

IN THE REPUBLIC OF TRINIDAD AND TOBAGO

**IN THE HIGH COURT OF JUSTICE
SUB-REGISTRY SAN FERNANDO**

Claim No. CV2020-04475

BETWEEN

THE TRINIDAD RIFLE ASSOCIATION

CLAIMANT

AND

THE CHAGUARAMAS DEVELOPMENT AUTHORITY

DEFENDANT

Before: The Hon. Mr. Justice Westmin R.A. James

Date: 2nd June 2025

Appearances: Mr. Haresh Ramnath Attorney at Law for the Claimant
Mr Justin Phelps SC and Mr Joshua Hamlet, Attorneys-at-Law for the Defendant

JUDGMENT

1. This is a claim brought by the Trinidad Rifle Association (“TRA” or “the Claimant”) against the Chaguaramas Development Authority (“CDA” or “the Defendant”) seeking a declaration of entitlement to possession of certain lands located in Tucker Valley, Chaguaramas, on the basis of adverse possession. In the alternative, the Claimant seeks declaratory and equitable reliefs arising from alleged expenditure by the Defendant.

Background

2. The Claimant is a body corporate incorporated by the Trinidad Rifle Association (Incorporation) Act 1975 (Act 27 of 1975). The Rules of the Association particularly Rule 7, provides for members of the TTDF to be elected to the Committee of the Claimant’s service members. Rule 13 outlines the officers of the Claimant. Its President was the Commander of the TTDF. Rule 15 also contemplates the inclusion of TTDF-nominated

members on the Committee. This remained the position until 2019. This structural arrangement evidencing close institutional affiliation between the Claimant and the TTDF.

3. The Defendant is also a body corporate established by the Chaguaramas Development Authority Act (Act No. 37 of 1972). By a vesting order dated 9th October 1974 (Legal Notice No. 69 of 1975), ownership of the northwest peninsula of Trinidad, including the subject premises, was vested in the Defendant. Pursuant to section 16 of the Act, this vesting conferred upon the Defendant all rights, privileges, and advantages formerly held by the State in respect of the lands vested. By section 16(3) The President may by Order divest the Authority of any land vested in the Authority by virtue of a Vesting Order and re-vest in the State subject to any rights or interests accruing to third parties from any disposition or other dealing in the land by the Authority.
4. By Re-Amended Statement of Case filed on the 5th February 2021 The Claimant's pleaded case is that:

"From in or about the year 1989 the Claimant has exercised exclusive custody and control of the subject premises, maintained the boundaries and exercised exclusive and continuous possession of same which possession was open in full view of the public without force and without the consent of the Defendants with the intention to exercise custody and control of the said lands on its behalf and for its benefit. By virtue of the foregoing the Claimant was and is entitled to the use and occupation of the subject premises."

5. The Claimant further alleges that it invested approximately two million dollars (\$2,000,000.00) between 1989 and 1991 to develop the subject premises, including the construction of several structures. It claims that, to date, it incurs monthly maintenance expenses in the region of fifteen thousand dollars (\$15,000.00). The Claimant avers that no objection was raised by the Defendant or any third party throughout this period of occupation. Additionally, in 2010, the Claimant undertook significant upgrades to the pistol range using heavy machinery over a five-week period at a cost of Two Hundred and Seventy Thousand dollars (\$270,000.00). In the alternative, the Claimant contends that even if its occupation were initially permissive, it has, by virtue of its expenditure and the Defendant's silence, acquired a right to continued occupation through estoppel or an equitable licence.
6. The Claimant seeks the following reliefs:
 - (a) A declaration that the Claimant is entitled to possession of all and singular that piece of or parcel of land comprising 10 acres more or less being a portion of a

larger parcel and situate in the Ward of Diego Martin, in the County of St George and bounded on the North by the Secondary Road, on the South partly by a river and partly by lands of the Defendant, on the East by lands occupied as a range by Trap & Skeet and on the West by lands of the Defendant hereinafter called the "subject premises."

(b) A declaration that the Defendant's right title and interest in the subject premises has been extinguished by operation of law;

(b.1) A declaration that the Defendant is estopped from denying the Claimant right to the occupation of the subject premises.

(b.2) And/or alternatively to the above reliefs, a declaration that the Claimant has a license coupled with an interest to occupy the subject premises.

(c) Damages for trespass

(d) Damages for nuisance

(e) An injunction restraining the Defendant, by itself, its servant and/or agents, or whomsoever otherwise from entering, remaining, occupying the subject premises or hindering access to same.

(f) A mandatory order requiring the Defendant to move the chain barrier and/or dirt barrier obstructing access to the subject premises.

(g) Aggravated and/or exemplary damages

(h) Interest pursuant to the Supreme Court of Judicature Act

(i) Costs

(j) Such further and/or other reliefs as the nature of the case may require

7. By Defence filed on 31st March 2021 the Defendant denied that the Claimant had ever exercised exclusive custody, control, or continuous possession of the subject premises. The Defendant maintains that, at all material times, the TTDF held lawful possession of the Tucker Valley Range under a lease arrangement and granted the Claimant permission to utilise portions of the land for its activities. As such, any occupation by the Claimant was permissive and not adverse.

8. The Defendant further pleads that the Claimant has, on numerous occasions, acknowledged the Defendant's title by requesting the grant of a lease for portions of the Tucker Valley Range. On this basis, the Defendant denies that the Claimant's possession was adverse or capable of extinguishing its title. The Defendant counterclaims the following reliefs:

(a) A declaration that the Claimant has no right title or interest in the lands comprising of 100 acres more or less known and assessed as the "Tucker Valley Range."

(b) Costs

(c) Such further or other relief as to the Court may seem just

9. In its Defence to Counterclaim filed on 26th April 2021, the Claimant denied that the TTDF was ever in possession of the portion of land it occupies. The Claimant alleges that it entered into possession in 1989. It was also pleaded that between 1989 and 1993, the Claimant constructed several structures on the land, including a shed, three buildings (25-metre range, 50-metre range, and air range), and a guard booth at the entrance. The Claimant maintains that its occupation was without the consent of either the Defendant or the TTDF and that any alleged acknowledgments occurred only after its title (if any) had already been perfected by the expiration of the limitation period.

