

THE EASTERN CARIBBEAN SUPREME COURT  
IN THE HIGH COURT OF JUSTICE  
SAINT VINCENT AND THE GRENADINES  
HIGH COURT CIVIL CLAIM NO. 90 OF 2008



BETWEEN:

JACQUELINE CHANCE

Claimant

AND

JANE SUTHERLAND  
STAFFORD BAPTISTE  
LYDIA BAPTISTE

Defendants

**Appearances:** Mr. D. Daniel for the Claimant  
Mr. Richard Williams for the First and Second Defendants

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2010: November 6  
2011: July 28  
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**JUDGMENT**

- [1] **THOM, J:** Jacqueline Chance is the daughter of Josephine Chance and Byron Chance. In 1970 Byron Chance now deceased, became the owner of a parcel of land measuring 12 acres 1 rood and 7 poles, he having purchased the land from the Orange Hill Estate Ltd as evidenced by Deed No. 1089 of 1970 and dated June 16, 1970.
- [2] By Deed of Gift dated October 18, 2005 and registered as Deed No. 3542 of 2005 Byron Chance conveyed two plots of the said land to Jacqueline Chance measuring 7016 square feet and 157,311 square feet respectively.
- [3] On 31<sup>st</sup> October 1950 Isaac Brown now deceased purchased a parcel of land at Sandy Bay from the Central Housing and Planning Authority measuring 2706 square feet on

which he constructed his home. This land adjoins the larger plot of land that Byron Chance conveyed to Jacqueline Chance.

[4] Jane Sutherland is the sole beneficiary of the estate of Isaac Brown pursuant to his Will dated 5<sup>th</sup> August 2000 and she currently resides in the house at Sandy Bay.

[5] Stafford Baptiste was the common law husband of Lydia Baptiste now deceased. He resides at Sandy Bay next to Jane Sutherland and land belonging to Jacqueline Chance.

[6] Jacqueline Chance in her claim alleges that Jane Sutherland is unlawfully in possession of a portion of land which is part of the larger parcel of land that adjoins land owned by Isaac Brown ("the disputed land"). She claims inter alia vacant possession of the land. At trial only the claim for vacant possession was pursued.

[7] Jane Sutherland in her defence alleges that the land in dispute was cultivated by Isaac Brown and herself for over 40 years. The Claimant is therefore barred by the Limitation Act from claiming title to the land.

[8] Stafford Baptiste in his defence denied that he was ever in occupation of the disputed land or any land at Sandy Bay.

[9] Lydia Baptiste (Clarke) died before this Claim was instituted, she died on the 15<sup>th</sup> March, 2008 and the Claim was filed 27<sup>th</sup> March, 2008.

### **ISSUE**

[10] Whether Byron Chance's title to the disputed land had been extinguished pursuant to the Limitation Act prior to the conveyance of the said land to Jacqueline Chance.

### **EVIDENCE**

[11] Josephine Chance testified on behalf of Jacqueline Chance. Jane Sutherland and Stafford Baptiste testified on their own behalf and called no witnesses.

**Evidence on Behalf of the Claimant**

- [12] The evidence of Josephine Chance is that she knew of the lands purchased by her former husband Byron Chance since the late 1960's to 1970's but only came into personal contact with the land in 1985 when she and Byron Chance returned to Saint Vincent and the Grenadines from the United Kingdom to reside. Prior to their return Isaac Brown was overseeing the parcel of land for Byron Chance. On his return in 1985 Byron Chance took full control of all of his land and Isaac Brown ceased to have anything to do with the land. After 1985 Isaac Brown was employed by Byron Chance from time to time to work on the land as a casual worker.
- [13] Since 2002 Jane Sutherland and Stafford Baptiste who both live adjacent to the disputed land planted crops on the disputed land, rear livestock and dump their garbage on the said land. This occurred after the land which was subsequently conveyed to Jacqueline Chance was surveyed and boundary markers placed at the boundaries. Despite several letters requiring Jane Sutherland and Stafford Baptiste to cease their occupation of the disputed land they have refused to do so.
- [14] Under cross-examination Josephine Chance agreed that the land that was conveyed to Jacqueline Chance was surveyed in 2002. The witness also agreed that she was living in the United Kingdom from the 1960's until 1985 when she and Byron Chance returned to Saint Vincent and the Grenadines to live. She then returned to the United Kingdom in 1989 after she and Byron Chance were divorced. She returned to Saint Vincent and the Grenadines for a brief period in 1999, then she returned in 2002 and has since been living in Saint Vincent and the Grenadines. Byron Chance continued to live in Saint Vincent and the Grenadines from 1985 until 2010 when he died.
- [15] The witness agreed that the disputed land measures about 17". The witness also agreed that prior to 1985 Isaac Brown worked the back portion of the land for Byron Chance. The disputed land is situated on the front portion of the land. Isaac Brown did not cultivate that portion of land for Byron Chance but she insisted that Byron Chance gave him permission to plant a breadfruit tree on the disputed land. The witness also agreed that it was after

