REPUBLIC OF TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

HCA No. S-1297 of 2002

BETWEEN

ANAND IAN RAMOUTAR

PLAINTIFF

AND

SHELDON CHAN RAMLAL

DEFENDANT

Before the Honourable Mr. Justice A. des Vignes

Appearances:

Mr. Vashish Maharaj for the Plaintiff

Mrs. Veena Badrie-Maharaj for the Defendant

JUDGMENT

Nature of the Claim and Counterclaim

1. This action was commenced on the 2nd August 2002 by the issue of a Writ of Summons claiming against the Defendant possession of All and Singular that parcel of land situate at El Socorro, San Juan, in the Ward of St. Anns in the island of Trinidad, comprising One Rood and Eleven perches bounded on the North by lands now or formerly of Norville on the South by a Road Reserve 30 links wide on the East by Lot 4 and on the West by Lot 2 which said piece or parcel of land is delineated and numbered 3 of the Plan marked "P" annexed to Deed registered as No. No. 17951 of 1983 (hereinafter referred to as "the larger parcel of land") as well as mesne profits for the said lands at the rate of $600.00 per year until delivery of possession by the Defendant.

2. On the 8th October 2002, the Plaintiff filed a Statement of Claim by which the Plaintiff alleged that he was the sole owner of the larger parcel of land and that the Defendant had entered into possession thereof as a licensee of the Plaintiff's sister to whom the Defendant had been married. By Notice dated 10th July 2002 the Plaintiff called upon the Defendant to deliver possession of the larger parcel of land but the Defendant has refused and/or neglected to deliver up possession.

3. The Defendant, by his Defence and Counterclaim filed on the 12th March 2003 admitted the Plaintiff's ownership of the larger parcel of land but claimed against the Plaintiff the following reliefs:

   (i) A declaration that he is entitled to an equitable interest in the larger parcel of land;
   (ii) Alternatively, a transfer of the lot (being a portion of the larger parcel of land situate at Chootoo Extension Road, El Socorro, San Juan unto the Defendant;
   (iii) Alternatively compensation for his share and interest in the said property and dwelling house.

4. In answer to a request by the Plaintiff's Attorney, the Defendant filed lengthy Further and Better Particulars of his Defence and Counterclaim on the 15th September 2003.

History of Action

5. The trial of this matter commenced before Justice Best on the 13th June 2005 but unfortunately was not completed before his retirement and therefore was re-assigned to my docket in late 2009. On the 7th December 2009, the matter was called before me for a status hearing, and, by consent of both sides, I ordered that the matter be heard de novo. At that stage I was informed that the Plaintiff intended to call six (6) witnesses and the Defendant intended to call three (3) witnesses, including the Defendant. Thereafter, I gave the following directions:

   (i) Agreed and Un-agreed bundles of documents to be filed and served on or before the 29th January 2010;

(ii) Witness statements to be filed and served on or before the 1st March 2010;

(iii) Statements of issues to be filed and served on or before the 8th March 2010;

(iv) Propositions of law with supporting authorities to be filed on or before the 30th April 2010;

(v) Matter adjourned for a Pre-Trial hearing on the 14th May 2010.

6. The Plaintiff's Attorney failed to comply with any of my directions but the Defendant filed a bundle of documents on the 29th January 2010, witness statements of the Defendant and George Cunjie on the 26th February 2010, a Statement of Issues on the 5th March 2010 and Propositions of Law on the 20th April 2010.

7. At a Pre-Trial hearing held on the 14th May 2010, the Plaintiff's Attorney informed the Court that he had decided not to file any witness statements on behalf of the Plaintiff because he had been instructed that the dwelling house on the property had been destroyed by fire and therefore, in his opinion, there was no dispute before the Court. I did not agree with the Plaintiff's Attorney that the destruction of the dwelling house resulted in the disposition of the issues raised in this matter. Accordingly, due to the Plaintiff's failure to comply with my directions and the fact that an application for relief from sanctions had not been filed on behalf of the Plaintiff, I dismissed the Plaintiff's claim with costs to be paid by the Plaintiff to the Defendant, certified fit for Counsel and reserved the assessment of costs to the trial of the Defendant's Counterclaim. Thereafter, I directed the Defendant's Attorney to serve the Defendant's witness statements, bundle of documents and Propositions of Law upon the Plaintiff's Attorney on or before the 21st May 2010 and fixed the trial for the 18th November 2010.

