

**THE EASTERN CARIBBEAN SUPREME COURT
IN THE HIGH COURT OF JUSTICE**

SAINT LUCIA

CLAIM NO.: SLUHCV2017/0334

BETWEEN:

ESTHER ALEXANDER

Claimant

And

SUNROD PROPERTY INC.

Defendant

APPEARANCES:

Mr Winston Hinkson for the Claimant

Mr Mark Maragh and Ms Candace Fletcher for the Defendant

2021: May 31;
July 8 & 5 (written closing submissions, respectively);
2023: January 20.

JUDGMENT

Background

- [1] **PHILLIP, J:** On 19th May 2017, the claimant filed this claim against the defendant for special damages of \$635.00; general damages for pain and suffering loss of amenities and future earnings; and interest from the date of judgment until payment. The claimant alleges that she was about her work as a rigger at the Harbour Club Hotel construction site at Rodney Bay, Gros Islet, on 19th August 2015, when a heavy metal H-frame scaffolding fell onto the back of her leg, causing her severe injury. She was then 32 years, suffered a soft tissue injury, remained in constant pain and experienced swelling of the leg with a residual limp due to her injury. The claimant contends that her injury resulted from the defendant's negligence in failing to observe its duty of care to provide a safe working environment owed to her as an employee.

- [2] The defendant made no admission that, at the time of the incident, the claimant was in its employ by its agent or supervisor, Mr Carl Chance, on its construction project for the Harbour Club Hotel. The defendant admits the supervisor engaged the claimant as a rigger on the construction site, and on 19th August 2015, she sustained the injury while at the worksite. Still, the defendant denied any negligence and countered that the claimant was the author of her injuries by improperly laying the length of a metal scaffolding, which fell on her leg, and the injury was not severe.
- [3] Also, the defendant admitted that the supervisor took the claimant to the Gros Islet Polyclinic, where they x-rayed the injury. The claimant was administered Voltaren tablets for the pain and received seven days of sick leave. The claimant then attended the Victoria Hospital, where Dr C. Thereus, Senior House Officer and Dr Sam Leon, Consultant Orthopaedic Surgeon saw her. Still, the defendant made no admissions regarding the claimant's account of the contents of the doctors' medical reports attached to the statement of claim.
- [4] Before the trial started, the claimant's counsel indicated that the claimant did not file the trial bundle as she did not have the means to do so. The parties agreed that the following documents would constitute the trial bundle: the claim form and statement of claim filed on 19th May 2017; the defence filed on 28th August 2017; the reply filed on 24th October 2017; the claimant's and the defendant's list of documents filed, respectively, on 24th July 2019 and 15th February 2019; and the claimant's and the defendant's witness statements filed, respectively, on 19th March 2019 and 19th June 2019.
- [5] The defendant's counsel also requested to rely on documents exhibited to the claimant's affidavit filed on 19th June 2019, two pay slips from Prudy's, a letter dated 17th June 2016 from the defendant's managing director, Daniel Bucher, and the unsigned Settlement Agreement and Release. There was no objection by the claimant's counsel, who indicated that they intend to rely on the disclosed medical reports of Dr N. A. Dagbue dated 16th June 2016.
- [6] At the close of the claimant's case, the defendant's counsel opted not to call the defendant's witness. Still, he suggested to the court that the witness' statement should remain part of the record and be given whatever weight it deserved. The parties requested to file written closing submissions, and the court gave directions to that effect.

Issues

- [7] Following are the issues that arise from the parties' respective cases for determination by the court:
1. Was the defendant the claimant's employer at the time of the incident?
 2. Suppose the defendant was the claimant's employer. Did the defendant owe the claimant a duty of care to provide a safe working environment?
 3. Whether the defendant is liable for the injuries sustained by the claimant?

