

COMMONWEALTH OF THE BAHAMAS

IN THE SUPREME COURT

Common Law and Equity Division

2017/Cle/Gen/693

**RALPH HALL and LOUISE HALL – PHILIPPS (In their
capacity as Personal Representatives of the Estate of the
late Eltha E. Hall**

Plaintiffs

AND

SHAQUILLE SANDS

Defendant

Before: The Honourable Mr. Justice Gregory Hilton

Appearances: Stephanie Wells for Plaintiffs

Ramona Farquharson – Seymour for the Defendant

**Hearing Dates: 17th April 2019; 2nd and 3rd May 2019; 28th August
2019; 23rd October 2019.**

Land Law – Documentary Title of Plaintiff – Whether Defendant is a

Trespasser – Proprietary Estoppel /

Constructive Trust claimed by Defendant

The Plaintiffs, as Joint Administrators of the estate of the Late Eltha Hall, instituted this action against the Defendant (their niece) alleging that the Defendant was a trespasser on the property situate in Little Blair. They seek, among other things, an order for vacant possession of the house and damages for trespass. The Defendant asserts that she is not a trespasser and claims, by way of a Constructive Trust or Proprietary Estoppel, that the Late Eltha Hall promised her that the house would be hers and also that she made repairs to the house and upkept the house to her detriment and as such is entitled to possession of the house or a beneficial interest in the house.

HELD: The Defendant is declared as a trespasser on the property and is liable to the Plaintiffs in damages.

1. On a balance of probabilities the Plaintiffs have demonstrated that they are the owners of the property/house in Little Blair.
2. The Defendant has not adduced sufficient evidence to demonstrate that she acted to her detriment sufficient to establish Proprietary Estoppel or Constructive Trust.
3. The Plaintiffs are the rightful owners of the house and are entitled to an order for vacant possession and the other consequential orders which they sought.

JUDGEMENT

HILTON, J.,

1. This is a Land dispute (among family members) concerning a house (the property) situate in Little Blair in the Eastern District of the Island of New Providence The Bahamas.

2. The Property was owned by the late Eltha Hall by virtue of a Conveyance dated 18th March 1983. She was the mother of the Plaintiffs and grandmother of the Defendant, who died on 10th May 2017, intestate, survived by her three children children, two of whom are the Plaintiffs.
3. The Plaintiffs took out letters of Administration in the Estate of the Late Eltha Hall with the written consent of their brother Deon Hall (the father of the Defendant) and obtained the Grant of Letters of Administration on 21st December 2017.
4. At the time of the death of the late Eltha Hall, the Defendant had been residing with her on the property for a number of years; and the Defendant asserts that the deceased had promised the house would be hers after she died.
5. The Plaintiff filed a Writ of Summons on 8th June 2017, amended on 17th September 2018. The Amended Statements of Claim is settled in the following terms:

STATEMENT OF CLAIM

1. The Plaintiffs are two of the surviving children of the late Eltha E. Hall (hereinafter called "the deceased") the third being Deon Hall, who consents to the action. The Deceased died intestate on the 10th day of May 2017. A grant of Letters of Administration was granted to Ralph R. Hall and Linda L. Phillips on the 21st day of December 2017.
2. By Deed of Conveyance dated 18th March 1983. The deceased is and was at all material times the fee simple owner in possession of a dwelling home property situate in Little Blair and the owner of a 2013 Honda CRV (the "Assets"). The Defendant is allegedly the

- putative granddaughter of the deceased and has no legal or beneficial interest in part or whole to the Assets.
3. By reason of the Grant of Letters of Administration, the Plaintiffs are vested with the legal authority to bring this action. By reason of Section 4 (b) (ii) of the Inheritance Act 2002 and by reason that they, along with their brother Dean Hall are the only heirs-at Law of the deceased, they are the only ones beneficially and legally entitled to the title, use and control of the Assets.
 4. By numerous verbal communications to and with the Defendant, the Plaintiffs requested the defendant to desist from Trespassing or from having any further dealing with the Assets but the Defendant has failed to do so.
 5. Notwithstanding these request the defendant has persisted in wrongful entering the Little Blair dwelling home and property and has remained in possession thereof. The Defendant has unlawfully taken control and use of the 2013 Honda CRV and has failed to yield up possession of the said vehicle to the Plaintiffs.
 6. The Defendant has threatened that she intends, unless restrained by the Honourable Court, to continue to Trespass and remain in possession of the dwelling home and property.
 7. By reason of the matters aforesaid the Plaintiffs has been deprived of the use and enjoyment of the Assets the subject matter of the estate and have thereby suffered damage and loss.

