admits that the first Claimant did have two (2) children with his father but he denies ever knowing that she was married to him. In fact, he says, they could not have gotten married on the date she insists that they did because his father had travelled back to Belize from the United States that very day. He asked the Court to dismiss the Claim in its entirety.
5. He also made a Counterclaim where he pleaded that during the entire day on which the alleged marriage was to have been conducted, the deceased was with his brother who denies attending any wedding or the deceased's own participation in any such ceremony. So any signature on a marriage register, purporting to be that of the deceased's, must have been procured by fraud. He ventured further to say not only is the deceased's signature false but so too is that of the witness, Doris Funes.

6. The Defendant seeks a declaration against the legality of any alleged marriage between the first Claimant and the deceased and another establishing the validity of the will. He also prays orders of cancellation of the entry in the marriage register and for the grant of probate to be issued to the Defendant.
7. The Claimants, in Defence to the Counterclaim, insist on the lawfulness of the marriage including the signatures of both the deceased and the witnesses and reiterates that the will had been revoked by this subsequent marriage.

**The Issues as the Court finds them on both the Claimant and the Counterclaim are:**

1. Whether the Claimant and the deceased were legally married in Belize on the 27<sup>th</sup> February, 2010?
2. If the deceased was legally married to the Claimant what effect does that marriage have on the deceased's will?

**The Evidence:**

8. There is no issue before this Court as to whether the testator has died or whether the will was valid save that it was allegedly revoked by his subsequent marriage. The Claim is, therefore, primarily fact based since the law is quite clear. A subsequent marriage automatically revokes a previous will.
9. If the first Claimant can prove that she and the deceased were legally married after the execution of the will dated 29<sup>th</sup> September, 2006 then, on

intestacy, as his spouse, she would be entitled with all of his children to share in his estate.

10. For this reason a great part of this decision will be spent on the evidence provided and the Court's consideration of same.
11. The Claimant herself testified. She also presented testimony from her sister Jeane Navarro, one witness and signatory on the marriage register Doris Funes, the officiant Jesus Torres and Cadet Henderson, a friend of the deceased.
12. The Claimant explained that she and the deceased became intimately involved in 1997 and she moved to live with him in his trailer house at 52 Hummingbird Highway (Hummingbird) in 1998. The union produced two (2) children Orville Ronald in 2002 and Ronald Frederick in 2007.
13. She was aware that the deceased had maintained a relationship with someone in Chetumal and she worried for the security of her children's future. She asked the deceased to formalize their union and he agreed. They decided to have a small wedding on the 27<sup>th</sup> February, 2010 and so on the 19<sup>th</sup> February, 2010 they applied for the Minister's license.
14. When they received the license, she contacted Pastor Jesus Torres and asked him to officiate. At around six in the evening on the 27th February, 2010, Pastor Torres performed the ceremony in Spanish at her sister's home. She wore a cream dress with lace that fell below her knees and the deceased

wore a creamish colored shirt with folded up sleeves.

15. The Pastor first invited the deceased, then her to sign, which they did in the presence of the two (2) witnesses Carlos Muñoz and Doris Funes. Other than the pastor and her two (2) witnesses only her sister, her mother and her two (2) children attended.
16. In 2012, she secured a copy of their official marriage certificate from the Vital Statistics Department. She subsequently misplaced it and had to reapply for another in 2017.
17. In August, 2019 a briefcase belonging to the deceased was released to her by the police and she discovered that it contained certain documents, some of which bore the deceased's signature. She produced letters and forms of authorization and consent which described the nature of her relationship with the deceased.
18. She admitted to never having told the Defendant before June, 2018 that she was married to the deceased because she did not think she had to explain anything to him. She had already stated herself as wife on his father's death certificate. She explained that on that death certificate she had used her maiden name Cruz because she had not yet changed her identification card. She simply did not think it necessary to do so, so her legal name continues to be Cruz.
19. Under cross- examination, however, she suddenly said that she had told the Defendant that she was his father's legal wife when they had gone to a restaurant for a meeting soon after the funeral and he had accepted it.

20. She said she had entertained and cooked for the Defendant many times at Hummingbird on his visits each year although he mainly stayed at a hotel. The deceased's brother Norman had also visited between 2010 and 2017 and had stayed at a hotel or with them at Hummingbird. She had only moved to Ben's Bluff (her stated address on the death certificate) after the deceased died. When he died, her personal effects and those of their two (2) sons were still at Hummingbird.
21. She also admitted to not helping with the funeral or arrangements. She said the Defendant took control of everything and decided what would be done, so she did not assert her right as wife. She also said the Defendant had referred to her as the deceased's wife when he had presented the eulogy.
22. She could not recall having a conversation with the Defendant about him providing \$500.00 per week maintenance for her two children. She said she had never received that from him but instead she had received the same amount from someone whom she did not know. That money had been deposited directly into her bank account.
23. She denied that the deceased spent weekends in San Pedro and said that was when he would go to Chetumal because he had business there. She did not know of him having a second home in San Pedro. She did not know Gwendolyn Blair or that she was a shareholder in his businesses. She learnt this during this court matter.

