

REPUBLIC OF TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

CV 2007-03509

BETWEEN

VERNA BETAUDIER

Claimant

AND

JERMIN SPRINGER
(Legal personal Representative of the estate of Alton Senoe)

And

MARGARET ELIZABETH SIGOURNEY SENOE

Defendants

Before the Honourable Mr. Justice G. Smith

Appearances:

Mr. H. Broomes for the Claimant

Ms. A. Watkins for the Defendants

REASONS

1. The Claimant lives in a house which she helped to build. The house stands on land which now belongs to the Second Defendant. The Second Defendant had sought possession of the house where the Claimant lives and the Claimant now brings this action to assert a proprietary estoppel. The Claimant alleges that this proprietary estoppel entitles her to the beneficial interest in the house and land.

2. The Claimant was the only witness at the trial. After hearing her evidence, I find that she is entitled to a life interest in the property. I grant a declaration to that effect and also grant injunctions against the Defendants to prevent them from interfering with the Claimant's life interest in the property. The Defendants are legally aided and I make no order for costs against them.

3. The Claimant gave scant evidence to support her claim. The evidence was so minimal that I was tempted to set it out in its entirety in this judgment but that would serve no useful purpose.

The Claimant stated that she and one Alton Senoe built a house on land which belonged to one Sonny Senoe, the father of Alton Senoe. Sonny Senoe gave them permission to build on the land. The house was built around 1984. The Claimant provided about half of the money for building the house. The Claimant and Alton Senoe lived together as man and wife in the house until Alton Senoe moved out in 1995. Sonny Senoe (Alton's father) died in 1991 and Alton Senoe died in 1998. The land on which the house was built was transferred to the Second Defendant as the successor in title to

Sonny Senoe. The Second Defendant sent a letter to the Claimant demanding possession of the house. As a result, the Claimant brings this action to say that she is the owner of the property. This was the evidence that was led to establish the proprietary estoppel.

4. Seeing the paucity of evidence, I asked the Claimant some questions to clear up certain doubts, and to my surprise, I got the following information. Sonny Senoe promised the land to his son, Alton. Sonny Senoe never told the Claimant that she would get the land.

5. Let me say that this evidence falls far short of the pleaded case and it limits the type of relief that I could grant to the Claimant. I will set out my reasons for saying this.

6. An equity or proprietary estoppel arises where:-

- (a) the owner of land (O) induces, encourages or allows the Claimant (C) to believe that he has or will enjoy some right or benefit over O's property
- (b) in reliance upon this belief, C acts to his detriment to the knowledge of O and
- (c) O then seeks to take unconscionable advantage of C by denying him the right or benefit which he expected to receive

(See The Law of Real Property by Megarry and Wade, 6th ed page 728).

7. The evidence led is barely adequate to establish a proprietary estoppel. The Claimant established that (a) Sonny Senoe, (the owner) encouraged Alton Senoe and

perhaps the Claimant to build a house on his land and to live there. (b) The Claimant acted to her detriment by moving from her former residence and by providing about half of the cost of construction (c) It is unreasonable to allow the successors of Sonny Senoe, the Defendants, to deny some benefit to the Claimant.

However, this evidence is not sufficient to establish a right of the Claimant to call for the entire beneficial interest in the property. I say so for the following three reasons:

Firstly, there is no evidence of the nature of the right which Sonny Senoe (the original owner of the land) promised to the Claimant and/or Alton Senoe. Further, there is conflicting evidence as to whether any promise was made to this Claimant; in Chief she stated that Sonny Senoe gave both herself and Alton Senoe permission to build on the land. In answer to me she stated that Sonny Senoe promised his son Alton, the land and never made any promise to her.

Secondly, although the Claimant pleaded that she and Alton Senoe built the house and lived there upon the understanding that they were joint tenants, the evidence falls far short of this. All the Claimant said was that Alton Senoe moved out of the house leaving her with the place but he still visited her. No mention was made of any agreement as to the beneficial sharing of the property. Further, the fact that Alton Senoe has three children puts greater strain on any presumption of a joint tenancy.

Thirdly, The Claimant led no evidence about the amount she expended in building the house, nor indeed as to the nature of the structure she calls a house. It may have been minimal expenditure vis-à-vis the value of the land, or the structure itself may have been an insubstantial chattel house. It is difficult to gauge the type of equity her expenditure would give her.

8. In deciding on the equity to grant the Claimant I consider that “The court has a wide discretion as to the manner in which it will give effect to the equity, having regard to all the circumstances of the case and in particular to both the expectations and conduct of the parties.” (See The Law of Real Property op cit at page 728).

I find that in all the circumstances the Claimant is entitled to a life interest in the property in question; and I make the following orders to safeguard that interest.

- (1) The Court declares that the Claimant is entitled to a life interest in the property situated at 24 Maloney Settlement Red Hill D’abadie.
- (2) An injunction is granted restraining the Defendants whether by themselves and/ or their servants and /or agents from interfering with the quiet and peaceful enjoyment of the claimant, of the premises situated at Lot 24 Maloney Settlement Red Hill D’abadie
- (3) An injunction is granted restraining the Defendants, their servants and/or agents from selling, renting, disposing of, or in any way whatsoever from dealing with the said property in any manner, which interferes with the life interest of the Claimant.

Since the Defendants are legally aided, I make no order as to the costs of this action.

Dated the 19th March 2009

Mr. Justice G. Smith
JUDGE

