

TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

H.C.A. NO. Cv.1756 OF 1998

B E T W E E N:

PRAMAN SURESH MAHARAJ
(Trading as P. S. MAHARAJ SERVICE STATION) **PLAINTIFF**

AND

TRINIDAD AND TOBAGO NATIONAL
PETROLEUM MARKETING COMPANY LIMITED **DEFENDANT**

BEFORE THE HON. MR. JUSTICE STOLLMAYER

Appearances:

Mr. A. Fitzpatrick and Mr. J. Aboud for the Plaintiff

Dr. F. Ramsahoye, S.C. and Mr. A. Ramlogan for the Defendant

REASONS

The application for determination is the Plaintiff's Summons of 15th August 1998 to continue certain injunctions granted ex parte on the 14th August 1998 to the Plaintiff. Those injunctions are as follows:

"(a) restraining the Defendant its servants and/or agents or howsoever otherwise from ejecting, evicting or otherwise dispossessing the Plaintiff from All and Singular the premises situate at 15-16 Hollis Avenue, Arima, (hereinafter called "the said service station") and/or from in any way whatsoever interfering with the Plaintiff's quiet use and enjoyment of the said service station.

(b) restraining the Defendant its servants and/or agents from withholding and/or discontinuing the supply to the said service station of any of its products including petrol and diesel fuel ordered in accordance with the terms of the written agreement dated 18th February 1993."

The order made was that these injunctions continue until hearing and determination of the Summons now before me.

The Plaintiff is the operator of a gas station at 15-16 Hollis Avenue, Arima. These premises were at one time owned by the Plaintiff's father and have been used as a gas station since 1946, first for the sale of Texaco products and then from some time in the 1960's as an operator for Texaco, the premises having been sold to that company by the Plaintiff's father.

From some time around 1972 when the Defendant acquired the premises, they were used by the Defendant's father as an operator for or of the Defendant. The Plaintiff took over management of the gas station from his father in 1973 and in 1993 became the operator in his own right, entering into a written agreement with the Defendant dated 18th February 1993. For the purposes of brevity I refer to this document as "the Lease."

Both the Plaintiff and the Defendant spent money on the premises between 1992 and 1997. The Defendant carried out extensive repairs and the Plaintiff installed air conditioning units and other fixtures, as well as painting the premises. He claims also to have constructed a storeroom. The relationship between the parties continued on an amicable basis, i.e. without any disputes, apparently even after the Plaintiff and other gas station owners or operators (to whom I refer as "Dealers"), until such time as they learnt of the Defendant's intention to "*Restructure the existing service station network*" although there were concerns, understandably, as to the futures of various of the Dealers.

As among the Dealers, meetings were held and their positions, both collectively and individually, were discussed. At some time, it is difficult to say exactly when, the Plaintiff became concerned at the prospect of losing his operatorship. There was correspondence between the Petroleum Dealers Association, which is an Association formed for the purpose of looking after the interests of Petroleum Dealers and of which the Plaintiff is a member, on behalf of its members and the Defendant, as well as there being at least one meeting on the 26th March 1998. One of the issues raised as between the Dealers, the Petroleum Dealers Association and the Plaintiff on the one hand, and the Defendant on the other, was the question of options to renew operating leases, such as the Plaintiff's lease, such an option being apparently set out only in the leases of some, but not all Dealers. With respect to these options, the Defendant adopted a position by the 26th March 1998 at latest that they were void for uncertainty. Prior to that date, however, the Defendant had adopted a position, vis-à-vis the Plaintiff, that his lease would expire by effluxion of time at the end of February 1998.

By letter of 11th February 1998, **Exhibit "P.S.M. 3"** attached to the Plaintiff's Affidavit of 14th August, the Defendant offered the Plaintiff a ". . . new Agreement to Lease . . ." with effect from the 1st March 1998 on basically the same terms as the Lease, but terminable by either party on four weeks written notice. Obviously, the same position must have been put to other Dealers because the Plaintiff and

certain other of these Dealers responded through Miss N. D. Alfonso by letter of 28th February 1998, **Exhibit 'P.S.M. 4'**, saying that they wished "*. . . to seek Counsel's advice*" and asking that the deadline for accepting the offer of 12th February 1998 be extended for forty-five days.

