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JAMAICA

IN THE COURT OF APPEAL

SUPREME COURT CIVIL APPEAL NO. 36/85

BEFORE: THE HON. MR. JUSTICE ROWE - PRESIDENT  
THE HON. MR. JUSTICE CAREY, J.A.  
THE HON. MR. JUSTICE DOWNER, J.A.

BETWEEN: WILLIAM FARQUHARSON  
LINNETTE FARQUHARSON

DEFENDANTS/APPELLANTS

A N D : FLORENCE J. BAKER  
VELMA VERONICA MILLER  
JOAN ELAINE NUGENT

PLAINTIFFS/RESPONDENTS

H. Edwards Q.C. Instructed by Enoch Blake  
for Appellants

Patrick Brooks for Respondents

April 11, 1988

ROWE P.:

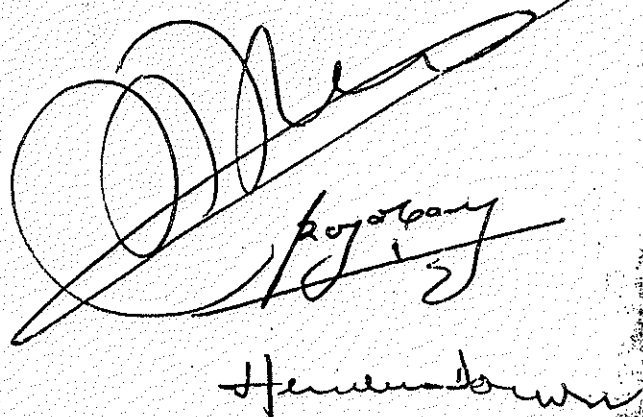
This is an appeal No. 36 of 1985 between William Farquharson and Linnette Farquharson as the appellants and Florence J. Baker, Velma Veronica Miller and Joan Elaine Nugent as the plaintiffs/respondents.

The case arose out of a failure by the defendants to honour a contract which they made with the plaintiffs in 1980 to sell a house at Bromley Avenue in St. Andrew. Many of the contracts made at about that time have given considerable trouble in these Courts, as many vendors regretted their ill-fated bargains. That did not arise as evidence in this case but the Court notes that these cases have arisen from time to time with a regularity which cannot be overlooked.

The plaintiffs did everything that they could to keep their side on the bargain and the defendants did not conclude. The matter came before Mr. Justice Harrison and he ordered that there be specific performance subject to Exchange Control permission.

The defendants did not apply to the Bank of Jamaica in the form in which they should, and did not give the information which the Bank required before they could get permission to take their money out of Jamaica and so the matter came back before Mr. Justice Malcolm who ordered that there be a Vesting Order vesting the property in the name of one of the plaintiffs only. The defendants now complain that the vesting of the property in one name only was wrong, because in their view, so Mr. Edwards said, this was a variation of the Order made by Mr. Justice Harrison and that Mr. Justice Malcolm, being a Judge of co-ordinate jurisdiction, would have no jurisdiction to vary the Order made by Mr. Justice Harrison.

In our view what Mr. Justice Malcolm was doing was merely working out the Order made by Mr. Justice Harrison. Here were persons who had obtained a judgment for specific performance of their contract and they were entitled to ask that conveyance be made into the name of any person they chose. They were the equitable owners and they were entitled by virtue of Mr. Justice Harrison's judgment to call for a transfer of the title. We can see absolutely no point in the argument raised by Mr. Edwards and we thank him for his close and short argument, nevertheless, the appeal is dismissed, with costs to the respondents to be agreed or taxed.



Handwritten signature of Lord Denning, with the name "Denning" written below it.