

**THE REPUBLIC OF TRINIDAD AND TOBAGO**

**IN THE HIGH COURT OF JUSTICE**

**CLAIM NO: CV2019-02957**

**BETWEEN**

**VALARIE ALLISON LANGLEY**

Claimant

**AND**

**NEAL LANGLEY**

Defendant

**Before the Honourable Madame Justice Quinlan-Williams**

**Appearances:** Ms. Simone Vincent for the Claimant  
Mr. Yaseen Ahmed instructed by Ms. Tara Lutchman for the  
Defendant

**Date:** 10 March 2022

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**JUDGMENT**

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1. The claimant and defendant are siblings born to the same father Cyril Langley who died on the 7 March 2011 (“the deceased”). They were not the only children born to the deceased. The other children are not parties in this matter. The deceased’s main asset at the time of his death was the

property situate at 2 New Jersey, La Brea, Trinidad (“the subject property”).

2. There are two Wills purported to be made by deceased. The first Will is dated the 4 June 2009 (“the June Will”) and appoints the claimant as the sole executor of the Will. Therein, the subject property is bequeathed to the claimant absolutely.
3. In the second Will, dated the 16 July 2009 (“the July Will”), the deceased appointed the defendant the sole executor of the Will and the subject property is devised absolutely to the defendant.
4. The subject property is at the heart of the dispute between the claimant and defendant.
5. The claimant says she is solely entitled to this property by virtue of the deceased’s decision to bequeath it to her in his last Will and Testament.
6. Therefore, by fixed date claim form and statement of case filed on the 22 July 2019, the claimant claimed:
  - a. A declaration that the purported Last Will and Testament dated 16 July, 2009 is null and void;
  - b. A declaration that the Last Will and Testament of the Deceased dated the 4 June, 2009 and attached to the Statement of Case marked Exhibit “B” is the true Last Will and Testament of the deceased;
  - c. Alternatively, the Claimant is entitled to the property referred to in the Assessment No C227 together with the content therein at No 2 New Jersey, La Brea, in the Island of Trinidad stated in the Last Will and Testament dated 4 June, 2009;

- d. Costs; and
  - e. Further and/or other relief as the Court shall deem fit.
7. The defendant on the other hand pleads he, his mother and the deceased always resided on the subject property. From about the year 2005 and continuing, the deceased regularly promised the defendant that the house on the subject property would be for the defendant solely and for the defendant's mother as long as she lived.
8. Accordingly, by amended defence and counterclaim filed on the 8 January 2020, the defendant counterclaimed for:
- a. A Declaration that the purported Will dated 16 July, 2009 is null and void;
  - b. A Declaration that the purported Will dated 4 June, 2009 is null and void and of no effect;
  - c. A Declaration that the said Will dated 4 June, 2009 was procured by undue influence and/or duress and/or the abuse of confidence of the Claimant over the deceased and/or the presumption of undue influence applies on the facts of this case;
  - d. A Declaration that the said Will dated 4 June, 2009 be set aside and/or struck out on the ground that no or no reasonable provision have been made for the elderly/sick wife of the deceased father who permanently resides at the subject property at No 2 New Jersey La Brea;
  - e. A Declaration and/or Order that the Claimant is estopped from denying the Defendant the ownership of the subject property on the basis of promissory and/or proprietary estoppel arising from promised made to the Defendant by the deceased father in or about 2005 and thereafter to repair and/or renovate and upkeep the subject property and that after he passed the same would be

owned by the Defendant solely with the Defendant's mother to reside there until she passed and for all children of the deceased to have a place to stay wherever they wanted;

- f. An Order for possession of the subject property;
- g. Costs; and
- h. Such further and/or other reliefs.

### **The Issues**

- 9. The main issues for the court's decision are:
  - a. Is the Will allegedly executed on the 4 June 2009 the last Will and Testament of the deceased; and
  - b. Has the defendant acquired an equitable interest in the said property.

