EASTERN CARIBBEAN SUPREME COURT
SAINT CHRISTOPHER AND NEVIS

IN THE HIGH COURT OF JUSTICE

NEVIS CIRCUIT

CLAIM NO. NEVHCV2009/0125

Between:

DR. MIRANDA FELLOWS

Claimant

and

CARINO HAMILTON DEVELOPMENT COMPANY LIMITED

1st Defendant

JORN EVIK

2nd Defendant

Before:
Master Fidela Corbin Lincoln

Appearances:
Mr. Frank Walwyn and Kalisia Isaacs for the Claimant
Dr. Henry Brown Q.C. for the Defendants

2015: June 15,
August 11

Assessment of Damages following Entry of Judgment in Default – Form of Default Judgment – Whether Rescission can be ordered on Assessment of Damages - Issues Remaining Open Following Entry of Judgment in Default – Fraudulent Misrepresentation – Measure of Damages

JUDGMENT

[1] **CORBIN LINCOLN M** : This matter concerns an assessment of damages following the entry of judgment in default of defence.

[2] The claimant commenced a claim against the 1st defendant seeking:

(1) Rescission of any and all contracts the court may hold to be legally enforceable;

(2) Payment of all outstanding amounts due under the mortgage together with any ancillary and corollary payments arising as a result of the mortgage; and

(3) Payment of interest due on the mortgage in the amount of EC$103,759.06 as of 21st August 2009 and accruing at EC$181.82 per diem to the date of the judgment.

[3] As against the 1st and 2nd defendants, the claimant also sought the following relief:

(1) Damages for fraudulent misrepresentation in the amount of EC$1,000,000;

(2) Costs; and

(3) Any other remedy which the court may see fit to grant.

[4] The defendants failed to file a defence within the time prescribed by the Civil Procedure Rules 2000 **("CPR")** and accordingly the claimant filed a request for judgment in default of defence. The request sought judgment in the sum of EC$1,000,000 plus interest and costs. The defendants filed a defence after the request for judgment in default was filed. The claimant's application to strike out the defence was granted and the learned Master directed the Registrar to enter judgment against the defendants in accordance with **CPR** 12.5. The Registrar entered judgment for the sum of EC$1,000,000.

[5] The defendants made an application to set aside the judgment in default pursuant to **CPR** 13.3 and for an extension of time to file a defence. The learned Master, having found that the judgment ought not to have been entered for the specified sum of EC$1,000,000.00, set aside the default judgment on the ground of irregularity. The claimant appealed. The appeal was heard by Mitchell J.A who, on 26th June 2012, upheld the decision of the learned Master and directed the defendants to file a defence within thirty (30) days. The defendants failed to file a defence within thirty (30) days or at all.

[6] On 6th August 2014, the claimant filed an application for an order that default judgment be entered in an amount to be determined by the court. The defendants opposed the application. On 2nd

February 2015, having considered the written submission by the parties, I entered judgment in default of defence for the claimant in an amount to be determined by the court and gave directions for the assessment of damages.

The Claimant's Claim

[7] The claimant's evidence was contained in an affidavit by Dr. Miranda Fellows. Dr. Fellows' evidence can be summarized as follows:

(1) Mr. Jorn Evik, the 2nd defendant, who is the managing director of the 1st defendant ("**Carino**"), approached her with an unsolicited proposal to purchase property being developed by Carino. Around the end of October 2007 Mr. Evik showed her a villa ("**Unit B7**") at the development and made certain representations. The representations made included: (a) if a deposit was immediately paid the claimant would be entitled to a large discount on the purchase price; (b) a one off cash payment in the same amount as a deposit would be paid to her immediately once the mortgage funds were released to Carino by the bank; (c) the unit would be completed by the end of December 2007; and (d) if the property was left unrented Carino would pay her US$1000.00 per month.

(2) In reliance on these representations she entered into a written contract with Carino on 23rd November 2007 to purchase Unit B7. The contract exhibited in relation to the sale of Unit B7 shows that the sale price was US$350,000.00. A deposit of US$35,000 was paid to the 2nd defendant and a loan in the sum EC$756,000.00 was obtained from the Bank of Nevis to finance the purchase of the property.