24. She denied that the deceased's brother, Norman, had visited Belize around the time that she had gotten married or that the deceased had travelled to Texas to shop in February, 2010.
25. Doris Funes testified that she had known Claudia for about 26 years and through her, she had met the deceased. She agreed that she had witnessed Claudia and the deceased's small wedding ceremony (9 or 12 persons present). None of the deceased's relatives were there.
26. Her recollection of the ceremony was that it was in English and the Pastor spoke first. He explained the procedure to them all then the parties exchanged their vows. The deceased and the first Claimant were invited to sign the register after which she and the other witness (Munoz) also signed. Hugs and celebrations for the newlyweds followed and then she went home.
27. She was able to describe what the bride and groom were wearing a cream dress to below the knees and a grey shirt with sleeves rolled up to the elbows.
28. Jeane Navarro, the first Claimant's sister at whose house the ceremony was held, said she too was present. She had originally met the deceased through the first Claimant who had introduced him as her boyfriend. Together, they had visited and spent time at her home in the past.
29. She said she was the one who prepared the house, set the table and cooked the meal for the wedding. There were nine (9) or ten (10) persons in attendance but no relatives of the deceased. Her daughter and Claudia's four (4) children were also present. Claudia wore a cream lace dress that fell

below the knees and the deceased wore a grayish shirt rolled up to the elbow. The ceremony was in English. It began at six and lasted half an hour.

30. The pastor spoke, gave a blessing then explained the nature of the marriage before the parties exchanged vows. The deceased signed, then the first Claimant, who was followed by the witnesses. The Pastor signed last. The evening concluded with light refreshments, dinner and chatting. Pictures had been taken only with a phone. Those pictures had never been printed.
31. Jesus Torres, the officiant and licensed marriage officer, said he was asked by the first Claimant to perform the ceremony. He knew both the first Claimant and the deceased as they had spent time at her sister's house in Bradley Bank. They were then like neighbors to him.
32. On the 27<sup>th</sup> February, 2010 he went to her sister's house and conducted a short (½ hour) ceremony in both Spanish and English. There were about nine (9) persons present, mainly members of the first Claimant's family.
33. The parties exchanged vows, he declared them husband and wife, they signed the register in the presence of the two (2) witnesses and he affixed his stamp. After they had all signed, he signed and handed a copy of the register to the first Claimant. He himself lodged the original with the Vital Statistics Department in Belize City. There was no photographer and he did not know if any photographs were taken.
34. Cadet Henderson said he knew the first Defendant but he identified himself as a friend of the deceased. He said he would often visit the mobile house



where he often met the two and would see the first Claimant cooking, doing other chores or assisting with business matters. The mobile house was home and office for the deceased's business.

35. He referred to the first Claimant as the deceased's wife and the deceased as her husband. He also spoke to their discreet marriage although he had not attended and had no first-hand knowledge of this particular issue.
36. Under cross-examination, he revealed that he did not know where the first Claimant lived when the deceased died. He didn't know whether the first Claimant had been employed to do the chores which he said he saw her doing at the trailer. I found his evidence to be generally unhelpful and fraught with imaginings, drama and innuendos.
37. For the Defence, Ronald Douglas Sutherland, one of the deceased's sons, and the Defendant, testified that as far as he was aware his father was in a common law relationship with Gwendolyn Blair up until he died. They shared a common residence in Chetumal, Belmopan and San Pedro. He spent his week days in Belmopan and his weekends in Chetumal or San Pedro.
38. He admitted knowledge of his father's "*moments of infidelity over the years that resulted in the birth of my two brothers with Claudia.*" He was also aware that his father wished to make provision for those two (2) sons and had discussed purchasing land for them. On his death, his search revealed that no such land had been bought.

39. He realized on his arrival in Belize on 13<sup>th</sup> December, 2017 for his father's funeral that Claudia had signed his father's death certificate as his spouse and had attempted to retrieve his briefcase from the police. He also attempted to retrieve the briefcase and was again informed that a Claim had been made to it by Claudia as his father's wife. Up to the 28<sup>th</sup> February, 2018 the briefcase remained in police custody.
40. He labored under the belief that Claudia was using the term wife loosely as she was the mother of the deceased's two (2) sons. He had spoken to and interacted with Claudia often after the death of his father and she had never informed him that she was his father's widow. She had not used his father's surname. Even on the death certificate, she referred to herself as Claudia Cruz although she has used it for the present proceedings.
41. She and his two (2) brothers were included in the funeral but he never referred to her as his father's wife. He and Gwendolyn Blair covered the funeral expenses. He also ensured that the boys were financially taken care of by providing the weekly sum of \$500.00 (from January to mid-October, 2018) and paying their private school tuition. He did this either through deposits he made or had his friend make on his behalf.
42. He had informed Claudia that there was a will but the probate would take a while. He had expected the disbursements to her to be a short term arrangement. However, the probating process took far longer than anticipated and by October, 2018 the estate funds had been depleted.
43. He only became aware that she was claiming to be legally married to his father when she actually applied for Letters of Administration in his estate

with her daughter, the second Claimant. She had never even informed him of her intention to apply for Letters of Administration although she well knew of his intention to probate the will.

