

IN THE SUPREME COURT OF BELIZE, A.D. 2000

ACTION NO. 504

(BELIEF (a company limited by Guarantee) Plaintiff
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BETWEEN (AND
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(CHURCH OF THE BETHEL ASSEMBLY OF GOD
((a.k.a. BETHEL ASSEMBLY)
((a company limited by Guarantee) Defendant

BEFORE the Honourable Abdulai Conteh, Chief Justice.

APPEARANCES:

Mr. Hubert Elrington, together with Mr. Dons Waithe, for the plaintiff.
Mr. Adolph Lucas for the defendant.

JUDGMENT

In a writ filed on the 13th November 2000 the plaintiff, BELIEF, a company limited by guarantee, is seeking the following reliefs from the Court as stated in its Statement of Claim:

1. A Declaration that the Defendant holds the one hundred and sixty-six shares in the Unique Development Group Ltd. which were transferred by Don R. Duncan, Donna H. Duncan and D. Robert Duncan II to Reverend Paul Jones, acting for and on behalf of Bethel Assembly, Belize City, Belize on 24th October, 1995 as a sole Trustee to Transfer the said shares to BELIEF.
2. An Order directing the said Defendant to transfer the said shares to BELIEF.
3. Order for an Account directing the Defendant to show what monies or other assets have come into his (sic) hands in respect of the said shares.
4. An Order that the Defendant delivers up said moneys and other property to BELIEF.

5. An Injunction restraining the Defendant whether by itself, its servants or agents acting on its behalf from dealing with or disposing of the said shares or any proceeds therefrom until this action is heard and determined.
2. The Defendant, Church of the Bethel Assembly of God in Belize, a.k.a. Bethel Assembly and so referred to hereafter, is a religious body or congregation, which was incorporated as a company limited by guarantee.
3. The Defendant for its part, put in a terse but pertinent Defence as follows:

“DEFENCE

The Defendant denies paragraph 1 of the Statement of Claim. The Defendant asserts that Don R. Duncan, Donna H. Duncan and James Robert Duncan transferred shares to the Defendant for the benefit of the Defendant and not as sole Trustee to transfer the shares to the Plaintiff.

In the premises the reliefs in paragraphs 2 to 7 of the Statement of Claim that the Plaintiff is seeking should be refused.”

THE ISSUES

4. From the pleadings and the evidence, the issues between the parties could be stated thus: Did the Defendant acquire certain shares as trustees or as beneficial owners? If as trustees, for whom do they hold the shares? It is the contention of the plaintiff, BELIEF, that they are the beneficiaries for whom the shares are held. The plaintiff it must be stated was only incorporated, from the evidence, in 1999. The shares in question were handed over to, or came into the Defendant’s possession, some time in September or October 1995, some four years earlier.

BACKGROUND AND THE EVIDENCE

5. The background to this action is that Dr. Paul Jones, who testified for the plaintiff, befriended the Duncan family in Florida, U.S.A. The Duncan family, comprising, in so far as material to this case, of Donn R. Duncan (husband of) Donna H. Duncan, and Phillip J. Duncan their son, then owned certain shares in the Unique Development Group Ltd., a Belizean registered company. There were some differences between the Duncans as shareholders in this company, and other shareholders, which ended

up in court. The Duncan family thereafter was desirous of divesting themselves of their shareholding in Unique Development Group Ltd.

6. Dr. Paul Jones testified that there is an organization with the same acronym, BELIEF, as the plaintiff, founded in 1986. The acronym, I think, stands for Belize International Education Foundation (BELIEF). He was a founder and Executive Director of this organization based in the U.S.A. He also testified that he pioneered the founding of a local chapter here in Belize of BELIEF in 1999. This is the present plaintiff in this action.
7. However, back in 1995, when the Duncans wanted to divest themselves of their shares in Unique Development Group Ltd., Dr. Paul Jones, who had worked with Donna Duncan in a high school in Lakeland, Florida, U.S.A., testified that the Duncans decided to transfer their shares, 505 in all, to BELIEF, U.S.A. But Donna's husband, Dr. Paul Jones testified, indicated that the transfer should be to a company registered outside of the U.S.A. and that it had to be a non-profit organization.
8. According to Dr. Paul Jones, this was when he made contact with Rev./Pastor Lloyd Wright (who testified for the Defendant), whom he had known since he, Dr. Jones, was a child. He said he requested Pastor Lloyd Wright by telephone for assistance for the shares of the Duncans to be transferred into the name of his church, that is, the Bethel Assembly, the Defendant in these proceedings.
9. Dr. Paul Jones further testified that the original purpose and intent was to carry out the support of Donna Duncan for BELIEF, USA's activities for international students. He also stated that he requested Pastor Lloyd Wright to hold the shares for BELIEF and to carry out its mission, that is, to provide financial assistance to students and to establish a Christian school in Belize. He said also that there was then, that is, 1995, no BELIEF in Belize, and that was why the request was made for Pastor Lloyd Wright to have the shares in the name of the Defendant.
10. Dr. Paul Jones denied emphatically in evidence that the shares were a gift to the Defendant.
11. In due course, however, on 24th October 1995, the Duncans executed a transfer of their shares in Unique Development Group Ltd., duly signed the transfer and attested to by a Notary Public. The shares were held by the Duncans in different lots, but the transfer instruments for all were in

