

THE REPUBLIC OF TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

CV2017-00512

ABDOOL MOODEEN otherwise

ABDUL MOODEEN

JONATHAN MOODEEN

Claimants

AND

RAMESH RAMLOGAN

Defendant

BEFORE THE HONOURABLE MADAME JUSTICE JOAN CHARLES

Appearances:

Claimant: Mr. Peter Carter instructed by Ms. Marilyn Solomon

Defendant: Ms. Natasha Samuel instructed by Ms. Nneka Warner

Date of Delivery: 11th September 2020

JUDGMENT

THE CLAIM

- [1] The Claimants, by Memorandum of Transfer dated 16th July 2015 became registered owners of a piece of land in Manzanilla comprising five hundred and one point six square metres (501.6 m²) delineated and coloured pink in the plan registered in Volume 5785 Folio 85 being portion of the lands described in the Crown Grant in Volume 200 Folio 173 and also described in the Certificate of Title in Volume 5773 Folio 125 and shown as Lot P35 in the General Plan filed in Volume 5773 Folio 127 and now described in Certificate of Title in Volume 578 Folio 87 and bounded on the North and East by Lot P32 and by an existing trace on the south and west by Lot P 40 and an existing trace (the said piece of land).
- [2] Shortly after purchasing the said land, the First Claimant returned to England where he and the Second Claimant reside. The Claimants pleaded that during the Claimants' absence from Trinidad, the Defendant and/or his servants and/or agents trespassed onto the said land and began constructing a concrete foundation on it. The Defendant was verbally notified by the Claimants of his trespass and asked to leave the said land but refused to do so and erected a dwelling home thereon, and has since prevented the Claimants, their servants/agents from accessing said land; further the Defendant has acted in an aggressive and threatening manner toward the First Named Claimant. The Claimants served the Defendant with a pre-action protocol letter demanding that he vacate the land to no avail.
- [3] The First Claimant first notified the Defendant on its land in October 2015 when he returned to Trinidad; he observed that a concrete foundation had been cast on the said land. He visited the Defendant at his home in Sangre Grande and told him that he was trespassing on the Claimants' land. Mr. Moodeen also informed the Defendant that he

intended to fence the said land whereupon the Defendant threatened to shoot him. Since the Claimants were not yet in possession of the Certificate of Title, no action was taken.

- [4] The First Claimant again returned to Trinidad in September 2016 and observed that the Defendant had begun to construct a flat concrete house on the said land. In or about December 2016, the First Claimant received a Certificate of Title from the Registrar General's Department; on the 10th January 2017 Mr. Moodeen caused a pre-action protocol letter to be sent to the Defendant demanding that he vacate the said land, however the Defendant has continued his trespass to date.

DEFENCE AND COUNTERCLAIM

- [5] The Defendant pleaded that he has been in occupation of the said lot for over eighteen years. He further pleaded that the Claimants' predecessor in title had withdrawn earlier proceedings against him for possession of the said land in 2010.
- [6] The Defendant averred that the Claimant visited him in 2015 and indicated that he had loaned one Juliet Persad, the previous paper title owner one hundred and forty thousand (\$140,000.00) dollars and that an unidentified parcel of land belonging to the said Juliet Persad was to be held as collateral for the said loan.
- [7] The Defendant pleaded that he has been in exclusive and continuous possession of the said land since 1998 and has erected two structures thereon. Mr. Ramlogan averred that the First Claimant told him during his visit that he had seen both the wooden structure and concrete structure on the said land upon visiting the site.
- [8] He admitted that the First Claimant visited him in 2015 and showed him receipts for the alleged purchase of the said land; Mr. Moodeen told him

that he initially had no intention of purchasing the said land but made the initial payment to assist Juliet Persad. The Defendant pleaded that he informed the First Claimant of his right to possession of the said land since 1998 and refused to vacate same. The Defendant also denied receiving the pre-action protocol letter from the Claimants.

[9] The Defendant averred that he entered the said land in 1998 and did the following acts:

- a. backfilled the land including a sinkhole thereon. He planted ochro, sweet potato, sweet peppers, yam, cassava and a mango tree.
- b. harvested the crops for himself and his family
- c. In or about 2000 he built a wooden structure consisting of a bedroom and a kitchen, which he subsequently occupied
- d. he erected a wire fence
- e. he put one Lennox Celestine on the land to occupy it on his behalf for several years
- f. his presence on the land was confirmed by the predecessor in title, Park Enterprises Ltd. In 2010

[10] The Defendant sought declaration that he had extinguished the title of the Claimants by reason of his undisturbed occupation of the said land for over 18 years.

