

REPUBLIC OF TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

Claim No. CV2017-00938

Between

DEBRA PHILLIP

CLAIMANT

And

ANGELA PLACIDE

FIRST DEFENDANT

JANET PIERRE

SECOND DEFENDANT

ROBERT LEWIS

THIRD DEFENDANT

AUSTIN LEWIS

FOURTH DEFENDANT

AUGUSTUS VELLIS LEWIS

FIFTH DEFENDANT

AMBROSE ANDREWS LEWIS

SIXTH DEFENDANT

GABRIEL IRWIN LEWIS

SEVENTH DEFENDANT

HULITA LEWIS

EIGHTH DEFENDANT

CAROL THOMPSON

NINTH DEFENDANT

PHYLLIS LEWIS

TENTH DEFENDANT

Before the Honourable Madame Justice Margaret Y. Mohammed

Date of Delivery May 31, 2019

APPEARANCES:

Mr Felix Celestine Attorney at law for the Claimant

Mr St Clair O’Neil instructed by Ms Keisha Cook for the First to Tenth

Defendants save and except the Sixth Defendant

The Sixth Defendant appearing in person

JUDGMENT

1. Che Cordy Guest House is the name given to the house situated at No. 51 Beau Pres Road, Maraval (“the house”) on rented lands of approximately 5000 square feet by the Claimant (“Debra”). Che Cordy was owned by Catherine Lewis-Fournellier (“the Deceased”) who was the mother of the parties and who died intestate. The ties which bind the parties in this matter are their blood relationship and the memories in the house. The ownership of Che Cordy is the main issue in dispute in the instant action. The seeds of discord which resulted in the instant action were sown in February 2009 at a meeting with some of the parties. Up to the time of this meeting the parties who are siblings enjoyed a close relationship even though some lived abroad and some lived in Trinidad. In this battle for the ownership of Che Cordy the siblings are pitted against each other. Even the Defendants are not all on the same page since the Sixth Defendant (“Ambrose”) who acts for himself has admitted to the claim.
2. The very nature of litigation is that in determining the outcome of the issues in the instant action, there must be a winning party and a losing party. The battle over the ownership of Che Cordy has resulted in a once close-knit family becoming fragmented. Whatever is the outcome of this action, only the members of this family can work together to restore the

trust and closeness of this relationship to which no monetary value can be attached.

THE CLAIMANT'S CASE

3. It is the Claimant's case that at a meeting on the 19 February 2009 held at the Second Defendant's ("Janet") home at which Debra, the First Defendant ("Angela"), Janet, the Third Defendant ("Robert"), the Fifth Defendant ("Augustus") and Ambrose were present, an oral agreement was made between all the parties whereby Debra was encouraged to renovate and upkeep the house and use it as a revenue earning chattel. In return, the house was to be transferred to Debra solely, upon the completion of the distribution of the estate of the Deceased.
4. Based on this agreement and promise, Debra with the full knowledge, approval and encouragement of the Defendants began extensive renovations to the house in October 2012 which were completed in 2015. She spent the sum of \$442,490.58 on it.
5. After renovations, the house was divided into the main house to be used for rental purposes and an annex located in the front which Debra used as accommodation since March 2009 on her visits to Trinidad. She has exercised exclusive control of the house by installing her own locks on the entrance. Debra contends that on 18 April 2016 Janet and Robert forcibly entered the annex, breaking and replacing the locks and have subsequently exercised exclusive control over the annex to the exclusion of Debra.
6. On 2 May 2015 Debra rented the main house to Lauren Pierre ("the tenant") who is still in occupation of same for a period of two years at a

monthly rent of \$2500.00. Debra has collected rental proceeds in the sum of approximately \$45,000.00 as at the date of filing of the instant matter.

7. By letter dated 30 May 2015 Robert and Carol, in breach of the agreement between the parties, purported to inform the tenant that the lease with Debra was invalid and that she can be evicted at any time.
8. The utility light bill was transferred from the Deceased's name to Janet's in February 2008 and then to the Augustus in November 2016. The water bill is still on the Deceased's name. Debra contends that despite the bills not being on her name she has been paying the utility bills from 2008 to present.
9. Debra wrote to the Defendants by letter dated 26 February 2016 requesting her expenditure be returned to her in full or in the alternative that a written undertaking be provided to transfer the house to her solely, upon the completion of the distribution of the estate of the Deceased. The Defendants did not respond. Based on these facts, Debra has asserted that she has acquired an equitable interest in the house separate and apart from her entitlement as a beneficiary to the estate of the Deceased.
10. She seeks the following orders:
 - (i) Special damages in the sum \$442,499.58 less net rental proceeds: or in the alternative
 - (ii) A Declaration as to Debra's equitable interest in the house separate and apart from the Claimant's entitlement as a beneficiary of the estate of the Deceased;
 - (iii) Interest and costs.

THE DEFENDANTS' CASE

11. The position adopted by Ambrose was different from that taken by the other Defendants. Therefore, my reference to the Defendants collectively in this judgment is with respect to all save and except Ambrose.
12. The Defendants admit that there was a meeting held on 19 February 2009 at Janet's residence but that the persons who were present were Debra, Angela, Janet, Robert and Ambrose. They assert that Augustus and Gabriel were not present. At this meeting, Debra suggested that she should be allowed to use her own finances to remodel the house and to upkeep and use it as a guesthouse. It was further suggested that the rental be short-term. Debra suggested that if she used her own finances she would like to recover the cost of remodelling it.
13. The Defendants' deny that they agreed to transfer the house to Debra solely; and that any agreement was reached amongst the parties. They contend that their position was that they should all contribute equally to the works to the house, so that there was no agreement for repayment. They also deny that Debra had exclusive control of the house since pursuant to the agreement between the parties the house would remain a vacation house for the beneficiaries of the Deceased.
14. The Defendants admit writing to the tenant but deny being in breach of any agreement between the parties as Debra did not have authority to enter into any long-term lease.
15. The Defendants further deny that Debra has been solely responsible for utility bills as family members staying in the house would contribute from time to time. They deny that the annex was forcefully broken into.

Instead, they asserted that Debra changed the locks to the house and she refused to give them reasonable access as they had agreed.

16. The Defendants deny that Debra is entitled to and/or acquired an equitable interest in the house separate and apart from her entitlement as a beneficiary of the estate of the Deceased. They contend that their agreement to compensate Debra for financing the renovations was from the rental of the house, which was to go to Debra alone.
17. Ambrose did not file a Defence. In the Appearance Form¹ he stated that he did not intend to defend the claim and that he had admitted the whole claim.

THE REPLY

18. Debra detailed the circumstances surrounding how she came into the house and began the renovation works with the knowledge and encouragement of the Defendants in her Reply.
19. Debra alleged that on the 16 February 2009 she and Angela were weeding by the road when Angela stated to her why don't we give you the house since you are the one who always comes to Trinidad and the rest of us do not. Debra responded, "okay if you all want to give it to me, I will take it" then Angela stated, "I give you 100% of my share." Angela then said to Janet "how about if we give Debra the house", and Janet then stated, "that is a good idea we can have a meeting to discuss".
20. On the 19 February 2009 the said meeting was held. As soon as the meeting began Angela stated, "let's give Debra the house". Janet then

¹ Filed on 4 July 2017

indicated to Gabriel that they offered him the house after the Deceased passed away in 2008 but he stated he did not want to live in the house because his wife, children, church, school, and jobs are in La Horquetta. Then all the Defendants who were present one by one stated they agree to give Debra the house.

21. Ambrose then said to Debra in the presence of everyone to put the discussion in writing. Debra stated that there was no need to put it in writing because their word was their bond and they never had any family issues. Ambrose stated again to put this discussion in writing and Debra did so.
22. Debra averred that she advised Hulita, Carol and Phyllis of the meeting and the decisions taken, and they did not indicate that they disagreed. Debra also advised them of her plans for the house. She discussed with Phyllis that she was going to erect a retainer wall and do a survey of the house, and Phyllis asked Debra if she could have a survey done also for her property.
23. Debra then prepared the Agreement. She had a conference call with Hulita, Carol and Phyllis and read the draft Agreement out to them. She also forwarded the Agreement to them and all the other Defendants. Phyllis requested that Debra add a line to the Agreement and Debra's husband sign it stating, "God forbid I close my eyes he will not have any say in the house." This line was changed from "This is a binding Agreement between the children of Catherine Lewis-Fournillier, excluding in-laws and children" to read "this is a binding Agreement between Debra Phillip, her siblings and no other parties". Debra then forwarded via e-mail the revised Agreement to Hulita, Carol and Phyllis. Hulita sent Debra

an e-mail stating she liked the revised Agreement which Debra sent to everyone. Phyllis sent back the signed revised Agreement in the mail and Carol confirmed her agreement with Debra by telephone. Robert also signed the revised Agreement.

