

**COMMONWEALTH OF THE BAHAMAS
IN THE SUPREME COURT
Common Law & Equity Division
2017/CLE/gen/00114**

BETWEEN

CHRISTA CONYERS

First Plaintiff

AND

**THE ESTATE OF DEXTER CONYERS
(by the Administrator, Christa Conyers)**

Second Plaintiff

AND

D.C.B. Water Sports Company Limited

Third Plaintiff

AND

JACQUELINE CONYERS

Defendant

Before Hon. Mr. Justice Ian R. Winder

Appearances: Megan Taylor for the Plaintiffs

Wayne Munroe QC with Bridgette Ward for the Defendant

**14 August and 26 October 2017, 18 May and 14 June 2018, 7 May and 12 August
2019**

JUDGMENT

WINDER, J

This is the plaintiffs' claim for loss of property and loss of business stemming from a lien for the payment of rent by the defendant. The defendant counterclaims for moneys due and owing.

Background

1. The first plaintiff (Christa) was married to Dexter Conyers (Dexter), the nephew of the defendant (Jacqueline), who died intestate on 31 December 2016. Prior to Dexter's death, Christa and Dexter lived at #14 Kim's Crescent in an apartment complex owned by the Jacqueline for approximately 18 years.

2. On 14 March 2017 Christa was granted Letters of Administration in Dexter's Estate, which sue as the second plaintiff in this action. Christa avers that she co-owned and operated a water sports business, DCB Water Sports Company Limited (DCB) – the third plaintiff, with Dexter up to the time of his death. DCB is in the business of renting jet-skis from a local beach.

3. Following Dexter's death Christa did not return to live at #14 Kim's Crescent. However, on or about 25 January 2017 she attended the residence to collect some personal items including furniture and jet skis belonging to the plaintiffs collectively. She says that she was prevented from retrieving any of the items by Jacqueline who demanded that she return the keys to the residence and informed her that she had placed a lien over the items for monies owed by Dexter to her. Christa, then requested police assistance.

4. Christa avers that she was allowed to collect some of her belongings on the date in question as officers of the Royal Bahamas Police Force looked on, after which she left the residence leaving behind inter alia, two (2) Yamaha Wave Runner jet skis (registration numbers 219 and 252), life vests, a refrigerator, a stove, plywood and roofing shingles

which were being stored at the residence for the home that she and Dexter had begun construction on prior to his death.

5. She says that since the confrontation between her and Jacqueline in January 2017, she has requested the return of the items, however, Jacqueline has failed to do so. She claims for the value of furniture, personal items which include construction material and 2 jet skis. The property distrained by Jacqueline, is claimed to have an approximate value of \$34,500. Christa also claims for Loss of Business to DCB at \$200 per week as a result of the lien by Jacqueline, characterizing it as unlawful and illegal distress and she seeks damages for the same.

6. In her Writ of Summons filed on 3 February 2017, the plaintiffs settled their claim, in part, as follows:

9. The Defendant has not produced a demand for payment of sums owing by the Deceased nor provided to the First Plaintiff a basis upon which she asserts a right to the custody of the possessions and chattel belonging to the Plaintiffs.

10. The Defendant has failed to return the items belonging to the Plaintiffs as requested.

11. By reason of the aforesaid, the Plaintiffs have suffered loss and damage. The First Plaintiff has not had the use of her property in order to move to a new residence.

PARTICULARS OF LOSS OF THE FIRST PLAINTIFF

Value of Furniture approximately	-	\$7,500.00
Value of Goods (roofing supplies etc) approximately	-	\$10,000.00

12. The Third Plaintiff has not been able to complete approval of the fleet of Watercrafts and other business matters occasioned by the death of Dexter Conyers. The Third Plaintiff has not been able to resume the business of the company to its full operation at two of its crafts were seized by the Defendant.

PARTICULARS OF LOSS OF THE THIRD PLAINTIFF

Value of Property (Waver Runners purchased at \$9,500.00 each)	-	\$17,000.00 after depreciation
Loss of Business at \$200.00 per week (approximately) from the date of custody and continuing	-	\$200.00

13. Further the Plaintiff's claim is for unlawful and illegal distress with damages to be assessed.

14. In respect of damages awarded to them, the Plaintiffs claim damages pursuant to section 3 of the Civil Procedure (Award of Interest) Act 1992 from the date of the seizure.

