

IN THE SUPREME COURT OF BELIZE, A.D. 2014

CLAIM NO: 235 of 2014

BETWEEN

TOMMY LYNN HAUGEN

CLAIMANT

AND

**CAYE INTERNATIONAL BANK LIMITED
JOEL M. NAGEL**

**1st DEFENDANT
2nd DEFENDANT**

Keywords: Banking; Incorporation of a Class A Bank; Central Bank Approval; Terms and Conditions of Central Bank;

Contract; Pre-Incorporation Agreement; Promoter Representations; Share Subscription Agreement; Guarantee; Breach of Contract.

Misrepresentation; Fraudulent Misrepresentation; Reckless Misrepresentation.

Before the Honourable Mr. Justice Courtney A. Abel

Hearing Dates: 27th January 2016
28th January 2016.

Appearances:

Mr. Eamon H Courtenay, SC, and Ms. Pricilla Banner for the Claimant.

Mr. Rodwell Williams, SC, and with him Ms. Lisette Staine for the Defendants.

WRITTEN JUDGMENT
Of an Oral Decision delivered on the 28th day of January 2016

Introduction

- [1] This is a claim filed on the 25 November, 2014 which makes, when looked at in the round, allegations of a very sophisticated and subtle fraud against the Claimant, Mr. Tommy Haugen, by the 1st Defendant, Caye International Bank Limited (“Caye Bank”), and its pre-incorporation promoter, the 2nd Defendant, Mr. Joel Nagel.
- [2] The initially contested claim concerns two connected matters.
- [3] The first matter relates to invitations and representations made to Mr. Tommy Haugen, by Caye Bank and Mr. Joel Nagel, in May, 2003 to invest in Caye Bank by subscribing for shares in it (“the share subscription matter”).
- [4] The second matter is in relation to a golf course project in Nicaragua called Gran Pacifica Beach and Golf Resort (“the Pacifica Project”) and a guarantee of a loan made by Caye Bank to a third party, Pacific Paradise Limited, in relation to a project, the Grand Pacifica (“the Pacifica Guarantee matter”) in 2012.
- [5] In relation to the Pacifica Guarantee matter it was alleged by Caye Bank that Mr. Tommy Haugen was a guarantor of a loan to the Pacific Paradise Ltd., a Project under which Caye Bank claimed to be entitled to and did deduct the approximate sum of \$US211, 000.00 (which included the value of Mr. Tommy Haugen's shares in Caye Bank and monies deposited in an account with Caye Bank). The Pacifica Guarantee matter was contested by the Claimant who at all times maintained that he was not a guarantor.
- [6] At the commencement of the trial the Defendants by their Counsel, conceded the claim in relation to the Pacifica Guarantee matter and thereby accepted that the latter claim was no longer live; and that the Claimant is entitled to the reliefs which he has claimed.
- [7] In relation to the share subscription matter, the issues for determination concern whether the representations, which the Defendants concede were made, were factually true or not; and if not true as suggested by Counsel for the Defendants,

were substantially true. Also whether such representations were made fraudulently or recklessly.

Issues

- [8] The central issue for determination is whether Caye Bank and Mr. Joel Nagel misrepresented the status of Caye Bank to Mr. Tommy Haugen; namely, that Caye Bank's application for a Class A license was approved by the Central Bank of Belize when it had not been so approved, all for the purpose of inducing Mr. Tommy Haugen to subscribe for/purchase shares in Caye Bank.
- [9] The second issue is, depending on the outcome of this question, whether Mr. Tommy Haugen is entitled to damages in the sum of US\$200,655.00 or any other sum for the alleged misrepresentation.
- [10] The question of interests and costs also arises.

Parties

- [11] Mr. Tommy Haugen was at all material times an investor and customer of the Caye Bank and is also a shareholder and the golf course designer.
- [12] Caye Bank is a company which was not initially but was eventually formed and operating under the laws of Belize, as an international banking institution with its primary place of business at Coconut Drive, San Pedro Town, Ambergris Caye, Belize.
- [13] Mr. Joel Nagel is and was at all material times an Attorney-at- Law, and was also a promoter and then a shareholder and Director of the Caye Bank.
- [14] Investors in the Pacifica Project included one Michael Cobb as well as Mr. Joel Nagel.

Background

- [15] Mr. Joel Nagel first approached Mr. Tommy Haugen in Belize in January 2000 and they had discussions about an investment opportunity in the Pacifica Project.
- [16] They then met in Nicaragua in April of the same year and also had discussions about a golf course there.
- [17] Mr. Haugen then retained Mr. Nagel as his family Attorney in relation to a family trust.

