

IN THE SUPREME COURT OF GRENADA
AND THE WEST INDIES ASSOCIATED STATES
HIGH COURT OF JUSTICE

GRENADA

CLAIM NO. GDAHCV2006/0561

BETWEEN:

NORRIS EDWARDS

CLAIMANT

and

JUDE EDWARDS

DEFENDANT

Appearances:

Ms. Afi Ventour for the Claimant
Mr. Ruggles Ferguson for the Defendant

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2009: May 6th & 27th
November 26
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JUDGMENT

[1] **Michel J:** On 16th November 2006 the Claimant, Norris Edwards, filed a Fixed Date Claim Form and accompanying Statement of Claim in which he claimed against the Defendant, Jude Edwards, possession of land situate at Marli in the Parish of Saint Patrick in Grenada and costs. The Defendant filed an Acknowledgement of Service of the Fixed Date Claim Form and Statement of

Claim and on 5th March 2007 filed a Defence in which he disputed the Claimant's claim. The Claimant filed a Reply on 5th April 2007 joining issue with the Defendant on his Defence. Standard Disclosure was made by the parties in June and July of 2007 and witness statements of and on behalf of the parties were filed in August 2007. The trial of the matter took place on May 6th and 27th, 2009.

[2] At the trial, the Claimant gave evidence on his own behalf and called no witnesses, while the Defendant gave evidence on his own behalf and called one witness.

[3] The evidence of the Claimant was that he is the owner of the disputed land, on which his parents had a wooden dwelling house and on which he was born, presumably in his parents' dwelling house and presumably in 1936 (25 years before he migrated to the United Kingdom in 1961 at the age of 25). Some time in or about the year 1961, on his instructions, his father made enquiries regarding the purchase of the land with one Mr. Croft Ferguson and agreed with the said Croft Ferguson that the land would be sold to the Claimant. The land was bought and paid for by the Claimant's father with monies that the Claimant sent to him from England in many instalments. The final payment for the land was made to Mr. Croft Ferguson in 1985 by the Claimant, while he was in Grenada on vacation. He received a receipt from Mr. Ferguson which he gave to his then Attorney, Mr. Samuel Forde, to prepare a plan and deed for the land, but the receipt cannot now be found. On one of his visits to Grenada he observed that the Defendant had taken possession of the land and had built a small wooden house thereon. He tried to speak with the Defendant but the Defendant did not respond to him and so he asked his Attorney, Mr. Samuel Forde, to write a letter to the Defendant demanding that he leaves the land, which letter was prepared and sent to the Defendant, but the defendant refused to vacate the land. He has asked the Defendant on many occasions to leave his property but the Defendant refuses to do so.

- [4] The evidence of the Defendant was that he was born on the disputed land (on 3rd October 1955) and grew up on the land and has been living on it from birth. He lived there with his mother and his siblings and, when his mother migrated (to Trinidad) while he was still a child, he continued to live on the land with his grandparents and his siblings. After the death of his grandparents, Wilfred and Essie Edwards, he and his siblings continued to live on the land. In or about the year 1986 his wife came to live with him on the land and his children were born and grew up there. His grandfather bought the land in 1962 and died in 1983 without a Will and so his property passed in equal shares to his four surviving children, being the Claimant and his sisters, one of whom is the mother of the Defendant, whose permission he has to occupy the land. The Claimant, who has been residing in the United Kingdom since 1961, never made any claims of ownership or showed any interest in the land prior to 2001.
- [5] The Defendant's evidence was supported and corroborated by the evidence of his brother, Wilber Cyrus. He too was born and grew up on the disputed land. He lived on the land until 1994. He too asserts that the land was owned by his grandfather, Wilfred Edwards, who purchased it in 1962 and died in 1983 without leaving a Will, but leaving four children, including the Claimant and the mother of the Defendant and himself. He too asserts that it is only since 2001 that the Claimant started to make demands for possession of the land from the Defendant who is and has been in occupation of it.
- [6] On this state of evidence the Court is asked by the Claimant to find that the Defendant is a trespasser on the land and that the Claimant is entitled to dispossess him and have exclusive possession of the land.
- [7] In order for the Court to dispossess the Defendant at the behest of the Claimant, the Court must find that the Claimant is entitled to the exclusive possession of the land and/or that he is the sole owner of it and not a co owner together with his

