

**ANTIGUA AND BARBUDA**

**IN THE INDUSTRIAL COURT**

**REFERENCE NO. 35 OF 2012**

**BETWEEN:**

**WAYNE WEAVER**

**Employee**

**And**

**ST. JAMES'S CLUB**

**Employer**

**Before:**

**The Hon. Charlesworth O.D. Brown**

**President**

**The Hon. St. Lawrence de Freitas**

**Member**

**\*The Hon. M. Althea Crick**

**Member**

**Appearances:**

**Mr. Anderson E. Carty and Leonart Matthias of Antigua & Barbuda Tradesmen & United Workers' Federation for the Employee**

**Ms. Samantha N. Marshall and Ms. Saska L. Diamond, Attorneys-at-Law of Stapleton Chambers for the Employer**

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**2014: May 1**  
**2015: June 15**

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**JUDGMENT**

**Brown, President.**

**The Facts**

1. The pertinent facts of this case, as expressly or tacitly agreed and/or gleaned from the evidence and/or otherwise determined by the Court a balance of probabilities, are as follows:
2. The Employer, referred to in this reference by its trade name, is a company incorporated under the Laws of Antigua and Barbuda which carries on business as hoteliers providing accommodation and other hospitality services to its guests.

3. The Employee was employed by the Employer as a Bar Porter commencing in February 2005. At the date of termination of his services he was earning basic wages of \$363.00 per week plus 1.25 points service charge. His average weekly "take home pay" was \$400.00.
4. At all material times Alex de Brito (de Brito) was the Employer's General Manager and Executive Vice President of Operations. The Employee's direct Supervisor was Milton Herbert (Herbert) who, in turn reported to William Francis (Francis), Food and Beverage Director. The latter reported to de Brito.
5. The Employee was on duty on December 31, 2009 at the Reef Deck Bar. His shift was scheduled to end at about 1:00 am on January 1, 2010.
6. Sometime after fireworks were set off at midnight to celebrate the start of the New Year 2010, the Employee was instructed by Herbert to "pick up" the drinking glasses that had been used by the guests.
7. As the Employee walked through the crowd, comprised of several guests and some of his colleagues, he felt a firm grip of a person holding his arm from behind. When he looked around he saw that it was de Brito.
8. While holding the Employee's arm, de Brito said to the Employee "I pay you to work, not to drink beer". The Employee responded by saying "I'm not drinking anything".
9. Shortly afterwards, de Brito doubled his grip on the Employee by holding firmly onto his upper arm in the area of the elbow while maintaining his grip on his wrist and still standing behind him. De Brito then told the Employee that he felt like removing him from the Employer's property.

10. In the process of holding the Employee's arm de Brito's fingers pressed hard into his flesh and forced him through the crowd past "lots" of people.
11. The pressure on the Employee arm caused him to feel pain as a result of which he told de Brito that he was hurting him and asked de Brito to let him go.
12. De Brito responded by saying "I'm hurting your hand? I can do what I want". As he spoke de Brito kept the pressure on the Employee's arm and continued to force him through and away from the Bar area into the "back yard" towards the kitchen area.
13. While maintaining his firm grip, de Brito forced the Employee to walk a distance of approximately "50 feet" through the "back yard" of the Employer's premises and down a hill. They continued walking in the direction of the exit gate until they got to "Dockside", which was approximately "100 feet" away from the Reef Deck Bar where the encounter first started.
14. After being forced past the storeroom where he left his shoes, the Employee then told de Brito that he wanted to get his shoes. In response, de Brito let go of the Employee's arm.
15. At this point, Lyril Warner, (Warner) the Employer's Head of Security, came to the scene and asked the Employee what had happened. De Brito then firmly grabbed the Employee's arm for the second time. The Employee responded by saying, "Boss, stop hold me", while attempting to pull himself away. De Brito again pressed his fingers into the Employee's arm thereby causing him further pain. On this occasion, the Employee forcibly pulled away his arm.
16. De Brito became angry when the Employee pulled away his arm. The Employee formed the view that de Brito was trying to "damage" him. De Brito then violently pushed the

Employee in his chest with both arms causing him to collide with a concrete wall, which was approximately "5 feet" behind him, and fall to the ground.