24. In 2009 since Augustus and Ambrose live in Trinidad Debra offered them both a key to the house and they both refused stating that they had given her the house. Debra begged Augustus to take the key and for him to look over the house while she was away and he finally accepted in December 2009.
25. In 2011 Debra discovered that some items were missing from the house. Debra contended that Janet and Augustus always entertained persons at the house even though they have homes. Debra asked Augustus for the keys but he refused to return them.
26. Debra then changed the lock on the door and Janet and Augustus constantly broke into the house and changed the lock. They then started to state that they never gave Debra the house because she changed the lock. Debra returned to Trinidad in December 2012 and purchased items to remodel the house as it was in a very bad condition.
27. In October 2013 Debra, Angela, Janet, Hulita, Carol and Phyllis went to Las Vegas to speak about the house. Debra contended that Angela, Janet, Carol, Hulita and Phyllis told Debra to go ahead and do whatever she pleased with the house as it was hers.
28. Debra informed them that she will be renting the house and Hulita asked her how much she will be renting it for. Debra stated that she did not

know as yet. Angela asked Debra how long will she rent it out and Debra stated to her “when I get to that bridge I will cross it”.

29. Debra asserted that she visited Trinidad in May 2014 and stayed at Janet’s house for 6 weeks while the renovation was being conducted. Robert visited Trinidad at the same time and he saw the construction being done and he did not show any dissatisfaction. The rest of the siblings who live in Trinidad saw the construction being done and they did not show any dissatisfaction. Debra spoke with Angela, Hulita and Carol during that time and they did not tell her to stop the renovation or showed dissatisfaction.
30. Debra returned to the United States in June 2014 and Janet visited Trinidad within that time. Janet called Debra and told her that she was doing a great job, she loved the work and she never mentioned any dissatisfaction at that time. Debra contends that as soon as the work was completed Hulita and Carol visited Trinidad in May 2015 and stayed at the home of Janet although they were welcomed to stay at the house.
31. Debra asserted that the Defendants agreed to the renovations on several occasions. As most of the Defendants live in the United States of America Debra was on the phone several times with some of the Defendants and she was always discussing the progress on the renovation. Three of the Defendants who live in Trinidad saw Debra doing the renovation and they said nothing to stop the renovation. Two of the Defendants who live abroad visited Trinidad while the renovations were being done and they said to Debra that they loved the renovations that were taking place. Debra asserted that at no time did any of the Defendants ask her to stop the renovations while they were being done. Debra contended that the

Defendants showed no interest in the house before the renovations until they were completed.

32. Debra also averred that it was not her intention to request compensation for the renovations, she only wanted the Defendants to adhere to the terms in the Agreement from 2009. She asserted that some of the Defendants have broken into the house several times and changed the locks on the doors and removed items from the house while they had access to it.
33. With respect to the payment of the utility bills, Debra stated that she has been paying the utility bills, land rent and to up-keep the surroundings since 2009. She contended that Robert was paying just the water bill up until 2014. The Defendants have visited the house on several occasions since October 2015 and have stayed in the house without any interruptions, despite not paying any bills.
34. Debra averred that she installed the security cameras to secure the house since she had valuable items in it which went missing. Debra also alleged that the Defendants did not offer to contribute equally to the renovations and they did not express any dissatisfaction with the renovations. She also stated that she exercised exclusive control over the house at all times.
35. The representations which Debra relied on were:
 - (a) The agreement by the siblings namely Angela, Janet, Robert, Ambrose, Augustus and Gabriel at the meeting on 19 February 2009 that they would transfer their interest in the house to her

upon the distribution of the Deceased Estate since she was doing the renovations to the house;

- (b) The execution and /or approval of the revised Agreement by the siblings in particular, the Defendants who were not present at the 19 February 2009 meeting namely Hulita, Carol and Phyllis;
- (c) The conduct of the Defendants after 2009 who permitted Debra to exercise full control of the house and to undertake the renovations without objection;
- (d) The approval by the siblings Angela, Janet, Carol, Hulita and Phyllis who attended the Las Vegas meeting in October 2013 for Debra to proceed with the renovations.

THE ISSUES

36. The issues for determination are:
- (a) Whether Debra has established that she has acquired an equitable interest in the house?
 - (b) If so, what is the extent of the said interest?

WHETHER DEBRA HAS ESTABLISHED THAT SHE HAS ACQUIRED AN EQUITABLE INTEREST IN THE HOUSE?

37. It was common ground that Debra's equitable interest in the house was grounded in the doctrine of promissory estoppel and proprietary estoppel. **Snells Equity**² describes the doctrine of promissory estoppel as:

“Where by his words or conduct one party to a transaction freely makes to the other a clear and unequivocal promise or assurance which is intended to affect legal relations between them (whether contractual or otherwise) or was reasonably understood by the

² 31st ed 2005 at paragraph 10-08

other party to have that effect, and, before it is withdrawn, the other party acts upon it, altering his or her position so that it would be inequitable to permit the first party to withdraw the promise, the party making the promise or assurance will not be permitted to act inconsistently with it.”

38. In **Mills v Roberts**³ Jamadar JA explained that the elements of proprietary estoppel must be examined holistically in the round and are not “watertight compartments”. The Court will examine the alleged inducement, encouragement and detriment to determine if they are both real and substantial and the Court “must act to avoid objectively unconscionable outcomes”. The Court stated at paragraphs 19 and 22 that:

“19. In respect of the law of proprietary estoppel we are more troubled about the correctness of the application of the law. Whereas in promissory estoppel there must be a clear and unequivocal promise or assurance intended to effect legal relations or reasonably capable of being understood to have that effect in the law of proprietary estoppel there is no absolute requirement for any findings of a promise or of any intentionality....

22. In proprietary estoppel therefore, the focus shifts somewhat from the search for a clear and unequivocal promise and for intentionality, to whether the party claiming the benefit of the estoppel had a reasonable expectation induced, created or encouraged by another, and in those circumstances acted detrimentally to the knowledge of the other. For proprietary estoppel to operate the inducement, encouragement and

³ CA T243 of 2012

detriment must be both real and substantial and ultimately the court must act to avoid objectively unconscionable outcomes.”

39. In **Fulchan v Fulchan**⁴ Rajkumar J (as he then was) noted that not each and every contribution made to a property would give rise to an equitable interest. Rajkumar J (as he then was) at pages 7 to 8 stated what constitutes “substantial detriment” as:

“4. He must have incurred expenditure or otherwise acted to her detriment.

See **Snell’s Principles of Equity 31st Ed. Ibid.**

The law as set out in Snell’s Equity (ibid) is clear. It will recognize such an interest in circumstances where a party asserting such interest was led to act to his detriment, and it would be inequitable not to recognize such an interest.

15. It appears that the misconception has developed that any purported contribution – no matter how tenuous, trivial or remote, can give rise to an equitable interest. In recent times this court has had to consider, for example,

- a. payment of land and building taxes,
- b. painting,
- c. purchase of chattels – for example furniture and air-conditioning units,
- d. cleaning of the yard and surroundings,

and the assertions that these either singly or in combination with other matters gave rise to an equitable interest which had to be recognized by the holder of legal title. Such payments may be ancillary to other contributions but would rarely suffice on their own to create an equitable interest in real property.

⁴ CV 2010-03575

16. Further such an interest can be given effect in many ways, and the benefit that such party has already enjoyed from the subject property can be taken into account, in assessing alleged detriment, to determine whether it is necessary to recognize and declare any further interest.

17. Routine maintenance activities on property that is occupied by such a claimant, such as cleaning or painting, would not usually fall into the category of detrimental actions that require compensation by the award and recognition of an equitable interest in property. This is activity to be expected of anyone who occupies and has the benefit of occupying property.

18. Payment of water and electricity bills would similarly not be examples of such detrimental reliance. This is again activity expected of anyone who enjoys the benefit of those services.

19. Payment of land and building taxes is equivocal as these can be paid by anyone, and are accepted from anyone who tenders payment.

20. Purchasing of furnishings and chattels for the better enjoyment of premises cannot in most if not all cases, give rise to any benefit in land or real property. Apart from not being an expenditure that can constitute detrimental reliance, these are removable and severable, by definition from the subject property.”

40. It was not in dispute in this case that Debra spent money in the renovation to the house. However, contribution alone does not give rise to an equitable interest. The contributions must fit into the analysis of detrimental reliance discussed above before equity can come to Debra’s aid.

