

**THE REPUBLIC OF TRINIDAD AND TOBAGO**

**IN THE HIGH COURT OF JUSTICE**

**Claim No. CV2021-02170**

**BETWEEN**

**DARRON DANIEL**

**Claimant**

**AND**

**SCOTIABANK TRINIDAD AND TOBAGO LIMITED**

**Defendant**

**Before the Honourable Madame Justice Margaret Y Mohammed**

**Date of Delivery August 25, 2021**

**APPEARANCES**

**Mr Ganesh Saroop instructed by Ms Whitney St Clair Attorneys at law for the Claimant  
Mr Colin Kangaloo and Mr John Lee instructed by Ms Simonne Jaggernauth-Clarke  
Attorneys at Law for the Defendant**

**REASONS**

1. On 13 August 2021, I dismissed the Claimant’s Notice of Application (“the Application”) filed on 9 July 2021 seeking injunctive relief against the Defendant. The Claimant had sought orders for:
  - (i) An interim injunction restraining the Defendant, its servants, agents and/or employees from entering upon and/or taking possession and/or removing the Claimant and his personal effects from the property described in the Deed of

Mortgage registered as DE201001301856D001 and located in the ward of Manzanilla, in the Island of Trinidad (“the property”) pending the hearing and determination of the claim;

(ii) An interim injunction preventing the Defendant from dealing with the property in any manner whatsoever pending the hearing and determination of the claim.

(iii) Costs;

(iv) Such further and other relief as the Court deems fit.

2. Upon dismissing the Application, I ordered the Claimant to pay the Defendant’s costs of the Application to be assessed by this Court in default of agreement at the completion of this matter. The Claimant having appealed my decision I now set out my reasons.

### **The Application**

3. The Application was supported by an affidavit of the Claimant filed on 9 July 2021 (“the Claimant’s Affidavit”). The Defendant’s position opposing the Application was set out in an affidavit of Mr Ramesh Cassie filed on 23 July 2021 (“the Cassie Affidavit”). Prior to the hearing, the Claimant filed submissions and authorities in support of the Application and the Defendant filed a speaking note and authorities in opposition. At the hearing, I pointed out to the Attorney at law for the Claimant that some of the exhibits to the Claimant’s Affidavit were not complete copies and in some cases the reference in the Claimant’s Affidavit to the exhibits were incorrect. There was consensus by the parties that the Cassie Affidavit had exhibited complete copies of all the documents which were exchanged by the parties from the Agreement for Sale dated 20 November 2019 (“the Agreement for Sale”). In these Reasons, where possible I have included the reference used in both the Claimant’s Affidavit and the Cassie Affidavit.

### **The relevant principles of law**

4. The legal principles which a Court must consider in granting an injunction were not in dispute by the parties. I considered the guidance of Aboud J (as he then was) in **Niquan Energy Trinidad Limited v World GTL Trinidad Limited and others**<sup>1</sup> which in turn had considered the principles in **Jetpak** and **National Commercial Bank v Olint Corp Ltd**<sup>2</sup> and observed at paragraph 81 that:

“81. In applying these principles, as I understand them, to the facts of this case I must first evaluate the relative strengths of each party’s cases as disclosed on the affidavits, paying particular regard to the evidence against which there is no credible dispute, and being cautious, where there is such dispute, to void a mini-trial on untested affidavit evidence. All the authorities agree that this first step is a threshold test and a “fail” here on the relative strengths of each party’s cases will certainly be fatal. The question to be asked is whether there is a serious issue to be tried. As Lord Hoffman said in *Olint*, echoing his earlier words in *Films Rover* that were approved by Chief Justice de La Bastide in *Jetpak* (page 370), the court must feel a “high degree of assurance” that the injunction sought at the interlocutory stage will be granted at the trial. I am also guided by the way Sir Robert Megarry V.C put it in *Mother Care Ltd v Robson Books Ltd* [1979] FSR 466:

“The prospects of the plaintiff’s success are to be investigated to a limited extent, but they are not to be weighed against his prospects of failure. All that has to be seen is whether the plaintiff has prospects of success which, in substance and reality, exist. Odds against success no longer defeat the plaintiff, unless they are so long that the plaintiff can have no expectation of success, but only a hope. If his prospects of success are so small that they lack substance and reality, then the plaintiff fails, for he can point to no question to be tried which can be called ‘serious’ and no prospect of success which can be called real.”