### **Summary of Evidence relating to the main issues**

10. The Commissioner of Affidavits, Ms. Alicia Joseph who prepared the June Will, and the claimant herself testified in support of the claimant's case.

11. The defendant gave evidence in support of his case along with Mr. Andy Wallace and Mr. Victor Daniel who both performed renovation and repair works to the subject property. Ms. Marlene Cambridge, a good friend of the deceased also testified in support of the defendant's case.

- The claimant's evidence

12. The claimant lived at the subject property from the age of 2 years with the deceased, his wife and her other siblings. After sitting Common Entrance, the claimant went to live with her biological mother in Arima. In 1981, the claimant migrated to the United States of America but it never affected the close relationship she shared with her father as they communicated

regularly and she would visit and spend time with him on her holidays to Trinidad twice a year.

13. On her visit to Trinidad in June 2009, the deceased took the claimant to the office a Commissioner of Affidavits, Ms. Alicia Joseph to prepare a Will and affidavit. Ms. Joseph gave evidence that the claimant waited in the reception area while the deceased told her to whom he wanted to devise his property. On the same day, she also prepared a statutory declaration in favor of the claimant regarding the incorrect spelling of her name on her birth paper and declaring that the deceased was the claimant's father. A copy of the claimant's birth certificate is attached to the statutory declaration. The claimant kept copies of the Will and the deceased kept the original in his briefcase.
14. On or about the 4 March 2011 while the claimant was visiting Trinidad, her father asked her to take him to the hospital, as he was not feeling well. The deceased was admitted to the San Fernando Hospital. Because the claimant was leaving Trinidad the next day, she informed the defendant that their father was in hospital. A few days after returning to the United States, a friend informed the claimant that her father had passed and the claimant returned to Trinidad for the funeral.
15. The claimant avers that during the deceased's lifetime, the subject property was always in a good and habitable condition. No major repairs were needed at the time of his death. The works that were conducted on the roof and windows of subject property were done after the death of the deceased. Moreover, the claimant asserted that she is gainfully employed since the 1980s and had no need to borrow money from her father.

16. In the year 2016, when the claimant tried to apply as executor in respect of her father's June Will, the searches revealed that the defendant had applied for a grant of probate in respect of another Will, the July Will. In the July Will, the claimant was not named as the executor nor was she to benefit from any bequest in relation to the subject property or at all.

- The defendant's evidence

17. The defendant lived at the subject property since birth on the 8 April 1966 and continued living there with his parents up to the time of their deaths. In the 1970's, when the claimant was about 8 or 9 years old, she would visit about once per year but never lived at the subject property since she resided with her mother in Arima.

18. In 2002, the house on the subject property comprised a two storey concrete house containing two bedrooms downstairs and three bedrooms upstairs and a toilet and bath, kitchen and living room on both storeys. The defendant mainly stayed in the downstairs portion and his parents occupied the upstairs. The defendant spent time with his parents and shared a close relationship with his father.

19. Although the claimant lived in New York, she visited Trinidad about once or twice a year, checked on their father, and would sometimes talk on the phone when she was away. At times, she asked the deceased for money during her visits.

20. From in or around 2005, the deceased began to regularly promise the defendant that the house on the subject property would go to him solely with his mother remaining there for as long as she lived. The deceased also wanted all his children to have a place to stay whenever they wanted.

