

IN THE SUPREME COURT OF GRENADA  
AND THE WEST INDIES ASSOCIATED STATES  
HIGH COURT OF JUSTICE  
(CIVIL)

CLAIM NO. GDAHCV2008/0168

BETWEEN:

GORDON CLYNE

Claimant

and

PATRICIA ANTOINE-CLYNE

Defendant

**Appearances:**

Mrs. Celia Edwards, Q.C, with Mrs. Sabrita Khan-Ramdhani for the Claimant  
Mrs. Avril Trotman-Joseph for the Defendant

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2010: May 19, 20  
June 29  
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**JUDGMENT**

- [1] **PRICE FINDLAY, J.:** The parties to this action were married in September 2004, shortly before Hurricane Ivan devastated the island of Grenada. They had known each other for a number of years prior to their marriage.
- [2] The Claimant is a mechanic who resides in New York but is a native of Grenada. The Defendant is the Accountant General in the employ of the Government of Grenada. She too is a native of Grenada.
- [3] The Defendant who holds a "Green Card" has resident status in the United States but resides in Grenada.
- [4] By all accounts both parties work hard at their jobs and are well qualified. While the Defendant may be more lettered than the Claimant, I found that he was a man of intelligence and common sense. He certainly is not a man who is incapable of managing his affairs.

- [5] The Claimant manages a small auto mechanic business, has entered into a mortgage for the property he owns in Springfield Gardens, New York, and pays the bills necessary to maintain a home.
- [6] Alas, it was not a happy union and was short-lived. Very much like the Hurricane that followed on its heels, the union proved to be stormy, destructive and all too brief.
- [7] By all accounts, having exchanged vows in September 2004, by December of 2004 the marriage was all but over.
- [8] The problems manifested themselves as early as the honeymoon cruise, which was more like a ride on the Titanic than the idyllic ocean voyage that one would expect a honeymoon to be.
- [9] The subject matter of these proceedings is a property situated at Morne Rouge in the State of Grenada and the residence which was built thereon.
- [10] It is agreed that the property was purchased in 2003 prior to the marriage. It is also agreed that it was Government lands which were purchased by the Defendant. The evidence is that the lands were reserved for Government officers, and the Defendant, being the Accountant General, qualified for the purchase of the land.
- [11] The Defendant averred that she had applied to the Government of Grenada for the land since 2000 when she returned to Grenada after her studies. This is not disputed.
- [12] The parties acquired land in La Pastora, St. David's in 2002. This land was purchased, according to the Defendant, by herself for the Claimant. The Claimant at the time had no relationship with any financial institutions in Grenada.
- [13] According to the Defendant, it was agreed that they would purchase this land jointly and obtain a joint mortgage. It was for the Claimant to pay the mortgage installments, and eventually the land would belong to the Claimant.

- [14] That the Claimant was to pay the mortgage is supported by the Claimant's own witness statement at paragraph 19. The Claimant states that when the Defendant refused to remove her name off the property, he stopped paying the mortgage.
- [15] This La Pastora property was eventually foreclosed by the Bank and sold. It is not the subject matter of these proceedings.
- [16] The Defendant received official notification that she was successful in acquiring the land at Morne Rouge in December 2003. However, there was a \$1,500.00 payment towards this land on 28<sup>th</sup> November 2003. This appears on the Land and House Settlement Account Card. However, nothing turns on this point.
- [17] The Defendant gave evidence that the deposit for the Morne Rouge property was paid for by her solely. She testified that the monies came from her savings and her earnings. The balance of the purchase price was raised by way of mortgage which she obtained from the Grenada Co-operative Bank. There was the Mortgage Deed dated 23<sup>rd</sup> March 2004, then further Deeds of Charge dated 28<sup>th</sup> February 2005 and 17<sup>th</sup> March 2006. She testified that the total lien on the property is \$700,537.96.
- [18] Monies were borrowed from Capital Bank International as well as the Public Service Co-operative Credit Union for burglar proofing and other incidentals concerning the construction and completion of the home.
- [19] The building was completed in 2005, sometime around September or October.
- [20] The Defendant purchased most of the fixtures and furnishings for the home from the local providers, COURTS and L. A. Purcell. She further testified that she borrowed monies from the Public Service Co-operative Credit Union for the purchasing of furnishings and for the wedding expenses. She said that she was solely responsible for repaying these loans.

