

**THE EASTERN CARIBBEAN SUPREME COURT
SAINT LUCIA**

**IN THE HIGH COURT OF JUSTICE
(CIVIL)**

CLAIM NO. SLUHCV2021/0488

BETWEEN:

MICHAEL TITUS GILBERT

Claimant

and

CLAUDICIA GEORGE

Defendant

Before:

The Hon. Mde. Justice Kimberly Cenac-Phulgence

High Court Judge

Appearances:

Mr. Michael St. Catherine for the Claimant

Mrs. Lydia Faisal for the Defendant

2023: November 16;	(Trial)
November 29; 30;	(Written Submissions)
2025: February 6.	(Decision)

JUDGMENT

[1] **CENAC-PHULGENCE, J:** This claim arises out of a failed domestic relationship between the claimant, Mr. Michael Titus Gilbert (“Mr. Gilbert”) and the defendant, Ms. Claudicia George (“Ms. George”). It concerns competing claims to an unfinished 20 feet x 28 feet two-storey concrete dwelling house at Aux Leon, Dennery (“the disputed house”). Mr. Gilbert’s case is that he is the owner of the disputed house. He alleges that in 2017 he obtained permission from Invest Saint Lucia Limited to occupy a vacant parcel of Crown land in Aux Leon, Dennery near the home of Ms.

George's father, Mr. Albert George ("Mr. George"). He asserts that he commenced construction of a concrete house on the land for which he personally carried out and financed all of the construction works. Ms. George denies these assertions and contends that the house is hers, having commenced construction in 2008, some years before she met Mr. Gilbert. She accepts that Mr. Gilbert assisted with labour during their romantic relationship but denies any entitlement by Mr. Gilbert to ownership of the house or compensation for his labour.

- [2] Following the breakdown of the relationship between the parties, Mr. Gilbert vacated the premises. Ms. George has remained in occupation. By the instant claim, Mr. Gilbert seeks a declaration of ownership and possession of the disputed house, or alternatively compensation for his expenditure, labour and any other associated costs of constructing the house.

Issues

- [3] The following issues arise for determination:
- (1) Whether, on the evidence, Mr. Gilbert has established that he is the owner of the disputed house.
 - (2) If Mr. Gilbert is not found to be the owner of the disputed house, whether he made any contribution to the construction of the house, and if so, the nature and extent of that contribution.
 - (3) Whether, in light of the Court's findings on the above issues, the claimant is entitled to any of the reliefs claimed, including declaratory relief, possession, or compensation.

The Evidence

- [4] This case is largely to be determined on an assessment of the evidence given by the witnesses and their credibility. The matter of witness

credibility was considered in **Onassis v Vergottis**¹ where Lord Pearce in his dissenting judgment, identified the principal tests for assessing a witness' credibility. He identified the relevant tests as (i) the consistency of the witness' evidence with what is agreed, or clearly shown by other evidence, to have occurred; (ii) the internal consistency of the witness' evidence; (iii) consistency with what the witness has said or deposed on other occasions; (iv) the credit of the witness in relation to matters not germane to the litigation and (v) the demeanour of the witness. The relative importance of each of these will vary from case to case.

- [5] The claimant, Mr. Gilbert was the sole witness called in support of the claimant's case. The defendant's case was supported by her own evidence and that of her father, Mr. George.

The claimant – Michael Titus Gilbert (“Mr. Gilbert”)

- [6] Mr. Gilbert testified that in May 2017 whilst visiting friends in Aux Leon, Dennery, he observed some persons surveying a vacant plot of land near the home of Ms. George's father (“the lot”). Since he had recently sold his own house, he approached the persons with a view to acquiring the lot to build a house. In his pleadings, though, he asserts that he acquired the lot in a bid to improve his relationship with Ms. George. He obtained permission from Invest Saint Lucia Limited (“Invest Saint Lucia”) to occupy the lot and immediately commenced construction of the disputed house. He financed the construction using proceeds from the sale of his plywood house at Over the Bridge, Dennery, to his sister² (\$9,000.00) and from his income as a labourer with CIE Limited³ (where he worked from April 2017 to July 2020).

