

**REPUBLIC OF TRINIDAD AND TOBAGO**

**IN THE HIGH COURT OF JUSTICE**

**Claim No. CV2018-04697**

**BETWEEN**

**NEIL BISHOP**

**FITZROY WILLIAMS**

Claimants

**AND**

**GLENN THOMAS**

First Defendant

**MASS CONTRACTING COMPANY LIMITED**

Second Defendant

**RONALD SINGH (AS ADMINISTRATOR AD LITEM OF THE ESTATE OF  
JOSEPH DHANOOSINGH)**

Third Defendant

**Claim No. CV2020-00544**

**BETWEEN**

**VASHTEE RAMPERSAD**

Claimant

**AND**

**GLENN THOMAS**

First Defendant

**MASS CONTRACTING COMPANY LIMITED**

Second Defendant

**RONALD SINGH (AS ADMINISTRATOR AD LITEM OF THE ESTATE OF  
JOSEPH DHANOOSINGH)**

Third Defendant

**Claim No. CV2020-00547**

BETWEEN

**GANESH GANGAPERSAD**

Claimant

AND

**GLENN THOMAS**

First Defendant

**MASS CONTRACTING COMPANY LIMITED**

Second Defendant

**RONALD SINGH (AS ADMINISTRATOR AD LITEM OF THE ESTATE OF  
JOSEPH DHANOOSINGH)**

Third Defendant

**Claim No. CV2020-00546**

BETWEEN

**KENDALL JOSEPH**

Claimant

AND

**GLENN THOMAS**

First Defendant

**MASS CONTRACTING COMPANY LIMITED**

Second Defendant

**RONALD SINGH (AS ADMINISTRATOR AD LITEM OF THE ESTATE OF  
JOSEPH DHANOOSINGH)**

Third Defendant

**Ancillary Claim**

**RONALD SINGH (AS ADMINISTRATOR AD LITEM OF THE ESTATE OF  
JOSEPH DHANOOSINGH)**

Ancillary Claimant

And

**GLENN THOMAS**

First Ancillary Defendant

**MASS CONTRACTING COMPANY LIMITED**

Second Ancillary Defendant

**Before the Honourable Madame Justice Karen Reid**

**Date of Delivery: January 6, 2026**

**Appearances:**

Claimants: Gilbert Peterson SC leading Amerelle Francis

First Defendant/First Ancillary Defendant: Absent and unrepresented

Second Defendant/ Second Ancillary Defendant: Absent and unrepresented

Third Defendant/Ancillary Claimant: Chanka Persadsingh instructed by Kiran Lutchmedial

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**JUDGMENT**

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## INTRODUCTION

1. This is a claim for specific performance of a number of agreements for the sale of various lots of land at Jackson Trace, Buenos Ayres, Erin. The lands were alleged to have been advertised for sale by the First Defendant, holding himself out to be a real estate agent selling the lands on behalf of the Third Defendant, who was the owner thereof. By an agreement made on 10 February, 2016 between the Third Defendant and the Second Defendant (for whom the First Defendant was a Director and was acting), the Second Defendant was appointed the exclusive agent for the sale of the disputed lands and the Third Defendant agreed to provide a good marketable title and to transfer the lands to the respective purchasers upon completion of the respective sales. Various agreements for sale were entered into for the sale of lots of the said lands between various purchasers, including the Claimants, and the First Defendant acting as Director for the Second Defendant.
2. By order of the Court dated 10 January, 2019 in CV2018-04697 (“the first claim”), the Claimants therein were appointed to represent some sixty-one (61) Claimants named in the schedule to the said order, with any orders being made in the claim being binding upon all the named Claimants.
3. By order of the Court dated 11 August, 2020, CV2020-00546, CV2020-00544 and CV2020-00547 (“the second claim”, “the third claim” and “the fourth claim” respectively) were consolidated with the first claim.
4. By order of the Court dated 6 January, 2021, the consolidated claims were ordered to proceed as undefended against the First and Second Defendants, who have failed and/or refused to participate in these proceedings.

5. By way of Defence filed on 3 December, 2020 and amended on 5 January, 2021, the Third Defendant denied the claims alleging there was no privity of contract between himself and the Claimants and for this reason their claims for specific performance against him were not maintainable. The Third Defendant also averred that the First and Second Defendants had no permission to enter into the agreements for sale with the Claimants nor were they authorised to collect any payments of any sums on the Third Defendant's behalf.
  
6. On 6 January, 2021, the Third Defendant filed an Ancillary Claim against the First and Second Defendants seeking a declaration that he was not liable to the Claimants for specific performance of any of the agreements made between them and the First and Second Defendants, a declaration that the First and Second Defendants were acting as independent contractors at all times and that the First and Second Defendants were liable to indemnify him against any orders for damages and costs made against him on the consolidated claims. The Third Defendant also sought damages for breach of the 10 February, 2016 agreement with the First and Second Defendants on the basis that the First and Second Defendants wrongly represented themselves as the vendor of the lands, did not have permission to sign agreements for sale on behalf of the Third Defendant and were not authorised to collect monies (whether deposits or the purchase price) on behalf of the Third Defendant.
  
7. By order of the Court dated 15 September, 2021, there being no appearance or defence filed by the First and Second Defendants to the Ancillary Claim, it was ordered that the Ancillary Claim was deemed to be admitted by the First and Second Defendants, who were to be bound by any judgment or decision made in the main proceedings insofar as it was relevant to any matter arising in the Ancillary Claim.

