



[2026] JMSC Civ. 49

IN THE SUPREME COURT OF JUDICATURE OF JAMAICA

CIVIL DIVISION

CLAIM NO. SU2022CV02412

**IN THE MATTER OF Rosetta Cottage,
Westmoreland registered at Volume
1030 Folio 180 of the Register Book of
Titles**

AND

**IN THE MATTER OF Caveat No.
2251970 registered to Churnley Gray
and Beryl Gray**

AND

**IN THE MATTER OF Section 140 of the
Registration of Titles Act**

BETWEEN	LORAINÉ PINNOCK	CLAIMANT
AND	CHURNLEY GRAY	FIRST DEFNDANT
AND	BERYL GRAY	SECOND DEFENDANT
AND	FITZROY PINNOCK	THIRD DEFENDANT
IN CHAMBERS		

Mr. Lemar Neale instructed by NEA I LEX Attorneys-at-Law for the Claimant.

**Mr. Leonard Green instructed by Chen, Green and Company for the 1st and 2nd
Defendant.**

Mr. Craig Carter instructed by A. McBean & Company for the 3rd Defendant.

Heard: February 16 and 17, 2026 and May 1, 2026

Property Law – Is there a valid agreement for sale of land – Section 4 of the Statute of Frauds (1677) – Sections 32 (3), 36, 43 and 76(1) of the Stamp Duty Act – Whether the 3rd Defendant is entitled to recovery of possession – Section 68 of the Registration of Titles Act – Sections 3 and 30 of the Limitation of Actions Act – Removal or discharge of a Caveat – Section 140 of the Registration of Titles Act.

Carr, J

Introduction

- [1]** Loraine Pinnock (**the Claimant**) and Fitzroy Pinnock (**the 3rd Defendant**) were married. At the time that the marriage subsisted, the 3rd Defendant was the sole registered proprietor of All that parcel of land being part of Rosetta Cottage in the parish of Westmoreland registered at Volume 1030 Folio 180 of the Register Book of Titles (**Rosetta Cottage**).
- [2]** The Claimant obtained a judgment from the Court of Appeal in 1999 that ordered that she was a joint owner of a supermarket business and that she was entitled to 33 1/3 per cent of the land and building at Rosetta Cottage, except the lots that were previously sold.
- [3]** Churnley and Beryl Gray (**the 1st and 2nd Defendant** respectively) in pursuance of an agreement for sale between themselves and the 3rd Defendant paid sums of money for the purchase of one acre of land with a building on Rosetta Cottage. The sale was not concluded, and they aver that there is a balance outstanding that they are ready and willing to pay. On July 16, 2020, they lodged a caveat against the property located at Rosetta Cottage seeking to protect their interest.

The Claim

[4] The Claimant filed a Fixed Date Claim Form on August 4, 2022, seeking the following orders:

- i. That Caveat No. 2251970 lodged by Churnley Gray and Beryl Gray lodged against All that parcel of land being part of Rosetta Cottage in the parish of Westmoreland registered at Volume 1030 Folio 180 of the Register Book of Titles, be removed.
- ii. That permission be granted by this Honourable Court that the Judgement of the Court of Appeal made on the 26th day of March 1999 be enforced notwithstanding that six years have elapsed since the judgment was entered.
- iii. That land comprised in Certificate of Title registered at Volume 1030 Folio 180 be valued by Garth Graham of Graham & Graham, Licenced Valuers for the purpose of sale.
- iv. That the property be listed for sale on the open market by HoShing Realtors & Associates.
- v. That failing sale pursuant to the listing the property be sold by public auction. vi. That the Reserve Price shall be the forced sale value stated in the said valuation.
- vii. That the net proceeds be divided in accordance with the order of the Court of Appeal made on the 26th day of March 1999.
- viii. That the 1st and 2nd Defendants shall deliver up vacant possession of the land and building occupied by them. ix. That the Claimant's Attorney-at-Law shall have carriage of sale.
- x. Costs to be borne by the Defendants.
- xi. Such further orders may be made by this Honourable Court as it deems just.

