

IN THE SUPREME COURT OF BELIZE, A.D. 2009

CLAIM NO. 735 of 2009

BETWEEN:

GERALDINE ANDERSON

CLAIMANT

and

**WILWARD JONES
OMAR YAM
HERSON GUERRA**

**1ST DEFENDANT
2ND DEFENDANT
3RD DEFENDANT**

Keywords; *Purchase of Land; Fraudulent Deception; Reckless ness in Signing Documents; No case submission; Agency in the Sale of Registered Land; Sections 86 and 143 of the Registered Land Act; Torrens System of Registered Title.*

Judge: Abel J (Ag)

Hearing Dates: 27 February and 10th May 2013

Representation:

For the Claimant:

Mr. Lionel L R Welch

For the 1st, 2nd and 3rd Defendants:

Mr. Elrington SC

JUDGMENT

Introduction

1. The Claimant, a citizen of the United States of America, visited Belize and intended to buy a parcel of land from the 3rd Defendant. The Claimant alleges that the Defendants sold her a different parcel of land by fraudulent means. That she was shown one parcel of land in the Honey Camp Area, Orange Walk District, but behind her back (as it were) they switched the parcel with one she did not want namely, Miller's Bight Block 4, Parcel 629, Orange Walk District.
2. The Defendants did not attend the trial of the matter when it came on for hearing and their Counsel made a submission at the close of the Claimant's case that the

Claimant had no case to answer. He argued that there may indeed have been a mistake or fraud when the wrong parcel number was inserted on the transfer document but that the Claimant, so far as the sale of land is concerned, was reckless during the course of the transaction of sale by signing a document which did not have all the details filled in, and that she has to therefore bear the consequence of her folly - unless she can show which of the Defendants acted fraudulently or negligently – as she cannot show which of the Defendants was fraudulent or negligent.

3. The question for determination of this court, based on the Defendants' no case submission is, whether the Claimant has established her case, that the parcel of land transferred to the Claimant was done by fraud, on the balance of probabilities, by the evidence called and that she is entitled to any or all of the reliefs which she claimed.

The evidence

4. The Claimant, a real estate agent of Los Angeles California, U. S. A., testified that in 2007 she came to Belize to look for beach property. She stayed with the 1st defendant and his family as was arranged by the 1st Defendant's brother in her home state of Los Angeles, United States America.
5. During this visit the 1st Defendant, after she did not locate a suitable beach front property, kept encouraging her to purchase a lot in the Honey Camp Area near Honey Camp Lagoon, Orange Walk District, Belize.
6. One day the 1st Defendant took her along with his family and showed her a plot of land in the Honey Camp Area which he said was being sold for US \$25,000.00. Apparently she agreed to buy this lot of land.
7. The Claimant testified that after some time had passed the 1st Defendant approached her again about buying land in the Honey Camp Area, but this time the 2nd Defendant drove them again to the Honey Camp Area, where the 1st Defendant informed her that the 2nd Defendant represented a person who wanted

to sell the lot adjacent to the one that she had agreed to buy and he stated that he had a power of attorney to sell that second lot. He informed her that the first lot was no longer for sale.

8. The Claimant testified that after agreeing to purchase the second lot for the same price of US \$25,000.00, they had her sign the bottom of a transfer form and informed her that the top portion would be filled in later. She then gave the 1st Defendant a cheque for US \$25,000.00 which he returned, and requested that she wire the money to him via a third party in the United States of America.
9. The Claimant gave evidence that upon returning to Los Angeles, California, she found out that she had paid too much to the third party for the property and she contacted him and he returned to her the over-payment of US \$12,500.00.
10. The Claimant also testified that when the 1st Defendant finally sent her the Land Certificate, she noticed that there was evidence that a document had been ripped off, as she saw the holes made by a staple on the document. That later, after getting a copy of the map from the Lands Department, she discovered (or inferred) that he had removed the map. That upon reviewing the documents that the 1st Defendant had sent her, she realised that he had left the purchase area blank when she signed the original document and that the original stamp of the Justice of the Peace was placed on the document after she left Belize. She specifically noted that she did not sign the document before a Justice of the Peace.
11. Further, the Claimant testified that after reviewing the documents at the Lands Department and obtaining copies, she visited the Honey Camp Area, Orange Walk District, where she noticed that the property shown on the map attached to the Land Certificate, Registration Section: Miller's Bight, Block 4, Parcel 629, was not the lot shown to her; nor was it the lot she had agreed to buy.
12. The Claimant was categorical that the 1st Defendant knew that she originally wanted to purchase a beach front property and that she only agreed to purchase the property he showed her as it was in front of a lagoon.