41. In order for Debra to succeed, she must establish some type of promise and/or encouragement, reliance on that promise and/or encouragement and detriment. It would then be a matter for the Court to determine how the equity is to be satisfied.

THE PROMISE AND/OR ENCOURAGEMENT

42. This is the main area of contention between Debra and all the Defendants save and except Ambrose.
43. It was submitted on behalf of Debra that Angela, Janet, Robert, Augustus, Ambrose, and Gabriel agreed to give her their interest in the house at the meeting on the 19 February 2009 and that later Hulita, Carol and Phyllis also agreed to do so either in writing and/or verbally in telephone conversations which she had with them. Debra also argued that all of the Defendants were aware of and encouraged her while she was having the renovations done to the house and they did nothing to stop her.
44. The position adopted by the Defendants was that they did not agree at any time to transfer their respective interest in the house to Debra. Instead they agreed to permit Debra to do minor renovations to the house so that the siblings would still have a place to stay when they visited Trinidad; and to rent it on a short-term basis with all rent to be collected by Debra. They raised several objections with Debra before and during the renovations but she did not consider their positions and she proceeded with the renovations.

Debra's witnesses

45. Debra's evidence in chief mirrored that of her pleaded case. She testified that on 16 February 2009 she and Angela were weeding when Angela

stated to her “why we don’t give you the house since you are the one that always comes to Trinidad and the rest of us don’t.” Debra responded that she will take it and Angela stated “I will give you 100% of my share.” Angela then said to Janet who was present, “how about if we give Debra the house,” Janet then stated, “that is a good idea we can have a meeting to discuss.”

46. According to Debra on the 19 February 2009 they held a meeting at Janet’s home and present were Angela, Janet, Robert, Augustus, Ambrose and Gabriel. As soon as the meeting began Angela said “let’s give Debra the house.” Janet then said to Gabriel that we offered you the property in 2008 but you refused it. Then all the Defendants started to agree one by one to give Debra the house.
47. According to Debra, Robert said he thought they would give him the house but they all said “No”. Augustus then turned to Debra and hugged her and said they give her the house. Augustus told Debra that when she is ready to do the remodelling let him know and he will see what discount he can get her as he worked at a hardware. Robert stated as long as he has a room to stay when he visited Trinidad. Debra indicated that she will have at least one room available in the house which she would not be rent out so family members can stay in it when visiting.
48. Debra stated that Ambrose then said to her to put what they discussed in writing but she said “No” as their word is their bond. However, after Ambrose insisted again she did put it in writing. Debra indicated in writing to the persons who were not at the meeting namely Hulita, Carol and Phyllis of the decisions taken at the meeting on the 19 February 2009. They did not state that they disagreed. She had a conversation with

Phyllis about a retaining wall and about doing a survey of the property where the house is situated and Phyllis asked if she can also do one for her.

49. Debra said she drafted an agreement and she had a conference call with Hulita, Carol and Phyllis where she read it out to them and forwarded it to all the other Defendants. According to Debra, Phyllis requested that she add a line to the agreement and have her husband sign stating, "God forbid I close my eyes he will not have any say in the house." Debra indicated that she could not do that and they asked if she could at least change the last line of the Agreement. Debra said she agreed and it was changed to state that it was an Agreement between Debra and her siblings and no other parties. Debra then forwarded the revised Agreement via email to Hulita, Carol and Phyllis. According to Debra, Phyllis sent a signed letter in the mail which stated she signed the revised Agreement and Carol confirmed that she agreed with the contents of the revised Agreement by telephone.
50. According to Debra, Robert also signed the revised Agreement and Angela and Austin both asked her to sign their names on it after she read it to them on the phone as they were in agreement and neither had emails addresses. However, Debra indicated to them that she was not going to do that.
51. Debra also testified that the Defendants agreed that since the financial outlay associated with the renovation and upkeep of the house would be borne by her, she should collect all proceeds derived from its rental.

52. According to Debra, she gave Augustus a key to the house which he accepted in December, 2009. In September, 2010 she visited Trinidad and started looking for contractors. Ambrose provided her with the list of contractors and Augustus advised her again that he can get discounts at the hardware where he worked. He even brought a list showing the discounts. Debra testified that from 2009 she exercised exclusive control of the annex of the house since she stayed there and installed her own locks on the entrance. However, in 2011 she found items missing from the house. She contacted Augustus who was the only person at that time who had keys and she enquired about the items which were missing. After that occasion she asked her friend to clean the house and she advised Augustus to give her friend the keys to the house. Her friend contacted her and said the television from the family room was missing. She contacted Janet and Robert and the latter told her he left the television in the house. He also told Debra that his ironing board was also missing.
53. Debra testified that since things were missing from the house she changed the lock of the door and Janet and Augustus constantly broke into the house and changed the lock. Janet and Augustus then stated that they never gave her the house because she changed the lock. She changed the lock again and Augustus broke into the house again. She also installed a security alarm.
54. According to Debra, in October 2013 she along with Angela, Janet, Hulita, Carol and Phyllis went to Las Vegas where they discussed the house. On 25 October 2013 they had a conversation where Hulita, Carol and Phyllis told Debra to go ahead and do whatever she pleased with the house as it was hers. She advised them she would be renting out the house and

Hulita asked her how much she would be renting it out for and for how long. Carol told her “girl we give you the house do as you please.” Hulita always stated that she does not want any part of that “stinking house” and that “she wishes it burns down”.

55. Debra testified that in May 2014 she visited Trinidad and stayed for 6 weeks by Janet while renovations were taking place on the house. Robert visited Trinidad and saw the construction being done and he did not show any dissatisfaction. He even socialised with the workers. The rest of her siblings living in Trinidad saw the construction and they did not show any dissatisfaction. Carol and her husband complimented her on the house. In June 2015, Robert advised her that he was about to visit Trinidad. She said that she was also in Trinidad and she already had tenants in the house. She advised Robert that he could stay in the annex and she stayed at her best friend’s house.
56. Debra denied that there were any discussions with the Defendants that they would all contribute equally to the renovations to the house. She stated that none of the Defendants offered her any money for the renovations. Debra also testified that none of the Defendants asked her to stop the renovations. She said that she has been paying the utility bills, land rent and to upkeep the surroundings since 2009.
57. According to Debra, it was agreed that she would be notified in advance if anyone wanted to stay at the house since she was responsible for it. Carol contacted her to stay at the house but she advised her it was rented out at that time. Robert contacted her while he was in Trinidad and asked for the key and she told him he had to advise her that he was going to be

there. He said he would just break into the house and change the lock which he and Janet did.

58. Debra also testified that the renovations cost her \$442,499.58 and that the house has been rented since 2 May 2015 for \$2,500.00 per month. In her witness statement she referred to the bundle of receipts in "D.P.3" of the Statement of Case as proof of the monies she spent on the renovations on the house.
59. Debra attached as "D.P.2" a bundle of documents which contained photographs of the renovations done to the house and copies of the Agreement and the revised Agreement which she sent to Hulita, Carol and Phyllis in April 2009.
60. The revised Agreement referred to the meeting on the 19 February 2009 at Janet's house. It stated that Janet, Robert, Angela, Ambrose, Augustus and Debra were present; the persons who were present agreed that the house was released to Debra to do as she pleased as far as using her own finances to remodel the house and to upkeep it, to be used as a guest house for short-term rental; all proceeds after Debra remodelled the house was to Debra alone; if a family member wishes to use the house for vacation adequate notification should be given in advance to ensure that all rooms are not being rented out at the time; if not that family member would be allowed to stay in the annex for free; if a family member was going to stay for more than 3 weeks it was up to that person to give a donation toward utilities used during that period; and a room would always be available for immediate family. Debra also stated in the revised agreement that her intention is to ensure that the house is a warm place where everyone in the family can feel welcome and that it

was a binding agreement between the brothers and sisters excluding in-laws and children.

61. Debra was cross-examined on the meeting of 19 February 2009, the locks of the house, the revised Agreement, the Las Vegas trip and the rental of the house.
62. Debra accepted that although she stated at paragraph 4 of her witness statement that all of her siblings agreed at the meeting in February 2009, she still had to obtain the consent of her siblings who were not present at the meeting. She disagreed that there was no agreement at the meeting in February 2009. Debra stated that after the meeting in February 2009 she obtained 3 signatures of her siblings on the revised Agreement. She accepted that apart from the meeting on the 19 February 2009 and the revised Agreement, she did not provide evidence of any other conversation which she had with the Defendants where they agreed that the house would be transferred to her alone upon the distribution of the Deceased's estate.
63. On the issue of the locks, Debra accepted that the siblings agreed to close up the house in 2008 after a meeting and that Augustus had a key for the house until she changed the locks in 2011. She agreed that nobody surrendered the key to the house to her but she had a key.
64. Debra testified in cross-examination that the purpose of the Las Vegas meeting in 2013 was to resolve the issue surrounding ownership of the house. She disagreed that the discussions stopped due to a disagreement which she had with Janet. She did not accept that they did not arrive at any agreement at the Las Vegas trip on the ownership of the house.