REPLY

[11] In Reply, the Claimants denied that the Defendant was ever in continuous undisturbed occupation of the said land. Further, that in 2012 when the said land was surveyed it was vacant and there was no

foundation, concrete or wooden house. This was supported by Glen Wilkes Surveyors.

- [12] The Claimants also denied that the First Claimant told the Defendant that he had not intended to purchase the land but had loaned Juliet Persad \$140,000.00 or that the First Claimant could not locate the land.

EVIDENCE FOR THE CLAIMANT

- [13] The Claimant testified that in 2015, his nephew, an agent of Park Enterprises Ltd. (PEL), vendor of the said land, took him to view parcels of land for sale. He viewed the said land which was vacant, covered in bush with a trace on the eastern and western boundaries and houses on the northern and southern boundaries. He asserted that there was no structure on the land or any sign that it was occupied by anyone.
- [14] His nephew took him to one Juliet Persad who acted on behalf of the Company relative to the sale of the lots. Ms. Persad informed him that PEL had surveyed the larger parcel of land of which the said land was a portion; however individual lots had not been subdivided and surveyed. Notwithstanding this fact, on the 15th June 2015 he paid a deposit of one hundred thousand dollars toward its purchase and the balance of the purchase price of forty thousand dollars (\$40,000.00) on the 23rd June 2015.
- [15] By Memorandum of Transfer dated 16th July 2015 the said land was transferred to himself and his son Johnathan Moodeen as joint tenants in fee single.¹ The said land had been surveyed in July 2012 and was shown on page 35 thereon. There was no indication of occupation/encroachment by anyone.²

¹ Para 8 of the Witness Statement of the Claimants dated 31st July 2018

² Para 9 of the Witness Statement of the Claimants dated 31st July 2018

- [16] Mr. Glen Wilkes, land surveyor prepared a survey plan in 2010 of Block Gardens and saw no evidence of occupation of the said lot.
- [17] The Claimant, who is ordinarily resident in the United Kingdom, stated that he returned there after purchasing the said land. On a visit to Trinidad in October 2015, he observed that a portion of the said land had been cleared and a concrete foundation with iron stakes embedded in it erected.
- [18] The Claimant related that he made inquiries in the area in order to ascertain who had entered his land and erected the foundation thereon. Upon discovering that it was the Defendant, he visited the latter at his home. He informed Mr. Ramlogan that he was the owner of the said land and that he (Ramlogan) was a trespasser thereon. Mr. Moodeen also informed the latter that he intended to erect a fence around the land to prevent further incursions whereupon the Defendant threatened to shoot him.
- [19] Mr. Moodeen testified that he did not pursue legal action against the Defendant at that time because he did not yet obtained the Certificate of Title for the said land. In 2016, during another visit he observed a concrete dwelling house being erected; he was advised later he would need his Certificate of Title in order to write a warning letter to the Defendant. He eventually obtained his Certificate of Title in December 2016 after several attempts.
- [20] In January 2017 a pre-action letter was written and delivered to the Defendant by police officers. The Defendant however continued work on the house even after court proceedings were instituted until the 15th May 2018. No wire fence had been erected by the Defendant from 2015 to 2017.
- [21] He denied the Defendant's averment that he has paid Juliet Persad one hundred thousand dollars for bail for he son Junior and asserted that

Junior Abdool Moodeen was his son for whom he had paid \$80,000.00 cash bail at the Sangre Grandre Magistrate's Court.

[22] The Claimant annexed photographs of the structure in January 2017.

[23] In cross-examination, the Claimant stated that he was taken to see one parcel of land and not several as stated in his witness statement. He revealed that he did not walk through the land but could see across it since the grass was only two to three feet high. He however stated that if there was a foundation there he would not have seen it.

[24] Dr. Dexter Davis, Photogrammetrist, was appointed by the Court. He prepared a report after having received joint instructions from attorneys for the parties.

[25] Mr. Davis' Report gave a historical overview of the said land (identified as Lot P35 on the Survey Plan of Peter Goodridge dated July 2012) for the years 1994, 1998 and 2014 by photogrammetric analysis of photographs and satellite imagery of the said land for three years.³

[26] He analysed the aerial photographs produced by the Land and Survey Division as follows:

1994

Mr. Davis indicated that there was no evidence of occupation, agriculture horticulture and structures on the said land which appeared to be predominantly covered by trees.