On 27th February 1998 the Defendant wrote to the Plaintiff, **Exhibit 'P.S.M.5'**, referring to this letter of 20th February and agreeing to extend the time "*. . . entirely without prejudice to its rights,*" that is, the Defendant's rights. This letter also says that no further rent would be accepted until the Plaintiff either accepted the new lease or delivers up possession of the premises, all in keeping with the Defendant reserving its position or putting forward proposals entirely without prejudice.

On 12th March 1998 the Defendant's Attorney, or their then Attorneys, wrote to the Plaintiff's Attorney **'Exhibit P.S.M.6'**. This letter, inter alia, refers to the extension of time granted in and by the Defendant's letter of 27th February, and agrees that the Defendant will supply product up to the 17th April 1998. It suggests that a meeting be held to see if "*the matter can be consensually resolved.*" On 13th March 1998 the Defendant itself wrote direct to the Plaintiff confirming continuation of supply of petroleum products up to the 17th April. The proposed meeting took place on 26th March and was attended by the Plaintiff, the Defendant, through its representatives, their respective Attorneys, the President and

the Vice President of the Petroleum Dealers Association and two other Dealers. The issue of the option was discussed, as indeed were other matters, and all present concerned expressed a desire to resolve various issues while reserving their various positions.

By letter of 15th April, **Exhibit 'P.S.M.9'**, from the Defendant's Attorney to the Plaintiff's Attorney, a further extension of time for the supply of product was given, this time up to the 22nd May 1998, in favour of various Dealers, including the Plaintiff. On May 21st 1998 the Defendant wrote to the Plaintiff's Attorney, **Exhibit 'P.S.M.10'** sending to her a copy of a notice to quit of the same date, the original of which had presumably been sent to the Plaintiff. This letter says "*Negotiations for entry into a new agreement have met with failure*" but that the Defendant was willing to endeavour continuing the supply of product up to the date of delivery of possession.

On the 26th June 1998 the Plaintiff's Attorney wrote to the Defendant **Exhibit 'P.S.M.11'** saying that by a memorandum dated 4th August 1997, which the Plaintiff says was sent by facsimile transmission to the Defendant on or about 5th August, 1997, the Plaintiff exercised his option to renew the lease under the terms of the Lease. A copy of this memorandum was sent to the Defendant, supposedly by facsimile, on 30th June, 1998, **Exhibit 'P.S.M.12.'** On 16th July 1998, **Exhibit 'P.S.M.12.'**, the Defendant wrote to the Plaintiff saying that the

memorandum of 4th August 1997 was received on 3rd July 1998 and was not accepted as being a valid exercise of the option. That letter goes on to say that the Defendant's "*Retail Sales Staff*" verifies that "*no such document was ever received on or around August 1997*" and that the Lease was being treated at an end. A further notice to quit was also sent, this one to expire on the 15th August 1998.

From all of this, there can be easily distilled the principal issue. To my mind there is very little doubt that the issue at the heart of this matter is whether the provisions of Clause 20 of the Lease creates a valid option in favour of the Plaintiff and, further, for the purposes of determining this application, that this constitutes a serious issue. After all is said and done, it lies at the heart of and is the very basis of the Plaintiff's claim.

There is perhaps a narrower issue, and that is whether the option was validly exercised. The first of these issues, i.e. as to whether there was a valid option, is primarily an issue of law, and the second issue is primarily one of fact. In other words, did the Plaintiff as he alleges send the notice of the 4th August 1997 to the Defendant by way of a facsimile transmission on or around the 5th August 1997.

It is perhaps instructive to look at the wording of this contentious Clause 20. It reads as follows:

“Where the Tenant (a) has observed and performed the covenants contained in the lease and in particular has paid the rent on or before the time specified in the lease, and (b) gives the Landlord notice in writing of his desire to renew the lease not less than six months before the end of the lease, and (c) agrees to pay the Landlord’s costs, the Landlord covenants with the Tenant to grant to the Tenant a lease of the Premises for a further term of five years from the effluxion of the present term subject to the covenants contained in this lease except this covenant to renew and at a rent to be agreed between the parties.”

I do not think it necessary to do more than refer to Clause 43 of the agreement, which deals with arbitration, and say that the contention here is really whether in the event of the parties not agreeing a rent, the matter should be referred to arbitration.

