

IN THE SUPREME COURT OF GRENADA

**AND THE WEST INDIES ASSOCIATED STATES
HIGH COURT OF JUSTICE
(CIVIL)**

GRENADA

CLAIM NO. GDAHCV2016/0092

BETWEEN:

EDMUND FRANCIS

Claimant

and

[1] LEROY WILLIAMS

Defendant

[2] ANDY THOMAS

Added
Defendant

Before:

The Hon. Mr. Justice Raulston L. A. Glasgow

High Court Judge

Appearances:

Mr. Ruggles Ferguson with him Ms. Danyish Harford for the Claimant
Mrs. Sabrita Khan-Ramdhani for the Defendants

2021: May 19;
June 14 (Written submissions);
November 19 (Further hearing);
December 3 (Further hearing);
2022: January 3.

JUDGMENT

[1] **GLASGOW, J.:** This is a claim for possession of property together with a dwelling house situate at Sendall Street in the town of Grenville in the parish of Saint Andrew, Grenada (the property). The claimant, Edmund Francis (Mr. Francis) filed a fixed date claim on 23rd March 2016 against the defendants Leroy Williams (Mr. Williams) and Andy Thomas (Mr. Thomas) asking the court to grant him an order for vacant possession of the property, an injunction

restraining the defendants from their continued occupation of the property, damages for trespass, mesne profit, interest, costs and further relief.

The Pleadings

Edmund Francis' case

- [2] Mr. Francis claims that he is the fee simple owner of the property by virtue of two indentures of conveyance. The first conveyance is dated 18th September 1992 and was made between Alston John, Tyrel John and Mr. Francis. That conveyance sought to convey Tyrel John's share of the property to Mr. Francis. The second conveyance is dated 7th May 2014 and was made between Finton John, Emmanuel John and Mr. Francis. That conveyance recited that the children of Rose Thomas (Finton John and Emmanuel John) conveyed their individual shares of the property to Mr. Francis.
- [3] Prior to the above conveyances Mr. Francis' grandfather, Shedrack also spelt Shedrach John, who died on 7th April 1981, leased the property to one Falcon Thomas. Falcon Thomas lived on the property in a wooden house together with his common law wife. Mr. Falcon Thomas' common law wife, Agatha Phillip, was Mr. Williams' mother. At the date of his death, Falcon Thomas left his common law wife, Agatha Phillip and Mr. Williams living on the property. Mr. Williams is now the only person in possession of the property as Falcon Thomas' common law wife no longer resides there.
- [4] By letter dated 3rd October 2014 Mr. Francis instructed his attorneys to write to Mr. Williams demanding that he vacate the property within three months. However, to date Mr. Williams remains in possession of the property and thus Mr. Francis prays for an order granting him vacant possession, among the previously recited reliefs.

Defence and counterclaim of Leroy Williams

- [5] On 6th December 2016 Mr. Williams filed a defence to the fixed date claim in which he contends that he has no knowledge of the conveyances referred to by Mr. Francis. He avers that, even if the statements in paragraph 3 and 5-15 of the statement of Mr. Francis' claim are true, they could not give Mr. Francis

any valid claim to the property and that they did not override his right to occupy. Mr. Williams says that he is in occupation of the property as a tenant which tenancy commenced in 2006.

[6] Mr. Williams states that his original landlord is Falcon Thomas, who was his stepfather. Upon Falcon Thomas' death in 2008, Mr. Andy Thomas, Mr. Williams' half-brother, became seised of the property and accordingly became his landlord. It is noted that Andy Thomas is the natural son of Falcon Thomas and his common law wife, Agatha Phillip. Mr. Williams' case is that Falcon Thomas was let into possession of property on or about 1960 by Shedrack John, as a licensee with an interest. Mr. Williams' defence continues that Falcon purchased the property from Alston John in the year 1990. Mr. Williams produced a receipt dated 2nd November 1990. The receipt reveals that Falcon Thomas fully paid Mr. Alston John the purchase price of \$13,000.00 for the property.

