

**IN THE SUPREME COURT OF GRENADA  
AND THE WEST INDIES ASSOCIATED STATES**

**IN THE HIGH COURT OF JUSTICE**

**CLAIM NO. GDAHMT 2004/0104**

**BETWEEN:**

**MARYSE JEANINE TAYLOR**

Petitioner/applicant

**AND**

**LEON OSCAR TAYLOR**

Respondent

**Appearances:**

Ms. Lisa Taylor for the petitioner/applicant

Mr. Anselm A. Clouden for the respondent

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2017: June 9;

2018: May 25.

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**JUDGMENT**

[1] **GLASGOW, J.:** The petitioner/ applicant (“Mrs. Taylor”) and the respondent (“Mr. Taylor”) were divorced in the year 2005. Matters ancillary to that divorce were substantially disposed of by way of an application made before His Lordship Francis Cumberbatch who made the following ruling on 23<sup>rd</sup> April 2010 –

- (1) A one half per (sic) share of the former matrimonial home, the court orders that the same be valued by a valuer mutually agreed on by the parties. Such valuation shall take place within 3 months of today;
- (2) The sum of \$4000.00 per month which represents maintenance and compensation aforesaid;

- (3) The respondent will continue to pay for the petitioner's apartment;
- (4) The respondent will apply the sums obtained by him in the sale of the property at Lucas Street toward the value of the half of the matrimonial home;
- (5) The respondent will grant a mortgage to the petitioner on the former matrimonial home for the remaining sums due to her after same has been valued;
- (6) The respondent will be at liberty to apply for a variation of this order in the event of a change in financial status.

[2] Eight years on from His Lordship Cumberbatch's ruling, Mrs. Taylor has not received the full proceeds of her half share interest in the matrimonial home. In the interim, both sides have filed and pursued applications in the courts seeking various adjustments to the arrangements ordered by Justice Cumberbatch. On 22<sup>nd</sup> February 2011 Mrs. Taylor applied for and was granted an order by Justice Gilford on 4<sup>th</sup> April 2014 that Remax Grenada Limited or Terra Caribbean Real Estate Agents value the matrimonial home within three (3) weeks of the court's order. Her Ladyship also ordered Mr. Taylor to pay arrears of maintenance and compensation to Mrs. Taylor in the sum of \$69,000.00 on or before 25<sup>th</sup> April 2014. Mr. Taylor was also directed to continue payment of the sum of \$4,000.00 per month stipulated in Justice Cumberbatch's order. Subsequent to Justice Gilford's 4<sup>th</sup> April 2014 order, the property was valued by Terra Caribbean which entity gave a valuation of \$1,250,000.00.

[3] Mr. Taylor was not satisfied with the outcome of that application and so he applied on 24<sup>th</sup> June 2014 to have the court set aside its 4<sup>th</sup> April 2014 order or alternatively allow the parties to mutually agree to a valuer. Mr. Taylor also asked

the court to suspend or vary the paragraphs of Justice Cumberbatch's order where he was required to pay maintenance and compensation to Mrs. Taylor or to suspend payment of the arrears of maintenance or compensation until the valuation of the property and an accounting of the moneys that he had already paid to Mrs. Taylor in maintenance and compensation. Justice Guilford also heard this application and on 30<sup>th</sup> November 2015, Her Ladyship refused the same and ordered that –

- (1) The application to suspend payments of any arrears is dismissed;
- (2) The application to vary or suspend any further payment for maintenance and compensation is dismissed;
- (3) The respondent is to start making payments towards the sum of \$69,000.00 representing arrears outstanding for maintenance to the petitioner/respondent on or before 8<sup>th</sup> January 2016;
- (4) The respondent/applicant to pay the sum of \$225,000.00 to the petitioner/respondent representing the outstanding balance of her ½ share in the former matrimonial home on or before 30<sup>th</sup> May 2016;
- (5) Payment of accommodation expense to cease;
- (6) The respondent/applicant is to comply with the April 2010 order with regard to the mortgage;
- (7) No order as to costs.