44. He did not believe that his father had married her. Having seen the marriage register, he realized that the signature on it was not consistent with that of his father's and his father was stated incorrectly to be a bachelor when he had been previously married to his (Ronald's) mother and was a divorcee.
45. He explained that his father, a businessman, was involved in the import and export of heavy equipment. He would travel to the United States between one (1) and three (3) times a year to attend auctions and purchase equipment. He did not purchase online.
46. On 24<sup>th</sup> February 2010, his father was with him and his Uncle Norman in Texas. His father intended to purchase heavy equipment at a Ritchie Brothers auction there. They spent the next day, the 25<sup>th</sup>, at the auction where his father purchased a number of items and he exhibited an invoice.
47. His uncle and the deceased returned to the auction on the 26<sup>th</sup> and then left Dallas early the next day. They were destined for Belize. He remained in Texas intending to join them there on the 1<sup>st</sup> March. He presented his passport duly endorsed with an arrival stamp in Belize on the 1st March, 2010.
48. He also relied on entries in his diary, which he exhibited, as well as time stamps on photographs apparently taken at the auction by his father and a

credit card receipt which he said evidenced the purchase of his uncle's and his own ticket on 22<sup>nd</sup> February, 2010.

49. He explained that his father took pictures of everything and was often in possession of cameras and his phone. The first Claimant admitted that the deceased did have a camera and sometimes took pictures of events. However, he had taken none of their wedding.
50. He was adamant that his father had never informed him or any other family member that he had married Claudia. His father was always open about the existence of his will so that he, Ronald, knew that he was the executor and who the secondary executor was.
51. His father had even introduced him to his attorney, allowed him to read his will and informed him that the Attorney held a copy of the will. His father referred to this will and the intended executorship up to a year before he died.
52. When he sorted out his father's belongings at Hummingbird after his death, he found none of Claudia's personal effects there. Although he visited Belize quite often and stayed at Hummingbird, between 2004 and the time of his father's death, Claudia had only visited, cleaned, prepared meals and worked in the office. She had not lived there.
53. He had often spoken to his father through video calls and he had not seen or heard the Claimant in the background but on weekends he would sometimes

speak with Gwendolyn Blair at the same location with the deceased. In the last year of his life, his father had spent most of his weekends in San Pedro.

54. Norman Sutherland, the deceased's brother also testified to being in Texas with the deceased. They attended the auction and journeyed back together to Belize on the 27<sup>th</sup> February, 2010. He says they arrived at 3 or 4pm. He spent the entire day with him and at no time on the 27<sup>th</sup> February, 2010 did the deceased marry anyone.
55. He was, however, unable to exhibit his passport as it had been renewed in 2013 and the expired one had not been returned to him by the Canadian authorities.
56. He said that after his arrival in Belize he stayed at Hummingbird for three (3) weeks. During the first week, Doug joined them and they all flew to San Pedro for the weekend.
57. He knew of the two (2) children whom the deceased and the Claimant shared but he denied that they or their mother had ever lived at Hummingbird. He admitted that Orville, one of the children, had spent time there with the deceased.
58. As far as he was aware, the deceased and Claudia did not maintain a relationship. The deceased had been in a relationship with Gwendolyn Blair at that time. She was known to be his life partner as they had been in a relationship for more than thirty years. He had vacationed with them both

each year at Hummingbird. More importantly, the deceased had never spoken to him of any marriage to the Claimant.

59. Gwendolyn Blair informed how she met and started dating the deceased in 1985. Due to investments he had acquired in Belize he started to spend more time there and she would often travel with him. In 1990, they both permanently relocated to Belize. They acquired a home/business office at Hummingbird which served as their primary residence during their common law relationship.
60. From 1990 to 1996 Hummingbird was their office and they rented various houses in Belmopan as their home. The business continued to expand and she worked in it full time by managing the office. After 1996, her primary residence was in Chetumal while the deceased maintained his primary residence in Belmopan.
61. She travelled to Belize ten or twelve times per year up until about ten years before his death. Then she travelled only two (2) or three (3) times per year because of their Chetumal business which she managed. The deceased travelled to Chetumal almost every weekend during that time.
62. The deceased notified her in 2002 that he had had an affair with the Claimant which had produced a child. Although upset by his unfaithfulness, she urged him to do what was lawfully required to care for the child. As far as she was aware, that was the end of that relationship with Claudia. She had never known of a second child by her.