1998

Though there appeared to be less trees, there is no evidence of structures, demarcations, signs of agriculture, horticulture or occupation.

³ P 801 of the Trial Bundle p4 Photogrammetric Report

2005 - Satellite Image

The land in the area has been developed somewhat with residential structures and access roads. Lot 835 is cleared of tree coverage however there is still no discernible evidence of any structures on Lot P35 or signs of occupation, agriculture or horticulture.

2012

There has been further development in the general area with access roads. On Lot P35 there is evidence of 'a built feature' likely a foundation or foundation with walls. The rest of the lot either cleared of vegetation or contains low lying vegetation.

2014

This image shows general development of the general area. Lot P35, the structure seen in 2012 is still there. It was noted that no shadow is cast by this structure like the other built structures do. The rest of the said land is either cleared or covered with low vegetation.

2017

Further development in the general area is observed. On Lot P35 the foundation is located in the same place.

[27] Mr. Davis concluded that the foundation like structure first appeared in 2012 but a completed structure was seen in 2017 – this one cast a shadow.

[28] In answer to Ms. Samuel on behalf of Mr. Davis stated that between 1994 to 1998 he saw no evidence of crops although there was some evidence of clearing of the said land. He clarified that there can be evidence of occupation of land without a structure –such as furrowed beds (agriculture), a fence, distinction between lots.

- [29] There is an object on the North East corner of Lot P35 – he could not say for the aerial photograph if it is a wooded structure – however Mr. Davis admitted that this structure cast a shadow. He identified an object on the South East portion of P35 in 2005. The object on the North East corner of the subject land was on the boundary.
- [30] Mr. Davis conceded that the object on the South East corner of the said lot could possibly be concrete; he also stated that its colour was similar to cleared ground in access tracks. He did not agree that an object in the centre of the lot in the 2005 image could be a structure. He was of the view that its characteristic suggested that it was a tree. He testified that a survey plan is more accurate than an aerial photograph.

Glen Wilkes

- [31] Mr. Wilkes is a Surveyor who had been hired by PEL in April 2010 to prepare a survey plan showing existing occupation of three contiguous parcels of land including the said land. He testified that the nature of the occupation surveyed included foundations, pillars and any evidence of structural activity.⁴
- [32] He prepared a plan using numbers to identify structures on the land. One Peter Soon created a document called an Index of Occupation listing the occupants and description of their occupation. He used Peter Goodridge's survey plan and mathematical coordinates to superimpose his survey of occupation in April and May 2010. Mr. Wilkes testified that there was no evidence of occupation or construction on P35 at the time of his observation on the said land on the 5th May 2010.
- [33] In cross-examination, Mr. Wilkes acknowledged that the information on the plan does not correspond to the Goodridge survey. He stated that his plan was not prepared from the Index of Occupation but from the

⁴ Para 3 Witness Statement of Glen Wilkes filed on 31st July 2018

Goodridge Survey Plan. This Surveyor conceded that there was an error on his plan in that two lots were numbered '36'; he however stated that P35 did not exist at the time that he created his plan. The said land is so described in Goodridge's survey. Mr. Wilkes however asserted that he could point out on his plan where Lot P35 was – between Lots 36 and 38 on his plan. This space was empty with no structures thereon. The witness denied this space should have been numbered 37.

Peter Goodridge

- [34] He was retained to conduct a survey of lands comprising 2.93 hectares of land in July 2012, the said land was included in this parcel. He testified that during field observations conducted, he saw 'occupiers' on some of the lots evidenced by incomplete foundation, wooden shacks and concrete houses.
- [35] He instructed that notices be given to occupiers of his survey so that they could identify the plots which they occupied so that he could take measurements preparatory to subdivision of the land. Mr. Goodridge testified⁵ that when he conducted his survey persons who occupied various plots were present and identified the plots which they claimed to occupy.
- [36] He too testified that there was no evidence of occupation on Lots P35 as well as Lots P34 and P33 at the time.
- [37] In cross-examination, Mr. Goodridge stated that he did not deliver notes to the occupiers but the owner and his agent did so, in any event he could not say whether the Defendant had been notified of the survey. He revealed that he conducted a physical inspection on the ground in order to prepare his survey. He testified that he personally inspected P35

⁵ Paragraph 5 of his witness statement

himself and became familiar with it because he was on the land for two months.

EVIDENCE FOR THE DEFENDANT

Ramesh Ramlogan

[38] Mr. Ramlogan testified that from 1998 he began to cultivate and maintain the land, this included backfilling of a sinkhole.