¹ [1968] 2 Lloyd's Rep 403.

² See Exhibit MG1 (Letter signed by Trudy Gilbert dated 23rd November 2021) at p 96 of Trial Bundle (TB).

³ See Exhibit MG2 (Employment letter from CIE Limited dated 1st June 2017) at 97 of TB.

- [7] Mr. Gilbert's evidence was that he earned \$600.00- \$700.00 fortnightly from his employment. He personally undertook all the labour in his free time and received no help from Ms. George. It took approximately one (1) year to get the house to its present state, however, within six (6) months of commencing construction, the house was habitable, and Mr. Gilbert moved in.
- [8] In or around October 2017, Ms. George, who at the time lived nearby at her father's house, moved into the disputed house with Mr. Gilbert. Mr. Gilbert says that this was done without his permission. In February 2018, after several disagreements Ms. George moved out of the house. Mr. Gilbert remained in the disputed house until April 2018. He decided to sell the house and secured a buyer. Ms. George, however, returned to the house sometime in or around October 2018. Mr. Gilbert's attorney wrote to Ms. George on two (2) occasions⁴ demanding vacant possession of the disputed house, yet Ms. George remained in occupation of the disputed house.
- [9] When questioned about his claim to ownership, Mr. Gilbert remained resolute that Invest Saint Lucia gave him written permission to occupy the lot. He, however, failed to provide any documentary proof of a lawful right to occupy the land on which the disputed house stands. He rejected the suggestion that there had been a wooden house on the site or that Ms. George had occupied the land prior to his involvement. He accepted, however, that the disputed house is situated extremely close to Ms. George's father's house. He further accepted that he had never seen any official survey plan relating to the land and that he could not identify the surveyors whom he claimed to have observed on the site. These deficiencies strike at the core of his asserted claim to ownership.

⁴ See exhibits MG3 (Solicitor's letter dated 2nd October 2018) and MG6 (Solicitor's Letter dated 19th September 2019) at p 98 and 101 of TB.

- [10] Mr. Gilbert was questioned about his relationship with Ms. George during cross-examination. He denied that he and Ms. George were involved in a romantic or sexual relationship. He further denied knowledge of Ms. George's pregnancies and miscarriages and maintained that he was unaware of those matters, notwithstanding medical documentation put to him.
- [11] Mr. Gilbert accepted that, upon reviewing the receipts he exhibited, he was unable to identify the specific items purchased and further accepted that his name did not appear on the majority of those receipts. He, however, rejected the suggestion that Ms. George gave him the money to purchase materials for the disputed house during their relationship. Additionally, Mr. Gilbert acknowledged that the document he relied on to demonstrate the alleged sale of a house to Trudy Gilbert for the sum of \$9,000.00 does not establish that it was signed by her. In addition, he stated that he was unaware that Ms. George continued to reside in the house to date.
- [12] Mr. Gilbert's evidence as to when he left the disputed house and any subsequent visits to it shifted under cross examination. When asked about exhibit MG22 (a receipt for materials dated 1st September 2018)⁵ which post-dated his departure from the house and whether he frequented the disputed house after his departure, Mr. Gilbert stated that he was frightened to go to the house. This directly contradicted his evidence in chief in which he stated, "I left the dwelling house in April 2018 and went to reside in Richfond, Dennery but regularly visited the dwelling house". He also conceded that he left the disputed house on 27th December 2017 rather than April 2018 as was stated in his evidence in chief.
- [13] Mr. Gilbert's inconsistent evidence was again clear when in his witness statement, he said he was looking to acquire the land because he had

⁵ See p 118 of TB.

recently sold his house in Dennery. However, in his pleadings, he had said that he was looking to acquire the land in his bid to improve his relationship with Ms. George and then in cross-examination, vehemently denied that very relationship.

