

**IN THE COURT OF APPEAL OF SEYCHELLES**

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**Reportable**

[2023] (18 December 2023)  
SCA MA 42/2023  
(Arising in SCA8 and 9/  
2021) (Out of MA 176/  
2019) and (DC 134/2018)

**SAMUEL LAU-TEE**

*(rep. by Serge Rouillon)*

**Appellant**

v

**VIRGINIA HOAREAU**

*(rep. by France Bonté)*

**1<sup>st</sup> Respondent**

And

**SEYCHELLES CIVIL AVIATION AUTHORITY**

*(rep. by Sundaram Rajasundaram)*

**2<sup>nd</sup> Respondent**

And

**WENDY PIERRE**

*(rep. by Gulmette Leste)*

**3<sup>rd</sup> Respondent**

And

**SAMANTHA AGLAE**

*(rep. by Joshua Revera)*

**4<sup>th</sup> Respondent**

And

**FRED HOAREAU**

*(rep. by Gulmette Leste)*

**5<sup>th</sup> Respondent**

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**Neutral Citation** *Lau-Tee v Lau-Tee* (SCA MA 42/2023 [2023] (Arising in SCA 8 and 9/ 2023) (Out of MA 176/2019) and (DC 134/2018) (18 December 2023)  
**Before:** Fernando President, Twomey-Woods, Tibatemwa-Ekirikubinza, JJA  
**Summary:** civil contempt of court- applicable law  
**Heard:** 12 December 2023  
**Delivered:** 18 December 2023

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**ORDER**

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## RULING

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**DR. M. TWOMEY-WOODS JA**

*(Fernando, President and Tibatemwa-Ekirikubinza JA concurring)*

### **Background**

[1] The present application arises out of the decision of this Court in the final settlement of matrimonial property (Parcel S5256) between Samuel Lau Tee (the Applicant, hereafter Mr. Lau Tee) and Virginia Hoareau (the 1st Respondent, hereafter Mrs. Hoareau). It must be stated that when the matter was heard, the matrimonial home had been transferred to the Seychelles Civil Aviation Authority (the 2nd Respondent, hereafter the CAA). However, the transfer document had not been registered because of a subsisting inhibition order against it. The transfer document had been prepared by Attorney and Notary Samantha Aglae (the 4th Respondent, hereafter Mrs. Aglae) and signed by the parties before her in 2019. The transfer document was presented to the Land Registrar (the 3rd Respondent, hereafter Mrs. Pierre) on 29 March and 17 January 2019, and it would appear from the documents now filed before this Court again on 7 June 2023. On that date, it was acted upon by the Deputy Land Registrar (Mr. Fred Hoareau, the 5th Respondent). It bears mentioning that the property was, at the time of the decision of this Court on 26 April 2023, in the sole name of Virginie Lau-Tee.

### **Our decision and orders dated 26 April 2023**

[2] After hearing the parties to the matrimonial suit, we ordered as follows:

*“(i) The parties are entitled to the following shares in the proceeds of the sale of the matrimonial home: 60% to Virginie Lau-Tee in the sum of Seychelles Rupees three million, four hundred and thirty-three thousand, five hundred and eighty-seven and eighty cents (SR3, 433,587.80) and 40% to Samuel Lau-Tee in the sum of Seychelles Rupees two million two hundred and eighty-nine thousand and sixty-five and twenty*

*(ii) Virginie Lau-Tee is given three months from the date of this judgment to pay Samuel Lau-Tee his share, failing which Samuel Lau-Tee shall subsequently have three months to pay Virginie Lau-Tee her share.*

[3] *(iii) If either party is unable to pay the other, the matrimonial home, the subject matter of the award, shall be sold to the highest bidder by public auction, and the proceeds of the sale shall be shared sixty: forty (60:40) as set out above.”*

[4] On 25 May 2023, our decision and orders were registered at the Land Registry Office.

[5] On 7 June 2023, the transfer of Parcel S5256 from Mrs. Hoareau to SCAA was registered.

