

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE
CIVIL JURISDICTION

BETWEEN:

ALLAN PRICE

(Plaintiff)

AND

- 1. MERLENE TODD
- 2. ANN JENNIFER JEBOO aka
MARIA GLORIA ELIZABETH JOYEUX

(Defendants jointly and severally)



BEFORE:

HONOURABLE MR. JUSTICE IAN CHANG – CHIEF JUSTICE (ag)

MR. K. JUMAN-YASSIN

for the Plaintiff.

MR. MOHABIR A. NANDLALL with
MR. MANOJ NARAYAN

for the First-named
Defendant.

No appearance

for the Second-named
Defendant

HEARD ON:

2011

AUGUST 10

SEPTEMBER 29

NOVEMBER 3, 22

DECEMBER 8

2012

JANUARY 17, 31

DECISION



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On the 25th March 2004, Allan Price (the plaintiff), by way of generally indorsed writ brought an action against the 1st and 2nd named defendants, Merlene Todd and Jennifer Jeboo, in which he claimed the following remedies:

1. A Declaration that the Transport numbered 400 of 2004 passed to the first named Defendant on the 16th February 2004, is null and void and of legal effect and did not therefore pass ownership of the property known and described as lot numbered 153, Queenstown, Georgetown, Demerara, Guyana, with the building and erections thereon to the Defendant, Merlene Todd as it purports to do.
2. An Order that the First-named Defendant shall forthwith surrender the said Transport numbered 400 of 2004 to the Deeds Registry as it is null and void and of no effect having been issued as a result of a fraudulent transaction and by unlawful means.
3. An Order that the said Transport be cancelled by the Registrar of Deeds on the ground that the purported sale of the said property in the said transport by the Plaintiff to the Defendant is null and void and of no legal effect being a fraudulent transaction effected unlawfully.
4. An Order that the Registrar of Deeds shall rectify her records to indicate that transport numbered 936 of 1979 has not been cancelled and retains its original statutory validity.

5. An Order that the Plaintiff's transport numbered 936 of 1979 remains valid and indefeasible in respect of his ownership of the said property.
6. In the alternative, an Order that the said property be re-transported to the Plaintiff by the First-named Defendant forthwith failing which the Registrar of Deeds shall pass transport of the said property to the plaintiff forthwith.
7. An Order that all Deeds Registry fees and duties, Guyana Revenue Authority tax and Municipal rates and taxes to be paid in respect of the passing of the transport to the Plaintiff shall be paid by the First and Second-named Defendants jointly and severally.
8. An Order that in case the Court declines to order that transport numbered 936 of 1979 retains its original validity, the Plaintiff may apply to the Guyana Revenue Authority for and obtain therefrom any relevant document necessary for the passing of transport to the Plaintiff of the said property.
9. The Plaintiff claims the First-named Defendant.
 - (i) Damages in excess of \$500, 000 for negligence.
 - (ii) Costs.
 - (iii) Any such further Order of Court seems just."

In his Statement of Claim, the Plaintiff stated that he was resident in the U.S.A and was the owner of the immovable property known and described as the "West half of Lot numbered 153, Queenstown Ward, Demerara, with building and erections thereon, more fully described in Transport No. 936 of 1979. During early April 2004, he discovered that the 2nd named Defendant had falsely and fraudulently

sworn to Affidavit of Vendor dated 11th April 2003, stating that she was the duly constituted attorney of Allan Price of Lot 224 Duncan Street, Newtown, Georgetown, agreeably with Power of Attorney executed on the 17th March 2003, and numbered 1360 of 2003, and that, as attorney of the said Allan Price, she sold the immovable property to the 1st named Defendant, Merlene Todd, for the sum of \$4, 000, 000. He particularised the fraud as

- (i)** The Plaintiff did not sign his name on or execute the purported Power of Attorney.
- (ii)** The signature appearing on the purported Power of Attorney was not the Plaintiff's signature and the signature was not placed there by him or any person under his authority.
- (iii)** The Plaintiff did not appear before the Notary Public whose name appears thereon or before any other person to swear to and did not swear to the said purported Power of Attorney.
- (iv)** The number and letters appearing on the purported Power of Attorney as those of the Plaintiff's National Identification card are false. The Plaintiff was never issued with a National Identification card.
- (v)** The said purported Power of Attorney is a forgery as the Plaintiff did not sign it or did not authorise any person to so sign.