(3) On or around 15th January 2008 she met with Mr. Evik and Mr. Geoffrey Romany, the lawyer for Carino and was informed that she had to sign another contract for a different villa to complete the sale of Unit B7 which remained unfinished. The contract was for a villa known as Opal Apartment Block C, Unit 1 ("**Unit C1**").

(4) Mr. Evik represented that Unit B7 would be completed within the month and that when it was completed her ownership interest in Unit C1 would be automatically transferred to Unit B7. She therefore entered into a contract for the purchase of Unit C1.

(5) Contrary to the representations made, her deposit was never returned, Unit C1 was rented out by the 2nd defendant in late 2009 early 2010 but the rental cheque was not honoured and her ownership interest in Unit C1 was never transferred to Unit B7.

(6) The representations on which she relied were false and were made knowingly by Mr. Evik. As a result she rescinded the contracts by writing to the 2nd defendant and demanded a return of all monies paid.

(7) Although it is her position that she rescinded all contracts with the defendants, she continued to make monthly payments on the loan facility. She borrowed money from her father to repay the balance so that she would not default on the loan facility and suffer further damage and loss by damaging her credit rating.

(8) Further, the loan was accruing interest, initially at a rate of 9% and then later at a rate of 7.5%. Given the considerable amount being paid in interest each month she borrowed money from her father around May 2014, to pay towards the loan balance in an effort to reduce her losses. From 16th January 2008 to 27th May 2014 she paid EC$367,671.50 interest on the loan.

(9) As a result of the fraudulent misrepresentation she has suffered loss in the sum of EC$1,700,568.35 broken down as follows:

DESCRIPTION	**AMOUNT (EC)**
Deposit Paid on 23rd November 2007	$94.000
Expenses incurred in relation to the transfer of the Property including: Customer's input $189,000.00 Commitment Fee $9,450.00 Legal fees $8,185.00	$214,300.00

Stamp Duty - $7,560.00 Search Fee - $105.00	
Loan Facility	$756,000.00
Total Interest Paid	$367,671.50
Stamp Duty	$27,762.87
Life Insurance Policy with Sagicor Life Inc for an amount not less that $800,000 required by the Bank as security for the loan	$13,033.98
Payment of US$1000.00 per month for the periods when Unit C1 was left unrented for the period 1 February 2008 to 1 February 2015 – 84 months (US$84,000)	$226,800.00
Form and Bailiff Fees (Issuance and Service of Statement of Claim)	$1000.00

(10) In addition she incurred legal fees and costs in relation to the claim.

[8] The claimant submits that the objective in awarding relief for misrepresentation is to restore the status quo and the injured party is entitled to both rescission of the contract and all actual and consequential damages flowing from the fraudulent misrepresentation. The claimant submits further that:

(1) rescission is a 'self help' remedy which does not require a court order and the election to rescind is effective as soon as the representee gives notice to the representor;

(2) the effect of the rescission is that the contract is terminated *ab initio* and as a result there is a re-vesting of any property transferred '*so far as no formal steps are required for the retransfer*"

(3) the court's assistance may be required to set aside the conveyance to achieve restitution as in the instant case ; and

(4) in England the court has held that it may set aside a conveyance as part of its inherent jurisdiction.

[9] The claimant relies on **East Pine Management Limited v Tawney Assets Limited and others**[1] and various extracts from Gilbert Kodilinye and Maria Kodilinye: **Commonwealth Caribbean Contract Law** ; **Chitty on Contracts** and Megarry & Wade: **The Law of Real Property**.

[10] I note that Dr. Fellows did not give evidence of the agreed purchase price for Unit C1 and a copy of the contract in relation to Unit C1 was not exhibited. It appears that the money paid by Dr. Fellows to the defendants for Unit B7 was applied to the purchase of Unit C1 since Dr. Fellows obtained title for Unit C1.

The Defendants' Submissions

[11] The defendants did not file any affidavits but filed submissions. The defendants submit that these proceedings are for an assessment of damages not predicated on a finding of liability on the merits against the defendants but comes about in consequence of a judgment in default. The court, in assessing damages, must revert to the statement of claim and evidence in support of the claim before it awards damages. Proof of loss or injury resulting from the alleged fraudulent misrepresentations must be proven. The court must determine from the evidence:

(1) Whether there was a fraudulent misrepresentation i.e did the defendant intentionally set out to mislead the claimant?

