

REPUBLIC OF TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE
(Sub-Registry, San Fernando)

No. CV2007 – 03635

BETWEEN

THE INCORPORATED TRUSTEES OF THE
ANJUMAN SUNNAT-UL-JAMAAT-ASSOCIATION
(Also known as AJNUMAN SUNNAT-UL-JAMAAT ASSOCIATION

Claimant

AND

HAMZA MOHAMMED

1st Defendant

MONTROSE MUSLIM ASSOCIATION
(Incorporated on 23rd August, 2004 as a non-profit limited
Liability Company bearing registration number M2699 (95)

2nd Defendant

BEFORE THE HONOURABLE JUSTICE JUDITH JONES

APPEARANCES:

Mr. R. Bissessar instructed by Mr. Rampersad for the Claimant

Mr. F. Scoon for the Defendants

JUDGMENT

1. The Claimant is a body incorporated by Act of Parliament, known as the Incorporated Trustees of the Anjuman Sunnat–Ul-Jammat Association of Trinidad and Tobago. The Second Defendant, the Montrose Muslim Association, was incorporated in August 2004 pursuant to the Companies Act Chap.81:01 as a non-

profit limited liability company with its registered office situate at Nos. 38-44 Andrew Street Chaguanas. The First Defendant is the Imam of the Second Defendant.

2. By this claim the Claimant seeks possession of two parcels of land situate at Montrose Chaguanas (“lots 40 and 38”) from the Defendants herein. By way of counterclaim the Second Defendant seeks declarations to the effect that it is the successor of an unincorporated association of the same name and that it is entitled to its assets and liabilities. These assets include lots 40 and 38. The Second Defendant also seeks orders which have the effect of determining any trusts which may have been established between the Claimant and the Montrose Muslim Association with respect to those two lots of land and seeks to have the two lots vested in it in fee simple.
3. In this judgment, to avoid a confusion of names, where it is necessary to distinguish between the two bodies both named the Montrose Muslim Association, the unincorporated association is referred to as the MMA while the incorporated Montrose Muslim Association is referred to as the Second Defendant. Where it is necessary to maintain the distinction between the Claimant as The Incorporated Trustees of the Anjuman Sunnat-Ul-Jammat Association, and the Association, the Association is referred to as ASJA, this accords with the distinction made in the Anjuman Sunnat-Ul-Jammat Association of Trinidad (Incorporation) Ordinance 1935 No. 24 of 1935.(“Act No.24 of 1935”).
4. The dispute surrounds a mosque and attendant facilities (herein after collectively called “the mosque”) situate on four parcels of land, lots 40, 38, 42 and 44. It is not disputed that at present the building which houses the mosque extends over three of the lots, lots 38, 40 and 42, while lot 44 is used partly as a paved parking lot for the mosque and partly houses a building used for recreational and other activities. It is accepted that the rift between the parties which culminated in these proceedings arose primarily from a request from the MMA, in early 2003, to ASJA to have the Islamic Community Services offices relocated from the

mosque. Although this relocation initially found favour with ASJA the relationship soon deteriorated assisted no doubt by the forced removal of the office of the Islamic Community Services from the compound.

5. Insofar as the land upon which the mosque is located is concerned it is not in dispute that lots 42 and 44, are vested in the name of the trustees of the Montrose Muslim Association. Lot 40 was by deed of gift dated the 12th May 1961 and registered as No 9941 of 1961 conveyed to the trustees of ASJA for the purpose of erecting and carrying on a mosque for the use and benefit of the Montrose Jamaat. Lot 38 by deed of conveyance dated the 19th June 1965 and registered as No 9158 of 1965 was conveyed to ASJA in fee simple.
6. With respect to the Claim, at first blush, the case for the Claimant is simple it says that it is the owner of lots 40 and 38 and seeks possession of those lots from the Defendants. The Second Defendant, on the other hand, says that lots 40 and 38 are held in trust for it as successor to the MMA and the Montrose Jamaat. The issues raised by the Claim therefore require (i) a determination of the question of whether the Second Defendant is the successor of the MMA and/or the Montrose Jamaat and (ii) an examination of the trusts, if any, upon which ASJA holds the two lots. By its Counterclaim the Second Defendant requires a consideration of the effect of the two deeds and the powers of the court with respect to the termination of any trusts found.

