



[2026] JMCC COMM. 01

IN THE SUPREME COURT OF JUDICATURE OF JAMAICA

IN THE COMMERCIAL DIVISION

CLAIM NO. SU 2023 CD 000482

BETWEEN	GARETT MUIR	CLAIMANT
AND	ROSEDALEY FOODS LIMITED	DEFENDANT

Mrs. Denise Senior-Smith instructed by Oswest Senior-Smith & Company, Attorneys-at-law for the Claimant.

Ms. Nashae Lannaman instructed by Zavia Mayne & Co. for the Defendant.

Civil Procedure- Assessment of Damages- Failure of Defendant to provide full and frank disclosure- Whether adverse inferences should be drawn- Claimant unable to provide proof of income- Whether court can draw reasonable inferences to arrive at an appropriate award

IN OPEN COURT

Heard on: 13th November and 21st January, 2026

STEPHANE JACKSON-HAISLEY J.

THE CLAIM

- [1] This claim concerns the recovery of net income earned from property located at Stony Hill, St. Andrew, purchased in the name of the Defendant, Rosedaley Foods Limited (Rosedaley). The Claimant, Garrett Muir, claims that he is entitled to a twenty percent (20%) share of the rental income earned from the property pursuant to an oral agreement entered into with the Director and Manager of the Defendant company, Dwayne Daley on or around May 2018 in exchange for his contribution towards the purchase of the property.
- [2] The Defendant denied that Mr. Muir is entitled to net income as the agreement entered between the parties provides that he would only be entitled to twenty percent (20%) equitable interest if and when the property is sold or disposed of. However, having failed to file its Defence in time, Judgment in Default was obtained by the Claimant on November 29, 2023.
- [3] The Defendant's Notice of Application to set Aside Default Judgment and for extension of time to file Defence out of time came up for hearing on May 22, 2024. The Court set aside the Default Judgment but refused the application for an extension of time to file Defence and granted Judgment for the Claimant. The matter was then set to proceed to Assessment of Damages.

EVIDENCE ON BEHALF OF THE CLAIMANT

- [4] In his evidence, Mr. Muir asserts that on or about May 25, 2018, Rosedaley purchased property located at Stony Hill in the parish of St. Andrew registered at Volume 1140 Folio 200 of the Register Book of Titles for the sum of Ninety Million Dollars (\$90,000,000.00). He stated that based on the agreement between the parties, he contributed Eighteen Million Dollars (\$18,000,000.00) towards the purchase of the property, which would not only give him an equitable interest in the property but this contribution was made as an investment and he would be entitled to a twenty percent (20%) monthly net income derived from the property.

- [5] He stated that the property houses a plaza that has several tenants, including Rosedaley which occupies three (3) shops. He asserts that prior to the purchase, Mr. Daley informed him that the plaza generates a monthly rental income of no less than Two Million Dollars (\$2,000,000.00) and there was indication that if the building was renovated, the rental income would increase.
- [6] He stated that after making several requests for information about the monthly income, in or around 2019, he received a handwritten document containing information regarding rental income for the shops, deductions made as well as copies of lease agreements for some tenants. He also received a spreadsheet titled Plaza Revenue and Expenses which appeared to conflate the personal loan with the purchase of the property.
- [7] He asserted that he expected to receive returns on his investment and after making several requests, to date nothing has been forthcoming from the plaza and he has no means of determining the amounts due to him except through proceedings in the Court.
- [8] During cross-examination, Mr. Muir accepted that the plaza would incur expenses such as property taxes which would have to be deducted from any rental income. He admitted Counsel's suggestion that in some instances, not all the shops were leased and no income would be forthcoming from empty shops. He accepted that in determining the outcome, the Court should factor in all deductions in relation to the property.

EVIDENCE ON BEHALF OF THE DEFENDANT

- [9] Mr. Dwayne Daley is the majority shareholder of Rosedaley. He asserted that in the last quarter of 2017, he entered into negotiations with the landlord of the

property where he was conducting business as a tenant to acquire the property. He stated that the property was being sold for Ninety Million Dollars (\$90,000,000.00) and after paying the ten percent (10%) deposit, secured a seventy percent (70%) mortgage from CIBC, he was left with twenty percent (20%) balance to complete. He considered involving investors to ease the financial burden and entered into discussions with Mr. Muir who agreed to contribute twenty percent (20%) of the purchase price for an equitable interest in the property.

