

**EASTERN CARIBBEAN SUPREME COURT
GRENADA**

**IN THE HIGH COURT OF JUSTICE
(CIVIL)**

CLAIM NO. GDAHCV2018/0230

IN THE MATTER OF THE ESTATE OF COSMOS FORRESTER, DECEASED

AND

**IN THE MATTER OF THE PROBATE ACT CAP. 255 OF THE REVISED
LAWS OF GRENADA**

BETWEEN:

DICK DENISON GEORGE

Claimant

and

[1] ALAN FORRESTER

[2] KENRICK FORRESTER

(Personal Representatives of the Estate of Cosmos Forrester, deceased)

[3] DAVE GEORGE

[4] GLENIS GEORGE-ALEXANDER

[5] GLENROY GEORGE

[6] GLORIA GEORGE

[7] KEN GEORGE

[8] SONIA GEORGE-NOEL

[9] TREVOR JOHN GEORGE

Defendants

Before:

The Hon. Mr. Justice Raulston L.A. Glasgow

High Court Judge

Appearances:

Ms. Sandina Date Osei-Gyau for the Claimant

Mr. Ian Sandy and Ms. Celeste Reece for the First and Second Defendants

2025: October 21st;
November 28th; (Submissions)
2026: March 9th.

JUDGMENT

[1] **GLASGOW, J.:** This claim involves the administration of the estate of Cosmos Forrester, deceased. In particular, it is concerned with whether the deceased's

personal representatives failed to administer his estate in accordance with his last Will and Testament dated 14th October 2011 (hereafter referred to as “the Will”), and whether such failure resulted in waste of estate lands, to which the claimant is beneficially entitled.

- [2] The claimant (hereafter referred to as “Mr. George”) seeks orders compelling the first and second defendants, the personal representatives of the deceased’s estate (hereafter referred to as “the personal representatives”), to give effect to the Will and to compensate him for the alleged waste of the lands devised to him.

Brief Facts

- [3] Mr. George is a beneficiary under the Will. The relevant clause of the Will states:

“I Give Devise and Bequeath Sixteen (16) Acres of land from a larger lot at Mirabeau, St. Andrew’s known as ‘Mc Queen’ to Gloria George, Trevor George, Glenis George, Glenroy George, Sonia George, Ken George, Dennison George and Dave George in equal shares”.

- [4] The first defendant is the cousin of Mr. George and the second defendant is Mr. George’s paternal brother. The personal representatives are the named executors in the Will of the deceased, Cosmos Forrester, who died on 11th July 2012. A grant of probate was issued in the deceased’s estate on 6th September 2012 to the personal representatives.

- [5] The third to ninth defendants are the siblings of Mr. George and beneficiaries under the Will.

Mr. George’s Claim

- [6] Mr. George contends that at the time these proceedings were commenced, the estate had not been administered and that he had not been vested with his interest in the Mirabeau McQueen lands in accordance with the Will.

- [7] Mr. George further alleges that at the time of the deceased's death, the Mirabeau McQueen lands were productive, fruitful and flourishing, but that the personal representatives failed to safeguard and preserve the property, allowing it to deteriorate into an overgrown and forested state.
- [8] It is Mr. George's case that this deterioration amounts to waste for which the personal representatives are personally liable.

The Defence

- [9] The personal representatives deny that they breached their duties as personal representatives.
- [10] They contend that upon the deceased's death, the estate was indebted in the approximate sum of \$100,000.00, which indebtedness included liabilities to workers for unpaid gratuity, the Government of Grenada, the Grenada Cocoa Association, the National Insurance Scheme, Franco Chambers law firm and Wayne's Funeral Home.
- [11] The personal representatives state that there were insufficient liquid assets to immediately survey and subdivide the estate lands in order to give effect to the devises under the Will.
- [12] In an effort to discharge the debts of the estate, the personal representatives state that they initially sought to generate income from the estate, and sold a portion of estate lands at Mirabeau, St. Andrew to the National Water and Sewerage Authority (hereafter referred to as "NAWASA"). The personal representatives state that the proceeds of sale of the sum of \$91,339.50 were applied towards liquidating outstanding estate liabilities. They rely on a payment voucher dated 13th January 2015 issued by NAWASA to Franco Chambers on behalf of the estate of Cosmos Forrester.
- [13] Following the satisfaction of the estate's debts, the personal representatives state that they engaged a surveyor to prepare a plan for the subdivision of the Mirabeau McQueen lands.