Is the Second Defendant the successor of the Montrose Muslim Association and/or the Montrose Jamaat?

7. To answer this question it is necessary to examine the evidence and arrive at determinations of fact with respect to the acquisition of the land upon which the mosque stands, the history of the MMA and the Second Defendant and the relationship between them and the Claimant.

8. Evidence in this case was given on behalf of the Claimant by the President of ASJA, Yacoob Ali. On behalf of the Defendants, Shukur Mohammed Shakeer, Aphtaab Mohammed and Hamzah Mohammed gave evidence. The evidence of both Aphtaab and Hamzah Mohammed though relevant are marginal to the central issues for my determination. Their evidence was however not contradicted nor were they, in my view, shaken in cross-examination. I accept their evidence.
9. Aphtaab Mohammed's evidence in chief was with respect to the membership in the Second Defendant. He stated that he is the secretary of the Second Defendant and that the formal membership of the Second Defendant was at that time over 350 persons. In cross-examination however he states that he had been a member of the Montrose Muslim Association since his birth. His father, he says, had been the President. He was born in 1955. In fact as we will see the MMA was not formed until 1961, however, there was prior to its establishment a building committee formed 1956 in which a Shakir Mohammed was the Chairman. In my view this slight imprecision is understandable. The impression given by the witness was that he was a member since he knew himself. Of importance however is the fact that this evidence canvassed by the Claimant supports the other evidence of the existence of an organisation, the precursor to the MMA.
10. As far as this witness was concerned the MMA was never a member of ASJA although there were members who were members of ASJA and who themselves held prominent positions in the association. He admits however that the last Imam before the First Defendant generally adhered to ASJA's practices and that this was tolerated by the other members of the MMA.
11. According to Hamzah Mohammed, the First Defendant, he had been a member of the MMA since his youth but had never been a member of ASJA. He says that between the years 1999 and 2003 he was the Assistant Imam of the MMA and was thereafter appointed Imam. At present he is the Imam and a director of the Second Defendant. According to him in so far as these proceedings are concerned he has always acted in the capacity of servant or agent of the Montrose Muslim

Association whether incorporated or unincorporated and never in his personal capacity.

12. Yacoob Ali and Shakur Mohammed Shakeer (“Shakeer”) were the main witnesses for the opposing sides. Both of these witnesses relied heavily on different versions of an article by one Zayd Khan intituled: “Historical Background of the Montrose Muslim Community” or “Historical Sketch of the Montrose Muslim Community”. While it was accepted by both sides that the writer is a person well regarded and respected in the community, of concern here is status to be accorded the facts contained in the article. Zayd Khan did not give evidence before me nor was there any application by either of the parties to have the statements made by him in the article admitted pursuant to the Evidence Act and Part 30 of the Civil Proceedings Rules. It seems to me that insofar as each version contains identical facts I can treat those facts as facts agreed by the parties. Insofar as the facts are not the same then it seems to me that at best these facts can only be used as a corroboration of the evidence before me.
13. With respect to the evidence of Yacoob Ali it is clear that his personal knowledge is limited to incidents that occurred after he became president in the year 1999. Insofar as he purports to give evidence of events which occurred prior to 1999 he gives no basis for such evidence save insofar as the information may have been contained in Zayd Khan’s article or in other documents before the Court. Further his evidence is laced with opinion gleaned, it would seem, from his interpretation of the documents. In those circumstances I place little or no weight on the evidence of Mr Yacoob Ali except insofar as the evidence confirms that of other primary evidence before me or is in accordance with documents the contents of which are agreed or concerns events after 1999. Even with respect to the events after 1999 his evidence, in the main, is based on letters received and documents read.
14. No assistance is given by him therefore with respect to the acquisition of the lots of land or the relationship between ASJA and the MMA prior to 1999. In these

circumstances the main evidence, apart from the agreed facts and documents, before me with respect to the activities prior to 1999 is the evidence of Shakeer. According to this witness he was born in the 1940s, was a member of the youth arm of the MMA, the MMA and the Second Defendant. He was the President of the MMA for a total of 10 years and is now a director of the Second Defendant.

