[2017] **JMSC Civ.87**

IN THE SUPREME COURT OF JUDICATURE OF JAMAICA

CIVIL DIVISION

CLAIM NO. 2014HCV02744

BETWEEN	**ANDREW REID BARNETT (BY NEXT FRIENDS LORI-ANN AND ANDREW RICARDO BARNETT)**	**1ST CLAIMANT**
AND	**LORI-ANN BARNETT**	**2ND CLAIMANT**
AND	**ANDREW RICARDO BARNETT**	**3RD CLAIMANT**
AND	**MONICA STEWART**	**DEFENDANT**

Mr. Hadrian Christie instructed by Hart Muirhead Fatta for the Claimants.

Ms. Kayann Balli instructed by the Norman Manley Law School Legal Aid Clinic for the Defendant.

Heard: May 18, 19, and June 14, 2017

MARRIAGE - CAPACITY TO CONSENT TO MARRIAGE — EXPERT EVIDENCE - EVIDENCE OF CAREGIVER – FALSE IMPRISONMENT – BREACH OF FUNDAMENTAL RIGHTS AND FREEDOMS – RETURN OF MONEY PAID TO SPOUSE OF CLAIMANT - MATRIMONIAL CAUSES ACT SECTION 4

WINT-BLAIR, J (AG.)

[1] I have been greatly assisted by the submissions of counsel appearing in this matter. In this judgment I will reference the evidence and submissions only to the extent necessary to explain my findings and decision. The parties should rest assured that in order to arrive at my decision I have considered all of the evidence and all of the submissions made by counsel.

[2] The amended fixed date claim filed sought the following orders:

1. A declaration and decree that the marriage between the 1st Claimant and the Defendant on the 11th day of January 2014 ("the marriage") is null, void and without any legal effect.

2. That the Registrar General cancels and/or strikes any Certificate of Marriage or other document registered in relation to the marriage from the record at the Registrar General's Department and to do any other act required to give full effect to Order No. 1.

3. An Order that the Defendant pays to the 1st Claimant damages in the sum of $814,737.60 with compound interest at a rate of 1% above the average Domestic Weighted Commercial Loan Interest Rate over the period July 16, 2013 to the date of the trial.

4. An Order that the Defendant pays to the first Claimant further damages in the sum of $157,637.36 with compound interest at a rate of 1% above the average domestic weighted commercial loan interest rate from the date on which the defendant collected the first Claimant's pension payment booklets.

5. An account of all the monies belonging to the first Claimant all sums found due to the first Claimant upon taking such account with compound interest at a rate of 1% above the average domestic weighted commercial loan interest rate from the date on which the monies were received by the Defendant to the date of trial.

6. An Order that the Defendant pays to the first Claimant all sums found due to the first Claimant upon taking such account with compound interest at a rate of 1% above the average domestic weighted commercial loan interest rate from the date on which the monies were received by the Defendant to the date of the trial.

7. An Order that the Defendant returns all items and documents in her possession, which are owned by the first Claimant and in particular, documents concerning the first Claimant's payments under the National Insurance Scheme.

8. Damages for false imprisonment and breaches of the first Claimant's fundamental rights and freedoms, with compound interest on damages at a rate of 1% above the average domestic weighted commercial interest rate.

9. Exemplary damages.

10. Costs on an indemnity basis.

11. Any other relief that this Honourable Court considers fit.

The Issue

[3] Whether the first Claimant was capable of consenting to a marriage with the Defendant.

The Facts Found

[4] The first Claimant has filed suit by his next friends who are his son and daughter. He was at time of trial an elderly gentleman who had been entrusted to the Defendant as his caregiver. The Defendant was at all material times a practical nurse who formerly worked at Kingsgate Nursing Home at which the first Claimant had been a patient. Unhappy with his situation at the nursing home, the first Claimant's family decided to move him. At that time, the Defendant was leaving the employ of the nursing home intending to set up her own facility at her home in Buff Bay, Portland. The family of the first Claimant and the Defendant entered into an agreement whereby the Defendant would take the first Claimant into her home and there look after him. The ex-wife of the first Claimant, Ms. Lorna Spence who lives overseas and who was very much involved in the first Claimant's care, agreed to remit $35,000 per month to the Defendant as payment for her services. This sum was later increased to $40,000. At a later date, Ms. Spence had written the full names of the first Claimant's children, his mother's name among other details as an aide memoire. She gave this document to the first Claimant on a visit to Jamaica.

