

COMMONWEALTH OF THE BAHAMAS

IN THE SUPREME COURT

Common Law & Equity Division

2016/CLE/gen/01500

IN THE MATTER OF the Estate of SHADRACK WOODSIDE

B E T W E E N

RANDA GAITOR

Claimant

AND

VALENTINO SHEDRACK WOODSIDE
(Executor of the Estate of Shadrack Woodside)

Defendant

Before: Her Ladyship the Honourable Madam Senior Justice Deborah Fraser

Appearances: Mr. George Missick for the Randa Gaitor

Mr. Norwood Rolle for the Valentino Shedrack Woodside

Hearing Date:

Common Law and Equity - Doctrine of Proprietary Estoppel - Section 28 of the Supreme Court Act - Section 4 of the Statute of Frauds Act - Assurance - Reliance - Detriment

JUDGMENT

FRASER, SNR J:

Introduction

1. This is an action regarding the ownership of a piece parcel land situated on Lot No. 79 on the Plan of Lots in the Subdivision “West Ridgeland” situated in the Southern District of the Island of New Providence. Ms. Randa Gaitor (“**the Claimant**”) claims that she, Randa Gaitor, and the deceased Mr. Joseph Woodside had an oral agreement for him to sell her Lot No. 79 in the Subdivision West Ridgeland and that the land belongs to her. While, Mr. Valentino Shedrack Woodside (“**the Defendant**”) claims that the averment does not amount to a valid agreement as it is not in writing.

Background

2. By a Writ of Summons filed on 9th November, 2016, the Claimant commenced this action against the Defendant, alleging that they trespassed on the aforementioned piece parcel land (“herein referred to as “the property””) and that the Claimant is and was at all material time the owner in fee simple in possession of the property. The Claimant seeks the following Declarations and relief:
 - a. Damages for trespass.
 - b. A Declaration that the Defendant, his servants and or agents are not entitled to enter or use the Claimant’s property.
 - c. An Injunction restraining the Defendant whether by himself, his servants and or agents or otherwise whosoever from entering the Claimant’s property.
 - d. A Declaration that the Defendant’s title to the property described herein is now extinguished.
 - e. A Declaration that the Claimant is the owner in fee simple in possession of the property.
 - f. Interest.
 - g. Such further or other relief as the Court deems just.
 - h. Costs.
 - i. The matter has been decided on the papers.

Evidence

Claimant's Evidence

3. The Claimant filed the Witness Statement of Randa Gaitor on 27th January, 2023. The Witness Statement of Ms. Randa Gaitor provides: (1) that she is the named Claimant herein; (2) that she is the owner of Lot No. 79 West Ridgeland; (3) that the Claimant has been living on the property since 1992 where she rented the property from Mr. Joseph Woodside and his wife Iva Woodside from 1992 to 2001; (4) that they, Mr. and Mrs. Woodside, are both now deceased; (5) that Mrs. Marinetta Rolle was the sister of Mrs. Woodside and would have collected the rent due to the Woodside's living in the United States of America; (6) that prior to the death of Mr. Joseph Woodside, he agreed to sell the property to the Claimant and the property was appraised by Mr. Sterling Hanna in 1999 at \$39,000.00; (7) that after Mr. Woodside's death his wife, Iva Woodside, continued to discuss the purchase of the property with the Claimant; (8) that in 2004 Mrs. Woodside came to The Bahamas and discussed the purchase agreement with the Claimant; (9) that the agreement for sale was made and executed by the Claimant and Mrs. Woodside, who reduced the purchase price to \$31,000.00 due to the Claimant being a Tenant for so long; (10) that the Claimant paid a \$5,000.00 deposit in 2004 and made all the relevant instalments towards the purchase, eventually completing the purchase on 29th December 2009; (11) that upon completion the Claimant was given the Deed which raised her concerns as the Deed was in the sole name of Joseph Woodside; (12) that the Claimant then sought legal advice from Mrs. Alecia Bowe and was advised that Mr. Joseph Woodside's Estate had to be administered by his wife Iva Woodside; (13) that the grant was issued and Mrs. Bowe advised the Claimant that she had reached out to Shadrack Woodside who had agreed to execute the conveyance; (14) that Shadrack Woodside died before executing the documents he had agreed to sign and Mrs. Bowe attempted to resolve the matter; (15) that the Claimant and Mrs. Bowe attended a meeting with an attorney by the name of Mr. Richard Wells, the attorney at the time for the Defendant where the Defendant expected \$20,000.00 in return for the conveyance of the property and that offer was denied; (16) that on the 18th of October 2016, the Claimant arrived at the property where she was met with two individuals carrying out an appraisal of the property and the Claimant requested them to leave; (17) that on the 1st of May 2017 the Defendant's sister arrived on the property to serve the Claimant with documents and the Claimant requested her to leave; (18) that later that day on the 1st May 2017, an unidentified woman knocked on the Claimants door leaving behind an eviction notice signed by the Defendant as the owner of the property.
4. The Claimant filed the Witness Statement of Alecia S. Bowe on 27th January, 2023. The Witness Statement of Mrs. Alecia Bowe provides: (1) that Mrs. Bowe at all material times acted for and on behalf of the Plaintiff; (2) that the Claimant is the owner in fee simple in possession of the property; (3) that the Claimant advised Mrs. Bowe that there was an agreement to purchase Lot No. 79 West Ridgeland, between the Claimant and Mrs. Iva Woodside, which the Claimant expended a significant amount of money to purchase and upkeep the property to only discover that the Deed was in the sole name of Joseph Woodside; (4) that Mrs. Bowe advised the Claimant that Joseph Woodside's

