

**THE REPUBLIC OF TRINIDAD AND TOBAGO**

**IN THE HIGH COURT OF JUSTICE**

**CV 2016-01972**

BETWEEN

**JAMIESON BAHADUR**

**Claimant**

AND

**INSHAN ISHMAEL**

**Defendant**

**BEFORE THE HONOURABLE MADAME JUSTICE JOAN CHARLES**

**Appearances:**

Claimant: Mr. Anderson Modeste instructed by Mrs. Roshni Rajnarinesingh-Saith

Defendant: Mr. Ravindra Nanda

Date of Delivery: 26th June, 2019

**JUDGMENT**

## THE CLAIM

[1] By Fixed Date Claim Form and Statement of Case dated 9<sup>th</sup> June 2016, the Claimant, Jamieson Bahadur sought damages, declaratory relief and an apology from the Defendant for alleged defamatory statements made against him on two occasions.

(a) On the 29<sup>th</sup> August 2012, on the television show ‘Breaking Barriers’ aired on the Islamic Broadcasting Network, the Defendant, while displaying a photograph of the Claimant, stated:

*“This is the Alderman from the Corporation, Jamie Bahadur, who is a big thief and owing First Citizens Bank...he takes money from people...”*

(b) On or about the 28<sup>th</sup> September 2013, while standing on a truck travelling through Curepe during a political campaign, stated while pointing at the Claimant via microphone:

*“Oh...look the big thief Jamie Bahadur...ask him what he did with the people money...he was on the papers...”*

[2] At the material time, the Claimant was an alderman at the Tunapuna/Piarco Regional Corporation while the Defendant is and was a host of the television show ‘Breaking Barriers’ aired on the Islamic Broadcasting Network of Trinidad and Tobago.

[3] On or about the 28<sup>th</sup> August, 2013, the First Citizens Bank of Trinidad and Tobago, published an advertisement in both the Express and Guardian Newspapers asking for the whereabouts of several persons including the Claimant. The names, addresses and occupations of those persons were included in the notice as well as phone numbers for the bank. The Claimant contacted Mr. Daniel John of FCB aforesaid and confirmed he was not now nor ever had been a customer of the bank.

[4] The Claimant pleaded<sup>1</sup> that in their natural and ordinary meaning the words complained of meant and implied that:

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<sup>1</sup> Statement of Case paragraph 12

- (i) The Claimant was experiencing financial difficulties
- (ii) The Claimant was dishonest and absconding from debts owed to the bank
- (iii) The Claimant was untrustworthy in financial matters
- (iv) The Claimant was a common thief.

[5] The Defendant failed to verify whether the slanderous statements were true before publication; this damaged the Claimant's good name and character, jeopardized his office and future prospects of employment.

[6] The Claimant asserted that since the publication aforesaid, he has suffered financially since on two occasions his contracts of employment were terminated due to the negative impact of the impugned statements.

- (i) A one year contract with Pepe's Marketing renewable for a second year was not renewed due to the alleged defamatory statements.

- (ii) In or around April 2014 his employment with Arima Discount Mart as a Sales and Marketing Manager was not made permanent.

[7] In response to the Claimant's request for a copy of the recording of the program 'Breaking Barriers' on which the alleged defamatory statement was made, the Defendant indicated that the recording was destroyed in a fire on the premises.

[8] The Claimant claimed Special Damages in the sum of \$144,000.00 representing one year's loss of earnings from Pepe's Marketing Ltd. General damages including Aggravated Damages for malice, motive, persistence of the accusation and lack of apology. He also sought Interest and Costs.

### ***The Defence***

[9] The Defendant denied making the alleged defamatory statements on the occasions complained of by the Claimant. In particular he denied:

- (a) That he made defamatory statements on the programme 'Breaking Barrier' while displaying a photograph of the Claimant.
- (b) He could not remember what he said on the programme and did not have a copy of the broadcast which was destroyed in a fire at the offices of the Islamic broadcast Network.
- (c) The Claimant held public office and was open to public scrutiny; as such, he the Defendant would have mentioned the advertisement.
- (d) The Defendant was unable to remember where he was on the 28<sup>th</sup> September, 2013 but admits that he campaigned for the ILP at times on truck beds during the Local Government elections in 2013.
- (e) There would have been no need to refer to the Claimant since his term was coming to an end with no possibility of reappointment; his campaign targeted the PNM and UNC since the COP, to which the Claimant belonged, was irrelevant.
- (f) The Defendant was a former member of the COP who left because of abuse he suffered from its members. His transfer of support to the ILP occasioned ill will.