[39] He testified atht he built a wooden structure on the said land in the year 2000 consisting of a bedroom and kitchen which he subsequently occupied⁶. From 1998 to 2010 he was in sole occupation and possession of the said land. Mr. Ramlogan also stated that 'before 2010' he had already laid a concrete foundation with two steel beams on the said land in anticipation of constructing a house thereon.

[40] The Defendant testified that on the 7th July 2010 PEL brought a claim for possession of the large parcel of land including the said land against 122 persons including himself⁷. He further testified that the Fixed Date Claim in those proceedings were amended and he was named as Defendant No. 32(Defendant No. 32 is described as Ramesh).

[41] It was his evidence that his structure was identified as Lot 37 in the affidavit of Glen Wilkes filed on 9th July 2010.

[42] Mr Ramlogan stated atht he recommended construction of his concrete structure in mid 2016. At that time he had two structures on the and – a wooden one, the concrete house; as well he had erected a wire fence. He asked one Lennox Celestine to remain on the said land to oversee and manage it in his absence. Mr. Celestine occupied the said land for several years with his consent.

⁶ Para 4 of the witness Statement of Ramesh Ramlogan

⁷ Para 7 of the witness Statement of Ramesh Ramlogan

- [43] In cross-examination, the Defendant stated that In 1999 he cleared and backfilled the land and began planting crops in 1999.
- [44] In answer to counsel, Mr. Ramlogan stated that he knew the neighbouring occupiers, but was unaware that they were in occupation since 2000 and 2001 respectively. He revealed that Lennox Celestin lived on the land between 2010 to 2013, which was during the subsistence of the claim by PEL against the occupiers of the larger parcel of land in which the said parcel fell.
- [45] He denied that he was ever a part of New Mission Foundation, a cooperative formed by occupiers of the large parcel of land to negotiate a settlement with PEL. Mr. Ramlogan asserted that there was material in the Defence with which he was not familiar.
- [46] The Defendant stated for the first time that (a) he paid Lennox 'now and then' to clear the land (b) that Lennox stayed on the land when he, the Defendant was not there (c) that he lived on the land off and on (d) he lived on the land with Lennox (e) he lived elsewhere with his family (f) he did not live on Blake Avenue.
- [47] Mr. Ramlogan revealed that there was no water connection on the land between 1998 to early 2010; he obtained a supply just before 2010. Even though he did not live in Blake Avenue, Mr. Ramlogan insisted that his mailing address was on Blake Avenue. He did not pay any bills for his water supply from April 2011 to March 2017; his reason for this nonpayment was the cases brought by PEL against the occupiers of the Blake Development even though that case was discontinued in 2013.
- [48] The Defendant was not sure whether he had taken photos of the wooden house which he claimed to have erected on the said land. He however said for the first time that the hut depicted in those photos⁸ is a smaller

⁸ Pp 737-739 of the Trial Bundle

version of what previously existed and that he had moved the hut from where it previously existed.

- [49] Mr. Ramlogan also stated for the first time that when the Claimant first approached him in 2015 he knew that Mr. Moodeen was referring to the said land because the latter told him that there was a wooden hut and concrete foundation thereon. The Defendant admitted that he revealed that this evidence was important, his explanation for its non-inclusion in his Defence, witness statement or affidavit was that he had given this information to his lawyer.
- [50] The Defendant also stated for the first time that when he and the Claimant spoke in 2015, the latter invited him to go to the Fraud Squad together to make a report. With respect to the fencing of the property, the Defendant revealed that it was his neighbours who had fenced two sides of the said land; he fenced the back while the front was open.
- [51] Mr. Ramlogan testified that although Mr. Celestin lived on the land, he did not inform the Defendant of the 2010, 2011 or 2012 ---. He was therefore unaware that Mr. Wilkes had been on the land from April to May 2010, or that Mr. Soon, Mr. Francois too had been there. As well, the Defendant was not aware of Mr. Goodridge's survey in 2012 – neither Mr. Celestin nor the neighbours informed him about this activity on the Blake Development.
- [52] He admitted that anyone could have entered the said land or his house when he was not there.
- [53] Strangely this witness said that he could not remember saying in his witness statement that he was relying on Peter Soon's affidavit in support of his case.⁹ He also stated that he did not know anything about Peter Soon.

