THE EASTERN CARIBBEAN SUPREME COURT
SAINT VINCENT AND THE GRENADINES

IN THE HIGH COURT OF JUSTICE

SVGHCV2018/0197

BETWEEN:

JOELENE GRIFFITH
(Acting through her Attorney on record Elvis Edwards)

CLAIMANT

AND

SHERN GRIFFITH

DEFENDANT

Appearances:

Ms. Kensha Theobalds and Mr. Israel Bruce for the claimant.
Mr. Duane Daniel with him Mr. John Ahmed S. Coombs for the defendant.

2019: Dec. 5, 10 & 17
2020: Jan. 23

JUDGMENT

INTRODUCTION

[1] **Henry, J.:** Ms. Joelene Griffith lives in England where she is employed as a psychiatric nurse. Around March 2014 she commenced a romantic relationship with Mr. Shern Griffith who lives and works in Saint Vincent and the Grenadines. He is a mechanic but is knowledgeable about electrical principles and sometimes provides electrical services to clients. Mr. Griffith was involved in a vehicle accident in Saint Vincent in December 2014 while driving his motor vehicle. It got damaged and was repaired subsequently.

[2] Around mid-January 2015 Ms. Griffith bought a car, a Toyota Mark X sedan which she caused to be shipped from Japan to Saint Vincent. Mr. Griffith cleared it through Customs, had it insured, licensed and registered in his name, and has been driving it since then. The romantic dalliance between the couple came to an end during December 2015. Ms. Griffith asked Mr. Griffith to return the vehicle to her. He has refused. He claimed that Ms. Griffith bought it for him as a gift, after his car got damaged. She denied this and maintained that she bought it for her own use and allowed Mr. Griffith to register it in his name because it was convenient to do so. She brought this claim[1] to recover the vehicle or its value, special damages of $610.00, interest and costs.

[3] Mr. Griffith resisted the claim. He filed a counterclaim against Ms. Griffith[2]. He alleged that she employed him in December 2014, to carry out electrical work for that property at a cost of $36,956.00 and to serve as foreman to complete the construction of her house at New Grounds, Saint Vincent. He claimed that he carried out the work as agreed. He complained that Ms. Griffith failed to pay him. He alleged that she changed the lock on the property without his knowledge and refused to permit him to retrieve materials that he kept stored there, which were intended to be used for the electrical wiring of the house.

[4] He claimed special damages for breach of contract, damages for conversion, wrongful detention, interest and costs. Ms. Griffith refuted his claims and asserted that he was not employed by her as foreman or electrician. I have found that Mr. Griffith is liable to Ms. Griffith. His counterclaim is dismissed.

ISSUES

[5] The issues are whether:

1. Joelene Griffith or Shern Griffith owns the Toyota Mark X vehicle registration number P9237?
2. Joelene Griffith is liable to Shern Griffith for:

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[1] Filed on 12th December 2018.

[2] Filed on 4th March 2019.

a) breach of contract; or

b) detention or conversion of electrical materials?

3. To what remedies (if any) is Joelene Griffith or Shern Griffith entitled?

ANALYSIS

Issue 1 – Does Joelene Griffith or Shern Griffith own the Toyota Mark X vehicle registration number P9237?

[6] The trial spanned three days. Ms. Griffith participated through video link via Skype. She stated that even though she lives in England, she visits Saint Vincent at least once a year. In 2013 she recalled arriving towards the end of 2013, and leaving around the second week of January. She explained that this was the only time she was in the State in 2014. She recalled visiting sometime during the following year, but was not sure at what time of the year she arrived. It is common ground between the parties that she was also constructing a house in Saint Vincent between 2014 and 2015.

[7] Ms. Griffith indicated that she is the holder of a UK driver's licence and owns a car there. She testified that Mr. Griffith also owns a vehicle in which he has transported her in the past. She stated that it was damaged and off the road in 2014. She added that it was repaired and was back on the road before she left Saint Vincent at the end of her Christmas 2014 visit. Mr. Griffith accepted that at the time he 'was gifted' the car, he had his Toyota Marino in proper working condition and Ms. Griffith did not have a car in Saint Vincent.

