

SAINT LUCIA

EASTERN CARIBBEAN SUPREME COURT
IN THE HIGH COURT OF JUSTICE

Claim No. 302/1998

BETWEEN:

(1) ROGENCE LOUIS
(2) MARY ANN ST. LUCE

Claimants

and

(1) PATRICK ST. LISS
(2) ANDRINA NELSON as representative of the Estate of
Nelson St. Liss

Defendants

Appearances:

Mrs. Michelle Anthony-Desir for the Claimants
Defendants in person

2003: July 25
July 28

JUDGMENT

1. HARIPRASHAD-CHARLES J: This is another dispute *en famille* concerning land in which Rogence Louis and his wife, Mary Ann St. Luce claim 1 acre of land from the defendants as the representatives of the Estate of Nelson St. Liss. They allege that they bought from Nelson St. Liss. Ms. St. Luce is the granddaughter of the late Nelson St. Liss with whom she had a very close relationship. She is the aunt of the defendants, Patrick St. Liss and Andrina Nelson.
2. By Deed of Sale executed on 6th November 1986 before Notary Royal, Andre T. M. Arthur, Mr. Louis and Ms. St. Luce purchased from Nelson St. Liss, a parcel of land measuring 1

- acre situate at Laborne in the Quarter of Gros Islet for \$4,200.00. At the date of the execution of the Deed of Sale, the sum of \$2,000.00 was paid. The remaining sum of \$2,200.00 was secured by a Vendor's Privilege; they having covenanted to pay that sum within 3 months of the date of the execution of the Deed of Sale. The Deed of Sale was registered on 3rd December 1986 in the Office of Deeds & Mortgages in Vol. 126 No. 156105.
3. On 28th February 1987, they paid an additional sum of \$2,000.00, which payment was evidenced by a receipt dated 28th February 1987, the mark of Nelson St. Liss having been witnessed by Notary Royal, Andre T. M. Arthur (Exhibit ML2).
 4. It is alleged that about April 1987, Ms. St. Luce went back to Mr. Arthur's office and paid the remaining balance of \$200.00 to her grandfather. A receipt was issued but has since been misplaced.
 5. Ms. St. Luce alleged that her grandfather did not show them the boundaries of the land but showed them where to put their house. As a result, they constructed a house on the said land and have been living there for the past 14 years. She alleged that when her grandfather sold her the piece of land, he and his wife, Una St. Liss were separated.
 6. The said portion of land is registered in the Land Registry in the name of Nelson St. Liss and currently forms part of the larger parcel registered as Parcel No. 1652B 30 for the Registration Quarter of Dauphin. Nelson St. Liss passed away some eight years ago and his wife, Una St. Liss made a couple of attempts to claim the land and/or recover the sum of \$2,200.00 which she alleged is due to her deceased husband (Exhibits ML3 and ML4).
 7. So in February 1998, Ms. St. Luce and her husband sought legal advice. Their Attorney wrote to Ms. Una St. Liss requesting that she signs a Deed of Discharge of Vendor's Privilege so that Ms. St. Luce and her husband may proceed to survey and demarcate their portion of the land in accordance with the Deed of Sale (Exhibit ML5). Ms. Una St. Liss did not reply and shortly thereafter, she died.

8. In March 1998, Ms. St. Luce and Mr. Louis instituted these proceedings and in order to protect their interest in the property, they placed a caveat. They now seek an order for a discharge of Vendor's Privilege in their favour and for a survey to be done so that their land could be mutated from the larger portion.
9. The defendants procrastinated before they eventually put in a defence. In a nutshell, the defendants denied that a Deed of Sale in favour of the claimants was ever executed by the late Nelson St. Liss. However, they acknowledged that \$2,000.00 was paid to the deceased but alleged that it was for 5,000 square feet and not 1 acre. Mr. Marcus Foster was their lawyer. At Case Management, neither Mr. Foster nor the defendants were present. Needless to say, the defendants did not comply with any of the directions. At the trial, Mr. Foster had long gone his own way and they appeared in person. Despite their non-compliance with the Order at Case Management, I allowed them to fully participate in the proceedings. They cross-examined the witnesses and gave oral testimony.
10. It is manifestly clear that the defendants do not have a defence. Mr. St. Liss told the court that his aunt always told him that she bought the land from his father and that she has been living on the land for 10- 11 years. Mr. St. Liss has no real grievance about his aunt and uncle being the owners of the land. As he puts it: "I agree if she paid, she should get the land." The problem is with Ms. Nelson. In giving evidence, she said:

"The female claimant is my aunt. I don't speak with her. I have nothing to say. I don't know of the sale of land by my father to the claimants. I was not there."
11. I think that she is fully aware that her father sold the land to her aunt but the acrimony is intense. She is stubbornly selfish. Her selfishness is actuated by self-interest. She was dogmatic in saying to the court "I would like the piece of land for myself because it's my father's land."
12. In my considered opinion, there is sufficient evidence, documentary and otherwise to conclude that Mr. Louis and Ms. St. Luce bought 1 acre of land from the late Nelson St. Liss. In the circumstances, I will make the following orders:

- (a) That the Defendants execute a Deed of Discharge of Vendor's Privilege in favour of the Claimants by 15th August 2003 failing which the Registrar of the High Court is empowered to do so and
- (b) That the Claimants do cause a survey to be done so that their land (comprising 1 acre) be dismembered from the whole and that they be registered as owners with absolute title in the Land Registry.
- (c) That there be No Order as to Costs.

INDRA HARIPRASHAD-CHARLES

High Court Judge