- [4] Paragraph 6 of Justice Gilford's 30<sup>th</sup> November 2015 order forms the basis of Mrs. Taylor's present application for relief.<sup>1</sup> The present application was filed on 19<sup>th</sup> April 2017 and in it Mrs. Taylor applied for an order that the Registrar of the Supreme Court be authorised to execute an indenture of mortgage in place or in the stead of Mr. Taylor ("the signing application"). The grounds for the signing application are not set out on the application but the affidavit in support sets out the details of the various applications as detailed above. Mrs. Taylor's affidavit then states that a deed of mortgage was prepared by her lawyers who forwarded the same to Mr. Taylor for signature. The affidavit states that to date the deed of mortgage has not been signed by Mr. Taylor. Mrs. Taylor complains that her financial status is imperilled by the lack of progress on this issue. In this regard, she has attached a statement to her affidavit which indicates that she is the recipient of food assistance from the social services of France where she resides.
- [5] Unsurprisingly, Mr. Taylor resists the request to have the Registrar sign the deed of mortgage over the matrimonial home. He filed a response on 7<sup>th</sup> June 2017 in which he states that he has not complied with Justice Gilford's order that he pays the arrears of maintenance and compensation by 30<sup>th</sup> May 2016 due to the adverse judgment in another claim against him which judgment led to the freezing of the assets of a company with which he is employed. He outlines other financial difficulties that ensued from foreclosure proceedings against another company which affected his income.
- [6] Mr. Taylor further opposes the signing application on the basis that the same should not have been brought pursuant to sections 25 and 28 of the Trustees Act. Sections 25 and 28 of that Act, he claims, are concerned with the vesting of property through the granting of a vesting order by the court and the subsequent power to appoint a person to convey. Mr. Taylor argues that a vesting order was not contemplated by Justice Cumberbatch's order and as such sections 25 and 28

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<sup>1</sup> Paragraph 6 of 30<sup>th</sup> November 2015 order enjoins Mr. Taylor to comply with paragraph 2 of Justice Cumberbatch's order requiring Mr. Taylor to grant a mortgage over the matrimonial home.

of the Trustees Act are inapplicable or are not engaged. In fact, he says that the signing application seeks to 'bypass' the learned judge's order.

[7] Mr. Taylor's affidavit also makes the proposition that Justice Cumberbatch's order is flawed and cannot be enforced. He indicates that what is before the court is a deed stating that he is the mortgagor and Mrs. Taylor is the mortgagee. This, he suggests, cannot obtain on the present formulation of Justice Cumberbatch's order for the grant of a mortgage by him over the matrimonial property. In his view, Justice Cumberbatch's order purports to make him (Mr. Taylor) the mortgagee and Mrs. Taylor, the mortgagor. In this regard the order is flawed and cannot be enforced since it would make Mrs. Taylor his debtor.

[8] The opposition to the signing application is concluded with the contention that an application under the Trustees Act is an application within the court's general civil jurisdiction and not within the court's matrimonial jurisdiction. Mr. Taylor submits that Justice Cumberbatch's order was made in the court's matrimonial jurisdiction and cannot be enforced by invoking the court's general civil jurisdiction because the variation, enforcement and discharge of orders emanating from the court's matrimonial jurisdiction lie solely within the terms of the Matrimonial Causes Act 1973 ("the MCA"). He claims that Mrs. Taylor's application should have been brought pursuant to sections 30 and 31 of the MCA.

[9] The application came before Justice Gilford on the 9<sup>th</sup> July 2017 where, after hearing the parties, Her Ladyship ordered that the parties file written arguments and authorities in support of their respective views. I have been asked to consider those arguments and issue a ruling.