the land conveyed to Jacqueline Chance was surveyed in 2002 that she realized that Jane Sutherland and Stafford Baptiste were encroaching on the disputed land. It was after the land was surveyed in 2002 that Jane Sutherland planted peas, coconut trees and sugar cane on the disputed land. She did not deny that Jane Sutherland had also planted a plum tree. The witness denied that Isaac Brown and Jane Sutherland were in possession of the land for over 40 years. She agreed that she never saw Stafford Baptiste cultivate the land but she insisted that he threatened her and told her not to put her boundary markers on the disputed land.

#### **Evidence on Behalf of the Defendants**

- [16] The evidence of Jane Sutherland is that she lived with Isaac Brown from when she was six years old until he died in 2000. She has continuously occupied the disputed land for over 40 years. She worked the disputed land with Isaac Brown they planted bananas and plantains, Isaac Brown planted a breadfruit tree and she planted a plum tree and coconut trees. She continued to work the disputed land after Isaac Brown died in 2000. The witness testified that she only became aware that Jacqueline Chance was claiming the disputed land around 2003 - 2004 when she received a letter from her lawyer. She spoke to Jacqueline Chance's lawyer and she heard nothing else until 2008.
- [17] The witness further testified that she was aware that Isaac Brown worked Byron Chance's land for him while Byron Chance lived in the United Kingdom. The disputed land is not the portion of land that Isaac Brown worked for Byron Chance. When Byron Chance returned to Saint Vincent in 1985 Isaac Brown stopped working Byron Chance's land.
- [18] Under cross-examination Jane Sutherland testified that her mother had a relationship with Isaac Brown who at that time had a common law wife, they had no children. Jane Sutherland said she believed the disputed land was Isaac Brown's land because he worked the land. Isaac Brown gave her all the land he had in his Will being the house and the land.

[19] Stafford Baptiste testified in his evidence that he resides next to Jane Sutherland and land belonging to Jacqueline Chance. The land on which he lives was given to Lydia Baptiste (Clarke) by her parents. He never cultivated any land belonging to Jacqueline Chance. He does not cultivate land. He is employed with CWSA as a chlorine operator. He knows the disputed land since he has been living in Sandy Bay in the 1970's. At that time Isaac Brown was working the disputed land and he continued to work it until his death in 2000. Jane Sutherland assisted Isaac Brown in working the disputed land and after his death she continued to work the land. Isaac Brown cultivated land for Byron Chance while he was in the United Kingdom but when Byron Chance returned to Saint Vincent and the Grenadines he took over the land and Isaac Brown continued to cultivate the disputed land. The witness further testified that he was surprised to learn that Jacqueline Chance was claiming the disputed land belonged to her.

[20] Under cross-examination he agreed that he lived next to Jane Sutherland. The disputed land is situate above his home and is part of the land that Isaac Brown worked.

### **SUBMISSIONS**

[21] Learned Counsel for Jacqueline Chance submitted that Jacqueline Chance through the testimony of her mother Josephine Chance had established that she is the lawful owner of the disputed land. The evidence of Jane Sutherland and Stafford Baptiste does not satisfy the requirements of adverse possession since Jane Sutherland was not in factual possession of the disputed land for a period in excess of 12 years. Learned Counsel referred the Court to the first defence of Jane Sutherland and submitted that she pleaded that Isaac Brown was in factual possession of the disputed land and cultivated it for forty years and he put her in possession of the disputed land. No mention was made that she had lived with Isaac Brown or cultivated the disputed land with him. This was added in her amended defence which was filed seven months later on February 11, 2010. Isaac Brown died in 2000 thus Jane Sutherland would not have been in possession for over twelve years. Further her possession was not adverse possession because she was not aware that the land belonged to Byron Chance. Her evidence is that it was not until between 2003 - 2004 when Jacqueline Chance objected to her constructing a shed that she

became aware that the land belonged to Byron Chance. Also under cross-examination Jane Sutherland testified that the disputed land was given to her by Isaac Brown in his Will. That showed she believed that Isaac Brown was the owner. She therefore never had the requisite intention to dispossess Byron Chance of the disputed land. Jane Sutherland only commenced adverse possession of the land between 2003 - 2004, and since the Claim was filed in 2008 she had not been in adverse possession for twelve years.