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<sup>1</sup> CV2013-02699

<sup>2</sup> [2009]UKPC 16

5. I also took into account the guidance of Kokaram J(as he then was) in **Tricia Brown v Elroy Julien and Anor**<sup>3</sup>, where he stated that a Court when exercising its discretion in granting interim orders ought to consider :

- (a) The Court's freedom to do justice at the trial;
- (b) Whether there is a serious issue to be tried is determined upon an evaluation of the relative strength of the parties case;
- (c) The weaknesses of a party's case must be taken into an account;
- (d) The Court should consider the prejudice the Claimant may suffer if no injunction is granted or the Defendant may suffer if it is;
- (e) The likelihood of such prejudice actually occurring;
- (f) The extent to which a party may be compensated by an award of damages or enforcement of the undertaking in damages. However, there is no general rule that if damages are an adequate remedy an injunction will not be granted;
- (g) The likelihood of whether a party is able to satisfy such an award. However, the indigent ought not to be penalised where there are merits in their claim or in the balance it is just to grant interim relief;
- (h) Where the balance of convenience lies;
- (i) The likelihood that the injunction will turn out to have been wrongly granted or withheld i.e. the court's view of the relative strengths of the parties' case. This last matter should only be considered if the other matters are evenly balanced or where it is possible to form such a view on facts which are clear or not in dispute;
- (j) The overriding objective, which is relevant in the exercise of the power to grant injunctive relief.

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<sup>3</sup> CV2019-00550

## **Analysis and findings**

6. In deciding whether to grant the injunctive relief sought in the Application, I had to decide what order would preserve the status quo and result in the least risk of irremediable prejudice, while allowing the Court to do justice to the parties at the end of the trial. I decided against granting the injunction sought by the Claimant for the following reasons.
7. First, the Defendant has a stronger case based on the issues to be tried. The Claimant's case against the Defendant was that it breached the Agreement for Sale by wrongly terminating the sale of the property on 25 May 2021, as he was always ready and willing to complete the sale. Further, the delay in completing the sale of the property was due to the Defendant which was not in a position to provide a good and marketable title. The Claimant also claims that the Defendant misrepresented to him that obtaining the WASA Clearance Certificate for the property was necessary in order to complete the sale and the Defendant waived its rescission of the Agreement for Sale by its conduct after 25 May 2021. Based on these claims the Claimant has sought specific performance of the Agreement for Sale, damages for breach of contract or repayment of the sum of \$51,712.00
8. The Defendant's position was it did not breach the Agreement for Sale, as based on the Claimant's own evidence he was not in any position to complete the sale of the property by 25 May 2021, which was the deadline fixed by the Defendant; the said deadline was reasonable; and there was no delay by the Defendant in showing a good and marketable title. The Defendant also asserted that it did not represent to the Claimant that the WASA Clearance Certificate was necessary to complete the sale of the property, as there was no duty on the Defendant to provide the WASA Clearance Certificate to prove it had a good and marketable title to complete the sale. The Defendant also stated that it did not waive its rescission of the Agreement for Sale after 25 May 2021.
9. After examining the evidence and the contemporaneous documents, I was of the opinion that the Claimant's case that the Defendant breached the Agreement for Sale was very

weak. Based on the evidence before me it was not in dispute that the Agreement for Sale<sup>4</sup> was executed on 20 November 2019 and the time for completion was 90 days. It was also not in dispute that the Claimant received the WASA Clearance Certificate on 16 March 2021<sup>5</sup> and the Defendant then notified the Claimant by way of a notice dated 19 April 2021<sup>6</sup> that he was required to complete the sale by 18 May 2021, which was 1 month after being notified. In my opinion, this notice made time of the essence and the time was reasonable as the Claimant's letter dated 28 April 2021<sup>7</sup> stated that he agreed to complete the sale on or before 18 May 2021.

10. It was also not in dispute that the Claimant did not complete the sale by 18 May 2021, which was the agreed date of completion. Instead, the Claimant wrote a letter to the Defendant on 21 May 2021<sup>8</sup>, requesting a further extension on the basis that he needed to obtain a valuation report in order to access the mortgage facilities being offered to him by First Citizens Bank ("FCB") to purchase the property. The Claimant did not state in that letter that the reason for requesting the extension was associated with the WASA Clearance Certificate or the Defendant's conduct. In my opinion, the reason for the Claimant requesting this extension had nothing to do with the Defendant but instead a third party. As such, the Claimant having failed to meet the agreed deadline that had been set for the completion of the Agreement for Sale, the Defendant was well within its rights to rescind the Agreement for Sale and to notify the Claimant of this rescission, which it did by letter dated 25 May 2021<sup>9</sup>.

