

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

CLAIM NO: GDAHCV2007/O479

**IN THE MATTER OF AN INDENTURE OF CONVEYANCE MADE THE
21st DAY OF OCTOBER 1980 BETWEEN MT. GAY ESTATES LIMITED
AND EVERSLEY MARECHEAU AND RECORDED IN THE DEEDS AND
LAND REGISTRY OF GRENADA IN LIBER Y12 AT PAGE 769**

and

**IN THE MATTER OF AN INDENTURE OF MORTGAGE MADE THE 15th
DAY OF JUNE 1993 BETWEEN EVERSLEY MARECHEAU AND ST.GEORGE'S
COMMUNAL CO-OPERATIVE CREDIT UNION LIMITED AND RECORDED IN THE
DEEDS AND LAND REGISTRY OF GRENADA IN
LIBER 10-93 AT PAGE 470**

and

**IN THE MATTER OF AN INDENTURE OF RECONVEYANCE MADE THE 10th
DAY OF AUGUST 2000 BETWEEN THE COMMUNAL CO-OPERATIVE CREDIT UNION
LIMITED AND EVERSLEY MARECHEAU AND RECORDED IN THE DEEDS AND LAND
REGISTRY OF GRENADA IN
LIBER 21-2000 AT PAGE 978**

and

**IN THE MATTER OF AN APPLICATION FOR A DECLARATORY ORDER THAT THE
APPLICANTS ARE ENTITLED TO POSSESSION OF
CERTAIN TITLE DOCUMENTS**

and

**IN THE MATTER OF SECTION 11 OF THE WEST INDIES ASSOCIATED STATES
SUPREME COURT (GRENADA) ACT CHAPTER 336 OF
THE 1990 REVISED LAWS OF GRENADA**

BETWEEN:

**MONICA BLACK
DANA BLACK
CLAUDETTE BELMAR**

Claimants

and

EVERSLEY MARECHEAU

Defendant

Appearances:

Ms. Kim George and Ms. Afi Ventour for the Claimants
Ms. Denise Campbell for the Defendant

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2009: July 6, 24

2010: March 17
.....

JUDGMENT

[1] **Michel J.:** By fixed date claim form, together with an affidavit in support, filed on 24th October 2007, the Claimants claimed against the Defendant:

- (a) A declaration that the Claimants are entitled, as purchasers, to the property Described in the First Schedule to the claim form;
- (b) An order directing the Defendant, as vendor of the said property, to deliver the documents listed in the Second Schedule to the Claim Form, together with all other deeds and documents whatsoever relating solely to the property and which are in his possession or power as of the date of filing this claim, to the High Court so that the same may be delivered to the persons who are legally entitled to their possession;
- (c) Such further or other relief as to this Honourable Court seems fit;

(d) Costs.

- [2] Having filed an acknowledgement of service on 30th January 2008, the Defendant filed an affidavit in response on 11th February 2008 joining issue with the Claimants on their claim and asking the Court to dismiss the claim and to order that the Claimants deliver up possession of the property and forfeit their deposit, and that the Claimants' deed be cancelled or, alternatively, that the Claimants pay the balance of the purchase price to him forthwith, together with interest thereon at the prevailing bank rate of 11% from the 1st day of April 2006.
- [3] The matter was referred to mediation on 14th February 2008 and was mediated on 9th April 2008. The matter was not however resolved at mediation and was returned to the Court for its determination.
- [4] On 4th June 2008 Ms. Lisa Telesford, the Deputy Registrar of the High Court in Grenada, filed an affidavit in the matter, along with two exhibits, which affidavit was responded to by the Defendant by an affidavit filed on 6th November 2008.
- [5] On 28th January 2009 the Defendant filed a notice of application applying to the Court for an order pursuant to Rule 26.1 (2) (d) and (e) of the Eastern Caribbean Supreme Court Civil Procedure Rules 2000 that the following question or issue be tried separately as a preliminary issue, namely, whether the Claimants were authorized by the terms of the power of attorney dated 2nd May 2006, executed by the Defendant in favour of Francine David and Marvin Edwards, to pay the balance of the purchase price of the Defendant's house by cheques issued to the said Marvin Edwards. There was also an affidavit in support, a draft order and a certificate of exhibits, along with the exhibits, filed by the Defendant on 28th January aforesaid.

