



Neutral Citation Number: [2025] EWHC 26 (KB)

Case No: KB-2023-02466

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 9 January 2025

Before :

HHJ RICHARD ROBERTS
Sitting as a Judge of the High Court

Between :

DIRECTOR OF PUBLIC PROSECUTIONS
- and -
(1) MR GLENFORD ROBERT ADAMS
(2) MS MELISSA LATOYA NEMBHARD

Claimant

Defendants

Mr Peter Caldwell of Counsel (instructed by **the Crown Prosecution Service**)
for the **Claimant**
Ms Melissa Latoya Nembhard in person

Hearing date: 17 December 2024

Approved Judgment

I direct that pursuant to CPR PD 39A para 6.1 no official shorthand note shall be taken of this Judgment and that copies of this version as handed down may be treated as authentic.

.....
HHJ RICHARD ROBERTS

HIS HONOUR JUDGE RICHARD ROBERTS :

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Introduction

1. In this trial, the Director of Public Prosecutions (DPP) applies for a Civil Recovery Order pursuant to sections 243 and 266 of the Proceeds of Crime Act 2002 in respect of a property known as 11 Christopher Boulevard, St Andrew, Kingston, Jamaica, with title registration at Volume 1080, Folio 543 (the Property).
2. Mr Caldwell of Counsel appears on behalf of the Claimant. I am grateful to Mr Caldwell for his skeleton argument, dated 9 December 2024.
3. The First Defendant, Mr Adams, does not appear. The Second Defendant, Ms Melissa Latoya Nembhard attends the trial by CVP from Kingston, Jamaica.
4. There is a trial bundle of 210 pages. References to page numbers are to this trial bundle.

Documents sent to the Court after conclusion of trial

5. After the conclusion of the trial, I was sent further documents by the parties.
6. Mr Caldwell sent me:
 - i) A statement of costs totalling £30,784.34. This was sent to the Second Defendant by an email dated 10 December 2024.
 - ii) A draft order.
7. The Second Defendant sent me an email with a photograph of page 125 of the trial bundle, showing paragraph 9 of the Second Defendant's witness statement, which states,

“Here are voice notes sent to me in 2023 and 2024 from Glenford Adams. You will see with the voice notes that he is a liar and using the UK government to get back at his sister and her kids. If you need a translator for these I can help. I want these voice notes to prove the hatred he has towards me, the lie he tell, for example he said he will use the UK government to extradite my mother, he will tell them she sold drugs too, then in another voice note he said my mother never sold any drugs all her life. These

voice notes will prove he is a liar and really doing all of this to make us lose our home because I refused to sell the house.

- MN/1

- MN/2

- MN/3

- MN/4

- MN/5”

8. I have listened to the voice notes. Although the Second Defendant says in her witness statement that she can help if a translator is needed, she has not provided a translation.

Witnesses

9. The Claimant relies upon the witness statements of Craig Law, Accredited Financial Investigator with the Regional Economic Crime Unit, dated:

i) 9 May 2023¹;

ii) 15 July 2024².

10. The First Defendant has consented to a Civil Recovery Order under section 266 of the Proceeds of Crime Act 2002 dated 19 May 2022³ being made in respect of the Property. He does not appear at this trial.

11. The Second Defendant relies upon witness statements from:

i) Herself, dated 18 July 2024⁴;

ii) Caroline Beckford, the Second Defendant’s mother, dated 17 July 2024⁵;

iii) Alonzo Dixon, dated 18 July 2024⁶.

12. The Second Defendant, Ms Nembhard, and her witnesses, Caroline Beckford and Alonzo Dixon, attended the trial by CVP from Kingston, Jamaica,

Parties

13. The First Defendant was born on 13 May 1972 and is a Jamaican National. He has been granted Indefinite Leave to Remain in the United Kingdom. The First Defendant has a serious antecedent history for drugs-related criminality conducted within the UK⁷.

¹ 53-64

² 121-122

³ 118-120

⁴ 123-125

⁵ 126-128

⁶ 129-130

⁷ 171179

14. The Second Defendant is a Jamaican National and was born on 29 September 1988. She is the niece of the First Defendant. At the time of the purchase of the Property in February 2004, she was aged 15 and was a student in full-time education. She made no financial contribution to the purchase of the Property.
15. Silver Nelson was the First Defendant's mother and the Second Defendant's aunt. She lived at the Property until her death in December 2021.

The Property

16. The Jamaican Certificate of Title of the Property Volume 1080 Folio 543⁸ states,

“Transfer No. 1287650 registered on the 19th day of March, 2004 to SILVER NELSON and MELISSA LATOYA NEMBHARD both of Apartment A210 Oxford Manor, 16 Manor Road, Kingston 5, Saint Andrew, Housewife and Student born on the 29th day of September, 1988 respectively and GLENFORD ROBERT ADAMS of 4 Dent Street, LS9 8TQ, Leeds United Kingdom, England, Accountant as Joint Tenants. Consideration money Four Million One Hundred Thousand Dollars.”
17. The Property was purchased for \$4,100,000 Jamaican Dollars⁹. Applying the conversion rate in February 2004, this equated to approximately £35,800.
18. On 2 June 2022, the Property was valued at \$20,000,000 Jamaican Dollars by the Tax Administration Jamaica, Stamp Duty and Transfer Tax Division¹⁰. In his witness statement dated 9 May 2023, Mr Craig Law says¹¹,

“7.2 Enquiries with the competent authorities in Jamaica have confirmed that this property is valued in the region of \$20,000,000.00 Jamaican Dollars or approximately £103,000.00 GBP at the time of drafting this statement.”

