

IN THE SUPREME COURT OF BELIZE, A.D. 2002

ACTION NO. 344

(PAULA CASTILLO AND OTHERS	PLAINTIFFS/RESPONDENTS
(
(AND	
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(RAFAEL RAMIREZ	RESPONDENT/APPLICANT

BEFORE: Conteh, C.J.

APPEARANCES:

Mrs. Leisje Barrow-Chung along with Mrs. Naima Barrow-Badillo for the Applicant/Respondent.

Mr. Oscar Sabido, S.C. for the Respondent/Plaintiff

D E C I S I O N

The difficulty in this Application is that it comes in the wake of a Consent Order agreeing a settlement for claims of personal injuries and wrongful death. The parties reached a settlement and sought the consent of the Court which was granted. In granting the Order the Court expressly said that the Costs in the matter was to be agreed between the parties or taxed. The Court was induced to reach this conclusion because of the spirit of compromise that had attended the negotiations and relationship between the parties. Costs are ordinarily in the discretion of the Court to be guided by certain factors and the New Rules provide for the quantification and assessment of Costs.

Having listened to Mrs. Barrow-Chung and Mr. Oscar Sabido, S.C. I am of the view that a proper practice which is almost invariably done in this jurisdiction is that where litigants have reached a compromise to settle their claims they provide expressly for the issue of Costs often in the form that each side bears its own cost. In law, Costs are distinct and separate from the claim of the parties. This is why in addition to particularizing the claim, often by way of Special Damages and the award of Damages by way of General Damages by the Court, Costs are often claimed by the Claimant but this is distinct and separate from the cause of action giving rise to the claim. Costs are ordinarily understood to be the

Costs for prosecuting a claim or defending a claim; therefore unless there was an expressed advertence to the issue of Costs in the Consent Order that the Court was asked to approve, I feel unable to revisit the Order I granted in this particular case; that is to say, Costs to be agreed between the parties or taxed.

Counsel has not addressed me on the other aspect of the Application, that is to say, the attorney for the Respondent should be ordered to pay the Costs of this Application. The least I say on it, the better; but given my ruling on this matter, such a prayer is asking for far too much given the history and the conclusion arrived at in this matter when the parties appeared before me. It was the hope of the Court that the parties might agree on the issue of Costs but this was not to be, hence my Order that the Costs be agreed or taxed. I will therefore order no Costs for this Application.

DATED this 16th day of December, 2005

ABDULAI CONTEH
Chief Justice