[10] He asserted that in or around June 2018, he sought assistance from Mr. Muir with the closing costs however, since it was declined, he covered the closing costs under the understanding that Mr. Muir would reimburse him twenty percent (20%) of that amount. During cross-examination, Mr. Daley accepted that the closing costs was shared between the vendor and purchaser however, he refuted Counsel's suggestion that transfer tax was paid solely by the Vendor.

[11] Mr. Daley stated that between 2018 and 2020, Rosedaley invested significant time and resources in renovating and maintaining the property which included structural repairs to upgrade and improve the property rental value. He stated that at no time did Mr. Muir contribute financially or otherwise to the efforts to upgrade the plaza. Mr. Daley accepted Counsel's suggestion that there is no evidence of the alleged improvements made to the premises. However, he contended that all those records can be obtained from a quantity surveyor and the necessary deductions taken into consideration. Mr. Daley also accepted that there is no evidence of a waiver of increased rental fees given to the tenants as stated in his evidence

[12] He contended that in 2020, the COVID-19 pandemic significantly impacted the property's rental income and many tenants delayed making payments or didn't pay the monthly rental and that Mr. Muir was made aware of all the challenges.

[13] He averred that at the beginning of 2022, he entered into an oral agreement with Mr. Muir to settle all outstanding debts and contributions. He agreed to forgo his

obligations to reimbursement for the closing costs and expenses incurred for the property's renovations and maintenance. This was to be set against the rental income from the time of purchase to the end of 2021. The agreement was accepted and at the end of 2022, he transferred the lump sum of over Seven Hundred Thousand Dollars (\$700,000.00) to Mr. Muir to cover rental payments for the year 2022. During cross-examination, Mr. Daley denied Counsel's suggestion that this sum was not paid or that there is no evidence to support his contention. He retorted that the evidence can be obtained.

- [14]** He stated that the relationship between the parties began to deteriorate in the first quarter of 2023 and Mr. Muir accused him of falsifying financial records, alleging that the income reported for the property was not an accurate reflection of its actual performance. Mr. Daley stated that Mr. Muir demanded receipts for all payments made from the tenants and suggested that he was intentionally withholding funds. He asserted that he forwarded all receipts demonstrating that all payments were made based on the property's actual earnings.
- [15]** He contended that he maintained and acted in good faith and has consistently fulfilled all his obligations under the agreement. He asserted that Mr. Muir's allegations are unsubstantiated and do not take into consideration the challenges faced during the pandemic and the significant contributions he made to the property.
- [16]** During cross-examination, Mr. Daley accepted that between the period 2018-2019, the plaza earned approximately Three Million, Nine Hundred Thousand Dollars (\$3,900,000.00). However, he could not recall the sums earned between the period 2020-2024. He accepted Counsel's suggestion that there was an agreement that Mr. Muir would get a twenty percent (20%) of net income of the plaza, however he stated that that would be after net loss or profit.

DISCUSSION

[17] The main issue to be dealt with at this Assessment of Damages is what sum is due to the Claimant. Consequent upon judgment being entered for the Claimant, there can be no issue taken as to the fact that the Claimant is to be given a twenty percent (20%) share of the net income of the Defendant company. The issues to be distilled from the submissions advanced and the evidence given are as follows:

1. What is the period for which the Claimant is to be awarded a twenty percent (20%) share of the net income of the Defendant?
2. What is the annual income of the Defendant for the respective years?
3. Should there be any deductions from the rental income?

What is the period for which the Claimant is to be awarded a twenty percent (20%) share of the net income of the Defendant?

[18] The Claimant has sought twenty percent (20%) of the net income for the period July 2018 to present. However, the Defendant has contended that the Court should only award for the period July 2018 to the date of the Default Judgment dated November 29, 2023. The Default Judgment entered on November 29, 2023 stipulated as follows:

The Defendant herein, Rosedaley Foods Limited having not filed a Defence to the Claim Form in this Action IT IS THIS DAY ADJUDGED that Judgment be entered against him for Damages to be assessed plus interest and costs.

[19] Although the heading of the Default Judgment was Final Judgment, this was clearly not final as it was in essence a money judgment, with no figure stated, with a stipulation that damages remained to be assessed. The final judgment would therefore be after the assessment and so any sums to be calculated must be

calculated up to the date of the Assessment of Damages. The Defendant in its submissions has identified five (5) periods for which calculation should be done however, in light of my finding that the Claimant should be awarded up to the date of judgment, it is not five (5) periods but rather seven (7) periods ranging from 2018 to 2026.

What is the annual income of the Defendant?