[10] The Defendant averred that a reference to the advertisement is not defamatory since it merely implied that the Claimant was experiencing financial difficulties. He stated that failure to pay a loan does not necessarily mean that someone is dishonest, untrustworthy, absconding or a thief.

[11] The Defendant averred, in the alternative, that the statements about the advertisement was fair comment upon a matter of public interest – the financial status of the holder of public office. He also asserted that the statement was made on an occasion of qualified privilege. He had a moral and/or social duty to refer to the advertisement in a balanced, fair and responsible way, in full compliance with the duties and obligations of responsible journalism.

- [12] It was pleaded further, that if defamatory reference to the advertisement was capable of having more than one meaning, not defamatory of the Claimant. He also denied that there was any need to seek the Claimant's comment in relation to such statement.
- [13] Lastly, the Defendant denied that the Claimant's contract was terminated as result of any defamatory statements allegedly made by him.

### ***Evidence for the Claimant***

- [14] The Claimant relied upon the Witness Statement given by witnesses who heard and saw the Claimant publish the impugned statements on the 'Breaking Barriers' programme or in Curepe – Marcia Hasmatali, Anita Seeram, Marcus Ruiz and himself.

### ***The Claimant***

- [15] In cross examination, the Claimant revealed that he worked at Arima Discount Mart until 2016. He also owned a small business which he continued until January 2018 when he retired. He did not disclose that he owned this company or also sold real estate in his witness statements nor that these businesses were operational at the time that he gave said witness statement.
- [16] The slight difference in wording of the defamatory statements he attributed to questions asked by his lawyer and the fact that he remembered more as he was more relaxed.
- [17] He acknowledged that a renewal clause was not included in his contract of employment with Pepe's Marketing. He also acknowledged that the contract could be terminated by one month's notice on either side, however it was not dismissible on that ground. The Claimant asserted that he was

released from his contract with Arima Discount Mart but did not disclose a copy of this contract, nor his salary. He also stated that as soon as his employment ended at Pepe he began his contract with Arima Discount Mart; he did not disclose this in his Statement of Case by reason of an oversight.

[18] He admitted that he was not a candidate in 2013.

***Marcia Hasmatali***

[19] The witness testified that on the 29<sup>th</sup> August 2012 while watching the television programme 'Breaking Barriers,' she saw the Defendant, its host, displaying a photograph of the Claimant as well as a newspaper clipping which contained Mr. Bahadur's name. She heard the Defendant say, while displaying the photograph and advertisement aforesaid "He is a big thief, he is owing First Citizens Bank and he takes money from people." She immediately telephoned the Claimant and told him what the Defendant said on the broadcast.

[20] In cross examination Ms. Hasmatali revealed that she only saw the Claimant's photograph and the newspaper article, however she could not read anything in said article. She 'figured the article was about Jamie too.' She contradicted her testimony in her witness statement by stating the Defendant did not say that Mr. Bahadur's name was in the newspaper clipping; she also admitted that she did not know that Jamie's name was not in the newspaper clipping. Ms. Hasmatali also admitted that that part of her witness statement was inaccurate but could not account for the inaccuracy. She later said that there were untrue statements in her witness statements because she 'did not explain properly' and that her recollection of what she heard five years ago 'maybe' was not of the best.

**Marcus Ruiz**

[21] He testified that on the 28<sup>th</sup> September 2013 he arrived at the campaign office of Ms. Anita Seeram, who was running for the post of Councillor for the COP. Her office was located on the Southern Main Road, Curepe, opposite CAPS Bar. On arrival he met the Claimant and other persons.

[22] He testified that around 1:00p.m., he and other persons went outside the office to decorate it with COP paraphernalia. The Claimant was standing next to him when he heard a campaign truck approach – he saw the Defendant on the truck campaigning for the ILP candidate for the area. The truck slowed as it approached the office where the Claimant, the witness and others were standing. The Defendant, Inshan, pointed at Mr. Bahadur and shouted via microphone “Oh look the big thief Jamie Bahadur. Ask him what he did with people money, the bank have him on papers, he is a big thief don’t trust that man you know, he is a big thief I know him.” The Defendant repeated this several times as the truck moved along the Southern Main Road. He also stated that everyone was watching Jamie who was hurt and embarrassed.

