

		COURT OF APPEAL SITTING SAINT LUCIA
Date:		Monday 22nd March 2010
Coram:		His Lordship the Hon. Hugh Rawlins, Chief Justice Her Ladyship the Hon. Ola Mae Edwards, Justice of Appeal His Lordship the Hon. Davidson Baptiste, Justice of Appeal
		JUDGMENTS
ANGUILLA		
Case Name:		Delano Smith v The Queen [Criminal Appeal No. 1 of 2008]
Appearances:		
	Appellant:	Mr. Leslie Mondesir holding papers for Mr. Thomas Astaphan
	Respondent:	Mr. Robert Innocent holding papers for the Crown
Issue:		<i>Criminal Appeal – Murder – Appeal against conviction – whether unsafe – lurking doubt – no case submission – failure to direct jury on alternative count of manslaughter – whether the jury failed to accept inferences on the evidence led at trial – whether the direction on intent was adequate – quality of identification evidence – whether there was a need for a Turnbull warning – whether the credibility or reliability of an eye witness necessitated a Turnbull warning – failure to direct the jury on how to treat the appellant’s evidence –</i>
Result and Reasons:		Held: dismissing the appeal and confirming the conviction and sentence.

		<p>1. The evidence of the eye witness could not be described as out of reason and common sense, nor could it be said to suffer from inherent weakness or to be self contradictory but that the evidence was cogent with respect to all the material aspects of the case. The prosecution's evidence taken at its highest is such that a jury properly directed could properly convict.</p> <p>R v Galbraith [1981] 2 ALL ER 1060 applied. R v Shippey [1988] Crim. L.R. 767 distinguished. R v Pryer Sparks and Walker [2004] EWCA 1163 cited.</p> <p>2. The trial judge is duty bound on the charge of murder to leave the alternative count of manslaughter to the jury if there is material before the jury to justify a direction that they should consider it. The duty to direct the jury on manslaughter arises if a jury might reasonably return a verdict of manslaughter on the whole of the evidence whether led by the prosecution or by the defence. Absent an evidential basis upon which to leave manslaughter to the jury as an alternative verdict, there was no error of law on the part of the learned judge.</p> <p>Mancini v DPP [1992] AC 1 applied and R v Muir [1995] 48 WIR 262 followed.</p> <p>3. It was open to the jury to find from the evidence that it was the appellant who had stabbed the deceased. The inference contended for by the appellant that it was Abbott who had stabbed the deceased could not arise on the evidence or on the facts the jury could have found.</p> <p>4. The trial judge should have directed the jury that even though the attack by the defence was on the credibility and reliability of Abbott's evidence they nonetheless had to be sure that Abbott was telling the truth and was not mistaken about the identity of the person who had stabbed the deceased. The failure to do so constituted a material omission.</p> <p>5. In view of the appellant's denial that he inflicted the wounds on the deceased it would have been helpful for the trial judge to give the jury a specific direction as to how to treat his evidence. The trial judge should have pointed out to the jury that if they accepted his evidence or were unsure about it they should acquit him and that even if they rejected his evidence they would still have to be sure that the prosecution</p>
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		<p>had proven his guilt.</p> <p>6. While the omissions referred to above would have the effect of rendering the appellant's conviction unsafe the court is satisfied that this is an appropriate case to apply the proviso. If the jury were properly directed they would have reached the same conclusion and returned the same verdict.</p>
Case Name:		Leeward Isles Resorts Limited v Charles C. Hickox [Civil Appeal No. 3 of 2008]
Appearances:		
	Appellant:	Mr. John Benjamin holding papers for Mr. David Phillips Q.C.
	Respondent:	Ms Marla Daniel holding papers for Roald Henriques
Issue:		<i>Civil Appeal – Commercial Law – res judicata by issue estoppel – whether clauses 3 and 5 of the Pledge Agreement operated as independent clauses or supplemented each other – whether the First and Second Transactions were authorized – whether the First and Second Transactions were ratified – whether the First and Second Transactions offended against the rule against self-dealing – whether Saunders J.'s decision on the pre-23rd August, 1988 advances was binding – whether leave should have been granted to amend claim to plead restitution – rule 20.1 of the Civil Procedure Rules 2000 – whether court had discretion to grant restitutionary relief under section 19 of the Eastern Caribbean Supreme Court (Anguilla) Act c. E15 – whether party was entitled to compound interest – whether party was entitled to indemnity costs</i>
Result and Reasons:		<p>Held: allowing the appeal and cross-appeal, setting aside paragraphs 1, 3, 4 and 7 of the order, giving judgment for the respondent and directing that submissions on costs be filed:</p> <p><i>Per Olivetti J.A. [Ag.]:</i></p> <p>1. Mr. Hickox had, as a member of the CJP, adopted the Settlement Agreement. He also participated in the New York mediation and in the proceedings before the New York</p>

