

**IN THE SUPREME COURT OF GRENADA
AND THE WEST INDIES ASSOCIATED STATES
HIGH COURT OF JUSTICE
(MATRIMONIAL)**

GRENADA

CLAIM NO. GDAHMT2023/0144

BETWEEN:

MARIETTA MITCHELL

Petitioner

and

KEITH MITCHELL

Respondent

Before:

The Hon. Justice Raulston L. A Glasgow

High Court Judge

Appearances:

Mr. Deloni Edwards for the Petitioner

Ms. Kim George and Ms. Sheriba Lewis for the Respondent

2023: December 8

REASONS FOR RULING

Background

- [1] On 9th November 2023, the Respondent (Dr. Mitchell) filed a summons for a stay of the petition for divorce and summons for interim relief filed by the petitioner (Mrs. Mitchell) on 15th September, 2023, or in the alternative, leave to file a response to the affidavit filed by Mrs. Mitchell on 15th September, 2023. The summons filed by Dr. Mitchell came on for hearing before this court on 8th December 2023. On that date, after consideration of the evidence and the written and oral submissions made by both parties, I made an oral ruling and promised to provide written reasons for that ruling. The reasons are set out hereunder.
- [2] Dr. Mitchell is seventy-six (76) years old and the present leader of His Majesty's Opposition of the Government of Grenada. Mrs. Mitchell is seventy-three (73) years old and a retired businesswoman. The parties have been married for

almost forty-nine (49) years. Their marriage was solemnized on 22nd June 1974 in the state of New York in the United States of America.

- [3] It appears that the parties experienced difficulties and differences in their marriage culminating with Dr. Mitchell commencing divorce proceedings before the Supreme Court of New York County of Kings in the United States of America (New York Court) on 17th March 2023 (New York proceedings). Almost six (6) months after the filing of the New York proceedings, Mrs. Mitchell instituted divorce proceedings and requested interim relief before this court on 15th September 2023 (Grenada proceedings).
- [4] At the core of the dispute in these proceedings about the dissolution of the parties' marriage and whether the Grenada proceedings ought to be stayed is the issue of forum non conveniens. The parties have filed evidence and submissions on this point to assist this court in its determination of the issue, which I will summarize below.

Dr. Mitchell's Evidence

- [5] Dr. Mitchell deposed on 9th November 2023 that upon commencing the New York proceedings on 17th March 2023, he applied on even date for the New York Court to make determinations on all of the assets and liabilities owned by the parties in Grenada and in the state of New York. He alleges that Mrs. Mitchell acceded to the jurisdiction of the New York Court by filing an answer to the New York proceedings on 21st May 2023. Dr. Mitchell was then served with the Grenada proceedings on 17th October 2023.
- [6] On 18th October 2023, the day after the Grenada proceedings was served to Dr. Mitchell; the first hearing of the New York proceedings was conducted. Dr. Mitchell states that at that hearing, Mrs. Mitchell waived the issue of the New York Court's jurisdiction to deal with the divorce and the matrimonial assets as between the parties. The New York Court gave certain directions for the continuation of the New York proceedings, and the next hearing date of 21st November 2023 was fixed. Dr. Mitchell also provided this court with the filings by both parties in the New York Court and the transcript of the New York proceedings held on 18th October 2023.
- [7] He recounts that the parties were married in New York and that Mrs. Mitchell is currently a resident there. Further, the most substantial asset, a trust relating to an apartment owned by the parties, is governed by the laws of the state of New York, and that in the Grenada proceedings; Mrs. Mitchell recognized the pendency of the New York proceedings. Given Mrs. Mitchell's waiver on the

jurisdictional point in the New York Court, Dr. Mitchell requests that the Grenada proceedings be stayed, as the balance of fairness lies in the continuation of the New York proceedings, as an available and appropriate forum.

Mrs. Mitchell's Evidence

- [8] In opposition to Dr. Mitchell's request for a stay, Mrs. Mitchell filed evidence on 23rd November, 2023. She deposed that the parties previously resided in the state of New York up until Dr. Mitchell's emigration to Grenada in 1983, when he went into politics. Mrs. Mitchell and the parties' only son later immigrated to Grenada in 1985, in support of Dr. Mitchell's political aspirations. Much of Mrs. Mitchell's evidence references the parties' citizenship and residence in Grenada after 1985, Dr. Mitchell's time as the Prime Minister of Grenada from 1995 and Mrs. Mitchell's assistance with same, and the parties' matrimonial residence in Happy Hill, St. George.