- [21] She further testified that she took smaller loans for the alarms system and the grilling for the home. She eventually consolidated all these loans with the Grenada Co-operative Bank.
- [22] The Defendant further testified that she had wired US\$6,000.00 to the Claimant in March 2005 for him to transfer to her New York account. This money was used by the Defendant to purchase appliances and kitchen utensils for the Morne Rouge property. These items were shipped to Grenada. These monies came from the proceeds of the loan.
- [23] The Defendant was adamant that there was no common intention between herself and the Claimant in either the purchasing of the land or the building of the home.
- [24] She testified that she and she alone financed the acquisition of the land and the building of the home. There was no financial contribution on the part of the Claimant. He did not play any role in the acquisition of the land or the construction of the building.
- [25] The Defendant does say that the Claimant did send her a hood for the stove and a second-hand freezer and second-hand refrigerator. She testified that the hood and the freezer were unusable, and that she never used the fridge.
- [26] The Defendant also testified that she intended to leave Grenada and go to live in the United States with the Claimant. She said that she wrote to the Government asking about early retirement but she withdrew this request after the breakdown of the marriage. She did not produce the written request for early retirement.
- [27] Shortly after the marriage, on the honeymoon, the Defendant testified that the Claimant became obsessed with her property at Morne Rouge. She said that the Claimant wanted her to put his name on the property at Morne Rouge. She refused, and concluded that the Claimant was not serious.
- [28] She further stated that the Claimant backed off when she asked that her name be placed on his property.

- [29] After the breakdown of the marriage, she testified that the Claimant did not pay any monies towards the Morne Rouge mortgage nor was he honouring his obligations to the bank for the La Pastora property.
- [30] Eventually, she filed for divorce in New York and avers that the Claimant stated in those proceedings that the marriage broke down the day after the marriage.
- [31] The Defendant admits that she gave a United States address when she filed the divorce proceedings in New York in 2007, even though at the time she was ordinarily resident in Grenada.
- [32] She admitted that she did not file tax returns in the United States, stating that as she did not work in the United States she did not believe that she had to do so. She also stated that she did not file divorce proceedings in the United States to oust the jurisdiction of the Grenada Court.
- [33] She said that she sent the documents for the La Pastora lands to the Claimant for him to sign and have notarized, but when shown the documents had to admit that the Claimant's signature did not appear on any of the documents.
- [34] She acknowledges that the Claimant sent the sum of US\$25,000.00 to Grenada for investment purposes. She also admits that the Claimant left her in charge of the sum of money. Further, she acknowledges that she spent some of the monies, but also stated that she did so some of the time on the Claimant's instructions.
- [35] She also stated that some of the US\$25,000.00 was spent on their wedding expenses, further sums were sent to the Claimant at his request for various reasons, such as his house repairs, his father's hospital stay, and an airline ticket for the Claimant.
- [36] She strenuously denied that there was any common intention that she and the Claimant would acquire the Morne Rouge property for a dream home or at all.

She admits that she showed the initial plan to the Claimant when he came to Grenada for Christmas in 2003, but that he had no interest in the property.

[37] She denied that it was after the proposal of marriage in December 2003 that the project with building the house accelerated.

[38] The Claimant in his evidence said that he had been living in the United States since 1981 and had by hard work bought the property he lived in New York.

[39] He said that he met the Defendant in New York and at some later date a relationship developed between them. The circumstances of their meeting are disputed but this aspect of the facts is not important in determining the issues at hand. They would visit each other, either in the United States or in Grenada.

[40] He said that he suggested to the Defendant that she purchase the property that she was renting at Lance Aux Epines. He said he placed trust in the Defendant to source the land and handle the transaction. This the Defendant denied.

[41] He said that the Defendant told him that she was getting land from the Government. He said he gave her access to his money in Grenada and sent her monies from the United States.

[42] He detailed how they went to the Bank in Grenada and that the Bank informed him that he would have to put the Defendant's name on the account as they (the Bank) did not know him.

[43] He said they both intended to own the land jointly and that was understood upon the purchase of same. They were not married at the time, but the intention was for both of them to own the land. He says the Defendant promised to put his name on the land and build their home on it.

[44] Yet when he first wrote to the Defendant with respect to the land in question he referred to land not at Morne Rouge but at Lance Aux Epines; strange indeed for someone who claims to have been so intimately involved in the acquisition of the land.