[23] In cross examination, Mr. Ruiz stated that he was asked detailed questions by Mr. Bahadur’s lawyers in preparing his Witness Statement. He attributed that a part of the statement attributed to the Defendant in his Witness Statement was not included in a statement that he wrote four years after the incident and one year before the Witness Statement. His explanation for the added words were that he remembered them in 2017 and not 2016. He also acknowledged that in his 2016 statement he had not indicated that the Defendant repeated the statements as he indicated in his Witness Statement. His explanation was that the lawyer asked certain questions and he gave the answers. “This Witness Statement is not about what happened fully because I was only asked certain questions.”

[24] He asserted that his evidence that ‘everyone was watching Jamie’ was an assumption on his part and based on a question asked by his lawyer.

***Anita Seeram***

[25] Ms. Seeram testified that together with the Claimant and other named assistants, she stepped inside her office on the 28<sup>th</sup> September 2013 after lunch to hang banners.

[26] Whilst standing next to the Claimant, she saw the Defendant on a truck campaigning for the ILP. The truck drove very slowly past her office. She saw the Defendant atop the truck using a microphone. Upon spotting Jamie, he shouted: “Oh look the big thief, he is a big thief Jamie bahadur. Ask him what he did with people money, the bank have him on papers, he is a big thief, don’t trust that man yuh know, he is a big thief, I know him.” Ms. Seeram asserted that she saw the Defendant point repeatedly at the Claimant while he made these remarks. She also stated that persons nearby were looking in their direction attempting to see the person that the Defendant was pointing at and speaking about. She observed that the Claimant was hurt and distraught.

[27] In cross examination, Ms. Seeram stated that she gave a statement based on her recollection of the incident. She could not repeat the exact words uttered by the Defendant, and could not say whether the account that she gave as the witness was what she testified to in her Witness Statement. In answer to Counsel, Ms. Seeram stated that the Defendant said “Look the big thief there – pointing at the Claimant – the bank have him on papers.” She later stated that she quoted the Defendant’s exact words in her Witness Statement.



[28] She did not have her earlier statement which she wrote regarding the incident; however it was shorter and less detailed – She asserted that “The Claimant’s lawyer told me what should be in a statement, he helped me along.” She admitted that her account of what the Defendant said in her Witness Statement ought to have been included in her original statement. She claimed to be “pretty sure” that the statements attributed to the Defendant were in her original statement. She admitted however that she did not say in her first statement that she looked around and saw persons trying to see who the Defendant was referring to – that this information amounted to more details sought by the lawyer. She was unsure if she had stated before that the Defendant’s actions were prolonged.

[29] When it was pointed out to her that she had not stated in her original statement that:

- (i) the Defendant repeatedly made the defamatory statements “Jamie is a big thief”
- (ii) that the Defendant pointed at the Claimant over and over
- (iii) that the Claimant was visibility upset

[30] Seeram asserted that her original statement was “a summarised version of her Witness Statement” which she expanded after the lawyers asked her questions.

### ***Evidence for the Defendant***

[31] Mr. Ishmael acknowledged that a Notice by a financial institution seeking the whereabouts of a customer can be either positive or negative, however a bank would normally put out such a notice when seeking outstanding monies. He asserted that this is a negative and goes to the issue of good governance which reflects on the Claimant’s governance as an alderman. He held the view that the COP was irrelevant in 2013 having lost most of

the seats gained in the previous elections. His focus therefore was on the PNM and UNC. Further, Mr. Ishmael is denying that he made defamatory statements against the Claimant stating that there was no reason to do so since Mr. Bahadur was not stated as a candidate for re-election, his term having expired.

[32] In his Witness Statement<sup>2</sup>, the Defendant contended that his reference to the FCB Notice was made in order to highlight that the Claimant may be unable to manage his finance, an issue rendered important by the fact that the Claimant was a public figure. He insisted that his reference did not mean that the Claimant was a thief, an absconding debtor or untrustworthy in financial matters. Mr. Ali asserted that as a journalist, he considered that he was under a moral and social duty to refer to the said notice and he did so in a balanced, fair and responsible manner. The Defendant explained that he referred to the FCB Notice because the Claimant was a person in public life, he was open to scrutiny and the public had an interest in knowing about the said Notice.