The defendant – Claudicia George (“Ms. George”)

[14] Ms. George testified that she was born in 1973 and has lived at Aux Leon, Dennery, all her life. She stated that she is a market vendor and that prior to that she was employed with Lewis Industries Ltd as a cleaner until January 2015.⁶ She earned \$865.00 fortnightly with Lewis Industries Ltd and made between \$600.00 - \$875.00 a fortnight vending at Bideau Park in Castries. Her evidence was that she began occupying the lot at Aux Leon in or about 1997, when she moved from her father’s nearby house into a small wooden house which she had purchased from Mr. Paulinus Herman Blaize (“Mr. Blaize”).⁷ The wooden house was located on the same land occupied by her family. She maintained that the land was Government land but that her family, including her father, had occupied it lawfully from as early as 1992 when her father obtained permission from the Ministry of Health to construct a septic tank.⁸

[15] Ms. George gave evidence that in or about 2008, after receiving compensation of \$3,200.00 from an insurance claim arising out of personal injuries, she commenced constructing a concrete structure around the wooden house. She explained that construction was carried out incrementally over a number of years, as her finances allowed, with the intention of eventually replacing the wooden house with a concrete dwelling. She stated that by the time she met Mr. Gilbert in or about October 2014, construction of the concrete structure had already commenced though it remained unfinished. At the time, Mr. Gilbert was

⁶ See exhibit CG4 (Letter from Lewis Industries Ltd confirming claimant’s employment) at p 130 of TB.

⁷ See exhibit CG3 (Statutory Declaration of Paulinus Herman Blaize dated 8th April 2022 confirming sale of wooden house) at p 129 of TB.

⁸ See exhibit CG1 (Application to Ministry of Health for septic tank) at p 126.

employed as a handy-man doing “bounce and draw” for different people and had no permanent job. Whilst in the relationship with Ms. George, Mr. Gilbert got a job with CIE Limited (Rayneau) as a labourer.

[16] Ms. George stated that she and Mr. Gilbert entered into a romantic relationship and that he moved into the house with her during the subsistence of that relationship. She stated that Mr. Gilbert assisted with labour on the house during that period but denied that he contributed any funds towards construction. Ms. George’s eldest son helped Mr. Gilbert with the construction works. She stated that Mr. Gilbert did not have the means to construct the disputed house and that it was she and her family who brought it to its present stage. Ms. George’s father contributed cement, steel, rafters for the roof and the two main doors. Her cousin, Nola Barthelemy donated a pile of used galvanize sheets which were used to cover the disputed house.

[17] Ms. George was clear in her evidence that there was never any agreement, discussion, or understanding that Mr. Gilbert would become owner of the house or that he would be compensated for his labour. According to her evidence, Mr. Gilbert’s assistance occurred in the context of their romantic relationship and cohabitation.

[18] Ms. George further testified that the relationship deteriorated and ended on 27th December 2017, at which time Mr. Gilbert voluntarily moved out of the house. She stated that she remained in occupation of the disputed house thereafter and continues to reside there today. She denied Mr. Gilbert’s assertion that she trespassed into the house or that the house belonged to him.

[19] Ms. George denied any knowledge of Mr. Gilbert owning any wooden house, having sold it and contributed \$9,000.00 towards the construction of her home. She stated that as far as she was aware, Mr. Gilbert lived with his previous girlfriend before starting a relationship with her.

[20] Under cross-examination, Ms. George firmly rejected the suggestion that she had no means to acquire the wooden house or to commence construction. She explained that she received assistance from the fathers of her children and relied on her earnings and compensation monies. She denied that Mr. Gilbert constructed the house independently or that she had “bullied” her way into the disputed house. She maintained that the house was hers and that she had obtained a receipt from Mr. Blaize, which got damaged over the years.

[21] She accepted that she did not have many receipts but stated that this was because she did not think of keeping the receipts. Her evidence as to her occupation of the land, the existence of the wooden house, the commencement of construction prior to the relationship, and the nature of Mr. Gilbert’s involvement remained consistent under cross-examination.