[8] Ms. Griffith testified that she bought the 2006 Toyota Mark X for her sole benefit and use when she is in Saint Vincent and the Grenadines. She explained that this was to facilitate ease of travel whenever she visits because otherwise she is usually dependent on other people to take her around. She stated that she paid USD$5,761.00 for the vehicle and she produced a receipt evidencing payment. Mr. Griffith does not dispute that she bought the vehicle. I find that she did.

[9] Ms. Griffith testified that she and Mr. Griffith selected the vehicle that she bought. She stated that she sought his advice about what type of vehicle to get because whenever she is doing anything in Saint Vincent she seeks advice on how best to go about it. She explained that at the time she

believed that the best person to consult was Mr. Griffith. She claimed that they spoke about the cars used in Saint Vincent and that was how they decided on the Toyota Mark X.

[10] Ms. Griffith attested that she was out of the jurisdiction when she acquired the vehicle. She said that she was not aware of the procedure regarding clearing of vehicles through Customs and registration at the Inland Revenue Department. She indicated that she wanted to ensure that everything was expedient and to avoid delay she decided to ship the vehicle in Mr. Griffith's name. She asserted that this is the only reason why the vehicle was registered in his name and that she explained this to him before shipping it. She denied giving the car to him or having any conversations with him to the effect that it was a gift.

[11] Ms. Griffith stated that she sent monies to Mr. Griffith through Western Union Money Transfer and bank wire to be used for paying the customs duties associated with clearing the car. She testified further that she paid the purchase price and the customs duties relating to its import, in Jan. 2015. She explained that she wired the money for the customs duties in January 2015, by transferring those funds from her bank account at Royal Bank of Scotland to Shern Griffith's bank account at Scotia bank Saint Vincent. Mr. Griffith provided print outs form his bank record with Bank of Nova Scotia Saint Vincent which showed that she did send him monies to his account between February and March 2015. She said that he told her how much to send but could not recall the exact amount he quoted for the customs duties.

[12] Mr. Griffith denied that all costs associated with clearing the vehicle from customs were borne by Ms. Griffith. He insisted that she did not send him monies via wire transfer to clear the vehicle. He was also adamant that they did not have an agreement that the car was to be re-registered in the Ms. Griffith's name.

[13] Under cross-examination, Mr. Griffith acknowledged that Ms. Griffith sent him $15,000.00 between February and March 2015. He denied that those sums were used to clear the Toyota Mark X. He insisted that it was 'to do her property – her building'. He admitted that he withdrew $22,258.50 from his bank account at Bank of Nova Scotia on 10 April 2015 and at first denied that those monies were used to clear the vehicle. Immediately after, he accepted that the details of the bank's

transaction record[3] that he produced into evidence reflect that the sums withdrawn were defrayed by way of draft in the name of the Accountant General. Mr. Griffith then conceded that the draft was paid to the Account General to clear the car from customs.

[14] Ms. Griffith testified that when she visited Saint Vincent in mid-2015 she arranged for the vehicle to be transferred to her name, but Mr. Griffith was adamant that he was not giving it to her. She said that she had other persons going to him to tell him to return the car but he refused. Ms. Griffith explained that back then the relationship between them was not good but that he was still living at her house and he still had the car. She said that during the course of their relationship she used to send him money for his personal use and at one time even paid for an expensive dental procedure for him which cost $6,000.00.

[15] She acknowledged that she was still sending him money for his personal use in the first half of 2015 although things were not good. She said that she did this because she was giving him chances. She indicated that when their relationship ended in December 2015 she again demanded that he return her car and he did not say anything to her. She stated that in addition to having other persons speak to him about returning her the car, she caused a letter to be sent to him in 2018 by a lawyer seeking the return of the car.

[16] The letter was produced in evidence. It was dated July 27th 2018. Ms. Griffith accepted that this was more than 2 ½ years after their relationship ended, and that it was the first formal request that she made to him to return the vehicle. She denied that she demanded the vehicle back from him so long after their relationship ended because she was still upset with him.