## The Claimants' Case

8. Three witnesses gave evidence in support of the Claimants' claims. Desmond Campbell, Christopher Rambert and Selwyn Jarvis each gave a witness statement and were cross-examined at trial.
9. Campbell's evidence, from his witness statement and under cross-examination, was as follows:
  - i. In April 2016, he and a co-worker were driving around Cedros when they saw some workmen laying a waterline. They spoke with the workmen who told them that the First Defendant was responsible for selling parcels of land in Jackson Trace.
  - ii. He contacted the First Defendant, who said he was a real estate agent responsible for the development and sale of the land, which the First Defendant told him belonged to the Third Defendant.
  - iii. He contacted the Third Defendant via telephone and the Third Defendant informed him of a meeting that was to be held with other persons who were interested in purchasing the lands. He claimed that he asked the Third Defendant to attend the meeting but the Third Defendant indicated that the First Defendant, who was his agent, would attend the meeting on his behalf and would also be collecting funds on the Third Defendant's behalf. In cross-examination, Campbell agreed that the Third Defendant did not say when or where the proposed meeting would be, only that the First Defendant would appear on his behalf.
  - iv. Campbell stated that in this conversation the Third Defendant said that the First Defendant was assuming responsibility for selling the parcels, that the First Defendant was more familiar with the prices for each and that the First Defendant was a good and honest man. Campbell said the Third Defendant also advised that the First

Defendant would be responsible for signing the agreement for sale on behalf of the vendor, collecting the deposit and purchase price, coordinating/administering all further infrastructure developments on the land, subdividing the land and getting the individual cadastral sheets, installing electricity and ensuring the drainage and sewage plans for the land were approved.

- v. Campbell said in his witness statement that the First Defendant was not present at the meeting in Princes Town but that the Third Defendant was adamant that the First Defendant would be responsible for ensuring the necessary infrastructure would be in place to make the land accessible by car. No particulars are given of this alleged meeting with the Third Defendant in Princes Town, when it took place, who was present or whether this was the proposed meeting that the First Defendant was purportedly to attend on the Third Defendant's behalf.
- vi. Campbell said that in May 2016, the First Defendant contacted him and asked him to arrange a meeting with some of his coworkers "*in order for us to gather sales for the parcels of the said lands*". This meeting was held on 23 May, 2016 at TSTT's Ciperio Work Centre, San Fernando. In his witness statement, Campbell said the other Claimants, the First Defendant, his two assistants, Phillip Juman and one Ms. Sally, Ernest Peters (now deceased) and Selwyn Jarvis<sup>1</sup> attended the meeting at which a presentation was done by the First Defendant showing a cadastral sheet and the lots available for sale. At that meeting, Campbell claimed that the First Defendant also produced a copy of an agreement between himself, the Third Defendant and the Second Defendant. In cross-examination,

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<sup>1</sup> Jarvis himself gave no evidence that he attended this meeting at all and, consequently, does not corroborate that the Third Defendant attended such a meeting.

Campbell admitted that he did not state anywhere in his witness statement that the Third Defendant attended that meeting or signed a register and conceded that he did not produce any such register. He insisted though, that the Third Defendant was present at that meeting.

- vii. Campbell said that between May 2016 to April 2017, the First Defendant sold him and the other Claimants various lots of the land identified on the cadastral sheet. In his witness statement, Campbell claimed that he purchased Lot 50. However, his request to the Town and Country Planning Division (“TCPD”) lists his lot as Lot 53, while he claims the Ministry of Planning and Development gave him preliminary approval for Lot 55 (the attached letter in fact refers to Lot 53 and does not purport to grant him any planning approval but merely confirms that the lot is a bonafide parcel in an approved layout). He attempted to explain these discrepancies in cross-examination by claiming that he wrote to TCPD for everyone. This is curious since the letters to the TCPD which have been disclosed were signed by the various Claimants.
- viii. He said the First Defendant informed him that he hired an attorney, Srinivasa Rao Kadem, to complete the sale transactions and the attorney made arrangements for the purchasers to visit his office to collect the Deeds of Conveyance when they were completed and signed by the Third Defendant.
- ix. Campbell said the First Defendant issued a memorandum documenting the sums he paid and his outstanding balance and claimed that he made various payments to the First and Second Defendants as well as a \$2,500.00 fee for the Attorney to prepare the conveyance.

- x. Campbell said he made cash payments totaling \$150,000.00, although he only annexed a receipt for the deposit payment of \$20,000.00 and claimed that the First Defendant failed to give him a receipt for the payment of the balance of \$130,000.00. In cross-examination, Campbell insisted that even though the deposit was paid by cheque, the balance of the payments was made in cash “in tranches”. He conceded that he provided no particulars of how or where these other payments were purportedly made and attempted to explain his failure to insist on receipts by claiming they had been “promised”. He also conceded that his name does not appear in the table at paragraph 19 of the Statement of Case which set out the payments received by the First Defendant on behalf of the Third Defendant. His claim is also curious since the memorandum issued by the First Defendant to Campbell lists the sale price as \$95,000.00 with a deposit of \$20,000.00 being made and a balance of \$75,000.00 being due.
- xi. Campbell stated that he made several attempts to contact the First Defendant to execute the agreement for sale or to get his deposit back but to no avail. He claimed that he also attempted to contact the Third Defendant but was advised that the Third Defendant was out of the country receiving medical treatment.
- xii. In cross-examination, Campbell admitted that he read the agreement between the Defendants and, when shown, conceded that it said that payment was to have been made to the landowner but he rejected the suggestion that the First and Second Defendants had no permission to enter into agreements for sale with purchasers or to collect any monies. He insisted that it did not matter what their agreement was because the Third Defendant gave him the assurance in April 2019 that he could pay monies to

the First Defendant. He claimed the assurance was given in a telephone call then at a physical meeting, which he had with the Third Defendant at "VIAA" ("Viaa restaurant"). Campbell prevaricated on whether this purported meeting was mentioned in the Statement of Case but insisted this was mentioned in his witness statement.