### **Mrs. Taylor's arguments**

[10] Mrs. Taylor argues that the signing application falls squarely within the ambit of section 23 of the MCA and more particularly section 23(3)(c) thereof. Section 23 (3) (c) of the MCA reads –

*(c) An order under this section for the payment of a lump sum may provide for the payment of that sum by instalments of such amount as may be specified in the order and may require the payment of the instalments to be secured to the satisfaction of the court.*

[11] Justice Cumberbatch ordered that part of Mrs. Taylor's share of the matrimonial home should be paid to her immediately out of Mr. Taylor's share of the sale of other property. The balance due to Mrs. Taylor is to be paid by further instalment after the valuation of the matrimonial home. The balance due is to be secured by a mortgage granted by Mr. Taylor to Mrs. Taylor over the matrimonial home. Mrs. Taylor submits that the order granting her a mortgage over the matrimonial property falls squarely within the terms of section 23(3) (c) of the MCA as recited above. Mrs. Taylor responds to Mr. Taylor's suggestion that Justice Cumberbatch's order is ambiguous or flawed with the argument that<sup>2</sup> –

*The respondent, in giving effect to this order, was required to grant a mortgage to the petitioner on the former matrimonial home. The respondent, as mortgagor, is indebted to the petitioner for the remaining instalment of the lump sum and by the mortgage is required to create a charge over the home, which charge will serve to secure payment of the balance of the lump sum to the Petitioner as mortgagee. It cannot be otherwise ... There is absolutely no ambiguity as to the true intention of the court in this regard as the respondent alleges. The clear intent of the order of 26<sup>th</sup> April 2010 is that consequent upon the mortgage over the former matrimonial home, the respondent as legal title holder in possession was effectively to hold this property on trust to secure the repayment of the remaining sums due to the petitioner thereby preventing his disposal or encumbering of the home until the sums due to the*

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<sup>2</sup>Mrs. Taylor's submissions filed on 20<sup>th</sup> July 2017 at paragraph 5.

*petitioner have been paid. As such, section 25 of the Trustee Act ... which is clear on its face avails the petitioner.*

[12] Sections 25 and 28 of the Trustee Act read –

**25. Vesting order consequential on judgement for sale or mortgage of land**

*Where the Court gives a judgement or makes an order directing the sale or mortgage of land, every person who is entitled to or possessed of the land, or entitled to a contingent right therein, and is a party to the action or proceeding in which the judgement or order is given or made or is otherwise bound by the judgement or order, shall be deemed to be so entitled or possessed as the case may be, as a trustee within the meaning of this Act; and the Court may, if it thinks it expedient, make an order vesting the land or any part thereof for such estate as it thinks fit in the purchaser or mortgagee or in any other person.*

**28. Power to appoint person to convey**

*In all cases where a vesting order can be made under any of the foregoing provisions, the Court may, if it is more convenient, appoint a person to convey the land or release the contingent right; and a conveyance or release by that person in conformity with the order shall have the same effect as an order under the appropriate provision.*

[13] Based on the foregoing, Mrs. Taylor has argued that the court is empowered to appoint someone in the person of the Registrar of the Supreme Court to convey the property so as to give effect to the orders of the court. Mrs. Taylor submits that it does not matter that the order that she wishes to enforce by way of the

Trustees Act arose in matrimonial proceedings. Her view is that there is no issue of jurisdiction<sup>3</sup>–

*The issue of jurisdiction is meant to resolve whether the High Court may entertain a divorce or related proceeding upon considering for instance the domicile of the parties and the types of relief sought. The instant application is brought in the subsisting matrimonial proceedings ... and ... no real issue of jurisdiction arises rather ... the only issue is whether the Court armed with the powers allowed under the Trustee Act, may properly apply those powers to dispose of this application.*

[14] Mrs. Taylor posits that this Court is so clothed with the power to dispose of the signing application by utilising sections 25 and 28 of the Trustees Act. In this regard she says that the signing application is not one that is seeking a separate or substantive right under the Trustees Act but she is asking the court to enforce its previous orders. She continues that the order that she has requested is not one for vesting the property. Rather, her view is that Justice Cumberbatch's order of 26<sup>th</sup> April 2010 has already directed Mr. Taylor to vest the property to her by way of a mortgage. Given Mr. Taylor's refusal to sign the mortgage Mrs. Taylor is merely applying to have the court give effect to its order in some other way.