11. I was also of the opinion that the Claimant's case that the delay in the completion of the Agreement for Sale was due to the failure by the Defendant to provide the WASA Clearance Certificate, was also very weak as this was not required of the Defendant.

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<sup>4</sup> Exhibit "D.D. 1" to the Claimant's Affidavit and Exhibit "R.C. 1" to the Cassie Affidavit

<sup>5</sup> Paragraph 12 of the Claimant's Affidavit

<sup>6</sup> Exhibit "R.C. 8" to the Cassie Affidavit

<sup>7</sup> Exhibit "R.C. 9" to the Cassie Affidavit

<sup>8</sup> Exhibit "R.C. 10" to the Cassie Affidavit

<sup>9</sup> Exhibit "R.C. 11" to the Cassie Affidavit

12. Clauses 4 and 5 of the Agreement for Sale<sup>10</sup> were instructive in arriving at the aforesaid position. Clause 4 stated that:

“The Vendor gives no covenants for title other than those implied by law and the Purchasers have conducted its own title searches in relation to the Mortgaged Premises”

13. Clause 5 stated:

“The Mortgaged Premises are being sold as is where is and subject to such prior encumbrances liens and interest (if any) and subject also to all outstanding rents rates and taxes due owing at the date of completion of said sale.”

14. In my opinion, the Claimant was aware since 20 November 2019, that the expressed provisions of the Agreement for Sale were that the only responsibilities which the Defendant had with respect to its title was that which was implied by law for a vendor who is selling as a mortgagee.

15. Section 27 (1) (F) of the Conveyancing and Law of Property Act<sup>11</sup> provided guidance on this implied duty. It states:

“(F.) In any conveyance, the following covenant by every person who conveys and is expressed to convey as trustee or mortgagee, or as personal representative of a deceased person, or as committee of a person of unsound mind, or as committee of an insane person so found by inquisition, or under an order of the Court, which covenant shall be deemed to extend to every such person’s own acts only, namely:

That the person so conveying has not executed or done, or knowingly suffered, or been party or privy to, any Deed or thing, whereby or by means whereof the subject matter of the conveyance, or any part thereof, is or may be impeached, charged, affected, or encumbered in

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<sup>10</sup> Exhibit “R.C. 1” to the Cassie Affidavit

<sup>11</sup> Chapter 56:01

title, estate, or otherwise, or whereby or by means whereof the person who so conveys is in anywise hindered from conveying the subject matter of the conveyance, or any part thereof, in the manner in which it is expressed to be conveyed.

- (2) Where, in a conveyance, it is expressed that by direction of a person expressed to direct as beneficial owner another person conveys, then, within this section, the person giving the direction, whether he conveys and is expressed to convey as beneficial owner or not, shall be deemed to convey and to be expressed to convey as beneficial owner the subject matter so conveyed by his direction; and a covenant on his part shall be implied accordingly.
- (3) Where a wife conveys and is expressed to convey as beneficial owner, and the husband also conveys and is expressed to convey as beneficial owner, then, within this section, the wife shall be deemed to convey and to be expressed to convey by direction of the husband as beneficial owner; and, in addition to the covenant implied on the part of the wife, there shall also be implied, first, a covenant on the part of the husband as the person giving that direction, and secondly, a covenant on the part of the husband in the same terms as the covenant implied on the part of the wife.
- (4) Where, in a conveyance, a person conveying is not expressed to convey as beneficial owner, or as settlor, or as trustee, or as mortgagee, or as personal representative of a deceased person, or as committee of a person of unsound mind, or under an order of the Court, or by direction of a person as beneficial owner, no covenant on the part of the person conveying shall be, by virtue of this section, implied in the conveyance.
- (5) The benefit of a covenant implied as aforesaid shall be annexed and incident to, and shall go with, the estate or interest of the implied covenantee, and shall be capable of being enforced by every person in whom that estate or interest is, for the whole or any part thereof, from time to time vested.