- xiii. Campbell said in his witness statement<sup>2</sup> that he, Selwyn Jarvis and Ernest Peters again attempted to call the First and Third Defendants and that the First Defendant advised him that the Third Defendant executed the Deeds of Conveyance but the originals had to be collected by the purchasers. Campbell then immediately contradicted that<sup>3</sup> by claiming that the Third Defendant executed each Deed of Conveyance in his presence and in the presence of the Third Defendant's attorney Srinivasa Rao Kadem at the attorney's office in Port of Spain. Campbell also claimed that the original deeds were withheld but photocopies were provided to all the Claimants. Campbell exhibited no such copies to his witness statement.
- xiv. In cross-examination, Campbell attempted to explain his failure to produce a copy of "his deed" by claiming that none of the deeds executed by the Third Defendant in his presence were for him and conceded that he did not give any evidence as to for whom these conveyances were purportedly executed.
- xv. Campbell stated that on 11 June, 2014, a title search was completed on the lands. He does not state who commissioned the search or why. He also stated that a further search was done in June 2017 and that both search reports were annexed to his witness

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<sup>2</sup> At paragraph 24 thereof.

<sup>3</sup> At paragraph 25 of his witness statement.

statement. The only search report annexed was from June 2014 done by Hobsons. There is no evidence of any title search being done in 2017 at all. The 2014 title search revealed the 2004 mortgage from the Third Defendant to Nicholas Bhola.

- xvi. Campbell claimed that he and Ernest Peters confronted the Third Defendant about the mortgage and the Third Defendant advised that the mortgage would be cleared before completing the sale. No particulars as to where or how this “confrontation” occurred were supplied. Campbell claimed that he and Ernest Peters then approached the First Defendant to ascertain the completion date for their purchase, the Third Defendant’s plan for releasing the mortgage and the completion date for the infrastructural developments. Campbell alleged that the First Defendant responded and held a meeting with him and Selwyn Jarvis<sup>4</sup> and promised to complete the infrastructure and outstanding Deeds of Conveyance by December 2017. No particulars of how or where this meeting occurred, or why the meeting was being held with Selwyn Jarvis and not Ernest Peters, were supplied. Campbell did annex an email from the First Defendant dated 27 October, 2016 concerning the delay in the works.
- xvii. Curiously, Campbell then produced a letter dated 18 April, 2017 from the First Defendant to the Third Defendant advising that the works on the project ceased as per the Third Defendant’s instructions, claiming that some \$3,900,000.00 collected from purchasers was spent on infrastructural works and demanding a refund of \$200,000.00 that was allegedly given to the Third Defendant by the First Defendant. Campbell does not explain how

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<sup>4</sup> Jarvis did not give evidence corroborating that a meeting was held with himself, Campbell and the First Defendant only.

he came to be possession of this document or provide any evidence as to its authenticity and conceded in cross-examination that it was not signed by the First Defendant and did not contain any invoices or breakdown of the sum claimed as being used for infrastructural works.

- xviii. Campbell stated that in June 2017, he, Ernest Peters, Ruth Sherriff and Richard Mungalsingh had a meeting with the Third Defendant at Viaa restaurant in Princes Town in which they presented a plan to carry out infrastructure works on the property for roads, lights and water but the Third Defendant indicated that he would not allow them to develop the property and he wanted more money for the property. Campbell also stated that even though they gathered and showed the Third Defendant the receipts and agreements for sale evidencing that they already paid for their lots, the Third Defendant said that he would not transfer the lots to them even though they all signed their respective conveyances<sup>5</sup>.
- xix. After this meeting, Campbell said they decided to pursue legal action and filed these present proceedings.

10. Rambert's evidence, from his witness statement and under cross-examination, was as follows:

- i. An un-named friend "*identified an advertisement*" for the sale of the lands and gave him the First Defendant's telephone number. In cross-examination Rambert first said it was not a friend, but that he was present at a party while a conversation was happening, then said it was a friend but he could not recall which one.
- ii. Rambert said in his witness statement that he contacted the First Defendant by telephone and arranged to meet at his address. He

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<sup>5</sup> Neither Ruth Sherriff nor Richard Mungalsingh gave evidence in these proceedings.

claimed the First Defendant produced the approved plan, which he claimed was created by himself and the Third Defendant, following which Rambert indicated he was interested in Lot 91. He claimed the First Defendant also produced a copy of the February 2016 agreement between the Second Defendant and the Third Defendant, portions of which Rambert quoted in his witness statement.

- iii. Rambert then stated that he obtained the telephone number of the Third Defendant from the telephone directory and called him to enquire about the capacity of the First Defendant to sell his property and whether the property was being sold with his consent and on his behalf. Rambert claimed the Third Defendant confirmed that the First Defendant was his duly appointed agent and had the capacity to sell the lots contained on the cadastral sheet. In cross-examination, Rambert claimed that this telephone conversation occurred sometime in the first or second week of May 2016 and he conceded that he never met the Third Defendant in person.
- iv. Rambert said that he and his wife paid the sum of \$77,500.00 to the First Defendant by way of cheque<sup>6</sup> for the purchase of lots 91 and 112 and executed two agreements for sale with the First Defendant<sup>7</sup>. Rambert conceded that he did not in fact exhibit the two agreements for sale he purportedly executed. In cross-examination, Rambert also conceded that the agreement between the Third Defendant and the Second Defendant stated that the payment was to be made to the landowner. However, he insisted that the First Defendant was able to accept the payment because

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<sup>6</sup> It appears that two (2) separate payments were made as two (2) receipts were annexed to the witness statement: one dated 13 May 2016 for the sum of \$37,500.00 and one dated 3 June 2016 for the sum of \$40,000.00.

<sup>7</sup> Only one agreement referencing both Lots 91 and 112 was annexed to the witness statement.

when he called the Third Defendant, the Third Defendant told him that he could “*go ahead and pay Glenn because Glenn is a good guy.*” Rambert also refused to accept that the agreement for sale listed the First Defendant as the vendor and not the Third Defendant and he refused to accept that the Third Defendant was not a party to his agreements for sale with the First Defendant.