The Share Subscription Matter

[18] On the 14th May 2003 Mr. Joel Nagel, as an Attorney at law, wrote to the Tommy Haugen, signing the letter, inviting him to invest in a mortgage company in Belize, as follows:

"Dear Tommy:

You have known me to be someone quite active in business in Belize on behalf of my clients for over a decade now. I would like to tell you about a very special and exclusive opportunity available to only a few of my clients and friends.

I started a mortgage company in Belize with a number of friends and clients over five years ago. The business has done quite well, financing other folk's dreams of owning a house/condo in paradise while we earn a tidy profit for ourselves.

Two years ago our Board of Directors approved a plan to convert our mortgage company into a Class A international bank. We believe we could be even more profitable in our pursuits if we had the ability to accept deposits and generate loans with those deposits in addition to using your own capital."

.....
Our Group, Caye Bank International Ltd. has put together a great team. Our president is a 35 year old bank veteran who retired a few years ago after selling his bank to one of the country's largest banks for \$17 billion (that is "B"). Several Directors have major banking experience as directors and yours truly has been elected chairman of the new bank's Board. I believe that our innovative products and services will become industry leaders almost immediately.

Our application for a Class A licence was finally approved last month by the Belize Central Bank. We are presently working

through a litany of pre-opening conditions in order to open our doors. One of these conditions requires an increase in our paid up initial cash capital to \$3 million. Although our overall capital will be around 3.5 million, our cash component is approximately half of that figure with the rest in non-liquid assets such as mortgage and other investments.

.....

If you think that this will interest you let me know and I will get an executive summary subscription agreement and background information questionnaire off to you at once. The personal disclosure required by Central Bank is fairly substantial. So if you are averse to providing such information then this investment opportunity is not for you. Under the Bank's current byelaws the minimum subscription amount is \$100,327.50 for 1715 shares @\$58.50 per share (or 2.49 percent) and the maximum investment amount is \$200,655.00 (3430 shares at 58.50 per share or 4.9%."

- [19] Mr. Joel Nagel in the same letter wrote in his own hand "*Tommy, I thought this would be good for you*" which was again signed.
- [20] Thereafter, and to facilitate the investment, in May, 2003, Mr. Tommy Haugen was provided with a proposal and subscription agreement for Exotic Caye Mortgage Corporation Limited which was at the time incorporated in The Bahamas.
- [21] The proposal and subscription agreement contained representations that the proposed group was being converted to Caye Bank and had obtained its approval of its Class 'A' Banking Licence and specifically made the following actual, or subtly implied, the following representations:
- (a) That "Caye International Bank Limited" was being converted from a mortgage company in business over five years into Caye Bank;
 - (b) That Caye Bank had been incorporated/established;

- (c) Caye International Bank Limited” had put together a great team;
- (d) Mr. Joel Nagel had been appointed as Chairman of the “new Bank's Board.
- (e) Caye Bank's application for a Class "A" license was approved by the Central Bank of Belize;
- (f) Mr. Tommy Mr. Tommy Haugen could acquire 3,430 shares in Caye Bank and Mr. Tommy Haugen would be a registered shareholder of the 1st Defendant.

- [22] Based on the above representations Tommy Haugen agreed to invest in Caye Bank and to subscribe for the maximum investment amount of \$200,655.00 (being 3430 shares); and in furtherance of this investment and subscription on 18th July 2003 wire transferred US\$100,000.00 from his Wells Fargo Bank Account to the Caye Bank's Account.
- [23] On 11th August 2003 Tommy Haugen then arranged for the transfer of US\$100,655.00 to the Caye Bank, and instructed that the funds should be marked as “share capital”.
- [24] Between July and August 2003 Tommy Haugen therefore paid to Caye Bank US\$200,655.00 for shares in Caye Bank.
- [25] Thereafter between September 2003 and 2012 Caye Bank and Mr. Joel Nagel represented to Mr. Tommy Haugen that he was a shareholder of the Caye Bank.
- [26] Mr. Tommy Haugen was invited to Annual General Meetings of the Caye Bank, copied on all shareholder correspondence regarding it, including financial statements, issued Proxy Forms to vote at meetings of the Caye Bank and exercised his voting rights as a shareholder of Caye Bank.
- [27] At all material times during this period, correspondence regarding Caye Bank, were signed by Mr. Joel Nagel as Chairman of the Board of Caye Bank.
- [28] The question arises whether the above representations were true or false; substantially true as claimed by the Defendants or whether such representations were made fraudulently and/or made recklessly.