(2) That the claimant relied on his deception;

(3) That on such reliance she acted to her detriment in the purchase of the property she bought;

(4) In the consequence of such purchase she suffered a loss or damage which is not too remote; and

(5) The claimant did all that was reasonable to mitigate her damage.

[1] [2014] ECSCJ No. 60

[12] Upon proof of the foregoing, the court must then address its mind to the measure of damages, if any, to be awarded.

[13] It is further submitted that: (a) there is a '*plethora of authority in support of the proposition that the Court is bound [to] see that a case of deceit/ fraud is clearly proved. …Cogent or strict proof is necessary in examining the evidence in which the claimant claims damages for loss suffered as a result of the Defendant's fraudulent misrepresentation"*; (b) the claimant owns and has possession of Unit C1 which she contracted for and obtained title to same; (c) where a claimant has been induced to enter into a contract on the basis of fraudulent misrepresentation the loss is to be measured by the difference between the price paid for the property and its true value -in this case the property bought and sought to be retained by the agreement was bought at the reduced market price albeit agreed; (d) the claimant suffered no loss or damage as the property acquired in reliance on the defendant's representation was worth more than the amount paid for it; and (e) the claimant is estopped from claiming damages into circumstances of this case by virtue of her conduct.

[14] The defendants rely, inter alia, on the cases of **Clark v Urquhart** [1930] AC 28 , **Esso Petroleum Co. Ltd v Mardon** (1976) QB 801 and **Doyle v Olby (Iron Mergers(Ltd.).**

ISSUES

[15] The issues arising for consideration are:

(1) Is the claim for rescission still a live issue?

(2) What issues remains open following the entry of judgment in default?

(3) What quantum of damages is the claimant entitled to?

The Claim for Rescission

[16] The claimant submits that she is entitled to an order for rescission of all contracts. It appears to me that the claim for rescission was abandoned by the claimant upon the filing of an application for

judgment in default '*in an amount to be determined by the court'* rather than an application for the court to determine the terms of the judgment pursuant to **CPR** 12.10 (5). The application being made in the manner that it was, indicates to me that the claimant was only pursuing the remedy of damages. More significantly, following the application for judgment in default in that form, judgment in default of defence was entered "*for an amount to be decided by the court".*

[17] In the circumstance I find that the only remaining issue before the court is an assessment of the quantum of damages for which judgment should be entered. The court in my view cannot at this stage consider or grant the remedy of rescission after judgment was entered '*with damages to be assessed*'.

What Issues Remain Open Following The Entry of Judgment in default?

[18] While the defendants acknowledge that on an assessment of damages the issue of liability is 'technically settled', the defendants submit that the court, at this stage, "*is bound see that a case of deceit/ fraud is clearly proved"* and must determine, inter alia, whether '*there was a fraudulent misrepresentation i.e. did the Defendant intentionally set out to mislead the Claimant?, that the Claimant relied on the deception*" and *"that on such reliance she acted to her detriment in the purchase of the property…"*

[19] In further oral submissions learned Queen's Counsel reiterated this position and submitted that *"on an assessment of damages, the quantum of damages that the court is to consider, must be after it has determined in its own judgment that the falsity of promises relied on for the claim is in fact fraudulent."* Learned Queen's Counsel cited the cases of **Clark and others v Urquhart et al** [2], **Kok Hoong v Leong Cheong Kweng Mines Ltd**[3] and **New Brunswick Ry Co v British and French Trust Corpn Ltd**.[4] as authorities in support of this proposition.

[20] In **Clarke** the claimant pleaded three alternative causes of action including a claim for damages for fraudulent misrepresentations and a claim for damages for conspiracy to defraud. The trial was

[2] [1930] AC 28
[3] [1964] 1 All ER 300
[4] [1938] 4 All ER 747

conducted before a judge and jury and at the conclusion of the case for the claimant, some of the defendants submitted that there was no evidence to go to the jury against them on the claim for deceit. The learned trial judge upheld the submission. The claimant appealed on various grounds. One of the issues on appeal included whether the trial judge had been wrong to withdraw the case from the jury based on the evidence presented.

