

IN THE EASTERN CARIBBEAN SUPREME COURT
FEDERATION OF SAINT CHRISTOPHER AND NEVIS
NEVIS CIRCUIT

IN THE HIGH COURT OF JUSTICE
(CIVIL)

NEVHCV2024/0037

BETWEEN:

TINA ANN HULL nee O'MEARA

Claimant/1st Ancillary Defendant

AND

ELTON MARCUS HULL

Defendant/Ancillary Claimant

AND

COMMISSIONER OF POLICE

2nd Ancillary Defendant

ATTORNEY GENERAL OF ST. CHRISTOPHER AND NEVIS

3rd Ancillary Defendant

Appearances:

Ms. Aymah George for the Claimant/1st Ancillary Defendant

Ms. Emily Prentice Blackett for the Defendant/ Ancillary Claimant

Mr. Christopher Forde for the 2nd and 3rd Ancillary Defendants

2025: May 8,
June 13,
July 1,

JUDGMENT

[1] THOMPSON JR. J: The opening lines of Anna Karenina by Leo Tolstoy are appropriate.

"Happy families are all alike; every unhappy family is unhappy in its own way."

- [2] This dispute has pitted Mrs. Hull on one side, against her former husband, Mr. Hull. There is nothing unusual about that. The Hulls are the parents of two girls, Alyssa and Vanessa. The daughters no longer speak to their mother and gave evidence on their father's behalf at the trial of these proceedings. The trial has meant that this three day trial has pitted a man and his two daughters against their mother.
- [3] On the first day of the trial, I gave the parties an opportunity to indicate whether they needed any time to consider whether they could arrive at an amicable resolution of their dispute. A consent order was entered into and the parties indicated that they had come to an agreement on Mrs. Hull's claim for an interest in the matrimonial home and property that she and Mr. Hull and their children resided in and issues related thereto.
- [4] I presumed that if they were able to resolve this thorny aspect of the matter, then they would have also been able to resolve the ancillary claim filed by Mr. Hull against Mrs. Hull and the Commissioner of Police and Attorney General (collectively referred to as "the State") being the matters raised in Mr. Hull's ancillary claim filed in these proceedings.
- [5] I was wrong. They were not able to resolve matters and the following aspects of the ancillary claim proceeded to trial.
- (i) An order for accounting of profits from the rental of the apartments
 - (ii) An order that Mrs. Hull pay Mr. Hull 85% of the net profits from the rental of the apartments
 - (iii) An order that Mrs. Hull supply Mr. Hull with copies of all rental agreements for the apartments from 2010 onwards
 - (iv) Damages for dishonest assistance or alternatively an order for sale of the Toyota Yaris vehicle bearing registration number PA-8859 ("the Yaris") and an equal split of the proceeds of sale between Mr. and Mrs. Hull
 - (v) A declaration that the children of the marriage are dependents by reason of their profession and that Mrs. Hull should pay maintenance for the children
 - (vi) Exemplary and aggravated damages for the unlawful transfer of the Yaris without Mr. Hull's knowledge or consent
 - (vii) Damages for loss of use and transportation costs that Mr. Hull incurred as a result of the unlawful transfer of the Yaris.
- [6] These matters are best summarized under the following headings:

THE CHILDREN

- [7] The Maintenance of Children Act provides that "a person 18 years or older but under the age of 25 years who is receiving instruction at an educational establishment or undergoing training for a trade, profession or vocation whether or not he is also or will also be in gainful employment" is a person for whom an order for maintenance can be made.
- [8] There is no dispute that Mr. Hull (the daughters were not joined to the ancillary claim as parties in their own right) bore the burden of proving on a balance of probabilities that Alyssa and Vanessa were undergoing training for a profession. In short, there is no dispute that the girls were talented and aspiring tennis players in their younger years but at the time of trial they were not training professionally. Mr. Hull's own evidence was that the girls were not training professionally now and that their last ITF tournament was in September 2023. He also confirmed that the girls had not played in any tournaments, whether professionally or amateur since they had returned to Nevis in 2023. In answer to a question from the bench Mr. Hull confirmed that the girls had just started the ITF programme and that they did not even have a ranking number. This evidence when contrasted against his own admission that they were not training professionally meant that their claim for maintenance was problematic.
- [9] Things did not improve when the girls took the witness stand. Alyssa confirmed that she started the ITF programme in March 2023 and played her last ITF tournament in September 2023. According to her, she only needed to pay for her IPIN membership and it would be renewed. It was her evidence that she was still in training. I sought to determine what her training schedule was like and she confirmed that she did not have a training schedule per se and that it was 'now and again'.
- [10] Her last training session involved hitting a couple hundred balls last week and before that she trained at the start of April then February and then December 2024. This evidence could not rise to the threshold of undergoing training for the profession of professional tennis player. Alyssa's own evidence was that her training regimen was sporadic and unstructured which is at odds with the requisite discipline and professionalism so integral to success in the world of professional sport. I am not satisfied that there is any basis for an order for Mrs. Hull to maintain Alyssa on this basis.
- [11] Vanessa indicated that she tried to train professionally and tried to train 3 times in the week preceding the trial. Critically, she confirmed that when she was on the ITF programme she would train every day for 3 hours and gym for 2 hours per day. There was no suggestion that Vanessa was engaged in such a regimen at present. She had not played any tournaments or competitive tennis since her return in September 2023. During her time on the ITF programme she accumulated a record of 3 wins and 10 losses. Even with her evidence of a more structured approach to playing tennis, it is clear that both Vanessa and her sister were gainfully employed in full time employment. No training schedule or training plan was placed in evidence before this court. Counsel for Mr. Hull must have known how she intended to prove this aspect of her case but the evidence to support a finding that

the girls were undergoing training for a trade, profession or vocation was nonexistent. I am fortified in this finding by the evidence of Mr. Hull that they were not doing so now. This aspect of the ancillary claim fails.

[12] For the avoidance of doubt, I take no joy in my findings. There is no dispute that Alyssa and Vanessa are or at least were extremely talented tennis players. Junior professional tennis via the ITF programme is an expensive undertaking never mind being highly competitive as the rewards at the top of the sport are life altering. It is unfortunate that they were unable to realize their dreams of stardom.

THE CAR

[13] This aspect of the dispute between the parties involved the Attorney General's Chambers. There is no dispute between the parties on the following facts:

- (i) That the Hulls were the jointly registered owners of the Yaris
- (ii) That without Mr. Hull's knowledge, information or consent, Mrs. Hull transferred the car to a Mr. Rohan Hutton.
- (iii) That Mrs. Hull knew of Mr. Hull's interest in the car
- (iv) That Mrs. Hull attended at the Charlestown Police Station for the purpose of effecting the transfer of the car that was jointly owned with Mr. Hull.
- (v) Standing Order No, 4/2023 provided that "If the registered owner is off island or unable to be present at the office a notarized letter addressed to the Traffic Department must be sent indicating the owner's intention along with a description of the vehicle including the chassis number etc" and that this Standing Order governed the transfer of motor vehicles in the Federation where the registered owner was off island.

[14] There was a considerable amount of argument about who was at fault for the fact of the transfer. Mrs. Hull sought to blame the State for their failure to apply the law and insist that she supplied them with her husband's consent as a precondition to perfecting the transfer of the Yaris.

[15] On the other hand counsel for the Attorney General while accepting that the State should not have facilitated the transfer to Mr. Hutton argued that Mrs. Hull was at fault and that the state should bear no liability to Mr. Hull for any loss and damage he sustained as a result of the transfer.

[16] I have not found it easy to resolve these questions but ultimately I am persuaded that liability should be equally apportioned between Mrs. Hull and the State for Mr. Hull's losses in this regard.

[17] Firstly, Mrs. Hull did not file any witness statement in these proceedings. She was thus compelled to rely on the affidavits that she had filed in support of her fixed date claim in these proceedings. The lack of a witness statement meant two things. One, I did not have the benefit of any evidence from her on her intention when she went to the Police Station or exactly what she said to Sgt Marva Chiverton when she got to the Police Station. Secondly, I did not allow her to amplify her affidavit to address these matters since she did not file a witness statement, although she was at liberty to do so per my order of November 25th, 2024. Therefore, I did not have the benefit of Mrs. Hull's evidence on exactly what was said to her by Sgt Marva Chiverton.

[18] I am not persuaded that Sgt Marva Chiverton was speaking an untruth when she said Mrs. Hull said that Mr. Hull was away and had been away for 18 months. I am satisfied that it is more likely than not that Mrs. Hull did in fact say or represent to the officer that Mr. Hull was absent and that she did not know when he would return. Mrs. Hull's decision to part with Mr. Hull's interest in the car in those circumstances is indefensible.