- [29] As it happened, Caye Bank at the time of the representations, as the Defendants well knew or ought to have known, had not yet been incorporated; but was indeed later incorporated on 14th August 2003.
- [30] Also, again as both Defendants knew or ought to have known, at the time of the representations the Central Bank had not “finally approved” Caye Bank as a Class A bank; but had conditionally granted approval for such a license to what was at the time a proposed bank.
- [31] The Central Bank approval of Caye Bank as a Class A bank, was undoubtedly conditional as it was subject to a list of some nine (9) pre-opening terms and conditions (including having a paid up capital amount of \$3,000,000 being lodged with the financial institution approved by the Central Bank); and a list of some eight (8) post-opening terms and conditions.
- [32] Both lists of terms and conditions were significant and substantial.
- [33] Indeed, as a matter of considerable concern to Mr. Tommy Haugen, though share certificates may have been granted to him in September 2003, annual returns were never filed with him as holder of any shares in Caye Bank until 8th September, 2015.

The Pacifica Guarantee Matter

- [34] In relation to the Pacifica Guarantee matter, the alleged Guarantee, in about 2006 Mr. Tommy Haugen was approached by one Michael Cobb to assist with the Pacifica Project.
- [35] The initial plan for the Pacifica Project was to include a hotel, 100 homes and condos and a golf course.
- [36] The Pacifica Project was to be funded by the sale of stock in Gran Pacifica, membership sales, and from the sale of lots and condos in Gran Pacifica.
- [37] Gran Pacifica was not able to complete the development but its investors nonetheless wanted to open the golf course with at least nine holes.
- [38] Gran Pacifica owed Pacifica Golf Associates US\$55,000.00 from condo sales which it could not pay.
- [39] In order to ensure that the Pacifica Project could open Michael Cobb suggested to the investors that a loan of US\$200,000.00 be obtained from the Caye Bank.

- [40] It was agreed that the investors would cause a Belizean corporation, Pacific Paradise Limited, to be incorporated for the purpose of obtaining the loan from Caye Bank.
- [41] Security for the loan would be in the form of lots from Gran Pacifica and equipment from Pacifica Golf Associates.
- [42] The Court by the present proceedings had at its commencement been asked to determine the questions: whether:
1. On or about 11th June 2009 Caye Bank extended a loan facility of US\$299,750.00 at 12.5% interest per annum to Pacific Paradise Limited. The expressed purpose of the loan being working capital for the construction of a golf course situated at the development known as Gran Pacifica.
 2. At the time any loan facility was extended to Pacific Paradise Limited Mr. Tommy Haugen was the President of Pacifica Golf Associates Ltd. (The parent company of Pacific Paradise Limited), and so the Loan Facility Letter was addressed to Mr. Tommy Haugen in that capacity.
 3. The security required from Caye Bank for the said loan facility included:
 - (i) a guarantee of Pacific Paradise Limited for US\$299,750.00 supported by a Power of Attorney to sell and transfer securities signed in Blank for Pacific Paradise Limited; and
 - (ii) Guarantee of Pacifica Golf Ltd. Supported by Bill of Sale over golf course equipment.
 4. It was or was not a condition of any such loan, that Mr. Tommy Haugen offered any personal guarantee or promissory note securing the loan obligations of Pacific Paradise Limited.
- [43] Pacific Paradise Limited defaulted on its loan obligations on 26th June 2012.
- [44] Mr. Tommy Haugen received an email from J. R. Tash, COO/CFO of Caye Bank, advising that his debt obligation with the bank stood at US\$261,659.39 inclusive of US\$43,653.42 as interest, and that Caye Bank would take Mr. Tommy Haugen's shares in the Caye Bank and close his accounts number 10105 and 10083 in partial satisfaction of the debt.