		<p>bankruptcy court. Applying the principles on res judicata by issue estoppel for foreign judgments enunciated in Carl Zeiss, Mr. Hickox was bound by the ruling of the mediator as confirmed by the New York bankruptcy court. This ground of appeal accordingly fails.</p> <p>Carl Zeiss Stiftung v Rayner and Keeler Ltd. (No. 2) [1967] 1 AC 853, applied.</p> <p>2. The court must seek to ascertain the parties' intentions having regard to the express words used in the context of the contract as a whole and to the factual matrix and accord a meaning which would make commercial sense to a reasonable commercial person.</p> <p>Dictum of Lord Steyn in Mannai Investments Co. Ltd. v Eagle Star Life Assurance Co. Ltd. [1997] 2 WLR 945 and dictum of Lord Hoffman in Investors Compensation Scheme Ltd. v West Bromwich Building Society [1998] 1 WLR 896, applied.</p> <p>3. Having regard to the factual matrix, to clause 3 of the Pledge Agreement and to the Pledge Agreement as a whole, the only commercially sensible construction is that clause 3 was not meant to operate automatically. Clause 3 is a declaration of CJP's rights to exercise the voting rights and rights to dividends, once it is not in default and clause 5 enables the innocent party (the Friedland Group) to assert and enforce its rights in the event of default by taking active, practical and unequivocal steps to divest CJP of the voting rights. On a reasonable construction, clauses 3 and 5 were not therefore meant to operate as independent clauses but were intended to supplement each other. The practical result of such construction is that there would be no mystery as to who is in control of LIR and no hiatus in LIR's affairs. The ruling of the learned judge on this issue is accordingly set aside.</p> <p>4. With the exception of the compound interest provision which was authorized by reference to the words in clause 3 of the draft loan agreement, the First Transaction differed significantly from that which was approved at the meetings of the directors and shareholders on the 23rd August, 1988. Neither Mr. Ricketts nor Mr. Hickox had authority to make these changes as resolution 2 cannot be construed as giving any officer of LIR authority to depart in such significant terms from the substance of the resolutions. The First Transaction,</p>
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		<p>with the exception of the provision on compound interest, is accordingly voidable.</p> <p>Dictum of Cooper J. on compound interest in Consolidated Fertilizers Limited v Deputy Commissioner of Taxation [1992] FCA 224 (Federal Court of Australia), approved.</p> <p>5. Having regard to the fact that Mr. Hickox and Mr. Ricketts both signed the First Transaction documents, they are deemed in law to know its contents. The fact that Mr. Hickox was unaware of the genesis of the First Transaction does not mean that he did not have the requisite knowledge of its provisions to consent to it. In all the circumstances, Mr. Ricketts and Mr. Hickox had knowledge of the changes and treated the First Loan Transaction as valid so that they can be deemed to have ratified the First Transaction.</p> <p>The Duomatic principle established in Re Duomatic Ltd. [1969] 2 Ch 365, applied.</p> <p>6. The failure of the shareholders to raise any questions concerning the loans made by Mr. Hickox can be relied on to establish ratification in accordance with the doctrine of unanimous informal assent.</p> <p>7. The shareholders were fully aware of the difficulties faced by LIR in constructing Cap Juluca resort; they authorized the directors to obtain loans from all of the members of CJP which included Mr. Hickox; they subsequently attended meetings at which the auditors' reports documenting the loans were tabled; they approved the reports and they were aware that construction was continuing. However, they asked no questions about the loans, neither did they object to them. These factors constitute exceptional circumstances from which it can be said categorically that the shareholders (always CJP acting through Mr. Ricketts and Mr. Hickox) had all requisite knowledge of the loans and their terms, and assented to them. The First Transaction though voidable initially for lack of authorization was thus ratified informally by the shareholders and is valid and binding on LIR.</p> <p>8. The learned judge correctly found, based on all the evidence adduced, that the shareholders and director of LIR met and agreed to the terms of the Second Transaction at the meeting of 9th January, 1995. This was sufficient for the court to conclude that there was informed consent for the purposes of</p>
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		<p>applying the Duomatic principle in respect of the Second Transaction. Having regard to the interpretation of clause 3, the shareholders had the power to vote in accordance with their rights under the LIR shares and ratify the Second Transaction, which was accordingly valid. The learned judge erred in holding that the Second Transaction was void, which ruling must be set aside.</p> <p>9. Article 94 of LIR's Articles of Association incorporated section 91 of the Companies Act c.65 and required a director to disclose his interest in a contract with the company. Article 57 contained a strict prohibition against self-dealing. The relationship forged by the Articles of Association between a company and its shareholders is a contractual one. The shareholders accordingly have authority to waive compliance with articles or other provisions which govern internal procedure or exist for their protection. The shareholders knew all the relevant information about the loans and Mr. Hickox's interest in the transactions and must be taken to have ratified the First and Second Transactions and impliedly waived compliance with Articles 57 and 94. The First and Second Transactions do not accordingly offend against the rule against self-dealing.</p> <p>Euro Brokers Holdings Ltd. v Monecor (London) Ltd. [2003] B.C.C. 573, applied.</p> <p>10. Saunders J.'s judgment on the preliminary issues left the question of the pre-23 August, 1988 advances open for determination at trial so that the learned judge was correct to consider and make a determination on this issue in favour of LIR.</p> <p>11. The learned judge correctly refused to allow Mr. Hickox to amend his claim at the commencement of closing submissions so as to plead restitution as an alternative claim. CPR 20.1(3) only permits amendments to pleadings after the first case management conference if the court is satisfied that there was some change in circumstances which became known after the date of the case management conference.</p> <p>12. The First and Second Transactions, having been found to be valid and binding on LIR, the grant of restitutionary relief under section 19 of the Eastern Caribbean Supreme Court (Anguilla) Act does not fall for consideration.</p>
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		<p><i>Per Edwards J.A.:</i></p> <p>13. Clause 11(e) of the Pledge Agreement specifically provided for its provisions to be modified or waived only by an instrument or instruments in writing signed by all the parties. The learned trial judge's finding that the Friedland Group did not waive any rights that it might have had to rely upon clause 3 of the Pledge Agreement would be unimpeachable. In any event, having regard to the conclusions of Olivetti J.A. stated at No. 3 above, this ground has no merit.</p> <p>14. In the absence of any known statutory provision in Anguilla prohibiting the accrual of compound interest in relation to any debt upon which interest is payable by virtue of an agreement, the provisions for compound interest payments in the First and Second Loan Agreements and Promissory Notes (which were expressly claimed in Mr. Hickox's statement of case) ought to prevail.</p> <p>15. The questions as to whether LIR had lost its right to avoid the First and Second Transactions by virtue of the operating default under the Pledge Agreement, or whether Mr. Hickox's failure to disclose his interest in the Transactions was a technicality which could be overlooked, or whether delay in avoiding the Transactions was fatal, are all rendered otiose having regard to Olivetti JA's findings that the First and Second Transactions were ratified and remained valid.</p> <p>16. Unjust enrichment is an independent cause of action giving rise to restitution. A claim for restitution based on unjust enrichment cannot be raised in a Reply or Defence to Counterclaim, as Mr. Hickox purported to do. Such restitutionary claim must be made in a claim form and statement of claim.</p> <p>17. Section 19 of the Eastern Caribbean Supreme Court (Anguilla) Act provides that the court may grant all remedies that any of the parties may appear to be entitled to in respect of any legal or equitable claim. Mr. Hickox had established no legal or equitable claim to restitution in his pleadings and was therefore not entitled to the exercise of the court's discretion under section 19. The learned judge accordingly erred in granting such relief.</p> <p>18. Indemnity costs on a contractual basis must be specifically pleaded as found by the learned judge. Having failed to plead</p>
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		such costs, Mr. Hickox is not entitled to it.
SAINT LUCIA		
Case Name:		Huggins Nicholas v Attorney General et al [Civil Appeal No. 18 of 2008]
Appearances:		
	Appellant:	Mr. Horace Fraser
	Respondent:	Brenda Portland-Reynolds
Issue:		Civil Appeal – <i>Damages – breach of contract – unpaid salaries – gratuity and pension – suspension from duties – reinstatement – whether the appellant abandoned or resigned his job – Prescription – Articles 2122 and 2124 of the Saint Lucia Civil Code – when did the cause of action arise – whether the cause of action was dependent on the reinstatement – whether there was a continuing cause of action –</i>
Result and Reasons:		<p>Held: setting aside the finding that the appellant resigned or abandoned his job but dismissing the appeal.</p> <ol style="list-style-type: none"> 1. To sustain a finding of resignation there must be evidence which unequivocally establishes that the appellant formally relinquished his job as a teacher. In the absence of such evidence, the most eloquent manifestation of which would be of a documentary nature, it cannot be said that the appellant resigned. 2. Abandonment connotes a voluntary relinquishment of the performance of the duties of an office with the actual or imputed intention on the part of the office holder to abandon and relinquish that office. The appellant never voluntarily relinquished the performance of the duties of his office. He was unable to execute the functions of his office because of the failure to reinstate him to his job after the criminal charges against him were dropped. As long as the suspension of the appellant continued, he was effectively unable to perform his duties as a teacher. In the circumstances, a finding that the appellant abandoned his job when he went to study in the United