the same format. I believe it is instructive to reproduce here Exhibit PJ 1, which Dr. Paul Jones himself put in evidence regarding the transfers of the shares:

“BELIZE

WE, DONN R. DUNCAN, DONNA H. DUNCAN AND JAMES ROBERT DUNCAN in consideration of the sum of \$1.00 (the receipt whereof is hereby acknowledged) agreed to be paid to us by the REVEREND PAUL JONES acting for and on behalf of Bethel Assembly, Belize City, Belize (hereinafter called the Transferee) DO HEREBY TRANSFER unto the Transferee all and singular One Hundred and Sixty-Six shares registered in our name in the undertaking called

UNIQUE DEVELOPMENT GROUP LIMITED

TO HOLD the same unto the Transferee subject to the several conditions on which we held the same immediately before the execution hereof; AND the Transferee DOTH HEREBY AGREE to accept and take the said share (sic) subject to the conditions aforesaid.

AS WITNESS the hands of the parties hereto this 24th day of October 1995.

Suzanne J. Hand

Suzanne J Hand
Notary Public

Suzanne J. Hand
My Commission #CC 230110
EXPIRES
October 19, 1996
Bonded thru Troy Palm Insurance Inc.

Transferors:

James Robert Duncan
JAMES ROBERT DUNCAN

Transferee:

Paul Jones
REVEREND PAUL JONES”

12. It is manifestly clear, as clear can be, that on its face this plainly speaks of Dr. Paul Jones acting for and on behalf of the Defendant for the transfer of the shares to him. Clearly, Dr. Paul Jones was receiving the shares as transferee for and on behalf of the Defendant.
13. Dr. Paul Jones also testified that when he later visited Belize, he left one of these transfer instruments with Pastor Lloyd Wright. The latter in his own testimony put one of these in evidence as Exhibit LW 1. (It is exactly the same as Exhibit PJ 1 but attached to it is a "To whom it may concern" letter, which I will refer to later).
14. Dr. Jones further testified for the plaintiff that it, that is, the Plaintiff, was incorporated in October 1999 in Belize, and he put in evidence a copy of its certificate of incorporation issued by the General Registry and dated 12th October 1999. This is Exhibit PJ 3. He further stated in evidence that from the date of its incorporation, the plaintiff, BELIEF (Belize), was in a position to accept the shares in Unique Development Group Ltd.
15. Dr. Paul Jones also testified that he is a director of the plaintiff, BELIEF (Belize) and has been one since its inception. In his capacity as a director of the plaintiff he said, he requested the shares in Unique Development Group Ltd. (the subject matter of these proceedings) be transferred to the plaintiff by Rev. Lloyd Wright.
16. But the shares have not been transferred to the plaintiff by either Pastor Lloyd Wright or the Defendant. Dr. Paul Jones further said in evidence that he was surprised and shocked when Pastor Lloyd Wright and or the Defendant refused to transfer the shares to the plaintiff because, he said, Rev. Lloyd Wright told him the shares were a gift to the Defendant, Bethel Assembly. Dr. Jones said that at some time Rev. Lloyd Wright had offered him \$20,000.00 to stop bothering him about transferring the shares to the plaintiff. He denied under cross-examination that it was not the arrangement that the shares were given to the Defendant by the Duncans through his instrumentality. When pressed further under cross-examination by Mr. Lucas for the Defendant, that on the face of Exhibits PJ 1 and PJ 2 (PJ 2 is similar to PJ 1 as well as LW 1), it would appear that he, Dr. Paul Jones, was acting for the Defendant as transferee of the shares by the Duncans, he conceded that this was the case.

