IN THE COURT OF APPEAL OF BELIZE, A D 2023

CIVIL APPEAL NO 19 OF 2021

HON JOHN BRICEÑO Appellant

v

KAREN BEVANS Respondent

AND

IN THE COURT OF APPEAL OF BELIZE, A D 2023

CIVIL APPEAL NO 20 OF 2021

RENE VILLANUEVA
RSV LTD
BELIZE TV LTD

Appellants

v

KAREN BEVANS Respondent

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BEFORE:

The Hon Madam Justice Woodstock-Riley	-	Justice of Appeal
The Hon Madam Justice Minott-Phillips	-	Justice of Appeal
The Hon Mr. Justice Foster	-	Justice of Appeal

E A Marshalleck, SC for the appellant in Civil Appeal 19 of 2021.
D Torres for the appellants in Civil Appeal 20 of 2021.
D Barrow, SC and D Muñoz for the respondent in Civil Appeals 19 & 20 of 2021.

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13 October 2022 and 25 January 2023

REASONS FOR JUDGMENT

WOODSTOCK-RILEY, JA

[1] I have read the reasons of Minott-Phillips, JA for our decision. I concur.

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WOODSTOCK-RILEY, JA

MINOTT-PHILLIPS, JA

[2] We heard these two appeals together on 13 October 2022. Having then considered the parties' written and oral submissions, the court dismissed both appeals. These are our reasons for so doing.

[3] Both appeals are from the decision of the Hon Mr Justice Westmin R. A. James giving the Respondent, Karen Bevans (Ms Bevans) judgment on her claim that she was defamed by the Appellants, Hon John Briceño (Mr Briceño), Rene Villaneuva (Ms Villanueva), RSV Ltd and Belize TV Ltd (being Defendants 1, 2, 3 & 4, respectively, in the court below). The trial judge awarded Ms Bevans damages in the sum of $90,000 against the Appellants (comprised of $60,000 general damages and $30,000 aggravated damages) for the defamation, with interest on that award at the rate of 6% per annum from 24 November 2020. In addition to an award of costs on the prescribed basis the trial judge also granted a permanent injunction preventing the Appellants from further speaking or publishing the same or any similar libel of Ms Bevans.

BACKGROUND

[4] In November 2020 Ms Bevans was the Director of Tourism and the Executive Director of the Belize Tourism Board (BTB) having first been appointed on 8 April 2014.

[5] On 24 November 2020, Mr Briceño (a politician and, at the material time, the Prime Minister of Belize) gave an interview to Ms Villanueva, a talk-show host, newscaster and the founder and operator of Love FM Radio Station and Love TV Station, that was aired in newscasts the following morning broadcast simultaneously on Love FM Radio (owned by RSV Ltd) and on Love TV Station (owned by Belize TV Ltd).

[6] The judgment of the court below sets out the following transcription of what was said by Mr Briceño in that interview:

> ***"As part of the em of the reforms that we want to do this is one of the things that we have to address that future governments starting with our government would not be able to say give a contract to a crony like what happened with the am at the BTB, the executive director who fired everybody, you know released everybody but yet just gave eself wah massive massive two hundred and fifty thousand dollars a month am a year am raise ah am contract, coughing when eh done fire everybody. Em to make sure that those kinds of abuses will not happen. It should not happen under any government. So am we will static a certain am legislative changes it will be part of our hundred day am plan which will roll out in the weeks to come."***

[7] Ms Bevans instituted a claim against the Appellants asserting that the words were libelous of her and sought damages (including aggravated damages), an injunction, interest and costs in consequence of the utterance and its publication. The Appellants denied the words uttered were libelous of Ms Bevans. Ms Bevans prevailed and these appeals are from the judgment that issued in her favour.

[8] In the court below James, J identified the five main issues to be determined by him as:

a. Whether the words or any of them are defamatory of the Claimant in their natural and ordinary meaning, including inferred meanings. If so:

b. Whether the publication of the defamatory matter was defensible on the ground of justification;

c. Whether the publication of the defamatory matter was defensible on the ground that their publication was on an occasion of qualified privilege;

d. Whether the publication of the defamatory matter was defensible on the ground of fair comment; and

e. Whether the publication of the defamatory matter was defensible on the ground of innocent dissemination.

