

2/79

15 OF 1977

JUDICIAL COMMITTEE OF THE
IN THE PRIVY COUNCIL

ON APPEAL

FROM THE COURT OF APPEAL OF THE

SUPREME COURT OF

JUDICATURE

TRINIDAD AND TOBAGO

B E T W E E N

RAMDEO MAHABIR

Appellant
(Plaintiff)

A N D

ALLAN PAYNE

Respondent
(Defendant)

RECORD OF PROCEEDINGS

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20, Old Queen Street,
LONDON, SW1H 9HU
Solicitors for the Appellant*

(i)

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15 OF 1977

JUDICIAL COMMITTEE OF THE
IN THE PRIVY COUNCIL

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JUDICATURE

TRINIDAD AND TOBAGO

B E T W E E N

RAMDEO MAHABIR

Appellant
(Plaintiff)

A N D

ALLAN PAYNE

Respondent

18

RECORDS OF PROCEEDINGS

NO. 1

WRIT OF SUMMONS

In the High
Court of the
Supreme Court
of Judicature

No. 1
Writ of Summons
8-4-72

IN THE HIGH COURT OF JUSTICE

NO. 742 OF 1972

B E T W E E N

RAMDEO MAHABIR

Plaintiff

A N D

ALLAN PAYNE

Defendant

20

ELIZABETH THE SECOND, by the Grace of God Queen of
Trinidad and Tobago and her Other Realms and
Territories, Head of the Commonwealth.

In the High
Court of the
Supreme Court
of Judicature

TO : ALLAN PAYNE
STELLA STREET
CUREPE

No. 1
Writ of
Summons
8-4-72

WE COMMAND YOU within eight days after the service of this Writ on you inclusive of the day of such service you do cause an appearance to be entered for you in our High Court of Justice, Port-of-Spain, in action at the suit of RAMDEO MAHABIR and take notice that in default of your so doing, the Plaintiff may proceed therein and judgment may be given in your absence.

WITNESS: The Honourable Mr. Justice Clement Phillips, Acting Chief Justice of our said Court at Port-of-Spain, in the said Island of Trinidad this 8th day of April 1972 10

H.B. This Writ is to be served within twelve Calendar months from the date of the last renewal, including the day of such date and not afterwards.

The Defendant may appear hereto by entering an appearance either personally or by Solicitor at the Registrar's Office at the Court house, in the City of Port-of-Spain.

The Plaintiff's Claim against the Defendant is for:- 20

1. An order setting a certain deed of conveyance dated 4th July, 1964 registered as No. 11964 of 1964 whereby one Beatrice Abidh, now deceased, is purported to have conveyed to the Defendant ALL AND SINGULAR that piece or parcel of land comprising One Lot situate at Stella Street, Curepe, in the Ward of Tacarigua, in the Island of Trinidad, (forming portion of a parcel of land comprising Six Acres Two Roods and Four Perches described in the First part of the First Schedule to Deed registered as No. 145 of 1956) and known as Lot No. 71 and bounded on the North by other lands of the Vendor known as Lot No. 72 rented to Belfon on the South by other lands of the Vendor known as Lot No. 70 rented to Garib on the East by lands of the Incorporated Trustees of the Canadian Mission Presbyterian Church and on the West by Stella Street. 30

2. An injunction restraining the Defendant by himself his servants or agents or howsoever otherwise from purporting to dispose mortgage or in any way deal with the said parcel of land as owner thereof.

14582 .

- 3. A declaration that the Plaintiff is the owner of the said parcel of land.
- 4. Possession of the said parcel of land.
- 5. Costs.
- 6. Such further and/or other relief as the nature of the case may require.

In the High Court of the Supreme Court of Judicature No. 1 Writ of Summons 8-4-72

10 This Writ was issued by Mr. R. Persad-Maharaj, Solicitor of whose address for service is No. 14 St. Vincent Street, Port-of-Spain, Trinidad, Solicitor for the said Plaintiff who resides at Chin Chin Road, Cunupia, Proprietor.

(Sgd) R. Persad-Maharaj
Solicitor for Plaintiff

NO. 2

STATEMENT OF CLAIM

STATEMENT OF CLAIM of the above-named Plaintiff RAMDEO MAHABIR delivered by his Solicitor, MR. RAMESH PERSAD-MAHARAJ of No. 14, St. Vincent Street, Port-of-Spain, this 4th day of October, 1972.

In the High Court of the Supreme Court of Judicature

No. 2
Statement of Claim
4-10-1972

(Sgd) R. Persad-Maharaj
Plaintiff's Solicitor

20

11685

1. By deed of conveyance dated 26th March, 1964, registered as No. 44865 of 1964, one Beatrice Abidh, the fee simple owner of the three several parcels of land therein described, conveyed the same unto herself for life with remainder to the plaintiff and one Ramlochan Mohan in fee simple as joint tenants.

2. The said Beatrice Abidh died on the 25th September, 1964 and the said Ramlochan Mohan died on the 2nd October, 1964. Accordingly the plaintiff is now the sole fee simple owner of the said parcels of land.

of 1964

30

3. By deed of conveyance dated the 4th July, 1964, registered as No. 11964 the said Beatrice Abidh is purported to have conveyed unto the defendant in fee simple ALL AND SINGULAR that parcel of land situate at Curepe comprising ONE LOT (hereinafter referred to as the "said lot of land") more particularly described in the endorsement on the Writ of Summons herein which forms part of the parcel of land firstly described in the Schedule to the said deed of conveyance No. 11685 of 1964 whereof the plaintiff is the fee simple owner.

In the High
Court of the
Supreme Court
of Judicature

No. 2
Statement of
Claim
4-10-72

4. The Plaintiff says that at the time of the purported conveyance unto the defendant of the said lot of land, the said Beatrice Abidh had no title to the fee simple therein and was therefore unable to convey the same unto the defendant. Consequently, the said purported conveyance No. 11964 of 1964, in favour of the defendant is null and void and of no effect in law and ought to be set aside.

10

5. Prior to the death of the said Beatrice Abidh the defendant by deed of lease dated the 30th July, 1960 registered as No. 11248 of 1960 became the lessee of the said Beatrice Abidh in respect of the said lot of land for a term of Twenty-five (25) years commencing on the 1st June, 1960. As from the 2nd October, 1964 the defendant held the said lease of the plaintiff who became his sole lessor by operation of law.

6. Notwithstanding the matters aforesaid the defendant wrongfully claims to be the fee simple owner of the said lot of land and has since July, 1964 denied (and still denies) the plaintiff's title thereto and has thereby incurred a forfeiture of the said lease which the plaintiff has accepted.

7. Further the defendant has threatened and intends to deal with the said lot of land unless restrained from so doing.

And the plaintiff claims:-

20

(i) An order setting aside the purported deed of conveyance in favour of the defendant dated 4th July, 1964 registered as No. 11964 of 1964;

(ii) A declaration that the plaintiff is the fee simple owner of the said lot of land;

(iii) An injunction restraining the defendant by himself his servants or agents or howsoever otherwise from purporting to dispose or mortgage or in any other way deal with the said lot of land;

30

(iv) Possession of the said lot of land;

(v) Costs;

(vi) Such further and/or other relief as the nature of the case may require.

(Sgd) Sonny G. Maharaj
Of Counsel

TO : Mr. Clifford Archibald Roach,
41 St. Vincent Street,
Port-of-Spain,
Defendant's Solicitor.

In the High Court
of the Supreme
Court of Judica-
ture.

I hereby accept delivery of the Statement of Claim
herein although the time for so doing has already
expired.

No. 2
Statement of Claim
4-10-1972

(Sgd) C. Archibald Roach
Defendant's Solicitor

NO. 3

10

DEFENCE

In the High Court
of the Supreme
Court of Judica-
ture

1. The Defendant does not admit paragraph 1 of
the Statement of Claim.

No. 3
Defence
9-11-1972

2. The Defendant does not admit that the said
Beatrice Abidh died on the 25th September, 1964 nor
that the said Ramlochan Mohan died on the 2nd October,
1964. The Defendant denies that the Plaintiff is now
the sole fee simple owner of the said parcels of land.

20

3. The Defendant says that by Deed of Conveyance
dated the 4th day of July, 1964, registered as No.
11964 of 1964 the said Beatrice Abidh for the con-
sideration or sum of \$1,000.00 conveyed to the
Defendant in fee simple All and Singular that piece
or parcel of land comprising One Lot situate at
Stella Street, Curepe in the Ward of Tacarigua in the
Island of Trinidad known as Lot No. 71. The Defendant
denies that the Plaintiff is the fee simple owner
thereof and does not admit that the same forms portion
of the parcel of land described in the alleged Deed
No. 11685 of 1964. Further, if the said lot of land
is a portion of the parcel of land firstly described
in the Schedule to the alleged Deed of Conveyance No.
11685 of 1964 (which is not admitted) and if any
estate or interest passed or had passed under the said
alleged Deed No. 11685 of 1964 (which is denied), the
Defendant says that he was a purchaser for value of
the said lot of land without notice of the Plaintiff's
estate or interest in the said lot of land.

30

4. The Defendant denies paragraph 4 of the State-
ment of Claim.

40

5. The Defendant admits that by Deed of Lease dated
the 30th July 1960 registered as No. 11248 of 1960 he
became the Lessee of the said Beatrice Abidh in respect
of the said lot of land for a term of Twenty-five years
commencing on the 1st day of June 1960 but denies that
the Plaintiff became his sole Lessor by operation of law.

In the High Court of the Supreme Court of Judicature

No. 3 Defence 9-11-1972

6. The Defendant denies paragraph 6 of the Statement of Claim.

7. Save as to admissions herein contained the Defendant denies each and every allegation and/or implication of fact contained in the Statement of Claim as if the same were herein set out and traversed seriatim.