15. In general with respect to his evidence I find this witness to be a credible witness. I have come to this conclusion from his demeanour in the witness box as well as from his answers on cross-examination. In this regard I found his answers to be fair and to the point whether or not the particular answer necessarily advanced the case presented by the Second Defendant. I accept his evidence. With respect to the evidence of Shakeer however two things must be borne in mind, the first is the fact that his recollection of some of the earlier events may have been clouded by his relatively young age and the second is that in some instances the witness seeks to confirm the opinion of Zayd Khan without actually giving evidence of facts. In these latter two circumstances no weight is placed on this evidence.
16. Documents put into evidence by consent included the relevant deeds of title to the four lots of land, the ASJA constitution, the correspondence between the parties with respect to the Islamic Community Services impasse and bank statements for the bank account held by the MMA.
17. In accordance with my assessment of the evidence the following findings of fact are made by me. Lot 40 was purchased in the year 1956 for \$1,650.00 by Ishrak Ali. Around the same time a building committee was formed for the purpose of erecting a mosque on the site. Zayd Khan refers to this building committee in one article as the Mosque Building Committee in the other as the Montrose Building Committee. I accept that it is one and the same committee. This committee comprised members of the Montrose Jamaat.
18. The construction of the original mosque was started by the Montrose Jamaat spearheaded by the building committee. This construction started in 1959 and was

completed in 1968. On the 4th February 1961 the building committee was dissolved and the MMA formed with its own constitution and elected officers. In May 1961 the MMA became affiliated to ASJA. To this end articles of affiliation were drawn up. The purpose of the affiliation was to prevent the association from being infiltrated by the members of other sects of the Muslim faith of non Sunni persuasion. For the same purpose and for the protection of the mosque lot 40 was at the same time conveyed to the trustees of ASJA to hold on trust for the purpose of erecting and carrying on a mosque for the use and benefit of the Montrose Jamaat.

19. In the year 1968 lot 38 was purchased. The purchase price of \$3,500.00 was raised as follows: \$2,500.00 from the members of the MMA and \$1,000.00 from ASJA. Although the proportion of the contributions does not accord with the article by Khan the evidence of Shakeer is the only evidence before me as to the contributions to the purchase price and I accept this evidence.
20. In or around 1983 the mosque that had been constructed on lot 40 was demolished and a new mosque constructed by the MMA straddling lots 38 and 40. In 1987 Lot 42 was purchased by the MMA and conveyed to its trustees. The purchase money was provided by the MMA. This lot was paved and used as a car park and for various sporting activities. In 1995 Lot 44 was purchased and placed in the name of the trustees of the MMA. Although the deed recites that the purchase was on behalf of Montrose Muslim Association, an incorporated body, there is no evidence that there was in existence an incorporated body at that time and I find that there was at the time no such body.
21. In 2002 the Imam at the time resigned and with the approval of the Association at general meeting the procedure for the appointment of another Imam was put in place. The procedure adopted was not in accord with the procedure mandated by the ASJA constitution for the appointment of Imams with respect to its associate members. Shakeer was the President of the MMA at the time. In accordance with the procedure adopted by the MMA the First Defendant was appointed Imam and

installed in 2003. Also installed at the same time was a new executive. Shakeer continued as an executive member.

22. In August 2004 the Second Defendant was incorporated. The undertakings of the Second Defendant include:
 - (i) To develop a community in Montrose and its environs so that its members would really understand the Deen (religion) of Islam and live their lives in accordance with the Book of Allah, Al Quran and the Sunnah or Way of the Prophet.
 - (ii) To carry on and maintain mosques, Islamic prayer centres and other institutions for the conducting and performing of daily prayers, Friday congregational prayers, marriage ceremonies, burial rites and other activities as they pertain to the belief of the membership of the company.
23. The signatories on the bank account originally held by the MMA are now the First Defendant and the treasurer and assistant treasurer of the executive council of the Second Defendant. In 2004 further construction work was commenced on lot 42 on an extension of the mosque complex. There is now on lot 42 a lecture hall a dining room, a ground floor car park and an office. It was during the course of this construction that the Islamic Community Services was removed from the mosque compound.
24. According to Shakeer all the funds used to construct the complex on the four lots of land were provided by the members of the Association whether incorporated or unincorporated.
25. For the purposes of these proceedings I accept the definition of Jamaat as contained in the ASJA Constitution and find that the word Jamaat refers to the members of a local community forming themselves into a group. With respect to

the Montrose Jamaat I find as a fact that in the year 1956 it was led by the building committee. In 1961 this organisation developed into the Montrose Muslim Association with a constitution and an elected executive. Despite this fact I find that the name Montrose Jamaat and the Montrose Muslim Association were used interchangeably to refer to the same body.

