

IN THE REPUBLIC OF TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

Claim No: CV 2021-03936

IN THE MATTER OF: THE WILLS AND PROBATE ACT Chapter 9:03

AND

**IN THE MATTER OF THE ESTATE OF MARY JOSEPH SIMMONS
ALSO CALLED MARY SIMMONS (Deceased)**

BETWEEN

ROGER JESSE MARK

(by his Lawful Attorneys Bertrand Doyle, Gailan Gordon and Terence Boswell Inniss by virtue of Power of Attorney dated 13th day of April, 2022 registered as DE2022011113941D001)

CLAIMANT

AND

SHIRLEY WALCOTT

DEFENDANT

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

Date: April 18, 2024

Appearances: Mr. Alan C. Anderson, Attorney-at-Law for the Claimant

Mr. Farid Scoon and Ms. Donielle Jones, Attorneys-at-Law for the Defendant

JUDGMENT

Background

1. The Claimant, Roger Jesse Mark ('the Claimant) brings this action through his lawful Attorneys, Bertrand Doyle, Gailan Gordon, and Terence Boswell Inniss by Power of Attorney dated 13th April 2022 and registered as DE2022011113941D001.
2. The Claimant by a purported will dated 30th May 2010 ('the May 2010 Will') of Mary Joseph Simmons ('the Deceased') who died on 4th August 2011, was appointed the sole executor and trustee of the estate of the Deceased who gave and devised the subject property to him for his own use and benefit absolutely as well as all other

property she may die possessed of. Ms. Shirley Walcott ('the Defendant') is the mother of the Claimant and daughter of the Deceased.

3. The Claimant applied for a Grant of Letters of Administration with Will annexed of the Estate of the Deceased. Upon filing the Application for a Grant of Letters of Administration with Will annexed, a series of caveats, warnings and appearances were filed by the Defendant.
4. By Amended Fixed Date Claim Form and Amended Statement of Case filed 12th July 2022, the Claimant claims against the Defendant:
 1. An Order that the Defendant is debarred or estopped from pursuing any action against the Claimant, Bertrand Doyle, Gailan Gordon and Terence Boswell Inniss;
 2. An Order that the caveat filed on 25th May 2021 and the Appearance filed on the 16th July 2021 ought to be struck out for reasons that this action is an abuse of the Court process;
 3. An Order that the issues encompassed by the action of the caveat and the Appearance are res judicata and/or are subject to the principles of the issue of estoppel;
 4. A declaration that the testamentary document dated 12th (sic) day of August, 2002 in which the Defendant is one of the named beneficiaries is a pretended Will of the Deceased;
 5. That the Court shall pronounce against the validity of the said pretended Will;
 6. An Order prohibiting the Defendant and/or her agent(s) and/or servant(s) and/or contractor(s) from entering and/or re-entering the premises situate at Number 86 Tenth Street, Barataria, in the Ward of St. Ann's, in the Island of Trinidad, in the Republic of Trinidad and Tobago;
 7. An Order prohibiting the Defendant and/or her agent(s) and/or servant(s) and/or contractor(s) from harassing and/or molesting tenants of the premises situate as aforesaid;
 8. An order prohibiting the Defendant and/or her agent(s) and/or servant(s) and/or contractor(s) from demand and/or collect rent from the tenant of the premises situate as aforesaid;
 9. Further and/or other legal and/or equitable reliefs;
 10. Interest thereon; and
 11. Cost.
5. By Defence and Counterclaim filed 30th September 2022, the Defendant denied the Claimant's claim and counterclaimed that the Defendant is the sole offspring and sole beneficiary of the Deceased's estate on intestacy; that the Will dated 30th May 2010 was procured by undue influence and fraud; and that at the time of execution of the 2010 Will, the Deceased was of unsound mind, memory and understanding. The Defendant therefore counterclaimed for the following reliefs:
 1. An order pronouncing in solemn form the will dated the 12th (sic) day of August 2002, being the true and last testamentary document of the Deceased.