(Sgd) L.A.V. Gobin Of Counsel

Delivered this 9th day of November 1972 by Mr. Clifford Archibald Roach of No. 41 St. Vincent Street, Port-of-Spain, Solicitor for the Defendant.

10

(Sgd) C. Archibald Roach Defendant's Solicitor

I hereby accept delivery of the within Defence although the time for such delivery has already expired.

Plaintiff's Solicitor

NO. 4

NOTES OF EVIDENCE

In the High Court of the Supreme Court of Judicature

No. 4 Evidence of the Plaintiff 13-4-1973

RAMDEO MAHABIR sworn states:-

I live at Chin Chin Road, Cunupia. I am a proprietor. I know the defendant. He lived at Stella Street in Curepe. He has a house on the land which is lot No. 71. This formed part of a larger parcel of which I am the owner. I became owner of it by Deed No. 11685 of 1964. This is a certified copy of it. Produced as Ex. R.M.I.

20

By R.M.I. Mrs. Abidh conveyed three parcels to herself for life with the remainder to me and Mohan. The parcel of land in dispute forms part of the first parcel of land described in this deed. I know the parcel of land described in the first part. I go there to collect rents. There are others on the land apart from the defendant.

30

The defendant has never paid me rent although I have requested it about two to three times. He said: "I have a deed of the land and it is mine.

Mrs. Abidh died on 25th September, 1964. This is a certified copy of her death certificate - Ex. R.M.2.

Mohan died on 2nd October, 1964. This is a copy of his death certificate - Ex. R.M.3.

This is a certified copy of deed No. 11964 of 1964 whereby Abidh purported to convey the land to the defendant (produce Ex. R.M.4).

This is a deed of lease No. 11248 of 1960 between Abidh and the defendant whereby Abidh leased the parcel to the defendant - Produced Ex. R.M.5

10 This is a certified copy of deed No. 14582 of 1956. It is a deed of partition whereby Abidh became owner of the land. Attached is a plan. (Produced Ex. R.M.6) (Indicates portion of lot No. 71)

Cross-Examined:-

I never wrote to you demanding rent. I know other persons claim portion of the land which I say is mine.

Plaintiff closes his case.

NO. 5

EVIDENCE OF THE DEFENDANT

ALLAN PAYNE sworn states:-

20 I live at 71 Stella Street, the same spot that is claimed by the plaintiff.

I was the lessee of Abidh.

The land was assessed in my name and I am paying taxes.

I mortgaged the unexpired portion of the lease of the land to Colonial Life and the mortgage continues. Mrs. Abidh consented.

The lease was for 25 years with no option to continue so I made arrangements to purchase the land from Mrs. Abidh.

30 There was always a verbal arrangement she would sell me the land but I could not take up the purchase as I had a mortgage to help me build my house.

Ex. R.M.4 is my deed. It was executed by Mr. Cobin who was the Attorney for Mrs. Abidh. I have always been in possession of it paying taxes, rates and all the time someone passing saying they are the owner. That is why I refused to pay rent to Mahabir as I bought the place

In the High Court of the Supreme Court of Judicature

No. 4
Evidence of the Plaintiff
13-4-1973

In the High Court of the Supreme Court of Judicature

No. 5
Evidence of the Defendant
13-4-1973

In the High
Court of the
Supreme Court
of Judicature

No. 5
Evidence of the
Defendant
13-4-73

Cross-Examined by Mr. Maharaj:-

I don't know that other people are claiming other portions
by reason of deeds signed by Gobin

Birbalsingh claims another portion of this same six acres.
The deed was prepared by Gobin as Attorney for Mrs. Abidh.
I witnessed the execution of the deed.

My case is that the land is mine and the proof of it is that
I have a deed signed by Mr. Gobin as Attorney for Mrs. Abidh.

I now pay rent to Mr. Mahabir.

NOTES OF TRIAL JUDGE

10

NO. 6

In the High
Court of the
Supreme Court
of Judicature

No. 6
Address by
Counsel for
Plaintiff
13-4-1973

ADDRESS BY COUNSEL FOR PLAINTIFF

Mr. Maharaj:-

My deed is registered before the defendant's therefore the
defendant's deed must be set aside.

23 Halsbury's p. 666 (1391).

The plaintiff became the landlord of a portion of land and the
defendant has in his pleadings denied the landlord's title.

NO. 7

In the High
Court of the
Supreme Court
of Judicature

No. 7
Relief given by
Trial Judge
13-4-1973

RELIEF GIVEN BY TRIAL JUDGE

20

1. That the purported deed of conveyance of the 4th July,
No. 11964 of 1964 be set aside.

2. A declaration by the fee simple owner of Lot 71.

3. An injunction restraining the defendant his servants
and/or agents from purporting to dispose of the mortgage or in
another way deal with the land.

4. Leave is granted and the defendant to surrender possession
within 4 months of today.

Costs of the action to be taxed and paid by the defendant.

NO. 8

REASONS FOR JUDGMENT BY TRIAL JUDGE

In the High
Court of the
Supreme Court
of Judicature

Mr. S. Maharej for the Plaintiff.

The defendant appears in person

In this action both the plaintiff and the defendant claimed title to the same parcel of land by virtue of deeds of conveyance executed by one Beatrice Abidh since deceased. Unfortunately for the defendant his deed is the latter in time.

No. 3
Reasons for
Judgment by
Trial Judge
15-2-1974

- 10 The defendant's true position I found was that he was the tenant of the plaintiff. His pleading however denies that the title to the land in question is in the plaintiff. In the circumstances I found no difficulty in accepting the plaintiff's evidence that the defendant has consistently refused to pay rent because he considers the land to be his. The defendant consequently, I found, was in breach of the condition implied in every lease that the tenant shall not do anything that may prejudice the title of the landlord. A breach of that condition as is to be found stated in Halsbury's Laws of England Vol. 28 (1391) at p. 666 gives to a landlord the right to re-enter upon the land.

I therefore ordered that:

- 23 (1) the deed of conveyance of the 4th July No. 11964 of 1964 purporting to convey the land to the defendant be set aside;
- (2) an injunction be granted restraining the defendant his servants and/or agents from purporting to dispose of mortgage or in any other way deal with the land;
- 23 (3) the defendant surrender possession within 4 months of the day of judgment.

Denis Malone
Judge.

Dated this 15th day of February, 1974.

In the High
Court of the
Supreme Court
of Judicature

NO.

ORDER OF MALONE J.
DATED THE 13TH DAY OF
APRIL, 1973-ENTERED THE
20TH DAY OF OCTOBER, 1976

No. 9
Order of
Malone J.
13-4-1973

This action having been tried on the 13th day of April, 1973,
before the Honourable Mr. Justice Malone and upon hearing Counsel
for the plaintiff and the evidence adduced the defendant appear-
ing in person;

IT IS ORDERED that judgment be entered for the plaintiff and
that the deed of conveyance dated 4th July, 1964 be set aside and
it is hereby declared that the plaintiff is the owner in fee
simple of the property described in the Schedule hereto;

10

AND IT IS FURTHER ORDERED and an injunction is hereby granted
restraining the defendant his servants and/or agents from purpor-
ting to dispose of or mortgage or in any other manner deal with
the said property as owners thereof;

AND IT IS FURTHER ORDERED that the defendant do surrender to
the plaintiff possession of the said property within 4 months of
the date of this judgment.

20

AND IT IS THIS DAY FURTHER ADJUDGED that the plaintiff do
recover from the defendant his costs of this action to be taxed.

Assistant Registrar

SCHEDULE

"ALL AND SINGULAR that piece or parcel of land comprising one
lot, situate at Stella Street, Curepe in the Ward of Tacarigua,
in the Island of Trinidad, (forming portion of a parcel of land
comprising six acres two roods and four perches described in the
First Part of the First Schedule to Deed No. 14582 of 1956) known
as lot No. 71 and bounded on the north by lot No. 72 on the south
by lot No. 70 on the east by lands of the Incorporated Trustees
of the Canadian Mission Presbyterian Church and on the west by
Stella Street."

30

NO. 10

NOTICE OF APPEAL MOTION

In the Court
of Appeal of
the Supreme
Court of
Judicature

No. 10
Notice of
Appeal Motion
14-5-1973

10 TAKE NOTICE that the Defendant-Appellant being dissatisfied with the whole decision contained in the Judgment of the Honourable Mr. Justice D. Malone, Judge of the High Court of Justice, delivered on the 13th day of April, 1973, doth hereby appeal to the Court of Appeal against the whole of the said Judgment upon the grounds set out in paragraph 2 hereof and will at the hearing of the said Appeal seek the relief set out in paragraph 3.

2. GROUNDS OF APPEAL:

The Judgment of the learned trial Judge is unreasonable and/or cannot be supported having regard to the said evidence.

3. The Appellant seeks the following relief from the Court of Appeal:-

- 20 (1) That the said Judgment of the learned trial Judge be set aside and that judgment be entered for the Appellant with costs to be paid to the Appellant by the Plaintiff-Respondent both here and in the Court below;
- (2) Such further and/or other order as the Court of Appeal may find appropriate and/or required.

4. Persons directly affected by the Appeal are:-

<u>NAMES</u>	<u>ADDRESSES</u>
Allan Payne	Stella Street, Curepe
Ramdeo Mahabir	Chin Chin Road, Cunupia

Dated this 14th day of May, 1973.

C. Archibald Roach
Appellant's Solicitor.

To the Registrar of the Supreme Court of Judicature;

And

To Mr. R. Persad-Maharaj, Solicitor for the Plaintiff-Respondent.

