THE EASTERN CARIBBEAN SUPREME COURT
IN THE HIGH COURT OF JUSTICE

(CIVIL)
ANGUILLA

CLAIM NO.: SLUHCV 0086/1996

BETWEEN

EUSTACE HOBSON
(DBA EUSTACE HOBSON AND ASSOCIATES)

Claimant

vs

1. QUINCY GUMBS
2. FAIR PLAY MANAGEMENT

Defendant

Appearances:
Mr. M. Brantley for Claimant
Mr. T. Astaphan for Defendant

2003: January 20, 21
February 7
2004: December 13

JUDGEMENT

Background Facts

[1] EDWARDS J: Mr. Eustace Hobson is an Architect doing business under his firm name Eustace Hobson Associates in St. Kitts.

[2] Mr. Quincy Gumbs is a Preacher, Businessman and Managing Director of Fair Play Management Services Limited, a Company Registered in Auguilla (*the Company*). Mr. Gumbs is the major shareholder of the Company.

[3] Mr. Hobson and Mr. Gumbs are cousins. The parties contracted in 1992 for Mr. Hobson to provide professional services for the construction of a Commercial Building Complex known as Fair Play Office Complex at the Valley in Anguilla.

[4] This contract was partly written and partly oral. It required Mr. Hobson to provide architectural and other related services, including Electrical and Plumbing Services. Mr. Hobson provided these services between 31st July to August 1992.

[5] Mr. Hobson's total fee was originally EC$550,000.00. The parties do not dispute that this was reduced to EC$500,000.00 during the building of the complex, representing 10% of the estimated construction cost of the project.

[6] Construction began in August 1992 and was completed in August 1994. On the completion of the Complex Mr. Hobson did not collect his fee.

[7] An oral term of the Contract required Mr. Gumbs and the Company to reimburse Mr. Hobson for travel, telephone, prints of drafting plans, and certain other related expenses incurred in performing under the contract, in addition to his EC$500,000.00 fees. Mr. Hobson was reimbursed these expenses on an ongoing basis upon presentation of a bill.

[8] The parties dispute whether salaries totaling EC$19,633.93 that Mr. Hobson paid to his 2 Draftsmen and Engineer for their work on the project is reimbursable expenses under the contract. Mr. Gumbs contends, while Mr. Hobson denies that this EC$19,633.93 should be subsumed in the EC$500,000.00 fees.

[9] Though the parties do not dispute that it was an oral term of the agreement to postpone the payment of Mr. Hobson's fees, they dispute the reason for the postponement, and the sum that Mr. Hobson is presently entitled to under the contract. Mr. Hobson contends that they orally agreed that his $500,000.00 fees would be invested in the complex. Mr. Gumbs denies any such agreement. According to Mr. Gumbs, payment of the fees were deferred to enable Mr. Gumbs and the Company to secure financing and no time limit was set for payment.

[10] After prolonged attempts by Counsel for the parties and a Mediator to resolve their differences, these problems have remained unresolved.

[11] By Writ of Summons filed on the 3rd October 1996 and the 23rd October 1996, Mr. Hobson has claimed the following –

> *"1. The sum of EC$702,322.05, representing the balance due and owing on EC$933,872.80 being 10% equity in the Fair Play Office Complex (now valued at US$3,484,600.00 or its*

equivalent EC$9,338,728.00) less the sum of EC$324,928.00 paid by the Defendants to the Plaintiff's Solicitors plus 10% collection fees in the sum of EC$93,387.28.

2. *Interest on the balance due and owing until payment or Judgment in such amount as the Court deems just.*
3. *Costs.*
4. *Damages for loss of Revenue.*
5. *Further and other relief as the Court deems just".*

[12] At the trial, the parties admitted that a total sum of EC$417,043.08 had been paid on account to Mr. Hobson. Further, that this sum included the transfer to Mr. Hobson of a ¼ acre of land valued at EC$27,000.00 and the payment of transfer fees EC$1,344.41, after December 1996.

[13] Under cross examination, Mr. Gumbs reluctantly admitted that Mr. Hobson would be entitled to interest on his fees from the time he completed his professional services.