Estate had to be administered by his wife Iva Woodside; (6) that Mrs. Bowe advised Iva Woodside that the surviving brother of Joseph Woodside, being Shadrack Woodise, was the heir of the property; (7) that Joseph Woodside's Estate had been successfully administered on the 30th July 2014 and that Mrs. Bow spoke to Shadrack Woodside who, upon briefing of the facts of the case, agreed to sign over the said property to the Claimant; (8) that it was agreed by Shadrack Woodside to attend Mrs. Bowe's chambers to sign over the said property in February 2015, however, that never occurred and in March 2015 Iva Woodside and her sister Marinetta Rolle attended Mrs. Bowe's chambers to sign the Renunciation of Dower and the Deed of Assent; (9) that they waited in March 2015 for Shadrack to show up to Mrs. Bowe's chambers to sign the documents agreed, however, they were informed of his death thereafter; (10) that Mrs. Bowe reached out to the daughter of Shadrack, Bernadette Hutchinson regarding the matter and Ms. Hutchinson informed Mrs. Bowe that her brother, Valentino Woodside, was in charge of Shadrack's Estate; (11) that Mrs. Bowe was then contacted by Mr. Richard Wells, who was the attorney for the Defendants at that time, for a meeting; (12) that during that meeting it was agreed for the children to sign the property over to the Claimant, however, the children expected \$20,000.00 as compensation in which Mrs. Bowe denied such an offer.

5. The Claimant filed the Affidavit of Marinetta Rolle on the 14th November, 2016. The Affidavit of Ms. Marinetta Rolle provides: (1) that she regards Randa Gaitor as the owner of the property Lot No. 79 West Ridgeland; (2) that Ms. Rolle is the sister of Iva Woodside and she had been familiar with the property since the 1960's when the Woodside's occupied the land; (3) that Ms. Rolle met the Claimant when she started to rent the property in 1992 from the Woodsides; (4) that after the death of Joseph Woodside the Claimant and Iva Woodside discussed the sale and purchase of the property between each other; (5) that in July 2004, Iva Woodside came to The Bahamas and discussed with the Claimant the terms of the Sales Agreement; (6) that in compliance with the Sales Agreement, the Claimant made all the instalment payments and completed them on the 29th December, 2009; (7) that upon completion of the payments the Claimant was given the Deed to the property; (8) the Claimant became concerned about the Deed as it was in the name of solely Joseph Woodside; (9) that Ms. Rolle advised the Claimant to seek legal advice and this was when she contacted Mrs. Alecia Bowe; (10) that Mrs. Bowe informed the Claimant that Joseph Woodside's Estate needed to be administered and it was successfully administered there after; (11) that Ms. Rolle contacted Mr. Shadrack Woodside and informed him of facts of this matter and he agreed to sign over the property to the Claimant; (12) that Mrs. Bowe drafted the documents in accordance with the promise made by Shadrack Woodside; (13) that when Ms. Rolle and Mrs. Woodside met with Mrs. Alecia Bowe in chambers, they were informed of the death of Mr. Shadrack Woodside; (14) that Mrs. Bowe attempted to resolve the matter, however, the Defendant demanded \$20,000.00 before signing the conveyance for the Claimant and the offer was denied; (15) that Ms. Rolle told the Claimant that such an offer was unfair due to the Claimant already purchasing the property in full; (16) that the Claimant informed Ms. Rolle that