- v. Rambert claimed that between April to June 2016, the First Defendant produced a number of approval letters from the TCPD, one of which identified himself and his wife as the owner of their respective plots of land. No such letters were annexed to Rambert’s witness statement. This is also curious because Campbell said he was the one who wrote to TCPD for all the Claimants and no such letter from TCPD to Rambert or his wife forms part of any of the documents disclosed in these proceedings.
- vi. Rambert stated that the First Defendant advised him that his attorney Srinivasa Rao Kadem was retained to prepare and draft the Deeds of Conveyance and a fee of \$2,500.00 was paid for the same.
- vii. Rambert claimed that he made a number of attempts to contact the First and Third Defendants to complete the sale, to ascertain the status of the preliminary works and to ascertain the Third Defendant’s plan to release the mortgage on the property. By email dated 27 October, 2016, the First Defendant explained the delay in completing the necessary infrastructural development works and promised the land would be ready for subdivision by December 2017. In cross-examination, Rambert conceded that the commitment for these works was made by the First Defendant but explained in re-examination that the infrastructure works were mentioned in the 2016 agreement between the Second and Third

Defendants in terms of how the purchase price of the respective lots was to be apportioned. This was, in the Court's view, an attempt to fix responsibility for the infrastructural works on the Third Defendant as well.

viii. Rambert states that to date, these works have not been completed nor have the Deeds of Conveyance been released to him.

11. Jarvis' evidence, from his witness statement and under cross-examination, was as follows:

- i. The First Defendant, with whom he had done business in the past, contacted him and told him about the land for sale in Erin, stating that the Third Defendant was the owner of the land and the Second Defendant was responsible for developing, marketing and selling it.
- ii. In January 2016, the First Defendant informed him that he intended to sell the first portion of the lands to acquire the finances to develop the drainage, roads and other infrastructure.
- iii. On 25 April, 2016, Jarvis said he visited the First Defendant's office and agreed to purchase Lots 69 and 113 for the sum of \$75,000.00 each and paid the sum of \$2,500.00. Between April and May 2016, Jarvis said he paid the sum of \$150,000.00 for both lots and annexed various receipts. These receipts show a payment of \$35,000.00 made on 23 July, 2016 for Lot 113, a down payment of \$2,000.00 curiously made on 5 January, 2016 for Lot 12<sup>8</sup>, a payment of \$2,500.00 on 6 June, 2016 and a payment of \$75,000.00 also made on 5 June, 2016 for Lot 69.

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<sup>8</sup> No evidence is given in relation to this payment, nor was any explanation provided as to how this came to be made on 5 January, 2016 even before the Defendants entered into any agreement permitting the First and/or Second Defendants to even advertise any of the lots of the land for sale.

- iv. In cross-examination, Jarvis conceded that the Statement of Case only pleads that he purchased Lot 69 and that the receipts he annexed did not add up to \$150,000.00.
- v. Jarvis claimed that he signed a receipt with the First Defendant on 31 May, 2016 but did not execute an agreement for sale because he trusted the First Defendant. The "*receipt*" is actually a document purporting to be an agreement made on 6 June, 2016 between Jarvis and the First Defendant acting for the Second Defendant to purchase Lot 69 for \$75,000.00.
- vi. Jarvis claimed that he was contacted in June 2016 by the First Defendant who told him that the sum of \$2,500.00 was to be paid as legal fees for the conveyance and Jarvis then delivered that payment to the attorney Srinivasa Rao Kadem.
- vii. Jarvis said in his witness statement that he was contacted by Kadem's secretary and informed that the Third Defendant was to attend the office to sign the conveyance on 25 June, 2016. On 25 June, 2016, Jarvis said he visited Kadem's office and the secretary informed him that the Third Defendant already signed the deeds and they were in the process of registering them. He claimed that he was given a copy of the deed executed by the Third Defendant, which he annexed to his witness statement. Curiously, Jarvis did not mention in his witness statement that he also signed the deed, nor provided any particulars of the same. Further, he claimed that on the same day he was given the copy and told they were in the process of registering the deeds, Jarvis claimed he again attended Kadem's office to obtain a certified copy of the deed but was advised the deed was not registered.
- viii. When pressed in cross-examination, Jarvis claimed that he signed the deed at Kadem's office on 25 May, 2016, which is the date

when the deed is dated. He further claimed that he did not sign the deed in the presence of the Third Defendant nor did he witness the Third Defendant sign the deed. He claimed that the witness to his signature was “*the person (Kadem) have in his office and my wife*” but neither of them signed the deed as a witness. This is curious since Jarvis said he was only contacted about the deed in June, 2016.

- ix. Similar to Rambert, Jarvis claimed the First Defendant applied to the Ministry of Planning and Development for his TCPD approval and provided letters of approval to him. No such letters were exhibited or are in evidence in relation to him.
- x. Jarvis claimed that he contacted the other purchasers to ascertain whether the First or Third Defendants had completed the infrastructure works. He claimed the First Defendant held a meeting with a group of the purchasers and made an oral promise to complete the works and the outstanding deeds by December 2017. He also claimed to have received the email dated 27 October, 2016 but his name does not appear thereon and he does not identify which of the recipient email addresses belonged to him. In cross-examination he conceded that it was the First Defendant only who made promises regarding infrastructure development works and not the Third Defendant.
- xi. Similarly to Campbell, he referenced and annexed the unsigned letter dated 18 April, 2017 from the First Defendant to the Third Defendant which claimed that the sum of \$3,900,000.00 was spent on infrastructure works and seeking a refund. Jarvis also provided no particulars as to how he came to be in possession of this document or where it came from.

- xii. Jarvis stated that between August 2017 and January 2018 the Claimants all sought legal advice and conceded that no pre-action letters were sent to the First or Third Defendants.