The Claimant's Employer

Claimant's Submissions

- [8] Counsel for the claimant at the outset concedes that the claimant was and is still unable to produce any employment contract with the defendant. Still, he argues she was indeed working at the defendant's property for its benefit. The defendant did not deny that the claimant worked on the site but asserted that it did not employ her. Consequently, her employment there cannot be disregarded for all purposes. To support this proposition, counsel relies on the dictum of the Honourable Mr Justice Saunders, President of the Caribbean Court of Justice in ***Mariette Warrington v Dominica Broadcasting Corporation***.¹ He stated:

[63] In *Shrewsbury v Telford Hospital NHS Trust*,²⁴ Mrs Justice Slade noted that the true nature of the employment arrangement where a contract is *ultra vires* the putative employer is "a difficult question". Indeed, there is not a great deal of case law on the point. The parties referred us to the case of *Eastbourne Borough Council v Foster*.²⁵

[64] In that case, a Council executive's contract was terminated for redundancy a year short of when the executive would have reached his 50th birthday and become eligible for an enhanced pension. In order to get him past his 50th birthday, the parties contrived to keep him in employment but the Council had no power to do so. When advised as to the *ultra vires* nature of the executive's "employment", the Council sought to reclaim amounts he had had been paid on the basis that his continued employment had been *ultra vires* and void. The Court of Appeal found that although the agreement was itself *ultra vires*, regard still had to be had to the realities of the situation. In the words of the court, at [32], "the conduct of the parties still exists in the real world and cannot be ignored for all purposes." Overruling the trial judge, the Court of Appeal found that the engagement during the relevant period was still one of employment."

¹ CCJ Appeal No. DMCV2018/001

Defendant's Submissions

- [9] The defendant's counsel, on the other hand, refers the court to section 2 of the Labour Act,² which defines employee and employer thus:

“**employee**” means a person who offers his or her services under a contract of employment, whether written, oral or implied, including a managerial employee, a dependent contractor, an apprentice, a part-time employee, a casual worker, a homemaker, a temporary worker, a seasonal employee and a person who is remunerated by commission where that person is not an independent contractor and where appropriate, a former employee”; and

“**employer**” means any person or undertaking, firm, corporation, company, public authority or body of persons who or which employs any person under a contract of employment or uses the services of a dependent contractor, commission agent or a contract worker; and the heirs, successors, agents and assigns of an employer, including any statutory person or body of persons”.

- [10] Counsel contends that despite the relevant legislative framework outlining who is an employer and employee, the court must assess whether an employer-and-employee relationship existed between the parties. The claimant has failed to produce a contract of employment evidencing an engagement with the defendant. They accepted that the absence of a written agreement does not bar the existence of any contractual obligation or an employer-and-employee relationship. Counsel for the defendant submitted that in the absence of a contract of employment, the relationship must be assessed using common law principles. In this regard, they referred the court to the test or principles espoused in ***Ready Mixed Concrete (South East) Ltd v Minister of Pensions and National Insurance***,³ per Mac Kenna, J. The case held (para 2):

“That a contract of service existed if (a) the servant agreed in consideration of a wage or other remuneration to provide his own work and skill in the performance of some service for his master, (b) the servant agreed expressly or impliedly that, in performance of the service he would be subject to the control of the other party sufficiently to make him the master, and (c) the other provisions of the contract were consistent with its being a contract of service (post, p. 515c-D); but that an obligation to do work subject to the other party's control was not invariably a sufficient condition of a contract of service, and if the provisions of the contract as a whole were inconsistent with the contract being a contract of service, it was some other kind of contract and the person doing the work was not a servant (post, p. 517A); that where express provision was not made for one party to have the right of control, the question where it resided was to be answered by implication (post, p. 516A); and that since

² Cap 16.04 of the Revised Laws of Saint Lucia 2013

³ [1968] 2 QB 497, 515; see also Halsbury's Laws of England/Employment (Volume 39 (2014), paras 1-353; Volume 40 (2014), paras 354-721; Volume 41 (2014), paras 722-1092; Volume 41A(2014), paras 1093-1532/1. Test at common law as to whether a person is an employee

the common law test of the power of control for determining whether the relationship of master and servant existed was not restricted to the: power of control over the manner of performing service but was wide enough to take account of investment and loss (post, p. 522F), in determining whether a business was carried on by a person for himself or for another it was relevant to consider who owned the assets or bore the financial risk (post, p. 520G-521A).”