- [20] In order to arrive at a figure representing the Claimant's share, the Court must determine what income is generated by the Defendant company on a yearly basis. It is the Claimant who is seeking the award and so the Claimant throughout bears the burden of proof to prove the income generated from the property. The primary business of this company was the rental of shops. In seeking to prove his case the Claimant requested that there be disclosure of the list of all the shops and the tenants in occupation. The Court made an order in these terms however, the Defendant only provided leases for one (1) year of occupancy and other documents but this did not amount to full disclosure.
- [21] At the Assessment of Damages, the parties agreed that several documents be tendered into evidence which included the Plaza Revenue and Expenses document. This set out the income and expenditure of the Plaza from November 1, 2018 to October 31, 2021. The Claimant has not presented any other material that sets out what the income is and so is also relying on the evidence given by the Defendant and the documents tendered.
- [22] Counsel for the Claimant in her submissions asked that in light of the Defendant's failure to provide disclosure the Court should draw adverse inferences against the Defendant as to its assets and income. She relied on the cases of **Hughes v Hughes** (1993) 45 WIR 149 and **Davis v Davis** [2018] JMSC Civ 38 to support her submission. Counsel pointed out that the Defendant was evasive in providing evidence of the rental income which would have assisted the Court in determining

the quantum due to the Claimant. Moreover, even in the cross-examination of the Defendant his responses are demonstrative of his deliberate disregard for the seriousness of the claim before the Court.

[23] Counsel pointed out that the Claimant has provided all the proof he has to the Court and that the Court should not penalize the Claimant for failing to provide precise documentation setting out the rental income. She placed reliance on the case of **McNamee v Kasnet Online Communications** RMCA No. 15/2008 delivered 30th July 2018 where the Court of Appeal awarded loss of earnings simply based on the evidence of the witness albeit the evidence lacked precision. Counsel argued that this illustrates that the Court can estimate damages when a Defendant with the necessary information deliberately fails to provide same to the Court. She relied on **Armory v Delamirie** (1722) 1 Strange 505 to support her argument that the burden of proof should be shifted to the Defendant as the Defendant has withheld evidence.

[24] The Defendant has contended that the Claimant has not appointed any expert to prove the sums to be awarded. In a case such as this, there is no requirement for the Claimant to rely on an expert witness. The only income that is in question is the income derived from rental payments, and this can be provided without an expert and equally the expenses could have been provided.

[25] On the question of the increase in annual rent, the Defendant asked the Court to accept that although the leases provided for annual increases, multiple waivers were given. He submitted that the documentary evidence is consistent with Mr. Daley's evidence as it shows that over the three (3) periods set out, rental increases were only effected on some leases in the second period and the third period saw no increases. He also asked the court to take into account the fact that at least two (2) shops were empty for the entire period.

[26] None of the cases relied on by the Claimant indicate that the burden of proof in relation to the income generated should be shifted to the Defendant. The burden of proof remains throughout on the Claimant in respect of the income generated but since it is the Defendant who is asserting that it made certain expenditures, the burden of proof is on him to establish this. The **Hughes v Hughes** case is instructive regarding how to treat with the failure to provide full and frank disclosure. Byron, J.A. enunciated the position in this way:

"What is clear from the evidence is that the appellant gave much less than a full and frank disclosure of his assets and income. From his evidence it was clear that his income exceeded his salary, but he left it open to the court to make estimates of that income. It was also clear that he had beneficial interests in the property and businesses of value, but it was left to the court to make estimates of his net capital value. The burden of proof could not be placed on the respondent because this knowledge is peculiarly in the possession of the appellant and he was under a duty to make full and frank disclosure. The power of the court to draw inferences adverse to him in such circumstances was expressed in Payne v Payne [1969] 1 All ER 1113 at page 1117 by Wilmer LJ in this way:

"It is well established that the court is entitled to draw inferences adverse to a husband who has not made a proper disclosure of his available resource..."

[27] The principle to be derived from **Hughes v Hughes** is that the Claimant should not be adversely affected from the failure of the Defendant to provide information within its control and that a court can draw certain reasonable inferences from the evidence provided in arriving at an appropriate award. Therefore, in the absence of a precise quantum, this does not mean that the court cannot arrive at an estimated quantum. In fact, this position was enunciated in the Court of Appeal case of **Jamalco (Clarendon Alumina Works) v Lunette Dennie** 2014 JCMA 29 where Phillips JA dealt with a case in respect of general damages when the quantification of same proved difficult. After an examination of few cases where the quantification of damages was difficult, she set out the following principles at paragraph 60 of the judgment:

“In summary, from the above authorities, I deduce the following considerations: (1) The Court of Appeal is hesitant to interfere with an award of damages made in the lower court and will only do so in specific circumstances. (2) A person claiming damage must be prepared to prove their damage. (3) If the damage sustained is clear and substantial, but the assessment of the same is difficult, the court must do the best it can in the circumstances.”

