

BARBADOS.

IN THE SUPREME COURT OF JUDICATURE

HIGH COURT

Civil Jurisdiction

No. 19 of 2001

BETWEEN

ARNOLD NORRIS

Plaintiff

AND

ISELMA BELGRAVE

Defendant

Before the Honourable Mr. Justice Sherman Moore, Judge of the High Court.

2005: July 21,25,26,27,28 and 29

Miss Vonda Pile for the Plaintiff.

Mr. Robert Clarke for the Defendant.

JUDGMENT

- [1] This is an application by originating summons for recovery of possession of land and a chattel dwellinghouse (house) standing on the said land.
- [2] The plaintiff's wife who was the defendant's sister and the plaintiff separated sometime during the year 1983 and the wife migrated to the United States of America.
- [3] The defendant was the tenant of a house in Station Hill, St. Michael and sometime during the year 1999 or early in the year 2000 she was given notice to quit that house. The bailiff visited her and gave her two days to quit the house and informed her that if she failed to quit he would take possession of her furniture. She and her four children went to live with the plaintiff in his house at St. Stephen's Hill, St. Michael. On the 26th day of December 2001 there was a dispute between the plaintiff and the defendant. The plaintiff went to the police station and policemen went with the plaintiff to the house at St. Stephen's Hill, St. Michael. The police spoke to the defendant and she showed them a receipt (the questioned document, Exhibit A) as evidence that she had purchased the dwelling-house from the plaintiff for twelve thousand dollars. The police advised the plaintiff to leave the house. He heeded that advice.
- [4] On the 3rd day of January 2001 the plaintiff took out an originating summons under order 92 of the Rules of the Supreme Court 1982 (RSC) for recovery of possession of the land and house.
- [5] The plaintiff's case is
 - (1) that his father, now deceased, owned the land on which the house stands;

(2) that he is in lawful possession of the land;

(3) that he is the owner of the house;

(4) that he gave the defendant licence to occupy the house and land; and

(5) that he revoked that licence and requested the defendant to deliver up possession of the house and land and the defendant has refused.

[6] The defendant has not challenged the plaintiff's claim to possession of the land but has asserted that she purchased the house from the plaintiff on the 15th day of May 2005 and he, therefore, could not have revoked her licence to occupy the house.

[7] Normally the issue whether the defendant purchased the house, it being a chattel, would have to be settled by a separate action because the chattel house, though a permanent and significant dwelling for a substantial part of the population, does not enjoy the legal status of the stone or concrete dwellinghouse (in Barbados commonly called a wall house). The wall house enjoys the legal status of land whereas the chattel house is a chattel and therefore moveable property. In the circumstances, however, I consider that insistence on a separate action is, unnecessary formalism since the issue of the ownership of the house is bound up in the recovery of the land. If the defendant did not purchase the house it remains on the land: if she purchased it, it must be removed from the land. I think it is in the interest of justice that all issues be settled now.

[8] The evidence in this case consists of the affidavits of the parties, their oral testimony, the testimony of sergeant Nola Murphy and exhibits..

[9] The plaintiff, in his affidavit filed on the 3rd day of January 2001, deposed, inter alia, as follows:

1. I am the owner of a chattel house situate at St. Stephens Hill, Black Rock in the parish of Saint Michael.

2. That the land on which this chattel house stands belongs to my father Reuben Norris who is now deceased. A true copy of that Conveyance is hereto annexed and marked Exhibit 'A'.

3. That from 1972 I was employed at Nassco Limited and between 1980-1981 I purchased the chattel house which now stands on the land for the sum of \$12,000.00 and I have lived in the house since then. On the 15th September I will be 60 years old.

4. In early 1999 the defendant who is my ex-wife's sister was ejected by bailiffs from the house which she rented at 2nd Avenue Station Hill, St. Michael.

5. That the Defendant subsequently approached me and begged me to allow her to stay at my home with her children and possessions until she found another house to rent. Indeed at that time I felt sorry for the Defendant's plight and acceded to her plea. I had however informed her that I was only allowing her to stay with the understanding that she would soon find an alternative accommodation.

6. As time passed and I realized that the Defendant was

. not looking for any where to live, I took it upon myself and found houses for rent and informed the Defendant of these places and their locations, but she refused to enquire or do anything to secure a lease of any kind.