[22] Learned Counsel further submitted that Isaac Brown was not in adverse possession of the land so as to dispossess Byron Chance. Josephine Chance agreed in her testimony that Isaac Brown cultivated land belonging to Byron Chance including the disputed land but this was done at the behest of her family. There were no problems while Isaac Brown was alive. He gave produce from the land to Byron Chance. Further the evidence showed that Isaac Brown had a license to occupy the land. There is no evidence from Jane Sutherland or Stafford Baptiste that Isaac Brown considered the disputed land to be his own. They simply assumed that the disputed land belonged to Isaac Brown. There is no evidence that he fenced it off or said it was his own. Isaac Brown was a casual worker and he had a license to work on the disputed land. Learned Counsel referred the Court to the statement of Slade J. in **Powell v McFarlane** [1977] 38 P&CR 452 where he said:

“... the trespasser ... if his acts are open to more than one interpretation and he has not made it perfectly clear to the world at large by his actions or words that he has intended to exclude the owner as best he can, the courts will treat him as not having had the requisite animus possidendi and consequently as not having dispossessed the owner.”

[23] Learned Counsel submitted that Isaac Brown's actions led to more than one interpretation, such as he had a license to occupy, or there was an arrangement for him to work the disputed land and give Byron Chance a part of the produce or he intended to dispossess Byron Chance. In view of the learning in **Powell v McFarlane** Isaac Brown did not have the requisite animus possidendi.

[24] Learned Counsel also submitted that Isaac Brown knew that the disputed land did not belong to him, so when he made his Will in which he bequeathed his property to Jane Sutherland he specifically said “Together with the land on which it stands”. No mention is

made of additional lands which he owns. The gift is therefore limited to the land on which the house stands. The evidence shows that Isaac Brown never claimed the land.

[25] Learned Counsel also submitted that Jane Sutherland should not be believed because of her conflicting evidence that she worked the land all of her life, from six years old, from nine years old, from 1993 when she was thirty-three years old or after Isaac Brown died in 2000 when she was forty years old.

[26] Learned Counsel concluded that at the time of the death of Isaac Brown in 2000 the disputed land was vested in Byron Chance. The Deed of Gift to Jacqueline Chance was therefore a valid disposition.

[27] Learned Counsel for Jane Sutherland and Stafford Baptiste submitted that based on their evidence Jane Sutherland had proved that she was the lawful owner of the disputed land. The interest acquired by Isaac Brown passed to Jane Sutherland by survivorship, they being joint occupiers and Isaac Browne died without severing the joint company. Learned Counsel referred the Court to the case of **Asher v Whitlock** [1865] LR QB p.1; **Maher v Maher** [1987] 1LRM p582 and **Halsbury Laws of England** 4<sup>th</sup> ed. Vol 28 para 988 where the Learned Authors stated:

“While a person who is in possession of land without title continues in possession, then, before the statutory period has elapsed he has a transmissible interest in the property which is good against all the world except the rightful owner, but an interest which is liable at any moment to be defeated by the entry of the rightful owner, and, if that person is succeeded in possession by one claiming through him who holds until the expiration of the statutory period, the successor has then as good a right to the possession as if he himself had occupied for the whole period.”

[28] Learned Counsel also submitted that where there is adverse possession by a series of persons, they may agree that one of them shall have the beneficial interest in the property. Learned Counsel referred the Court to the case of **Mount Carmel Investments Ltd v Peter Thurlow Ltd** [1988] 3AER p.129; and **Willis v Earl Howe** [1893] 2 Ch. 545. Isaac Brown and Jane Sutherland were both in adverse possession of the disputed land and Isaac Brown agreed for Jane Sutherland to have the beneficial interest when he bequeathed the said land to her by Will.

