



CARIBBEAN COURT OF JUSTICE

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PORT OF SPAIN

REPUBLIC OF TRINIDAD AND TOBAGO

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MEDIA RELEASE

(For immediate release)

No. 33:2019

28 November 2019

CCJ DISMISSES APPEAL IN VACATION RENTAL MATTER

Port of Spain, Trinidad and Tobago. In a judgment released today, the Caribbean Court of Justice (CCJ) dismissed the appeal in the matter of **David Brooks v Alistair Lindsay Morris (The Executor of the Estate of Henry Newitt, Deceased)** [2019] CCJ 17 (A.J) and ordered that costs be paid by the Appellant.

Mr. Brooks agreed to rent Mr. Newitt's Desert Rose, a luxury villa in Holetown, Barbados, from 13 to 28 December 2005 for a cost of US\$11,750. Mr. Brooks paid both the 25% deposit and the balance of the fee eight (8) weeks prior to his family's arrival at the villa, as required by the agreement. Upon arrival, however, Mr. Brooks alleged that Desert Rose was unfit for occupation, and his family elected to vacation elsewhere. He demanded the return of his money, but Mr. Newitt refused, instead offering to rent Desert Rose to someone else and give Mr. Brooks the proceeds from any such rental. Mr. Newitt was able to rent Desert Rose for a few days for Bds\$5,000 and he gave a cheque in this amount to Mr. Brooks but cancelled it before Mr. Brooks could cash it.

In her judgment dismissing Mr. Brook's claim for breach of contract, Mme Justice Margaret Reifer found that the villa was fit for occupation and that, as it was Mr. Brooks who had breached the contract, he was not entitled to damages. She did, however, order that Mr. Newitt pay Mr. Brooks the Bds\$5,000 received as rent during the period paid for by Mr. Brooks, with interest. The Court of Appeal, in dismissing the appeal of Mr. Brooks, agreed with Mme Justice Reifer and rejected another argument raised by Mr. Brooks that the maximum amount to which Mr. Newitt was entitled was the 25% deposit. The Court of Appeal held that the 25% deposit was a reasonable amount of money given to secure the performance of the contract and not liquidated damages agreed or fixed by the parties.

Mr. Brooks appealed to the CCJ, now accepting the decision of the Court of Appeal that he had wrongfully terminated the contract but asserting that the damages he was liable to pay was limited to the 25% deposit. In the majority opinion, Mr. Justice Wit held that neither party had breached the contract, thus there was no liability for damages. In a concurring opinion, Mr Justice Anderson agreed with the Court of Appeal in finding that it was Mr. Brooks who had breached the contract and that Mr. Newitt was entitled to the sum he would have received if the contract had been fully performed, which was the entire rental fee inclusive of the deposit.

The Court, therefore, unanimously dismissed the appeal and ordered costs to be paid by the Appellant as agreed by the parties.

The full judgment of the Court and a judgment summary are available on the Court's website at www.ccj.org.

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About the Caribbean Court of Justice (CCJ)

What is the CCJ?

The Caribbean Court of Justice is a unique court because it functions as two courts in one. In its original jurisdiction, it protects the rights of countries, businesses and citizens of the CARICOM nations under the Revised Treaty of Chaguaramas. In its appellate jurisdiction it serves as the final court of appeal for a growing number of nations.