In the Court
of Appeal of
the Supreme
Court of
Judicature

NO. 11

No. 11
Notice of
Amendment of
Appeal Motion

TAKE NOTICE that on the day of the hearing of this appeal (and before the commencement of the hearing thereof) application will be made by counsel for and on behalf of the appellant to the Honourable Court of Appeal for an Order granting leave to amend the grounds of appeal duly filed herein by the addition of the following sub-paragraphs:

Paragraph 2: GROUNDS OF APPEAL

- A. There are errors in law in the Reasons, Judgment and Order of the learned trial Judge, errors dis-entitling the Respondent to the relief claimed by him and the Judgment delivered and Orders made in his favour:

PARTICULARS

1. The Plaintiff took nothing under the alleged Deed of Gift No. 11685 of date 26th March, 1964, purporting to convey certain properties to Ramlochan Mohan and Ramdass Mahabir, and the Appellant's Deed of Purchase No. 11964 of date 4th July, 1964, was and is a valid and effective conveyance to the Appellant of the Lot of land conveyed thereby, and is with possession a good valid and effective instrument of title against the Respondent.
2. Assuming (but not admitting) that the Plaintiff did take valid interest under and by virtue of the alleged Deed of Gift, any such interest did not establish the relation of Landlord and Tenant, and did not in law entail forfeiture, Order for Possession and other consequential orders in favour of the Respondent.
3. The consideration in the said alleged Deed of Gift No. 11685 of date 26th March, 1964, not having been truly stated within the spirit and intendment of the Conveyancing and Law of Property Ordinance, such deed should not in all the circumstances of the case be enforceable against the Appellant.

In the Court
of Appeal of
the Supreme
Court of
Judicature

Dated Tuesday, the 27th day of January, 1976.

No. 11
Notice of
Amendment of
Appeal Motion.

Appellant's Solicitors

To the Registrar of the)
Supreme Court of Judicature)
and to Mr. R. Persad-Maharaj,)
Solicitor for the Plaintiff-)
Respondent)

In the Court
of Appeal of
the Supreme
Court of
Judicature

JUDGMENT OF REES, J.A.
SIR ISAAC E. HYATALI, C.J. AND
CORBIN, J.A. AGREEMENT

No. 12
Judgment of
Rees, J.A.
14-5-1976

Delivered by Rees, J.A. :

The material facts in this case are not in dispute, On July 30th, 1960, Beatrice Abidh leased to Allan Payne for a period of twenty-five (25) years a lot of land described as Lot 71, which formed part of a larger parcel of land comprising 6 acres 2 roods and 4 perches at Curepe. By a deed made on March 26th, 1964, she conveyed by way of gift the said parcel of land to herself for her natural life in fee simple with remainder after her death unto and to the use of Ramlochan Mohan and Ramdeo Mahabir in fee simple as joint tenants. This deed was not registered until August 26th, 1964 (No. 11685 of 1964) but on July 4th, 1964, she sold Lot 71 to Allan Payne for \$1,000.00. This deed of conveyance of July 4th, 1964, was registered on September 3rd, 1964, as No. 11964. Beatrice Abidh died on September 25th, 1964, and Ramlochan Mohan died on October 2nd, 1964, whereupon Ramdeo Mahabir requested Allan Payne to pay rent for Lot 71. Payne asserted that he was the owner of Lot 71 and under no duty to pay rent.

On April 8th, 1972, Ramdeo Mahabir, (hereinafter called the Plaintiff) issued a writ claiming (i) an order setting aside the deed of conveyance in favour of Allan Payne dated July 4th, 1964, registered as No. 11964 of 1964; (ii) a declaration that the plaintiff is the fee simple owner of lot 71; (iii) an injunction restraining the defendant by himself his servants or agents or howsoever otherwise from purporting to dispose of mortgage or in any other way deal with Lot 71; (iv) possession of Lot 71.

In his statement of claim the plaintiff alleged "inter alia" that the defendant since October 2nd, 1964, held the said lease of lot 71, as Lessee of the plaintiff who became his sole lessor by operation of law. In his defence the defendant pleaded the conveyance to him by the deed registered as No. 11964 and denied that the plaintiff was either the fee simple owner of Lot 71 or that the plaintiff became the sole lessor by operation of law.

Malone J. in his judgment held that the defendant was a tenant of the plaintiff and that having denied the title of his land-

In the Court
of Appeal of
the Supreme
Court of
Judicature

No. 12
Judgment of
Rees, J.A.
14-5-1976

whereby any real property is transferred from one person to another gratuitously.

It follows from this that the conveyance by way of gift by which Beatrice Abidh purported to transfer the parcel of land including Lot 71 to herself, the plaintiff and another, was not effectual to pass any estate or interest in Lot 71 until August 26th, 1964, the date on which it was registered. Consequently, on July 4th, 1964, when she conveyed Lot 71 to Allan Payne for \$1,000.00 she still had an estate in fee simple in Lot 71 and the deed of conveyance to him being one for valuable consideration and not of gift or of settlement was effectual to pass and in fact passed the legal estate to the defendant on that date. When on August 26th, 1964, the deed of gift was registered it was effectual to pass only that portion of the parcel of land in which she had an estate or interest. She clearly had no such estate or interest in Lot 71 on that date. Moreover, the plaintiff not being a subsequent purchaser for value or a mortgagee without notice within the meaning of s.16(2) of the Registration of Deeds Ordinance obtained no priority against the defendant when registration of the deed of gift was effected.

For the above reasons, I would set aside the judgment of the learned trial judge and enter judgment for the defendant with costs to be paid by the plaintiff both here and in the court below.

Evans A. Rees
Justice of Appeal

I agree Isaac E. Hyatali
Chief Justice

I also agree Maurice A. Corbin
Justice of Appeal

lord to Lot 71 the defendant was in breach of the condition implied in every lease that the tenant shall not do anything that may prejudice the title of the landlord.

In my view when Beatrice Abidh sold Lot 71 to the defendant who was the tenant in possession for a term of years she clearly terminated thereby the relation of landlord and tenant. The effect of the conveyance, assuming it was not impeachable, was to unite the term with the

10 immediate reversion whereupon both estates became vested in the defendant.

Be that as it may, the question of the true construction and effect of the deed of gift registered as No. 11685 of 1964 purporting to convey the parcel of land including Lot 71 to the respondent and others, was one of the main topics of discussion during the hearing but I do not think that it is necessary to give any opinion on that aspect of the matter for the purpose of deciding this case.

20 In my view the whole question turns on the operation of the Conveyancing and Law of Property Ordinance Chapter 27 Number 12 and the Registration of Deeds Ordinance Chapter 28 Number 2 on the conveyances. Section 3 of the Conveyancing and Law of Property Ordinance, so far as material, provides that every deed made after January 10th, 1844 shall be taken to have the same effect as the same would have by the law of England in force on April 1st, 1858, subject however to the provisions of any statutory enactment for the time being in force in

30 Trinidad and Tobago. The relevant law in force in England on April 1st, 1858 was the Real Property Act of 1845 which declared that from the date of the passing of that Act all corporeal hereditaments should be in grant as well as in livery, thus enabling all interests in land whether corporeal or incorporeal, to be conveyed by a simple deed or grant.

One of the statutory exceptions to this rule is s.18(2) of the Registration of Deeds Ordinance which so far as material, provides that no deed of gift or settlement,

40 until registered in manner prescribed (by the Ordinance) shall be effectual to pass any estate or interest in any land sought to be affected thereby. Section 18(2) further provides that for the purposes of this section the term "deed of gift" means any deed or any instrument under the provisions of the Real Property Ordinance,

In the Court
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14-6-76

In the Court
of Appeal of
the Supreme
Court of
Judicature

NO. 13

ORDER ON JUDGMENT

No. 13
Order on
Judgment
14-6-1976

Dated and entered the 14th day of June, 1976
Before the Honourable the Chief Justice
Mr. Justice M. Corbin
Mr. Justice E. Rees

UPON READING the Notice of Appeal filed on behalf of the
above-named Appellant dated the 14th day of May, 1973, and
the Judgment hereinafter mentioned

10 AND UPON READING the Judge's Notes herein

AND UPON HEARING Counsel for the Appellant and Counsel
for the Respondent

AND MATURE DELI ERATION THEREUPON HAD IT IS ORDERED
that this Appeal be allowed and that the Judgment of the
Hon. Mr. Justice Denis Malone dated the 13th day of
April 1973 entered in favour of the Respondent be wholly
set aside and that the costs of this Appeal both here and
in the court below be taxed and paid by the Respondent to
the Appellant.

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S. Cross
Assistant Registrar

NO. 14

ORDER GRANTING CONDITIONAL LEAVE TO
APPEAL TO HER MAJESTY IN COUNCIL

In the Court
of Appeal of
the Supreme
Court of
Judicature

Coram: Sir Isaac Hyatali, Chief Justice,
Corbin and Rees J.A.

No. 14
Order granting
conditional
leave to
appeal to
Her Majesty
in Council
14-6-1976

Made the 14th day of July, 1976.

Entered the 14th day of July, 1976.

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Upon the Petition of the above-named Petitioner dated
the day of July, 1976 for leave to Appeal to Her
Majesty in Council against the judgment of the Court
comprising the Honourable Sir Isaac Hyatali, Chief Jus-
tice, the Honourable Mr. Justice Corbin, Justice of
Appeal and the Honourable Mr. Justice Rees, Justice of
Appeal delivered herein on the 14th day of June, 1976.

In the Court
of Appeal of
the Supreme
Court of
Judicature
No. 14
Order granting
conditional
leave to
appeal to
Her Majesty
in Council
14-5-1976

AND UPON READING the said Petition and the Affidavit of the Petitioner in support thereof sworn to on the 24th day of June, 1976 and filed herein;

AND UPON HEARING Counsel for the Petitioner and for the Respondent.