Evidence

The Claimant's Evidence

10. The Claimant relied upon the evidence of Ms. Andrea Lee-Kim ('Ms. Lee-Kim'), who gave a witness statement dated the 11th January 2023. The Claimant also relied on the evidence of Ms. Marlene Agge who produced a valuation report, Mr. Anthony Marcano who provided evidence of the accounts of the Claimant for the period 2015 to 2021, Mr. Thomas Nicholas who gave evidence about the purported nuisance and Mr. Nawaz Karim on the prevention of access to the subject premises by the Defendant.
11. The Defendant called two witnesses of fact: Mr. Michael Forde's 12th October 2023 Witness Statement and Mr. Richardo Garcia's 12th October 2023 Witness Statement.

Chaguaramas

12. The entirety of Chaguaramas has been vested in the Defendant by a vesting order made on the 9th October 1974 (Legal Notice 69 of 1975) which vested the northwest peninsula of Trinidad in the Defendant. This vesting order granted the Defendant all rights, privileges, and advantages that the State had (section 16). By section 16(3) The President may by Order divest the Authority of any land vested in the Authority by virtue of a Vesting Order and re-vest in the State subject to any rights or interests accruing to third parties from any disposition or other dealing in the land by the Authority.
13. On 5th April 1974, there was a note to all Permanent Secretaries and Heads of Department that the general supervision of Chaguaramas remained with the Defendant. It directed that all discussions pertaining to the performance of covenants of leases, renewal or grant of new leases relating to Chaguaramas should be done with the Defendant.
14. On 14th August 1975, a Cabinet directive was sent to all government ministries and agencies that occupy lands and buildings in Chaguaramas. They were instructed to pay rent to the Defendant. The rents were backdated to 9th October 1974. The Directive noted

that the Prime Minister considered that the issue of rent should be negotiated between the parties and the Defendant. The rents to be paid were to be assessed by the Valuation Division of the Ministry of Finance.

15. On 21st June 1977, the Valuation Division wrote to the Defendant advising on the rental values for the different areas in Chaguaramas that the TTDF occupies. The document also included terms and conditions for the tenancy, which included Macqueripe Tucker Valley.

Trinidad and Tobago Defence Force (TTDF)

16. The written documents show that the Trinidad and Tobago Defence Force have been occupying lands in the Tucker Valley area since the 1960's.
17. By letter dated 16th September 1987 to the Defendant from the TTDF, it was noted that the TTDF has been in control of the Tucker Valley Rifle Range for over 20 years at that time when it was formally handed over to the Defence Force by the United States authorities on their vacating the Base. The letter goes on to say that the establishment of the range was done by the Construction Battalion of the United States marines in 1942 and so no records were held by the TTDF. Also see letter dated 7th May 1993 to the Defendant wherein the TTDF indicated that they have been in occupation of the Tucker Valley Rifle Range and adjoining Safety Area since September 1962.
18. On 6th September 1977, the Defendant wrote to the TTDF informing them that they had accepted the rental values suggested by the Valuations Divisions. Their letter included a copy of the 21st June 1977 letter and proposed terms of their tenancy.
19. The rent was evaluated in 1990. By letter dated 8th January 1990 the Defendant wrote to the TTDF setting out the talking points from a meeting in late 1989. In December 1990, the Valuation Division assessed the rents for the different properties occupied by the TTDF. There was a rent assigned to the rifle range of \$300.00 and the size of the area was about 4.371 hectares. The Defendant wrote to the Ministry of National Security confirming the amount to pay for rent.
20. The records show that the Defendant sent the TTDF invoices about the properties that they rent, and those documents include the Tucker Valley rifle range. There are meetings between the Defendant and the Ministry of National Security, the TTDF's line Ministry concerning the range.
21. There is also evidence that the Defendants communicated with the TTDF relative to activities of the range. For example letter dated 6th June 1990 advising the TTDF that they

were doing survey behind the Range and the TTDF was asked to notify the users of the Range.

22. When there was work being done on the property the Defendant communicated with the TTDF. (See letter dated 7th June 1993 by the Defendant to the TTDF about clearing of lands and Town and Country Planning approvals.) In that letter the Defendant acknowledged that the TTDF has been in occupation of the Range since 1962.
23. Another example of this was letter dated 10th June 1998 from the Defendant to the TTDF relative to the Tucker Valley Shooting Range. In that letter the Defendant expressed the concern for their employees safety when doing work around the Range. The Defendant called upon the TTDF to explain the procedures and called for a suspension until the situation was under control. In response the TTDF on 17th June 1998 wrote to the Defendant indicating that they don't compromise on their International Range Safety Standards and the Defendant failed to coordinate with them relative to works to be done. The TTDF then informed the Defendant that they had no intention of suspending or stopping any military activity on the Tucker Valley Range and asked the Defendant to coordinate with the TTDF when venturing into the danger area of the Range.
24. The tenancy arrangement between the parties have been negotiated from time to time. The Property and Real Estate Services Division was formed as a department that is responsible for all government real estate. The lease negotiations went through this department after it was formed. The rent review in 2009 was conducted by this Division and the Defendant accepted their new rate.
25. On 14th July 2009, the Defendant wrote to the TTDF setting out the details of the 6th July 2009 meeting between the parties. The Defendant noted that there is a rental arrangement between the TTDF and the Defendant for approximately 100 acres of land in Tucker Valley. The letter stated that the Defendant has not granted any approvals for any other entity to operate in that area.
26. The TTDF responded on 6th October 2009 stating that *"Presently the TTDF is currently providing assistance to the TRA in the provision of our range facilities for use by members of the national community who are affiliated to them."* The letter also stated that the relationship between the TTDF and the Claimant was not thoroughly documented, and they are reviewing the entire matter. The letter then ends with

"It is our intention to ensure that the way forward between the Trinidad and Tobago Defence Force and the Trinidad Rifle Association meets with the concurrence and approval of the Chaguaramas Development Authority..."

27. The Defendant sent TTDF a document showing the letters between the parties concerning the Claimant and its affiliates.
28. There are several letters from 1977 to 2009 exchanged between the TTDF and the Defendant concerning the ownership and possession of the subject premises.
29. On 15th May 2018, the Defendant issued a 'letter of comfort' to the TTDF while the parties negotiated the terms of the lease. The letter noted that the Board of Directors for the Defendant has agreed to enter into a 'deed of lease' in principle with the TTDF for the Tucker Valley Rifle Range. On 29th May 2018, the TTDF accepted the letter of comfort and requested a draft of the lease for consideration.