7. That the Defendant's presence in my home became a source of constant aggravation, harassment and interference. I was also subjected to constant quarrels. Moreover the Defendant's teenaged daughter who is 17 years would come and go at all hours, her other three children were extremely noisy and disruptive. As a matter of fact when I tried to speak to them the Defendant would curse and threaten me. I subsequently went to the Black Rock Police Station and laid a complaint.

8. That I subsequently revoked the Defendant's licence to stay in my home and informed her several times that I wished her to leave my home.

9. That by letter dated the 18th December 2000 my attorney-at-law, Ms. Vonda Pile informed the Defendant of my position and requested her to vacate the premises. A true copy is hereto annexed and marked Exhibit 'B'.
10. On the 26th December 2000 between 9-10 a.m. a quarrel developed between the Defendant and I over the actions of her young son. The Defendant became violent and attacked me; she then grabbed me and tried to push me over the quarry which is at the side of my home. She thereafter went in search of a knife. Her daughter then grabbed me around my throat and was choking me. I managed to escape and ran to a neighbour's house where I used the telephone and called my sisters to come to my assistance. After their arrival I went with them to the Black Rock Police Station to lay a complaint and to obtain their assistance in removing the Defendant from my home.
11. That I was accompanied to my home by Police officers from the Black Rock Police Station. That upon arrival there the Defendant informed the officers that I borrowed \$12,000.00 from her and that I had given her my home when I was unable to repay her. She then produced a receipt stating that I had sold the house to her.
12. That at no time have I ever borrowed any money from the Defendant nor signed any receipt indicating that I had sold the house to her.
13. That the only document I have ever signed for the Defendant was a receipt for which she wanted payment of \$200.00 for a proposition which I had put to her. She later reneged on that proposition.
14. That I was informed by the Police Officer that I should leave the house before there was any further bloodshed. I am at present staying at the home of my sister Delores Pearson at Atlantic Shores, Christ Church.
15. That in relation to myself the Defendant who previously was a licensee has now become a trespasser in my home and in the circumstances I am respectfully asking that an order be made to remove her and enable me to recover possession of the said premises forthwith.

- [10] Sergeant Nola Murphy of the Royal Barbados Police Force also testified. Sergeant Murphy is a Forensic Documents Examiner. She examined (i) the receipt, Exhibit 'A', which she referred to as a 'questioned document',
- (ii) specimen handwriting, Exhibit 'B' attributed to the plaintiff; and
- (iii) specimen handwriting, Exhibit 'C' attributed to the defendant.

[11] The results of Sergeant Murphy's examination and her findings follow:

"The microscopic examination of the disputed document revealed line quality defects in the form of overwriting and hesitations. Hence I observed the base of the letter 'w' in the questioned document is of rounded shape and is overwritten. By 'overwritten' I mean it was written and then written again on top the same letter. This characteristic in the 'w' can be seen in the specimen handwriting attributed to handwriting 'C'. There is a hesitation of the downward stroke of the letter 'L', hesitation on the initial stroke of the letter 'v' in the word 'twelve'. This hesitation is recognized by a dot. A retouch is seen in the letters 'T', 'h', 'o', 'u', 's' and 'a' in the word 'thousand' on the disputed document.

A retrace of the number '1' is seen in the amount of '\$12,000' which was done in a different shade of ink. The alterations noted are sufficient to conclude that two persons wrote on the questioned document.

My findings are: (1) Highly probable is found in the specimen handwriting attributed to receipts number 2 marked 'C' as the author of the overwriting on the questioned document, e.g. the unnatural uniformity of the letters 'T', 'h', 'o', 'u', 's', 'a' and 'rs' in addition to the number '1' shows that the width line quality, the roughness of the line are differences in writing itself and suggest the possible method by which the forgery was produced with the different shade of ink used in the overwriting process on the questioned document.

Under cross-examination Sergeant Murphy said,

In questioned document 'A', because the handwriting was a bungled forgery it was difficult to detect the wording previously written under the words "twelve thousand dollars". Words were originally there. "I analysed all handwriting but made mention of where the forgery is actually visible."; and in re-examination she said, "My analysis is conclusive that we are dealing with a forgery without doubt."

