

**IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX
APPELLATE DIVISION**

ISIDORE GRILES,)
Plaintiff/Appellee,) **D.C. CIV. APP. NO. 1999/012**
)
v.) Re: T.C. CIV. NO. 707/1992
)
HENRY C. GRILES, ELAINE GRILES,)
ETLA GRILES, ROSE GRILES,)
CLARICE GRILES, VICTOR GRILES,)
DORIS GRILES RICHARDS,)
FLORENCE GRILES CREDLE, and)
ALLAN A. CHRISTIAN,)
Defendants/Appellant.)

On Appeal from the Territorial Court of the Virgin Islands

Considered: December 7, 2000

Filed: May 31, 2001

BEFORE: **RAYMOND L. FINCH**, Chief Judge, District Court of the Virgin Islands; **THOMAS K. MOORE**, Judge of the District Court of the Virgin Islands; and **RHYS S. HODGE**, Judge of the Territorial Court of the Virgin Islands, Sitting by Designation.

APPEARANCES:

Allan A. Christian, Esq.
St. Croix, U.S. Virgin Islands
Pro Se Appellant,

Natalie Nelson, Esq.
Frank Padilla, Esq.¹
St. Croix, U.S. Virgin Islands
Attorneys for Appellee.

¹ On July 19, 1999, Frank Padilla, Esq. filed a brief titled "Response of Appellee" and an appendix on behalf of Isidore Griles. Isidore Griles' subsequent counsel, Natalie Nelson, Esq., also filed a "Brief of Appellee" on February 11, 2000. As such, there are two briefs for appellee, and they will be cited as "Response of Appellee-Padilla" and "Brief of Appellee-Nelson".

OPINION OF THE COURT

PER CURIAM

This appeal arose out of an action to quiet title in real property located at No. 29 Strand Street, Frederiksted, St. Croix, U.S. Virgin Islands ("Plot 29"). The following issues are presented for appellate review:

- 1) Whether there was an attorney/client relationship between Allan A. Christian, Esq. ("Christian" or "appellant") and Isidore Griles, and, if so, whether that relationship was breached by Christian's failure to disclose his alleged ownership interest in Plot 29.
- 2) Whether the Purchase Agreement between Andrew Griles and Christian, coupled with payments from Christian to Andrew Griles, created a legal and equitable ownership interest in Plot 29.
- 3) Whether appellee, Isidore Griles, acquired ownership of Plot 29 by adverse possession within the meaning of V.I. CODE ANN. tit. 28, § 11.

For the reasons stated below, this Court will affirm, on other grounds, the order of the trial court finding that Isidore Griles is entitled to full, absolute and exclusive title to Plot 29.

I. FACTS AND PROCEDURAL HISTORY

In a deed of gift dated June 30, 1913 and recorded on July 10, 1913, Cornelius Griles ("Cornelius") conveyed Plot 29 to his four sons: Julius, Terrence, Andrew and Henry Griles

to hold in equal shares and possess with full right of ownership on the following conditions and terms set forth hereinabove:

a. Full and unlimited use and benefit and income of this property reserved for myself.

b. The shares belonging to the Donees . . . not yet of age shall be exempted and excluded from any and all administration and control of the Upper Guardian and the public authorities.

I hereby declare this property to be the property of my four children in equal shares to hold and possess with full right of ownership on the condition and terms set forth.

Excepting that the Donees shall tolerate and respect my father Julius Ferdinand Griles is entitled to full use and benefit during his lifetime and that this use and benefit be reserved for myself after he has departed this life.

This life interest of Cornelius Griles is OPEN of Record Appear.

(Title Search of Jan. 22, 1970, at 1-2.)² Isidore Augustine Griles ("Griles" or "appellee") was born in 1915, after the transfer of Plot 29 to his four older brothers. (Brief of Appellee-Nelson at 6.) Despite this fact, Griles argued that Cornelius always told him that he was a "part owner" of Plot 29.

On January 16, 1934, Henry Griles ("Henry") died leaving no spouse or children to inherit his interest in Plot 29. Henry's one-fourth share in Plot 29 reverted to his father, Cornelius.³

² A "life interest" is "[a] claim or interest in real or personal property, not amounting to ownership, and limited by a term of life, either that of the person in whom the right is vested or that of another." BLACK'S LAW DICTIONARY 924 (6th ed. 1990).