(vi) At the material time, the Plaintiff was in New York United States of America and did not then or at any time reside at 224 Duncan Street, Newtown, Kitty, Georgetown, as appears as the Plaintiff's address on the purported Power of Attorney.

(vii) The Plaintiff did not authorise the Second-named Defendant or any other person by the said purported Power of Attorney or any other document to sell or otherwise dispose of the said property”.

On or around the 23rd July 2003, according to the Plaintiff in his Statement of Claim, the 1st named Defendant swore to an Affidavit of Purchaser that she brought from the Plaintiff through his duly constituted Attorney, the 2nd named Defendant, the property for the sum of \$4, 000, 000. On or around the 15th December 2003, the 2nd named Defendant or her agent obtained from the Inland Revenue Department, a Certificate of Compliance numbered L002958, indorsed as having been obtained for a sale of the said property to one Bryan Dick. On or around the 11th April 2003, there was filed with the Registrar of Deeds Instructions to Advertise the said property for the passing of transport by Allan Price to Merlene Todd by an Attorney-at-Law to whom the Plaintiff had given no such authority. The intention of the Registrar of Deeds to pass transport of the said property from Allan Price by Jennifer Jeboo as his attorney to the 1st named Defendant was advertised in the Official Gazette of the 2nd August 2003, and numbered 65 on page 1843.

On or around the 16th February 2004, the Registrar of Deeds passed a transport numbered 400 of 2004 purporting to transfer title of the said Plaintiff's property to the 1st named Defendant. Transport No. 400 of 2004 was indorsed as

having been received by a person whose name appeared as Merlene Todd and was countersigned by a person whose name appeared as Ann Jennifer Jeboo.

According to the Statement of Claim, the 1st name Defendant contributed to the passing of the transport numbered 400 of 2004 by negligently failing to take any reasonable steps to ascertain whether the Plaintiff was the true donor of the said Power of Attorney whereby the Plaintiff suffered loss and damage. The Plaintiff particularised the negligence of the 1st named Defendant as:

- (i) Failure to ascertain the authenticity of the purported National Identification card of the Plaintiff.
- (ii) Failure to check for the authenticity of the purported address of the purported donor of the Power of Attorney.
- (iii) Failure to check other details of the genuineness of the purported sale.

He also particularised his special damage as

- (a) Return airfare from New York
to Georgetown - \$100, 000
- (b) Cost of accommodation
and living expenses for
three weeks in Guyana - \$100, 000
- Total - \$200, 000**

Appearance was entered on behalf of 1st named Defendant. No appearance was entered on behalf of the 2nd named Defendant.

The 1st Defendant in her Statement of Defence contended that she took all reasonable steps to ascertain the authenticity of the Power of Attorney and that the Plaintiff had actual or constructive notice of the Sale of the said property by the 2nd named Defendant to her. She denied that the Plaintiff was entitled to any of the remedies sought.

Before the hearing of the action, the Plaintiff died. His wife, Desiree Price, who had obtained Probate of his estate (**Exhibits "B"1-2**), was substituted as Plaintiff.

The 1st witness called by the Plaintiff was Mohamed Bacchus, the Principal Clerk of the Georgetown Magistrates' Court. He testified that, on the 19th April 2004, the 2nd defendant was charged in the Georgetown Magistrates' Court with the criminal offences of Obtaining Money upon a Forged Instrument and Uttering Forged Document. She pleaded guilty to both offences and was sentenced to three years imprisonment (**Exhibits "A"1-4**).

Under cross-examination, he stated that the charges were instituted and concluded on the said day.

The 2nd witness called by the Plaintiff was Desiree Price, the substituted Plaintiff. She testified that Allan Price was the transported owner of the west ½ of Lot 153 Crown Street, Queenstown, Georgetown (**Exhibit "D"**). She and Allan Price had lived at the property until January 1983, when they moved to Lot 337 Cummings Street. On the 19th May 1983, she migrated to the United States of America and Allan Price did so in August, 1983. Allan Price became a naturalised United States citizen (**Exhibit "E"**). She testified that, even before their marriage and he signed his name on the marriage certificate, she had seen him sign his name on several occasions and was thus acquainted with his signature. She tendered his signatures on the marriage certificate (**Exhibit "C"**) and on the certificate of Naturalisation (**Exhibit "E"**). Allan Price had given a Power of Attorney to the legal officers of Cameron and Shepherd (**Exhibit "F"1-2**). She also tendered his Guyana

passport No. 3200970 which had expired in April 1992 (**Exhibit "G"**), his United States of America passport which had expired on the 7th April 2002, (**Exhibit "H"**), and his later United States of America passport issued on the 7th July 2003, (**Exhibit "J"**). That passport revealed that Allan Price was not in Guyana in 2003. She stated that in 2003, she and Allan Price were living together in the United States of America and he did not leave the United States of America during that year.