- [9] Reference was also made in Mrs. Mitchell's evidence to the parties' efforts to obtain loans in Grenada to purchase several properties throughout Grenada. Mrs. Mitchell also admits that from 2009, she frequently travelled to the state of New York, but this travel was solely for the purpose of managing one of the parties' main matrimonial assets in the United States – an apartment building located in the state of New York which the parties obtained early into their marriage.

- [10] Mrs. Mitchell recounts that the marriage consortium began to break down, and the parties attempted to amicably resolve their matrimonial issues out of court. The amicability as between the parties dissolved when Dr. Mitchell lost the general elections in Grenada in 2022. It was after this defeat that Mrs. Mitchell indicates that Dr. Mitchell made several attempts to have her removed from their matrimonial residence in Happy Hill, St. George. Mrs. Mitchell also provided this court with an 'Owners Agreement' which is alleged to have set out the parties' agreement to submit themselves to the exclusive jurisdiction of the courts of Grenada for the resolution of any disputes about their matrimonial assets.

- [11] Mrs. Mitchell also provided this court with several correspondences as between her counsel and Dr. Mitchell's counsel, and documentation showing transfers of property as between the parties between 2019 and 2021. She states that divorce proceedings in New York are different to Grenada, as in New York, the dissolution of marriage and ancillary proceedings are determined contemporaneously. Based on the parties' residence and the documentation disclosed, Mrs. Mitchell argues that Grenada is the more appropriate forum for the determination of the parties' matrimonial issues. Lastly, she refutes the

assertion that she is a resident of New York or that she submitted herself to the jurisdiction of the New York Court. Her rejoinder is that she merely responded to the claim filed against her.

Mrs. Mitchell's Submissions

- [12] In written submissions filed on 23rd November 2023, counsel relied on three authorities including **Shilpika Sexena v Vishal Sexena et al**¹, highlighting that an order for a stay should only be made in sparing and exceptional circumstances. Counsel also relied on Wilkinson J's dicta in **Georgia Kouda v Dimitous Adamopoulos**², wherein she recounted Lord Goff's ruling in the locus classicus of **Spiliada Maritime Corporation v Casulex Ltd**³ on the burden of proof in requests for a stay of proceedings, and the court's considerations when the issue of forum non conveniens is raised, as to the suitability or appropriateness of the forum and the ability of the parties to receive justice in the other available forum.
- [13] In light of the case law referenced, Mrs. Mitchell invited me to consider –
- (1) the parties' domicile and residence in Grenada,
 - (2) the main matrimonial assets being properties in Grenada and the property in New York,
 - (3) the loans obtained in Grenada to purchase those matrimonial assets,
 - (4) the Ownership Agreement's jurisdictional clause, and
 - (5) that no trial date has been set in the New York proceedings as cogent reasons why the request for a stay should be refused. In this context, Mrs. Mitchell argues that the court cannot be satisfied that there was a more appropriate forum than Grenada for the hearing of the Petition.

Dr. Mitchell's Response to Mrs. Mitchell's Evidence

- [14] Dr. Mitchell filed a response to Mrs. Mitchell's evidence on the 1st of December 2023. He recounts the specific claims for relief that he requested in the New York proceedings and challenged Mrs. Mitchell's claim that she is a resident of Grenada. He says that he specifically requested that the New York Court

¹ NEWVHMT2014/0026

² SLUHMT2014/0043 at 52

³ [1986] 3 AER 843 at p. 854

assume jurisdiction over the properties in Grenada, and that the New York Court agreed to do so. He further highlights Mrs. Mitchell's withdrawal of her jurisdictional challenge as evidenced by the transcript, and that Mrs. Mitchell had not appealed the results of the New York proceedings on 18th October 2023.

[15] Dr. Mitchell indicates that Mrs. Mitchell continues to actively participate in the New York proceedings, and on the adjourned date of 21st November, 2023, the parties reached a Consent Order where the parties set timelines for disclosure and appraisals of the property in New York. This Consent Order was provided to this court. Dr. Mitchell further points out –

- (1) The fact that Mrs. Mitchell has complied with the orders of the New York Court,
- (2) the time and expense to be saved by continuing the proceedings in the New York Court as opposed to Grenada, and
- (3) an indication that he had spent a five-figure sum in legal fees in the New York proceedings.