[7] Thereafter, Mr. Williams' pleads, Falcon Thomas continued his possession of the property exercising all acts of ownership against the world. Upon Falcon Thomas' death in 2008 the property was passed to Andy Thomas, Falcon Thomas's natural son and heir, by virtue of a deed of assent dated 28th November 2012 made between Agatha Phillip, Cyrus Williams, Simon Joseph and Arlene Williams. Mr. Williams states that he is a lawful tenant of the current owner of the property. He avers that Mr. Francis has no lawful claim to the property and prays that the claim is dismissed with costs awarded to the defendants.

[8] Mr. Williams in counterclaim seeks an order that he is in lawful possession of the property as Andy Thomas' tenant, an injunction restraining Mr. Francis and/or his servants or agents from interfering with his possession. He also asks the court to award him costs.

Andy Thomas' defence and counterclaim

[9] On 14th January 2020 Mr. Andy Thomas also filed a defence much of which is similar to the account set out in Mr. Williams' defence. His defence also goes

on to say that that he is the lawful owner of the property by virtue of his father's (Falcon Thomas) purchase of the property in 1990 and his possession of the property from 1990 to the date of his death in 2008. Further, he claims that upon the death of his father in 2008 he continued exercising acts of ownership of the property and continued to lease the property to Mr. Williams.

[10] In his counterclaim, Mr. Thomas seeks a declaration that Mr. Williams is in lawful possession of the property as his tenant; an injunction restraining Mr. Francis, his servants and agents from interfering with that possession, declarations that the conveyances in favour of Mr. Francis dated 18th September 1992 and 7th May 2014 be revoked and recalled and declared null and void and of no legal effect; costs and interest.

[11] The evidence of the parties given via witness statements recites the above stated facts.

Discussion and Analysis

Relevant background

[12] By way of short background, a word must be said about the two conveyances in question before embarking on the analysis and conclusions in this case. Mr. Francis contends that the property in issue was originally owned by his grandfather, Shedrack John, who, in his last will and testament dated 25th October 1969, devised the same to his children Tyrel John, (Mr. Francis' father) and Rose Thomas. In that will, Shedrack John names Alston John and Precious John as his executors. Shedrack John died on 7th April 1981 without changing his will. Alston John obtained probate of the will on 12th August 1981. Precious John did not take any steps to obtain any form of powers to represent the estate of Shedrack John. Alston John therefore acted as the sole legal representative of the estate of Shedrack John further to his appointment as executor and obtaining probate of the will. The two indentures of conveyance dated 18th September 1992 and 7th May 2014 produced by Mr. Francis are presented as evidence that he was granted lawful paper title ownership of the property. The conveyances are in the following form –

- (1) The first conveyance dated 18th September 1992 is an act whereby Alston John, the executor of Shedrack John's estate and one of the beneficiaries of the estate, Tyrel John sought to convey Tyrel John's share of the estate to Mr. Francis by way of a gift to him;
- (2) The second conveyance dated 7th May 2014 is an act whereby the beneficiaries of Rose Thomas, Finton John and Emmanuel John (whose estate was the beneficial owner of half of the property by virtue of the will of Shedrack John) sought to convey that part of the property to Mr. Williams by way of a gift to him. Rose Thomas made a will dated 8th May 1977 whereby Alston John was appointed her sole executor. Rose Thomas died on 16th November 1984 without altering that will. Alston John was granted probate of her estate on 31st May 1994. He died without administering the estate. Finton John, her son, obtained letters of administration with will annexed of the estate.
- (3) The court has not been provided with a copy of Rose Thomas' will. It is however observed that a recital in the second conveyance indicates that Finton John and Emmanuel John were put in actual possession of their mother's beneficial part of Shedrach John's estate.
- (4) It is also instructive that Alston John, the executor of the estate of Shedrack John did not seek to vest the property in question in any of the beneficiaries until the first deed of conveyance dated 18th September 1992. This date is significant for reasons to follow.