[21] The cases of **Kok Hoong** and **New Brunswick Ry Co**. both concerned the issue of the proper limitations of a default judgment as foundation for an estoppel in cases where a subsequent action was commenced following a default judgment. Both cases are authorities for the proposition that a default judgment can give rise to an estoppel per rem judicatam. It was held that the default judgment must be scrutinised carefully in order to determine the 'bare essence' of what was the import of the judgment. In that regard it was noted that *"the question is not whether there can be such an estoppel, but rather what the judgment prayed in aid should be treated as concluding and for what conclusion it is to stand."*[5]

[22] None of these cases concerned an assessment of damages following judgment in default and, in my respectful view, none of these cases establish that on an assessment of damages following default judgment the court is able to consider issues such as whether "*there was a fraudulent misrepresentation… did the Defendant intentionally set out to mislead the Claimant… the Claimant relied on the deception*" and *"that on such reliance she acted to her detriment in the purchase of the property…"* as learned Queen's Counsel invites the court the do.

[23] In **Michael Laudat et al v Danny Ambo** [6] the Court of Appeal held that:

> *"Ordinarily, at an assessment of damages hearing the court would not enquire into matters of liability because the defendant, having failed to file an acknowledgment of service and/or a defence is taken to admit liability as pleaded. At an assessment of damages hearing the court is not required to go behind the default judgment order and enquire into matters of liability because the defendant by failing to file an acknowledgment of service and/or defence is taken to admit liability as pleaded. The only issue for the court is how much in compensatory damages is due to the claimant upon the evidence adduced by the*

[5] ibid per Viscount Radcliffe at page 305
[6] DOMHCVAP 2010/016

claimant in proof of general damages and any special damages claimed. Generally the claimant would not be entitled to damages pleaded in the cause of action if not proven by evidence."

[24] While the court noted that 'ordinarily' the court would not enquire into a matter of liability at the assessment of damages hearing, the court did not identify the circumstances where the court would depart from the ordinary rule. I also note that this case was determined prior to the amendment of the **CPR** giving a defendant a right to be heard on an assessment of damages following the entry of judgment in default.

[25] I have been unable to identify any other authorities in this jurisdiction with respect to the question of what issues remain open following entry of judgment in default and have therefore sought guidance from cases outside of this jurisdiction.

[26] In **Lunnun v Singh and others** [7] the Court of Appeal was considering a claim where the claimant was granted judgment in default in an action in which there was an alleged leakage onto the claimant's land of an unspecified quantity of effluent from a sewer on the defendants' premises. On the assessment of damages following judgment in default, the defendants sought to reduce the damages claimed on the ground that some part of the damage was as a consequence of the influx of water and sewage onto the premises attributable to some source other than the defendants' sewer. The court held that it was inherent in the default judgment that the defendants must be liable for some damage resulting from the leak, but that was the full extent of the issues concluded or settled. All questions going to quantification, including the question of causation in relation to particular heads of loss claimed was open to the defendants at the assessment hearing. Parker LJ stated:

"In my judgment, the underlying principle is that on an assessment of damages all issues are open to a defendant ***save to the extent that they are inconsistent with the earlier determination of the issue of liability, whether such determination takes the form of a full hearing on the facts or a default judgment."*** (emphasis mine)

[27] Clarke LJ agreed with Parker LJ, but added 'a few words'. I find it useful to reproduce the relevant portion of his judgment-

[7] [1999] EWCA Civ 1736

"In my judgment the relevant principles can be deduced from Turner v Toleman and Maes Finance Ltd and another v A Phillips & Co, to both of which my Lord, Mr Justice Jonathan Parker, has referred. They may be summarised as follows:

1. The ordinary form of judgment of the court entered in accordance with Rules of Supreme Court 1965 Ord.13, r.9(2) is that:

> *"It is this day adjudged that the defendant do pay the plaintiff damages to be assessed."*

2. The defendant may apply for an order that the judgment be set aside.

3. The following propositions assume that the judgment is not set aside. They also assume that there has been no judicial determination of any of the issues because if there has that determination will of course bind the parties subject to any appeal.

4. On the assessment of the damages the defendant may not take any point which is inconsistent with the liability alleged in the statement of claim.

5. Subject to 4 the plaintiff may take any point which is relevant to the assessment of damages.

6. Such points will include the following:

(1) Contributory negligence [8]…

(2) Failure to take reasonable steps to mitigate…

(3)….

(4) Quantum.