on the 18th of October 2016 the Claimant met two individuals on her property in an attempt to appraise the property.

Defendant's Evidence

6. The Defendant filed a Witness Statement of Ambrozene Poitier on the 6th February 2023. The Witness Statement of Ambrozene Poitier provides: (1) that she, Ambrozene Poitier is the daughter of Shadrack Woodside; (2) that her father, Shadrack Woodside, told her that he inherited a the property of Lot No. 79 West Ridgeland; (3) that her father never mentioned to her that he had planned to give the aforementioned property to Randa Gaitor; (4) that Shadrack Woodside told her that they both will visit the said property, however, it never occurred due to his illness and subsequent death; (5) that it is Shadrack's usual practice to have a third party, namely any of his children or the mother of Ambrozene Poitier, present when doing business.
7. The Defendant filed a Witness Statement of Valentino Woodside on the 6th day of February 2023. The Witness Statement of Valentino Woodside provides: (1) that he is the named Defendant herein; (2) that Shadrack Woodside is his father and Shadrack would always point out to Lot No. 79 West Ridgeland and acknowledge it as Joseph Woodside's house "uncle Joe's house" which was "rented to a lady"; (3) that after uncle Joe died, Iva Woodside, Joe's wife would be collecting rent from that house; (4) that Shadrack Woodside never got involved regarding the said property; (5) that in 2014 Shadrack stated that an attorney reached out to him about signing some documents to release the property to a woman who claimed to have bought it from Iva Woodside; (4) that is when Shadrack acknowledged that he was the owner of the said property and subsequently died shortly after.

Issues

8. The issues that arise for consideration and determination are:
 - a. Whether the Section 4 of the Statute of Frauds is applicable in this matter.
 - b. Whether the Claimant can rely on the Doctrine of Proprietary Estoppel.

Submissions

Claimant's Submission

9. The Claimant's Counsel, George C. Missick ("Mr. Missick"), asserts that the Claimant, Randa Gaitor, is the owner and occupant of the tract of land known as "West Ridgeland" in the Southern District of the Island of New Providence, The Bahamas.

10. Mr. Missick claims that the Claimant's ownership and possession of the property has been mired in a complex series of events, involving discussions with the late Joseph Woodside and his wife Iva Woodside, lease agreements, attempts to purchase the said property, and subsequent revelations regarding the true ownership and administration of the property.
11. Mr. Missick avers that the Claimant falls under the protection of the Doctrine of Proprietary Estoppel because she, the Claimant relied to her detriment on the representation made by Mrs. Woodside, the wife of Joseph Woodside, who purported to be the beneficial owner of the said property and subsequently entered into an agreement with Mrs. Woodside. The Claimant also relied on the representations by Mr. Shadrack Woodside to her detriment by instructing counsel to prepare the necessary documents for Mr. Woodside to sign which resulted in costs being incurred.
12. The Claimant requests the court to consider the equitable principles underlying proprietary estoppel and the detrimental reliance she suffered and relied on the case of **Inwards v Baker [1965] 2 QB 29**, where Denning, M.R. said at page 37 at C:

“So in this case, even though there is no binding contract to grant any particular interest to the licensee, nevertheless the court can look at the circumstances and see whether there is an equity arising out of the expenditure of money. All that is necessary is that the licensee should, at the request or with the encouragement of the landlord, have spent the money in the expectation of being allowed to stay there. If so, the court will not allow that expectation to be defeated where it would be inequitable so to do. In this case it is quite plain that the father allowed an expectation to be created in the son's mind that this bungalow was to be his home. It was to be his home for his life or, at all events, his home as long as he wished it to remain his home. It seems to me, in the light of that equity, that the father could not in 1932 have turned to his son and said: “You are to go. It is my land and my house.” Nor could he at any time thereafter so long as the son wanted it as his home.”