8. The trial of the Defendant's counterclaim proceeded on the 18th November 2010, 2nd December 2010 and 1st February 2011 but only the Defendant gave evidence in support of his counterclaim.

The Defendant's Contentions

9. The Defendant, having admitted in his Defence that the Plaintiff/Claimant is the sole owner in fee simple of the larger parcel of land, contended that he is entitled to the reliefs sought based on:

(a) His construction, at his own expense, of his matrimonial home upon one (1) lot of land which is portion of the larger parcel of land, with the permission of the Plaintiff's mother in early February 1985;

(b) His occupation, together with his former wife, of the matrimonial home from in or about February 1986 to 1990 and his continued sole occupation of same to the present;

(c) His expenditure of considerable sums of money improving the Lot of land and on the construction of the dwelling house, with the knowledge, encouragement and acquiescence of the Plaintiff and the other owners;

(d) His expenditure on all the outgoings with respect to the matrimonial home;

(e) His belief that the property would be his;

(f) The Plaintiff's failure to express any objection, concern or opposition to his construction of the dwelling house on the Lot and the Plaintiff's active encouragement to build his dwelling house on the Lot, thereby rendering it inequitable and unconscionable for the Plaintiff/Claimant to seek to recover possession thereof.

Assessment of the Defendant's Claims

10. Having carefully considered the Defendant's Defence and Counterclaim including the Further and Better Particulars thereof and evaluated his evidence-in-chief by way of witness statement and under cross-examination, I have come to the conclusion that the Defendant is not a credible witness and that his Counterclaim against the Plaintiff should be dismissed. I set out hereunder my reasons for rejecting his evidence under the several headings on which he sought to establish his Counterclaim.

His construction, at his own expense, of his matrimonial home upon one (1) lot of land which is portion of the larger parcel of land, with the permission of the Plaintiff's mother given in early February 1985

11. The first observation I want to make about the Defendant's evidence-in-chief is that at paragraphs 5 and 6 of his witness statement he stated that in early 1985 the Plaintiff's mother gave permission to him and his wife and that based on that permission he constructed his house comprising of a two storey building solely at his own expense.

12. However, at paragraph 8 of the said witness statement, he said he started to build the house by mid-March 1984 and that at the end of six months the house was incomplete but he and his wife moved in.

13. This obvious internal contradiction within the witness statement was only made worse when the Defendant faced cross-examination. At one point he stated that he built the house from late 1984 until early 1985 and that by February 1985, the house was already built. Later, he said he brought in carpenters from Guyana by mid-March 1984 and that he and his wife moved into the incomplete house in September 1984. Still later, he said that what was stated in paragraph 5 about permission being given in early 1985 was a mistake. Then, he changed his evidence to say that paragraph 5 was correct. Eventually, he said he could not remember when permission was given. To make matters worse, he then said that in February 1985, his mother-in-law gave written permission with her fingerprint for the construction of the house which had already been constructed. However, this was arranged by his wife and he could not recall if he was there when his mother-in-law put her thumbprint on the application. According to him, that written permission was to go to the Town & Country Planning for their approval. However, in his Further and Better Particulars, the Defendant had alleged that in 1984, not 1985, his mother-in-law notified the Town and Country Planning Division that she had given permission to her daughter and the Defendant to build their matrimonial home. Further, the Defendant did not produce any documentary evidence of such an application in support of this allegation. Finally, he admitted that when he said, at paragraph 6 of his

witness statement, that "*based on the said permission, I constructed my house….",* that was not true.

14. In the circumstances, insofar as the Defendant alleged at paragraph 2 (c) and (d) of his Defence and Counterclaim that the Plaintiff's mother gave permission to him and his wife to construct their matrimonial home and that in accordance with such permission he constructed his home, I find that the Defendant has failed to satisfy me that he had any permission, either oral or in writing, from the Plaintiff's mother to construct a house on the parcel of land in respect of which she held a life interest at that time.