AND THE PLAINTIFF CLAIMS:

- (1) Possession of the Assets the subject matter of the estate of the late Eltha Hall.
- (2) A declaration that the Defendant is not entitled to enter the said dwelling land and/or having access to or making use of the 2013 Honda CRV.
- (3) An injunction to restrain the Defendant whether by herself or by her servants or agents or otherwise howsoever from entering the Plaintiff's said land and/or having access to or making use of the 2013 Honda Crv.
- (4) Damages or mesne profits.
- (5) Costs.
- (6) Further or other relief.

Dated the 17th day of September A.D. 2018

6. The Defendant filed a Defence on the 7th November 2018 settled in the following term:

DEFENCE

1. That the Defendant admits paragraphs 1 of the Amended Statement of Claim (hereinafter referred to as "the claim") dated the 17th day of September. A.D., 2018 save and except the Defendant's unable to speak to Deon Hall's, her biological father's consent or otherwise, nor the grant of said Letters of

Administration. To those Acts, which the Defendant has no direct knowledge, the Plaintiff is put to strict proof thereof.

2. That the Defendant admits paragraph 2, save and except she vehemently rejects the assertion that she has no legal or beneficial interest in the assets of her Deceased grandmother, Eltha E. Hall.
3. That the Defendant denies paragraph 3 and puts the Plaintiff to strict proof.
4. That the Defendant acknowledges that the Plaintiffs in particular her uncle, Ralph Rolle has shouted at her and hurled insults which she deciphered as him wanting her out of her home. A home she has shared for more than ten (10) years with the Deceased. As for numerous and the exact content of the alleged communications, the Plaintiff is put to strict proof of paragraph 4 of the Claim.
5. That paragraph 5 of the Claim is accepted, save and except the Defendant denies any and all suggestions that she is a trespasser and thereby wrongful entering Little Blair dwelling home and unlawfully using assets. The Plaintiffs are put to strict proof thereof.
6. The Defendant denies paragraph 6 of the Claim and asserts that she is not a trespasser and has never threatened the Plaintiff. The Plaintiffs are put to strict proof of paragraph 6 of the Claim.
7. That the Plaintiff denies paragraph 7 of the Claim and puts the Plaintiff to strict proof of any and all loss and damages as referred to in paragraph 7 of the Claim.
8. That the Defendant contends that she visited her grandmother, the late Eltha Hall often as a child and began living with her from more than twelve years ago.

9. That once the Defendant became gainfully employed, she began assisting her grandmother with household expenses, maintenance and general upkeep of the home.
10. That the Defendant never paid any rent to her grandmother or anyone else and was permitted to live in the said subject home with no interference from the Plaintiffs or anyone.
11. That the Late Eltha Hall verbally advised the Defendant and other close family friends that she wished for all that she owned to go to the Defendant. Further, she would state that she did not want the Plaintiffs or any of her children to get their hands on anything she owned. Reliance is also placed on my Affidavit.
12. Filed the 29th day of May, A.D., 2017, Action No. 2017/PRO/cpr/00031.
13. One of the last conversations the Defendant had with her grandmother she made her promise not to allow her ungrateful children to get their hands on any of her things.
14. That the Defendant asked the Deceased if she had a Will. She claimed that she did but refused to say where it was or who had prepared it.
15. Further the Defendant contends that she has always resided with her Late Grandmother and any requests for her to leave were made after her grandmother's death. Also the same has been totally motivated by greed.
16. That the Defendant contends that she was and still is a beneficial owner of the said property and that it is further advanced that the same was held on trust for her. Also, that she has not deprived the Plaintiffs of anything as they never had any use of the said home or vehicle of her grandmother.

17. That the Defendant believes that she has a life interest in the subject property.
18. That the Defendant has acted to her detriment in investing monies into maintaining the said home and has built many memories with her grandmother there. That the same is her home and she wishes to stay.