In February 2004, she received information that the property had been conveyed to the 1st named Defendant by Jennifer Jeboo as attorney for Allan Price (**Exhibit "K"**). She testified that, since the institution of the action, a valuation of the property was done and a Certificate of Valuation obtained.

Under cross-examination, she admitted that the property at Lot 153 Crown Street, Queenstown, was not declared as part of the deceased's estate. Before 2004, she did not know the 1st named Defendant and, as far as she was aware, the deceased did not know her. She did not deny that the Power of Attorney was registered in the Deeds Registry and that the requisite documents were filed for the transport to be passed to Merlene Todd and that the Transport was passed pursuant to the process. She admitted that Allan Price did not object to the passing of the transport and she was unaware as to whether anyone else had objected to the passing of transport.

The 3rd witness called on behalf of the Plaintiff was Carlton Charles, a former member of the Guyana Police Force who, up to the 1st December, 2010, worked in its Crime Laboratory as Officer in Charge of the Handwriting Section. He was deemed a Handwriting expert. He testified that, on the 28th July, 2011, he examined the marriage certificate (**Exhibit "C"**), the Power of Attorney dated 17th March 2003, purportedly executed by Allan Price in favor of Jennifer Ann Jeboo (**Exhibit "L"**), United States of America Naturalisation Certificate in favor of Allan Price (**Exhibit "F"1-2**) and Power of Attorney executed by Allan Prince in favour of Cameron and Shepherd (**Exhibit "F"1-2**). He came to the finding that the signature, Allan Price,

Power of Attorney dated 17th March 2003, in favour of Jennifer Ann Jeboowas not written by the same author of the signatures of Allan Price on the other documents.

The 4th witness called on behalf of the plaintiff was Trevor Reid, Assistant Superintendent of Police, who was stationed at Criminal Investigations Department, Headquarters, Eve Leary. In 2004, while he was a Corporal, a report of Forgery was made to him by Allan Price. He conducted investigations into the allegation and later charged Marie Ann Joyeuxc/dAnn Jeboowithforgery offences. She pleaded guilty to the charges and was sentenced to three years imprisonment (**Exhibits "J"1-6**). Price had made the report prior to the 16th April 2004. He identified the photograph on the United States passport dated 7th July 2003, (**Exhibit "J"**) as that of Allan Price.

Under cross-examination, he stated that he conducted a thorough investigation into the forgery allegation and, based on that investigation, Ann Jeboo was the only person charged.

The 5th witness called for the Plaintiff was GeetaAnirudh, a Legal Clerk in the Deeds Registry. She produced to the Court a certified true copy of Power of Attorney No. 1360 of 2003 (**Exhibit "M"**) and a true copy of Transport No. 936 of 1979 in the name of Allan Price (**Exhibit "N"**). She stated that, according to the register, transport No. 400 of 2007 was in the name of Merlene Todd. Before a transport was passed, a certificate of Tax Compliance had to be produced. She was unable to locate the certificate of Tax Compliance. When a transport is passed, the written transport is kept in the Deeds Registry. But that transport could not be located. She could not state what price was paid by Merlene Todd for the property nor could she state who swore to the Affidavit of Vendor or who was the Attorney-at-Law who signed the instructions.

Under cross-examination, she stated that Allan Price had appointed and nominated Jennifer Jeboo as his attorney under Power of Attorney No. 1360 of 2003 and had authorised her to sell the property at Lot 153 Crown Street, Queenstown,

Georgetown. The Power of Attorney was registered in the Deeds Registry, Georgetown. Significantly, she testified under cross-examination that the officer at the counter ought to have satisfied himself that the documents were not forged. But the Officer would not check the Identification card recorded under the signature of Allan Price. That verification was the duty of the Notary Public and Mr. Rasheed Mohamed, the Deputy Registrar, was the Notary Public. She stated that she had seen him sign his name on several occasions during the number of years that she knew him and that the signature of the Notary Public on the Power of Attorney looks like his.