[5] All was well until Ms. Spence decided to hand a change of agent form issued by the National Insurance Scheme ("NIS") to the Defendant concerning the pension of the first Claimant, for submission to that office.

[6] Instead of changing the name of the agent from Ms. Abrahams to Ms. McLaren as Ms. Spence had instructed, the Defendant changed the name of the agent

from Ms. Abrahams to her own name. Ms. Spence had intended for the pension benefits belonging to the first Claimant to be paid over to her designate, Ms. McLaren as his agent owing to his incapacity.

[7] The Defendant instead submitted the form to the NIS office with her own name as agent. A pension cheque of $814,737.60 was received by the Defendant on or about February 10, 2014 based on the stamp of the Ministry of Labour on the copy cheque exhibited and deposited to account numbered 814152 at Scotiabank, 3 Harbour Street, Port Antonio, Portland. This account had been opened in the names of Andrew Barnett (the first Claimant) and/or Monica Stewart on July 16, 2013 with $800,000.00. By August 30, 2014 those funds had been depleted. The cheque had been in the Defendant's possession for some six months before it was deposited and $14,737.60 of the total sum did not make it into that bank account.

[8] The family had no knowledge of any of these events. The Defendant was still being sent money each month as agreed. Her evidence was that she used the pension money to buy clothing and food for the first Claimant but significantly, she used most of it, some $500,000.00, to complete her unfinished house. She testified that this would benefit the first Claimant and was at his request as they would rent out a room to earn an income from it. The Defendant answered each question about how the pension money was spent by saying the first Claimant either allowed her to spend his money in that way or was with her when she spent it. The purchase of a computer was attributed to the first Claimant as were many withdrawals from the joint bank account. The Defendant had also obtained identification documents for the first Claimant and used these to transact on his behalf.

[9] The 2nd and 3rd Claimants argue that the first Claimant has been mentally incapable for sometime. He has psychiatric records to show that in 2012 he was diagnosed as such. He is incompetent to make legal decisions and did not have the capacity to consent to a marriage on January 11, 2014.

[10] The Defendant argued that the first Claimant improved under her care, which his family agreed with. He was hypertensive and visited the hospital to have that condition monitored. The first Claimant could communicate coherently and was in no need of psychiatric care. She assisted him with all of his financial transactions because he asked her to. He had proposed marriage to her many times, he was quite capable of consenting to and did so consent to the marriage on January 11, 2014.

The approach of the court

[11] All the authorities reviewed indicate that each case should be decided on its particular facts, however each Judge in all of those cases has given due regard to the medical or scientific evidence presented before him or her. This court will adopt a similar approach.

Medical Evidence

[12] The first Claimant is a patient as defined by the Mental Health Act, 1999. The 2nd and 3rd Claimants argue that the first Claimant did not have the capacity to consent to a marriage with the Defendant on January 11, 2014. To bolster this contention, they have adduced the medical evidence of Dr. George Leveridge, Consultant Psychiatrist and Public Health Specialist in his report dated November 21, 2014. Dr. Leveridge had been appointed an expert and his evidence was unchallenged. He reviewed the first Claimant on April 4 and May 9, 2014 as well as the previous psychiatric evaluations contained in the medical records of the first Claimant. Those records revealed a history of hyptertension, cerebellar infarcts and schizophrenia, which was confirmed in his own assessment of the first Claimant.

[13] Dr. Leveridge diagnosed that the first Claimant suffered from hypertension (with multiple strokes), vascular dementia, cerebellar infarcts and schizophrenia. It was his opinion that the first Claimant could not have consented to a marriage on

January 11, 2014, as he would have been mentally incapable of understanding the nature and effect of any marriage ceremony.

[14] There was also the medical report of Dr. Peta-Gaye Reynolds, Consultant Psychiatrist based at the Annotto Bay Hospital, dated February 11, 2014 which was prepared based on the notes found in medical record (No. 122355) of the first Claimant kept at the Annotto Bay Hospital. She too had been appointed an expert and her evidence was unchallenged.

[15] Her findings were based on her psychiatric evaluations of the first Claimant contained in his medical records. The first Claimant had been referred to the hospital by Professor Owen Morgan of the University Hospital of the West Indies (UHWI) on June 20, 2012, with a history of hypertension, cerebellar infarcts and schizophrenia.

[16] Her initial assessment was that he showed features of cognitive impairment and was noted to have poor short-term memory, calculation and impaired judgment. He was referred to the out-patient department for follow-up care by the medicine team.