17. As a result of his impact with the wall, the Employee sustained injuries to his elbows and back. The Employee then got angry for the first time and started to advance towards de Brito but he was restrained by Warner.
18. By this time, de Brito got even angrier and attempted to continue his attack against the Employee but was physically restrained by Dwayne Thomas (Thomas), one of the Employer's bartenders who was walking in the area. Soon afterwards, the Employee's shoes were brought to him by his co-worker, Seymore.
19. Although the Employee got angry after he was pushed against the wall he endeavoured to remain calm because he was thinking about his job. He then walked towards the gate of the Employer's premises and "clocked out".
20. The following day the Employee reported the incident to the Police and was given a Medical Form. The Employee later consulted with his Medical Practitioner, Dr. Evans S. Moulon and received medical treatment for his injuries.
21. On the Medical Form, Dr. Moulon confirmed that when he examined the Employee on January 2, 2010; the Employee had sustained an abrasion to his lower back and bruises to his elbows.
22. On January 2, 2010, the Employee reported for work at the Employer's premises as scheduled but he was not permitted to enter the premises. In effect, he was suspended pending the Employer's investigation of the incident by Glen Young (Young), the Employer's Director of Personnel and Training.

23. A meeting was held on January 4, 2010 to “address the incident” and “to address any grievances” that the Employee had. At the end of the meeting the Employer found that the Employee “had not committed any wrongdoing and was therefore asked to return to duty”.
24. Upon the Employee’s expressions of his “concerns as to whether he should return to work” the Employer decided to offer the Employee “a package if he did not wish to return to work”. Young acknowledged that the Employee needed some time to make his decision and extended the “courtesy to him”.
25. On or about January 5, 2010, the Employer’s attention was drawn, through Young, to a media report about the incident. As a result, the Employer decided to convene a second meeting “to ascertain whether or not Mr. Weaver wished to remain an employee of the company.”
26. Bearing in mind its collective agreement in relation to its employees, the Employer contacted Kem Riley (Riley) of the Antigua Barbuda Workers Union “to represent the interest” of “the Employee” and “to advocate on his behalf”.
27. The Employee was asked to attend a second meeting on January 6, 2010 , which Riley attended. In the words of Young, “Mr. Riley’s sole purpose and interest was to ensure that Mr. Weaver was treated fairly”.
28. At the meeting the Employee “shared his reservations concerning his working relationship with de Brito and his feelings towards him”. The Employee formed the idea of not returning to work. He did not want to return to work because he would have to be on the compound with de Brito and there would have to be some contact with him. The Employee emphasized that he did not feel comfortable in that regard. He was of the view that if he returned to work he would soon be laid off.

29. During the meeting, the Employee expressed the desire to consult with his sister and left the room to make contact with her by telephone.
30. Riley left the meeting before the Employee returned. On his way out he met the Employee and told him to go back into the meeting and decide whether or not he would take the package. At this stage, although Riley recommended that the Employee should take the package, he was aware that the Employee still had not made up his mind.
31. The Employer formed the view that the Employee opted to return to work and scheduled January 7, 2010 as the date for his resumption of duties.
32. The Employee did not report for duties on the designated day and the Employer formed the view that he had changed his mind about returning to work.
33. The Employee sought advice from his Representative, Mr. Anderson E. Carty, a Labour Relations Consultant. By letter dated January 7, 2010, Mr. Carty wrote to the Employer informing it that the Employee would not return to work and would file a claim for compensation for unfair dismissal.
34. By letter to the Employee dated 8<sup>th</sup> January 2010, Young confirmed that the Employee was blameless in the incident with deBrito and further stated that “you run the risk of abandoning your job if you do not follow through on our agreement.”
35. By letter dated January 11, 2010, Mr. Carty denied that the Employee had agreed to return to work.
36. By letter dated 12<sup>th</sup> January 2010, Young confirmed that he found de Brito “guilty of wrong doing, and Mr. Weaver blameless in the incident”. Young concluded by stating: “The company is of the view that Mr. Weaver should return to work, as agreed.

He is still on schedule as I write, and we are affording him three working days, from the date of this correspondence to honour our agreement. He is scheduled for 3:00 pm on Monday January 18<sup>th</sup>, 2010. If he does not return by then we will consider him as abandoning his job.”