[16] Dr. Mitchell spoke of the disadvantage of the concurrent proceedings in Grenada and New York, and the progressed stage of the New York proceedings. He also refutes Mrs. Mitchell's allegation that the parties agreed to submit themselves to the jurisdiction of the Grenada courts by virtue of the jurisdictional clause in the Owners Agreement. In this regard, he argues that the agreement never governed the marital rights of the parties, and that the document in totality is invalidity. Lastly, he indicates that –

- (1) Mrs. Mitchell would suffer no prejudice by the continuation of the New York proceedings, due to her residence and retaining of legal counsel in New York,
- (2) the New York proceedings will continue irrespective of the stay of the Grenada proceedings, and
- (3) the possibility of the recognition of the orders made by the New York Court in Grenada.

Dr. Mitchell's Submissions

[17] In written submissions filed on 1st December 2023, Dr. Mitchell's counsel referenced the statutory framework which empowers this court to grant a stay both inherently⁴ and by virtue of the matrimonial law in England which was received and incorporated into the laws of Grenada⁵. On the issue of forum non conveniens, the case of **Livingston Properties Equities Inc et al v JSC MCC**

⁴ Section 11 (1) West Indies Associated States Supreme Court Act, Cap. 336, Revised laws of Grenada 2010

⁵ Matrimonial Causes Act of 1973 UK; Section 5(6) Domicile and Matrimonial Proceedings Act (1973) UK; *Bradford Noel v First Caribbean International Bank (Barbados) Limited* GDAHCV2004/0109

Eurochem et al⁶ is presented to highlight the three stage inquiry which the court must conduct in determining whether to grant or refuse a stay. The pronouncement made by Lord Goff in **Spiliada Maritime Corporation v Casulex Ltd**⁷ on the basic principles of availability of another forum and appropriateness of that forum for the trial is also referenced. Lastly, reliance is placed on the pronouncement by Lord Diplock in **Rockware Glass v MacShannon**⁸ on the two conditions which the court must be satisfied before granting a stay.

- [18] Counsel then juxtaposed the evidence given by Dr. Mitchell and Mrs. Mitchell, and it was posited that Mrs. Mitchell had not satisfied this court why a stay should be refused by her evidence, as no special circumstances were put forward on the risk of injustice, while Dr. Mitchell had provided cogent evidence as to an available forum and the appropriateness of that forum. In closing, for the first time in these proceedings, Dr. Mitchell's submissions charge that Mrs. Mitchell ought to be estopped from bringing proceedings in Grenada which are concurrent to the New York proceedings, in reliance on the law against an unfair change of position.

Mrs. Nicole Neckles' evidence

- [19] For completeness, reference is made to the succinct evidence of a Nicole Neckles, Law Clerk in the office of Mrs. Mitchell's counsel filed on 7th December 2023. She deposed that Dr. Mitchell indicated in his filings in the New York Court that he only spent a four-figure sum on legal fees in the New York proceedings. A copy of Dr. Mitchell's filing in the New York court was attached to her evidence. There was no express indication in her evidence as to what this court was asked to understand or infer from her evidence.

Issues

- [20] Based on the foregoing, the main question to be answered is therefore whether the discretion to grant a stay of the Grenada proceedings should be exercised.

⁶ BVIHCMAP2016/0042-0046

⁷ [1986] 3 AER 843

⁸ [1978] AC 795

Law

- [21] The law on the grant of a stay of proceedings on the principle of *forum non conveniens* is well settled in the Eastern Caribbean and was most recently pronounced upon by Webster JA in **Tidbit Limited v The Federal Republic of Nigeria**⁹. In that case, Webster JA recounted –

“the principle of *forum non conveniens* gives the court a discretionary power to stay an action when it is satisfied that there is another court that is more appropriate to try the case. To determine the most appropriate forum for trying a case, the court must conduct a three stage inquiry. The first is whether there is another available forum, second, whether that forum is more appropriate than the local court. If there is an available forum that is more appropriate the third stage is whether there is a risk of injustice if the claim were to be prosecuted in the foreign forum.¹⁰”