The law on claims for possession of land

[13] The case law with respect to the issue of land ownership in unregistered land systems states that there is no concept of absolute or indefeasible title to land. Grenada does not have a registered land or title by registration system. Therefore the common law on unregistered land systems and the requisite provisions of statute with respect to the transferring of interests in land are applicable to Grenada. Under the common law on unregistered land systems,

where there are competing issues concerning title to land, the court is concerned with which party has the better title in the circumstances. However, where one asserts his legal paper title to land there is a presumption that he is entitled to the land until contrary is proven. In the Privy Council Lord Diplock opined in **Ocean Estates Ltd. v Norman Pinder**,¹ that:

“In their Lordships’ view the question of what documentary title a vendor is entitled to insist on forcing upon a purchaser has no relevance to the present action. **At common law** as applied in the Bahamas, which have not adopted the English Land Registration Act, 1925, **there is no such concept as an ‘absolute’ title. Where questions of title to the land arise in litigation the court is concerned only with the relative strengths of the titles proved by the rival claimants.** If party A can prove a better title than party B he is entitled to succeed notwithstanding that C may have a better title than A, if C is neither party to the action nor a person by whose authority B is in possession or occupation of the land. It follows that as against a defendant whose entry upon the land was made as a trespasser a plaintiff who can prove any documentary title to the land is entitled to recover possession of the land unless debarred under the Real Property Limitation Act by effluxion of the 20-year period of continuous and exclusive possession by the trespasser.

In the present case where the defendant made no attempt to prove any documentary title in himself or in any third party by whose authority he is in occupation on the land it would have been sufficient for the plaintiffs to rely upon the conveyance of the land to himself of March 30th, 1950; **for where a person has dealt in land by conveying an interest in it to another person there is a presumption, until the contrary is proved, that he was entitled to the estate in the land which he purported to convey.** In fact, however, the plaintiffs went further than was strictly necessary. They proved the devolution of title going back through a series of intervening conveyances to the conveyance of the fee simple in the land by Mrs. Key to the Chipper Orange Co. Ltd. of May 3, 1937².” (Bold emphasis mine)

Claimant’s title

[14], Mr. Ferguson relies on **Ocean Estates** to argue that Mr. Francis’ title traces back to a specific devise in a will from 1969 some 35 years before the claim in this matter was filed. Counsel states that given Mr. Francis’ predecessors’ length of title, his title has longevity. On the other hand, counsel submits that

¹ [1969] 2 AC 19

² Ibid at pages 24-25

Mr. Williams' title traces to a deed of assent from 2012. The deed of assent recites a statutory declaration made in 2010. However, counsel submits that it is settled law that a statutory declaration is not a document of title to land. Therefore, Mr. Williams' title has no root. Accordingly, based on the authorities and relevant statutory provisions, Mr. Ferguson contends that there can be no dispute that Mr. Francis has better legal title to the disputed land than Andy Thomas.

Defendants' title

[15] The first defendant, Mr. Williams, has asserted that he is a tenant of the added defendant, Mr. Thomas. Mr. Thomas has asserted title by virtue of the property being sold to his father, Falcon Thomas, in 1990. He claims that his father enjoyed possession of the property since the time of the purchase. The defendants have exhibited a receipt, statutory declaration and a deed of assent in aid of those contentions concerning ownership and possession of the property.

[16] The defendants contend that the receipt in particular proves Mr. Falcon Thomas' ownership of the property since it shows that he paid the purchase price in full. The defendants explain that this transaction was conducted at the law office of Lawrence Joseph located in Grenville in the parish of Saint Andrew. They claim that this act refutes the allegations that the receipt is fraudulent or dubious. Mr. Francis denies the defendants' case and insists that the receipt is not a genuine document. He argues that the purported signatory to the receipt had no authority to create legal relations with regards to the property.

