

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

CLAIM NO.GDAHCV2013/0472

BETWEEN:

SONJA NOE

CLAIMANT

AND

[1] PRIMATI NOE

[2] PAPAYA INDUSTRIES LIMITED

DEFENDANTS

Appearances:

Mr. Anselm Clouden with him, Mrs. Sandina Date Osei-Gyau for the Claimant
Mrs. Celia Edwards QC with her, Mr. Deloni Edwards and Ms. Celene
Edwards for the Defendants

2020: December 16

2021: February 2

JUDGMENT

[1] **GLASGOW, J.:** This is a claim seeking equitable interest and possession, inter alia, in property situate at L'Anse Aux Epines in the parish of Saint George in the State of Grenada ("the property") which was filed by the claimant, Ms. Sonja Noe, on 23rd September 2013 against the defendants, Ms. Primati Noe and Papaya Industries Limited ("the company"). Sonja Noe seeks the following relief:

- (1) A declaration that the claimant has an equitable interest in and is the fee simple owner of a lot of land and the building thereon situate at L'Anse Aux Epines in the parish of Saint George in the State of Grenada;

- (2) A declaration that the defendants hold the property on constructive trust and/or resulting trust on behalf of the claimant and that they will be unjustly enriched if they are allowed to retain same;
- (3) An interim injunction until after final judgment in this action or further order of the court restraining and prohibiting the defendants whether by themselves, their servants and/or their agents from dealing with, transferring and/or disposing of any interest in the property or otherwise interfering with the property;
- (4) An order of possession of the property;
- (5) An order that the defendants do execute a Deed of Conveyance transferring their respective interest in the property to the claimant, the claimant having paid the purchase price for the said lot of land in full and the defendants having irrevocably promised to convey their interests in the property to the claimant;
- (6) In default of paragraph 5 above, that the Registrar of the Supreme Court do execute the aforesaid Deed in favour of the claimant in pursuance of paragraphs 1 and 4 above;
- (7) Alternatively, that the defendants return to the claimant the sum of Three Hundred and Eighty Thousand United States Dollars (US\$380,000.00) representing the purchase price of the claimant's property;
- (8) Interest at the rate of 6% per annum or at such a rate and for such a period as the court deems fit;
- (9) Such further and other relief as to this honourable court shall appear;
- (10) Costs.

Background

- [2] Ms. Sonja Noe and Ms. Primati Noe are sisters. Sonja ordinarily resides in Germany and Primati ordinarily resides in Grenada. Primati is a director and secretary of the second defendant which is a limited liability company with its registered office situate at L'Anse Aux Epines in the parish of Saint George ("the company").

- [3] The statement of claim asserts that on 5th February 2009, Sonja transferred the sum of three hundred and eighty thousand United States Dollars (US\$380,000.00) ("the purchase monies") to the Law Office of G.E.D Clyne. Sonja claims that the sum was used to purchase the property.
- [4] By virtue of an Indenture of Conveyance dated 10th March 2009 between Oscar Investments Inc. and the company recorded in the Deeds and Land Registry of Grenada in Liber 35-2009 at page 986, the company became seised of the property at L'Anse Aux Epines in the parish of Saint George.

Sonja Noe's evidence

- [5] On the 26th June 2015, Sonja Noe filed her witness statement in which she states that she resides at Walldorf Gundhofstrasse 2164546 Morfelden-Walldorf, Germany and at the time of her statement was sixty years of age. Sonja explains that she began visiting Grenada in 1982 and returned every year thereafter in preparation for retirement. Presently she is a self-employed as a business woman in Germany.
- [6] Sometime in the year 2008 she began searching for property in Grenada to purchase as her retirement home. A property became available for sale through her real estate agents, Grenada Property Management Limited. The property with building thereon is situate at Lance Aux Epines in the parish of Saint George and contains Three Roods and was listed for the purchase price \$1,032,422.00.
- [7] Sonja states that since she resided outside of Grenada at that time, she authorised her sister, Primati to be her agent and trustee to close this transaction. Further, Ms. Noe pleads that Primati Noe was to be her agent and trustee for the property until she completed her application for an alien landing holding licence in order to hold the property in her name.
- [8] On 5th February 2009 Sonja instructed her bank, Republic Bank Limited, Trinidad branch, to transfer the sum of US\$ 380,000.00 to the Law Office of

George E.D. Clyne, Old Fort, St. George's, Grenada, for the completion of the said transaction. Further, Sonja instructed her bank in Grenada, RBTT Bank Limited, to debit her account no. 7669161 and issue a bank draft to Primati in the sum of US\$4,241.80 on 8th March 2009 and the sum of US\$11,819.38. She states that these monies were to cover a portion of the purchase price, stamp duty and solicitor's fees.