The occupation by the Trinidad and Tobago Rifle Association in Tucker Valley

30. A lot of this case depends on what were the circumstances that caused the Claimant to be on the Defendant's property. The documentary evidence provided to the Court for around that time documented the following:
 - a. Memorandum dated 23rd February 1976 from the Permanent Secretary of the Ministry of national Security to the Commander Defence Force. The Subject was the removal of Rifle Range at La Seiva. It referenced the TTDF letter dated 29th December 1975. That letter indicated that it was agreed that that a Committee should be set up to consider the removal of the Rifle Range from La Seiva possibly to the Range at Tucker Valley Chaguaramas. The Committee was to comprise (i) an officer of the Defence Force; (ii) an officer of the Police Service; and (iii) a member of the Trinidad Rifle Association. The Committee was authorised to liaise direct with the Defendant for any information which may be required, or clarification of any points which may arise in the deliberations.
 - b. In September 1976, this Committee produced a report which was signed by the Claimant's then President, the Trinidad and Tobago Police Service and the TTDF. The Report titled Report of Committee set up to consider the Removal of the Rifle Range at La Seiva. It detailed that the Claimant was operating at the La Seiva Range, Maraval since 1934 and it is used by the Military, Police and Cadets with national and international competitions being held there. It indicated that the range accommodated a full bore range, a small bore range, a trap and skeet range, a club house and range warden's quarters.
 - c. The Committee was of the opinion that the range at Tucker Valley provides the most suitable site for a range and felt that that La Seiva Range can be re-located at Tucker Valley within a short time at minimum costs. The Report also indicated

proposed facilities and amenities that were needed to stage shooting competitions at International level in pistol revolver, small bore rifle, full bore rifle and trap and skeet. The Committee submitted its report, together with a plan of the Tucker Valley Range, Chaguaramas complete with recommendations for the siting of new buildings and ranges which was attached at Annex 'A'. It detailed plans for the Club House and Range Warden's quarters together with an estimated cost of all new proposed structures.

- d. Letter dated 24th May 1977, from the Ministry of National Security to the Defendant indicated that the Ministry had accepted the Committee's recommendation. The letter ends with Ministry asking for the Defendant's approvals, it said:

"The Ministry supports the recommendations of the Committee. Your approval is sought for the [resitting] of the La Sieva Rifle Range at the Tucker Valley Range."

- e. On 7th May 1979, the Claimant wrote to the TTDF after being taken on a tour of the Tucker Valley Rifle Range. Their representatives were physically shown by members of the TTDF where the proposed facilities would be in the Tucker Valley Rifle Range. This letter referred to the whole area as the Tucker Valley Rifle Range. The letter was signed by the Chairman of the Claimant and addressed to the Commander of the TTDF who was at the same time the President of the Claimant. The Chairman's comments included that they, the Claimant's representatives, were 'extremely impressed' with the existing range. The letter further reads:

"...Peter Samuel, Sub Intendent of State Lands... was impressed by the fact that the range as it is at this point in time, lends itself, comparatively easily, to the inclusion of facilities for shooting at 900 and 1,000 yards"

...

"The Trinidad Rifle Association sincerely hopes that the Tucker Valley Rifle Range, Chaguaramas, will be made available to be used as it is and in its present location, with the necessary additions, and renovations required to bring it up to International standards. The Trinidad Rifle Association also wishes it to be known that it would be willing to pay part of the costs of the suggested additions/renovations.

In addition, of course, any expertise which the Trinidad Rifle Association possesses would be made available in order to carry out the necessary changes to the range."

- f. The Ministry of National Security on 5th December 1979 wrote to the Ministry of Finance about the relocation. This letter recaps the work of the Committee and further states that a 24th May 1977 letter was sent to the Defendant for their approval to relocate the Range to the Tucker Valley Range. (See letter dated 6th November 1981 from Town and Country Planning Division to the Defendant.)
- g. By letter dated 27th July 1981, the Defendant wrote to Commodore Mervyn Williams of the TTDF indicating that the Trinidad and Tobago Trapskeet Association proposed trap-shooting facility to be located within the Defence Force's Rifle Range in the Tucker Valley. The letter indicated that the Trapskeet was submitted to both the Defence Force and the Defendant. The Defendant sought the position of the TTDF relative to this proposal and if desirable, arrange a date for an official of the Trapskeet Association and the Defendant to meet with the TTDF to discuss this matter further. The letter also noted that the Trinidad and Tobago Trapskeet Association is affiliated to the Claimant.
- h. By letter dated 6th November 1981 the Town and Country Planning Division of the Ministry of Finance and Planning wrote to the Defendant on the Re-location of the Rifle Range at La Seiva to Tucker Valley. The letter stated that the Division was in receipt of several pieces of correspondence from the Permanent Secretary Ministry of Finance and Planning ending with the most recent memorandum dated 16th September 1981 seeking their recommendations on a proposal to relocate the Rifle Range at La Seiva to Tucker Valley. The letter refers to its previous correspondence of 24th May 1977 for which no reply was received. The letter goes on to request the comment of the Defendant.
- i. By letter dated 14th January 1982 to the Permanent Secretary of Ministry of National Security from the then General Manager of the Defendant, referring to the reminder of 4th September 1979 and memo of the 5th December 1979 together with the Ag Director of Town and Country Planning dated 6th November 1981. The letter, which was copied to the Claimant requested a meeting with representatives of the Ministry of National Security to discuss the implications of the proposal. The Claimant, by that letter, was requested to have a representative there.
- j. The Ministry of National Security in 1986 advised the President of the Claimant at that time, "Commodore Mervyn Williams" that the Claimant should move to Tucker Valley in Chaguaramas and develop the Army Range to accommodate our various disciplines of shooting. (See letter dated 3rd December 1996 from Claimant to the Minister of Sports & Youth Affairs.)