Mr Craig Law

19. In his first witness statement, dated 9 May 2024, Mr Law says¹²,

“I believe that 11 Christopher Boulevard, St Andrew, Kingston, Jamaica (Title Registration at Volume 1080, Folio 543) was obtained as a direct result of ADAMS criminal conduct. Based on his prior convictions, his admissions in interview, the supporting evidence, and the young age of the other surviving joint tenant at the age of purchase, it is my view there are strong grounds to believe, not merely suspect, that the property identified is recoverable property. As such it is property which

⁸ 75-76

⁹ 74

¹⁰ 186

¹¹ 63

¹² 63

has been obtained through unlawful conduct within the meaning of sections 304 - 307 of POCA 2002 and is therefore recoverable property.”

20. In cross-examination, Mr Law said that in his interview with the First Defendant, the First Defendant admitted drug trafficking and said that he used the money he obtained from drug trafficking to purchase the Property.

First Defendant

21. On 24 February 2004, the First Defendant was arrested. On 6 December 2004, he pleaded guilty at Leeds Crown Court to conspire/supplying Class A controlled drugs, namely crack cocaine, over the period 16 September 2003 to 8 October 2003 to persons unknown from numerous linked addresses in Leeds, whereby persons attending at those addresses would be dealt Class A drugs. He was sentenced to twelve years imprisonment. There was a recommendation of deportation¹³.
22. On 15 February 2011, the First Defendant pleaded guilty at Bradford Crown Court to possessing Class A controlled drugs, namely crack cocaine, with intent to supply and to breaching his licence¹⁴. This conviction was as a consequence of the First Defendant having been seen by Police dropping a bag down a drain on a road in Leeds. The drain was searched and the bag was discovered to contain wraps of crack cocaine. The First Defendant was sentenced to 45 months imprisonment, consecutive and 13 months imprisonment in respect of breach of his licence.
23. In December 2021, Silver Nelson died intestate. After her death, the Property was owned by the two surviving joint tenants, namely the First and Second Defendants.
24. On 27 December 2021, the First Defendant walked into Elland Road Police Station in Leeds and said:
- i) He had been convicted and imprisoned for supplying Class A drugs in 2004;
 - ii) Since his release he had been struck by a desire to wipe the slate clean and atone for previous offending. To that end, he wished to disclose that he was the owner of the Property in Jamaica, which had been purchased in its entirety with drugs money from his 2004 offending.
25. A further meeting was arranged for 27 January 2022 at Elland Road Police Station. The First Defendant was advised to seek legal advice before this meeting and was asked to arrange copies of any documents relating to the purchase of the Property.
26. On 27 January 2022, the First Defendant attended Elland Road Police Station. Mr Craig Law, Accredited Financial Investigator with the Regional Economic Crime Unit, was also present. The First Defendant produced:

¹³ 68

¹⁴ 68

- i) The Jamaican Certificate of Title of the Property Volume 1080 Folio 543¹⁵ (see paragraph 16 above);
 - ii) A letter from Clinton Hart & Co, Attorneys-at-Law, dated 19 March 2004¹⁶, confirming the purchase of the Property in the names of Silver Nelson and the First and Second Defendants;
 - iii) A Purchase's Statement of Account of the Property to Silver Nelson et al, dated 19 December 2003¹⁷.
27. On 19 April 2022, the First Defendant attended Elland Road Police Station for an interview. The transcript of the interview is in the bundle¹⁸. The interview was attended by the First Defendant, Mr Craig Law, DC 4191 Andrew Christie and Andrew Logan, Designated Crown Prosecutor. The First Defendant was not represented at interview but had sought and obtained legal advice from Ison Harrison Solicitors, which had been confirmed by Ison Harrison Solicitors.
28. In interview the First Defendant said:
- i) He purchased the Property in 2004 in cash, and that all the monies originated from his selling of crack cocaine and heroin¹⁹.
 - ii) He estimated that he had made over £100,000 from the sale of drugs – circa £3,000 a day²⁰.
 - iii) Most of the monies to purchase the Property were sent to Jamaica via Western Union Transfers of about £400 every other day, as identification would have been required if he had sent £500²¹.
 - iv) His mother, Silver Nelson, took circa £4,000 in cash on her person when she left the United Kingdom²², and a friend took the same amount from the United Kingdom to Jamaica²³.
 - v) The money that the First Defendant sent via Western Union was sent to the First Defendant's mother and a family friend (whom he declined to name), who saved the cash until there was enough to purchase the Property²⁴.
 - vi) Legal title for the Property was transferred into the names of the First Defendant; Silver Nelson; and the First Defendant's favourite niece, the Second Defendant, as joint tenants²⁵.