		<p>Kingdom cannot be justified and is not sustainable. On the evidence, the learned judge could not properly have reached that conclusion.</p> <p>3. The entitlement to the salary withheld under Rule 33 of the Commission's Regulations depended on an unconditional acquittal by the court of the criminal charges or the clearing of disciplinary proceedings instituted by the Commission. The entitlement does not depend upon nor is it linked to reinstatement. Reinstatement is not a condition precedent for maintaining a claim for unpaid salary. The cause of action therefore arose when the criminal charges against the appellant were dismissed in March 1999 and the payment of his withheld salary was not forth coming.</p> <p>4. The appellant filed the claim in October 2005 outside the 3 year period prescribed by Article 2122 of the Civil Code for bringing a claim for wages or salaries. It should be noted that a continuing cause of action is not constituted by repeated breaches of recurring obligations or by intermittent breaches of a continuing obligation. There must be a quality of continuance both in the breach and in the obligation. The facts of this case do not constitute a continuing cause of action.</p> <p>Hole v Chard Union [1994] 1 Ch 293 and National Coal Board v Galley [1958] 1 WLR 16 applied.</p>
ANTIGUA AND BARBUDA		
Case Name:		Galley Bay Investments Limited et al v Dawn Run Limited [Civil Appeal No. 29 of 2008]
Appearances:		
	Appellant:	Mr. Anthony Astaphan holding papers for Mr. Dane Hamilton Q. C.
	Respondent:	Ms. Eugenia Dixon holding papers for Clare Roberts Q.C.