21. In that same year, the claimant stopped visiting her father at the subject property and the telephone calls ceased. In 2007, while chatting about the state of disrepair of the house on the subject property, the deceased informed the defendant that the claimant had borrowed \$60,000.00 from him to build a house. She eventually sold the house but did not repay the deceased.
22. In 2008, the claimant resumed her regular visitation to Trinidad to check up on her father. Although the deceased was happy to spend time with the claimant, he complained that she started asking for money and that she believed everything the deceased worked for should be for her and none of his other children.
23. Around this same time, the house was in need of major repairs as the roof was rusting and leaking, the windows were damaged and needed replacing and the ground on both floors required tiling. The defendant and his father also discussed upgrading the electrical to install two air conditioning units. The defendant in reliance on the deceased's promises that the house on the subject property would be his, obtained estimates to refurbish the house. The deceased and the defendant agreed that the deceased would contribute \$25,000.00 and the defendant would put the rest of monies to have the repair works completed.
24. The defendant and his father decided to install a steel roof and selected Mr. Victor Daniel to do the works. He estimated a cost of \$45,000.00 for labour and materials and started the works in late May 2009. During this time, the deceased went to work most days and left the defendant in charge of the works.

25. The works were always very visible due to the materials and equipment stored on the subject property. The claimant was also aware of the works to the roof because in 2009, she visited the subject property and took the deceased out that day.
26. On the 19 July 2009, the deceased informed the defendant of the July Will. The defendant expressed his concern about the exclusion of the deceased's other children from the said Will but the deceased assured the defendant that this is how he wanted it. The deceased never mentioned that he had done another Will and thereafter there was never any discussion about the said July Will. The defendant kept the original will in his room for safekeeping.
27. Based on the deceased's continued assurances, the defendant took over the responsibility of paying the Land and Building Taxes for the years 2008 and 2009. From about 2010 or thereabout, the defendant also paid the electricity and water bills and maintained the yard and surroundings of the subject property.
28. In 2009, the defendant in continuation of the improvements did the electrical works and rewired the upstairs of the house at a cost of \$9,400.00.
29. In late 2009, when the roof works were completed, the defendant paid the approximate sum of \$7,500.00 in material and labour to lift the walls of the house where the roof had been raised. In October 2009, the defendant paid a terrazzo installer the sum of \$4,500.00 to clean and polish the terrazzo flooring upstairs the house.

30. In late 2009 to mid-2010, the defendant purchased tiles, thinset and grout costing about \$12,000.00 to \$13,000.00. In March 2010, the defendant hired Mr. Andy Wallace who tiled the three upstairs bedrooms and charged \$7,000.00 for labour. In August 2010, Mr. Wallace tiled the downstairs, steps and built kitchen counters at a cost of \$5,000.00.
31. In late 2010, the defendant purchased ten window frames for \$10,000.00 and Mr. Wallace converted the old steel window frames to the new aluminum and PVC frames at a cost of \$12,000.00.
32. In early 2011, the defendant again hired Mr. Wallace at a cost of \$5,000.00 to tile the steps, block-up and frame four door spaces. Around the same time, the defendant hired Mr. Barry Cesar to change the toilet bowls in the upstairs and downstairs bathrooms, which costed \$500.00.
33. The defendant asserted that he always took care of his father's needs and took him to his doctor's appointments in Penal. In February 2011, when his father became ill, the defendant took him to the doctor. However, the next day when he was at a restaurant with the claimant, the deceased fell ill and he was taken to the San Fernando General Hospital. That same evening the claimant informed the defendant of what occurred and told him to come to the hospital, as she had to leave for New York. The deceased stayed at the hospital from the 26 February 2011 until his death on the 7 March 2011. The claimant who was at the time in New York, returned for his funeral.
34. In December 2011, the defendant hired one Mr. Sylbert Doyle who charged \$1,100.00 to cast the covers for the septic tank and to do some plastering of the external walls below the windows. Mr. Doyle also replaced seven rotting doorframes at a cost of \$2,100.00.