[33] In cross examination the Defendant stated that he left the COP amicably and he bore no animosity toward COP members. He however revealed that the Claimant had had issues with him because he (the Defendant) had taken over the COP candidate's campaign from the Claimant and had left the COP. The Defendant made this allegation against all the Claimant's witnesses.

[34] For the first time he said that he attempted to contact the Claimant on one occasion, via telephone, unsuccessfully. He also stated that on the Breaking Barriers programme he showed an image of the Bank Notice and said "if the Claimant was looking can he say why the bank is looking for

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<sup>2</sup> Statement of Case paragraph 23

him.” The Defendant claimed that he asked FCB why they were looking for the Claimant – he was merely asking questions as a responsible journalist – this was not stated in his Witness Statement.

[35] With respect to the 20<sup>th</sup> September 2013, the Defendant testified that he read from a prepared script in which he criticised the then government, invited the public to attend an ILP meeting – however he did not refer to the Notice during the motorcade.

**Mr. Asim Mohamed**

[36] This witness is a producer of the television station IBM and was so employed on the 29<sup>th</sup> August 2012. He remembered the programme hosted by the Defendant that day and the fact that he referred to the FCB Notice in which the Claimant’s name was listed but could not recall exactly what was said by the Defendant. He was however clear that the Defendant did not call the Claimant a thief or accused him of taking people’s money.

**ISSUES**

***(1) Whether the statements of the 29<sup>th</sup> August 2012 and the 28<sup>th</sup> September 2013 were made by the Defendant.***

***(2) What is natural and ordinary meaning of the words?***

***(3) Were the words complained of in their natural and ordinary meaning defamatory?***

[37] The Defendant also relied upon the Defence of Qualified Privilege and Fair comment.

***(4) Did the words complained of amount to Fair Comment.***

***(5) Were the statements protected by Qualified Privilege.***

***Issue (1) Whether the Claimant made the statement dated 29<sup>th</sup> August 2012.***

- [38] The Defendant and his witness testified that no copy of the broadcast of Breaking Barriers on the 29<sup>th</sup> August 2012 was available since it was destroyed by a fire at the station. The only evidence advanced by the Claimant in proof of the fact that the statement was made is that of Ms. Hasmatali. It is therefore important to assess her testimony in order to determine whether it is creditworthy and reliable.
- [39] The Claimant relied upon the evidence of three witnesses; himself, Ms. Marcia Hasmatali, Marcus Ruiz and Ms. Anita Seeram. I should point out that the Claimant himself had not heard what had been said by the Defendant on the program and he relied entirely upon the evidence of Ms. Hasmatali in that regard.
- [40] An interesting feature of this case was that the witnesses for the Claimant had all given statements recording what they recalled that the Defendant had said. So whether it was in the case of Ms. Hasmatali, what she recalled the Defendant said on the television program and with respect to the others what they recall he said while campaigning the next year in Curepe.
- [41] In the normal course of things it would seem to me that those statements were made four years after the event and the witness statement was made one year later, five years later. That statements such as those which seek to self-corroborate which would normally be objected to, in this instance it was not because Counsel for the Defendant sought to use these statements to challenge credibility of the witnesses.
- [42] The credibility of the witnesses was critical in determining this case because there was no broadcast, no record of the program during which the Defendant was alleged to have defamed the Claimant and with respect to the incident on the 28<sup>th</sup> September 2013, they had to rely on their memory because there was no record of that as well. So that an

assessment of the evidence of the witnesses in order to determine where the truth lies was important and I bore in mind the guidelines provided in the Privy Council decision of **Reid v Charles** where a court has to determine where the facts lie. The court must have regard to not just the demeanour of the witnesses but of course all the documents in the pleaded case, the evidence and any other documents in order to determine which case was more probable than the other.

[43] I start with the evidence of Ms. Hasmatali, she testified that she was looking at the program and she saw the Defendant, its host displaying a photograph of the Claimant as well as a newspaper clipping which contained the Claimant's name and she heard the Defendant say the defamatory words which were that in fact the Claimant is a big thief owing First Citizens Bank and he takes money from people and she then telephoned the Defendant.