- [9] Sonja Noe's evidence is that Primati instructed the Vendor, Oscar Investments Ltd., to convey the property to the company without her knowledge and consent. Further, she avers that she did not give Primati the authority to purchase the property in the company's name. She states that Primati always acknowledged her to be the owner of the property and gave her an undertaking that she would transfer the property to her whenever her application for the alien land holding licence was completed.
- [10] Sonja further explains that prior to the filing of the claim, she communicated with Primati to transfer the property, but she became evasive and avoided her. Sonja states that she engaged counsel in Grenada and in the Republic of Trinidad and Tobago to have the defendants execute a conveyance to transfer the property to her, but those contacts were ignored.

Defendants' evidence

Witness statement of Primati Noe

- [11] Ms. Primati Noe, filed a witness statement on 9th October 2015. Primati states that at the material time she lived in Argentina. She states that she and Sonja married brothers who have extensive business interests in Germany. Further, she states that her former husband was George Bernard Noe and Sonja was the godmother of her son, Jean Milian Noe.
- [12] Primati explains that her husband was distressed when Sonja's husband unexpectedly passed away. Her husband therefore decided to take out a life insurance policy on his life in the event that he suffered a similar fate like his

brother. She states that the insurance policy on his life would be to protect their son, Jean Milian, who was two years old at the time.

- [13] Primati pleads that while she was in Grenada for business there, her former husband took out a policy in the sum of DM 1,200,000.00 (deutschmarks) which is equivalent to USD\$700,000.00 at the time and placed Sonja as the beneficiary. On the 19th October 1997, her former husband suddenly died. She avers that Sonja received DM 1,200,000.00 on 27th October 1997 under the life insurance policy. Sonja then sent the money to Trinidad and thereafter to the Cayman Islands on the promise that when her son attained 18 years of age he would receive the money.
- [14] In relation to the property, Primati explains that the opportunity came up to invest and therefore she and Sonja began discussion towards its purchase. She states that after the discussion, they decided to purchase the property and turn it around to make a profit and to reinvest. Her evidence is that it was she who sourced the property in Grenada and made arrangements to purchase it in the name of the company for the benefit of her son until he became an adult.
- [15] Primati avers that Sonja sent the money to her lawyers in Grenada and they purchased the property using the proceeds from her former husband's insurance policy. She states that she invested over \$100,000.00 to renovate the property because it was not selling as fast as it should. When her son became 18, she added him as a director of the company and it was then that she realised Sonja did not intend to honour the promise that she made to pay the money to her son.
- [16] Primati states that Sonja returned to Grenada to demand that she transfer the property. Primati repeats the charge that Sonja held those monies from her husband's insurance policy and that the monies were intended for her son. Lastly, she maintains that her son is entitled to beneficial ownership in the property, since she has been paying all the outgoings, including the gardener, electricity, water, and taxes.

Witness statement of Indra Sammy

- [17] On 9th October 2015, Ms. Indra Sammy, the sister of Sonja and Primati filed a witness statement on behalf of Primati. In that witness statement Ms. Sammy states that she was present on 27th October 1997 when the insurance agent came to discuss with Sonja the insurance policy on the life of Georg Noe.
- [18] Ms. Sammy states that Sonja told her that George had made her promise that when Jean Milian reaches the age of 18 she will pay the money to him as part of his inheritance. She states that Sonja collected over DM 1,900,000.00 on the policy, but to this day has not deliver same to Jean Milian.