13. Mr. Missick submits that the Claimant, Randa Gaitor, asserts her rightful ownership of the property based on the agreement with Mrs. Woodside and subsequent payments made in compliance with that agreement. It is also submitted that the Claimant seeks the court's intervention to ensure the proper transfer of the property or appoint someone to convey the property to her, Randa Gaitor, in accordance with **Section 28 of The Supreme Court Act**.

Defendant's Submission

14. Mr. Norwood Rolle (“Mr. Rolle”), appearing as Counsel for the Defendant, objects to the Claimant's ownership of the property claim. Mr. Rolle is relying on **the Halsbury Laws of England, 4ed. Volume 9 paragraph 218** which states:

“Of the classes originally laid down in the Statute of Frauds there are still two classes in which, in order to be enforceable, an oral contract must be evidenced by a written memorandum signed by the party to be charged or his duly authorised agent. There are (1)...and (2) a contract for the sale or other disposition of land or any interest in land” and for this latter proposition of the law the learned authors rely on the s.4 of the Statute of Frauds.”

15. Mr. Rolle is also relying on **Section 4 of the Statute of Frauds** which states:

“Noe action shall be brought whereby to charge any executor or administrator upon any special promise to answer damages out of his own estate or whereby to charge the defendant upon any special promise to answer for the debt default or miscarriages of another person or to charge any person upon any agreement made upon consideration of marriage or upon any contract or sale of lands tenements or hereditaments or any interest in or concerning them or upon any agreement that is not to be performed within the space of one year from the making thereof unless the agreement upon which such action shall be brought or some memorandum or note thereof shall be in writing and signed by the partie to be charged therewith or some other person thereunto by him lawfully authorised.”

16. Mr. Rolle concluded that the Claimant is not the rightful owner of the said property as the averment does not amount to a valid agreement as it is not in writing.

Law

17. The **Halsbury’s Law of England Estoppel (Volume 47 (2021) Fifth Edition at page 397** provides where the doctrine of Proprietary Estoppel may be used, it is stated:

“Where the representation is a promise that the promisee will inherit property, proprietary estoppel may be used to give effect to the promise notwithstanding that the statutory formalities for making a testamentary disposition have not been complied with.”

18. In **Thorner v Major and others 12 ITELR 62 [2009] UKHL 18**, Lord Walker of Gestingthorpe stated at paragraph 29:

“Nevertheless most scholars agree that the doctrine [proprietary estoppel] is based on three main elements, although they express them in slightly different terms: (1) a representation or assurance made to the claimant; (2) reliance on it by the claimant; (3) and detriment to the claimant in consequence of his (reasonable) reliance.

Discussion and Analysis

Whether the Section 4 of the Statute of Frauds is applicable in this matter.

19. Section 4 of the Statute of Frauds explicitly states that no action may be brought against an executor or administrator in relation to a contract or sale of land unless the agreement, or some memorandum or note thereof, is in writing and signed by the party to be charged. However, this provision may be challenged through the doctrine of proprietary estoppel. Consequently, it is for the Court to determine whether all three essential elements of the doctrine of proprietary estoppel have been satisfied.

Findings of Fact

20. In 1998, the Claimant engaged in discussions with Mr. Joseph Woodside and Mrs. Iva Woodside regarding the purchase of Lot No. 79 in the subdivision known as "West Ridgeland" (hereinafter referred to as "the property"). Subsequently, an appraisal conducted in 1999 valued the property at \$39,000.00. Mr. Joseph Woodside agreed to sell the property to Randa Gaitor for the appraised price; however, he passed away on 4th October 2001 before the sale agreement could be finalized.