[12] The defendant, in her affidavit filed on 4th April 2001, deposed, inter alia, as follows:

2. I am the owner of the chattel house situate at St. Stephen's Hill, Black Rock in the parish of Saint Michael in this Island, which is claimed by the Plaintiff in his Origination Summons for possession under Order 92 filed on the 3rd day of January, 2001.
3. In May 2000, I bought the said chattel house from the Plaintiff for the sum of \$12,000.00. See receipt dated 2000-15-05, signed by "A. Norris" attached and marked Exhibit "1B1".
4. Around 1983, the Plaintiff's ex-wife, my sister, Francine Norris, went to the United States of America to live and lived there since that time.
5. From the said 1983, the Plaintiff, as a friend would visit my home for dinner almost every day until February 2000.
6. I deny paragraph 4 of the Plaintiff's affidavit dated 2nd January, 2001 and state that I was never ejected from the house I rented at 2nd Avenue Station Hill, St. Michael. I was given Notice by the owner of the said house and left voluntarily.
7. I deny paragraph 5 of the Plaintiff's affidavit dated 2nd January, 2001 and state that while I was at home at 2nd Avenue, Station Hill, St. Michael, the Plaintiff stopped by my home and asked for a cup of tea. While having tea, the Defendant asked me what happened in relation to the house. I told him the Bailiff came to the house and gave me 2 choices: I either leave the house or he would take up the furniture. I told the Plaintiff that I informed the Bailiff that I would leave but I would need some time to look for other accommodation. I told the Plaintiff that the Bailiff told me to leave in two (2) days time.
8. After I was given Notice to leave the house at 2nd Avenue Station Hill, St. Michael, the Plaintiff took me to look at houses i.e. in St. Philip and Jackson, St. Michael etc. In conversations with the Plaintiff he informed me that I could live by his house at St. Stephen's Hill, St. Michael.
9. While having tea at my home, I asked the Defendant if his offer still stands and he told me "Yes".
10. As a result, around the 2nd February, 2000 I moved by the Defendant's house at St. Stephen's Hill, Black Rock, St. Michael.
11. There was never any agreement between myself and the Plaintiff that I would find alternative accommodation.
12. I deny paragraph 6 of the Plaintiff's affidavit dated 2nd January, 2001 and state that the Defendant never searched for any houses on my behalf nor informed me of the houses or their locations.
13. I deny paragraph 7 of the Plaintiff's affidavit dated 2nd January, 2001.
14. In April 2000, while in conversation with the Plaintiff, the Plaintiff said to me, "Your sister made me buy this house. Look at it, you really feel this is somewhere I want to live?" The discussion continued and the Defendant asked me if I wanted to buy the chattel house instead of building one to the back part of the said land at St. Stephen's Hill, Black Rock, St. Michael.

15. I informed the Plaintiff that I would buy the house but it must remain on the spot and he could build to the back. The Plaintiff agreed and informed me that he would build his house by the plum tree on the said land.
16. As a result of these discussions between myself and the Plaintiff, I purchased the said chattel house for the sum of \$12,000.00. See receipt attached.
17. The Plaintiff further told me that when he 'got the land straightened out', he would sell me the spot on which the chattel house stands.
18. I bought the said chattel house on these conditions.
19. I deny paragraph 7 of the Plaintiff's affidavit dated 2nd January, 2001 and state that I have no knowledge of this. For a long time I suspected the Plaintiff of having a relationship with my teenage daughter, Natasha Belgrave. I would quarrel with him constantly about this.
20. I deny paragraph 8 of the Plaintiff's affidavit dated 2nd January, 2001 and state that the Plaintiff cannot revoke the licence to my home as I am the owner of the chattel house.
21. In relation paragraph 9 of the Plaintiff's affidavit dated 2nd January, 2001, I received letter dated 18th December, 2002 on or about the 6th January, 2001.
22. I deny paragraph 10 of the Plaintiff's affidavit dated 2nd January, 2001 and state on the 26th December 2000, my son Jacobi Boyce (2 years) went into my yard and put his hand in a tub and was playing with fish in the said tub. The Plaintiff told me not to let Jacobi put his hand in the tub. I told the Plaintiff that the fish did not belong to him. The Plaintiff replied, "You let him put his hand in there and you will see". The Plaintiff then went for 2 chair legs and went towards the tub where my son was standing. I went towards my son and the Plaintiff raised both chair legs to hit me.
23. On seeing this, my daughter Natasha Belgrave, who was standing by the back door, came into the yard and held on to the Plaintiff to prevent him from hitting me. I then told my daughter to let go of the Plaintiff. My daughter released the Plaintiff. The Plaintiff then said he was going for his sister.
24. About 3 hours later, the Plaintiff returned with his sister and the Police to my home. The police asked me if I was Iselma Belgrave and I replied "Yes". The police then asked me what I was doing there and I informed them that I lived there and further explained to them that it was her house. I then showed the receipt to the police. The police then informed the Plaintiff that he must leave my home.
25. I deny paragraph 11 of the Plaintiff's affidavit dated 2nd January, 2001 and state that I never informed officers from Black Rock Police Station that the Plaintiff had borrowed \$12,000.00 from me.
26. I deny paragraph 12 of the Plaintiff's affidavit dated 2nd January, 2001.
27. I deny paragraph 13 of the Plaintiff's affidavit dated 2nd January 2001.
28. In relation to paragraph 14 of the Plaintiff's affidavit dated 2nd January 2001 the police informed the Plaintiff to leave my house and he did so.
29. I deny paragraph 15 of the Plaintiff's affidavit dated 2nd January 2001 and reiterate that the said chattel house is mine.