65. According to Debra in cross-examination, she did not embark on any significant renovation to the house in 2011 and she did not take any further steps when Janet and Augustus told her that they did not give her the house.
66. Debra accepted that she did not provide any evidence apart from the February 2009 meeting that the Defendants agreed that she should collect all the rent from the house. She agreed that she did not refer to the rental of the house being on a short-term basis in her pleaded case.
67. In cross-examination, Debra agreed that despite having receipts she did not sum up the total. She was referred to the receipts attached to her witness statement. She was referred to a receipt from L's Hardware signed by James Primo. Debra agreed that it was not dated. She also agreed there was no evidence before the Court that reflected that it was James Primo's signature. Debra accepted that she could not point to anywhere in her witness statement which stated that James Primo did work on the house. Debra admitted that her earnings from the rental was not correctly reflected in her witness statement since the filing of the claim.
68. In my opinion, Debra knew that despite the siblings sharing a close relationship, after the February 2009 meeting, that even if the siblings who were present at that meeting had agreed to give her their respective interest in the house, this had no effect unless she obtained the agreement from the siblings who were not there namely Hulita, Carol and Phyllis. This was the reason she drafted the original Agreement and the revised Agreement and sent those documents to them by April 2009, the same year of the February 2009 meeting.

69. Debra also knew that although Phyllis had signed the revised Agreement and she had changed the locks in 2011 she still did not have the agreement of all her siblings that she would be transferred the house upon the distribution of the Deceased's estate since she admitted in cross-examination that by 2013 the main reason for the trip to Las Vegas was to resolve the ownership of the house and that Janet and Augustus were breaking into the house. Indeed, Debra's own evidence in chief that at the Las Vegas meeting, Hulita stated that "she does not want any part of that stinking house" and that "she wishes it burns down" in my opinion reflected the extent of the discord amongst the siblings between February 2009 and the Las Vegas meeting on the actions Debra was taking with respect to the house.
70. Debra's sole witness was her husband Garth. He testified that on 20 February 2009 he was present in a discussion with Debra, Janet and Augustus where they were discussing the house which was given to Debra just days before, by her siblings. In that discussion he and Debra discussed that they were going to remodel the house and they would rent it out. Augustus told Debra that they would give her the house so she can do what she wanted and that when she was ready to do the works he can get her the materials at a discount. Debra then told Augustus that she will give him a key so he can keep an eye on the house. Augustus told Debra that he did not want a key because they had made a decision to give her the house and he has his own house.
71. According to Garth, Debra carried out the renovations to the house from 2012 to 2015 and at no time after February 2009 and after completion of the renovations he heard anyone oppose the renovation. Instead Debra was complimented on the work she was doing on the house. He stated

that in October 2013 Debra, Angela, Janet, Hulita, Carol and Phyllis went to Las Vegas to discuss the house.

72. In cross-examination, Garth testified that the house was in a state of disrepair. He accepted that he was not present on the 19 February 2009 when Debra said the siblings who were present gave the house to her so he did not have first-hand knowledge of the terms of the arrangement. He said that he was aware of the Agreement between the parties regarding the meeting in February 2009. Garth testified that both Janet and Augustus told Debra that they gave her the house and not just Augustus as he stated. He said he heard about persons breaking into the house, changing locks, taking possession of the annex and going to Las Vegas. He accepted he was not present in Las Vegas. He said that there was expenditure prior to October 2013 but he agreed there was no construction. He did not give any evidence that he made a financial contribution to the house.
73. In my opinion, Garth was not able to corroborate Debra's evidence on the meeting in February 2009 and the Las Vegas discussion since he was also not present. The discussions in the 2 meetings were material in determining if Debra was promised the house. I have attached no weight to this aspect of his evidence. However, Garth's evidence confirmed that he was aware that there was discord between the Defendants and Debra concerning the arrangement with the house after 2009.

Ambrose's evidence

74. Ambrose was at the meeting in February 2009. He testified that the Deceased died leaving the house which was in a state of disrepair. He attended the meeting on 19 February 2009 at Janet's home together with Debra, Angela, Robert, Augustus and Gabriel. They discussed what they

would do with the house. Janet said to Gabriel that they offered him the house in 2008 but he refused saying that he lived in La Horquetta and his children go to school, his church and jobs are in that area so he did not want it. Robert said that he thought they would give it to him as he is always visiting Trinidad to which there was a resounding “No”. Augustus said to Debra that they gave her the house and he hugged her and told her he would help her with discounts from his place of work, because he worked at a hardware. Following the discussion, Ambrose suggested Debra put it in writing but she was reluctant stating that they were good because she trusted their word as brothers and sisters. Ambrose emphasised and insisted that she put it in writing which Debra eventually did.

75. According to Ambrose, at the meeting in February 2009, Debra spoke about her plans for renovating the house and the persons who were at the meeting agreed for her to renovate/remodel the house. He testified that at no time there was any suggestion or agreement that they will contribute to the renovation of the house. The siblings who were present acknowledged that Debra was the one to do the renovations.
76. Ambrose testified that Robert stated that as long as when he comes to Trinidad there will be a room for him, to which Debra stated that she will always have at least one room available which she would not rent out to anyone so those living abroad would have a room to vacation in while on their visit to Trinidad. Robert then asked how everyone would fit into one room, if everyone decides to come to Trinidad. Ambrose said that he, Janet, Augustus and Gabriel all stated that they have houses in Trinidad so they can stay at each other’s homes while on vacation and that Debra

can rent out the other parts of the house since those who lived abroad did not frequently visit Trinidad.

77. According to Ambrose, Angela said she gave Debra 100% of her share; and Janet said she already have here, referring to her house in which the meeting was held. After all the discussions and agreements were made, Debra stated her plans to name the renovated house "Che Cordy Guest House" in memory of the Deceased.
78. Ambrose testified that the house was divided in two, there was the main house which was renovated and rented by Debra. The annex was renovated and made available after the renovations for all family members visiting from abroad which was agreed to. Debra sent photos of the renovations to the Defendants who agreed that the job was well done with remarks that the annex was beautifully done and it was even referred to as the Hyatt, and renamed "Hyatt."
79. Ambrose stated that in 2009 Debra offered him a key and he refused telling her she did not need to give anyone a key and he believed she finally asked Augustus who accepted some time in December, 2009.
80. According to Ambrose, Debra rented out the house and the annex and that anybody who wanted to use the house was referred to Debra. Gabriel's daughter wanted to use the house after she was married. He is aware that Debra installed security cameras around the house as a result of Janet and Augustus breaking into it and he was present when police officers spoke to Augustus about breaking into the house.

81. Ambrose was questioned by both Counsel for Debra and the Defendants. Ambrose testified that he attended a meeting in 2008 after the Deceased's death where they discussed the house. The meeting was planned and he was asked to install burglar proof in the house. He said that the meeting on 19 February 2009 was not planned but it came about due to a discussion between Angela and Janet and the meeting was about the house. He said that after 2009 anyone who wanted access to the house had to go through Debra. He recommended contractors to Debra and the renovations were started and completed by Debra. He was aware that some things were missing and some were given away.
82. According to Ambrose, none of the Defendants stopped Debra when she was doing the renovations to the house. He recalled getting a letter from Debra's attorneys in February 2016 and he accepted liability from the outset because he felt that it was unfair to Debra since at the meeting in February 2009 they gave her the house. However, later in cross-examination, Ambrose accepted that at no time during the 19 February 2009 meeting was there any discussion about transferring the house solely to Debra.
83. In cross-examination, Ambrose recalled a short-term rental being discussed at the meeting on 19 February 2009. He said that the house did not have a proper toilet and it was not fully furnished when the Deceased's died. He accepted that there were siblings who were not present at the 2009 meeting but he was only aware of the objections of persons who were in the meeting. He accepted there was no discussion at the meeting about in laws and children relating to the house. There was no discussion about the contents of the house at the February 2009 meeting. He accepted that when Augustus broke into the house in 2011

no renovation work had yet taken place. He is not aware that Hulita and Carol agreed to the revised Agreement following the 19 February 2009 meeting.