21. On 19th July 2004, the Claimant entered into a written agreement with Iva Woodside to purchase the property in fee simple for \$31,000.00. In accordance with the agreement, all payments were made to Marinetta Rolle, the authorized agent. The Claimant fulfilled all payment obligations under the purchase agreement on 29th December 2009.

22. In or about January 2010, the Claimant obtained the original Title Deed from Mrs. Marinetta Rolle. However, upon review, she became concerned as the Deed remained in the name of the deceased, Mr. Joseph Woodside. Seeking legal guidance, she consulted Mrs. Alecia Bowe, who advised that the Mrs. Woodside would need to obtain Letters of Administration to administer the estate.

23. Mrs. Iva Woodside was granted Letters of Administration on 30th July 2014. Following this, Mrs. Bowe informed Mrs. Woodside that Mr. Shadrack Woodside, the brother of the late Joseph Woodside, had agreed to execute the conveyance to transfer the property to Ms. Randa Gaitor.

24. Subsequently, Mrs. Alecia Bowe drafted a Renunciation of Dower and an Assenting Conveyance, both of which were executed by Mrs. Iva Woodside. Additionally, Mrs. Bowe prepared a Conveyance for execution by Mr. Shadrack Woodside; however, he passed away on 22nd April 2015 before signing the document.

25. On 10th August 2015, the children of Mr. Shadrack Woodside were granted probate of his estate. Although the West Ridgeland property was not included in Mr. Shadrack Woodside's Will, his Executor refused to execute the conveyance transferring the property to Ms. Randa Gaitor. However, Mr. Shadrack Woodside's Executor demanded \$20,000.00 to have the property conveyed to Ms. Randa Gaitor.

26. On 18th October 2016, the Claimant encountered the daughter of Mr. Shadrack Woodside and another individual conducting an appraisal of the property. The Claimant requested that they vacate the premises.

27. Subsequently, on 1st May 2017, the same daughter of Mr. Shadrack Woodside visited the Claimant and attempted to deliver documents to her. On that same day, an unidentified woman also visited the Claimant's residence and left an eviction notice on her door. The notice, dated 1st May 2017, was signed by the Defendant, identifying herself as the "owner of the property."

Doctrine of Proprietary Estoppel

28. The Doctrine of Proprietary Estoppel is established once the Claimant satisfies the three elements set forth in *Thorner v Major and Others* [2009] UKHL 18, 12 ITELR 62.

Assurance made to the Claimant

29. The Claimant was assured that the property, Lot No. 79 West Ridgeland, would be sold to her pursuant to an oral agreement made between herself, Randa Gaitor, and Mr. and Mrs. Woodside. However, following the passing of Mr. Woodside, the agreement was not executed. Subsequently, Mrs. Woodside, as the assumed owner of her late husband's estate, drafted and executed a formal agreement for sale with Ms. Randa Gaitor for the property located at Lot No. 79 West Ridgeland.

Reliance on the assurance

30. The agreement between Mrs. Woodside and Ms. Randa Gaitor stipulated that the purchase price of the property was \$31,000.00. Pursuant to the agreement dated 19th July 2004, the Claimant commenced making payments to Mrs. Marinetta Rolle. These payments continued until 29th December 2009, at which point the Claimant had fulfilled her obligations under the agreement.

Detriment to the Claimant

31. Since 29th December 2009, the deed to the property has not been conveyed to the Claimant as stipulated in the agreement, despite the Claimant having fulfilled her obligations by making the requisite payments.

32. The Claimant has met the three essential elements of the doctrine of proprietary estoppel and should therefore be recognized as the legal owner of Lot No. 79, West Ridgeland.

33. In the circumstances, the Claimant succeeds in this action for possession and the Defendants' Defence under the Statute of Frauds Act Section 4 fails.

34. The Court makes the following Orders:

- a. An Order preventing the Defendant, his servants and or agents from entering or using the Claimant's property.
- b. An Order that extinguishes the Defendant's title to the property described herein.
- c. An Order that the Claimant is the fee simple owner of the property.
- d. The Defendant shall pay the Claimant costs, to be taxed if not agreed.

Senior Justice Deborah Fraser

Dated this 26th day of February 2025