

**SAINT LUCIA**

**IN THE HIGH COURT OF JUSTICE**

**Claim No. SLUHCV 2011/0665**

**GLAD TAYLOR**

Claimant/Respondent

**and**

**EDMUND ANIUS**

Defendant/Applicant

**Appearing:**

**Collin Foster for Applicant**

**Gideon Clovis for Respondent**

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**2013 March 14**

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**JUDGEMENT**

- [1] **Belle. J:** In an application filed on June 16th 2011 Glad Taylor asked the court for injunctive relief to prevent or prohibit the Respondent, Edmund Anius, his servants or agents, from publishing material relevant to the Applicant's personal, professional or business life and or to utter material that disparages the reputation of the Applicant or tends to lower her standing in the estimation of right thinking members of society among other things and from utilizing content information belonging exclusively to the Applicant or using such information belonging exclusively to the Applicant from any website that the respondent has use and control over and from receiving enquiries from customers obtained from the Applicant's customer list pertaining to the rental, sale or purchase of properties listed on any website belonging to the Applicant or on any website that the Respondent has use and

control over and or from making contact with prospective vendors or purchasers by the use of the Applicant's customer agreements.

- [2] In her affidavit in support of the Application Glad Taylor claimed to be a company director of Property Café Co. Ltd (Property Café) incorporated as company no.2002/C089 under the Companies Act.
- [3] Property Café is a company involved in the field of real estate and the Applicant says she had been involved in real estate since June 2008. She claims to have built up an extensive property list of homes for sale, rent or lease. She also claims to have used her own effort to author the content of property descriptions for her website and placed photographs of properties for sale, lease and rent on the said website. These efforts enabled her to acquire signed agreements with vendors and lessors to sell lease and rent their properties.
- [4] The Applicant claimed that in or about June 2010 she decided to enhance the marketing of her real estate business by engaging the respondent in the marketing of Property Café. She stated that it was agreed between herself and the respondent that the respondent would make improvements in design and layout to the said Property Café's website, [www.stlucia-homes.com](http://www.stlucia-homes.com). and make the site more user friendly to members of the international internet community. But she remained the exclusive author of the content of properties listed on the website.
- [5] The Applicant stated that the Respondent was also engaged on similar terms to develop other real estate websites relevant to the marketing of Property Café. She also claimed that a similar agreement existed with regard to her other business Vision Express. Glad Taylor said she agreed to pay the Respondent

EC\$3,000 per month for his expertise. And he would also receive a commission of 5% of the real estate agents commission fee on any sales generated from the websites.

- [6] Based on the Applicant's affidavit evidence the respondent was given the use of the Applicant's credit card to purchase domain names in his own name with his own email address being established as the contact for customer enquiries. Glad Taylor claimed that this was not an issue since it was agreed between the parties that the Respondent would forward all customer enquiries to her for her to respond to them. The reason for this was to allow the Respondent to monitor how many responses were generated by the various websites.
- [7] The Applicant claimed that the respondent stopped working for her on or about April of 2011. He did not give any reason for his departure and he remained in possession of her property which was a computer model HP Pavilion Slimline, serial numbers 5360F and aMXU849005C.
- [8] The Applicant claims that thereafter she stopped receiving enquiries from the websites which had been purchased by the respondent on her behalf and which he had agreed to send on to her. In addition her primary domain stlucia-homes.com registered a web 404 error which had the effect of preventing her from receiving any email enquiries from the website.
- [9] Glad Taylor relates an incident which occurred in 9th May, 2011. Subsequently she instructed Christine Larbey her business manager of Property Café to formally request of the Respondent that he remove all her property listings, company codes, photographs and written descriptions which were produced and

authored by her from all websites which he had direct connection with or have connection with in the future or from websites which are dealt with on his behalf by any third party appointed by him.