84. Ambrose did not accept that after the Las Vegas meeting there was a dispute over Debra being given the house because the siblings were in conversation during the renovations of the house. He denied having any conversation with Carol about what Debra was doing on the house.
85. Ambrose also testified that the renovations to the house were started and completed by Debra. He accepted that there was no way for him to verify that Debra spent \$442,499.58 on the house. He said that he did not calculate the sums spent by Debra since he was aware of the amount of work being done on the house and he expected that a sizeable amount of money was spent.
86. In my opinion, Ambrose's evidence corroborated Debra's evidence on the persons who were at the meeting on 19 February 2009; the discussions about the plans for the house; and that there was no discussion for the siblings to make any contribution to the renovations to the house. However, the credibility of Ambrose's evidence that he felt that the Defendants were unfair to Debra since at the meeting in February 2009 they gave her the house was undermined since he admitted in cross-examination that at no time during the February 2009 meeting was there any discussion about transferring the house solely to Debra. In my opinion, this admission undermined Debra's case that the persons who were at the meeting on 19 February 2009 agreed to give Debra their share in the house. Further, Ambrose's advice to Debra to get the consent of the siblings in writing was important since he knew that there

were siblings who were not present at the discussions in February 2009 and their consent was important.

The Defendants' witnesses

87. The evidence to support the Defence were from Angela, Robert, Augustus, Gabriel, Hulita, Carol and Phyllis.

88. Angela testified that there was a first meeting after the Deceased's death in February 2008. At that meeting the Deceased's children who were present namely Debra, Angela, Janet, Robert, Augustus, Ambrose, Gabriel, Hulita, Carol and Phyllis. They discussed: maintaining the house as a home away from home for all the siblings; installation of burglarproofing, the Deceased's financial status as to how her monies in the bank account were spent.

89. According to Angela she was present at the meeting on 19 February 2009 and the others were Debra, Janet, Robert, Augustus, Ambrose and Gabriel. Augustus suggested the possibility of Gabriel residing at the house however, Gabriel declined immediately. They then asked Robert if he would manage the house since he visited Trinidad often. Before Robert could respond, Debra proposed that if they allowed her to take care of the house by making minor repairs, then she can make it a guest house. The house would still belong to all of them with full access. The guesthouse will be used during the Carnival season. Debra would be renting for non- family members on a short-term basis. She would use the rental to recoup the cost for the repairs. According to Angela, some of the siblings insisted that they would like to contribute towards the repairs and they would think about her suggestion.

90. Angela stated that she had several conversations with Debra from 2008 to 2015 and she kept asking her why she was spending unnecessary money on the house which did not belong to her. Debra's response was that she intends to stay at the house whilst she was building her own house on the piece of land the Deceased gave her at the back of the house.
91. According to Angela, in October 2013 the six sisters went to Las Vegas to discuss the house and they discussed Debra stopping the repairs on it and letting them contribute towards the renovations she started. They also indicated that they did not approve of how she is handling the repairs/upgrade to the house. Debra indicated that said she did not need any money from anyone "as she is blessed" and said she will take care of the repairs as promised. Debra called her in 2015 and said the house was completed. She asked about the furniture and she said the guest will have to come with their own furniture to which she replied that it made no sense for guest to come with furniture and bedding.
92. Angela said that she never communicated to anyone that it was a good idea to give Debra the house. She was not aware of any conversation by Janet's house where she agreed to give Debra the house and she never said at any meeting that the house should go to Debra.
93. In cross-examination, Angela denied that she had a conversation while weeding with Debra and Janet on 16 February 2009 where she told Debra that they should give her the house and she would give her 100% share. She stated that the 19 February 2009 meeting was planned since they wanted to discuss how they would protect the house. She denied that it

was because of the conversation on 16 February 2009 that the meeting of the 19 February 2009 came about.

94. Angela explained that only one Defendant offered Debra money to renovate the house and that there was no reason for the Defendants to offer to pay Debra since she offered to renovate the house with her own money. She repeated that Debra had stated that the house would be used as a guesthouse during the Carnival period. She could not recall agreeing for Debra to collect rent as repayment for renovation and upkeep of the house.
95. Angela stated that she requested the Las Vegas meeting and that it was not asked at the Las Vegas meeting how much Debra would be renting the house for because the renovations were not completed. After the renovations to the house were completed, Angela stated that she was denied access to the annex in 2015.
96. Angela testified that there was always a dispute about Debra and the house yet she stated that the Defendants did not stop Debra because the latter said that she was going to take care of the finances for the house. She said she never called Debra and told her to hurry up and rent the house. She never complimented Debra on the renovations. Instead, she asked Debra to stop the renovations. She said that she agreed to compensate Debra for renovations to the house which Debra could prove and she admitted that this was not in her witness statement.
97. Angela was present both at the meeting on 19 February 2009 and at the Las Vegas trip. She also signed the revised Agreement which Debra had sent to her. In my opinion, her evidence on the meeting on the 19

February 2009, the revised Agreement and the Las Vegas trip was consistent. I found her evidence to be credible since she admitted that although she did not state in her witness statement that she was willing to compensate Debra for the works done to the house, in cross-examination she acknowledged that Debra bore the costs of the renovation and she was willing to compensate Debra once the latter could prove the sum she spent on the renovations.

98. Robert testified that at the 2008 meeting, the siblings who were present, discussed how to take care of the house and they decided to burglarproof it. At the February 2009 meeting he was asked to take care of the house but before he could respond, Debra suggested that she would like to do the minor repairs that may be needed and rent the house on a short-term basis to recoup her money. He said that it was never agreed to give the house solely to any one of the siblings.

99. According to Robert, on one of his visits he saw the renovations and he called Debra and asked about it. Debra told him not to worry. He told her the broken down wall was in the way for him to use the kitchen and he will remove it to which she replied that the material was to be used when she is building her house on the land that the Deceased had given her at the back of the house. On another visit he saw Debra doing extensive works and he asked her why she was doing all of that because the house is not hers and why she was spending all that money to which her reply was that "she is good, do not worry". On another visit he offered her some money for the repairs and her reply was "do not worry, she is good".

100. In cross-examination, Robert was confident that his account of the February 2009 meeting was accurate. He said that he did not get an invitation to the February 2009 meeting since he was there at the house. He disagreed that Debra and Angela called the February 2009 meeting. He agreed that Augustus and Gabriel were also at the meeting. However, when he was shown the Defence where it was pleaded that they were not in attendance, he later said he could not recall who was present at the meeting.
101. Robert denied that Angela stated that they gave Debra the house when the February 2009 meeting began. However, he recalled that Gabriel refused the house when it was offered to him. He said that they did not agree to give Debra the house, rather it was to take care of it. He agreed that Augustus was working at a hardware at the time. He stated that everyone agreed that Ambrose would burglarproof the house. He agreed the issue of contribution was not discussed by anyone at the meeting in February 2009 and he denied that the Defendants promised that the house would be transferred solely to Debra.
102. Robert testified in cross-examination that the house needed minor repairs. He said that he paid the water and light bills every time he was in Trinidad but he did not provide the receipts. He denied asking Debra why he paying for something he did not own when he stopped paying water bill. He stated that although he did not verify the receipts presented by Debra, he disagreed with the costs of the renovations as stated by Debra. He insisted that they did not agree to compensate Debra for the renovations for the house.

103. Robert recalled that it was because of Ambrose that the Agreement was caused to be circulated and he admitted that he signed the revised Agreement after speaking with Debra.
104. According to Robert, between the 2008-2009 meeting no one stayed in the house. He stated that the house needed minor repairs and he always had keys for the house but he did not know who also had keys. He confirmed he was missing an ironing board from the house and he did not advise Debra to contact Janet as she might know about the missing items.
105. Robert denied that the Defendants agreed that Debra should collect all rents since she was doing the renovations. He disagreed that Debra began renovations in October, 2012 based on the reliance and encouragement of the Defendants. He recalled a wall was broken down in 2012 but he did not know it was renovations. He maintained that he had conversations with Debra about the extensive works she was doing on the house. He met the builder when construction was going on but he did not know he was related to the family. He denied going to the house and socialising with the workers. He expressed his dissatisfaction by telling Debra that the house was not hers and asking why she was doing such extensive repairs. He said he made the offer to contribute to the renovations during construction and he asked Debra to stop the renovations. He was aware that Janet and Augustus were breaking into the house and he admitted to breaking into the house in April 2016.
106. Robert denied that there was a protocol to contact the Claimant when they wanted access to the house. He did not recall calling Debra in April 2015 and asking her to stay in the annex from 25 May 2015 but he did

stay there in May 2015. He denied calling Debra in June 2015 and informing her that he would be coming to Trinidad and she told him he can have the annex. He denied contacting Debra and asking her for the key to the house in April 2016.