35. In reliance on the deceased's promise, between 2013 to 2016 the defendant continued the works to the house including: ceiling off the roof, painting the interior and exterior of the house, electrical works, changing water lines, toilet bowls and face basins for both bathrooms and building an entry door upstairs. These works averaged about \$100,000.00 in total and the defendant solely financed these works.
36. At no time after their father's death did the claimant stop or attempt to stop the defendant from continuing the repairs and improvements to the house on the subject property.
37. In April 2011, the claimant disclosed the June Will to the defendant. Subsequently, the defendant applied for a grant of probate of the July Will. At no time was the defendant aware that the July Will was not executed according to law. It was only after the filing of these proceedings and consultation with Ms. Marlene Cambridge that the defendant became aware of the deficiency in the July Will.
38. The witness Ms. Cambridge typed for the deceased during his time as a Justice of the Peace. They became and remained good friends for about 10 years until his death. The deceased confided in Ms. Cambridge and told her that the claimant was pestering him to do a Will and that the claimant always wanted money. The deceased stated that he would make the Will to please the claimant but would change it as soon as she goes back home and make a new Will to leave the property to the defendant.
39. On the 16 July 2009, Ms. Cambridge agreed to witness the July Will. She later met the deceased and he gave her the new Will to read. Ms. Cambridge noticed that the Will was already signed by one witness, Nisha.

Ms. Cambridge was unaware of the procedure for executing a Will and she signed it.

40. The July Will does not comply with the provisions of section 42 of the Wills and Probate Act Chapter 9:03. The witnesses did not sign the Will in the presence of each other and in the presence of the deceased. The parties agree that the July Will is not valid and can have no effect.

## **Law**

41. Contentious Probate Proceedings are commenced by the filing of Fixed Date Claim Forms<sup>1</sup>. After a Fixed Date Claim Form is filed, the claimant and defendant must swear an affidavit describing the relevant testamentary script of which they are aware. A testamentary script is defined in Part 72.5 of the Civil Proceedings Rules (as amended) (“the CPR”) to include a Will. Such testamentary script must be filed within 14 days after the entry of the appearance of the defendant. If the testamentary script is not in their possession or under their control, the claimant or defendant must give the name and address of the person under whose control it is or state that they do not know the name and address of such person.<sup>2</sup>

42. The claimant does not deny that she did not swear and file a testamentary script. Rather, the claimant asserts that such filing is a mere formality that does not affect the validity of the claimant’s claim.

43. The defendant relies on CV2012-03303 *King (In his capacity as Executor of the Estate of Lawrenceia Emmanuel, formerly Lawrenceia Ramond, Deceased) v Leo Martinez*. In that case, the claimant failed to lodge at the

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<sup>1</sup> CPR Part 72, Rule 2(1)

<sup>2</sup> CPR Part 72, Rule 5

court within 14 days after the entry of an appearance by the defendant a testamentary script. The court decided and held that:

“...the Claimant’s failure to comply with Part 72.5 of the Rules is fatal to his claim to have the Will probated. The effect of such a failure is that the Will is not before the court. In my opinion the absence of the Will prevents the making of an order directing that the Registrar issue a grant of probate of it. Neither, unfortunately, can the Claimant seek an order for the probate of a copy of the Will since a copy of the Will has not been placed before me and in any event to do so would require evidence as to the unavailability of the original”.<sup>3</sup>

44. Part 72.5 does not include a sanction for the failure to swear and file a testamentary script. No doubt, a court may have a discretion to find that the failure to file a testamentary script is not determinative of the claim. However, there must be compelling evidence for the court to find that the words “must swear” are not mandatory. It seems to this court, that such discretion must be exercised sparingly, and only on clear evidence to satisfy a court that to do so would be in keeping with the overriding objective of the CPR. It seems that no such compelling evidence was presented in *King* (supra).

45. On the issue whether the claimant unduly influenced/coerced the deceased into creating the June Will, the defendant relies on the case of *Boyse v Rossborough* (1843-60) All ER 610<sup>4</sup>. In that case, undue influence is described as an influence exercised in relation to the Will itself, and it must be of such a nature that the testator was not acting as a free agent but was acting under undue control. The onus is on the party opposing the Will by an allegation of undue influence, to raise and prove it: *Boyse v Rossborough* (supra).