³ Pursuant to the law of descent and distribution in effect at the time, the surviving parent of a son who died intestate leaving no surviving
(continued...)

Cornelius died on August 14, 1948, leaving five sons (Terrence, Julius, Andrew, Isidore, and another son named Henry C. Griles) and three daughters (Etila and Clarice Griles, and Doris Griles Richards). Terrence Griles died on February 7, 1956, and was survived by a daughter, Elaine Griles, who is presumed dead. (Appendix of Appellant ("App. of Appellant" at 55.) Julius Griles (also referred to as "Buds") died on August 2, 1970 and was survived by a daughter, Rose Griles, who was named as a defendant in the action below, but could not be located. (Response of Appellee-Padilla at 1). Andrew Griles died on March 7, 1976 leaving his wife, Theresa Griles, who subsequently died on August 24, 1988, a daughter, Florence Griles Credle, and a son, Victor Griles. Therefore, the heirs of the grantees were Isidore, Henry C., Etila, Rose, Elaine, Clarice and Victor Griles, Doris Griles Richards, and Florence Griles Credle.⁴

The legal battle for Plot 29 began in an action to quiet title (Civil No. 903/1989) filed in 1989 by Allan A. Christian, Esq.

³(...continued)
issue or spouse took the whole of the son's estate. See Code of St. Croix, tit. II, ch. 16, § 1(2) (1921) (current version at 15 V.I.C. § 84(3) (Michie 1996 & Supp. 2000)).

⁴ Elaine Griles could not be located and is presumed dead. Rose Griles also could not be located. Accordingly, on August 14, 1995, the trial judge ordered that service of process on defendants Rose and Elaine Griles be made by publication, and further ordered that copies of the complaint and summons be sent to said defendants via certified mail, return receipt requested. The summons was published in the St. Croix Avis on 8/20, 8/27, 9/3, 9/10, 1995.

("Christian" or "appellant"). That action against Julius, Terrence, Andrew and Henry Griles, as well as all other persons claiming title to Plot 29, was subsequently dismissed because Christian thought he "would [have] been able to resolve this with Mr. Griles without having a suit pending against him or anyone else", but "that never happened." (App. of Appellant at 130.) Christian, the son of Isidore Griles' half sister, Esther Adams Christian, alleged that in 1969 he executed an agreement to purchase Plot 29 from his uncle, Andrew Griles, and that he is entitled to Andrew's interest in at least one-fourth of Plot 29.⁵

Subsequently, in 1992, Griles brought the action below (Civ. No. 707/1992) to quiet title in Plot 29 on a theory of adverse possession. Christian, the only defendant to answer Griles' complaint, denied Griles' claims of ownership in Plot 29 and counterclaimed alleging that he was the owner of that property pursuant to the doctrines of equitable conversion and adverse possession. Because Plot 29 was jointly owned by four brothers who are now deceased (including Andrew Griles), Christian sought a judgment from the trial court declaring him the sole owner of Plot

⁵ Esther Adams Christian was the half sister of Isidore and Andrew Griles. Appellee clarified this fact in response to Christian's assertion at trial that the complaint below was defective because it failed to name persons who should have been joined as heirs of Terrence Griles, namely the estate of Esther Adams Christian. Terrence, Julius ("Buds") and Henry Griles were neither related to Esther Adams Christian, nor to appellant, Christian. (See Response of Appellee-Padilla at 9.)

29. (*Id.* at 18-19.) The trial court ruled in favor of Griles on his claim of adverse possession, and dismissed Christian's counterclaim. Christian moved for reconsideration, and that motion was denied. The instant appeal followed.

II. DISCUSSION

A. Jurisdiction and Standards of Review

This Court has appellate jurisdiction to review judgments and orders of the territorial court in all civil cases. See 4 V.I.C. § 33; Section 23A of the Revised Organic Act of 1954.⁶

In all actions tried upon the facts without a jury, the court shall find the facts specially and state separately its conclusions of law thereon. FED. R. CIV. P. 52(a). Therefore, this appellate body must first determine whether the trial judge's findings of fact were sufficient to inform this Court of the bases for its decision. (See App. of Appellant at 208-15.) We find that the trial court addressed each element of proof, and the record is adequate for review.