- [45] He insists that the intended matrimonial home was built on the land. He said he paid individuals to survey the land and to redo the entire plan. He said the construction of the house was a joint effort.
- [46] There is no supporting evidence that the Claimant paid for the land to be surveyed or that he had anything to do with the drawing of any plans for the home.
- [47] He testified that he paid for most of the furniture and sent large amounts of cash for the Defendant, and he would bring cash too when he came to Grenada.
- [48] But the Defendant has produced numerous receipts for the purchase of furniture locally, and there is no evidence as to any amounts of cash which the Claimant sent to the Defendant in relation to the house at Morne Rouge.
- [49] In 2003, at Christmas, he came to Grenada. At breakfast on Christmas morning, he and the Defendant announced their intention to marry to family and friends.
- [50] He says he paid for the wedding in New York. On the honeymoon he said he saw the true colours of the Defendant. He asked about his name going on the land; the Defendant did not agree to put his name on it. He said he was not at all pleased with her response.
- [51] According to him, the Defendant admitted that she had spent all the money in the joint account without telling him. Things went steadily downhill thereafter.
- [52] Yet he gave the Defendant money to buy household items and furnishings for the home. He said he had receipts but the Defendant came to New York and took them all.
- [53] He blames the Defendant for the loss of the property at La Pastora. He said he found out that the Defendant had put her name on that land, and he was paying for it. When the marriage broke down, he asked her to remove her name, she refused. He stopped paying the mortgage. The Bank foreclosed. The property was lost.

- [54] In his Reply, the Claimant asserted that he:-
1. Had the plans drawn
  2. Hired the person to excavate the land
  3. Procured the builder, among other things.
- [55] The Claimant did not recall asking the Defendant for any of the US\$25,000.00 once it was deposited in Grenada.
- [56] He stated that the Defendant asked him to marry her three times before they agreed to get married at Christmas 2003. The Defendant and her family were present when he accepted her fourth proposal on Christmas morning 2003.
- [57] The Claimant put some US\$9,000.00 to his wedding; he does not know whether the Defendant paid anything toward the wedding. He was unaware that the total cost of the wedding US\$33,000.00. He was unaware that the Defendant had taken a loan from the Credit Union to assist with the wedding expenses. He did not ask his wife to sign a prenuptial agreement.
- [58] He could not recall asking his ex-wife to transfer US\$3,347.97 to his Credit Union account. He did not close the joint account when he visited Grenada after the marriage. He does, however, know that the sum of EC\$10,000.00 was transferred to the Credit Union account.
- [59] He also testified that it was never agreed that after the marriage that they would live together in New York.
- [60] He knew that the Defendant had purchased land at Morne Rouge but did not know how much land it was, or that the Defendant had taken out a mortgage to finance the purchase, but had he known he would have paid half of it.
- [61] He indicated that he visited the land and saw the builder, Theodore, on the land. He did not pay the builder. He did not know that the Bank paid the builder.
- [62] He admitted that he did not pay for the excavation works and that he did not purchase any building materials.



- [63] He agrees that the marriage lasted for about three months, after which "it started getting bad". The parties did not live together for those three months. They lived together for about a month after the marriage.
- [64] There was a lot of quarrelling and the parties stopped speaking sometime in 2004.
- [65] Divorce proceedings were filed and he asserts that the Defendant claimed his property in New York, but he did not claim any of the Defendant's property in New York.
- [66] The Claimant claims that he has a beneficial interest in the Morne Rouge property because it was the common intention of the parties that he would have a share in the property. He further asserts that this was to be the matrimonial home, and he asserts that some portion of the US\$25,000.00 in the joint account that the parties had was used to pay for the acquisition of the property.
- [67] Lord Bridge in **Rosset's case** [1991] 1 AC 107 at 132 – 133 states:
- "The first and fundamental question which must always be resolved is whether independently of any inference to be drawn from the conduct of the parties in the course of sharing the house as their home and managing their joint affairs, there has at any time prior to acquisition, or exceptionally at some later date, been any agreement or understanding reached between them that the property is to be shared beneficially..."
- [68] The Claimant in this case avers that the parties prior to the marriage agreed to acquire the Morne Rouge property and that it was a joint investment. He alleges that this property was to be the matrimonial home. It is where the parties intended to live in wedded bliss.
- [69] Needless to say, the Defendant's position is the very opposite. She alleges that this was an investment in the making since some time in 2000, upon her return from her studies. She asserts that the Claimant played no role in the acquisition or in fact the retention of the property.