[9] The court below, in determining the first issue, declared itself satisfied on a balance of probabilities that the words complained of in their ordinary and natural meaning, when taken as a whole, were defamatory of Ms Bevans. Specifically, James, J. found that meaning to be that:

a. Ms Bevans was given her contract by the government because she was a crony;

b. Ms Bevans gave herself a $250,000 contract just before the 2020 general election and at the same time fired everyone at the BTB;

c. Ms Bevans engaged in corrupt activities or misconduct and abuse of power.

[10] The Appellant in Civil Appeal 19 of 2021, Mr Briceño, is the maker of the impugned statement uttered to Ms Villanueva in the course of a newscast interview with her. The Appellants

in Civil Appeal 20 of 2021 are, additionally to Ms Villanueva, the publishers (*via* their ownership of multimedia broadcasting stations) of the impugned statement.

[11] The majority of the grounds of appeal are common to both appeals, the main difference being:

a. The grounds advanced in relation to Civil Appeal 19 of 2021 do not include that advanced in Civil Appeal 20 of 2021 that the trial judge erred in law and/or misdirected himself in holding that the defence of innocent dissemination failed on the evidence as presented.

b. The grounds in relation to Civil Appeal 20 of 2021 do not include that advanced in Civil Appeal 19 of 2021 that the trial judge erred in law and/or misdirected himself in holding that the defence of justification failed, for the following reasons:

i. The trial judge erred in finding that the particulars of truth pleaded by the Appellant did not address the essence of the alleged defamatory words; and

ii. The trial judge erred in law and misdirected himself in finding that the particulars of truth as pleaded by the Appellant were not borne out by the evidence.

The reason for the difference is that innocent dissemination was not a defence pleaded by the maker of the statement, and justification was not a defence pleaded by the publishers of the statement.

[12] The essence of the grounds of appeal common to both appeals are that the trial judge:

a. Erred in concluding the words complained of were defamatory;

b. Erred in holding he was not bound by the meaning of the words and by adopting a local innuendo definition that was not pleaded in support of the claim;

c. Erred in holding that the defence of fair comment failed;

d. Erred in holding that the defence of qualified privilege failed;

e. Erred in the quantum of damages awarded and in awarding aggravated damages;

f. Erred in awarding costs against the Appellant; and

g. Erred in granting an injunction against the Appellants.

[13] The first two grounds above are conveniently dealt with together. The short point being advanced by the Appellants, as I understand it, is that it was not open to the trial judge to ascribe to the words a meaning that was not pleaded by Ms Bevans in her claim. In her Claim Form, Ms Bevans, pleaded that the words, uttered about her in the way of her profession and as an executive manager and director of the Belize Tourism Board, imputed by their natural and ordinary meaning, or by innuendo, misconduct by her, and that she had engaged in self-dealing and awarded herself a grossly inflated own contract in circumstances that constituted abuse, impropriety and corruption. The utterance, her pleading continued, was made by Mr Briceño, knowing that the words were untrue and at a time when he knew, or ought to have known, that she had, on 1 April 2019, been given an arm's length contract renewal by the Board of Directors of the Belize Tourism Board. The Appellants argued that the meaning the trial judge concluded the uttered words had (already set out in paragraph 9 of this judgment) was not the meaning pleaded in the Claim Form and, accordingly, it was not open to him to so conclude.

[14] I do not agree with that submission. Firstly, Ms Bevans in her claim clearly stated she was relying on what the words in their natural and ordinary meaning imputed, or meant by innuendo.

The meaning ascribed by the trial judge to the words falls within either or both of those. Secondly, Ms Bevans statements of case included her Replies to the Appellants' Defences. In her Reply to Mr Briceño's Defence, Ms Bevans pleaded that he falsely described her *"as, inter alia, guilty of cronyism, abuse and nepotism in giving herself an "own contract""*. Furthermore, in her Reply to the Defence of Ms Villanueva, RSV Ltd and Belize TV Ltd, Ms Bevans pleaded, additionally, that the published words *"purport to be statements of facts, not opinion, describing corruption, cronyism, abuse and insider dealing"* on her part. The meaning ascribed by the trial judge to Mr Briceño's words falls well within the natural and ordinary meaning of the words, their innuendo, and the additional meanings pleaded by Ms Bevans in her Replies.

[15] I am unable to agree with the submission of Marshalleck, SC on behalf Mr Briceño that the words complained of were not defamatory because an ordinary, intelligent and unbiased person would not understand the words to bear the meanings pleaded by Ms Bevans. It was entirely open to the trial judge on the material before him to find, as he did, in relation to the words used, an innuendo of corruption and of cronyism (as, indeed, was specifically pleaded in the Replies she filed).

