[2026] **JMSC Civ 141**

IN THE SUPREME COURT OF JUDICATURE OF JAMAICA

IN THE FAMILY DIVISION

CLAIM NO. SU2024ES00749

IN THE MATTER of the Intestates' Estates and Property Charge Act

RE: SOPHIA JOHNSON AND ANDREEN JULIAN MURRAY

IN CHAMBERS

Ms. Jamila Thomas instructed by Lambie Thomas and Co for the claimant

Mr. Ruel Woolcock instructed by Ruel Woolcock & Co for the interested party

Heard: 20th July, 2026, 21st July, 2026, 30th October, 2026 and 11th November, 2026.

Administration of Estate - Declaration of Spouseship - Intestate Estates and Property Charges Act, S. 4.

A. Martin Swaby, J

INTRODUCTION

[1] By way of Fixed Date Claim Form filed on the 21st day of March, 2024, the Claimant, Sophia Johnson is seeking a declaration that she is the spouse of the late Julian Andreen Murray who died on the 2nd day of September 2022.

[2] Mr. Murray died after a brief hospitalization arising from complications associated with his several ailments which included kidney failure, low blood pressure and high blood

sugar. He was 52 years of age at the time of death. Though relatively young at the time of death, Mr. Murray was a dialysis patient who had suffered a stroke in the years leading to his death.

[3] The unchallenged evidence is that he fell ill on or about Saturday the 20th day of August 2022. On Sunday the 21st day of August 2022, sometime in the afternoon, his brother Lenworth Murray was contacted by Julian Murray's neighbour. Based on that phone call, Lenworth Murray rushed to Julian Murray's home at Silver Sun Estate, where he saw him through a window in the house seriously ill and incapable of opening the door. Consequently, Lenworth Murray secured the services of a locksmith to gain access to the premises during the early afternoon that day. He then rushed him to the hospital. He died days later.

[4] The Claimant stated that at the time when Julian Murray was ill that Sunday, she was at her daughter's father's home in Naggo Head Saint Catherine where she had slept the night before. She explains that she slept there as it was her younger daughter's birthday on the 20th day of August. That a birthday party was held which ended approximately 1:00am that Sunday morning. It was too late to return to the home she shared with Mr. Murray at Silver Sun Estate. It is in these circumstances that she remained at her child's father's home that Saturday night and was absent from Silver Sun Estate.

[5] However, in support of her claim for spouseship, she states that both herself and her two daughters were added to Julian Murray's Sagicor health insurance. That she was a beneficiary on his Tip Savings Account and she was an emergency contact for him at the Dialysis Centre and the University Hospital of the West Indies. She also relies on the evidence of Mr. Errol Bailey, a former co-worker of Mr. Murray whilst he was employed at Maths Unlimited. Mr. Bailey's evidence is that he was aware of the relationship between the Claimant and the deceased and asserts that they were spouses who cohabited as man and wife. That he visited Mr. Murray's home on Barbican Avenue about 4 or 5 times and saw the Claimant there. Further, he went out

with the couple on one occasion. However, he has never visited the Silver Sun property where Julian Murray resided for approximately one year before his death.

[6] In this matter, Julian Murray's sister Rosemarie Murray Tingling joined as an interested party. She asserts that the Claimant was not the spouse of Mr. Murray. Mrs. Murray Tingling's case is that Julian Murray had never brought a female companion to any family gathering and he never spoke of being in a relationship with the Claimant. Julian Murray's brother, Lenworth Murray also gave evidence in this matter. He states that he and Julian Murray played tennis at Olympia Crown Hotel every week up to the time of his death. That he had only mentioned a Sophia in conversations as being one of his several rendezvous. The Interested Party also called Julian Murray's neighbour whilst he resided in Barbican Avenue, Mr. Bilroy Fagan. Mr. Fagan's evidence is that the Claimant did not live with Julian Murray when he resided at Barbican. However, he did see her at the premises on occasion.

[7] In this case, all the evidence must be weighed in determining whether the Claimant was the spouse of Julian Murray. The determination will have significant consequences for the Claimant and the Interested Party. The Silver Sun Estate property was purchased by Julian shortly before his death. He is the sole registered owner of this property. It is unchallenged that he died leaving no children. Therefore, if the Claimant is declared his spouse, she would be entitled to the property. If she is not declared the spouse, the Interested Party and Lenworth Murray would stand to benefit by virtue of the laws of intestacy.

[8] This means that I must approach the evidence in this case carefully. I must bear in mind that in a matter such as this, parties who stand to gain significantly from the determination of the court will have an interest to serve and I must make allowance that there may be embellishments on both sides and as such I must analyze the evidence carefully.

[9] With that said, having considered the evidence advanced in this case by the Claimant and the Interest Party, I am not persuaded that the evidence placed before this Court is

capable of satisfying the Court that the Claimant Ms. Sophia Johnson is on a balance of probabilities the spouse of the late Julian Murray, that for at least five years immediately prior to his death, they both shared a relationship which was akin to marriage. I will document my reasons for so finding in this brief judgment.

ISSUE

Whether the Claimant has proven to the requisite standard of balance of probabilities that she was the spouse of Julian Andreen Murray?