13. Under cross examination the Claimant admitted that at the time she was staying in the house with 1st Defendant she was his paying guest and that she never met the 3rd Defendant personally. Also that she was acquainted with dealing with land only in the USA and that the 1st Defendant encouraged her to buy the land on the lagoon at Honey Camp in the Orange Walk.
14. The Claimant confirmed that she agreed to buy the second land shown to her by the 1st and 2nd Defendants and admitted that she did not enter into an agreement with the seller (the 3rd Defendant) but entered into an agreement with 2nd Defendant the seller's representative. She then testified that the 2nd Defendant had shown her a Power of Attorney that he represented the 3rd Defendant.
15. The Claimant also confirmed under cross-examination, that she signed the bottom of a document which she believed was an agreement to purchase the property and that the top portion of the document had not been filled out. Also, that the document was an undated transfer of land document, headed Registered Land Act 1908 Transfer of Land [Ex GA2], which she admitted she signed as a buyer and that at the time she signed it no other signature was on the document. That after signing it she left it with the 2nd Defendant as she was leaving town the next day.
16. The Claimant, under cross-examination also confirmed that later on she received the original land Certificate [Ex. GA3] and admitted that on Exhibit GA2 and Exhibit GA3 the Registration block and Numbers are the same and that on the face of it, it seems like she got what she agreed to buy.
17. The Claimant, under cross-examination, further testified that she could not remember the parcel number of the land she had been shown, and confirmed that a mistake had occurred and at the highest somebody fraudulently changed the land on her. She stated that the latter was what had happened. She admitted that she couldn't say who changed the parcel numbers on her, but stated that she suspected it was the 1st and 2nd Defendants in collusion, but she admitted that she could not say particularly as she was not there, but that only the 1st and 2nd

Defendants presented the documents to her and that she never met the 3rd Defendant and that he never met her.

18. The Claimant, also under cross-examination, accepted that when she signed GA2 the section relating to the description on the land was blank, but stated that when she did this she was being trusting, because she was leaving the country the following day and there was a family relationship with the 1st Defendant (his brother in LA had referred her to him). She also admitted that she could not say that at the time the 3rd Defendant was aware of the transaction, or that he was aware of the mistake or fraud when he signed the transfer document. She admitted that she had no idea whether the 3rd Defendant was aware of the situation. She stated that she was not a party to that conversation.
19. Counsel for the Defendants put to the Claimant that she facilitated the fraudsters by signing the blank transfer document and made it possible and easy for the wrong number to be put in and that the whole thing was her fault. Also that she had a duty to act with care to ascertain that she was getting what she wanted to buy and not something else. The claimant however, totally disagreed with these suggestions put to her and in response asked (rhetorically), how could she if she did not get the block and parcel number of what she was attempting to buy and stated that she would not have known these things.
20. Counsel for the Defendants also put to the Claimant that she cannot blame the seller for the mistake or fraud, to which the Claimant responded that, she never tried to blame the seller, the 3rd Defendant.
21. When Counsel for the Defendants put to the Claimant that she did not know if the mistake or fraud was made by 1st Defendant or the 2nd Defendant or both of them, the Claimant's response was that she was suggesting that both of them were in collusion and perpetrated the fraud and switched the land on her. That she certainly did not fill in the wrong numbers and she is not asking the court to act on her feelings but to review documents based on information presented to the

court. The Claimant also accepted that she has the burden of proving her case and stated that she believed that she has substantial evidence to support her claim.

22. On being re-examined the Claimant said that the certificate was mailed to her in the United States of America by the 1st Defendant. She reiterated that some documents had been removed from the land certificate because it had staple holes in the top left hand corner and it was obvious that documents were removed. Further that there was no map attached showing the block and parcel number of the land she had purchased.