[16] As the trial judge said in his written reasons,

> *"... it is a question of fact whether, taken as a whole, the words in their natural and ordinary meaning would convey to a reasonable listener who is not naïve but not unduly suspicious and not avid for scandal, a meaning which is defamatory of the claimant and/or whether the words used would convey to a reasonable reader an implied meaning or an inferred or indirect meaning that is defamatory of the claimant."*

[17] I am of the view that the trial judge correctly interpreted and applied the law as set out in the cases of ***Skuse v Granada Television Limited*** [1996] EMLR 278, The Independent 2 April 1993 and ***Jeynes v News Magazines Ltd*** [2008] EWCA Civ. 130 and from which he quoted the relevant principles applicable to determining meaning, as including that:

a. In determining the meaning of the material complained of the court is *'not limited by the meaning which either the claimant or the defendant seeks to place upon the words'*.

b. The governing principle is reasonableness.

c. Over-elaborate analysis is best avoided.

d. It is not the function of the court simply to either reject or accept the meaning put forward by the Claimant. The court must reach its own conclusion.

[18] The trial judge even found support for the meaning he ascribed to the words in the Defence of Mr Briceño. He pleaded that, in saying what he said, he was responding to the following question asked by the interviewer,

> *"Talking about transparency, Prime Minister, what has been coming out over the last few, well the last 2 weeks since your administration began, was for example contracts that was signed just before elections at the BTB amounting to $1.5 million.., I mean, so many things coming up that took place under the Barrow administration, how does your administration plan to address these things that are, that's costing the tax payers?"*

Then, having identified that as the context, Mr Briceño went on to say his spoken words were substantially true and were to be understood to mean that he *"intended to pursue reforms to stop abuses of the power to execute new employment contracts for the benefit of favoured friends of the government just prior to elections such as the contract between* [Ms Bevans] *as a favoured friend of the United Democratic Party and the Belize Tourism Board which was recommended to the Board and settled on very generous financial terms even in the face of execution by* [Ms Bevans] *of a policy of effecting general layoffs of staff from the Belize Tourism Board."*

[19] That pleading, the trial judge (at numbered paragraphs 27-29 of his judgment) found, served to confirm what Ms Bevans submitted was the impression an ordinary man would have

taken from the words of Mr Briceño, namely that she had engaged in some corrupt activity by getting this $250,000 contract just before the election. The pleading of Mr Briceño further particularized those parts of his uttered words that were substantially statements of fact, as follows:

a. *"As part of the em reforms we want to do this is one of the things that we have to address that that future governments starting with our government would not be able to say give a contract to a crony"*

b. *"like what happened with the am at the BTB, the executive director who fired everybody you know, released everybody"*

b. *"she just gave eself wah massive massive two hundred and fifty thousand dollars a month am a year am raise ah am contract"*

[20] The trial judge, correctly in my view, rejected the submission advanced on behalf of Mr Briceño that the word 'crony' did not have a negative connotation. In doing so he relied on evidence adduced from one of his witnesses, Henry Charles Usher. That witness defined a crony as someone who benefits from a political party, not because of qualification but from who he/she knows. Having referenced that testimony the trial judge said,

> *"It is therefore in this negative sense that the reasonable or ordinary man in Belize would take the word 'crony' or a contract being given to a crony."*

So it was that the rejection of the submission by the trial judge was anchored in both the evidence and common sense.

[21] The trial judge found that,

> *"The words also gave the impression and I hold that the words did mean that the Claimant was immoral, heartless and only enriched herself just*

before an election while leaving staff "on the bread line" so to speak. It also meant that the Claimant herself fired the staff at the BTB."

I do not agree with the submission of Marshalleck, SC that the trial judge was not entitled to ascribe these meanings to the words complained of. Those meanings fell well within Ms Bevans' pleading that the words imputed by their natural and ordinary meaning, or by innuendo, misconduct by her, and that she had engaged in self-dealing and awarded herself a grossly inflated own contract in circumstances that constituted abuse, impropriety and corruption. They also fell well within her pleading in her Reply that the words complained of inferred she was guilty of cronyism, abuse and nepotism in giving herself an *"own contract"*. I detect no error in the conclusion reached by the trial judge that the words used were defamatory of Ms Bevans.