His occupation, together with his former wife, of the matrimonial home from in or about February 1986 to 1990 and his continued sole occupation of same to the present

15. It is apparently not in dispute that the Defendant resided in a house on the larger parcel of land with his wife, the Plaintiff's sister until she left there in 1990 to go to the United States. According to the Defendant, in 1990, his wife left the matrimonial home for a vacation in the United States but never returned. The Defendant, by his admission of paragraph 3 of the Statement of Claim, also admitted that the Plaintiff had served upon him a Notice dated 10th July 2002 calling upon him to deliver possession of the subject lands and that he had refused and/or neglected to deliver up possession to the Plaintiff. The Defendant's case was that he was not there as a licensee of his wife but was there with the express permission of his mother-in-law given in early February 1985. Having already found against the Defendant on this allegation of permission from his mother-in-law, the question to be decided is whether the Defendant's occupation from February 1986 to the present gives him any right to claim an equitable interest in the property. In my opinion, mere occupation does not confer upon the Defendant any such equitable and enforceable right to remain in occupation. Between 1986 and 1990, he lived with his wife on lands in which his wife's mother held a life interest and his wife, together with her siblings, held the residuary fee simple. This by itself is consistent with the Defendant being a licensee. Between 1990 and 1994, the Defendant remained in occupation and once again such occupation is consistent with him being a licensee of the life tenant and

the owners of the fee simple. Between 30th October 1994 and July 2002, the Defendant remained in occupation and since I have no evidence from the Plaintiff as to the basis of his continued occupation, apart from his allegation of being there with permission of his mother-in-law, it would be a reasonable inference to draw that he remained there without objection of the owners. However, from July 2002, after service of the Notice by the Plaintiff, the Defendant's continued occupation was clearly without the Plaintiff's approval and his continued occupation could only be justified if he had some other legal or equitable basis for being there. In other words, mere occupation cannot be enough because prior to 2002, he was there either with the permission or acquiescence of the Plaintiff and these proceedings were brought on the 2nd August 2002, shortly after the service of the Notice to give up possession. The Defendant has not raised in his Defence and Counterclaim any issue of adverse possession and therefore, that issue does not arise for my consideration.

16. In the circumstances, insofar as the Defendant relied on his continued occupation to support the reliefs sought in his Counterclaim, I am not persuaded that such occupation gave rise to any such entitlement.

His expenditure of considerable sums of money improving the Lot of land and on the construction of the dwelling house, with the knowledge, encouragement and acquiescence of the Plaintiff and the other owners

17. The first observation I wish to make about this aspect of the Defendant's case is that, in large measure, the Defendant's allegations in his Defence and Counterclaim and in the Further and Better Particulars supplied were not supported by his evidence in his Witness Statement. I set out hereunder examples of allegations made by him that were not substantiated by evidence:

(a) In 1985, the Defendant filled in the said lot with fifty (50) to sixty (60) loads of quarry filled soil and top soil and planted several trees including coconut , orange, anar, rose and palm trees;

(b) The Defendant expended approximately $60,000 in the improvement of the said lot from 1985 to present;

(c) The construction of the said house continued in late 1985 with the erection of a concrete wall on the concrete decking of the said house, the construction of the roof of the house and the placing of door frames. The outer bathroom and toilet were also constructed during this period;

(d) In 1992-1993 the said house was painted both inside and outside in the colour white. The installation of sliding windows, doors, kitchen cupboards with utensils, the furnishing of the upstairs toilet and bathroom and the ceiling of roof (with half inch groove ply) were also completed;

(e) The Defendant spent approximately $690,000 on the construction of the house;

18. Further, insofar as the Defendant gave evidence of work done, materials purchased and workmen hired and paid, he failed to produce any documentary evidence to support his evidence.

19. Accordingly, insofar as the Defendant sought to rely on his expenditure of considerable sums of money in improving the property and in constructing the house to support his acting to his detriment in reliance on either encouragement or acquiescence on the part of the Plaintiff, he has failed to satisfy me that he actually incurred these expenses. I found the Defendant to be evasive and contradictory under cross-examination, especially when questioned about his ability to fund the alleged construction based on his income either in Guyana or in Trinidad. When I consider what the Defendant said in evidence and take into account the matters in respect of which he failed to adduce any evidence, despite making such allegations in the Further and Better Particulars of his Defence and Counterclaim, I have no hesitation in coming to the conclusion that the Defendant is not a credible witness and that he failed to prove on a balance of probabilities that he incurred these expenses in constructing the house.