Typically, we review the denial of a motion for reconsideration for abuse of discretion; however, where the denial is based on the interpretation or application of a legal principle,

⁶ The Revised Organic Act of 1954 is found at 48 U.S.C. § 1613a (1994), reprinted in V.I. CODE ANN., Organic Acts, 73-177 (codified as amended) (1995 & Supp. 2000) (preceding V.I. CODE ANN. tit. 1) ["Revised Organic Act"].

we exercise plenary review. *Gov't of the Virgin Islands v. Sun Island Car Rentals, Inc.*, 819 F.2d 430, 433 (3d Cir. 1987); *Glasser v. Gov't of the Virgin Islands*, Civ. No. 1993/214, 1995 WL 610614, at *2 (D.V.I. 1994). Adverse possession claims are usually mixed questions of law and fact. 3 AM. JUR. 2D *Adverse Possession* § 321 (1986).⁷ "Findings of fact shall not be set aside unless clearly erroneous and due regard shall be given to the opportunity of the territorial court to judge the credibility of the witnesses." 4 V.I.C. § 33; FED. R. CIV. P. 52(a); *Donohue v. Lynch*, No. 1997/146, 1998 U.S. Dist. LEXIS 16228, at *4-5 (D.V.I. App. Div. Oct. 9, 1998).

B. There was an Attorney/Client Relationship Between Christian and Griles, and That Relationship was Breached by Christian's Failure to Disclose His Claim to an Ownership Interest in Plot 29.

On April 25, 1985, unaware that his nephew, Christian, was claiming an interest in Plot 29, Griles went to Christian for legal assistance in changing the name on the property tax records from Henry Griles to Isidore Griles. Griles paid Christian the sum of One Hundred Dollars (\$100.00) for a title search. (App. of Appellant at 63; Appendix of Appellee ("App. of Appellee") at 19.) Griles testified that at no time during that 1985 meeting did

⁷ Ordinarily, the jury determines whether facts exist that constitute adverse possession, and whether those facts are sufficient to constitute adverse possession is a question of law for the court. 3 AM. JUR. 2D *Adverse Possession* § 321 (1986).

Christian state that he had purchased Andrew's interest in Plot 29. Griles further alleged that he never received a title search from Christian, but because he considered Christian's alleged suggestion of a property auction to be "degrading" to "the legacy of [his] grandfather," Griles simply paid the fee, left Christian's office, and had no further contact with Christian to enquire about the title search. (App. of Appellant at 79-80.) Griles, therefore, contends that Christian attempted to "hoodwink" the court by submitting a recently prepared letter to Griles with an altered date of May 14, 1985 which purportedly included a title search of Plot 29. (Response of Appellee-Padilla at 5; App. of Appellant at 64.) Then, in a letter dated December 15, 1989, Christian wrote to Griles:

Dear Uncle Isidore:

During mid-1960 Uncle Andrew signed an agreement to sell me 29 Strand Street and I enclose a copy of that agreement for your information.

I need your assistance to reach any of Julius' heirs whom you may know.

My best regards to you and the family.

(App. of Appellant at 146.)

Christian contends that there was no attorney/client relationship, because he "order[ed] a title search for [Griles], as a favor, from the Land Title and Trust Co., Inc." (Brief of Appellant at 16.) At trial in 1996, the judge attempted to clarify

the substance of Griles and Christian's discussion during their meeting in 1985:

THE COURT: Did you at that time, sir, when Mr. Griles went to see you in your office back in 1985, did you, sir, advise him that you had an interest in this very piece of property?

THE WITNESS: I don't recall doing that, your Honor.

THE COURT: Are you aware that you had an ethical responsibility to inform Mr. Griles that you had an interest in this property?

THE WITNESS: Well, I would say yes, particularly if he was interested in acquiring the property. I would accept his testimony as to what he came to me for was to get his name on the tax bill. I don't recall precisely what we discussed.

At some point he learned of my interest in it. But, at that point, during the discussion when he asked me to assist him with whatever it is I was to [have] done with him, I certainly agree with the Court, yes.

THE COURT: Well, did you comply with your ethical responsibility? That is my question.

THE WITNESS: I cannot tell the Court if I did or if I did not. I don't remember the discussion. I know it was very pleasant. That's all I can remember. I had no problems with Mr. Griles at all.

THE COURT: Why do you believe you should be granted title to Lot No. 29?