- [45] Mr. Tommy Haugen was further notified that after these deductions, a balance of US\$101,214.22 would still be owed and that interest would continue to accrue thereon at 12.5% per annum.
- [46] Mr. Tommy Haugen immediately wrote to Mr. Tash on the said date to advise him that he had no personal obligation in respect of the loan, which was obtained by Pacific Paradise Limited, and cautioned that Caye Bank “*has no authority to steal my personal account nor take my bank shares (for which I paid \$201,000).*”
- [47] Unknown to Mr. Tommy Haugen, by the time he received this email Caye Bank had already, on 9th January 2012, transferred US\$10,000 from the Claimant's personal account #10083 to the Account of Pacific Paradise Limited, to cover an overdraft facility for Pacific Paradise Limited.
- [48] On 16th July 2012 Mr. Tommy Haugen sent an email to Mr. Tash requesting that the said account be closed and that the remaining sum of US\$202,000, together with interest and the \$10,000, which had been withdrawn from his account without his authorization, be returned to him.
- [49] Mr. Tommy Haugen subsequently discovered that on or about 28th June 2012 his account was closed and the remaining sum of US\$202,000 was taken by the 1st Defendant to update the line of credit for Pacific Paradise Limited.
- [50] By the Depository Agreement it was agreed between the 1st Defendant and its customers that:
- (a) Withdrawals would be made by written order on forms approved by the Bank when signed by the Account Holder (clause 9);
 - (b) The Account Holder's account secures all debts and liabilities of the Account Holder, however and whenever incurred or evidenced (clause 24A); and
 - (c) The Bank is authorized at any time to set off the Account against Account Holder's debt or liabilities to the Bank (clause 24B).
- [51] At the commencement of the present trial the Defendants, by their Counsel conceded the case in relation to the stated questions for determination in relation to the Pacifica Guarantee matter.

[52] It is therefore conceded that:

- (a) Caye Bank or Mr. Joel Nagel did not have any authorization from Mr. Tommy Haugen to transfer any monies from his account to pay the debt obligations of Pacific Paradise Limited.
- (b) There was therefore no written authorization from Mr. Tommy Haugen, and he was not personally liable for the debts of Pacific Paradise Limited.
- (c) Caye Bank could not use the monies in Mr. Tommy Haugen's Account to set off the debt obligations of Pacific Paradise Limited.
- (d) The withdrawal/transfer of US\$10,202.03 from Mr. Tommy Haugen's Account was therefore done in breach of the Depository Agreement and in breach of Caye Bank's contractual obligation to Mr. Tommy Haugen and ought not to have been debited to his account without Mr. Tommy Haugen's written authorization.
- (e) That by taking Mr. Tommy Haugen's monies without his authorization to repay a debt owed by Pacific Paradise Limited to Caye Bank, Caye Bank converted Mr. Tommy Haugen's monies to its own use.

The Court Proceedings

[53] On the 8th may 2014 Mr. Tommy Haugen filed his claim against Caye Bank and Mr. Nagel in relation to the share subscription matter which included a claim for fraudulent misrepresentation in the sum of US\$200,655.00 and for repayment of US\$10,202.03; as well as the in relation to the Pacifica Guarantee matter.

[54] In the claim, which was defended, and was subsequently amended with the permission of the court, Mr. Tommy Haugen claimed the following reliefs:

1. Damages for fraudulent misrepresentation in tort in the sum of US\$200,655.00.
2. In the alternative, rescission of the agreement for the subscription of shares in the 1st Defendant and repayment of the sum of US\$200,655.00 on ordinary restitutionary principles or due to the Defendants' negligent misrepresentation in contract.

3. A Declaration that the Claimant is not indebted to the 1st Defendant as guarantor for loan facilities extended by the 1st Defendant to Pacific Paradise Limited.
4. Repayment of sum of US\$10,202.03 wrongly withdrawn from the Claimant's account with the 1st Defendant.
5. Interest pursuant to sections 166 and 167 of the Supreme Court of Judicature Act;
6. Costs;

[55] In relation to the facts pleaded by Mr. Tommy Haugen, including the representations on which he was relying, the Defendants', Caye Bank and Mr. Hagel, in defence of the claim, generally admitted them by way of confession and avoidance, as it were, by alleging that such representations even if true, did not amount to fraudulent and/or reckless misrepresentations, as in their totality they were "true in substance and in fact": or were substantially true.

[56] Mr. Tommy Haugen came to court and testified on his own behalf.

[57] Mr. Joel Nagel failed to attend court to testify on behalf of himself and Caye Bank; but Mr. Dean Roches, the COO/CFO of Caye Bank testified on behalf of the Defendants.

[58] Mr. Dean Roches under cross-examination emphasized in his testimony under cross-examination that the Defence which the Defendants had initially mounted against Mr. Tommy Haugen claim in relation to the Pacifica Guarantee matter was completely untrue and was in fact wholly false and without any basis. The total effect of which testimony was to completely undermine the credibility of the Defendants: Caye Bank and Mr. Hagel.