¹⁵ 75-76

¹⁶ 73

¹⁷ 74

¹⁸ 77-115, and repeated at 131-169

¹⁹ 84

²⁰ 90

²¹ 87

²² 85

²³ 91

²⁴ 93

²⁵ 76

- vii) Silver Nelson and the Second Defendant were aware that their names were on the Property documents. At the time of the purchase the Second Defendant was only 15 years old, had no income, and was in full-time education that the First Defendant was paying for²⁶.
 - viii) The First Defendant paid for the entire Property, in full, from his drug trafficking²⁷.
 - ix) Neither Silver Nelson nor the Second Defendant put any money into the purchase of the Property²⁸.
 - x) The First Defendant gave the following reasons for making Silver Nelson and the Second Defendant joint tenants of the Property:
 - a) They were the only people he loved and in case anything happened to him²⁹;
 - b) As the Second Defendant was his favourite niece, he put her in money³⁰;
 - c) To deliberately make it more difficult for the Property to be removed from him should he be convicted³¹.
 - xi) The Property was purchased on 18 February 2004 and the First Defendant was arrested on 24 February 2004.
 - xii) Silver Nelson was living in the Property when she became unwell. There were also tenants in the Property, who paid the First Defendant rent, and this money was used to pay bills and for his mother's medication³².
 - xiii) The First Defendant did not believe the Second Defendant had any interest in the property³³.
29. At the conclusion of the interview the First Defendant was presented with a draft Civil Recovery Order. He was advised to seek independent legal advice. He declined and signed the order in favour of the Claimant recovering the Property.
30. Mr Logan, Designated Crown Prosecutor, sent the First Defendant a letter dated 12 May 2022³⁴, enclosing an amended Civil Recovery Order for the First Defendant to sign if he agreed its contents.

²⁶ 98 and 101

²⁷ 84

²⁸ 84 and 103

²⁹ 94

³⁰ 108

³¹ 103

³² 151

³³ 153

³⁴ 116

31. On 17 May 2022 a meeting took place at Elland Road Police Station, attended by the First Defendant and Mr Craig Law. The First Defendant was given the amended draft Civil Recovery Order in favour of the Claimant recovering the Property.
32. The First Defendant signed the Civil Recovery Order on 19 May 2022³⁵. The Order provided,

“UPON THE Director of Public Prosecutions issuing proceedings for a Civil Recovery Order under section 243 of the Proceeds of Crime Act 2002 (as amended) and Part 8 of the Civil Procedure Rules.

AND UPON the Defendant having been convicted of conspiring/supplying a Class A controlled drug namely cocaine contrary to s.4(3) Misuse of Drugs Act 1971 before the Crown Court at Leeds in 2004 and being sentenced to a period of 12 years imprisonment.

AND UPON the Defendant having been convicted of possessing a controlled drug of Class A namely crack cocaine with intent to supply contrary to s.5(3) Misuse of Drugs Act 1971 before the Crown Court at Leeds in 2011 and being sentenced to a period of 45 months imprisonment.

AND UPON the Defendant admitting that he provided the money to purchase 11 Christopher Boulevard, St Andrew, Kingston, Jamaica (Title Registration at Volume 1080, Folio 543) from the proceeds of his unlawful conduct, namely the supply of controlled drugs.

AND UPON the Defendant also admitting that he put 11 Christopher Boulevard, St Andrew, Kingston, Jamaica (Title Registration at Volume 1080, Folio 543) into his mother, Silva Nelson, and his niece, Melissa Latoya Nembhard, names in order to protect his assets in the event he should be arrested.

AND UPON the Court being satisfied that 11 Christopher Boulevard, St Andrew, Kingston, Jamaica (Title Registration at Volume 1080, Folio 543) is property which has been obtained through unlawful conduct within the meaning of sections 304-307 of Proceeds of Crime Act 2002 and is therefore recoverable property.

BY CONSENT IT IS ORDERED THAT:

1. A Recovery Order under section 266 of the Proceeds of Crime Act 2002 is hereby made in respect of the property known as 11 Christopher Boulevard, St Andrew, Kingston, Jamaica (Title Registration at Volume 1080, Folio 543)

³⁵ 118-120

2. The Property shall vest in the Trustee for Civil Recovery forthwith upon making of this Order.”

33. The Civil Recovery Order, dated 19 May 2022, was embodied in an order of Master Thornett, dated 2 February 2024³⁶:

“A. Civil Recovery Order

1. A Recovery Order under section 266 of the Proceeds of Crime Act 2002 is hereby made in respect of the Property listed in Schedule One to this Order (“the Property”), in respect of the first respondent’s interest in the Property.

The first respondent’s interest in the Property shall vest in the Trustee for Civil Recovery (“the Trustee”), namely Christine Bartlett a suitably qualified practitioner from HS Alpha Limited trading as Richard Long & Co upon the conclusion of these proceedings.”

Second Defendant

34. The Second Defendant says in her witness statement³⁷,

“4. I was 14 when my grand mother purchased this home. I drove with my father, sister and brother from Manchester to Kingston to sign the documents. My mother spoke to me on the phone on my way there. She reminded me of the money she sent Grandma the time I was spending holidays or weekends with Grandma were monies she sent to help pay for the house. Also, Glenford Adams did not sign the title for the house, he was in England at the time and needed a notary to assist him. Since the DPP has resources to find out about my background, he should use his resources to find out how Glenford Adams signature was fraudulently added to the title.

...

7. My grandmother added his name to the title because she was worried about him. She was worried that if he was sent back to Jamaica, he will not be safe since he was gay. She was worried he might not have a home and he was her youngest child.

8. Glenford Adams sent people to rob my grandmother’s house in 2023. They robbed two stoves, fridge, microwave, bed and more. He gave the robbers keys to the house and waited when everyone was at work to rob the home.”