Mr. Albert George (“Mr. George”)

[22] Mr. George testified that he is Ms. George’s father and that he has lived on the land at Aux Leon for more than fifty years. He testified that he was granted permission by the Government of Saint Lucia to occupy the land. He gave evidence that Ms. George lived on the same land in close proximity to his home. She purchased a small wooden house in or about 1997 from a man known to him as ‘Polinos’ and later commenced construction of a concrete structure around the wooden house. He confirmed that Ms. George became involved with Mr. Gilbert several years after the construction had already begun.

[23] Mr. George stated that he was familiar with the ongoing works and assisted with some aspects of the construction like making the blocks and setting the foundation. He purchased two (2) new doors as well as all the roofing material for Ms. George’s house except for the used galvanized sheets, which were donated to Ms. George by her cousin, Nola. Mr.

George further assisted his daughter by providing her with electricity and water from his home as well as ground provisions and other food stuff from his garden to help reduce her expenses as she built.

[24] Mr. George accepted that Mr. Gilbert assisted his daughter to build the house by providing labour. He, however, stated that the work done by Mr. Gilbert was of very poor quality. Mr. George's evidence was that he had to fix the partition built by Mr. Gilbert by placing steel in the block holes and filling them up with concrete to prevent the wall from falling. He said that no steel was placed in the flooring and that this resulted in the floor sinking. He had to replace the doors which Mr. Gilbert brought for the house because they were old and crooked.

[25] Despite challenges to his recollection of certain dates and events in cross-examination, Mr. George remained consistent in his evidence that Ms. George occupied the land long before meeting Mr. Gilbert and that Mr. Gilbert's involvement arose only during the subsistence of the romantic relationship. Under cross-examination, Mr. George accepted that his knowledge of the purchase of the wooden house came from what his daughter told him, but he maintained that he knew this to be true. His evidence corroborated Ms. George's testimony on material points.

Issue 1 – Whether, on the evidence, the claimant has established that he is the owner of the disputed house.

[26] Counsel for the claimant, Mr. Michael St. Catherine ("Mr. St. Catherine") submitted that to prove or establish ownership one must provide documentary evidence or cogent evidence to satisfy a reasonable man that the house was built by the person claiming to have built it. Counsel contended that Mr. Gilbert's evidence demonstrated that the land was vacant when he arrived in or about 2017 and that he cleared the area and constructed the disputed house thereon. Mr. St. Catherine stated that Ms. George failed to establish her claim of ownership as she produced no

receipt evidencing the purchase of the wooden house in 1997. Counsel challenged the credibility of the statutory declaration said to emanate from the vendor (Mr. Blaize),⁹ noting that it was obtained well after the commencement of proceedings. He submitted that the statement attributed to Mr. Blaize should not be accepted, as it was dated 8th April 2022 despite being described as being given in 2019, rendering it unreliable.

[27] Mr. St. Catherine further submitted that neither Ms. George nor her father, Mr. George provided corroborative evidence to support the assertion that a wooden house previously existed on the site or that construction occurred “bit by bit” over several years. Emphasis was placed on Mr. Gilbert’s receipts for building materials dated between 2014 and 2017, which Counsel argued supported his assertion that he built the house during that period, and on the alleged absence of receipts from Ms. George prior to 2019. It was further submitted that Ms. George lacked the financial means to purchase land or build a house, given her employment history,¹⁰ income, and family responsibilities¹¹, whereas Mr. Gilbert was employed at CIE Limited from April 2017 to July 2020. Counsel urged the Court to accept Mr. Gilbert’s evidence as more cogent and credible than that of Ms. George and to therefore find that Mr. Gilbert built and owns the house.

[28] Counsel for the defendant, Mrs. Lydia Faisal (“Mrs. Faisal”) submitted that Mr. Gilbert bore the burden of proof but failed to discharge the burden of proving ownership on a balance of probabilities. Counsel argued that Mr. Gilbert’s case was internally inconsistent, unsupported by reliable documentary evidence, riddled with improbabilities and contradicted by objective facts. Mrs. Faisal submitted that Mr. Gilbert’s assertion that the

⁹ At p. 129 of TB.