THE COURT DOTH ORDER that subject to the performance by the said Petitioner of the conditions hereinafter mentioned and subject also to the final order of this Honourable Court upon due compliance with such conditions leave to Appeal to Her Majesty in Council against the said judgment of the Court of Appeal of the Supreme Court of Judicature be and the same is hereby granted to the Petitioner.

AND THIS COURT DOTH FURTHER ORDER that the Petitioner do within six (6) weeks from the date hereof enter into good and sufficient security to the satisfaction of the Registrar of this Court in the sum of \$2,000.00 (two thousand dollars) with one or more sureties or deposit into Court the said sum of \$2,000.00 for the due prosecution of the said appeal and for the payment of all such costs as may become payable to the respondent in the event of the petitioner not obtaining an order granting him final leave to appeal or of the appeal being dismissed for non-prosecution or for part of such costs as may be awarded by the judicial committee of the privy council to the respondent on such appeal;

AND THIS COURT DOTH FURTHER ORDER that all costs of and occasioned by the said appeal shall abide the event of the said appeal to Her Majesty in Council if the said appeal shall be allowed or dismissed or shall abide the result of the said appeal in case the said appeal shall stand dismissed for want of prosecution;

AND THIS COURT DOTH FURTHER ORDER THAT the Petitioner do within four (4) months from the date of this Order in due course take out all appointments that may be necessary for settling the record in such appeal to enable the Registrar of this Court to certify that the said record has been settled and that the provisions of this order on the part of the respondent have been complied with;

AND THIS COURT DOTH FURTHER ORDER that the Petitioner be at liberty to apply at any time within five (5) months from the date of this order for final leave to appeal as aforesaid on the production of a certificate under the hand of the Registrar of this Court of due compliance on

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his part with the conditions of this order.

AND THIS COURT DOTH FURTHER ORDER that there be a stay of execution of the order for costs made by this Court on the determination of the appeal on the 14th day of June, 1976, and that the costs of and incidental to this application be the costs in the cause.

Liberty to apply.

By the Court.

Registrar.

In the Court
of Appeal of
the Supreme
Court of
Judicature

No. 14
Order granting
conditional
leave to
appeal to
Her Majesty
In Council
14-6-1976

In the High Court of the Supreme Court of Judicature

EXHIBITS

RMI

Exhibit RMI Plaintiff's Title Deed No. 11685 of 1964 26-3-1964

TRINIDAD AND TOBAGO

11685

Prepared by me Indar Persad, Barrister-at-Law.

THIS DEED is made the Twenty-Sixth day of March in the year of Our Lord one thousand nine hundred and sixty-four Between BEATRICE ABIDH of Chin Chin, in Ward of Cunupia, in the Island of Trinidad, Proprietress, (hereinafter called "the Donor") of the One Part and RAMLOCHAN MOHAN and RAMDEO MAHABIR both of Chin Chin, in the Ward of Cunupia, aforesaid, Proprietors, (hereinafter called "the Donees") of the other part:

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WHEREAS the Donor is seised and possessed in fee simple free from encumbrances of the freehold lands and hereditaments more particularly described in the Schedule hereto.

AND WHEREAS for the consideration hereinafter expressed the Donor has agreed with the Donees to convey unto herself the Donor and the Donees the lands and hereditaments described in the Schedule hereto in manner hereinafter expressed.

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NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of THE NATURAL LOVE AND AFFECTION which the Donor hath and bears for the Donees the Donor as Beneficial Owner HEREBY CONVEYS unto herself the Donor and the Donees ALL AND SINGULAR the lands and hereditaments described in the Schedule hereto TO HOLD the same unto and to the use of the Donor for and during the term of her natural life in fee simple with remainder after her death unto and to the use of the Donees in fee simple as joint-tenants.

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IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first hereinabove written

THE SCHEDULE REFERRED TO

ALL AND SINGULAR those three several pieces or parcels of land THE FIRST THEREOF situate at Curepe in the Ward of Tacarigua in the Island of Trinidad (forming portion of a parcel of land comprising 546,596 Superficial Feet or 12 acres

In the High Court of the Supreme Court of Judicature

Exhibit RMI Plaintiff's Title Deed No. 11685 of 1964 26-3-1964

2 roods and 8 perches described in the first schedule to deed No. 1627 of 1947) and comprising SIX ACRES TWO ROODS AND FOUR PERCHES being lots Nos 1 to 5 and 44 to 888 (50 lots altogether) and bounded on the North by reserve for widening Watts Street and by a road reserve 33 feet wide on the South by lands of Caroni Limited and by lands of the Incorporated Trustees of the Canadian Mission Presbyterian Church on the East by the remaining portion of the said parcel of land comprising 12 acres 2 roods and 8 perches firstly described in the second part of the Schedule to Deed of Partition registered as No. 14582 of 1956 and by lands of the Incorporated Trustees of the Canadian Mission Presbyterian Church and on the West by lands of Ramdat Mahradge and by lands of Bhadase Sagan Moraj and partly intersected by a road reserve 33 feet wide, which piece or parcel of land is delineated and coloured pink on the plan annexed to the said Deed of Partition No. 14582 of 1956 and marked "A" SAVE AND EXCEPT therefrom lots 3 and 4 conveyed by Deed No. 13894 of 1962 and lots Nos. 50, 51 and 52 conveyed by Deed No. 9101 of 1962 THE SECOND THEREOF situate in the Ward of Chaguanas in the Island of Trinidad comprising SIX ACRES and abutting on the North, East and West upon lands of Culmul Mahato on the South upon lands of Mary Jane Santa and Lallu Ram also called Lallu Ram Save and Except therefrom two parcels of land comprising 1,308 acres and .326 acres respectively acquired by the Crown and Also Save and Except therefrom 4 lots conveyed to one Sulomon by Deed No. 8716 of 1962 AND THE THIRD THEREOF known as Lot No. 98 of Madras Settlement in the Ward of Cunupia in the said Island of Trinidad and bounded on the North by the Madras Settlement Road on the South by Lot No. 117 on the East by Lot No. 136 now Crown Land and on the West by the Madras Settlement Road.

SIGNED AND DELIVERED by the)
 within-named BEATRICE ABIDH) Right thumb impression
 as and for her act and Deed) of Beatrice Abidh
 in the presence of:)

40 James Sooknanan
 John Street
 Chaguanas
 Mechanic

And of me
 Indar Persad
 Barrister at Law

In the High Court of the Supreme Court of Judicature

Exhibit RMI Plaintiff's Title Deed No. 11685 of 1964 26-3-1964

I, INDAR PERSAD of Chaguanas, in the Ward of Chaguanas, Barrister-at-Law, make oath and say that I was personally present together with James Sooknanan of the same place, Proprietor on the 26th day of March 1964 at Chaguanas, aforesaid and did then and there see Beatrice Abidh one of the parties to the within-written deed of gift and made between herself of the one part and Ramlochan Mohan and Ramdeo Mahabir of the other part, sign and deliver the same as and for her act and deed and that the right thumb impression thereto subscribed at the foot of the said deed is of the true and proper thumb mark of the said Beatrice Abidh and also that the signatures "James Sooknanan" and "Indar Persad" thereto also subscribed as those of the witnesses attesting the due execution are respectively of the true and proper handwriting of the same James Sooknanan and of me this deponent.

SWORN to at No. 27 St. Vincent Street, Port-of-Spain this 26th day of August, 1964.) Indar Persad)

Before me

G.T. Collier

Commissioner of affidavits

I, ERROL DONALD STEWART BRAITHWAITE, Deputy Registrar General of Trinidad and Tobago, do hereby Certify that the annexed Deed dated the 26th day of March in the year One Thousand Nine Hundred and Sixty-four and expressed to be made between BEATRICE ABIDH of the one part and RAMLOCHAN MOHAN and RAMDEO MAHABIR of the other part was delivered to me by Ramesh Persad Maharaj, Articled Clerk of Chaguanas for Registration on Wednesday the 26th day of August in the year One Thousand Nine Hundred and Sixty-four at 11 minutes after 2 o'clock in the afternoon and that the said Deed is Registered under No. 11685 of the year One Thousand Nine Hundred and Sixty-four that the number of pages on which the said Deed with affidavit is written is two.

Dated at Port-of-Spain, this 26th day of August in the year One Thousand Nine Hundred and sixty-four.

FEE - \$4.80

E.D.S. Braithwaite Deputy Registrar General.

Registrar General's
Office
Red House,
Port-of-Spain

18th September, 1974

I certify that the foregoing three pages contain a true
and correct copy of the Original protocolled under No.
11685 Protocol of Deeds for the year 1964.

H. Persad-Maharaj
Ag. Dep. Registrar General

In the High
Court of
the Supreme
Court of
Judicature

Exhibit R.M.I.
Plaintiff's
Title Deed
No. 11685
of 1964
26-3-1964

In the High Court of the Supreme Court of
Judicature. Exhibit R.M.2. Death Certificate
of Mrs. Beatrice Abidh, 22-7-1976

R.M.2.

A. No. 79382

Death in the Sub-Division Chaguanas North Chaguanas Ward 43694

NO.	WHEN DEAD	NAME AND SURNAME	SEX	AGE	RANK AND PROFESSION AND COUNTRY OF BIRTH	CAUSE OF DEATH	SIGNATURE, DESCRIPTION & RESIDENCE OF INFORMANT	WHEN REGISTERED	SIG. OF REG.	WHERE DIED
788	25-9-64	BEATRICE ABIDH	F	75 YRS	PROPRIETRESS CHARLIEVILLE	CHRONIC BRONCHITIS FULNINARY CONGESTION MYOCARDIAL DEGENERATION ARTERIS SCLEROSIS CERT. BY DR. HAROLD LITTLEPAGE	CYRIL SOLOMON OCCUPIER CHARLIEVILLE	26-9-64	Sookpalee, Registrar	CHARLIEVILLE

I, Irma Arthur Ag. 3rd Dep. Registrar General of Trinidad and Tobago, do certify that the above is a true and correct copy of the Entry No. 788 Vol: 3 entered at Page 234 Register of Deaths for the year 1964.