[14] The personal representatives deny that the lands at Mirabeau McQueen were actively cultivated at the time of the deceased's death, and state that the lands had not been cultivated since the passage of Hurricane Ivan in 2004.

Pre-Trial Directions

[15] By order dated 5th October 2020, this court directed the personal representatives to vest the devised Mirabeau McQueen lands in the beneficiaries of the deceased, among other things.

[16] Thereafter, by indenture dated 31st May 2021, the personal representatives executed a deed of assent vesting the Mirabeau McQueen lands in the beneficiaries.

[17] On 6th December 2021, the court made a further direction that the trial proceed solely on the issue of waste.

The Evidence

Evidence on behalf of Mr. George

[18] Mr. George relied on his own evidence and that of Carl Forrester.

Mr. George

[19] Mr. George's evidence is that the Mirabeau McQueen lands were cultivated and productive after Hurricane Ivan, and remained so up until the death of the deceased.

[20] He disputes the assertion that the damage caused by Hurricane Ivan rendered the estate non-arable.

[21] Mr. George relies on receipts from the Grenada Co-Operative Nutmeg Association (hereafter referred to as "GCNA") for the period of 2009 to 2011 to

demonstrate continued production on the estate. He states that representatives of the GCNA visited the Mirabeau McQueen estate after the passage of Hurricane Ivan to tag standing nutmeg trees and to collect produce. He avers that by 2009, the estate had been restored to full productivity.

[22] Mr. George further testified that following the funeral of the deceased in 2012, he visited the Mirabeau McQueen estate and observed productive nutmeg, cocoa and mahogany trees, as well as sugarcane and other produce.

[23] He alleges that some of the mahogany trees were removed and sold from the Mirabeau Mc Queen estate after the death of the deceased. Mr. George concludes that the personal representatives mismanaged the deceased's estate, and caused waste. He also challenges the assertion that the deceased's estate was heavily indebted at the time of the deceased's death.

[24] Under cross-examination, Mr. George conceded that he could not say whether the Mirabeau McQueen estate had returned to its pre-Hurricane Ivan condition by 2012, but maintained that the land was cultivated and accessible.

Carl Forrester

[25] Carl Forrester gave evidence that he managed the deceased's lands between 2010 and 2012.

[26] He testified that while Hurricane Ivan caused significant damage, the Mirabeau McQueen lands were rehabilitated and producing at "pre-Ivan" levels by 2009. He stated that the deceased hired additional labourers, and obtained financing to return the Mirabeau McQueen to full production capacity by 2009 up until 2011.

[27] Under cross examination, Mr. Forrester accepted that a substantial portion of the nutmeg cultivation was destroyed by Hurricane Ivan, but maintained that certain areas survived and continued to produce.

Evidence on behalf of the Defendants

[28] The defendants relied on the evidence of Kenrick Forrester, John Jogie and Maximus Lazarus.

Kenrick Forrester

[29] Mr. Forrester testified that the Mirabeau lands were severely damaged by Hurricane Ivan in 2004, and that the deceased did not resume its cultivation thereafter. He claims that the deceased redirected his workers to another estate called the “Bolougne” estate. He states that 90% of the nutmeg trees at Mirabeau were damaged, and that only the remaining 10% were harvested after Hurricane Ivan.

[30] Mr. Forrester admitted to selling three mahogany trees from the Mirabeau McQueen estate to assist in paying funeral expenses. He states that he sold the trees on 15th October 2012 for the sum of \$2,000.00 to pay for the funeral expenses of the deceased.

[31] He disagreed that he failed as personal representative to do anything to sustain the value of the cultivation at Mirabeau McQueen.

John Jogie

[32] Mr. Jogie is a retired Agricultural Extension Officer who had responsibility for the Eastern Agricultural district up to his retirement in 2020. He testified that the Mirabeau lands were extensively cultivated up to the passage of Hurricane Ivan, but that almost all the nutmeg trees were destroyed by the hurricane.

[33] He stated that the deceased did not undertake significant replanting at Mirabeau McQueen but also stated that the deceased continued to cultivate nutmeg from the Mirabeau lands from the trees which remained.

Maximus Lazarus

- [34] Mr. Lazarus, also a retired Agricultural Extension Officer, corroborated the evidence that Mirabeau McQueen was not actively rehabilitated following Hurricane Ivan. He further acknowledged that some nutmeg was harvested from surviving trees.

The Submissions

- [35] The parties made detailed written submissions which the court considered in full.