AND THE PLAINTIFFS CLAIM

- (i) A declaration that the said lien/distress is void, illegal and of no effect;
- (ii) An order that the lien/distress be set aside and the property of the Plaintiffs be returned;
- (iii) Damages to be assessed from the Defendant's aforesaid lien for loss of income to the Third Plaintiff;

...

7. Jacqueline, in her Defence and Counterclaim filed on 3 March 2017, stated, in part as follows:

- 5. That paragraph 5 thereof is denied. On 25th January, 2017 the Defendant arrived at the apartment building and as she opened the vehicle door to exit her jeep, she was approached by the First Plaintiff who was waving her hands in the face of the Defendant while right up in on her; the First Plaintiff told the Defendant that the Deceased left everything for her and that there is nothing for the Defendant to get. The First Plaintiff told the Defendant that she was getting her property and at this time the First Plaintiff had already removed many of the items that she wanted, including the jeep licenced in the name of the Deceased. The First Plaintiff attempted to attack the Defendant and was restrained by her brother (Christopher Moss, the deceased son, Deangelo Conyers and others in the yard at the time). The Defendant then proceeded to walk to the apartment and discussion continued. By this time, the Defendant was next to apartment #4, and again the First Plaintiff had to be restrained from attacking the Defendant by her brother and Deangelo, who blocked the door from inside and stopped her from coming outside after the Defendant. The Defendant did not stop the First Plaintiff from removing any items from apartment #4. By the time Defendant got to the apartment the First Plaintiff had already removed most of her belongings. The Defendant then moved her vehicle further up the drive way, where the First Plaintiff continued to remove her possessions without any restraint from the Defendant. After a while the Police arrived to assist in the matter at the request of the First Plaintiff. The Defendant informed the First Plaintiff that the Deceased owed her monies for rent and she was holding some of the property in her possession which will ensure that she recovers the rents due to her from the deceased. The First Plaintiff asked the Defendant if she wanted to hold the 2 cars which belonged to her and the Defendant said no. The Defendant asked the First Plaintiff if she was removing the white Honda which the son of the Deceased drives and the First Plaintiff said no. At the end of the discussion with the Police it was decided by the First Plaintiff in the presence of the Police Officer and the

Deceased brother Braden Kerr and Deangelo Conyers and others that she would leave the 2 jet skis and that one would be held for the Deceased son, Deangelo. The Defendant asked the First Plaintiff to return the key for the apartment after she had removed her items from the apartment. The First Plaintiff then handed the key over to the Police which was then handed to the Defendant. The First Plaintiff then came and hugged the Defendant and apologized for her behaviour saying she never wanted to fight or hurt the Defendant. The First Plaintiff indicated to the Defendant that she was listening to too many people and that they were confusing her. The Defendant informed the First Plaintiff that she understands but that she is very rude and disrespectful. The First Plaintiff said yes she is. The Police left, but before leaving he asked the First Plaintiff if she was ok, she said yes and I said she is safer than the other persons. A few minutes later the First Plaintiff left.

6. That as to paragraph 6 thereof the Defendant is unable to confirm or deny what the First Plaintiff removed from apartment #4 because she removed items before the Defendant came and at this time she was not restrained from removing any items. The Defendant also stated that other items were removed from apartment #4 after she arrived at the premises and the Police Officer did not stop the First Plaintiff from removing any items out of apartment #4. The Deceased son, Deangelo Conyers still resides in apartment #4, where the majority of the items are held. The Defendant is now able to confirm that there are no roofing shingles in apartment #3, however, there are 15 plywood, 5 gas jugs various sizes, clothing of the Deceased and one life vest and 1 air pump.

7. That as to paragraph 7 thereof the Defendant's Attorneys on February 7, 2017 provided the following information to the First Plaintiff's Attorneys representing the sums due and owing the Defendant:

1. Rental of Unit #4 900x12	\$10,800
2. Rental of Unit #3 650x12	\$ 7,800
3. Rental of yard space 400x12	\$ 4,800
4. Overdue electricity bill	\$ 800
5. Funeral	\$ 1,850
6. Wrecker fees	\$ 160
7. Property damage Unit #4	\$ 5,000
8. Cleaning of Unit #4	\$ 300
9. Overdue cable bill	\$ 220
10. Insurance jet skis (2013)	\$ 2,391
11. Insurance jet skis (2014)	<u>\$ 2,885</u>
TOTAL	<u>\$37,006</u>

...