In Witness whereof I have hereunto set my Hand and affix my Seal of Office, this 22nd day of July in the year of Our Lord one thousand nine hundred and seventy-four.

(Sgd) I. Arthur
Ag. 3rd Dep. Registrar General.

In the High Court of the Supreme Court
of Judicature. Exhibit RM3. Death
Certificate of Ramlochan Mohan. 20-9-74.

R.M.3.

A. No. 80830

63365

Death in the Central District of Port-of-Spain

NO.	WHEN DEAD	NAME & SURNAME	SEX	AGE	RANK & PROFESSION & COUNTRY OF BIRTH	CAUSE OF DEATH	SIGNATURE, DESCRIPTION & RESIDENCE OF INFORMANT	WHEN REG'D	SIGNATURE OF REGISTRAR	WHERE DIED
11	2-10-64	Ramlochan Mohan	M	63	Trinidad of Madras Settlement Chin Chin Road, Cunupia	Right Lower Lobe Pneumonia with Pleural Offusion Certified by Dr. Rolston	R. Hamilton For H.L.M.	23-10-64	J. Pierce Dep. Reg.	General Hospital P-O-S.

I, Irma Arthur Ag. 3rd. Dep. Registrar General of Trinidad and Tobago, do certify that the above is a true and correct copy of the Entry No. 41 Vol. 4 entered at Page 39 Register of Deaths for the year 1964.

In Witness whereof I have hereunto set my hand and affix my Seal of Office this 20th day of September, in the year of Our Lord one thousand nine hundred and seventy-four.

I. Arthur

Ag. 3rd Dep. Registrar General.

R.M.4.

In the High Court of the Supreme Court of Judicature.

TRINIDAD AND TOBAGO

Exhibit R.M.4. Defendant's Title Deed No. 11964 of 1964.

I hereby certify that the within transaction does not form part of a larger transaction or of a series of transactions in which the consideration in the aggregate exceeds the sum of One thousand five hundred dollars.

11964

L.A.V. Gobin

Barrister-at-Law

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This Deed was prepared by me

L.A.V. Gobin

BARRISTER-AT-LAW

THIS DEED made this Fourth day of July in the year of Our Lord one thousand nine hundred and sixty-four Between BEATRICE ABIDH of Madras Settlement, Chin Chin, in the Ward of Cunupia, in the Island of Trinidad, Widow (hereinafter called "the Vendor") of the one part and ALLAN PAYNE of Stella Street, *Curepe* in the Ward of Tacarigua in the Island of Trinidad, Insurance Salesman, (hereinafter called "the Purchaser") of the other Part.

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WHEREAS the Vendor is seised and possessed in fee simple of the hereditaments and premises described in the Schedule hereto Subject to a certain Deed of Lease (hereinafter referred to as "the said Lease") bearing date the 30th day of July, 1960, and registered as No. 11248 of 1960 and made between the Vendor of the One Part and the Purchaser of the Other Part but otherwise free from all encumbrances.

AND WHEREAS the Purchaser is entitled and is in possession to the said hereditaments for the term of years created by the said lease free from encumbrances thereon.

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AND WHEREAS the Vendor has agreed with the Purchaser for the sale to him of the freehold conversion of the said hereditaments expected upon the determination of the said lease for the sum of ONE THOUSAND DOLLARS.

NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the sum of One Thousand Dollars paid to the Vendor on or before the execution of these present

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(the receipt whereof the Vendor hereby acknowledges) the Vendor as beneficial owner hereby conveys unto the Purchaser ALL AND SINGULAR the said hereditaments described in the Schedule hereto TO HOLD the same unto and to the use of the Purchaser in fee simple to the intent that the term granted by the said Lease shall forthwith merge and be extinguished in the fee simple thereof.

In the High Court of the Supreme Court of Judicature

Exhibit R.M.4 Defendant's Title Deed No. 11964 of 1964

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first hereinabove written.

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THE SCHEDULE HEREINABOVE WRITTEN

ALL AND SINGULAR that piece or parcel of land comprising One Lot situate at Stella Street, Curepe, in the Ward of Tacarigua, in the Island of Trinidad, (forming portion of a parcel of land comprising Six Acres two roods Four Perches described in the First Part of the First Schedule to Deed registered as No. 14582 of 1956) and known as Lot No. 71 and bounded on the North by other lands of the Vendor known as Lot No. 72 rented to Balfonoon the South by other lands of the Vendor known as Lot No. 70 rented to Garib on the East by lands of the Incorporated Trustees of the Canadian Mission Presbyterian Church and on the West by Stella Street.

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SIGNED AND DELIVERED by the)
within-named Lucien Albert)
Gobin the lawful Attorney)
for Beatrice Abidh as and)
for her act and deed in the)
presence of:)

Beatrice Abidh
by her Attorney
L. A. V. Gobin

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Deo Rampersad
of Curepe
(illegible)

And of me
Gerald Theophilus Collier
a Justice of the Peace
for Trinidad and Tobago.

I, DEO RAMPERSAD of Curepe, in the Ward of Tacarigua, in the Island of Trinidad, Proprietor, make oath and say that I was personally present on the 4th day of July, 1964, at the said City of Port-of-Spain, in the Island of Trinidad, together with Gerald Theophilus Collier Justice of the Peace for the Territory of Trinidad and Tobago, and did then and there see Lucien Albert Vincent Gobin the Lawful Attorney for Beatrice Abidh one of the parties to the within written deed purporting to be a deed of two parts and made between the said Beatrice Abidh

In the High
Court of the
Supreme Court
of Judicature

Exhibit R.M.4
Defendant's
Title Deed
No. 11964 of
1964

of the one part and Allan Payne of the other part sign the same as and for her act and deed; that the signature "Beatrice Abidh by her Attorney L.A.V. Gobin" at the foot of the said deed subscribed is the true and proper hand- writing of the said Lucient Albert Gobin the lawful Attorney of the said Beatrice Abidh and that the signatures "Deo Rampersad" and "Gerald Theophilus Collier" at the foot of the said deed also subscribed as those of the witnesses attesting the due execution of the same by the said Lucien Albert Vincent Gobin the lawful Attorney of the said Beatrice Abidh are the true proper and respective handwriting of me this deponent and of the said Gerald Theophilus Collier.

Vincent

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SWORN to at No. 2 Sackville Street)
in the City of Port-of-Spain this)
3rd day of September, 1964.)

Before me

L.C. Weeks

Commissioner of Affidavits

I, ERROL DONALD STEWART BRAITHWAITE, Deputy Registrar General of Trinidad and Tobago, do hereby Certify that the annexed Deed dated the 4th day of July in the year one thousand nine hundred and sixty-four and expressed to be made between Beatrice Abidh of the one part and Allan Payne of the other part was delivered to me by Ken Johnson, Law Clerk of Port-of-Spain for Registration on Thursday the 3rd day of September in the year one thousand nine hundred and sixty-four at 7 minutes before 2 o'clock in the afternoon and that the said Deed is Registered under No. 11964 of the year one thousand nine hundred and sixty-four that the number of pages on which the said Deed with affidavit is written three.

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Dated at Port-of-Spain, this 3rd day of September in the year one thousand nine hundred and sixty-four

FEE \$4.80

Errol Donald Stewart Braithwaite
Deputy Registrar General

TRINIDAD AND TOBAGO

REGISTRAR GENERAL'S
OFFICE,
RED HOUSE,
PORT OF SPAIN
12th July, 1974.

In the High
Court of the
Supreme Court
of Judicature

Exhibit R.M.4.
Defendant's
Title Deed
No. 11964 of
1964
4-7-1964

I certify that the foregoing four pages contain a true
and correct copy of the Original protocoled under No.
11964 Protocol of Deeds for the year 1964.

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E.D.S. Braithwaite
Deputy Registrar General

R.M.S.

TRINIDAD

T.M. KELSHALL & CO.

In the High
Court of the
Supreme Court
of Judicature

Prepared by
V.L. Stollmeyer
Conveyancer.

11248

Exhibit R.M.S.
Defendant's
Deed of Lease
No. 11248 of
1960
30-7-1960

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THIS DEED made this Thirtieth day of July in the year of
Our Lord one thousand nine hundred and sixty Between
BEATRICE ABIDH of Chin Chin Road, Madras Settlement in
the Ward of Chaguanas in the Island of Trinidad, Widow,
(hereinafter called "the Lessor" which expression where
the context so admits shall include her heirs and assigns)
of the one part and ALLAN PAYNE of Market Street, Arouca in
the Ward of Tacarigua in the said Island of Trinidad
Insurance Salesman (hereinafter called "the Lessee" which
expression where the context so admits shall include his
executors administrators and assigns) of the Other Part:

31

WITNESSETH that in consideration of the premises and of
the rent hereby reserved and of the covenants hereinafter
contained and on the part of the Lessee to be paid observed
and performed the Lessor hereby demises unto the Lessee
all and Singular the parcel of land comprised and des-
cribed in the Schedule hereto: TO HOLD the same unto the
Lessee for the term of Twenty-Five years from the first
day of June one thousand nine hundred and sixty YIELDING
AND PAYING therefor during the said term the yearly rental
of FIFTEEN DOLLARS payable annually on the thirty-first day
of May in each and every year the first payment to be made
on the thirty-first day of May one thousand nine hundred
and sixty-one AND the Lessee hereby covenants with the
Lessor in manner following, that is to say: that he the
Lessee will pay the rent hereby reserved at the
times and in the manner aforesaid: AND ALSO WILL

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In the High Court of the Supreme Court of Judicature