(6) A covenant implied as aforesaid may be varied or extended by Deed, and, as so varied or extended shall, as far as may be, operate in the like manner, and with all the like incidents, effects, and consequences, as if such variations or extensions were directed in this section to be implied.

(7) This section applies only to conveyances made after the 1st of January, 1885.”

16. I was of the opinion that there was no implied duty on the Defendant to provide a good and marketable title, as it was selling as a mortgagee and this position was consistent with Clauses 4 and 5 of the Agreement for Sale. Further, there was no duty on the Defendant to provide any WASA Clearance Certificate to the Claimant.

17. With respect to the Claimant’s claim that the Defendant’s conduct after its rescission of the Agreement for Sale waived the previously agreed date of completion, the without prejudice correspondence which the Claimant referred to at paragraph 50 of the Claimant’s Affidavit and the Cassie Affidavit exhibited at “RC 13” clearly demonstrated that there was no such waiver.

18. Paragraph 50 of the Claimant’s Affidavit stated that the Attorneys at law for both parties exchanged several without prejudice correspondence and that even after the Defendant had indicated that it had terminated the Agreement for Sale the Defendant’s Attorney at law still requested a draft deed from his Attorneys at law. The Claimant stated that the without prejudice correspondence from the Defendant’s Attorney at law misled him into believing that the matter would be settled and he relied on this to his detriment and instructed his Attorney at law to prepare the requested deed, which caused him to incur additional legal fees.

19. The Cassie Affidavit set out the contents of the without prejudice correspondence dated 11 June 2021 and 15 June 2021 and he also annexed them in the bundle of documents as “RC 13”. In both letters, the Defendant’s Attorney at law advised the Claimant’s Attorney at law that the Agreement for Sale had been terminated and that nothing in the correspondence amounted to a waiver of the Defendant’s position that it had rescinded the Agreement for Sale. I was of the opinion that the said correspondence clearly

articulated to the Claimant, the Defendant's position that the Agreement for Sale had been terminated and that there was no waiver of that position. For this reason, I was of the opinion that the Defendant had a much stronger case with respect to the Claimant's claim for waiver of the rescission of the Agreement for Sale.

20. I now turn to the Claimant's assertion at paragraphs 6, 7, 9, 10 and 31 of the Claimant's Affidavit that the Defendant represented to him that the WASA Clearance Certificate was necessary in order to complete the sale. I was of the view that this claim by the Claimant was weak and bordered on lacking any merit for several reasons. The Claimant did not state the names of the persons who made these representations to him. These were vague and general statements on a very serious allegation against the Defendant. Further, based on the Claimant's own evidence none of these alleged representations were made during the formation of the Agreement for Sale or induced the Claimant to enter into the Agreement for Sale. The Claimant's evidence was that all of the alleged acts of misrepresentation took place *after* the execution of the Agreement for Sale and as such, they were of no material assistance to the Claimant's claim.

21. The law on misrepresentation with respect to the formation of a contract was repeated at paragraphs 21, 23 and 27 in **Gencon Limited v Haroun Beekhan**<sup>12</sup> which stated:

"21. According to Halsbury's Laws of England, Volume 22 (2012), paragraph 352, during the course of the formation of a contract, one of the persons who are to become parties to the contract may make representations to another such person. A representation is a statement made by one party (the representor) to another party (the representee) which relates, by way of affirmation, denial, description or otherwise, to a matter of fact or present intention. If untrue, it may be termed a misrepresentation. A representation of fact may or may not be intended to have contractual force; if it is so intended, it will also amount to a term; if it is not so intended, a positive statement is termed a mere representation.

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<sup>12</sup> CV 2016-01170

23. A misrepresentation is a positive statement of fact, which is made or adopted by a party to a contract and is untrue. It may be made fraudulently, carelessly or innocently. Where one person ('the representor') makes a misrepresentation to another ('the representee') which has the object and result of inducing the representee to enter into a contract or other binding transaction with him, the representee may generally elect to regard the contract as rescinded. In these circumstances the representee may invoke the aid of the court, which may confirm by declaration his entitlement so to regard the contract, and grant him such other relief as may flow directly from the fact of rescission, for example, the return of money paid or chattels delivered by him pursuant to the terms of the contract: Halsbury's Laws of England, Volume 76 paragraph, 701.