### **Inhibition orders against Parcel S5256**

[6] It is also of vital importance to note that an inhibition order against the transfer of Parcel S5256 was entered on 23 August 2018 by Vidot J. This inhibition was lifted on 17 January 2019 to allow the transfer of S5256 between the SCAA and Mrs. Hoareau to be effected and for the payment by Mrs. Hoareau to Mr. Lau Tee of his share in the same.

[7] However, a fresh inhibition order was entered against the transfer of Parcel S5256 on 23 January 2019 (in MA198/2018) and has yet to be set aside. The order for inhibition by Vidot JA stated:

*“The injunction shall not be lifted until such time as the Respondent satisfies the court that half of the proceeds of sale is being kept in escrow with the Attorney or Notary in charge of the sale. Once the court is satisfied that this has been done it will advise the registrar of lands accordingly.”*

[8] In our decision of 25 May 2023, we refer to this fact as follows:

*“[8] We are informed by the parties that there is a pending case between the SCAA and Mrs. [Hoareau] in which the former claims the legal transfer of the property title, for which they have paid consideration in full. The proceedings reveal that on the order of inhibition against the transfer of Title S5256 subsists - presumably until the determination of the present appeal.”*

### **The present application**

[9] In a “notice of motion for contempt of court” filed on 13 October 2023, Mr. Lau Tee has moved this Court for orders that the Respondents jointly and severally show cause why they should not be committed to prison for contempt of court for ignoring the decision

of this Court and having the said Title S5256 transferred onto the SCAA. He has also prayed for consequential orders reversing the land transfer and for costs. He has supported this application with an Affidavit, which details the contempt.

[10] He also depones that when the time had elapsed for Mrs. Hoareau to pay him his share of the matrimonial home under the terms of the judgment, he began making arrangements instead with his bank to obtain a loan to pay Mrs. Hoareau her share as indicated in the Court's orders. The bank required a 'certificate of official search' of the property. Only on that search being effected at the Land Registry did he discover that the property had already been transferred to the SCAA.

**The Respondent's answering affidavits.**

[11] I summarise the responses of each of the Respondents in turn.

*Mrs. Hoareau's answering affidavit*

[12] Both Mrs. Hoareau's Affidavit and the conduct of her Counsel, Mr. Bonte, in court were singularly unimpressive, bordering on obstructing the process of this matter. When probed by the Court, Counsel repeatedly stated that he rested on his heads of argument. These consisted of submissions of fact not sworn in the affidavit, namely and erroneously, that the transfer to the SCAA was affected as there was no inhibition against its transfer at the time. There was no attempt to explain why Mr. Lau Tee's share in the matrimonial home had not been paid within the time limit imposed by this Court and why the property was alienated to a third party despite the inhibition dated 23 January 2019 subsisting. The only response from Mrs. Hoareau has been an answering affidavit containing 47 averments responding to each paragraph of the Applicant's affidavit, which merely state:

*"The applicant is put to strict proof of the contents of [each] paragraph..."*

[13] In addition, it is noted that the jurat of the Affidavit is on a separate page.

[14] There has been consistent case law concerning affidavits in this jurisdiction. I need not reiterate it all here save to state that *Bordino and Anor v Government of Seychelles* (SCA 67 of 2022) [2022] SCCA 76 (16 December 2022) is authority for the proposition that

jurats should follow immediately after the end of the text of the Affidavit failing which the Affidavit is deemed defective.

- [15] In the circumstances, we deem this Affidavit defective. The end result is that we have no explanation, excuse, or cause as to why Mrs. Hoareau breached the court order. Counsel could have been more helpful.