[14] Consequently, the salient issues to be determined are –

(a) What did the parties intend when they agreed to postpone the payment of Mr. Hobson's fees?
(b) Based on their terms of agreement, did the parties intend the EC$19,633.93 to be reimbursable expenses or a part of the EC$500,000.00 fees?
(c) Should the date on which the ¼ acre of land was registered in Mr. Hobson's name be regarded as the date of payment for the purposes of calculating interest?
(d) In accordance with their common intention, is Mr. Hobson entitled to be paid a sum representing 10% of the equity in Fair Play Office Complex Building as at the date of filing of the Writ with reasonable interest thereon on the declining balance, less the sum of EC$417,043.08 already paid?

[15] The pleadings and evidence also divulge collateral issues relating to the reason for the reduction of Mr. Hobson's fees to EC$500,000.00 and the number of drawing plans that Mr. Hobson gave to Mr. Gumbs. There is also the issue concerning the extent and sufficiency of the electrical and plumbing details on the drawing plans.

[16] In my view, the testimony of the parties concerning these collateral issues goes to the credibility of the witnesses generally. My assessment of their credibility on these issues will assist me in deciding which of the two diametrical versions of facts on the central issues I accept.

[17] I will now proceed to consider the first issue.

The Reason for Postponing Payment

[18] Mr. Hobson testified that Mr. Gumbs told him orally after the 31st July 1992, that he was experiencing cash flow problems, and invited him to invest his fees in the Complex. He accepted this invitation and decided to take a chance. He subsequently called Mr. Gumbs and requested written confirmation of this oral term in the agreement. Mr. Gumbs has denied this.

[19] By letter dated 14th July 1993 Mr. Gumbs wrote to Mr. Hobson the following letter (Exhibit "*EH3*"): *". . .RE: INTEREST IN FAIR PLAY OFFICE COMPLEX, THE VALLEY, ANGUILLA ("THE COMPLEX")*

> *This confirms that Mr. Eustace Hobson has an equity value in the above mentioned project, valued in accordance with all completed components – A, B, C, D, E as mentioned in Hobson's letter dated 31st July 1992.*
>
> *These components will however not exceed 10% of the estimated cost of completion which is EC$500,000.00.*
>
> *It is further agreed that Mr. Hobson's interest will be adjusted to include the cost of a ¼ acre of land, south central, Block 38712B part of Parcel 133, cost US$10,000.00 and any other sums that will be mutually agreed upon between Mr. Hobson and Mr. Gumbs.*
>
> *……*
> *Quincy Gumbs".*

[20] Apparently Mr. Hobson requested further confirmation of the agreement from the Solicitor for Mr. Gumbs. This resulted in the following letter. (Exhibit "*EH4*") dated 15th July 1993 from Mr. Gumbs' Solicitor to Mr. Hobson:

> "*Dear Mr. Hobson:*
>
> *RE: INTEREST OF MR. HOBSON IN FAIR PLAY OFFICE COMPLEX, THE VALLEY, ANGUILLA ("THE COMPLEX")*
>
> *I am instructed by Mr. Quincy Gumbs, Managing Director of Fair Play Management Services Limited ("The Company") to confirm to you the following:*
>
> 1. *That your good self has an equity interest in the Complex valued in accordance with items A, B, C, D and E contained in your letter of 31st July, 1992.*
> 2. *That these components – and hence your equity interest – shall in no event exceed ten percent (10) of the estimated completion cost of EC$5,000,000.00.*

3. *That included in said interest – and therefore forming an element of said maximum of 10% - are the value of the following real and personal property flowing to you from Mr. Gumbs and/or the company;*
    (a) ¼ acre parcel of land in Anguilla registered as REGISTRATION SECTION: SOUTH CENTRAL BLOCK 38712 B part of PARCEL 133 valued at US$10,000.00;
    (b) The on-site cost of any and all goods and materials supplied to you by Mr. Gumbs and/or the company;
    (c) Any money's mutually agreed between Mr. Gumbs and/or the company and yourself that will flow to you.

I shall be grateful to receive your confirmation of the above by return fax at your earliest convenience.

Yours sincerely

Sgd.T.A.
Thomas WR Astaphan
Soliciutor
TWRA/bp

c.c: Mr. Quincy Gumbs
Fair Play Management Services Limited".

[21] Mr. Gumbs gave an explanation for these 2 letters. He testified that in July 1993, Mr. Hobson telephoned him requesting written evidence to give his auditors to show that his architect's fee of E.C.$500,000.00 was secured. That in response to his request that he fax him back in writing what was acceptable to the auditors, Mr. Hobson faxed him a statement saying "***this is to certify that I have an interest in Fair Play Commercial Complex***".