12. That paragraphs 12 and 13 thereof are denied. The Defendant stated that the Jet skis with Registration numbers 219 and 252 were not in operation at the time of the Deceased death because of some mechanical problems; and that registration #252 is not registered to the Deceased or the Third

Plaintiff. The Defendant also indicated that in 2016 Jet Ski Registration #219 was used on the black Ski and not the 219 that is with the Defendant. Additionally, the Plaintiff was advised that there were no insurance on record by the Port and therefore the skis will not be able to operate without the appropriate insurance coverage.

13. Save as herein before expressly admitted, the Defendant denies each and every allegation contained in the Statement of Claim as if the same were herein set out and traversed seriatim.

8. Jacqueline says she cannot confirm or deny that Christa and Dexter operated DCB. This, she says was not an admission that the jet-ski registration numbers belonged to DCB. Jacqueline claims that she was in fact Dexter's business partner in the water sports business when he was alive and not Christa. She says that she transferred registration numbers 103 and 123, now numbers 219 and 220 respectively to Dexter via a written Agreement dated 21 August 2012 'for his use while maintaining her interest in the aforesaid jet skis'. She and Dexter operated DCB Water Sports not DCB Water Sports Company Limited as averred by Christa. She says that she was the person who paid expenses and was responsible for annual business licence of DCB Water Sports. Moreover, Christa had no business relationship with Dexter she says.

9. Jacqueline says that Dexter first rented apartment #1 of her fourplex where he resided with Christa and their two children. He later rented units #3 and #4 from her. Dexter and Christa used unit #3 for storage of various items. The units were rented for \$650 and \$900 respectively, while the yard space for the storage of the jet-skis was an additional \$400 per month. She distrained the property belonging to the plaintiffs at #14 Kim's Crescent, with respect to the outstanding 12 months' rent contingent on the release thereof. Additionally, she says that contrary to Christa's claims, there was no agreement with her for the family to reside at the apartments until the construction of their home was complete.

10. On 25 January 2017, the night of the confrontation, Jacqueline denies having prevented Christa from removing any of her belongings, saying that most of her belongings had already been removed. She says however that she did inform Christa that

rent was owed and that she was holding some of the property in her possession to ensure that the rent was paid.

11. Jacqueline says she can neither confirm nor deny what items Christa removed from unit #4, however there were no roofing shingles in unit #3. There is however plywood, gas jugs, clothing, a life vest and an air pump in unit #3.

12. Christa moved out of #14 Kim's Crescent at the beginning of 2015 and then returned toward the end of 2016, says Jacqueline. Further, Christa did not return to the residence to live after Dexter's death. However, Dexter's adult son, Deangelo who also lived with the family, remained in unit #4 at the time the Defence in this action was filed.

13. At trial Christa along with Dexter Kerr and Rochelle Moss gave evidence on behalf of the plaintiffs whilst Jacqueline along with Deangelo Conyers, Sharad Bowe and Demyeon Bethel gave evidence on behalf of the defence. The witnesses' evidence in chief was recorded in their various witness statements and they were subject to cross-examination thereon.

14. The issues for determination are:

- i) Was there an oral agreement between Dexter and Jacqueline to pay rent?
- ii) Whether the claimed distress for rent was wrongful, excessive or otherwise illegal.
- iii) Were Dexter and Jacqueline business partners?

Was there an oral agreement between Dexter and Jacqueline to pay rent?

15. The evidence at trial was that Dexter and Christa always resided in property owned by Jacqueline, as they lived in another property owned by her prior to residing at #14 Kim's Crescent. Counsel for Jacqueline submits that the evidence is that Dexter rented two out of the four units owned by Jacqueline, together with yard space for the storage of jet-skis. They say it is undisputed that Dexter occupied the premises.

16. In her oral evidence Jacqueline told the Court that she estimated the rent arrears owed by Dexter to be somewhere in the vicinity of \$37,000.00. She claimed to have been unconcerned for the most part of the amount of arrears because whenever Dexter came into money he would settle his debt. Jacqueline admitted that there was no written rental agreement between herself and Dexter however, she maintained that he paid her rent. The last payment for rent that she re-called was sometime in December 2015. However, she says she did request payment from Dexter after that time. By her recollection at that point the arrears were 'almost twenty something thousand'.

