

THE EASTERN CARIBBEAN SUPREME COURT  
SAINT VINCENT AND THE GRENADINES

IN THE HIGH COURT OF JUSTICE

SVGHCV2020/0005

BETWEEN

CARMELITA SAMUEL

CLAIMANT

AND

GWENDOLYN GRANT

ALISHA GRANT

DEFENDANTS

**Before:** The Hon. Mde. Justice Esco L. Henry High Court Judge

**Appearances:** Ms. Patina Knights of counsel for the claimant.

Ms. Danielle France holding papers for Mr. Richard Williams of counsel for the defendants.

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2020: May 25  
Jun. 18  
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**JUDGMENT**

**BACKGROUND**

[1] **Henry, J.:** This case is very simple and straightforward. Ms. Carmelita Samuel alleged that she permitted her sister Ms. Gwendolyn Grant and her niece Ms. Alisha Grant to live at her premises. Ms. Samuel complained that they have refused to leave although she has given them notice to

quit. She filed this claim<sup>1</sup> seeking vacant possession and an injunction to restrain them from trespassing on her property.

- [2] Gwendolyn Grant and Alisha Grant did not defend the claim. Ms. Samuel's testimony was credible and established that she owned the subject property. She is entitled to recover vacant possession.

## ISSUES

- [3] The issues are:

1. Whether Gwendolyn Grant and Alisha Grant are trespassers?
2. To what remedies is Carmelita Samuel entitled?

## ANALYSIS

### Issue 1 – Are Gwendolyn Grant and Alisha Grant trespassers?

- [4] Ms. Samuel was the only witness in this case. Her account was not challenged. She presented her testimony in a forthright and unfaltering manner. She testified that she owns land at Calder which is the subject of the claim. She produced a certified copy of Deed of Conveyance 511 of 1973 by which she is registered as fee simple absolute owner of 1 ½ lots in that area. The Deed rehearses that she bought it from Leonard Regisford the then fee simple owner. Ms. Samuel explained that around 1973 she permitted Gwendolyn to live there rent free. Alisha Grant has lived there from birth.
- [5] Ms. Samuel decided to renovate the property and gave<sup>2</sup> her sister and niece notice to quit. The notices were delivered by Bailiff Marvin Mulcaire. Gwendolyn and Alisha Grant have refused to vacate the premises, even after the deadline for leaving elapsed. Ms. Samuel's testimony was not challenged. There is no reason to disbelieve her. I therefore find that she was being truthful and I accept her account. I find that she has revoked the permission granted to Gwendolyn and Alisha Grant to occupy her property. They have thereby become trespassers.

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<sup>1</sup> On 21<sup>st</sup> January 2020.

<sup>2</sup> By letters dated 25<sup>th</sup> April 2018 and 29<sup>th</sup> May 2019 respectively.

## **Issue 2 – To what remedies is Carmelita Samuel entitled?**

- [6] Ms. Samuel sought a declaration that she is the sole owner of the property registered by the referenced Deed. This is self-evident from the language of the Deed. Ms. Samuel is the only person identified in the Deed as owner of the property. The Registration of Documents Act<sup>3</sup> provides that each document registered in accordance with its provisions conveys to the named transferee, at law and in equity the right, title and interest of the transferor. The law recognizes Ms. Samuel as the fee simple owner of the disputed land by virtue of such registration. No declaratory order is necessary.
- [7] Ms. Samuel has signified that she wants Gwendolyn and Alisha Grant to leave the premises. She is entitled to possession. Ms. Gwendolyn and Ms. Alisha Grant have enjoyed rent free use of the property for an extended period after the notices to quit were served on them. During that time, they would more than likely have expected that they would be required to leave at some point. Conceivably, they would have made arrangements for an imminent departure. However, they would reasonably be expected to need some time to complete packing and removing their belongings. I am of the view that this should take no more than two weeks.
- [8] Gwendolyn Grant and Alisha Grant are directed therefore to quit and deliver up vacant possession of the subject property at Calder by 12.30 p.m. on 3<sup>rd</sup> July 2020, and arrange for their servants and/or agents to do likewise. They shall deliver the keys to Ms. Samuel's legal practitioner.
- [9] Gwendolyn Grant and Alisha Grant have demonstrated by their inexplicable refusal to leave Ms. Samuel's property that they have little regard for her or her rights as owner. The court has a duty to ensure that Ms. Samuel can regain and maintain peaceful possession. I am of the view that the only just way to achieve such an outcome is to grant injunctive relief. Gwendolyn Grant and Alisha Grant are hereby ordered to refrain from trespassing on the subject property or from otherwise molesting Carmelita Samuel's free and peaceful enjoyment of the Calder property with effect from July 3<sup>rd</sup> 2020.

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<sup>3</sup> Cap. 132 of the Laws of Saint Vincent and the Grenadines, Revised Edition 2009, section 5.

Costs

[10] Having prevailed, Ms. Samuel is entitled to recover costs on the prescribed scale. Gwendolyn Grant and Alisha Grant shall pay to her costs of \$7,500.00.

ORDER

[11] It is accordingly ordered:

1. Judgment is entered for Carmelita Samuel.
2. Gwendolyn Grant and Alisha Grant shall by 1.30 p.m. on 3<sup>rd</sup> July 2020:
  - (a) quit and deliver up to Carmelita Samuel vacant possession of the subject property, situated at Calder, Saint Vincent and described in the Schedule to Deed No. 511 of 1973; and arrange for their servants and/or agents to do likewise; and
  - (b) deliver to the Carmelita Samuel's legal practitioner, the keys to the referenced property.
3. Gwendolyn Grant and Alisha Grant are restrained from July 3<sup>rd</sup>, 2020, whether by themselves, their servants or agents from remaining on, trespassing on, or interfering with Carmelita Samuel's peaceful enjoyment of the referenced property.
4. Gwendolyn Grant and Alisha Grant shall pay to Carmelita Samuel, prescribed costs of \$7,500.00 pursuant to CPR 65.5 (2) (b).

[12] I apologize to the parties for the slightly delayed delivery of the judgment. This was totally beyond my control and attributable to lack of the requisite equipment at the relevant times. Your forbearance is appreciated.

**Esco L. Henry**  
**HIGH COURT JUDGE**

By the Court

Registrar