THE LAW, ANALYSIS & APPLICATION

[10] Section 2 of the Intestate Estates and Property Charges Act "IEPCA" defines a spouse for the purposes of the statute as follows;

> *"(a) a single woman who has lived and cohabited with a single manas if she were in law his wife for a period of not less than five years immediately preceding the date of his death; and "*

[11] I am guided by the decision in **Millicent Bowes v Keith Alexander Taylor** Claim Number 2006/HCV 05107 decision 19/01/2009, where McDonald Bishop J as she then was, was careful to underscore that the cohabitation must be akin to a marital relationship to satisfy the requirements of the definition as outlined above. I bear in mind that McDonald Bishop J was treating with the Property Rights of Spouses Act and not the IEPCA. However, the definition of spouse under both legislations is synonymous thereby allowing for full adoption of the principles in that case on this issue. In seeking to explore the in exhaustive features or characteristics which must be examined in determining the issue of spouseship, McDonald Bishop relied on the authority of **Kimber v Kimber** [2000] 1 FLR 384 where Tyrer J discussed the "signposts" of cohabitation as constituting the following;

> *" (1) Living together in the same household*
>
> *(2) A sharing of daily life*
>
> *(3) Stability and a degree of permanence in the relationship, that is not a temporary infatuation or passing relationship such as a holiday romance*

(4) Finances, that is to say, is the way in which financial matters are being handled an indication of a relationship

(5) A sexual relationship

(6) Children

(7) Intention and Motivation

(8) The "opinion of the reasonable person with normal perceptions."

[12] I consider the above as a guide in respect of factors which may be considered. However, I bear in mind that it is not an exhaustive list and it depends on the particular circumstances of the case at bar.

EVIDENCE, ANALYSIS & FINDINGS

[13] I will now seek to examine the evidence in the context of the above guidance from the authorities.

[14] The Claimant maintains that from the year 2015 she and the deceased Julian Murray lived together as husband and wife in a common law relationship. That this relationship commenced in 2014. However, she moved in with the deceased at his home at 121 Barbican Avenue Kingston 8 in or around July 2015. They lived there for several years until he purchased his home in Silver Sun Estate in the year 2021.

[15] When they commenced cohabitation, her two daughters ages 7 and 9 years, did not come to live with her and Mr. Murray at the Barbican property. However, they visited the home occasionally and Mr. Murray treated them as if they were his own. He added both children to his health card and the claimant evidenced this by exhibiting to her first affidavit the respective health cards. **See exhibit SJ2**. In cross-examination Mr. Woolcock enquired about any other document that speaks to coverage apart from the cards exhibited to which the claimant indicated there was but she had not produced it. Moreover, she agreed that the health cards exhibited refer to several years prior to Mr. Murray's death.

[16] Ms. Johnson explained that by living together as husband and wife, she means that "they had a physical relationship, operated a single household, pooled resources and lived and did things together as a family with the children." Para 6 Further Affidavit filed on the 29th May, 2025.

[17] It is also unchallenged that the Claimant was a beneficiary of some funds which were left in a Tip Friendly Society account belonging to Julian Murray.

Children: Living Arrangements for Claimant's Children

[18] In this case, the Claimant and Julian Murray had no children together. However, as previously stated, the Claimant had 2 daughters at the commencement of their relationship in the year 2014.

[19] These children have never lived with her and Mr. Murray during their almost seven (7) year cohabitation neither at Barbican property nor Silver Sun. She states that the fathers of these children have kept both children at different times. She was asked this in cross examination;

> *Question : Where were you living when older daughters father kept both girls?*
>
> *Answer: At Mimosa Avenue, 121 Barbican Avenue and 751 Silver Sun Estate.*

[20] She explained that both children remained with their father because they had their own spaces at their father's home but she could take them whenever she wanted and they even came to Julian's premises during holidays. However, in further cross examination, she agreed that there was adequate space for the children at 121 Barbican Avenue as there were 2 rooms there. She then indicated that it was their (meaning Julian Murray and her) intention to have the girls come to live with them at Silver Sun Estate. In answer to questions posed by the Court, the Claimant stated that at the start of the relationship it wasn't their intention for the girls to reside at Barbican based on the school they were attending and it was easier for them to reside with their father at that time. She stated that the plan was for them to come and live with them at Silver Sun Estate after the

summer 2022. She states that Julian and herself discussed this plan in January 2022 after the house was purchased.

[21] My understanding is therefore that approximately six years into the relationship, the parties discussed the children living with them. However, this did not materialize as Julian died in September 2022.

[22] The Claimant asserts that whilst they both lived at the Barbican address, when her children visited the Barbican premises they would stay overnight and sleep in the second bedroom. The claimant indicated that she visited her children regularly and Mr. Murray often took her to see them.

[23] What is important in this case is that the Claimant's case is that at the time Julian Murray fell ill in September 2022 (ill unto death), both daughters lived with the father of the older daughter at 21 Snapper Avenue, Naggo Head, Phase 1, Portmore, Saint Catherine. This is where she slept the night before Julian was admitted to hospital. Her evidence is that no one else lived at Snapper Avenue besides her child's father and the two girls. I bear in mind that at that time in 2022 the respective ages of the girls would be 16 years and 14 years of age. She states that her daughter's birthday is celebrated on the 20th of August and that a party was being held for her at that home. The party ended at 1:00am Sunday morning and it was too late for her to return to the matrimonial home in Silver Sun, so she slept at her child's father's home.

[24] I juxtapose this bit of evidence as against Lenworth Murray who states that on that day in August 2022, when Julian was gravely ill and when he returned whilst Julian Murray was in hospital, there were no signs that anyone lived with Julian at this time. The issue is who do I believe?

[25] The evidence discloses from the Claimant's own case that the last night Julian slept in his home, his spouse who lived with him slept at her child's father's home with her two children. This is interesting and the Court must reflect on this as trier of fact.