63. She and the deceased purchased a vacation residence in San Pedro around 2010 and would often travel there together. But they maintained their primary home at Hummingbird up until his death. Both being divorcees were happy with their relationship as it was. Neither having a need for validation by a marriage certificate.
64. When she received the news of his accident she was awaiting his arrival in San Pedro. On arrival in Belize she was unable to retrieve his briefcase with his passport and other personal items which she knew he always kept on his person. The police informed that Claudia had also attempted to do the same and so they decided to keep it.
65. She was aware that the deceased had left a will but she only became aware of the first Claimant's claim of being married to the deceased around the 13<sup>th</sup> December, 2017 when she realized she had been stated to be his spouse on his death certificate.
66. She too recalled that the deceased had travelled to Texas on the 20<sup>th</sup> February, 2010 and returned to Belize on the 27<sup>th</sup> February, 2010. She was certain that he could not have married Claudia on that date.
67. She exhibited two emails. The first which she sent to the Defendant was dated the 20<sup>th</sup> February, 2010 and gave information on the hotel where the deceased intended to stay. The other was sent by her to an Andrea Blair on the 2<sup>nd</sup> March stating that the deceased had returned on the Saturday with his brother Norman and the Defendant would arrive on the 1<sup>st</sup> March.

68. She too claimed to be familiar with the deceased's signature and testified that the signature on the marriage license was not consistent with his known signature. This takes us nicely to the expert's reports.
69. The expert in her first report examined the deceased's purported signature on the original marriage register at the Vital Statistics Department and compared it to 91 other specimen signatures from 1998 - 2016, These appeared on cheques, a sale agreement, licenses, his passport, letters, lists, social security card, income tax returns, among other documents. These documents were either provided by the parties or where viewed on files at the Income Tax Office and the Social Security Office.
70. She opined that the signature on the original marriage register was similar in structure to seven (7) of the specimens from lists and letters or "*casual documents*" provided by the Claimants. But it was different in line formation, line quality and slant.
71. The signature on the original marriage register was also different to the signatures from six (6) of the documents provided by the Claimants, all of the documents provided by the Defendant (which were mostly cheques) and all of the documents from the Social Security and Income Tax offices.
72. The expert concluded that the signature on the original marriage register was different from the preferred source of specimen or the more official documents such as his passport, cheques, Mining license, Income Tax and Social Security forms.



73. She explained that it is generally known that a person would try their best and use care when signing official documents such as a passport or a cheque. Whereas, a more casual signature at a restaurant or a gas station may have more variations. A marriage register would be considered official and the deceased's purported signature there did not match his more formal ones.
74. In her second report, the expert considered the purported signature of the witness Doris Funes on the original marriage register at the Vital Statistics Department and compared it with specimen signatures of Doris Funes. Two of the specimens came from the witness statement filed in this matter, 15 others were provided by Ms. Funes on request and three (3) were from Western Union receipts provided by the Claimants' attorney.
75. The expert found that the signature on the original marriage register was different in formation from those on the witness statement but they were similar in formation, style, line quality and slant to those on the Western Union receipts. However, when compared with the fifteen requested signatures it was revealed that they were all different to that on the original marriage register. Different in formation, loops, pen lift, letter and line formation, line quality and slant.
76. The expert concluded that:  
*"The ORIGINAL signature of DORIS FUNES on the Marriage Register, Q2 examined at Vital Statistics Office was different in structure to the two specimen signatures on the Witness Statement and request signatures, containing variations of class characteristics in the formation of letters, pen lift, slant, loops and quality of line. There were two letters found to have similar variation to that found on the questioned signature mainly the 'D' on DORIS on K2 (second signature on the Witness Statement, and the 's' in FUNES on K1 and K2. The fifteen request signatures were compared to each other and were found*

*to have a wide variation of letter formation but not conforming to variations found on Q2 except for the s on R5, R10, R13, and R15.*

*The three specimen signatures on the Western Union receipts were found to be of similar letter formation, slant, loops and line quality to the questioned signature, Q2. The letter 'D' was found similar to the 'D' on the second specimen signature, K2 on the Witness statement. The letter 's' on FUNES on K1, K2 and Request signature R5, R10, R13 and R15.*

*The questioned signature, Q2 was found to have similar letter formation of the 'r' and 'n' and similar line quality to the second witness signature marked as CARLO MUNOZ, appearing above Q2 on the Marriage register.*

*The signature on the marriage register of DORIS FUNES, Q2:*

- 1. Does not conform to the specimen signature on the Witness Statement and request signatures of Doris Funes.*
- 2. Does conform to the signature formation on the three specimen signatures on the Western Union receipts as that of Doris Funes.*
- 3. Request Signature does not conform with signatures on Western Union receipts.*
- 4. Request Signature conforms with signatures on Witness Statement.*
- 5. Questioned signature conform to the signature of the second witness on the marriage register.*

*Based on the results of examination of signatures, I am of the opinion that the signature on marriage certificate do not conform to variations found on request signatures and specimens on witness statement. However, it does conform with specimens on three western union receipts which may be variations not obtained from Doris Funes on the requested signatures as she did indicate being nervous, a condition which can explain the different letter and line formation and poor line quality or possibly too that someone else signed for her."*

77. She recommended that the known specimen signature of Carlo Munoz be obtained for comparison.
78. Under cross-examination, the expert accepted that there were factors which could affect a signature e.g. mood, position or utensil. She also accepted that a person could intentionally adopt the practice of varying their signature. She admitted that she could not say definitively that the signature on the original marriage register was not that of the deceased. Rather, she would

say that based on her analysis there was a high degree of probability that it was not his signature.

