JAMAICA

IN THE COURT OF APPEAL

SUPREME COURT CIVIL APPEAL NO. 92 OF 1999

BEFORE: THE HON. MR. JUSTICE HARRISON, J.A.
THE HON. MR. JUSTICE PANTON, J.A.
THE HON. MR. JUSTICE COOKE, J.A. (AG.)

BETWEEN RENDELL CAMERON
DEFENDANT/APPELLANT

AND PATRICK DRUMMOND
PLAINTIFF/RESPONDENT

Georgia Gibson-Henlin for the appellant

John Givans for the respondent,
Instructed by Charles Campbell & Company

JUNE 13, 14 AND OCTOBER 23, 2000

HARRISON, J.A.:

This is an appeal from the judgment of Mrs. Carol Beswick, Master of the

Supreme Court, on July 30, 1999, when it was ordered that:

> "The judgment debtor, Rendell Cameron, pay the judgment debt of $259,508.00 less $150,000.00, plus interest and costs by monthly installments of $5,000.00 commencing the last day of August 1999 and thereafter on the last day of each succeeding month until the liquidation

of the debt; costs of this application to the judgment creditor to be agreed of taxed; certificate for counsel granted."

On June 14, 2000, we allowed the appeal. These are our reasons in writing.

The relevant facts are that on March 24, 1993, as a consequence of an assessment of damages, the appellant was indebted to the respondent in the sum of $259,508 plus interest and costs for damagers for negligence. The appellant's insurers paid to the respondent's attorneys-at-law the limit of the sum of the appellant's policy, namely $100,000. Thereafter, the appellant paid the further sums of $20,000 and $30,000 in June and December, 1995, respectively, only. However, the respondent issued on March 29, 1995 a writ of seizure and sale from the Supreme Court for the sum of &194,953.45 to cover the balance owing. The said writ was sent to the bailiff of the Resident Magistrate's Court, St. James, in April 1995 for execution. On receipt of the said writ, the bailiff, one Winslow Johnson, in his affidavit dated March 23, 1998, said "…. I visited the home of the defendant on several occasions and he made arrangements to liquidate the judgment debt herein." No payments were made by the appellant, nor was the writ executed until March 1997, that is two years after the bailiff had received the said writ, when he seized the appellant's 1989 Bedford truck licensed 805 CM, in execution. This truck was then valued at $160,000. On August 13, 1997, the bailiff wrote to the respondent's attorney-at-Law as follows"

" We have seized a Bedford truck Licence #805 CM and left it in Mr. Cameron's possession at Retirement in March 1997.

I have advertised in the Daily Gleaner for Auction Sale for April 25, 1997. Attached is advertisement.

No one turned up to purchase this vehicle on the 25th April 1997 or afterwards. I have made personal checks and was informed that on one wants to purchase this type of vehicle anymore, as the new models are the ones being purchased. He has other trucks that will not be purchased if seized. Therefore I am unable to have the sale of this vehicle done.

Kindly proceed with other documents for committal of defendant."

No return of the writ was made to the Supreme Court.

The Bailiff stated in a further letter dated April 16, 1998, to the appellant's attorneys-at-

Law that the writ of seizure and sale was stolen from his car in October 1997.

Consequently, the respondent applied for a judgment debtor summons, which resulted in the said order of July 30, 1999, now appealed from.

The grounds of appeal summarized are that the learned Master erred as a matter of fact and of law, in finding that:

1. The mere seizure by the Bailiff of the judgment debtor's truck does not satisfy the judgment and therefore he remains liable for the judgment and costs;

2. That the seizure was not "pro tanto" a discharge of the debt;

3. The bailiff is obliged to sell even if he is out of office and apply for writs to aid such sale, if necessary;

4. The judgment debtor is not entitled to rely on such seizure as a plea in bar to further execution;

5. The judgment debtor and not the judgment creditor is liable for the wrongful acts of the bailiff.

Mrs. Gibson-Henlin for the appellant argued that on seizure of goods, under the writ of seizure and sale, the bailiff owes a duty to the judgment creditor to retain such goods until sale. And if he abandons them, he and not the judgment debtor is liable. After seizure he, the bailiff, must sell, but if unable to do so he must apply to the court for further process. The seizure is pro tanto a discharge of the debt, which a court to which the judgment creditor has applied for further process must take into account, and refuse such process; for example, an application for a judgment debtor summons, as applied for in the instant case. The failure of the Bailiff to make a return of or an account of the writ of seizure and sale to the court is a wrong act, which preludes a court from permitting a judgment creditor to proceed to such further process. The judgment creditor is accordingly liable to the judgment debtor, in such circumstances.