- [29] Learned Counsel also submitted that based on the evidence of Josephine Chance the Court should conclude that Jacqueline Chance has no title to the disputed land. Josephine Chance admitted that she was not familiar with the disputed land until 1985. She therefore could not dispute that Isaac Brown was in occupation of the disputed land since 1966. Josephine Chance could not dispute the fact that Isaac Brown and Jane Sutherland were in possession of the disputed land as described by Jane Sutherland. Further Isaac Brown never paid rent or shared produce with Byron Chance. She was not aware that the disputed land formed part of Byron Chance's land until 2002 when the survey was done.
- [30] Learned Counsel concluded that Byron Chance's title to the disputed land expired in 1978, before Byron Chance returned to reside in Saint Vincent and the Grenadines in 1985. Jane Sutherland acquired title to the disputed land by jointly possessing it with Isaac Brown for over 40 years, or by successively possessing the said land.

## **FINDINGS**

- [31] The relevant provisions are Section 17(1) and Schedule 1 paragraphs 1, 2 and 8(1) and (2) of the Limitation Act Cap. 90. Section 17(1) reads as follows:

"1. No action shall be brought by any person to recover any land after the expiration of twelve years from the date on which the right of action accrued to him or, if first accrued to some person through whom he claims, to that person."

- [32] Paragraphs 1, 2 and 8(1) and (2) read as follows:

"1. Where the person brings an action to recover land or some person through whom he claim, has been in possession of the land, and has while entitled to the land been dispossessed or has discontinued his possession, the right of action shall be treated as having accrued on the date of dispossession or discontinuance.

2. Where any person brings an action to recover any land of a deceased person (whether under a Will or on intestacy) and the deceased person.

(a) was on his death in possession of the land or in the case of a rent charge created by will or taking effect upon his death, in possession of the land charged; and

(b) was the last person entitled to the land to be in possession of it,

the right of action shall be treated as having accrued on the date of his death.

8. (1) No right of action to recover land shall be treated as accruing unless the land is in possession of some person in whose favour the period of limitation can run (referred to below in this paragraph as "adverse possession"); and where the preceding provisions of this Schedule any such right of action is treated as accruing on a certain date and no person is in adverse possession on that date, the right of action shall not be treated as accruing unless and until adverse possession is taken of the land.

(2) Where a right of action to recover land has accrued and after its accrual, before the right is barred, the land ceases to be adverse possession, the right of action shall no longer be treated as accruing and no fresh right of action shall be treated as accruing unless and until the land is again taken into adverse possession."

[33] The effect of the above mentioned provisions is that the right of action to recover land is barred whenever twelve (12) years have elapsed from the time when a right of action accrued. The right of action is accrued only when the land is in adverse possession of a person other than the true owner. Time begins to run at the time when adverse possession is taken of the land.

[34] In Halsbury Laws of England vol. 28 at paragraph 768 the learned authors explained adverse possession as follows:

**"Meaning and Effect of "Adverse Possession"** - No right of action to recover land accrues unless the land is in the possession of some person in whose favour the period of limitation can run. Such possession is called adverse possession. What constitutes such possession is a question of fact and degree; there is no general principle that to establish possession of an area of land, the Claimant must show that he made physical use of the whole of it. On the other hand a claim to prescriptive rights to easements may be so extensive to amount practically to a claim to the whole beneficial user of the servient tenement, in which case it can only succeed as a claim to adverse possession."

[35] The principles to be applied by the Court in determining whether a person was in adverse possession were outlined in the case of Powell v McFarlane. These principles were approved by the House of Lords in JA Pye (Oxford) Ltd. and Another v Graham and Another. In JA Pye the Court stated at p. 866:

"The legal possession required is (i) a sufficient degree of physical custody and control (factual possession) and (ii) an intention to exercise such custody and control on one's own behalf and for one's own benefit (intention to possess). As

regards factual possession, everything depended on the circumstances, but broadly, such possession was constituted where the alleged possessor had been dealing with the land as an occupying owner might have been expected to deal with it, and nobody else had done so. The necessary intent was one to possess, not to own and an intention to exclude the proper owner only so far as was reasonably possible."

[36] Applying the above principles to this case the question is whether Byron Chance was dispossessed of the disputed land prior to 2005 when he sought to convey it to Jacqueline Chance. The onus of proving that the owner has been dispossessed is on the party who alleges it. In this case it is Jane Sutherland.