37. The Employee never returned to work and the Employer formed the view that he had abandoned his job.

#### **The Employee’s Case**

38. The Employee’s case is set out in his Memorandum filed on March 6, 2013 in which he substantially pleaded the facts detailed above. He “claimed that he had been constructively dismissed by virtue of the manager’s physical assault on his person”. In other words, he asserted that he was entitled to quit his job and claim that he had been constructively dismissed and is entitled to compensation.
39. By the last paragraph of his Memorandum, the Employee “contends that, under the above circumstances and with due regard to the manager’s action and conduct, relevant laws of the State and judicial precedents, he is entitled to constructively quit the job and claim Unfair Dismissal and asks the Court to so rule and to further, grant appropriate awards of compensation, under the requisite heads.”

#### **The Employer’s Case**

40. On the other hand, by its Memorandum filed on January 8, 2014, the Employer pleads that after criminal charges against de Brito were dismissed, it invited the Employee to return to work but he refused to do so.
41. In its Memorandum the Employer “denies that the Employee was dismissed....and contends that the Employee with effect had abandoned his job and is therefore not entitled to any compensation and/or damages for Unfair Dismissal.”

### **The Main Issues**

42. The main issues for determination are:

- (1) Whether or not the Employee was constructively and unfairly dismissed.
- (2) Whether the Employee had abandoned his job.
- (3) If the Employee was constructively and unfairly dismissed, whether he is entitled to compensation including exemplary damages and/ or costs.

### **The Evidence**

43. Having carefully read and analyzed the witness statements and listened to the oral testimony of all the witnesses in this case, I found the evidence of the Employee and Young to be most instructive. The following aspects of the witnesses and their evidence are noteworthy.
44. As far as the Employee is concerned, while giving testimony he sometimes appeared to be tentative and uncertain. However, the conspicuous and unexplained absence of de Brito from the trial left his evidence about “the incident” wholly uncontroverted.
45. Thomas testified on behalf of the Employee. He corroborated the Employee’s evidence about the conduct of de Brito. He said he followed them closely. He stated that de Brito repeatedly referred to the Employer’s property as “my property”. He also said that he was present when de Brito pushed the Employee backwards onto the wall.
46. At the close of the Employee’s case, Riley was called by the Court as an independent witness. Where there were differences between the Employee’s evidence and that of Riley, I preferred the latter.
47. The most critical part of Riley’s testimony relates to the expressed state of mind of the Employee. In particular, the Employee told him that he was not inclined to return to work. Further, although Riley advised him to take the package offered by Young, the

Employee expressed his reservations about doing so and said he was not comfortable.

48. Most importantly, after Riley himself left the meeting, which the Employee left earlier, he met the Employee outside at which time it appeared that the Employee had not made up his mind whether to return to work. He then spoke to the Employee telling him to return to the meeting and decide whether or not to take the package.
49. As to Young, save that it appears to have been mistaken when he testified as to the presence of Riley when the Employee returned to the meeting and “opted” to return to work, I found him generally to be an honest, and reliable witness.
50. Under cross examination, Young testified that “when the Employee left the room he said that he would talk to his sister”; that “at that point he was relying on his sister for advice”; that when he returned to the meeting “he didn’t mention his sister” and that “at that point, Mr. Riley was irrelevant”.
51. Perhaps most instructively, under cross examination, Young testified as to the Employee’s demeanour. In relation to his option whether or not to return to work after the incident, he said that the Employee was “tentative in his behavior, like he was here” at the trial.
52. The Employer’s second witness, Warner, referring to the “incident” testified that “it was a matter that should have been dealt with by my department”.
53. Warner also gave evidence in relation to the second meeting held with the Employee on January 6, 2010. He said:  
“ 9. Mr. Young then informed Mr. Weaver to return to work and Mr. Weaver responded ‘suppose me nah wah come back to work?’. Mr. Young then informed him that he would be offered a package...  
10. He was given time to make his decision as he was not certain as to what he

wanted.....”

### **The Employer’s Submissions**

54. In her written submissions on behalf of the Employer, Miss Diamond glossed over the facts. She merely referred to the incident and zoomed in on the Employee’s reaction going forward from the meeting on January 4, 2010. That approach was consistent with the Employer’s case.
55. Counsel cited the case of **Western Excavating (ECC) Ltd. V Sharp**[1978] 1 All ER 713 which identified the type of conduct of an employer which would entitle an employee to treat himself as discharged from any further performance of the employment contract.
56. Miss Diamond also cited **Brown v Merchant Ferries Ltd. [1998] IRLR 682** and identified the conditions which must be met to establish a claim of constructive dismissal. She then submitted that the Employee did not satisfy those conditions but had in fact abandoned his job.
57. Interestingly, Counsel posed the important question: “ ....whether the Employer’s conduct so impacted on the Employee (so that he) could properly conclude that the Employer was repudiating the contract?”
58. Further, and even more interestingly, Miss. Diamond submitted that “even if it may be considered that the General Manager was inconsiderate and hasty in the way in which he dealt with the matter, it is difficult to maintain as sufficiently egregious to justify the Employee considering himself constructively dismissed.”
59. In her concluding submissions, Counsel noted that the Employee “clearly based his case on the sole incident of the morning of January 1, 2010, as the reason for him walking off