<p>Issue:</p>		<p><i>Civil Appeal – Property Law – restrictive agreements – restrictive covenants – whether parties were properly joined to the proceedings – whether the decision of the learned judge was binding as to there being a change in the character of the neighbourhood – section 97 of the Registered Land Act Cap. 374 of the 1992 Revised Laws of Antigua and Barbuda – costs</i></p>
<p>Result and Reasons:</p>		<p>Held: allowing the appeal, setting aside the judgment and awarding costs to the appellants in this court and in the court below:</p> <ol style="list-style-type: none"> 1. The character of a restrictive covenant or agreement is such that there must be both benefiting land and burdened land. In essence, there must be a mutuality or reciprocity in respect of the restrictive agreements. It is common ground that there is no mutuality or reciprocity of covenants as between the appellants and Dawn Run so that the essential characteristic of a dominant and servient tenement is lacking. The appellants were accordingly improperly joined to the proceedings. 2. The appellants were treated as being privy to, and in breach of, the restrictive agreements. This erroneous factual finding would inevitably have led to a flawed conclusion on the question of whether the restrictive agreements were obsolete. Further, the majority of persons whose lands are subject to the restrictive agreements have had no notice of the proceedings and accordingly have not been heard. In all the circumstances, the declaration that the restrictive covenants were obsolete, and their consequent discharge, cannot stand and must be set aside. 3. The general rule is that an applicant for the discharge or modification of the restrictive agreements must meet the costs, at least up to the stage where the defendant is in a position to decide what course to adopt in respect of the application. Having regard to the fact that the appellants were improperly joined to the proceedings and to the finding that it was not unreasonable for the appellants to have defended the claim, the order for costs made against Galley Bay and Esla in the court below must be set aside. <p style="text-align: right;">Re Wembly Park Estate Co. Ltd’s Transfer [1968] 1 All ER 457, applied.</p>