- [6] An affidavit in opposition to the Defendant's application was filed by the 2nd Named Claimant on 11th March 2009, together with a list of authorities and copies of the authorities listed.
- [7] There is no record on the Court's file as to how and when this interlocutory application was determined by the Court, but it would appear either that the application was not pursued or the Court declined the application, because the next proceeding in the matter was its case management on 5th May 2009.
- [8] By Order of 5th May 2009 the parties were ordered to make standard disclosure by 12th June 2009, to file and exchange witness statements by 18th June 2009 and (for the Claimants) to file the trial bundle by 26th June 2009, with the trial of the matter set for 6th July 2009.
- [9] Standard disclosure was made by the Defendant (early) on 21st May and by the Claimants (late) on 15th June. The witness statements were filed late - on 19th June on behalf of the Defendant and on 23rd June on behalf of the Claimants. The trial bundle was filed on time by the Claimants on 26th June and the trial of the matter did commence on the scheduled date of 6th July and was continued on 24th July.
- [10] At the trial, three witnesses were called on behalf of the Claimants and two on behalf of the Defendant.
- [11] The first witness was Ms. Monica Black. She stated (in her witness statement) that she is the 1st Named Claimant and the mother of the 2nd Named Claimant. That having seen the Defendant's property advertised in the newspapers, she went to see it and wanted to buy it. That when she visited the property, she met a young man with the Defendant, whom the Defendant introduced as Junior and said that Junior was his adopted son. That the Defendant agreed to sell his property at a price of \$120, 000. That she continued to go to the Defendant's

home and chat with him. That they became friendly and she continued to see him all the time. That there was also a woman in the house, who was called "Francine" and who was Junior's girlfriend. That the Defendant said that he did not have anything. That she went to the bank and got a cheque for \$20,000, but the Defendant said he wanted cash, so she got cash for him. That the Defendant called Junior and Francine to check the cash for him. That she got a receipt from the Defendant for the \$20,000. That the Defendant was anxious to complete the sale and, although she (the witness) was not ready to buy because she wanted to sell her own house first, she sold her house earlier than she had planned and lost six months' rent in order to pay the Defendant right away. That she told the Defendant that he should not go to the bank as yet and she would go with him, but she got a call from the bank in the course of which she was informed that there was a blind man there with a large cheque but they could not deal with him without a power of attorney. That the Defendant told her that he wanted money immediately. That she gave Junior a cheque for \$5,000 for the Defendant. That while the lawyer was doing the power of attorney, Junior came back again to ask for more money for the Defendant. That every time Junior came back she gave him money. That the lawyer went to the Defendant with a power of attorney and with the Deputy Registrar. That the Defendant signed the power of attorney. That the power of attorney was for Junior. That after Junior got the power of attorney she gave him (Junior) a cheque for \$75,000. That she subsequently made a decision to sell the property, for which purpose she needed the deed for the property. That she tried to get the deed from the Defendant's son, whom she was told had custody of it, but she never got it from him. That when later she heard that the Defendant now had custody of the deed, she and the 2nd Named Claimant sought to obtain it from him, but then he said that his lawyer told him not to give it up. That she only wants the Defendant to give her the title deed to the property which she has already paid for in full.

- [12] Under cross examination, Monica Black said that she paid the deposit of \$20,000 in June 2005. That she cannot remember when it was agreed that the balance

would be paid. That after giving the Defendant the \$20,000, he told her that he would wait until she is ready. That he did not give her any time to complete the purchase. That she sold her property in Belmont in order to raise the funds to pay the balance of the purchase price. That it was on 5th May 2006 that she sold her property at Belmont for \$280,000. That the Defendant signed a deed for her on 23rd May 2006. That she knows Marvin Edwards. That she first met him at the Defendant's home and he was always there when she went to the Defendant. That she does not remember when she finished paying the Defendant, but she remembers paying \$75,000. That she agrees that the cheque for \$75,000 was dated 15th May 2006. That the cheque was written to Marvin Edwards because he had the power of attorney for the Defendant. That she was the one who paid for the power of attorney and then she deducted from the purchase price the fees for the power of attorney and for the deed by the Defendant to her. That she paid several cheques to Marvin Edwards. That the authority to pay Marvin Edwards was the power of attorney. That the power of attorney does not concern her. That she wrote the cheques to the person the Defendant gave the power of attorney. That she does not care what was or was not on the power of attorney. That she never saw the power of attorney. That she accepts that the power of attorney was in favour of two people – Marvin Edwards and Francine David. That she does not know whether it was represented to the Defendant that he needed to agree to the signature of the deed dated 23rd May 2006 in order that he could be paid the balance of the purchase price. That after she paid the Defendant all of his money, she did not have any dealings with him until she required his deed to sell the property.