[15] In closing, Mrs. Taylor reminds the court that it is more than seven (7) years now that she has been awaiting the fruits of Justice Cumberbatch's judgment in her favour. She views Mr. Taylor's assertion of impecuniosity through the outcome of another claim against him as evidence of his further attempts to frustrate her efforts to collect the sums due to her from him. She reiterates that her intent is only to collect what is due to her and not to enrich herself beyond the balance due to her. Mrs. Taylor's view is that if she is forced to use the power of sale under the mortgage, she will only recover the balance due to her. This latter assertion responds to Mr. Taylor's claim that should the court grant the signing application,

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<sup>3</sup>Supra, note 2 at paragraph 7.



Mrs. Taylor would '*practically augment her declared equity under Justice Cumberbatch's order.*'<sup>4</sup>

### **Mr. Taylor's arguments**

[16] Firstly, Mr. Taylor says that this court lacks the jurisdiction to grant the signing application.

The opening salvo of this posture is that<sup>5</sup>

*The limits of a validly constituted court connotes the limits which are imposed on its power to hear and determine issues by persons seeking to avail themselves of its process by reference to the subject matter of the issue or to the persons between whom the issue is joined or the kind of relief sought; or a combination of any of these factors. It must be borne in mind that in courts created by statute, the court has no power to enlarge its jurisdiction.*

[17] In furtherance of his contention Mr. Taylor makes the point that the signing application flies in the face of the MCA since the MCA makes special provisions for the enforcement of orders made by the court in matrimonial proceedings. In particular, he refers to sections 30 and 31 of the MCA which read –

*Where the court decides to make a financial provision order requiring any payments to be secured or a property adjustment order-*

*(a) It may direct that the matter be referred to one of the conveyancing counsel of the court for him to settle a proper instrument to be executed by all necessary parties; and*

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<sup>4</sup>Mr. Taylor's submissions filed on 10<sup>th</sup> July 2017 at paragraph 18.

<sup>5</sup>Supra, note 4 at paragraph 6.

(b) *Where the order is to be made in proceedings for divorce, nullity of marriage or judicial separation it may, if it thinks fit, defer the grant of the decree in question until the instrument has been duly executed.*

[18] Section 31 of the MCA refers to instances where the court may vary, discharge or suspend temporarily or revive the operation of various orders including orders for payment of maintenance and orders made pursuant to section 23(3)(c) securing payments by instalments. Mr. Taylor reasons that the MCA and the Trustees Act are two distinct jurisdictional regimes which may be differently invoked by applications made in compliance with the provisions of those enactments. There can be no exercise of concurrent jurisdiction. In particular the court in its matrimonial jurisdiction cannot enlarge the jurisdiction granted by the specific provisions of the MCA. In that regard the court in its matrimonial jurisdiction cannot consider legislation which concerns the court in its general civil jurisdiction.

[19] Mr. Taylor then expounds on his view that the Trustees Act is inapplicable to the present application. He explains that the Trustees Act in its long title “is described as *“an Act relating to trustees” and is the statute which governs trusts and the matters relative to property subject to or affected by trust and matters incidental to trust property such as the appointment, duties and powers of trustees...’*.”<sup>6</sup> He argues that the property to which Mrs. Taylor seeks to apply the Trustees Act is by no means *‘property subject to trust and as such its disposal by way of a vesting order cannot be governed by provisions of the Trustee Act’*.<sup>7</sup> He explains that due to the fact that the order granting the mortgage was given by the court in its matrimonial jurisdiction, he could not be deemed a trustee since the power to deem him a trustee arises under an enactment governing the court’s general civil jurisdiction. The court in its matrimonial jurisdiction has a full suite or a whole body of laws which empower it to *‘make the necessary orders for the settlement of*

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<sup>6</sup> Supra, note 4 at paragraph 10.