Mr. George's Submissions

- [36] Mr. George relies on the case of **Colin George et al v Morriel George-Carr**¹ where Remy J., quoting from **Snell's Equity**², recited the law on personal representative's responsibility after accepting the role:

"When a person dies, whether testate or intestate, the property vested in him which is available to meet his debts and other liabilities is called his 'assets'. The task of the 'administration of assets' is the duty of his personal representatives, i.e. his executors, if he has appointed any by way of a will, and otherwise his administrators (page 909, paragraph 31-001 -Snell's Equity). The first duty of a personal representative is to take possession of the deceased's assets, or to assume control over them, as soon as he properly can (page 914, parag. 31-013 -Snell's Equity). The second duty of the personal representative is to pay the debts of the deceased (page 925 Snell's). When the personal representative has paid the debts and provided for the liabilities of the deceased, he will proceed to hand over the assets to the persons beneficially entitled..."

- [37] Mr. George in arguments referring to **Bogg et al v Raper et al**³, submits that executors are required to act diligently, exercise the appropriate standard of care, and act as prudent business persons in managing the estate. Failure to

¹ ANUHCv2006/0750

² Page 909 paragraph 31-001, page 914 paragraph 31-013 and page 925

³ 1 ITCLR 267

invest estate assets prudently or entering in speculative property deals that result in losses can constitute a breach of duty.

[38] Mr. George further submits that the inactions of the personal representatives as exemplified by the evidence of the labourers ceasing to collect nutmeg or other produce from Mirabeau McQueen estate, and the overgrowth of the land is a deliberate and intentional breach of the fiduciary duties of the personal representatives to safeguard the assets of the estate against waste.

[39] Mr. George also refers to judgment of the High Court in **Farah Jackie Theodore v Jacqueline Theodore**⁴ as follows:

“[55] The respondent was ordered by the court on 9th May, 2014 to deliver up an account by 23rd June 2014. But about one month after the deadline of the order the applicant sought an extension of 45 days to comply with the order. This was refused. However, in the decision of the court the following was quoted from Williams and Mortimer-Executors, Administrators and Probate and Gilbert Kodilinye, Caribbean Law of Trusts.

‘An executor must account for all profits of the estate of the deceased which accrue in his own time; and if he carries on trade or business of the testator the profits must be accounted for as assets.’

[56] And from Gilbert Kodilinye’s Caribbean Law of Trusts:

‘Trustees must keep accounts and produce them for inspection by any beneficiary when requested to do so. They must also, when required give beneficiaries information as to the manner in which the trust is being administered and produce for inspection title deeds and other documents relating to the trust estate. A trustee who fails to render accounts may be ordered to pay costs of application to the court made necessary by his breach of duty.’”

[40] Mr. George submits that failure to maintain cultivated lands amounts to waste to the estate, and contends that the personal representatives have failed to:

(1) Provide any accounting for the income earned in the nutmeg and cocoa harvesting at Mirabeau McQueen, or by the estate as a whole;

⁴ DOMHCV2014/0016

- (2) Produce proper accounts for the mahogany trees which were cut and sold from Mirabeau McQueen lands; and
- (3) Produce any receipts for payment of purported estate debts save for the statement of account of Wayne's Funeral Home.

The Personal Representatives' Submissions

- [41] The personal representatives submit, in reference to the decision in **Kirkman v Booth**⁵ that the general rule is that personal representatives of a testator have no authority in law to carry on the trade or business of the deceased.
- [42] The personal representatives further refer to **Williams and Mortimer on Executors, Administrators and Probate**⁶ and **Halsbury's Laws of England**⁷ to make the point that even if the executors had a duty to continue the work of the testator, the evidence in this case does not support a case of waste by the personal representatives.
- [43] Counsel in submissions argues that following the grant of probate, the personal representatives did not work the Mirabeau McQueen estate, save for picking up nutmegs from standing trees, since, following Hurricane Ivan, the production numbers of the lands were low.

The Court's Analysis and Findings

The Applicable Legal Principles

- [44] The legal duties of personal representatives are well settled. As stated in **Snell's Equity**⁸, when a person dies testate, the administration of the deceased's assets falls to any executors appointed by the will. The first duty of an executor is to take possession of, or assume control over the deceased's assets as soon as reasonably practicable. The second duty is to pay the lawful debts and liabilities

⁵ (1848) 11 Beave. 273 at page 280 per Langdale LJ

⁶ 15th Edn page 935

⁷ Vol 102 (2021) para 1038

⁸ ANUHCv2006/0750

of the estate. Only after those obligations have been satisfied does the executor proceed to distribute the remaining assets to the persons beneficially entitled under the will.