- [13] It is to be noted that this witness testified that she went to a lawyer after she had paid the large cheque and that she never had a lawyer before that. That when she told the lawyer that she had paid the Defendant, the lawyer told her that she should not have done so and that the payment should have been made through her (the lawyer). That she went to the lawyer after she had paid the full amount and the lawyer took it from there. That the lawyer told her that she should not

have been paying monies to Marvin Edwards, but she did so because he had the power of attorney.

- [14] The second witness was Ms. Dana Black. She stated (in her witness statement) that she is the 2nd Named Claimant and the daughter of the 1st Named Claimant. That she is the fee simple owner and entitled to possession, along with the other Claimants, of a lot of land measuring 5,350 square feet and situated at Mt. Gay in the Parish of St. George in the State of Grenada, which was purchased by them from the Defendant, as appears from an indenture of conveyance dated 23rd May 2006. That the said indenture was executed by the Defendant in the presence of Ms. Lisa Telesford, Deputy Registrar of the Supreme Court of Grenada, who read out the contents of the document to the Defendant and he indicated that he understood the nature of the document. That prior to the execution of the indenture, the Claimants paid the purchase price to Marvin Edwards, who was the holder of a power of attorney from the Defendant. That having paid the purchase price, the Claimants then instructed their lawyers to prepare the conveyance for execution, which was done and the conveyance was executed. That the Claimants have never been in possession of the prior deeds to the property. That the Claimants have contracted to sell the property, at which stage they realised that they did not have and required the original title deeds to the property. That having learnt this, she (Dana Black) approached the Defendant on 3rd October 2007 and explained the situation to him. That the Defendant was very cordial and understanding. That he originally told her that he did not want to hand over the deed because he did not get the balance of the purchase price. That she told him that it was paid to his attorney, as he had directed in the power of attorney, and this had nothing to do with the Claimants. That the Defendant accepted that this was so, after she had explained it. That the Defendant told her to come back on the following Friday, together with the 1st Named Claimant, and he would give them the documents. That she returned on the said Friday and the Defendant refused to hand the documents over. That the Defendant was then in the company of a Mr. Aban, who was clearly advising him and who claimed to have

spoken to a lawyer who said that the Defendant should not turn over the deeds. That to date the Claimants have not received the deeds from the Defendant and have, as a result, not been able to complete their contract to sell the property. That the Claimants do not presently occupy the subject property, since they had contracted to sell it on 16th February 2007. That prior to executing the contract to sell the property, they had commenced renovation of the building on it but did not continue due to a bad experience with a contractor. That they (the Claimants) decided to sell the property instead. That the house is presently not habitable.

- [15] Under cross examination, Dana Black said that she instructed Ms. Kim George to prepare the power of attorney. That she does not have the power of attorney or knows who has it. That she has seen it, but she never had it. That when she was referred to paragraph 6 of her witness statement where it is stated that she is in possession of the original power of attorney, she said that the statement contained in her witness statement is incorrect and that what she is saying in Court is correct. That she was not lying when she made the statement in her witness statement, maybe she just misunderstood when she was reading. That she cannot now recall when she saw the power of attorney, but she knows that she saw it. That the power of attorney was given by the Defendant to Marvin Edwards and Francine David, but she cannot say whether they had to act together. That her lawyer, Ms. Kim George, read the power of attorney to her. That she (Dana Black) got the impression that Marvin Edwards could act on his own because she asked her lawyer whether Marvin Edwards could receive cheques and she said "yes." That she got the impression that cheques could have been written to Marvin Edwards alone. That the power of attorney does not authorise the payment of cheques in the name of Marvin Edwards. That the power of attorney did not say that either of the two attorneys could act on his or her own. That the power of attorney was prepared because the Defendant got a cheque in his name for \$91,000 and, when he went to the bank with the cheque, an employee of the bank called the 1st Named Claimant to say that the Defendant was at the bank with a cheque signed by her, but the bank is unable to do any transaction with him