79. She remained unshaken by the lengthy cross examination and stood firm on the consistent objectivity and reliability of her opinion.

**Whether the Claimant and the deceased were legally married in Belize on the 27th February, 2010?**

**a. Whether the signatures on the marriage register is that of the deceased and the witness Doris Funes?**

80. A marriage is valid once it conforms to the requirements of the **Marriage Act Cap 174 (the Act). Section 58** provides:

*If any person, except in the case mentioned in Part VII, knowingly or willfully intermarry under this Act-*

*(a) without having given due notice of marriage; or*

*(b) without a certificate for marriage having been duly issued by a marriage officer to whom notice of marriage was granted; or*

*40 of 1963.*

*(c) without a license by the Minister; or*

*(d) on the authority of a certificate which is void under this Act; or*

*(e) in the case of a marriage in the office of a magistrate or the Registrar General, in the absence of the magistrate or the Registrar General or of two credible witnesses besides the magistrate or the Registrar General; or*

*(f) in the case of any other marriage, in the absence of a marriage officer or of two credible witnesses besides the marriage officer,*

*the marriage shall be void.*

81. The first Claimant says that all of the formalities had been met and she exhibits the original marriage register duly certified under the hand of a marriage officer. This, section 61(4) of the Act says is “*good evidence of the facts therein recorded in pursuance of this Act in all courts and proceedings whatever in which it may be necessary to give evidence of the marriage to which they relate*”.

82. The Defendant has chosen to challenge the validity of this marriage and the heavy burden lies upon him to prove what he alleges as mandated by section 73(2) of the Act:

*“Nothing in this section shall prevent any evidence being given that the marriage is null and void under any provision of this Act expressly declaring marriages to be null and void, but the burden of proof shall in all those cases lie on the party alleging the marriage to be null and void.”*

83. The Claimants urged that the evidence which the Defendant must provide must be decisive.

84. The main thrust of the Defendant’s case is that the Deceased had not participated in the ceremony because he had just returned to Belize on the same day and he spent the entire day with his brother, Norman, who had not been to any wedding. Further, the signature on the original marriage license was not the deceased’s or that of the witness Doris Funes.

85. What the Court realized is that the evidence provided by the Defence (excluding the expert which will be considered separately) withstood cross examination and was for the most part consistent but it was not very strong generally.

86. There was no passport evidence proving the deceased’s or Norman’s travel. There was no evidence from the hotel where they stayed in Texas. The credit card evidence showed a purchase on the 22<sup>nd</sup> February, 2010 at best. It did not support a place or a date of travel. The precise nature of the purchase was unknown. Certainly, the travel itinerary may have been available as it is often emailed to the traveler that was not produced.

87. The photographs from the auction were not conclusive of the fact that they had actually attended the auction. Whether they were downloaded or saved this Court is unable to determine with any certainty from what has been provided. I am no computer expert.
88. So too, the invoice leaves much to be desired. There is nothing on its face which could indicate the actual presence of the deceased at the auction on a particular date or that he had not simply purchased online. In fact, there was no date at all on the invoice.
89. The Defendant's journal entries, the emails from Gwendolyn Blair or her relationship with the deceased for that matter are again not sufficient for this Court to accept that the deceased had not gotten married as shown by the entry in the marriage register. This is because there are huge gaps left by the evidence from the Defence even when that evidence is taken at its highest.
90. These gaps reveal that even if the deceased had travelled to Texas, his arrival in Belize at 3pm allowed him sufficient time to go to Cayo for a 5:30 or 6pm ceremony. That Norman was unable even to prove his own travel beyond his own statement, casts a shadow over his testimony that he spent the entire day with the deceased. That left room for doubt.
91. The deceased was clearly a very private, if not secretive, man. He seemed to have carried on two (2) relationships so discreetly that neither woman had become sufficiently disturbed to abandon it.