The Relationship

The Claimant has never attended family gatherings -

[26] In this case, the evidence discloses that although the Claimant and Julian Murray were together in an established relationship for approximately eight years, 7 of which they lived together, she has never attended any family gathering with Julian. I bear in mind that this cannot be viewed as conclusive in and of itself and the Court cannot make a determination solely on the basis of this evidence. However, it must be considered in the context of this case as a whole bearing in mind that marriage by its nature is a public relationship and not given to secrecy.

[27] In assessing this aspect of the case, I will focus on the particular circumstances of this case at bar. I will start with an aspect of the cross examination;

> *Question: When you said you and Julian were living together you used to go out with Julian?*
>
> *Answer: We went to Ribbiz, AC hotel, Pulse. I went to Ms Chin with him once.*
>
> *Question: It's a go go club [referring to Ms. Chin]?*
>
> *Answer: Yes*
>
> *Question: How many times you go to go-go club with him?*
>
> *Answer: Once*
>
> *Question: Anywhere else?*
>
> *Answer" To Portmore Christmas party at the school. He was the head of Department. We go restaurants with him, all kinds of places.*
>
> *Question: Any family gathering with Julian's family?*
>
> *Answer: No*

[28] As it concerns this aspect of the case, the Claimant states that it was Julian's intention to take her to one such family gathering in 2016 but she declined to go as she did not want to be there if Julian was going to confront his sister; the Interested Party, Rosemarie Tingling about an issue he had with the age difference between Mrs. Murray Tingling and her partner (now husband) who was several years her (Mrs. Murray Tingling's) junior. However, I must weigh this evidence against Mrs. Murray Tingling's

evidence. She states that she did not meet her now husband until the year 2018. Therefore, if I believe her on this point, I cannot accept the Claimant that she refused to go to a family gathering in the year 2016 because Julian Murray was going to confront his sister Rosemarry about a relationship with a man Mrs. Murray Tingling had not yet met at that time.

[29] Be that as it may, there is an aspect of the evidence that I must also consider carefully. Mrs. Murray Tingling (in her Affidavit filed July 28, 2025 at paragraph 3) confirmed that Julian resided on Barbican Avenue for many years. That she was not aware of anyone residing with him. She made it clear that she did not go into the house, at all, during the entire time he lived there but she can recall one occasion where she went there to deliver something to him at the Barbican Avenue premises.

[30] As it concerns this occasion when Mrs. Murray Tingling visited, the Claimant's evidence (para 4 of the Third Affidavit of Sophia Johnson filed 13th November, 2025) is that she recalled this day and event when Mrs. Murray Tingling came to Barbican Avenue. She states that Mrs. Murray Tingling did not come into the home but gave Julian the package outside the gate. She says that she recalls that Julian spoke to his sister occasionally but shortly after they started living together at the Barbican Avenue property they only spoke randomly. This is telling. As a trier of fact, I must consider that Julian Murray never introduced the Claimant to his sister during any of those phone calls which she says occurred in her presence, nor on the day that Mr. Tingling delivered the package to him. Therefore, as the Claimant says that they went out to various places hotels, restaurants, a go- go club, but never introduced her to his sister.

[31] Therefore, not only did he not take the Claimant to any family gathering but when his sister came to his home that day, he did not introduce them.

[32] In terms of Mrs. Murray Tingling's evidence, she states that she spoke to Julian Murray regularly even though they did not see each other often. That all the siblings, inclusive of Julian Murray, would go to their father's house in Manchester for the Christmas

Holiday and it wasn't uncommon for them to bring their respective partners. However, Julian had never taken anyone.

[33] I bear in mind that counsel challenged the Interested Party Mrs. Murray Tingling on the relationship she shared with Julian Murray. It was suggested that Julian was not pleased that Mrs. Murray Tingling married a man who was much younger than her and that this placed a strain on their relationship. Counsel also made mention of a property that was bequeathed to Julian under their father's will. Mrs. Tingling admitted that she was not aware that a property which was bequeathed to Julian had been sold by him. It was also suggested that she never visited him in hospital or invited him to her wedding. Mrs. Tingling Murray explained that she got married during the Covid pandemic and due to the restrictions, it was a very small gathering. Further, that when Julian was hospitalized, it was during the pandemic and she being a heart patient, her Cardiologist advised her not to attend the hospital at that time.

[34] Therefore**,** it is my considered view that the relationship between Mrs. Murray Tingling and Julian was somewhat strained after she met her spouse. I accept this on the basis of Mrs. Murray Tingling's response to a question posed by counsel as regards Julian Murray's posture towards her husband. However, I also accept Mrs. Tingling's evidence that she did not meet her husband until the year 2018. Therefore, Julian Murray's action in not introducing the Claimant to her when she visited the property or during those phone calls must be considered.

[35] I ask myself the question – If the Claimant was seen by Julian Murray as his wife why wasn't she introduced to his family during their lengthy relationship? There was opportunity when Mrs. Tingling Murray visited the Barbican Avenue address and also during those several phone calls when the Claimant was present. This is something I must consider. The Claimant's assertion is that Mrs. Murray was never introduced to her because the relationship soured and they stopped speaking. But what of the period before they stopped speaking is what I must consider. It is also important to consider that Julian never took anyone to any family gathering throughout the years.

[36] However, even if I find that Mrs. Murray Tingling was not introduced to the Claimant because she was not close to her brother, I must consider the evidence of witness Lenworth Murray. There are several things which were not challenged in this case concerning the relationship between Lenworth and Julian;

i. It is unchallenged that they both played tennis at the Olympia Crown Hotel every week for several years even during the pandemic.
ii. That he was named as an emergency point contact at the dialysis center where Julian Murray received his dialysis. That they called him when Julian missed/ was late for an appointment around the time when Julian fell ill in August 2022.
iii. That he was the one who was contacted by Julian neighbour that fateful Sunday 21st August, 2022, when Julian was gravely ill and had to be taken to the hospital. That he in fact took Julian to the hospital that Sunday afternoon.
iv. That his son did Math classes at Julian Murrays home in Barbican.