		HIGH COURT CIVIL APPEALS
Date:		22 nd March 2010
Coram:		His Lordship the Hon. Hugh Rawlins, Chief Justice Her Ladyship the Hon. Janice George-Creque, Justice of Appeal His Lordship the Hon. Davidson Baptiste, Justice of Appeal (Ag)
Case Name:		Martha Adolta Henry v Cora Urelien Smith [Civil Appeal No. 38 of 2008]
Appearances:		
	Appellant:	Ms. Andra Gokool-Foster
	Respondent:	Mr. Peter Foster
Issue:		Law of estates
Result:		Matter adjourned to the next sitting of the Court of Appeal in Saint Lucia, the week of 14 th June 2010.
Reason:		To facilitate the appellants to respond to the skeleton arguments of the respondents.
Case Name:		Reuben Ephraim Smith v Celestine Claudia Smith [Civil Appeal No. 14 of 2009]
Appearances:		
	Appellant:	Mr. Mark Maragh
	Respondent:	Mrs. Veronica Bernard
Issue:		Application for the withdrawal of the appeal/Costs
Result:		The appeal is withdrawn and therefore accordingly dismissed with 2/3 of the cost in the court below awarded to the respondent.
Reason:		The application is withdrawn

		APPLICATIONS
Case Name:		Marius Wilson v Juliene James et al [Civil Appeal No. 6 of 2009]
Appearances:		
	Appellant:	No appearance – On Record Marius Wilson
	Respondent:	Ms. Nandi Deterville holding papers for Mr. Hilford Deterville
Issue:		Reconsideration of decision of a single judge
Result:		Hearing of this application is adjourned to the next sitting of the Court of Appeal in Saint Lucia during the week of 14 th June 2010.
Reason:		Counsel for the respondent is not available and to facilitate service on the appellant.
Case Name:		St. Lucia Solid Waste Management Authority v National Contractors Limited [Civil Appeal No. 6 of 2010]
Appearances:		
	Appellant:	Mrs. Petra Nelson
	Respondent:	Mr. Mark Maragh
Issue:		Application for leave to appeal
Result:		Matter stood down
Reason:		To facilitate Counsel for the respondent to peruse the submissions of the applicant.

Case Name:		St. Lucia Chamber of Commerce Industry & Agriculture v Vela Samuel [Civil App. No. 12 of 2008]
Appearances:		
	Appellant:	Mr. Mark Maragh
	Respondent:	Mrs. Lydia Faisal
Issue:		Application for leave to appeal to Her Majesty in Council/Withdrawal of Appeal
Result:		The notice of motion for leave to appeal to Her Majesty in Council having been withdrawn is dismissed by consent the applicant to pay \$750.00 to the respondents.
Reason:		The application is withdrawn
Case Name:		Marcus Nicholas et al v Marie Girard et al [Civil Appeal No. 7 of 2010]
Appearances:		
	Appellant:	Mrs. Wauneen Louis-Harris
	Respondent:	Mrs. Petra Nelson holding papers for Mr. Winston Hinkson
Issue:		
Result:		Matter is stood down
Reason:		
		MAGISTERIAL CIVIL APPEAL
Case Name:		Patrick Morille v Hermia Morille