### **The Third Defendant's Evidence**

12. The Third Defendant and his daughter Ann Marie Singh gave evidence in support of the Third Defendant's Defence and Ancillary Claim.
13. The material aspects of the Third Defendant's evidence, as contained in his witness statement and under cross-examination, are that:
  - a. He is a retired real estate broker. He purchased the sixty-five (65) acre parcel of land from one Ann Marie Baboolal on 21 May, 2004 and it is subject to a mortgage dated 1 October, 2013 in favour of Nicholas Bhola.
  - b. In 2011 he returned to Trinidad with the intention of developing the land to include a sea front hotel with five hundred and twenty-five (525) luxurious suites, lots for residential use, a shopping plaza and senior citizens home. One Ray Roopchand made the plan, which was sent to one Ray Saney – retired director of the TCPD.
  - c. In February 2016 "*someone from Syne Contractors in Fyzabad*" put him on to attorney Srinivasa Rao Kadem as the Third Defendant needed legal advice regarding the development. In cross-examination, the Third Defendant conceded that it was in fact Mr. Bhola who referred him to Kadem.
  - d. In his witness statement, the Third Defendant said Kadem told him about the First Defendant and his company, the Second Defendant, who could assist him. He said both he and the First Defendant met at Kadem's office and they discussed the First Defendant visiting

the land to see it and assess the infrastructure that needed to be built and to assist in finding sales. In cross-examination, the Third Defendant instead tried to claim that Kadem was the First Defendant's attorney and not his own attorney before admitting that Bhola in fact referred him to Kadem to act for him (the Third Defendant).

- e. In his witness statement, the Third Defendant stated that in their meeting, Kadem showed the plans/drawings to the First Defendant and it was agreed that *"I would sell the first 40 plots for around \$75,000.00 to \$100,000.00 and if any potential buyer contacted (the First Defendant) he was supposed to make the final sale price of the plot with my approval and the potential buyer was supposed to meet at the Attorney's Office where the agreement would be processed, and the money paid. My final approval was necessary before any sale could be entered into or transacted because of the need to ensure that sufficient capital was generated across the plots."* Kadem then prepared the 10 February, 2016 agreement between the Second Defendant and the Third Defendant, which was signed by himself and the First Defendant (acting for the Second Defendant).
- f. In cross-examination, the Third Defendant said that the first time he met the First Defendant was at Kadem's office, that Kadem recommended the First Defendant and he took his advice.
- g. In his witness statement, the Third Defendant said that neither the First nor the Second Defendant were authorised to enter into any written agreements or collect any monies on the Third Defendant's behalf, that the agreement specified that all payments were to be made to the First Defendant and that the Second Defendant was

acting as an independent contractor, not an employee, representative or agent of the Third Defendant.

- h. In cross-examination, the Third Defendant strenuously denied that the First or Second Defendant was his agent and insisted that they did not have any authority to collect any money on his behalf.
- i. The Third Defendant stated that in September 2016, someone by the name of "Mr. Campbell" contacted him and came to the site asking whether he should pay the First Defendant \$75,000.00 for a plot of land. The Third Defendant said he was confused why he wanted to pay the First Defendant any money at all and suspected something was wrong. He claimed he then asked to meet the First Defendant at Kadem's office where he learnt that the First Defendant had sold twelve (12) more plots to buyers and he was going to bring the buyers to have the agreements done.
- j. The Third Defendant stated that he was not told who paid the First Defendant or how much he sold the land for but he did not sign any deeds and terminated the Second Defendant's services for breaching the agreement.
- k. The Third Defendant claimed that he later learnt that Mr. Campbell paid the First Defendant \$75,000.00 for a plot as did thirty-two (32) other people, who purportedly worked with Mr. Campbell at TSTT. The Third Defendant stated that he did not receive any money from these purported sales nor did the First Defendant bring in any of those persons to have any deeds prepared. The Third Defendant claimed he instructed Kadem to do a search to see if any deeds were registered but no such deeds were found.
- l. He claimed he was unaware of any newspaper advertisement for the land, nor was he aware of any meetings held by the First Defendant with the Claimants at TSTT or any other place.

- m. In cross-examination, the Third Defendant insisted that he received no money from any of the transactions between the Claimants and the First and Second Defendants. The Third Defendant claimed that he recalled no such meeting at TSTT in May 2016 and no conversation with Rambert. His evidence and denials in cross-examination in relation to the conversation Rambert claimed to have with him were curious. On the one hand, the Third Defendant appeared to accept that he told Rambert that the First Defendant was "*a good guy*". On the other hand, he claimed to "*knows nothing about*" telling Rambert to go ahead and pay the First Defendant.
- n. In his witness statement, the Third Defendant said that the agreements for sale executed by the First Defendant fraudulently referred to the First Defendant as the owner of the lands and in some cases were not dated or were signed by the First Defendant on behalf of the other Claimants without permission to do so. Further, there are no receipts for some transactions and none of the receipts were issued by the Third Defendant or on his behalf.
- o. In his witness statement, the Third Defendant said that he was never contacted by any of the Claimants and that the first time he was aware of these proceedings was when he saw it in the newspapers. He said he received no pre-action letter nor was he aware of any communications between the First Defendant and the Claimants.
- p. The Third Defendant denied executing any deeds in favour of any of the Claimants and stated that he did not recall executing the unregistered deeds to Althea Jarvis and Selwyn Jarvis. In cross-examination, the Third Defendant insisted that he did not sign those deeds. When shown his signature, the Third Defendant

acknowledged that the signature was his but insisted that he did not sign those unregistered deeds.

- q. The Third Defendant stated that if the First Defendant told the Claimants that he was authorised to collect money on behalf of the Third Defendant, this was a fraudulent misrepresentation and that he had made a report to the fraud squad about the matter. He annexed a receipt from this report to his witness statement but the receipt showed that the Third Defendant made a report on the 4 November, 2016 regarding the fraudulent conversion of the sum of \$200,000.00.
- r. In cross-examination, the Third Defendant denied receiving the unsigned letter dated 18 April, 2017 allegedly sent to him by the First Defendant in which the First Defendant said the infrastructure works cost \$3,900,000.00 and asked for a refund of \$200,000.00. The Third Defendant said he knew nothing about that or the \$200,000.00 and said the fraud squad report was for something “*totally different*”. The Third Defendant denied that the Second Defendant did any infrastructure works on the property and that the infrastructure works were done by other private contractors although he curiously could not remember when those works were done.