Closing submissions on behalf of Sonja

- [19] On 8th January 2021, counsel for Sonja Noe, Mr. Anselm Clouden filed closing submissions. Mr. Clouden summarised and repeated the procedural history and pleadings. Mr. Clouden then highlighted the following evidence led at the trial of the claim, including cross-examination of Primati:
- (1) In Sonja's witness statement she stated that she began searching for property in Grenada in 2008. Counsel notes that Sonja stated in cross-examination that she learned of an available property from Pearl Forrester and began further discussions with her. Sonja expressly stated in cross-examination that the deal to purchase the subject pretty was between herself and Pearl Forrester and that Primati was only supposed to act on her behalf.
 - (2) In relation to the purchase price of the property, counsel asked Primati ***"where did the money come from to purchase the house at L'Anse Aux Epines?"*** Primati replied ***"the money came from Sonja Noe account."*** Counsel asked Primati whether there was an arrangement for her to purchase the property for Sonja's benefit. Primati stated ***"it was just supposed to be on the company's name...just to have everything swiftly done because she doesn't***

have any residence or citizenship in Grenada, so it was wise at the time she said to buy it on the company name".

- (3) Counsel submits that in cross-examination by Mrs. Celia Edwards QC, Sonja revealed that similar arrangement "*she said to me I am putting the land on my name because you would not get a licence...the government has changed and I will give it to you in due time*". Further, Sonja admits to being one of the beneficiaries from the estate of George Noe and admits to receiving the proceeds of an insurance policy from the deceased estate. Sonja stated that the monies are with her in Germany and that the monies used to purchase the property were from her own monies.

Constructive trust

- [20] With respect to the law, counsel outlined the general principles of constructive trust and submits that there are three elements which are required to establish a constructive trust. Firstly, there must be some form of bargain which affects the conscience of the party who is eventually made liable as constructive trustee. Secondly, there must be a change in position as it relates to proof of detriment or sacrifice by the party who seeks to rely on the bargain and the change in position undertaken by this party must be imputable to the bargain. Counsel referred to the view of Lord Bridge in **Lloyds Bank PLC v Rosset**¹ where he opined that a much lower standard of proof applies in respect of 'detriment' or 'sacrifice' which underlies an express bargain trust. Once there is evidence of an agreed beneficial entitlement based on negotiation or discussion the claimant need show only, that he or she acted to their detriment or significantly altered their position in reliance on the agreement. Lastly, there is the element of equitable fraud where the character of the conveyance is set up for the purpose of defeating the beneficial interest guaranteed by the parties' bargain.

[21] Counsel submits that in cross-examination Primati Noe admits that the sisters agreed to the property being placed in the name of the company. Further, Primati acknowledged that Sonja provided the total purchase price for the property and demanded the return of the property upon her receiving the requisite licence to hold property in Grenada. The law is settled that the payment of money by a party towards the acquisition of the property will give the party paying an interest in the property commensurate with their contribution². Counsel's view is that the defendants hold the property on constructive trust for Sonja and that the defendants should not be allowed to derogate from their fiduciary duties and be unjustly enriched.

Source of funds

[22] On this issue, Mr. Clouden points out that both Sonja and Primati admit that the monies used to purchase the property came from Sonja's account. Sonja does not deny that she was the named beneficiary to an insurance policy in the name of the deceased, George Noe. Counsel observes that under cross-examination Primati admits that she previously retained a law firm in Germany to assist her in settling the estate of her deceased husband. Further, counsel points out that Primati admits that after her husband's death the German authorities paid "*all of the policies that automatically became inheritance to me and my minor child... and to whoever came up.*"

[23] Counsel spiritedly maintains that Sonja fell into the group of beneficiaries labelled by Primati in cross-examination as "*whoever came up*". Further, Counsel submits that monies received by Sonja from one of the policies of the deceased were paid through the due process of the estate practice and procedure in Germany. Counsel surmises that Primati is attempting to gain additional inheritance for her son and that any matter seeking to challenge the distribution of an estate for the deceased who died domicile in Germany is for a forum in Germany.

² Hussey v Palmer[1972] EWCA Civ 1

Trustee of the insurance funds

- [24] On this part of the claim, counsel notes that there is no documentary or other reliable evidence before the court that indicates or instructs that the deceased, George Noe, made or intended to make Sonja a trustee for his son on the insurance policy. In relation to the evidence of Indra Sammy and Michelle Huber, counsel submits that both witnesses were not present when the deceased executed the policy nor did he directly inform them that the insurance policy was being held by Sonja as a trustee. The witnesses state that Sonja confided in them that the deceased asked her to be trustee of the policy. This conversation, however, has been denied by Sonja. Moreover, there is evidence that the government of Germany appointed trustees in the estate of the deceased and did not appoint nor name Sonja as a trustee. Further, this court has no jurisdiction other than that of the location of the deceased's assets in which the appropriate result can be achieved. The above issues of law are concerned with the laws of Germany.