Exhibit R.M.5. Defendant's Deed of Lease No. 11248 of 1960 30-7-1960

not assign underlet or part with the possession of the said premises or any part thereof at any time (otherwise than by will or as a monthly tenancy) without consent in writing of the Lessor for that purpose first had and obtained:

AND the said premises shall not nor shall any part thereof or any buildings erected thereon be used or occupied as a shop or for the purpose of any public show or as a barracks or other separate tenements or for any other purpose or in any other way than as a single private dwelling house or cottage or building appurtenant thereto nor to use the same nor allow the same to be used for any immoral or illegal purpose:

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AND also will pay all taxes rates duties and assessments whatsoever now or hereafter to be imposed on any buildings and erections whatsoever now or hereafter to be erected on the said parcel of land hereby demised PROVIDED ALWAYS and it is hereby agreed and declared that if the said yearly rent of Fifteen dollars or any part thereof shall be in arrear and unpaid for the space of twenty-one days next after the day whereon the same ought to be paid as aforesaid whether the same shall or shall not have been legally demanded or if there shall be any breach or non-observance of the Lessee's covenants herein contained then and in any of the said cases it shall be lawful for the Lessor at any time thereafter into and upon the said demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as in her former estate:

20

AND the Lessor hereby covenants with the Lessee that the Lessee paying the rent hereby reserved and observing and performing the covenants and conditions herein contained and on his part to be observed and performed shall and may peaceably and quietly hold and enjoy the said premises hereby demised during the said term without any lawful interruption or disturbance from or by the Lessor or any person rightfully claiming under her:

30

AND it shall be lawful for the Lessee at the expiration of the term hereby granted after having duly paid the rent and performed and observed all the covenants and conditions herein contained to remove take down and carry away for his own use and benefit all buildings erected by him on the said parcel of land hereby demised.

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IN WITNESS WHEREOF the Lessor has hereunto set her hand the 30th day of July one thousand nine hundred and sixty and the Lessee has hereunto set his hand the 30th day of July one thousand nine hundred and sixty.

THE SCHEDULE ABOVE REFERRED TO

In the High Court of the Supreme Court of Judicature

Exhibit R.M.5. Defendant's Deed of Lease No. 11248 of 1960 30-7-1960

10 ALL THAT parcel or lot of land situate at Curepe in the Ward of Tacarigua aforesaid (forming portion of a parcel of land comprising Six Acres Two Roods and Four Perches described in the First Part of the First Schedule to Deed No. 14582 of 1956) known as Lot No. 71 and bounded on the North by other lands of the Lessor known as Lot No. 72 rented to Balfon on the South by other lands of the Lessor known as Lot No. 70 rented to Garib on the East by lands of the Incorporated Trustees of the Canadian Mission Presbyterian Church and on the West by Stella Street (formerly Belle-Smythe Street).

SIGNED AND DELIVERED by the)
within named Beatrice Abidh) Beatrice Abidh X
in the presence of:) Her mark
)
And of me
J. Hinds,) Victor H. Stollmeyer
11 St. Vincent Street,) Conveyancer
20 Port-of-Spain,
Clerk.

SIGNED AND DELIVERED by the)
within named Allan Payne in) Allan Payne
the presence of:)
)
And of me
J. Hinds,) Victor H. Stollmeyer
11 St. Vincent Street,) Conveyancer.
Port-of-Spain,
Clerk.

30 I, JACOB HINDS of No. 11 St. Vincent Street, Port-of-of-Spain, Clerk, make oath and say that I was personally present on the 30th day of July 1960 at Port-of-Spain aforesaid and did then and there see Beatrice Abidh and Allan Payne parties to the within written deed purporting to be a deed of two parts and made between the said Beatrice Abidh of the one part and Allan Payne of the Other Part sign and deliver the same as and for their respective act and deed and that the signature "Allan Payne" thereto subscribed is of the proper handwriting of the said Allan Payne and that the cross or mark between the name and words "Beatrice Abidh her X mark" is of the true and proper handmark of the said Beatrice Abidh and that the signatures "J. Hinds" and "VICTOR H. STOLLMAYER" thereto also subscribed as of the witnesses attesting the due execution thereof by the said Allan Payne and Beatrice Abidh in manner aforesaid are of the proper handwriting of me this deponent and of the said Victor Humphrey Stollmeyer.

40 SWORN to at No. 30 St. Vincent)
Street, Port-of-Spain, this 12th) J. Hinds
day of August 1960.)
)
Before me
A.C. Clarke
COMMISSIONER OF AFFIDAVITS

In the High
Court of the
Supreme Court
of Judicature.

Exhibit R.M.5.
Defendant's
Deed of Lease
No. 11248 of
1960
30-7-1960

I, MARY ODILONA LEE, Ag. Deputy Registrar General of
Trinidad and Tobago, do hereby Certify that the annexed
Deed dated the 30th day of July in the year one thousand
nine hundred and sixty and expressed to be made between
BEATRICE ABIDH of the one part and ALLAN PAYNE of the other
part was delivered to me by Ecliff Rodriguez of San Juan,
Office Boy for Registration on Friday the 26th day of
August in the year one thousand nine hundred and Sixty at
one minute before 2 o'clock in the afternoon and that the
said Deed is Registered under No. 11248 of the year one
thousand nine hundred and sixty that the number of pages
on which the said Deed is written is four. 16

Dated at Port-of-Spain, this 26th day of August in the
year one thousand nine hundred and sixty.

FEE \$2.40

Mary O. Lee
Ag. Deputy Registrar General

TRINIDAD AND TOBAGO

Registrar General's Office,
Red House, Port-of-Spain,
18th July, 1974. 20

I certify that the foregoing five pages contain a true and
correct copy of the Original protocolled under No. 11248
Protocol of Deeds for the year 1960

E.D.S. Braithwaite,
Deputy Registrar General.

TRINIDAD

This is the deed marked "A" referred to in the annexed affidavit of Albert Haynes, sworn to before me this 26th day of November, 1956.

R. Leyland Laforest
Commissioner of Affidavits

Prepared by me,
Victor H. Stollmeyer,
Conveyancer 14582

In the High
Court of the
Supreme Court
of Judicature

Exhibit R.M.6
Mrs. Abidh's
Deed No. 14582
of 1956.
31-10-1956

10 THIS DEED made the ^{thirty} ~~twenty~~-first day of October in the year of Our Lord one thousand nine hundred and Fifty-six between THE PUBLIC TRUSTEE OF THE COLONY OF TRINIDAD AND TOBAGO, the legal personal representative of Clarence Carmichael Abidh, deceased, (hereinafter called "the Public Trustee") of the One Part; BEATRICE ABIDH of Chin Chin, Chaguanas in the Island of Trinidad, Widow, of the Second Part; and STELLA PIARI ABIDH of Siparia in the County of St. Patrick, in the said Island, Medical Officer of Health of the Third Part:

20 WHEREAS:

1. Clarence Carmichael Abidh (hereinafter called "the Testator") by his last Will dated the 6th July, 1936, bequeathed all his real and personal estate unto his daughter the said Stella Piari Abidh (hereinafter called "Stella Abidh") and his wife the said Beatrice Abidh in equal shares and he appointed Stella Abidh and the said Beatrice Abidh as executors thereof.
2. The Testator died at Charlie Village, Chaguanas aforesaid, on the 22nd January, 1952 and Letters of Administration with the said Will annexed of the Estate of the Testator were on the 23rd October 1953 granted by the Supreme Court of Trinidad and Tobago to the Public Trustee (the said Beatrice Abidh and Stella Abidh having renounced all their right and title to a Grant of Probate of the Estate of the Testator as appears by the paper-writings dated the 3rd and 24th March, 1952 and the said Grant is protocoled as No. 777 of 1953.
3. The Public Trustee has paid the funeral and testamentary expenses of the Testator and all other debts of the Testator of which he had notice.

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4. The Estate of the Testator consists of:
- (a) the freehold lands and hereditaments (hereinafter called "the freehold hereditaments") described in the first Schedule hereto;
 - (b) the parcels of freehold land held under the provisions of the Real Property Ordinance (hereinafter called "the R.P.O. lands") described in the third Schedule hereto;
 - (c) the leasehold premises (hereinafter called "the leasehold premises") described in the second Schedule hereto;
 - (d) the shares and securities (hereinafter called "the Securities") described in the fourth Schedule hereto; and
 - (e) certain lumber (hereinafter called "the said lumber") stacked on the freehold hereditaments described in the first part of the first Schedule hereto.

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5. The said Beatrice Abidh and Stella Abidh have agreed between themselves that instead and in lieu of taking and holding the said Estate of the Testator in equal shares that the same should be partitioned and divided between them in the following manner, that is to say, that the entirety of the freehold hereditaments R.P.O. lands and securities described in the first part of the first Schedule, the first part of the third Schedule and the first part of the fourth Schedule respectively, and the said lumber should be taken in severalty by Beatrice Abidh; and that the entirety of the freehold hereditaments, the leasehold premises, the R.P.O. lands and the securities described in the second part of the first Schedule, in the second Schedule and in the second part of the third and fourth Schedules respectively should be taken in severalty by Stella Abidh ^{the sum of} \$2,250.00 for equality of partition.

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and that Beatrice Abidh should pay to Stella Abidh

6. Beatrice Abidh and Stella Abidh have requested the Public Trustee to assent to and vest in them the said Estate of the Testator in manner hereinafter appearing which he has agreed to do upon Beatrice Abidh and Stella Abidh execution the release hereinafter contained.

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7. The R.P.O. lands described in the first and second parts of the third Schedule hereto have been effectually vested in Beatrice Abidh and Stella Abidh respectively by a Memorandum of Transfer of even date herewith executed contemporaneously with these presents.