*The SCAA's Answering Affidavit*

- [16] The SCAA's Answering Affidavit is sworn by its CEO, Mr. Garry Albert. In summary, he avers that the SCAA is legally advised that it was a bona fide purchaser of property, specifically of Parcel S5256. He also avers that the present application is an abuse of process as the Applicant did not seek redress against Mrs. Hoareau until five months after this Court's order. He further avers that the arrangements between the Applicant and Mrs. Hoareau do not bind the SCAA. He adds that he was legally advised that the registration of the transfer document was the "continuation of the effect of the already signed document in 2018 and further to the adjudication of the shares of the Applicant and the 1<sup>st</sup> Respondent, and it is in the exercise of their duties under the Land Registration ...the registration us a purely legal exercise in accordance with the law." (sic)

- [17] Mr. Albert further depones that it was only after the judgment of the Court of Appeal that the SCAA instructed Counsel to register the transfer document. He believes that the Court's decision had not stopped, deterred, or inhibited the registration of the transfer. He depones that the SCAA has committed no contempt and has only exercised its property rights in terms of the registration of Parcel S5256 and that the declaration of shares in a matrimonial home between two parties does not take precedence over the status of a bona fide purchaser for valid consideration.

- [18] Some of these averments are bold assertions, and others are not within the knowledge or belief of Mr. Albert whose predecessor signed the transfer document. They render the Affidavit defective.

- [19] Court orders, especially those registered and inhibitions against land transfers under the Land Registration Act, are deemed notice to the world. As such, the SCAA is considered

to have had notice of all these orders. The SCAA, therefore, have no valid explanation as to why they breached the court order.

*The answering Affidavit of the Registrar and Deputy Registrar*

[20] In an affidavit sworn by Mr. Hoareau, Deputy Registrar, he depones that neither he nor the Land Registrar were made parties to the suit between Mr. Lau Tee and Mrs. Hoareau. He further avers that before the Court of Appeal orders were made, Mrs. Lau Tee had sold the land to the SCAA and that the courts were aware of this. Upon the Court of Appeal's decision, Mrs. Aglae presented the transfer document to the Land Registrar for registration. They were informed by the attorney acting on behalf of Mrs. Aglae that this Court had "quashed all orders of the Supreme Court, including the inhibition". Mr. Hoareau has appended a letter from Mr. Ryan Laporte, Attorney-at-law. We reproduce it:

*"Registrar General  
Registration Division  
Independence House*

*Thursday 1 June 2023*

*Dear Registrar,*

*RE: Transfer of land title S5256*

*I act for and on behalf of the Seychelles Civil Aviation Authority.*

*I refer to the returned documents form dated 12 February 2019 submitted to the chambers of Mrs. Aglae in relation to an inhibition order on the aforementioned subject matter.*

*Proceeding from various litigation, including the attached Court of Appeal judgment, noting further the e-mail sent by Mr. Raja and I (as legal representative of the SCAA), kindly note that the Court of Appeal has quashed all orders of the Supreme Court, which includes inter alia quashing of the inhibition order. Therefore, the Returned Documents are hereby submitted afresh for urgent registration.*

*To note that given that the SCA as a purchaser in good faith is not the cause behind the delay in registration aside from the stamp duty, we, therefore, humbly request waiver in the circumstances and in the interest of justice on any validating duties, if any.*

*I thank you in advance for your kind and prompt consideration,*

*Yours sincerely*

*Ryan Laporte*

*Attorney-at-law”*

- [21] We have not had sight of what was attached as “the Court of Appeal judgment,” but apart from the fact that the letter is ineptly written, it is also replete with factual and legal inaccuracies. It is incumbent on both attorneys as court officers and Land Registry employees to check documents before registration for accuracy.
- [22] In any case, Mr. Hoareau further depones that the Court of Appeal order refers to the proceeds of the sale to be distributed between the parties, that there was no order rectifying the Land Register to include the applicant as a co-owner of the land, there was no order made rescinding or cancelling the transfer document, and that “given the transfer document and the transfer price to be given effect, the transfer document ought to be registered.
- [23] We are also surprised that the document was re-presented on 7 June at 11 a.m. and was registered on the same day, which is not ordinarily the case.
- [24] Again, this is a very selective and self-serving interpretation of our orders. We also note that the Land Registrar did not swear an Affidavit and that Mr. Hoareau avers that he effected the land transfer but did not act in contempt of the court order. His signature appears on the registered transfer document. We do not accept his explanations.
- [25] We note that further submissions were filed by Counsel for Mrs. Pierre and Mr. Hoareau two days after hearing of the application. We do not consider them for obvious reasons.
- [26] We further note that when a single judge of this Court (Andre, JA) took the mention of this matter on 31 October 2023, she opined that Mrs. Pierre and Mr. Hoareau should have been sued in their official capacity and not their personal capacity. Mr Rouillon,

Counsel for the Applicant, maintained his application on the grounds that Mrs. Pierre and Mr. Hoareau acted in their personal capacities when acting in contempt of court.