35. In evidence-in-chief she said that the First Defendant did not have the title to the Property until 2019 or 2020, when his mother, Silver Nelson, became senile. She said

³⁶ 20-23 at 21

³⁷ 124

that before Silver Nelson became senile, she would not give the First Defendant the title. She said that Silver Nelson had another son, Everton Miller, who lived in Ontario, Canada. He paid for Silver Nelson to visit him in Canada. Silver Nelson took the title deeds³⁸ to Everton Miller in Canada. Silver Nelson became sick in Canada and she gave the title deeds to Everton Miller and asked him to keep them safe. The Second Defendant said that the First Defendant pressurised Everton Miller to send him the title deeds, and Everton Miller became scared and sent them to the First Defendant.

36. The Second Defendant said that the First Defendant never contributed to her school fees. Her mother and father paid for her school fees.
37. She said that she had voice notes where the First Defendant said that he was going to give the house to the UK government to run her mother (Caroline Beckford) and her out of the Property.
38. In cross-examination she agreed that the First Defendant was a drug dealer. She said that everyone in the family except Silver Nelson knew that the First Defendant was a drug dealer. She figured this out when she was 13 years old, when she visited England with her twin sister. She and her twin sister travelled to England on their own and returned on their own. When she was in England, she was wondering where the First Defendant got his spending money from, and she realised it was from drug dealing. She said that she spent six weeks or two months in England, in July and August. She said she was with the First Defendant's boyfriend most of the time, going clubbing. Her mother was already in England. Her mother did not return to Jamaica until the Second Defendant was in her twenties.
39. She said that her twin sister died in October 2021 and Silver Nelson died one month later. She said that the First Defendant never attended Silver Nelson's funeral or contributed to the cost of it.
40. She said that she was a witness to Silver Nelson receiving £7,000 in instalments from her mother. She said her mother spoke to her and her twin sister to let them know she was sending money to Silver Nelson. She said that the money was sent in small instalments of £500 to Silver Nelson and to her father by using Western Union. She said that she saw her grandmother collect money from Western Union. Her grandmother could not write, so the Second Defendant had to fill out the form in order to collect the money being sent from England and Silver Nelson then signed for the money.
41. It was put to her that she was adopting the evidence as to how the money was transferred to Jamaica from the First Defendant's evidence.
42. She said that Silver Nelson worked selling cigarettes and snacks on a roadside stall. She said that Silver Nelson was saving her money. It was put to her that the income from a roadside stall would not be sufficient to allow Silver Nelson to save.
43. She said that the First Defendant stole money from Silver Nelson's bank account.

³⁸ 75-76

44. She agreed that when the Property was purchased, she was 15, still at school and had no source of income. She agreed that it was purchased with other people's money.
45. She said that Silver Nelson purchased the Property.
46. She said that another uncle, Mikey, contributed \$600,000 Jamaican dollars to the price of the Property. Her other uncle, Everton Miller, never made a contribution to the purchase of the Property.
47. She said that she saw part of the contribution her mother, Caroline Beckford, made but not all of it because she was not with her grandmother all the time.
48. It was put to her that the Jamaican Certificate of Title under the Registration of Titles Law, Chapter 340 is a public document and anyone could obtain a copy of it from the public register. She said that a person would need the address of the Property and the volume and folio numbers to do so.
49. She said that the First Defendant threatened her, even before Silver Nelson died, saying that if she did not sell the house, he would send men to kill her. She said that her father contacted the First Defendant and after that, he did not threaten her life. She said she did not report the threat to the Police because the First Defendant was family.
50. She was referred to paragraph 8 of her witness statement³⁹. She said that she did not see the burglary, nor did anyone else. She said that one of the burglars told her cousin that the First Defendant had told him to burgle the Property. She said she did not report the alleged burglary at the Property by the First Defendant to the Police, but the tenants at the Property did report the First Defendant to the Police. She said that two stoves, a fridge, a microwave, a bed and the door to one of the rooms was stolen.
51. She said that she disagreed with selling the Property. She said that the First Defendant had only agreed to the Property being recovered by the UK Government to spite her and her mother.
52. She said that when the First Defendant was released from prison, he went back to selling drugs.
53. She was asked why, if she was not the First Defendant's favourite niece, her name was on the title deeds of the Property but that of her twin sister was not. She replied that both her and her twin sister should have signed and both went to sign but when it came to signing, her twin sister did not feel like it. She said that her mother said that one of her children needed to be on the title of the Property.

Caroline Beckford

54. It is said in Ms Beckford's witness statement, which is written in the third person⁴⁰,

“3. . . . During the purchase of the house, Caroline was asked by Silver Nelson to send money to assist with the purchase of the home because Silver Nelson did not have enough money.

³⁹ 124-125

⁴⁰ 127

Caroline at the time was in England. She decided to assist her mother with the purchase of the property by sending 7000-8000 pounds total over 3-4 months period. Caroline Beckford asked Silver Nelson to add her child Melissa Nembhard to the title since she is sending so much money. She wants to make sure her kids have a home to go back to no matter what. Silver Nelson agreed and added Melissa Nembhard's name to the title when the home was being purchased.

4. ... She remembers Glenford stating he will never buy a house in Jamaica. He is not buying any house in Jamaica because he will not live there, and he is not the only child of Silver Nelson. His response was "Let her ask her other children to assist her".

5. ... Silver Nelson worked all her life to take care of her children and her grandchildren. Having a small stall on the road that sells snacks and cigarettes to earn a living. Staying on the road until 3am the next morning to get sale. Silver Nelson did this for over 30 years selling on the road until she got her first flight to the UK, where her daughter sent for her."