[5] On May 22, 2024, the 3rd Defendant filed an Ancillary Fixed Date Claim Form seeking the following relief with respect to the 1st and 2nd Defendant:

- i. A Declaration that the contract between the Ancillary Claimant and the 1st and 2nd Ancillary Defendants for sale and purchase of property part of Rosetta Cottage in the parish of Westmoreland registered at Volume 1030 Folio 180 of the Register Book of Titles is void by reason of frustration.
- ii. A Declaration that the 1st and 2nd Ancillary Defendants have no legal and/or equitable interests in the property part of Rosetta Cottage in the parish of Westmoreland registered at Volume 1030 Folio 180 of the Register Book of Titles.
- iii. An Order that the Caveat No. 2251970, lodged by the 1st and 2nd Ancillary Defendants against ALL that parcel of land being part of Rosetta Cottage in the parish of Westmoreland registered at Volume 1030 Folio 180 to be discharged and removed.
- iv. An Order that the 1st and 2nd Defendants shall deliver up vacant possession of the land and building occupied by them.
- v. Cost and Attorney's cost.
- vi. Such further orders may be made by the Honourable Court as it deems just.

Issues

[6] At the commencement of the trial Counsel for the Claimant and the 3rd Defendant agreed that there was no dispute that the property ought to be sold in accordance with the orders of the Court of Appeal and that the proceeds should be divided as indicated.

- [7] The issues for determination therefore concern the 1st and 2nd Defendants. Unfortunately, the 2nd Defendant died prior to the trial date. The 1st Defendant was appointed as the representative of the deceased for the continuation of the claim.
- [8] Counsel Mr. Green in his submissions asked the Court to strike out the Claimant's claim against the 1st and 2nd Defendants on the basis that she was not the registered owner of Rosetta Cottage. I do not agree with that submission. The Claimant has an interest in Rosetta Cottage pursuant to a decision from the Court of Appeal. That interest is also noted on the registered title.
- [9] The claim against the 1st and 2nd Defendants is for the removal of the caveat lodged by them as a result of their purported interest in a portion of the said property. For the Claimant to obtain the orders for sale against the 3rd Defendant, the Court must determine the interest of the 1st and 2nd Defendants in Rosetta Cottage, and the Caveat would have to be either discharged or removed. There is no merit therefore in any application to strike out the Claimant's case against the 1st and 2nd Defendants.
- [10] Mr. Carter on behalf of the 3rd Defendant sought a declaration that any agreement with the 1st and 2nd Defendants for the sale of the property was barred due to frustration. This would only arise if there was a finding that there was a valid agreement for sale between those parties.
- [11] I have therefore distilled the issues for determination as follows:
- i. Whether there is a valid agreement for sale subsisting between the 1st and 2nd Defendants and the 3rd Defendant. If so, was that agreement frustrated.
 - ii. Whether the 3rd Defendant is entitled to recovery of possession.
 - iii. Whether the Caveat No. 2251970 registered to Churnley Gray and Beryl Gray ought to be discharged or removed.

Analysis and Discussion

Whether there is a valid agreement for sale subsisting between the 1st and 2nd Defendants and the 3rd Defendant. If so, was that agreement frustrated.

[12] The Affidavits filed on behalf of the Claimant; Ancillary Claimant and the Defendants stood as their evidence in chief and they were cross-examined.

[13] In the joint affidavit of the 1st and 2nd Defendants¹ they relied on a written agreement for sale that was exhibited as **CGBG1**. That agreement indicated that the 3rd Defendant agreed to sell one acre of land with building thereon for the sum of Seven Million Five Hundred Thousand Dollars (\$7,500,000.00). They paid the sum of One Million One Hundred and Twenty-Five Thousand Dollars (\$1,125,000.00) to the Vendor's attorney-at-law as a deposit. Two further payments were made in the sums of One Million Three Hundred and Seventy-Five Thousand Dollars (\$1,375,000.00) and Four Million Dollars (\$4,000,000.00) directly to the bank account of the 3rd Defendant.

[14] In exchange for this they were let into possession, and the balance of the purchase price, One Million Dollars (\$1,000,000.00) remains to be paid.

[15] The essence of the affidavits filed in response to the claim is that there is a valid agreement for sale and the 1st and 2nd Defendants are seeking an enforcement of that agreement.

[16] For an agreement for sale to be considered by the court it must first satisfy the requirements as set out in the Statute of Frauds (1677). Section 4 provides that,

*no action shall be brought upon...any agreement or contract for sale of lands
...unless the agreement upon which such action shall be brought...shall be in*

¹ Affidavit of Churnley Gray and Beryl Gray in response to Fixed Date Claim Form, filed November 30, 2022, paragraphs 2-5.

writing and signed by the parties to be charged or some other person thereunto by him lawfully authorized.