[37] Jane Sutherland based her claim to the disputed land on two grounds being:

- (a) Isaac Brown was in peaceable undisputed possession of the land in excess of twelve years.
- (b) She was in joint possession of the disputed land with Isaac Brown in excess of twelve years, or she successively possessed the disputed land.

### **Factual Possession**

[38] The question the Court must determine is whether Isaac Brown was in factual possession of the land, or himself and Jane Sutherland were in joint possession or Jane Sutherland possessed the land after he died. Having reviewed the evidence I find that all of the witnesses agreed that during the period 1970's to 1985 Isaac Brown managed Byron Chance's land for him. At this time Byron Chance lived in the United Kingdom. Isaac Brown cultivated the back portion of the land for Isaac Brown. The disputed land was not part of the land Isaac Brown cultivated for Byron Chance. The disputed land adjoins land belonging to Isaac Brown. The disputed land forms part of a larger portion of land that Byron Chance conveyed to Jacqueline Chance by Deed of Gift in 2005.

[39] In 1985 Byron Chance returned to Saint Vincent and the Grenadines to reside and he took over the management of his land from Isaac Brown. Isaac Brown ceased to cultivate the land but worked on the land for Byron Chance as a casual worker from time to time.

- [40] Josephine Chance lived in the United Kingdom in the 1970's until 1985 when she returned to Saint Vincent and the Grenadines with Byron Chance. In 1989 she returned to the United Kingdom after she was divorced from Byron Chance. She returned to Saint Vincent and the Grenadines in 1999 for a brief period. From 2002 to present she has been permanently resident in Saint Vincent and the Grenadines. A survey of Byron Chance's land was done in 2002.
- [41] Josephine Chance agreed that while she knew of the land owned by Byron Chance from the 1960's - 1970's she only came into personal contact with the land in 1985 when she returned to reside in Saint Vincent and the Grenadines. Josephine Chance did not deny that during the period 1985 to 1989 while she was resident in Saint Vincent and the Grenadines Isaac Brown cultivated the disputed land. She testified that Isaac Brown gave Byron Chance produce from the land. In my opinion this does not amount to an arrangement between Byron Chance and Isaac Brown for him to occupy and cultivate the disputed land on a share crop basis as submitted by Learned Counsel for Jacqueline Chance. There was an express arrangement for Isaac Brown to work the back portion of the land between the 1970's and 1985. This arrangement was terminated by Byron Chance in 1985 and he took full control of managing his land. He employed Isaac Brown from time to time as a casual worker. Josephine Chance did not dispute that Isaac Brown was cultivating the disputed land between 1970's - 1985. Isaac Brown continued his occupation of the disputed land even after Byron Chance returned to Saint Vincent and the Grenadines and took full control of his land and stopped Isaac Brown from cultivating the back portion of the land. Up until the year 2000 when Isaac Brown died Josephine Chance did not know the boundaries of Byron Chance land. Thus she was not aware that the 17" of land adjoining Isaac Brown's land that he was cultivating was part of the Byron Chance's land. Further Josephine Chance gave no evidence of the quantity of produce Byron Chance received from the land or the regularity with which this was done. Indeed Josephine Chance did not testify that there was an arrangement between Isaac Brown and Byron Chance to work the disputed land. The mere sharing of some produce with a neighbour at unspecified times cannot imply an arrangement to work the land on a share

crop basis. It is quite customary particularly in rural areas for persons to share their agricultural produce with their neighbours.

[42] I also do not agree with the submission of Learned Counsel for Jacqueline Chance that Isaac Brown had a license to cultivate the disputed land. As stated earlier Josephine Chance admitted that she only became aware of the boundary of Byron Chance land in 2002, after Isaac Brown had died. There is no evidence that Byron Chance was aware that the disputed land formed part of his land prior to the survey in 2002. Further even if a license was granted to Isaac Brown in the 1970's when he managed the land for Byron Chance, that license was terminated in 1985 when Byron Chance took full control of his land.