No case submission

23. The grounds of the Defendants' no case submission were as follows:

- i. That it is clear that this is a case in which the Claimant having purchased a plot of land in the Honey Camp area, she paid for it, that by mistake or fraud the wrong parcel number was put or inserted on the transfer document.
- ii. That that could only have happened because the Claimant trustingly signed the blank transfer document and that so far as the sale of land is concerned that was reckless and the Claimant has to therefore bear all of the consequences unless she can show, which of the Defendants acted fraudulently or negligently.
- iii. That it is clear that the 3rd Defendant took no part in the transaction except to sign as the seller. That under the laws of Belize the agent could only act on a power if it had been registered and there is no power of attorney before the court and no evidence of who signed the power of attorney or when, and there is no evidence of the power that was granted.
- iv. That paragraph 6 of the Statement of Claim, which refers to a power of attorney being shown to the claimant which gave the 2nd Defendant a

general power over the land owned by the 3rd Defendant, is deemed to be admitted, as no issue was taken of it.

- v. That the Claimant is saying that it was the 1st and 2nd Defendants who sold the land to her and that at the time she signed there was no description of the land at all. So, looking at the document at the critical time it was impossible to say what land she was buying.
- vi. If relying on exhibit GA2 (the transfer of land Document) the court would be obliged to find as matter of fact that the Power of Attorney was not signed.

The Applicable Law

24. With regards to a no case submission, where a Defendant is put to his or her election and elects to call no evidence the case of *Miller (t/a Waterloo Plant) v Cawley*¹ reiterates the legal position as set out in the case of *Boyce v Wyatt Engineering*² that:

“First, where a defendant is put to his election, that is the end of the matter as regards evidence. The judge will not hear any further evidence which might give cause to reconsider findings made on the basis of the claimant’s case alone. The case either fails or succeeds, even on appeal.”

25. In the case of *Miller (t/a Waterloo Plant) v Cawley* it was pronounced that:

“The issue after an election is, in other words, not whether there was any real or reasonable prospect that the claimant’s case might be made out or any case fit to go before a jury or judge of fact. It is the straightforward issue, arising in any trial after all the evidence has been called, whether or not the claimant has established his or her case by the evidence called on the balance of probabilities.”

¹ [2002] EWCA Civ 1100

² [2001] EWCA Civ 692

26. In the House of Lords case of *Saunders v Anglia Building Soc (sub nom Gallie v Lee*³) Lord Wilberforce authoritatively stated at page 1027 that:

"... a person who signs a document, and parts with it so that it may come into other hands, has a responsibility, that of the normal man of prudence, to take care what he signs, which if neglected, prevents him from denying his liability under the document according to its tenor".

27. Bowstead & Reynolds on Agency⁴ defines an agency relationship as:

"Agency is the fiduciary relationship which exists between two persons, one of whom expressly or impliedly manifests assent that the other should act on his behalf so as to affect his relations with third parties and the other of whom similarly manifests assent so to act and so acts pursuant to the manifestation"

28. Section 86 of the Registered Land Act, Chapter 194, Revised Edition 2000 Part V S86. provides-

“(1) A proprietor, by instrument in the prescribed form, may transfer his land, lease or charge to any person with or without consideration.

(2) The transfer shall be completed by registration of the transferee as proprietor of the land, lease or charge and by filing the instrument.”

29. Section 143 of the Registered Land Act, Chapter 194, Revised Edition 2000 Part X S143. provides-

“(1) Subject to subsection (2), the court may order rectification of the register by directing that any registration be made, cancelled or amended where it is satisfied that any registration, including a first registration, has been obtained, made or omitted by fraud or mistake.

³ [1970] UKHL 5

⁴ 19th Edition [1-001]

(2) The register shall not be rectified so as to affect the title of a proprietor who is in possession or is in receipt of the rents or profits and acquired the land, lease or charge for valuable consideration, unless such proprietor had knowledge of the omission, fraud or mistake in consequence of which the rectification is sought, or caused such omission, fraud or mistake or substantially contributed to it by his act, neglect or default.”

30. The Judicial Committee of the Privy Council in the Belize case of *Quinto & Anor v Santiago Castillo Ltd (Belize*⁵), in an appeal from the Court of Appeal of Belize, considered the Registered Act of Belize and in particular the provisions of Section 143 of the Act in relation to “Rectification and Indemnity”.

31. Lord Phillips, who delivered the decision of the Her Majesty’s Council in the case of *Quinto & Anor v Santiago Castillo Ltd*, had cause, obiter, to opine on the Torrens system of registered title which was adopted by Belize in the above Registered Land Act. Lord Phillips noted that the “indefeasibility of title” which the system confers:

“is, however, capable of giving risk to injustice if the registration of title is brought about by fraud, or by mistake. For this reason, many Torrens systems make provision for rectification of the register, but the nature of such provision varies from system to system”⁶.”