[27] We shall address this issue later.

*The answering affidavit of Mrs. Aglae*

[28] Mrs. Aglae, in her answering affidavit, depones that the Applicant's affidavit is defective for misjoinder of herself to this application as she was not a party to the suit in the Court of Appeal and that the Applicant's affidavit does not indicate what orders she breached. She also depones that leave of the court should be made for an application for contempt of court and that, therefore, the motion is bad in law.

[29] She has also indicated that in 2019, she provided her notarial services for the sale transaction between Mrs. Hoareau and the SCAA, and that Mr. Lau Tee discharged a charge on the property for the sale to proceed. She further avers that when she left Seychelles in July 2020, she handed over the case file to Mr. Rajasundaram. He took over the Supreme Court case and the responsibility to register the transfer once the inhibition order lapsed or by order of the Supreme Court. She further avers that she became aware that the transfer was registered but that it took place only after the Court of Appeal dismissed the Applicant's case. She adds that she would not have acted contrary to the court's order.

**The law relating to contempt of court in this jurisdiction.**

[30] The contempt of court complained of in the present application concerns the breach of two court orders – the first of an order of inhibition dated 23 January 2019 issued by the Supreme Court and entered at the Land Registry and the second for an order by this Court for the ultimate sale by auction of Parcel S5256 in the event that neither party was able to pay the other its share of the matrimonial home.

[31] There are no specific procedural laws regarding the filing of an application for civil contempt in this jurisdiction.

[32] Section 121 of The Seychelles Code of Civil Procedure (SCCP) provides, however, that a party to a suit may, in the course of such suit, apply to the court by way of a motion to make an incidental demand. Section 122 then provides that the motion shall be



accompanied by an affidavit of the facts in support thereof and shall be served upon the adverse Party. In the context of the SCCP, it is trite that a suit is not determined and completed until the court's decision has been executed.

[33] With regard to joinders of parties, section 109 of the SCCP provides:

*“All persons may be joined as defendants against whom the right to any relief is alleged to exist, whether jointly, severally or in the alternative. And judgment may be given against such one or more of the defendants as may be found to be liable, according to their respective liabilities, without any amendment.”*

[34] In this regard, Ms Aglae's averments that the application for persons to be punished for contempt of court was brought without leave being sought and that she was improperly joined are misconceived.

[35] We believe that the application was properly filed before this Court. In this respect, the application may have been brought before the Supreme Court, which entered the inhibition of 19 January 2019. Our only reservation with the present application being filed before this Court is that as a court of last resort, a potential contemnor will not have a right of appeal from our decision - but that is the quirkiness of our jurisdiction. These matters weigh heavily on our decisions, so we tread carefully.

[36] Having summarised the procedural aspects of the law of civil contempt, we now explore the substantive law.

[37] In *Ramkalawan & Anor v Nibourette* MA178/2017 [2018] SCSC618 (28 June 2018), where executors to an estate had not complied with a court order to have monies from the succession returned to the estate and a complete statement of accounts rendered, the Supreme Court stated:

*“[31] There are no statutory provisions with respect to contempt in the laws of Seychelles. Contempt procedures and remedies are received from England. Section 4 of the Courts Act (Cap 52) with regard to the jurisdiction and powers of the Supreme Court provides that:*

*“The Supreme Court shall be a Superior Court of Record and, in addition to any other jurisdiction conferred by this Act or any other law, shall have and may exercise the*

*powers, authorities and jurisdiction possessed and exercised by the High Court of Justice in England”.*