[17] It seems indisputable that that based on the law as explained in **Ocean Estates**, the presumption arises in this case that, until shown otherwise, Shedrack John, the grandfather of Mr. Francis, was entitled to the property at Sendall Street as the paper title holder thereof. In like manner that, unless proven otherwise, the presumption of validity must also extend to the

conveyances which were executed in favour of Mr. Francis in 1992 and 2014 with respect to the property.

Validity of the receipt

[18] There was much debate among the parties with respect to the validity and efficacy of the receipt in favour of Falcon Thomas concerning the sale of the property. Section 4 of the Real and Personal Property (Special Provisions) Act³ (“the Act”) states that contracts for sale of land must be in writing -

“No action shall be brought whereby to charge any person upon any contract for sale of lands, or any interest in or concerning them, unless the agreement upon which the action is brought, **or some memorandum or note thereof, is in writing, and signed by the person to be charged therewith, or some other person thereunto by him or her lawfully authorised.**” (Bold emphasis mine)

[19] The receipt relied on by the defendants is reproduced as follows:

Grenville,
St. Andrew’s
Grenada.

Received from Mr. Falcon Thomas the sum of Thirteen Thousand Dollars (\$13,000.00) being the purchase price of approximately Twenty-seven poles of land situate at Sendall Street in the town of Grenville in the parish of Saint Andrew bounded on the first side by the public road on the second side by lands of Alston John on the third side by lands of the estate of Elizabeth Sitney and on the fourth side lands of the estate of Lusyann Fletcher and H.D. Findley.

Dated the 2nd day of November 1990.

Catherine John

.....
CATHERINE JOHN for ALSTON JOHN

Yolande Marshall

.....
Witness”

³ Cap. 273 of the 2010 Continuous Revised Edition of the Laws of Grenada.

[20] The question is then, can this receipt amount to a valid note in writing in accordance with section 4 of the Act? The case law has explained that a receipt cannot transfer or convey interest in land. However, a receipt suggests payment of the purchase price for the property. Former Chief Justice Sir Dennis Byron in the Court of Appeal in **Ulina Jennifer George v Hilary Charlemagne**⁴ said:

“It is clear that the receipt has absolutely no value as a document of transfer of the legal interest in land. **What it does, however, is to provide evidence that the purchase price was paid for the land.**”⁵
(Bold emphasis mine)

[21] The receipt in this case –

- (1) Identifies the transferor and transferee, Alston John (transferor) and Falcon Thomas (transferee);
- (2) Delineates the location and size of the property being Sendall Street, town of Grenville, Parish of St. Andrew (location) and size of land (twenty – seven Poles). I note that the boundaries of the land are also recited;
- (3) Recites the purchase price of the land being the sum of \$13,000.00 and states that the same was fully paid;
- (4) Acknowledges acceptance of the purchase price by one Catherine Thomas on behalf of Alston John; and
- (5) Is not witnessed by either the vendor nor vendor’s agent or purchaser but by one Yolande Marshall.

[22] Mr. Francis’ position with respect to the receipt is that –

- (1) It cannot convey ownership of the property;
- (2) It is not genuine and cannot genuinely represent payment for the intended purchase of the property; and
- (3) Even if the receipt is authentic, its efficacy depends on whether there is compliance with the recording requirement set out in the Deeds and Land Registry Act.