Mr. Givans for the respondent argued that until receipt by the respondent of the monies under writ of seizure and sale, the judgment debt is not satisfied.

The object of the seizure, namely the sale of the truck, was not realized, therefore the learned Master was correct to permit the judgment creditor is not liable for the wrongful acts of the bailiff, the latter not being his servant or agent.

Section 604 of the judicature (Civil Procedure Code) law permits a judgment creditor whose judgment is unsatisfied to issue a writ of seizure and sale. The section reads:

> **"604.** When a judgment or order for the payment of money remains wholly or in part unsatisfied, the registrar shall. On the filing of a praecipe for that purpose, issue a writ of seizure and sale of the personal property of the judgment debtor."

The writ of seizure and sale, also called a writ of Fieri Facias, is issued to the bailiff who is directed "to levy the money really due and payable" (Section 605). In executing the said writ, the bailiff is authorized to:

> "…seize, take and levy upon, the goods and chattels of the judgment debtor (except his wearing apparel and bedding, and that of his family, and the tools and implements of his trade to the value of five pounds) and shall also seize and take any money or bank notes, and any cheques, bills of exchange, promissory notes, bonds, specialties, or guarantees for money, belonging to the judgment debtor, and shall hold the same as security for the amount directed to be levied by such execution or so much thereof as shall not have been otherwise levied or raised, for the benefit of the judgment creditor;….."(Section 606).

The statue then provides for the sale of such goods after seizure and also the conduct of the Bailiff prior to sale. Section 607 reads:

> **"607**. No Goods and chattels which are taken in execution as aforesaid shall be sold without having been previously appraised, nor until such sale has been duly advertised, nor until the expiration of five days at least next following the day on which such goods shall have been so taken, unless such goods be of a perishable nature, or upon the request in writing of the party whose goods shall have been taken; and until such sale the goods shall be deposited by the Bailiff in some fit place of they may remain in custody of any fit person whom he shall put in possession thereof."

Seizure, subsequent sale and payment over of the proceeds of sale " into the Treasury to the credit of the suit" (Section 609), is therefore a comprehensive process.

The issue in the instant case arises in circumstances where after seizure that process had not been continued to its finality. The common Law assists us in that regard.

In ***Lee v. Danger, Grant & Co.*** **[1892]** 2 Q.B. 337, where concurrent **writs** of fieri facias were issued in respect of an outstanding judgment debt, and possession was taken under both writs, it was held in the suit by the judgment debtor, that neither the issue nor the execution of two writs was illegal, nor was the action of the sheriff's officers in contravention of the relevant statute. The court found, however, that the said officers were liable to the judgment creditor

for not having withdrawn from execution earlier, under the writ issued in the county of London, having become aware that execution had been effected on the writ issued in the city of London and paid off. Lord Esher, M.R., said at page 344:

> " Both writs were running at the same time, and both had a right to run until the debt was satisfied, and, when the debt was satisfied, one or both of the writs ought to be withdrawn."

Fry, L.J., said at page 349:

> " I have arrived at the same conclusions as the Master of the Rolls. It was argued the seizure of the property of a debtor, without sale or valuation, is a satisfaction of the debt, to the extent of the amount, which the property ultimately produces. It seems to me that that proposition is almost on the face of it untenable." [Emphasis added]

The court was confirming that mere seizure, simpliciter, was not a satisfaction of the debt. This is further demonstrated by the fact that the bailiff cannot hand over the seized goods to the judgment creditor (Thompson v. Clark (1596) Cro. Eliz. 540). The bailiff is required to go further to effect the sale of such goods and hand over the proceeds for payment to the judgment creditor. Clearly, the entire process, namely, sale and payment over of the proceed is a satisfaction of the debt

In the case of ***In re a Debtor, Ex parte Smith*** [1902] 2 K.B. 250, the same court of appeal considered, inter alia, Lee v. Danger (supra). Vaughan Williams, L.J., said, in the course of the arguments by counsel, at page 265:

> " Seizure by the sheriff deprives the debtor of the power of selling his goods. The moment the sheriff takes possession the debt is pro tanto absolutely discharged, not indeed finally, but so long as that state of things continues. This has been so laid down in the successive editions of ***Chitty's Archbold's Practice*** for the last thirty years:" [Emphasis added]

Significantly, that proposition was advanced by counsel for the plaintiff in his arguments in ***Lee v. Dangar*** (supra), relying on the case of **C*1erk v. Withers (*** *1704) 6 Mod. 290* and it was not rejected by that court.