27. It is stated further in Halsbury's Laws of England supra page 492 para 778 that:-

“In order to sustain any claim or proceeding for misrepresentation it is necessary for the representee to establish that he was induced by it, not merely to alter his mind, but to alter his position, that is to say, to effect a change in his material or temporal interests or situation”.

22. With respect to the Claimant's claim for specific performance, I was of the opinion that this aspect of the Claimant's case was also very weak as the Claimant's evidence was that he was not ready to close the sale by 18 May 2021, the previously agreed date. Further, the reason the Claimant requested a further extension in his letter dated 21 May 2021 had nothing to do with the Defendant, but instead concerned the Claimant obtaining a valuation for his financial institution in order to obtain a mortgage to complete the sale.

23. Second, damages is an adequate remedy. At its highest I understood the Claimant's case to be seeking to recover damages in the form of the deposit he paid when he entered into the Agreement for Sale which was \$40,000.00 and the sums he spent on payments to WASA which he stated was \$11,712.00. Although the Claimant asserted that he made amendments to the property, he did not plead the sums he spent in his Statement of Case.

He also sought interest on the sums he spent. Therefore, based on the alternative relief in the Statement of Case, the Claimant is seeking repayment of the total sum of \$51,712.00 and interest on that sum.

24. I accepted that the general rule is that “in contracts for sale of land damages have generally not been regarded as an adequate remedy”<sup>13</sup>. However, this general rule is subject to the exception that where there is a claim for both damages and specific performance and the latter is likely to fail, damages will be an adequate remedy<sup>14</sup>. As stated previously, I was of the opinion that the Claimant had failed to set out sufficient facts to demonstrate that he had a strong case in favour of the granting of specific performance as a remedy at the trial.

25. I also took into account that even if the Claimant is able to prove at the trial that he had acquired the equitable interest in the property which he alleged, the value of that equitable interest could be reduced to a monetary value. I was of the opinion, that if the Claimant is successful at the trial his total loss could be equated to a monetary value and that the Defendant, which the Claimant did not dispute, would be in a position to satisfy any award for damages. On the other hand, the Claimant did not give any undertaking in damages in the Claimant’s Affidavit.

26. The Court in exercising its discretion to award an interim injunction may consider whether the Claimant has given an undertaking in damages or is able to provide any meaningful undertaking in damages. The award of an interim injunction is normally conditional upon the Claimant undertaking to pay damages to the Defendant for any loss sustained by reason of the injunction, if it should be held at the trial that the former had no right to restrain the latter from acting in the way specified. This is the 'price' the Claimant must 'pay' for the grant of the injunction.<sup>15</sup> The Court cannot compel an undertaking to be given, **Halsbury’s Laws of England**<sup>16</sup> states that:

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<sup>13</sup> Civ Appeal No 129 of 2011 Blaize et al v Chankadyal at para 23

<sup>14</sup> CV 2020-01753 Makeda Castellano v Thomas Moses and ors at para 18

<sup>15</sup> Tort: The Law of Tort (Common Law Series), 3<sup>rd</sup> Edition (December 2014), para 8.32

<sup>16</sup> Volume 12 (2020), para 604.

“On making an order for an injunction, the court cannot compel the claimant to give an undertaking as to damages, but it can refuse to grant an injunction unless he does. The court may dispense with the undertaking, but will only do so in very special circumstances, such as when the order is in the nature of a final order and is not intended to be open to review at any time afterwards.”

27. Further, there was no evidence that if the Defendant is successful at the trial that he would be in a position to satisfy any order made in the Defendant’s favour. While I still had the discretion to disregard the Claimant’s impecuniosity, there was no basis for doing so since the merits of the case were strongly in favour of the Defendant.

28. Third, it maintains the status quo. At the time of the hearing of the Claimant’s Application, the Defendant is still the owner of the property and the Claimant entered into possession and made amendments to it without the Defendant’s authorisation, as evidence by the email dated 7 April 2021 from Ms Yanet Ramlogan of the Defendant to the Claimant<sup>17</sup>. As the owner of the property the Defendant has the duty to secure, maintain and upkeep it. It is not the responsibility of the Claimant. If I had granted the injunction, the Defendant would be unable to take any steps to secure and maintain the property as the Claimant would be in possession. Likewise, the Claimant would be unable to take any steps with respect to the property, as he is not the owner. By refusing the injunction sought the status quo will be maintained as it would preserve the Defendant’s ownership of the property until the trial of the action.

