

ST VINCENT AND THE GRENADINES

IN THE HIGH COURT OF JUSTICE

CIVIL SUIT NO.104 OF 1998

BETWEEN:

CECIL MOORE

Plaintiff

and

MAGGIE MOORE

Defendant

Appearances:

Arthur Williams for the Plaintiff
Cecil Williams for the Defendant

2000: October 17, 26, November 6

ORAL JUDGMENT

[1] **MITCHELL, J:** This was an unfortunate dispute between a brother and sister over the handling of a savings account. It involved a conflict between two principles: on the one hand that family members cannot be expected to memorialise every transaction between themselves, and on the other hand, that when one's name is placed on another's bank account one is in the nature of a trustee of the funds in that account and must keep proper records and account to the owner of the funds for one's handling of that account. The principles governing family arrangements are dealt with at **Halsbury's Laws of England, 4th Edition, Vol 18**. Family arrangements are governed by principles which are not applicable to dealings between strangers. Thus, the court may have regard to considerations which, in dealing with transactions between persons not members of the same family, would not be taken into account.

[2] The facts in the case are relatively straightforward. The Plaintiff is a retired police officer, while the Defendant is a teacher and the sister of the Plaintiff. The Plaintiff retired from the St Vincent police force in 1996 after having served for 20 years. He was entitled to a gratuity and pension. He had made his plans for employment overseas after his retirement. He left to take up work in Tortola two days after the day of his retirement. Before he retired, he made arrangements for his gratuity and pension to be paid by the Treasury Department into his savings account at the National Commercial Bank. He took his sister the Defendant, to his bank and placed her on his account as an alternative signatory. On 17 September 1996 the Treasury paid into the account his entitlement of \$30,073.00. Subsequently, his pension of \$277.26 was paid into his account for 4 months. When his pension was increased to \$304.06, that amount was deposited to his account for 13 months. Thus, a total of \$34,025.78 was credited to his account while he was away working in Tortola. I believe the Plaintiff when he says that he telephoned the Defendant and spoke to her at various times about his money. I accept that he authorised her to pay the mother of his son Rohan Moore \$1,200.00, to give his brother Conrad Moore the sum of \$4,000.00, and to pay his vehicle insurance of \$1,100.00. The Defendant says that she spent all the money in the account on paying the bills of the Plaintiff. I do not believe her. I do not believe that the Plaintiff authorised her to pay bills for the family house out of his gratuity while he was away working in Tortola. I do not believe that he instructed her to pay herself back the amount of \$14,000.00 towards loans she had made to him. I believe that she helped herself to amounts of money from his account when she felt like it. She paid \$1,000.00 to her sister Leila DaBreo without the permission of the Plaintiff. I believe that she betrayed the trust of her brother and used up the funds in his account to meet her needs. I do not believe that she sought his permission or discussed any of the many withdrawals she made from the account. I do not believe that she deposited sums of her own money into the account for the benefit of the Plaintiff.

[3] The Plaintiff is entitled to judgment for the sum of \$27,925.78, the difference between \$34,025.78 received into the account and \$6,100.00 paid out on his behalf. In his statement of claim, he claims only \$24,597.03. He cannot receive a judgment for more than he claims. There will be judgment accordingly for the Plaintiff for the sum of \$24,597.03 together with interest at the statutory rate from 4 March 1998 the date of issue of the writ, and his costs to be taxed if not agreed.

I D MITCHELL, QC
High Court Judge