

**THE EASTERN CARIBBEAN SUPREME COURT
IN THE HIGH COURT OF JUSTICE**

MONTSERRAT

CLAIM NO. MNIHCV 2023/0023

BETWEEN:

[1] Charlesworth Piper

Claimant

and

[1] Montserrat Land Development Authority

Defendant

Appearances:

Claimant in Person

Chivone Gerald for the Defendant

2025: JANUARY 14

JANUARY 20

JUDGEMENT

COTTLE [AG.]:

[1] The Claimant instituted the present claim against the Defendant statutory body claiming damages including exemplary, aggravated or vindictory damages on the basis that the Defendant had unreasonably refused to recognize the Claimant's legal entitlement to ownership of the property in issue despite knowledge of the Claimant's rights to such ownership. The Claimant also sought declarations that any notice to quit served on him was invalid and that he was entitled to the property. He prayed for an order directing the Defendant Authority to transfer

the freehold title to the property to him and a permanent injunction restraining it from interfering with his quiet enjoyment of the property. The Defendant resisted the claim and counterclaimed for arrears of rent and possession of the property. The counterclaim was resisted by the Claimant.

The facts

- [2] Despite the bitter contest that this claim turned out to be, the facts are fairly simple, and not really in dispute.
- [3] The Defendant is a statutory body charged with the management of real property belonging to the Government of Montserrat. The Claimant entered into a tenancy agreement for the rental of property at Lookout, Montserrat at the monthly rental of \$230.00 beginning in May 2008. He did not always pay the rental as it fell due. In June 2012 the Defendant caused its solicitors to write to the Claimant demanding the payment of 10 months rent which was then in arrears. The defendants say that a notice to quit was served at the same time. The Claimant admits that he received the demand letter but says that no notice to quit was served on him. The Claimant continued in occupation. He paid no further rent.
- [4] In May 2013, the Government of Montserrat decided to divest itself of property at Lookout including the property in issue. The Cabinet decided that the properties would be offered to the tenants on certain conditions. The Cabinet decision which was produced in evidence shows that the Government of Montserrat would offer the various properties to existing tenants. Those tenants who had already paid in rent an amount equal to or more than the assessed value of the land they occupied would be allowed to have title transferred to them upon payment of land transfer fees expressed to be 0.75% of the assessed value of the land plus \$100 for survey fees and \$50 for the land certificate. The offer was to be effective from 1st June 2013 for a period of 3 months. By letter dated 7th June 2013 the Permanent Secretary of the relevant Ministry wrote to the Claimant. She offered to the Claimant the chance to have the property transferred to him upon payment of the stipulated sums as indicated above. In her letter the Permanent Secretary expressed that the offer to the Claimant had to be accepted by 28th June 2013. The Claimant says that he did not receive the letter until 21st June 2013. He did not bother to read it until sometime in July 2013 by which time the offer had expired. Nevertheless, he then wrote to the Permanent Secretary on 22nd July 2013 purporting to accept the offer to him which by then had expired.

- [5] The Claimant later attended the offices of the Defendant. He says that he sought to pay the transfer fees. No payment was accepted because by then he had instituted legal proceedings against the Defendant in the Magistrates Court. The Defendants took the position that they would not deal with the Claimant save through their solicitor. In December 2024 the Claimant attended at the office of the Defendant once more. He made a payment of \$136.00. He said it was payment upon his acceptance of the 2013 offer of sale to him of the property. This was clearly not an acceptance in terms of the offer made to him in 2013. Apart from this payment being far too late, there is no payment of the survey fee, and the cost of the land certificate fee as required. During the course of litigation, the Defendant made many offers to settle this matter. One such offer was reduced to the form of a draft consent order. The Defendant was offered the opportunity to have the Government transfer the fee simple to him upon the payment of the transfer fee of \$136.00. The Defendant offered to forego all the accumulated arrears of rent, now exceeding \$34,000.00. The Claimant refused.
- [6] Once these facts as I have gleaned from the evidence are stated it is clear that the Claimant must fail.
- [7] The Defendant is not the owner of the property. The Defendant is a body established by statute whose mandate is to manage real estate owned by the Government of Montserrat. They have no power to offer the property to the Claimant. They cannot transfer the fee simple to him. All they can do is to act as landlord of the property on behalf of the Government of Montserrat. The Claimant knew this. He knew that the offer of the fee simple came from the Government and not the Defendant. It is unfortunate that the Claimant has come to this pass. However he has only himself to blame.
- [8] I find that the Defendant has established to my satisfaction on a balance of probability that the arrears of rent as claimed are due and owing. They are entitled to immediate possession of the demised property. The Claimant must also pay to the defendant the costs of this claim.

It is hereby ordered that:

1. This claim is dismissed.
2. Judgement is given for the Defendant on the counterclaim.

3. The Claimant is ordered to give up possession of the demised property forthwith.
4. Arrears of rent in the sum of \$34,040.00 must be paid by the Claimant to the Defendant. The Claimant will pay the costs of the Defendant on the basis of prescribed costs in the sum of \$6,808.00.

Postscript

- [9] It may be that in spite of the outcome of this matter the Defendant will be minded to advise the Government of Montserrat to transfer the fee simple in the property to the Claimant upon payment of the transfer fee of \$136.00. The Defendant may also wish to forego the arrears of rent and not insist on immediate possession of the demised premises. In my view it would not be unreasonable to seek to recover the costs incurred in this wholly unnecessary claim.

The Hon. Brian Cottle
(Ag) High Court Judge

By the Court

REGISTRAR