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<sup>3</sup> Judgment of Justice Judith Jones (as she then was), paragraph 9.

<sup>4</sup> These principles have been applied in the Court of Appeal, see *Moonan v Moonan* (1961) 7 WIR 420

46. The defendant relied on *Re Craig Meneces & Or v Middleton* (1971) Ch. 95 (1970) 2 All ER 390 and the framework for the presumption of undue influence and the rebuttable presumption that arises consequential on the relationship between the parties. This case is not applicable because the presumption there applied to the giving of gifts inter vivos.

47. The defendant claims that in any event, he is entitled to the property in dispute by virtue of estoppel. The defendant relies specifically on proprietary estoppel and on *Taylor Fashions Limited v Liverpool Victoria Trustee Co. LTD* [1981] 2 W.L.R. P. 576. In *Taylor Fashions Limited* (supra), Oliver J. provided the following statement of the elements of the doctrine of proprietary estoppel stating:

"If A under an expectation created or encouraged by B that A shall have a certain interest in land thereafter, on the faith of such expectation and with the knowledge of B and without objection from him acts to his detriment in connection with such land a court of Equity will compel B to give effect to such expectation."

48. *Taylor Fashions Limited* (supra) has been applied in many judgments in the Court of Appeal.

## **Findings**

### **The first issue – whether the June Will is the deceased's last Will and Testament**

49. Like the *King* (supra) case, the court is satisfied that there is no Will before this court. The claimant admits that no affidavit of testamentary script was sworn and filed 14 days after the defendant entered an appearance. There is no Will lodged with the Registrar of the Supreme Court. In addition, the claimant on her evidence, does not possess the deceased's original June Will

but a copy of what she claims to be the June Will allegedly executed by the deceased.

50. To make it even more certain that the court should apply the requirement in Part 72 as mandatory, the claimant has given no evidence of any efforts she made to locate the original June Will. She last saw the deceased put the Will in his brief case. She did not try to locate the brief case nor the June Will. The claimant's evidence is that she travelled to Trinidad for the deceased's funeral shortly after his death. There is no evidence that at that time she made searches for the June Will.

51. The claimant repeated, many times, that she has not been to the home since the death of the deceased.

52. As in *King* (supra), the claimant also cannot prove that what she has is a copy of the June Will. The claimant did not account for the unavailability of the original June Will. The claimant is satisfied to say that the deceased gave her a copy of the June Will and kept the original. There is no evidence that the claimant saw the contents of the June Will and that the copy she has is a copy of the June Will.

53. Finally, the June Will was not adduced into evidence, as it was not annexed to the claimant's witness statement. An effort was made to rectify this default by the filing of a supplemental witness statement for the claimant with the copy of the Will annexed, a few days before the trial. This effort failed. The copy of the June Will was annexed to the statement of case and filed in the claimant's unagreed bundle of documents. The onus was on the claimant to have it adduced into evidence – this was not done.

54. Therefore, in all the circumstances detailed above, the court is satisfied that the failure of the claimant to swear and file an affidavit of testamentary script is fatal and the claim fails. The court cannot pronounce that the June Will is the last Will and Testament of the deceased.
55. If the claim did not fail on that basis, the claim would have been dismissed on another ground. The court is satisfied that there was undue influence in the creation and execution of the June Will. This satisfaction comes from the evidence of the claimant as well as the defendant and evidence adduced in the defence.
56. Let me say, I did not find the claimant to be a credible witness for many reasons. These included that she gave evidence about the time she spent with the deceased as a young child and as an adult. However under cross-examination she, for the first time gave the impression that she was not cared for in the home. She said that she raised herself and she only knew of a stepmother. Her evidence in chief paints an entirely different picture. According to the claimant, her stepmother was a teacher who would take her to school with her every day.
57. Of course, the claimant's stepmother was not the only person the claimant attempted to paint with an unflattering brush during her cross-examination. The claimant asserted that she did not speak to her sister Heather.
58. She also claimed that her father called her while she was in Arima to take him to the hospital. The court does not believe this. The claimant lived in the United States and the deceased and his wife lived with the defendant. The court accepts the defendant's evidence that he cared for his father

including taking him to the doctor. If the deceased was not feeling well why would he choose to wait for the claimant to come from Arima? The court does not accept the efforts made by the claimant to say that the defendant and the deceased did not have a good relationship. They lived together; there is no evidence that the deceased made any effort to put the defendant out of his home.