⁹ Para 12 witness statement of Ramesh Ramlogan

THE COURT'S APPROACH

[54] In order to determine whether the Claimant or Defendant is entitled to possession of the said land, I would have to resolve the contending version of the facts put forth by each side. I am guided in the exercise by the learning in **Horace Reid v Dowling Charles and Percival Bain PC**¹⁰

“where there is an acute conflict of evidence between neighbours ,particularly in rights of way disputes, the impression which their evidence makes upon the trial judge is of the greatest importance. This is certainly true. However, in such a situation where the wrong impression can be gained by the most experience of judges if he relies solely on the demeanour of witnesses, it is important for him to check that impression against contemporary documents, where they exist, against the pleaded case and against the inherent probability or improbability of the rival contentions, in the light in particular of facts and matters which are common ground or unchallenged, or disputed only as an afterthought or otherwise in a very unsatisfactory manner. Unless this approach is adopted, there is a real risk that the evidence will not be properly evaluated and the trial judge will in the result have failed to take proper advantage of having seen and heard the witnesses.”

[55] I will therefore embark upon a detailed analysis of the evidence, having regard to the pleadings and documents adduced before me in order to determine the inherent probability or improbability of the rival contentions as outlined above.

¹⁰ No. 36 of 1981 p 6 per Lord Ackner

[56] In assessing all the evidence before me, I also had regard to the following authorities *McQueen v Great Western Railway Company*¹¹

“If a prima facie case is made out, capable of being displaced, and if the party against whom it is established might by calling particular witnesses and producing particular evidence displace that prima facie case, and he omits to adduce that evidence, then the inference fairly arises, as a matter of inference for the jury and not a matter of legal presumption, that the absence of that evidence is to be accounted for by the fact that even if it were adduced, it would not displace the prima facie case. But that always presupposes that a prima facie case has been established; and unless we can see our way clearly to the conclusion that a prima facie case has been established, the omission to call witnesses who might have been called on the part of the defendant amounts to nothing.”

[57] The issue that fell to be determined is whether the Defendant by reason of his adverse possession of the said land extinguished the title of the Claimant’s predecessor in title, PEL thereby also extinguishing the Claimant’s title to the said land.

[58] The Claimant’s case as pleaded is straightforward prior to purchasing the said land. In 2015, he visited the lot, saw that it was unoccupied, devoid of any structural or agricultural activity which would suggest that there was an occupant. He therefore purchased in June 2015. When he next visited the land in October 2015, he observed that a portion had been cleared and a concrete platform with iron stakes embedded. He visited the Defendant to advise him that he was trespassing but he was rebuffed and threatened. Thereafter, the Defendant continued to build despite

¹¹ 1875 LR 104B 569 at 574 per Cockburn L

letters and this claim being served. He only stopped building in 2018 after this Court intervened.

[59] The Defendant, on the other hand, has claimed to be in adverse possession of the said land since 1998 when he cleared it, planted vegetables, erected a small wooden hut, installed a caretaker, erected a concrete foundation, then a house and fenced the property.

[60] Having considered the pleadings, evidence and documents I have made the following findings of fact:

a. Based on the testimony of the photogrammetrist, Mr. Davis, the Defendant was not in occupation of the said land from 1998 to 2005;

b. Based on the evidence of the Surveyors, Wilkes and Goodridge, there were no structures/signs of occupation on the said land from 2010 through 2012.

[61] I accepted the evidence of the Claimant's witnesses that there was no one on the said land. These witnesses had no axe to grind in this case, having been hired by PEL to ascertain the occupiers of the lands at Blake Avenue for the purposes of a survey/claim for possession. Even though Mr. Wilkes acknowledged that there was an error on his plan in that two of the lots were numbered '36', he identified where the said land was located on his plan – between lots 36 and 38 which corresponded to the location of P35 on Mr. Goodridge's plan. Significantly, he testified that this space was empty with no structures thereon and this is shown on his plan created since 2010.

[62] I also accepted the evidence of Mr. Goodridge on this point – that as at July 2012, when he conducted his survey, there were no structures/signs of occupation on Lot P38 (the said land). I also took note of his evidence that he had instructed that Notices of the Survey be

served on occupiers, that he had personally inspected the lands and was familiar with it, having spent two months on the exercise.

[63] The Defendant testified that he was in occupation since 1998 and had installed one Lennox Celestin on the land as caretaker when he was not there. A prima facie case having been made out by the Claimant that he took vacant possession of the said land when he purchased it in 2015, it was open to the Defendant to displace that case by adducing evidence from Mr. Celestin of his occupation from 1998, the erection of the wooden hut. The concrete foundation and the cultivation of crops; this the Defendant failed to do without giving any explanation for Mr. Celestin's absence. I therefore drew an adverse inference against the Defendant – that if called, Mr. Celestin would not displace the prima facie case by evidence in support of the Defendant.