30. I would like the plaintiff to make arrangements to sell me the land on which the chattel house stands as agreed on between myself and the plaintiff.

[13] The word "Defendant" in paragraphs 7, 9, 10 and 12 of the defendant's affidavit seem to be errors and the word "plaintiff" seems to be the appropriate word. The word 'her' appearing in paragraph 24 of the said affidavit also seems to be an error and the word "my" seems to be the appropriate word.

[14] There are many inconsistencies in the defendant's affidavit and oral testimony. Some of them are reviewed below:

(a) In paragraph 6 of her affidavit the defendant deposed

"... I was never ejected from the house I rented at 2nd Avenue, Station Hill, St. Michael. I was given notice by the owner and left voluntarily." ;

In paragraph 7 she deposed that the plaintiff visited her at 2nd Avenue, Station Hill and whilst having tea he asked her what happened in relation to the house and she further deposed,

"I told him the bailiff came to the house and gave me two choices: I either leave the house or he would take up the furniture. I told the plaintiff that I informed the bailiff that I would leave but I would need sometime to look for accommodation. I told the plaintiff that the bailiff told me to leave in two days time."; and

Under cross-examination she said,

(i) "That very house that the landlady said she would sell to me the bailiff came and gave me the option of selling my furniture or leaving the house." And "I was given two days by the bailiff to get out of the house."; and

(ii) I did not ask the bailiff for a few days to leave. He told me either to leave or let the furniture be sold. I cannot remember how much rent I owed at the time.".

(b) In paragraph 8 of her affidavit the defendant said that after she was given notice to leave the house at Station Hill, St. Michael the plaintiff took her to look at houses in St. Philip and Jackson, St. Michael.

In paragraph 12 of the said affidavit she deposed that the plaintiff (the word "Defendant" in that paragraph is an error) never searched for any houses on her behalf nor informed her of the houses or their locations; and under cross-examination the defendant said,

"When I went to live with Mr. Norris he took me in his car to look for houses to buy and I also took along a carpenter one day."; and, "Just shortly after I moved down at him we went looking for houses for me to rent but I cannot remember the month."; and

(c) In paragraph 14 of her affidavit the defendant deposed that in April 2000 she and the plaintiff discussed her purchasing the plaintiff's house. However, under cross-examination the defendant said,

"The transaction for the purchase of the house took place at the dining table. I was standing. Mr. Norris was sitting. This was after I went to the bedroom for the money to pay for the purchase of the house. Before that we were in the verandah discussing the purchase of the house. The same day, 5th May 2000 is the day we discussed the purchase of the house.".

[15] When responding to statements made by the plaintiff the defendant also contradicts herself as follows:

(a) At paragraph 5 of his affidavit the plaintiff deposed that he informed the defendant that he was only allowing her to stay with the understanding that she would soon find alternative accommodation. The defendant deposed at paragraph 11 of her affidavit as follows:

"There was never any agreement between myself and the plaintiff that I would find alternative accommodation."; and

In her evidence in chief she said,

"After I was given notice to leave the house that I was renting at Station Hill, St. Michael, Mr. Norris gave me permission to stay at his house in St. Stephens Hill until I could get my own to purchase."; and

Under cross-examination she said,

"When the bailiff put me out of the house at Station Hill and I went to Mr. Norris' house it was not with the understanding that I would stay there permanently. I intended to stay there until I purchased or built my own home."