the job and in the circumstances it was reasonable for him to do so, when in fact it was by no means reasonable for him to do so.”

60. Miss. Diamond submitted: “the Employer therefore by its evidence and by its submission humbly states that the Employee did in fact abandon his job and ask this Honourable Court to so find.”

### **The Employee’s Submissions**

61. The closing submissions filed on behalf of the Employee by Mr. Carty were far more logical, comprehensive and detailed. As a critical part of the Employee’s case, he emphasized the particulars of the nature, extent and duration of de Brito’s physical assault against the Employee.
62. Further, Mr. Carty recited the details of the conduct of the Employer in the post-incident phase from January 2, 2010 up to January 12, 2010.
63. Throughout his presentation of the facts, Mr. Carty pointed out important surrounding circumstances. Perhaps most importantly, he highlighted the manifest physical, mental and emotional effect of de Brito’s assault on the Employee.
64. Among the many authorities cited by Mr. Carty in his submissions, is the textbook by Noel M. Cowell, **A Summary of Test Cases in Jamaican Law**, in which the author at pages 159 – 163 quoted from the 1984 Jamaican case of **Bancroft Smikle v the Jamaica Public Service** in which Vanderpump J. stated that “**Abandonment is clearly a matter of intention to be gathered or inferred from the person intending to abandon his job...**”
65. Mr. Carty also cited the treatise **Labour Law, 4<sup>th</sup> Edition** in which the authors, M. Wright and C. J. Carr, at page 124 - 125 refer to the 1981 decision in **W. E. Cox Toner v**

**Crook** and assert that:

**“If the employer commits a repudiatory breach of the contract of employment, the employee can if he chooses continue to work or he can accept the repudiation, in which case the contract is at an end and he had been constructively dismissed. The employee does not have to elect to affirm the contract or accept the repudiation within any reasonable or other time, and mere delay does not constitute affirmation of the contract. However, prolonged delay on the part of the employee may constitute implied affirmation”**

66. Further, Mr. Carty submitted that:

**“The Law of constructive dismissal was held to be a part of our Common Law by this Honourable Court in No. 1 of 1986, Romig Michael v Dews. Quoting from Anderman’s, The Law of Unfair Dismissal at page 82, the judgment states; “the obligation of the employer not to destroy or seriously damage the mutual trust and confidence between employer and employee has its origins in the common law, including the law of wrongful dismissal”**

#### **The Main Issues: Constructive Dismissal or Abandonment of Employment**

67. At this point, I feel obliged to say that most, if not all, of Mr. Carty’s submissions, especially those in relation to the applicable law, find favour with the Court.

68. **The Antigua and Barbuda Labour Code (the Labour Code)** has no provisions in respect of constructive dismissal or abandonment of employment. Accordingly, this Court must look to the common law. In that regard, I adopt the well settled approach of this Court in matters where there are no relevant provisions in the Labour Code. Apart from the **Romig Michael** case, this Court has relied on the common law to determine other cases of constructive dismissal, such as **Reference No. 16 of 1998, Edward Smith v Stanford Financial Group Limited**. The reliance on the common law was considered

and tacitly approved by the Court of Appeal in that case.