[70] As per Baroness Hale in the matter of **Lynn Anne Abbott v Dane Norman Lawrence Abbott** – Privy Council Appeal 142 of 2005 (Antigua and Barbuda) at page 2 of the judgment:-

"In sharp contrast with this situation is the very different one where there is no evidence to support a finding of an agreement or arrangement to share, however reasonable it might have been for the parties to reach such an arrangement if they had applied their minds to the question, and where the court must rely entirely on the conduct of the parties both as the basis from which to infer a common intention to share the property beneficially and as the conduct relied on to give rise to a constructive trust. In this situation direct contributions to the purchase price by the partner who is not the legal owner, whether initially or by payment of mortgage installments, will readily justify the inference necessary to the creation of a constructive trust. But, as I read the authorities, it is at least extremely doubtful whether anything less will do."

[71] In this case I find that there was no evidence of any prior agreement or arrangement between the parties to purchase the Morne Rouge property.

[72] While the parties had acquired the La Pastora property in their joint names and even though the property was to be that of the Claimant, it was clear from that transaction that the intention was to make an investment for and on behalf of the Claimant. It must be remembered that the Defendant already owned property in her sole name in La Pastora.

[73] Why, if the Morne Rouge property was to be a joint investment, did the parties not place the property in the joint names as with the La Pastora property? This was a situation different to **Abbott v Abbott** where the wife was not a citizen of Antigua and the property could not be put in her name without her obtaining a licence. Here, both Claimant and Defendant are Grenadian citizens and could easily have had the property at Morne Rouge transferred to both their names, were that the intention.

[74] Also, with respect to the La Pastora land, even though in the names of both parties, the obligation to pay the mortgage was to the account of the Claimant.

This is in keeping with the stated intention that this property (La Pastora) was to be his sole property.

- [75] Again, with the aborted investment in Calivigny, the parties each were purchasing separate pieces of land. The monies for this investment in part came from the Claimant, and when the investment fell through, the monies were returned to him with respect to his purchase.
- [76] The transaction for the Morne Rouge property is completely different. Despite his best protestations that the deposit was paid from the US\$25,000.00 joint account, there is no evidence that this in fact occurred.
- [77] It is trite law that he who asserts must prove. The Claimant makes the assertion that the US\$25,000.00 was used by the Defendant to finance the acquisition of the Morne Rouge property, but he has offered the Court no documentary evidence of this.
- [78] The account in which the US\$25,000.00 was placed was a joint account, therefore the Claimant was in a position to approach the Bank and request the relevant documentation for production to the Court. He did not do so. He relies on the fact that he placed his trust in the Defendant, and on her to produce the relevant documents. That is simply not good enough.
- [79] The Defendant in her evidence stated that the monies for the deposit came from her salary and her savings. There is no plausible evidence proffered by the Claimant which would lead the Court to disbelieve this.
- [80] Certainly the balance of the purchase price for the Morne Rouge property was raised by way of mortgage from the Grenada Co-operative Bank Limited.
- [81] In fact, the Defendant entered into several mortgage agreements with respect to the Morne Rouge property. These are as follows:

23<sup>rd</sup> March 2004            -            Defendant executed initial mortgage to Grenada  
Co-operative Bank for balance of purchase price.

- 28<sup>th</sup> February 2005 - Defendant executed a Deed of Further Charge (again for Morne Rouge property).
- 30<sup>th</sup> March 2005 - Additional monies advanced under a Further Deed of Charge.
- 17<sup>th</sup> March 2006 - Second Deed of Further Charge executed.

[82] The Defendant also borrowed monies from Capital Bank International Limited and from the Public Service Co-operative Credit Union to finance grilling and furniture and furnishings for the home. She also used some of the Credit Union funds for the parties' wedding expenses.

[83] It is not disputed by the Claimant that it is the Defendant who was repaying these various loans. It is not disputed that the Defendant has consolidated all these loans into one loan at the Grenada Co-operative Bank.

[84] The Claimant in fact testified that he was unaware that there was a mortgage on the Morne Rouge property. In fact the Claimant did not know what the monthly mortgage installments were.