2. A Declaration that the Defendant is the sole executor to the last will and testament of Mary Joseph Simmons.
 3. A Declaration that the testamentary document dated the 30th day of May 2010 in which the Defendant (sic) is named as the Executor and Sole Beneficiary is fraudulent and of no effect.
 4. A Declaration that the testamentary document dated the 30th day of May, 2019 (sic) in which the Defendant (sic) is named as the Executor and Sole Beneficiary was obtained by undue influence and is of no effect.
 5. A Declaration pronouncing against the validity of the testamentary document dated the 30th day of May 2010 on the basis that the execution of same was done when the Deceased was not of sound mind, memory or understanding.
 6. A Declaration pronouncing against the validity of the testamentary document dated the 30th day of May, 2010 on the basis that the Deceased did not know or approve of same.
 7. An Order directing the Claimant to withdraw the Application for Letters of Administration with Will Annexed.
 8. Alternatively, a Declaration that the Defendant is entitled to a half-share in the said property.
 9. Interest.
 10. Costs.
 11. Such further and/or other relief as the Court deems fit.
6. By Reply and Defence to Counterclaim filed 22nd February 2023, the Claimant averred that the Defendant failed to provide any evidence to prove that the Claimant's Will was not the true and Last Will and Testament of the Deceased, Mary Joseph Simmons and, in defence to the counterclaim, that the Claimant required the Defendant to prove the existence and validity of her new Will.
 7. The Claimant filed submissions on 25th January 2024 and the Defendant has failed to file any Submissions to date.

April 2011 Will

8. The Defendant gave evidence that she has in her possession a Will of the Deceased dated 22nd April 2011 ('the April 2011 Will'). There was no pleading in relation to this Deed.
9. The original of this will was not placed before the Court, there was no Affidavit of Testamentary Script and no proof was sought to be made of this will either by the person who drew it up nor the witnesses who purportedly executed the same. The photocopy has internal inconsistencies as the document said it was signed by the Deceased but there was a thumb print.
10. The Defendant never sought to propound on this Will probably because the Claimant was in possession of a letter form the North West Regional Health Authority which indicated that at the time of the execution of the April 2011 Will, the Deceased was in a semi-comatose state, unable to understand, vocalize or even feed herself. This was

due to a serious of cerebrovascular accident (stroke) due to her hypertensive condition. This was confirmed by Brain CT Scan done on the 30th December 2010.

May 2010 Will

11. The Defendant sought a Declaration that the testamentary document dated 30th May 2010 (the May 2010 Will) in which the Defendant is named as the Executor and Sole Beneficiary is fraudulent and of no effect. She also sought a Declaration that the May 2010 Will was obtained by undue influence and is of no effect. She also sought a Declaration pronouncing against the validity of the May 2010 Will on the basis that the execution of the same was done when the Deceased was not of sound mind, memory or understanding.

Whether the May 2010 Will was procured by fraud

12. The evidence of the execution of the May 2010 Will came from the Claimant's witnesses. Mr Terence Boswell Inniss, Attorney-at-Law by witness statement filed 3rd October 2023, gave evidence that in 2005 the Claimant engaged him to prepare a Tenancy Agreement for an apartment at Number 86 Tenth Street Barataria, which was owned by the Deceased. He stated that the Claimant further instructed him to prepare a Tenancy Agreement with both the Deceased and him as Landlords. He reviewed a Will executed and published by the Deceased wherein she had intended to bequeath the premises to the Claimant and the Claimant expressed a desire to have his name included in the Tenancy Agreement. He prepared the necessary Tenancy Agreement which was executed by the Claimant and the Deceased.
13. In May 2010, based on information from the Claimant which he believed true that an earlier Will was executed by the Deceased but it was a bit soiled, the Claimant wanted to prepare a Deed of Gift for the property and Mr. Inniss suggested that it would be more cost-effective to draft a Will instead of drafting a Deed of Gift. He was aware that the existing Will was drafted in the Claimant's favour, so he advised him that the Will would be the preferred option and the Claimant instructed him to draft a new Will and to ensure all legal protocols were followed.
14. He gave evidence that on 30th May 2010, he and his wife visited the Deceased to execute the said Will with the understanding that the previous Will was valid so he was very careful to ensure that the Deceased understood that the execution of the new Will would revoke and cancel the old Will. He indicated that on this date, he and his wife met the Deceased at her residence to execute the new Will and he was very careful to incorporate the same terms and conditions from the previous Will.
15. After he was introduced to the Deceased by the Claimant, he said he spent significant time interacting with her to assure himself that the instructions he received from the Claimant were indeed the instructions of the Deceased. Having interacted with her for a significant time, he said he was personally satisfied that the Deceased was of legal

age and sound mind; that she was not drunk or intoxicated; that she was aware that she was about to execute a new Will; that she fully understood the consequence of doing so and agreed that she wanted to execute a Will instead of a Deed of Gift. He said that he was comfortable at the relevant time that she was executing the Will voluntarily and without any duress and/or undue influence from anyone in any manner whatsoever.

