

Amc

IN THE SUPREME COURT OF JUDICATURE OF JAMAICA

IN THE CIVIL DIVISION

CLAIM NO. 2007 HCV 00612

BETWEEN	NORMA THERESA RENNALLS	CLAIMANT
AND	ALTON JAMES RENNALLS	DEFENDANT

Mrs. Judith Cooper Batchelor for Claimant instructed by Chambers and Bunny.

Dr. Rudolph Williams for Defendant.

HEARD: 14TH NOVEMBER, 2008 IN CHAMBERS

CORAM: D. O. MCINTOSH, J.

This matter was adjourned after the cross examination of the parties for submissions to be put in writing. These submissions have recently been received.

At the hearing, it was agreed by the parties that the court was being asked to make a Declaration as to the respective interest in property in the joint names of the parties, situate at 21 Roehampton Close in Kingston 20.

The parties were married in Birmingham, England, in 1972. They had 3 children together and acquired some Real Estate. They left England and returned to their native Jamaica in 1972. Here they also acquired Real Estate including the property at Roehampton Close.

In 1981 the family migrated to the United States of America. There the parties acquired a house at 6524 S W 26th Street, Miramar, Florida.

The children were now adults and the house was financed with a loan from their eldest son. The marriage deteriorated.

The defendant returned to Jamaica in 1997 and shortly thereafter he was divorced by the claimant.

Some ten (10) years later, the claimant brought those proceedings for declaration of interest in matrimonial property.

The defendant contends that the parties agreed that he should transfer his interest in the family home in Miramar to the claimant who would transfer her interest in the house at Roehampton Close to him.

He transferred his interest in Miramar house to her before he left the United States but to date she has never transferred her interest in house in Roehampton Close to him.

In the documents filed by claimant relating to the Divorce Proceedings, there is no mention of any matrimonial Property.

This leads me to conclude that the parties made their own private arrangement in respect of their matrimonial properties.

The fact that claimant took 10 years to bring this claim gives credence to defendant's assertion that he had signed over his interest in the Miramar property with the expectation that the claimant would sign over her interest in Roehampton Close.

In these circumstances this Court will hold that the claimant is not entitled to any interest in the property at Roehampton Close.

The Claimant's claim is therefore dismissed with costs to the defendant to be agreed or taxed.

Judgment entered for defendant on Counter Claim.

Court orders that claimant execute all documents to enable the defendant to have 100 per cent ownership of the said property known as 21 Roehampton Close, Kingston 20.

That if claimant should fail to execute any documents within 30 days of such request the Registrar of the Supreme Court is hereby empowered to do so.

Cost to the Defendant to be agreed or taxed.