<sup>7</sup> Ibid at note 11.

*matrimonial matters all of which fall squarely within the jurisdiction of the matrimonial courts and it cannot resort to the general civil jurisdiction to do so*.<sup>8</sup>

[20] Mr. Taylor further argues that the object of Justice Cumberbatch's order was not to dispossess him. If the court intended to dispossess him, it was fully empowered to order the sale of the matrimonial home and to divide the proceeds thereof equally. If this Court allows Mrs. Taylor to proceed by way of the Trustees Act, she may sell the property in accordance with the provisions of the Conveyancing and Law of Property Act, Cap. 64 of the Revised Laws of Grenada. Mrs. Taylor may then recover more than the balance of the sum of \$225,000.00 due to her. Mr. Taylor pleads as an example of this posture, clause 3(i) of the draft deed of mortgage which purports to secure interest at the rate of 6% per annum on the sum due under the deed. Mr. Taylor describes this provision as '*offensive to the equality principle*' on the basis that its effect would allow Mrs. Taylor more than '*the remainder of her share in the property.*' Mr. Taylor concludes that given his present financial state, if Mrs. Taylor succeeds on the signing application it would augment her declared equity but may render him homeless and the value of his equity in the property diminished or depreciated.

### **Analysis**

[21] I disagree with Mr. Taylor's positions on this application. In respect of jurisdiction, I fear that Mr. Taylor perceives the court's jurisdiction to deal with matrimonial issues as an entity separate and apart from its other jurisdiction to hear and dispose of claims. I see no authority for this stance. The jurisdiction of the court is set out, for the purposes of this discussion, in sections 7(1) and 11(1) of the West Indies Associated States Supreme Court (Grenada) Act, Cap. 336 of the Revised Laws of Grenada –

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<sup>8</sup> Ibid at note 12.

*7(1) The High Court may have and exercise within Grenada all such jurisdiction (save and except the jurisdiction in Admiralty) and the same powers and authorities incidental to such jurisdiction as, from the commencement of this Act, are vested in the High Court of Justice in England.*

*11(1) The jurisdiction vested in the High Court in civil proceedings, and in probate, divorce and matrimonial causes, shall be exercised in accordance with the provisions of this Act and any other law in operation in Grenada and rules of court, and where no special provision is therein contained such jurisdiction shall be exercised as nearly as may be in conformity with the law and practice for the time being in force in the High Court of Justice in England.*

[22] Mr. Taylor is correct that the court applies the provisions of the MCA in disposing of matrimonial causes. However, there is nothing in sections 7 or 11 of the West Indies Associated States Act or in the MCA to suggest that in disposing of matrimonial claims, the court is constrained merely to apply the provisions of the MCA or, put more accurately, that the court is precluded from exercising any other of its jurisdiction to dispose of such claims. I would hasten to add that the instances where the court is enjoined to follow a particular law, rule or procedure, the limitation is usually expressed. See for instance CPR 2.2(3)(a) which excludes family proceedings from those procedural rules of the court. It is therefore telling that the MCA does not circumscribe the court's jurisdiction in its terms by mandating that it is the sole mechanism for disposing of matrimonial causes brought before the court. In respect of the court's jurisdiction to dispose of matrimonial claim, I would have thought that the sort of reasoning espoused by Mr. Taylor would have been sufficiently and effectively scotched by Blenman JA when she pronounced in **Hassan Hadeed v Nahla Hadeed**<sup>9</sup> that -

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<sup>9</sup>GDAHCVAP 2014/00012.