because he cannot see so they have asked him to give someone a power of attorney to do his transaction for him. That that is when she (Dana Black) got Ms. Kim George to do the power of attorney. That the deed (or indenture as it has alternatively been referred to) was executed on 23rd May 2006. That the cheque for \$75,000 was issued on 15th May 2006. That she does not know why the cheque was issued eight days before. That she knows that the \$75,000 was paid. That the Defendant told her that he did not receive the balance of the purchase price. That she told the Defendant that a cheque was issued to Marvin Edwards for the balance, which the Defendant said he did not receive at all. That she has no evidence that the Defendant received the balance of the purchase price. That as far as she knows, if the Claimants had not contracted to sell the property, the Defendant would still have been waiting for the balance of the purchase price. That the money was paid in the name of Marvin Edwards because she (Dana Black) got the impression that they were allowed to do all transactions in his name, including cheques. That the cheques were written to Marvin Edwards because the Defendant gave the power of attorney to him.

[16] In response to a question by the Court, Dana Black stated that her communication with Ms. Kim George about cheques being written in the name of Marvin Edwards was only afterwards, but not before the actual issue of the cheques.

[17] The third witness was Ms. Lisa Telesford. She stated (in her witness statement) that she is the Deputy Registrar of the Supreme Court of Grenada and has been since January 2002. That in the course of her duties as Deputy Registrar she has had cause to make several visits to the homes of persons with infirmities or disabilities in order to witness the person's signature being affixed to documents. That she is well aware of the rules and procedures which apply to such cases and follows them as a matter of course. That on 2nd May 2006 she attended the home of the Defendant to witness his execution of a power of attorney in favour of Francine David and Marvin Edwards. That on 23rd May 200[6] she again went to the home of the Defendant, this time to witness his execution of an indenture of

conveyance made between him and the Claimants. That she remembered expressly asking the Defendant if he had received the purchase price and he said that he had.

[18] Under cross examination, Ms. Telesford said that she was not aware that the Defendant had received a deposit of \$20,000 towards the purchase price of the property.

[19] In response to a question by the Court, Ms. Telesford said that now that she is aware that the Defendant had received a deposit on the purchase price, she concedes that it is possible that in putting to him the question as to whether he had received the purchase price he might have answered in the affirmative because, although he might not have received the final payment for the property, he had received a payment towards the purchase price.

[20] This concluded the case for the Claimants.

[21] The next witness in the case was the Defendant, Mr. Eversley Marecheau. He stated (in his witness statement) that he admits entering into an agreement to sell his house and land at Mt. Gay in the Parish of St. George for the 1st and 2nd Named Claimants for \$120,000. That a deposit of \$20,000 was paid in or around June 2005 by the 1st and 2nd Named Claimants, who promised to pay him the balance of the purchase price a few weeks after, although he does not remember the actual date. That later in the year 2005 the 2nd Named Claimant came to his home and told him that the lawyer wanted to know whether the property tax should be deducted from the balance of the purchase price and he agreed that it should be. That he does not know the 3rd Named Claimant and did not have any agreement with her. That the 1st and 2nd Named Claimants kept promising to pay the balance of the purchase price but did not pay it. That he cannot deny signing the deed in favour of the Claimants, but he certainly did not intend by this to acknowledge the receipt of the full purchase price. That he did not even realize

that the document in question was a deed for his property. That it had been represented to him by Marvin Edwards and Francine David that the document was needed for the 1st and 2nd Named Claimants to take to the Bank of Nova Scotia in order to lodge the balance of the purchase price in an account in his (the Defendant's) name. That he cannot remember Ms. Telesford asking him if he had received the purchase price and he denies telling her that he received the full purchase price, but if she had asked him that and he had answered in the affirmative, it could only be that he mistook what she was saying. That he does not deny signing the power of attorney in favour of Marvin Edwards. That he signed it only after receiving the assurance from Ms. Telesford that he could revoke it at any time. That the power of attorney authorized Marvin Edwards and Francine David to act jointly and not singly. That this provided him with greater security. That he would never have authorized the payment of the balance of the purchase price to Marvin Edwards and Francine David, far less to one or the other of them. That the power of attorney authorized Marvin Edwards to "operate any banking account by me and to sign endorse and accept any cheques bills of exchange and other negotiable instruments in my name and on my behalf." That the cheques purportedly representing payment of the balance of the purchase price were issued to Marvin Edwards and not to him (the Defendant). That the power of attorney did not authorize the Claimants to issue cheques in the name of Marvin Edwards in respect of the balance of the purchase price. That he only knew that the Claimants were claiming that the full payment of the balance of the purchase price had been made when he was told so by the 2nd Named Claimant in 2007. That he presumes that the 1st and 2nd Named Claimants were in possession of his house since March 2006, which he had not agreed to.