16. In cross-examination, Mr. Inniss indicated that he did not prepare the 2005 Will which had been soiled. He informed the Deceased that the 2010 Will was a repetition of the 2005 Will. He confirmed that he met the Deceased for the first time on 30th May 2010. He could not recall reading over the Will to the Deceased. He indicated that he satisfied himself that the Deceased understood the contents of the Will. He stated he did not need instructions from the testator; he needed to know whether the testator was aware of the contents of the Will and was signing the correct contents. He did not think it prudent to ask the Deceased whether she was comfortable with the presence of the Claimant at the time of executing the Will. He indicated that his instructions came from the Claimant. He confirmed he did not ensure that the Deceased was comfortable with himself, his wife and the Claimant participating in the exercise of executing the Will. He indicated that the Claimant approached him as the beneficiary of a Deed of Gift and that this is how the information of the earlier soiled Will came to light, which led to his advice to the Claimant that a Will may be preferable. He confirmed that all instructions came from the Claimant. He denied that he conspired with the Claimant to influence the Deceased to execute the Will dated 30th May 2010.
17. In answer to the Court's questions, Mr. Inniss indicated that he most certainly confirmed with the Deceased that she had knowledge of the contents of the Will before executing it and he was quite sure that she signed the Will of her own free will. He said he had a long conversation with the Deceased prior to the execution to let her know that she was at liberty to change the Will.
18. There was also evidence by Mrs. Rosemarie Inniss as to the execution of the 2010 Will. By witness statement filed 3rd October 2023, this witness gave evidence that she is the wife of Mr. Terence Boswell Inniss, Attorney-at-Law. She indicated that on 30th May 2010, she visited the home of the Deceased with her husband for the purpose of having the Deceased execute her Will. It was her first and only visit to the premises. They were met by the Claimant in the front of the premises and thereafter ushered to the dwelling in the back where they met the Deceased.
19. She indicated that while she was in the presence of all of the parties, she observed that Mr. Inniss did not ask the Deceased for any form of ID. She stated that she was at all material times within hearing shot of her husband, the Deceased and the Claimant when she observed her husband openly discussing the option with the Deceased of executing a Will instead of a Deed of Gift. She gave evidence that she also observed

her husband asking the Deceased directly if anyone had pressured her to execute a Will or a Deed of Gift and her response was “No” and she agreed to execute a Will instead of doing a Deed of Gift. The witness indicated that she was aware that Mr. Inniss informed the Deceased that she could change her Will at any time but she could not do the same with a Deed of Gift. On the same day, the witness said she observed Mr. Inniss present the Deceased with a Will and Testament which she read over, did not ask any questions, and later signed in the presence of Mr. Inniss and herself. Mr. Inniss left the signed Will with the Deceased and they left the location thereafter.

20. In cross-examination, this witness confirmed that she overheard her husband asking the Deceased whether anyone pressured her to execute her Will and advising her that, unlike a Deed of Gift, a Will could be changed at any time. She indicated that she could not recall Mr. Inniss asking the Deceased whether she wanted herself, Mr. Inniss and the Claimant participating in the execution of the Will. She also indicated that she did not recall the circumstances surrounding instructions and the signing of the Will nor that the Claimant retained Mr. Inniss for the preparation of the tenancy agreement. She recalled that the Will was signed in the morning period, before lunch.
21. The Defendant did not provide any evidence to substantiate her allegation regarding the Will not being executed or being fraudulent. The Defendant had pleading in relation to a handwriting expert indicating that this was not the signature of the Deceased but said nothing about this in her witness statement and led no evidence of this at Trial. The witnesses of the Claimant were unshaken in cross-examination and their credibility were not undermined in any way. On a balance of probabilities, I believe them. In those circumstances the presumption of due execution (*Omnia praesumuntur rite et solemniter esse acta*) applies where a Will is regular on its face, with an attestation clause and the signatures of the testator and at least two witnesses in their proper places. Consequently, on the evidence, the May 2010 Will was at least, formally valid or executed in accordance with the Wills and Probate Act, Chap 9:03.