[11] Further, counsel submitted that generally, the factors the court may take into consideration to ascertain the nature of the relationship include: the method of payment; any obligation to work only for that employer; stipulations as to hours; overtime, holidays etc.; arrangements for payment of income tax and national insurance contributions; how the parties may terminate the contract; whether the individual may delegate work; and who provides tools and equipment; and who, ultimately, bears the risk of loss and the chance of profit. In some cases, the nature of the work itself may be an essential consideration. However, in applying these relevant principles to this case, it is clear that no employer-and-employee relationship existed for the following reasons:

1. The defendant never entered into any contract of service either orally or in writing with the claimant. The claimant could not do so when asked to show proof of employment or any agreement evidencing the same during disclosure. All the claimant relied upon as proof of a relationship was an identification card, supposedly issued but not presented to the court. In any event, even if the defendant provided an identification card, it would not have been unusual for a project of that size. That exact card would have been issued to every person with permission to enter the site to ensure the safety, security and identification of all individuals with access.
2. Mr Chance, who supposedly retained the claimant, was neither an employee of the defendant nor an agent acting for the defendant. Instead, she was an employee of Prudy's Construction Services Ltd. (Prudy's), a subcontractor. At no time did the subcontractor or Mr Chace have the powers or duty to engage the claimant for the defendant.
3. There were no arrangements to pay income tax and national insurance contributions. All payments of taxes and statutory deductions were made on the claimant's behalf by her employer, Prudy's, a fact which she has admitted to under cross-examination.
4. The defendant gave no stipulations on the manner of work to be conducted, nor were any tools provided to the claimant.
5. There were no stipulations of the claimant's rate to be paid or any payment for overtime.

6. Further, the claimant indicated that the defendant was paying her medical bills. Regardless, these payments did not constitute any admission of guilt or acceptance of liability and were made solely as a goodwill gesture. Moreover, concerning the allegations of a settlement, the document shows the claimant was not identified as the defendant's employee but as Prudy's.

[12] Therefore, the claimant failed to show evidence to substantiate her claim of being an employee of the defendant. This inability arises from the uncontroverted evidence that no such relationship ever existed. Furthermore, Mr Chance, the individual purported to be an employee of the defendant, was never engaged by the company and is known to be an employee of a third party. On an assessment of all the evidence, there is simply no claim against the defendant. The claimant has improperly instituted this claim against a party with no contractual obligations or duty to her. Further, the evidence for the claimant is inadequate and insufficient material on which the court can make an informed decision regarding the nature and existence of any contractual arrangement between the defendant and her.

Discussion

[13] As both parties have submitted, resolving the dispute of the employer-and-employee relationship between the defendant and the claimant obliges the court to have regard to all the realities of the situation. Indeed, the critical question I am to determine is whether there is evidence on which I can find that the defendant employed the claimant.

[14] It is helpful to note that, as alluded to before (para [6]), the only evidence in the case is that of the claimant by her witness statement filed on 19th March 2019 and her responses in cross and re-examination at trial. I did not admit the claimant's amended witness statement filed on 24th July 2019 because it was not filed following CPR 29.11.⁴ Equally, the defendant, having opted not to call its witness, Michael Mathius, his witness statement is not evidence. It cannot be considered by the court and given whatever weight it deserves, as urged by counsel.⁵

⁴ See the Decision in Sabrina Daniela Maria Gualtieri (in her capacity as Administratrix for the Estate of the late Gherardo Maria Salvatore Gualtieri, also known as Gherardo Maria also known as Gherardo Gualtieri) and in her personal capacity v Emanuela Gualtieri (also known as Emmanuela Gualtieri) and Grand Hotel Easeful Resort Association Limited, SLUHCv2020/0142 (delivered 14th December 2021)

⁵ See CPR 29.8 (1)

[15] The claimant's evidence in her witness statement on this issue is that she was initially hired by Prudy's as a cleaner on the construction site of the defendant. The supervisor of the construction works, Mr Carl Chance, offered me a job to work with the riggers, which she accepted as the pay was more than that of a cleaner. When Mr Chance employed her, an employee of the defendant took my photograph, and she filled out a form that the defendant's employee retained and took to the office. The following day she was issued a card with her picture, which she used on the defendant's clocking machine to clock in and out. The defendant determined her rate of pay and how much she should be paid. However, her wages were sent to Prudy's, who in turn paid her on behalf of the defendant. She carried a card around her neck with her photograph, name, and the name of her employer, the defendant. The defendant paid my medical bills and Dr Dagbue for his x-ray and medical examination. Still, when the defendant received the letter from her lawyer indicating that they were liable for damages, they stopped paying her medical bills. They even made an offer of \$20,000.00 and no more. The defendant also sent a Settlement Agreement and Release to her lawyer for signature, but she refused the offer.