- [17] Secondly, the agreement for sale must be stamped in accordance with Section 32 (3) of the Stamp Duty Act (**SDA**). The section is set out below:

In the case of such instruments hereinafter mentioned, as are chargeable with ad valorem duty, the following provisions shall have effect –

(a) the instrument, unless it is written upon duly stamped material, shall be duly stamped with the proper ad valorem duty before the expiration of thirty days after it is first executed...

- [18] The instruments are listed in a table in the same section and includes a contract or agreement chargeable under section 76 of the SDA. Section 76 (1) states as follows:

Any contract or agreement for the sale of any equitable estate or interest in any property, or for the sale of any estate or interest in any property except land or other property locally situated outside Jamaica, or goods, wares or merchandise, or stock, or marketable securities, or any ship or vessel, or part interest, share or property of or in any ship or vessel, shall be charged with the same ad valorem duty as if it were an actual conveyance on sale of the estate, interest or property contracted or agreed to be sold and in lieu of the duty payable on such conveyance.

- [19] The evidence supports the fact that the agreement for sale was in writing. However, it was not stamped as per Section 32 (3). Although there is no date on the agreement the 1st and 2nd Defendants have indicated that the agreement was made on May 27, 1998. It therefore ought to have been stamped within thirty days of that date. Section 36 of the SDA provides that:

No instrument, not duly stamped according to law shall be admitted in evidence as valid and effectual in any court or proceeding for the enforcement thereof.

- [20] Further, Section 43 states,

Upon the tender in evidence of any instrument, other than inland and foreign bills of exchange and promissory notes, coastwise receipts, and bills of lading, it shall be the duty of the officer of the court, before reading such instrument, to call the attention of the Judge to any omission or insufficiency of the stamp; and the instrument if unstamped, or insufficiently stamped, shall not be received in evidence until the whole, or (as the case may be) the deficiency of the stamp duty, to be determined by the Judge, and the penalty required by this Act, together with an additional penalty of five hundred dollars, shall have been paid.

[21] In this case the 1st and 2nd Defendants are seeking to enforce the written agreement for sale. There was no dispute as to the fact that the agreement for sale was not stamped. Mr. Green did not mention this fact in his submissions, neither was an application made to have the agreement stamped so that it could be admitted into evidence as per Section 43 of the SDA.

[22] The wording of Section 36 is plain, the agreement for sale was not stamped within the thirty days prescribed under the SDA. It therefore was not duly stamped according to law and is inadmissible and invalid and cannot be relied upon in this Court as a method of proving any agreement between the 1st and 2nd Defendants and the 3rd Defendant for the sale of land.

[23] There being no agreement for sale of land capable of being enforced, there is no need to discuss the issue of frustration.

Whether the 3rd Defendant is entitled to recovery of possession.

[24] It is a well-established principle of law that a registered title is proof of the particulars of ownership which is contained therein. By virtue of Section 68 of the Registration of Titles Act (**RTA**), a registered title is indefeasible. The provision is set out below.

No certificate of title registered and granted under this Act shall be impeached or defeasible by reason or on account of any informality or irregularity in the application for the same, or in the proceedings previous to the registration of the certificate; and every certificate of title issued under any of the provisions herein

contained shall be received in all courts as evidence of the particulars therein set forth, and of the entry thereof in the Register Book, and shall, subject to the subsequent operation of any statute of limitations, be conclusive evidence that the person named in such certificate as the proprietor of or having any estate or interest in, or power to appoint or dispose of the land therein described is seised or possessed of such estate or interest or has such power.

[25] There is no dispute in this case that the 3rd Defendant is the registered proprietor of the land at Rosetta Cottage. The 1st and 2nd Defendants have contended that he is barred from obtaining an order for recovery of possession by virtue of statute. They have relied on Sections 3 and 30 of the Limitation of Actions Act (**LOAA**).

[26] Section 3 is set out as follows:

No person shall make an entry, or bring an action or suit to recover any land or rent, but within twelve years next after the time at which the right to make such entry, or to bring such action or suit, shall have first accrued to some person through whom he claims, or, if such right shall have not accrued to any person through whom he claims, then within twelve years next after the time at which the right to make such entry, or to bring such action or suit, shall have first accrued to the person making or bringing the same.

Section 30:

At the determination of the period limited by this Part to any person for making an entry, or bringing an action or suit, the right and title of such person to the land or rent, for the recovery whereof such entry, action or suit respectively might have been made or brought within such period, shall be extinguished.