17. Paul Jones, however, admitted, still under cross-examination, that he went along with Rev. Lloyd Wright to the law firm of Barrow & Williams to transfer the shares in Unique Development Group Ltd. to the Defendant.
18. Dr. Paul Jones finally admitted that there was no document showing that Pastor Lloyd Wright holds shares for the Plaintiff, and that there is no written document to this effect, although this, he said, was understood.
19. The second witness to testify was Charles Walter Wynn also known as Chuck. He was called on behalf of the plaintiff. He is an American businessman living in Prescott, Arizona and is the Chairman of the Board, Managing Director and President and majority shareholder of Unique Development Group Ltd., 505 of whose shares are the bone of contention between the parties in this case. Mr. Wynn recalled that the Duncans were shareholders in his company and that they owned 505 shares, But they ceased to be shareholders in 1996 when they endorsed their shares to a transferee to be recorded in the company's books. This witness stated that the endorsement of the transfer was effected on the back of the share certificates. He produced and tendered in evidence as Exhibit CW 1 – 5 five shares certificates in Unique Development Group Ltd. in respect of 505 shares in this company. At the back of each certificate is the following endorsement:

“For value received we hereby sell, assign and transfer unto Bethel Assembly (the amount of shares on the face of the certificate) represented by the within Certificate and do hereby irrevocably constitute and appoint (blank) ... attorney to transfer the said shares on the books of the within named Corporation with full power of substitution in the premises.

Dated 10/24/95”

Each endorsement was signed by all the Duncans save in respect of two of the certificates for two and five shares respectively, which James R. Duncan did not sign. The signatures were all witnessed.

20. Clearly, these endorsements evince an unequivocal, unconditional and direct assignment or transfer of the shares held by the Duncans in Unique Development Group Ltd. to the Defendant.

21. Under cross-examination by Mr. Lucas for the Defendant, Mr. Wynn admitted to paying dividends due on the shares to the Defendant, Bethel Assembly. In 1999 dividends in the amount of US \$9,911.72 were paid to the Defendant. In 2000 there were dividends of \$18,736.56; but there was an injunction in effect which blocked the payment of this sum. However, in October 2001, Mr. Wynn testified that dividends for 2000/2001, in the sum of \$42,656.15 were made in the name of the Defendant. Under re-examination by Mr. Hubert Elrington for the plaintiff, Mr. Wynn testified that the payment for dividends on the shares for 2000/2001 was by Belize cheque which was endorsed by Lloyd Wright for Bethel Assembly, the Defendant.
22. Pastor Daniel Grant and Mr. Vanley Jenkins also testified for the plaintiff, but did not throw any light on the shares in issue between the parties.
23. The fifth witness to testify for the plaintiff was Rosita Carla. I wondered, during the course of this witness' testimony, why the learned attorney for the plaintiff had gone out of his way to have her testify at all. The slant and thrust of her testimony did not in any way support the plaintiff's case. There was no application to treat her as a hostile witness and neither her credit nor testimony was impeached. Little wonder then, Mr. Lucas simply did not bother to cross-examine her. She testified that she is a member of the Board of the Church of Bethel Assembly, the Defendant. She said she knew Chuck Wynn (the second witness for the plaintiff the thrust of whose testimony I have already recounted) as Chairman of Unique Development Group Ltd. and that some shares were given to the Defendant, Bethel Assembly and that the gift was through Dr. Paul Jones as the agent; although she later said she did not know whose agent Dr. Paul Jones was. But that she understood that one Duncan had given up his shares to the Defendant, Bethel Assembly, through Dr. Paul Jones. She further said that Rev. Lloyd Wright who is her brother-in-law, sent her a letter in her capacity as Secretary of the Board of the Defendant, about the gift of shares. She then called a meeting to discuss the letter at which Rev. Lloyd Wright informed the meeting about the gift. She said the first gift was about BZ \$19,000.00 plus and that the second gift was something in the order of \$42,600.00. She was presumably referring to the dividends from the shares in Unique Development Group Ltd. She in fact stated that the Board was told where the money came from – from some shares that were given to Bethel Assembly, the Defendant. She also said that the gift was a share transfer certificate to Bethel Assembly in 1996, and that she

saw the certificate. She further testified that a little education centre was built in 1999 to the back of the Church, presumably the Defendant's church from part of the proceeds of the dividends.