Dated this 7th day of November. A.D., 2018

7. At the trial the Plaintiffs (in addition to the documents filed in their bundle of documents) relied upon their witness statements dated 12th and 13th March 2019 respectively and their supplemental witness statements dated 15th April 2019. They were both cross-examined on their respective statements.
8. At the trial the Defendant (in addition to the documents filed in her bundle of documents) relied upon her witness statement filed 9th April 2019 and her Supplemental Witness Statement filed 12th April 2019 and also the witness statements of Marilyn Symonette, David Knowles, Allerdyce Strachan and Gregory Wilson all filed on 9th April 2019. They were all cross-examined on their respective statements.

THE ISSUES

9. (1) Whether the Plaintiffs were at all the material times the beneficial owners of the disputed property.
- (2) Whether, the Defendant has acquired a beneficial and/or equitable interests in the property by way of a Constructive trust or Proprietary Estoppel.

ISSUE 1

10. The Defendant has not challenged the documentary title of the Plaintiffs have conceded that the Plaintiff's have the legal right to Eltha Hall's estate.

ISSUE 2

11. For the Defendant to successfully oust the Plaintiff's title / ownership of the property she must prove on a balance of probabilities that a constructive trust or proprietary estoppel exists.

Counsel for the Defendant has submitted that this requires the Defendant to adduce evidence of the following:

- a) That the deceased expressed orally and/or impliedly from her actions that she wished for the Defendant to inherit her home and other earthly possessions; And
- b) That the Defendant, knowing and/or believing the deceased wished her to her heir, acted to her detriment on this promise.
- c) Alternatively, that the Defendant made contributions to the deceased and to the upkeep of her assets thereby establishing a beneficial interests.

THE LAW

12. Counsel for the Defendant relied upon two cases in support of her submission that a Constructive Trust or Proprietary Estoppel exists in the present case.

The First case relied upon is Re Basham (deceased) [1987] 1 ALL ER 405. The headnote reads:

“The deceased married the Plaintiff’s mother when the plaintiff was 15. From then until the deceased retired some 30 years later the Plaintiff worked for the deceased without payment, helping him to run various public houses and a service station. The Plaintiff, her husband and their children formed a very close – knit family with the deceased and the Plaintiff’s mother and always lived near by. On several occasions when the plaintiff and her husband considering moving away they were dissuaded by the deceased from doing so. During his retirement and after the death of the plaintiff’s mother the deceased was cared for by the plaintiff and her husband. The deceased owned a cottage and had on numerous occasions indicated to the plaintiff that she would get the cottage when he died in return for what she had done for the deceased. He reiterated that intention on his deathbed. His family also understood that the cottage would go to the plaintiff on his death. The deceased died intestate leaving an estate of some £ 43,000 comprising the cottage valued at £ 21,000 and cash of £ 23,000, less funeral expenses and some small debts. His next of kin who were entitled to the estate on the intestacy were two nieces who were the administrators of the estate. The Plaintiff brought an action against the nieces seeking a declaration that she was entitled to the deceased’s estate because the deceased had induced and encouraged in her the expectation or belief that she would receive the estate on his death and she acted to her detriment in reliance on that expectation thereby raising a proprietary estoppel in her favour.

Held – Proprietary estoppel was a form of

constructive trust which to arose when A acted to his detriment on the faith of a belief known to and encouraged by B that he had or was going to be given a right in or over B's property, so that B was prevented by equity from insisting on his strict legal right in or over B's property, if to do so would be inconsistent with A's belief. The belief on which A relied did not have to relate to an existing right nor to a particular property. It followed that a proprietary estoppel could be raised on a belief or expectation that future rights would be granted over a person's residuary estate. Since the plaintiff's belief that she would inherit the deceased's estate had been encouraged by the deceased and since the plaintiff and her husband had acted to their detriment in subordinating their own interests to the wishes of the deceased in reliance of the plaintiff's belief that she would inherit, the plaintiff had established a proprietary estoppel and was entitled to the estate."

13. The second decision relied upon by the Defendant is *Dobson v. Griffey* [2018] EWHC 117 where Mathews J. gave a clear and comprehensive summary of the circumstances where common intention constructive trusts arise and likened their similarity to Proprietary Estoppel at paras: 20-24 as follows:

- "20. For a common intention **constructive** trust to arise, the parties must have had a common intention to share the property beneficially, upon the faith of which the claimant then acts in reliance to her detriment. The common intention by itself is not

enough for the **constructive** trust to arise. Otherwise 53 (1) (b) of the 1925 Act would be meaningless. It is the detrimental reliance that makes it unconscionable for the defendant landowner to resile from their otherwise unenforceable agreement.

