

THE EASTERN CARIBBEAN SUPREME COURT
IN THE HIGH COURT OF JUSTICE
ANTIGUA AND BARBUDA

CLAIM NO: ANUHCV 2010/0189

BETWEEN:

TERRANCE SANSOM

Claimant

and

COLIN TURNER

Defendant

Appearances:

Ms. Shahida Ali-Schneider and Ms. Stacey-Ann Saunders-Osbourne for the Claimant
Mr. Dane Hamilton Q.C. and Mr. D. Raimon Hamilton for the Defendant

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2010: November 24, 25

2011: May 25
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JUDGMENT

- [1] **MICHEL, J.:** The Claimant, Terrance Sansom, is an Englishman who over the years developed an affinity to Antigua and Barbuda to the extent that, according to his evidence, he now spends two thirds of his time in this country and only one third in his native England. The Defendant, Colin Turner, is a national of Antigua and Barbuda who carries on business as a contractor and a restaurateur. The two met around 2002 while the Defendant was operating Putters Bar and Grill and the Claimant was apparently a customer of that establishment. In 2003 Putters Bar and Grill closed down over lease payments by the Defendant to the owners of the property and the Defendant subsequently approached the Claimant with a view to having him invest money in the purchase, renovation and development of Putters, which property had been offered for sale by its owners. In 2005 the Claimant and the Defendant agreed to go into business together and

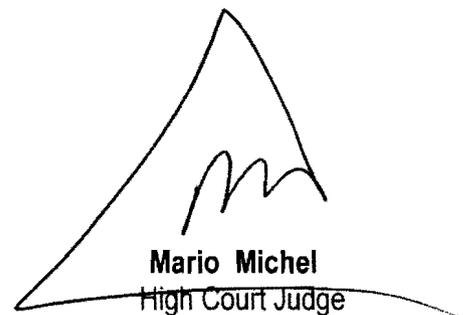
selected the vehicle of a company called "Grand City Limited" to drive their business relationship. It was agreed that the company would be established, initially with the Defendant as the sole incorporator and shareholder; that the company would purchase the three acres of land, together with the building(s) thereon in which Putters Bar and Grill is housed; the company would apply for a non-citizen land holding licence for the Claimant to enable him to hold shares and a directorship in the company; upon the grant of the licence the Claimant would hold 52% of the shares in the company and the Defendant would hold the other 48% and the Claimant would be named as a director of the company together with the Defendant.

[2] In keeping with the agreement between the parties, the company was incorporated in May 2005 and the property was purchased at a cost of \$2,500,000, paid for by the Claimant, together with legal and other fees for the transaction. In June 2005 Putters reopened and resumed its operations and in July 2005 the company applied for the non-citizen land holding licence for the Claimant. Between 2005 and 2007 the Claimant continued to invest money in the company until the relationship between the Claimant and the Defendant broke down around March 2007. After that, the Claimant and the Defendant started to communicate with each by means of lawyers' letters. This culminated in the Defendant writing a letter to the Attorney General making various statements concerning the Claimant and withdrawing the application made by Grand City Limited for the non-citizen land holding licence for him. It is this letter which has given rise to this defamation action.

[3] In the letter to the Attorney General the Defendant wrote: "My Company applied for an Alien Landholders License in July 05. Unfortunately I have received information that Mr. Terrance Sansom who was applying for a shareholding in my company is being investigated by the Inland Revenue Department in England and also that the funds he intends using to finance the construction of the hotel are questionable and possibly illegal." He also stated in the letter that he no longer has any interest in continuing his relationship with the Claimant; that he has sourced financing from Antiguan investors; and that he no longer requires the application for the licence to be processed.

[4] On the basis of the words quoted in the previous paragraph, the Claimant sued the Defendant for defamation and claimed the following relief:

1. Damages for libel, including aggravated damages;
2. An Order restraining the Defendant whether by himself, his servants or agents howsoever from repeating, publishing or otherwise disseminating the same or similar words defamatory of the Claimant;
3. Such further or other relief as this Honourable Court deems fit;
4. Interest pursuant to statute; and
5. An Order that the Defendant do pay the Claimant's costs.



Mario Michel
High Court Judge