[37] The Claimant in her Third Affidavit stated that Julian and Lenworth had a close relationship up to the point in 2016 when the incident arose with Mrs. Murray Tingling. She said after that, they were not close anymore. However, she states that Julian did inform her that he and Lenworth played tennis at Olympia Crown and that he played twice weekly up to the pandemic and then once per week during the pandemic. As trier of fact, what do I make of this evidence, the Claimant is saying they are not close but they play tennis twice per week even during the pandemic which would be years after this alleged 2016 incident.

[38] It is my considered view that playing tennis with someone twice per week is inconsistent with their being a strained relationship. Naming someone as your emergency contact is inconsistent with their being a strained relationship between the parties. The Claimant's evidence is that Lenworth Murray was named as emergency contact both at Olympia Dialysis and University Hospital where he was hospitalized in the year 2020. Further,

when Julian was in distress that Sunday afternoon, it was Lenworth Murray who was contacted and who came to assist him to the hospital. For these several reasons, I find and am satisfied that Lenworth Murray and Julian Murray enjoyed a closer relationship than existed between the Interested Party and Julian.

[39] Though I accept this, I bear in mind that the Claimant states that she never saw Lenworth Murray visit Julian during his hospitalization in 2020 or 2022. However, this does not disturb my finding of a close relationship as there could have been several reasons for this particularly during the pandemic. No reason was offered but even in the absence of any reason being given, it does not disturb my finding.

[40] The Claimant states that Lenworth knew about the relationship she had with Julian and that they were living together and that Lenworth's son did extra lessons at Julian's home. She also says she spoke to Lenworth a few times over the phone. Lenworth Murray does not deny hearing about the Claimant. He states that to his knowledge she was one of the women who was being seen by Julian Murray as he had mentioned her name to him on more than one occasion. He indicated in cross examination that he spoke to the Claimant on the phone in the year 2022 whilst Julian was in the hospital. However, he maintained that the Claimant's relationship with Julian was not that of a spouse and did not cohabit with Julian Murray as husband and wife.

[41] My understanding of his evidence regarding the issue of cohabitation between Julian and the Claimant is as follows;

i. He and Julian Murray were very close playing tennis up to twice weekly for several years and leading up to his hospitalization and death;

ii. Though Julian Murray mentioned the name Sophia she was never mentioned as being a spouse with whom he shared a committed relationship or moreover cohabited with her;

iii. That when he attended the premises at Silver Sun Estate after Julian Murrays hospitalization, there was nothing to indicate that any one apart from Julian lived there. That the place was filthy and he had to employ his own helper to attend to

cleaning the premises. He used these words at para 14 of his Affidavit; *"Between the Sunday afternoon when I helped Julian out of his bed; later when I went back to his house to lock the front grill, going back to this house with my Helper to clean the house and returning with my siblings several days later I did not see or notice any signs of anyone apart from Julian residing at the house. I never once encountered anyone at the house other than Julian. I did not see any female clothes or other female products at the house and I am positive from those observations as well as my previous conversations with Julian that he, Julian in fact lived alone at his house in Silver Sun Estates…"*. In response to this paragraph, the Claimant in her third Affidavit stated this at para 49, "In response to paragraphs 14 – 18, *I repeat that I lived with Julian up to the time of his death from 2015. Lenworth is not speaking the truth. I did not need permission to be living at our house because that is where I had been living."*.

[42] If I believe Lenworth Murray regarding his several conversations with Julian Murray and also his observations on Sunday 21st day of August 2022 and thereafter, the Claimant was not living with Julian Murray at the time of his death and prior to this did not have a marriage like relationship with him.

[43] As it concerns the court's assessment of the case, the Interested Party has also asked the Court to consider that no photographs of the couple were placed before the Court and that this is significant. The Claimant, when pressed by Mr. Woolcock about any photographs taken of her and Julian together, indicated that they existed but she provided no proof of such photographs. She indicated that they went out to various restaurants, clubs and an annual Christmas Party held at the Portmore Community College where Mr. Murray worked but agreed that she failed to provide any photographs of them together at these places.

[44] Mr. Woolcock suggested to the witness that her failure to produce the photographs was because none existed as she was not in a committed relationship with the deceased to which she disagreed.

[45] I will state that the absence of photographs, by itself, would not warrant a finding adverse to the Claimant in the context of this case. However, I will consider it in the context of the evidence as a whole since it was raised by counsel.

The Claimant has never received mail at Julian Murray's Home -

[46] The claimant did admit under cross-examination that she only received mail once at the Silver Sun address. Her evidence is that this occurred after Julian Murray died. She stated that she collected this mail at a Post Office in Spanish Town. That she never received mail for the entire period from 2015 to 2021 when she lived at the house in Barbican with Mr. Murray. The claimant's reason is that she received mail mostly via email and it did not include her addresses. Unfortunately, she stated that she could not recall the name of the Post Office where she received this mail. Therefore, the evidence is that the Claimant has never collected any mail at either of the addresses that the deceased resided at during the period 2015 – 2022 when she says they cohabited as man and wife and lived together sharing one household.

[47] This is something that must be considered in this matter. The Claimant's explanation is that she received her mail electronically. The Court finds it difficult to accept that over the seven year period of cohabitation, the Claimant had never received mail at either premises prior to Julian Murray's death. This brings into question whether she did in fact reside with Julian Murray or whether the relationship was more in the nature of a visiting relationship.