[17] On January 12, 2014, the first Claimant was admitted to the Annotto Bay hospital with a history of slurred speech, weakness of a two-day duration. He was assessed as having a cerebrovascular accident.

[18] Dr. Reynolds conducted a mental status examination on January 14, 2014. In her assessment of the first Claimant on that day she noted that he had been restrained in bed. He was co-operative throughout the interview but was noted to have a restricted affect. His speech was clear and coherent but low in tone. He exhibited poor speech, was disoriented in time, person and place with impaired short and long term memory. He was only able to follow one step commands and had impaired insight and judgment. She found no psychotic features at that time.

[19] The first Claimant was reviewed by Dr. Reynolds on January 16, 2014 and was found to have severe cognitive impairment, he was unable to recognize persons and objects, he was noted to be referring to common everyday objects by incorrect names (paraphasia) and was not oriented to time, person or place. The diagnosis of schizophrenia and vascular dementia remained unchanged.

[20] The first Claimant was assessed as having schizophrenia multiple episodes currently in full remission and probable major vascular neurocognitive disorder without behavioural disturbance (i.e. Vascular Dementia). The first Claimant was medicated and discharged on January 20, 2014. He was readmitted the next day with a history of seizure like activity. A CT Brain scan showed an old left cerebellar infarct and a new isodense mass involving the right basal ganglia. He was discharged with instructions to do an MRI as an out-patient and to return for a six week review. Dr. Reynolds concluded that the first Claimant was incompetent to make any legal decisions based on his impaired orientation, significantly impaired memory and poor judgment.

Discussion

[21] Both sides did not join issue that the Defendant was employed by the family of the first Claimant as his caregiver. The Defendant is a practical nurse who agreed to allow the first Claimant to live with her in her home at 45 Nelson Street in Buff Bay, Portland. Her duties were to take care of him as his family all lived overseas.

[22] In this case, there is clear medical evidence that the first Claimant is mentally incapacitated and unable to make sound decisions. There was no evidence which came from an expert called by the Defendant to refute this. The Defendant sought by her own evidence to say that the first Claimant was “fine” and only had hypertension for which she would take him to the Annotto Bay hospital. She knew nothing of his impaired mental state though she had been employed as a part-time practical nurse at the nursing home in which the first Claimant had

lived. She did not know that the first Claimant had been referred to the Annotto Bay hospital by the UHWI on the instructions of Dr. Morgan, Consultant Psychiatrist, for continued treatment. She denied his mental illnesses while simultaneously denying the uncontroverted medical evidence at trial. The Defendant sought to show that because the first claimant's family did not complain about his state of health, it meant that this was proof of his mental capacity.

[23] It is noteworthy that the Defendant spoke of the first Claimant proposing marriage to her on more than one occasion. There is nothing in the evidence to indicate the date of the final proposal which she accepted as that would have been the date the espousal would have commenced. Had such evidence been forthcoming, it would have been some evidence that the first Claimant did indeed understand the nature of the promise into which he had entered which would culminate with the marriage contract.

[24] The marriage certificate agreed by both sides indicates that the first Claimant was married to the defendant at 2H Upper Regent Street, Kingston on January 11, 2014 by Mr. Gifford Byfield, a Marriage Officer. The marriage was witnessed by one E. Pryce and one D. Brown. It goes on to state that the pair lived at 45 Nelson Street, Buff Bay, Portland; that the first Claimant was retired and that the Defendant is a Nurse. It is of note that the marriage certificate where it asks for the calling of the bride says nurse and not practical nurse.

[25] The Marriage Officer did not attend the trial. The evidence was that he was deceased. There was no evidence that the two witnesses to the ceremony were deceased, neither were called. The marriage took place far from the local setting in Buff Bay where the Defendant had always lived. It stands to reason that she would have been known in that community, it seems quite strange that she did not get married to the first Claimant in Portland given his state of health. Instead the duo went to Upper Regent Street in Kingston to tie the proverbial knot. Perhaps the family would have vigorously opposed any such ceremony: The

Defendant had two sons, did they attend the ceremony? Why was this signal event shrouded in secrecy if it was that there was a relationship between the pair, open and honest for all to see?

[26] There was also the marked absence of celebration and recording usually attendant upon such a blessed event as the pairing of lives and finances which obtained on January 11, 2014. The first Claimant's family had no knowledge of the impending marriage until the day before when the Defendant in an irate phone call to the third Claimant demanded her pay for December and January then threatened to marry the first Claimant. The next day that threat was a fait accompli. There was not a single photograph tendered in evidence to show the happy couple at any rate.