¹⁰ The defendant’s employment with Lewis Industries ended in January 2015

¹¹ The defendant is the mother of 4 children who at the time of trial were ages 27, 25, 20 and 16

land was vacant in 2017 was untenable, given Ms. George's long-standing occupation of the land since 1997, the existence of her wooden house, and the proximity of the disputed house to her father's residence. Counsel pointed to numerous credibility concerns, including Mr. Gilbert's denial of a romantic relationship despite evidence of cohabitation, inconsistencies as to when and how the land was allegedly "acquired", implausible assertions that a complete dwelling house was constructed within a matter of months while he earned less than \$50 per day and implausible assertions regarding the sale of a wooden house for \$9,000.00 without supporting proof.

- [29] Mrs. Faisal further submitted that Mr. Gilbert produced no evidence of any lawful acquisition or occupation of the land and no valuation of the disputed house. Relying on Article 370 of the **Civil Code of Saint Lucia** ("the Code"),¹² Mrs. Faisal submitted that Mr. Gilbert has failed to rebut the presumption that buildings belong to the person in occupation and control of the land, and accordingly ownership has not been established. On this basis, Counsel submitted that Mr. Gilbert had failed to establish ownership and that the claim ought to be dismissed.

Discussion and Analysis

- [30] Having observed Mr. Gilbert and considered his evidence as a whole, I am not persuaded of his truthfulness. While he maintained that he was the builder and owner of the house, his evidence on critical matters, particularly the status of the land (the existence of a prior structure), his occupation of the land, the nature of his relationship with Ms. George and the basis of his alleged proprietary rights to the disputed house was unsupported by documentary proof, a deficiency he accepted under cross-examination.

¹² Chap 4.01, Revised Laws of Saint Lucia, 2020.

- [31] The Court is satisfied that Mr. Gilbert's mere assertion that the land belonged to the Crown and that he received permission to occupy or build without evidence of same cannot ground a claim to ownership. Mr. Gilbert has not produced any document from Invest Saint Lucia or any other agency to show that he acquired the lot as he said in his pleadings or was granted permission to occupy same. By contrast, Ms. George led cogent evidence establishing her father's occupation of the said land from as early as 1992, including evidence that he was granted permission in that year to construct a septic tank thereon.
- [32] Mr. Gilbert's assertion that the land was vacant at the time he began to occupy it was directly contradicted by both Ms. George and her father, Mr. George. The Court finds Mr. George to be a credible witness, whose evidence was internally consistent and corroborative. He confirmed that Ms. George occupied the land at Aux Leon long before she met Mr. Gilbert. He spoke to the existence of the earlier wooden house on the land, and supported Ms. George's account of incremental construction over time.
- [33] Ms. George also exhibited a statutory declaration sworn to by the vendor of the wooden house, Mr. Blaize. Counsel for the claimant, Mr. St. Catherine took issue with the absence of a receipt dated 1997 and with an apparent inconsistency in Ms. George's evidence as to the timing of the declaration, in that she stated Mr. Blaize gave the statement in 2019 whereas the declaration itself is dated 2022. While there is an inconsistency in Ms. George's evidence as to the date of that declaration, I am however satisfied, having regard to the execution of the statutory declaration before a Justice of Peace (it being duly signed and stamped) as to its propriety and formal regularity. I accept Ms. George's evidence supported by that of her father, Mr. George that she bought the house from Mr. Blaize. My view is further fortified by Ms. George's testimony in cross-examination when she was questioned about the receipt for the

house she bought in 1997. She said that she did have a receipt when she bought the house, but it got old and she had to make another copy because of its condition. Having observed Ms. George, I found her to be a credible witness.

[34] Further, Mr. Gilbert gave evidence that he acquired the land in May 2017. However, in his evidence he stated that he commenced construction of the disputed house in 2015, without any help from Ms. George and provided receipts of his alleged building expenses – the earliest receipt being dated 15th October 2015. He did not correct any part of his witness statement before the trial or during cross examination. This inconsistency in Mr. Gilbert’s evidence can only be attributed to concoction.