[44] In cross-examination Ms. Hasmatali revealed that she only saw the Claimant's photograph and the newspaper clipping, however she could not read anything in the article. She 'figured the article was about Jamie too.' She indicated that the Defendant did not call Mr. Bahadur's name and he did not refer to the fact that his name was in the newspaper clipping. She also said that she could not say whether in fact his name was in the clipping and this was somewhat contradictory. She admitted that part of her witness statement was inaccurate but she could not account for the inaccuracies. She later said that there were untrue statements in her witness statements because 'she did not explain properly' and that her recollection of what she heard five years ago maybe was not the best. So that this witness undermined her testimony somewhat before by stating in clear terms that there were untrue statements in her witness statement and that her recollection of what had been said five years ago maybe were not of the best.

[45] Marcus Ruiz and Ms. Seeram as I said before gave evidence as to what transpired during the campaign. In his statement which he gave four years after, but before the witness statement, he simply said that he was outside the campaign office, he saw the truck, he saw the Defendants on the truck and he heard the Defendant say 'look the claimant...he's a big thief...that the bank is looking for him.' In the witness statement, that statement was expanded and he testified there that what he heard was 'oh look the big thief (name called)...ask him what he did with people money...the bank have him on the papers...he's a big thief...don't trust that man, you know he is a big thief, I know him.' So that he also said there that the statement was repeated several times and that everyone was watching the Claimant who was hurt and embarrassed. Now that portion of the statement, the repetition, 'he's a big thief...don't trust that man, you know he is a big thief, I know him' had not been given in the original statement. So in cross-examination, as an explanation as to why the statement in the Witness Statement was far more expansive, there was more evidence, his explanation was that he was asked detailed questions by the Claimant's lawyers in preparing his witness statement.

[46] He asserted that a part of the statement attributed to the Defendant in his witness statement was not included in the statement that he wrote four years after the incident and one year before the witness statement. His explanation for the added words were that he remembered them in 2017 and not in 2016. He acknowledged that in his 2016 statements he had not indicated that the Defendant repeated his statements as he said in the witness statement and here in court and his explanation was that the lawyers asked certain questions and he gave the answers.

[47] He then went on to state 'this witness statement is not about what happened fully, because I was only asked certain questions.' He also stated that his evidence that everyone was watching the Claimant was an assumption on his part based on a question asked by his lawyer. All of the

witnesses for the Claimant were articulate, intelligent, educated people and they were well able to write a statement on their own as to what they heard and saw on the day in question. I found this to be a common feature in the evidence of the witnesses to the Claimant, that they all stated that they got material assistance from the attorney for the Claimant while preparing their witness statements and that that accounted for the differences between what they said originally and what they gave in evidence and what they said in the witness statement.

[48] The effect of what was added was to seek to strengthen the case against the Defendant, buttress the testimony by stating that the Defendant repeated the defamatory words. Later on we hear that he pointed at the Claimant and that both Mr. Marcus and Ms. Seeram withdrew their statement that people were trying to look at the Claimant while the statement was being said.

[49] I go on to Ms. Seeram's testimony and she too spoke only of the incident on the 28<sup>th</sup> September 2013, outside the campaign office. She was the candidate at the time. She saw the truck approach and she saw the Defendant on the truck and when he got to their office he shouted 'oh look the big thief, he's a big thief (name called) ask him what he did with people money, the bank have him on papers, he's a big thief, don't trust that man you know, he's a big thief, I know him.' It was her testimony in a witness statement and before the court that she saw the Defendant point repeatedly at the Claimant while he made these remarks. She also stated that persons nearby were looking in their direction attempting to see the person that the Defendant was pointing at and speaking about and she observed that the Claimant was hurt and distraught.

[50] In cross-examination, this witness indicated that she gave a statement based on a recollection of the incident. She could not repeat the exact words uttered by the Defendant and could not say whether the account

that she gave in her statement was the same account that appeared in her witness statement. Clearly this witness could not independently recall the evidence and as I said before, the issue really simply dealt with one statement that was given, whether they said it was repeated or not. In answer to Counsel Ms. Seeram stated that the Defendant said 'look the big thief there' pointing at the Claimant 'the bank have him on papers.' She said those were the exact words that were quoted in her witness statement but of course the witness statement was far more expansive than that.