- [10] According to Glad Taylor the Respondent replied to her threatening to publish on his website [www.thestluciashopper.com](http://www.thestluciashopper.com), "a verbatim, serialised number of our email communication, in which you discuss many aspects of your personal life, relationships and thoughts." Relevant exhibits were attached.
- [11] Edmund Anius in his reply said that he was engaged to promote, that is, to place any properties which the Applicant had, on his existing real estate websites. He was not allowed to promote any other real estate companies or any other real estate websites. Mr Anius argued that the Applicant succeeded in having some of these websites transferred to her name.
- [12] Mr Anius was of the view that in Saint Lucia all properties are offered to any real estate agent who presents themselves to the seller. According to him this has been the practice since 1993 when he got into the real estate business.
- [13] Mr Anius recalled that the parties had agreed to a 80/20 split of the commission for sales and \$3,000.00 per month. He claimed that the applicant owed him \$6000.00 salary for the months of April and May 2011.
- [14] In paragraph 7 of the Respondent's affidavit he states that he came up with the domain names and purchased them online with the Applicant's credit card. This was to be refunded from the \$3,000.00 but it never materialized.

[15] The respondent claimed no knowledge of the error on the website and in relation to the email asking for information he had no idea where it emanated from.

[16] Having outlined the relevant facts I have to point out that on an application for an injunction I am by law guided by the guidelines laid down in American Cyanamid V Ethicon. In American Cyanamid Co. v Ethicon Ltd Lord Diplock stated,

*"It is no part of the court's function at this stage to try to resolve conflicts of evidence on affidavit on which the claims of either party may ultimately depend nor to decide difficult questions of law which call for detailed argument and mature considerations. These are matters to be dealt with at the trial."*


[17] It seems to me that the entire application falls into the category referred to by Lord Diplock. The Applicant starts by referring to evidence of an agreement between herself and the respondent which is apparently not in writing or if in writing is not exhibited. The contract therefore, based on the evidence, appears to be in loose terms which were intended to be of benefit to both parties.

[18] The respondent refutes the crucial issue of the ownership of the domain names and puts in issue the claim that these domain names were the property of the Applicant. The Respondent also puts in issue the basis of the use of the Applicant's credit card.

[19] What is very surprising is that on the apparent knowledge that the Respondent had left the Claimant's employment she did nothing until one month later to recover the information which the respondent allegedly was using unlawfully. Of course the respondent challenges this interpretation of events by saying that he did work for the Applicant during the months of April and May 2011.

- [20] The Applicant does not cite the kind of loss which she has suffered and did not outline one single sale lease or rental which she can confirm was lost as a result of the Respondent's activity. At the end of the day the domain names which appeared to be of greatest value appear to have been restored to her possession and control at the time of filing the application. There therefore appears to be no serious issue to be tried.
- [21] Finally the Applicant wants the court to prevent the respondent from defaming her or disparaging her reputation etc. But there is no basis for any such order being made by the court. Merely revealing conversations and private business discussed cannot be defamatory. The court would have to have some example of something said and an allegation of the damage it has done and is likely to do before taking action to impose an injunction in such circumstances. Again there is no serious issue to be tried.
- [22] I am of the view that the exposure of personal information may be a breach of confidence or of contract but the contract was a loose one and much time has passed without any apparent attempt to carry out any threat to reveal the substance of private conversations.
- [23] In the circumstances I see no basis for imposing any injunction as prayed for against the respondent. This is not the time to draw conclusions about complex issue of fact or law. Making the orders prayed for would involve arriving at such conclusions. Issues such as the balance of convenience could only be assessed based on some knowledge of the possible damage being done or which may be done in future.

- [25] The Applicant has not filed a claim form and it is difficult to say whether any basis for a claim exists. If it does it would be in breach of contract of employment for the respondent's betrayal of confidence and trust of the Applicant his employer.
- [25] The court can only assume that at this stage and in light of the Applicant's failure to act when she perceived that the Respondent had left her employment, that damages would be an adequate remedy if the matter were to go to trial in any event.
- [26] I therefore dismiss the Applicant's application for an injunction. Costs are awarded to the respondent in the circumstances. The decision in this matter has been long outstanding and I hope that the delay has not caused any undue distress.



**Francis H V Belle**  
**High Court Judge**