14. Ann Marie Singh’s witness statement was brief, bare and unsupported by any documents. Most of her evidence was elicited in cross-examination.

The material parts of her evidence were as follows:

- i. She is the daughter of the Third Defendant and assists in managing his affairs, which she has done for the past fifteen (15) years. She claimed that she kept a general record of all transactions including

the development of the disputed land and has access to all his bank statements<sup>9</sup>.

- ii. She claimed in her witness statement that from her knowledge and from the records, the Third Defendant did not receive any monies from the Claimants in these matters. No records of any kind were annexed to her witness statement.
- iii. In cross-examination, she claimed that she met the First Defendant on only one occasion on the land, and that she saw several agreements but not the agreement between the Third Defendant and the Second Defendant.
- iv. She claimed that her father intended to sell the first forty (40) lots for a reduced price of \$75,000.00 to accumulate equity to put into the land and business and the remaining seven hundred (700) lots were to be sold at an increased price. She could not say how the price was selected. She also claimed that Mr. Bhola told her that he introduced a realtor and the attorney Kadem to the Third Defendant.
- v. She also stated in cross-examination that a small part of the equity was for the roads and to clear trees but the major infrastructure cost more than the sale price of the initial forty (40) lots and was not done by the First Defendant but by another contractor. She could not say who the other contractor was but said that no electricity or major works have been done to date. Singh claimed that trees were cleared and the government helped with the roads but very little money has so far been put into the land.

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<sup>9</sup> No such record or bank statements were produced.

## FINDINGS

15. None of the witness who gave evidence appeared to be entirely truthful, making the Court's task of finding the facts more difficult. However, as per the Court's Order of 15 September, 2021, the First and Second Defendants were deemed to admit the Ancillary Claim. As a result, insofar as there were any factual allegations against the First and Second Defendants by the Third Defendant, those have been admitted to the extent that they are also not facts properly in dispute in the main proceedings. In the Court's view, the intent and meaning of the 10 February, 2016 agreement entered into between the Second Defendant and the Third Defendant are matters that only arise as between the parties to that agreement. They are not matters which any of the Claimants can speak to.

16. In the circumstances, the Court finds that, as it relates to the Ancillary Claim, that:

- i. The 10 February, 2016 agreement authorised the Second Defendant to advertise the land for sale and take prospective buyers to visit the land.
- ii. The 10 February, 2016 agreement provided that the purchase price was to be paid to the Third Defendant, who was to issue "*an assurance*" to the purchaser.
- iii. The 10 February, 2016 agreement provided that the Third Defendant was to convey the lots to the purchaser upon completion of the sale.
- iv. The 10 February, 2016 did not expressly authorise the First or Second Defendant to enter into any written agreements for sale with prospective purchasers.

- v. The 10 February, 2016 agreement did not authorise the First or Second Defendant to collect any monies (whether deposits or purchase price) from prospective purchasers.

17. However, that is not the end of the matter. It is not in dispute that all of the agreements for sale relied upon by the Claimants were entered into between themselves and the First and/or Second Defendants, that the Third Defendant was not a party to any of those agreements and that all monies were paid directly to the First Defendant and not the Third Defendant. It is also not in dispute that those agreements refer to the First and/or Second Defendant as the owner of the lands and make no claim that the First and/or Second Defendant was acting as an agent or on behalf of the Third Defendant or makes any reference to the Third Defendant at all.

18. What is in dispute is whether or not the Third Defendant directed the Claimants to enter into the agreements with the First and/or Second Defendant acting as his agent and whether the Third Defendant directed them to pay the purchase price/deposits to the First Defendant. Those are matters in dispute between the Third Defendant and the Claimants irrespective of what was contained in the 10 February, 2016 agreement between the Second and Third Defendants.

19. In making findings of fact, the Court must determine whether a particular event is more likely than not to have occurred, having regard to the Court's assessment of the demeanour of the witnesses, the contemporaneous documents, the inherent probability or improbability of rival contentions and the facts and matters which are not in dispute. The Court may believe only a part of a witness' evidence and reject the other parts or the Court

may accept neither party's case in full. Finally, the burden is on the Claimants to prove their case. It is not on the Defendants to disprove it.

20. I do not find that the Claimants have proven their case on a balance of probabilities for the following reasons:

- i. Their evidence is inherently contradictory and each of their witnesses gave evidence that materially conflicted with the documents they purport to rely on. For instance:
  - a. Campbell did not say how he obtained the Third Defendant's telephone contact information or how he came to contact him. If he obtained the Third Defendant's telephone number from the First Defendant, how is it that Rambert claimed he obtained the Third Defendant's telephone number from the directory?
  - b. Neither Rambert or Jarvis ever met the Third Defendant and Jarvis never interacted with the Third Defendant at all.
  - c. Campbell's evidence regarding an alleged meeting with the Third Defendant in Princes Town was vague and contradictory. On the one hand, he claimed that when he contacted the Third Defendant, the Third Defendant said a meeting was being arranged with the prospective purchasers at which the First Defendant (and not himself) would appear as his agent and be responsible for everything. However, Campbell then said the Third Defendant attended this alleged meeting in Princes Town and not the First Defendant.
  - d. Campbell claimed the First Defendant asked him to arrange the 23 May, 2016 meeting at TSTT with his coworkers and never claimed in his witness statement that the Third Defendant was present at this meeting. He only claimed this

in cross-examination. In the Statement of Case, he pleaded that this meeting took place on 16 May, 2016 but Campbell gave no evidence of any meeting having occurred at TSTT on 16 May, 2016. Campbell claimed Jarvis attended the 23 May, 2016 meeting at TSTT but Jarvis gave no evidence of having attended any meeting at TSTT, whether with the Third Defendant or at all. No documentary evidence was produced nor any corroborating evidence of any kind was adduced to prove that there was any meeting at TSTT or that the Third Defendant attended any such meeting, notwithstanding the initial claim that there was an attendance register signed by everyone who attended, which was conveniently also not produced by the Claimants.