[48] The evidence of not receiving any mail at the premises must be viewed together with the evidence of Rosemarie Tingling that Julian Murray never brought a female to any family gathering as also to Lenworth Murray that when he went to Silver Sun Estate, he saw no signs of anyone else living there as well as to the fact that the Claimant's children never resided at either address. That being said, I will explore another signpost, "How the parties handled their finances?"

Finances

[49] Baroness Hale in **Ghaidan v Mendoza** [2004] 3 WLR p 133 included financial interdependence as a feature which may be indicative of a marriage like relationship. In **Kimber v Kimber** [2000] 1 FLR 384, one of the signposts was the way in which financial matters are handled by the couple.

[50] The Claimant produced copies of health cards for herself and her 2 daughters which were issued by Sagicor Life under Julian Murray's account. The effective date for her card is the 8th January, 2016 and for her daughters, 13th December, 2017 and 24th February, 2023. Her evidence is also that she was a beneficiary under Mr. Murrays Tip Friendly Society account.

[51] In addition to this, the Claimant's evidence is that in early August 2022, Julian Murray underwent a procedure to insert a catheter in preparation for dialysis. That she attended the facility after the procedure. This procedure was done at Olympia Crown Dialysis Center. The claimant's evidence is that Mr. Murray had difficulty obtaining funds from Barita Investments to cover the costs of the implantation which was about JMD$800,000. Given this difficulty she gave him some money from funds which he had given her a year earlier after he sold a piece of land.

[52] She states that she also managed Julian Murray's finances. This included having access to his credit cards, debit cards, savings and investments. In cross examination, it was made clear that they did not have a joint account. However, she stated that she was allowed to use his banks cards both credit and debit. In cross examination, she was asked to explain what she meant by managing his finances. She explained that he would seek her advice. She explained that when Julian was purchasing the Silver Sun home she did not contribute towards the purchase as she was not working. She agreed that she had savings at the time, however she did not contribute.

[53] However, her evidence is that she gave Julian $530,000.00 cash towards his surgery to install the catheter. She received $750,000 from Julian when he sold the land and then she gave him $530,000 out of that sum. That the $750,000 was transferred to her bank account after he sold the land. Under cross-examination Mr. Woolcock enquired

about Mr. Murray's health insurance and Ms. Johnson indicated that the policy required him to pay in advance and be subsequently reimbursed. The claimant admitted that she exhibited no proof of the initial transfer from Mr. Murray of the $750,000 to her bank account before she withdrew it.

[54] The evidence is that the Claimant played no role in the acquisition of the home in Silver Sun Estate save and except she states that she encouraged him to purchase a home. This encouragement stemmed from the landlord of the Barbican property wanting Mr. Murray to finance the painting of the entire duplex though he was the only tenant there at the time. In this context, she advised and encouraged him to purchase a house instead. The claimant agreed that she did not select this house however she asserts that she and Mr. Murray discussed the budget to purchase the home. When asked by counsel the reason why her name was not on the Certificate of Title for the house, she indicated that at the time when the house was purchased she was not eligible for a loan from the trust. Counsel suggested that the reason her name was not on title to the property was because she and Mr. Murray were mere boyfriend and girlfriend to which she disagreed.

[55] Therefore, on the Claimant's case, Julian Murray had given her funds after he sold the land and she also gave him funds towards his surgery. There is no documentary proof of these transactions. Although there may be no requirement of such proof, the absence of such material leaves the Court with only the Claimant's verbal assertions. For that reason, the court has to approach the evidence carefully to determine whether the Claimant can be believed on her mere assertions in this regard.

[56] What is significant is what has not been said in this case by the Claimant who bears the burden. There is no evidence concerning how bills within the home were paid. Nothing to suggest how these homes were managed i.e. at Barbican Avenue and Silver Sun Estate. How were financial decisions made in this relationship? Therefore, there is insufficient evidence to demonstrate that finances were handled in such a way which was indicative of a marital-like relationship. The evidence is that she made no contribution towards the acquisition of Silver Sun Estate property. The furthest I am able

to take her testimony is that Julian Murray would give her his debit and credit card thereby allowing her to use them. That he allowed her and her daughters to benefit from his health insurance and that he left some money for her through his Tip savings account. However, there was no joint account between the parties. In this context, what the Court has "is her say so" that Julian transferred $750,000 to her bank account after he sold a piece of land and that she gave him $570,000 out of those funds to assist with his medical procedure. Is this enough in the context of the burden of proof which lies on the Claimant in this matter.

Claimant's Conduct

[57] The claimant's case is that the deceased was ill during their relationship. She states that in August 2020, he was admitted to the University of the West Indies Hospital (UWHI) due to kidney failure and high sugar levels. When pressed in cross-examination about the medications that Mr. Murray was taking, Ms. Johnson was unable to provide the names as she stated she did not remember. However, her evidence is that she accompanied Mr. Murray to the pharmacy and some of his appointments. Ms. Johnson went further to indicate that the deceased had renal failure, low blood pressure and sugar related issues which required him be treated with dialysis. Her case is that she was also listed as an emergency contact at the Olympia Crown Dialysis Centre. However, she did not exhibit any documentation to support her assertion that she was listed as an emergency contact.

[58] Be that as it may, the evidence presented by the claimant indicates that Mr. Murray was hospitalized on more than one occasion. Ms. Johnson under cross-examination stated that the deceased was hospitalized on 28th August 2020 and was discharged four days later as he refused to start dialysis. She indicated that she was certain of the date as she has the admission document at home but it was not put before the court. In cross-examination the claimant stated that she visited Mr. Murray while he was in the hospital however she presented no proof of this, such as a copy of the visitor's logs which she indicated that she did not try to obtain. This fact may not be very important or material in this matter.