NOW THIS DEED WITNESSETH as follows:

1. In consideration of the premises and of the sum of \$2,250.00 by Beatrice Abidh paid to Stella Abidh (the receipt whereof is hereby acknowledged) by way of equality of partition and in pursuance of the said agreement and of the provision in that behalf contained in the Administration of Estates Ordinance Chapter 8 Number 1 and of all other powers enabling the Public Trustee in this behalf, the Public Trustee as the legal personal representative of the Testator and Stella Abidh as to her undivided half share therein as beneficial owner DOTH HEREBY:

(i) grant and convey unto Beatrice Abidh ALL AND SINGULAR the freehold hereditaments described in the first part of the first Schedule hereto TO HOLD the same unto and to the use of Beatrice Abidh in fee simple; and

(ii) assign unto Beatrice Abidh all the securities described in the first part of the Fourth Schedule hereto and the said lumber TO HOLD the same unto Beatrice Abidh absolutely.

2. For the consideration aforesaid and in further pursuance of the said agreements and of the provisions in that behalf contained in the Administration of Estates Ordinance Chapter 8 Number 1 and of all other powers enabling the Public Trustee in that behalf the Public Trustee as the legal personal representative of the Testator and Beatrice Abidh as to her undivided half share therein as beneficial owner DOTH HEREBY

(i) grant and convey unto Stella Abidh ALL AND SINGULAR the freehold hereditaments described in the second part of the first Schedule TO HOLD the same unto and to the use of Stella Abidh in fee simple.

(ii) Assign unto Stella Abidh ALL AND SINGULAR the leasehold hereditaments described in the second Schedule hereto TO HOLD the same unto Stella Piari Abidh for the unexpired residue of the term of years created by the deed of lease short particulars whereof are set out in the Memorial underwritten to the said second Schedule; and

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(iii) assign unto Stella Abidh All the Securities described in the second part of the Fourth Schedule hereto TO HOLD the same unto Stella Abidh absolutely.

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3. In further pursuance of the said agreement and in consideration of the premises Beatrice Abidh and Stella Abidh and each of them doth hereby release and discharge the Public Trustee and his successors from all claims demands reckonings actions and suits and proceedings whatsoever for or in respect of the Estate of the Testator and the rents and profits or income thereof or any part or parts thereof respectively or any act deed matter or thing whatsoever done or omitted to be done by the Public Trustee in or about the administration of the estate of the Testator or in anywise relating thereto

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IN WITNESS WHEREOF etc.

THIS IS THE FIRST SCHEDULE ABOVE REFERRED TO

First Part:

1. All and Singular that certain piece or parcel of land situate at Curepe in the Ward of Tacarigua in the Island of Trinidad (forming portion of a parcel of land comprising 546,596 superficial feet or 12 acres 2 roods and 8 perches described in the first schedule to deed No. 1627 of 1947) comprising 6 acres 2 roods and 4 perches being Lots Nos. 1 to 5 and 44 to 80 (50 lots altogether) and bounded on the North by reserve for widening Watts Street and by a road reserve 33 feet wide; on the South by lands of Caroni Limited and by lands of the Incorporated Trustees of the Canadian Mission Presbyterian Church; on the East by the remaining portion of the said parcel of land comprising 12 acres 2 roods and 8 perches firstly described in the second part of this Schedule and by lands of the Incorporated Trustee of the Canadian Mission Presbyterian Church; and on the West by lands of Ramdat Mahradge and by lands of Bhadase Sagan Maraj, and partly intersected by a road reserve 33 feet wide, which piece or parcel of land is delineated and coloured pink on the plan hereto annexed and marked "A".

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2. All and Singular that piece or parcel of land comprising FIVE QUARREES situate in the Ward of Chaguanas in the said Island of Trinidad and abutting on the North upon lands formerly of Rajas but now Dahee; on the South and East upon lands now or lately of Deenoo and on the West upon lands of Santa but now lands of Samuel Mahato.

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In the High Court of the Supreme Court of Judicature

Exhibit R.M.6. Mrs. Abidh's Deed No. 14582 of 1956 31-10-1956.

Lally Ram also called

3. All And Singular that piece or parcel of land situate in the Ward of Chaguanas aforesaid comprising SIX ACRES and abutting on the North East and West upon lands of Culmul Mahato and on the South upon lands of Mary Jane Santa and Lally Ram; Save and Except therefrom two parcels of land comprising 1.308 acres and .326 acres respectively acquired by the Crown.

10 4. All and Singular that certain piece or parcel of land situate in the Ward of Chaguanas aforesaid comprising TEN ACRES (be the same more or less) and abutting on the North and East upon lands now or formerly of the Crown; on the South upon lands now or formerly of Gurbhoo ~~and on the West upon lands now or formerly of Surbhoo~~ and on the West upon lands now or formerly of ~~Surbhoo~~ and upon lands now or formerly of the Crown.

20 5. All and Singular that certain parcel of land known as Lot No. 98 of Madrass Settlement in the Ward of Cunupia in the said Island of Trinidad and bounded on the North by the Madrass Settlement Road; on the South by Lot No. 117; on the East by Lot No. 136 now Crown land and on the West by Madrass Settlement Road.

30 6. All and Singular those certain freehold hereditaments comprising ONE LOT measuring Fifty feet in front and one hundred feet in depth situate at "Woodford Lodge Village" in the Ward of Chaguanas aforesaid and known as No. 25 Woodford Lodge Village and bounded on the North by lands of Lutchman Modant and by lands of Moodoo and Jankee; on the South on Edward Street; on the East on lands of May Olive Tull and on the West by lands of Elizabeth Cumberbatch, together with the buildings thereon and the appurtenances there belonging.

Second Part:

40 1. All and Singular that certain piece or parcel of land situate at Curepe aforesaid (being the remaining portion of the said parcel of land comprising 546,596 superficial feet or 12 acres 2 roods and 8 perches) comprising 6 acres and 4 perches being lots Nos. 6-43 and 89-100 (50 lots altogether) and bounded on the North by a reserve for widening Watts Street and by lands of the Trinidad and Tobago Electricity Commission; on the South by a road reserve 33 feet wide, by

In the High
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lands of the Incorporated Trustees of the Canadian Mission Presbyterian Church and by lands of the Trinidad and Tobago Electricity Commission, by an Estate Trace and by lands formerly of Caroni Limited and on the West by the portion of the said parcel of land comprising 12 acres 2 roods and 8 perches firstly described in the first part of this Schedule and intersected by a road reserve 33 feet wide, which piece or parcel of land is delineated and coloured green on the said plan hereto annexed and marked "A".

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2. All and Singular that certain piece or parcel of land situate in the ward of Chaguanas aforesaid comprising FIVE ACRES and abutting on the North upon lands of Chadee; on the South upon a road twenty links wide, on the East upon other lands of Paymoo and on the West upon a road reserve 38 links wide.

3. All and Singular that certain piece or parcel of land comprising FIVE ACRES situate in the Ward of Chaguanas aforesaid and abutting on the North upon lands of Chadee; on the South upon a road 20 links wide, on the East upon a road reserve 38 links wide, and on the West upon lands of Chadee and the parcel of land secondly described in the second part of this Schedule, which said parcel of land now described together with the parcel of land immediately hereinbefore described are shown in the plan attached to a certain deed of Partition registered as No. 2422 of 1911, and are coloured green.

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4. All and Singular that certain piece or parcel of land situate in the Ward of Chaguanas aforesaid comprising TEN ACRES and abutting on the North on a road, on the South upon lands of Bundhoo; on the East upon Crown land and on the West upon a road.

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5. All and Singular that certain piece of parcel of land situate in the Ward of Chaguanas aforesaid comprising TEN ACRES and bounded on the North by Pierre Road; on the South by lands of M. Hosein, Thomas Paul and Ramkellawansingh; on the East by lands of Seehah and on the West by lands of Parbateo, Sagra and Ramotali or howsoever otherwise the same may be abutted or bounded.

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6. All and Singular that certain piece or parcel of land situate in the Ward of Lower Caroni comprising TEN ACRES being Lot 133 of Madrass Settlement abutting on the North by Lot No. 73 now or formerly lands of Dabee; on the South by Lot No. 137 now or formerly lands of Puranoo; on the East by Lot No. 134 now or formerly lands of Sewnatine and on the West by Lot No. 132 now or formerly lands of Beharry.

10 7. All and Singular that certain piece or parcel of land situate at Madrass Settlement in the Ward of Lower Caroni aforesaid described in Title Deeds as comprising FIVE ACRES but shown on the Cadastral Ward Sheet as comprising TEN ACRES and abutting on the North upon the Public Road, on the South by Crown Land; on the East upon Lot No. 74 and on the West upon Lot No. 72 of the said Madrass Settlement which said parcel of land is more particularly described in deed dated the 20th day of March 1908 registered as No. 807 of 1908.

20 8. All and Singular those two parcels of land situate in the Ward of Chaguanas aforesaid forming part of the Montrose Estate The First Thereof comprising TWO LOTS known as Lot No. 101 Chaguanas Road and Lot No. 102 Algernon Street and abutting on the North by Chaguanas Road, on the South by Algernon Street; on the East by Lot No. 99 Chaguanas Road and by Lot No. 100 Algernon Street and on the West by Constance Street; and The Second Thereof comprising TWO LOTS known as Lot No. 44 Constance Street and Lot No. 41 High Street and abutting on the North by Algernon Street; on the South by Lot No. 42 Constance Street and by Lot No. 39 Hugh Street; on the East by High Street and on the West by Constance Street howsoever otherwise the said parcels of land may be abutted or bounded.