Further, as summarized by Gordon JA in **IPOC International Growth Fund Limited v LV Finance Group Limited**¹¹, quoting from the case of **Spiliada**,

“The burden of proof is on the defendant who seeks the stay to persuade the court to exercise its discretion in favour of a stay. Once a defendant has discharged that burden, the burden shifts to the claimant to show any special circumstances by reason of which justice requires that the trial should nevertheless take place in this jurisdiction.¹²”

- [22] Factors which the court may take into account include but are not limited to the availability of witnesses¹³, where the action has the more real and substantial connection and the connecting factors of the parties which exist in relation to that forum¹⁴, the convenience or expense of the proceedings, whether there are any language barriers, and where the parties were resident and carried on business¹⁵. Once the court is satisfied as to the first and second limb of the test as stated in **Tidbit**, the stay is usually granted, unless compelling reasons are presented to show that serious injustice will ensue if the stay is indeed granted.

⁹ BVIHCMAP2021/0042

¹⁰ *Ibid* at 28

¹¹ BVIHCVAP2003/0020; BVIHCVAP2004/001 (delivered 22nd November 2004, unreported)

¹² *ibid* at 27

¹³ *Nilon Limited and others v Royal Westminster Investments SA* [2015] UKPC 2 at 14

¹⁴ *VTB Capital Plc v Nutritek International Corporation* [2013] UKSC 5

¹⁵ *WWRT Limited v Carosan Trading Limited et al* BVIHCMVAP2022/0002 at 62 -68

[23] Further, the desire of the courts to avoid concurrent proceedings in two jurisdictions is also well established. In **The Abidin Daver**¹⁶, the House of Lords upheld the trial judge's decision that the Turkish Court was a forum in which justice could be done at substantially less expense and inconvenience and held that, where a suit between the same parties on the same subject matter was already pending in a foreign court which was a natural and appropriate forum, the additional expense involved in bringing subsequent proceedings in England could only be justified by cogent evidence that there were personal or juridical advantages available to the plaintiffs only in England which it would be unjust to deprive them of.

Lord Brandon posited –

“mere balance of convenience cannot, of itself, be decisive in tilting the scales, but strong and a fortiori overwhelming, balance of convenience may easily, and in most cases probably will be so. Similarly, the mere advantage of multiplicity of suits involving serious consequences with regard to expense or other matters may well do so... In this connection it is right to point out that, if concurrent actions in respect of the same subject matter proceed together in two different countries, as seems likely if a stay is refused in the present case, one or other of two undesirable consequences may follow: first, there may be two conflicting judgments of the two courts concerned, or secondly, there may be an ugly rush to get one action decided ahead of the other, in order to create a situation of *res judicata* or issue estoppel in the latter.”¹⁷

Analysis

Jurisdiction of Court to grant stay of proceedings

[24] In considering the issue of whether the request for a stay ought to be granted or refused, there was no dispute as between the parties as to this court's jurisdiction to grant a stay of these proceedings, whether under its inherent jurisdiction or alternatively under the matrimonial law in Grenada.

Whether there is another available forum

¹⁶ [1984] AC 398 at 411

¹⁷ (n16) at 423

[25] It is clear to me that both parties accepted that there is another available forum – the New York Court. Thus, the first limb for this court's consideration was satisfied by both parties on their evidence.

Appropriateness of the other available forum

[26] On the second limb, I find that –

- (1) the New York proceedings were initiated first and the Grenada proceedings some six (6) months thereafter,
- (2) there have been at least two hearings before the New York Court,
- (3) orders for disclosure have been made by the New York Court and complied with by both parties, and
- (4) the New York Court's acceptance of jurisdiction over the matrimonial assets in both Grenada and New York, which posture the parties have seemingly accepted without demur¹⁸.
- (5) Upon perusal of the documents filed, it is also observed that Dr. Mitchell's claims for dissolution and ancillary relief touches and concerns all matrimonial assets as between the parties.

[27] While Mrs. Mitchell referenced the jurisdictional clause in the Owner's Agreement, I am not persuaded that the clause in question tied the parties' hands on the issue of appropriateness of forum. Upon review of the undated Owner's Agreement which appears to be executed by the parties on 18th August 2021, there is no mention in any of the recitals that the document is in furtherance of or related to any matrimonial arrangement or distribution as argued by Mrs. Mitchell. The third recital and the clauses therein are clear and speak expressly to the management of the New York property only. I find therefore that the governing law clause only relates to the resolution of disputes in relation to the management of the business only but goes no further¹⁹.