- [22] In relation to Marvin Edwards and Francine David, the Defendant stated that Marvin, whom he knew as "Junior," came to his home with his girlfriend, Francine David, shortly after Hurricane Ivan in September 2004. That he knew Marvin's mother and he allowed Marvin and Francine to live in his house because they needed shelter and they promised to take care of him at a time when he was

almost blind. That he does not know where Marvin and Francine are to be found. That they carried him away from his house, together with his furniture and other possessions, in around March 2006 and took him to live in a house at Mt. Parnassus. That he got sick and became malnourished and they then left him at the general hospital. That from the hospital the authorities sent him to the Richmond Home for the Aged in around March 2007, where he now lives.

[23] In relation to Ms. Kim George, the Defendant stated that he never retained her services. That he had not given any instructions for the preparation of the power of attorney. That he first knew about the power of attorney when he was asked to sign it. That he has never received a statement of account or bill from Ms. Kim George. That he has never received any legal advice from Ms. George. That fees in the sum of \$3,357.83 were apparently deducted from the balance of the purchase price.

[24] In relation to the Claimants' claim, the Defendant stated that the Claimants are not entitled to the delivery of his deeds. That he asks the Court to dismiss their claim and to order that the Claimants deliver up possession of the property and forfeit their deposit and that the Claimants' deed be cancelled. That, alternatively, the Claimants pay the balance of the purchase price to him forthwith, together with interest thereon at the prevailing bank rate of 11% from 1st April 2006. That if the alternative course of action is taken, the fees of \$3,357.83 deducted from the purchase price be returned, because he never asked Ms. Kim George to represent him.

[25] Under cross examination, the Defendant said that he would not have authorized the payment of the balance of the purchase price to Marvin and Francine because it is his money and it should be paid to him. That he has no idea whether cheques were paid to Marvin. That if he is told that the cheques were written to Marvin and that the money was supposed to be given to him (the Defendant) he would have to believe it. That if he is told that the cheques were paid to Marvin for the purchase

price of the property then he would have to take the blame. That it is a possibility that Marvin and Francine took the money and disappeared. That Ms. Telesford asked him whether or not he received the money for the property and he believes that he told her that he did. That when she asked him that it would have been that she was asking whether he had received the entire purchase price.

[26] Under re-examination, the Defendant said that he has not received the balance of the purchase price. That he did not authorize anybody to receive money. That he never knew before that the Claimants were saying that they paid the balance of the purchase price to Marvin.

[27] In response to questions by the Court, the Defendant said that he did agree to sell his property at Mt. Gay to the 1st and 2nd Claimants for \$120,000. That he did receive a deposit of \$20,000 from them. That he did not receive the balance of the purchase price of \$100,000. That he did not authorize the payment to anyone of the balance on his behalf. That he did not know that the balance was paid to anyone on his behalf. That he did not hand over the deeds for the property because he did not get the balance of the purchase price.

[28] The next and final witness in this case was Mr. William Aban. Mr. Aban stated (in his witness statement) that he is the lawful attorney of the Defendant by virtue of a power of attorney dated 14th February 2008. That he has seen the copies of the cheques submitted by the Claimants in support of their claim to have paid the balance of the purchase price of the property, that is, the sum of \$100,000. That the cheques, together with the \$20,000 deposit, total \$111,642.17. That this would leave a balance of \$8,357.83 from the purchase price. That the property tax endorsed on the deed in favour of the Claimants is the sum of \$5,000, leaving a final balance of \$3,357.83 which, even according to the Claimants, was not paid by them. That the cheques were issued to Marvin Edwards and not to the Defendant. That the power of attorney in favour of Marvin Edwards and Francine David did not authorize the Claimants to issue cheques in the name of Marvin

Edwards in respect of the balance of the purchase price. That, moreover, the power of attorney did not authorize Marvin Edwards to act by himself.

[29] This concluded the case for the Defendant.