20. In respect of the allegation that the Defendant expended these monies with the knowledge, encouragement and acquiescence of the Plaintiff and the other owners, the short point is that, apart from the bald assertion made in paragraph 16 of his witness statement, the Defendant failed to give any evidence to support the knowledge of the Plaintiff of his expenditure of money or any encouragement given or acquiescence of the Plaintiff. Accordingly, I am not persuaded that the Plaintiff knew of any such expenditure or encouraged the Defendant or acquiesced in any such expenditure

His expenditure on all the outgoings with respect to the matrimonial home;

21. Although the Defendant alleged in his Defence and Counterclaim and in his Further and Better Particulars that he paid outgoings such as T&TEC, TSTT and WASA bills from 1985-1986 to present, he failed to give any such evidence or to produce any bills in support. Accordingly, in the absence of such evidence I am constrained to find that the Defendant has failed to prove that he incurred expenditure on outgoings with respect to the matrimonial home.

His belief that the property would be his

22. The Defendant, in the Further and Better Particulars of his Defence and Counterclaim, alleged that the following words/actions caused him to believe that the property would be his:

(a) In 1984-1985, his mother-in-law, Lorna Ramoutar notified the Town and Country Planning Division that she had given permission to him and his wife to build their matrimonial home;

(b) In 1984-1985, his mother-in-law and his wife encouraged the Defendant to expend considerable sums of money towards the construction of the house and the improvement of the lot.

23. I have already found that the Defendant has failed to prove that his mother-in-law gave him any permission, either oral or written, to construct a house on the lot of land, and the Defendant has failed to produce any documentary proof of an application for permission

submitted by the Defendant's mother-in-law to the Town and Country Planning Division. In my opinion, the Defendant has also failed to give any credible evidence of any encouragement by his wife or his mother-in-law for him to expend considerable sums of money in the construction of the house and I have already found that he has failed to prove that he expended monies in so doing. Accordingly, insofar as the Defendant sought to contend that he believed the property would be his, any such belief was not based on a reasonable or credible foundation of fact.

Letters from the Defendant's wife between 1990 and 1994

24. The Defendant's Attorney also sought to rely on certain letters annexed to the Defendant's witness statement in support of the Counterclaim. These letters were allegedly written by the Defendant's wife to the Defendant from New York after she left home in February 1990. Insofar as the Defendant sought to rely on these letters for the truth as to their contents, the statements made therein are hearsay and are inadmissible to prove the truth thereof. However, since the Claimant's Attorney did not raise any objection as to the admissibility of these letters and did not cross-examine the Defendant thereon, I am prepared to consider these letters and to assess what weight I can put upon the statements made therein by the Defendant's former wife.

25. In the letter dated 25th February 1990, the Defendant's former wife, Gemma, made the following statements:

(a) *"You must be very careful with George, Kush and Veda. They are not good people. Try and avoid them in the place. If George gets the opportunity he'll move out everything from your house."*

(b) *I'm scared of George. I don't want him in the house at no time. Don't bring nobody in the house. We have worked hard to get want we want and don't listen to people they will try to fool you."*

26. In the letter dated 29th October 1991, Gemma also made the following statement:

> *"I do appreciate all the work you did on the house but you should have your meals on time."*

27. Further, in the letter dated 9th February 1994, Gemma made the following statement:

> *"I hoped you must have paid the water rate because they can seized the place if you don't pay it. They wouldn't disconnect it. They let the bill go up until they are ready to take action. You must also keep the place clean and do not allow strangers to have free access to the place especially your neighbours across the street."*

28. Having considered the full text of these letters and especially the statements quoted above, I am not satisfied that the statements made in these letters, either individually or collectively, prove that:

(i) the Defendant had permission from his mother-in-law to build the house on the plot of land;
(ii) he expended considerable sums of money in constructing the house; or
(iii) he had any reasonable basis for believing that the house would be his.

29. In the circumstances, I am of the opinion that these letters do not advance the Defendant's claim based on proprietary estoppel.

The Plaintiff's failure to express any objection, concern or opposition to his construction of the dwelling house on the Lot and the Plaintiff's active encouragement to build his dwelling house on the Lot, thereby rendering it inequitable and unconscionable for the Plaintiff/Claimant to seek to recover possession thereof.