[17] Under cross-examination she accepted that she believed that Mr. Griffith was having relationships with other women; and was taking them to her house. She admitted that she felt disrespected but denied being upset. She accepted that in December 2015, at the end of their relationship she asked him to leave her home and hand over the keys to the house; and also asked him to give her the vehicle, to which he replied that he owns the car and she does not know how he bought 'his car'.

[3] At pg. 161 of the trial bundle.

[18] Ms. Griffith acknowledged that Mr. Griffith always drove the car and that she has never driven it. She said that every time she wanted to, he would say he would drive, so she allowed him to do so. She also explained that she does not hold a local Vincentian driver's licence and does not know the procedure that would allow her to use her UK driver's licence for driving in Saint Vincent. She stated that she did not apply for or obtained a local permit to drive when she came to the State in 2015. She testified that at one point she was inquiring and Mr. Griffith told her not to worry, he would drive. Mr. Griffith acknowledged that during his relationship with Ms. Griffith, whenever she was in the State, he always drove her from point A to point B. He added that no one else drove her. He accepted that she did not take public transportation.

[19] Mr. Griffith remembered the details of the acquisition of the car differently. He testified that in December 2014 he damaged his motor vehicle (a 1999 Toyota Marino) and when he told Ms. Griffith about it she decided to buy the Toyota Mark X for him. Under cross-examination he stated that he still had his vehicle (Toyota Marino) in his possession when the Toyota Mark X was bought. He claimed that when she first volunteered to buy him a car, he told her 'no' but she kept insisting and he eventually reneged and accepted the offer. He said that he always viewed and accepted it as a gift.

[20] He explained that he chose the vehicle he wanted and indicated his choice to Ms. Griffith. He asserted that Ms. Griffith paid for the majority of the costs of importing the vehicle but did not cover the charges for clearing it from customs. He averred that the vehicle arrived in the State and was cleared in April 2015. He denied that Ms. Griffith sent him funds in January 2015 to clear the vehicle through customs.

[21] Mr. Griffith said that he paid $22,248.35 to clear the vehicle from customs. He acknowledged that Ms. Griffith sent him money in January 2015, but he maintained that this was for the purpose of purchasing materials for use in constructing her house. He testified further that he paid the customs duties and the charges associated with licensing and insuring the vehicle from his own resources. He produced copies of the receipts evidencing payment of insurance premiums, gate pass at the customs and customs duties.

[22] He said that he did not ask Ms. Griffith for money to pay the customs duties and that she did not

offer to pay those charges. He explained that he thought she had already given him enough so he undertook to and did cover the expenses associated with clearing the car from customs. He maintained that it was a gift to him. He insisted that at no time did Ms. Griffith suggest that her name was to be placed on the vehicle registration or that the car was to be used for her benefit while she is in the State.

[23] He claimed that she never wanted a car in Saint Vincent and to the best of his knowledge did not have a local driver's licence. He was adamant that until he received the lawyer's demand letter in July 2018, Ms. Griffith had made no demands for him to return the car to her. He said that he believed that she is now demanding the vehicle out of spite and because their relationship has ended.

[24] Ms. Griffith and Mr. Griffith have divergent accounts about who owns the Toyota Mark X and who paid the customs duties and related charges for clearing the vehicle through customs. There is no independent witness regarding those matters. A determination of those issues rests largely on credibility.

[25] Ms. Griffith was emotional at points in her testimony but was for the most part composed and forthright. Mr. Griffith was evasive at points in his testimony but was quite assertive in his responses. He proffered inconsistent testimony on material aspects of the case overall. On the matter of the car and customs duties, he admitted that he withdrew $22,258.50 from his bank account at Bank of Nova Scotia on 10th April 2015 but firmly denied that this was to pay the customs and other charges.