- e. Campbell's evidence regarding the lot he purchased was also contradictory. He claimed it was lot 50, then lot 55, then the TCP letter lists lot 53.
- f. Campbell claimed that at the alleged meeting of 23 May, 2016 was when the First Defendant produced a copy of the 10 February, 2016 agreement between the Second and Third Defendants and the cadastral sheet and claimed that he was sold lot 50. He claims this, no doubt, to allege he did his due diligence before entering into the agreement for sale. However, the agreement he annexed to his witness statement is dated 12 May, 2016 and his deposit cheque is dated 10 May, 2016 before the meeting took place. Campbell never claimed that he met with the First Defendant and purchased the lot prior to the 23 May, 2016 meeting.
- g. Campbell claimed he purchased lot 50 for \$150,000.00 but this is not borne out by the evidence. The purchase price in

the agreement was \$95,000.00 and he has only proven he paid \$20,000.00. It is obvious to me from the number of receipts produced during disclosure that the First Defendant issued receipts or indicated on the agreements where payment was made in full when he collected payments. I find it highly unlikely that Campbell would have made payments to the First Defendant without the First Defendant issuing some sort of payment receipt or acknowledgment. Further, Campbell's name does not appear in the table at paragraph 19 of the Statement of Case as a purchaser for whom a payment was received by the First Defendant.

- h. Rambert claimed he and his wife paid \$77,500.00 by way of cheque for the purchase of lots 91 and 112 and executed two agreements for sale on 10 June, 2016 for the respective lots. This is not borne out by the evidence. Rambert exhibits a single agreement dated 16 May, 2016 for the purchase of lots 91 and 112 for the sum of \$150,000.00 with a deposit of \$37,500.00 having been paid. A receipt dated 13 May, 2016 for the sum of \$37,500.00 and a receipt dated 3 June, 2016 for the sum of \$40,000.00 are annexed.
- i. Jarvis claimed that he visited the First Defendant's office on 25 April, 2016, agreed to purchase lots 69 and 113 for \$75,000.00 each and paid the sum of \$2,500.00. It was curious then that a receipt for a payment of \$2,000.00 was dated 5 January, 2016 in respect of Lot 12 even before the 10 February, 2016 agreement was even entered into between the Second and Third Defendants. This was wholly unexplained by Jarvis. Jarvis claimed he paid \$150,000.00 but his receipts only evidenced payments of \$112,500.00 in

respect of lots 69 and 112, while the Statement of Case only pleaded that Jarvis purchased Lot 69.

- j. Jarvis claimed he signed a receipt on 31 May, 2016 with the First Defendant for the purchase of the two lots of land and not an agreement for sale. However, the document he annexed is an agreement between Jarvis and the First Defendant acting for the Second Defendant to purchase Lot 69 for \$75,000.00.
- k. Jarvis claimed that in June 2016 the First Defendant contacted him and informed him that the Deed of Conveyance would be drafted by Kadem and the sum of \$2,500.00 was to be paid as legal fees for the same. Jarvis annexed a receipt for the payment of \$2,500.00 dated 6 June, 2016 and issued by the First Defendant after he delivered the sum directly to Kadem in June 2016. This is important when assessing the authenticity of the unregistered deed allegedly signed by the Third Defendant, that Jarvis purportedly relies on. Jarvis gave no evidence whatsoever in his witness statement of ever signing that document. In fact, it is only in cross-examination that Jarvis claimed to have signed that document at Kadem's office on 25 May, 2016, which is the date the document is purportedly dated. How could that be possible if he was only contacted about the deed in June 2016 and only attended at Kadem's office in June 2016 to pay the legal fees? Further, despite claiming to have two witnesses present, no person signed as a witness to his signature. Jarvis did not meet the Third Defendant at all, nor did he see the Third Defendant execute the document. It is also curious that Jarvis would claim that on the same day he visited Kadem's

office to obtain a certified copy of the document, which he was allegedly advised was in the process of being registered, that he also would have attended Kadem's office to obtain a certified copy.

- I. Campbell, Rambert and Jarvis also gave contradictory evidence regarding the TCPD letters as set out above.
- ii. No evidence was led by the Claimants in respect of the other two unregistered deeds, which the Third Defendant denied executing. No explanation was given as to why Althea Jarvis, who is also a Claimant, gave no evidence whatsoever in these proceedings so the unregistered deed purportedly in relation to her was an unverified hearsay. The other unregistered deed did not relate to any of the Claimants in these present proceedings and is wholly irrelevant and without evidential support. I, therefore, accord no weight to either document.
- iii. I find it to be highly improbable the contention of the Claimants that even though they claimed to have been presented with the 10 February, 2016 agreement between the Second and Third Defendants and knew that the Third Defendant owned the land, they would thereafter all execute agreements for sale with the First and/or Second Defendant that made no mention of the First and/or Second Defendant acting as the agent of the Third Defendant landowner but representing instead that the First and/or Second Defendant was the vendor/landowner. It is more likely that the First and/or Second Defendants held themselves out to be the owner of the land and entered into the agreements with the Claimants and that the Claimants, realizing the land was actually owned by the Third Defendant formulated these allegations

against the Third Defendant in order to make a claim for specific performance of the agreements to which he was not a party.

- iv. There is absolutely no evidence proving or corroborating any involvement by the Third Defendant in the Claimants' transactions other than the contradictory evidence of Campbell regarding the alleged 23 May, 2016 meeting at TSTT, which Jarvis did not corroborate and the self-serving telephone call Rambert allegedly had with the Third Defendant who he admittedly never met.
- v. I also view with extreme suspicion the unsigned letter dated 18 April, 2017 purportedly on the Second Defendant's letterhead. In the first place, this letter is unsigned. In the second place, no witness for the Claimant explained how this document came to be in their possession and there is absolutely no evidence from the purported maker of the document to establish its authenticity. It is unverified hearsay which this court accords no weight.