[22] Mr. Gumbs testified further that he amended Mr. Hobson's faxed statement, limiting the interest to not exceeding E.C.$500,000.00, and sent him the confirmation he requested on the 14th July 1993. While Mr. Hobson could not recall sending this faxed statement to Mr. Gumbs, he denied telling Mr. Gumbs that his auditors needed the requested confirmation.

[23] Mr. Gumbs said further that he gave his Solicitors instructions to send the second letter, after Mr. Hobson had telephoned him again on the 14th requesting confirmation from his Solicitors. Mr. Gumbs' explanation for the missing fax was that he had destroyed it after responding to Mr. Hobson's request.

[24] Mr. Gumbs also testified that payment of Mr. Hobson's fees was deferred because Mr. Hobson was not in immediate need of money. That it was entirely up to Mr. Hobson to demand his fees at any time. That had Mr. Hobson demanded his payments in stages of

work progress, he would have been able to pay him, even though it was clear from the outset that Mr. Hobson would wait until they had secured a loan for the project.

[25] Mr. Gumbs pointed to a subsequent correspondence from Mr. Hobson's lawyer dated 15th February 1996 (Exhibit "*QG7*") to support his version of the events.

[26] This was a letter written by Mr. John Benjamin on behalf of Mr. Hobson after Mr. Hobson wanted Mr. Gumbs to pay him $150,000.00 cash to start building his house in St. Kitts.

[27] Despite Mr. Hobson's conflicting evidence as to when in 1996 he discovered that his name had not been entered in the register of Shareholders for the Company, it would seem from this letter that prior to the 15th February 1996 he was aware of this.

[28] Mr. John Benjamin wrote Mr. Gumbs on the 15th February 1996 thus:-

> "*RE: STACY HOBSON'S INTEREST IN FAIR PLAY BUILDING OR GROUP OF COMPANIES*
>
> *Thanks very much for the opportunity to discuss the above matter with you yesterday*.
>
> *Stacy spoke with me this morning via telephone after discussing the matter with his wife. Based on our discussion we would like to put the proposal herein below stated to you for your consideration and approval.*
>
> *PROPOSAL*
> 1. *Stacy Hobson be paid the sum of EC$150,000.00 in cash.*
> 2. *That the said Stacy Hobson be given 7.5% share in the Company that owns the leasehold and the building or the equivalent of EC$350,000.00 interest in the said company, taking into account what would have been the value of EC$500.000.00 had this sum been paid on the due date.*
> 3. *Shares could be transferred from one or more shareholders on an equity basis to arrive at the 7.5%.*
>
> *REASON*
> *Stacy being a family member participates in the venture as an investment in the future development of the Fair Play Group. He did not see it as a fee earning job thus one would have expected that he would have been listed among the shareholders of the Company.*
>
> *CONCLUSION*
> *I trust that you will be able to persuade the other shareholders to bring Stacy Hobson on board and also the bank so that it would immediately reduce the indebtedness of the Company by EC$350,000.00.*

I await your response to this suggestion before I put to you the terms of our discussion yesterday 14th February 1996.

Yours sincerely,

Sgd.JB
John Benjamin
Solicitor"

[29] The response to this Proposal became evident at a Meeting held at the Corporate Office on the 9th April 1996, where Mr. Gumbs, Mr. John Benjamin, and Mr. And Mrs. Hobson were present.

[30] An unsigned letter to Mr. Hobson dated 14th May 1996, purportedly written by the Secretary to the Board of Directors Ms. Vincia Gumbs, set out what took place at this meeting.

[31] It appears from this document (Exhibit "*QG10*"), and the evidence, that Mrs. Hobson articulated Mr. Hobson's position concerning his fees while he remained silent throughout the meeting.