The learned Master in the instant case relied on ***Lee v. Dangar*** (supra) as the basis of her decision in the instant case that the judgment debtor is obliged to pay the total debt due and owing despite the seizure. She said at page 61 of the record:

> "Fry U in **LEE v DANGAR, GRANT & CO** [1892] QBD
>
> 337 referred to the argument that seizure of the property of a debtor, without sale on valuation, is a satisfaction of the debt, to the extent of the amount, which the property ultimately produces. He viewed it as being 'absolutely absurd as a working proposition for the business of life.'
>
> Here, therefore, the mere seizure without sale of' Mr. Cameron's truck does not satisfy the debt in any way. Mr. Cameron remains liable for the amount of $105,508 plus costs and interest."

In so ruling, the learned Master misapplied the principle recited in ***Lee v.***

Dangar (supra) and failed to consider the main issues in the instant case. These were, whether or not the judgment creditor was entitled to issue the further process of the judgment debtor summons, in circumstances where the Bailiff had taken the goods of the judgment debtor in execution, after some delay, under a writ of seizure and sale, had not *effected* the sale, had wrongfully made no return to the executed writ, had left such goods to deteriorate and then invited the judgment creditor by letter dated August 13,1997, to his attorney, to:

> "Kindly proceed with other documents for committal of defendant." (See page 37 of the record).

Vaughan Williams, L.J., said ***In re A Debtor, Ex parte Smith*** (supra) at page 266:

> "Now the case of ***Miller v. Parnell*** 6 Taunt 370 is a plain authority for the proposition that, if a judgment creditor does cause the sheriff to execute his *fieri facias by* seizure, he cannot have a writ of *capias* till the *fieri facias* is completely executed and returned, and that this is so even though the execution creditor abandons the seizure of the goods."

In ***Miller v. Parnell*** 128 E.R. 1078, it was held that a plaintiff cannot take out a

writ to commit a defendant to prison, after the former had previously taken out a writ of *fieri facias*, which the Bailiff had executed against the goods of the defendant which goods the Bailiff abandoned and made no return to the said writ. The court held:

> "..there is also no doubt that if the Plaintiff does execute
>
> his fieri facias, he cannot have a writ of capias ad satisfaciendum till the fieri facias is completely executed and returned. This is a middle case. So far as the Defendant is concerned, the goods, to the extent of their value, have been levied; and the question is, whether the Plaintiff after taking them, may change his mind, and sue out a writ of capias ad satisfaciendum without returning his former writ. If this might be, it would confer a power that might be much abused. If the fieri facias be returned, there is something to bind the Plaintiff, and to limit for how much he shall have the body, by shewing how much he has already gotten. If a Plaintiff might take goods under a fieri facias, and hold them a month, or the greater part of the long vacation, and then change his mind, and say, 'I will not sell, but will take the body of the Defendant under a capias ad satisfaciendum,' it might be the engine of very great oppression. The Plaintiff may, by the practice of the Court, sue out both these processes together, if he will, and may use either the one or the other, as he sees advisable, but by using the fieri facias first, he makes his election, and after having so elected, he cannot use the other process, till after the return of the first. We therefore think, that this writ of capias ad satisfaciendum, being sued out after the fieri facias had issued, and after the sheriff had taken the goods under it, and before its return, cannot be supported."

In ***Chapman v. Bowlby*** (1841) 151 English Report 1030, Parke, B., relying on *Miller v.*

Parnell (supra), said at page 1031 :

> "The law on this subject is clear. If a writ of *fieri facias* issues, under which any thing is levied, that writ must be returned, and any subsequent process must issue for the whole sum due, minus the amount that has been so recovered, and must recite the first writ."

In ***Andrews v. Saunderson et al*** (1857) 156 E.R. 1393. both ***Miller v. Parnell*** (supra) and ***Chapman v. Bowlby*** (supra) were relied on to reinforce the principle that the court will not issue a new writ, for example, a writ: to imprison the judgment debtor, while a writ of fieri facias remains unreturned.