⁴ SLUHCVP2001/0024

⁵ Ibid at para. 10

[23] I have concluded that Mr. Francis is incorrect. Regarding the efficacy of the receipt to convey title to the property, I have found that the receipt may amount to conclusive proof that Falcon Thomas purchased the property from Alston John in November 1990. This is since the same meets the requisites of the law as set out at section 4 of the Act and the explication of that section in cases such as **Ulina Jennifer George and Marlon Mills v Stacey McKie**⁶. In **Marlon Mills**, his Lordship Michel (JA) gave the following useful guidance as to what may constitute a note in writing. His Lordship said:

“The document establishing title may be a deed or other note in writing. A deed is a specific legal instrument signed, attested, delivered and, in some jurisdictions, sealed by the person transferring the property to another person. A note in writing may be any written document, whether or not accompanied by any specific formalities. **To constitute a note in writing that satisfies the requirements of the Statute of Frauds and qualifies to be called a paper title, the note must identify the property transferred, the consideration for the transfer, the name of the transferor and of the transferee, and it must be signed by or on behalf of the transferor.**

I am of the firm view that if, in the context of a dispute as to the ownership of a portion of land, one of the parties to the dispute produces **a note duly signed by the transferor or his lawfully authorized agent, identifying the transferor and the transferee and the location, size and price of the land**, the transferee under the note can properly be considered by the court adjudicating the dispute to be the holder of the paper title to the disputed land, or the paper owner of the land, and to be entitled to the presumption in his favour that he has possession of the land.”⁷(Bold emphasis mine)

[24] In my view, the receipt in this case meets all of those requirements.

Failure to register in the Registry of Deeds and Land

[25] Mr. Francis in submissions⁸ filed on his behalf contends that the receipt is not effective in law since it was not recorded in the Deeds and Land Registry. Mr. Francis relies on section 5 of the **Deeds and Land Registry Act** which provides:

“Every instrument, affecting land in Grenada, duly registered in accordance with the provisions of this Act, shall be good and effectual in law and equity according to priority

⁶ SVGHCVAP2016/0001

⁷ Ibid at paras. 25-26

⁸ Submissions on behalf of Claimant filed 14th June 2021

of registering.”

[26] My view is that there is nothing in the above section which provides that a deed or document which is not duly registered or recorded pursuant to the provisions of the Deeds and Land Registry Act is presumed invalid or loses its efficacy as a note or memorandum as required by section 4 of the Real and Personal Property (Special Provisions) Act. Indeed, section 22 of the Deeds and Land Registry Act makes provision for deeds and other instruments up to 30 years to be recorded and registered in the Deeds and Land Registry. The section even goes further to state that those 30 year old deeds are presumed to be validly executed and attested. Section 22 prescribes:

“Presumption in favour of documents thirty years old

Any document purporting or proved to be thirty years old produced to the Registrar shall, for the purposes of record, be presumed to have been duly executed and attested by the persons by whom it purports to have been executed and attested, and may be recorded accordingly:

Provided that such document shall be filed in the Registry.”

[27] For those reasons, I reject Mr. Francis’ contention that the receipt is not effective as evidence of payment for the land because it was not recorded in the Deeds and Land Registry.

Receipt failed due to lack of signatory’s authorisation

[28] Mr. Francis further argues that the receipt was not signed by Alston John, the personal representative of the estate of Shedrack John. As such, Andy Thomas must satisfy the court that Catherine John was duly authorised to sign on behalf of Alston John. He relies on section 3 of the Real and Personal Property (Special Provisions) Act, to say that Andy Thomas is required to produce, along with the receipt, the written authorisation for Catherine John too sign the receipt.

[29] Section 3 of the Real Property Act prescribes:

“Lease, etc., to be assigned by deed or writing

No leases, estates or interests, either of freehold or terms of years, or any uncertain interest of, into or out of any land, shall be assigned, granted or surrendered, unless it be by deed or note in writing, signed by the party so assigning, granting or surrendering the same, **or his or her agent thereunto lawfully authorised by writing, or by act and operation of law.**" (My emphasis)

[30] Mr. Francis was obligated to show this court how Catherine John was not authorised to sign this receipt. The section clearly says that the authorisation may be by way of writing, or by act and operation of law. Even if there is no evidence of written authorisation, he has failed to demonstrate that Ms. Catherine was not authorised to sign the receipt as he has claimed.