[32] Referring to Mrs. Hobson's performance this letter (Exhibit "*QG10*") stated:

> ". . .
> 1. *She expressed an interest in receiving a cash payment of EC$150,000.00 which in itself was breach of our original understanding.* (My emphasis)
> 2. *She wanted the balance to be converted to shares which was not to be integrated into any of the building liabilities.*
> 3. *She wanted a monthly income regardless of the building financial obligation. We responded by paying the $150,000.00 and reviewing the statements and demands made by Mrs. Hobson. Our response is as follows:*
>
> *(a) There is nothing consistent in Mrs. Hobson's ideas with modern day investing and share holding practices and obligations.*
> *(b) Her wish to disassociate yourselves from any liabilities of the Company, destroys the integrity of investment.*
> *(c) Her desire to be paid a portion of the monthly rent is not practical, and is unheard of in present day investment.*
>
> *We view the entire tone of her discourse as confrontational and worse, a recipe for distrust and friction. It is clear that the whole tone of Mrs. Hobson's argument was driven by the need for quick returns, an investment that is completely opposite to our approach, which is at best a long term return in five years. It is clear from comments made, that your present financial position would not allow you to wait that long for a return or even risk loosing that investment.*

As a fair compromise we have decided to pay you out the amount of EC$500,000.00 notwithstanding the following.

1. *The construction of the building was approximately $4.5 million E.C.*
2. *Components of the $500,000.00 not relevant to the transaction.*
3. *Only 70% of the schedule of services were provided.*

We feel that it was a principal position we took and that the good faith of that position must not be destroyed. In view of the fact that we have given away so much in 1-3 above, we consider the matter to be closed on conclusion of our final payment, which we hope to complete by December 1996".

[33] The submissions of both Counsel depend on certain inferences and deductions they have made from the conduct of the parties between July 1993 and April 1996, their exhibited correspondence, the explanations they have given and their credibility.

[34] Learned Counsel Mr. Astaphan has interpreted the two 1993 letters as disclosing no agreement that Mr. Hobson was given any proprietary interest whatsoever in the Complex in exchange for his fees.

[35] He argued that the fact that Mr. Hobson made the proposal which was rejected in the 1996 letter, confirms that the statements in the 1993 letters were made merely for the purpose of accommodating Mr. Hobson with information for his auditor as to the security of his fees.

[36] Focusing on the law relating to Equitable Charges, Liens, and Architects Building Contracts Mr. Astaphan submitted that the two 1993 letters gave Mr. Hobson only an equitable charge in the Complex to secure the payment of his professional fees. Further, that this equitable charge has been extinguished, since to date Mr. Gumbs had paid a total of EC$450,000.00 to him on account of his fees.

[37] Mr. Astaphan referred to the following authorities: Law of Mortgage by Fisher and Lightwood 11th Edition, Chapter 2, pages 25 to 27; Halsbury's Laws of England 3rd Edition, (1958) Vol. 24 – Lien paras 311 to 325; Vol. 3 – Building Contracts, Architects and Engineers, paras 1077 to 1080. These authorities state the relevant law as follows.

[38] An equitable charge arises out of an agreement between the parties. It is created by a charge or direction in a statement, will or other instrument, whereby real or personal property is expressly or constructively made liable or specifically appropriated to the discharge of a debt, portion, legacy, or other burden, or declared to be subjected to a charge for securing the debt; no debt is implied, but a right of realization by judicial process is conferred: (Law of Mortgage supra para 22 at page 25 and para 2.4 at page 27)

[39] Further, where an equitable charge exists, it does not pass either an absolute or a special property in the subject of the security to the creditor, nor any right to possession. In the

event of non-payment of the debt, the creditor's right to realization is by judicial process: (Law of Mortgage supra para 2.1 at page 25)

[40] The rights created by an equitable charge correspond with the rights that arise under actual liens, subject to the terms of the contract by which the agreement is effected: (Law of Mortgage supra, para 2.2 at page 25).

[41] It would seem that a tender by the debtor of the amount due to the creditor puts an end to the creditor's equitable charge, though a demand by the creditor for a larger sum than is covered by the equitable charge does not constitute a wavier of the equitable charge: (Halsburys supra, Vol. 24, para 315).

[42] On the other hand, learned Counsel Mr. Brantley's submissions included arguments relating to Misrepresentation, Fraud, and Estoppel, which were not specifically raised in the pleadings of the Claimant.

[43] In my view the strength of Mr. Brantley's submissions is apparent in his analysis of the existing disparities between the defence pleaded, Mr. Gumbs' testimony, other evidence relating to the wording in the two 1993 letters, and Mr. Gumbs' comments about his choice of words in these letters.