In the instant case, the Bailiff, on receipt of the writ of seizure and sale in April 1995, was under a duty to execute it and sell the goods taken within a reasonable time. (**See *Halsbury's Laws* of *England***, 3rd Edition, Vol. 16 page 57 paragraph 88). Despite the fact that the Bailiff visited the judgment debtor on several occasions and the latter "made arrangements to liquidate the judgment debt" the Bailiff was guilty of inexcusable delay in not executing the writ until

approximately two years after, in 1997. When the truck was seized in March 1997, its value then was $160,000, which value the Bailiff no doubt assessed to be sufficient to liquidate the outstanding debt. There was only one advertisement in April 1997 in an attempt at sale. Thereafter, the Bailiff failed to advise the judgment creditor of the seizure and failure of the sale, until four months later, by letter dated August 13, 1997. The judgment debtor would have seen the seizure as an execution of the writ and would have regarded the Bailiff as being under a duty to sell, and realize a sum of $160,000; the sale would then be a satisfaction of the debt. This duty on the Bailiff to sell, exists even when he is out of office ***[Clerk v Withers*** (supra)]. By this delay in execution and a further delay in selling, the Bailiff thereby was guilty of misconduct in his office, causing damage to the judgment creditor to whom he is accordingly *liable.*

A Bailiff is appointed for every Resident Magistrate's Court: by the Governor General (section 42 of the Judicature (Resident Magistrates Act). A Bailiff so

appointed, is deemed to be a Bailiff of the Supreme Court (Section 19 of the

Judicature (Supreme Court) Act). Section 19 reads:

> "**19**. Every Bailiff shall be deemed to be an Officer of the
>
> Supreme Court not only when executing any writ or other process of the Supreme Court sent to him by the Registrar for execution but also when serving any writ or other document entrusted to him for service in connection with any proceedings in the Supreme Court."

The latter statute clearly spells out the Bailiff's duties, responsibilities and liability for

non-performance or wrongful act, in the carrying out of his duties of office. Section 17

of the latter Act reads :

> "**17.-(1)** The Bailiffs for the Resident Magistrate's Courts appointed under the Judicature (Resident Magistrates) Act shall in addition to the duties now devolving upon them be Bailiffs for the Supreme Court and shall by themselves or deputies execute the process of the Supreme Court and shall serve all writs, documents or process issuing out of the Supreme Court entrusted to them for service and shall perform such duties in relation thereto and in such manner as may be prescribed by rules of court made in the manner prescribed by this Act."

and section 23 reads, inter alia:

> "**23**. If any officer of the Supreme Court acting under colour of the

> process of the Court is charged with misconduct, or with any wrongful act or neglect in the discharge of the duties of his office, the Court or a Judge / may enquire into the matter in a summary way on such evidence as may appear reasonable and for that purpose may summon and enforce the attendance of all necessary parties and witnesses in like manner as the attendance of witnesses in any other case may be enforced, and may make such order for the payment of all damages i3nd costs that may have been caused by any such act or neglect as it thinks just, and impose such fine upon the officer as it deems adequate; and in default of payment of any money so ordered to be paid payment of the same may be enforced as a judgment recovered in the Court.
>
> This provision shall not take away any right of action for damages against any officer, but no action shall be commenced or continued for any act or omission of 5;uch officer after the Court has ordered compensation to be paid in respect of it under this section."

The Bailiff, in the instant case, by retaining the writ of seizure and sale unexecuted from 1995 until 1997 and by executing it in 1997 and not thereafter making repeated and strenuous efforts to sell the said truck, by not advising the judgment creditor until four months after, of the fact of the failed sale, by making no return to the writ and leaving the seized truck to deteriorate in value and condition for over a further two years, was guilty of gross misconduct in the performance of his duties. The judgment debtor was blameless of any act in this state of affairs. The statutory provisions expressly contemplate and deal with this type of misconduct of the officer. The learned Master was therefore in error not to have directed her attention to the obvious cause of the state of affairs, that is, the

obvious wrongdoing by the Bailiff .

