

IN THE SUPREME COURT OF BELIZE, A.D. 2018

CLAIM NO. 628 of 2017

ASHLEY SNOW

CLAIMANT

AND

MICHAEL TODD TADLOCK

DEFENDANT

BEFORE the Honourable Madam Justice Sonya Young

Hearings

2018

10th October

Written Submissions

Claimant – 12th October 2018

Defendant – 17th October 2018

Decision

22nd October, 2018

Mr. Estevan Perera with Ms. Payal Ghanwani for the Claimant.

Ms. Stacey Castillo for the Defendant.

Keywords: Contract – Breach – Debt Collection –Written Receipt -Written Forgery

JUDGMENT

1. This is perhaps the quintessential “*he said – she said*”. Ashley Snow, a businesswoman, says she loaned Michael Tadlock, a businessman a total of US\$30,150.00 equivalent BZ\$60,300.00. The first loan was US\$15,000.00 cash. The second loan was US\$15,000.00 via a Paypal transfer at an

administrative cost of US\$150.00 . She has never been repaid any part of this sum although he had promised faithfully to repay it within two weeks of the 16th May, 2017.

2. She has repeatedly requested repayment by email. To no avail. She pleads that on the 5th September, 2017 she had her attorney send a demand letter to him. He has simply ignored same and failed to pay the outstanding loan. She claims the sum of \$60,300.00 BZ with interests and costs.
3. In his defence, Michael denies requesting any loan. He said it was Ashley who contacted him and informed that she needed funds urgently as she was unable to access her own money. She asked whether she could transfer US\$15,000.00 from her account via Paypal to his account in the United States. In turn, he could give her the equivalent US cash in Belize. He obliged on the condition that the transferred funds remain in his account for no less than three days. He eventually handed over to her the US\$15,000.00 in cash and she acknowledged receipt in writing. He admits receiving the demand letter but maintains that he owes Ashley nothing. He asks only that her claim be dismissed, in its entirety, with costs.
4. In her reply Ashley denies making any such arrangements with Michael as he pleaded. With equal vehemence she denies receiving US\$15,000.00 in cash or confirming receipt of same in writing or otherwise. She says any purported receipt was not signed by her and must therefore be a forgery.
5. Let us consider the simple issues to be determined:
 1. Did the Claimant loan the Defendant US\$30,150.00 equivalent BZ\$60,300.00.

2. Is the Defendant indebted to the Claimant in the sum of US\$30,150.00 equivalent BZ\$60,300.00 or at all.

1. Did the Claimant loan the Defendant US\$30,150.00 equivalent BZ\$60,300.00:

6. Ms. Snow says that she and Mr. Tadlock were at the time of the loan involved in an illicit affair. She was then in a serious relationship with another person. She says she lent Mr. Tadlock the money, as requested, to purchase equipment for his business. The first US\$15,000.00 was loaned from the cash kept at her home in part in the cat litter, freezer and a purse. The other US\$15,000.00 she had transferred from her Paypal account into Mr. Tadlock's account in the United States.
7. Ms. Snow presents no evidence whatsoever to show that the first US\$15,000 was even loaned to Mr. Tadlock. Her way of keeping such large sums of cash at her home showed neither prudence or business sense. She was a business woman after all. Even when one considers the emails which she sent to Mr. Tadlock begging him to repay the loan she speaks only of US\$15,000.00, never US\$30,000.00. I found this most significant. Her now husband says he gave her the US\$15,000 cash as a gift. As he is ageable, should anything happen to him, she would have access. He said he accumulated that cash over time. He also admitted to giving her the US\$15,000.00 which she transferred by Paypal. That was also a gift given with the same intent.
8. Mr. Tadlock does not deny receiving US\$15,000.00 from Ms. Snow through Paypal but he insists that he repaid this sum in cash in an

inconspicuous place in San Pedro. On doing so, Ms. Snow signed a receipt on the seat of a golf cart.

9. This Court rejects the receipt as genuine for the following reasons: Mr. Tadlock, even when Ms. Snow requested repayment via email, said absolutely nothing about that receipt. His silence was deafening when he received the lawyer's demand. Far worse was his conversation with Ms. Snow's husband where again he made no reference to the receipt.
10. The proverbial nail in the coffin came however with the experts report. After physical examination and comparison with other documents signed by Ms. Snow she opined quite clearly that the receipt: *"contained a collection of physical construction differences including an uneven line formation, variations not observed on the specimen signatures to lead me to opine that the signature was not a true representation of Ashley Snow (sic) signature."*
11. Mr. Tadlock maintained that the document had been signed on a golf cart seat. The expert stated at paragraph 3 of her **Observations/Results**: *"The making of a signature on the seat of a golf cart would result in variation of a genuine signature. The surface where paper is placed for writing and/or signing can provide a wide range of variation affecting slant, size, completeness and even the general construction of a signature."* However, the difference noted between the signature on the receipt and the comparable were not of such a nature.
12. The expert referred to line quality which *"appeared uneven resulting in an overall wavy line, quality formation."* She continued *"This variation of line quality and the position of the signature on the line ... lead me to opine that the signature was being formed slower than that observed on specimen signatures. This variation can be as a*

result of factors affecting muscular control of pen when writing/signing as is age, deterioration of health condition where muscular deterioration occurs.”

13. Ms. Snow is in her early twenties and no muscular deterioration was alleged or proven. This Court finds the receipt to be a forgery and rejects it in its entirety.
14. That someone would have made the effort to falsify a document relating to the receipt of the US\$15,000.00 is strong evidence that there was truth in what was being alleged by Ms. Snow. That Mr. Tadlock would present this document in evidence to the Court is convincing that his version of the events is most unreliable.
15. Mr. Tadlock did try to make much about Ms. Snow’s travel to Canada or America around this time. He tried to demonstrate thereby that she did need the loan to travel. He also tried to emphasize her relationship and the problems she was experiencing at the time. All this paled in comparison to the falsified receipt. That spoke strongest and I believed Ms. Snow’s testimony as it related to the Paypal transaction.

**2. Is the Defendant indebted in the sum of US\$30,150.00 equivalent
BZ\$60,300.00 or at all:**

16. The Court is therefore, of the view that Ms. Snow has successfully made out her claim for the US\$15,000.00 sent by Paypal and the transaction fee of US\$150.00. The order will be made for the payment of this sum with interest. The claim for the US\$15,000.00 cash loan is dismissed. Ms. Snow will have half of her costs from the Defendant as she has seen partial success.

17. This should be a stern warning to all parties involved to conduct business in a more business-like manner. Even loans to friends and family ought to be documented in some way. The idea of a screen shot of a messaged request for the loan would have been useful and cogent evidence in matters of this kind. Counsel for the defence was wise to ask such a question in her cross-examination of Ms. Snow.

Determination:

1. Judgment for the Claimant in the sum of US\$15,150.00.
2. Interest on this sum at the rate of 4% per annum from the 16th May, 2017 to the date of judgment herein and thereafter at the statutory rate of 6% per annum.
3. The claim against the Defendant for the loan of US\$15,000.00 cash is dismissed.
4. Costs to the Claimant in the sum of \$5,000.00 being half the agreed costs.

**SONYA YOUNG
JUDGE OF THE SUPREME COURT**