69. Quite apart from express terms, there are implied terms imposed by law which are incidental to every contract of employment. One such term imposes an obligation of mutual trust and confidence between employer and employee. In relation to the conduct of employers, in **Woods v WM Car Services (Peterborough) Ltd [1981] ICR 666**, (one of the cases cited by Mr. Carty) Browne-Wilkinson J. stated:

**“In our view it is clearly established that there is implied in a contract of employment a term that the employers will not, without reasonable or proper cause, conduct themselves in a manner calculated or likely to destroy or seriously damage the relationship of trust and confidence between employer and employee....”**

70. In the leading case of **Western Excavating** case, also cited by Mr. Carty, it was established that a constructive dismissal will be fully constituted when:

- (1) the conduct is such that it demonstrates that the Employer no longer intends to be bound by the contract of employment;
- (2) the repudiatory conduct must be such that it undermines or erodes or destroys the contractual relationship;
- (3) the employee’s response to the employer’s repudiatory breach is directly referable to the employer’s conduct;
- (4) the employee must get his timing right. He must not work too long after the breach and must not conduct himself in such a way as to waive his right and thereby affirm the contract;

71. In this Reference, a fundamental question arises as to whether the individual exhibiting the repudiatory conduct had the power to bind the Employer. I have no doubt whatsoever that de Brito, as Executive Vice President of Operations and General Manager, was acting in the course of his employment in the name of, for and on behalf of the Employer. His words leave no doubt. He referred to the Employer’s property as “my

property". He told the Employee, "I pay you to work not to drink beer." In addition, referring to the Employee, he told the Warner, the Chief of Security, to "get him off my property". Further, when the Employee complained of being hurt he replied, "I am hurting you, I can do what I want." Moreover, having determined that the Employee had committed no "wrong doing", the Employer took no disciplinary action against de Brito.

72. In his submissions, Mr. Carty repeatedly referred to de Brito's "physical assault" against the Employee. In my view, there is no doubt that de Brito's conduct amounted to a serious assault and battery against the Employee. As described above, it constituted a repudiatory breach of the employment contract by the Employer. The arbitrary, crude and callous nature of the attack, as well as its sustained intensity and overall duration leave no room for doubt as to de Brito's intention to assault the Employee. The Employee's consequential injuries, an abrasion to his lower back and bruised elbows were confirmed by Dr. Moulon.

73. There should be no doubt that in every contract of employment there is an implied term, that both parties will treat each other with mutual respect, trust, confidence and courtesy. Employers have a fundamental duty to behave reasonably to its employees. Building on the foundations laid down in the Western Excavating case, in **Mahmud v Bank of Credit and Commerce International SA [1997] ICR 606** the House of Lords affirmed that:

**"....the employer shall not without reasonable and proper cause conduct itself in a manner calculated and likely to destroy or seriously damage the relationship of confidence and trust between employer and employee."**

74. In this Reference, the Employer's breach of the implied term is pellucid. There is no evidence of any reasonable or proper cause which could possibly justify de Brito's conduct.

75. I will now consider the Employee's reaction to the Employer's repudiatory conduct with

a view to determining whether anything he did or omitted to do amounted to a waiver of his right to claim constructive dismissal; whether his reaction was directly referable to the Employer's conduct; and whether he got his timing right.

76. When assessing the Employee's reaction, I am of the firm view that the effect of the Employer's conduct on the mind of the Employee is paramount. The evidence discloses that he sought medical attention; that he reported the matter to the Police; that when he returned to work the following day he was barred from the Employer's premises; that at the first meeting after he was told that he had done no wrong, he expressed his fear of subsequent victimization; he expressed his reservations about returning to work; and that he requested and was granted time to consult with his family and obtain specialist advice. There can be no doubt that all stages of the Employee's reaction were directly referable to the Employer's repudiatory conduct.
77. Did the Employee get his timing right? The answer to that question must be derived from the interaction between the parties after the incident. The incident happened early on January 1, 2010. At the meeting on January 4, 2010 the Employer acknowledged that the Employee needed more time to consider whether or not to return to work.
78. Up to January 6, 2010 when the second meeting was held, the Employer appreciated that the Employee needed time to consult with his family and obtain advice. Up to that date the Employer acknowledged that the Employee was still "tentative in his behavior". At that very meeting, the Employer allowed the Employee to leave the meeting to consult with his sister. Moreover, the Employer had earlier taken the commendable step of inviting Riley, the Employee's Union Representative, to attend that meeting to ensure that the Employee was treated fairly.
79. In the circumstances, the timing of the Employee's claim of unfair dismissal was good, if not excellent. Notwithstanding Riley's recommendation that he should take the package, it appears that he still remained uncertain as to which option to take. He then sought

further specialist advice between the January 6 and 7, 2010. On the former date, Mr. Carty, the Employee's new Representative, promptly notified the Employer by telephone that the Employee would not return to work and that thereafter he would be claiming constructive dismissal. This position was confirmed in writing the following day, which was the date scheduled for the Employee's return to work.