[27] In the case at bar there is no evidence of what transpired on the date of the marriage ceremony or at the ceremony itself from the Defendant or anyone else. In order to determine whether any symptoms of incapacity manifested themselves on the date of the marriage, upon an examination of all the evidence, I find that the inference can be drawn that they were present. The medical evidence disclosed that over the two-day period on which the first Claimant was displaying the symptoms of a later diagnosed cerebrovascular accident, the Defendant took the first Claimant first to Kingston to be married, then to the hospital the day after.

[28] There, she told Dr. Reynolds that the first Claimant had been suffering from slurred speech and weakness for the two days prior to his admission. It is clear from this bit of evidence that the Defendant having observed the condition of the first Claimant on January 10, 2014, took him to Kingston to get married while he was weak and had slurred speech. She said in evidence that he fell ill on the morning of January 12, 2014 at 4.00 am and she took him to the hospital. The obvious question would be why she failed to give this information to Dr. Reynolds. The answer given by the Defendant was that the doctor did not tell the truth in her expert report. The obvious conclusion is that the Defendant has

given evidence which is less than cogent, she cannot be relied upon and her evidence is rejected. The medical evidence which is highly persuasive and also accepted is dispositive of this matter.

[29] The finding of this court is that this marriage took place during seizure like activity on the part of the first Claimant, while he was weak and slurring the "I do."

Pension proceeds

[30] The first Claimant was at all material times a patient of either the UHWI or the Annotto Bay Hospital. His diagnosis had not changed from one institution to another. Having been found to be incapable of understanding a matter such as marriage, it can be inferred that he would have been also incapable of transacting with the NIS office and with Scotiabank, with a view to doing the requisite paperwork attendant upon picking up a cheque, procuring identification documents, opening an account and making withdrawals by teller and by ATM. Lorna Spence gave evidence that it was she who had written down the names of the first Claimant's children, his mother's name and so on as an aide memoire. It was this very document which the Defendant used to obtain the pension proceeds of the first Claimant. It was the Defendant's evidence that the first Claimant couldn't take a taxi by himself outside of the local area. Without her intervention, he could not have done anything on his own.

Expert Evidence

[31] This court is aware of the principle in respect of accepting the evidence of an expert as set out in **Price Waterhouse v Caribbean Steel**, 2011, JMCA Civ. 29 a decision of the Court of Appeal delivered by Panton, P which states:

> *"[42] The learned judge had a determination to make as to whether the valuation exercise had been properly done. He had the evidence of three persons – two of them with expertise in the particular area, and one definitely without. That he preferred the evidence of the one without is surprising….*

[43] GivenMr. Holland's qualifications and vast experience as well as his chairmanship of the disciplinary committee of the ICAJ, it is difficult to understand how the learned judge could have rejected his evidence virtually out of hand."

[32] At paragraph 45 the learned President found that the judge had said in his judgment that that he employed a common sense approach:

"[45] *It is clear, however, that by placing so little value on the need for expertise, the learned judge's assessment resulted in the elevation and acceptance of Mr. Greenland's evidence above, and in place of, that of the professionals in the specific field. In doing so, the learned judge fell into error. Had he given due value and weight to the evidence of the witnesses called on behalf of Price, he would have concluded that Price had indeed fulfilled the terms of its contract with Steel.*

[33] At paragraph 47, Panton, P continued by saying:

"[47] In Sansom v Metcalfe Hambleton & Co. [1998] PNLR 542, Butler-Sloss, LJ in giving the judgment of the English Court of Appeal said:

"In my judgment, it is clear… that a court should be slow to find a professionally qualified man guilty of a breach of his duty of skill and care towards a client (or third party), without evidence from those within the same profession as to the standard expected on the facts of the case and the failure of the professionally qualified man to measure up to that standard. It is not an absolute rule … but, it is less in an obvious case, in the absence of the relevant expert evidence the claim will not be proved."

[34] The reasoning of the Court of Appeal in **Price** was upheld on appeal by the Privy Council and specifically, the learned President's dictum regarding the weight to be given to the experts' evidence.