21. But the common intention of the parties may be either expressed between them, as when they have a discussion and reach a conclusion, or it may be inferred from the whole course of conduct between them: *see per* Lord Bridge on *Lloyds Bank v Rosset* [1991] 1 AC 107, 132. However, even when it is inferred, it still represent the court's conclusion as to what the parties actually intended: *see eg per* Lady Hale in *Stack v Dowden* [2007] 2 AC 432, [61]. The court has no power to *impute* an agreement or Common intention to the parties based on what it considers would have been fair or reasonable. I add only that, when the court is considering what the parties actually intended, the court looks at the objective phenomena available for consideration, and not into their minds themselves. The assessment is thus an objective rather than a subjective one: *see per* Lord Hope, Walker and Lady Hale in *Jones v. Kernott* [2012] 1 AC 776, [34].
22. Once the common intention is established, the question is whether the conduct of the claimant in relying on the common intention to her detriment makes it unconscionable for the defendant to renege on that agreement: *see Culliford v Thorpe* [2018] EWHC 426 (Ch), [76]. Nowadays there is no

doubt that making physical improvements to the land which add significant value to the property can amount to such conduct: see *per* Lord Hope, Walker and Neuberger in *Stack v Dowden* [2007] 2 AC 432, [12], [36], [139].

23. If such detrimental reliance is established, then the next stage is the qualifications of the claimant's share. If that is established by the common intention itself, then there is no need for the court to attempt to qualify it. But in cases where it is clear that the parties intended that the claimant should have a share, but did not qualify it themselves, the court must do so. It does this, once again, by having regard to the whole course of conduct between the parties. But this time, because the parties have not reached an agreement, it is necessary for the court to consider what is *fair*. Here, at this final stage, the court imputes to the parties that which they did not agree: see *per* Lord Walker and Lady Hale in *Jones v Kernott* [2012] 1 AC 776, [51] – [52].
24. The Doctrine of **proprietary estoppel** operates in a similar way. First of all the defendant landowner by his words or conduct makes an assurance to or creates an expectation in the claimant. It need not be the promise of a specific right or **interest**, as long as it is clear enough in all the circumstances: see *per* Lord Walker in *Thorner v Major* [2009] 1 WLR 776, [29]. At this stage this is not an enforceable obligation. It does not comply with the relevant formalities rules. But, assuming that it is intended to be relied upon by the claimant, and it is relied upon, to her detriment, such that it becomes

unconscionable for the defendant to resile from it, an equity is thereby raised against the defendant. The equity thus created is an **interest** in the property which does not need to comply with any relevant formalities rules, because it operates by way of *imposing* a trust on the defendant to satisfy it, and **constructive** trusts are outside the scope of those rules: see the Law of Property Act 1925, s 53 (2). The claimant is then entitled to an appropriate remedy to satisfy the equity. This may be an order for the defendant to perform the promise itself. Or it may be something else, perhaps the payment of money by the defendant to the claimant.”

While the English Law of Property Act 1925 was not adopted in The Bahamas, the principles of Constructive Trust and Proprietary Estoppel as defined above are equally applicable in The Bahamas.

14. There was little disagreement between the parties on the Law in this regard and Counsel for the Plaintiff also referred to two cases which dealt with the doctrine of proprietary estoppel and submitted that the Defendant had not adduced evidence to establish that the doctrine applied in the circumstances of the present case.

The first case referred to was *Inwards v. Baker* [1965] 1 ALL ER 446. In that case a father allowed his son to build a house on his (the father's) Land in 1931. The son was under the impression that he would be permitted to live there as long as he wished. When the father died in 1951 the trustees of the father's will allowed the son to remain in occupation of the house for 12 years up to 1963 after which they sought possession. Possession was refused by the court on the grounds that the son had acquired, as against the father, an

irrevocable license arising by proprietary estoppel and the trustees were bound by the license. Lord Denning MR put the statement of the Law this way at page 448:

“If the owner of the Land requests another, or indeed allows another to expend money on the Land under an expectation created or encouraged by the Landlord that he will be able to remain there; that raises an equity in the licensee such as to entitle him to stay. He has a license coupled with an equity.”