107. Robert's initial response in cross-examination that Gabriel and Augustus were at the February 2009 meeting was consistent with Debra's case and the evidence of Debra, Angela and Ambrose but inconsistent with the other Defendants case. However, Robert's evidence that at the 19 February 2009 meeting the siblings who were present did not agree to transfer their interest in the house to Debra; the nature of the discussions and Debra's role was unshaken. Robert's evidence that after the 19 February 2009 meeting there were objections to the works which were being done by Debra on the house was also unshaken.
108. Augustus testified that 2 days after the Deceased's death they had a meeting at Janet's house concerning what to do with the house. He suggested that Gabriel occupy the house as his wife would take good care of it. Augustus said "no" because when his daughter comes to Trinidad she will be able to stay there. They then came to the conclusion that they will maintain the house, burglar proof and fence around it with the funds that was left from the Deceased's estate. Augustus said that he would maintain the surroundings which he did.
109. According to Augustus, in one of the meetings, Debra came up with the idea to make the house a home away from home and name it "Che Cordy". She said she would rent it on a short-term basis. He said that they made it clear to her that any one of them will have access to the house.

110. Augustus testified that after the Deceased's death he would always pass by the house, go inside and just sit down, watch TV or take a drink because that is what he used to do with the Deceased for years. He had keys to the house. One day Ambrose said he wanted the keys to the house because he lost his so he gave him his. He went to get the keys back and Ambrose bluntly refused to return it. He was told there was a security alarm in place and if he went into the house the police will lock him up. He eventually broke the lock, entered the house and the alarm went off. The police came together with Ambrose.
111. He said he had no part in the renovation to the house because at that time after trying to stop Debra he was so fed-up so he walked away. At no time he agreed over the phone or otherwise with giving his share of the house to anyone.
112. Augustus stated in cross-examination that there was a meeting 2 days after the Deceased's death in 2008 where a discussion took place about what to do with the house and Debra came up with the idea to make the house a home away from home. He was referred to paragraph 5 of Debra's witness statement where she spoke of the meeting of the 19 February 2009. He disagreed that the meeting was held to discuss giving Debra the house. He denied saying to Debra that they gave her house and that he gave her a hug. He denied telling Debra that he could get her discounts at the hardware. However, later in cross-examination Augustus said he offered to get discounts once the idea of making the house a home away from home, Che Cordy, came about. However, he stated that he never provided Debra with estimates or quotes with discounts for materials. He denied that a statement was made that they could stay at each other's homes while on vacation in Trinidad. He said that Debra said

that she will keep a room available in the house so anyone visiting from abroad could stay in the room. He could not recall Ambrose indicating to Debra to put the Agreement in writing.

113. Augustus admitted that Ambrose installed burglar proof on the house. He denied Debra offered him keys to the house and denied accepting keys in December 2009 since he and Debra were not on speaking terms. He said he and Ambrose had keys to the house but Ambrose took away his keys so he had no keys to give up when Debra asked him for the keys. He admitted to breaking into the house twice after the locks were changed. He was aware that Debra installed security cameras and it was because he was breaking into the house. He denied interfering with the cameras on the house.
114. Augustus stated that he was aware of the Las Vegas trip. He denied he went to Janet's house and met Debra when she stayed there while the renovations were being done. He said he objected to the renovations by breaking into the house but he did not do anything to stop it. Augustus gave no evidence of if he agreed to compensate Debra for the renovations to the house and if he accepted that Debra spent the sum of \$442,499.58 on the said renovations.
115. In my opinion, there were several aspects of Augustus's evidence which were unreliable. His recollection of the discussions held at the meetings in February 2008 and February 2009 were inconsistent with the Defendants pleaded case and the evidence of Angela, Ambrose and Robert. He said that Debra came up with the idea of making the house a home away from home at the 2008 meeting while the evidence of the Defendants who were present at the February 2009 meeting stated that

was discussed in 2009. I have attached no weight to this aspect of his evidence. The only credible evidence of Augustus was that after Debra changed the locks to the house he consistently broke into the house.

116. Gabriel testified that on 19 February 2009 some of his siblings held a meeting at Janet's house. It was his understanding that the purpose of this meeting was to discuss their going forward as a family after the Deceased had died and left no will. While he was present at the meeting he could not recall the details but he did not agree to give his share of the house to anyone and he did not sign any document agreeing to part with his share of the house.

117. In cross-examination, Gabriel stated that he did not read the Statement of Case and the Reply in the instant proceedings. He stated that the meeting of 2008 was a planned meeting where they discussed what they would do with the house. He was uncertain about attending the meeting because certain things were said at the meeting which made him think he was not part of the meeting. He could not recall that the Defendants who were at the meeting on 19 February 2009 agreed that Debra would collect the rent from the house. He recalled indicating that his wife and children, church and school were in La Horquetta when he refused the house when it was offered to him. He knew a person named Roland but he did not recall giving him a lift to Curepe on 19 February 2009. He did not recall Debra being in the vehicle on that day or dropping her anywhere. He would not say that he did not want to be associated with anything about the February 2009 meeting. He could recall his siblings from abroad visiting during February 2009. He could not recall agreeing for Debra to get the rental income since she was paying for the renovations. He could not recall the Defendants promising Debra that the

house would be transferred to her solely on the administration of the estate of the Deceased. He gave no evidence if he agreed with the sum Debra claimed she spent on renovations.

118. Gabriel stated that he could not recall Debra putting the agreement in writing. However, he recalled his daughter Camilla wanting the house and he, Camilla and Debra had a three-way conversation about the issue but he could not recall apologising to Debra. He said that he and Debra are still on speaking terms and they get along. He recalled being present when some of his siblings broke into the house in 2016 but he was not a part of it and he did not bring the locksmith to the house. He testified that Augustus had a key for the house and there was an issue of items missing from the house. He understood there is a room at the house for family members when they visited. He could not recall when the renovations started and he was no part of it. He could not recall receiving any letter from Debra's attorney at law.
119. In my opinion, Gabriel's evidence was unreliable and I have attached no weight to his evidence since he admitted that he did not read Debra's pleadings in the instant action; he was uncertain about the matters discussed at the 19 February 2009 meeting; and his memory was selective as demonstrated by his admissions in cross-examination.
120. Hulita testified that there was a meeting held at Janet's house on 23 February 2008. They discussed the following: the house should not be rented but be used by the remaining children of the Deceased as a home away from home; getting legal documents stating same; the Deceased's finances and how it was to be spent burglarproofing the house, and a wall that was needed to protect the house.

121. Hulita stated that she was not present at the 19 February 2009 meeting. She stated that Debra informed her that she wanted to renovate the house, making it a guest house in the Deceased's honour naming it "Che Cordy"; the house will be rented out on a short-term basis and it would be available when they visited Trinidad. Hulita said she felt that it was a great idea since they all had their own homes and they only needed to stay at the house when they visited Trinidad.
122. According to Hulita, Debra indicated that the house was not in good condition. She said that Debra changed the front door lock and installed an alarm system to the house without the siblings' permission. She pleaded with Debra for them to discuss her actions but it fell on deaf ears.
123. Hulita testified that the sisters went on a Las Vegas trip in October 2013 to discuss the house. She asked Debra to start over and for everyone to contribute to the renovations but Debra responded "I am blessed and can do this." The discussion ended without any decision on the house. Sometime after returning from Las Vegas she learnt that Debra was in Trinidad renovating the house and she did not have any conversation with Debra concerning the house.
124. In cross-examination, Hulita stated that everything about what they were going to do with the house was discussed in the 2008 meeting. Between the 2008 and the 19 February 2009 meeting the house stayed locked up. She was not aware of the 19 February 2009 meeting before it happened. Debra told her about the 19 February 2009 meeting since she was not present. Debra told her that the siblings who were present at the 19 February 2009 meeting namely, Angela, Janet, Robert, Ambrose,

Augustus and Gabriel released the house to her to do renovations. The Agreement which Debra drafted was circulated to her. She had a phone call with Debra on the draft Agreement but she could not recall who was on the call.

