SUPREME COURT OF SEYCHELLES

Reportable
[2026]
CS20/2026

In the matter between:

ANDY JUDE LABROSSE **Plaintiff**
(rep. by Mr. F. Ally)

and

SUSAN LUCY LABROSSE - ROLSTON **Defendant**
(rep. by Mr. A. Derjaques)

Neutral Citation:	*Labrosse v Labrosse - Rolston* (CS20/2026) [2026] (08 October 2026).
Before:	Carolus J
Summary:	Judgment by Consent – Section 131 of the Seychelles Code of Civil Procedure
Delivered:	08 October 2026

JUDGMENT BY CONSENT

CAROLUS J

[1] The Plaintiff, Andy Labrosse and Defendant, Susan Labrosse- Rolston have appeared in Court and through counsel, filed a Judgment by Consent dated 8th October 2026, signed by them and their respective counsels, stating the terms and conditions agreed upon between them in settlement of this suit, as follows:

> ***WHEREAS*** *the parties to the above-captioned suit have agreed to compromise the suit on the terms and conditions set out below;*
>
> ***NOW THEREFORE*** *the parties hereby consent and agree, pursuant to section 131 of the Seychelles Code of Civil Procedure (Cap 213), that their agreement be made a judgment of the Supreme Court of Seychelles, and pray this Honourable Court to enter judgment in full and final settlement of the suit in the following terms:-*

1. *In full and final settlement of the claim contained in this suit in respect of the Plaintiff's entitlement in the succession of the late Lynda Jacqueline Labrosse, also known as Linda Labrosse, who died on 20th December 2018 ("the Deceased"), the Defendant shall:*

   (a) *transfer to the Plaintiff ten (10) shares in R & R (Pty) Ltd ("the Company"), out of the shares registered in the name of the Defendant or, if required, out of the shares to which the Deceased was entitled in the Company; and*

   (b) *transfer to the Plaintiff an undivided one quarter (¼) share in the land comprised in Title No. C2194 ("parcel C2194").*

2. *The remaining undivided three quarters (¾) share in parcel C2194 shall remain vested in and registered in the name of the Defendant.*

3. *The Defendant shall execute all instruments and do all such acts as are necessary to give effect to paragraph 1 within thirty (30) days of the date of this Judgment, or upon demand made by the Plaintiff to the Defendant thereafter.*

4. *If the Defendant fails to do so within the said period of thirty (30) days, or upon such demand, this Judgment shall stand in lieu of the instruments of transfer, and:*

   (a) *the Company shall register the Plaintiff in its register of members as the holder of ten (10) additional shares in the Company, and the directors and secretary of the Company shall make all entries and filings necessary to give effect thereto; and*

   (b) *the Land Registrar shall rectify the land register in respect of parcel C2194 by registering the Plaintiff as proprietor of an undivided one quarter (¼) share in parcel C2194, the remaining undivided three quarters (¾) share remaining registered in the name of the Defendant.*

5. *For all intents and purposes, including stamp duty, the transfers effected under this Agreement and Judgment constitute a transmission by way of inheritance, being the distribution of the Plaintiff's hereditary share in the succession of the late Lynda Jacqueline Labrosse, and not a transfer for value.*

6. *The restriction entered against parcel C2194 at the instance of the Plaintiff registered on 21st May 2026, and any other order of inhibition, caution or*

restriction entered against parcel C2194 in connection with this suit, is hereby removed, and the Land Registrar shall cancel the same upon registration of the transfer or rectification referred to in paragraphs 1(b) and 4(b) above.

7. *This Judgment wholly and fully satisfies the suit in respect of the Plaintiff's claim in the succession of the Deceased.*

8. *Each party shall bear its own costs.*

[2] This Judgment by Consent is entered as a Judgment of this Court in accordance with section 131 of the Seychelles Code of Civil Procedure.

Signed, dated and delivered at Ile du Port on 8 October 2026

E. Carolus

E. Carolus J