[35] If, however, the Court were to accept Mr. Gilbert’s evidence that construction commenced in 2015 notwithstanding his assertion that he identified the land in May 2017, his own evidence that the house took approximately one year to build would place the construction period between 2015 and 2016. This chronology is irreconcilable with Mr. Gilbert’s further evidence that he financed the construction from the sale of his wooden house to his sister and his employment income from CIE Limited. The documentary evidence establishes that Mr. Gilbert did not commence employment with CIE Limited until April 2017, as is confirmed by the job letter addressed to the Bank of Saint Lucia. No evidence was adduced by Mr. Gilbert of his earning capacity prior to April 2017. Ms. George, however, stated that when she met Mr. Gilbert, he had no permanent job – he was a handy-man doing “bounce and draw” for different people.

[36] The Court has also considered the letter purportedly signed by Mr. Gilbert’s sister, Ms. Trudy Gilbert, which was adduced in evidence in support of the alleged sale of his plywood house to her.¹³ That letter is

¹³ See p. 96 of TB.

dated 23rd November 2021 and does not, on its face or otherwise, assist in establishing that the transaction in question occurred at that date and Ms. Gilbert was not called as a witness. In fact, in cross-examination, Mr. Gilbert agreed with Counsel for Ms. George that in the 23rd November 2021 letter, Ms. Gilbert had not stated when she bought the house from him. He also said he 'kind of' agreed that it did not prove that Ms. Gilbert had indeed signed it. If indeed this transaction took place in 2021, which is when it was dated, then it would be inconsistent with Mr. Gilbert's evidence that he used the monies from this sale to finance the construction of the house. Mr. Gilbert gave no evidence of when this alleged sale to Ms. Gilbert took place.

[37] Moreover, when challenged in cross-examination as to how he was able to construct a two-storey concrete dwelling within a one-year period while earning just under \$50.00 per day, Mr. Gilbert revised his evidence to say that the house only took six months to build. The Court finds Mr. Gilbert's evidence as to the duration of construction to be wholly implausible. It is, in the Court's view, incredulous that a two-storey concrete dwelling could have been constructed within six months in Mr. Gilbert's "free time" after work, without help from anyone else while he was earning just under \$50.00 per day. This assertion is unsupported by any independent or corroborative evidence and further undermines the credibility of his account.

[38] In contrast, Ms. George's evidence as to her earning capacity was supported by documentary proof. A letter from Lewis Industries Ltd confirms that she was employed there from April 2012 to January 2015 and earned \$865.00 fortnightly. Although no valuation report or photographic evidence of the disputed house was placed before the Court, the evidence as a whole establishes that the structure consists of a

concrete foundation, block walls, is enclosed by two doors, and is roofed with galvanised sheeting.

- [39] Having carefully assessed the totality of the evidence, the Court finds Ms. George to be a more truthful and reliable witness. Her account was internally consistent and accorded with the objective evidence. It is also inherently more plausible that, given her limited income, she would have received assistance from family members to bring the house to its present stage of construction. That explanation coheres with the physical description of the dwelling and the financial realities disclosed by the evidence.

Conclusion

- [40] Mr. Gilbert's case on ownership rests almost entirely on assertion. Applying the civil standard of proof, the Court finds that he has failed to establish that he is the owner of the disputed house.

Issue 2 – Whether the claimant made any contribution to the construction of the house, and if so, the nature and extent of that contribution.

- [41] Mr. Gilbert's evidence is that he made substantial contributions to the construction of the house, both by labour and by the purchase of materials. He relied on the receipts which he exhibited and which he claimed demonstrated expenditure over the period during which he claimed to be building the house.
- [42] Ms. George accepted that Mr. Gilbert assisted with labour but stated that such assistance was limited, occurred only during the period of cohabitation in exchange for living with her, and was consistent with voluntary assistance rendered within a romantic relationship. Counsel for the defendant, Mrs. Faisal, argued that Mr. Gilbert failed to prove any

meaningful financial contribution, pointing out that many of the receipts were illegible, undated, unrelated to construction, or fell outside the relevant period. Counsel further submitted that even if all receipts were accepted, their total value was wholly insufficient to account for the construction of a concrete dwelling house, though it is unfinished. Counsel contended that Mr. Gilbert failed to prove the nature, value, or extent of any labour contribution and failed to place any evidence before the Court by which such labour could be quantified.