[26] Almost in his next breath, in response to a question under targeted cross-examination, his attention having been directed to the bank statements he had tendered into evidence[4], he admitted that the statements reflect that he purchased a draft in that sum payable to the Accountant General. He also accepted that the record showed that it was paid towards customs charges. He provided no explanation for the variance in his two answers. He admitted too that Ms. Griffith did wire monies the sums of EC$8,133.60, $2,038.50 and $5,286.32 (totaling $15,458.42) into that account

[4] With transactions for the period 28th November 2014 through 30th January 2015 (at page 165 of the trial bundle); and for the period 2nd February 2014 through 30th April 2015 (at page 161 of the trial bundle).

between February and March 2015. He acknowledged that she also was in the habit of sending money to him by money transmission facilities.

[27] Mr. Griffith tendered the receipts for the customs duties and the gate pass, both of which were issued in his name. He argued that since none of Ms. Griffith's witnesses were able to disprove by documentary evidence or otherwise that the monies used to pay for the clearance were sourced by him, it must be assumed that the cost was borne solely by him. He argued that the court should find that the legal and beneficial ownership of the vehicle vests in him.

[28] Ms. Griffith submitted that the court must bear in mind that Mr. Griffith admitted that his car was in proper working condition when the Toyota Mark X was bought and shipped to Saint Vincent. She contended that he would have had 2 vehicles at his disposal while she had none, even though she visited the State from time to time and would need to have the use of a vehicle move around. She asked the court to reject Mr. Griffiths' testimony in view of the inconsistency.

[29] Having observed the demeanour of the parties during the course of their testimony, I was not impressed with Mr. Griffith's cavalier attitude. I formed the impression that he was not being frank with the court on salient issues. One has already been highlighted. I am satisfied that he was not being truthful when he first answered that he did not apply the $22,258.50 withdrawal towards clearing the vehicle and immediately after, (after being shown the record) accepted that it was spent for that purpose. Even more concerning is that he compounded this by denying that the question was previously asked, mere minutes before. He has thereby contradicted himself on an important point and undermined his case.

[30] I have no hesitation in accepting Ms. Griffith's account and finding on a balance of probabilities that Mr. Griffith used the funds withdrawn from his Bank of Nova Scotia bank account on April 10th 2015 to pay customs duties and related fees. I draw the reasonable inference that Mr. Griffith's intention in giving a false answer was to conceal the source of the funds which were used to clear the vehicle. Inferentially, the logical rationale for such attempted obfuscation is to mislead the court about the underlying facts. I accept Ms. Griffith's testimony that she bought the car for her own use and benefit and only permitted Mr. Griffith to clear it through customs, register, insure, drive and keep it while she is out of the country. This is not unusual for romantic partners, depending on the nature of their commitment to each other. Ms. Griffith appeared form all the circumstances to have

placed tremendous trust in Mr. Griffith on several scores. I find that she never gave the car to Mr. Griffith. It belongs to her.

Issue 2 – Is Joelene Griffith liable to Shern Griffith for breach of contract; or detention or conversion of electrical materials?

Breach of contract

[31] Mr. Griffith testified that Ms. Griffith was constructing a house at New Grounds in Saint Vincent. He averred that she engaged him in 2014 to act as foreman for that project because she was frustrated by the length of time her previous contractor was taking to complete the construction. He claimed that she also hired him to do the electrical wiring of the house. He explained that he is an electrician by trade and is familiar with construction work as a result of his employment in Mustique. He said that Ms. Griffith trusted him to do the job efficiently. He asserted that he served as foreman throughout the entire construction of Ms. Griffith's house[5].

[32] Under cross-examination, he acknowledged that he does not work as a foreman in Mustique and has never worked as a foreman on any house. He also retracted his claims that he worked as foreman for Ms. Griffith. He admitted that he never worked as a foreman on Ms. Griffith's house. He insisted that no one acted as foreman. He was adamant that he was telling the truth. He provided no explanation for this change in his testimony. His witness James Baptiste, who was employed to run blocks and plaster walls at the construction site in New Grounds, testified that Elvis Edwards was the foreman on that project. Mr. Griffith denied this categorically. He insisted that Elvis Edwards did not work as a foreman on the property because he was in England in 2015.