- k. By letter dated 17th August 1987 the TTDF advised the Defendant that two small structures will be erected on the Tucker Valley Rifle Range for use as a store room and shelter for spare parts and other equipment of the Trinidad and Tobago Trap and Skeet Association. By letter dated 7th September 1987 to the TTDF the Defendant indicated that before consideration could be made sought background on how the range came to be established at the location and how the Trinidad and Tobago Trap and Skeet Association became associated with the site.
- l. By letter dated 16th September 1987 the TTDF wrote to the Defendant referring to its letter dated 27th July 1981 indicating that the Defendant has been kept informed of the activities of the Claimant and its affiliates.
- m. By letter dated 6th October 1988 from the TTDF to the Defendant with subject matter as Tucker Valley Range. The TTDF mentioned the additional facilities that were developed on the Range for the Claimant and the need to define the boundaries for safety. The letter stated:

*“in light of the facilities that have been established at the Tucker Valley Range, Chaguaramas to cater for the Trap and Skeet Association and the Trinidad and Tobago Rifle Association (small bore range) I should like to have the boundaries of the Range clearly determined and marked.
It is felt that the safety of the other persons who are carrying out activities in the immediate area of the range is be safeguarded by having them not proceed beyond a certain point where they will be in danger because of the live firing carried out there on a regular basis.”*

- n. By letter dated 2nd November 1988 the Defendant in response to the TTDF stated that notwithstanding the fact that the Defendant is the landlord in respect of the area in question, the file indicates that the Defendant have no control over the facility and no rent is received for it. They sought a meeting with the TTDF relative to it.
 - o. By letter dated 29th June 1989, the Defendant wrote to the Commissioner of Valuation seeking assistance for the current rental value of the Rifle Range and describing it as 4.371 hectares and the buildings thereon.
31. Ms. Lee-Kim, the witness for the Claimant could not give any evidence to dispute the documentary evidence that the Claimant had gone into possession of lands occupied by the TTDF and with the consent of the CDA. Ms. Lee-Kim accepted that she had no personal knowledge or records before 1989. As between 1989 to 2001 Ms. Lee-Kim could only

assist with records of the Claimant. The Claimant provided no evidence about the Committee and the move from La Sieva.

32. In cross examination Ms. Lee-Kim accepted that there was evidence that the TTDF was in possession of the lands claimed by the Claimant continuously from 1970 to the time of trial.
33. There was also documentary evidence that the Claimant shared the space with the TTDF. By letter dated 3rd January 2000, the Permanent Secretary of the Ministry of National Security wrote to the Claimant indicating that the TTDF acknowledged its negligence in maintaining the Full Bore Rifle Range at Chaguaramas and indicated that arrangements have been made to ensure that the Range is fully maintained.
34. Ms. Kemba Hannays and Mr. Richardo Garcia gave supporting evidence that the TTDF was always a tenant of the Defendant and that the Claimant's occupation of the subject premises was with the permission of the Defendant and the TTDF.

LAW

35. The Defendant has not pleaded or contended that the disputed land was State Lands. The lands was divested to a body corporate and was not re vested in the State pursuant to the Act and so the Court will proceed as if it was private lands of the Corporation.
36. Section 3 of the **Real Property of Limitation Act** Chap 56:03 prevents the paper title owner from the right to recover lands either by action or entry after 16 years from the time when the right to bring the action or make an entry first accrued. Section 22 provides that where after the expiration of the limitation period prescribed by section 3 (i.e. 16 years) the person entitled to do so has not brought an action or made an entry for the recovery of the land, his right and title to the land shall be extinguished. The conjoint effect is the person making the claim extinguishes the right of the title of the paper title owner to the land at the end of the statutory period.
37. The basic principles have also been summarized by Slade, J in ***Powell v. McFarlane [1977]*** **38 P & CR 452** at pages 471-472. The Court stated:

"In the absence of evidence to the contrary, the owner of land with the paper title is deemed to be in possession of the land, as being the person with the prima facie right to possession. The law will thus, without reluctance, ascribe possession either

to the paper owner or to persons who can establish a title as claiming through the paper owner.

If the law is to attribute possession of land to a person who can establish no paper title to possession, he must be shown to have both factual possession and the requisite intention to possess ('animus possidendi')."

38. There is no question that the Claimant has been on the land for over 16 years, the question is whether their possession was exclusive, adverse to that of the paper owner or that they had the requisite intention.
39. Without any first-hand evidence for the time of entry by the Claimant to the premises, the Court is left to rely on the Defendant's records and witnesses for assistance on the history of the subject premises.
40. The evidence shows that the Claimant's occupation was neither without permission or exclusive, so it cannot be said that they ever had an 'intent to possess' the subject premises.

Time was not running against the Defendant

41. The Claimant has instituted these proceedings against the Defendant, whose case is that it is the landlord of the TTDF, which is the tenant in occupation of the lands that the Claimant now seeks to claim by adverse possession.
42. It is well-established law that where land is subject to a tenancy, adverse possession against the freehold owner (the landlord) does not begin to run until the lease or tenancy has come to an end. Until that time, any adverse possession is deemed to run only against the tenant, not the landlord
43. As noted in **Adverse Possession (2nd edn) at 24-47** says:

"24-47. If a person takes adverse possession while a lease is in existence, in relation to cases where the Limitation Act 1980 applies, time runs against the tenant immediately. Time will also run against anyone deriving an interest which is created by the lessee after time has started run... Time does not run against the reversioner, however, until the lease comes to an end."

44. This principle has been affirmed in local courts. In **Josephine Jordan v Phillip Lucas** Civ App 189 of 2009 at paragraph 33, Jamadar JA (as he then was) also stated this to be the law. He said:

“33. On this issue I am of the opinion, that even if the Appellant was in adverse possession of the premises, in light of my conclusion on the creation of a statutory lease, that possession can only be adverse in relation to the tenant and as against the statutory lease. The law on this is clear. Where a tenant is dispossessed, the adverse possession runs immediately against the tenant, and only against the landlord on the expiry of the tenancy or lease...”

45. This position is also consistent with persuasive authority from other jurisdictions. In **Chan Tin Shi v Li Tin Sung** [2006] HKCFA 5, the Hong Kong Court of Final Appeal per Lord Hoffmann held at paragraph 17:

“...adverse possession by a squatter may bar the remedy of the lessee but will not affect the right of the freeholder to claim possession when the lease is determined.”