59. On the contrary, the defendant and the deceased financed repairs to the home. There is also no dispute, that the deceased gave what he believed to be his last Will and Testament to the defendant. The court accepts the evidence of the defendant, yet again, on this issue that he took his father to the doctor the day before he was taken to the hospital. As was the claimant's usual practice, she visited her father and took him on an outing. While out with her, the deceased fell ill and had to be taken to the hospital. If the claimant's account is correct - why would she wait two days to tell her brother, who lived with the deceased, that their father fell ill and was hospitalized.

60. Regarding evidence of undue influence, the court is satisfied that the claimant did in fact assert undue influence on her father to cause him to execute the June Will. Firstly, the claimant is the daughter of the deceased. From the evidence, she asserted a great deal of influence over her father. The court is satisfied to the extent that it feels sure, on the evidence of the defendant that the deceased told him the claimant asked on a number of occasions for money and the deceased felt compelled to give her.

61. There was also the evidence that the claimant borrowed money from the deceased but did not return it. Instead, she stayed away from the deceased for some time after she borrowed the money. This evidence was viewed in the context to the deceased wanting to have a relationship with his

daughter. The court accepted the evidence of Ms. Cambridge that the deceased told her the claimant exerted pressure to do a Will and he would do so but would make a later Will in keeping with his free intentions. This is supported by what is accepted as the deceased's attempt to execute a Will in July.

62. Secondly, the circumstances on the day the June Will was executed. The claimant described that her father asked her to meet him on the Promenade in San Fernando on the 4 June 2009. He then told her he was going to do a Will and an affidavit. She waited outside while the deceased completed the process.

63. What is interesting is that in addition to the Will, an affidavit was sworn by the deceased. That affidavit – based on its averments would only have had interest for the claimant. It related not only to her paternity, but to the spelling of her name. Additionally, the claimant's birth certificate was attached to the affidavit. This affidavit is not relevant to the Will, nor is there any reason for the deceased to want to swear such an affidavit.

64. It is clear to the court, and the court is satisfied on a balance of probabilities, that the claimant planned the outing. She needed to have issues around the spelling of her name sorted out. She need to have her paternity clarified and she decided that she should inherit the subject property. She would cause the deceased to satisfy her demands.

65. Thirdly, why would the decease choose to bequeath the property to her? There is no logic and it is contrary to what makes sense. The claimant had her own life in the USA. She visited her father from time to time. On her own evidence, she did not stay in the home when she visited, apart from the one occasion, she attended the Point Fortin Borough Day celebrations.

When she visited, she either spent some short time in the home or took the deceased out.

66. Finally, the court is also satisfied that the deceased did attempt to revoke the June Will that was executed by undue influence exerted upon him by the claimant. The June Will is not the deceased's Will – it is not his last Will and Testament. The claimant used her position and influence as the deceased's daughter to coerce the deceased into executing the June Will.

67. There being no validly executed last Will and Testament executed by the deceased, the deceased's estate will devolve according to the law of intestacy.

**Second issue – whether the defendant has acquired an equitable interest in the said property.**

68. The court is satisfied on the evidence adduced by the defendant that his father, the deceased – by his words and his conduct, promised him an interest in the property.