92. Gwendolyn Blair did not know he had had a second son by the first Claimant. He also took a while to tell the Defendant of the birth of his first son with the first Claimant. His self-described friend, Mr. Henderson, could not say with certainty whether the first Claimant actually lived with the deceased.
93. While Mr. Henderson knew of the deceased's project in San Pedro, the first Claimant did not know he had a home there which he had apparently been working on for a long time and visited often. She did not know that Gwendolyn Blair a shareholder of his businesses or what assets were owned by the business either.
94. To my mind, it is not impossible or implausible that the deceased could have married Claudia and not tell anyone; or that he could have done it immediately on his return from Texas and carried on as if nothing had happened; or that he could have done it and not told the Defendant on his arrival or during his visit to Belize.
95. But the Court felt that there was a general frankness in the evidence provided by the Defence. More importantly, the evidence of the Defence was not all there was to be considered.
96. There is also that provided by the Claimants and the expert as well. To discuss the Claimant's evidence the Court will consider specific areas: the ceremony, the first Claimant asserting her right as Wife, the first Defendant's inconsistencies and the marriage register.

### **1. The Ceremony itself:**

96. The first Claimant's evidence-in-chief and that of her witnesses offered no real details about the questioned ceremony. While the Court does find the lack of details odd, it is not of overwhelming concern because he who alleges (the Defendant) must prove and the first Claimant has provided the marriage register and a marriage certificate.
97. The court next considered that there were no photographs of the wedding ceremony although the first Claimant admitted that the deceased loved to take photographs. The first Claimant explained the absence as being that they just did not have time to take any. She also said people took photographs on their phones but they were not printed. Her sister Jeane Navarro supported this.
98. Counsel for the Defendant also submitted that Pastor Torres remembered a photographer being there but the recording of the trial reveals that the Pastor said that he did not remember a photographer being there or anyone taking photographs with a telephone.
99. Counsel for the Defendant felt the lack of photographs was significant. The first Claimant had admitted that she had longed to be married to the deceased, had been planning the wedding for months and the deceased had loved to take photographs. Counsel felt this was such a monumental moment in their lives that he would obviously want to memorialize it.
100. Having already discussed the deceased's secretive nature the lack of photographs is not particularly out of character if he intended to keep this

marriage private. To this Court, this is not a cause for suspicion on its own but it may become so as all the circumstances are considered.

101. Now the language in which the ceremony was conducted remains uncertain. The first Defendant said the ceremony was in Spanish as the deceased understood Spanish. Her sister Jeane (even when challenged otherwise) and the witness, Doris Funes, said it was in English while the Pastor said he used both English and Spanish because the deceased did not speak Spanish.
102. One would think that at the very least the bride would remember the language in which her vows were given. This, to my mind, is most definitely significant. Although it could be an issue of recall, the marriage having allegedly taken place in 2010, it will be considered in the context of all that unfolds.
103. Who exactly attended this wedding? The first Claimant said only the two (2) witnesses, her mother; her two (2) young children and her sister Jeane attended the wedding. Jeane Navarro said that her own daughter, the two (2) witnesses, the first Claimant's four adult children and two young children and a neighbor's daughter were present. There was no mention of the first Claimant's mother.
104. Both Doris and the Pastor said there were around nine persons present, all mainly the bride's family. Now while this could also be an issue of recall, this Court is of the view that the mother of the bride being present is not something the bride's sister would easily forget or the bride would be



mistaken about. Equally so, would the bride forget her four adult children being present? The Court's suspicion is now heightened.

105. There was some discrepancy among the witnesses as to the time the ceremony took place. The time ranged between 5:30 and 6pm. Some said it was getting dark while others said it was still light. There was also some discrepancy about who stayed for the meal after the ceremony, which again could all be a simple matter of memory.
106. Counsel for the Defendant also highlighted that there were no decorations, no celebration and no cake at the wedding despite the first Claimant saying she had planned the wedding since November, 2009. This added no real weight to the suspicion whatsoever since this may simply have been a matter of choice.
107. The first Claimant said she wore a cream dress reaching below the knee with short sleeves to her wedding and both Doris and Jeane gave almost the identical description of the dress. The Court noted that that bit of testimony was given so readily and somehow seemed rehearsed. The Court got the same impression when the wedding dinner was being described - rice and beans, stew chicken and coleslaw. An almost verbatim response.
108. What occupies the Court's mind at this juncture is whether it was more likely that one would remember the wedding dinner over the language of the vows. Was it more likely that one would be able to describe the wedding dress or what the groom wore for that matter (a grey shirt rolled up to the elbow and black pants) but not remember that the bride's mother was in attendance. Would the bride forget that her four (4) adult children were in

attendance if they were really there, particularly where there were so few attendees?

109. The Court also considers that the ceremony took place in Bradley Bank although the parties lived in Belmopan. Mr. Henderson was quick to inform that the first Claimant was at the helm of the church she attended in Belmopan. Why would she seek out another pastor rather than use her own.
110. The Pastor who officiated was also well known to the first Claimant. Only her family and friends attended the wedding. Her friends witnessed the wedding. The deceased did not even have a friend or a family member with him. He did not have a copy of his marriage license or certificate in his brief case. My doubt increases.