Discussion and Analysis

[43] Mr. Gilbert asserted that his contribution was both financial and physical. In support of this assertion, he relied primarily on receipts which he claimed evidenced the purchase of construction materials. However, the Court finds that the receipts tendered were of limited probative value. A number of the receipts were illegible, undated, did not clearly identify the items purchased, or did not bear Mr. Gilbert's name. The Court further accepts Mrs. Faisal's submission that some receipts fell outside the period during which Mr. Gilbert alleged that construction occurred or even occupied the house. Significantly, when directed to certain receipts during cross-examination, Mr. Gilbert was unable to identify what materials were purchased, how those materials were used in the construction of the house, or his name on the receipts; nor was it set out in his pleadings.

[44] The Court further notes that Mr. Gilbert provided no evidence of the overall cost of constructing the disputed house. In the absence of such evidence, it is impossible to assess whether the amounts reflected in the receipts represented a substantial contribution or were merely incidental expenses. Even accepting the receipts at their highest, their cumulative value (about \$4,500.00) was modest and wholly insufficient, on any

reasonable view, to account for the construction of an unfinished concrete dwelling house. Mr. Gilbert also adduced no corroborative evidence to demonstrate that he bore the financial burden of construction.

[45] With respect to labour, the Court accepts that Mr. Gilbert assisted with construction works on the disputed house. This was expressly conceded by Ms. George and is supported by the evidence as a whole. While the Court is satisfied that Mr. Gilbert provided labour for the construction of the disputed house, he failed to identify with any precision the nature of the work undertaken or the extent to which his labour contributed to the overall progress of the house. No evidence was led to quantify the labour provided, whether by reference to tasks completed or any notional monetary value. In contrast, Ms. George's evidence was that construction of her home was undertaken over a prolonged period with assistance from family members, including her father and eldest son, and that Mr. Gilbert's involvement was limited to the period during which they cohabitated.

[46] The Court accepts Ms. George's evidence that Mr. Gilbert's labour was rendered in the context of a romantic relationship and cohabitation and was consistent with voluntary assistance ordinarily given in such circumstances as being more credible. There was no evidence of any agreement, express or implied, that Mr. Gilbert was to be compensated for his labour or that it was provided on a commercial basis. Mr. Gilbert did not suggest that he kept records of his work, expected payment, or treated his labour as anything other than assistance while residing in Ms. George's house.

Conclusion

[47] In the circumstances, the Court finds that Mr. Gilbert has failed to prove his claim on a balance of probabilities. The Court finds that (i) he failed to prove any financial contribution to the construction of the house, (ii) his contribution was confined to labour, (iii) the extent and value of Mr.

Gilbert's labour were not established and could not be separated from Ms. George's own efforts and the assistance provided by her family and (iv) his labour was rendered gratuitously during the period of cohabitation and does not, without more, amount to a contribution capable of grounding a compensatory claim.

Issue 3 – Whether the claimant is entitled to any of the reliefs claimed, including declaratory relief, possession, or compensation.

[48] In light of the Court's findings that Mr. Gilbert is not the owner of the disputed house and that his contribution was limited to labour provided during a domestic relationship, Mr. Gilbert is not entitled to declaratory relief, possession, or compensation as he seeks. To award compensation in these circumstances would be contrary to settled authority and unsupported by the evidence.

Order

[49] In light of the foregoing, I make the following orders:

1. The claimant's claim is dismissed.
2. The claimant shall pay the defendant prescribed costs in the sum of \$10,000.00 pursuant to CPR 65.5.

**Kimberly Cenac-Phulgence
High Court Judge**

By the Court



Registrar