17. Counsel for Jacqueline submitted that no evidence was presented by the plaintiffs to dispute that Dexter owed rent. They say it would be unreasonable to believe that the plaintiffs would be allowed to occupy fifty percent of the rental space in her apartment complex gratis. Indeed they say, Christa admits to being ignorant of any agreement for rent between Dexter and Jacqueline.

Whether the claimed distress for rent is excessive?

18. Christa says that she does not owe Jacqueline rent. Her counsel relies on the Distress For Rent Act, to say that Jacqueline has distrained the property in question contrary to the Act (still framed in old English) at sections 2 and 5 as follows:

"2 When any goods or chattels shall be distrained for any rent reserved and due upon any demise lease or contract whatsoever and the tenant or owner of the goods soe distrained shall not within five dayes [next] after such distresse taken and notice thereof (with the cause of such takeing) left at the chiefe mansion house or other most notorious place on the premises charged with the rent distrained for replevy the same with sufficient security to be given to the sheriff according to law that then in such case after such distressed and notice as aforesaid and expiration of the said five dayes the person distraining shall and may with the sheriff or undersheriffe of the county or with the constable of the hundred parish or place where such distresse shall be taken (who are hereby required to be aiding and assisting therein) cause the goods and chattels soe distrained to be appraised by two sworne appraisers (whom such sheriff undersheriffe or constable are hereby empowered to sweare) to appraise the same truly according to the best of their undertakings and after such appraisement shall and may lawfully sell the goods and chattels soe distrained for the best price can be gotten for the same towards satisfaction of

the rent for which the said goods and chattels shall be distrained and of the charges of such distresse appraisalment and sale leaveing the overplus (if any) in the hands of the said sheriff undersheriffe or constable for the owners use."

[Emphasis added]

Wrongful distress can be found at section 5 of the Distress for Rent Act as follows:

"5 In case any such distresse and sale as aforesaid shall be made by virtue or colour of this present Act for rent pretended to be arrears and due where in truth no rent is arrears due to the person or persons distraining or to him or them in whose name or names or right such distress shall be taken as aforesaid that then the owner of such goods or chattels distrained and sold as aforesaid his executors or administrators shall and may by action of trespass or upon the case to be brought against the person or persons so distraining any or either of them his or their executor or administrators recover double of the value of the goods or chattels so distrained and sold together with full costs of suite."

[Emphasis added]

19. Christa submits that the plaintiffs are entitled to damages for what they say is an illegal distress by Jacqueline as per *Interoven Stove Co. Ltd. v FWH Hibbard and PF Painter (trading as Odell, Hibbard & Co.) and Sir H Percy Shepherd 1936 1 All ER 263*. Further they say, there were no arrears at the time the distress took place. They say the distress is therefore wrongful (irregular) and illegal.

20. Jacqueline relies on section 12 of The Distress for Rent Act (No.2) as follows:

"...It shall and may be lawful to and for the landlord or landlords, where the agreement is not by deed, to recover a reasonable satisfaction for the lands, tenements, or hereditaments held or occupied by the defendant or defendants in an action on the case, for the use and occupation of what was so held or enjoyed; and if in evidence on the trial of such action any parol demise, or any agreement (not being by deed) whereon a certain rent was reserved, shall appear. The plaintiff in such action shall not therefore be non suited, but may make use thereof as an evidence of the quantum of the damages to be recovered."

They also rely on section 50 (1) and section 62(1) of the Probate and Administration of Estates Act, 2011 respectively as follows:

"50(1) Where a person dies intestate, his real and personal estate, until administration is granted, shall vest in a Justice of the Supreme Court."

“62(1)The real and personal estate, whether legal or equitable, of a deceased person, to the extent of his beneficial interest therein, and the real and personal estate of which a deceased person in pursuance of a general power disposes of by his will, are assets for payment of his debts (whether by specialty or simple contract) and liabilities, and any disposition by will inconsistent with this enactment is void as against the creditors, and the court shall, if necessary, administer the property for the purpose of the payment of the debts and liabilities.”

21. The law of distress is only available to enforce an obligation to pay rent in a lease or tenancy. The landlord as an individual, in this case Jacqueline, may levy the distress herself. Under this ancient remedy the landlord may seize and impound items, regardless of who the owner is by taking control of them, where they were seized. The landlord's remedies are designed to protect her right to distrain by imposing sanctions on the tenant who secretly removes her goods to prevent distress or who retakes them after seizure. The landlord may distrain for any arrears of rent accrued due under the tenancy during the period of six years ending on the day before levy as per section 31 of the Limitation Act.