*It is well-recognised that a party has discretion whether or not to invoke the jurisdiction under the MCA. There is nothing in the MCA that dictates that all claims which are brought on the dissolution of marriage are only cognisable under that Act.*

[23] Accordingly, the court is not constrained to look to the MCA solely to determine this application or to enforce any of its order in a matrimonial claim. It would appear to me that both the MCA and the Trustees Act may assist the court to dispose of the application brought by Mrs. Taylor. In my view, section 25 of the Trustees Act creates a statutory trust. Applied to this case it would mean that when Justice Cumberbatch made the order directing the creation of a mortgage over the property, Mr. Taylor, who was the owner in possession of the property and the party against whom the order was made, was deemed to be trustee in accordance with the terms of section 25 of the Trustees Act. Mr. Taylor contends that the court cannot utilise this provision because the order made by Justice Cumberbatch is not a vesting order and section 25 of the Trustees Act is concerned with the vesting of property. This argument ignores the clear import of section 25 of the Trustees Act which in its opening paragraph deems a person a trustee where the court makes an order directing the sale or the mortgage of land. Where the statutory trust is deemed to have been created by the section, the section then gives the court the discretion to vest the property in the purchaser or the mortgagee of the land. So to apply section 25 of the Trustees Act to the disposal of the signing application does not necessarily mean that the court is vesting the property in Mrs. Taylor. It is merely declarative of the fact that Mr. Taylor is holding the property as trustee on behalf of Mrs. Taylor, the mortgagee of the property. The court may make an order pursuant to section 25 of the Trustee Act that the property is vested in Mrs. Taylor or it may employ the provisions of section 28 of the said Act.

[24] But Mr. Taylor says that there can be no declaration he holds the property on trust as stipulated in section 25 of the Trustees Act because, among other things,

Justice Cumberbatch's order is ambiguous and flawed. He says that His Lordship's order mandated that he grant a mortgage to Mrs. Taylor. This formulation, he posits, creates a state of affairs where he is the mortgagee and Mrs. Taylor the mortgagor. With respect, I am minded to dismiss this assertion as a rank but futile attempt at obfuscation and distraction. However, I am prepared to classify this stance as an instance of misinterpretation of His Lordship Justice Cumberbatch's order due to an obvious and unfortunate disaggregation of the terms of the order. His Lordship could not be clearer on what he intended to happen with respect to the matrimonial home and it is as follows –

- (1) Mrs. Taylor is entitled to one half share of the property;
- (2) The property is to be valued within 3 months of the court's order to determine the value of the parties' respective half share;
- (3) Mr. Taylor would pay his share of the proceeds of the sale of a building on Lucas Street to Mrs. Taylor in satisfaction of part of the sums to be paid to Mrs. Taylor for her half share of the matrimonial home;
- (4) The balance due to Mrs. Taylor is to be secured by a mortgage to be granted by Mr. Taylor to Mrs. Taylor.

[25] In the circumstances, Mr. Taylor who is the party to pay Mrs. Taylor her share of the matrimonial home would stand as the mortgagor to Mrs. Taylor to whom he owes a debt of the said half share of the property.

[26] Mr. Taylor further complains that the court has recourse to sections 30 and 31 of the MCA recited above to resolve these issues. As I have said above, Mrs. Taylor and by extension, the court is not constrained to resolve these issues solely by the terms of the MCA. In any event, there is no inconsistency with what is stated in sections 30 and 31 of the MCA and sections 25 and 28 of the Trustees Act. In my view, there is nothing precluding the court from declaring that in accordance with

section 25 of the Trustees Act, Mr. Taylor is deemed to be a trustee of the share of the matrimonial home to be paid to Mrs. Taylor. The court may vest the property in the manner indicated in section 25 or it may employ the provisions of section 28 of the Trustees Act or it may resort to section 30 (1)(a) and (b) of the MCA. In that regard, the court may, inter alia, refer the matter to one of its conveyancing counsel to settle a proper instrument to be executed by all the parties or it may appoint a person to convey the land or release the contingent right.