[51] When asked by Counsel for the Defendant to account for the differences between the witness statement and even her testimony before the court, this was her answer and I quote, 'The Claimant's lawyer told me what should be in the statement he helped me along' She admitted that her account of what the Defendant said in the witness statement, ought to have been included in her original statement. She claimed to be 'pretty sure' that the statements attributed to the Defendant were an original statement. She admitted however that she did not say in the original statement that she looked around, saw persons trying to see who the Defendant was referring to and her explanation here was that that aspect of her evidence which was contained in her witness statement and which she purported to give in court, that bit of evidence amounted to more details sought by the lawyer. So that this was a common and as I said disturbing theme because a witness statement ought to represent the witness' recollection of what transpired on the day.

[52] An attorney in preparing a witness statement might be expected to deal with any typographical issues, paragraphing and may occasionally ask a question or two but probing from the attorney, as these witnesses have said should not have resulted in a material change in the content of what it is the witnesses originally saw/heard as the case may be.



- [53] In summary she admitted that these items were not in the original statement, that the Claimant was visibly upset, that the Defendant pointed at the Claimant over and over, that he repeated the statements over and over. She gave a further explanation that her original statement was a summarised version of her witness statement. I should point out that I did not have a favourable view of the evidence of the witnesses for the Claimant because I was left with the impression that there was an effort to concoct evidence certainly to buttress the case and I did not find the witnesses to be credit worthy for that very important reason.
- [54] The witnesses, my assessment of all of them was that they were very intelligent, highly educated, very articulate. These are the types of witnesses you could have left to draft your statement and unless something was unclear in the statement there was nothing necessary to be added.
- [55] Just for completeness I will treat with the Defendant's evidence because there were some inconsistencies in that he denied that he made the defamatory statement but in the course of his cross examination, he did disclose that when he was on the program, that he talked about the advertisement, but that he did not call him a thief, he's adamant about that. He said that even if he referred to it he was entitled to because the Claimant was holding public office and it was an issue relating to governance. He also said for the first time that he had attempted to contact the Claimant on one occasion via telephone unsuccessfully. This had not been pleaded, nor had it been in his witness statement.
- [56] On 20<sup>th</sup> September 2013, he had pleaded that he could not recall where he was but although he had admitted that in fact he was campaigning at the time, he said here in evidence, that he read from a script in which he criticised the then government and invited persons to attend an ILP

meeting, but he did not refer to the notice and he did not call the Claimant a thief.

[57] The first issue that I had to determine based on the fact that there is no record of what was said, was whether in fact on a balance of probabilities, the Claimant had established that the words had been uttered by the Defendant and my answer to that is no, for the reasons that I have articulated earlier. I was not satisfied on a balance of probabilities that the statements were issued and that is because I found the witnesses for the Claimant to be generally unreliable by reason of the discrepancies between the original statement they gave four years before the witness statement and the evidence under cross examination. The fact that there were material additions to the statements and the focus of the material additions really was to strengthen the case against the Defendant.

[58] I did not touch on the evidence of the Claimant himself, and I will touch on it. He gave evidence with respect to the defamatory statement as to what transpired in September. Another feature that I should note in passing was that the other witnesses said he asked them for a statement, they gave the statement to him which he then had in his possession and he handed over to the lawyers.

[59] His evidence with respect to the claim for special damages really was not credit worthy either. He said that he was damaged and he could not get a job, but he did in fact get a job soon after, about a month after this statement was alleged to have been made. He claimed a loss because there was a failure to renew because of the statement, but he did not call any witness to support it and additionally, that was not the agreement, there was no written agreement to renew, he said it was verbal as between himself and the manager of the company. He said that it was the statements of the Defendant which caused him loss, but he was able to complete the contract. I note that had it been as he said that the manager

told him that that was so damaging, that he couldn't keep him on, then certainly there was a termination clause in the contract which was not given effect to. At the end of that contract, almost immediately, he was able to secure another job, which he worked at. The Claimant also had his own businesses, which was not revealed until cross examination, so that even the Claimant I found had a tendency to try to exaggerate the evidence.

[60] Lastly, it had not been revealed by the Claimant, even though he had submitted statements of persons who had alleged that they heard the alleged defamatory statement of the Defendant on the program, those persons weren't called as witnesses. His witness Ms. Hasmatiali was his cousin, and that was not revealed until the cross-examination.

[61] So that in the circumstances and for all those reasons:

1. The Claimant's case is dismissed.
2. The Claimant to pay to the Defendant prescribed costs in the sum of Thirty Thousand, Six Hundred Dollars (\$30,600.00)

**Joan Charles**  
**Judge**