Closing submissions on behalf of Primati Noe

- [25] On 7th January 2021, closing submissions were filed on behalf of Primati Noe. Counsel for the defendants, Mr. Deloni Edwards summarised the defendants' factual assertions in relation to the deceased's insurance policy and how the proceeds of the said policy were to be utilized. Counsel asserts that:-

- (1) Sonja Noe received 1.1 million DM within nine days of the deceased's death and indicated to her sisters, Indra and Michelle that she was made the beneficiary of the policy so that in the event of deceased's death, his son would have provision. '
- (2) Sonja Noe has refused to give account for the monies paid under the policy, but notes that in October 1997, Sonja Noe's account in the Cayman Islands contained USD \$338,000.00 and that on 23rd January 1998, Sonja Noe opened a fixed deposit in the sum of USD \$36,000.00.

- (3) The monies in Sonja Noe's Cayman Islands account was used to purchase the property and therefore, counsel asserts that the money came from the proceeds of the deceased insurance policy which was for the benefit of his son.
- (4) It was Primati Noe who instructed the law firm to prepare the documents to purchase the property.
- (5) No reasonable person purchases property without giving instructions; making inquiries or ascertaining the whereabouts of the deed.
- (6) The deceased relied on and trusted Sonja Noe, who is his sister-in-law to make the insurance policy proceeds available to his son to secure his future provisions.

[26] Counsel submits that Sonja has not presented one document to prove that she paid the insurance funds to the government or that the funds from the Cayman Islands account came from her private funds. Counsel submits that Sonja is unable to do so because the purchase did not come from her private funds.

[27] In closing, Counsel asks the court to find that Sonja Noe did not issue instructions to purchase the property and that the funds which came from her account did not belong to her. Further, counsel invites the court to find that Sonja Noe did not visit the property or make inquiries of it until a demand was made to her in 2013 to hand over the funds to Primati Noe's son. Lastly, counsel submits that Sonja Noe is not entitled to the property and asks that the matter be dismissed with costs.

Discussion

[28] The central issue in this case is rather straightforward and it is this; where did the money come from to acquire the property held in the name of the company? Sonja Noe says that she paid the purchase price from her own

money and that the company holds the property on trust for her. Her sister, Primati Noe accepts that Sonja provided the purchase price but she asserts that the money did not belong to Sonja. Rather, Primati Noe's evidence regarding the source of funds is that her deceased husband took out an insurance policy to which he made Sonja its beneficiary. Primati contends that (1) notwithstanding the fact that Sonja is the named beneficiary of the insurance policy, the proceeds were intended for Primati's son, Jean Milian Noe; (2) Sonja did not forward the proceeds of the policy to Jean Milian but rather used the money to purchase the property; (3) the company therefore holds the property on trust for Jean Milian and not for Sonja.

[29] The resolution of this dispute then can only be achieved based on which sister has proven, on a balance of probabilities, that the funds used to buy the property either belonged to Sonja or to Jean Milian. I will discuss the case for both sides in turn and rule on which party has shown that the funds for the purchase belonged to them. It is only in determining this issue that the court can arrive at a conclusion in this case as to whether a resulting trust arises and in whose favour. The law on resulting trusts is settled. Halsbury's Laws of England: Trust and Powers at paragraph 139 states:

Nature of resulting trust

A resulting trust may arise solely by operation of law, as where, ***upon a purchase of land, one person provides the purchase money and the conveyance is taken in the name of another; there is then a presumption of a resulting trust in favour of the person providing the money***, unless from the relation between the two, or from other circumstances, it appears that a gift was intended. There is likewise a presumption of a resulting trust where there is a voluntary transfer of pure personalty into the name of another or into the joint names of the grantor and another, but probably not in the case of a voluntary conveyance of land. These two categories of purchase in the name of another and voluntary transfer into the name of another have been classified as 'presumed resulting trusts' because they

depend upon the presumed intention of the grantor.”³ (Bold emphasis mine)

Then at paragraph 139 it continues:

Effect of purchase in or transfer into another's name.