125. According to Hulita, Debra exercised control over the house and persons wishing to get access to it had to go through Debra. She said she had objections to the house being released to Debra for renovations. She said that she was aware that Augustus was breaking into the house and she had heard about items going missing from the house. She knew that cameras and the security alarm were installed but she did not know it was because items were missing from the house.
126. Hulita strongly disagreed that the issue of contribution did not arise in Las Vegas. She said that she was not aware of works on the house in 2012. She said she did not ask Debra how much she would be renting the house for, and Debra did not stop the renovations. When she visited in 2015, she was not in communication with Debra.
127. Hulita agreed that it was in reliance on the revised Agreement, that Debra began extensive renovations on the house. She agreed within reason that since the financial outlay was borne by Debra, she should collect all proceeds from the rental. She denied the house was to be transferred to Debra solely upon administration of the Deceased's estate. She said that she agreed to compensate Debra for expenses she spent on the house and that the rent which Debra collected had to be taken into account.

128. Hulita was not at the meeting in February 2009. The details of the discussions of the said meeting were set out by Debra in the revised Agreement which Debra drafted and sent to Hulita. Based on the contents of the revised Agreement it was reasonable for Hulita to form the opinion that at the February 2009 meeting the siblings who were present agreed to release as opposed to transfer the house to Debra on the condition that Debra undertake the renovations to make the house a home away from home and to recoup the costs of the renovations from short-term rental of the house.
129. Hulita was present at the Las Vegas meeting in October 2013. Her consistent evidence was that the reason for the Las Vegas trip was to discuss the house, and after the Las Vegas trip Debra did renovations to the house.
130. Carol testified that in 2008 they had a meeting at Janet's house where they discussed the following issues: minor repairs to the house; what to do with the remaining funds after the Deceased's funeral; how to protect the house; the house should remain a home away from home; the house should remain accessible to siblings only; and periodically Augustus would air out the house.
131. Carol stated that she was not present at the February 2009 meeting. According to Carol, Debra informed her that at the 19 February 2009 meeting it was agreed that minor changes were to be done to the house to make it a guest house to be rented on a short-term basis and naming it "Che Cordy." Debra also told her that there would be a room for the siblings in the house. According to Carol at no time, Debra indicated that the house was given to her. She said she asked about the costs to make

the changes and Debra told her don't worry about that, "God has blessed her so she's handling the costs".

132. According to Carol, Debra sent an Agreement to her via email asking her to confirm that she agreed for her to handle the renovations to the house. She did not agree with the wording of the Agreement so she did not sign it. She and Debra also had a telephone conversation where Debra tried to get her to agree to her handling the renovations to the house. However, she refused. In that conversation, she asked Debra what would happen to the house if she died and Debra said they were trying to kill her off.
133. Carol testified that Debra did not want any of them to go to the house unless they asked her. Augustus had keys to the house but he could not enter after Debra changed the locks. She testified that they were constantly fighting and pleading with Debra to give up the keys but she would not give in. After one of her visits to Trinidad she told Debra that she and Vena paid one of the light bills and her response was "why did you all do that? You know I would pay the bill."
134. According to Carol, in an effort to reconnect with Debra the sisters planned a trip to Las Vegas. One night they had a chat about the house and Vena asked the Claimant to start over, this way they would all be on the same page with equal contribution. Debra responded "No, No, No! God has blessed me and I want to do this." The discussion was ended abruptly without a resolution.
135. Carol stated that at one time Debra sent her a picture showing her that she had broken the wall between the kitchen and the living room. She

told Debra that this was major renovation and at the end of the day the house belonged to all of them, let them help her pay. Debra agreed the house belonged to all of them but again she said “she got this.”

136. Carol testified that in 2015 when Debra visited Trinidad they had a casual conversation where she told Debra that Hulita’s husband is having his 60 birthday party and the whole family was visiting Trinidad and they will be staying at the house. Debra said “no” because the house may be rented. In May 2015 Carol said she was in Trinidad and she had a conversation with Debra asking what she meant that she could not stay at the house to which Debra said it cost her \$230,000.00 to fix it and if she wanted to stay she had to pay her that amount otherwise only one room is available at the house. Carol said at no time she agreed to give her share of the house to anyone.

137. In cross-examination, Carol stated that the meeting of February 2008 after the Deceased died was planned. She found out about the 19 February 2009 meeting from Debra and several of her siblings since she was not present for the meeting. Debra did not tell her the house was given to her rather she said she was going to make some minor renovations to it. She recalled that Debra circulated to her, Hulita and Phyllis the Agreement arising out of the 19 February 2009 meeting. They did not discuss the Agreement collectively but she recalled a discussion about the in-laws. She disagreed that she agreed to the terms of the revised Agreement via telephone with Debra. She denied that the issue of contributing to the renovations was not spoken about at the February 2009 meeting.

138. Carol stated that she recalled having no problems with Debra doing minor renovations to the house but that substantial renovations were done by Debra and the siblings spoke about it and discouraged her from doing it but they did not stop her legally. She confirmed that at the Las Vegas meeting she did not discuss making any contribution to the renovations. She denied the Defendants telling Debra to go ahead and do as she pleased with the house. She admitted that she did not interrupt the renovations by Debra after the Las Vegas meeting.
139. Carol disagreed that Debra sent an email to her in 2014 with pictures showing her all the things she had done with the house as stated in Debra's witness statement. She denied complimenting Debra on the works she was doing on the house.
140. Carol stated that she was aware that Augustus had a key to the house. She said that Debra did not discuss with her the missing items as being the only reason she took away the keys from Augustus. She disagreed that Debra told her after the February 2009 meeting that the siblings present at the meeting gave her the house.
141. Carol's position was that Debra did not have control of the house but she agreed that since the 19 February 2009 meeting in order to access the house one had to go through Debra. She is now denied access to the house and she was denied access in 2015 after the renovations was completed. She said she contributed to the payment of the electricity bill but the receipts were not before the Court. She agreed that there was no discussion amongst the Defendants about contributing equally to the renovations. However, the Defendants did offer money to Debra to do

the renovations. She said she agreed to compensate Debra within reason but not for the sum Debra has claimed.

142. Carol's evidence was that she was not present at the February 2009 meeting; after the February 2009 meeting Debra was in control of the house; Debra prepared the revised Agreement; the purpose of the Las Vegas trip was to discuss the house due to the problems amongst the siblings; and after the Las Vegas meeting Debra continued with the renovations to the house. In my opinion since Carol was not at the 19 February 2009 meeting the discussions which took place was represented to her by Debra in the revised Agreement. I found Carol to be a credible witness since her evidence in chief and cross-examination were in a large part consistent. Further, she was forthright in stating that she was willing to compensate Debra for the renovations, which she did to the house but within reason.
143. Phyllis testified that she was aware that her siblings held a meeting at Janet's house on 19 February 2009 but she was not present. She said that Debra told her that she was fixing up the house for it to be rented on a short-term basis in the name of "Che Cordy" and that when there are tenants her daughter who lives just a few steps away would be able to prepare meals for their accommodation and obtain some funds.
144. According to Phyllis, Hulita and Carol told her that Debra installed a security alarm in the house and she did not give Augustus keys for him to enter the house. On a three-way conversation on the phone with Debra and Carol, Phyllis said she told Debra that what she was doing was wrong and to reconsider her actions. Phyllis said that the sisters took a trip to Las Vegas in October 2013 where they discussed what was said in the

2008 and 19 February 2009 meetings concerning the house. Hulita said they should all start over and get involved in financing the renovation to the house. Debra said “No” since “God has blessed her” and she is doing this to make it a home away from home. According to Phyllis there was no resolution of the issue concerning the house during the said trip.

145. Phyllis said that she called Debra on numerous occasions to discuss what she was doing with the house but Debra never responded. She never had any conversation with Debra with respect to doing any survey for her property or the construction of a retaining wall.
146. In cross-examination Phyllis confirmed that she was not present at the meeting in 2008 and on 19 February 2009 and she was told about the latter by other Defendants. Debra did not tell her about the meetings but Debra told her that she wanted to fix the house and to rent it on a short-term basis. She denied that Debra told her about the decision to give her the house.
147. Phyllis admitted that she was involved in the drafting of the revised Agreement following the 19 February 2009 meeting and she said she also signed it. She denied being one of the persons in a conference call that ensured the revised Agreement excluded in-laws and children. She was aware that Debra was going to renovate the house and she signed off on giving Debra the house to renovate.
148. Phyllis stated that she was aware that Augustus broke into the house because he could not get access since his keys were taken away from him and Debra had also put in a burglar alarm but she did not know why. She did not recall items were missing from the house.

