

THE EASTERN CARIBBEAN SUPREME COURT

IN THE HIGH COURT OF JUSTICE

SAINT VINCENT AND THE GRENADINES

HIGH COURT CIVIL CLAIM NO. 108 OF 2008

BETWEEN:

JAMES MILLINGTON AKA WHITFIELD MILLINGTON

Claimant

v.

JILLIAN SAMUEL

Defendant

Appearances: Ms. Samantha Robertson for Claimant
Mr. S. Williams for Defendant

2008: November 24th

REASONS FOR DECISION

[1] **JOSEPH Monica, J:** On 24th November 2008, I gave judgment for the Claimants and indicated that I would provide written reasons.

MY REASONS:

[2] Claimant James Millington (also known as Whitfield Millington) is the brother of Eurica Walle Davis nee Millington. Eurica W. Davis and Defendant Samuel had a very good relationship – a mother and daughter relationship. Davis encouraged Millington to permit Samuel to be accommodated on the property at Coulls Hill.

[3] Millington resides in Georgetown and his sister Davis was in immediate charge of the property.

[4] The relationship of Davis and Samuel turned sour whereupon Millington and Davis gave Samuel notice to quit the property dated 27th March 2006.

- [5] There is an Indenture dated 25th August 1931 made between Louisa Edwards as vendor, Thomas Webster Clarke, as Trustee, and Ernest Millington as purchaser reciting that on direction of the purchaser, the vendor grants to the Trustee and his heirs to hold the piece of land at Coulls Hill, during his natural life and after his death to the use of Whitfield Millington (son of purchaser Ernest Millington) his heirs and assigns forever.
- [6] There is an Agreement dated 10th July 2003 between Eurica Davis, James Millington and Jillian Samuel, a section of which reads:
- “We the abovementioned agree to rent to Jillian Samuel , one small lot of land situated at Bottom Village to construct one wooden house. No other concrete structure except for the basement floor and the bath and toilet soak-a-way.”
- [7] By the Agreement Samuel was given permission to build a wooden house with only the floor, bath and toilet soak-a-way being of concrete, at an annual rent of \$80.00
- [8] Samuel’s evidence was that although the agreement made no mention of the fact that she was to be given the option to purchase the property should there be a decision to sell, that Davis did so tell her. I do not believe that. I think that Samuel found herself in an awkward position of having to find accommodation when she was given notice to quit, hence that claim.
- [9] Samuel’s evidence: “She (Eurica Davis) gave me right of way to put it. It is for my convenience. I was given permission to put it and I did just what I was told to do.”
- [10] She seemed to be saying that it was permission granted and then almost a command to her to construct the concrete floor, bath and toilet. However, I think she understood that she was given permission as she asked to be given more time to leave the property and was given up to 31st December 2008. She stated that she is willing to leave the property but desired to be compensated for \$8000.00 she has expended.
- [11] Can the Court make an order for compensation as Samuel seeks, bearing in mind that she has admitted that she was given permission to be on the land? In those circumstances I think not and I do not make the order she seeks.

[12] Samuel admits that, although she was given written notice to leave the property in 2006, she is still on the land. She also admits that she has not paid the annual rent of \$80.00 since that year as she wanted to know about compensation for what she had spent on the property. The Court takes into consideration that she was given notice over two years ago and gives her up to 29th February 2009 to leave the property.

[13] The Order:

- (1) Judgment for the Claimant.
- (2) The defendant to remove the wooden house, bath and soakaway and give up possession of the parcel of land situate at Bottom Village, Coulls Hill in Saint Vincent and the Grenadines to the Claimant, not later than 29th February 2009;
- (3) The defendant to pay to the Claimant arrears of rent from 2006 to the date of delivery of possession.
- (4) The Defendant's counterclaim fails.
- (5) Costs to the Claimant.
- (6) Parties are at liberty to apply to the Court.

[14] Counsel for both parties are invited into Chambers to address the Court on costs.

Monica Joseph
High Court Judge (Acting)
25th November 2008.