[33] For her part, Ms. Griffith stated that she hired Elvis Edwards and not Mr. Griffith as her foreman. Her witness, Elvis Edwards indicated that he is currently employed as site foreman with Maelstrom Management Maintenance in Mustique. He supported Ms. Griffith's version on this issue. Ms. Griffith and her witnesses presented a consistent, coherent and credible narrative and I believe them. Mr. Griffith could not keep his story straight and was contradicted by Mr. Edwards, Ms. Griffith and his own witness Mr. Baptiste. I reject Mr. Griffith's assertions that he was hired as foreman. I find that he was not hired as foreman as he alleged.

[5] Paragraph 11 of his witness statement.

[34] Mr. Griffith testified further that he told Ms. Griffith that he would have to take time from his regular employment in Mustique or perform his obligations as foreman and electrician on mainland Saint Vincent, either on his off days or remotely. He averred in his written statement that he also told her that she would have to pay him and that she agreed. Under cross-examination, he asserted that he was hired as electrician and was not volunteering. He claimed that Ms. Griffith insisted on paying him. He recalled that she said to him that she does not want anyone to work on her property for free and she intended to pay everyone. He remembered that she said 'as to you Shern, I am going to pay you.' He said that he told her 'Jolene, it's going to be expensive' to which she replied, 'as long as you do my work, according to you, you are going to get paid.' He stated that she then told him 'no one works on my property for free. No one.'

[35] He claimed that he asked Ms. Griffith to consider permitting him to return the favour for her gift of the car, by allowing him to do the electrical work and she said 'Shern, No one works on my property for free.' He claimed the sum of $36,956.00 for his services and produced an invoice which he said he had presented to Ms. Griffith in respect of his electrical work.

[36] Ms. Griffith denied employing him to do any electrical work. She accepted that he might have voluntarily assisted from time to time with such. Elvis Edwards was asked about this and he stated that he observed Mr. Griffith doing electrical work on the property. He acknowledged though that he could not say definitively whether Mr. Griffith was hired, as an electrician.

[37] Mr. Griffith once again contradicted himself. He also introduced new assertions about offering to return a favour to Ms. Griffith. It cannot both be true that he insisted on being paid from the 'get go' and that his offer to provide the electrical services *gratis*. It is either one or the other. I do not believe him. He has failed to prove on a balance of probabilities that Ms. Griffith employed him to carry out electrical work on the premises and failed to pay him. His claim for special damages for breach of contract is dismissed.

<u>Conversion and Detention</u>

[38] Mr. Griffith alleged that he had keys to Ms. Griffith's house because of his role as her foreman. He asserted that when she ended their relationship in December 2015, he was locked out of the

premises. He said that he had stored his tools and materials including approximately one half roll of CAT5 cable; one half roll of TV cable and approximately 1,000 feet of main wire there. He testified that he was unable to retrieve those items because he was not permitted to re-enter the house to recover them and they were not returned to him. He claimed damages for their wrongful detention or conversion. He indicated that he asked Ms. Griffith on several occasions to return them and she has refused.

[39] He testified that he brought all the electrical 'stuff' that he used on the house from Mustique. He claimed that he bought them in Mustique and has all the receipts. He said however that the writing on the receipts has faded and he therefore did not provide any documentary proof that he bought materials to wire Ms. Griffith's house. He accepted that she sent money via Western Union for him to purchase materials for the construction of the building, but denied that she sent money to pay for electrical work as well, or for electrical materials.

[40] Ms. Griffith testified that for she paid for all of the electrical materials used in the construction of her house and the labour expended in getting it wired. She asserted that her aunt bought the electrical materials for such wiring on her behalf. She also denied that Mr. Griffith left any materials or tools belonging to him in her house. She explained that when their relationship ended she asked him to leave her house. She said that she had allowed him to live there because he told her that he had a disagreement with his mother with whom he lived previously.

[41] Her aunt Angela Griffith testified that she was charged with purchasing the materials for the house from the time construction started in 2014. She recalled receiving money from Ms. Griffith via Western Union, which she used to purchase construction materials including those required for the electrical wiring. She stated that Mr. Griffith was living at the house and that from time to time he assisted voluntarily with aspects of the electrical work. She claimed that she personally examined the house after he left and was able to determine that Mr. Griffith never left any materials at the property except for a boxer short and toothbrush.