THIS IS THE SECOND SCHEDULE ABOVE REFERRED TO:

40 All and Singular that parcel or lot of land situate in Field 106 St. Augustine in the Ward of Tacarigua in the said Island of Trinidad containing FIVE THOUSAND AND ELEVEN superficial feet known as Lot No. 94 and bounded on the North by Lot No. 93; on the South by Lot No. 95; on the East by McDonnell Street thirty three feet wide and on the West by Lot No. 84.

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Memorial

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The above leasehold premises are held for all the residue now unexpired of the term of 999 years from the 7th day of June 1932 (No. 3386 of 1932) made between His Most Excellent Majesty King George V of the one part and Francis Lalla of the other part.

granted by deed of lease dated the 2nd July 1932

THIS IS THE THIRD SCHEDULE ABOVE REFERRED TO:

FIRST PART:

1. All that parcel of land situate in the Ward of Cunupia in the County of Caroni in the said Island comprising TEN ACRES be the same more or less known as Lot No. 136 Madrass Settlement described in Crown Grant Volume 803 Folio 39 and bounded on the North by Lot No. 132; on the South by Lot No. 118; on the East by Lot No. 137 and on the West by Lot No. 98.

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2. All that parcel of land situate in the Ward of Cunupia aforesaid comprising TEN ACRES be the same more or less described in the Crown Grant in Volume 930 Folio 55 and bounded on the North by lands of Guyoo; on the South by lands of Ramsaput; on the East by lands of Canlychurn and by a road reserve forty links wide; and on the West by lands of the Testator;

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SECOND PART:

1. All that parcel of land situate in the Ward of Cunupia aforesaid comprising NINE ACRES THREE ROODS AND TWENTY-ONE PERCHES be the same more or less known as Lot No. 132 Madrass Settlement described in the Crown Grant, in Volume 836 Folio 133 and bounded on the North by Lot No. 72; on the South by Lot No. 136; on the East by Lot No. 133 and on the West by Lot No. 87.

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2. All that parcel of land situate in the Ward of Cunupia aforesaid comprising FOUR ACRES TWO ROODS AND THIRTY-SIX PERCHES be the same more or less described in the Crown Grant in Volume 966 Folio 447 and bounded on the North by Madrass Settlement Road seventy-six links wide on the South by Lot No. 132; on the East by Lot No. 73 and on the West by the said Madrass Settlement Road and by Lot No. 71.

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3. All that parcel of land situate in the Ward of Chaguanas comprising ONE ROOD AND THIRTY-THREE PERCHES be the same more or less being portion of the lands delineated in the plan attached to the Crown Grant in Volume 1 Folio 89, more particularly delineated and coloured pink in the plan attached to the Certificate of Title in Volume 877 Folio 471 and bounded on the North by another portion of the said lands now belonging to Ackbar and others; on the South by the remaining portion of the said lands belonging to Camulmahon on the East by lands of Santa and on the West by the Caroni Savannah Road.

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THIS IS THE FOURTH SCHEDULE ABOVE REFERRED TO

FIRST PART:

1. All those TWO SHARES numbered 1368 and 1369 of the nominal value of One hundred dollars each in the Trinidad Trust Company Limited.
2. All those TWO Several Promissory Notes given by Rangasamy Chattee in the sum of One Hundred Dollars each the first thereof dated the 8th December 1949 and the second thereof dated the 15th January 1951 and the said sums of \$100.00 now due and payable thereunder.
3. All that Promissory Note in the sum of \$100.00 dated the 7th July, 1951 given by Lionel Ishmail Alladin and the balance or sum of \$40.00 now due and payable thereunder.

SECOND PART:

1. All those THREE SHARES numbered 1370, 1371 and 1372 of the nominal value of One Hundred Dollars each in the Trinidad Trust Company Limited.
2. All that Promissory Note in the sum of \$112.00 dated the 10th July, 1948 given by Sinanan and the sum of One Hundred and Twelve Dollars now due and payable thereunder.
3. All that Promissory Note in the sum of \$107.00 dated the 8th July, 1950 given by R. Mohan, S. Mohamid, E. Davis, Everest Charles, Percy Hebblett and J. Nabblett and the sum of One Hundred and Seven Dollars now due and payable thereunder.

In the High Court of the Supreme Court of Judicature

IN WITNESS WHEREOF the said parties have hereunto set their hands the day and year first herein written.

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Sealed with the Seal of)
the Public Trustee of the) Samuel A. Huggins
Colony of Trinidad and) Public Trustee
Tobago and signed by him)
in the presence of:)

Percival K. Niles,
27 Kandahar Street,
St. James, POS
Civil Servant
And of me
Victor H. Stollmeyer
Conveyancer

Signed and delivered by) Her
the within named Bea trice) Beatrice Abidh X
Abidh in the presence of:) Mark

Percival K. Niles,
27 Kanhahar Street,
St. James, POS
Civil Servant.
And of me
Victor H. Stollmeyer
Conveyancer

Signed and delivered by the)
within named Stella Piari) Stella P. Abidh
Abidh in the presence of:)

Albert Haynes, Clerk of)
T.M. Kelshall & Co.,) Andrian Rienzi
11 St. Vincent Street,) Barrister-at-Law
P.O.S.

I, PERCIVAL KENNETH NILES of No. 27 Kandahar Street, St. James, Civil Servant, make oath and say that I was personally present on the 31st day of October, 1956 at Port-of-Spain and did then and there see The Common Seal of the Public Trustee of the Colony of Trinidad and Tobago affixed by Samuel Aldric Huggins to the within written deed purporting to be a deed of three parts made between the said Public Trustee of the Colony of Trinidad and Tobago of the First Part Beatrice Abidh of the Second Part and Stella Piari Abidh of the Third Part and the said Samuel Aldric Huggins sign and deliver the same as and for the act and deed of the within named The Public Trustee of the Colony of Trinidad and Tobago and that the signature and words "Samuel A. Huggins, Public Trustee" thereto subscribed are of the true and proper handwriting of the said Samuel Aldric Huggins and that the signatures "Percival K. Niles" and "Victor H. Stollmeyer" thereto also subscribed as those of the witnesses to the execution of the same by the said Samuel Aldric Huggins in manner aforesaid are respectively of the true and proper handwriting of me this deponent and of the said Victor Humphrey Stollmeyer.

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10 And I was also personally present on the aforesaid date at Port-of-Spain and did then and there see Beatrice Abidh a party to the aforesaid deed sign and deliver the same as and for her act and deed and that the cross or mark between the name and words "Beatrice Abidh her X mark" thereto set and subscribed is of the proper handmark of the said Beatrice Abidh and that the signatures "Percival K. Miles" and "Victor H. Stollmeyer" thereto also subscribed as of the witnesses attesting the due execution thereof by the said Beatrice Abidh in manner aforesaid are respectively of the true and proper handwriting of me this deponent and the said Victor Humphrey Stollmeyer.

Sworn to at No. 7 St. Vincent)
Street, Port-of-Spain, this) Percival K Miles
26 day of November, 1956.)

Before me,
R. Leyland Laforest,
Commissioner of Affidavits

20 I, ALBERT HAYNES, Clerk of No. 11 St. Vincent Street, Port-of-Spain, make oath and say that I was personally present on the 31st day of October, 1956 at Port-of-Spain aforesaid and did then and there see Stella Piari Abidh one of the parties to the deed hereto prefixed and marked "A" purporting to be a deed of three parts and made between the Public Trustee of the Colony of Trinidad and Tobago of the First Part, Beatrice Abidh of the Second Part and the said Stella Piari Abidh of the Third Part sign and deliver the same as and for her act and deed and that the same as and for her act and deed and that the signature "Stella P. Abidh" at the foot of the said deed subscribed is of the true and proper handwriting of the said Stella Piari Abidh and that the signatures "Adrian C. Rienzi" thereto also subscribed as those of the witnesses attesting the due execution thereof by the said Stella Piari Abidh in manner aforesaid are respectively of the true and proper handwriting of me this deponent and of the said Adrian Cola Rienzi.

40 SWORN to at No. 11 St. Vincent)
Street, Port-of-Spain, this) Albert Haynes
26th day of November, 1956.)

Before me
R. Leyland Laforest
Commissioner of Affidavits

In the High
Court of the
Supreme Court
of Judicature

Exhibit R.M.6.
Mrs. Abidh's
Deed No. 14582
of 1956
31-10-1956

I, LESLIE CLEMENT WEEKS, Acting Deputy Registrar General of Trinidad and Tobago, do hereby certify that the annexed Deed dated the 31st day of October in the year one thousand nine hundred and fifty-six and expressed to be made between the PUBLIC TRUSTEE OF THE COLONY OF TRINIDAD AND TOBAGO of the first part, BEATRICE ABIDH of the second part and STELLA PIARI ABIDH of the third part, was delivered to me by Conrad Jeffrey of Port-of-Spain for Registration on Tuesday the 27th day of November in the year one thousand nine hundred and fifty-six at 10 minutes after 10 o'clock in the forenoon and that the said Deed is Registered under No. 14582 of the year one thousand nine hundred and Fifty-six that the number of pages on which the said Deed with plan attached is written is fifteen.

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Dated at Port-of-Spain, this 27th day of November in the year one thousand nine hundred and fifty-six.

FEE \$4.80

L.C. WEEKS

AG. Deputy Registrar General

TRINIDAD AND TOBAGO

REGISTRAR GENERAL'S OFFICE
RED HOUSE
PORT OF SPAIN

20

20th September, 1974

I certify that the foregoing seventeen pages contain a true and correct copy of the Original protocoled under No. 14582 Protocol of Deeds for the year 1956

"A"

This is the Plan - marked "A" referred
 to in the proposed deed dated the 31st
 day of October 1956

L. & B. - 54

No 1275

G.N.
[Signature]

R.P.O. Vol. Fol.
 C.T. Vol. Fol.

Ward of Tacarigua.
 County of St. George.
 Cadastral Sheet - B. 23.