[22] The trial judge clearly applied the relevant principles in concluding that the words uttered by Mr Briceño were to be given the meaning he ascribed to them. He looked at all the facts in the context of the applicable law, the evidence, and the pleadings of the Appellants and of the Respondent. I find no fault in his interpretation of the relevant legal principles or in how he applied them to the facts in arriving at his determination of the meaning of the impugned words.

[23] I turn next to consider whether the trial judge erred in finding that the defence of justification failed. The trial judge, in his written reasons, indicated his understanding of the law to be that it is for the defendant to not only plead, but prove affirmatively, that the words subject of the Claimant's complaint are true or substantially true. He cited the case of ***Digby v Financial News [1907] 1 KB 502*** as authority for his proposition that *"the burden is on the defendant to prove not only the truth of the words in the literal sense but also their innuendo meanings"*.

[24] The Appellant in Civil Appeal 19 of 2021 stretched the meaning of the word *'just'* way beyond its limits in order to assert that the renewal of Ms Bevans' contract 1 year and 7 months before the 2020 General Election was an unseemly renewal ***just*** prior to the 2020 Election. His submission is that the word *'just'* in local parlance is not understood to mean occurring simultaneously, but rather to mean *'recently'*. Whatever Ms Bevans may have done administratively to assist in the preparation of her renewal contract, the Appellant concedes the

contract was given to her by the Belize Tourism Board (BTB). The submission by the Appellant in that regard was that, having assisted with its preparation, Ms Bevans *'gave eself'* the contract in local parlance. Local parlance I take to be a way, unique to a country, of stating something with a universally accepted meaning. Whether in formal English or local parlance, on the facts proved in evidence, Ms Bevans' contract was not entered into just before the 2020 Election, and she did not award the contract to herself.

[25] Prior to reaching his conclusion, the trial judge reminded himself of the applicable law and of the three recognized levels of meaning, known as the Chase levels, following the decision of the court of Appeal in England and Wales in ***Chase v News Group Newspapers [2002] EWCA Civ 1771; [2003] EMLR 11***. Quoting from ***Ramadhar v Ramadhar and other***s ***[2020 UKPC 7*** (per Lady Arden at numbered paragraph 51) he said,

> *"Chase level 1 is the most serious level of meaning and it applies where the defendant's statement meant that the claimant has actually committed the wrong. So, if he said that the claimant has committed fraud, he will have to show that the claimant has indeed committed a fraud. Chase level 2 meaning applies where the defendant alleged only that he has reasonable grounds for suspecting that the claimant has committed a fraud. Then, to establish the truth of his statement, he will have to show that reasonable grounds did in fact exist. If, however, the meaning of what he said is merely that there are grounds for investigation, the meaning is Chase level 3 and he will simply have to show that there are such grounds, as where an official investigation has been instituted."*

[26] It is the facts of the case that inform the trial judge's rejection of the defence of justification. In doing so he pointed out that,

> *"None of the particulars* [of truth pleaded by Mr Briceño and set out earlier in this judgment at paragraph 19] *address the essence of the defamatory words that the Claimant is a crony, got a crony contract, give herself a contract or fired everyone or abused her power – which amount to Chase Level 1 meaning. The particulars*

of truth as pleaded by [Mr Briceno] *was not borne out by the evidence which was presented before the court."*

[27] The trial produced no evidence that:

a. Ms Bevans' contract was renewed just prior to the 2020 General Elections.
b. Ms Bevans fired the BTB staff.
c. Ms Bevans awarded herself a contract.
d. Ms Bevans abused her duty or authority.
e. Factually, the renewal of her contract with BTB could be held up as an example of the kind of abuse of power Mr Briceño's administration intended to stop.
f. Ms Bevans was a political friend who was given her position as a political favour or out of cronyism.

That being the evidence before the court the trial judge could not but conclude (as he did) that, on the totality of the evidence, the defence of justification was not proved.

[28] The next challenge common to both appeals was that the trial judge erred in law and/or misdirected himself in holding that the defence of fair comment failed and in failing to find that the publication of the words complained of was, in the main, fair comment. 'Fair Comment' is the short form of the longer phrase 'Fair Comment on a Matter of Public Interest'. It is trite law[1] that for the defence of fair comment to defeat a defamation claim the defendant must establish:

a. The matter commented on is of public interest;
b. The words complained of must be an expression of opinion and not an assertion of fact;
c. The comment must be fair; and

[1] ***Winfield and Jolowicz on Tort***. Twelfth Edition. London: Sweet & Maxwell (1984) pages 324-332

d. The comment must not be malicious.