[42] Mr. Griffith's evidence is that when he was living in the upstairs of the house, and that that section had electrical connection. His witness - Mr. Baptiste - said that he thought that Mr. Griffith owned

the house with his girlfriend, because when he went there to work Mr. Griffith was living there. He observed that where he was living upstairs. He noticed that the house had a door attached to it that could have been closed. He also claimed to have seen inside the living area on the upstairs portion of the house.

[43] Under cross-examination Mr. Griffith changed his earlier testimony yet again. He denied that he was living at Ms. Griffith's house. He stated:

> '**I was not living at the claimant's house**. I was working. I spent nights there because the workers' tools were there and I had to make sure that they were secure **because the doors and nothing were on**. Sometimes I showered there after work. Sometimes I slept there. The people's tools I had to secure them. Some of them are mine.' (bold added)

[44] A determination of whether Mr. Griffith purchased electrical materials which he left at the house and was unable to recover, turns on credibility. He has not provided any documentary or other corroborating testimony. The onus rests on him to establish his claim. His account is so riddled with inconsistencies that it is unreliable. He seemed unable to make up his mind whether he was living in the house or not. I believe that he was. I accept Joelene Griffith's and Angela Griffith's testimony that he lived there and also that Joelene Griffith was the one who financed the purchasing of the electrical materials for wiring her house. Mr. Griffiths' testimony is not credible. I therefore reject it. He has not established his claim in either conversion or detinue. His counterclaim is therefore dismissed.

Issue 3 – To what remedies is Joelene Griffith or Shern Griffith entitled?

<u>Remedies - Joelene Griffith</u>

[45] Ms. Griffith claimed special damages of $610.00. She led no evidence regarding this item of her claim. It is disallowed. She has established that she owns the Toyota Mark X vehicle. She seeks a declaration to this effect. Declaratory relief is discretionary. If the court after considering all the relevant circumstances including the parties' conduct and its effect, determines that it is just and equitable to provide declaratory relief, it may do so. The court is satisfied that it is just and equitable in all the circumstances to grant the declaration sought. Mr. Griffith has vehemently denied that Ms. Griffith has any interest in the vehicle. The evidence has overwhelming established

that she does. I and satisfied that it is just and equitable that a declaration ne made to this effect. It is therefore declared that Joelene Griffith is the sole legal and beneficial owner of the 2006 Toyota Mark X motor vehicle, registration number P9237.

[46] She is entitled to recover her vehicle from Mr. Shern Griffith or the value of it as at the date of her claim when it was most probably would have been in good working condition. I infer this from Mr. Griffith's defence and particularly the certificate of insurance for the period 4th April 2018 through 3rd April 2019 which he exhibited and by which the vehicle was stated to have an insured value of $32,000.00.

[47] Taking all of these circumstances into consideration I find that the documentary evidence and the absence of any assertions that the vehicle was in disrepair or otherwise not in good working condition, supports a finding that it was so functioning up until May 2019, and had a realizable value of at least $32,000.00. I so hold. This establishes that it was in good working condition at the date of filing of Mr. Griffith's witness statement on 30th May 2019. Otherwise, Mr. Griffith would realistically have been expected to so indicate. He did not. Mr. Griffith is accordingly ordered to deliver the referenced vehicle in proper working condition, with the keys to the legal practitioner on record for Joelene Griffith on or before January 24th 2020, and execute all necessary documentation to effect the transfer of registration within that period.

[48] If the vehicle is not in proper working condition Ms. Griffith is entitled to recover its estimated market value as at the date of her claim, based on an evaluation prepared by a qualified or certified professional, in accordance with established industry standards as to depreciation. Ms. Griffith would be required to obtain such valuation. If she elects this option, she must provide Mr. Griffith with a written and signed release and discharge from any further liability with respect to the value of the vehicle.

<u>Remedies - Shern Griffith</u>

[49] Mr. Griffith's counterclaim fails on all counts. He is not entitled to any of the reliefs claimed by him.