*[32] It is settled law that this provision has imported into the laws of Seychelles the common law of England. In this respect, the courts of Seychelles recognise and maintain the common law concept of contempt of court. As a court of record, it has an inherent power to punish for contempt, whether criminal or civil and as it has been said: “A court without contempt power is not a court” (Lawrence N. Gray, Criminal and Civil Contempt: Some Sense of a Hodgepodge, 72 ST. JOHN’S L. REV. 337, 342 (1998) and the power of contempt “is inherent in courts, and automatically exists by its very nature” (Ronald Goldfarb, The History of the Contempt Power, 1 WASH. U. L. Q. 1, 2 (1961).”*

[38] The court went to explain the purpose of contempt proceedings in light of the term “contempt of court” as follows -

*“[33] Indeed, the term contempt of court is a misnomer (see Attorney General v BBC (1981) AC 303, 362) and poorly explains the purpose of such proceedings. In Morris v Crown Office [1970]1 All ER 1079 at 1087, [1970]2 QB 114 at 129, Salmon J explained the objects of contempt proceedings thus:*

*“The sole purpose of proceedings for contempt is to give our courts the power effectively to protect the rights of the public by ensuring that the administration of justice shall not be obstructed or prevented.”*

*[34] In Mancienne v Government of Seychelles (2004-2005) SCAR 161, the Court of Appeal citing Lord Ackner in Attorney General v Times Newspapers Ltd and another [1991]2 All ER 398 (HL) and Bowen LJ in Re Johnson (1888) 20 QBD 68 explained that the term was “inaccurate and misleading, suggesting in some contexts that it exists to protect the dignity of the judges.” It also cited Bowen LJ in Johnson v Grant 1923 SC 789, 790 who stated that :*

*“The phrase “Contempt of Court” does not in the least describe the true nature of the class of offence with which we are here concerned ... The offence consists in interfering with the administration of the law; in impeding and preventing the course of justice ...*

*It is not the dignity of the Court which is offended – a petty and misleading view of the issues involved – it is the fundamental supremacy of the law which is challenged.’*

- [39] The court also cited *Linyon Demokratik Seselwa v Gappy & Ors* (MA 266/2016 arising in MC 86/2016 and MC 87/2016 ) [2016] SCSC 615 (24 August 2016), in which Karunakaran J, in making a distinction between civil and criminal contempt stated:

*“The major factor in determining whether a contempt is civil or criminal is the purpose for which the power is exercised including the nature of the relief and the purpose for which the sentence is imposed.*

*The purpose of civil contempt is to compel the defendant to do thing (sic) required by the order of the court for the benefit of the complainant. The primary purpose of criminal contempt are (sic) to preserve the Court’s authority, and to punish for disobedience of its orders. If it is for civil contempt the punishment is remedial or compensatory and for the benefit of the complainant but if it is for criminal contempt the sentence is punitive to vindicate the authority of the Court ...”*

- [40] The court added that:

*[37] It must be stated, however, that although contempts have followed this classic distinction, the two classes have converged (see in this respect Daltel Europe Ltd v Makki [2006] EWCA Civ 94). The basis for contempt orders is the strong public interest in ensuring obedience to court orders generally. As was held by the UK Court of Appeal in JSC BTA Bank v Solodchenko & Others [2011] EWCA Civ 1241, [2012] 1 WLR 350, committal for contempt is first and foremost a sentence which is in the public interest to uphold the authority of the court and to serve as a deterrent.”*

- [41] In *Cedras v Well Point Development Pty Ltd and Anor* (MA89/2021) [2021] SCSC 1037 (29 October 2021), Carolus J made a further distinction in civil contempt suits relying on Order 45 of the UK Rules of the Supreme Court, 1970 Edition of White Book. She found that in money orders, a distinction is made between a judgment or order for the payment of money to a person and a judgment or order for the recovery of money from a person – the former can be enforced by an order for committal, whereas the latter cannot. These are not strictly speaking contempt of court cases but rather cases for executing judgements.

[42] Those rules do not apply to the Order in the present case, which is self-executory given that Mrs. Hoareau had three months to pay Mr Lau Tee his share of the matrimonial home, failing which he would have three months to pay her her share and in the event of both failing in their undertakings the property would be sold by public auction, and the proceeds shared 40/60 respectively between them.