(b) In paragraph 7 of his affidavit the plaintiff deposed that he was subjected to constant quarrels and that the defendant's seventeen year old daughter would come and go at all hours and the other three children were extremely noisy and disruptive. At paragraph 13 of her affidavit the defendant denied paragraph 7 of the plaintiff's affidavit and deposed, "I have no knowledge of this" yet admitted in paragraph 19 of the said affidavit that for a long time she suspected the plaintiff of having a relationship with her teenaged daughter and she, (the defendant), would quarrel with the plaintiff constantly about it.

[16] In her oral testimony the defendant said that she owed rent for the house at Station Hill but when she telephoned the owner of the house in the United States of America the owner spoke to the bailiff and then to her and told her she did not have to pay the rent. Yet the bailiff told her she had the choice of giving up the furniture or getting out in two days. The defendant also said that she was asked whether she wanted to buy the house at Station Hill and she said she would but she never enquired of the purchase price. She said she was told to get her money ready and she said she had her money ready, yet she did not know how much money she needed. This is most curious. She had been given notice to quit. She owed rent. She also said that the landlady told her (the defendant) that the landlady did not need any rent, she needed her house.

[17] The defendant said she had \$13,000. Under cross-examination she said,

"I opened accounts for each of last three children when I got maternity benefits: (1) for Omar Clarke – sometime in 1985 (2) Antonia Boyce – 17th February 1999 and (3) Jacobi Boyce – was born in 1998. I do not remember date of opening accounts. I went into the bank and opened the accounts because the cheque was in my name. I could deposit on accounts and withdraw from accounts. It is correct to say that I never had any bank account because I consider those accounts to be the children's – not mine. After I opened accounts for children I withdrew money from accounts. I cannot recall how many times I withdrew money from accounts. The balance on Antonia's account is \$23.04 - last withdrawal 9th November 2004; Omar is \$32.45 – last withdrawal was 6th July, 2004; Jacobi is \$26.21 – last withdrawal was 9th November 2004.

In the year 2000 I did not deposit any money on Jacobi's account, Antonia's account or Omar's account. I said that I had \$13,000 in the year 2000."

The defendant did not say why she withdrew money from the children's accounts but I believe it most unlikely that had she had \$13,000 she would have withdrawn money from the children's accounts or allowed the bailiff to give her an ultimatum.

[18] Under cross-examination the plaintiff denied asking the defendant if she wanted to buy his house. He said that sometime in March or April 2000 they discussed the defendant building a house on the spot and continued, "The defendant never said to me she would buy the house but it must remain on the spot. If I told her "No, I was not selling the house how could she have agreed to buy it? She did not buy my house for \$12,000 and I did not give her a receipt." The Plaintiff also denied saying to the defendant "Your sister made me buy this house. Look at it. You really think this is somewhere I would want to live?" The unchallenged evidence is that the plaintiff lived in that house from about the year 1980 or 1981 until the 26th day of December 2000 when he was advised by the police to leave. I think it unlikely in the circumstances that the plaintiff would have acquired a house he did not like and continue to live in it for so long after his wife left in 1983.

[19] The plaintiff deposed that he had once given the defendant a receipt for payment of \$200.00. Sergeant Murphy said that the questioned document exhibit 'A' was a bungled forgery and attributes the majority of the writing on the questioned document to the author of 'exhibit 'B' (the plaintiff) and the overwriting to the author of 'exhibit 'C' (the defendant) and testified that it was difficult to detect the words previously written under the words, "Twelve thousand dollars". An examination of that document with the naked eye reveals that the document was heavily tampered with, especially in the date, the words "twelve thousand dollars" and the figures "\$12,000.00".

[20] On the question of her tampering with the receipt the defendant gave the following conflicting evidence:

(a) In her evidence in chief the defendant said that some of the letters in the (questioned document) exhibit 'A'

were faded and she wrote over them on the day of the dispute when Mr. Norris said that he was going for his sister because his sister had said that he should not have any niggers around him and she, the defendant panicked and overwrote the words "twelve thousand dollars"; and

- (b) Under cross-examination the defendant repeated that statement and said further, "That put me in a panic because I know she did not like me so I just wanted to make sure that there was no confusion between his sister and me when she came."; and then said, (i) "I think it was before I took the receipt out to the police that I wrote over the words, "Twelve thousand dollars."; (ii) "I cannot recall if it was the same day the police came that I wrote over the receipt."; and (iii) "When the police arrived I had already written over the receipt."