[27] The effect of the sections is that if a person occupies land undisturbed for the requisite term of twelve years, they may be entitled to possession, despite the lands being registered to another person. This principle is commonly referred to as adverse possession. The law is well settled, and in the Privy Council decision of

Wills v. Wills² it was held that the two elements necessary to establish possession in cases such as this, are, (1) a sufficient degree of custody and control (factual possession) and, (2) an intention to exercise such custody and control on one's own behalf and for one's own benefit (the intention to possess).

[28] Mr. Green relied on the cases of **Wills v. Wills** and **Tanya Ewers v. MelroseBarton Thelwell**³. It was submitted that the 3rd Defendant took no steps to exercise his right of re-entry until twenty-seven years after the 1st and 2nd Defendants took possession of the property. It was suggested that the court should use the date of the delivery of the Court of Appeal judgement as the date when time would start to run, that is, March 26, 1999. This claim was not filed until May 22, 2024. The claim for recovery of possession is therefore barred by the operation of the LOAA as the twelve-year period has long been surpassed.

[29] Mr. Neale in his submissions on behalf of the Claimant asked the Court to reject the contention that the 1st and 2nd Defendants had met the requirements in law as set out in **Wills v. Wills**. He argued that there was an acknowledgement by the 1st and 2nd Defendants, throughout their occupation of the property, of the superior title of the 3rd Defendant. He referred the Court to the affidavit filed in response to the Affidavit of the 3rd Defendant/Ancillary Claimant⁴. At paragraph 16 the 1st Defendant states that he is “**a purchaser in possession**” and Counsel on his behalf has insisted that the agreement for sale is enforceable. In these circumstances the 1st and 2nd Defendants have not demonstrated that they had the intention to possess, as a purchaser in possession has the consent of the owner to be in possession.

² [2003] UKPC 84

³ [2017] JMCA Civ. 26

⁴ Amended Affidavit of Churnley Gray in Response to Affidavit of Defendant/Ancillary Claimant filed September 29, 2025.

- [30] He relied on Section 16 of the LOAA and the cases of **Peta Mary Bain v. Geoffrey Ian Wharton-Lake**⁵ and **Arthur McCoy and Marcia McCoy v. Fitzroy Glispie**⁶.
- [31] Mr. Carter submitted that possession under a contract with an equitable interest does not equate to adverse possession. He contended that the 1st and 2nd Defendants were mere licensees and that they did not have the intention to possess. There were no overt acts on their behalf that could be found to be inextricably linked to an intention to dispossess. They paid no taxes, they did not extend the structure that they occupied, and any improvements that they made were done with the permission of the 3rd Defendant. He relied on the case of **Hyde v. Pearce**⁷.
- [32] It is the evidence of the 1st and 2nd Defendants that they have been in quiet, exclusive and undisturbed occupation and possession of the property for more than twenty years. Further they stated that they have made significant improvement to the property thereby increasing its market value⁸.
- [33] Further to that affidavit the 1st Defendant subsequently indicated that he and his wife were purchasers for value and that they are purchasers in possession. Under cross-examination by Mr. Neale, he asserted that the agreement for sale was valid and that he had been put in possession based on that agreement. He went further to say that he continues to honour that agreement and commitment, and that up to today he still considers himself a purchaser in possession of the property.
- [34] The 3rd Defendant in cross-examination agreed that money was paid pursuant to the agreement for sale. However, he indicated that this was not done at the time

⁵ The Republic of Trinidad and Tobago Court of Appeal CA P170- 2014

⁶ [2012] JMSC Civ 80

⁷ [1982] 1 All ER 1029

⁸ Affidavit of Churnley Gray and Beryl Gray in response to Fixed Date Claim Form filed November 30, 2022, paragraph 9.

of the signing of the agreement. He said that although the documents were signed, they were not stamped. He could not say whether the 1st Defendant's occupation of the premises occurred upon the signing of the agreement in 1998, but he did vacate the building and give him the keys.

[35] Further, in his affidavit in response to the 1st and 2nd Defendant⁹ he stated that his attorney-at-law Mr. Oniel Brown served the 1st and 2nd Defendants with a notice to quit. Despite this, no action was taken by him to remove the 1st Defendant since there were attempts being made to settle the dispute between the parties. It was indicated that during that time he continued to assert his rights of ownership over the property by entering the premises and storing construction materials thereon. As such he denied that the 1st and 2nd Defendants maintained exclusive and undisturbed possession of the property.

[36] The 1st Defendant was cross-examined by Mr. Carter on this issue of exclusive and undisturbed possession. He was asked if he had ever added another storey to the one-story building, and he said no. He also accepted that he did not widen the building. He was then asked if he required the permission of the 3rd Defendant to make any modifications to the property and he said no he didn't ask him anything and that he did not have to.