Whether the Deceased had testamentary capacity at the time of execution of the May 2010 Will

22. The Defendant pleaded that at the time of the execution of the disputed Will, the Deceased was not of sound mind, memory or understanding and did not have the requisite testamentary capacity to execute the same. The pleaded particulars of unsound mind were as follows:
 - a. At the time of execution of the disputed Will the Deceased was 80 years of age and her mental capacity was severely impaired. The Claimant was exhibiting signs of senile dementia and extremely forgetful. Her memory was so defective and untrustworthy that there was an almost total loss of memory for recent events. She was at the time of execution of the said alleged will in such a

condition of mind and memory as to be unable to understand the nature of the act and its effects, the extent of the property of which she was disposing, or to comprehend and appreciate the claims to which she ought to give effect.

- b. At times, the Deceased was unable to recall the state of her family. In conversations on and about January 2010 she was unable to recall how many grandchildren she had or their sexes or names.
 - c. At times, the Deceased was unable to recall or appreciate the nature and extent of her assets.
 - d. The Deceased was disoriented in time and place. She was unable to recall the date or day of the week.
 - e. The Deceased was forgetful and confused over matters of daily routine.
23. At the trial of the matter the Defendant contradicted these pleadings and recanted these allegations contained in her witness statement.
24. After her witness statement was read to her by the Court, the Defendant stated that most of her witness statement was not true and correct. She stated that it was not true that in 2010 the Deceased was exhibiting signs of senile dementia; it was not true that in 2010 the Deceased had a total loss of memory of recent events; it was not true that in 2010 the Deceased was unable to understand the nature of her acts and its effects and the extent of her property; it was not true that in 2010 at times the Deceased could not recall the state of her family including how many grandchildren she had, their sexes, their names; where she was, what she owned, what time of the day or what day of the week or what year it was. She indicated that the Deceased knew everything. She indicated that the Deceased was independent, she worked and took care of herself at that time.
25. At trial, Counsel for the Defendant abandoned the question of mental capacity in the Defendant's case at the time of the execution of the May 2010 Will.
26. There is no evidence to suggest that the Deceased was not able to appreciate the nature of the exercise as it relates to the making of a will. There was no medical evidence brought by the Defendant to suggest that the Claimant was not of sound mind. All of the evidence is consistent with the assertion even by the Defendant that her mental health was not failing. There is simply no evidence to suggest that the Deceased lacked the requisite mental capacity to execute a will.
27. Having regard to the Defendant's evidence and the concession, along with the evidence of the Claimant's witnesses Mr. and Mrs. Inniss, the Court is satisfied on the evidence that on a balance of probabilities the Deceased had the mental capacity at the material time of the execution of the May 2010 Will.

Whether the Deceased had knowledge and approval of the contents of the May 2010 Will

28. The Defendant has also submitted that the Deceased did not know and approve of the contents of the May 2010 will.
29. There is no dispute that a testator must not only have the requisite mental capacity to make a will but he must know and approve of the contents of the said document at the time of its execution. There is a distinction between mental capacity and knowledge and approval. See *Jimmy Wilson and others v Rosa Dardaine* TT 2020 CA 21, Jones J.A. (as she then was) paras 18-27; *Doreen Fernandes v Monica Ramjohn Nadeau et al CV2006-00305* Stollmeyer J (as he then was); *Christian Wilhelm Nothangel v Nicholas Christian Nothangel CV2016-01952*; *Visham Lalla v Suruj John Lalla Civ App No.102 of 2003*, Mendonça JA paras 55-60.
30. Evidence as to knowledge and approval is usually best obtained from the persons who were present at the material time the will was in fact executed. Such witnesses can assist the Court in its determination as to whether the testator understood the contents of his will having read same in their presence, whether he expressed any disapproval and/or positively demonstrated his approval by appending his signature to the said document in their presence. (see Seepersad J in *Alicia Campbell Rogers v Rekha Ramjit* TT 2023 HC 212).
31. The evidence is that on the face of the Will, it was duly executed. Further, the evidence of Mr. Inniss, the Attorney-at-Law and Mrs. Inniss, who were both witnesses to the Will, was that Mr. Inniss confirmed with the Deceased that she had the knowledge of the contents of the Will before executing it and he was quite sure that she signed the Will of her own free will. He said that he had a long conversation with the Deceased prior to the execution to let her know that she was at liberty to change the Will.
32. Mrs. Inniss indicated that that while she was in the presence of all of the parties, she was at all material times within hearing shot of her husband, the Deceased and the Claimant when she observed her husband openly discussing the option with the Deceased of executing a Will instead of a Deed of Gift. She stated that she observed Mr. Inniss present the Deceased with the Will which she read over, did not ask any questions, and later signed in the presence of Mr. Inniss and herself.
33. There is thus a presumption that the Deceased had knowledge and approved of the Will.
34. That however is not the end of the matter. If the circumstances are such as to arouse the suspicion of the court the propounder must prove affirmatively that knowledge and approval so as to satisfy the court that the will represents the wishes of the Deceased.