[31] Michel JA's explanation of Section 4 of the Real and Personal Property (Special Provisions) Act in **Marlon Mills** suggests that once a party produces a document that meets the requisite requirements for a note in writing in accordance with that section, the court can properly consider him/her to be the presumed paper title owner. His Lordship said "*the transferee under the note can properly be considered by the court adjudicating the dispute to be the holder of the paper title to the disputed land, or the paper owner of the land, and to be entitled to the presumption in his favour that he has possession of the land*⁹." Therefore, there is a presumption that Falcon Thomas (holder of the receipt) was the paper title owner of the land. Further, there is also a presumption that he was entitled to possession of the property.

[32] The evidential burden, in my view, shifted to Mr. Francis to prove that the receipt was not valid. Apart from Mr. Francis' arguments on the authenticity of the receipt, he has not led any evidence to disprove or rebut its validity. For instance, Mr. Francis did not call Catherine John or Yolande Marshall, the other parties named in the receipt, as witnesses, even though in his witness statement he relies on an alleged out-of-court conversation he had with Catherine John where she "*categorically denied having sold or attempted to sell the said property or any part thereof to Falcon Thomas...*"¹⁰ I do not

⁹ Cited above in **Marlon Mills** at paras. 25-26

¹⁰ Para. 11 of the Witness statement of Edmund Francis filed 18th December 2020.

accord any weight to that out of court statement that has not been otherwise validated or supported.

Allegations of fraud

[33] Secondly, Mr. Francis' assertion that the receipt is not genuine may amount to an allegation that the document is false or fraudulent. This allegation must be specifically pleaded and particularised¹¹. See **The Castries Constituency Council v Lambert Nelson**¹². There is no need to plead the word fraud but as the Court of Appeal observed in **Lambert Nelson**, the allegations must set out "definite facts or specific conduct¹³." Apart from denying that "the purported receipt ... is genuine and that it genuinely represents payment for the intended purchase ..." of the property, the pleadings say nothing more of the assertion of fraud. The pleadings are therefore inadequate and fraud has not been proven in this claim.

Who has the better title?

[34] Now that I have found that the receipt is valid to indicate that the property was sold to Falcon Thomas by Alston John, I must examine which party has the better title. It is quite apparent that Alston John was not named as a beneficiary under the will of Shedrack John. He was one the named executors of the will of Shedrack John. Further to that power, he obtained probate of that will on 12th August 1981. As a consequence, he became vested with all the rights, duties and powers in respect of the property which he held on trust for those beneficially entitled to it in law¹⁴. Therefore, at the time that he sold the

¹¹ Sarah Tannis-Joseph & Agatha De Coteau v Dorothy Abraham GDAHCAP2018/0016 at para. 32

¹² SLUHHCVAP 2014/0016

¹³ Ibid at para. 1 of headnote

¹⁴ If the deceased died between 1 January 1898 and 31 December 1925, such of his real estate as was vested in him without a right in any other person to take by survivorship ... vested in his personal representative or representatives from time to time as if it were a chattel real, to be held with and subject to the powers, rights, duties and liabilities mentioned in the Land Transfer Act 1897 in trust for the persons by law beneficially entitled to it; and such persons had the same power of requiring a transfer of the real estate as persons beneficially entitled to personal estate had of requiring a transfer of such personal estate.

property in November 1990 to Falcon Thomas, Alston John held the fee simple title to the same in his capacity as executor of the estate of Shedrack John.

[35] The logical conclusion and legal consequence of Alston John's 1990 sale to Falcon Thomas of the fee simple interest of the property is that the estate of Shedrack John had been divested of the property. Accordingly, when Mr. Alston John executed the vesting conveyance dated 18th September 1992, he could only convey the remainder, if any, of the property to the claimant, Mr. Francis. The deed would only be valid to the extent of the property lawfully remaining in the estate of Shedrack John and held by Alston John as executor. If there was no estate remaining then the entire deed fails to convey any property to Mr. Francis as there was no property left to be conveyed.