30. Based on my earlier findings against the Defendant, I am also of the opinion that the Defendant is not entitled to succeed on this ground. Although the Defendant alleged that the Plaintiff "*actively encouraged him to build the house*", when asked to provide further and better particulars of this allegation, he relied on the fact that the Plaintiff "*never objected*" to the construction and to him continuing to reside at the property. However, in his evidence, the Defendant did not give any evidence that the Plaintiff was present during the period of construction of the house or was aware of any expenditure by the Defendant of money to construct the house. In any event, I have already found that the Defendant has failed to prove that he expended considerable sums of money on the construction of the property. Accordingly, the Defendant cannot rely on any active encouragement by the Plaintiff or any failure on his part to object to the construction or to his residing therein.

Conclusion

31. Counsel for the Defendant relied on proprietary estoppel to support the reliefs sought in the Counterclaim. In so doing, she referred to and relied on several authorities, including the following:

(i) **Thorner v. Major [2009] 3 All ER 945**;
(ii) **Matharu v. Matharu and Others [1994] FCR 216;**
(iii) **Lester v. Woodgate [2010] EWCA Civ 199**;
(iv) **Gillette v. Holt [2001] Ch 210**

32. In **Thorner v. Major** (ibid), Lord Walker of Gestingthorpe summarised the basis of the doctrine of proprietary estoppel (page 957a) in the following manner:

> "*Nevertheless most scholars agree that the doctrine is based on three main elements, although they express them in slightly different terms: a representation or assurance made to the claimant; reliance on it by the claimant; and detriment to the claimant in consequence of his (reasonable) reliance."*

33. Further on in his judgment, at parag. 56 et seq., Lord Walker expanded on the nature of the representation or assurance that must be established in order to succeed:

> *"[56] I would prefer to say (while conscious that it is a thoroughly question-begging formulation) that to establish a proprietary estoppel the relevant assurance must be clear enough. What amounts to sufficient clarity, in a case of this sort, is hugely dependent on context. I respectfully concur in the way Hoffmann LJ put it in Walton v. Walton (in which the mother's 'stock phrase' to her son, who had worked for low wages on her farm since he left school at fifteen was 'You can't have more money and a farm one day'). Hoffmann LJ stated (at para 16):*
>
> > *'The promise must be unambiguous and must appear to have been intended to be taken seriously. Taken in its context, it must have been a promise which one might reasonably expect to be relied upon by the person to whom it was made.'*
>
> *[57] Hoffmann LJ enlarged on this (at paras 19-21):*
>
> > *'But in many cases of promises made in a family or social context, there is no intention to create an immediately binding contract. There are several reasons why the law is reluctant to assume that there was. One which is relevant in this case is that such promises are often subject to unspoken and ill-defined qualifications. Take for example the promise in this case. When it was first made, Mrs Walton did not know what the future might hold. Anything might happen which could make it quite inappropriate for the farm to go to the plaintiff. ....*
> >
> > *But none of this reasoning applies to equitable estoppels, because it does not look forward into the future and guess what might happen. It looks backwards from the moment when the promise falls due to be performed*

and asks whether, in the circumstances which have actually happened, it would be unconscionable for the promise not to be kept.'

34. In **Lester and another v. Woodgate and another** (ibid) Patten LJ summarised the law on proprietary estoppel as follows: (at para 26):

"*Proprietary estoppel is conventionally based on a representation by words or conduct which amounts objectively to a statement about the future enforcement of legal rights or an intention to confer on the representee an interest in property. The court has to determine whether the words used or acts done would reasonably convey to the other party an assurance which it was reasonable for that party to rely upon. In such cases it is not necessary to prove that the representor intended that his words or conduct would have that effect or was even subjectively aware that they did so: see Thorner v. Major ....But clearly when such evidence does exist the reasonableness of the reliance is likely to be indisputable."*

35. Further on his judgment, Patten LJ also dealt with the law on estoppel by acquiescence and cited with approval the following passage from the judgment of Aldous LJ in **Jones v. Stones [1999] 1 WLR 1739**:

"At the heart of estoppel or acquiescence lies an encouragement or allowance of a party to believe something to his detriment. Thus the first question to determine is whether any action or inaction by Mr and Mrs Jones has encouraged Mr Stone to believe that he was entitled to place the oil tank on the wall in the position that he did and to keep the flower pots there. Second, if there was such encouragement, then it is necessary to consider whether that caused detriment to Mr Stones. Third, the court should decide whether in all the circumstances of the case it was unconscionable for Mr and Mrs Jones to assert their legal rights."