[29] The difficulty the trial judge stated he had with the defence of 'fair comment' advanced by all of the Appellants,

> *"is that the words of the 1st Defendant which were published by the 2nd to the 4th Defendant were not comments. The comments were not fair because they were an imputation of fact that the Claimant was a crony and got a crony contract and was abusing her power. The Claimant was the example which was used by the 1st Defendant, and it was not that the 1st Defendant was commenting on the Claimant's actions per se."*

> *"The Defendants have also not shown that the statements were based on actual facts as stated above. The evidence shows that the 1st Defendant made allegations against the Claimant that simply were untrue. And the evidence shows that the 1st Defendant made them either knowing them to be false, or being reckless as to their falsity."*

[30] The trial judge was correct in finding that the Appellants were unable to show that the statements made were based on actual facts, as those facts that were established in evidence rendered the statements false. The statements made were not comment.

[31] So far as the Appellant publishers are concerned they were unable to counter the evidence adduced that their publication of the defamatory statements was not responsible journalism. Accordingly, the publication did not attract the claimed protection of qualified privilege. The trial judge, in so concluding, was correctly guided by the dicta of Lord Nicholls of Birkenhead in the House of Lords decision of ***Reynolds v Times Newspapers Limited and others [1994] 4 All ER 609, HL***. In that case Lord Nicholls of Birkenhead (at 625, letter j- 626, letter h), delivering the opinion of the majority, said:

"The common law should not develop 'political information' as a new 'subject matter' category of qualified privilege, whereby the publication of all such information would attract qualified privilege, whatever the circumstances. That would not provide adequate protection for reputation. Moreover, it would be unsound in principle to distinguish political discussion from discussion of other matters of serious public concern. The elasticity of the common law principle enables interference with freedom of speech to be confined to what is necessary in the circumstances of the case. This elasticity enables the court to give appropriate weight, in today's conditions, to the importance of freedom of expression by the media on all matters of public concern.

Depending on the circumstances, the matters to be taken into account include the following: The comments are illustrative only.

i. *The seriousness of the allegation. The more serious the charge, the more the public is misinformed and the individual harmed, if the allegation is not true.*

ii. *The nature of the information, and the extent to which the subject-matter is a matter of public concern.*

iii. *The source of the information. Some informants have no direct knowledge of the events. Some have their own axes to grind, or are being paid for the stories.*

iv. *The steps taken to verify the information.*

v. *The status of the information. The allegation may have already been the subject of an investigation which commands respect.*

vi. *The urgency of the matter. News is often a perishable commodity.*

vii. *Whether comment was sought from the plaintiff. He may have information others do not possess or have not disclosed. An approach to the plaintiff will not always be necessary.*

viii. *Whether the article contained the gist of the plaintiff's side of the story.*

ix. *The tone of the article. A newspaper can raise queries or call for an investigation. It need not adopt allegations as statements of fact.*

x. *The circumstances of the publication including the timing.*

This list is not exhaustive. The weight to be given to these and any other relevant factors will vary from case to case….Above all, the court should have particular regard to the importance of freedom of expression. The press discharges vital functions as a bloodhound as well as a watchdog. The court should be slow to conclude that a publication was not in the public interest and, therefore, the public had no right to know, especially when the information is in the field of political discussion. Any lingering doubts should be resolved in favour of publication"

[32] Ms Bevans' contention was that the Appellants in Civil Appeal 20 of 2021 decided to conduct the interview with Mr Briceño, and edit and publish it, on the very same day without making any effort to fact-check the assertions made; and without delaying in order to obtain her version of events. There was ample evidence before the trial judge supporting his finding that, prior to publishing, no real attempt was made to get Ms Bevans' side of the story. Taking into account (as he expressly did at numbered paragraphs 74 and 74 of his written reasons) the matters adumbrated by the House of Lords in ***Reynolds v The Times***, as set out above, the trial judge clearly had no doubt (lingering or otherwise) that, on the state of the evidence adduced before him, publication of the defamatory statements by the media was unwarranted.