(5) Causation. As the Vice-Chancellor put it in Maes:

> *"The defendant cannot thereafter contend that his acts or omissions were not causative of any loss to the plaintiff. [My emphasis]. But he may still be able to argue, on the*

[8] This is by virtue of the UK Law Reform (Contributory Negligence) Act 1945 by which contributory negligence ceased to be a complete defence. *See* Maes v Finance Ltd and another v A Phillips & Co, Ch. D 12th March 1997, Sir Richard Scott VC (unreported).

> *assessment, that they were not causative of any particular items of alleged loss."*
>
> *… In the instant case it appears to me that the defendant cannot challenge the following allegations derived from the statement of claim:...*
>
> > *(5) that water and sewage had escaped into the basement of No 136 and damaged it;*
> >
> > *(6) that in the circumstances the defendants had wrongfully interfered with the plaintiff's enjoyment of No 136; and*
> >
> > *(7) that as at the date of the statement of claim damage to No 136 was continuing and the plaintiff had sustained a sum of loss and damage.*
>
> *To challenge any of those allegations would be inconsistent with the defendants' liability."*

[28] **Lunnun** was decided prior to the introduction of the UK CPR but the principles which were enunciated were approved by the Court of Appeal in **Pugh v Cantor Fitzgerald International** [**2001] EWCA Civ 307,** a case decided after the introduction of the UK CPR**.**

[29] In the present case, the statement of claim avers: (a) that the defendants made representations to the claimant which were false - including the representation that the claimant was required to sign a contract for Unit C1 to complete the sale of Unit B7; (b) that the claimant relied on these representations to enter into the contracts; (c) the representations were untrue since, *inter alia*, Unit 7 was never completed within the time represented, her deposit was never returned and her ownership interest in Unit C1 was not automatically transferred to Unit B7 as represented or at all. In essence, the claimant's statement of claim sets out the basis of liability.

[30] It was open to the defendants to challenge the averments in the statement of claim by filing a defence. They did not do so. It was also open to the defendants to make an application for summary judgment or to strike out the claim if they were of the view that the claim had no reasonable prospect of success or disclosed no grounds for bringing a claim. This they also failed to do. It cannot be correct for the defendants at this stage of the proceedings to attempt to challenge liability through the back door. It appears to me that the issues of whether there was in

fact fraudulent misrepresentation by the defendants or whether the claimant relied on these representations to her detriment goes to the question of liability which were settled by the judgment in default. In my view, seeking to raise these issues at this stage would be inconsistent with the defendants' liability for fraudulent misrepresentation which was settled upon the entry of judgment in default.

[31] The court at this juncture is tasked with determining what damages are payable to the claimant for fraudulent misrepresentation

Fraudulent Misrepresentation – The Measure of Damages

[32] The heads of damages for fraudulent misrepresentation are pecuniary and non-pecuniary loss. In this case no non-pecuniary loss has been pleaded.

Pecuniary Loss

[33] The normal measure of damages for pecuniary loss is represented by the contract price, less the value received, whether of property or of services or of money.

[34] In **Doyle v Olby (Ironmongers) Ltd**. [9] Lord Denning stated[10]:

> *"On principle the distinction seems to be this: in contract, the defendant has made a promise and broken it. The object of damages is to put the plaintiff in as good a position, as far as money can do it, as if the promise had been performed.* ***In fraud, the defendant has been guilty of a deliberate wrong by inducing the plaintiff to act to his detriment. The object of damages is to compensate the plaintiff for all the loss he has suffered, so far, again, as money can do it.*** *In contract, the damages are limited to what may reasonably be supposed to have been in the contemplation of the parties.* ***In fraud, they are not so limited. The defendant is bound to make reparation for all the actual damages directly flowing from the fraudulent inducement. The person who has been defrauded is entitled to say: 'I would not have entered into this bargain at all but for your representation. Owing to your fraud, I have not only lost all the money I paid you, but, what is more, I have been put to a large amount of extra expense as well and suffered this or that extra damages.' All such damages can be recovered: and it does not lie in the mouth of the fraudulent person to say that they could not***

[9] [1969] 2 Q.B. 158
[10] ibid page 167

reasonably have been foreseen. *For instance, in this very case Mr. Doyle has not only lost the money which he paid for the business, which he would never have done if there had been no fraud: he put all that money in and lost it; but also he has been put to expense and loss in trying to run a business which has turned out to be a disaster for him. He is entitled to damages for all his loss, subject, of course to giving credit for any benefit that he has received. There is nothing to be taken off in mitigation: for there is nothing more that he could have done to reduce his loss. He did all that he could reasonably be expected to do." (emphasis mine*)

