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ROYAL COURT

75.

30th May, 1990

Before: P.R. Le Cras, Esq., Commissioner, and
Jurats Le Boutillier and Orchard

Between: **Graham Alec Louis** Plaintiff

And: **Peter Joseph Le Liard** Defendant

Action seeking payment for building and
labouring work carried out by the
plaintiff at the defendant's property

Advocate G.R. Boxall for the plaintiff,
Advocate L.A. Wheeler for the defendant.

JUDGMENT

COMMISSIONER LE CRAS: The plaintiff is a self-employed carpenter. He has in the past suffered from depressions and at various times he has been in receipt of considerable sums from the welfare authorities in St. Helier.

The defendant at the time when this claim arose in 1985 was a fifty per cent shareholder in Payne & Buesnel Ltd., the other half share being owned by Mr. B.A. Chambers.

During 1984 the parties who are brothers-in-law, their wives being sisters, had on several occasions worked together.

In 1985, the defendant decided to erect a building or shed, some thirty feet by twenty five feet at his home, the funds therefor being provided by Mr. Chambers, who thereby freed accommodation at his property.

It is common ground, from the evidence of both the parties that the defendant approached the plaintiff to help him. It is equally common ground that the plaintiff did so in various capacities during most of the six months that it took to erect the building. The plaintiff claimed that he had worked seven days a week at an average of fifty hours a week. His case further is that he was to receive £200 at the end of the job and that as the defendant's business picked up then he would pay him (the plaintiff). This version is strongly disputed by the defendant who claims that he asked the plaintiff to assist with the carpentry work; that he had said that he could not afford to pay him a wage, but that if there was anything left he would give him £200. He would not he said have offered to pay him as his mother-in-law's second husband, Mr. J.A. Collins, had offered to do the work at weekends for free. He would not have employed his brother-in-law for labouring as he could not have paid him. He (the plaintiff) was there at his own choice not at the defendant's request. He was not working at the time and was receiving relief. It got him out of the house and was a form of therapy for him. The defendant and his wife provided him with meals and the defendant would take him for a drink after work and give him odd sums of pocket money. In the family, all the members extended help to each other without charge for their services. The plaintiff had pottered about but he was satisfied with his services.

In our view the true position lies somewhere between these extremes.

It is clear to us that there was no definite contract and no fixed hourly rate, nor are we satisfied that the plaintiff worked the hours that he claimed; indeed, during part of the project he had work elsewhere. In our view, the defendant, knowing that his brother-in-law

elsewhere. In our view the defendant, knowing that his brother-in-law was out of work and on Parish Relief was more than happy to take advantage of the situation and to make use of him, but not to pay him, though he did give him meals and beer money.

We agree that the plaintiff did, to some extent, potter about, but we do find that at least some of the carpentry work which he did was work which the defendant could not do himself, and that in general he did contribute some work of value to the project.

Further, we are satisfied that the payment of a sum of money, albeit in indefinite terms, was floated to the plaintiff and that this was the bait that was used to induce him to come. What he did went far beyond the mutual assistance normally offered by one member of a family to another and we find that despite his protestations the defendant did indeed make use of his brother-in-law; and that when he had done so he conveniently forgot about any sum of money to be paid to him.

As to the question of quantum meruit, we were referred to the case of Way -v- Latilla (1937) 3 All ER 759 and at p.763 I quote from the judgment of Lord Atkin: "That while there is therefore no concluded contract as to the remuneration it is plain that there existed between the parties a contract of employment under which Mr. Way was engaged to do work for Mr. Latilla in circumstances which clearly indicated that the work was not to be gratuitous. Mr. Way therefore is entitled to a reasonable remuneration on the implied contract to pay him quantum meruit". And it was put by Lord Wright at p.765 in these terms: "It is however clear on the evidence that the work was done by the appellant and accepted by the respondent on the basis that some remuneration was to be paid to the appellant by the respondent. There was thus an implied promise by the respondent to pay on a quantum meruit that is to pay what the services were worth".

The carpentry work would, as Mr. Collins agreed, take approximately three weeks' work and although, as we say the plaintiff goes nowhere near making out his whole claim, we are satisfied that he did some work for which he was to be paid. In all the circumstances we

find that a fair payment for what he did would amount to £800 and we give judgment in his favour for that figure.

Authorities referred to:

Greig -v- Wackett-Evans (1963) JJ 255.

Osment -v- The Parish of St. Helier (1975) JJ 205.

Mobil Sales and Supply Corporation -v- Transoil (Jersey) Ltd (1981)
JJ 143.

Way -v- Latilla (1937) 3 All ER 759.

Chitty on Contracts: 25th Ed. (Vol. 1) at p.122 (para 123).

Chitty on Contracts: 26th Ed. at pp. 555 and 556 (para 907).