- [45] According to **Section 4** of the **Real Estate Devolution Act**⁹, a personal representative holds the real estate of a deceased person as trustee for those beneficially entitled. **Section 4** states that:

“(1) Subject to the powers, rights, duties, and liabilities hereinafter mentioned, the personal representatives of a deceased person shall hold the real estate as trustees for the persons by law beneficially entitled thereto, and those persons shall have the same power of requiring a transfer of real estate as persons beneficially entitled to personal estate have of requiring a transfer of such personal estate.

...

(3) In the administration of the assets of a deceased person his or her real estate shall be administered in the same manner, subject to the same liabilities for debt, costs, and expenses, and with the same incidents, as if it were personal estate:

Provided that nothing herein contained shall alter or affect the order in which real and personal assets respectively are now applicable in or towards the payment of funeral and testamentary expenses, debts, or legacies, or the liability of real estate to be charged with the payment of legacies...”

- [46] Upon accepting office, an executor assumes personal responsibility for the due administration of the estate. As stated in **Halsbury’s Laws of England**¹⁰:

“A personal representative in accepting the office accepts the duties of the office, and becomes a trustee in the sense that he is personally liable in equity for all breaches of the ordinary trusts which in courts of equity are considered to arise from his office. The violation of his duties of administration is termed a *devastavit*; this term is applicable not only to a misuse by the representative of the deceased's effects, as by spending or converting them to his own use, but also to acts of maladministration or negligence. The failure of a personal representative properly and formally to renounce his office may cause him to become liable for breach of his duty and negligence in failing to prevent maladministration of the estate by other personal representatives after the date of his purported resignation...”

⁹ CAP 274

¹⁰ Vol 103 (2021) para 1247

[47] However, **Halsbury's Laws of England**¹¹ makes clear that the existence of breach alone is insufficient to establish liability. Even where a devastavit is alleged, it must be shown that the breach of duty caused actual loss to the estate:

"Even where a devastavit can be established, it is still necessary to establish that the breach of duty caused actual loss to the estate, in line with ordinary principles of causation." [Emphasis mine]

[48] The nature and scope of that liability are explained in **Tolley's Administration of Estates**¹²:

"Liability to beneficiaries - breach of duty [D5.4]

Once he has accepted his office, a personal representative is personally liable for any loss to the estate resulting from a breach of duty committed by him as a personal representative. This is known as a devastavit or wasting of assets.

... For practical purposes a devastavit can be said to arise from either maladministration or misappropriation.

Other examples of a devastavit are breaches of the personal representative's duty to distribute the estate to those with a proper entitlement under the will or on intestacy, and breach of the duty to protect the estate from claims which are unenforceable. The personal representative is similarly liable if he distributes the estate to the wrong persons or pays debts which the estate does not actually owe."

[49] **Tolley's**¹³ further emphasises that this liability extends to failures to protect the estate or to distribute it in accordance with the will:

"Duty to account [D5.5]

...When required to do so by the court, a personal representative must account for the administration of the estate either generally, in an administration action, or in an action for specific relief. By this means the court can remedy any devastavits which have occurred during the administration.

¹¹ Vol 103 (2021) para 1247

¹² Simrun Garcha, LNUK Issue 67, December 2025

¹³ Simrun Garcha, LNUK Issue 67, December 2025

The usual order, for a common account, requires the personal representative to render an account of the deceased's assets which he has received in the course of the administration. This includes accounting for debts owed by the personal representative to the deceased's estate, which are treated as having been paid by the personal representative to himself in that capacity.

In the context of devastavits, the personal representative must account, if required to do so by the court, for assets which the estate would have received if those assets had not been wasted in some way by him..."

[50] The threshold for a devastavit was considered in **Re Rosenthal, Schwarz v Bernstein**¹⁴, where it was held that a personal representative commits a devastavit if he applies the assets in payment of claims which he has no right to satisfy. Moreover, a personal representative is guilty of a devastavit where loss occurs to the estate owing to his negligence¹⁵.