[85] The Claimant wants this Court to believe that the land was paid for out of joint resources and asserts that US\$25,000.00 is the EC\$67,000.00 equivalent. The final payment of \$68,652.00 was paid on 28<sup>th</sup> February 2004, but the mortgage was not obtained until March 23, 2004. The inference to be drawn is that the Claimant's monies were used to pay for the land, making him the principal contributor to the acquisition of the land.

[86] But this is simply not so. The Defendant has exhibited a letter from the Grenada Co-operative Bank bearing the date 23<sup>rd</sup> February 2004, signed by the Manager Credit, Florence Williams, enclosing the Bank's cheque for the sum of \$68,652.37, representing payment for the land at Morne Rouge.

[87] That letter makes a request for the title to the property and requests that an unrecorded copy be forwarded to the Bank.

- [88] One would believe that if the Defendant had used the Claimant's funds that she would merely have written a cheque or gotten a Bank Draft for the necessary funds. After all, she had access to the account, it was joint.
- [89] I find that the monies for the balance of the purchase of the land came from the proceeds of a loan the Defendant got from the Grenada Co-operative Bank and were not the funds of the Claimant.
- [90] In the well known case of **Gissing v Gissing** [1970] 2 All ER 780, Viscount Dilhorne stated that where there is a common intention at the time of the acquisition of property that the beneficial interest should be shared, it would be a breach of faith on the part of the party in whose name the legal estate was vested to fail to give effect to that intention, and the other party will be held entitled to a share in the beneficial interest. The difficulty arises with regard to the proof of the existence of the common intention.
- [91] The law does not allow the Court to give to the parties an intention they never had and to find that property is subject to a trust on the ground that it would be fair and reasonable. But the Court must find this common intention by examining the evidence led by the parties.
- [92] In this matter the Claimant testified that he was unaware of the size of the lot of land; he was unaware that there was a mortgage on the land; he was unaware of the amount of the mortgage installments. The Court finds that the Claimant was also unaware of where the land was located. He had his Solicitors write the Defendant inquiring about land in Lance Aux Epines, not Morne Rouge. This, even though it was his testimony that he was on the land and even saw a builder on the land.
- [93] All this, and yet even though he came to Grenada and walked the land and saw the builder on the land, he made no inquiries nor asked any questions of the Defendant so as to apprise himself as to what was going on with the land. Even though his testimony is that he questioned the Defendant about the mortgage.

- [94] He also failed to attend to the Bank to find out about the US\$25,000.00, even though he had no information about this money.
- [95] Even though he made assertions in his Reply, the Claimant admitted in cross-examination that he did not pay for the excavation of the land nor did he pay the builder. He did not procure the builder either. The builder in his evidence clearly stated that it was the Defendant who hired him, not the Claimant.
- [96] It is interesting that though the Claimant says he saw the builder on site that this is denied by the builder himself; neither did the excavator operator see the Claimant on site.
- [97] I prefer the evidence of the builder and the excavator operator to that of the Claimant.
- [98] This does not lead the Court to believe that there was any common intention. The Claimant is lacking in knowledge of the basic things one would expect a party who claims a common intention would know.
- [99] The Claimant seeks to hide behind his alleged lack of education and to make the Court believe that the Defendant has used her superior education to dupe him out of what is rightfully his.
- [100] The Court finds that the Claimant, far from being an unlettered man, is qualified in his chosen field and testified that he had management experience, having been the manager of an auto garage – King's Auto Garage at Pennsylvania Ave in New York. He also managed his father's mechanic shop before he left Grenada for the United States.
- [101] Further, he now has his own business. He uses sophisticated diagnostic tools, he does his own billing, and handles the ordering of materials for this business.
- [102] He owns his own home in Queens, New York. He has a mortgage on that home. He testified that he had to sign papers for that mortgage. He said that he

understood that if he did not pay the mortgage installments that the mortgage company would repossess the house.

[103] This is not a man who is so educationally challenged that he would be duped by the Defendant. The Claimant was in a position and possessed of sufficient intelligence to have inquired and, if necessary, take action to ascertain what was going on with this property in Morne Rouge. For reasons best known to himself, he failed or neglected to do so. He now wants the Court to believe that he was helpless to do so. He has failed.