46. And at paragraph 19:

“The title of the lessee is extinguished only as against the squatter. As against the landlord, it remains in existence, so that the lessee remains liable upon the covenants of the lease...”

47. In **Pooran v Roop Civ App 223 of 2010**. Mendonca JA succinctly stated the law at paragraph 22:

“22. Those cases establish that where a tenant is dispossessed by a squatter, the squatter is not in adverse possession against the landowner as the latter has no right of possession until the lease in favour of the tenant is determined. Adverse possession by the squatter does not bar the remedy of the landowner to recover the lands when the lease comes to an end. The right of the landowner to bring an action against the squatter in those circumstances, therefore, does not accrue where there is a subsisting tenancy...”

48. The Claimant entered and remained in possession of lands that were tenanted to the TTDF. There is ample documentary evidence, including correspondence and payment records, which confirms that the TTDF was and remains in occupation of the Tucker Valley area under a lease with the Defendant. The TTDF pays rent to the Defendant for the lands, including the area known as the Rifle Range, which the Claimant purports to occupy. The

Claimant indicates that there is no written lease, but a landlord and tenant relationship can exist without a written lease.

49. Accordingly, even if the Claimant could establish the elements of adverse possession, such possession was not adverse to the Defendant as the reversionary landlord, given the subsisting tenancy with the TTDF.
50. The Claimant's action is therefore improperly brought against the Defendant, in circumstances where any alleged adverse possession could only have been directed if at all against the TTDF as tenant for the subsistence of the tenancy.

Occupation not adverse to the paper title owner

51. Further even if I am wrong on the above, the Court finds that the Claimant's possession was not adverse to the Defendant as the paper title owner.
52. In order to establish possessory title to land, the claimant must show not merely possession for the requisite period, but adverse possession, i.e. something in the nature of an ouster of the true owner. The Claimant entered into occupation of the land with the knowledge, consent, and indeed at the invitation of the TTDF, which was itself a tenant of the Defendant. As such, the Claimant's occupation was permissive in nature and cannot ground a claim in adverse possession.
53. As the evidence demonstrates, the Claimant moved into the Rifle Range at Tucker Valley pursuant to arrangements initiated by the TTDF. The Claimant's members previously used a Range in La Sieva, Maraval. In February 1976, a Committee was established for the purpose of relocating the Claimant's range to Tucker Valley and the use of the site. The Claimant's occupation thereafter occurred with the full knowledge and express consent of both the TTDF and the Defendant. The contemporaneous correspondence confirms this history and supports the conclusion that the Claimant did not take possession in a manner inconsistent with the paper title of the Defendant.
54. The Claimant's letter to the Defendant, dated 16th March 2011, signed by the Claimant's witness, Ms. Lee-Kim, requested documents from the Defendant and acknowledged the move from La Seiva, the Committee and the recommendation by the Ministry of National Security. This showed that the Claimant themselves acknowledged that their move was with the consent of the TTDF.
55. A further significant and undisputed fact is that, up until 2019, the executive membership of the Claimant included senior officers of the TTDF. Act 27 of 1975 which established the Claimant, provides by their then Rule 7 that all members of the TTDF may be elected to

the Committee of the Claimant's service members. Rule 13 lists the persons who make up the officers of the Claimant. Its President was the Commander of the TTDF. Rule 15 sets out the structure of the Committee, which includes members nominated from the TTDF.

56. Letters dated 27th July 1981, 8th May 1984, 17th August 1987, 7th September 1987, 16th September 1987, 6th October 1988, 7th May 1993 and 17th June 1998 were written by executive members of the Claimant who simultaneously were senior officers in the TTDF. Save for the August 1987, October 1988 and May 1993 letters, the remaining were either written by or addressed to then Commodore Mervyn Williams when he was Chief of Defence Staff and President of the Claimant. The August 1987 and October 1988 letters concerned Joe Theodore who it was accepted was associated with the Claimant and was a member of the TTDF.
57. This overlap is not merely incidental it underscores the close institutional relationship between the Claimant and the TTDF. It is further evidence that the Claimant's occupation of the premises was not independent, clandestine, or hostile in nature, but rather occurred with the full knowledge, involvement, and endorsement of the TTDF, who at all material times held a leasehold interest from the Defendant. This fact fundamentally undermines any suggestion that the Claimant's occupation could have been adverse to the interests of the TTDF or, by extension, the Defendant.
58. In addition, the documentary evidence demonstrates that the Defendant was consulted on the Committee's report, and their comments were requested. The Defendant responded and requested a meeting about it with the Ministry of National Security and the Claimant. The Defendant was aware of the Claimant's presence and continued occupation of the site. Despite this, there is no record of any objection being raised by the Defendant when the Claimant sought their permission in the initial stages. This lack of objection, when coupled with the known involvement of the TTDF confirms that the Claimant's occupation was not adverse, but with consent. The Defendant's awareness and absence of protest were consistent with an understanding that the Claimant was operating under the umbrella of the TTDF's lawful occupation.
59. Importantly, the Claimant's own correspondence weakens any claim of adverse possession. In particular, in the letter dated 3rd December 1996 to the Minister, the Claimant expressly acknowledged that it had entered into occupation at the behest of the Ministry and/or TTDF, and sought formalisation of its occupation by way of a lease. Nowhere in that correspondence is there any suggestion that the Claimant was asserting possession adverse to the title of the Defendant or that it had entered the premises

without permission. On the contrary, the Claimant clearly acted in acknowledgment of the Defendant's superior title and authority over the land, demonstrating that the initial occupation was with consent and there was no requisite intention.

60. By letter dated 6th October 2009, the TTDF had written to the Defendant indicating that *"Presently the TTDF is currently providing assistance to the TRA in the provision of our range facilities for use by members of the national community who are affiliated to them"* and *"It is our intention to ensure that the way forward between the TTDF and the TRA meets with the concurrence and approval of the CDA."* The letter also showed that the Claimant did not enter the property without the knowledge and consent of the TTDF and the Defendant.
61. There has been no facts given where this position of consent was revoked by the TTDF or that the TTDF was excluded from the property.
62. The legal effect of these facts is that the Claimant's occupation was at all times permissive rather than adverse.