- [28]** The Court stressed that the Judge must do the best it can in the circumstances and I am prepared to do that. When asked about the income for the years Mr. Daley’s response was always that he can’t recall but that they can be ascertained. I formed the impression from the evidence of Mr. Daley that he deliberately withheld information that could have been used to make a proper assessment. He should not benefit from this withholding of information. In fact, not only should he not benefit from this withholding of information, but he should be adversely affected in the presentation of his Defence if he fails to provide the necessary information to prove his averments, although they are within his custody and control.
- [29]** The Revenue and Expense Statement only provided for the years 2018 to 2021 so there is no evidence of the income and expenditure for the years 2021 to 2025. There is some additional evidence that the Court will take note of in determining the quantum. The Defendant during cross-examination made certain concessions. When it was suggested that fifteen (15) shops were rented, he countered that twelve (12) shops were rented. He accepted that in at least one (1) rental agreement there was a provision for an annual increase of rent. Although he pointed out that that can be waived, there was no evidence provided by him that there was any such waiver.
- [30]** During the cross-examination of Mr. Daley, he accepted that the Revenue and Expense document did not include any reference to the rental sum paid by the Defendant company for the four (4) shops it occupied. He accepted that from the time the property was purchased, Rosedaley occupied three (3) shops. When asked about the rental sum paid by Rosedaley for the period 2018 up to 2024 his

response was that he could not recall. He however gave evidence of the rental sum paid by Rosedaley for the period January 2025 to October 2025. His response was that the current rental for Rosedaley Foods is currently One Hundred and Sixty Thousand Dollars (\$160,000.0) for all stores.

[31] This raises the question whether these sums should be added to the total revenue of the company. There is no evidence of what if any sums being paid before 2025 so I am not prepared to include any sums before that time as part of the revenue. However, in light of Mr. Daley's evidence about the current rental, I am prepared to include this in the revenue commencing from January 2025 to January 2026, a period of thirteen (13) months which amounts to a total of Two Million and Eighty Thousand Dollars (\$2,080,000.00). This figure should be added to the income figure for all the years.

[32] The Claimant has however asked that the court take into account the uncontested evidence given by the Defendant to the Claimant that he could earn the sum of Two Million Dollars (\$2,000,000.00) per month for rent and award the Claimant the sum of Four Hundred Thousand Dollars (\$400,000.00) per month which would amount to Four Million, Eight Hundred Thousand Dollars (\$4,800,000.00) per year for a period of seven (7) years with a total sum of Thirty Three Million, Six Hundred Thousand Dollars (\$33,600,000.00). In the alternative, she has asked that the sum of Five Million Dollars (\$5,000,000.00) per annum be used as the annual income and award the Claimant the sum of Seven Million Dollars (\$7,000,000.00). In the submissions advanced on behalf of the Claimant, counsel in her recap of the evidence elicited from Mr. Daley in cross-examination indicated that when it was suggested to Mr. Daley that for the year 2023 the plaza's rental income was over Five Million Dollars (\$5,000,000.00) he said yes. The notes of evidence of the Court does not reflect that bit of evidence. The court's note is that Mr. Daley's response was *"I can't recall, that information can be ascertained"*. There was no agreement on the part of Mr. Daley to any of the sums suggested in cross-examination.

[33] I am therefore prepared to draw reasonable inferences as follows: that at all times between 2021 and 2025 at least twelve (12) shops were rented. Based on the lease agreements tendered there was a provision that the annual rent would increase by five percent (5%) of the previous yearly rental, unless waived or reduced by the lessor in writing. From this it is clear that any waiver of the increase or reduction should be in writing. Based on Mr. Daley's failure to provide any evidence of waiver of increase in rent, or any other proof, I am prepared to infer that the annual rents would be increased by five percent (5%) each year and use that as a guide to determine the sums generated from rental for the years 2021 to 2025. I am prepared to accept the sums set out in the Revenue statement as indicative of the income for the period November 2018 to October 2021. In respect of the period November 2025 to January 2026 I have calculated this to be a full three (3) months considering rent is usually paid in advance. Taking into account the five percent (5%) increase for each year, the total sum for the year November 2025 to October 2026 would be Five Million, Two Hundred and Eighty Thousand, One Hundred and Five Dollars (\$5,280,105). This when divided by twelve (12) amounts to the month figure of Four Hundred and Forty Thousand and Eight Dollars (\$440,008) with three (3) months being One Million, Three Hundred and Twenty Thousand and Twenty-Four Dollars (\$1,320,024). To these sums I have added the sum of Two Million and Eighty Thousand Dollars (\$2,080,000.00) representing the sum that the Defendant alleged that he paid for the rental of the shops. I have arrived at the figures set out below:

Revenue	Amount
November 2018 to October 2019	\$3,900,000
November 2019 to October 2020	\$3,521,000
November 2020 to October 2021	\$4,137,100

November 2021 to October 2022	\$4,343,955
November 2022 to October 2023	\$4,561,153
November 2023 to October 2024	\$4,789,211
November 2024 to October 2025	\$5,028,671
November, 2025 to January, 2026	\$1,320,024
Total	\$31,601,114
Total of \$31,601,560 plus \$2,080,000	\$33,681,114

Should any deductions be made from the rental income?

[34] The first question is whether the Claimant is liable to pay the closing costs for the sale transaction. In cross-examination of the Claimant he agreed that aside from the purchase price there are other fees attached to purchasing a property like registration fees, stamp duty and so on and that in his twenty percent (20%) share he would be entitled to cover twenty percent (20%) of that and that that twenty percent (20%) should be deducted from any net proceeds. Although there was some debate about the state of the law at the relevant time and some discrepancy as to whether at the time of sale in 2018 transfer tax was apportioned between vendor and purchaser the Claimant accepted that he has agreed to pay the closing costs.

[35] In light of these concessions, the Defendant would be entitled to have this sum deducted from any sum found to be owed to the Claimant upon proof of the sums paid by the Defendant as closing costs. In cross-examination Mr. Daley said regarding the closing costs the record is there. He further indicated that he has provided proof of this in his diary entry which outlines the closing costs for the sale and the Claimant's share of the same to be paid. The record referred to was the subject of Exhibit 11 which reflected a handwritten document which makes reference to *'closing cost including interest charges was approximately 6.5*

million...20% =1.3 million'. There is no indication as to the basis of interest and the rate at which it was collected. There is also no breakdown as to how this figure was arrived at. In any event I would have expected that the closing costs would have been generated from the attorney-at-law involved in the transaction and a clear indication of how the sums were apportioned. The scribbles provided do not generate any credibility and really amount to a lack of proof of the closing costs. This is information that the Defendant accepted is within his control and is a precise sum capable of precise proof. Based on the Defendant's failure to provide this in any credible format, I am not prepared to make any deductions for closing costs.

[36] There is also evidence from the Defendant that in 2022 he agreed to forgo his obligation to reimbursement for closing costs and expenses incurred and he paid to the Claimant a lump sum of Seven Hundred Thousand Dollars (\$700,000.00) to cover rental payments for the year 2022. This brings me to the issue of whether or not to deduct this Seven Hundred Thousand Dollars (\$700,000.00) from any sum owed to the Claimant. In the witness statement Mr. Muir said he has not received any rental income from the Defendant relating to the Plaza. During cross-examination there was no challenge to this evidence, so it is uncontested evidence before me. On the other hand, during the cross-examination of Mr. Daley it was suggested to him that he did not transfer any money to Mr. Muir in relation to the rental. Although Mr. Daley responded to say that the information can be provided and that he can get proof, no such information was provided. This is information that would have been accessible by Mr. Daley so his failure to provide it during the process of discovery or anytime thereafter makes the court question whether this is in fact so. That taken together with the unchallenged evidence of Mr. Muir that he received no such money results in me being satisfied on a balance of probabilities that Mr. Daley did not transfer the sum of Seven Hundred Thousand Dollars (\$700,000.00) to Mr. Muir as his share of income generated from the property.

[37] The Defendant submitted that the Claimant has not contributed to any costs or expenses associated with running the property and that the Defendant alone has been responsible for maintaining the property. It would certainly have been open to the Defendant or anyone carrying out that job to be compensated for maintaining the property. It would be for the Defendant to set out the value of that service. He has failed to do this and so cannot recover any cost for that, nor can any sums be deducted from what is due to the Claimant for his failure to assist with the maintenance of the premises.