[36] The similar fate befalls the deed of conveyance dated 7th May 2014, the second conveyance. It must be recalled that Rose Thomas was the other beneficiary of Shedrack John. Her sons sought, by the deed dated 7th May 2014, to grant a gift of their inherited share of the property to Mr. Francis. However, by that time, the entirety or part of the property may have been sold by Mr. Alston John to Falcon Thomas.

Was the whole property sold to Falcon Thomas?

[37] As stated above, if the whole property was sold, then the deeds of conveyance dated 18th September 1992 and 7th May 2014 were ineffective to transfer the property gifted to Mr. Francis. If a part of the property was sold by the executor Alston John to Falcon Thomas, then the deeds are effective to convey the portion of the property that remained in the estate of Shedrack John after the sale to Falcon Thomas.

[38] I have concluded that the entirety of the estate was sold in 1990. The gift in the will does not define the extent of the estate. The gift is referenced at clause

Before 1926, the legal estate vested in all the executors irrespective of the question whether they had obtained probate or not, inasmuch as an executor derives his title from the will and not from probate

See **Halsbury's Laws of England Volume 103, para. 948, 5th Edn, Notes 1**. This principle is applicable to Grenada by virtue of section 11 of the Supreme Court Order Cap. 336 of the revised laws of Grenada

(iii) as “[M]y land at Grenville situated at Sendall Street...”. None of the other documents relied on in this claim, including the receipt, statutory declaration, conveyances and the survey plan suggest that any less than the whole of the land possessed by Shedrack John was sold to Falcon Thomas. Indeed neither party has raised any pleading, evidence or argument to suggest that a part of the estate may have been sold. Mr. Francis’ case remains that none of the estate was sold or was properly sold. The defendants, in response, have not presented any other case than that Falcon Thomas bought the whole of Shedrach John’s estate.

[39] Compounded with the foregoing, I am satisfied that the receipt dated 2nd November 1990 meets all the requirements of a valid memorandum or note in writing pursuant to section 4 of the Real and Personal Property (Special Provisions) Act. The consequence of this is that Falcon Thomas is presumed to be the owner of the Sendall Street property. When Alston John, in his capacity as executor of the estate of Shedrack John, sold the Sendall Street property to Falcon Thomas on 2nd November, 1990 there was no property left to be divested to the devisees of the will of Shedrack John. Accordingly, the Deed of Conveyances in favour of Edmund Francis dated 18th September 1992 and 7th May 2014 could not effectively vest any property in Edmund Francis. There was therefore no effective conveyance in those deeds and they are declared of no legal effect.

Order

[40] For all these reasons, I order that:

- (1) The reliefs sought on the claimant’s fixed date claim filed on 23rd March 2016 are refused;
- (2) Subject to what I state below in this order, the counterclaim filed by Leroy Williams on 7th October 2016 is granted;
- (3) Subject to what I state below in this order, the counterclaim filed by Andy Thomas on 14th January 2020 is granted;
- (4) The defendant (Leroy Williams) is entitled to possession of the property together with building thereon situate at Sendall Street in the

town of Grenville in the parish of Saint Andrew, Grenada measuring approximately Twenty-seven poles (27 poles);

- (5) The Indenture of Conveyance dated 18th September 1992 recorded in the Deeds and Land Registry of Grenada in Liber 21-93 at page 268 is ineffective to convey the property stated therein, is of no legal effect and is hereby cancelled; and
- (6) The Indenture of Conveyance dated 7th May 2014 recorded in the Deeds and Land Registry of Grenada in Liber 13-2014 at page 193 is ineffective to convey the property stated therein, and is of no legal effect and is hereby cancelled;
- (7) The claimant shall pay costs to the defendant in the sum of \$ 4,000.00.

Raulston L. A. Glasgow
High Court Judge

By the Court

Registrar