80. The formal notification to the Employer of the Employee's position by letter dated January 7, 2010 marks a watershed. From that date the Employer was no longer in a position to treat with the Employee about returning to work on any particular day or at all. From thenceforth, all the Employer did by way of purportedly extending the time for the Employee to return to work, would at best amount to no more than an indirect offer of fresh employment.
81. Based on the evidence, I have no doubt that the Employee got his timing right. He did nothing to either waive his right to claim constructive dismissal or to affirm the employment contract. In fact, he expressly accepted the Employer's repudiatory breach and emphatically terminated the contract of employment which he was entitled to do.
82. I conclude that the Employee was constructively dismissed. He did not abandon his employment. He merely accepted the Employer's repudiatory breach of the contract of employment after which he rejected what I deem to be the offer of fresh employment.
83. Apart from being repudiatory, I conclude that the Employer's conduct was unlawful, harsh and oppressive. Such conduct will justify an award of exemplary damages, to which I will return below.

### **The Third Issue: Heads and quantum of Compensation**

84. When considering the heads and quantum of compensation, I am mindful of **Section 10 (3) of the Industrial Court Act** which provides:

**“(3) Notwithstanding anything in this Act or in any other rule of law to the contrary, the Court in the exercise of its powers shall –**

- (a) make such order or award in relation to a dispute before it as it considers fair and just, having regard to the interests of persons immediately concerned and the community as a whole;**
- (b) act in accordance with equity, good conscience and the substantial merits of the case before it, having regard to the principles and practices of good industrial relations and, in particular, the Antigua and Barbuda Labour Code.”**

85. With those provisions in mind, I make the following awards:

**(1) Notice Pay**

The Employee is entitled to one week’s pay in lieu of notice of his termination. Under this head, I award the sum of **\$400.00**.

**(2) Loss of Protection from Unfair Dismissal:**

Under this head, the Employee is entitled to one day’s pay for each month of his employment. He worked for 5 years. Or present purposes, I accept an average daily rate of \$80.00. Accordingly, I award the sum of **\$4,800.00 (80x 60)**

**(3) Immediate Loss:**

An employee who is unfairly dismissed has a duty to mitigate his loss. I accept that the Employee attempted to find alternative employment but was unable to do so. I am mindful of his efforts to earn a living from farming activities on his family’s farm. For his loss between the date of dismissal on January 7, 2010 and the trial date on May 1, 2014, I award the equivalent of 6 months wages in the sum of **\$9,600.00 (\$400 x 24)** under this head.

**(4) Future Loss**

I find no basis for an award under this head.

(5) Manner of Dismissal

There is no evidence that the Employee was rendered less attractive to potential employers because of his dismissal so I make no award under this head.

(6) Exemplary Damages

I think that it is appropriate that an award of exemplary damages be made in this case. In **Lesley Hoffman v Stanford Financial Group Ltd.: Civil Appeal No. 2 of 2002**, the employer created a new position as Barbuda Editor, for the employee in Barbuda and sent her to work there. The very next day the employer changed its mind and dismissed the employee on the ground of redundancy. The Court of Appeal upheld this Court's award of \$30,000.00 as exemplary damages.

I find that the dismissal of the Employee in this case was harsher and more oppressive. It involved a criminal assault and battery against the Employee in the presence of many of his coworkers and guests of the Employer. Using Hoffman's case as a guide, I award the sum of **\$45,000.00** under this head.

(7) Fringe Benefits

Having taken into account the Employee's entitlement to a share of the service charge fund, I find no or no sufficient evidence to support an award of additional fringe benefits.

(8) Costs

The facts and surrounding circumstances, as disclosed by the evidence, establish exceptional reasons for an award of costs. As a result, I award the sum of **\$5000.00** under this head.

86. For the reasons stated above, I order that the Employer shall pay to the Employee the total sum of **\$64,800.00 (Sixty Four Thousand Eight Hundred Dollars)**. Payment must be made no later than the 15<sup>th</sup> day of July, 2015.

Dated the 15<sup>th</sup> day of June, 2015



HON. CHARLESWORTH O.D. BROWN  
PRESIDENT

I agree



HON. ST. LAWRENCE DE FREITAS  
MEMBER

**\*The Honourable M. Althea Crick, Member, died on 29<sup>th</sup> November 2014 before settling the final draft of this Judgment.**