55. In evidence-in-chief, Ms Beckford initially said that someone wrote her statement for her. There was then conversation between her and the Second Defendant, and she said that someone typed the witness statement for her. I warned the Second Defendant that she must not seek to influence her mother's answers.
56. In cross-examination, Ms Beckford said that she spent six years in the United Kingdom, from 1999 to December 2005. She had a six-month visa but illegally overstayed after her visa expired. She had a cleaning job at Boots. She said that after about six months, she went to Bristol and opened up a hairdressers. She said that she had her own shop. She said she never paid tax on her income.
57. She said she had two daughters in Jamaica, who were cared for by their father, her husband.
58. She said that she knew the First Defendant was a criminal.
59. She said that the First Defendant did not care about his mother and did not love her.
60. She said that she sent £7,000 - £8,000 to Silver Nelson through Western Union over four months from different locations. She said she never sent more than £300 - £400 at one time, and sometimes it was £100. She was asked why she was concerned not to give her identification when she sent money to Jamaica, bearing in mind that she said she had a Jamaican passport. She said her six-month visa had expired.
61. She said that as a hairdresser, she could be paid £300 for one hour's work.
62. She said that Silver Nelson paid for the Property, not the First Defendant.
63. She was asked why the Second Defendant's twin sister was not on the title deeds of the Property. She replied, "I don't know".

64. In re-examination, she said that the First Defendant never wanted to buy a house in Jamaica. She said that the Property was in an area of Kingston that any standard citizen could afford.
65. She said that the First Defendant “treated us like dirt”.

Alonzo Dixon

66. Alonzo Dixon says in his witness statement, dated 19 July 2024⁴¹,

“3. I was in England and know Glenford Adams. I am here to confirm that when Glenford Adams said he will never buy a house in Jamaica since he would not be able to live in it peacefully. He never had any intention of buying any house in Jamaica.

4. I remember when Caroline’s mother called her to ask her if she could help she needs way more money for the house. I remembered Caroline working hard to send her mom the money for 3 months straight. She hardly had money left to pay rent or buy groceries. I had to lend Caroline money to send to her mother to purchase the house.”

67. In examination-in-chief, Mr Dixon said that between 2002 and 2005/2006, he and Ms Beckford lived in Leeds and were going out together.
68. In cross-examination, he said he met the First Defendant when he was in England. He was introduced to him by Ms Beckford. He knew the First Defendant was gay. He said that the First Defendant did not want to live in Jamaica because he did not think he would be safe. He did not recall the First Defendant saying that he wanted to look after his mother in Jamaica.
69. Paragraph 4 of his witness statement⁴² was read to him. It was put to him that it was implausible that he would remember this, bearing in mind that twenty years had passed. He said that he and Ms Beckford were living together. He said he had cleaning jobs. He could not remember how much he was earning. He was asked a number of times how much money Ms Beckford was sending to her mother and he said, “Quite a lot” but he could not remember any figures. He said that he was present when Ms Beckford sent money to her mother.

The Proceeds of Crime Act 2002

70. S.266 of The Proceeds of Crime Act 2002 provides:

“266 Recovery orders

⁴¹ 130

⁴² 130

(1) If in proceedings under this Chapter the court is satisfied that any property is recoverable, the court must make a recovery order.

(2) The recovery order must vest the recoverable property in the trustee for civil recovery.

(3) But the court may not make in a recovery order—

(a) any provision in respect of any recoverable property if each of the conditions in subsection (4) ... is met and it would not be just and equitable to do so, or

(b) any provision which is incompatible with any of the Convention rights (within the meaning of the Human Rights Act 1998 (c. 42)).

(4) In relation to a court in England and Wales or Northern Ireland, the conditions referred to in subsection (3)(a) are that—

(a) the respondent obtained the recoverable property in good faith,

(b) he took steps after obtaining the property which he would not have taken if he had not obtained it or he took steps before obtaining the property which he would not have taken if he had not believed he was going to obtain it,

(c) when he took the steps, he had no notice that the property was recoverable,

(d) if a recovery order were made in respect of the property, it would, by reason of the steps, be detrimental to him.”

71. S.304 of The Proceeds of Crime Act 2002 provides:

“304 Property obtained through unlawful conduct

(1) Property obtained through unlawful conduct is recoverable property.

(2) But if property obtained through unlawful conduct has been disposed of (since it was so obtained), it is recoverable property only if it is held by a person into whose hands it may be followed.

(3) Recoverable property obtained through unlawful conduct may be followed into the hands of a person obtaining it on a disposal by—

(a) the person who through the conduct obtained the property, or

(b) a person into whose hands it may (by virtue of this subsection) be followed.”

Claimant’s submissions

72. The Claimant’s case is that s.240 (Part 5) of the Proceeds of Crime Act 2002 (the Act) enables an enforcement authority such as the Claimant, by means of a Civil Recovery Order, to recover in civil proceedings before the High Court property which is, or represents, property obtained through unlawful conduct.
73. Section 241 of the Act describes unlawful conduct. It is conduct under the criminal law of the relevant part of the United Kingdom, or, if it occurs abroad, both is unlawful under the criminal law of the foreign country and, if it had occurred in a part of the United Kingdom, would be unlawful under the criminal law of that part.
74. The Claimant has to prove its claim for a Civil Recovery Order on the balance of probabilities, as per s. 241(3) of the Act. In *Director of Assets Recovery Agency v He and Chen* [2004] EWHC 2031 (Admin) [66], Collins J confirmed this and cautioned against using an elevated standard owing to the perceived draconian nature of proceedings, saying,
- “... court should not place a gloss upon, so as to require that the standard approaches that appropriate in a criminal case.”
75. The First Defendant admits that the Property represents property obtained by his unlawful conduct, namely conspiracy to supply controlled drugs of Class A.
76. Mr Caldwell submits that the Claimant has proved on the balance of probabilities that the Property was purchased by the First Defendant entirely with money from the proceeds of drug trafficking committed at the time of the purchase of the Property and of which the First Defendant has been convicted. The Second Defendant admits that she did not herself put any money into the purchase of the Property.