15. The Plaintiff's counsel also referred to the case of *Hussey v. Palmer* [1972] 3 ALL ER 744. In that case the Plaintiff Mrs. Hussey, an elderly woman, was persuaded by Mr. Palmer, the Defendant and his wife (who was the daughter of the Plaintiff) to sell her house and live with them; which Mrs. Hussey did. However, as the Defendant's house was too small for all of them to live in comfortably, the Plaintiff, with the approval of the Defendant and her daughter, paid for the construction of an additional bedroom onto the house at a cost of 607 pounds. Later due to conflicts between the parties the Plaintiff moved out of the house and sought from the Defendant the financial costs of the additional bedroom which the Defendant refused to do. Lord Denning MR ruled that the Plaintiff had obtained an equity in the property and the court must look at the circumstances of each to decide in what way the equity can be satisfied. Lord Denning ruled that the Plaintiff had an interest in the property proportionate to the 607 pounds which she had put into it.
16. What is clear from all of the authorities is that the doctrine of proprietary estoppel or common intention constructive trust is founded on the equitable principle against unconscionability, and its effect is to prevent a person from enforcing his strict

legal right when it would be inequitable for him to do so in the light of the conduct of the parties and the dealings that have taken place between them.

17. In the present case then, the evidence must be scrutinized to determine whether or not the Defendants claim of proprietary estoppel or constructive trusts is sustainable.

THE EVIDENCE

18. The Defendant gave evidence and called four witnesses to testify on her behalf.
19. The Defendant testified that the deceased had a very poor relationship with the Plaintiffs so much so that the deceased told her that she did not want any of her children to get anything that belonged to her and promised the Defendant on several occasions that whatever she had (and specifically her house in Little Blair) would belong to the Defendant after she died if she did not leave it to the Salvation Army. She said she was surprised to discover that the deceased left the benefit of her life insurance to Ralph.
20. The Defendant testified that she had a very close relationship with the deceased and the deceased was like a surrogate mother to her. That, as a child, she lived with the deceased on weekends and during the summers and that after she completed high school she lived with the deceased full time from around 2010 up to the time of her death.

That she helped the deceased take care of the home in Little Blair and occasionally paid some of the utility bills and for the upkeep of the house. The Defendant said that after she completed her studies at University of The Bahamas in 2015 and began working as a Teacher she occasionally gave a

portion of her salary (around \$500.00 monthly) to the deceased to assist in paying the household expenses, even though she said that the deceased told her not to give her money but to save her money for herself.

21. The Defendant adduced evidence of the estranged relationship between the deceased and the Plaintiffs (the 2nd Plaintiff in particular) by introducing taped recordings of the nasty arguments between the deceased and the second Plaintiff dating back to 1996 and including writings by the deceased in 2008 and 2012, after the 1st Plaintiff's ex wife had taken out a summons against the deceased, and the Plaintiffs attended court in support of the ex – wife.
22. As stated earlier the Defendant called four witnesses in support of her case.
23. Ms. Marina Allardyce Strachan testified that she lived in Little Blair and was a good friend and neighbour of the deceased and knew her for over 50 years and also knew the Plaintiffs and the Defendant. She testified that the deceased did not have a good relationship with the Plaintiffs and said the deceased told her “they did not want anything to do with me and I did not want anything to do with them”. She said the deceased loved the Defendant and the Defendant as a child spent time with the deceased, living with her on weekends and during the summers; And when the Defendant got older she lived with the deceased.

She testified that the deceased told her that she did not want her children to get what she had and wanted to leave it to the Defendant or the half – way house / drug rehabilitation house.
24. Mr, David Knowles testified that the deceased has a poor

relationship with the 2nd Plaintiff and told him that she was not leaving anything she had to her children but was leaving anything she had to the half – way house or to Shaquille (her grand-daughter).

He said he was a good friend of the deceased from the time she brought her late son Terry to the Drug Rehabilitation House in the early 1990s and that she had also brought her son Deon for recovery treatment to him at the Rehabilitation Rosetta House prior to Deon relocating to the United States.

25. Ms. Marilyn Symonette testified that she lived in Little Blair and was a good friend of the deceased from 1987 and she witnessed the children of the deceased behaving very hostile towards the deceased on several occasions (in particular Deon Hall who on one occasion caused damage to the deceased's home). She testified that the deceased had a close and good relationship with the Defendant and they attended her church together on occasion.