[59] However, its value is brought to bear on the basis that her case is that she was intimately aware of Julian Murrays health condition.

[60] Ms. Johnson deponed at paragraph 30 of her 3rd affidavit that Mr. Murray in December 2021 went to his doctor as he stated he was feeling unwell and it was revealed that he suffered a minor stroke. Thereafter he was given a follow up date in January 2022 and further tests were done. Based on the results of the test he was advised to begin dialysis as soon as possible. Ms. Johnson indicated that after disagreements between them on this issue he agreed to begin dialysis in May.

[61] Against all this body of evidence advanced by her regarding his health condition, this Court sought to assess the evidence concerning what transpired during that weekend of August 21, 2022 when Julian was hospitalized shortly before death.

[62] Ms. Johnson's account of Mr. Murray's admission to the hospital in August 2022 prior to his death is captured in paragraphs 36-45 of her 3rd affidavit where she rebuts the evidence given by the other witnesses. She states that she knew that Julian was not feeling well the day before his hospitalization. She says he had a fever that day. He also did dialysis that day. That is her evidence. Further, that a medical professional at Olympia recommended that he go to the hospital. Ms. Johnson under cross-examination asserted that she encouraged him to go the doctor however knowing that it was her daughter's birthday he said she should attend the birthday party and he will go to the doctor on Monday. According to her Mr. Murray encouraged her to leave him to attend the party which was in Portmore, Saint Catherine and he would contact her if his condition worsened. Her evidence is that she left him around 9:00pm and did not return to the Silver Sun home that night as the party ended at 1:00am. She slept at the home of one of her daughter's father. Counsel pressed the claimant in cross examination about trying to contact Mr. Murray between the time she went to the party and Sunday morning seeing as Mr. Murray was not feeling well. Ms. Johnson indicated she tried to call him once and couldn't get him.

[63] Her evidence is that on the morning of 21st August 2022, she attempted to contact Julian Murray at approximately 8:00am. She was unable to reach him. That she spoke to a neighbour at approximately 11:00am. She was aware that a neighbour had to give Mr. Murray water to drink through the window and that Lenworth Murray had to force himself in to gain entry to the house in order to take Mr. Murray to the hospital.

[64] I consider her evidence as against the evidence of Lenworth Murray. He said he was contacted by the neighbour at approximately 3:30pm that Sunday afternoon. This is when he rushed to Julian Murrays home with a friend to assist him. Therefore, up to approximately 3:30pm, the Claimant had not yet returned to her matrimonial home knowing that her spouse with whom she shared a cohabiting relationship akin to marriage was ill to the point that she says it was encouraged by medical professionals the day before that he be hospitalized.

[65] I also consider that the Claimant's case is that her child's father resides in Naggo Head, Portmore, Saint Catherine. This is in the same Parish where Silver Sun Estate is located. In this context, I pause here to analyze this against the Claimant's case as a whole. Julian Murray was a dialysis patient who to her knowledge was ill from the day before. She did not sleep at his premises that Saturday night. Now comes Sunday morning. The evidence is that up to the time Lenworth retrieved Julian which must have been a lengthy process as it involved the employment of a locksmith, the Claimant had not gone to the property. She says she tried calling him at 8:00am that Sunday morning and did not get through to him. She says the neighbour called her. Her evidence is that she also spoke to the neighbour at 11:00am and the neighbour told her that Lenworth Murray was on his way. She says the neighbour also told her that Julian Murray appeared weak and that she had to give him a drink through the window. However, even at 2:00pm, she was not at the home at Silver Sun. Neither was she there up to when the Lock Smith had to gain entry. This is inconceivable and no explanation is given as to why she was unable to go to Silver Sun estate that 8:00am or 11:00am if she were in Naggo Head Portmore Saint Catherine.

[66] She says it takes about 45 minutes to one hour from Naggo Head Portmore to Silver Sun Estate on a Sunday. Even if this were true and this Court doesn't believe it is, had she left at 11:00am when she says she spoke to the neighbour, she would have reached by 12:00pm on her own evidence. There is no evidence that she went to Silver Sun Estate that afternoon at all. This is telling and causes the Court to question her relationship with Julian Murray and whether the Court can believe her as to the following; where she was at the material time; whether she did speak to the neighbour; whether she really lived at Silver Sun Estate and whether she was in a spousal relationship similar to marriage. There are several unanswered questions on the Claimant's case.

[67] I bear in mind that the Interested Party does not challenge her evidence concerning what transpired the day before. Lenworth Murray's evidence is that Julian Murray told him that he was with the Claimant the day before. However, as trier of fact, the evidence does not appeal to reason. If I accept that she was with Julian the day before and knew of his condition, then how do I reconcile her conduct at the material time. If she lived there at the premises and according to her, the neighbour spoke to her at about 11:00am, why was a locksmith summoned in the afternoon to breach the property to allow for entry.