THE WITNESS: I don't believe I should be granted title to Plot 29, your Honor. I believe I should be granted title to the interest of Mr. Andrew Griles. I am not seeking title in Plot 29, just so much that Andrew Griles owned.

(App. of Appellant at 132-34.) This Court finds that there is sufficient factual support for the trial judge's ethical concerns.

The facts are that Griles went to Christian seeking legal assistance in having his name placed on the tax records for Plot 29, and Christian advised Griles that a title search would have to be done. Christian charged Griles a fee of \$100.00. Griles paid the fee and presented his receipt of payment as evidence before the trial court.

With this evidence before the court, the trial judge raised ethical concerns about Christian's conduct in light of the American Bar Association's Model Rules of Professional Conduct, Rule 1.7 which provides in relevant part that "[a] lawyer shall not represent a client if the representation of that client may be materially limited . . . by the lawyer's own interests unless: (1) the lawyer reasonably believes the representation will not be adversely affected; and (2) the client consents after consultation. . . ." The trial court also relied upon Disciplinary Rule 5-101(A) which provides that "[e]xcept after full disclosure, a lawyer shall not accept employment if the exercise of his professional judgment on behalf of his client will be or reasonably may be affected by his own financial, business, property, or personal interests."

This Court affirms the trial judge's finding that there was an attorney/client relationship between Christian and Griles. The trial judge expressed well-founded concern that Christian performed a title search on Plot 29 for Griles, but neglected to disclose his

own asserted interest in that property. The trial judge also noted that Christian knew Griles wanted his name on the property tax bills, presumably to pay the bills, yet failed to disclose his conflicting interest in the property. When asked by the trial judge whether he had paid taxes since 1989, Christian testified:

THE WITNESS: On that property? The property, no your Honor. No. I tried to pay it one year and found out that it had been paid. And, I also tried several times and found out that it had been paid and I couldn't pay it. They won't accept a double payment. I think it would just be a payment for me to show--

THE COURT: Well, when did you try to pay this?

THE WITNESS: I believe I tried this through Mr. Farchette. I asked him--I called him and I asked him if the property taxes had been paid on the property.

THE COURT: When was this, sir?

THE WITNESS: I don't remember the year, your Honor. It may have been some time after the storm. I don't remember. If I tell you a--you a certain day I would be lying to the Court.

(App. of Appellant at 134-35.) Based upon the evidence presented, this Court will affirm the trial judge's finding that there was an attorney/client relationship, and that Christian's "conduct create[d] at least the appearance that [he] intended to allow Griles to mistakenly pay taxes on property that Christian purportedly owned." (*Id.* at 213.)

C. The Trial Court Did Not Err In Finding That Christian Failed To Present Sufficient Evidence To Support His Claim Of Equitable Conversion Based Upon The Purchase Agreement.

Under a theory of equitable conversion, a purchaser becomes the equitable owner of the land upon execution of the contract, and the seller retains legal title merely as security for payment of the unpaid purchase money. See, e.g., *Ransom v. Marrazzo*, 848 F.2d 398, 407 (3d Cir. 1988) (citation omitted); *Zitzelberger v. Salvatore*, 458 A.2d 1021, 1022 (Pa. Super. 1983).

The agreement to purchase prepared by Christian and titled "Contract of Sale and Purchase of Realty" provides in pertinent part:

1. THIS AGREEMENT, made this day of May, 1969 by and between ANDREW H. GRILES, of 131 Saint Nicholas Ave., New York, N.Y. 10026, as Seller and ALLAN A. CHRISTIAN, of Frederiksted, St. Croix, Virgin Islands, as Buyer.

2. WHEREBY IT IS AGREED that the Seller will convey to the Buyer and the Buyer will purchase from the Seller, upon the terms and conditions herein set forth, the real property situated on the Island of St. Croix, in the United States Virgin Islands, to wit[]:

No. 29 Strand Street
Frederiksted, St. Croix
US Virgin Islands

3. TOGETHER with the hereditaments, appurtenances and tenements thereunto belonging.

4. THE PRICE of the Seller's interest in the plot herein is Ten Thousand Dollars (\$10,000.00), payable as follows: Five Hundred has been paid as a binder and part payment, the receipt of which is hereby acknowledged; One Thousand Dollars (\$1,000.00) will be paid on or before 1 August 1969; the balance of \$8,500.00 will be paid on or before 15 December, 1969.