Second Defendant’s submissions

77. The Second Defendant’s case is that:
- i) The First Defendant said he did not want to purchase any property in Jamaica.
 - ii) Silver Nelson purchased the Property, not the First Defendant, who made no financial contribution to the purchase of the Property.
 - iii) The First Defendant’s signature was fraudulently added to the title deeds.
 - iv) The First Defendant obtained the title deeds against Silver Nelson’s wishes.
 - v) She witnessed her grandmother, Silver Nelson, receiving parts of the £7,000 - £8,000 which it is said Caroline Beckford sent to Silver Nelson from England to help with the purchase of the Property.

- vi) The Purchase's Statement of Account⁴³ was addressed to Silver Nelson.
- vii) Her Uncle Mikey contributed \$600,000 Jamaican dollars to the purchase of the Property.

Findings of fact

78. The Jamaican Certificate of Title states that on 19 March 2004, the Property was transferred to Silver Nelson, the First Defendant and the Second Defendant as joint tenants for \$4,100,000 Jamaican dollars.
79. It is common ground that at the time of the transfer of the Property to Silver Nelson, the Second Defendant and the First Defendant on 19 March 2004, the Second Defendant was aged 15, was attending school, had no source of income and did not herself make any financial contribution to the Property.
80. Regarding the First Defendant's account of how he purchased the Property, I bear in mind that I must approach the First Defendant's evidence with a great deal of caution, bearing in mind that his credibility is seriously impaired by virtue of his criminal convictions. Nonetheless, I find the First Defendant's account of how he purchased the Property using the proceeds of his drug dealing and placing it in the names of himself, his mother and the Second Defendant plausible and convincing for the following reasons:
- i) The First Defendant was trafficking drugs to a very serious level of criminality, as can be seen from the length of the sentences that he received. As a consequence, I find that his evidence that he was making £3,000 a day for drug trafficking and received over £100,000 from the sale of drugs is fully plausible and I accept that he had more than sufficient money to purchase the Property for approximately £35,000 without any assistance.
 - ii) The First Defendant gave a clear account of how the money was sent to Jamaica. He said that he sent about £400 to his mother via a family friend (whom he did not wish to name) in Jamaica via Western Union Transfers every other day, as identification would have been required if he had sent £500, and that he gave his mother and a friend £4,000 each to take back to Jamaica from the United Kingdom.
 - iii) The title deeds shows that the Property was transferred to him with his mother and the Second Defendant as joint tenants on 19 March 2004. There would be no reason for the Property to be transferred to him as a joint tenant if he had not paid the purchase monies.
 - iv) The Second Defendant's case that the First Defendant's name was fraudulently added to the title deeds makes no sense and is contradictory. The only title document shows that the First Defendant's name was on the Certificate of Title, alongside the names of his mother and the Second Defendant, from the date the Property was transferred to them all, on 19 March 2004.

81. The Second Defendant says that the First Defendant did not make any contribution to the purchase of the Property and that the purchase monies came from:
- i) Silver Nelson, from her savings from her work selling cigarettes and snacks at a roadside stall;
 - ii) £7,000 - £8,000 from the Second Defendant's mother, Caroline Beckford.
 - iii) \$600,000 Jamaican dollars, which in February 2004 would have been worth approximately £5,250, from her Uncle Mikey.
82. I find it implausible that Silver Nelson contributed to the purchase of the Property, bearing in mind that her only income was from a small stall at the roadside, selling snacks and cigarettes, at which she had to stay until 3am.
83. In the statement of Caroline Beckford, the Second Defendant's mother, it is said that she sent £7,000 - £8,000 over a three-month period. When considering Ms Beckford's evidence, I bear in mind that I must approach the evidence of Caroline Beckford with caution, given that she illegally overstayed in the United Kingdom and paid no tax on her income while in the United Kingdom. On the other hand, to her credit, she did admit this when giving evidence.
84. Ms Beckford's witness statement is drafted in the third person. When first asked about her statement, she said it had been written for her. After conversation with the Second Defendant, she changed this to say that it had been typed for her. I find that Ms Beckford's first answer was the correct answer and this considerably reduces the weight that I can place upon her evidence.
85. Ms Beckford, Mr Dixon and the Second Defendant all say they remember the First Defendant saying he would never buy a house in Jamaica. I find this highly unlikely, not least because the title deeds show that he became the joint tenant of the Property, in Kingston, Jamaica, in 2004.
86. I do not accept Ms Beckford's evidence that she could be paid £300 per hour as a hairdresser in 2004. There is no reference to this in her witness statement, and I find it implausible.
87. I find it implausible that Ms Beckford would be able to send £7,000 - £8,000 to Jamaica over a 3 to 4-month period. She said in cross-examination that when in England, she had initially been a cleaner and subsequently a hairdresser. Moreover, there is no particularity in her witness statement of how the money was sent to Jamaica. She only stated that she sent the money by Western Union in cross-examination, after the First Defendant's evidence was completed.
88. I find that Ms Beckford's evidence conflicts with that of Alonzo Dixon. Mr Dixon says in his statement at paragraph 4,

“I had to lend Caroline money to send to her mother to purchase the house.”