[33] It followed inexorably from his analysis that in this case the publication also could not constitute innocent dissemination by the Appellants in Civil Appeal No 20 of 2021, as they were the main publishers of the defamation. Their part in the publication was not a subordinate one akin to that of a magazine seller at a kiosk. They were unable to establish their pleading of innocent dissemination particularized with their assertions that they took reasonable care in respect of the publication and did not know, or have reason to believe, that they contributed to, or caused, the publication of the defamatory statement. Indeed, they admitted that Ms Villaneuva, the reader of the newscast transmitting the defamation to the Belizean public (and the 1st Appellant in Civil Appeal No 20 of 2021) was a founder and operator of both Love FM Radio Station and Love TV Station, owned by RSV Ltd and Belize TV Ltd (the 2nd and 3rd Appellants in Civil Appeal No 20 of 2021), respectively.

[34] For the reasons set out above I find no fault in the trial judge's conclusions that the defences of fair comment, qualified privilege, and innocent dissemination, all failed. The grounds of appeal relating to those matters, likewise, do not succeed.

[35] Where justification is pleaded, and not established (as was the case with the Appellant in Civil Appeal 19 of 2021) and where the publication of the defamatory statement was not the product of responsible journalism (as in the case of the Appellants in Civil Appeal 20 of 2021), and where no apology was forthcoming, and where the injury caused to the Respondent by the defamation was proved in numerous social media posts making it clear how low she had fallen in the estimation of significant swathes of the Belizean public, etc., the compensatory damages awarded of $60,000 and the aggravated damages of $30,000 were, in my view, neither the result of an error of law by the trial judge, nor inappropriate. Accordingly, this court has no basis for disturbing the award of damages made by the trial judge. In saying so I've taken note of the several bases he expressed for awarding aggravated damages, all of which are firmly anchored in the evidence adduced before the court. Furthermore, as the trial judge noted, Mr Briceño *"has not come to Court to give evidence as to why* [what he said] *was the truth or why there was no malice"*. It is his failure to do so that gives rise to Barrow, SC's submission that he chose to give no rebuttal to the malice averred by Ms Bevans, leaving her case, in that regard, uncontroverted.

[36] In making their submissions challenging the award of costs against them, the Appellants in **Civil Appeal 20 of 2021** assert that:

a. They were not the author of the published statement;

b. They sought to communicate with Ms Bevans in relation to the statements made about her by Mr Briceño;

c. Whether to make or accept a settlement offer requires careful consideration; and

d. Though costs follow the event, the Court ought to have exercised its discretion and not grant any costs as against them, especially without any finding of malice on its part.

The injury in defamation is not confined to the making of the defamatory statement but extends to its publication. Much of the damage is done in the dissemination of the defamatory statement. The evidence pertinent to b above is that the publishers of the defamatory statement did not, in fact, communicate with Ms Bevans prior to publishing it. The finding by the trial judge that there was no real attempt by these appellants to get Ms Bevans' side of the story prior to publication left them unable to establish the publication was the product of responsible journalism. There was nothing in the material before the trial judge that warranted a departure from the general rule that costs follow the event and we see no basis for interfering with his award to Ms Bevans of costs on the prescribed basis based on the award of damages.

[37] The injunction granted operates to prevent a repetition of the defamation and/or its publication. In ordering it the trial judge said,

"In relation to the injunction... the Court also considered the fact that the Defendants have refused to apologize and that the 1st Defendant has threatened the Claimant not to go down this road [of initiating suit] as more would be revealed, so an injunction against the continued or repeated publication will also be ordered."

Viewed in the light of those circumstances, I detect no error in the grant of that order.

[38] Having dismissed the appeals at the hearing before us on 13 October 2022, we invited written submissions on the appropriate award of costs, which we received from the Appellants in Civil Appeal 20 of 2021 and from the Respondent. Having perused those submissions we agree with counsel for the Respondent that there is no reason why the rule that costs should follow the event would not apply.

[39] I would order costs in the Respondent's favour for two counsel (one senior and one junior) against the appellants to be assessed if not agreed.

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MINOTT-PHILLIPS, JA

FOSTER, JA

[40] I have read the draft of the reasons of my learned sister Justice of Appeal Minott-Phillips and I concur with her reasons and the orders made. I do not have anything further to add.

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FOSTER, JA

Order:

The appeals are dismissed.

The judgment of the Hon Mr. Justice Westmin R. A. James in the court below is affirmed.

The costs for two counsel incidental to each appeal are awarded to the Respondent as against the appellant in his/her/its appeal and are to be assessed/taxed if not agreed.