		[Mag. Civil Appeal No. 1 of 2009]
Appearances:		
	Appellant:	Mr. Horace Fraser
	Respondent:	Mrs. Esther Greene-Ernest
Issue:		Application for extension of time to appeal
Result:		The application is dismissed and \$750.00 in agreed costs to be paid by the applicant to the respondent.
Reason:		Section 23 of the Domestic Violence Act supersedes CPR 2000
Case Name:		New India Assurance Company Limited v Edward Slim Francis [Civil Appeal No. 13 of 2007]
Appearances:		
	Appellant:	Mr. Dexter Theodore
	Respondent:	Mrs. Veronica Bernard
Issue:		Case Management
Result:		It is directed: <ol style="list-style-type: none"> 1. Solicitors for the appeal shall file the transcript of 18th April 2005 which was omitted from the Record of Appeal on or before 29th March 2010 as a supplementary Record. 2. Solicitors for the appellant shall file and serve skeleton submissions in reply on or before 12th April 2010. 3. The hearing of this appeal is to be scheduled on the Court of Appeal Civil Appeals list for the week of 14th June 2010. 4. Cost for today shall be in the appeal.
Case Name:		Marcus Nicholas v Marie Girard [Civil Appeal No. 7 of 2010]

Appearances:		
	Appellant:	Mrs. Wauneen Louis-Harris
	Respondent:	Petra Nelson holding for Winston Hinkson
Issue:		Application for leave to appeal
Result:		The application for leave to appeal having been withdrawn is dismissed with no order as to costs.
Reason:		Request by the applicant to withdraw the application.
Case Name:		St. Lucia Solid Waste Management Authority v National Contractors Limited [Civil Appeal No. 6 of 2010]
Appearances:		
	Appellant:	Mrs. Petra Nelson
	Respondent:	Mr. Mark Maragh
Issue:		Application for leave to appeal
Result:		Matter is adjourned to Tuesday 23 rd March 2010
Reason:		To facilitate counsel to peruse skeleton arguments of the other side.
		HIGH COURT CIVIL APPEALS
Date:		22nd March 2010
Coram:		Her Ladyship the Hon. Janice George-Creque, Justice of Appeal His Lordship the Hon. Davidson Baptiste, Justice of Appeal (Ag) His Lordship the Hon. Paul Website, Justice of the Appeal (Ag)

Case Name:		Attorney General v Kenny Anthony [Civil Appeal No. 31 of 2009]
Appearances:		
	Appellant:	Mr. Reginald Armour SC
	Respondent:	Mr. Anthony Astaphan SC with him Mr. Peter Foster, Rene St. Rose and Leslie Mondesir instructed by Mr. Peter Foster
Issue:		Civil Appeal – Judicial Review – Wednesbury unreasonableness – irrationality – bad faith – credibility of witnesses – non-disclosure by public officer – adverse inferences –
Result:		Matter to resume on Tuesday 23 rd March 2010
Reason:		
Date:		23rd March 2010
Coram:		Her Ladyship the Hon. Janice George-Creque, Justice of Appeal His Lordship the Hon. Davidson Baptiste, Justice of Appeal (Ag) His Lordship the Hon. Paul Website, Justice of the Appeal (Ag)
Case Name:		Attorney General v Kenny Anthony [Civil Appeal No. 31 of 2009]
Appearances:		
	Appellant:	Mr. Reginald Armour SC
	Respondent:	Mr. Anthony Astaphan SC with him Mr. Peter Foster, Rene St. Rose and Leslie Mondesir instructed by Mr. Peter Foster
Issue:		Civil Appeal – Judicial Review – Wednesbury unreasonableness – irrationality – bad faith – credibility of witnesses – non-disclosure by public officer – adverse inferences –

Result:		Judgment is reserved.
		APPLICATIONS
Coram:		His Lordship the Hon. Hugh Rawlins, Chief Justice Her Ladyship the Hon. Ola Mae Edwards, Justice of Appeal His Lordship the Hon. Davidson Baptiste, Justice of Appeal (Ag)
Case Name:		St. Lucia Solid Waste Management Authority v National Contractors Limited. [Civil Appeal No. 6 of 2010]
Appearances:		
	Appellant:	Mrs. Petra Nelson
	Respondent:	Mr. Mark Maragh with him Ms. Kimberly Roheman
Issue:		Application for leave to appeal/ stay of execution
Result:		By consent the applications for leave to appeal and for stay of execution pending determination of the appeal are granted. Cost is in the appeal.
Reason:		Application was previously opposed by the respondent as a result cost is awarded to the applicant/appellant.
		HIGH COURT CIVIL APPEALS
Case Name:		Jada Construction Caribbean Ltd. v The Landing Ltd [Civil Appeal No. 11 of 2009]
Appearances:		
	Appellant:	Mr. Peter Foster with him Diana Thomas
	Respondent:	Mr. Mark Maragh