[44] Learned Counsel Mr. Brantley found it significant that in paragraph 12 (b) of the Defence, there was no mention that Mr. Hobson had sent a faxed statement of what was acceptable to the auditor.

[45] Paragraph 12 (b) pleaded "*It was explained to the Plaintiff by the 1st Defendant on the telephone that the Plaintiff had mechanic's lien in relation to his unpaid fees of EC$500,000.00 in the building and that this equity was sufficient security for the Plaintiff. The Plaintiff agreed and request the 1st Defendant to forward the letter referred to above*".

[46] It was also significant, he argued that for the first time in the protracted 7 years dispute Mr. Gumbs' version about the faxed statement was mentioned in his Witness Statement, while at the trial no evidence was adduced about the pleaded mechanic's lien explanation given to Mr. Hobson by Mr. Gumbs and Mr. Hobson's agreement with it.

[47] Mr. Brantley also zoomed in on the letter dated 13th March 1998, which Mr. Gumbs wrote to the Mediator Mr. Bob Yorke after this suit had been filed. Mr. Gumbs tendered this letter in evidence s (Exhibit "*QG25*").

[48] Speaking of the letters that he was providing Mr. Yorke with for his information, Mr. Gumbs wrote to Mr. Yorke: "*In one of these letters you will find reference to an interest in the complex by Mr. Hobson. He insisted on having something in writing for his Auditors and Attorney to prove that he was not paid, and I instructed my Staff and Attorney to use the term interest in so as to express my full commitment to this debt. . .*".

[49] Mr. Brantley's final attack on the sincerity of the Defence, and the credibility of Mr. Gumbs, was reflected in his submissions concerning the second 1996 letter (Exhibit "*QG10*") where Mrs. Hobson's request for EC$150,000.00 was described as being "***in itself***" a "***breach of our original understanding***".

[50] Mr. Brantley interpreted this statement as an admission by the Defendants that it was agreed that Mr. Hobson's fees were to be invested in the Complex. Otherwise he argued, it could not have been regarded as a breach of the original understanding since the request would have accorded with Mr. Gumb's testimony that no time limit was set for the payment of the fees which Mr. Hobson could demand at any time. It follows also in my view, that the request for $150,000.00 could not have been regarded as a breach of "*a mechanic's lien*" as pleaded in the Defence.

[51] I was not impressed with Mr. Gumbs' vain attempt to explain away the said comment in the letter about Mrs. Hobson's request. It is highly unlikely that he was there, referring to Mrs. Hobsons' involvement and control of the meeting.

[52] Having carefully considered the rest of the evidence and the submissions of Counsel which are not apparent in this Judgment, I remind myself that I am concerned here not with Mr. Gumbs' state of mind at the material times, but with his state of mind which a reasonable observer of Mr. Hobson and Mr. Gumbs' conduct would assume Mr. Gumbs to have had at the material time.

[53] As a reasonable observer of their conduct, I endorse the submissions of learned Counsel Mr. Brantley. I find that Mr. Hobson's version of the events on this issue is more credible and probable than Mr. Gumbs'.

[54] I find that the witnesses agreed orally that Mr. Hobson's fees would not be paid to him but would be invested in the Complex since there was a cash flow problem. I find also that this oral agreement was reduced to writing in the second letter written in 1993 by the Solicitor for Mr. Gumbs.

[55] Counsel Mr. Brantley cited the dictum of Earl of Selbourne LC in Attorney General of Ontaria –vs- Mercer [1883] AC 767 at page 778 where he opined: "*It is a sound maxim of law, that every word ought, prima facie, to be construed in its primary and natural sense, unless a secondary or more limited sense is required by the subject or the context*".

[56] Guided by this maxim, in my view in its primary and natural sense the words "***equity interest***" appearing in the letter (*EH4*) dated 15th July 1993 means that Mr. Hobson has an actual proprietary right in the Fair Play Office Complex Building from the date of its completion, similar to an interest under a trust. The context of this letter, and the subject of this letter do not permit Learned Counsel Mr. Astaphan's interpretation that what was conveyed to Mr. Hobson was an equitable charge in my view.

[57] I therefore conclude that the parties had a common intention that Mr. Hobsons' fees be invested in the Complex, and the Proposal put forward in February 1996 was merely a proposed variation of that agreement.