[16] In cross-examination, the claimant denied that Mr Chance was an employee of Prudy's but admitted that Prudy's was a subcontractor of the company constructing the hotel for the defendant. She was employed by Prudy's as a cleaner. The claimant identified the two payslips attached to her affidavit filed on 19th June 2019 and admitted that Prudy's gave them to her. They included NIC and PAYE deductions for 8th August 2015 [sic 8th November 2015] and 17th January 2016. Regarding the Settlement Agreement and Release, the claimant admitted that nobody signed it, not her or the defendant. She also admitted that the document recited that it was a gesture of goodwill, not an admission of any liability or wrongdoing. However, she indicated she did not know what 'goodwill' or 'liability' meant. Upon re-examination by her counsel, the claimant stated that she started working with Prudy's as a cleaner and, when she got injured, she worked as a rigger with the defendant. She remembered the defendant asking her or her lawyer for proof of employment with the defendant.

[17] Apart from suggesting to the claimant that Mr Chance was an employee of Prudy's, a subcontractor of the company constructing the hotel for the defendant, the defendant has not challenged the claimant's evidence on this issue. The defendant has not disputed that: (1) Mr Chance was the supervisor of the construction work; (2) the defendant issued the claimant a card she carried around

her neck with her photograph, name, and the name of her employer, the defendant; (3) she used on the defendant's clocking machine to clock in and out; (4) the defendant determined her rate of pay and how much she should be paid; (5) her wages were sent to Prudy's, to her on behalf of the defendant; or (6) the defendant paid her medical bills and Dr Dagbue for his x-ray and medical examination.

[18] Moreover, the defendant did not adduce any reasons or a different version of the events from the claimant to dispute that the defendant employed her. CPR 10.5 obliges a defendant to set out in their defence all the facts on which the defendant relies to deny the claim. The relevant provisions stipulate:

“(3) In the defence the defendant must say which (if any) allegations in the claim form or statement of claim –

(a) are admitted;

(b) are denied;

(c) are neither admitted nor denied, because the defendant does not know whether they are true; and

(d) the defendant wishes the claimant to prove.

(4) If the defendant denies any of the allegations in the claim form or statement of claim –

(a) the defendant must state the reasons for doing so; and

(b) if the defendant intends to prove a different version of events from that given by the claimant, the defendant's own version must be set out in the defence.

(5) If, in relation to any allegation in the claim form or statement of claim, the defendant does not –

(a) admit it; or

(b) deny it and put forward a different version of events,
the defendant must state the reasons for resisting the allegation.”

[19] A perusal of the defendant's defence indicates that it has not complied with the above-cited provision of CPR 10.5. It gave no reasons for its non-admissions, nor has it advanced a version of events different from that of the claimant. Consequently, the defendant's defence amounts to bare denials of the claimant's case, which is not permissible.⁶ Indeed, in ***M.I.5 Investigations Limited***

⁶ Sandra Ann-Marie George (Administratrix of the Estate of Karlos George) v Nigel Don-Juan Glasgow, SVGHCVP2013/0003 (delivered 5th May 2015)

v Centurion Protective Agency-Limited,⁷ the Trinidad and Tobago Court of Appeal considered the comparable provision of their CPR 10.5 and opined (per A. Mendonca, J.A.):

“7. In respect of each allegation in a claim form or statement of case therefore there must be an admission or a denial or a request for a claimant to prove the allegation. Where there is a denial it cannot be bare denial but it must be accompanied by the defendant's reasons for the denial. If the defendant wishes to prove a different version of events from that given by the claimant he must state his own version. I would think that where the defendant sets out a different version of events from that set out by the claimant that can be a sufficient denial for the purposes of 10.5(4)(a) without a specific statement of the reasons for denying the allegation. Where the defendant does not admit or deny an allegation or put forward a different version of events he must state his reasons for resisting the allegation (see 10.5(5)). The reasons must be sufficiently cogent to justify the incurring of costs and the expenditure of the Court's resources in having the allegation proved.

8.

9. The defence filed in this matter fell well short of what was required of the Appellant under Rule 10.5. It contained denials but there are no reasons for the denials or no statement of a different version of events that the Appellant wishes to prove. The denials were bare denials. The Appellant has clearly failed to comply with Rule 10.5(4).