As I said earlier, this witness' testimony was wholly unhelpful to the plaintiff's case. It confirms instead, that the Defendant was the beneficiary of gift of shares which yielded dividends.

24. **Pastor Lloyd Wright** was the only witness to testify for the Defendant. He testified that he is the pastor of Bethel Assembly, the Defendant, which was incorporated in 1970 and had been in existence since 1953, He became a member in 1956 and its pastor since 1965. He described the Defendant as a small body of people working in a poor neighbourhood where parents could not afford school fees for children, and that they run a day school and help in anyway they possibly could.

Pastor Wright further testified that eh had a meeting with Dr. Paul Jones sometime in 1993 and the latter informed him that the Duncans had given share in Unique Development Group Ltd. to the Defendant, Bethel Assembly. Pastor Lloyd Wright also testified that Dr. Paul Jones gave him the shares certificates, about five in number. He read at the back of the certificates that the Duncans were transferring their shares to the Defendant. He said he received the shares certificates (in evidence as **Exhibit CW 1- 5**). He further said there were also two documents that the Duncans had also signed in which it was stated that the Duncans had received one dollar from Dr. Jones on behalf of the Defendant in consideration of the shares of the Duncans. He then read from **Exhibits PJ 1 and 2**, attesting to the agreement to pay one dollar by Dr. Paul Jones, acting for and on behalf of the Defe4ndant, to the Duncans, in consideration of their share sin Unique Development Group Ltd., and the Duncans agreeing to transfer their shares.

Pastor Lloyd Wright also tendered in evidence **Exhibit LW 1**, which he said he also received from Dr. Paul Jones. This as I said earlier has a letter attached to it. This exhibit is the same as **Exhibits PJ 1 and 2**. This exhibit, he said, he kept together with the shares certificates (**Exhibit CW 1- 5**) until he was able to see Mr. Chuck Wynn, the second witness to testify for the plaintiff. He saw him at the Philip Goldson International Airport and he instructed him to take the shares to the law firm of Barrow & Williams. This, he said, he did and received from the law

firm Exhibit LW 2: a note acknowledging receipt from Mr. Lloyd Wright of five share certificates (No2, 2, 3, 4, 5 and 16) fro Unique Development Group Ltd. on 11th September, 1996.

Pastor Lloyd Wright also testified, as did Chuck Wynn, about exchange of the shares for land presumably owned by the Unique Development Group Ltd. But this did not materialise. Instead, he said the Defendant twice received money in respect of the shares by way of dividends. The first was by cheque in the sum of US \$9,911.72 in the Defendant's name. The second was also by cheque from the law firm of Barrow & Williams for the sum of \$42,656.18, also in the name of the Defendant.

25. Pastor Lloyd Wright further testified that early in November 2000 he received a telephone call from Dr. Paul Jones. As a result he went over to Dr. Jones' house, who then asked him if he understood what the shares he had received for the Defendant were for, as he Wright did not seem to understand. Pastor Wright testified that he then told Dr. Jones if he had any wish he could tell him and he would conveyed it to the Church, meaning, I think, the Defendant. He further testified that Dr. Jones said he was paying for scholarships for students taking the GED test, and that he would like the Defendant to meet the costs of these. Pastor Wright said he was told to contact lawyer Dons Waithe, to get the number of students involved. Nothing, evidently, came of this. Pastor Wright then testified that he later saw Dr. Paul Jones and lawyer Elrington come to his office with a summons.
26. Pastor Wright denied ever offering Dr. Paul Jones \$20,000.00 to stop him from asking for the shares. He also said that with the money received from the shares after a meeting with people in the Defendant's Church, they spent some of it to build what they called an Education Centre.
27. Pastor Wright emphatically denied ever having any discussion with Dr. Paul Jones about holding the shares in trust for the plaintiff. He said further that he got a certificate of the shares in the name of the Defendant from the law firm of Barrow & Williams. He tendered this in evidence as Exhibit LW 3.
28. This exhibit is simple but crucial, in my view, in this case. It is a share certificate No. 17 in Unique Development Group Ltd. It certifies that: *"The Church of the Bethel Assembly of God (the Defendant) is issued 505 fully paid and non-assessable shares of the capital of the company."* It is stamped with the seal

of the company and signed by the company secretary and its president (Chuck Wynn, the second witness called by the plaintiff).