Dr. Ramsahoye sought to persuade me that as against the Plaintiff’s assertion that he did so send this memorandum or notice exercising the option, there is a “*preponderance of evidence*” that the facsimile transmission was not made. He concedes that “*there is an awful dispute or controversy about*” this issue, because the evidence as a whole shows that it was not in fact done, and to find that the facsimile was sent would be unreasonable. This Court, he submits in effect, should conclude that no facsimile transmission was made, thus removing the entire foundation of the Plaintiff’s case and that consequently, not only should the

injunctions be discharged and an inquiry into damages be ordered, but that the Plaintiff's action itself should fail altogether.

The evidence before me, submits Dr. Ramsahoye, shows this option claimed by the Plaintiff was never at any time raised in the correspondence between the parties, or between their respective Attorneys, until 26th June 1998, when the Plaintiff's Attorney, Ms. Alfonso, wrote to the Defendant for the attention of its Chief Executive Officer, Mr. George Sun, bringing it and its exercise to the attention of the Defendant for the first time. Nor, he submits, is the Plaintiff's option referred to in the Minutes of the meeting held on 26th March 1998, which as I have said was attended by the Plaintiff, representatives of the Petroleum Dealers Association, the Defendant and Attorneys representing both sides. Indeed, Dr. Ramsahoye points out an observation made at that meeting by Mr. Roderick Pillai that the Plaintiff's status had been reduced to that of a squatter, and that in all those circumstances, how could any question of an option, or an option being exercised, arise, and how in those circumstances could the Plaintiff claim to have a new lease, or be entitled to any new lease. Further, he submits, that the Plaintiff has not provided any evidence in support of his "*bare allegation*" that the facsimile was sent by way of producing, for example, the transaction record which would be produced by the facsimile machine used to transmit this particular notice or memorandum to the Defendant.

There is of course merit in all that Dr. Ramsahoye submits in this regard but, first, it would have been open to the Defendant to produce the transaction record for its own facsimile machine to show that no such transmission had ever been received. Second, it is well known that different makes and models of facsimile machines may not all necessarily produce the same information in or on a transaction record. Some will produce details of transmission only, some of both transmissions and messages received. It would seem prudent to me that enterprises in the wider commercial world would have machines to produce both records of transmission and reception, particularly where such enterprises enter into agreements which specifically provide for notices under contracts to be given and received by facsimile transaction.

Third, the correspondence passing between the parties, their Attorneys and the Minutes of the meeting of 26th March indicate that the Plaintiff, as well as other Dealers, had been in discussions as to their respective future positions for some time, and that the state of their relationship or relationships during the period in question was, if I might so express it, "troubled". That of course refers to their relationships with the Defendant. There was a decided lack of consensus as between the Dealers on the one hand and the Defendant on the other. There was an element of unhappiness on both sides and understandably so, and it is to be understood readily why the Defendant, at any rate, choose to reserve its position.

Examples of the parties reserving the position, particularly the Defendant, can be seen from the correspondence.

Fourth, the Minutes of that meeting which are unconfirmed, but which were prepared by one of the Defendant's employees, if not their legal advisors, clearly show, in my view, that the question of options to renew was a live issue at that time. It is an issue raised by Mr. Hosein, Attorney-at-Law, who was there on behalf of the Dealers at the start of the meeting and at the end of the meeting he suggests that this very matter be researched and authorities exchanged. It is also the subject of mention by Mr. Seepersad, one of the Attorneys advising the Defendant, who raises this matter saying that it had only been "*recently discovered*" by the Defendant that the option is "*void for uncertainty.*" He is also reported later in the meeting as saying that it was "*more important to examine firstly those dealers . . . who have exercised their option . . . and . . . those who have not . . .*" To my mind, the question or issue of options to be exercised and the exercise of those options was a live issue at that meeting, and at least up to that time. It was open to the person taking notes at that meeting to make mention of any specific options which had arisen for discussion, if indeed there were any such individual options discussed. If such a discussion took place, it was not recorded. There were several Dealers present at that Meeting, as well as the President and Vice-President of the Petroleum Dealers Association, and it is also apparent that some at least of the discussions taking place at that time, apart from this Meeting and the

correspondence, was based upon a group representation as to the position of Dealers generally.

Fifth, there are expressions on both sides of the desire to work together to find an amicable solution, both at that meeting and in the correspondence.