[37] He was shown the agreement for sale, at item number 13, and he agreed that he would need the 3rd Defendant's permission to carry out any modifications to the property. He said that he heard that the 3rd Defendant had entered the property in 2020 but that he was not there at the time. He also admitted that in his application

⁹ Affidavit of Fitzroy Pinnock in response to Affidavit of Churnley Gray and Beryl Gray filed September 10, 2025 para. 17-20.

for the lodging of a caveat that he indicated that the 3rd Defendant was interfering with his peaceful enjoyment of the property.

[38] In the case of **Arthur McCoy**, Sykes J, as he then was, in discussing the principles set out in **Wills v. Wills** enunciated at paragraph 43 subparagraph 5 of the judgment:

taking of possession by the squatter with actual consent of the paper owner does not constitute dispossession of the paper owner or possession by the squatter for the purpose of the Limitation of Actions Act.

[39] The undisputed evidence is that the 1st and 2nd Defendants took possession of a section of the property at Rosetta Cottage pursuant to a purported agreement for sale in 1998. They therefore occupied the property with the consent of the 3rd Defendant.

[40] The reasonable inference to be drawn from this is that their intention was to remain in possession of the property until the process of the sale was concluded. They were not disputing the title of the owner but instead acknowledged that title as they awaited the conveyance of the property into their names.

[41] There is no evidence to suggest that this position changed over the years of their occupation. In fact, on or about April 29, 2004, the 1st and 2nd Defendants sought an order from the court for specific performance of the purported agreement for sale by the filing of a claim form¹⁰. The claim was eventually struck out on February 15, 2010¹¹.

¹⁰ Affidavit of Lorraine Pinnock in support of Fixed Date Claim Form filed August 4, 2022, para. 13 exhibit "LP5".

¹¹ Ibid. para. 20 exhibit "LP8"¹²
Ibid. exhibit "LP1".

[42] On July 16, 2020, the 1st and 2nd Defendants lodged a caveat against the registered title¹² of Rosetta Cottage on the basis that the “estate claimed Purchaser under an agreement for sale”. At this point they still acknowledged that

the 3rd Defendant was the rightful owner of the property and lodged the caveat to protect their interests pursuant to the purported agreement.

[43] In **Hyde v. Pearce**, the plaintiff and the defendant agreed to the purchase of a section of lands. The plaintiff entered the lands and took possession without the knowledge of the defendant. Subsequently, he acknowledged in writing that he was a purchaser in possession. The agreement was never registered as a land charge. The defendant unwittingly sold the same lot to another party and sought to remove the plaintiff. The dispute went on for some time without a resolution. The plaintiff did not demand the return of his deposit, and the defendant did not seek to rescind the agreement. The plaintiff sued the defendant averring that he had acquired a possessory title since he had been in possession of the property for over twelve years. The lower court agreed with his position. The defendant appealed to the Court of Appeal, and it was held that:

A vendor was not bound...to let a purchaser into possession, but if he did so the purchaser was entitled to remain until the contract was rescinded or became void. ...since the plaintiff, in bringing his action against the defendant, had relied on the existence of the contract of sale to support his continued occupation of the property, and since he could have set up the contract as a valid defence to any proceedings brought against him for possession, he could not thereafter assert that he had obtained a title by adverse possession, that he had been squatting unlawfully on the property or that he had a right to remain on the property other than by virtue of the contract to purchase.

[44] The facts of this case are somewhat like that of **Hyde** but can be distinguished on two points which are not in my view relevant to this discussion. The first is that the

1st and 2nd Defendants were let into possession with the consent of the 3rd Defendant, whereas in **Hyde** the plaintiff entered into possession without the defendant's knowledge. Secondly, the plaintiff in **Hyde** signed a document after his unlawful entry acknowledging that he was a purchaser in possession.

[45] It is that acknowledgment among other things, that makes the cases similar. The 1st and 2nd Defendants having entered into possession pursuant to the agreement acknowledged that they were purchasers in possession in the same way that the plaintiff did in **Hyde**. The 3rd Defendant took no steps to rescind the agreement. He did not file a counter claim with regards to the claim for specific performance filed by the 1st and 2nd Defendants. The 1st and 2nd Defendants, did not seek a refund of any monies paid pursuant to the agreement. Their occupation of the property therefore was based solely on the agreement for sale and not with any other intention on their part.