[28] Though this court was not provided with the final Order of the New York Court made on the 18th of October, 2023 by either party, the transcript of proceedings in the New York Court on the 18th of October, 2023 is clear. The transcript confirms that the learned judge in the New York Court was cognizant of everything to be considered by him, and in assuming jurisdiction over the parties, asked for confirmation of the number and location of the matrimonial assets. He also informed the parties on the way in which the matter would

¹⁸ Mrs. Mitchell initially objected but then withdrew her objection. See paragraph 30 below.

¹⁹ Brems Trustees Ltd v Upstream Downstream Simulation Services Inc and another [2004] EWHC 211 (Ch)

progress, asked the parties to agree to appraisers for the New York and Grenada properties, and informed the parties that an accounting of the rental income in New York would need to be done. The learned judge also notified the parties that it was likely that a receiver would be appointed for the properties pending the outcome of the action.

- [29] Further, I do not accept, even by Mrs. Mitchell's own evidence, that she is not resident or that she does not have some connection to the state of New York. Looking at the totality of evidence filed, I find that prior to her emigration to Grenada in 1985, Mrs. Mitchell would have lived in New York for some ten (10) years after her marriage to Dr. Mitchell. Even after her emigration to Grenada, since 2009, she has spent considerable time in New York managing the matrimonial property there. This leads to the conclusion that Mrs. Mitchell must have some serious connection to the state, albeit that this court accepts that this may not be or was not intended to be permanent. There was also no indication in Mrs. Mitchell's evidence on the inappropriateness of the New York proceedings on cogent or believable grounds. I am minded to agree with Dr. Mitchell and so find that the New York Court is the more appropriate forum for the trial of the matter in all of the circumstances.

Risk of injustice if stay of proceedings is granted

- [30] As to the third limb, the risk of injustice in the other available forum, in considering the merits of Mrs. Mitchell's argument, I observe that Mrs. Mitchell, in her initial Answer to the New York proceedings filed on 21st May 2023 denied that she resided in New York and further challenged the New York Court's jurisdiction on the point of forum non conveniens. She stated in her defence in the New York proceedings, as argued by her counsel before me in his oral submissions, that the Grenada court was the more convenient forum, and she also requested a declaratory order that Grenada is the proper forum for the divorce. It is noteworthy that at the time of this filing of the Answer by Mrs. Mitchell on 21st May 2023, there was no petition for divorce filed by her before this court.
- [31] By this action, it was evidently in Mrs. Mitchell's mind that there was another available forum. Further, at the hearing on 18th October 2023, the transcript indicates that Mrs. Mitchell had in fact withdrawn her jurisdictional challenge. Mrs. Mitchell provided no reasons for this deviation in her course of action on 18th October 2023, which differed from her position on 21st May, 2023 when her Answer to the New York proceedings were filed. There was also no indication from Mrs. Mitchell that the transcript of proceedings, which were provided in Dr. Mitchell's evidence, were untrue or materially differed from what actually

transpired on that date before the New York Court. Instructively, both parties were represented by legal counsel in the New York proceedings.

[32] There is no clear explanation as to why Mrs. Mitchell raised the jurisdictional challenge in the New York Court, petitioned this court some six months thereafter, and then withdrew her jurisdictional challenge in the New York Court, when there was an opportunity to deal with the issue before the New York Court from the inception. Indeed, there has been no indication or any cogent evidence from Mrs. Mitchell that –

(1) a stay of proceedings was impossible under the laws of New York;
(2) she attempted to obtain a stay of proceedings in the New York Court but was unable to so do; or
(3) she was unable to receive the declaratory order she initially sought when her Answer was filed in May 2023.

[33] In this context, the New York Court's transcript of proceedings revealed that the learned judge indicated that the Grenada proceedings were not before him for consideration at the hearing on 18th October 2023. This is despite the fact that the Grenada proceedings were filed in this court on 15th September 2023.

[34] There is equally no indication that an injunction or other relief, whether interim or final, as sought in the Grenada proceedings, cannot be granted by the New York Court in relation to the request by Dr. Mitchell that she vacate the Happy Hill property in Grenada. There was also no indication as to prejudice with respect to costs, conflict of laws, availability of witnesses, or reciprocal enforcement of an Order of the New York Court in Grenada.