[19] There is no evidence that she was under any pressure to sell the car or was forced to do so. She did not communicate with Mr. Hull that she was minded to sell the car and there is no dispute that she was always aware of Mr. Hull's half interest in the vehicle, particularly since it was his primary mode of transportation when he was in Nevis. In those circumstances, Mrs. Hull cannot avoid her responsibility for pursuing and effecting a sale of a vehicle that Mr. Hull was legally interested in by arguing that the State should have stopped her.

[20] On the other hand, the State cannot absolve itself of liability by simply returning serve to Mrs. Hull. Sgt Chiverton's admission that she assumed that Mrs. Hull had Mr. Hull's permission is problematic. The law mandates that the authorities should be satisfied that the absent party has agreed to the transaction. To do otherwise would sanction the ability of the State to ignore its own policies to the detriment of the party who those policies were designed to protect. The instant case is not analogous to the philosophical 'chicken or egg' dispute. Both Mrs. Hull and the State are equally at fault for the losses that Mr. Hull sustained as a result of the transfer of the car.

[21] Mr. Forde advanced several arguments in support of the State's position. Firstly, he argued that while Mr. Hull's ancillary claim on this aspect of the claim pleaded a case for dishonest assistance, there was no basis for finding that Sgt Chiverton had acted dishonestly in the (Ghosh¹ sense) or any sense for that matter. Mrs. Prentice Blackett for Mr. Hull was compelled to accept the force of Mr. Forde's arguments in this regard. Moreover, it was never put to Sgt Chiverton that she and Mrs. Hull were somehow acting in concert to sell the Yaris or that she had colluded with Mrs. Hull to sell the Yaris to Mr. Hutton to Mr. Hull's detriment. This aspect of Mr. Hull's claim for a finding that the State dishonestly assisted Mrs. Hull fails.

[22] Mr. Forde's second argument was that Mr. Hull's argument that Sgt Chiverton's actions amounted to an actionable breach of statutory duty was a non-starter. He prayed in aid the reasoning of the

¹ See Ghosh [1982] Q.B. 1053 and the subsequent disapproval of the Ghost test in Ivey v Gentian Casinos [2018] A.C. 391

Court of Appeal in Vanita Henry v The Superintendent of Public Works in support of his argument that breach of statutory duty did not apply.

[23] Mrs. Prentice Blackett argued that the Vanita Henry case was distinguishable. I agree. The Court of Appeal in Vanita Henry confirmed that there was a common law rule on non-feasance and that the continued existence of that rule in St Christopher and Nevis (never mind its abolition in the UK) meant that the State was not liable for Ms. Henry's injuries. This principle had no application to the instant case.

[24] The law on breach of statutory duty is clear. Breach of statutory duty is an independent tort that is recognized at common law and it fell to Mr. Hull to establish the following matters:

- (i) that the State breached a statutory obligation which was intended to confer private rights of action upon a class of persons of which he was one
- (ii) that he sustained an injury/damage of a kind against which the statute was intended to give protection and
- (iii) that the breach of statutory duty/obligation caused the injury or damage that he sustained.

[25] The issue of whether in each individual case a person can bring a private law claim for a breach of an obligation imposed by a statute is not capable of being defined by some universal rule of general application. The relevant standing order is made pursuant to or under the auspices of the Vehicles and Road Traffic Act. Those matters are all within the purview of the State. It is accepted that not every breach of every standing order or regulation or subsidiary legislation will trigger a common law claim for breach of statutory duty.

[26] All the same, in the present case, the breach of statutory duty interfered with Mr. Hull's right to his property and his rights to ownership and enjoyment of the Yaris. The Standing Order clearly intended to regulate how vehicle transfers should be processed and clearly mandated that the absent owner of a vehicle should signify their consent to the proposed transfer by a notarized letter.

[27] The words 'notarized' in the Standing Order suggest a further layer of legality and independence so that if the absent owner were to argue a plea of non est factum the State could look to the notary public who had signed that letter to explain and/or answer any such plea. In those circumstances, I am satisfied that Mr. Hull fell into the limited class of vehicle owners whose transfers were done in their absence and for whom the state required written notarized proof of their consent. Mr. Forde's frank and laudable concession that Sgt Chiverton should not have signed the transfer meant that the breach was proven.