[51] In assessing the conduct of personal representatives, the court must also be mindful of the limits of authority. In **Kirkman v Booth**¹⁶, it was held that executors have no general authority to carry on the trade or business of the deceased unless such authority is expressly conferred by the Will. In delivering judgment, Langdale LJ stated the following:

"[T]he circumstances that the will contains no specific direction for a sale, and that the testator appears to have taken the son into partnership with him, and to have carried on the business in their joint names, gives rise to a conjecture, but nothing more, that the testator contemplated the business being carried on. This Court, however, cannot act on a bare conjecture; and I think it is, and it has been admitted to be, a rule without exception, that, to authorise executors to carry on a trade, or to permit it to be carried on with the property of a testator held by them in trust, there ought to be the most distinct and positive authority and direction given by the will itself for that purpose. Such is not the case here."

[52] Against this legal framework, the court must determine whether the personal representatives, in their administration of the deceased's estate, breached their fiduciary duties in a manner amounting to devastavit, and whether such breach caused actual loss to the claimant's devise.

¹⁴ [1972] 3 All ER 552

¹⁵ Vol 103 (2021) para 1249

¹⁶ (1848) 11 Beave. 273 at page 280 per Langdale LJ

Condition of the McQueen Lands

[53] Mr. George's case rests substantially on the proposition that the McQueen estate was a flourishing and productive agricultural holding at the time of the deceased's death in July 2012, and that the defendants' neglect thereafter caused it to deteriorate into "high woods."

[54] I do not accept this characterisation by Mr. George of the estate lands in full. The evidence establishes, and Mr. George ultimately conceded under cross-examination, that the McQueen lands were not restored to their pre-Hurricane Ivan condition by the time of the deceased's death. While some cultivation and harvesting continued after 2004, the overwhelming evidence from the agricultural extension officers, including Jogie and Lazarus, was that Hurricane Ivan destroyed the vast majority of nutmeg cultivation at Mirabeau, including McQueen, and that large-scale replanting did not occur thereafter.

[55] In addition, the receipts from the GCNA demonstrate that nutmeg was harvested in limited quantities after Hurricane Ivan. These receipts are consistent with the defendants' evidence that produce was collected from standing or surviving trees, rather than from a fully rehabilitated or actively managed estate.

[56] I therefore find that, at the time of the deceased's death, McQueen was partially productive but substantially diminished and was not a fully functioning agricultural enterprise capable of generating significant income without substantial reinvestment.

Conduct of the Personal Representatives Regarding Estate Debts

[57] The evidence establishes, and this court accepts, that the estate was indebted at the date of the deceased's death. While Mr. George disputes both the quantum and existence of certain debts, I find that some estate liabilities were properly established, while others were not. In that regard, the personal representatives assert that upon assuming office, they discovered debts in the

approximate cumulative sum of \$100,000.00 allegedly owed to workers for unpaid gratuity (\$18,149.00), the Government of Grenada in respect of a soft loan (\$28,314.58), the Grenada Cocoa Association (\$2,200.00), the National Insurance Scheme (\$354.67), Franco Chambers (\$28,767.00) and Wayne's Funeral Home (\$40,493.43). Notwithstanding this claim, the personal representatives have only put before the court evidence that the following debts existed:

- (1) Wayne's Funeral Home in the sum of \$40,493.40, which was discharged on 18th April 2013; and
- (2) An Agriculture Enterprise Development Programme loan in the sum of \$30,500.00, with an outstanding balance of \$28,314.58 as at 22nd September 2012.

[58] No evidence was provided to substantiate debts claimed concerning the unpaid gratuity of estate workers, the Grenada Cocoa Association, the National Insurance Scheme or Franco Chambers. In the absence of supporting documentation, I am unable to accept that these liabilities existed or were payable by the estate.

[59] The evidence further establishes that shortly after the deceased's death, Mr. Forrester sold three mahogany trees from the Mirabeau McQueen lands for the sum of \$2,000.00, the proceeds of which were allegedly applied towards the payment of the deceased's funeral expenses. Mahogany trees were also sold from estate lands in Claboney, however, these lands are not the subject of contention between the parties.

[60] While I accept that funeral expenses constitute a lawful first charge on the deceased's estate, the payment of funeral expenses does not confer an unfettered discretion on the personal representatives to dispose of estate assets. The sale of the mahogany trees must be justified by necessity and accompanied by proper accounting. In this case, no valuation of the mahogany trees was provided, no evidence was adduced that alternative estate assets were unavailable, and no contemporaneous account was produced demonstrating the precise application of the proceeds of the sale.

