

SAINT VINCENT AND THE GRENADINES

IN THE HIGH COURT OF JUSTICE

SUIT NO.: 220 of 1992

BETWEEN: AVIS BROWNE PLAINTIFF

V

GODFREY JAMES DEFENDANT

S Huggins Esq for the Plaintiff
R Gonsalves Esq PhD for the Defendant

Mitchell J

JUDGMENT

This is a claim by the Plaintiff for a declaration that she is entitled to a share in the assets acquired by the Defendant between the period 1977 to 1990. By her Statement of Claim filed on 13 May 1992 she makes the following claims. In the year 1977 she was a student at the Petit Bordel Secondary School while the Defendant was a teacher at the same school. They commenced a relationship, and the Plaintiff had to leave school. The Plaintiff became pregnant for the Defendant in 1981. As a result of that pregnancy the Plaintiff had to give up her job as a teacher which she then held. In 1982 the Defendant bought an unfinished house and land. He promised the Plaintiff that upon its completion they would live together at the house. While he was repaying a loan at the Teachers' Credit Union taken out in respect of the house, the Plaintiff was cooking washing and ironing for the Defendant. In order to save money the Defendant would spend his days at the Plaintiff's parents' home where he would have all his meals. In order to cook for the Defendant the Plaintiff supplemented the small child allowance given to her by the Defendant with her own income from smocking. They lived like this for several years. In 1989 the Plaintiff got a good job opportunity in town, but the Defendant encouraged her to stay home and he bought a sewing machine for her. The parties began to farm lands together in the mountain. They pooled the income and the Defendant was able to purchase a pick-up. In 1990 through the instrumentality of the Plaintiff the parties acquired galvanize for the Defendant's house and the parties began to farm another piece of land in the mountain. In October 1990 the Defendant indicated that he was about to complete the house, so the Plaintiff planted a fence around the house and landscaped it, but he neglected to complete the house. In 1991 the relationship broke down.

On 11 May 1994 the Defendant filed a Defence to the following effect. He was a teacher at the Chateaubelair Primary School, not the Petit Bordel Secondary School, and the relationship started in 1979, not 1977. He and his brother Norris bought the unfinished house and land in

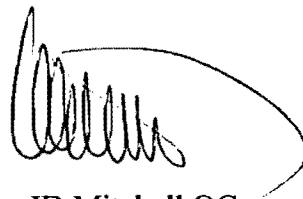
equal shares. He borrowed from the Teachers' Credit Union while his brother paid cash. His mother helped him with his cooking, washing and ironing. He did not spend days at the Plaintiff's house. He regularly gave her money to cook, wash and iron for him in addition to maintenance monies for the child, who was born on 2 February 1982. The Plaintiff had no job opportunity as she alleges. She attended a 1 month sewing course at the 4-H House, and at its completion the Defendant bought her a sewing machine. They never farmed land together in the mountain, and they never pooled any income from the land as alleged. He bought a pick-up van with a second loan from the Teachers' Credit union. He borrowed galvanize from the Plaintiff's father which he returned to him when his Parliamentary Representative secured some for him. They planted the fence, but she did no landscaping. He did not complete the house because he had no money to do so. The Defendant never lived with the Plaintiff, they never had any common intention to build or buy any house, nor did they. She did not contribute anything materially to the Defendant's house.

This matter has been ready for trial since the Request for Hearing was filed on 20 January 1995. It came up for hearing on 2 July 1997 and lasted half a day. The only witnesses were the Plaintiff and the Defendant who gave evidence on their own behalf. There was no independent witness, nor any exhibit of any kind. It was one person's story against the other. The facts as I find them are as follows.

The Plaintiff was a pupil at Petit Bordel Secondary School when she started a relationship with the Defendant who was a junior teacher at the Chateaubelair Primary School. In 1982 when she was 18 years old she had a baby for him, which he supported. They had a visiting relationship, and continued seeing each other until the relationship broke up in 1990. She left him for another man for whom she has a child, and with whom she is now living. The Defendant is paying child support for his child with the Plaintiff. In 1982 after the Plaintiff had had the child she was at home and not working. The Defendant with the help of his brother and of a loan from the Teachers' Credit Union purchased for \$17,000.00 an unfinished building and land. He got the deed in his name. He made the arrangements to borrow the money and make the repayments without any input of any kind from the Plaintiff. She did not know the amount he borrowed, the amount of the monthly installments, the rate of interest, or the duration of the loan. She did not contribute to the purchase price or to the loan repayments. The first thing she urges in support of her claim is that she let her name be used for the Defendant to acquire from a Welfare project some 16 sheets of galvanized iron for the roof. Apparently, every Parliamentary Representative in St Vincent has access to building materials from a government source which he can access for needy cases by filling out and signing a form. Because the Defendant was a civil servant on salary, and not a needy person, the Parliamentary Representative requested the galvanize for the Defendant in the Plaintiff's name and not in the name of the Defendant. I cannot really be expected to accept that act as contribution of the Plaintiff to the house. The second concrete thing the Plaintiff put forward in her evidence in support of her claim was that she and her sister

planted a croton fence at the property in 1990 just before the relationship ended. Unfortunately for the Plaintiff, I find that she has not given me any solid evidence upon which I can find for her on her claim. The other matters such as the planting of the small kitchen garden, or the sewing and taking of smocking piecework, or the cooking and washing for the Defendant from time to time when he visited her mother's house, I find so insubstantial and unrelated to the acquisition of the property that I cannot use them for the purpose they were offered. Her contribution, by way of gardening and smocking, was to helping with her own upkeep and that of the child. The building is still in a state of disrepair. It is presently occupied by the Defendant's brother. The purchase of the pick-up by the Defendant was in no way contributed to by the Plaintiff. It was purchased with a second loan from the Credit Union shortly before the end of the relationship in 1990. In conclusion, I find that there was no common intention on the part of the Plaintiff and the Defendant to purchase, acquire or build the property. The Plaintiff made no contribution referable to the house.

The case for the Plaintiff is dismissed.



ID Mitchell QC

High Court Judge (Ag)

July 14 1997