[43] The contempt complained does not arise from the failure to pay money or recover money but rather from the fact that the property, which was to be sold at public auction to realise the shares of the parties, has been transferred to a third party despite this Court's order and an order of inhibition against its transfer.

[44] Case law in the Commonwealth indicates that the court's contempt powers are exercised as a last resort and should be used with restraint. In the Canadian case of *Carey vs. Laiken*, 20 15 SCC 17, Cromwell J stated:

*"If contempt is found too easily, a court's outrage might be treated as just so much bluster that might ultimately cheapen the role and authority of the very judicial power it seeks to protect." [...] As this Court has affirmed, "contempt of court cannot be reduced to a mere means of enforcing judgments..."*

[45] The court in *Carey* also set out three elements that must be established by an applicant in a civil contempt proceeding as follows:

*(1) "The order alleged to have been breached must state clearly and unequivocally what should and should not be done.*

*(2) The party alleged to have breached the order must have had actual knowledge of it.*

*(3) The party allegedly in breach must have intentionally done the act the order prohibits or intentionally failed to do the act that the order compels."*

[46] Similarly, in *Sitenda Sebalu vs. The Secretary General of the East African Community*, Ref. No. B of 2072 (East African Court of Justice), the court set out the pre-conditions that must be satisfied before a court can hold a respondent in contempt. The court stated to prove contempt, the complainant must prove the four elements of contempt, namely:

*(i) The existence of a lawful order*

*(ii) knowledge of the order*

*(iii) The contemnor's ability to comply*

*(iv) The potential contemnor's failure to comply."*

[47] The above tests are adopted by this Court to determine whether there has been contempt of its orders in the present case.

### **Contempt of the Supreme Court order and the Court of Appeal's order**

[48] The order of the Supreme Court dated 23 January 2019 (in MA 198/2018 Arising in DC134/2018) was to the following effect:

*"The injunction (sic) shall not be lifted until such time as the respondent satisfies the Court that half the proceeds of sale are being kept in escrow with the Attorney or Notary in charge of the sale. Once the Court is satisfied that this has been done it will advise the Registrar of Lands accordingly."*

[49] The Supreme Court, on learning that the SCAA had taken ownership of the house despite the land transfer not being registered, made a further order on 20 January 2020 in MA 8/2020 Arising in DV134/2018:

*"The Court hereby makes an order that as from today SCAA is refrained from carrying out any work on the house on land title V5256 (sic) until final determination of the case or until further order of this court."*

[50] These orders were never rescinded; the injunction/inhibition was registered with the Land Registry. Mr Hoareau, in his affidavit, acknowledges that an inhibition was entered against the transfer of the property but only self-servingly refers to the order of 23 August 2018, where the Court had entered the first inhibition against Title S5256 and which had been lifted.

[51] This Court was certainly aware of all these orders, as was Mrs. Hoareau and Mr. Bonte, who were served with the appeal brief in SCA 08/09 2021 and in which these orders were referred to in Court and even mentioned in this Court's judgment of 26 April 2023. The appeal and cross-appeal before us then concerned the reallocation of shares between the parties and setting time limitations for methods of satisfaction of the final judgment.

The indication to this court was that Mrs. Hoareau would pay Mr. Lau Tee his share of the matrimonial home as she had agreed to transfer the property to the SCAA. Mr. Bonté stated, “[T]he money is there,” which is reported in this Court’s decision of 26 April 2023.

[52] It bears repeating that in our orders, we stated:

*“(iii) If either party is unable to pay the other, the matrimonial home, the subject matter of the award, shall be sold to the highest bidder by public auction, and the proceeds of the sale shall be shared sixty: forty (60:40) as set out...”*

[53] By no stretch of the imagination is it conceivable that anyone would assume from the above that this Order set aside any existing orders of inhibition against the property or that Mrs. Hoareau was free to dispose of the property before Mr. Lau Tee had been paid his share. How was the public action to take place to realise the shares of the parties if the property was already in the hands of a third party?