32. Lord Phillips then explained how the system was introduced in Belize, and referred to a number of the salient provisions, including Section 143, and then considered two issues of interpretation of this section, namely (1) the circumstances in which the court was given power to order rectification of the register under section 143(1), and the meaning of “in possession” in section 143(2).

⁵ [2009] UKPC 15

⁶ Ibid Paragraph 4 Page 2

33. In relation to the first issue Lord Phillips determined that “It would have been easy and natural for the draftsman to use the phrase “such registration” in place of the second “any registration” if a restrictive interpretation had to be given so as to apply only to the registration that it was sought to impugn. He concluded that the draftsman did not:

“and in addition of the words “including a first registration in respect of which there has been a mistake or error need not necessarily be the registration in respect rectification is sought. We accept that this significantly diminishes the element of indefeasibility of registered title that is a feature of the Torrens system, but this the the manner in which the legislation of Belize has decided to balance the desirability of a simple system of land transfer with the interests of justice. The remedy of rectification lies within the discretion of the court and is subject to the protection given to the bona fide purchaser in possession by section 142(2). The Board does not consider that it is irrational to strike the balance in this way, particularly having regard to the fact that the Act, despite the title of the relevant Part, makes no provision for indemnification of a person unfairly prejudiced by the operation of the system⁷”

34. In relation to the second issue Lord Phillips determined that “in possession in section 143(2) means “actual physical possession”.

35. In relation to the situation where an agent is involved in a land transaction on behalf of a principal it is also a long established legal principle of law that in an action for the rectification of the register and for mesne profits, where it was for the Claimant to establish their claim, and where an agent is knowingly fraudulently in a transaction for the sale of land on behalf of a principal, such fraud is ascribed to the principal if the fraud is brought home to his agents: see the

⁷ Ibid Paragraph 13 Page 39

New Zealand case of *Assets Company Ltd v Mere Roihi*⁸ which was heard on appeal by the Judicial Committee of the Privy Council.

36. Lord Lindley, delivering the judgment of the Privy Council case, which involved a statute which, for all intents and purposes, is not significantly different to the Registered Land Act, stated as follows;

*“Further it appears to their Lordship that the fraud which much be proved in order to invalidate the title of a registered purchaser for value, whether he buys from a prior registered owner or from a person claiming under a title certified under the Native Land Acts, must be brought home to the person whose registered title is impeached or to his agents. Fraud by persons from whom he claims does not affect him unless knowledge of it is brought home to him or his agents. The mere fact that he might have found out fraud if he had been more vigilant, and had made further inquiries which he omitted to make, does not of itself prove fraud on his part. But if it be shewn that his suspicions were aroused, and that he abstained from making inquiries for fear of learning the truth, the case is very different, and fraud may be properly ascribed to him. A person who presents for registration a document which is forged or has been fraudulent or improperly obtained is not guilty of fraud if he honestly believes it to be a genuine document which can be properly acted upon.”*⁹

37. The case of *Assets Company Ltd v Mere Roihi* has more recently been approved and applied by the Judicial Committee of the Privy council in the land registration case of *Alan Fredric Frazer V Douglas Hamilton Walker*¹⁰ in which the judgment of the board, delivered by Lord Wilberforce, confirmed that one of ratios of the *Assets Company Ltd* case was that it established the indefeasibility of title of a registered proprietor who acquired his interest under void instruments generally

⁸ [1905] AC 176, Per the judgment of Lord Lindley at pages 188, 189 and 210.

⁹ Ibid Page 210

¹⁰ [1967] 1 A.C. 569.

and that registration is effective to vest and to divest title and to protect the registered proprietor against adverse claims¹¹.

Application of the Law to the facts

38. The Defendants made a no case submission and elected not to enter in any evidence. The court therefore, relies on the evidence of the Claimant and the grounds itemised by the Defendants in their “no case” submission, in concluding this matter.
39. The Claimant contends that both the 1st and the 2nd Defendants, who were the parties handling the documents and communicating with her, perpetrated the fraud. She never met the owner of the property, the 3rd Defendant.
40. Counsel for the Defendants in his submission of no case to answer accepts, rightly so, that the wrong parcel of land was put on the transfer document and that this was done by either mistake or fraud, thereby effectively conceding the Claimant’s contention of the likelihood or even probability of mistake or fraud.
41. The Defendants, by their Counsel, contend that the Claimant’s action was reckless while she was party to the transaction for the sale of land and as such, concludes that she has to bear all of the consequences unless she can show which of the Defendants acted fraudulently or negligently.
42. According to *Gallie v Lee*, the Claimant cannot deny liability for the wrong land being transferred to her, as it was her responsibility to take care what she signs. Lord Wilberforce found that the Claimant may however, make a clear and satisfactory case showing that there was sufficient discrepancy between her intentions and her act, for example where she was induced to sign by a false representation made to her.
43. I find that the Claimant has made such a case of a sufficient discrepancy between her intentions and her act, by what can only be inferred from the facts of