All of this goes to show that the question of option was, as I have said, a live issue. As to whether the Plaintiff's option was a subject of specific discussion is not known. But it would seem to me that given this element of group representation and of the putting forward of the position on behalf of more than one Dealer at the same time, some of whom it would appear from the Minutes of that very meeting had options to exercise while others may not have had such an option, all serve to do one thing, and that is clearly indicate that the issue had not gone away.

All of this should not be taken as my saying or concluding that the memorandum or letter of the 4th August 1997 was transmitted by facsimile as the Plaintiff says it was. What I do say, however, is the position is not quite as clear-cut as Dr. Ramsahoye would seek to persuade me. It may or may not be that the Plaintiff's option became submerged or put aside in the discussions of the common cause, or in the discussions and correspondence between the Plaintiff and the Defendant as to his personal position. I make no finding as to that, nor do I make any finding as to whether that facsimile transmission was sent or not. That is not for this Court to do

at this juncture and I do not wish to appear as pre judging the issue or as seemingly to setting the pace for a trial court. That is an issue of fact for a trial court to determine, and it may well be assisted in this regard by either or both the Plaintiff for the Defendant producing further evidence from either their own records or from those records of those providing telecommunication services in this country. What I do say is that this issue is in my view open for determination, as is the question of whether there was a valid option capable of being exercised which underlies the actual exercise of any such option.

In **Mothercare Limited v. Robson Books Limited (1979) F.S.R. 466** at Page 474 Sir Robert Megarry, V.C. said:

"The prospects of the plaintiff's success are to be investigated to a limited extent, but they are not to be weighed against his prospects of failure. All that has to be seen is whether the plaintiff has prospects of success which, in substance and reality, exist. Odds against success no longer defeat the plaintiff, unless they are so long that the plaintiff can have no expectation of success, but only a hope. If his prospects of success are so small that they lack substance and reality, then the plaintiff fails, for he can point to no question to be tried which can be called 'serious' and no prospect of success which can be called 'real'."

And, in the words of Megaw L.J. in **Alfred Dunhill Limited v. Synoptics S.A. (1979) F.S.R.** at Page 373:

“It is irrelevant whether the Court thinks that the plaintiff’s chances of success in establishing liability are 80% or 20%.”

In my view, there exist here prospects of the Plaintiff succeeding at trial. Those prospects are certainly better than a hope. They, in my view, contain substance and reality. Consequently, in my view, there is a serious issue to be tried.

As to whether damages are an adequate remedy I have less difficulty in coming to a conclusion. I am not persuaded, as Dr. Ramsahoye seeks to accomplish, that Clause 4 of the Lease, and Sub-Clauses 4 (2) and 4 (3) in particular, cater for termination in the present situation, and further that they set out an agreed formula for compensation. Sub-Clauses 4 (2) and 4 (3) read as follows:

“4 (2) Where the Landlord is required or desires to cease the operation of a filling and service station upon the Premises the Landlord covenants with the Tenant to give to the Tenant the maximum notice in writing permitted by circumstances then prevailing and on the expiration of the notice the lease absolutely determines.

(3) (a) Where the lease determines under the provisions of either of the last two preceding sub-clauses, the Landlord covenants with the Tenant to pay to the Tenant a sum of money calculated according to the provisions of paragraph 4 (3) (b).

(b) The sum of money referred to in paragraph 4 (3) (a) is to be paid for each month of a period beginning with the month after the month of the determination of the lease and continuing until and including the month in which the lease would but for the notice expire and such sum of money is to be equal to one twelfth (1/12) of the trading profit of the filling and service station on the Premises as shown in the audited accounts of the filling and service station for the year preceding the year of the determination of the lease.”

It has been submitted on behalf of the Defendant that the words of Sub-Clause 4 (2) " where the Landlord desires to cease the operation of a filling and service station " include an instance in which the Defendant wishes to take possession of a gas station, however temporarily, for the purpose of constructing a new and larger operation thereon, even if that new and larger operation includes a gas station as part of its redevelopment, and that this is a situation contemplated by Clause 4 (2) .