Where a person purchases property in the name of another or in the name of himself and another jointly, or gratuitously transfers property to another or himself and another jointly, then, as a rule, unless there is some further indication of an intention at the time to benefit the other person or some presumption of such an intention, the property is deemed in equity to be held on a resulting trust for the purchaser or transferor.⁴ (Bold emphasis mine)

Sonja Noe’s case – source of funds

Source of the purchase price of the property

- (1) In her statement of claim, Sonja Noe asserts that she instructed her personal banker to transfer the sum of \$380,000.00 USD representing the purchase price to the law office concluding the deal. She discloses a receipt evidencing a wire transfer of funds from a Cayman Islands bank account in her name to the Grenada Cooperative Bank Limited account in the name of the local law office conducting the purchase transaction. Sonja asserts that she accumulated these funds from her personal savings, investment returns and revenue from her businesses. During cross-examination she also explained that she deposited a portion of her and her son, Lucien Noe’s inheritance to her savings.
- (2) Sonja provided the court with a letter dated June 3, 2015 from Republic Bank (Cayman) Islands (the bank) which outlined that Sonja Noe and Indra Sammy commenced a banking relationship with the bank in

³ Halsbury’s Laws of England: Trust and Powers Vol 98 (2019) para. 131

⁴ Halsbury’s Laws of England: Trust and Powers Vol 98 (2019) para. 139

November 1995. Account #02L/08/14335 was opened on 25th November 1996 with an initial balance of USD 131246.44 from funds received in the name of Sonja Noe. Another certificate of deposit account totalling USD 36229.64 was opened on 23 January 1998 from an amount of DEM 65303.92 deposited by Sonja. Further sums were deposited plus interest brought the total up to USD338821.80 as at 16 June, 1998. By December 1998, the bank held sums totalling USD 342292.51 to Sonja Noe and Indra Sammy's name. Indra Sammy's name was removed in the year 2000. The account was held in Sonja Noe's name solely until June 22, 2004 when Sonja added her son Lucien Noe's name. The account was closed in February 2009 when the bank was instructed to transfer the purchase price to the law office and the balance to Sonja Noe personally.

- (3) Both sides focused on tax and inheritance documents received from the government of Germany. I will say that these statements do not carry the case very far. What is relevant is that that George Noe took out an insurance policy and named his sister in law, Sonja, as the beneficiary of its proceeds. It is also undisputed that Sonja did receive the post-tax deductions proceeds of the policy. What is contested is whether Sonja was meant to keep the proceeds of the insurance or remit them to her nephew Jean Milian and whether she used those monies intended for her nephew to purchase the property.

Primati Noe's evidence – source of funds

- [30] Primati Noe and the company present the following on the defence, witness statements and at trial as evidence that the purchase price were taken from the insurance proceeds and the insurance proceeds were held by Sonja Noe on trust for Jean Milian –

- (1) Within 9 days of Georg Noe's death, Sonja Noe was paid \$1.1 million DEM;

- (2) Sonja Noe admitted to her sisters that she was made a beneficiary on the insurance policy solely to hold the proceeds on behalf of Jean Milian;
- (3) Sonja has not said on the claim or at trial what became of the insurance monies;
- (4) In January 1998 Sonja opened a new account in the Cayman Islands with USD36,000.00. Funds were added thereto that amounted to USD 338,000.00 by June 1998. This was the same money used to buy the property.

[31] I must add that Primati has asked the court to draw certain other inferences to conclude that the purchase price came from the insurance money and that the money was meant for Jean Milian. These inferences include –

- (1) Sonja never contacted the lawyers who were transacting the purchase deal. Primati's evidence is that it was unreasonable for a purchaser to fail to speak once to the lawyers or to seek information from them about the deed;
- (2) It is only when Jean Milian turned 18 in 2013 and went to Germany to settle his inheritance that the ownership of the property became an issue. It was at that point that he asked his aunt, Sonja for the balance of his inheritance. She then claimed that the money and property belonged to her;
- (3) Sonja has not presented any evidence that she paid the insurance funds to the government of Germany or that the moneys in the Cayman account came from her private funds.

My views

[32] I have formed the view that Sonja Noe has made out a case for providing the funds to purchase the property and that the defendants have failed to prove their contrary contentions. As I have stated above, there can hardly be any demur or debate that the money to purchase the property came from an account in the name of Sonja Noe. She claims that these monies were hers and that they were derived from her personal savings, investments and returns

from her business. The defendants are correct in their assertions that she has not provided much by way of proof of the source of the income or monies that went into her savings. The defendants vigorously urge the court to conclude that much of the money in the account came from the proceeds of the insurance. Again, there is no direct evidence of this sort. The defendants ask the court to surmise that the timing of certain deposits align with the timing of the pay out of the proceeds of the insurance policy. This seems an attractive suggestion since, for one thing, Sonja has put no evidence before this court as to what became of the insurance money and seemed somewhat elusive in her response to the questions put to her at trial about this issue.