To compound the matter further, the Bailiff's letter dated August 13, 1997 to the judgment creditor, recited the fact of seizure without sale and suggested that steps be taken for the "committal of the defendant." Curiously:" the respondent's legal advisers embraced and followed this incorrect course, when they applied for the said judgment debtor summons. This was contrary to the principle laid down in an entire line of cases commencing with ***Miller v. Parnel/*** (supra) and ending with the decision in ***In re A Debtor, Ex parte Smith*** (supra).

Having been advised that the goods were not sold, the judgment creditor's recourse was to apply to the court for a further process, namely, a writ or order of *venditioni exponas* to compel the Bailiff to perfect his duties, that is, to sell the truck at the best price obtainable. In the final analysis, a sale may well have realized, at the least, a sale "as is and where is" or as scrap metal. In any event, the appellant is entitled to rely on an objection to any new process sought to be

issued, for example, the judgment debtor summons, on the ground that a writ of seizure and sale had already been issued, and is still outstanding, unreturned. The court is obliged to take into account the value of the seized goods of the appellant, namely, the said truck, whether amounting to $160,000 or $80,000, its value in 1999, or at its lowest, the sum realized after a sale under the writ of *venditioni exponas.* The court cannot, as the learned Master sought to do, omit to recognize the rights of the appellant in the peculiar circumstances of this case.

The fact that the Bailiff who effected the seizure in 1997 f is no longer in office is no bar to the enforcement of the continuing rights of the appellant. The duties of the Bailiff, a public officer, are effectively assumed by his successor in office. The statutory provisions are instructive. Section 23 (if the Judicature (Supreme Court) Act reads, inter alia :

> "The death, absence or retirement of any officer charged with any duties under this Act shall not affect the performance of such duties, but such duties may' be proceeded with in all respects by the person acting in the place of such officer as if no such death, absence or retirement had occurred."

The said writ of seizure and sale is still outstanding. The truck is still in the custody of the Bailiff under the said writ. The appellant cannot, in the circumstances, be asked to make any payment where a court ignores the existence of those facts

The order of the learned Master is without force and cannot be sustained. The judgment creditor is precluded from taking out any further process against the judgment debtor until the said existing execution process is complete.

The appeal is accordingly allowed. The order of the Master is set aside. Costs of the appeal and the costs below to the appellant to be agreed or taxed.

PANTON, J.A.:

My learned brother has said all that is necessary and relevant as regards the disposition of this matter. I am in full agreement with the reasons he has expressed for allowing this appeal.

COOKE. J.A. (Ag):

Is it unlawful for a judgment creditor to take out a judgment debtor summons in circumstances where, pursuant to a writ of seizure and sale, property of a judgment debtor has been taken by the bailiff and there has been no return to that writ? This is the question that no\1V falls to be determined. I will now set out the relevant background that gave rise to this issue.

(1) On the 24th of March, 1993, the respondent secured a

> judgment against the appellant in the sum of two hundred and fifty nine thousand five hundred and eight dollars ($259,508.00) plus interest and costs.
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> (2) On the 29th day of March, 1995 a writ of seizure and sale was issued out of the Supreme Court in respect of the judgment debt which at that time stood at one hundred and nine thousand, five hundred and eight dollars ($109,508.00) plus interest and costs.
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> (3) In March, 1997 in execution of the writ of seizure and sale the bailiff seized a motor truck the property of the appellant.
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> (4) On the 24th day of March, 1998 the respondent tock out a judgment debtor summons.
>
> (5) In an affidavit dated 12th January, 1999 the bailiff, Winston Johnson

swore that he had advertised the seized motor truck for auction but without any success. He further swore that in October, 1997, the writ of seizure and sale was stolen from his car .

(6) Up to now the motor truck has not been sold. Apparently the whereabouts of Winston Johnson is now unknown.

(7) On the 30th July 1999, the learned Master before whom the summons was heard ruled that the debt, despite the seizure of the appellant's motor truck, remained undischarged. A consequential order as to the manner of the liquidation of that debt was made.

In ***Miller v Parnell*** 128 E.R 1078 the headnote states that:

> "If a sheriff makes a seizure under a writ of fiery facias, the plaintiff cannot take the defendant in execution under a writ of capias ad satisfaciendum, till the writ of fieri facias is returned, though he abandons the seizure of the goods".