Ms Beckford did not say in her witness statement or in cross-examination that Alonzo Dixon lent her money to send to Silver Nelson. Mr Dixon provides no detail as to how

much he lent Ms Beckford, how much Ms Beckford sent her mother, nor how she sent it to her mother. His evidence could hardly be vaguer. Furthermore, it was only in cross-examination that Mr Dixon admitted he was living with Ms Beckford. This information was not in his nor Ms Beckford's witness statements.

89. I find that the inconsistencies and contradictions in the evidence of Ms Beckford and Mr Dixon so undermine their evidence that I conclude that their evidence is untruthful and unreliable, and as a consequence I can place no weight upon it.
90. There is no reference to Uncle Mikey in the Second Defendant's Points of Defence, dated 25 March 2024⁴⁴, or in her witness statement, dated 18 July 2024⁴⁵. The first mention of Uncle Mikey was in cross-examination. Nor is there any witness statement nor even a letter from Uncle Mikey. The Second Defendant gave no explanation for why Uncle Mikey put \$600,000 Jamaican dollars into the Property. There is no evidence for it and it is nothing more than a pure assertion by the Second Defendant. For these reasons, I do not accept that an Uncle Mikey provided \$600,000 Jamaican dollars towards the purchase of the Property.
91. For the forementioned reasons, I prefer the evidence of the First Defendant to that of the Second Defendant and find that the First Defendant provided all of the purchase monies for the Property.
92. The Second Defendant says in her Points of Defence at paragraph 3 that the Property was purchased in the name of Silver Nelson. She repeats this in her witness statement at paragraph 4⁴⁶. In the statement of Caroline Beckford, this is repeated at paragraphs 3 and 4⁴⁷. In her evidence, the Second Defendant said that the Purchase's Statement of Account showed that the purchase was by Silver Nelson.
93. I reject the evidence of the Second Defendant and Ms Beckford as it is contrary to the Certificate of Title⁴⁸, the letter from Clinton Hart & Co, dated 19 March 2004⁴⁹, and the Purchase's Statement of Account, dated 19 December 2003, which is addressed to "Silver Nelson et al".
94. The First Defendant says that the reasons the Second Defendant's name was on the Property title were because she was his favourite niece, the Second Defendant and Silver Nelson were the only people he loved, and to make it more difficult for the Property to be removed from him should he be convicted.
95. The Second Defendant denies that she was a favourite niece and says that she and her twin sister were to be on the title deeds but her twin sister "did not feel like it".
96. However, in the witness statement of the Second Defendant's mother, there is not only no mention of the Second Defendant's twin sister being on the title, but Caroline Beckford says at paragraph 3 of her witness statement that she asked Silver Nelson to add the Second Defendant to the title. She does not say that she asked for the Second

⁴⁴ 31-33

⁴⁵ 123-125

⁴⁶ 124

⁴⁷ 127

⁴⁸ 75-76

⁴⁹ 73

Defendant's twin sister to be added. Further, when asked in cross-examination why the Second Defendant's twin sister was not on the Title, she said she did not know.

97. I find the First Defendant's explanation as to why the Second Defendant was on the title deed, namely that the Second Defendant was his favourite niece, and he wanted to make it more difficult for the Property to be recovered if he were arrested, far more likely and compelling. In contrast, I find the Second Defendant's case contradictory for the reasons stated above.

98. The Second Defendant alleges in her witness statement⁵⁰,

“4. ... Glenford Adams did not sign the title for the house, he was in England at the time and needed a notary to assist him. Since the DPP has resources to find out about my background, he should use his resources to find out how Glenford Adams' signature was fraudulently added to the title.

...

7. My grandmother added his name to the title because she was worried about him. She was worried that if he was sent back to Jamaica, he will not be safe since he was gay. She was worried he might not have a home and he was her youngest child.”

99. There is no evidence that the First Defendant's name was not originally on the Title for the Property and that his name was fraudulently added to the Title. The Jamaican Certificate of Title states that the Property was registered on 19 March 2004 to Silver Nelson and the First and Second Defendants. There is no documentary evidence or any evidence other than the Second Defendant's assertion that the First Defendant's name was subsequently added to this title. Further, the First Defendant provides no particularity of the alleged fraud.

100. At paragraph 7 of her statement, the Second Defendant says,

“My grandmother added his name to the title because she was worried about him.”

101. There is no evidence supporting this assertion and it contradicts the Second Defendant's own assertion that “Glenford Adams' signature was fraudulently added to the title”.

102. In cross-examination, the Second Defendant said for the first time that Silver Nelson took the title deeds to her son, Everton Miller, in Canada for safekeeping. She said that Everton Miller was pressurised by the First Defendant to send him the title deeds. I find this account not credible for multiple reasons:

- i) This account is contradicted by the Second Defendant's Points of Defence, dated 25 March 2024, which was signed with a statement of truth. There is no mention of Everton Miller in the Points of Defence. The Second Defendant says⁵¹,

⁵⁰ 124

⁵¹ 32

“4. ... the 1st Defendant ... is submitting documents that were never for him, the title and receipts were in the possession of Silver Nelson, the person who purchased the Property ... These documents were taken from Ms Silver Nelson when she got sick and can hardly move her on own, they were not willingly given to Glenford Adams.”