69. The defendant has acquired an equitable interest. The equity is to permit the defendant to live on the premises, without the fear of any one, including any other beneficiary, dispossessing him. The court is satisfied that the relief appropriate to protect the defendant's occupation and not permit any one to dispossess him, is for the defendant to have a life interest in the subject property.

70. The court is satisfied that the deceased promised him the home. The defendant's evidence is supported by the evidence of Ms. Cambridge. Ms.

Cambridge has no interest in the outcome of the matter. She was a friend of the deceased and the deceased clearly held her in high esteem. Not only did he share his intentions, he asked her to witness his Will. Ms. Cambridge did not know the defendant over the years of her professional and personal relationships with the deceased.

71. Additionally, Ms. Cambridge's evidence about the execution of the July Will supports her credibility and honesty as a witness. Not only did Ms. Cambridge readily admit errors and mistakes made in her evidence but she honestly related the events surrounding the execution of the July Will.

72. The deceased's promise expressed in words to the defendant was supported by the actions of the deceased. The deceased permitted the defendant to arrange for, supervise and to finance the majority of the repairs on the subject property. The deceased was alive when the repairs were done to the roof and windows. The deceased permitted these repairs because his intention was that the defendant would have the home for himself. Of course, the deceased's expectation was that his wife would be permitted to live out the remainder of her life in their home.

73. The court did not believe the claimant when she said that she did not observe any repairs to the home. The evidence satisfies the court that major works were being done when the claimant visited the subject property. If she visited as often as she claimed, she would know the state of the subject property both before, during and after the major repairs to the roof and the windows. Those repairs must have been noticeable to the claimant.

74. Andy Wallace's evidence that he did certain works in 2009, 2010 and 2011 supported by certain receipts was cogent. The witness Victor Daniel said

that after being approached he was hired in March 2009 and commenced the job in May 2009. The defendant testified that he no longer was in possession of many of the receipts from 2009, 2010 and 2011 because of the passage of time. The court finds this to be a reasonable explanation. Because the court found the defendant to be a truthful witness, the court accepted this scenario and not the alternative suggested by the claimant that there were no receipts because no works were done.

75. It seems the reason the deceased made the promise to the defendant, was that of all his children, the defendant was the only one who lived with and cared for him and his wife. His other children, including the claimant had made their own life away from the subject property.

76. The court also accepts the defendant's evidence that the deceased was interested in protecting the defendant's interest in remaining on the property. He wanted the deceased to be able to continue to live in the family home.

77. The words and actions of the deceased caused the defendant to expend his monies on the property before and even after the death of the deceased. The court is satisfied that the defendant did acquire an equitable interest in the property.

78. The court also accepted the defendant's evidence that the deceased wanted all his children to have an interest in the property. The deceased expressed it by telling the defendant that he wanted his children to be able to stay at the subject property when he visited.

79. Having been satisfied that the defendant acquired an equitable interest, the court questioned how should that equity be satisfied, see *Taylor Fashions Limited* (supra). The answer was to permit the defendant

possession of and enjoyment to the subject property by him having a life interest.

**Disposition**

80. The claimant’s claim is dismissed:

- a. The claimant shall pay the defendant’s costs on the claim.

81. There shall be judgment for the defendant on the defendant’s counterclaim as follows:

- a. A Declaration that the purported Will dated 16 July, 2009 is null and void and of no effect;
- b. A Declaration that the purported Will dated 4 June, 2009 is null and void and of no effect;
- c. That the estate of Cyril Langley, who died on the 7 March 2011, is to devolve according the law of intestacy;
- d. A Declaration that, by virtue of proprietary estoppel, the defendant has acquired a life interest in the property situate at No 2 New Jersey La Brea;
- e. On the claimant’s claim the claimant shall pay the defendant’s costs in the sum of \$14,000.00; and
- f. On the defendant’s counterclaim, the claimant shall pay the defendant’s costs in the sum of \$12,000.00.

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Justice Avason Quinlan-Williams

JRC: Romela Ramberran