

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX

ERICK BRICE d/b/a INDUSTRIAL AND)
ELECTRICAL INSTRUMENTATION, INC.,)
)
Plaintiff,)
)
v.)
)
MURIEL DOWELL, DORA DOWELL,)
ANY AND ALL PERSONS UNKNOWN)
CLAIMING ANY RIGHT, TITLE, ESTATE,)
LIEN OR INTEREST IN REAL PROPERTY,)
)
Defendants.)

CIVIL CASE NO. SX-13-CV-139

ACTION FOR QUIET TITLE.

MEMORANDUM OPINION

THIS MATTER came on for Hearing on the merits of Plaintiff's Complaint¹ on March 13, 2017, default having been entered against the named Defendants by the Clerk of the Court on March 3, 2015. Plaintiff appeared through Erick Brice, its president and treasurer, and its attorney, Martial A. Webster, Sr., Esq. No Defendant appeared. Plaintiff presented evidence through Erick Brice, including the introduction of various exhibits. As a result of the evidence presented at the hearing, the Court makes the following:

FINDINGS OF FACT

1. Plaintiff Industrial and Electrical Instrumentation, Inc. ("IEI") was grantee of a Warranty Deed ("1994 Deed"), recorded September 2, 1994 in the Office of the Lieutenant Governor, Recorder of Deeds, at PC 521, page 104, as Document number 5277/1994 (Hearing Exhibit 8), wherein Defendant Dora E. Dowell was grantor, relating to real property located in St. Croix, U.S. Virgin Islands, legally described as:

Plot 181-C of Estate Two Brothers, Smithfield and Hesselberg, West End Quarter, consisting of 0.4860 U.S. acre, more or less, as more fully shown on PWD Drawing No. 2605, dated June 19, 1969 ("the Property").

¹ At the Hearing, Plaintiff's counsel conceded that the Plaintiff real party in interest is Industrial and Electrical Instrumentation, Inc., a Virgin Islands corporation. (Hearing testimony of Erick Brice.)

2. Defendant Dora E. Dowell became owner of the Property by Warranty Deed ("1985 Deed"), recorded September 17, 1985, at PC 207, page 173, as document number 4703/1985. The 1985 Deed from Martha L. David, as grantor, named both Defendant Dora E. Dowell and her daughter, Defendant Muriel Dowell, as grantees, as tenants in common. (Hearing Exhibit 1.)

3. Defendant Dora E. Dowell sought to qualify for a mortgage in order to construct a residence on the Property and learned for the first time that her daughter was a co-owner. Because Defendant Dora E. Dowell never intended to own the Property jointly with her daughter, she returned to the grantor of the 1985 Deed, Martha L. David, who executed a Corrective Deed, recorded January 27, 1992, PC 417, page 84, as Document number 345/1992, "to correct the public records." Martha L. David executed and delivered the Corrective Deed to Dora E. Dowell, stating that as the 1985 Deed "was executed to Tenants in Common in error, I hereby correct such Warranty Deed and grant said property to Dora C. Dowell as her sole and separate property." (Hearing Exhibit 2.)

4. Recorded with and attached to the Corrective Deed is an Affidavit of Dora C. Dowell wherein she stated that "I did not intend my daughter's name, Muriel Dowell, to be stated on the Deed as an owner of the property.... Muriel Dowell is not a co-owner and the original deed was executed in error. I should be the only owner named on the deed from Martha L. David, Grantor of Plot 181-C of Estate Two Brothers, Smithfield and Hesselberg." (Hearing Exhibit 3.)

5. By Standard Land Purchase Agreement dated June 8, 2011, Plaintiff Erick Brice (Seller) agreed to sell the Property to Joshua James (Buyer). (Hearing Exhibit 6.) However, communication from the attorney for Frederiksted Federal Credit Union, the prospective purchase money lender, advised that legal title to the Property, in the opinion of its title company, was held by Plaintiff IEI (1/2 interest) and Muriel Dowell (1/2 interest). (Hearing Exhibit 4.)

6. Upon receiving the 1994 Deed, IEI, through Erick Brice, took actual and exclusive possession of the Property and began and has continued to pay property taxes on the Property, and cleaned, fenced and gated the Property. IEI has continuously maintained physical possession and control of the Property under claim of ownership, adverse to claims of all other persons, and held it out to neighbors and all others as its own, without interruption, from its receipt of the 1994 Deed to the present, a period of more than 23 years. During that period, notwithstanding the 2011 title report referenced above, neither Muriel Dowell nor any other person has ever challenged or disputed IEI's right to exclusive possession or ownership of the Property. (Hearing testimony, E. Brice.)

7. Despite legally sufficient service of process against Defendants Dora C. Dowell, Muriel Dowell, and any and all persons unknown claiming any right, title, estate, lien or interest in the Property, neither named Defendant nor any other person has appeared in this action to challenge Plaintiffs' claims or to dispute the claim of IEI of its uninterrupted, notorious physical possession of the Property adverse to the claims of all other persons from its receipt of the 1994 Deed.

8. Based on the presentation of clear and convincing evidence, Plaintiffs have established that Industrial and Electrical Instrumentation, Inc. has had uninterrupted, exclusive,

actual, physical, continuous and notorious possession of the Property, adverse to any claims of Muriel Dowell, Dora C. Dowell and all other persons, since September 1994.

On the basis of the foregoing, the Court makes the following

CONCLUSIONS OF LAW

1. Plaintiff Industrial and Electrical Instrumentation, Inc. became owner in fee simple of a 50% interest in Plot 181-C Estate Two Brothers, Smithfield and Hesselberg, West End Quarter No., Frederiksted, St. Croix V.I. by virtue of Warranty Deed from Defendant Dora C. Dowell, recorded September 2, 1994; and

2. Plaintiff Industrial and Electrical Instrumentation, Inc. is conclusively established as the owner in fee simple of the entirety of Plot 181-C Estate Two Brothers, Smithfield and Hesselberg, West End Quarter No., Frederiksted, St. Croix V.I. by virtue of its adverse, uninterrupted, exclusive, actual, physical, continuous and notorious possession, under claim or color of title, for more than 15 years, pursuant to V.I. Code Ann. tit. 28, § 11.

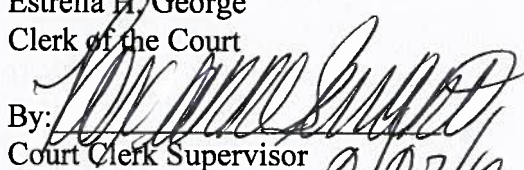
A Judgment Order consistent with this Memorandum Opinion will issue herewith.

DATED: February 26, 2018.


DOUGLAS A. BRADY, JUDGE

ATTEST:

Estrella H. George
Clerk of the Court

By: 
Court Clerk Supervisor

2/27/18