- ii) Everton Miller is not mentioned in the Second Defendant’s witness statement, dated 18 July 2024⁵².
 - iii) There is no witness statement or even letter from Everton Miller in support of this account.
 - iv) I accept Mr Caldwell’s submission that the Jamaican title deeds is a public document, which could have been easily obtained by the First Defendant without any contact with Everton Miller, assuming it be true that the latter had the title deeds.
103. As to the Second Defendant’s attacks on the First Defendant’s credibility, I make the following findings. The Second Defendant says in her witness statement at paragraph 8 that the First Defendant “robbed” the Property in 2023. The Second Defendant stated that she was not present. She did not see the burglary, nor did anyone else. She said she did not report the alleged burglary at the Property by the First Defendant to the Police. She said that two stoves, a fridge, a microwave, a bed and the door to one of the rooms was stolen. She said that said that one of the burglars told her cousin that the First Defendant had told him to burgle the Property.
104. I am unable to accept the Second Defendant’s account that the First Defendant burgled the Property because:
- i) It is inherently implausible that the First Defendant would arrange a burglary of his own property, including removing one of the doors, and thereby decrease the value of it;
 - ii) The Second Defendant makes numerous serious allegations against the First Defendant which I find to be baseless. For example, she says:
 - a) At paragraph 4 of her witness statement that the Second Defendant’s signature was fraudulently added to the title.
 - b) At paragraph 8 of her witness statement, “he targets the lives of young gay men here in Jamaica”.
 - c) That he pressurised Everton Miller to send the title deeds to him.
 - d) In cross-examination, she said that the First Defendant took money out of Silver Nelson’s bank account.
 - iii) The Second Defendant said in cross-examination that the tenants at the Property reported the First Defendant to the Police for the burglary. I find that this is

⁵² 123-125

unlikely to be true because Mr Law says in his second witness statement at paragraph 2 (b)⁵³, “As of 22nd November 2023, the First Respondent, Glenford Robert Adams was NOT wanted by the authorities in Jamaica”.

105. I find that the voice notes referred to at paragraph 9 of the Second Defendant’s witness statement do not advance the Second Defendant’s case.

Conclusion

106. I find that the Claimant has proved on the balance of probabilities that:
- i) The Property was solely paid for by monies obtained by the First Defendant’s drug trafficking and as a consequence represents property obtained by unlawful conduct on the part of the First Defendant.
 - ii) As a consequence, the Claimant is entitled to recover the Property under s.240 (Part 5) of the Act.
 - iii) The Second Defendant does not have a defence under s.266(4) of the Act because she did not obtain the recoverable property in good faith. She admitted that she knew that the First Defendant was a criminal. I accept the evidence of the First Defendant in his interview that his family, including the Second Defendant, knew that the Property was paid for by his unlawful conduct, and that the purpose of including his mother and the Second Defendant on the title deeds was to make it harder for enforcement authorities to recover the proceeds of his unlawful conduct.

Typographical corrections

107. In my draft judgment, I asked the parties to send me their typographical corrections to my judgment, any proposed changes to my draft order and submissions as to costs.
108. I have received the following submissions from the Second Defendant:
- i) 31 December 2024 at 14:16
 - ii) 31 December 2024 at 16:06
 - iii) 31 December 2024 at 17:43
 - iv) 31 December 2024 at 20:04
 - v) 1 January 2025 at 15:52, in which she says, “This is my last email to you.”
 - vi) 2 January 2025 at 15:07
 - vii) 6 January 2025 at 16:45
 - viii) 8 January 2025 at 02:50, to which she attaches her Form N260 Statement of Costs

109. I have noted the email from Mr Logan on behalf of the Claimant, sent on 6 January 2025 with his proposed typographical corrections.
110. I have made the typographical corrections sought to my draft judgment.

Costs

111. I have noted:
- i) The Second Defendant's N260 Statement of Costs, dated 12 November 2024;
 - ii) The Claimant's N260 Statement of Costs, dated 10 December 2024.
112. The first issue is who should pay the costs. CPR 44.2(2)(a) provides:
- “(2) If the court decides to make an order about costs-
- (a) the general rule is that the unsuccessful party will be ordered to pay the costs of the successful party”
113. I find that the general rule should apply. The Second Defendant is the unsuccessful party and therefore I order that she pay the costs of the claim.
114. The second issue is whether the costs claimed by the Claimant in their statement of costs, dated 10 December 2024, are proportionate.
115. I find that the costs claimed by the Claimant of £30,784.34 are proportionate in amount to the value of the Property which was in issue, which is in the region of £107,000, and the complexity of the litigation.
116. The third issue is whether the costs claimed in the Claimant's statement of costs are reasonable in terms of the hourly rates, the grades of fee earners who have carried out the work and the amount of time claimed.
117. Regarding the hourly rates, I find that the rates claimed are reasonable. They are well within the guideline rates.
118. I find that the statement shows that there has been a careful division of work between the Grades A and D fee earners.
119. I find that the time claimed in the Claimant's N260 Statement of Costs for the work carried out is reasonable.
120. I therefore conclude that the Second Defendant should pay the Claimant's costs on a standard basis in the sum of £30,784.34. Such sum to be paid by the Second Defendant to the Claimant by 31 January 2025.