- [61] The personal representatives further rely on the sale of estate lands to NAWASA in 2015 as justification for the discharge of all of the estate debts, including the funeral expenses. However, the evidence establishes that the debt owed to Wayne's Funeral Home had been fully satisfied by April 2013, through receipt dated 18th April 2013 to Mr. Forrester for payment in the amount of \$2,493.12, described as "final payment on account of funeral expenses of Cosmos Forrester". Moreover, apart from the averments made by Mr. Forrester, there is no documentary evidence establishing the payment of the balance of the Agriculture Enterprise Development Programme loan, following the deceased's death. The receipts relied on by Mr. Forrester are receipts dated prior to the death of the deceased, and therefore not relevant to this court's analysis.
- [62] Although I am prepared to accept that the proceeds of sale by the personal representatives of the Mirabeau McQueen lands may have been used to discharge proven debts of the estate, no reason, credible evidence or explanation was given as to why the sale of the estate lands was necessary. Mr. Forrester's evidence is that although the Mirabeau McQueen lands of the deceased suffered damage following the passage of Hurricane Ivan, some lands remained productive.
- [63] There is evidence before the court of cocoa production of lands in Paraclete St. Andrew, in the form of receipts of payments made by the Grenada Cocoa Association to the deceased up to the year 2011. There is also evidence of sales of nutmeg from Paraclete, and "G.C.S". in Nutmeg Producer's Book of the deceased for the years 2011 to 2015, 2017 to 2018 and 2021. This evidence collectively undermines the assertion that the sale of the Mirabeau McQueen lands was a necessary step in the administration of the estate. While the personal representatives claim that the proceeds were applied to settle debts, they have provided no credible justification for why liquidation of the land asset was required. This finding is particularly relevant in circumstances where portions of the property remained productive after Hurricane Ivan.
- [64] The great difficulty in this case is that it has not been demonstrated by the personal representatives how the disposal of these assets benefitted the estate.

The court is unable to assess what the personal representatives of the estate of the deceased did with the estate, given that they did not comply with court order dated 5th October 2020, whereby I directed the personal representatives to file a report on or before 6th November 2020 outlining an account of their dealings with the estate and addressing the complaints made by Mr. George about the handling of the affairs of the estate. There is no record before this court that there was compliance with that order.

[65] While the payment of lawful estate debts does not, in itself, constitute a devastavit, the inadequately justified disposal of estate assets amounts to a misapplication or maladministration of estate assets. I am therefore of the view that the conduct of the personal representatives amounts to a devastavit, in accordance with principles established in **Re Rosenthal, Schwarz v Bernstein**¹⁷.

[66] In keeping with the principles recited from **Halsbury's Laws of England**¹⁸ above, even though it is found that the personal representative have breached their duty to properly manage the assets of the estate, it is necessary to show that the mismanagement has caused actual loss to the estate. Therein lies the difficulty in this case. Although I have found that the conduct of the personal representatives amounted to maladministration and constituted a devastavit in principle, there is hardly sufficient material presently before the court, that the sale of the mahogany trees and the Mirabeau lands were done at an undervalue, or that the estate suffered any quantifiable loss. The lack of material does not fall on Mr. George's shoulders. He was not the person reposed with the responsibility of managing the estate after his father died.

[67] As fiduciaries, the personal representatives bear the obligation to account for all assets received and to demonstrate their due and proper application. It is they who are tasked with producing the material so that the court can properly assess whether or not actual loss occurred by their handling of the deceased's estate. The absence of proof arises in circumstances where the personal representatives were ordered by this court to render a proper account of their

¹⁷ [1972] 3 All ER 552

¹⁸ Vol 103 (2021) para 1247

dealings with estate assets and have failed to do so. They have presented no satisfactory account of how the proceeds of the sale of mahogany trees and estate lands were applied by the personal representatives. The court cannot speculate in the absence of such evidence.

[68] In view of the foregoing matters regarding the management of the deceased's estate, it is my finding that the estate has suffered compensable loss as a consequence of the disposal of the mahogany trees and the estate lands.

Order

[69] Accordingly, it is therefore found and ordered as follows:

- (i) The estate of the deceased, Cosmos Forrester has suffered loss as a result of the personal representatives' mismanagement by the sale of the mahogany trees and the sale of the Mirabeau lands;
- (ii) The personal representatives are to reimburse the deceased's estate all the sums raised by the sale of the mahogany trees and sale of the lands at Mirabeau at 6% per annum from today's date until payment in full;
- (iii) The claimant is awarded costs of \$4,000.00.

Raulston Glasgow
High Court Judge

By the Court

Registrar