36. I have also considered the recent decision of the Privy Council in **Henry and another v. Henry [2010] 75 WIR 254** in which Sir Jonathan Parker delivered the judgment of the Board and usefully summarised the relevant principles applicable to a claim based on proprietary estoppel. He said, at para. 37:

> "[37] *In Gillett v. Holt [2000] 2 All ER 289… Lord Walker of Gestingthorpe (Robert Walker LJ, as he then was) discussed the nature of the doctrine of proprietary estoppel and the general principles underlying that doctrine. In the course of his judgment in that case Lord Walker said this [2000] 2 All ER 289 at 301….:*
>
> > *'…although the judgment is, for convenience, divided into several sections with headings which give a rough indication of the subject matter, it is important to note at the outset that the doctrine of proprietary estoppel cannot be treated as subdivided into three or four watertight compartments. Both sides are agreed on that, and in the course of the oral argument in this court it repeatedly became apparent that the quality of the relevant assurances may influence the issue of reliance, that reliance and detriment are often intertwined, and that whether there is a distinct need for a "mutual understanding" may depend on how the other elements are formulated and understood. Moreover the fundamental principle that equity is concerned to prevent unconscionable conduct permeates all of the elements of the doctrine. In the end the court must look at the matter in the round.'*
>
> *[38] Later in his judgment, under the heading "Detriment', Lord Walker said this….:*
>
> > *'Both sides agree that the element of detriment is an essential ingredient of proprietary estoppel. ….*
> >
> > *The overwhelming weight of authority shows that detriment is required. But the authorities also show that it is not a narrow or technical concept. The detriment need not consist of the expenditure of money or other quantifiable financial detriment, so long as it is something substantial. The requirement must be*

approached as part of a broad inquiry as to whether repudiation of an assurance is or is not unconscionable in all the circumstances. .... Whether the detriment is sufficiently substantial is to be tested by whether it would be unjust or inequitable to allow the assurance to be disregarded—that is, again, the essential test of unconscionability. The detriment alleged must be alleged and proved'

37. In this matter, the Defendant argued that, based on proprietary estoppel, it would be inequitable and unconscionable for the Plaintiff to seek to recover possession of the house having regard to his construction of a house on a lot of land, at his expense, with the permission of the Plaintiff's mother. He also relied upon his continued occupation of the house from February 1986 to date and his expenditure of considerable sums of money on improvements to the lot of land and on the outgoings with respect to the house with the knowledge, encouragement and acquiescence of the Plaintiff and the other owners.

38. However, when I apply the relevant principles to my findings of fact hereinbefore made, I have come to the conclusion that the Defendant has failed in his attempt to rely on proprietary estoppel in support of the reliefs sought in the Counterclaim. As set out in detail in the preceding paragraphs, the Defendant failed to prove on a balance of probabilities that:

(i) he had any permission or encouragement from his mother-in-law, either orally or in writing, to construct a house on the parcel of land in respect of which she held a life interest;

(ii) his occupation of the house from 1986 to 2002 was with the permission of his mother-in-law or on any other basis than as a licensee of his wife and/or his mother-in-law and/or the owners of the fee simple, including the Plaintiff;

(iii) he expended considerable sums of money in constructing the house and in improving the property;

(iv) the Plaintiff knew, encouraged and/or acquiesced in the expenditures of the Defendant in constructing the house and improving the property;

(v) he incurred expenditure in paying all the outgoings on the property from 1985 to the present.

39. Accordingly, I am of the opinion that the Defendant is not entitled to succeed on his Counterclaim and the same is hereby dismissed with costs to be paid by the Defendant to the Claimant, certified fit for Counsel, to be assessed by the Registrar, in default of agreement.

40. In respect of my earlier Order made on the 14th May 2010 whereby I dismissed the Plaintiff's claim with costs to be paid by the Plaintiff to the Defendant, certified fit for Counsel and reserved the assessment of those costs to the Defendant to the trial of the Defendant's counterclaim, I now order that the costs payable by the Plaintiff to the Defendant be assessed by the Registrar, in default of agreement.

Dated this 4th day of April, 2012

André des Vignes
Judge