Occupation was not exclusive

63. The Claimant occupation of the Shooting Range in Tucker Valley was also not exclusive.
64. The Defendant's Memorandum dated 19th March 2002, along with the accompanying spreadsheet, indicates that the entire Tucker Valley area, including the Shooting Range, was under the occupation of the TTDF. The letter further clarified that the TTDF's use of approximately 100 acres of land at Tucker Valley was authorised by Cabinet. The memorandum stated:

"The General Manager (Ag.) telephone at 8:26 this morning and instructed me to prepare a spreadsheet document outlining and detailing all areas/buildings in the Chaguaramas peninsula which are occupied by the defence force. The spreadsheet should also give details of the method of occupation eg. whether by Cabinet Minute, vesting or otherwise."

65. On 3rd November 2003, the Defendant wrote to the TTDF, copying the Claimant. The letter requested that the TTDF notify the Claimant to cease construction activity on lands 'which the TTDF have been given permission to use'.
66. In a letter dated 25th July 2008 from the TTDF to the Claimant stated:

“The Defence Force Shooting Team has been sharing the facilities at the TRA Pistol Range, Chaguaramas for some years now... I am informing you of my intention to procure a container which will be used to secure the team’s equipment”

67. By letter dated 6th October 2009, the TTDF had written to the Defendant indicating that *“Presently the TTDF is currently providing assistance to the TRA in the provision of our range facilities for use by members of the national community who are affiliated to them”* and *“It is our intention to ensure that the way forward between the TTDF and the TRA meets with the concurrence and approval of the CDA.”*

68. Further, in a letter dated 16th March 2011 addressed to the Defendant, the Claimant—through its witness Ms. Lee-Kim, expressly acknowledged that it shared the Range with the TTDF. The letter stated:

*“We are seeking your assistance in locating source documents with respect to **the operations of the Tucker Valley Shooting Range alongside the Trinidad and Tobago Defense Force** which may still be filed at the office of the Chaguaramas Development Authority.”* [emphasis mine]

69. In cross-examination, Ms. Lee-Kim conceded that from 1977 to 1996, the Ranges were under the control of the TTDF.

70. The documentary evidence confirms that a Shooting Range existed prior to the Claimant’s occupation of the site. Although the Claimant undertook development works at the Range, such efforts were not to the exclusion of the TTDF. The Claimant’s historical collaboration with the TTDF, its participation in a joint committee, its endorsement of the 1976 report, and its repeated acknowledgment that the TTDF had control over the Tucker Valley Range along with the necessity for the Defendant’s approval for relocation demonstrate that the Claimant’s occupation was never exclusive.

Whether the requisite period has not expired from acknowledgment

71. Possession by the adverse possessor is also interrupted if the adverse possessor acknowledges the ownership of the paper title owner. The relevant provision is contained in Section 15 of the RPLA which states:

“When any acknowledgment of the title of the person entitled to any land or rent shall have been given to him or his agent in writing, signed by the person in possession or in receipt of the profits of such land, or in receipt of such rent, then such possession or receipt of or by the person by whom such acknowledgment

shall have been given, shall be deemed, according to the meaning of this Act, to have been the possession or receipt of or by the person to whom or to whose agent such acknowledgment shall have been given at the time of giving the same, and the right of such last mentioned person, or any person claiming through him, to make an entry or distress or bring an action to recover such land or rent shall be deemed to have first accrued at and not before the time at which such acknowledgment, or the last of such acknowledgments, if more than one, was given.”

72. However, once the limitation period has expired, no written acknowledgement can have any effect: See *Saunders v Saunders* (1881) 19 Ch. D. 373.
73. In *Edginton v. Clark* [1964] 1 QB 367 Upjohn LJ, giving the judgement of the court, held at page 376 that what is required to constitute an acknowledgement is that, as between himself and the paper title owner, the person in possession acknowledges that the paper title owner has the better title to the land. He went on to say at page 377, whether or not a particular writing amounts to an acknowledgement depends on the true construction of the document in all the surrounding circumstances, and it is not possible to lay down any more general rule than that.
74. In *Edginton v Clark (supra)* it was held that a man who makes an offer to purchase freehold property, even though the offer be subject to contract, he is quite clearly saying that as between himself and the person to whom he makes the offer he realises that the latter has a better title, and that would seem to be the plainest possible form of acknowledgment:
75. Therefore, an offer to rent premises by the squatter will also be an acknowledgment because by agreeing to become a tenant the writer could no longer deny his landlord's title.
76. By letter dated 3rd December 1996 from Major Roland Forde then Vice President of the Claimant wrote to the Minister of Sport and Youth Affairs. The letter stated:
- “...
The Ministry of National Security in 1986 advised our President at that time “Commodore Mervyn Williams” that we should move to Tucker Valley in Chaguaramas and develop the Army Range to accommodate our various disciplines of shooting.
We are now applying to have a Lease drawn up so that we can have security of tenure for the land areas that we have developed.” [Emphasis mine]

77. By letter dated 17th December 1996, the Executive Secretary of the Ministry wrote to the Claimant informing them that the matter was receiving attention.

78. By letter dated 15th April 1998, the Minister of National Security wrote to the Defendant in support of the Claimant's request for a lease.

79. The letter stated:

"Further to our discussion last week, I attach for your information a copy of a letter that was sent to the Minister of Sport and youth Affairs by the Trinidad Rifle Association in December, 1996 seeking a lease for the area known as the Tucker Valley Range in Chaguaramas.

...

I have informed the Secretary of the Trinidad Rifle Association, Major Roland Forde that I will be sending you this letter with a view to having the Board of the Chaguaramas Development Authority give consideration to leasing the parcel of land in question to the Trinidad Rifle Association for target shooting, under the terms and conditions as agreed upon between the Chaguaramas Development Authority and the Trinidad Rifle Association.

I strongly recommend that as part of your development programme for the Borth Western peninsula and off shore islands that the Tucker Valley Range be retained as a shooting complex under the management of the Rifle Association, who will be responsible for its maintenance and upkeep." [emphasis mine]

80. By a further letter dated 14th July 1998, the then Minister of National Security wrote to the Acting Chairman of the Defendant. The Minister referred to the letter dated 15th April 1998 to the Defendant. The Minister requested that the Chairman have the Board consider retaining the area at Tucker Valley as a target shooting range to be managed by the Claimant.