22. Christa submits that the distress for rent levied by Jacqueline was 'irregular, illegal and likely excessive'. An illegal distress is generally one which is unlawful from the beginning – void ab initio, where the landlord distrains when there are no rent arrears, as is the claim by Christa. It is irregular where the seizure was legal but the distress is then subsequently improperly conducted. Excessive distress occurs where the value of the goods taken is obviously disproportionate to the outstanding rent. In this case, the assessment of value of the items distrained would be made by Jacqueline or the bailiff unless Christa requested a valuation. Further, any remedy available to the plaintiffs would differ based on the type of distress being claimed. The remedies available to an aggrieved tenant depend upon whether the distress is unlawful or excessive. If the distress was excessive, the tenant's only remedy at law is an action against the landlord or the bailiff for damages. She may recover damages for the temporary deprivation of her goods (*Baylis v Usher (1830) 4 M. & P. 790*). Where the distress is illegal the tenant has the

choice of several remedies. Before impounding she may take the goods. If the goods are sold she may replevy. Alternatively, she may claim damages.

Were Dexter and Jacqueline business partners?

23. Jacqueline says that based on Christa's evidence, it was apparent that Dexter did not discuss his business affairs with her. She contends that there was a historic business relationship between her and Dexter. She relied on the written Agreement dated 21 August 2012 between she and her nephews - Dexter, Demyeon Bethel, Robert Bethel. The Agreement represented that the four (4) operated a business called JacDenJonBer Water Sports. The terms of the Agreement are set out as follows:

THIS TRANSFER AGREEMENT made on the 21 Day of August A.D., in the year of our Lord Two Thousand and Twelve Between Demyeon Bethel, Dexter Conyers, Robert Bethel and Jacklyn Conyers currently operating as JacDenJonBer Water Sports”.

After a meeting with the partners, and careful consideration, I As the Majority Owner, decided to craft this agreement to assist my nephews, Namely Demyeon Bethel, Dexter Conyers and Robert Bethel in establishing themselves in the Water Sports Industry by transferring to them the following Wave Runner Numbers:-

101
102
103
123
600
601

NOW THIS ENDENTURE NOW WITNESSETH that in consideration, they agree as follows:-

1. That these transfer(s) shall not be interpreted as I Jackie Conyers relinquishing my interest in the forementioned numbers.
2. That the numbers cannot be Assign, Pledge, Transfer or Compromise in any manner to a third party.
3. That I will act as a silent partner to oversee and manage each company as necessary.

...

Jacqueline maintained in her evidence that she and Dexter were business partners. The evidence was that she had initially entered into an agreement with more of her nephews, but personal difficulties arose between the young men and it was decided that the nephews should all branch out on their own. Jacqueline says however that she maintained her interest in their respective water sports businesses, as she was the person in whose name the registration numbers for the jet skis were held.

24. In her oral evidence Jacqueline told the Court that Dexter would pay her a profit from the jet-ski operation. Deangelo in his evidence confirmed that he witnessed Dexter give Jacqueline money over the years, although he was not privy to what the money was for. Sharand Bowe also testified that in 2006-2007 he had been in the jet ski operation business with Dexter and Jacqueline. He believed that Jacqueline owned registration numbers which they had used to operate the business.

25. Demyeon Bethel, another one of Jacqueline's nephews told the Court under cross-examination that Jacqueline and his mother Lenora Conyers had gotten the jet skis numbers. The women also purchased the first jet skis that were used for JacDenJonBer. Even after the split between the nephews, he says, they continued to share the profits with Jacqueline. Further, because of the split they had to go before the Port Authority Board who approved the transfer of some of the registration numbers to the nephews. Jacqueline contends that Demyeon's testimony is evidence that there was a business relationship between Dexter and Jacqueline and that the Port Authority was aware that there was a family arrangement regarding the registration of the jet skis even if Christa was not aware.