35. Justice Rahim also addressed the issue of suspicious circumstances in ***Christian Wilhelm Nothangel*** (supra). The Court accepts the law as outlined in ***CV2008-00099 Elena Hickson v Kayrine Cumberbatch et al*** with reference to the circumstances which can or should excite the suspicion of the court. These circumstances can relate to the preparation of the will, its intrinsic terms, and also the events surrounding the will's preparation and execution, with primary regard being given to the operative factors and/or conditions which prevailed at the time at which the will was executed. The Court also addressed its mind to the law as advanced in ***Moonan v Moonan (1963) 7 WIR 420*** and noted that it is possible for subsequent circumstances or events to give rise to suspicion. Further, as outlined in that case, the Court held the circumstances which could excite suspicion in the Court's mind bearing in mind that the Court was not restricted to regard just the intrinsic terms of the will but could consider all the factors which operated in relation to the preparation of the will and all the attendant circumstances involving its execution.
36. The Defendant did not set out in its Defence and Counterclaim any particulars but from the Defence and Counterclaim and witness statement the Defendant raised the following issues:
- a. The Defendant was the only child and by law the sole heir and next of kin of the Deceased;
 - b. The May 2010 Will was prepared by Mr. Inniss, the Attorney-at-Law for the Claimant;
 - c. Mr. Inniss received instructions from the Claimant for the preparation of a Tenancy Agreement in 2005 and transfer of the property to the Claimant;
 - d. Mr. Inniss and Mrs. Inniss never met the Deceased but had been acquainted with the Claimant since 2005;
 - e. No one who knew the Deceased was present at the time of the execution of the will nor was involved in nor had knowledge of the preparation of the disputed will save and except the Claimant.
37. In relation to (a) there is no suspicion aroused here as the Claimant is the grandson of the Deceased and evidence of the Defendant herself was that the Claimant and the Deceased were close. There is no evidence that somehow the Defendant was being disinherited by this Will when on a balance of probabilities there was a previous will in 2005 in exactly similar terms. Further, the Defendant herself said that the other grandchildren were not close to the Deceased and never came to Trinidad unlike the Claimant.
38. The Deed of Gift was never done due to the advice of Mr. Inniss and so there is no suspicion here as the Deed of Gift sought to transfer the property to the Claimant as the May 2010 Will sought to do.
39. The fact that the Deed was prepared by the Attorney-at-Law for the Claimant does not in these circumstances excite the suspicion of the Court. The Attorney-at-Law, whose

credibility was not shaken in cross-examination, proved that he did the requisite due diligence to ensure that the Claimant's instructions were consistent with the Deceased's instructions and that she was not pressured.

40. The Court considered the witness evidence that the 2010 Will was entirely consistent with the 2005 Will that appointed the Claimant as the Executor and sole beneficiary.
41. The Defendant raised the fact that the Claimant was not at the funeral of the Deceased. The evidence is that when he was informed of his grandmother's death he could not make travel arrangements in time. Absence at a funeral could be related to so many reasons that there is no suspicion raised about that.
42. Having regard to the above, the Court did not form the view that the contents were suspicious and dispel the presumption of the duly executed Will and the evidence of the witnesses of the Will that the Deceased read over the Will and approved of its contents.

Whether the Deceased was operating under undue influence at the time of the execution of the May 2010 will

43. Unlike testamentary capacity there is no presumption of undue influence, the allegation must be proved and the burden of establishing it rests upon the party alleging same. There must be positive proof of coercion overpowering the volition of the testator. The mere proof of the relationship of grandson and grandmother does not constitute proof of undue influence or give rise to a legal presumption, although where it is coupled with, for example, the execution of the will in secrecy, such a relationship may help the inference.
44. The Defendant has not proven on a balance of probabilities undue influence. The Defendant did not know what occurred during the time of the execution of the 2010 Will. The Defendant herself indicated that the Deceased was not dependent on the Claimant and he did not live with her. She stated that the Deceased was independent, she worked and took care of herself. The Defendant stated that in 2010 the Deceased was living with the Defendant's cousin, who was a nurse, and is also now Deceased. She stated that the cousin took care of the Deceased.
45. The specific bequeathments in the Will do not by themselves raise the suspicion of the Court since the Claimant was to get the property and this is not unusual having regard to the instructions to the Attorney-at-law who gave evidence that it was consistent with the previous Will. The Attorney-at-Law gave evidence that the Deceased wanted to transfer the property to the Claimant. Further, the evidence of the Defendant was the Deceased used to pay for the Claimant to come to Trinidad and the Claimant lived with the Deceased for some time as a child before the Defendant took him to the US. The Defendant agreed that her other children were much younger than the Claimant