Hugo Curtis was the 6th witness called on behalf of the Plaintiff. He testified that he was a Chartered Valuation Surveyor and a fellow of the Royal Institute of Chartered Surveyors. He was a Chartered Surveyor since since 1972 and worked as Deputy Chief Valuation Officer until 2000 in the Ministry of Finance. His duties then included the valuation of properties for taxation, estate duty, insurance etc. He was deemed an expert.

In 2000, he did a valuation for Allan Price of a vacant plot of land at Crown Street, Queenstown. He tendered the report of the valuation as **(Exhibit "O")**. The valuation related to Lot 153 Crown Street, Queenstown. There was no building on the property and he estimated the value at \$12, 000,000. He opined that, in 2004, the value of the property would have appreciated rather than depreciated. He stated that the transport **(Exhibit "K")** related to the west half of Lot 153 and his valuation related to the same west half of Lot 153.

Under cross-examination, he admitted that during his forty years experience, he did come across transactions in which properties were sold below market value. Though not common, such transactions are not unknown or unheard of. He admitted that in 2003 – 2004, there was a serious crime wave. He could not say whether that crime wave affected the economy or the value of property in Georgetown. He admitted that, during that crime wave, persons could have sold

their property below market value to achieve a quick sale and migrated. He could not deny nor affirm that persons living abroad could have sold their property and could have done so at a price below the market value to achieve a quick sale. He admitted that there was a rumour that Government valuers tend to put lower values on property than private valuers.

Merlene Todd testified on her own behalf in defence. She stated under examination-in-chief that she was a business woman who had been managing the Alpha Hotel for ten years. She stated that she was the transported owner of the property situated at Lot 153 Crown Street, Queenstown. She became aware in 2003 that the property was being offered for sale through a phone call from an agent by the name of Nalini Singh. That agent later visited her office with one, Jennifer Ann Jeboo, the 2nd named Defendant, who claimed to be the niece of Allan Price. She had known the agent before. But it was first time she was meeting the 2nd named Defendant. They had a transport which was in the name of Allan Price of Lot 153 Crown Street. She did enquire of the 2nd named defendant as to the whereabouts of Allan Price but was told by her that he was abroad. The 2nd Defendant had a Power of Attorney and she looked at it and saw that it bore the signature of Allan Price and the seal of the Deeds Registry. She took copies of the transport and the Power of Attorney, visited the property and saw that it was an unfenced empty plot of land with bushes. The 2nd named Defendant's asking price was \$5, 000, 000. But, following negotiations, a figure of \$4, 000, 000 was arrived at. The 2nd named Defendant did not have the original transport but had a copy. The 2nd named Defendant explained that her uncle had lost the original and that she would have to apply for a lost grosse. She showed her a prepared application also (**Exhibit "P"**) Negotiations for the Sale was not concluded until sometime after that visit. After that visit, she along with the agent Nalini Singh took the documents to the Deeds Registry to verify the genuineness of the transport and the Power of Attorney. A member of Deeds Registry staff assisted in making checks and told her that the documents were genuine. They made arrangements to meet later at the agent's office at Federation Building. At that meeting, the agent made the Agreement of Sale at the

agreed price of \$4, 000, 000 and she paid \$1, 000, 000 as a deposit on the signing of the agreement to the 2nd named Defendant. That was in April 2003. She tendered a photocopy of that Agreement of Sale (**Exhibit “Q”**). She later took the agreement, the Power of Attorney and the copy of the transport to Attorney-at-Law, Mortimer Codette, for him to check the documents and to prepare documents for the execution of the agreement. Mr. Codette prepared the Affidavit of Purchaser to which she swore (**Exhibit “R”**). He also prepared the Instructions to Advertise **Exhibit “S”**). The conveyance was advertised in the Official Gazette dated 2nd August 2003 (**Exhibit “T”**) and there was no opposition filed. She paid off the balance to the 2nd named Defendant and the transport was passed in her favour. Since then, she never communicated with or saw the 2nd named Defendant. She stated that she had no cause to doubt the authenticity of the Power of Attorney in favour of the 2nd named Defendant.

She further testified that he did not know Allan Price. She was involved in business for twenty years and had to deal with attorneys acting under Powers of Attorney and never encountered any problem before that transaction.