She testified that the Defendant lived with the deceased for over five years prior to her death in 2017 and that the Defendant helped to maintain the home and yard of the deceased. She said her husband spoke to the deceased about making a Will and the deceased told him that she did know what would happen if she did not make a will.

26. Mr. Gregory Wilson testified that he was the Pastor at Eagle Nest Community Church where the deceased attended for the two years prior to her death. He said he never met the Plaintiffs but the deceased told him that she was not pleased with them and expressed her disappointment in them to him. He testified that the deceased had a great relationship with the Defendant who attended church with the deceased and was proud of the Defendant's accomplishments and that the deceased entrusted her well-being to the Defendant to look after and care for her.

27. While the Plaintiffs disputed that they were estranged from the deceased I accept that the relationship between the deceased and the plaintiffs was poor. I also accept that the Defendant, certainly after 2015 did assist the deceased financially with the upkeep of the house in Little Blair and that the deceased promised her that she would leave the house for her if she did not leave it for the Salvation Army or Drug Rehabilitation House.
28. It is for the court to decide whether the evidence of the Defendant and her witnesses is sufficient to establish that the Defendant acted to her detriment and whether this created an equity in the Defendant to the house in Little Blair owned by the deceased in which the Plaintiffs as Administrators of her estate are now the legal owners. And, if it does, what would be the appropriate remedy to satisfy the equity.
29. Having heard the evidence I am of the view that the promise made by the deceased to the Defendant was at best equivocal. The Defendant and two of her witnesses testified that the deceased said she would leave her property to the Defendant if she did not leave it to the Half – way rehabilitation house or Salvation Army.
30. The Defendant submits that she acted on this promise to her detriment by assisting the deceased with her household expenses after she graduated from University in 2015. While, this is accepted, it is also clear that the Defendant lived in the house without paying rent and it was never suggested that she deprived herself. The Defendant never suggested or testified that she wished to live elsewhere and was denied the opportunity to obtain her own property; and would have done so but for the promise to her by the deceased that the property would be hers after her death.

31. As was stated in *Stack v. Dowden* [2007] 2 AC 431 Supra:

“Nowadays, there is no doubt that making physical improvements to the Land which adds significant value to the property can amount to such conduct” (i.e. Proprietary Estoppel)

There is no evidence that the Defendant built on the property or made any physical improvements to the property in reliance of any promise made by the deceased, as was done in the cases of *Inwards v. Baker* supra and *Hussey v. Palmer* supra.

32. Nor is there evidence that the Defendant acted to her detriment in continuing to reside with the deceased and occasionally contributed a portion of her salary (after 2015) to the household expenses as, if the Defendant had sought to reside elsewhere, she no doubt would have had to expend even more of her salary for her own upkeep.

The facts in *Re: Basham* supra show that in that case the Plaintiff worked for the deceased without salary for 30 years and when she indicated she wanted to move away she was dissuaded by the deceased on his specific promise that the house would be hers after his death.

The situation in the present case is much different. The deceased never sought to dissuade or prevent the Defendant from obtaining her own property and indeed the evidence of the Defendant is that, more often than not, the deceased refused to accept the money offered by the Defendant to help pay any household expenses but rather told the Defendant to save her money.

33. The fact that the deceased was estranged from the Plaintiffs or that the Plaintiffs may have treated her badly does not change the Legal position or make it unconscionable or inequitable for them to inherit the deceased's estate.

34. I find that neither a Constructive Trust nor Proprietary Estoppel have been established by the Defendant on the evidence adduced in this case; And the Defendant's counter-claim in that regard is dismissed.
35. I find that the Plaintiffs are the Legal owners of the property and the Defendant, in refusing to move off of the property when requested to do so by the Plaintiffs, is a trespasser; and consequently I make the following orders:
- (i) The Plaintiffs be granted possession of the house in Little Blair and all assets of the deceased's estate within 60 days.
 - (ii) The Defendant give up possession of the 2013 Honda CRV motor vehicle to the Plaintiffs within 60 days.
 - (iii) The Defendant vacate the house in Little Blair (formerly the home of the deceased) within 60 days.
 - (iv) Costs are awarded to the Plaintiff to be taxed if not agreed.

Dated this 2nd day of June A.D., 2020

The Hon. Mr. Justice Gregory Hilton