<u>Costs</u>

[50] The successful party in a claim usually recovers his or her costs, in accordance with the provisions of the Civil Procedure Rules 2000 ('CPR'). Ms. Griffith did not stipulate a specific sum as the

amount claimed, (other than in respect of the special damages item of $610.00. Her other prayers were for declarations and the market value of the vehicle, if it is found not to be in good working condition.

[51] CPR 65.5 (2) (b) provides that claims for unspecified sums attract prescribed costs based on a fixed value[6] of $50,000.00. This provision applies. The calculation of the costs depends on what stage of the proceedings the resolution was concluded. This matter went through a full trial. Ms. Griffith is therefore entitled to 100% of the allowed prescribed costs which is 15% of $50,000.00[7]. Mr. Griffith shall therefore pay Ms. Griffith prescribed costs of $7,500.00.

ORDER

[52] It is declared and ordered:

1. Judgment is entered for Joelene Griffith regarding ownership of the 2006 Toyota Mark X motor vehicle registration number P9237.

2. Joelene Griffith is the sole legal and beneficial owner of the 2006 Toyota Mark X motor vehicle, registration number P9237.

3. Transfer of ownership of the said vehicle in accordance with the applicable legal provisions is to be completed by the parties pursuant to this order and the procedures stipulated by law[8].

4. Shern Griffith shall on or before January 24th 2020 by 11.30 a.m., deliver the referenced vehicle with the keys, in proper working condition, to the legal practitioner on record for Joelene Griffith.

5. Shern Griffith shall on or before January 24th 2020, execute a transfer of registration of ownership in the prescribed form[8] and complete all other necessary documentation and requirements to effect transfer of registration to Joelene Griffith; and he shall do all things

[6] Of the claim.

[7] See CPR Part 65, Appendix C.

[8] Pursuant to section 10 of the Vehicles and Road Traffic Act, Cap. 483 of the Laws of Saint Vincent and the Grenadines, Revised Edition 2009.

necessary to facilitate such transfer and registration; including delivering the completed form(s) to Joelene Griffith's legal practitioner by 11.30 a.m. on Friday Jan. 24th 2020.

6. a) Joelene Griffith shall arrange for the referenced motor vehicle to be examined by a qualified motor mechanic on or before 24th January 2020 to ascertain whether it is in good working condition, reasonable wear and tear excepted; and in such case shall execute and deliver to Shern Griffith's legal practitioner a release and discharge from any further liability in respect of the value of the motor vehicle.

   b) In the event that a duly qualified or certified motor mechanic and/or vehicle inspector shall on or before January 28th 2020:

   (i) certify that the referenced motor vehicle is not in proper working condition; and

   (ii) prepare an estimate of the value, depreciated (from the insured value of April 4th 2018[9]) in accordance with industry standards; Joelene Griffith shall on or before January 31st 2020 deliver:

   (I) a certified copy or original of such certificate and estimate to Shern Griffith's legal practitioner and surrender the referenced motor vehicle to him;

   (II) the executed transfer form and other documentation prepared under paragraph 5 of this order to Shern Griffith's legal practitioner; and

   (III) to Shern Griffith's legal practitioner a demand for payment of the said assessed value of the referenced motor vehicle.

   c) If Joelene Griffith performs the stipulations contained in paragraph 6 b) of this order, Shern Griffith through his legal practitioner, shall accept delivery of the referenced vehicle from Joelene Griffith and pay to her on or before February 29th 2020, the value ascribed to the vehicle (pursuant to paragraph 6 b) (ii) of this order, with interest thereon at the rate of 6% per annum from the date of this judgment until full satisfaction[10].

7. Joelene Griffith's prayer for special damages of $610.00 is disallowed.

[9] Declared in the Certificate of Insurance referred to earlier.

[10] Pursuant to section 5 of the Interest Act.

8. Shern Griffith's claim for breach of contract and damages for conversion and detinue is dismissed.

9. Shern Griffith shall pay to Joelene Griffith, prescribed costs of $7,500.00 pursuant to CPR 65.5 (2) (b).

[53] I am grateful to counsel for their helpful written submissions.

Esco L. Henry
HIGH COURT JUDGE

By the Court

Registrar