81. By letter dated 21st September 2016, the Claimant requested a letter of authorization from the Defendant in support of its application for a water service connection from the Water and Sewage Authority of Trinidad and Tobago.

82. It is a question of interpretation whether the letters constitute an acknowledgement for the purposes of the Limitation Act.

83. A request for a lease to occupy the property acknowledges that another person has a better title to the property. This letter is a clear acknowledgement by the Claimant that

another person has the better title to land. The letter does not question the power of the ability to get a lease or challenge the right to grant a lease, let alone assert a better title or possessory to premises. The document implicitly recognises the power and right of another person to rent out the property.

84. The letter was signed by all the Claimant's representative so no question arises as to whether the acknowledgement was by an agent. The Claimant has argued that the letter to lease the premises was not an acknowledgment because it was made to the Minister not to the Defendant. I disagree. As the correspondence shows, the request for the lease was placed before the Defendant by the Minister for consideration with his recommendation. This was done from the correspondence with the knowledge of the Claimant. No question arises on whether the acknowledgement was made to an agent of the Defendant. It was made to the Defendant itself with the recommendation of the Minister's endorsement. Therefore, in April 1998 there was an acknowledgment of title of the Defendant.
85. There is a letter from the Claimant to the Defendant dated 16th March 2011, in which the Claimant requested documents concerning their occupation of the property. I agree with the Claimant that this correspondence does not amount to an acknowledgment of the Defendant's title, but rather reflects a request for supporting documentation. However, in a subsequent letter dated 21st September 2016, the Claimant sought a letter of authorization from the Defendant in support of an application to the Water and Sewerage Authority of Trinidad and Tobago for a water service connection. This request, in my view, constitutes an acknowledgment of the Defendant's title. The Claimant however argued that the limitation period had passed, by the time of this letter so acknowledgment does not apply.
86. Based on my earlier finding that there was an acknowledgment of title in 1998, the statutory period of sixteen (16) years had not elapsed from the Claimant's occupation of the property to the date of that acknowledgment. However 16 years did pass from that acknowledgment to the 21st September 2016 letter. What the letter does demonstrate, however, is that the Claimant did not possess the requisite intention to exclude either the TTDF or the Defendants from the property during this period.
87. Even though the 16 year period may have passed from the date of the 1998 acknowledgment to the 2016 acknowledgment, I am not satisfied that the Claimant's occupation of the land was adverse in the legal sense. Having regard to my earlier findings concerning the consent of both the TTDF and the Defendant, as well as the non-exclusive

nature of the Claimant's occupation, I find that the Claimant has not established the necessary elements of adverse possession.

Whether the Claimant has a license coupled with an interest to occupy the subject premises

88. The Claimant pleaded, in the alternative, that it possesses a licence coupled with an interest entitling it to occupy the subject premises.
89. I agree with the Defendant that this alternative claim is fundamentally inconsistent with the Claimant's primary case of adverse possession. The Claimant has alleged that its occupation was without the Defendant's consent and therefore adverse. If the occupation was truly adverse and without permission, it could not simultaneously have been the product of a licence or any form of permission giving rise to estoppel. Conversely, if there was a licence or some form of permission coupled with an interest, then the occupation could not have been adverse.
90. A licence coupled with an interest arises where the licensee is granted a proprietary interest in the land or chattel, which in certain circumstances may be irrevocable. At common law, a bare licence confers no proprietary interest in land. However, equitable doctrines—particularly estoppel—have evolved to protect such interests where it would be unconscionable to deny them.
91. This principle was considered by this Court in **Welcome v Joseph** CV2020-00383. In that case the Court referenced **Davidson v Joseph** CV2014-02363, where Seepersad J outlined the scope of licences and the equitable protection they may attract. At paragraphs 46–51 of that judgment, the Court explained

“46. According to Megarry (supra) at paragraph 34-001:

“A licence is a mere permission which makes it lawful for the licensee to do what would otherwise be a trespass. A licence in connection with land while entitling the licensee to use the land for the purpose authorised by the license does not create an interest in land”.

47. If the licence is neither contractual nor arising by estoppel, for example, an oral permission unsupported by consideration to use a footpath on the licensor's land, then the rights of the grantee can be revoked at any time by the licensor and cannot be legally enforced at all, even against the licensor.

48. According to Gilbert Kodilinye : Commonwealth Caribbean Property Law

p. 106

“The doctrine of proprietary estoppel prevents the revocation of a right affecting land which one party has been led by the other to believe to be permanent. The doctrine is founded on the wider equitable principle against unconscionability, and its effect is to prevent a person from enforcing his strict legal rights when it would be inequitable for him to do so in light of the parties conduct and the dealing which have taken place between them.”

49. According to Megarry (*supra*) at page 717,

“The doctrine of proprietary estoppel was employed to protect the rights of occupation of licensees, if a licensee, acted to his detriment in reliance on an understanding that he could remain on another’s land for as long as he wished , his licence became irrevocable. That right of occupation a so called “licence coupled with an equity” appeared to be capable of protection against any successor in title who took with notice.

51. According to Kodilinye (*supra*) at page 106,

“The estoppel doctrine is inextricably bound up with the law of licences in two respects. First, in many of the cases, the owner of the land has given a person a licence to do something on the land, such as a licence to build a house on the land or to exercise a right of way across it. Such a licence may be protected by estoppel if the requirement of the doctrine, such as an assurance by the licensor and detrimental reliance by the licensee, are present.”

92. The principles of proprietary estoppel are well settled in this jurisdiction. In ***Kurt Farfan and Ors. v Anthony White*** CV2016-03644, Kokaram J (as he then was), discussed the application of the doctrines of promissory and proprietary estoppel as follows:

2) The principles of proprietary estoppel are neatly summarised in the recent Privy Council decision of *Henry v Henry* [2010] 75 WIR. There must be representation, reliance and detriment. The element of each will vary with the circumstances of the case and the Court must take into account all of the circumstances and adopt a broad approach to these questions with the overriding test of unconscionability of conduct. Reliance and detriment are often intertwined.” [Emphasis mine]

93. In ***Esther Mills v Lloyd Roberts*** Jamadar JA reviewed the principles of proprietary estoppel as follows:

“20. The seventh edition (2008) of The Law of Real Property adequately summarises “the essential elements of proprietary estoppel” as follows:

(i) An equity arises where:

(a) the owner of land (O) induces, encourages or allows the claimant (C) to believe that he has or will enjoy some right or benefit over O's property;

(b) in reliance upon this belief, C acts to his detriment to the knowledge of O; and

(c) O then seeks to take unconscionable advantage of C by denying him the right or benefit which he expected to receive.