[38] There is also the question of whether there should be a deduction for expenses incurred by the Defendant. Counsel for the Claimant submitted that the expenses and expenditures of the Defendant company are not proved. She contended that the evidential burden is on the Defendant to provide proof but it has failed to do so. On the other hand, the Defendant has argued that though it may lack receipts for expenses, the court should not ignore the reality of expenses and make an award which represents the gross net income as it would amount to unjust enrichment. It is also the Defendant's position that the deductions by the court should be on a quantum meruit basis. He placed reliance on a decision of Batts J in **First Union Financial Company Limited TA Union One Express v Anderson Aduardo** [2017] JMCC Comm 37.

[39] I am of the view that the facts in the **First Union Financial Company Limited** case are far removed from the facts in the instant case and that the principles set out by my brother are inapplicable here. That was a case involving a contract for services rendered where there was no written agreement and no precise details for the Defendant's compensation agreed. Batts J found that the Defendant is entitled to a reasonable sum for his services and proceeded to award a sum on a quantum meruit basis. From that case, it can be deduced that the quantum meruit principle is applicable as a method of assessing or computing damages and arriving at a reasonable sum of money to be paid for services rendered when the amount due is not stipulated in the contract.

[40] There was in this case no contract between the parties for services rendered. The issue is simply whether any expenses incurred by the company should be deducted from the gross income generated by the company. This is a simple matter of doing business where in order to generate net profit the expenses must be deducted from the gross income. On this point, I find that there is merit in the Defendant's submissions. I am prepared to ascertain the reasonable and necessary expenses to be deducted in order to arrive at the net figure. I will start by allowing the sums set out in the Income and Revenue statement as Expenses to be deducted from the gross income for the years 2018 to 2021.

[41] The next question is whether I should allow any deductions for the subsequent years without any proof of these expenses being incurred. It is the Defendant who has failed to provide any evidence of any expenses incurred for these years and this is information that he would have in his control, however, if the Court were to calculate the Claimant's share using the gross income, this would not be an accurate reflection of the Claimant's entitlement. The position that the Court should do the best it can is as applicable to the Defendant as it is to the Claimant. This is especially so in cases where some of the expenses would be in the form of informal labour which often times does not generate an invoice or receipt. I am prepared to use the sums set out for the previous years as a guide for expenditures.

[42] In the normal course of things, one would expect expenses to increase as does revenue however, this is information that the Defendant has in his control and he could have provided evidence of any increase in expenses but he has failed to do so. Unlike in the case of the Claimant who provided proof that the lease agreement provided for an annual increase, no similar proof has been provided by the Defendant from which the Court can draw any inference of a yearly increase in expenses. Without the proof, the best I can do is to deduct the same expenses of Two Million, Three Hundred and Ninety-Two Thousand Dollars (\$2,392,000) for each year from October 2021 onwards. In respect of the period November 2025 to

January 2026 which spans a three-month period I have calculated the monthly sum to be One Hundred and Ninety-Nine Thousand, Three Hundred and Thirty-Three Dollars (\$199,333) so for three (3) months this would amount to a rounded figure of Five Hundred and Ninety-Eight Thousand Dollars (\$598,000).

Expenses	Amount
November 2018 to October 2019	\$3,566,000
November 2019 to October 2020	\$2,166,000
November 2020 to October 2021	\$2,392,000
November 2021 to October 2022	\$2,392,000
November 2022 to October 2023	\$2,392,000
November 2023 to October 2024	\$2,392,000
November 2024 to October 2025	\$2,392,000
November 2025 to January, 2026	\$598,000
Total Expenses	\$18,290,000

CONCLUSION

[43] In order to arrive at the net income, the total expenses of Eighteen Million, Two Hundred and Ninety Thousand Dollars (\$18,290,000) is deducted from the total income of Thirty-Three Million, Six Hundred and Eighty-One Thousand, One Hundred and Fourteen Dollars (\$33,681,114) amounting to the sum of Fifteen Million, Three Hundred and Ninety-One Thousand, One Hundred and Fourteen Dollars (\$15,391,114). The Claimant's twenty percent (20%) share of that is Three Million and Seventy-Eight Thousand, Two Hundred and Twenty-Two Dollars (\$3,078,222). Therefore, damages are assessed in the sum of Three Million and

Seventy-Eight Thousand, Two Hundred and Twenty-Two Dollars (\$3,078,222) plus interest at a rate of six percent (6%) per annum from today's date to the date of payment with cost to the Claimant to be agreed or taxed.

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Stephane Jackson-Haisley
Puisne Judge