Did Caye Bank and Mr. Joel Nagel misrepresent the status of Caye Bank to Mr. Joel Nagel?

[59] I have already found that Caye Bank had at the time of the representations, as the Defendants well knew or ought to have known, had not yet been incorporated but was indeed later incorporated on 14th August 2003.

[60] I have also found, again as both Defendants knew or ought to have known, at the time of the representations the Central Bank had not "finally approved" Caye Bank

as a Class A bank; but had conditionally granted approval for such a license to what was at the time a proposed bank. That the approval was undoubtedly conditional as it was subjected to a list of nine pre-opening terms and conditions (including a paid up capital amount of \$3,000,000 being lodged with the financial institution approved by the Central Bank); and a list of some 8 post opening terms and condition. Both list being significant and substantial.

[61] Based on my just mentioned findings concerning the question whether the above representations were true or false I have no hesitation whatsoever in determining that the stated representations were indeed subtly false; and demonstrably and unequivocally so. At the time of making the representations the Central Bank had not “finally approved” Caye Bank as a Class A bank but had conditionally approved it; and in fact the conditions had been stated, known and extensively listed and itemized.

[62] I find that such conditions, in the circumstances of the facts and circumstances of this case, because of their materiality, ought to have been declared by Mr. Nagel in the letter of the 14th May, 2003. But rather than having done so, as he ought, on the contrary, such conditions were, I consider, not stated and declared, but deliberately and deceptively ignored; and rather stated instead to be: “*pre-opening conditions in order to open our doors*”. The pre-opening conditions were thus not stated to be terms and conditions imposed by the Central bank. As a consequence I therefore have no hesitation in finding that the conditional approval was deceptively and misleadingly described and misrepresented to have been “finally approved”: implying that it was unconditional.

[63] Counsel for Mr. Tommy Haugen, in his closing submissions, adverted to the very many ways in which the representations made in the letter to Mr. Tommy Haugen of the 14th May, 2003 were patently false and misleading. I entirely agree with him in the way that he has characterized such representations and further completely accept his submissions that they were done with the expressed and subtle purpose of misleading Mr. Tommy Haugen about the situation. That the same was done in a devious and half-truth kind of way, and designed to get Mr. Tommy Haugen on the hook, by way of material misrepresentations, for him to subscribe for the shares

of Caye Bank. I also agree that this was done in order to partially satisfy the Central Bank condition to have \$3,000,000.00 paid up share capital.

- [64] I am not going to go through each and every way that the representations were indeed misrepresentations, but I find that each and every representation was, in a material particular, material misrepresentations done for a fraudulent purpose; and therefore I find that the alleged fraudulent misrepresentations, as contained in the Statement of Claim, have been proved.
- [65] Further I am satisfied that such misrepresentations were indeed proved, to the high degree of cogency that is required in a case involving an allegation of fraud, such as in the present case, being especially a case involving fraud, indeed a sophisticated fraud by an attorney against his client, which makes such a fraud all the more heinous and disturbing.
- [66] I find that the suggestion by Counsel for the Defendant that the representations were substantially true as claimed by the Defendants further proof, if you like, of the subtlety of this fraud; and the deviousness of this fraud; perpetrated in a deceptive manner. This is analogous, by way of graphic example, to a situation where a husband and a wife are trying to have a baby and the wife has no proof whatsoever that she is pregnant says to her husband: "*I am finally pregnant*". Just stating it in that way I think graphically shows and demonstrates how far from innocuous or even how pernicious the suggestion of a so-called substantial truth is, in the context of a subtle kind of fraud of this kind; as amounting to a complete misrepresentation of the probabilities.
- [67] In fact I find that this kind of representation is so subtle and sophisticated, as one that could only be deftly devised and subtly drafted as contained in the letter of the 14th May 2003 and perpetrated by someone, such as a lawyer, with the kind of grasp of language which is the stock in trade of this profession; making such a fraud all the more pernicious.
- [68] And to emphasize the nature of the fraud, the representations are particularly material because one of the conditions attached to the granting of the "A" Class licence was that Caye Bank lodge \$3,000,000 with a financial institution acceptable

to the Central Bank; and that such representation was being used to meet this condition.