With respect, I do not agree. Placed in the general context of Clause 4 (2) it seems to me that a closure with an air of finality to it is what is being provided for. Not a temporary closure to permit redevelopment. That certainly would be in consonance with the first instance for which it seeks to cater, which is where the landlord is required (emphasis mine) to cease the operation of a filling and services station. Further, I do not see how the Defendant can rely on this provision, in any

event, when regard is had to the notice period for termination which is set out there, and the manner in which the Defendant sought to terminate the Plaintiff's use and occupation of the premises. Manifestly, the Defendant cannot be relying on this Clause as the basis upon which it seeks to bring its relationship with the Plaintiff to an end. No mention is made of this in any of the correspondence or Minutes of the meeting to which I have already referred.

In relation to the grant of an injunction the question which arises might really be best expressed as follows:

"Is it just in all the circumstances that a Plaintiff can be confined to his remedy in damages" See **Evans Marshall v. Bertola** (1973) 1 W.L.R. 349 per Lord Justice Sachs at Page 379.

This passage has been cited with approval in **Civil Appeal 211 of 1997, Jetpak Services Limited v. B.W.I.A. International Airways Limited** at page 11, per de la Bastide C.J.

The Plaintiff in the present case lays claim to a five-year lease and to the operation of a gas station which is agreed by the parties to be a "front-line" gas station. He has invested money in it. It has been a family business for some fifty years. The market is opening up or, better expressed, it is due to open up. There are questions of goodwill and trade reputation insofar as the Plaintiff is concerned, both

of which are at best difficult to quantify. It is the beginning of a five year arrangement and not the last nine months of a three year agreement, as was the situation in the *Jetpak Services Case*. This case is in my view one properly to be approached with regard to the decisions in *Cayne v. Global Natural Resources P.L.C. (1984) 1 ALL. E.R. 225* and *Films Rover International Ltd. v. Canon Film Sales Limited (1987) 1 W.L.R. 670* and by asking the question of whether the greater risk of injustice lies in the continuing or discharging of the injunctions granted ex parte on the 14th August 1998.

In my view, and with the greatest deference to the Defendant's Senior Advocate's submissions, I have come to the conclusion that the greater risk of injustice must fall upon the Plaintiff if these injunctions are not continued. I appreciate that the Government's demonopolization policy is due for implementation by the year 2000 but we do not know, of course, with any certainty that it will materialise then. I also understand and appreciate that the Defendant may wish to upgrade this particular gas station in order to "*meet the competition when it arrives.*" I have also taken into account that the Defendant by not having this gas station to do with as it wishes, may, and I stress may, not be as profitable an operation on the whole as it might be. It may well be, also, that this particular gas station is now a losing proposition to the Defendant. I find it difficult to accept, however, that the consequences of not having this particular gas station ". . . *would be quite devastating resulting in the predictable progressive decrease in revenue and*

eventual closure of the Defendant, with the attendant social and economic crisis in employment and loss of government revenue.” I appreciate also, that the Defendant might, even now as I have said, be suffering losses in respect of this gas station, and that these losses may continue, but that need not necessarily be so.

At the same time, however, if these injunctions are not continued, the Plaintiff will, on what is before me, be closed down. There is not in his case just the prospect of the possibility of eventual closure. It is a certainty. The very substratum of the business which the Plaintiff now operates will be removed.

Also in support of the submission that the balance of convenience lay against the Plaintiff, and that there was a greater risk of injustice to the Defendant by continuing these injunctions, it was submitted that the Plaintiff is estopped *per rem judicatem* from asserting the existence of a new lease because of the previous decision of Archie J. in these proceedings relative to the stay of these proceedings, the application for a stay and the controversy over reference to arbitration.

There was also a submission that the Plaintiff is estopped by an implied representation that he was not claiming he had a new five year lease, but continued to negotiate an interim arrangement following expiry of the lease.

It was been submitted that the Plaintiff waived any right he had to a new lease by accepting the indulgences proffered by the Defendant in relation to extensions of time and the supply of products, and that it is consequently neither just or convenient to grant an injunctive relief to the Plaintiff and, further, that the Plaintiff is not entitled to injunctive relief having waited until the 14th August 1998 to seek it.