[30] It was then ordered that written submissions in lieu of closing addresses would be filed by both parties by 2 p. m. on Friday 31st July 2009, which order was duly complied with by both parties in a timely manner.

[31] Taking into consideration the evidence adduced on behalf of the Claimants and the Defendant, the closing submissions made on behalf of the Claimants and the Defendant and the legal propositions referred to by Counsel on behalf of the Claimants and the Defendant, the following are not in dispute:

- (a) The Defendant agreed to sell to some or all of the Claimants his house and land at Mt. Gay in the Parish of St. George in the State of Grenada for \$120,000.
- (b) That a deposit of \$20,000 was paid to the Defendant towards the purchase price of the property, with the balance of \$100,000 to be paid either within a few weeks or at some other time.
- (c) That the Defendant authorized the deduction of the property tax due on the property from the balance of the purchase price.
- (d) That the sum of \$5,000 was paid by way of property tax, leaving a balance of \$95,000 payable to the Defendant by the Claimants.
- (e) That a power of attorney was executed by the Defendant on 2nd May 2006 in favour of Marvin Edwards and Francine David authorizing them, inter alia, to operate any banking account opened by him and to sign, endorse and accept

any cheques, bills of exchange and other negotiable instruments in his name and on his behalf.

- (f) That an indenture of conveyance or deed of sale was executed by the Defendant on 23rd May 2006 transferring the property to the Claimants.
- (g) That the balance of the purchase price was never paid to the Defendant but, instead, sums totalling \$91,642.17 were paid to Marvin Edwards on the basis that he was a donee under the power of attorney by the Defendant.
- (h) That a power of attorney is to be strictly construed by the Court.

[32] A strict and indeed any reasonable construction of the power of attorney executed by the Defendant on 2nd May 2006 leads to the conclusion that the Defendant did not, by virtue of this instrument, authorize the payment to Marvin Edwards of the balance of the purchase price of his property or of any money on his behalf, and the Claimants had no authority to make out cheques to Marvin Edwards or to otherwise make payments to him of money due to the Defendant. The power of attorney authorized Marvin Edwards and Francine David to operate the Defendant's bank accounts and to deal with, on behalf of the Defendant, negotiable instruments (including cheques) in the name of the Defendant. If then the Claimants paid monies directly to Marvin Edwards, whether by cheque or otherwise, this could not be regarded as payment to the Defendant, unless the Defendant received and accepted the monies paid or otherwise acquiesced in the payment, which - on the facts of this case - he did not.

[33] Inasmuch as the Claimants might have in fact made payments to Marvin Edwards and might have done so in the genuine, but erroneous, belief that these payments were being transmitted to the Defendant, the payments made by them did not discharge their liability to the Defendant for the balance of the purchase price of his property and this liability remains outstanding. The Claimants will have to

pursue Marvin Edwards personally in an action for money had and received or one of the several other causes of action that can arise from his receipt and retention of monies to which he was clearly not entitled.

[34] The Claimants are therefore ordered to pay to the Defendant the balance of the purchase price of \$95,000, together with interest at the Court rate of 5% per annum from the 23rd day of May 2006 to the date of payment, upon payment of which the Defendant shall deliver to the Claimants all documents and deeds in his possession relating to the property, including:

- (a) An indenture of conveyance dated the 21st day of October, 1980 between Mt. Gay Estates Ltd. of the one part and the Defendant of the other part and recorded in the Deeds and Land Registry of Grenada in Liber Y12 at page 769.
- (b) A Deed of Mortgage dated the 15th day of June, 1993 between the Defendant of the one part and The Saint George's Communal Co-operative Credit Union Limited of the other part and recorded in the Deeds and Land Registry of Grenada in Liber 10-93 at page 470.
- (c) A Deed of Reconveyance dated the 10th day of August, 2000 between The Communal Co-operative Credit Union Limited of the one part and the Defendant of the other part and recorded in the Deeds and Land Registry of Grenada in Liber 21-2000 at page 978.

[35] The Claimants shall pay the Defendant's costs in this matter to be agreed or otherwise assessed.

[36] The Court notes, in conclusion, that the legal practitioner who acted for the Claimants in the purchase of the property was clearly without fault in the error made by the Claimants in this matter in paying large sums of money to a person

who was not legally entitled thereto and one of the lessons from this case is the inadvisability of taking significant steps in a transaction of this nature without prior legal advice.



Mario Michel
High Court Judge