[28] It follows that a breach of this specific statutory duty would lead to damage which the Standing Order was intended to protect against. In other words, the rationale for the Standing Order was designed

to protect members of the public from having transfers executed in their absence without their written consent being tendered. If such a transfer was effected without consent then that was likely to lead to an injury or damage of the exact kind that Mr. Hull sustained.

[29] There was no dispute that the breach of statutory duty caused the injury or damage that Mr. Hull sustained. The transfer could not have been effected without Sgt Chiverton's signature. Had she simply refused to sign the transfer then that would have been the end of the matter. The effect of signing the transfer meant that Mr. Hutton now owned the Yaris and that he was free to dispose of it (as he subsequently did) and deal with it as though it was his property (it now was). That transfer meant that Mr. Hull no longer had the Yaris and that led to the injury and damage he claimed to have sustained as a result.

[30] Moreover, as a matter of law [See Holtby v Birgham & Cowan (Hull) Ltd [2000] 3 All E.R. 421] the damages recoverable for breach of statutory duty can be apportioned between different tortfeasors. In simple terms, they are equally to blame, Mrs. Hull for selling without Mr. Hull's knowledge or consent and the State for effecting the sale without complying with their own procedures. To do otherwise would be impossible.

[31] The next step is determining what damages are payable to Mr. Hull for his loss and damage. What did Mr. Hull lose as a result of the sale of the car? As a first step, Mrs. Hull was a trustee for his half share of the sale price. According to her and Mr. Hutton, the purchase price was the sum of \$1,000.00. Mrs. Hull paid to Mr. Hull the sum of \$500 via check dated April 11, 2024.

[32] Secondly, Mr. Hull has argued that the car was worth much more than \$1,000.00. The following facts are not in dispute.

- (i) The Yaris was 20 years old having been manufactured by the Toyota motor company in the year 2004.
- (ii) Mrs. Hull had not driven the Yaris in the 18 or so months since Mr. Hull had been away

[33] Mr. Hull's evidence on the car was that before he travelled the car was in good shape. According to him the hole in the radiator was not a problem and that he had had the car examined by a Mr. Sarjoo in February 2022. Neither Mr. Sarjoo or any mechanic was called on Mr. Hull's behalf. Mr. Hull relied on Mr. Sarjoo's assessment that the Yaris was worth \$10,000 in February 2022 in support of his claim for damages. It was not explained why Mr. Hull's counsel did not seek to instruct another mechanic to confirm whether a Yaris such as the one examined by Mr. Sarjoo would have been worth \$10,000.00. This was a simple matter and would have been of considerable assistance to me in deciding these questions.

[34] Mr. Hutton was called as a witness by Mrs. Hull. He confirmed that the wires were cut, that the trunk could not open, that the tires were deflated and rusty and that the body of the Yaris was rusty (underneath) that the Yaris could not start and was penetrated with grass and filled with trash. Significantly, Mr. Hull's counsel did not challenge his evidence in this regard.

[35] I am satisfied that the Yaris sustained some deterioration as a result of it being left outside for 16 months or so and not being started. I am satisfied that this deterioration affected its value such that at the time of the transfer it was not worth the \$10,000 that Mr. Hull claimed that it was worth. On the other hand the fact that Mr. Hutton bought the Yaris for \$1,000 and sold it for \$1,500 suggests that its value was more than the \$1,000.00 paid by Mr. Hutton for it. I formed the distinct impression that Mr. Hutton parted with the Yaris once it became clear that there was a dispute about whether Mrs. Hull should have sold it to him (see paragraph 25 of Hutton witness summary). In those circumstances, Mr. Hutton was able to turn a small profit of \$500 on the sale but not the sort of profit that he had originally contemplated. For those reasons, I am satisfied that the Yaris was worth approximately \$2,500.00 at the time of its sale and that Mr. Hull is entitled to half of this price plus interest. The sum of \$2,500 is to be borne equally by Mrs. Hull and the State in the sum of \$1,250.00 less the \$500 that Mrs. Hull had already paid to Mr. Hull.

[36] The measure of damages in tort is to put Mr. Hull in the position he would have been had the tort not occurred. In this regard, Mr. Hull seeks damages for his loss of use of the Yaris. He has not put before this court any receipts or documents save for a single car rental agreement for April 21 to April 22, 2024 in the name of Vanessa Hull. When taxed Mr. Hull indicated that he would have spent around \$120-\$130 per day on travel expenses since the Yaris had been transferred to Mr. Hutton. To my mind, this was an astronomical sum² and was at odds with Mr. Hull's duty to mitigate his losses.