[43] Jane Sutherland who is illiterate was very candid in her testimony. She readily agreed that she thought the disputed land belonged to Isaac Brown. She lived in his home from age six years and saw him cultivating the disputed land. She planted crops with him until he died and she continues to do so. It is quite customary for families to cultivate the land surrounding their house in the manner described by Jane Sutherland and for all members of the family including children to participate in such cultivation. However, I do not find that Jane Sutherland was in joint possession with Isaac Brown of the disputed land. Jane Sutherland recognised the land as belonging to Isaac Brown, living in his household she assisted him from time to time in cultivating the small area of land around their home. She did not have joint factual possession as explained in the case of JA Pye, she was not dealing with the land as an occupying owner might have been expected to deal with it. She thought the land belonged to Isaac Brown and she was merely helping him being a member of his household.

[44] I believe the testimony of Jane Sutherland and Stafford Baptiste that Isaac Brown has been cultivating the disputed area since in the 1970's and he continued to do so until his death in 2000. Isaac Brown did not pay rent to anyone for the disputed land. He occupied the disputed land and dealt with it as if he was the true owner. Neither Byron Chance nor Josephine Chance knew during the lifetime of Isaac Brown that the disputed area was part

of the land belonging to Byron Chance. Jane Sutherland continued to occupy the disputed land after Isaac Byron died and dealt with it as her own believing she had inherited it from Isaac Brown pursuant to his Will. I find that Isaac Brown was in factual possession of the disputed land from the 1970's until his death in 2000.

### Intention

[45] The decision in JA Pye made it very clear that the intention required to be proved is not an intention to own the land or acquire ownership of the land. It is sufficient if the intention was one to possess the land as his own, to exclude the paper owner only so far as was reasonably practicable. Lord Hope in JA Pye at p. 855(J) explained the requisite intention in the following manner:

“The acquisition of possession requires both an intention to take or occupy the land (animus) and some act of the body (corpus) which gives effect to that intention. Occupation of the land alone is not enough nor is an intention to occupy which is not put into effect by action. Both aspects must be examined, and each is bound up with the other. But acts of the mind can be and sometimes can only be, demonstrated by acts of the body. In practice, the best evidence of intention is frequently found in the acts which have taken place.”

[46] In the present case when all of the circumstances are taken into account, such as the small size of the disputed land, it adjoining Isaac Brown's land and he cultivated the area as one property without any interruption from anyone, and paid no rent or made no account to anyone for it and further before he died he showed Jane Sutherland the boundaries of his property which included the disputed land and he sought to devise it by will to Jane Sutherland, show that Isaac Brown occupied, used and treated the disputed land as his own.

[47] I do not agree with the submission of Learned Counsel for Jacqueline Chance that Isaac Brown did not intend to give the disputed land to Jane Sutherland in his Will. Learned Counsel referred the Court to the following statement in the Will:

“That I gave (sic) devise and bequeath unto my caretaker Jane Sutherland my dwelling house at Sandy Bay Village together with the land on which it stands to be singularly and peaceably occupied by her.”

- [48] Learned Counsel placed much emphasis on the words "... my dwelling house .... together with the land on which it stands ..." and submitted that Isaac Brown knowing that the disputed land did not belong to him only sought to convey the land that belonged to him. Isaac Brown did not mention additional lands in his Will or used the words "all my property".
- [49] In my opinion the evidence shows that Isaac Brown occupied the disputed land together with his land as if the entire piece of land was his own land. Further the evidence of Jane Sutherland who I find to be a credible witness is that Isaac Brown showed her the boundaries of his land which included the disputed land. Isaac Brown occupied the disputed land for fifteen years between 1985 - 2000 when he died without any interruption while Byron Chance was living next to him. I find that the reference of "the land on which it stands" includes the small portion of land that is the disputed land.
- [50] In view of the above I find that the only conclusion that can reasonably be reached based on the evidence in this case is that Isaac Brown occupied and used the disputed land as his own for in excess of twelve years prior to Byron Chance execution of Deed of Gift No. 3542 of 2005 to Jacqueline Chance. I find that all rights and title that Byron Chance had to the disputed land was extinguished by 2000 when Isaac Brown died. The disposition of the disputed land to Jacqueline Chance by Deed of Gift is therefore null and void.
- [51] In conclusion I find that Jacqueline Chance is not entitled to any of the reliefs sought in her Claim Form.
- [52] It is Ordered:
- (a) The Claim is hereby dismissed.
  - (b) Jacqueline Chance shall pay costs to Jane Sutherland and Stafford Baptiste in the sum of \$14,000.

  
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Geriel Thom  
**HIGH COURT JUDGE**