[69] The conclusion that I have arrived at (that the misrepresentation in this case was actually being used to meet this condition of the Central Bank, in the sense that it was being used to induce Mr. Haugen to supply the means of satisfying the condition, and thereby, far from being merely reckless) was actually being used for a fraudulent purpose, to enable Caye Bank to meet such a condition.

[70] One could only imagine if such similar misrepresentations were duplicated in other cases such as in the case of the Claimant, Mr. Tommy Haugen; what the total effect might be: amounting to a scheme or scam to make viable a proposal which otherwise would not be financially viable because it would otherwise lack the depository condition imposed by the Central Bank.

[71] I would therefore decide the central question for determination in the following terms, namely: that Mr. Joel Nagel misrepresented the status of Caye Bank to Mr. Tommy Lynn Haugen, that Caye Bank's application for a Class A license was approved by the Central Bank of Belize when it had not been so approved, all for the purpose of inducing Haugen to subscribe/purchase shares in Caye Bank.

[72] Now for me to continue any further I think would be in effect gilding the lily.

[73] I have arrived at the conclusion that the claimant is wholly entitled and has wholly succeeded in his claim and has proved that not only that there was a fraudulent misrepresentation perpetrated against Mr. Haugen but when one looks at the case in its totality, the way in which Mr. Haugen was treated, such conduct can only be described as a breach of contract, indeed a complete abuse, not only of a promoter of a proposed bank in relation to its investor; but of a client by an attorney in a position of fiduciary – which this court cannot condone in any way, manner or form.

[74] And this is being compounded by the way in which the defence has been conducted and I cast no blame whatsoever on Counsel for the Defendants in relation to the conduct of the defence of the case – Mr. Nagel and Caye Bank must entirely shoulder such responsibility.

[75] First of all, all of the claims in relation to both matters had been strongly contested in the Defendants' Defence; and on the first day of the trial one whole half of the

claim was dramatically, and correctly, I might add, conceded on the Defendants behalf.

[76] Such a concession unfortunately cannot detract from the damage which has undoubtedly been caused to the whole of the Defendants defence of their claim by the failure of Mr. Nagel to attend this significant case of fraud which has been brought against him. And further not having, quite frankly, the decency to have withdrawn his defence in its entirety, especially after the only witness for the Defence, Mr. Dean Roches' evidence was so clearly and obviously damning to the Defendant's Defence of its case.

[77] The consequence of all of the above is that, in my view, the Defendant should be condemned not only the damages, which the Claimants seek, for fraudulent misrepresentation in Tort and/or breach of contract in the sum of \$200,655.00, and also for the repayment of the \$10,202.03 wrongly withdrawn from the Claimants account with Caye Bank; but that also interest should be awarded in the sums claimed by the Mr. Haugen: (A) in the sum of US\$10,202.03 from 9th January 2012 until judgment at the discretionary rate of 6 percent per annum pursuant to Section 166 of the Supreme Court of Judicature Act, and (B) Interest on the sum of US\$200,655.00 from the date of judgment until payment in full at the discretionary rate of 6 percent per annum pursuant to Section 167 of the Supreme Court of Judicature Act.

Costs

[78] In relation to costs I have determined that because of the nature of this case, which frankly I think would put any Registrar, taxing master or any such other person, in an invidious position to understand much less to tax, in terms of its subtlety and gravity; and so I have determined that I ought to assess this cost myself.

[79] I must say that I thought that Counsel for the Claimant was being very generous to the Defendant when he suggested the figure of \$75,000 as sufficient. I am not inviting him to revise the figure now but, having given the opportunity to Counsel for the Defendants to make representations, I have assessed this amount as the proper level which the Defendants should pay the Claimant in costs.

Disposition

- [80] The Defendants shall pay damages in the sum of US\$200,655.00 to the Claimant for fraudulent misrepresentation and breach of contract.
- [81] The Defendants shall pay the sum of US\$44,100.12 to the Claimant being interest at the rate of 6% from 31st May 2012 to 28th of January 2016 on the sum of US\$200,655.
- [82] Interest shall continue to accrue on the said sum of US\$200,665 at the rate of 6% per annum until payment of the sum of US\$200,665 by the Defendants to the Claimant.
- [83] The Defendants shall pay the sum of US\$2,482.03 to the Claimant being interest at the rate of 6% from 9th of January 2012 to 28th of January 2016 on the sum of US\$10, 202.03.
- [84] The Defendants shall pay costs to the Claimant in the sum of \$75,000.

**The Mr. Justice Courtney A Abel
9th February 2016**