and did not come down to Trinidad. There is nothing suspicious about the Deceased making provisions for her grandchild.

46. The evidence surrounding the execution of the May 2010 Will confirmed that the Deceased was so executing without any pressure. There is not sufficient enough evidence for this Court to determine on a balance of probabilities that the Claimant exerted undue influence on the Deceased.

August 2002 Deed

47. The Defendant sought an order pronouncing in solemn form the will dated the 10th day of August 2002 ('the August 2002 Will'), being the true and last testamentary document of the Deceased and a Declaration that the Defendant is the sole executor to the last will and testament of Mary Joseph Simmons. The Claimant also sought a declaration pronouncing against the validity of the said pretended Will in which the Defendant is one of the named beneficiaries is a pretended Will of the Deceased.
48. Having regard to my determination about the May 2011 Deed propounding it as the last Will and Testament of the Deceased, it would have revoked any previous Deeds and so it is not necessary to propound of the validity of this Will.

Whether the Claimant is entitled to the other Reliefs

49. The court pronounces for the force and validity of the Will of Mary Joseph Simmons also called Mary Simmons, deceased dated 30th May 2010 and declares it to be the Last Will and Testament of the Deceased.
50. The conjoint effect of section 10 (1) to (4) of the Administration of Estates Act is that where a person dies testate, the testator's estate shall, at the time of the testator's death become vested in the executor(s) appointed in the testator's last Will. The position is that the executor becomes the beneficial owner of the testator's property from the time of the testator's death. As the beneficial owner, the executor may initiate a claim in the preservation of the testator's estate even in the absence of a grant, as the executor derives his power from the testator's Will.
51. The Claimant as the sole executor is entitled to the orders as claimed in relation to the property of the Deceased which is now vested in him as Executor of the Will. The Claimant is entitled to an Order prohibiting the Defendant and/or her agent(s) and/or servant(s) and/or contractor(s) from entering and/or re-entering the premises situate at Number 86 Tenth Street, Barataria, in the Ward of St. Ann's, in the Island of Trinidad, in the Republic of Trinidad and Tobago; an Order prohibiting the Defendant and/or her agent(s) and/or servant(s) and/or contractor(s) from harassing and/or molesting tenants of the premises situate as aforesaid; and an Order prohibiting the Defendant

and/or her agent(s) and/or servant(s) and/or contractor(s) from demanding and/or collecting rent from the tenant of the premises situate as aforesaid.

52. To allow otherwise would be the Defendant intermeddling in the estate of the Deceased.

DISPOSITION

53. Having regard to the above. The Order of the Court is as follows:

[1] Judgment for the Claimant against the Defendant.

[2] The Defendant's counterclaim is dismissed.

[3] The court pronounces for the force and validity of the Will of Mary Joseph Simmons also called Mary Simmons, deceased dated 30th May 2010 and declares it to be the Last Will and Testament of the Deceased.

[4] The caveat filed on 25th May 2021 and the Appearance filed on the 16th July 2021 are struck out.

[5] The Defendant and/or her agent(s) and/or servant(s) and/or contractor(s) is prohibited from entering and/or re-entering the premises situate at Number 86 Tenth Street, Barataria, in the Ward of St. Ann's, in the Island of Trinidad, in the Republic of Trinidad and Tobago.

[6] The Defendant and/or her agent(s) and/or servant(s) and/or contractor(s) is prohibited from harassing and/or molesting tenants of the premises situate as aforesaid.

[7] The Defendant and/or her agent(s) and/or servant(s) and/or contractor(s) is prohibited from demanding and/or collecting rent from the tenant of the premises situate as aforesaid.

[8] The Defendant to pay the Claimant prescribed costs of the claim assessed in the sum of \$14,000.00.

[9] The Defendant to pay the Claimant prescribed costs on the counterclaim assessed in the sum of \$14,000.00.

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