

IN THE HIGH COURT OF JUSTICE
SAINT VINCENT AND THE GRENADINES
SUIT NO: 173 OF 1992



BETWEEN:

EDMUND ISRAEL

PLAINTIFF

AND

CORNELIUS ANDERSON

DEFENDANT

E. Anderson Esq
Ms N. Sylvester for the Plaintiff

Mitchell J

JUDGMENT

By a Statement of Claim served and filed on 6th November 1992 the Plaintiff claimed against the Defendant (1) an Order that Deed of Conveyance No 1879 of 1991 made between the parties on 15th July 1991 be rectified to reflect a correct purchase price of \$184,772.00 instead of 175,000.00; (2) an Order that the Defendant do pay to the Plaintiff the sum of \$34,772.00 being the balance of the purchase price; (3) interest at the rate of 12.5 % from the date of issue of the Writ until payment; (4) further or other relief; (5) costs. By a Defence served and filed on 16th February 1993 the Defendant denied the facts as pleaded by the Plaintiff, and set up that the Conveyance correctly represented what had been agreed between the parties. He admitted that a balance which he said was \$16,022.00 was due.

This matter had originally been set down on the list for trial on 28th March, and was adjourned to 26th May. On 26th May at the request of the Defendant the matter had been further adjourned to 11 June for trial. The Defendant's lawyer was now in the service of the Government of St Vincent as Solicitor General, and could no longer assist the Defendant in a private suit, and the Defendant needed an adjournment to secure the services of new counsel. I had granted that application, and set the matter in open Court in the presence of both parties for today 11th June 1997. When the matter was called up the Plaintiff and his counsel were present, but not the Defendant or counsel on his behalf. There was no explanation for the absence of the Defendant, and I proceeded to hear the matter in the absence of the Defendant.

I accept the evidence of the Plaintiff that on 29th April 1991 he entered into an agreement with the Defendant to sell the Defendant his property for \$200,000.00 based on the understanding that the area was 12,100 sq ft. It subsequently turned out that the area was different, and the parties agreed a price reduction of \$15,228.00, meaning that the purchase price was to be \$184,772.00. The Defendant's solicitor prepared a conveyance in which he put the price at \$175,000. The Plaintiff pointed out the error, but was persuaded that he would still receive his full payment. He therefore allowed the Deed to be registered. He subsequently received a cheque for \$150,000.00 from the Defendant, and the Defendant's solicitor prepared a Promissory Note for the balance. The Plaintiff was told by the solicitor that he had given the Note to the Defendant to sign and deliver to the Plaintiff, but the Plaintiff has never received either the Note or the balance of the money. The solicitor is now incapacitated and unable to assist. The Plaintiff's evidence was that he asked for the balance and for interest at the rate of 10.5% per annum from 15th July 1991 to the date of Judgment.

I therefore give judgment for the Plaintiff for \$34,772.00, interest on that amount at the rate of 10.5% from 15th July 1991 to the date of this judgment, and costs to the Plaintiff to be taxed if not agreed.



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ID Mitchell QC
High Court Judge (Ag)
11th June 1997