Dr. Ramsahoye made me to understand that these submissions were being raised only so that the Court could assess the risk of injustice occurring if the injunctions were continued, and so that the Court could see the likelihood of greater injustice falling upon the Defendant if it were made to wait to get back its property. I do not, however, see that they assist in determining that particular question, at least insofar as in favour of the Defendant. The Plaintiff's potential losses may not be as large as those of the Defendant if looked upon strictly in terms of the dollars and cents to be lost because of the obviously very wide divergence in the scale of their respective operations, their respective revenues and, presumably, their respective profits. But in terms of the final effect on the Plaintiff, as compared to the final effect on the Defendant, then it would seem to me that the Plaintiff stands to lose a great deal more and a great deal more, quickly, and a great deal more definitely, than the Defendant.

As to the issue of the terms of the actual injunctions which were granted, paragraph A of the Order of 14th August 1998 is clearly prohibitory in its terms and effect and

does not present any difficulty in so far as the exercise of the Court's discretion is concerned. In my view, it satisfies all of the various tests required for the grant or the continuance of a prohibitory injunction.

Paragraph B of that Order is, says Dr. Ramsahoye, mandatory in effect, even if not in form, and must be approached differently. Mr. Fitzpatrick, however, submits that without this Order, the order contained in Paragraph A is of no real practical use or purpose.

Both submissions are, in my view, correct. As a general rule a mandatory injunction will not be granted unless the Court feels a high degree of assurance that the Plaintiff will be able to establish his right at trial. In the *Films Rover International Case* Hoffman J. came to the conclusion that essentially the same test should be applied where both mandatory and prohibitory interlocutory injunctions were being sought, and which carries the higher risk, grant or refusal. That, as the Court of Appeal said in the *Jetpak Services Case* necessitates some assessment of the Plaintiff's chances at trial. In the present case, unlike the *Jetpak Services Case* it might not be said, on what is now before the Court that the Plaintiff has an excellent chance of succeeding at a trial. That will depend on what evidence the Plaintiff can adduce as to the exercise of the option. Obviously, if that evidence is forthcoming, then, as Mr. Fitzpatrick submits, the Plaintiff does have an excellent chance of success. I agree that there is an excellent chance of success, if

that evidence is forthcoming, and on that basis I would continue the mandatory injunction already granted. But, in the event that those chances of success are not correctly rated or interpreted as being excellent, what then?

Mr. Fitzpatrick submits that there are two instances, at least, in which the Court can and should exercise its discretion to grant or continue a mandatory injunction already granted *ex parte*. First, he submits, it is appropriate where doing so will not alter the defendant's position so that the *status quo ante* cannot be restored after trial. Second, he submits, this can be done where the defendant is put to no expense as a consequence of the order.

There is always a discretion in the Court, in all the circumstances of a case, as to whether it will grant or continue a mandatory injunction. As Megarry J, said in *Shepherd Homes Limited v. Sandham (1971) Ch. 340* at p. 351:

“In a normal case the court must inter alia feel a high degree of assurance that at the trial it will appear that the injunction was rightly granted; and this is a higher standard that is required for a prohibitory injunction.”

In my view, the use of the words “*in a normal case*” leave it open to a Court in appropriate circumstances to grant a mandatory injunction even if that higher standard is not met. In *Leisure Data v. Bell (1988) F.S.R. 367* at Page 372

Dillon L. J. said:

“The court is required, as Lord Diplock pointed out in N.W.L. Limited v. Woods (1979) 3 ALL E.R. 614 at Page 625, to give full weight to the practical realities of the situation and weigh the respective risks that injustice may result from a decision one way or another.”

In my view, the practical realities of the present case are such that the mandatory injunction should continue. Also, continuing the prohibitory order in Paragraph A of the Order would be of no practical benefit to the Plaintiff without continuing the mandatory order in Paragraph B. Nor would it be of any practical benefit to the Defendant who would still be without its gas station and unable to upgrade it. So to continue the prohibitory order, which I am satisfied it would be proper to do in any event applying the appropriate tests, without continuing the mandatory order would serve no one's interest. It would be of benefit to no one and would ultimately, result in nothing but an injustice to both the Plaintiff and the Defendant. The Plaintiff will receive, and sell, no petroleum products; the Defendant will not receive any money from the property by way of rental or sale of petroleum products.

There is also the question of whether the status quo should be preserved. In my view the balance of convenience in the present case calls quite clearly for the status quo to be maintained and I say this whether the status quo is to be properly regarded as being that existing immediately prior to the issue of the Writ in these

C.V.H. STOLLMAYER
JUDGE