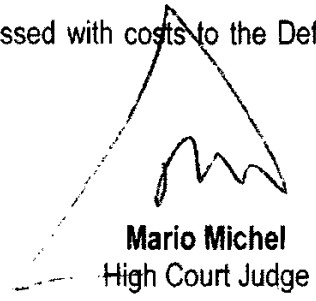
siblings, since it is not disputed that the Defendant has the permission of his mother, who is one of the Claimant's siblings, to be on the land.

- [8] The Claimant concedes that the disputed land was bought by his father, Wilfred Edwards, from the Ferguson family, but alleges that the land was bought by his father for him (the Claimant) with money sent down from England by him. This allegation having been denied by the Defendant from the outset, the Claimant produced not a single witness or a single document of any probative value to substantiate this allegation. In his witness statement, which he asserts is true and correct, he says that the final payment for the land was made by him in 1985 while he was in Grenada on vacation. Under cross examination, however, when asked about his visits to Grenada, he says "I was next home in 1984. The next time after 1984 was 1993." So he was not in Grenada in 1985. In his witness statement he also asserts that in 1985 he gave his Attorney at the time, Mr. Samuel Forde, his receipt for the land to prepare a plan and a deed for the land for him. Sixteen years later, in 2001, he is in Grenada and observes that the Defendant is in occupation of the land and refuses even to speak to him. He goes to the same Attorney to whom he had previously gone to prepare the deed for the land in 1985 and causes a letter to be sent to the Defendant asking him to leave the land, but still no title deed for the land. The Claimant does not dispute the assertion by the Defendant that Wilfred Edwards bought the land in 1962, but merely asserts that his father, the aforesaid Wilfred Edwards, bought it for him. Yet he comes to Court forty seven years later claiming ownership of the land with no document of title to the land or any credible back up for his bald assertions. The copies of the documents from the Inland Revenue Department are of no real probative value. The copies of the demand notes can mean nothing more than that at some stage prior to the date of the demand note someone (including Norris Edwards) represented to the Inland Revenue Department that Norris Edwards was the owner of and/or was responsible for the payment of property tax on the subject property; the presence of the name of Norris Edwards on the Notice of Assessment can be the result of the same representation; and the name on the

receipts from the Inland Revenue Department would be that of the person making the payments which, as admitted by the Defendant under cross examination, he commenced doing in 2001- the same year that the Defendant and his witness alleged that the Claimant started to claim ownership of the disputed land.

- [9] Apart from the inconsistencies earlier referred to in the evidence of the Claimant, there are some other inconsistencies between the content of his witness statement and his evidence under cross examination, for example, as to the frequency of his visits to Grenada and his planting of crops on the disputed land.
- [10] There were two noted instances of inconsistencies in the Defendant's evidence. One instance was his assertion in his witness statement that he had been living on the disputed land for the past 51 years (which was his age at the date of the witness statement) and his admission under cross examination that for some seven years of his life, while he was still a child, he had lived elsewhere. The other instance was the contradiction between a statement in his Defence and his assertion under cross examination that he had never asked the Claimant to sell him the spot of land that he is in occupation of. None of these inconsistencies, however, destroy the credibility of the evidence of the Defendant and his witness on the essential issues in the case.
- [11] All things considered, the Claimant has not satisfied the Court that he is the sole owner and entitled to exclusive possession of the land in dispute so as to entitle him to dispossess the Defendant, who is occupying the land with the permission of one of the Claimant's three siblings and who would have the same rights as the Claimant, unless one accepts the Claimant's evidence that although the land was purchased and paid for by his father, it was purchased for him and paid for with money provided by him. This Court has not accepted these averments by the Claimant in the absence of any supporting evidence, whether through witnesses or documentation.

[12] The Claimant's case is accordingly dismissed with costs to the Defendant in the sum of \$4,000.00.



Mario Michel
High Court Judge