10. Where a defence does not comply with Rule 10.5(4) and set out reasons for denying an allegation or a different version of events from which the reasons for denying the allegation will be evident, the Court is entitled to treat the allegation in the claim form or statement of case as undisputed or the defence as containing no reasonable defence to that allegation.” [underlined added]

[20] The defendant has not set out any reasons or given a different account of the circumstances of the claimant's employment as a rigger for denying the claimant's assertion that the defendant employed her. The suggestion that Mr Chance was an employee of Prudy's, a subcontractor of the company constructing the hotel for the defendant, was first raised in the cross-examination of the claimant. Further, the claimant meets the definition of an employee under the labour Act (not being an independent contractor). The defendant has not challenged the claimant's narrative about her engagement as a rigger, except in its written closing submissions (paras [11] and [12] above). Therefore, I find the claimant has established by her evidence on a balance of probability that Mr Chance engaged her to work with the riggers as the defendant's employee.

⁷ Republic of Trinidad and Tobago Civil Appeal No. 244 of 2008 (delivered 2nd December 2008)

Defendant's duty of care to the Claimant

[21] In her claim form, the claimant seeks to raise the second issue of the defendant's negligence in not providing a safe worksite environment. Her evidence is that on 19th August 2015, she went to pick up and carry a brace to support an H-frame scaffolding. A co-worker was waiting for the brace which she brought to him. After delivering the brace, returning to the spot where the other braces were, she heard one of the workers shout, "*Esther, Watch it*". She instantly felt a heavy blow at the back of my left leg. A number of the workers came to her support as she started to limp, suffered severe pain immediately, and could not walk on her own.

[22] Regrettably, counsel for the claimant did not assist the court in his closing submissions on this issue. He seemingly proceeded on the basis that once established that the defendant employed the claimant, it owed and breached its duty of care to provide a safe working environment for her.

Defendant's Submissions

[23] The defendant's counsel citing the dictum of Singleton, L.J. in *Latimer v A. E. C. Ltd.*,⁸ submitted an employer's duties could generally be classified as including providing: a competent staff; a reasonably safe place of work; reasonably safe plant, machinery, and materials; and a reasonably safe system of work. Based on the claim, the claimant has not provided any proof of employment or any particulars of the alleged breach of the defendant to provide a safe system of work and working environment. Ordinarily, the duty to provide a reasonably safe system of work includes the physical layout of the job; the setting of the stage, so to speak; the sequence in which they carry out the work; and, in proper cases, the provisions of warnings and notices, and the issue of special instructions.⁹

[24] Though by the common law, the employer must take reasonable care for the safety of their employees, this duty is not absolute. The exercise of due care and skill can discharge it. This is a matter to be determined by consideration of all the circumstances of the particular case. Further, what an employer should reasonably do to safeguard his employees' health and bodily integrity is a question of fact.

⁸ [1952] 1 All ER 1302

⁹ See *Speed v Thomas Swift & Co., Ltd.*, [1943] K. B. 557, 563-565, per Lord Greene M. R.

[25] In the case at bar, the claimant has alleged negligence without pleading the particulars of same. Ordinarily, in a negligence action, the claimant must stipulate in their pleadings what duty is owed, the facts from which the duty arises and how the breach of duty occurred. The claimant has failed to assert any breach of duty in her statement of claim or her witness statement. Counsel referred to the case of **Percival Stewart v Harlequin Properties (Caribbean) Limited et al.**¹⁰ and concluded that the claim, as framed, has failed to satisfy the requirements of a negligence action and is untenable. There are no pleadings of the facts on which the duty arises, how the breach occurred, and the failure by the employer to provide a safe system of work. The claimant has proffered no evidence to establish that the injury caused was reasonably foreseeable and has not proven that a sufficient relationship of proximity existed between herself and the defendant. In the circumstances, it cannot be said that it is just, fair or reasonable to impose a duty of care on the defendant.