[33] Notwithstanding, even if I did use the approach suggested by the defendants and find that the purchase price was met with the proceeds of the insurance, I fear that the defendants have faltered in the other limb of this case. They were enjoined to go on to prove, on a balance of probabilities that the proceeds of the insurance were intended for the benefit of Jean Milian. This is since even if the purchase price came from the insurance money, what difference would it make if the monies belonged to Sonja? It is only if George Noe intended that the insurance proceeds were the benefit of Jean Milian that it could be said that the company holds the property on trust for him. The defendants have asked the court to conclude that the insurance proceeds were held on trust for Jean Milian because Sonja –

- (1) Told her sisters so at the time that an insurance agent visited her in Germany;
- (2) Intimated the same to Prmati;
- (3) Used proceeds from the insurance money to pay for the property;
- (4) Started to claim the property only after Jean Milian asked for his money.

[34] Much of the foregoing is a matter of strenuous disputation by both sides. What is striking to me nonetheless is the fact the deceased made a deliberate choice to take out an insurance policy and name his sister in law Sonja Noe as the beneficiary. There is no direct evidence that he intended that he intended anyone else to benefit from the proceeds. It is an uncontroverted fact that Mr.

Noe was a businessman who would not have been unfamiliar with or ignorant of the implications of this transaction. Therefore, there was nothing precluding him from setting up this policy in such a way to benefit his son, Jean Milian. Although this fact is not dispositive of the present dispute, it is somewhat illuminating that Primate Noe accepts in her evidence that Jean Milian did receive benefits from his father's estate. George Noe did not therefore leave his son Jean Milian entirely without inheritance when he took this insurance policy and named Sonja Noe as its beneficiary. I find that there is no evidence to show that Mr. Noe intended his son to benefit from this policy other than the acrimonious debate and verbal contestations among the warring parties. Accordingly, even if the monies to purchase the property came from the proceeds of the insurance, there is no evidence to show that the insurance money was not the property of Sonja Noe and that it belonged to Jean Milian. As such, I find that Sonja has prevailed on her claim that the purchase price for the property came from money belonging to her. The company therefore holds the property on trust for her. The defendants have failed in their efforts to prove that George Noe intended that the proceeds of the insurance policy belong to Jean Milian. Consequently, they have failed in their quest to show that the company holds the property on trust for Jean Milian.

Conclusion

[35] In light of the foregoing reasons, I order as follows:

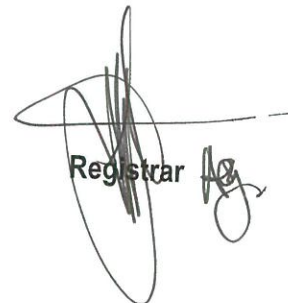
- (1) Sonja Noe's claim dated 23rd September 2013 is granted.
- (2) It is declared that she is the fee simple owner of a lot of land together with building thereon situate at L'Anse Aux Epines in the parish of Saint George in the State of Grenada containing by admeasurement Three Roods (3 Rds.) English Statute Measure and abutted and abounded as the same is delineated and described in the plan or diagram marked with the letter "M" and annexed to an Indenture of Conveyance dated Eleventh day of August One Thousand Nine Hundred and Sixty-nine made between Gordon Lester Brathwaite of

the One Part and Gerald Ivor Man Son Hing of the Other Part and recorded in the Deeds and Land Registry of Grenada in Liber M11 at page 239 ("the property").

- (3) Sonja Noe is entitled to vacant possession of the property.
- (4) The defendants shall execute a Deed of Conveyance conveying their respective title, shares or interests in the property to the claimant within 45 days of this judgment. In default, the Registrar of the Supreme Court shall execute a said Deed of Conveyance conveying title in like manner from the second defendant company to the claimant.
- (5) Sonja Noe is awarded costs on this claim in the sum of \$2,000.00.

Raulston L.A. Glasgow
High Court Judge

By the Court


Registrar

**Registrar Supreme
Court Grenada**