[68] She further stated that the deceased was admitted to the hospital on 21st August 2022 and died on 2nd September 2022. She asserted that during his first three days in the Accident & Emergency department, she was the only person who visited and provided for him, and that, after he was transferred to a ward, none of his siblings, including Lenworth, visited him, although his colleagues brought supplies such as diapers. However, under cross examination she did ultimately admit that Durke Murray who worked at the UWHI visited his brother:

Question: *He has another sibling?*

Answer: *Durke Murray*

Question: *You know Durke Murray was a radiographer?*

Answer: *Yes*

Question: *And he works at the UWHI?*

Answer: *Yes*

Question: *And he worked there while Julian was in the hospital?*

Answer: *Yes*

Question: *And your evidence is that that Durke Murray didn't visit him, none of his sibling didn't visit him including Lenworth?*

Answer: *When I asked Julian if any of his siblings visited him, his sister Rosemarie and Glenworth didn't visit him for sure but Durke Murray passed through, he didn't give him anything. But at the time I visited I didn't know where to provide food for them.*

Question *What is pass through?*

Answer: *Just stopping by*

Question: *Isn't that a visit?*

Answer: *He works there*

Question: *What do you understand pass through to him?*

Answer: *Check on him but he didn't bring anything for him*

Question: *But you don't know that?*

Answer: ------

[69] I bear in mind that even if she alone had visited whilst he was in hospital, this fact cannot, in isolation, be taken to translate to her being his spouse. The claimant maintained that Lenworth Murray retained Julian Murray's house and car keys after he took him to the hospital. That he did not return them. She disputed Lenworth's evidence that he expressed surprise that she was living there and that the only conversation she had with him was in relation to a register with grades for students that they wanted. During cross-examination she disputed Lenworth's evidence that he purchased a new padlock for the grill at the front. She indicated that upon returning to Silver Sun and seeing the cut made by the locksmith to the front grill she took the padlock that was being used to secure the back grill and placed it on the front. Ms. Johnson maintained that Mr. Murray's siblings

Lenworth and Rosemarie were aware of their relationship and she disputes any claims that she was a mere girlfriend and that Julian had several sexual partners.

[70] Mr. Woolcock suggested to her that she and Julian were merely boyfriend and girlfriend and were not in a committed relationship. The claimant maintained that she and Julian lived together as husband and wife from 2015 and she was listed as the beneficiary under his account at the TIPS Friendly Society. There was no documentary evidence placed before this Court to support her being a beneficiary. However, Lenworth Murrays evidence is that he was made aware of her being a beneficiary when he contacted the institution after Lenworth's death, so I accept that she was in fact a beneficiary.

SUMMARY OF FINDINGS AND CONCLUSION

[71] In this case, the fact of the Claimant being a beneficiary on Julian Murray's TIP Savings account and the evidence of the health cards constitute evidentiary material which demonstrates that there was a relationship that existed between the Claimant and Julian Murray and must be factors which I consider in the context of whether these are indicative of some level of stability and a degree of permanence. I find that these facts support the finding of a relationship.

[72] This is supported by the evidence of Lenworth Murray who says that Julian did mention the name Sophia. It is supported by Bilroy Fagan who says he saw Sophia there at the house in Barbican and did see her at the Barbican premises more than any of the other ladies he saw coming and going.

[73] It is further supported by witness Errol Bailey who also states that he visited the Barbican Avenue property approximately 4 or 5 times and saw the Claimant there. That this is where he was introduced to her by Julian Murray as "his woman" He also says he went out with the Claimant and Julian on one occasion and her children were there. However, I balance this aspect of Mr. Bailey's evidence with the fact that it was borne out that he did not know when Julian Murray and the Claimant started living together. Additionally, he did not know if they lived together at Silver Sun Estate as he never visited that property. However, he says that in conversations with Julian Murray, he

formed the view that they also lived together at Silver Sun Estate. This is not enough to make such a finding in the context of the evidence as a whole. I find that he is unable to assist the court with a critical aspect of the definition of spouse which is that the parties are to cohabit as man and wife for five years immediately before death. I cannot place significant value on that bit of evidence regarding mere assertions of conversations as no details were given of these conversations.

[74] I also must indicate that the evidence of Mr. Bailey has to be approached carefully. The evidence discloses that he and the Claimant are friends. That is a conclusion which this Court draws from his evidence in this case. They interacted quite a number of times. It was rather peculiar that he stated that he interacted with the Claimant between 10 – 20 times whilst her daughter was at Maths Unlimited and these interactions were about her daughter yet he could not recall the daughter's name. It was also peculiar that he indicated that he and Julian Murray "*did road together*" and they go out to have drinks. However, further in cross examination, he said that he knows that Julian Murray drinks alcohol but he has never seen him drink. The Court could not understand such conflicting testimony.

[75] Be that as it may, his evidence of their being a relationship is supported by Bilroy Fagan and Lenworth Murray. However, Errol Bailey cannot speak to those months when Julian Murray lived at Silver Sun Estate. Further, his seeing the Claimant on 4 or 5 occasions at Barbican Avenue and on that one occasion when they went out with her children is not sufficient to establish that they lived together as man and wife for five years immediately preceding death.

[76] I must also consider his evidence in the context of Bilroy Fagan's evidence. He stated that the Claimant did not reside at the Barbican Avenue address and I believe him in this regard. This is consistent with the evidence of Lenroy Murray where the latter says though Julian Murray mentioned a Sophia, it was not in the context of a committed marriage – like relationship.

[77] In the context of these competing positions, I must also consider the fact that her children never resided with Lenworth Murray. She never received mail at either of his addresses whilst he was alive. He never introduced her to his family or brought her to any family gatherings. They had no bank accounts together and he never added her name to the title for the property at Silver Sun Estate. Neither of these factors standing alone are conclusive of the nature of their relationship. However, when considered together and in the context of the evidence as a whole, the threshold of proof has not been met by the Claimant.

[78] Even if I am wrong in terms of my analysis of the evidence and findings, I am persuaded that the Claimant's conduct at the time when Julian Murray fell ill in August 2022 raises significant questions concerning whether she resided with him at the material time.

[79] Therefore, I am unable to find on a balance of probabilities that they cohabited as man and wife for five years immediately preceding his death.