[37] More to the point, there was no documentary evidence of the monies spent by Mr. Hull as a result of the loss of the Yaris. Neither he nor his counsel sought any receipts from either the Ubers or the taxi drivers they paid for their rides and I am not satisfied that they spent the sums that Mr. Hull has alleged without more. The burden was on Mr. Hull to prove what he had spent so that these sums could be recovered as special damages. The issue of what he spent was the linchpin of his case for damages. In the absence of this evidence I could not simply pluck a figure from the air and award it as special damages.

[38] All the same, I am satisfied that Mr. Hull sustained some considerable inconvenience and loss of enjoyment as result of his inability to access the Yaris. He is an elderly man and it was no fault of his own that he could no longer enjoy the convenience of jumping into the Yaris and driving himself hither and thither. The case of Jarvis v Swan Tours [1973] Q.B. 233 confirms that damages are awardable for inconvenience and presumably loss of enjoyment. The award made in Jarvis v Swan Tours when converted to 2025 dollars amounts to US\$2,207.90 or \$5,934.82. Even making allowances for the difference in exchange rates and living conditions an award of damages for inconvenience or loss of enjoyment are often less than 5 figures. I see no reason to depart from that approach and I am satisfied that the sum of \$6,500.00 is eminently reasonable and should be equally apportioned between Mrs. Hull and the State.

² At that rate, Mr. Hull would have spent in excess of \$50,000 on transportation costs.

[39] Mr. Hull can be forgiven for feeling aggrieved at this state of affairs but it fell to his lawyer to marshal and present the evidence of what he had lost as a result of the sale of the Yaris. A single car rental receipt could not justify the substantial award of special damages that Mr. Hull no doubt felt entitled to. This was especially significant when Mr. Hull claimed to have spent over \$50,000 in Ubers and taxis but presented no banking or other financial information in support of his position.

[40] No issue of aggravated or exemplary damages arose for consideration. There was no basis for finding that the State had acted in an oppressive or high handed manner towards Mr. Hull so as to justify the exemplary damages contemplated by *Rookes v Barnard*. This argument fails.

[41] Aggravated damages was not warranted either. *Rookes v Barnard* is also authority for when an award of aggravated damages can be made. Mr. Hull was required to prove that the State and/or Mrs. Hull's conduct was exceptional, that is to say particularly offensive or accompanied by malevolence or spite. It was never even put to Mrs. Hull that she was acting spitefully when she sold the Yaris. It was never put to Mrs. Hull that her sale of the car was activated by spite, malevolence or 'bad mind' to use a Caribbean expression. This first limb was necessary if Mr. Hull was to have success on this issue.

[42] Secondly, while mental distress, injury to feelings, insult, indignity, humiliation, and a heightened sense of injury or grievance were sufficient to give rise to an award of aggravated damages, Mr. Hull was required to establish the first limb. Therefore even if Mr. Hull felt or experienced all of the foregoing an award of aggravated damages did not automatically follow. Aggravated damages is directed at the manner in which the tort was perpetrated. Mr. Hull could not point to any particular way in which the transfer was effected so as to trigger his entitlement to aggravated damages. Therefore this aspect fails

THE RENTALS

[43] In the course of his cross examination and in answer to a question from the bench, Mr. Hull accepted that he could be wrong about his primary allegation that Mrs. Hull had unlawfully converted the rental proceeds of the apartment(s) at their premises to her own use, to the detriment of himself and the girls. This was a startling admission to say the least. It begged the question of why launch a trial, with its potential consequences for destroying his family, on such a basis? Mr. Hull had no forensic accounting report which confirmed his suspicions. He simply felt that things were not 'right' and that he had asked his wife to account to him on the state of their finances since about 2016 and she had refused to do so.

[44] This was a curious stance, particularly since there was no dispute that Mr. Hull was the primary account holder on the accounts held by the Hulls and thus had access to the account information if

he had only bothered to seek it himself. The fact that he did not do so spoke volumes about the merits of his ancillary claim.

[45] He presented no evidence of what the irregularities were with the rentals and his daughter (Alyssa) confirmed that the property earned a profit once she started marketing the property on her WhatsApp/Instagram/Facebook etc. This answer was damning since it confirmed that a lack of proper marketing clearly stymied the property's earning potential. Quite why Mr. Hull would seek to blame Mrs. Hull and accuse her of being a thief was perplexing in these circumstances.