Mr. Hobson's Present Entitlement

[58] The remaining 3 issues will be dealt with under this heading.

[59] The 2 Draftsmen and Engineer that Mr. Hobson employed were performing professional services for Mr. Hobson relating to the Complex. Mr. Hobson testified that the services they performed were because of variations that Mr. Gumbs made during the building of the Complex. Mr. Hobson's evidence was not clear as to what exactly was done by the 2 Draftsman and the Engineer that would qualify as additional services. The periods that the $19,633.93 relate to are for 6 weeks to 6th August 1992 = $8,563.92
from 10th August 1992 to 16th October 1992 = $11,022.51 and
from 19th October 1992 to 21st December 1992 = $2,483.15

[60] Mr. Gumbs has always disputed these amounts as reimbursable expenses from the time each bill was presented on the 6th August 1992, 22nd October 1992 and 21st December 1992 respectively.

[61] In light of the letter (Exhibit "*QG22*") dated 4th January 1993 which substantiates Mr. Gumbs' evidence that Mr. Hobson's Electrical drawings were deficient in details, and other credible evidence from Mr. Gumbs concerning other deficiencies, the state of the evidence is equivocal.

[62] As a reasonable observer of the conduct of the parties on their evidence, I conclude that there was probably no agreement between the parties that the $19,633.93 would be reimbursed by Mr. Gumbs in addition to the payment of Mr. Hobson's $500,000.00 fees.

[63] As for the date on which the sum of $27,000.00 should be applied as a payment on the account of Mr. Hobson's fees, I answer as follows.

[64] There is no evidence before me that Mr. Hobson took possession of the land in question prior to the date the Transfer was registered in his name.

[65] In the absence of such evidence it seems just and equitable to declare that the $27,000.00 should be applied as a payment from the date Mr. Hobson was registered as owner.

[66] Finally, based on my conclusion on the first issue, I have considered the rival arguments of both Counsel as to what sum of money Mr. Hobson is entitled to be paid.

[67] Both Counsel have made submissions at length concerning the Valuation Report of Mr. Cecil Niles which was exhibited as "*EH7*". This Report is dated 5th July 1995 and the value of the building is stated as between US$2.878,400.00 to US$3,289,600.00.

[68] Mr. Hobson has chosen the higher value being EC$9,338,728.00; and has pleaded that he is entitled to 10% of that value which is EC$933,872.80. This sum is pleaded as representing 10% of the equity in the Fair Play Office Complex.

[69] Despite my limited knowledge of accounts, in my view this cannot be right, since no reference has been made to the liabilities outstanding then on the building.

[70] It is therefore impractical and imprudent for the Court at this time to be specifying what 10% of the equity in the Fair Play Office Complex is.

[71] I consider it sufficient to state therefore that the alternative method of doing justice between the Parties as submitted by Learned Counsel Mr. Brantley should be employed. This seems to be a more practical approach in light of Mr. Gumbs' admission that Mr. Hobson would be entitled to interest on his EC$500,000.00 fees from the date he completed his professional services.

[72] However, there is no evidence before me as to when it was that Mr. Hobson completed his professional services.

[73] Counsel Mr. Brantley also urged me to find that Mr. Hobson was entitled to damages to compensate him for the loss of use of and access to his funds over the near decade since he made his agreement as to fees, and for the willful conduct of the Defendants in forcing the Claimant to seek relief in Court.

[74] I do not see on what basis I can award Mr. Hobson damages in the absence of evidence of any peculiar damages he may have suffered as a result of Mr. Gumbs' conduct. I consider an award of interest adequate in all the circumstances.

Conclusion

[75] I therefore enter Judgment for the Claimant in the following terms –

(i) Mr. Hobson is entitled to be paid his fees of $500,000.00 from the date he completed his professional services.

(ii) He is also entitled to be paid Interest on the $500,000.00 at Commercial Rate from the date the $500,000.00 became due and payable and continuing on the declining balance, taking into account all the sums already paid until the debt is fully satisfied.

(iii) He is to be paid Prescribed Costs pursuant to PART 65.5 (2) (a) and (3) of the Civil Procedure Rules 2000.

(iv) The Value of the Claim is the sum the parties agree to as representing the balance outstanding inclusive of interest, as at the date of delivery of this Judgment.

Dated this 2nd day of December, 2004

……
OLA MAE EDWARDS
High Court Judge