¹¹ [1967] 1 A.C. 569 at page 583 – 585.

the case, of not only a false but a fraudulent misrepresentation made by the 1st and 2nd Defendants, which clearly induced her to sign the agreement. The Claimant intended to purchase the parcel of land which the Defendants had shown her, however, her act of trustingly signing the blank transfer form resulted in sufficient discrepancy between her intentions and her act, an act which was not totally hers and which was induced by a false representation, which was that, she was purchasing the parcel shown to her by the 1st and 2nd Defendants and that the transfer form would be filled in with the parcel description of this land.

44. The Claimant properly conceded that she never met the Owner of land. If we ask the question, how the owner, the 3rd Defendant, was able to sign the transfer document which the Claimant had previously signed. It is clear that the answer to that question would be that the 3rd Defendant had clearly done so through the agency of the 1st and/or 2nd Defendants and who were thereby acting as his agent.
45. Even though the seller took no part in the initial transactions and only signed as the seller, from an examination of the actions of the 1st and 2nd Defendants it is clear what the position was in relation to block 4 parcel 629.
46. From the 1st Defendant's actions of showing the Claimant the land, giving her the partially blank transfer form to sign, receiving a cheque for US \$25,000.00, which he later returned and requested that the purchase price be wired to him via a third party in the USA, and sending the Claimant the Land Certificate, which notably did not include a map of the requisite area, it is clear that he was integrally involved in the deceptive transaction.
47. From the 2nd Defendant's actions of allowing the Claimant to enter into an agreement with the 3rd Defendant, representing to her that he represented the 3rd Defendant, having the Claimant sign the transfer document and accepting the transfer document from the Claimant before she left the country, it is clear also that the 2nd Defendant was also very involved in the deceptive transaction.

48. It is also clear from the actions of the 1st and 2nd Defendants that there is a fiduciary relationship between the 1st and 2nd Defendants with the 3rd Defendant and an implied manifest assent by the 3rd Defendant for the 1st and 2nd Defendants to act on his behalf so as to affect his relations with the Claimant (by the completion of the transfer of his land through their agency) and of the expressed manifest assents or actions of the 1st and 2nd Defendants to be acting on behalf of the 3rd Defendants as his agents. .
49. The Claimant contends that the 1st and 2nd Defendants colluded to perpetrate the fraud. Based on the actions of the 1st and 2nd Defendants, I am quite satisfied that there is sufficient evidence to establish, on the balance of probabilities, that there was constituted a fiduciary relationship between the 1st and 2nd Defendants and the 3rd Defendant.
50. I am also quite satisfied on the evidence that there was collusion between the 1st and 2nd Defendants to perpetrate the fraud on the Claimant and that it could be inferred that such collusion was with full knowledge of the fraudulent action of switching the parcel of land. The Counsel for the Defendants in his submission of no case to answer concedes that there was a possibility of fraud.
51. The agency arrangement between the Defendants was not an agreement for the 1st or 2nd Defendant to dispose of the land under a power of attorney. That is clear because the transfer of land document was signed by the 3rd Defendant and not was not through the medium of a power of attorney by either 1st or 2nd Defendants as the 3rd Defendant signed the instrument of transfer himself. Thus there is no requirement that the power of attorney comply with the provision of Section 114 – 117 of the Registered Land Act.
52. Thus, it is clear that the alleged power of attorney was not used to perpetrate the fraud but was used as a means or instrument of doing so – to lend some credence to their unlawful act – by giving some air of validity to their plan to fool the Claimant. The 2nd Defendant showed, or flashed as it were, to the Claimant a

power of attorney, which was not used in the disposition of the land. As such, section 114 of Registered Land Act is not, in my view applicable to this case.

53. The Defendants' argument that an agent could only act on the power if it had been registered is therefore inapplicable, since the agency arrangement was not for the disposition of land, but to seemingly act on the 3rd Defendant's behalf in relation to the sale of the property, in ways other than disposing the land.