[27] But this is not the end of the matter in Mr. Taylor's view. He continues that if the application is granted under the Trustees Act, Mrs. Taylor may be enriched beyond the scope of her entitlement. He complains that if Mrs. Taylor is permitted to proceed under the Trustees Act, she may then sell the property in accordance with the Conveyancing and Law of Property Act and the proceeds obtained from the sale may enrich her beyond the sums awarded to her by virtue of Justice Cumberbatch's order. He states by way of example the fact that clause 3 (1) of the draft mortgage deed secures interest at the rate of 6% per annum. He claims that if interest is permitted then Mrs. Taylor would recover more than her rightful share of the property. With respect again, I am at a loss to follow this reasoning. If Mrs. Taylor is granted an order in accordance with sections 30 (1)(a) and (b) of the MCA, she will still be entitled to sell the property as mortgagee in accordance with section 9 of the Conveyancing and Law of Property Act where there is default in payment by Mr. Taylor in much the same way as if sections 25 and 28 of the Trustees Act were employed. It has already been stated above that he is wrong with his argument that the application should have proceeded pursuant to the MCA as opposed to the Trustees Act. He is equally wrong on the question of Mrs. Taylor receiving more than her just share of the property. The draft mortgage deed clearly states that the extent of the mortgage is for the balance due to Mrs. Taylor for her share of the property in the sum of \$225,000.00. If the home is sold this is her entitlement. The notion that selling the mortgage property would enrich Mrs. Taylor beyond the extent of her entitlement further ignores the terms of section 11 (3) of the Conveyancing and Law of Property which reads –

*The money which is received by the mortgagee, arising from the sale, after discharge of prior incumbrances to which the sale is not made subject, if any, or after payment into Court under this Act of a sum to meet any prior incumbrance, shall be held by him or her in trust to be applied by him or her, first, in payment of all costs, charges and expenses properly incurred by him or her as incident to the sale or any attempted sale, or otherwise; and secondly, in discharge of the mortgage money, interest and costs and other money, if any, due under the mortgage; and the residue of the money shall be paid to the person entitled to the mortgaged property or authorised to give receipts for the proceeds of the sale thereof.*

[28] Section 11(3) of the Conveyancing and Law of Property Act therefore dictates that Mrs. Taylor holds on trust any moneys that she receives if she sells the property for any default made by Mr. Taylor. The moneys are to be applied in the manner outlined in section 11(3) of the Conveyancing and Law of Property Act. Mrs. Taylor is not to receive any money above the sum due to her by virtue of Justice Cumberbatch's order. Mrs. Taylor will have to pay over to Mr. Taylor any excess remaining from the sale price after payment of the expenses of the sale and after the deduction of the sums owing to her. Mrs. Taylor will not obtain any moneys beyond what is due to her.

[29] On the question of interest of judgment debt, Mr. Taylor also holds a mistaken view. The moneys due to Mrs. Taylor arise from a judgment of this court. It ought to be beyond dispute therefore that, in accordance with Section 27A of the West Indies Associated States Supreme Court (Grenada) Act, Cap. 336, the sums due to Mrs. Taylor continue to accumulate interest at the rate of 6% per annum until the full debt is paid. Section 27A (3) reads –



*Until it is satisfied, every judgment debt shall bear interest at such rates as the High Court may determine and in the absence of such determination, the rate of interest shall be six percent per annum.*

### **Conclusion**

[30] For all the reasons stated above, the signing application is hereby granted. Mr. Taylor will be permitted one opportunity to sign the mortgage. If he fails to do so, the Registrar of the Supreme Court will be authorised to sign the deed in his stead. The order is therefore as follows –

- (1) Mrs. Taylor's application is hereby granted;
- (2) Mr. Taylor is to sign the deed of mortgage within seven (7) days of the date of this order;
- (3) Should Mr. Taylor fail to sign the mortgage deed within seven (7) days of today's date, the Registrar of the Supreme Court is hereby authorised to forthwith sign the deed of mortgage;
- (4) Mr. Taylor is to pay the costs of this application in the sum of \$600.00.

[31] I thank counsel and the parties for their assistance and patience.

**Raulston L. A. Glasgow**  
High Court Judge

**By the Court**

**Registrar**