(ii) This equity gives C the right to go to court to seek relief. C's claim is an equitable one and subject to the normal principles governing equitable remedies.

(iii) The court has a wide discretion as to the manner in which it will satisfy the equity in order to avoid an unconscionable result, having regard to all the circumstances of the case and in particular to both the expectations and conduct of the parties.

...

22. In proprietary estoppel therefore, the focus shifts somewhat from the search for a clear and unequivocal promise and for intentionality, to whether the party claiming the benefit of the estoppel had a reasonable expectation induced, created or encouraged by another, and in those circumstances acted detrimentally to the knowledge of the other. For proprietary estoppel to operate the inducement, encouragement and detriment must be both real and substantial and ultimately the court must act to avoid objectively unconscionable outcomes.”

94. For an irrevocable licence to be established, the Claimant was required to plead and prove a reasonable expectation, induced by the Defendant, and detrimental reliance known to the Defendant. The detriment must be substantial and real, and the overall circumstances must suggest that denying the interest would be unconscionable.

95. The Claimant, however, failed to plead any facts relating to the grant of a licence or the circumstances surrounding it. Its pleaded case is that its entry onto the premises was without permission. Its evidence confirms this asserting that it entered and remained as a squatter.

96. There is also no evidence of any inducement, representation, or encouragement by the Defendant that could have led the Claimant to believe it had or would acquire a legal right

or interest. The Claimant's letters dated 3rd December 1996 and 26th September 2016 show that it acknowledged it had no legal interest as against the Defendant, as it repeatedly sought a lease and formal approvals.

97. While the Claimant did invest in the development of the premises, a fact acknowledged by the TTDF in a letter dated 15th April 1998, this development was not at the Defendant's invitation or with its assurance. The letter which came from the Minister of National Security stated:

"I am aware of the work that has been done by the Trinidad Rifle Association and the expenditure incurred to keep the full bore (7.62 mm) range operational and to develop ranges for pistol/revolver and small bore (.22 rifle). The infrastructure that has been laid down has created a shorting complex designed to cater for the hosting of international competitions in both rifle and pistol/revolver."

98. However, as has been shown above, it was not the Defendant who brought the Claimants onto the property; it was the TTDF. There is no evidence that the Defendant gave any assurance that the Claimant would remain on the property; rather, it is evident that they had notice of it. The Claimant itself acknowledged in correspondence that it was the TTDF not the Defendant who facilitated its relocation to Tucker Valley. In its letter to the Minister, the Claimant stated:

"The Ministry of National Security in 1986 advised our President at that time "Commodore Mervyn Williams" that we should move to Tucker Valley in Chaguaramas and develop the Army Range to accommodate our various disciplines of shooting."

99. Whether the Claimant possesses a licence coupled with an interest entitling it to occupy the subject premises would be an issue as against the TTDF, who are the persons with the lease over the property but is not a party to these proceedings.
100. In these circumstances, I find that the Claimant has not established a licence coupled with an interest under principles of estoppel as against this Defendant in these proceedings without a determination of the issue as against the TTDF who is not a party to these proceedings.
101. I am not making any determination that the Claimant as against the TTDF has not established a licence coupled with an interest, nor any entitlement to remain on the subject premises under principles of estoppel of which the Defendant would have had notice.

Trespass & Nuisance

102. The Defendant's own pleadings state that the Claimant was occupying the premises with the permission of the TTDF who at all material times was a tenant of the Defendant. Additionally, the Defendant pleaded that the Claimant was carrying on activities on the premises with the Defendant's consent.
103. Further, the Defendant pleaded that the Claimant utilized a portion of the lands, which was at all material times in the possession of the TTDF as a Rifle Range, having been granted permission to do so by either the Defendant and/or the TTDF.
104. At no point in the pleadings, nor in the evidence led at trial, has the Defendant indicated that the TTDF revoked its permission for the Claimant to occupy or use the premises. Moreover, the Defendant's correspondence never asserted that any previously granted permission had been revoked; rather, the Defendant alleged that the Claimant's occupation was unauthorized from inception. This assertion, however, is contradicted by the Defendant's pleadings and the Defendant's own evidence.
105. It is a well-established principle of landlord and tenant law that, where a tenant has been granted exclusive possession of premises, the tenant is entitled to exercise all rights of occupation, including permitting third parties such as licensees to enter and use the premises. The landlord, having parted with possession, has no right to interfere with the tenant's use or enjoyment of the property so long as the tenancy remains in force and no breach of covenant has occurred. Any act by the landlord to prevent the tenant's licensee from accessing the premises, absent lawful justification, would amount to a breach of the covenant for quiet enjoyment and may also constitute derogation from grant. Accordingly, in the absence of any evidence that the tenant's permission to the licensee had been revoked or that the licensee's presence constituted a breach, the landlord had no authority to exclude the Claimant from the premises.
106. However, the party who has the right to make that claim for a breach by the Defendant would be the TTDF not the Claimant.
107. In the circumstances, it is clear that the Claimant had lawful authority to be present on the property. The extent of that right cannot be determined in these proceedings, as the TTDF is not a party to these proceedings.
108. It is equally well-established that an action in private nuisance lies only in respect of substantial interference with the enjoyment of rights over land. Therefore, such an action may be brought only by a person with a proprietary interest in the land. The interest of the Claimant in the land if any cannot be ascertained without the TTDF being a party to

the proceedings and so the Claimant does not have standing at this point without such a determination.

109. It follows that the Defendant's counterclaim must also fail. The Court cannot determine that the Claimant's occupation was entirely without legal basis or authority, as such a finding would require a full consideration of the TTDF's rights and permissions an issue that cannot properly be resolved in these proceedings without the TTDF as a party.

110. Having regard to the above the Court makes the following orders

[1] The Claimant's case is dismissed

[2] The Defendant's counterclaim is dismissed

[3] There be no order as to costs

/s/ Westmin James
Westmin R.A. James
Judge