29. During some withering cross-examination by Mr. Hubert Elrington for the plaintiff, Pastor Wright said that he understood the shares in question were a gift from the Duncans and that they belonged to the Defendant; he strenuously denied that Dr. Paul Jones told him the shares were for the plaintiff.
30. Before I conclude the recital of what I believe is the material testimony on the issues in contention between the parties in this case, I should mention that during the course of the trial, I inquired especially of the plaintiff's attorneys, of the availability of the Duncans or anyone of them to testify as to whom exactly they gave their shares to. They, as donors of the shares, if available to testify, would have been of tremendous help in untangling this case. The Court was therefore unaided in this crucial, decisive aspect of this case. Although this is a civil trial, and the standard of proof for the plaintiff to succeed is on a balance of probabilities, this Court was not afforded any help in this quarter that might have been furnished by the testimony from the Duncans, the donors of the shares in dispute. The fact that they live in Florida, U.S.A. is of course no bar to obtaining testimony from them. In fact, Chuck Wynn, the second witness called on behalf of the plaintiff, lives in Prescott, Arizona, U.S.A. But the Court was unaided by any testimony from the Duncans.

FINDINGS

31. I must therefore, in the circumstances, decide this case in the light of the available evidence and the applicable law and legal principles.
32. I must say that on the available evidence, the plaintiff has not succeeded in proving that the Defendant holds the 505 shares in the Unique Development Group Ltd. as "sole trustee" to transfer the said shares to the plaintiff. I am driven to this conclusion principally by the sheer weight and probative value of the material exhibits in this case.
33. The first is the set of transfer documents executed by the Duncans transferring their shares. These are in evidence as Exhibits PJ 1 and 2 and Exhibit LW 1. In these, there is no reference implied or express whatsoever, to the plaintiff. Instead, it is clearly stated that Dr. Paul Jones acting for and on behalf of the Defendant (which is expressly named in

these documents), is constituted a transferee of the shares on its behalf. Clearly, the express intention of the Duncans was to transfer their shares to the Defendant through the agency of Dr. Paul Jones.

34. As if to put the matter beyond a para-adventure, there is attached to Exhibit LW 1 a “To Whom it may concern” letter signed by Donn R. Duncan. This makes it clear that the Duncans were giving away their shares and it refers to the transfer instruments/documents and certificates. But it states crucially, if any problems were encountered, in realizing the gift of shares or the assets of the company, Rev. Paul Jones should be contacted and he would let the Duncans know what was necessary. Surely, this cannot be indicative of any intention to benefit of the plaintiff, which was only later set up in 1999 by Dr. Paul Jones.
35. I had earlier set out the text of one of these instruments of transfer. Dr. Paul Jones is expressly named as an agent, albeit, on the evidence a gratuitous agent of the Defendant, as the medium for transferring the shares to the Defendant. If it was the plaintiff that was the intended object or beneficiary, there would, at least, have been some advertence to it. In fact, from the evidence, there was a similar organization with the same acronym as the plaintiff already in existence in the U.S.A. and with whom Dr. Paul Jones was affiliated: why was the transfer not put in its name. I am not persuaded by the explanation that the Duncans wanted the gift to go to an organization outside the U.S.A.
36. I am satisfied that the Duncans in executing Exhibits PJ 1 and 2 and Exhibit LW 3 intended their shares to go to the Defendant, and not as a trustee, sole or otherwise, but as the beneficiary. This is confirmed by the letter attached to Exhibit LW 1. I cannot see how any trust can be read or implied in favour of the plaintiff from these documents.
37. The other set of documents that I think unquestionably clinch the argument in favour of the Defendant, that is, that it received and holds the shares, not in any other capacity but as exclusive beneficiary, is the set of share certificates put in evidence by Chuck Wynn, the president of the Unique Development Group Ltd. and the second witness called by the plaintiff. These are in evidence as Exhibits CW 1 – 5. The several endorsements at the back make pellucidly clear that the Defendant is the transferee of the shares. The Defendant is expressly named without any qualification. I therefore, with respect, fail to see how the plaintiff can now come forward and claim that the Defendant holds these shares on its

behalf as “sole trustee”. I am satisfied, that on the evidence, the shares were meant and intended to be transferred to the Defendant as beneficiary and not in any other capacity.