26. Despite the affiliation of the MMA to ASJA in 1961 the MMA continued to operate and control its own affairs. In this regard the MMA was a body independent of ASJA under its auspices rather than under its control. This, in my view, accords with the rationale for the affiliation and the evidence of the defendants as to the operations of the unincorporated body. This opinion is supported by Zayd Khan when he says that “Montrose Muslim Association became an affiliate of ASJA in 1961 with the curious set up of an association becoming affiliated to another association.”
27. In addition it is clear from the evidence that the procedure for the appointment of an Imam as specified by the ASJA constitution was not followed with respect to the First Defendant’s appointment as Imam of the MMA. Despite this no objection was made by ASJA to his appointment until the evidence of Yacoob Ali in these proceedings. Indeed from the correspondence and the minutes of a meeting held on the 20th May 2004, all put into evidence by consent, ASJA continued to treat the First Defendant as the duly appointed Imam of the MMA.
28. In my opinion therefore rather than fall under the definition of associate member under article 6 of the ASJA Constitution as submitted by the Claimant insofar as the relationship may be described by the ASJA constitution it is article 21 that is applicable. Article 21 deals specifically with affiliation in particular the article provides that an affiliate of ASJA shall not interfere in the management and operations of ASJA nor shall ASJA interfere with the administration of the affiliate.

29. Insofar as Yacoob Ali purports to arrive at certain conclusions as to the relationship between the unincorporated body and ASJA I am of the view that these conclusions are unsupported by evidence. In particular with respect to the letters purportedly written by persons calling themselves the Montrose Branch of ASJA the existence of this body does not accord with the history of the Association from 1961. No evidence is given as to the existence of this branch save insofar as letters bearing the letterhead Anjuman Sunnat-Ul-Jamaat Montrose branch was put into evidence. With respect to these letters it must be noted that these letters were written at a time prior to the incorporation of the Second Defendant.
30. Of greater significance is the fact that in a letter of 4th February 2003 written by Yacoob Ali on behalf of ASJA reference is made to the MMA rather than the Montrose Branch of the ASJA. Indeed it is only after this letter that the name Montrose Branch of ASJA surfaces. In the circumstances while there may very well be such a branch this is of relatively recent vintage. In my view this branch is not the successor to or connected with the unincorporated association that was affiliated to the ASJA in 1961.
31. There is no evidence disputing the fact that it was the duly installed executive of the MMA who made a decision to incorporate the Second Defendant. In this regard the evidence of Yacoob Ali is that, as evidenced by a letter dated the 29th April 2003 in March 2003, the Association was purportedly dissolved by the First Defendant. In truth and in fact, far from dealing with the dissolution of the MMA, that letter dealt with a decision of “the Jamaat” on the 5th March 2003 to dissolve the executive. According to Shakeer who was the President at the time thereafter a new executive was installed. Again there is no evidence or allegation that this was not in accord with the constitution of the MMA. Similarly there is no evidence that the decision of the executive of the MMA to convert the MMA into a non-profit company was contrary to their powers under the constitution or somehow not authorised by the members of the MMA.

32. In the circumstances I find that the Second Defendant is the successor of the body known as the Montrose Muslim Association also called the Montrose Jamaat. Further I find as a fact that the construction of the various buildings that at one time or the other comprised the mosque was financed in the main from the funds either belonging to the Jamaat, the MMA and the Second Defendant or from monies donated to them for the purpose of the construction by them of the mosque and its attendant buildings.

Are lots 40 and 38 held by ASJA on trusts for the Second Defendant and if so what is the nature of the particular trust?