[46] In applying the decision in **Hyde** to the facts of this case, I find that the reliance on the agreement for sale as the basis for the 1st and 2nd Defendants' occupation of the property is antithetical to the claim that they have acquired title by virtue of possession. The evidence instead supports a finding that their occupation and possession was based on the consent of the 3rd Defendant and that this did not change.

[47] Further, there was no evidence of any acts by the 1st and 2nd Defendants that can be construed in such a way for this court to find that they had an intention to treat with the property as their own. They made no modifications, improvements or additions. The 1st Defendant admitted that to make any modifications he would need the permission of the 3rd Defendant.

[48] There is no evidence upon which the conclusion can be drawn that the 1st and 2nd Defendants had the intention to possess as set out in the case of **Wills v. Wills**. Therefore, in the circumstances the defence of adverse possession to the claim for recovery of possession must fail.

Whether the Caveat No. 2251970 registered to Churnley Gray and Beryl Gray ought to be discharged or removed

[49] Mr. Green in his submissions seemed to suggest that there was no basis for a Court to instruct the Registrar to remove a caveat once it has been lodged where there was no application by the registered proprietor. He relied on section 140 of the RTA and the decision of Batts J in the case of **Sunswept Jamaica Company Limited v. The Registrar of Titles and Clarke-Morales, Angela**¹². I have concluded from this submission that the objection is to the Claimant seeking such an order since he argues that she is not the registered proprietor.

[50] The relevant portion of section 140 is set out below:

Upon the receipt of any caveat under this Act, the Registrar shall notify the same to the person against whose application to be registered as proprietor, or as the case may be, to the proprietor against whose title to deal with the estate or interest such caveat has been lodged, and such applicant or proprietor or any person claiming under any transfer or other instrument signed by the proprietor may, if he thinks fit, summon the caveator to attend before the Supreme Court, or a Judge in Chambers, to show cause why such caveat should not be removed, and such Court or Judge may, upon proof that such caveator has been summoned, make such order in the premises, either ex parte or otherwise, and as to costs as to such Court or Judge may seem fit.

[51] The Claimant and the 3rd Defendant both sought orders for the removal or discharge of the caveat. The Claimant, although not the registered proprietor, has an interest in the property by order of the Court of Appeal and the 3rd Defendant is the registered proprietor. I find no merit in this submission.

Disposition

¹² [2016] JMSC Civ 126

[52] I find on a balance of probabilities that there is no valid and enforceable agreement for sale of a portion of the lands at Rosetta Cottage between the 1st and 2nd Defendants and the 3rd Defendant.

[53] The 3rd Defendant is entitled to an order for recovery of possession of that portion of the property at Rosetta Cottage occupied by the 1st and 2nd Defendants.

[54] With the consent of the 3rd Defendant the Claimant is entitled to enforce the judgement of the Court of Appeal made on March 26, 1999.

Orders:

1. It is declared that the 1st and 2nd Defendants have no legal and/or equitable interest in the property part of Rosetta Cottage in the parish of Westmoreland registered at Volume 1030 Folio 180 of the Register Book of Titles.
2. Caveat No. 2251970 lodged by Churnley Gray and Beryl Gray against All that parcel of land being part of Rosetta Cottage in the parish of Westmoreland registered at Volume 1030 Folio 180 of the Register Book of Titles is discharged and is to be removed.
3. The 1st and 2nd Defendants are to quit and deliver up possession of the land and building occupied by them, part of Rosetta Cottage in the parish of Westmoreland registered at Volume 1030 Folio 180 on or before June 1, 2026.
4. The property part of Rosetta Cottage in the parish of Westmoreland registered at Volume 1030 Folio 180 is to be valued by a valuator to be agreed by the Claimant and the 3rd Defendant within fourteen (14) days of the date of this Order.

5. If the parties do not agree to a valuator, then the Registrar of the Supreme Court is empowered to appoint a valuator to conduct the valuation.
6. The said property is to be listed for sale on the open market within 10 days of the date of the receipt of the valuation report.
7. Failing the sale of the property pursuant to order number 6 the property is to be sold by public auction, and the reserve price shall be the forced sale value as stated in the valuation report.
8. The net proceeds of sale are to be divided in accordance with the order of the Court of Appeal made on March 26, 1999.
9. The Claimant's attorney-at-law shall have carriage of sale.
10. Costs to the Claimant against the 1st and 2nd Defendants to be agreed or taxed.
11. Costs to the Ancillary Claimant on the Ancillary Claim to be agreed or taxed.