[35] In the instant case, 2nd and 3rd the claimants' expert evidence stands uncontroverted by any expert evidence from the defendant. The defendant has without more, sought to persuade the court to accept the evidence of her own

non-medical opinion and observation over that of the medical evidence. The defendant said in evidence that Dr. Reynolds report did not contain the truth in respect of the paragraphs set out below:

> *4. "The 1st Claimant, Mr. Andrew Reid-Barnett, has been a patient of the Annotto Bay hospital for the past two years. Mr. Barnett was referred to us by Neurologoist Prof. Owen Morgan, as Mr. Barnett's residence had changed to the parish of Portland in or about June 2012.*
>
> *...*
>
> *12. On January 12, 2014, Mr. Barnett was presented to hospital and admitted. He was presented by Ms. Monica Stewart, who represented herself as his guardian and reported that Mr. Barnett had a history of slurred speech and weakness for two days prior to his admission."*

[36] This assertion falls squarely into the dictum of Butler-Sloss, LJ above. On the facts of the case at bar, two days before January 12, 2014 would include the date of the marriage between the first Claimant and the Defendant. Dr. Reynolds has mirrored the conclusion and diagnosis of Dr. Leveridge. I accept the expert evidence of the claimant and accord it a great degree of weight. This court is slow to find that the expert medical evidence given by the claimants do not measure up to the standard expected of professionals in the field of psychiatry in this country.

The Law

[37] There is a presumption of validity when the parties have gone through the ceremony of marriage. **Halsbury's Laws of England**[1] states:

> *"Where there is evidence of a ceremony of marriage having been gone through, followed by the cohabitation of the parties, everything necessary for the validity of the marriage will be presumed, in the absence of decisive evidence to the contrary."*

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[1] 2nd ed,. vol. 16, p.599.

[38] The burden of proving incapacity is on the claimants as an adult is presumed to have capacity. The test of capacity is the ability to understand the nature and quality of the transaction. This test restates the classic principle which formed part of the advice by the judges to the House of Lords in M' Naghten's case (1843) 10 Cl & F 200.

[39] The correct statement of the test is to be found in the judgment of Singleton, LJ at p. 127 of **In the Estate of Park deceased, Park v Park** [1954] P 112.

> *"Was the deceased…capable of understanding the nature of the contract into which he was entering, or was his mental condition such that he was incapable of understanding it? To ascertain the nature of the contract of marriage a man must be mentally capable of appreciating that it involves the responsibilities normally attaching to marriage. Without that degree of mentality, it cannot be said that he understands the nature of the contract."*

[40] This passage was affirmed by the Privy Council in **Hill v Hill** [1959] 1 WLR 127 at 130 and Chadwick, LJ in **Masterman-Lister v Brutton & Co (No 1)** [2003] 1 WLR 1511 at para. [58].

[41] The Privy Council in **Hill v Hill** said where there is conflicting evidence as to what happened at the ceremony, a balance of probabilities is insufficient to rebut the presumption, the evidence must be decisive. Further the presumption applies equally where the cohabitation preceded as well as followed the ceremony.

[42] There would seem to be a need for some evidence of what transpired at the ceremony of marriage between the parties. There is no such evidence before this court.

[43] **In Sheffield v E and S**[2], Mundy ,J having carried out an extensive review of the authorities found that they established the following four propositions:

1. *It is not enough that someone appreciates that he or she is taking part in a marriage ceremony or understands its words.*

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[2] [2004] EWHC 2808 at para 68

2. *He or must understand the nature of the marriage contract.*

3. *This means that he or she must be mentally capable of understanding the duties and responsibilities that normally attach to marriage.*

4. *That said, the contract of marriage is in essence a simple one, which does not require a high degree of intelligence to comprehend. The contract of marriage can readily be understood by anyone of normal intelligence."*

[44] I adopt these statements of the law and apply it to the facts of the case at bar. Interestingly enough it was stated by Sloss, P **In Re B (Consent to Treatment: Capacity)** [2002] EWHC 429 (Fam):

> *"…it is most important that those considering the issue should not confuse the question of mental capacity with the nature of the decision made by the patient, however grave the consequences. The view of the patient may reflect a difference in values rather than an absence of competence and the assessment of capacity should be approached with this firmly in mind."*

[45] This was recognized by the first instance judge, Karminski, J in **Park v Park** (supra) in which he said:

> *"I have to remind myself here that I am considering the question not of the wisdom of the deceased's marriage in general or his marriage to the plaintiff in particular, but of his capacity to marry."*

[46] Birkett LJ said much the same thing in the Court of Appeal when reviewing Karminski, J's decision in **Park**. He stated at p. 129:

> *"the marriage took place, and the question before this court is not whether it was wise; nor even whether, in all the circumstances, it was decent. The simple question is…whether at the time of the ceremony the deceased was mentally capable of understanding the nature of the contract of marriage so that the marriage could be regarded as valid."*

[47] ***In Sheffield v E and S (****supra), two questions were posed before the question of capacity to marry could be answered. The first is: "Does he or she understand the nature of the marriage contract? Does he or she understand the duties and responsibilities that normally attach to marriage? And that leads in turn to the*

question: What are the duties and responsibilities that normally attach to marriage?"

