

SAINT VINCENT AND THE GRENADINES

IN THE HIGH COURT OF JUSTICE

1990 NO. 367

BETWEEN

5 STELLA JACKSON of Mesopotamia

AND

GEORGE BROWN
RANDOLPH TIMOTHY
BARBARA ABRAHAM

PLAINTIFF

DEFENDANTS

10 Mr. Stephen Huggins for the plaintiff.

12th November, 1997
Delivered 19th November, 1997

JUDGMENT

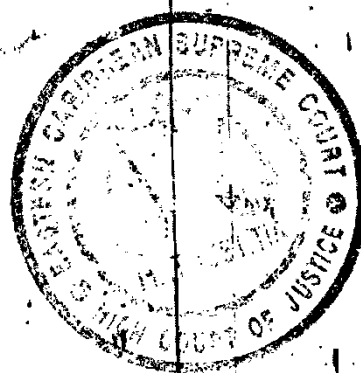
BAPTISTE J.

15 This is a suit brought by the Plaintiff claiming damages against the first named defendant for breach of a covenant of quiet enjoyment contained in a Deed of Conveyance number 1257 of 1981 and as against all three defendants:

- (a) an injunction to restrain them or any of them by themselves their servants or agents or howsoever from entering, remaining on or crossing the said lands;
- 20 (b) general damages for trespass;
- (c) costs;
- (d) further or other relief.

Mr. Huggins for the Plaintiff advised the court at the beginning of this matter that judgement in default of defence had been obtained against the second and third named defendants.

25 The first named defendant was absent. No reason was advanced for his absence. His solicitor on record was also absent. The court proceeded to deal with the matter ex parte. Evidence was heard from the Plaintiff at the end of which I entered judgment for the Plaintiff and promised to give reasons for my decision at a later date. This I will now do.



The claim of the Plaintiff is set out in a specially endorsed writ issued out of the Registry of the High Court of Saint Vincent and the Grenadines on the 5th of July, 1990. In paragraphs 1, 2, 3, and 4 of her statement of claim she deposed as follows:

1. "Under and by virtue of a Deed of Conveyance made between the First Defendant and the Plaintiff dated the 16th day of June, 1981 and registered in the Registry of Deeds for the State of Saint Vincent and the Grenadines as Deed number 1257 of 1981 the Plaintiff is the fee simple owner of ALL THAT TWO and half lots of land situate at Mesopotamia butted and bounded on the North by lands in the possession of Conrad Parsbn on or towards the south by a road on or towards the east by lands in possession of Annerly Falby and on or towards the west by River (hereinafter called "the said lands"). The said lands were duly surveyed by the Plaintiff's surveyor and the resulting survey plan was lodged at the surveys Department on 27th December, 1989 as Plan No. C6/160. At the trial the Plaintiff will refer to the aforesaid Deed and Survey plan."
2. "The First Defendant sold the Plaintiff the said lands at and for the price of \$3,500.00 which sum was duly paid to and received by the First Defendant is estopped from questioning or denying any aspect of the Plaintiff's title to the said lands."
3. "After his sale and conveyance of the said lands to the Plaintiff the First defendant has persisted in acting as owner thereof. He has purported to let portions of the said lands to the Second and Third Defendants and all three Defendants are trespassers on the said lands."
4. "The Plaintiff has repeatedly warned the Defendants of their unlawful action to no avail. The First Defendant in or about April, 1990 unlawfully entered the said lands and broke down a block fence being erected by the Plaintiff and threw into the river lengths of board that were being used to cast a concrete column. The First Defendant also uprooted the monument forming a part of the Plaintiff's boundary."


In her evidence the Plaintiff stated that she lives at Mesopotamia and owned a parcel of land there. She lived on that parcel of land which is contained in a deed in her name, and purchased 1257 of 1981. The land was purchased from the first named defendant for \$3,500.00. The price was paid in two installments. The first payment was \$1,000.00 and the remaining \$2,500.00 was paid when the Deed was finished prepared.

The Plaintiff further deposed that before she went to America sometime in 1984, the third named defendant came to build on her land, claiming that she had rented the land from the first named defendant. She advised the third named defendant that she cannot trespass on her land.

Knowing she had her Deed and had bought the land from the first named defendant, the Plaintiff stated that she wanted to go on her holiday and proceeded to America. When she returned in 1989 she met the second named defendant building on the land. He had built a wooden house on the land. The Plaintiff further testified that the first named defendant broke down a wall 5 boundary which she had constructed.

I accept the evidence of the Plaintiff and find that by Deed of Conveyance No. 1257 of 1981, dated 16th June, 1981 and made between the Plaintiff and the first named defendant, the first named defendant in consideration of the sum of \$3,500.00, conveyed the land described in the schedule of the Deed to the Plaintiff, that land being the same as described in the first paragraph 10 of the Plaintiff's statement of claim. I also find that this land has been trespassed upon by all three defendants. Accordingly I enter judgment for the Plaintiff. As far as reliefs are concerned Mr Huggins advised the court that his client would only pursue the claim for an injunction against all three defendants and further or other relief. No claim for damages would be pursued as the Plaintiff stated in her evidence that the first named defendant had no money.

15 I give judgment for the Plaintiff and as against all three defendants it is ordered that an injunction is granted to restrain them or any of them by themselves their servants or agents, or howsoever otherwise from entering, remaining on or crossing the said lands.


Davidson Kelvin Baptiste
High Court Judge (Ag)