[54] Our beliefs are bolstered by sections 76-78 of the Land Registration Act provide:

*“76. The Court may make an order (hereinafter referred to as an inhibition) inhibiting for a particular time, or until the occurrence of a particular event, or generally until further order, the registration of any dealing with any land, lease or charge.*

*77. So long as an inhibition remains registered, no instrument which is inconsistent with it shall be registered.*

*78. The registration of an inhibition shall be cancelled in the following cases and in no others—(a) on the expiration of the time limited by the inhibition;*

*or (b) on proof to the satisfaction of the Registrar of the occurrence of the event named in the inhibition;*

*or (c) on the land, lease or charge being sold by order of the court;*

*or (d) by order of the court.”*

[55] We are not aware of any court application to lift the inhibition or any order cancelling our previous orders. In light of these provisions, the averments in the Affidavits of Mrs. Hoareau, Mr Albert and Mr. Hoareau are nonsensical and are in no way convincing.

### **The personal capacity of the Land Registrar and Deputy Registrar**

[56] We referred to the fact that both Mrs. Pierre and Mr. Hoareau were sued in their personal capacities and not in their official capacities and that this was maintained by Mr. Rouillon at an earlier mention of this matter by a single judge.

[57] This infers that in the present suit in which they are joined, they were not acting in their official capacities but rather outside the course of their duties and, in so doing, do not benefit from protection under the Public Officers (Protection Act.)

[58] The application, therefore, seeks to impose personal liability for their acts.

### **Our decision regarding the contemnors in the present case**

[59] Five persons are joined as respondents in the application as acting in contempt of the court order.

[60] Using the tests for contempt as outlined above, we find that the Orders were clear and unequivocal, that Mrs. Hoareau (the 1st Respondent), the SCAA (the 2nd Respondent), and Mr. Hoareau (the 5th Respondent) breached the Orders whilst having actual knowledge of them and intentionally failed to observe the Orders as compelled.

[61] We do not find any contempt by Mrs. Wendy Pierre of the court orders in her personal capacity. Had she been sued in her official capacity, we may have found that as the ultimate officer responsible for registering land transfers, she was in contempt of court for allowing the transfer of Parcel S 5256 despite the court order.

[62] We also do not find Mrs. Aglae in contempt of court. She prepared the original transfer documents in 2018 but observed court orders and inhibitions against the property's transfer.

[63] We also find that Ryan Laporte was instrumental in causing the breach of the Orders - he is not cited for contempt, and we can take no further action in this respect.

## Consequential Orders

[64] We therefore make the following orders:

*(i) Mr. Lau Tee shall pay Mrs. Hoareau her share of the matrimonial property, namely three million, four hundred and thirty-three thousand, five hundred and eighty-seven rupees and eighty cents (SR3, 433,587.80) within one month of this order and upon proof of such payment the Land Registrar shall register Title S5256 in his sole name.*

*(ii) In the event that Mr. Lau Tee fails to pay Mrs. Hoareau her share of the matrimonial home, Title S5256 shall be sold to the highest bidder by public auction, and the proceeds of the sale shall be shared sixty: forty (60:40) as set out in our orders of 26 April 2023.*

*(iii) Mrs. Virginia Hoareau is fined SCR 25,000 for contempt of court, payable by 18 January 2024, failing which she shall serve one month of imprisonment.*

*(iv) The SCAA is fined SCR 25,000 for contempt of court, payable by 18 January 2024, failing which a further daily fine of SCR 500 per day will be imposed until full payment of this fine.*

*(v) Mr. Fred Hoareau is fined SCR 25,000 for contempt of court, payable by 18 January 2024, failing which he shall serve one month of imprisonment.*

*(vi) The costs of this application shall be borne by Mrs. Virginia Hoareau, the SCAA and Mr. Fred Hoareau jointly and severally.*

Signed, dated and delivered at Ile du Port on 18 December 2023.

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Dr. M. Twomey-Woods, JA.



I concur

\_\_\_\_\_  
A. Fernando, President

I concur

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Dr. L. Tibatemwa-Ekirikubinza, JA