Some eighty seven years later Vaughn Williams, L.J. in delivering the judgment of the Court of Appeal in **Re *A Debtor Ex parte Smith*** [1902] 2K.B. 260 had no doubt that the decision in ***Miller v Parnel*** was correct. He said at p. 266:

> "Now the case of ***Miller v Parnell*** is a plain authority for the proposition that, if a judgment creditor does cause the sheriff to execute his fieri facias by seizure, he cannot have a writ of capias till the fieri facias is completely executed and returned, and that this is so even though the execution creditor abandons the seizure of the goods."

The law as declared in ***Miller v Parnell*** is without challenge. It is true that in the present case the appellant was not in danger of being imprisoned. In ***Miller v Parnell*** the court was very concerned about the justice of a situation wherein it was sought to imprison a debtor after goods belonging to that debtor had been seized in relation to the debt owed. The court said at pages 1078 -1079:

> "So far as the Defendant is concerned, the goods, to I the extent of their value, have been levied; and the question is, whether the Plaintiff, -after taking them, may change his mind, and sue out a writ of capias ad satisfaciendum without returning his former writ. If this might be, it would confer a power that might be much abused. If the fieri facias be returned, there is something to bind the Plaintiff , and to limit for how much he shall have the body, by shewing how much he has already gotten. If a Plaintiff might take goods under a fieri facias, and hold them a month, or the greater part of the long vacation, and then change his mind and say, 'I will not sell, but will take the body of the Defendant under a capias ad satisfaciendum,' it might be the engine of very great oppression",

I am equally concerned with the justice of this situation. The appellant's truck has

been seized. It had been seized in March, 1997. So at the start of the hearing of the Judgment Debtor Summons on the 28th day of April, 1999, more than two years had elapsed since its seizure. During that time, although the general property in the truck remained in the debtor, he had by the act of seizure, been divested of all control of the motor truck, It cannot be denied that the motor truck was a chattel of some value. National Loss Adjustors and Trailway Cruiser, a body that describes itself as Automotive Damage Appraisals, Valuation and Investigators, in a report dated 3rd May, 1999 pertaining to the seized motor truck said :

> "Should this unit be running and in good condition two (2) years ago, it would attract a value of One Hundred and Sixty Thousand Dollars ($160,000,00). As is, where is Eighty Thousand Dollars ($80,000.00),"

This information was before the learned Master at the time of the ruling. So despite the seizure of the appellant's motor truck, and despite evidence of value in respect of that truck, these two factors were not accorded any significance in

respect of the debtor's position. It is my view, that to ignore the seizure would be unjust to the debtor. It would mean that there has to be the pretence that his truck was never seized towards the realizl3tion of the / debt which was owed. This would have been a hollow pretence; this is why there is the requirement that there must be a return to the writ of seizure and sale. Such a return will provide the court with the requisite information for the giving of directions or the making of rulings. In this case there was no return to the writ of seizure and sale. The bailiff, Johnson, in his affidavit has said that the writ was lost and he was unable to sel1 the truck. Halsbury's Laws of England 3rd Edition Vol. 16 at p. 25 para. 35 has this to say:

> "If the writ is lost, the Sheriff will not be compelled to make a return, but he must state what he has done under it".

R *v* ***Sheriff of Kent*** [1814] I Marsh 289 is cited as authority for that statement. Therefore the bailiff has complied. He has stated that the writ is lost and that he has seized a motor truck but is unable to sell it. But that is not the end of the

matter. There has been no finality to the process, which has resulted in the seizure of the debtor's truck. That has to be settled before any new process can be initiated by the creditor. Otherwise in the satisfaction of a civil debt the seizure of a debtor's property would be of no consequence. This cannot be so. That would be unjust. The learned Master was in error because her focus was not directed to the fundamental issue which was whether or not there could be subsequent process when there was no finality to a prior process. This is demonstrated from an extract from her ruling, which is:

> "Fry U. in ***Lee v Dangar, Grant*** & ***Co.*** [1892] QBD
>
> > 337 referred to the argument that seizure of the property of a debtor, without sale on valuation, is a satisfaction of the debt, to the extent of the amount which property ultimately produces. He viewed it as being 'absolutely absurd as a working proposition for the business life'.
> >
> > Here, therefore, the mere seizure without sale of Mr. Cameron's truck does not satisfy the debt in any way. Mr. Cameron remains liable for the amount of $109,508 plus costs and interest/1.

For the above-mentioned reasons, I agreed that the appeal should be allowed.