[46] There was no evidence that the Air BnB or Trip Advisor Rentals were any less than as represented in the documents tendered in evidence. There were no irregularities in the accounts of Mrs. Hull which were drawn to my attention at trial. There was no evidence that Mrs. Hull had a penchant for vices or habits which were beyond her means upon which she could fritter away the earnings. More to the point, Mr. Hull's own witness statement indicated at paragraph 27 that Mrs. Hull was poor at money management. It was a more than reasonable inference that the lapses in the mortgage payments complained of by Mr. Hull were not due to any misfeasance or ill will by his wife towards him. This inference undercut a significant plank of Mr. Hull's case and the evidence called on his behalf at trial was singularly unhelpful to his case on this issue.

[47] A considerable amount of trial time was dedicated to confirming what was patently clear. Mrs. Hull had spent money on the family and the children. Mr. Hull had access to the bank accounts at all times and could see exactly what was being spent. Mrs. Hull was an inefficient marketer of the rental property so that the property did not realize its true potential until Alyssa and Vanessa returned and successfully marketed it via social media platform. The monies earned from the rental property confirm that no profits were made so that Mr. Hull's claims for an order for profits must fail.

Costs

[48] The parties came to a consent position on Mrs. Hull's claim. That consent position was only arrived at on the first day of the trial. Mr. Hull's counterclaim proceeded to trial and was largely unsuccessful save that he was awarded damages for breach of statutory duty and for the inconvenience and loss of enjoyment of the Yaris there being no sufficient basis to award damages for loss of use.

[49] Rule 64.6 of the Civil Procedure Rules provides that the general rule is that the successful party is entitled to costs. In deciding who is liable to pay costs, the CPR requires me to consider the following:

(a) the conduct of the parties both before and during the proceedings, including whether a party unreasonably refused to participate in a form of alternative dispute resolution approved by the court;

(b) the manner in which a party has pursued –

- (i) a particular allegation;
 - (ii) a particular issue; or
 - (iii) the case;
- (c) whether a party has succeeded on particular issues, even if the party has not been successful in the whole of the proceedings;
- (d) whether it was reasonable for a party to –
- (i) pursue a particular allegation; and/or
 - (ii) raise a particular issue; and
- (e) whether the claimant gave reasonable notice of intention to issue a claim.

[50]Applying these matters I am satisfied that the State and Mrs. Hull should bear Mr. Hull's assessed costs of having success on the car issue. This issue need not have occupied as much time as it did at trial particularly in view of Mr. Hull's evidence on the value of the Yaris and his lack of evidence on his special damages flowing from the sale of the Yaris. Everyone agreed that the transfer of the Yaris should not have taken place. If that was the case, all that remained was a question as to compensation. Mr. Hull should have his assessed costs of persisting in and ultimately succeeding on this issue.

[51]On the other hand Mr. Hull should bear Mrs. Hull's assessed costs of defending Mr. Hull's case on the children and the rentals. Mr. Hull's own acceptance that the girls were not now in training was inimical to his case and should have been abandoned at the outset. It was clear that Alyssa and Vanessa were not engaged in training for a profession. It defied belief that Mr. Hull pursued this issue at trial. In similar vein Mr. Hull's own acceptance that he could be wrong about his primary assertion that his wife had converted the rental proceeds of the apartment should have put an end to his case on this issue. Mr. Hull, through his counsel was given ample opportunity to abandon this line of argument and declined to do so. That can only sound in an order for Mrs. Hull's assessed costs.

[52]An order for prescribed costs is the norm. Exceptionally, an order for assessed costs is appropriate where the reasonable estimate of the actual costs is hugely disproportionate to the likely amount of prescribed costs. See Bertrand v Rollin [2023] UKPC 34. Prescribed costs are for the purpose of bringing certainty and structure to costs so that litigants know in advance what their exposure is likely to be.

[53] In this case, it would be impossible to apply prescribed costs to this case since there is no value that can be attached to the children, the apartments or the car. The value of \$50,000 would be wholly disproportionate to the time and energy and effort devoted to the hearing of this matter. An order for assessed costs allows the parties to parse out such of their costs as are related to the issues at trial and have these costs assessed and determined.

Patrick Thompson Jr
Resident High Court Judge

BY THE COURT

REGISTRAR