She stated that one Bryan Dick, who had died on the 12th May 2003, was her child father. She was aware that the seller of property had to obtain a Certificate of Compliance and the 2nd named defendant had obtained a Certificate of Compliance for Allan Price which she saw only at the time of the passing of the transport. At the time of purchase, she felt that \$4, 000, 000 was a fair price. She had no doubt or suspicion about the authenticity of the signature “Allan Price” on the Power of Attorney during the transaction. She had no knowledge or suspicion of any act of forgery committed by the 2nd named Defendant and she had believed that the 2nd named Defendant was the niece of Allan Price. The first time she heard of any forgery committed by the 2nd named Defendant was when Sergeant Reid visited her home in 2004 – that was a few months after the transport was passed. Sergeant Reid was with an elderly man who, he said, was Allan price. She gave a statement to the Police and was never charged for any offence.

On the 21st May, 2012 she caused a valuation of the property to be done by the Government Valuation Department and received a copy of the Certificate of Valuation signed by Mr. Outar dated 21st May which put the value of the property at \$9, 200, 000.

Under cross-examination by Mr. Juman-Yassin, Merlene Todd stated that she went to Mr. Coddett a few days after the signing of the agreement. She owned other properties at Lot 114, 3rd Street, Agricola, Lot 71 Owen Street, Kitty, Lot 43 BB Eccles, Lot 24 Bel Air Avenue and at Lot 20 Courida Park, East Coast Demerara. She has a nine year old daughter.

She said that when the Police came to her with Allan Price, Allan Price told her that he was the owner of the property which she had brought. The Police told her that Allan Price did not give any Power of Attorney to Jennifer Jeboo. She repeated that the land she brought was not in a clean state and that it had a lot of bushes. She went to Mr. Codette to check out if everything was okay. She signed the Affidavit of Purchaser a few weeks after she had signed the agreement. She could not remember the name or place of the Commissioner of Oaths. Mr. Codette was her lawyer and she could not say who was the lawyer of Jennifer Jeboo. She identified the Affidavit of Vendor (**Exhibit "M"**) and her Affidavit of Purchaser (**Exhibit "R"**). On being shown the Instructions to Advertise (**Exhibit "F"**) she admitted that Mr. Codette acted as the lawyer for both vendor and purchaser. She could not say who scratched out the name Jennifer Jeboo. The Agreement of Sale was dated the 9th April 2003, and she saw the property a few days before. She knew the agent as a casual friend and the first time she heard of the property was when the agent came to her. On the instructions to Advertise (**Exhibit "F"**), there was her name but she could say who wrote her name. She said that she never saw the Certificate of Compliance from the City Hall. On being shown that Certificate Compliance, she admitted that, at the bottom, it was stated that the property was to be sold to Bryan Dick (**Exhibit "D"**) and was not aware that he had bought the property. She

admitted that, on the second half of the Affidavit of Vendor, it showed that it was sworn to on the 7th or the 10th April 2003, while the Instructions to Advertise was signed on the 9th April 2003, by Mr. Codette. She stated that she could not remember the exact dates that she went to Mr. Codette and denied knowledge that that property was being sold by someone who did not have a Power of Attorney from the owner. She did not know if the property was valued in excess of \$10, 000, 000.

This Court has noted that, in the Statement of Claim, the Plaintiff never made the allegation that the 1st named Defendant was privy to any fraud. Indeed, the allegation made against the 1st named Defendant by the Plaintiff in the Statement of Claim was that the 1st named Defendant was guilty of negligence (*see paragraph 10 of the Statement of Claim*). Yet, outside of the Statement of Claim, Counsel for the Plaintiff has urged this Court to find that the 1st named Defendant was “privy to the fraud of the 2nd named Defendant. In other words, Counsel has sought to step outside of the pleadings. This is impermissible without amendment. There was no amendment to the Statement of Claim.

In any event, on the evidence, the Court is unable to find that the Plaintiff was privy to the fraud of the 2nd named Defendant who had sold the property under a forged Power of Attorney. Counsel for the Plaintiff pointed out to the Court that the Affidavit of Vendor was sworn to by the 2nd named Defendant on the 7th April 2003. However, an examination of the Affidavit of Vendor (**Exhibit “M”**) reveals that it was sworn to, not on the 7th April 2003, but on the 10th April 2003. Looking at that document, the Court finds that the date was the 10th April 2003, rather than the 7th April 2003. It is significant to note that it was filed with the Registrar of Deeds on the 11th April 2003 i.e the day immediately following.