Discussion

[26] Having found that the defendant employed the claimant, there can be no dispute that the defendant owed her a personal duty of care recognised at common law. What is in issue is whether the defendant breached this duty. An employer's common-law duty to an employee is to take reasonable care for the employee's safety by providing a competent workforce, adequate plant and equipment, a safe system of working, including effective supervision, and a safe place of work. The test for an employer's common law liability stated in the well-known case, **Stokes v Guest Keen and Nettleford (Bolt and Nuts) Ltd.**¹¹ by Swanwick, J. is applied in our courts thus:

"... the overall test is still the conduct of the reasonable and prudent employer, taking positive thought for the safety of his workers in the light of what he knows or ought to know; where there is a recognised and general practice which has been followed for a substantial period in similar circumstances without mishap, he is entitled to follow it, unless in the light of common sense or newer knowledge it is clearly bad; but, where there is developing knowledge, he must keep reasonably abreast of it and not be too slow to apply it; and where he has in fact greater than average knowledge of the risks, he may be thereby obliged to take more than the average or standard precautions. He must weigh up the risk in terms of the likelihood of injury occurring and the potential consequences if it does; and he must balance against this the probable effectiveness of the precautions that can be taken to meet it and the expense and inconvenience they involve. If he is found to have fallen below the standard to be properly expected of a reasonable and prudent employer in these respects, he is negligent."

¹⁰ HC VSVG2009/0343

¹¹ [1968] 1 WLR 1776 at 1783

[27] The claimant has not adduced evidence to satisfy me of the defendant's negligence in not providing a safe worksite environment. There is no evidence of the manner of operation of the worksite generally, particularly concerning erecting the scaffolding. The claimant has not indicated the adequate or appropriate standard the defendant was reasonably required to meet and what existed to determine a failure or breach to meet the requisite standard. There is no evidence before me to show the defendant had any knowledge or reasonable foresight that the accident might occur. Moreover, the claimant does say how or what caused the H-frame scaffolding to fall on her. Thus, it is not even a case where the court could draw certain inferences from the adduced evidence that the claimant's injury would not have happened but for the defendant's negligence.¹² Therefore, I agree with the submission of the defendant's counsel that in the absence of specific evidence of negligence, the claimant has failed to make out her case.

[28] Counsel for the claimant purported to argue in his closing submissions occupier's liability by referring to the statement of the law by Winderyer, J. in **Railways Commissioner (NSW) v Cardy**.¹³ For completeness, I would merely say that such a case was not pleaded by the claimant and appeared for the first time in the closing submission. Hence, the court is obliged to disregard it, for the law is settled¹⁴ that a claimant must comply with the CPR 2000 (as amended) in setting out their case. Simply including it as an issue in the pretrial memorandum or, worst yet, in their closing submissions cannot cure such an omission. Indeed, in **George Knowles v Elaine Knowles**¹⁵, Barrow, JA opined (para [13]) that even where the other side did not raise the issue,

"it cannot be a satisfactory situation that one case is 'pleaded' and the judgment is pronounced on a different case. The judgment shows the embarrassment that this situation caused. The Statement of Claim should either have been amended or, if it was too late to amend, the claimant should have been confined to the case contained in the Statement of Claim."

¹² See *Bennett v Chemical Construction (GB) Ltd.*, [1971] 3 ALLER 822

¹³ (1961), 104 CLR 274 (extracted from page 150 Cases and Commentary - Gilbert Kodilinye) Faculty of Law University of the West Indies - 1992 edition

¹⁴ *Gaston Browne v AG Antigua and Barbuda et al.*, Antigua and Barbuda HCVAP 2009/024 (delivered 13th August 2010)

¹⁵ *Antigua and Barbuda Civil Appeal No. 17 of 2005* (delivered 18th September 2006)

Conclusion

[29] The claimant failed to establish that the defendant breached their duty of care to her as an employee to maintain a safe work environment. Therefore, she cannot show that the defendant is liable for her injuries on the defendant's worksite on 19th August 2015. Accordingly, IT IS ORDERED THAT:

1. The claimant's claim for damages and interest is dismissed; and
2. The claimant shall pay the defendant prescribed costs of \$7,500.00.

Postscript

[30] Notwithstanding, the claimant failed in her claim against the defendant; there is no denying that she suffered injuries at the defendant's worksite on 19th August 2015 that purportedly left her with a permanent limp. For reasons not disclosed to the court, the claimant rejected a not altogether unreasonable offer of \$20,000.00 from the defendant and is now unfortunately left wanting. The defendant may wish to still consider an exgratia payment to the claimant even at this late stage. Still, I leave that for possible discussion between the parties.

**Justice Rohan A Phillip
High Court Judge**

By the Court



Dp. Registrar