[104] Lord Diplock in **Gissing** said:-

“Any claim to a beneficial interest by a person in whom the legal estate is not vested must be based on the proposition that the person in whom the legal estate is vested holds it as trustee on trust to give effect to the beneficial interest of the Claimant as cestui que trust. What the Court gives effect to is the trust resulting or implied from the common intention expressed in the oral agreement between the spouses that if each acts in the manner provided for in the agreement, the beneficial interest in the property shall be held as they have agreed.”

[105] I find that in the circumstances as set out in the evidence in this matter that there was no agreement or arrangement between the parties with respect to the property at Morne Rouge.

[106] The parties had one joint account into which they both placed funds. It is accepted that the Claimant placed the greater portion of the monies in that account. But they both had several other accounts both in Grenada and the United States in their separate names. These other accounts were operated without reference to each other.

[107] The Claimant asserted that the house at Morne Rouge was the intended matrimonial home, but the Court heard evidence of the Defendant making plans to get early retirement to go to the United States to live with the Claimant.

[108] The Court, however, heard no evidence from the Claimant of any intention of his returning to Grenada to live in wedded bliss with the Defendant at Morne Rouge.

- [109] If this house was indeed to be the matrimonial home, as the Claimant asserts, it would have been expected that the Claimant would have told the Court of his plans to return to Grenada to set up house at Morne Rouge.
- [110] The Defendant has stated that she spent some of the monies from the joint account for the expenses of the wedding. The Claimant stated that he was unaware of this or how much the wedding cost. The Defendant gave an estimate of US\$33,000.00, a sum in excess of the amount the Claimant deposited into the joint account. I believe the Defendant when she says that she used some of the monies in the joint account to offset the wedding expenses. I also believe the Defendant when she said that she sent sums of money back to the Claimant at his request. I believe her when she said that these monies came from the joint account.
- [111] The Claimant stated that he sent monies to the Defendant in addition to the US\$25,000.00, but his brother Junior Clyne could only attest to bringing one envelope to the Defendant and he had no idea what the contents were because he never opened the envelope. The Claimant also does not quantify the amount of these monies he alleges he sent to the Defendant.
- [112] In the case of **Burns v Burns** [1984] 1 All ER 244, the Court stated that where property is bought in one party's name only by the mechanism of deposit and installments, then if the other party pays or contributes to the initial deposit, this points to a common intention that that party should have some beneficial interest in the property.
- [113] It further states that if the other party not having made a direct contribution to the installments, but uses their resources for other joint household expenses so as to allow the first party to more easily pay the installments out of their money, then the position is the same.
- [114] On a complete view of the evidence I find that neither of those scenarios arise in this case.



[115] Lord Morris in **Pettitt v Pettitt** [1969] 2 All ER 385, opines:-

“The Court must do its best to ascertain all the facts and then reach a conclusion ... there will be cases where there is a separate ownership of the property in a husband and cases where there is separate ownership of property in a wife and where there is joint ownership ... when the full facts are discovered the Court must say what is their effect in law ... **the Court cannot ascribe intentions which the parties never had.**” (my emphasis)

[116] Having regard to all the evidence, the Court finds no evidence of an agreement or an arrangement between the parties, nor can I find that there was any common intention to be inferred or implied from the conduct of the parties.

[117] Therefore, the Claimant's claim is dismissed.

[118] Costs to the Defendant in the sum of \$5,000.00

[119] I wish to express my gratitude to Counsel for their assistance in this matter.

[120] The following authorities were cited by or on behalf of the parties in the closing submissions in this case:

1. **Pettitt v Pettitt** [1970] AC 777
2. **Gissing v Gissing** [1971] AC 886, [1970] 2 All ER 780
3. **Burns v Burns** [1984] 1 All ER 244
4. **Abbott v Abbott** – Civil Appeal No. 32 of 2003; Privy Council Appeal No. 142 of 2005
5. **Lloyd's Bank PLC v Rossett** [1991] 1 AC 107
6. **Miller v Minister of Pensions** [1947] 2 All ER 372
7. **Gaylord v Gaylord** – Civil Appeal No. 11 of 2005
8. **Bank of Nova Scotia Trust Company (Caribbean) Ltd. v Smith-Jordan** [1970] 15 WIR 522

9. **Jean Gibbs v Sharon Otway** – GDAHCV1995/0561 Privy Council Appeal  
No. 30 of 1999



**Margaret Price Findlay**  
High Court Judge