Costs –

[80] On the 11th day of November, at the time of the delivery of my ruling this matter, Ms. Thomas invited the Court to decline to make an order for cost in favour of the Interested Party. She argued that Mrs. Murray Tingling appears as an Interested Party which by its nature is an election made on her part. There is no rule within the Civil Procedure Rules that an Interested Party should receive their cost where the Claimant is unsuccessful. Further, that Mrs. Murray Tingling, if she wished to benefit from the general rule as prescribed by the Civil Procedure Rules ought to have joined the proceedings as a Defendant. She argued that if the latter were done, the general rules regarding cost orders would be applicable.

[81] Mr. Woolcock disagreed with this position on the basis that the general rules regarding cost orders are applicable to Interested Parties and that it is not uncommon for cost orders to be made in favour of Interested Parties.

[82] In light of the competing positions, I considered this issue briefly by exploring how Mrs. Murray Tingling became an interested party in these proceedings as well as the factors which ought to be considered by the Court when determining whether a cost order ought to be made.

[83] At the first hearing of the Fixed Date Claim Form on the 28th day of May, 2024, an order was made that a Notice of Adjourned Hearing ought to be served in advance of the adjourned hearing which was scheduled for the 16th day of October, 2024. In advance of the adjourned first hearing, the Claimant filed a Notice of Adjourned hearing on the 25th day of June, 2024 which outlined that notice was being given to Mrs. Rosemary Murray Tingling, Lenworth Murray and Dirk Murray of the adjourned hearing date. On the 16th day of October, 2024 at the adjourned hearing, the learned Judge made an order that an Affidavit ought to be filed from a close friend or relative of Julian Murray providing details of the relationship he shared with the Claimant.

[84] On the 16th day of June, 2025 Rosemary Murray Tingling filed an Affidavit of Service and indicated therein her intention to defend this claim. Three days later, the 19th day of June, 2025, an order was made that she is an Interested Party in these proceedings and was permitted to file Affidavits in Response to this claim.

[85] There having been a trial on the merits of the Claim, on the issue of cost, I am guided by Part 64 of the Civil Procedure Rules. Rule 64.3 states that the Court's power to make cost orders include the power to make orders requiring any person to pay the cost of another person arising out of or related to all or any part of any proceedings. By this rule, the Court is granted extensive powers in terms of imposing cost orders which are not confined to the parties to the claim.

[86] Following the expression of such wide powers, Rule 64.6 states that as a general rule, the court must order the unsuccessful party to pay the cost of the successful party. Notwithstanding the general rule, the court is permitted to depart from this rule where the circumstances of the particular case justifies such departure. Being guided by Rule

64.6, I consider the following in determining whether the general rule ought to apply to the case at bar;

i. Was it reasonable for Mrs. Murray Tingling to intervene in these proceedings? By virtue of section 4 of the Intestate Estate and Property Charges Act, the siblings of Julian Murray have an interest in his estate. It is unchallenged that he died intestate leaving no children and no surviving parents. Therefore, should any person be declared spouse, they would be entitled to his entire estate. Should he die leaving no spouse, his siblings are entitled to share his estate. Therefore, it cannot be said that Mrs. Murray Tingling's intervention in these proceedings is unreasonable. Nor can it be said that it was unreasonable for her to pursue a particular allegation or raise a challenge to the claim for declaration of spouseship.

ii. Even without a specific order from this Court, the Claimant did notify Mrs. Murray Tingling and the other siblings of these proceedings. This signifies that the Claimant acknowledged the interest of his siblings in the estate of Julian Murray in these proceedings.

iii. After a trial on the merits of this case, the Interested Party was successful in defeating the claim advanced by the Claimant who now stands as the unsuccessful party in these proceedings.

iv. Therefore, the general rule regarding cost orders is applicable to the case at bar. There is no distinction in Rule 64.6 (1) between a Defendant and Interested Party. It does not expressly exclude Interested Parties for the purposes of the general rule regarding Cost orders.

v. The Claimant has not demonstrated why this court should deviate from the general rule regarding costs.

vi. If I am incorrect in my approach to Rule 64.6(1), and an Interested Party is not a party to the proceedings and therefore the general rule is inapplicable,

I bear in mind Rule 64.3 which offers very wide powers to make impose cost orders in favour of non – parties to a claim. I am of the view that if the general rule would not apply to Mrs. Murray Tingling a non- party under this rule, I may exercise my discretion to impose a cost order where the circumstances of the case so warrant.

vii. In this case, the circumstances are such that Mrs. Murray Tingling sought to intervene in the context of herself, Dirk and Lenworth Murray having an interest in Julian Murray's estate he having died intestate pursuant to the Intestate Estates and Property Charges Act. Mrs. Murray Tingling, having intervened to oppose this claim, she has incurred costs. The Claim having been resolved through the refusal of the orders sought by the Claimant, thereby allowing the Interested Party or any other beneficiary to pursue a Grant of Administration in the estate, it is my considered view that the costs incurred in intervening to ultimately preserve her interest in the estate as well as the interest of other beneficiaries, ought to be paid by the Claimant who has been unsuccessful in obtaining orders declaring her to be the spouse of the late Julian Murray.

ORDERS

1. The orders sought in the Fixed Date Claim Form filed on the 21st day of March, 2024 are refused.

2. Sophia Johnson is not the spouse of Julian Andreen Murray also known as Julian Murray, lecturer, late of 751 Silver Sun Estate, Spanish Town in the Parish of Saint Catherine, deceased, intestate, in accordance with the provisions of the Intestate Estates and Property Charges Act.

3. Cost is awarded to the Interested Party to be taxed if not otherwise agreed.