33. **Section 2 of the Anjuman Sunnat-al-Jammat Association of Trinidad (Incorporation) Ordinance 1935** provides that the President, First Vice-President and trustees of the Association and their successors in office “shall be and is hereby created a body corporate by the name of the Incorporated Trustees of the Ajuman Sunnat ul- Jammat Association of Trinidad (hereinafter called “The Incorporated Trustees”) and by that name shall have perpetual succession and shall and may sue and be sued ...”
34. Section 3 provides that subject to rules regulations and control of the Association The Incorporated Trustees shall have “full power to acquire for the Association by purchase, exchange, demise, gift, bequest or otherwise, all lands or other property of what nature or kind so ever in perpetuity..... and subject to such rules and regulations and control as aforesaid to take, hold and enjoy the same and subject to the performance of any trust upon which the said lands may have been acquired.”
35. It is clear by the Ordinance that a distinction is made between the Incorporated Trustees and the Association. Indeed the Ordinance provides for the incorporation of certain persons as trustees. It is these persons who are referred to as The Incorporated Trustees. These persons include the trustees of ASJA. It is clear also

that the Ordinance provides that real property be held on behalf of ASJA by The Incorporated Trustees and in no other manner.

36. With respect to lot 40 the deed of gift conveys the lot to the trustees of ASJA to be held by them on trust for the purpose of erecting and carrying on a Mosque thereon for the use and benefit of the Montrose Jamaat. In this regard the deed shows an intent to create a trust, it identifies the trust property, lot 40; the persons intended to be the beneficiaries of the trust, the Montrose Jamaat, and the purpose of the trust, the erecting and carrying on of a Mosque.
37. It is clear therefore that by Deed No 9941 of 1961 there is established an express trust for charitable purposes whereby the trustees in the deed hold lot 40 on trust for the purpose of erecting and carrying on a mosque for the benefit of the Montrose Jamaat. It must be noted here that by the deed title is vested not in The Incorporated Trustees but rather in the trustees of ASJA at the time. It would seem to me that this fact is further evidence of the intention that the MMA or the Montrose Jamaat be a body independent of ASJA. In addition this fact has further implications with respect to the successful prosecution of this Claim.
38. I find as a fact therefore that lot 40 is held by the trustees of ASJA, whoever they may be, on trust for the purpose of erecting and carrying a mosque for the use and benefit of the Montrose Jamaat also called the Montrose Muslim Association. I find that the Second Defendant as the successor of the Montrose Muslim Association also referred to as the Montrose Jamaat is the beneficiary of the said trust. Further I find that the fact that a mosque has already been erected on the lot does not exhaust the purpose of the trust which still exists for the purpose of carrying on the mosque. I also find as a fact that the ownership of lot 40 is not vested in The Incorporated Trustees, the Claimant in this action.
39. Unfortunately the position with respect to lot 38 is not as clear. In the first place, unlike lot 40, no express trusts are declared in deed No.9158 of 1965. In the second place it is not a deed of gift. In the third place the lot is conveyed to ASJA

directly and not by the medium of the Incorporated Trustees. It is not in dispute there is no power given ASJA by the Ordinance to hold property in its name. By section 3 of the Ordinance all property must be acquired in the name of the Incorporated Trustees.

40. It is clear that insofar as the deed purports to convey the land to ASJA the conveyance can be of no legal effect. In my opinion therefore on the facts of the instant case the answer must be found by assuming either a resulting or constructive trust. The first port of call is the resulting trust. Such a trust arises by implication of law in two circumstances.

“The first set of circumstances occurs where A makes a voluntary payment to B or pays (wholly or in part) for the purchase of property which is vested either in B alone or in the joint names of A and B, there is a presumption that A did not intend to make a gift to B. The money or property is held on trust for A (if he is the sole provider of the money) or in the case of a joint purchase by A and B in shares proportionate to their contributions. This has been described as a presumed resulting trust.

The second set of circumstances occurs where A transfers property to B on express trusts, but the trusts declared do not exhaust the whole beneficial interest. This has been described as an automatic resulting trust.”

Halsburys Laws of England Fourth edition Volume 48 paragraph 705 pages 488 and 489.

41. On the other hand a constructive trust will attach by law to property which is neither expressly subject to any trusts nor subject to a resulting trust in circumstances where it would be inequitable to allow B, in the example above, to assert full beneficial ownership of the property. In either case the property is held by B in trust for A.