21. In the circumstances, I reject the Claimants' evidence regarding the purported involvement of the Third Defendant and find that they have not proven on a balance of probabilities that the Third Defendant attended any meeting or gave any assurances or directives to them to enter into agreements for sale with the First and/or Second Defendant or pay any monies to them.

22. I also find as a fact that the First and/or Second Defendant was not authorised to enter into any agreement for sale with prospective purchasers of the Third Defendant's land, let alone agreements in which the First and/or Second Defendant held themselves out to be the owners of the land. The contract between the Second and Third Defendant clearly

stated that the Second Defendant was an independent contractor and the Third Defendant is not bound by the representations made by the First and/or Second Defendant or the agreements entered into with the Claimants containing those false representations. Not only do I find that the First and/or Second Defendant had no actual authority to enter into the agreements with the Claimants, I find that there is no evidence upon which I can properly come to a finding that the First and/or Second Defendant had any ostensible authority to do so within the meaning of **Freemen and Lockyer v Buckhurst Park Properties (Magnal) Ltd**<sup>10</sup> cited by the Claimants.

23. It is obvious that none of the agreements even purport to be executed by the First and/or Second Defendants in the capacity of an agent acting on behalf of the Third Defendant. It is obvious that the payments were expressly to be made to the Third Defendant and so it cannot be said that accepting payments was within the scope of the authority granted by the 10 February, 2016 agreement. There is certainly nothing upon which it can be said that it was within the scope of the 10 February, 2016 agreement for the First and/or Second Defendants to hold themselves out to be the vendor or owner of the land.

24. In the circumstances, therefore, I find that the actions against the Third Defendant must all be dismissed.

25. In relation to the First and Second Defendants, the trial had been ordered to proceed as undefended against them and they have made no challenge whatsoever to the evidence led by the Claimants or the documents filed by the Claimants in these proceedings as it relates to them. It is clear that specific performance of the agreements for sale cannot be ordered as the

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<sup>10</sup> [1964] 2 QB 480 at page 503.

First and Second Defendants are not the owners of the land. However, judgment will be given for the Claimants against the First and Second Defendants for the monies proven to have been paid by them to the First and Second Defendants.

## **DISPOSITION**

26. In light of the foregoing, therefore, this Court orders as follows:

- (1) The Claimants claims against the Third Defendant are dismissed.
- (2) The Claimants shall pay to the Third Defendant fifty percent of his prescribed costs calculated on the sum of \$4,854,500.00 being the damages awarded to the Claimants on the claim against the First and Second Defendants.
- (3) There shall be judgment for the Claimants against the First and Second Defendants for damages for breach of contract for the following sums proven to be paid to the First and Second Defendants by the following Claimants:

a.	Suzette Ramoutar	\$97,500.00
b.	Mahadaye Ramlagan	\$130,000.00
c.	Byron Hugging	\$95,000.00
d.	Glenn Small	\$80,000.00
e.	Gary Jackson and Ava Bakhorie	\$97,500.00
f.	Dixie Ann Simon	\$60,000.00
g.	Donna Boodoo	\$150,000.00
h.	Achaiba Morean	\$95,000.00
i.	Kassoondai Dookram Rajkumar	\$150,000.00
j.	Ronald Liverpool	\$95,000.00
k.	Carl St. Rose	\$375,000.00

l.	Fitzroy Williams	\$77,500.00
m.	Garvin Tenia	\$150,000.00
n.	Leslie Ann Toney	\$90,000.00
o.	Joanne Patricia Bishop	\$97,500.00
p.	Richard Mungalsingh	\$75,000.00
q.	Droopatie Mungalsingh	\$75,000.00
r.	Joel Ramasir	\$135,000.00
s.	Ranjiv Luke Charlie	\$135,000.00
t.	Coreen Copeland	\$101,250.00
u.	Kieron Naguar	\$270,000.00
v.	Dave Khan	\$225,000.00
w.	Sherlene Prime	\$135,000.00
x.	Astor Harris	\$135,000.00
y.	Fize Khan	\$75,000.00
z.	Ruth Sherriff	\$75,000.00
aa.	Monica Rambert Naguar	\$135,000.00
bb.	Shantie Sahadeo Harris	\$135,000.00
cc.	Cordel Yvette Parris	\$180,000.00
dd.	Nigel Campbell	\$33,750.00
ee.	Barn Ramdin	\$125,000.00
ff.	Richard Sukdeo	\$150,000.00
gg.	Roupatie Maharaj and Krishna Maharaj	\$75,000.00
hh.	Alexia Barbour	\$155,000.00
ii.	Selwyn Jarvis	\$114,500.00
jj.	Richi Mattai	\$150,000.00
kk.	Christopher Rambert	\$77,500.00
ll.	Kristoff Rambert and Kimberly Rambert	\$25,000.00
mm.	Neil Bishop	\$97,500.00

- (4) The First and Second Defendants shall pay to the Claimants their prescribed costs calculated on the total sum of \$4,854,500.00 awarded to the Claimants above.
- (5) Judgment is granted for the Third Defendant/Ancillary Claimant against the First and Second Defendants for the following reliefs:
- a. A declaration that the Third Defendant/Ancillary Claimant is not liable for the acts or omissions of the First and/or Second Defendants in respect of the agreements for the sale of land entered into by the First and/or Second Defendants with the Claimants in the main proceedings and/or any monies collected thereunder.
- (6) The First and Second Defendants shall pay to the Third Defendant/Ancillary Claimant fifty percent of his prescribed costs incurred in defending the main proceedings calculated on the sum of \$4,854,500.00 being the damages awarded to the Claimants on the claim against the First and Second Defendants in the main proceedings.

**Karen Reid**

**Judge**