5. IT IS expressly agreed that Seller will execute a Quit Claim Deed upon the payment of the purchase price

herein.

6. IT IS expressly agreed that in event of default by the Buyer as provided herein Seller may retain all payments made and is entitled to specific performance. Buyer is in default if payment isn't made within thirty days when payment is due without notice whatsoever from Seller. Seller is in default if he refuses to comply with the terms hereof and agrees that Seller is entitled to specific performance.

(App. of Appellant at 20.) This agreement was recorded in the Real Property Register on St. Croix, Virgin Islands on June 9, 1969.

(*Id.* at 21.) Christian testified at the bench trial in February 1996:

I agree to pay him \$10,000, and submitted periodic payments to him.

The evidence of the canceled checks were kept together in a box; and during the storm Hugo, all of the stuff was wet and deteriorated, had to be thrown away. I managed to find a cancel check indicating one payment for a thousand dollars and some letters indicating a receipt of the money sent to my uncle, Andrew Griles . . .

I therefore claim that I am entitled to the interest of Andrew Griles. We did not procure a document of title, a deed or anything else from him because at the time I believe I was in school again and he died and the matter rested there until this matter came up. And, so I assert my right under the agreement to acquire the interest of Andrew Griles pursuant to the contract.

(*Id.* at 46, 53.)

The only evidence of payment Christian was able to produce was a check dated December 13, 1969 in the amount of \$1,000.00, (*id.* at 104, 191), and a letter allegedly written by Andrew Griles

acknowledging receipt of \$500.00. (*Id.* at 105.) Christian introduced four letters into evidence:

One dated August 1, 1969, indicating that a check of a thousand dollars was sent. Another one dated April 18, 1969, communicating with him about the selling of the property to me, thanking him for his decision for selling it to me.

Another letter dated March 11th, telling him that I had tried to reach the other co-owner who he referred to as "Uncle Bud". I think his name was Julius Griles. And, the May 18, 1969 letter transmitting the contract, and a check of \$500 as a binder and part payment.

(*Id.* at 106-07, 153-57.) Although Christian alleges that he paid the full purchase price for Plot 29, he never obtained the deed because he was away at school at the time the payments were completed, and "in trying to make a living," he simply never pursued it. (*Id.* at 136.)

Isidore Griles contends, on the other hand, that the \$1,000.00 check paid to the order of Andrew Griles, is not evidence of an alleged sale, because that check was endorsed by Theresa Griles, who was not the payee. (Response of Appellee-Padilla at 6; App. of Appellant at 108-09.) In short, Griles contends that Christian failed to provide clear and convincing evidence of payment in full.

Having weighed the credibility of the witnesses, the trial court found that:

Even assuming the validity of the purchase agreement in this case, however, Christian cannot expect equity to recognize any interest where he has presented no credible evidence that he ever paid the full purchase price. Even if the Court were to accept his testimony that the \$1,000

check in evidence was payment toward the purchase price, Christian has not adequately explained his failure to obtain a deed from Andrew Griles after he purportedly paid the full purchase price. Moreover, if Christian considered himself either the legal or equitable owner of the property, then it is inexplicable that he did not reveal his interest to Isidore Griles when he reported the results of his title search. These inconsistencies are too significant to ignore. The Court thus concludes that based on the evidence presented at trial, Christian has no legal or equitable interest in the property.

(App. of Appellant at 213.) The facts presented are squarely behind the trial court's ruling, and this Court will affirm the dismissal of Christian's counterclaim which was based upon the doctrine of equitable conversion.

D. Appellee, Isidore Griles, is Entitled to Full and Exclusive Title and Possession of Plot 29 Strand Street, Frederiksted.

Isidore Griles commenced this action on July 1, 1992 seeking to quiet title to Plot 29. On August 18, 1992, Christian filed an answer denying Griles' interest in said property, and asserting his right to Plot 29 on theories of equitable conversion and adverse possession. Having addressed Christian's equitable conversion claim in Section C of this discussion, this Court will now focus upon Griles' and Christian's claims of adverse possession.

Adverse possession under the Virgin Islands Code is defined as "the uninterrupted, exclusive, actual, physical adverse, continuous, notorious possession of real property under claim or color of title for 15 years or more . . ." 28 V.I.C. § 11. The trial judge analyzed of the merits of Griles' claim of adverse

possession, and found that he was entitled to full and exclusive title to Plot 29. While we affirm Griles' ownership interest in Plot 29, we do so on other grounds, because Griles failed to prove the elements of adverse possession.