42. In the circumstances of the instant case, in my view, it matters not whether the effect of the failure of the deed to convey lot 38 in the name of The Incorporated Trustees gives rise to a resulting or constructive trust. At the end of the day the beneficial interest in lot 38 is held by the MMA or its successor and ASJA in proportion to their contributions. On the facts of this case given the fact that contributions were made by ASJA to the purchase price even if a constructive trust were presumed in my view equity would demand an acknowledgement of that portion of the purchase price paid by ASJA.
43. In accordance with the evidence therefore the beneficial interest in lot 38 is shared between the Second Defendant, as the successor of the MMA, and ASJA. In accordance with the contributions made to the purchase price therefore the Second Defendant is entitled to a $5/7^{\text{th}}$ interest in Lot 38 and ASJA a $2/7^{\text{th}}$ interest. With respect to lot 40 the benefit of the trust vests in the Second Defendant.
44. With respect to the Claim in my opinion the Claimant is not entitled to the possession of either lot 40 or lot 38 from the Second Defendant. In neither case is title held in the name of The Incorporated Trustees. In any event the Second Defendant is in occupation of lot 40 as a beneficiary and not as a licensee as the Claimant alleges. For avoidance of doubt let me say that it seems to me that the trustees of the trust on the lot are the trustees of ASJA whoever may hold the position. From the Constitution of ASJA it would seem to me that despite the incorporation pursuant to the Ordinance the post of trustees continue and are enshrined in article 15 of the constitution.
45. The declarations as to successorship and the validity of the deed of conveyance to lot 38 apart the Second Defendant also seeks an order directing that the trustees of ASJA transfer lots 38 and 40 to it in fee simple. With respect to lot 38 it seems to me that the Second Defendant would only be entitled to same upon the payment to ASJA of a sum equivalent to $2/7^{\text{th}}$ of the value of lot 38. With respect to lot 40 however the Second Defendant submits that the power to make the order sought

arises from section 45(f) of the Trustee Ordinance. I do not accept this submission.

46. Section 45 of the Trustees Ordinance deals with vesting orders. In particular section 45(f) provides that “where a trustee jointly or solely entitled to or possessed of any interest in land or entitled to a contingent right therein, has been required, by or on behalf of a person entitled to require a conveyance of the land or interest or release of the right, and has wilfully refused or neglected to convey the land or interest or release the right for twenty-eight days after the date of the requirement the Court may make an order (in this ordinance called a vesting order) vesting the land or interest in any such person in any such manner and for any such estate or interest as the Court may direct ...”
47. In this regard the operative words are: “by a person entitled to require a conveyance of the land”. The section does not in my opinion entitle any beneficiary to a vesting order of the lands held on trust for such beneficiary but rather only a beneficiary entitled to require a conveyance of the land. In my opinion the terms of the trust do not entitle the beneficiary to the conveyance of the land. In those circumstances despite my finding that the Second Defendant is the beneficiary of the trust it is not “a person entitled to a conveyance of the land” and the section does not apply.
48. It may be however that it is open to the trustees of ASJA to apply for an order pursuant to section 58 of the Trustee Ordinance but this has not been sought nor has it been argued before me and I make no determination in this regard.
49. In the circumstances the Claim is dismissed against both defendants. The Second Defendant is entitled to the following declarations and consequential orders:
 1. A declaration that it is the successor of the Montrose Muslim Association and the Montrose Jamaat and entitled to the benefit of all the assets of the said bodies as well as their liabilities.

2. A declaration that deed No. 9158 of 1995 is null and void and of no effect.
3. A declaration that the parcel of land comprising one lot situate in the ward of Chaguanas and forming part of the Montrose estate known as lot No 38 Andre street and bounded on the North by lot 40 Andre street on the south by lot 36 Andre street on the east by lot 35 Constance Street and on the west by Andre street (hereinafter called "lot 38") is owned by the Second Defendant and the Claimant in shares of 5/7ths and 2/7th respectively;
4. An order that lot 38 be valued by a valuator appointed by both parties and that the Second Defendant purchase the Claimants 2/7th interest within three months of the presentation to it of the valuation report by the payment to the Claimant of a sum representing 2/7ths of the market value of lot 38 as determined by the said valuator.
5. In default of the Claimant executing the documents necessary to transfer lot 38 to the Second Defendant in accordance with the purchase transaction referred to at paragraph 4 herein the Registrar of the Supreme Court shall be empowered to execute same on the Claimant's behalf.
6. The Claimant shall pay to the Defendants the costs of the Claim quantified in the sum of \$14,000.00 and to the Second Defendant the costs of the Counterclaim quantified in the sum of \$7,500.00.
7. Liberty to apply.

Dated this 14th day of July 2009.

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Judith Jones

Judge