149. Phyllis recalled discussing the house on the Las Vegas trip but not the rental of the house. She denied she did not make it through the entire Las Vegas trip. She accepted that a retaining wall was constructed but they had no discussion about it. She disagreed with the amount being claimed by Debra for renovations and she said that she did not agree to compensate Debra in her Defence. She knows the house is rented, Debra got the tenant and renovated the house. She denied discussing any survey with Debra.
150. Phyllis was not present for the February 2009 meeting. Based on her evidence she found out about the details of the discussions from her siblings who were present, and Debra. She signed the revised agreement which was prepared by Debra. She was aware that Debra had changed the locks in 2011 and that Augustus and Janet broke into the house after Debra had changed the locks.
151. I found that Phyllis's understanding of the 19 February 2009 meeting was limited to the information set out by Debra in the revised Agreement which Phyllis signed. Her consistent evidence was that she signed the revised Agreement since it was to give Debra permission to renovate the house and not to transfer it to Debra.
152. Based on the evidence there were several disputes of facts which are to be determined. When determining questions of fact the Court must weigh the different versions of the events, on a balance of probabilities, in light of the evidence and in doing so the Court is obliged to check the impression of the evidence of the witnesses on it against: (1)

contemporaneous documents; (2) the pleaded case; and (3) the inherent probability or improbability of the rival contentions⁵.

153. I have concluded that there was no clear, unequivocal promise, assurance or intention by all of the Defendants to Debra that they would transfer their interest in the house to her for the following reasons.
154. First, Debra's evidence that the siblings who were present at the 19 February 2009 meeting agreed to transfer their interest in the house to her was contradicted by Ambrose's evidence. Although the Defendants pleaded that only Debra, Angela, Janet, Robert and Ambrose were at the 19 February 2009 meeting, the consistent evidence of Debra, Angela, Janet, Robert, Ambrose, Augustus and Gabriel was that they were all at the said meeting. Ambrose admitted to the contents of Debra's claim in the Appearance Form and he did not file a Defence. His witness statement in a large part supported Debra's case, but in cross-examination he admitted that the siblings at the 19 February 2009 did not agree to transfer their interest in the house to Debra.
155. Second, Debra's evidence that the siblings, Angela, Janet, Robert, Ambrose, Augustus and Gabriel, who were present at the 19 February 2009 meeting agreed to transfer their interest in the house to her was contradicted by her own contemporaneous document, the revised Agreement which she prepared and sent to the Defendants, in particular, the siblings who were not present namely, Carol, Hulita and Phyllis. There was nothing in the revised Agreement which stated that the persons who were present at the 19 February 2009 meeting agreed to give their share

⁵ Horace Reid v Dowling Charles and Percival Bain Privy Council Appeal No. 36 of 1987.

of the house to Debra. The words used by Debra were “released to Debra to do as she please as far as using her own finances to remodel the house and also to upkeep the property to be used as a Guest House.” In my opinion, it was reasonable for any of the siblings who received the revised Agreement, in particular, Hulita, Carol and Phyllis who were not at the 19 February 2009 meeting, to form the view that the persons who were at the said meeting only give Debra permission to do certain works to the house based on the conditions stated in the revised Agreement and they did not agree to transfer their interest in the house to Debra.

156. Third, it is highly likely that Debra was well aware that all was not well with the arrangement which she was relying on for the siblings to transfer their interest in the house to her upon the distribution of the Deceased’s estate either before, during and after the renovations to the house. Debra’s own admission in cross-examination that Augustus and Janet consistently broke into the house after she changed the locks in 2011 demonstrated that she was aware that there were objections from Augustus and Janet on her taking control of the house after 2009 which was inconsistent with Debra’s assertion that the Defendants raised no objections to her actions with respect to the house after the 19 February 2009 meeting.
157. Further, Debra was aware that the objections continued from other siblings after 2011 since it was common ground by the siblings who went to the Las Vegas meeting in October 2013 namely Debra, Angela, Janet, Carol, Hulita and Phyllis that the reason for the said meeting was because there was disagreement amongst the siblings on Debra’s actions with respect to the house.

158. In any event, it is more probable that at the Las Vegas meeting the siblings who were present did not agree for Debra to proceed with the renovations since after that meeting Debra knew that in April 2016 Janet, who was at the Las Vegas meeting, and Robert broke the locks to the house. Further, Debra also knew that on the 30 May 2015 Robert and Carol wrote to the tenant informing her that the lease was invalid and that she could be evicted at any time.
159. Fourth, Debra's case was that the Defendants, by not taking any steps to stop her from having the renovations done, meant that the actions amounted to acquiescence. Based on the conditions in the revised Agreement which Debra prepared the Defendants had agreed for her to do the renovations to the house and to rent it on a short-term basis. Therefore, it is highly plausible that while the Defendants may not have been satisfied with the extent of the renovations and the control which Debra exercised they did not stop her since they had agreed that she could do the renovations and the proceeds from the short-term rental went to Debra alone.
160. Fifth, all the siblings who were at the Las Vegas meeting raised the issue of contributing to the renovations. In my opinion, the actions by these siblings in October 2013 of suggesting that they wanted to contribute to the renovations was inconsistent with Debra's version that they agreed in 2009 to transfer their interest in the house to her.

DETRIMENTAL RELIANCE

161. Debra's evidence was that no renovations took place before 2013 but she had spent money on the house before that date and that the renovations took place after the meeting in Las Vegas in October 2013 until about

2015. Therefore, a significant amount which was spent on renovations to the house by Debra was after October 2013. In my opinion, by this time Debra knew that there was no clear intention or promise from her siblings that they would transfer their interest in the house to her upon the distribution of the Deceased's estate. Therefore, Debra failed to demonstrate that the detriment which she suffered in spending money on the renovation to the house was as a result of her reliance on any clear promise to her or intention from all the Defendants that they would transfer their share in the house to her.

162. For the aforesaid reasons I have found that Debra has failed to demonstrate that she is entitled to any greater share in the house than the share she is entitled as a child of the Deceased.

163. In any event, Debra's evidence was that she has been receiving the rent for the house from 2 May 2015 in the sum of \$2,500.00 per month for her sole benefit. The Defendants have not counterclaimed for any part of that sum nor have they called upon her to account for the use of the said sum. The Defendants also have not raised any challenge to Debra continuing to collect the rent from the house which they said was agreed at the 19 February 2009 meeting.

COSTS

164. The Defendants having been successful, they are entitled to their costs. Ambrose represented himself and he admitted the claim. I would therefore order that he bear his own costs. However, the Defendants are entitled to recover their costs from Debra. In determining the quantum, I have taken into account that the relief which Debra sought from the Court was special damages in the sum of \$442,499.58 less net rental proceeds or Debra's equitable interest in the house which she asserted

was the sum claimed for special damages. Debra's evidence was that she has been collecting the sum of \$2,500.00 in rent from 2 May 2015 to the date of the trial (April 2019) which is approximately \$120,000.00. Although Debra stated that she has been paying utilities, land rent and for the upkeep of the house she did not state the total she has spent. In my opinion pursuant to Rule 67.5 (2) (b) (i) CPR Debra is to pay the Defendants (save and except Ambrose) prescribed costs in the sum of \$53,749.96

CONCLUSION

165. I have concluded that Debra has failed to provide cogent and reliable evidence that her siblings Angela, Janet, Robert, Ambrose, Augustus and Gabriel who were at the meeting held on the 19 February 2009 agreed to transfer their interest in the house to her upon the distribution of the Deceased's estate. Debra also failed to demonstrate that her other siblings namely Hulita, Carol and Phyllis agreed to transfer their interest in the house to her.
166. The evidence of all the Defendants, including Ambrose was that at the meeting of 19 February 2009 the siblings did not agree to transfer their interest to Debra. Debra could not point to any clear, unequivocal promise, assurance or intention by all of the Defendants that they would transfer their interest in the house to her. Debra's evidence that the siblings agreed to transfer their interest to her was also contradicted by the revised Agreement which she prepared and which stated that the house was released to her to remodel and upkeep.
167. In my opinion, the Defendants objected to the extent of the renovations being undertaken by Debra in numerous ways including breaking into the

house and at the Las Vegas trip, where those who were present raised the issue of contribution to the renovations.

168. A significant amount which was spent on renovations to the house by Debra was after October 2013. In my opinion, by this time Debra knew that there was no clear intention or promise from her siblings that they would transfer their interest in the house to her upon the distribution of the Deceased's estate. As such, Debra has failed to demonstrate that the detriment she suffered was as a result of her reliance on any clear promise by the Defendants, and accordingly, she is not entitled to an equitable interest in the house or any share greater than her entitlement as a beneficiary of the estate of the Deceased.

ORDER

169. The Claimant's action is dismissed.

170. The Claimant to pay the Defendants' (save and except the Sixth Defendant) costs of the action in the sum of \$53,749.96.

171. The Sixth Defendant to bear his own costs.

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Margaret Y Mohammed

Judge