29. Fourth, the greater prejudice was to the Defendant if the injunction was granted. The prejudice to the Claimant if the injunction was refused was that he may not have the opportunity to still purchase the property. However, the Claimant could still be compensated in damages for any loss he suffered if he is successful at the trial. On the other hand, the prejudice to the Defendant if the injunction was granted is that as the owner of the property it would not be able to sell the property until the determination of the trial. I took into account that the property was being sold by the Defendant as a

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<sup>17</sup> Exhibit “R.C. 6” to the Cassie Affidavit

mortgagee, under its power of sale due to default in payment by a mortgagor and the granting of the injunction would have forced the Defendant to keep possession of it and incur further expense, as it would have been prevented from selling the property until after the trial.

30. Fifth, the Claimant did not approach the Court with clean hands. It is trite law that equity only aids a party who approaches the Court with clean hands and injunctive relief is an equitable remedy. It is also settled law that a party who seeks injunctive relief must give full disclosure, present the facts clearly and not rely on general statements<sup>18</sup>.
31. There were important matters which the Claimant failed to present fairly. The Claimant stated at paragraph 7 of the Claimant's Affidavit that he was not given the opportunity to obtain independent legal advice before he signed the Agreement for Sale. However, this was simply not true as exhibits "R.C. 2" and "R.C. 3" of the Cassie Affidavit (which the Claimant did not dispute) were emails from the Defendant's representative, Ms Ramlal to the Claimant dated 11 November 2019 and 15 November 2019 respectively, which showed that the Claimant had the draft Agreement for Sale from 11 November 2019 to 20 November 2019 before it was executed. Therefore, the Claimant had adequate opportunity to seek independent legal advice prior to executing the Agreement for Sale.
32. As stated previously, the Claimant's statements on the without prejudice correspondence between the parties during the period 11 June 2021 and 15 June 2021, were not an accurate representation of the contents of those correspondence. I was of the view that the failure by the Claimant to put this material information before the Court was an attempt to deliberately misrepresent the facts.
33. The Claimant stated at paragraph 18 of the Claimant's Affidavit that he entered into possession of the property. It was submitted on behalf of the Claimant that he entered into possession based on representations made by the Defendant. As stated previously, the Claimant did not state who made the representations on behalf of the Defendant.

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<sup>18</sup> CV 2020-01197 Anthony James v Commissioner of Police at para. 7

While the Claimant exhibited a copy of an email dated 7 April 2021<sup>19</sup> from the Defendant's representative, Ms Yanet Ramlogan to him, he failed to set out the contents of the said email in the Claimant's Affidavit. The contents of the said email were important, as Ms Ramlogan clearly stated that: the Defendant was aware that amendments were made by the Claimant to the property with respect to painting and securing it with a gate; the Claimant was previously advised that the Defendant had not provided authorisation to undertake any amendments to the property until the sale was finalised; access to the property must be accompanied by a representative from the Defendant; the Defendant did not support or approve of any amendments by the Claimant until the sale was completed; and the Claimant was to desist from pursuing amendments to the property.

34. Apart from setting out the full text of the email dated 7 April 2021 from Ms Ramlogan to the Claimant, the Cassie Affidavit also stated that in or around 19 January 2021, Mr Darren Vidale, the Defendant's Field Officer met with the Claimant who informed him that he had engaged a security guard to provide security services for the property. Upon being made aware of this, Mr Vidale informed the Claimant that he should remove any security or personal belongings which were on the property.

35. I was of the opinion, that the failure by the Claimant to set out in the Claimant's Affidavit that he was aware that the Defendant had articulated the aforesaid position to him, was a failure on his part to present an accurate picture on this issue.

36. The Claimant also made several general statements to buttress his case which were prejudicial to the Defendant. In particular, I refer to paragraphs 6, 7 and 9 of the Claimant's Affidavit where he stated that representations were made to him by the Defendant, but he failed to state when and the persons from the Defendant who made the said representations. In the absence of naming the persons and when the said representations were made, it was prejudicial to the Defendant as it could not respond to the allegations.

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<sup>19</sup> Exhibit "R.C.6" to the Cassie Affidavit

37. The Claimant's Affidavit was also littered with opinion at paragraphs 3 (a) to (e ), 4, 5, 6, 10,11,13,16,17,31,38,40, 44,45,48, and 49 which I attached no weight to.

**/s/Margaret Y Mohammed**

**Judge**