[64] With respect to his counterclaim for possession, I also took note of the fact that the Defendant called no witnesses in support of his case. It seems to me that if he or his alleged agent Celestin had been in occupation since 1998, the Defendant must have been able to adduce evidence of this fact by relying on the testimony of his alleged neighbours. Indeed I noted during cross-examination that he could not say when some of his neighbours had begun living on the land, even though it was subsequent to his own entry. The failure to adduce this evidence to displace the prima facie case made out against him by the Claimant caused me to draw an adverse inference – that if called there occupiers would not support his case that he had been in occupation from 1998 to 2015.

[65] The fact that neither the Defendant nor his supposed agent Celestin had been aware or present at two surveys of the land – one in 2010 and the other in 2012, was further ground for disbelieving the Defendant's evidence with respect to the length of his occupation of the said land. It

is highly improbable in my view, that if either or both of them lived on the said land from 2010 to 2012, the Defendant could have been unaware of the surveys as he claimed. Indeed, one would reasonably expect that one of his longtime neighbours on the land would have informed him of the survey – especially where both surveyors, their assistants and bailiffs had been in the area for two to three months during each survey.

[66] Further, the inconsistencies in the Defendant's evidence noted above including the fact that:

- (i) he stated for the first time that he had changed the location of the wooden shed
- (ii) he was not a part of New Mission Foundation, a corporative formed by the occupiers to settle the land claim with PEL
- (iii) his evidence vacillated on whether he lived on the said land or with his family in Mc Shine Street, Sangre Grande
- (iv) he had pleaded that he had fenced the said land, but in cross examination he asserted for the first time that he only fenced the back, the sides having already been fenced by his neighbours and the front was open
- (v) that the Claimant told him in 2015 that he, the Claimant had seen the concrete foundation and wooden hut on the land. This was neither pleaded nor included in his witness statement;

caused me to conclude that Mr. Ramlogan was neither reliable nor creditworthy. Even if he was the Ramesh referred to in PEL's claim against the occupiers in 2010, this fact by itself could not establish that the Defendant had been in occupation of the land since 1998.

[67] In order to succeed on his Counterclaim, the Defendant had to establish that he had been in continuous occupation of the said land without the owner's consent for a period of sixteen years – from 2017, that is from 2001. I hold that on the evidence before me, the Defendant has not established, on a balance of probability that he has been in occupation of the said land for sixteen years. I also hold that the Claimants are entitled to possession of the subject land.

[68] I therefore Order that:

- (i) Judgment for the Claimants against the Defendant on the Claim;
- (ii) The Counterclaim is dismissed with costs;
- (i) The Claimants are the legal owners of and entitled to possession of ALL and SINGULAR that piece of land situate in the Ward of Manzanilla comprising five hundred and one point six square metres (501.6 m²) delineated and coloured pink in the plan registered in Volume 5785 Folio 85 being portion of the lands described in the Crown Grant in Volume 200 Folio 173 and also described in the Certificate of Title in Volume 5773 Folio 125 and shown as Lot P35 in the General Plan filed in Volume 5773 Folio 127 and now described in Certificate of Title in Volume 578 Folio 87 and bounded on the North and East by Lot P32 and by an existing trace on the south and west by Lot P 40 and an existing trace (the said piece of land);
- (ii) An Order that the Respondent/Defendant whether by himself, his servants and/or agents or any other person whatever are to demolish and/or remove all buildings, blocks, galvanize, gravel, sand and any other material placed by him on the said piece of land;
- (iii) An Order restraining the Respondent/Defendant whether by himself and/or servants and or agents from erecting, building and/or continuing to build any structure on the said piece of land;

- (iv) An Order restraining the Defendant, whether by himself, his servants and or agents from preventing the Claimants, their agents and/or servants from coming on the said piece of land and from harassing, threatening or in any other manner interfering with the Claimants, their servants and/or agents;
- (v) The Defendant to pay to the Claimant damages in the sum of \$30,000.00 for trespass;
- (vi) The Defendant to pay to the Claimants costs in the sum of \$14,000.00 on the Claim;
- (vii) The Defendant to pay to the Claimants costs in the sum of \$14,000.00 on the Counterclaim.

**Joan Charles
Judge**