54. Clearly on the facts of this case the 1st and 2nd defendants were knowingly fraudulently in the switching of the land which the Claimant bought, as such, the fraud is ascribed to the 3rd Defendant (the principal) as per *Assets Company Ltd v Mere Roihi* [1905] AC 176.

55. I find therefore, that in view of the agency relationship found above between the Defendants the fraud is to be ascribed to the 3rd Defendant.

56. The Defendants argue that the Claimant was reckless in signing a blank document and has to bear all of the consequences unless she can show which of the Defendants acted fraudulently or negligently.

57. I do not agree with the submission put forward by Counsel for the Defendants that the Claimant was reckless in signing a blank document and has to bear all of the consequences unless she can show which of the Defendants acted fraudulently or negligently because on the evidence, it is clear that both the 1st and 2nd Defendants acted as agents for the 3rd Defendant. In such circumstances their fraud or a fraud committed by either of the two Defendants as agent of the 3rd Defendant, falls to be ascribed to the 3rd Defendant.

Rectification

58. According to *Gallie v Lee*, the Claimant cannot deny liability for the wrong land being transferred to her, as it was her responsibility to take care what she signed. Lord Wilberforce found that the Claimant may however, make a clear and satisfactory case showing that there was sufficient discrepancy between her

intentions and her act, for example where she was induced to sign by a false representation made to her.

59. I find that the Claimant has made such a case. It was represented to the Claimant that one parcel of land would be sold to her and she agreed and intended to purchase that parcel, but instead the Defendants sold her another parcel of land as a consequence of her signing the blank form in good faith and reliance on the fraudulent representations made to her.
60. In accordance with section 143(1) of Registered Land Act, the Court may order rectification of the register where it is satisfied that any registration, including the first registration, has been obtained by fraud or mistake. This discretion is subject to section 143(2), a bona fide purchaser in possession, where possession is determined in the case of *Quinto & Anor v Santiago Castillo Ltd(Belize)* [2009] UKPC 15 to be “actual physical possession”.
61. On the facts of this case the Claimant has title to the land in question however the mischief of section 143(2) is, not to unfairly prejudice the proprietor of the land. As the person who would be unfairly prejudiced in this case is the Claimant, who is seeking rectification, section 143(2) is not applicable. As clearly the effect of rectification of the register would not unfairly prejudice the Claimant (see: *Quinto & Anor v Santiago Castillo Ltd(Belize)* [2009] UKPC 15). I therefore find that the register can be rectified.
62. The second part of section 143(2) does not apply because the Claimant does not fall under “such proprietor” and any argument that the Claimant substantially contributed to the fraud by her act, neglect or default, as put forward by the Defendants, is irrelevant.
63. Further, even if the Claimant were “such proprietor” and is found to have contributed to the fraud, as argued by the Defendants, the rectification is one which the Claimant requires and as such any rectification would not affect her, as proprietor, in the way that is meant by the section 143(2) of the Act.

Conclusion

64. It is my view that the claimant has established her case by the evidence called, on the balance of probabilities, and in the absence of any evidence from the Defendants she is entitled to succeed on her claim.
65. Consequently I find that the no case submission fails and that the Claimant is entitled to rectification of the register with regards to the parcel of land at Miller's Bight Block 4, Parcel 629, Orange Walk District.
66. I therefore make the following order:
- (a) It is declared that the parcel of land Registration Section Miller's Bight, Block -4, Parcel 629 was transferred into the name of the Claimant by fraud and the said transfer be declared null and void.
 - (b) That the registration of the Claimant as the proprietor with absolute title of the parcel of land Registration Section Miller's Bight, Block -4, Parcel 629 be cancelled by the Registrar of Lands
 - (c) That the Defendants return the sum of Twenty five thousand dollars (BZ\$25,000.00) to the Claimant as monies paid by her as the purchase price for a parcel of land at Miller's Bight, Orange Walk District fraudulently sold to her.
 - (d) That the Claimant be paid interest on the said sum of Twenty five thousand dollars (BZ\$25,000.00) at the rate of 6% per annum from the date the Claim Form was filed (18th August 2009) to the date of payment.
 - (e) That the Defendants pay the Claimant her costs of the present proceedings to be agreed or prescribed costs.

Courtney A. Abel
Supreme Court Judge (Ag)
10th May 2013