

**FILED**

June 16, 2023 09:45 AM  
SCT-Civ-2022-0119  
VERONICA HANDY, ESQUIRE  
CLERK OF THE COURT

**For Publication**

**IN THE SUPREME COURT OF THE VIRGIN ISLANDS**

<b>GEORGE FRANCIS,</b>	)	<b>S. Ct. Civ. No. 2022-0119</b>
Appellant/Defendant,	)	Re: Super. Ct. Civ. No. 190/2020
	)	(STT)
v.	)	
	)	
<b>EDWARD A. FRANCIS and</b>	)	
<b>JAMES L. FRANCIS,</b>	)	
Appellees/Plaintiffs.	)	

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On Appeal from the Superior Court of the Virgin Islands  
Division of St. Thomas-St. John  
Superior Court Judge: Hon. Sigrid M. Tejo

Considered: May 9, 2023  
Filed: June 15, 2023

Cite as: 2023 VI 8

**BEFORE:**     **RHYS S. HODGE**, Chief Justice; **MARIA M. CABRET**, Associate Justice; and  
                 **IVE ARLINGTON SWAN**, Associate Justice.

**ORDER OF THE COURT**

¶1     This appeal was filed by Appellant George Francis from the Superior Court's December 5, 2022 order which enforces the mediated settlement agreement between Appellant and his two brothers, Appellees Edward A. Francis and James L. Francis.

¶2     The underlying case arose from a dispute over ownership and use of property inherited by three brothers – George, Edward, and James Francis. George initiated the underlying action for partition to terminate his co-tenancy in the inherited property with Edward and James. The brothers participated in mediation and conclusively agreed to sell and divide the proceeds of the property. All three brothers entered into a mediated settlement agreement, which provided, in

1. The parties will list the Property with a realtor for an asking price of not less than \$650,000.
2. The minimum acceptable price will be \$560,104 plus expenses of sale.
3. In the event that an offer to purchase is received for less than \$560,104, it shall be acceptable if two of the three parties agree to accept it.

After the mediated settlement agreement was signed, Appellee Edward Francis offered to buy the property for \$650,000. Although Appellant George Francis agreed at first, he ultimately revoked his acceptance and demanded adherence to the terms of the mediated settlement agreement, concluding that the property must be initially listed with a realtor for not less than \$650,000. The Superior Court ordered enforcement of the mediated settlement agreement and ordered George to execute the Contract of Sale for the property.

¶3 In determining the enforceability of the mediated settlement agreement, the Superior Court was required to apply basic contract principles and consider the parties' arguments, evidence, and any disputed facts in rendering its decision to grant Appellees' motion to enforce the mediated settlement agreement. See *Vlaun v. Briscoe*, 2022 VI 18, ¶13 (citing *Boynes v. Transp. Servs. of St. John, Inc.*, 60 V.I. 453, 460-61 (V.I. 2014)). See also *Courtney v. Pineapple Condo. Assoc. Inc.*, 71 V.I. 166, 171 (V.I. Super. Ct. Aug. 15, 2019) ("[A] trial court must take one of three possible actions when deciding a motion to enforce a settlement agreement: (1) hold an evidentiary hearing on the motion to determine disputed facts and then enter judgment after taking evidence to prove the agreement and any defenses that the nonmoving party may proffer; (2) dispose of the motion on the pleadings [if the facts are undisputed]; or (3) treat the motion as akin to one for summary judgment.") (internal quotation marks omitted).

¶4 Appellate courts review a trial court's findings of fact for clear error and plenary review the lower court's application of law *de novo*. *St Thomas-St. John Bd. of Election v. Daniel*, 49 V.I. 322, 329 (V.I. 2007). Thus, to conduct meaningful review of a trial court's decision, an appellate court is required to consider the lower court's reasoned explanation in the form of adequate findings of fact and conclusions of law. V. I. R. Civ. P. 52(a)(1)(a). *See also Spencer v. Navarro*, S. Ct. Civ. No. 2007/69, 2008 WL 6054262, at \*3 (V.I. June 27, 2008) (remanded to the Superior Court to enter findings of fact in accordance with FED. R. CIV. P. 52(a), upon which V.I. R. CIV. P. 52(a) is modeled). A trial court may announce its findings of fact and conclusions of law orally following a hearing or in a written opinion accompanied by an order. *See Turnbull v. Turnbull*, 2011 WL 1304476, at \*9-10 (V.I. 2011). A remand is necessary where the trial court fails to explain its reasoning, because without findings of fact or conclusions of law, meaningful appellate review is not possible. *Wessinger v. Wessinger*, 56 V.I. 481, 488 (V.I. 2012) (citing *Dennie v. Swanston*, 51 V.I. 163, 167-68 n.1 (V.I. 2009)). *See also Streibich v. Underwood*, 74 V.I. 488, 510 n.19 (V.I. 2021).

¶5 Here, the Superior Court's December 5, 2022 order granted the Appellees' motion to enforce the mediated settlement agreement and ordered execution of a contract of sale for the property without making any oral or written findings of fact or conclusions of law. Indeed, the Superior Court made not a single reference to the record, nor to any of the parties' arguments, or the law that it applied in deciding to enforce the mediated settlement agreement. Therefore, this Court must vacate the Superior Court's December 5, 2022 order and remand the case to the Superior Court so that it can enter a new order either enforcing or refusing to enforce the mediated settlement agreement based on a recitation of factual findings and conclusions of law sufficient to enable meaningful appellate review.

Accordingly, it is hereby

**ORDERED** that the December 5, 2022 order of the Superior Court is vacated. It is further

**ORDERED** that this case is remanded to the Superior Court with instructions to make findings of fact and conclusions of law and to enter an appropriate order regarding the parties' mediated settlement agreement. It is further

**ORDERED** that copies of this Order shall be served on the parties.

**SO ORDERED** this 16<sup>th</sup> day of June, 2023.

**BY THE COURT:**

  
**MARIA M. CABRET**  
Associate Justice

**VERONICA J. HANDY, ESQ.**  
Clerk of the Court

By: 

**Deputy Clerk II**

**Dated:** 6-16-2023

**Copies to:**

Justices of the Supreme Court  
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