For example, there was no evidence that Griles' possession was adverse or hostile. Griles testified that he notified his brothers, the record title holders of Plot 29, that he intended to take the property and assume the tax obligations, and they did not object. The Pennsylvania Supreme Court has held that "(w)here the possession, at its inception, is permissive the statute will not begin to run against the real owner until there has been some subsequent act of disseizin [sic] or open disavowal of the true owner's title The burden is upon the person claiming by adverse possession to establish when his adverse holding began." *Moser v. Granquist*, 66 A.2d 267, 268 (Pa. 1949) (citations omitted); see *Roman v. Roman*, 401 A.2d 361 (Pa. 1979); cf. *Gee v. CBS, Inc.*, 471 F. Supp. 600, 655 (E.D.Pa.), *aff'd mem.*, 612 F.2d 572 (3d Cir. 1979) ("hostility" means that true owner has not consented to the possession). Moreover, assuming *arguendo* that Griles was a cotenant,

adverse possession, if by a coheir or cotenant, does not begin to run until there is an actual ouster of the other heirs, or some clear, unequivocal act or declaration by the coheir or cotenant in possession, brought home to the remaining coheirs and cotenants, showing a claim of

exclusive ownership of the whole, amounting to, or the equivalent of, an ouster of the other coheirs and cotenants.

Commercial Union Assurance Co. v. Pucci, 523 F. Supp. 1310, 1315 (W.D.Pa. 1981) (quoting *Hanley v. Stewart*, 39 A.2d 323, 328 (Pa. Super. 1944)). On this element alone, Griles' claim must fail.

On September 29, 1992, Victor Griles conveyed all of his right, title and interest in Plot 29 to his uncle, Griles. (*Id.* at 38.) Then, on November 30, 1992, that quitclaim deed was filed with the Recorder of Deeds on St. Croix. Christian moved to cancel that quitclaim deed because Andrew Griles had already conveyed that interest to Christian in 1969, depriving Victor Griles of any "proprietary right [] or interest in [P]lot 29" to convey. (Notice, Mot. and Mem. for Cancellation of Quit Claim Deed at 2.) The trial judge denied Christian's motion for cancellation on September 1, 1993. Then, in May and June 1995, Victor Griles, Florence Griles Credle and Doris Griles Richards executed sworn consents releasing unto Isidore Griles any and all right, title or interest they have or may have in and to Plot 29. The fact that the individuals having an interest in Plot 29 either did not respond to the complaint or conveyed their respective interests to Griles, coupled with the court's finding that Christian had not presented sufficient evidence in support of his counterclaims, was all that was required to quiet title in Griles.

With regard to Christian's counterclaim of ownership on a theory of adverse possession, the trial court found that he had failed to meet his burden of establishing the elements thereof by clear and convincing evidence. Virgin Islands Code establishes "'actual possession', and not mere 'assertions' or 'claims' of possession, [as] the controlling factor in establishing adverse possession of property." *Fleming v. Frett*, 33 V.I. 58, 64 (Terr. Ct. 1995); 28 V.I.C. § 11. A review of the transcript indicates that the trial court did not err in finding that Christian had failed to present any evidence in support of his adverse possession claim. Finally, the trial judge's finding that Christian's failure to disclose his interest in Plot 29 to Griles in 1985 negated the open and notorious elements needed for adverse possession is not clearly erroneous. The nature of Christian and Griles' relationship in 1985 was discussed *supra* in Section B.

This Court affirms the trial judge's ruling quieting title to Plot 29 in Isidore Griles. We do so, however, on the basis of the various conveyances by those having interests in the property, as well as those whose interests were extinguished by publication, and not on the basis of adverse possession.

III. CONCLUSION

For the reasons stated, we find no abuse of discretion in the

trial judge's denial of Christian's motion for reconsideration. This Court will affirm, on other grounds, the decision of the Territorial Court that Isidore Griles is entitled to full, absolute and exclusive title to Plot 29, Strand Street, Frederiksted, St. Croix. The Court will further affirm the trial judge's dismissal of Allan A. Christian's counterclaim.

ENTERED this 31 day of May 2001.

A T T E S T:
WILFREDO F. MORALES
Clerk of the Court

/s/

By: Deputy Clerk