[35] Upon my review of the documentary evidence filed, I perused the document entitled 'Verified Complaint with Notice of Automatic Orders'. No expert testimony was presented as to the legal effect of this document, or the orders recited therein. However, it appears to me that, on its face, the 'Verified Complaint with Notice of Automatic Orders' document seems to contemplate mandatory procedures during the pendency of divorce proceedings in the New York Court including restrictions on the parties' dealing with marital assets. It appears from that document that the parties are at liberty to apply to the New York Court for injunctive relief, among other orders.

[36] Significantly, Mrs. Mitchell did not offer any expert evidence on the procedural and substantive laws of New York in matrimonial matters, which may have assisted me in understanding any differences, material or otherwise, between those matters falling within the New York Court's jurisdiction and this court's jurisdiction, and any prejudicial effect, as is the usual course for opposers of an application for a stay. Learned counsel for Mrs. Mitchell in these proceedings

alluded in his oral and written submissions to certain differences in procedure as between the New York proceedings and the Grenada proceedings, but this material presented by counsel, though fairly argued, does not assist in establishing or exposing any risk injustice if I order that the stay of these proceedings is granted and that the parties seek relief in the already pending New Court claim.

[37] While I appreciate the submissions made by learned counsel for Mrs. Mitchell that the dissolution and ancillary proceedings in New York are dealt with concurrently, effectively keeping the parties married until the determination and division of assets, I cannot see how this will prejudice Mrs. Mitchell in any significant way. This is especially given that at this time, all she has asked this court to do is dissolve her marriage and grant interim relief in relation to one matrimonial asset. If the proceedings are continued in this court at this stage based on the documentation filed to date, the ancillary issues of the remaining matrimonial assets in Grenada and the New York property will remain even if a decree absolute is granted. Mrs. Mitchell will need to petition this court at some later date for ancillary relief with respect to those other properties.

[38] It appears from the evidence provided that the New York Court will treat with all issues at the same time, by virtue of which the parties will be divorced and the matrimonial assets divided, without necessitating further proceedings or applications, which will, in my view, benefit Mrs. Mitchell. Lastly, my assessment is that Ms. Neckles' evidence and the suggested inference to be drawn therefrom also does not assist Mrs. Mitchell in showing a serious risk of injustice, as it only infers some level of dishonesty as the amount of money spent by Dr. Mitchell in the New York proceedings.

[39] It therefore follows that, in all the circumstances, Mrs. Mitchell has failed to provide compelling evidence of what injustice, if any, she will suffer by the proceedings continuing in the state of New York, and why, as a result of such prejudice, the request for the stay of the Grenada proceedings should be refused.

Conclusion

[40] In all of the circumstances, I am persuaded by the arguments put forward by Dr. Mitchell in identifying the New York Court and its appropriateness at this juncture for the conduct of the matrimonial proceedings. I am left with no doubt in this position, taking into account that both parties have already submitted themselves to the jurisdiction of the New York Court. Further, the New York Court has already determined its availability and competence to treat with all

aspects of the divorce, being the dissolution and determination of assets and liabilities. As Mrs. Mitchell has only asked this court for dissolution and an interim order, these proceedings have not progressed in any material way since the filing of the petition for dissolution on 15th September 2023 in comparison to the advanced stage of disclosure and assessment of means being conducted by the New York Court.

[41] From the evidence provided by Mrs. Mitchell, I am not persuaded that the request for a stay should be refused due to a real risk of injustice.

[42] Accordingly, Dr. Mitchell is granted a stay of the proceedings in the Grenada proceedings to allow for the New York proceedings in the New York Court to run its natural course, with the hope that the parties are able to fully resolve their disputes in that forum.

IT IS HEREBY ORDERED THAT:-

1. The petition for dissolution of marriage and the summons for interim relief filed on the 15th September, 2023 are stayed until the determination or resolution of the matrimonial proceedings filed before the Supreme Court of the State of New York County of Kings or until further order of this court;
2. The petitioner shall pay the respondent's costs of the summons filed on 9th November 2023 in the sum of \$1, 200.00; and
3. The respondent shall have carriage of this Order.

Raulston L. A. Glasgow
High Court Judge

By the Court

Registrar