26. Under cross-examination Christa told the Court that Dexter had not discussed the agreement with JacDenJonBer with her. She was challenged on her position that DCB was started in 2012, while the National Insurance Board Registration documents in evidence indicate that the business was started on 27 January, 2017 (less than one month after Dexter's death). Christa's explanation was, since Dexter was no longer alive she had to licence the jet skis herself. Jacqueline points out that the business licence for DCB

was issued on 22 February 2017 and was issued in the names of the deceased Dexter as well as Christa. She says that this shows that Christa was not truthful in her evidence. The documents proffered having been issued and obtained after Dexter's death, cannot speak to the ownership of DCB. Further Christa admitted during her oral evidence that Dexter reported to NIB during the years 2012 to 2017 and she was not involved with the reporting.

27. Neither of Christa's witnesses, Dexter Kerr (brother of Dexter Conyers) or Rochelle Moss (Christa's sister), could support the claim to Christa being involved in the watersports business. Dexter Kerr (brother of Dexter Conyers) gave evidence that he was not involved in the jet ski business but, he was aware that there was a business. Rochelle Moss (Christa's sister) told the Court that she could not speak to the business relationship between Christa and Dexter.

Analysis and Disposition

28. I generally preferred the evidence of Jacqueline to that of Christa in this matter. On balance, having considered the evidence and observed the demeanour of the witnesses as they testified, I am not persuaded that Jacqueline allowed Dexter to occupy two of the four units in her fourplex for years absolutely gratis. In fact, her evidence was that she had a mortgage on the property and it would simply not have been practical for her to forgo the rent. Christa's position is unreasonable and untenable in the circumstances and convinces me that she was indifferent to how Dexter ran his affairs while he was alive. It also gives credence to Jacqueline's claims of the same.

29. I am satisfied that Dexter, and by extension his estate owed rent in the amount of \$18,600 for units 3 and 4. I did not accept that any agreement existed for the rental of yard space given the business relationship (see below) and the rental of a substantial portion of the Kim's Crescent complex. Jacqueline would have been well within her rights as landlord to levy the distress in pursuit of her outstanding rent. The problem, in my view, was that:

- (1) there was no formal demand for any rent by Jacqueline; and
- (2) having distrained against goods she did not secure them.

I did not accept Christa's submission that the distress was illegal because there was no rent due. I did accept however that the process was infected by a failure to formally demand the rent and more importantly the irregularity caused by the fact that the distress was improperly conducted. Rather than securing the distrained goods Jacqueline permitted, in the case of the furniture, the property to be utilized by others such as Deangelo, who took over occupation of the property. In all the circumstances that distress for rent was unlawful entitling Christa to damages.

30. I am satisfied that Christa and Dexter's estate should be awarded damages for wrongful distress in that the value of the goods, having regard to the time which had elapsed. I will award the sums prayed in respect of loss of furniture of \$7,500 however, accepting Jacqueline's evidence as to the building material actually seized, I will only award a sum of \$3,000. As I also accept Jacqueline's evidence that the jet skis were inoperable due to mechanical issues and uninsured, I will award only \$8,000 for them both. On the question of loss of business, having regard to the business relationship (see below) and the fact that the jet skis were not in operation and uninsured, no loss of business could be claimed.

31. I therefore award Christa and Dexter's estate the sum of \$18,500.

32. I accepted Jacqueline's evidence that she was business partners with Dexter. I was not convinced, that Christa participated in the business of Jet Ski rentals in any or any meaningful way with Dexter before he died. The documentary evidence that she provided inter alia from the National Insurance Board did not assist in proving her claim.

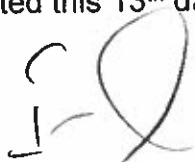
33. I will award Jacqueline the sum of \$21,238 on her counterclaim made up as follows:

- (a) Dexter's estate to pay Jacqueline 12 months' rent for the year 2016 for units #3 and #4 in the Kim's Crescent complex in the amount of \$18,600.
- (b) As Jacqueline has claimed to have profited from the running of the jet-skis I will award half of the insurance premiums being claimed for the years 2013 (\$2,391) plus 2014 (\$2,885) = \$5,276/2 for a total of \$2,638.

I made no award with respect to the various smaller amounts counterclaimed by Jacqueline, including property damage. I did not find on the evidence, which I accept, that these amounts were proven.

34. The sums owed between the parties may be set off. I make no order for costs as both sides were successful in the various aspects of their claim and counterclaim.

Dated this 13th day of August 2021

A handwritten signature in black ink, appearing to be 'I. R. Winder', written in a cursive style.

Ian R. Winder

Justice