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SAINT LUCIA

IN THE HIGH COURT OF JUSTICE

(CIVIL)

Suit No.476 of 1992

Between:

(1) VERONICA ETIENNE
(2) EMILIUS ETIENNE

Plaintiffs

vs

IRENE GEORGE

Defendant

Mr Evans Calderon for the Plaintiffs

Mr L Riviere for the Defendant

1995: March 20 and 29

JUDGMENT

d'Auvergne, J.

By a writ of summons indorsed with a statement of claim dated September 21, 1992 and filed on the 22nd day of September 1992 the Plaintiffs sought the following:

1) A declaration that the land described in the schedule hereto is the land of the Plaintiffs.

2) That the land sold to the Plaintiffs be surveyed and dismembered from the Defendant's remaining land.

3) That the Registrar of Lands be ordered to rectify the Register of lands in Saint Lucia to show that the Plaintiffs are the owners of the land described in the schedule hereto as surveyed.

4) An ad interim injunction to restrain the Defendant from selling or otherwise dealing with the land sold to the Plaintiffs.

5) The costs of this action and all costs incidental thereto.

An appearance and a defence were entered on November 11, 1992.

The gist of the defence is that the Defendant denies that there was a completed contract for the sale of land and that she ever entered into any contract with the second named Defendant with respect to the said land.

The matter was heard on March 20, 1995 and the first Plaintiff and one witness gave evidence on behalf of the Plaintiffs and the Defendant gave evidence on her own behalf.

Veronica Etienne the first Plaintiff told the Court that the second Plaintiff was her deceased husband and that the Defendant is her aunt.

She said that she bought a piece of land measuring 115 sq ft by 60 sq ft (to be dismembered from a larger portion of the Defendant's land) for the sum of $4,000.00 EC and exhibited a Deed of Sale which showed the consideration as $1,5000 EC. She further said that she was present at the execution of the Deed, and she saw her aunt, the Defendant, affix her signature to the Deed. She told the Court that during the period of the Land Registration Titling Project in Saint Lucia both she and her husband were in St Thomas and that she asked her uncle to register the said land for her but he was unable to do so.

She exhibited a land register which showed that the land in question was registered as **Parcel No.1246B 208** in the name of the Defendant. She told the Court that she had on numerous occasions asked her aunt to survey her piece of land for her but to no avail.

Under cross examination she denied owing the Defendant any money but admitted that the Defendant told her that she had not sold any land to her.

Michael Jn Vier told the Court that he was a farmer by occupation and that he was the one who measured the piece of land in dispute from the Defendant's larger portion in the presence of the first Plaintiff and the Defendant.

He further told the Court that he escorted both the first Plaintiff and the Defendant to the office of Barrister-at-Law Evans Calderon and that he heard the Defendant give instructions to the said Barrister and saw the Defendant sign a document in the presence of both the Barrister and the Plaintiff.

The Defendant commenced her evidence after informing the Court of her name and where she lived in those words *"I do not know Mr Calderon. It is the first time that I am seeing him. I do not know Mr Calderon's office. I do not know that I went with Veronica and Jn Vier to Mr Calderon's office. I did not sign a Deed selling a piece of land to Veronica."*

She however admitted that she had *"agreed to sell a spot to Veronica for $8,000.00."* She said that Veronica only paid half (½) the purchase price and exhibited a bank pass book which verified her statement. She said that she was prepared to return the first Plaintiff's money to her rather than convey the said land to her since she had already sold the land to one Michael Vincent about three years ago.

The Defendant was asked to sign her name on a piece of paper which was admitted in evidence.

This Defendant concluded her evidence by stating most emphatically that she never signed any Deed of Sale to the first Plaintiff *"at Mr Calderon's office."*

Neither Counsel addressed the Court. They both said that it was a simple factual case.

CONCLUSION

I agree with both Counsel that this is a simple factual case. Having had the opportunity of seeing and hearing all the witnesses I am of the view that the Defendant is someone who is very economical with the truth.

A comparison of the signature on the original Deed and the one written by the Defendant in Court shows plainly that they were both written by the Defendant. Moreover I believe the first Plaintiff and the witness who said that they were present when the Defendant affixed her signature to the original Deed of Sale at Mr Calderon's office.

I also believe the first Plaintiff that the land was sold for $4,000.00 EC and not $8,000.00 and that she paid $1,500.00 US to the Defendant which was erroneously stated on the Deed of Sale as $1,500.00 EC.

A perusal of the Land Register shows that Parcel 1246B 208 in the quarter of Castries is still registered in the name of the Defendant.

Consequently my order is as follows:

(1) That the parcel of land measuring 115 sq ft x 60 sq ft stated in the Plaintiffs' Deed of Sale to be the property of the Plaintiffs' with absolute ownership.

(2) That the said parcel of land be surveyed and dismembered from the Defendant's land viz No.1246B 208.

(3) That the Registrar of Lands do rectify the register of lands by giving a parcel number to the said surveyed portion of land.

(4) That the Defendant do pay the costs of this action to the Plaintiffs to be agreed or otherwise taxed.

SUZIE d'AUVERGNE
PUISNE JUDGE