Issue:		Properties fortifying the guarantee removal of restrictions
Result:		Judgment is reserved
Case Name:		Cyril Donnelly v Samuel Fletcher [Civil Appeal No. 33 of 2009] Samuel Fletcher v Cyril Donnelly [Civil Appeal No. 34 of 2009]
Appearances:		
	Appellant:	Mrs. Petra Nelson
	Respondent:	Mr. Horace Fraser
Issue:		
Result:		Judgment is reserved
Date:		25th March 2010
Coram:		Her Ladyship the Hon. Ola Mae Edwards, Justice of Appeal His Lordship the Hon. Davidson Baptiste, Justice of Appeal (Ag) His Lordship the Hon. Paul Webster, Justice of Appeal (Ag)
		HIGH COURT CRIMINAL APPEALS
Case Name:		Duan Fred v The Queen [Crim. App. No. 11 of 2006]
Appearances:		
	Appellant:	Mr. Ramon Raveneau
	Respondent:	Mr. Robert Innocent

Issue:		Appeal against conviction of rape and indecent assault
Result:		Matter is stood down
Reason:		To ascertain why the appellant is not in the court.
		JUDGMENT
Case Name:		Cyril Donnelley v Samuel Fletcher and Samuel Fletcher v Cyril Donnelley [Civil Appeals No. 33 & 34 of 2009] Consolidated
Appearances:		
	Appellant:	Mrs. Petra Nelson
	Respondent:	Mr. Horace Fraser
Issue:		Breach of rental agreement – eviction – special damages – nominal damages
Result:		The appeal is allowed, the award of \$41,000.00 is set aside. Interest at 6% p.a. Prescribe costs in Court below. Costs in the appeal to appellant being at 2/3 of cost below.
Coram:		Her Ladyship the Hon. Janice George-Creque, Justice of Appeal His Lordship the Hon. Davidson Baptiste, Justice of Appeal (Ag) His Lordship the Hon. Paul Website, Justice of the Appeal (Ag)
Case Name:		Eastern Caribbean Insurance Ltd. v Edmund Bicar [Civil Appeal No. 14 of 2008]
Appearances:		
	Appellant:	Mr. Dexter Theodore

	Respondent:	Mark Maragh
Issue:		Insurance - privity of contract – locus standi – quantum - costs
Result:		Matter stood down
Reason:		To ascertain the whereabouts of respondent.
Coram:		Her Ladyship the Hon. Ola Mae Edwards, Justice of Appeal His Lordship the Hon. Davidson Baptiste, Justice of Appeal (Ag) His Lordship the Hon. Paul Webster, Justice of Appeal (Ag)
		HIGH COURT CRIMINAL APPEALS
Case Name:		Duan Fred v The Queen [Crim. App. No.11 of 2006]
Appearances:		
	Appellant:	Mr. Ramon Raveneau
	Respondent:	Mr. Robert Innocent
Issue:		Criminal Appeal - Rape and indecent assault. Application for leave to amend additional grounds
Results:		Application for leave to amend additional grounds is granted. Judgment is reserved until Friday 26 th March 2010.
Date:		26 th March 2010
Coram:		Her Ladyship the Hon. Ola Mae Edwards, Justice of Appeal His Lordship the Hon. Davidson Baptiste, Justice of Appeal (Ag)

		His Lordship the Hon. Paul Webster, Justice of Appeal (Ag)
		JUDGMENT
Case Name:		Duan Fred v The Queen [Crim. App. No. 11 of 2006]
Appearances:		
	Appellant:	Mr. Eghan Modeste holding papers for Mr. Ramon Raveneau
	Respondent:	Mr. Robert Innocent
Issue:		Criminal Appeal - Rape and indecent assault. Application for leave to amend additional grounds
Results:		The appeal is allowed and the conviction is quashed. Proviso is not applied given that the appellant has almost served his time.