38. Moreover, all there is, is the testimony of Dr. Paul Jones that when he handed the share certificates to Pastor Lloyd Wright, he tried to get him to understand that they were actually for the plaintiff. This, I am afraid, flies in the face of the compelling evidence otherwise. This is all the more remarkable, when it is realized, that the transfer of the shares both by the documents executed by the Duncans (Exhibits PJ 1 and 2 and Exhibit LW 1) and the endorsements of transfer of the shares to the Defendant on the back of the share certificates (Exhibit CW 1 – 5), were all done in 1995, some four years before the plaintiff was in fact incorporated. If the shares were really meant for the plaintiff, or to be held by the Defendant on trust for it, there would have been some indication or evidence of this. But I find not a scintilla of evidence pointing in this direction. I cannot see how, legally or equitably, Dr. Paul Jones, who was only the transferee from the Duncans (by Exhibits PJ 1 and 2 and Exhibit LW 1) can turn round and constitute himself a donor or settlor of the shares and purport to create a trust of them in the hands of the Defendant. Dr. Paul Jones, I find, was the agent and not the donor. He cannot turn round and create, or purport to create, a trust of the shares which the donors, the Duncans, had given to the Defendant.
39. It is true that evidently the Defendant did not pay anything for the shares, and in fact they were a gratuitous or unsolicited gift from the Duncans. But I do not think this makes any difference, nor does it for that matter make them trustees of the shares, whether for the plaintiff or some other person or entity. The endorsements on the back of the shares certificates expressly designated the Defendant as the transferee or designee of the shares. These endorsements, I hold, cancelled whatever proprietary interests the Duncans had in the shares and vested them instead in the Defendant. As Turner L.J. said in Milroy v Lord (1861 – 73) All E.R. 783 at p. 789:

“I take the law ... to be well settled, that, in order to render a voluntary settlement valid and effectual, the settlor must have done everything which, according to the nature of the property comprised in the settlement, was necessary to be done in order to transfer the property, and render the settlement binding upon himself. He may, of course, do this by actually transferring the

property to the persons for whom he intended to provide, and the provisions will then be effectual; and it will be equally effectual if he transfers the property to a trustee for the purposes of the settlement, or declares that he himself holds it in trust for those purposes ... But in order to render the settlement binding, one or other these modes must, as I understand the law of this court, be resorted to, for there is no equity in this Court to protect (sic) an imperfect gift. The cases, I think, go further, to this extent, that if the settlement is intended to be effectual by one of the modes to which I have referred, the court will not give effect to it by applying another of those modes. If it is intended to take effect by transfer the court will not hold the intended transfer to operate as a declaration of trust, for then every imperfect instrument would be made effectual by being converted into a perfect trust.”

40. It is therefore, in my view, impossible to read any kind of trust whatsoever in favour of the plaintiff or any other entity other than the Defendant. Dr. Paul Jones cannot legally as an agent or transferee for and on behalf of the Defendant, turn around and purport to constitute the expressly designated beneficiary, the Defendant, a trustee for the plaintiff or change the shares in its name and possession with any trust in favour of the plaintiff.
41. I find that the Duncans expressly intended these shares to go to the Defendant. There is no trust of the shares in the name and possession of the Defendant, in favour of the plaintiff. I find no evidence for this contention. I cannot see how any trust could be read or derived from these shares in favour of the plaintiff, quite contrary to what is expressly stated in the endorsements on the back of the shares. The endorsements are clear, simple and unequivocal in favour of the Defendant.
42. Nor can I, from the position and circumstances of both the Plaintiff and the Defendant or from any course of dealing between them, if any, hold or even draw any inference, that the Defendant holds the shares on trust for the plaintiff. There is abundant evidence that the Defendant received the shares as beneficiaries in its own right and so regard them.
43. With regards to the position the Defendant finds itself in relation to the shares, it is recorded in the Holy Bible in the Book of Exodus, Chapter 16, that there appeared to fall miraculously from the sky a substance as food to the Israelites during their wandering in the wilderness: this was manna.

Today, in popular speech, manna is regarded as an unexpected or gratuitous gift.

Because the shares may appear like manna to the Defendant, unexpected and gratuitous, does not, any the less, make it the beneficiary of the shares.

CONCLUSION

44. I am accordingly, unable, for the reasons stated in this judgment, to grant any of the reliefs the plaintiff seeks in relation to the shares in the hands of the Defendant.
45. The plaintiff will pay the defendant's costs in this action in the sum of \$3,000.00.

A. O. CONTEH
Chief Justice

DATED: 24th February, 2003.