[48] Today's marriage is a partnership of equals, with each having an obligation to care for the other. Each couple makes their own rules within their union for the proper functioning of their domestic lives. They have the right to share their home and property as they see fit, and to determine the roles they wish to play, to the exclusion of all others. Consequently, the duties and responsibilities which obtained at the time **Park** was decided are vastly different today. There was no evidence that the first Claimant understood what today's duties and responsibilities entailed.

[49] Article 12 of the European Convention for the Protection of Human Rights and Freedoms ("the Convention") provides:

> *"Men and women of marriageable age have the right to marry and to found a family, according to the national laws governing the exercise of this right."*

It would seem to me that the test set out in **Park v Park** and Article 12 do share a perfect union. Any attempt to suggest that this court should decide that the Defendant is not a desirable wife for the first Claimant would contravene both case and convention. It is in this regard that I make no comment about the suitability of the Defendant as a wife for the first Claimant or the wisdom of the decision to marry someone in his state on the part of the Defendant. I respectfully decline the invitation offered by counsel for 2nd and 3rd the Claimants to do so.

Submissions

[50] In all of the cases submitted by the Defendant, the court relied upon the medical evidence of to determine whether the individual under review was capable of understanding the nature of the marriage contract. The Defendant now seeks to rely in closing arguments on what was not advanced in evidence. There was not

one scintilla of medical evidence led on the Defendant's case. There was also no medical evidence led in the Defendant's capacity as a practical nurse. There is no need for this court to enter into the quagmire of indications as to medical incapacity which run, the gamut from insanity to melancholia. In all the authorities submitted by counsel, each concludes that every case must be decided on its own facts. In the end, the Defendant has failed to refute the medical evidence presented by the Claimant.

Conclusion

[51] The test for capacity as already stated depends upon the ability to understand the nature and quality of the transaction. The first Claimant, Andrew Reid Barnett did not have the mental capacity to enter into a marriage with the Defendant on the 11th day of January, 2014. The first Claimant did not have the mental capacity to treat with his own pension nor open a bank account with Scotiabank. The Matrimonial Causes Act provides:

> "4.-(1) *Decrees of nullity of marriage may be pronounced by the Court on the ground that the marriage is void on any of the following grounds, that is to say-*
>
> > *(c) in the case of marriages celebrated on or after the 1st day of February, 1989, the consent of either of the parties to the marriage was not a valid consent because-*
> >
> > *(iii) one party was mentally incapable of understanding the nature and effect of the marriage ceremony at the time of the marriage;"*

[52] This court therefore has the jurisdiction to declare the marriage a nullity. Additionally, there was an order made by Shelly-Williams, J (Ag.) (as she then was) on the 13th day of April, 2015 which stated that the Defendant was to repay the full sum of two NIS books to the Claimants. Such sums have now been shown to stand as $972,374.96. This order has not been complied with. The repayment of the money is therefore not in issue and compliance must follow.

[53] There was no proof of constitutional breaches or false imprisonment, exemplary damages or the need for costs on an indemnity basis. These orders were sought but not pursued.

[54] The court will therefore make the following orders.

Orders:

1. The court declares and decrees that the marriage between the first Claimant and the Defendant on the 11th day of January 2014 ("the marriage") is null, void and without any legal effect.

2. The Registrar General shall cancel any Certificate of Marriage or other document registered in relation to the marriage from the record at the Registrar General's Department and do any other act required to give full effect to Order No. 1.

3. The Defendant shall re-pay to the first Claimant the sum of $972,374.96 forthwith.

4. The Defendant shall give an account of all the monies belonging to the first Claimant and all sums found due to the first Claimant upon taking such account shall be repaid with interest at a rate of 3% from the date on which the monies were received by the Defendant to the date of trial.

5. The Defendant shall return all items and documents in her possession, which are owned by the first Claimant and in particular, documents concerning payments to the first Claimant's under the National Insurance Scheme.

6. Cost to the claimants to be agreed or taxed.