**2. The First Claimant asserting her Right as Wife:**

111. The first Claimant used the surname Sutherland only for this Claim. Even up to the time of the deceased's passing she had been using Cruz as appears on the death certificate. In fact, the first Defendant admitted that she has never changed her identification card to Sutherland.
112. While the Court wonders why the first Claimant chose to use Sutherland in this Claim where she had not used it before, it really says nothing as it relates to the legality of the marriage. Many of us have never taken our husband's name and it has nothing to do with the validity of our marriage. The use of the deceased's surname on the Claim itself, while not a determining factor for either party is certainly of interest. Did she somehow

hope to sway the Court by its use? Then, rest assured, she would certainly be unsuccessful.

113. Counsel for the Defendant also asked the Court to consider that although the first Defendant purports to be the deceased's wife she did not plan or take charge at the funeral.
114. The Court recognizes the first Claimant's position. She does not seem particularly well to do. The Defendant admitted that the children's school fees were in arrears and he brought them current. It is doubtful that she could have been able to meet the cost of a funeral. Further, she explained that the Defendant, the oldest son of the deceased took over on arrival and she remained in the background.
115. The Court also considered how the Defendant determined how much money she would need per month to take care of her sons; he determined what should be sold to cover this cost. He invited her to a meeting to discuss the future. He ensured they were included in the funeral. She asked him for money.
116. For all intents and purposes, he was in charge and she was aware of this. The first Defendant's reaction on its own causes no concern for the Court either as it has been explained and it is understandable.
117. The Court notes that while the first Claimant may not have asserted herself as wife to the Defendant, elsewhere she certainly asserted herself as such. She placed her name on his death certificate as his spouse, she made every

effort as his wife to recover his personal belongings from the police (and was eventually successful) and she applied for letters of administration in his estate. For the latter full reliance would have to have been placed on the marriage certificate now in question.

### **3. The First Claimant's Reliability:**

118. The first Claimant contradicted herself when she said the Defendant had referred to her as wife in the eulogy while insisting that she had not told him she was married to the deceased because she did not think she had to explain anything to him. She again contradicted herself under cross-examination when she informed that at the meeting she had told the Defendant that she was the deceased's wife and he had accepted it.
119. In her submissions, Counsel for the Claimants urged that even if the first Claimant had not raised it at the meeting, the Defendant would have undoubtedly raised it because he had had the death certificate in his possession and she was stated there as wife.
120. There is no evidence whatsoever of the Defendant ever raising it so this submission must be rejected. She also submitted that the first Claimant's evidence that the Defendant agreed to work with her in the business was evidence that he knew of the marriage. This Court cannot agree because there was no evidence of this other than the first Claimant's bald statement.
121. However, I am curious as to why the Defendant lodged a caveat if he did not know that the first Claimant was purporting to be legally married to the

deceased. He exhibited the notice sent to his attorney by the Supreme Court Registry as a result of that caveat. It was surprising that the issue of the caveat was never raised by the Claimants in cross examination or submissions.

122. The Defendant must have known or at least suspected before June, 2018 that there may have been a possible alternate claim to the estate. Could this be why the Defendant delayed in making the application for the grant of probate? When challenged under cross examination he said the translation took time and he had had difficulty locating the witnesses. This somehow does not seem true.
123. Belize is multilingual and Spanish is spoken here as much as English is. Why would it be difficult to have it translated? Further, the witness Gwendolyn Blair said she knew the witnesses and their addresses. The will had been drafted and signed in Mexico. Counsel for the Claimants proposed that he knew the will had, in fact, been revoked. This Court believes that he knew that there may have been a challenge, knowledge of revocation remains uncertain.
124. The first Claimant, under rigorous cross-examination, denied having any agreement with the Defendant to provide or even having received monthly payments of \$500.00 from him for the two children. But she admitted receiving this same amount in her account each month from a stranger. And she never asked this person where the money was coming from or what it was for.

125. Similarly, she admitted receiving \$1,500.00 from a Niel Friessen but would not admit that it had come from the Defendant. This is the same Niel Friessen which Mr. Henderson also testified was an employee of the deceased.
126. The Court must agree with Counsel for the Defendant that this was all feigned ignorance about the financial support the first Claimant had received for her sons. One wonders why there was this need to be evasive and less than forthright on a matter which really had no bearing on the issue at hand. It did bring her reliability further into question.
127. The first Claimant also claimed to have lived at Hummingbird since 1998. But Pastor Torres, who said he had known her for a long time (and she agreed), was certain that she had lived at the New Area in Bradley's Bank in 2010 when she got married and then she moved away to Belmopan afterwards. He was not sure how long afterwards. The Court notes that the very marriage certificate on which she relies states her address as New Area Santa Elena Town, Cayo. Why would she lie about this?
128. She also claimed that at the time of the deceased's death she lived at Hummingbird. However, when she registered his death on the 14<sup>th</sup> December, 2017, two (2) days after he had died, she stated her address as 21 Ben's Bluff, Belmopan City, Cayo District. This inconsistency certainly called for a proper explanation.
129. She explained that she moved to her daughter's home at Ben's Bluff for support after "they" locked the gates at Hummingbird. Her sister Jeane

Navarro confirmed that she did live at Ben's Bluff at her daughter's house but that was only after the deceased had died.