Counsel for the Plaintiff further pointed out that the Certificate of Compliance issued by the Mayor and City Councillors of the City of Georgetown (**Exhibit “V”**) shows that it was issued in relation to a sale of the property to Bryan Dick, who, the 1st named Defendant admitted, was her child father. It is clear that the 1st named

Defendant was the purchaser (not Bryan Dick, her child father). It was the 2nd named Defendant as vendor who had the obligation of obtaining that certificate not the 1st named Defendant as purchaser. More significantly, it is immaterial to the passing of transport that an annotation was made on that Certificate as to who was the purchaser. What was significant was that the rates and taxes were then fully paid on the property. It was that fact which was material to the passing of transport not the name of the purchaser.

Counsel for the Plaintiff has also made the point that the Agreement of Sale was signed on the 9th April 2003, while the Instructions to Advertise was signed by Mr. Codette on the same 9th April 2003. Clearly, it does appear that Jennifer Jeboo (the 2nd named Defendant) was the person who had approached Mr. Codette by the 9th April 2003, and not the 1st named Defendant. It does appear that the name of “Merlene Todd” was inserted in handwriting in that type-written document showing that it was inserted thereon subsequent to the typing of the document. The document itself shows that it was not filed until the 11th April 2003.

It does appear from the Certificate of Valuation that the property was purchased by the 1st named Defendant at a value which was below its market value. However, the purchase of property at a price below its market value does not **per se** show knowledge of fraud so as to render a purchaser privy to such fraud. Otherwise, all bargains would subject the purchaser to a finding of being privy to fraud whenever such fraud is found to exist.

Section 22 (1) of the Deeds Registry Act, Chapter 5:01, provides:

“From and after the 1st January 1920, every transport of immovable property other than a judicial sale transport shall vest in the transferee full and absolute title to the immovable property or to the rights and interest therein described in that transport, subject to –

- (a) statutory claims;
- (b) registered encumbrances,

- (c) registered interests registered before the date of the last advertisement of the transport in the Gazette;
- (d) registered leases registered before the date of the last advertisement of the transport in the Gazette;

Provided that any transport, whether passed before or after the 1st January 1920, obtained by fraud shall be liable in the hands of all parties or privies to the fraud to be declared void by the Court in an action brought within twelve months after discovery of the fraud, or from the 1st October 1925, whichever is the more recent”.

Under the proviso to Section 22 (1), the Court can declare a transport void as against the holder only if an action for that remedy is brought within twelve months of the discovery of the fraud and the fraud caused the holder to obtain the transport and the holder was a party or privy to that fraud. In the instant case, even though the fraud in the 2nd named Defendant caused the 1st named Defendant to obtain transport to the property, the items of discrepancies of which the Plaintiff complained as showing that the 1st named Defendant was a party or privy to that fraud were not causatively material to the passing of the transport. It was the false Power of Attorney and the false representations which accompanied its use which caused the transport to be passed in favour of the 1st named Defendant and the evidence does not suffice to enable a finding that the 1st named Defendant knew or must have known that the 2nd named Defendant was not the attorney of Allan Price and was a party or privy to her misrepresentations. In short, the evidence does not suffice to show that the 1st named Defendant was not a **bona fide** purchaser for value of the property.

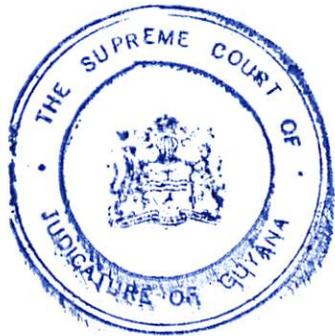
The Plaintiff bore the legal burden of proving on a balance of probabilities that the 1st named Defendant was privy to the 2nd Defendant’s fraud. This Court is not satisfied that the Plaintiff has discharged that burden. The action against the 1st

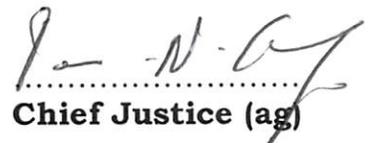
named Defendant must consequently be dismissed and the remedies sought against her refused.

The remedy against the 2nd named Defendant lies in damage. The Court awards to the Plaintiff the sum of \$12, 000, 000 being the market value of the property based on the Certificate of Valuation of Hugo Curtis (**Exhibit "K"**) together with interest thereon at the rate of 6% per annum from the date of the filing of this action on the 25th March 2004 to the date of this judgment and thereafter at the rate of 4% per annum until fully paid.

There will be costs to the 1st named Defendant in the sum of \$50, 000 against the Plaintiff.

There will be costs to the Plaintiff in the sum of \$15, 000 against the 2nd named Defendant.




Chief Justice (ag)

Dated this 30th day of **August, 2012**