[21] Although Sergeant Murphy testified on the plaintiff's behalf (the questioned document), exhibit 'A' was put forward by the defendant as a genuine receipt to defeat the plaintiff's claim to recover possession of his house from the plaintiff but Sergeant Murphy described it as a bungled forgery and concluded that "without doubt we are dealing with a forgery".

[22] There is one contradiction between the plaintiff's affidavit and his oral testimony. In his affidavit he said that he bought the house for \$12,000.00 whereas in his oral testimony he said he built the house. In any event, learned counsel for the defendant said that there is no doubt that the plaintiff owned the house before the 5th day of May, 2005. I accept the evidence of the plaintiff and Sergeant Murphy's opinion.

[23] The defendant contradicts herself in her affidavit and within her oral testimony and between her affidavit and oral testimony. During the

of cross-examination she showed anxiety, anger and hesitation when certain questions were put to her. Her demeanour, the contradictions in her evidence, her curious story about her removal from the house at Station Hill and the offer by the owner of that house to sell it to her (the defendant) and her tampering with the receipt reveal a person whose evidence cannot be believed. I therefore reject her evidence.

[24] Order 92 rule 1 of the RSC provides:

"Where a person claims possession of land which he alleges is occupied solely by a person or persons, not being a tenant or tenants holding over after the termination of the tenancy, who entered into or remained in occupation without his licence or consent or that of any predecessor in the title of his, the proceedings may be brought by originating summons in accordance with the provisions of this order."

[25] In *Greater London Council v Jenkins* [1975] 1 All ER 354, a case for the recovery of possession of land under order 26 rule 1 of the County Court Rules (England and Wales) which is identical to (a) order 113 rule 1 of the Rules of the Supreme Court (England and Wales) and (b) order 92 rule 1 (Barbados), the Court of Appeal held:

"Where an applicant who brought proceedings for possession under County Court Rules order 26 succeeded in establishing that the respondent had been let into possession of land belonging to the applicant under a licence but had remained in occupation after the licence had been terminated without the applicant's consent, the court had no discretion to refuse to allow the summary procedure to be used, even where the respondent had been in occupation under the licence for a substantial period; it was bound to grant an order for possession in such circumstances."

[26] The defendant has not challenged the plaintiff's right to possession of the land, on the contrary, she has acknowledged his right to possession. At paragraph 17 of her affidavit, the defendant deposed that the plaintiff told her that "when he got the land straightened out he would sell her the spot on which the house stands" and at paragraph 30 of the said affidavit she deposed that "she would like the plaintiff to make arrangements to sell her the land on which the chattel house stands as agreed on between 'myself and the plaintiff'". With regard to paragraph 30 of her affidavit, the defendant did not give any evidence of the existence of a contract between herself and the plaintiff for sale of land by the plaintiff to the defendant. In the circumstances I hold that the plaintiff is entitled to recover possession of the land.

[27] On the evidence before the court I find the following facts:

- (i) The receipt, exhibit A, tendered by the defendant to prove that she purchased the house from the plaintiff is a forgery.
- (ii) The plaintiff was at all material times the owner of the house and he never sold it to the defendant.
- (iii) The defendant entered into occupation of the said house and land with the licence of the plaintiff.
- (iv) The plaintiff revoked the defendant's licence and asked her to quit and when she failed to quit the plaintiff through his attorney-at-law, by letter, requested the defendant to quit and she has refused to do so.

[28] The plaintiff was forced to vacate his house on the 26th day of December 2000, four years and seven months

ago, under evidence of a receipt now described as a forgery. For that reason, I consider that the plaintiff should recover possession of his land and house without further delay.

[29] There is evidence of violence between the plaintiff on the one hand and the defendant and her daughter on the other hand. For that reason I think it necessary that steps be taken to avert a breach of the peace.

[30] In the circumstances I make the following order:

1. The plaintiff do recover possession of the house at St. Stephens Hill, Black Rock, St. Michael;
2. The defendant do, immediately, give up possession of the dwellinghouse and land aforesaid;
3. The Chief Marshal with the assistance of members of the Royal Barbados Police Force do supervise the effectuation of paragraphs 1 and 2 of this order;
4. The plaintiff to have his costs to be taxed if not agreed.
5. Stay of execution refused.

Sherman Moore

Judge of the High Court.