130. Be that as it may, the Court notes that in an affidavit which the first Claimant gave in support of an Application for an injunction in this Claim she explained that it was not until 16<sup>th</sup> December, 2017 that the Respondent/Defendant unlawfully put her and her sons out of the house and changed all of the locks.
131. If this earlier statement is to be believed, then she would still have been living at Hummingbird when she registered the death. In that affidavit, she also attested that the move caused them significant discomfort and hardship. She spoke nothing of seeking support from her daughter. This Court rejects the first Defendant's explanation wholesale.
132. Furthermore, the witness Cadet Henderson confirmed that the first Claimant did have a home at Ben's Bluff which he has known of for many years. He had "*always*" seen the deceased vehicle parked there "*for years*".
133. This means that at some point while the deceased was alive the first Claimant lived at Ben's Bluff. She had, therefore, not been living at Hummingbird from 1998 (when the relationship apparently began) and up to his death as she alleged.
134. The Court also doubts that she was in fact living at Hummingbird at the time of his death. This is gleaned not only from her own statement on the death

certificate (which is compelling) or the evidence of the Defence (which seemed reliable) but from a consideration of the affidavit referred to above.

135. There is, interestingly, no mention in that affidavit of her agitating to get their belongings out or that they had been handed over to them or that they had been given an opportunity to remove them. If that was indeed their home, how did they get their personal effects or survive without them? Why was the Defendant not challenged when he said he had not met any of their belongings there when he was sorting through the contents of the home/office.
136. While I agree with Counsel for the Claimants that none of the witnesses for the Defence could testify that the first Claimant did not cohabit with the deceased, the Court, on considering all of the evidence before it, including that from the witnesses for the Defence, finds that Claudia Sutherland was not living at Hummingbird at the time of the deceased's death and she had not lived at Hummingbird from 1998 up until his death as she claimed.
137. This finding is significant because it goes against what is expected of a married couple and increases the doubt in the Court's mind.
138. Counsel for the Defendant raised that the first Claimant had denied that the deceased spent weekends in Chetumal or San Pedro then subsequently she admitted that he sometimes travelled to Chetumal to do business. While this is not significant or determinative it does impact her credibility.



**The Marriage Register:**

139. The Defendant raised issue with the contents of the register and the signatures. The deceased was stated to be a bachelor when he was in fact a divorcee. He also insisted that the signature was not that of the deceased.
140. The Court also notes that both the deceased and the first Claimant are stated as living in New Area but there is no evidence whatsoever that the deceased ever lived in New Area. In fact, the first Claimant herself testified that they only visited at her sister's home there. These errors definitely raise suspicion.
141. Then we consider the expert's evidence as it concerns the deceased's signature. She was adamant that the signature on the register was different to that on the official documents. The Court notes that it was also different to that on his passport. That is most definitely significant.
142. Counsel for the Claimants made much of the number of samples examined and that there were similarities with the signature on the casual documents (predominantly lists and letters). I am not sure this helps her case. The list and letters were all produced by the Claimants and the authenticity of the signatures there cannot be verified.
143. This Court appreciates that it would be more likely that the signature in the deceased's passport or at Social Security or Income Tax would be the deceased's authentic signature, than one found on a random letter or list. Therefore, similarities on the list or letter would give no comfort when there

are none to be found with the preferred documents such as the passport.

144. It also seems more likely that the more documents considered the greater the likelihood that the signature on the register will be similar if indeed it was authentic. To my mind a lack of comparable signatures seems far more problematic than an abundance.
145. This Court accepts the expert's finding that the signature on the marriage license was different to the deceased's specimen signatures. This is definitely determinative when considered in light of all the other evidence already discussed above. When the Court then considers the expert report in relation to the witness Doris Funes there is no doubt that the deceased did not sign that marriage register and that entry must be cancelled.
146. The Counterclaimant has asked that the Court shall pronounce for the force and validity of the will in solemn form but instead the Court will order that the application for a Grant of Probate may be made by the Executor named therein.

**Determination:**

1. The Claim is dismissed.
2. Judgment for the Counterclaimant.
3. It is declared that no lawful marriage was solemnized between Claudia Sutherland and Ronald Frederick Sutherland, deceased on the 27<sup>th</sup> February, 2010.
4. The Solicitor General must forthwith cancel the marriage register in respect of the purported marriage solemnized between Claudia

Sutherland and Ronald Frederick Sutherland, deceased on the 27<sup>th</sup> February, 2010.

5. Ronald Douglas Sutherland the executor named in the Last Will and Testament of the deceased, Ronald Frederick Sutherland, dated 29<sup>th</sup> September, 2006 may apply for a Grant of Probate of that Will.
6. Costs to the Defendant in the agreed sum of \$7,500.00

**SONYA YOUNG  
SUPREME COURT JUDGE**