[35] The decision in **Doyle** was cited with approval in **Smith New Court Securities Limited v. Citibank N.A**.[11] In cases where a claimant has been induced by a fraudulent misrepresentation to buy property, the court held that the principles which apply in assessing damages are as follows:

(1) the defendant is bound to make reparation for all the damage directly flowing from the transaction;

(2) although such damage need not have been foreseeable, it must have been directly caused by the transaction;

(3) in assessing such damage, the plaintiff is entitled to recover by way of damages the full price paid by him, but he must give credit for any benefits which he has received as a result of the transaction;

(4) as a general rule, the benefits received by him include the market value of the property acquired as at the date of acquisition; but such general rule is not to be inflexibly applied where to do so would prevent him obtaining full compensation for the wrong suffered;

(5) although the circumstances in which the general rule should not apply cannot be comprehensively stated, it will normally not apply where either (a) the misrepresentation has continued to operate after the date of the acquisition of the asset so as to induce the plaintiff to retain the asset or (b) the circumstances of the case are such that the plaintiff is, by reason of the fraud, locked into the property.

(6) In addition, the plaintiff is entitled to recover consequential losses caused by the transaction;

(7) the plaintiff must take all reasonable steps to mitigate his loss once he has discovered the fraud.

[11] [1997] A.C. 254

[36] Applying the legal principles to this case, Dr. Fellows is entitled to recover the full price paid to the defendants for the properties plus all losses which flowed from the transaction. This would include all expenses to which she was put as a result of entering into the transactions. From this sum must be deducted any value received.

[37] The agreement for the purchase of Unit C1 was not exhibited and I am therefore unable to ascertain the agreed sale price for this property. Dr. Fellows' evidence however is that she paid a total of EC$849,800.00 to the defendants. This sum includes the deposit of US$35,000.00 (EC$93,800.00 using an exchange rate of $2.68) plus the sum of EC$756,000.00 obtained by way of a loan from the Bank of Nevis to complete the purchase. Dr. Fellows was also required to pay interest on the loan in the sum of EC$367,671.50 which is an additional cost to which she was put.

[38] Save for claims for rental income from 1st February 2008 to 1st February 2015 and the cost of issuing and serving the claim, I find that the other losses particularized are also additional expenses to which Dr. Fellows was put as a result of the transactions she was fraudulently induced to enter and are therefore recoverable.

[39] The claim for $1000.00 for issuing and serving the claim are costs which in my view will be subsumed in the costs awarded in the claim. With respect to the claim for rental income, counsel for the claimant indicated at the hearing that this item of loss would not be pursued.

[40] Dr. Fellows received title to Unit C1 and must give credit for this benefit. The value to be assigned to this asset is the market value at the date of acquisition. The defendants submit that notwithstanding the price at which Unit C1 was sold to Dr. Fellows, the property was valued at US$500,000.00 at the time of acquisition. No evidence of this was provided. In the absence of any evidence to the contrary the value which I shall ascribe to Unit C1 is the purchase price of EC$849,800.00.

[41] I therefore find that the claimant is entitled to damages in the sum of EC$622,768.35 broken down as follows:

DESCRIPTION	AMOUNT (EC)
Deposit Paid on 23rd November 2007 US$35,000.00	$93,800
Expenses incurred in relation to the transfer of the Property including: Customer's input - $189,000.00 Commission Fee - $ 9,450.00 Legal fees - $ 8,185.00 Stamp Duty - $ 7,560.00 Search Fee - $ 105.00	$214,300.00
Loan Facility	$756,000.00
Total Interest Paid on Loan	$367,671.50
Stamp Duty	$27,762.87
Life Insurance Policy with Sagicor Life Inc for an amount not less that $800,000 required by the Bank as security for the loan for the period 2009-2014 @$2,172.33 per annum.	$13,033.98
Sub-Total	1,472,568.35
LESS Value of Unit C1	849,800.00
Total	**$622,768.35**

[42] The defendants shall pay interest on the sum of EC$622,768.35 at a rate of 2% per annum from the date of filing of the claim to the date of judgment.

[43] The defendants shall pay the claimant prescribed costs.

Fidela Corbin Lincoln
Master