

74/80

ON APPEAL
FROM THE COURT OF APPEAL OF TRINIDAD AND TOBAGO

B E T W E E N :

CORNELIUS BOBB

Appellant

- and -

ROSETTA JAISINGH
(The Personal Representative
of Anthony G. Singh, deceased)

- and -

CLARENCE EMMANUEL LE BLANC

Respondents

CASE FOR BOTH RESPONDENTS

RECORD

1. This is an Appeal from the Judgment and Order of the Court of Appeal of the Supreme Court of Judicature of Trinidad and Tobago (Phillips, Corbin and Rees JJ.) dated the 22nd day of June 1976, whereby the Appeal of the Appellant herein against the Judgment and Order of the High Court of the Supreme Court of Judicature (Cross J.), in which the claims of the Appellant herein as Plaintiff against both Respondents herein as Defendants were dismissed and Judgment was entered for both Respondents with costs, was dismissed by the Court of Appeal.

pp.34-42

pp.24-31

2. The principal question of law which may arise for determination in the instant appeal relates to the scope of the Court of Trinidad and Tobago to entertain a claim for false imprisonment when such imprisonment is occasioned pursuant to a judicial order; as will appear hereinafter the Respondents respectfully submit that upon the findings of fact made in the Courts of Trinidad and Tobago questions of law do not arise for consideration in the instant Appeal.

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pp.1--3

3. The Appellant commenced the action leading to the instant Appeal by Writ of Summons issued on the 5th July, 1973. The claim in the Writ (which was repeated verbatim in the Statement of Claim) was for -

p.2, ll.
34-41

- "1. Damages for wrongful arrest and false imprisonment of the plaintiff by the defendants their servants and/or agents on the 30th day of May, 1973, at Port of Spain, Trinidad.
2. The plaintiff's claim against the second-named defendant is for damages resulting from a breach of promise and/or duty and/or trust.
3. Costs.
4. Such further and other relief as may be just."

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pp.3-6
p.3, l.6-
p.4, l.10

4. By his Statement of Claim delivered on the 23rd July, 1973 the Appellant alleged that he was a man of good character working as a herdsman and that in High Court Action, No. 2646 of 1970, the first-named Respondent (with the second-named Respondent acting as her Solicitor) had been awarded a Judgment for \$245.00 with costs subsequently taxed at \$1,094.02. The Statement of Claim further averred that a Judgment Summons had been issued against the Appellant and whilst the same was pending the Appellant had confessed means and promised to pay off the said debt by monthly instalments from 28th February, 1973 after paying \$50 forthwith. The Statement of Claim continued by averring that on 26th January, 1973 a Suspended Committal Order was made against the Appellant on condition he paid off the sum of \$1,413.42 by monthly instalments of \$50 from 1st March, 1973. The Statement of Claim further averred payments had been made under the said Order on 1st March and 11th April 1973 of \$50 each.

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p.4, ll.
11-26

p.4, ll.
24-47

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5. By paragraph 8 of the Statement of Claim the Appellant averred as follows:

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p.5, ll.
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"On the said 11th day of April, 1973 the Plaintiff drew to the notice of the second-named Defendant the fact that he the Plaintiff had on the 24th day of January, 1973 paid to the second-named Defendant the sum of

10 \$50.00 on account of the said Judgment debt and costs and for which sum he the Plaintiff was not given credit in the said order, whereupon the second-named Defendant promised the Plaintiff that he the second-named Defendant would apply the said sum of \$50.00 intrusted to him on the 24th day of January, 1973, in payment of the Plaintiff's instalment which would have become due and payable on the first day of May, 1973, and relying on this promise the Plaintiff did not pay to the second-named Defendant his instalment which he ought to have paid on the first day of May, 1973, in accordance with the said Order."

20 By paragraph 9 of the Statement of Claim the Appellant alleged that the second-named Respondent had a duty to apply the sum of \$50.00 entrusted to him on the 24th January, 1973 in fulfilment of the Appellant's obligations under the order. In Paragraph 10 of the Statement of Claim the following allegations were made

p.5,11.21-27

30 "The second-named Defendant failed and/or neglected and/or in breach of his promise and/or duty to apply the sum or sums intrusted to him by the Plaintiff in fulfilment of the Plaintiff's obligations under the said Order, and in collusion with the first-named Defendant wrongfully and/or deceitfully moved the Court to issue the said Order to have the Plaintiff committed to prison for having made default in his obligations as ordered by the Court under the said Order."

p.5,11.28-38

40 6. The Appellant concluded his Statement of Claim by averring that he had been arrested on the 30th May, 1973 and detained at the Royal Gaol for twenty days and, besides suffering special damage, had lost his freedom and reputation.

p.5,1.39-
p.6,1.18

 7. The first and second-named Respondents severed and served separate Defences on the 1st November, 1973 and 18th October, 1973 respectively. Both Respondents made certain admissions of the averments in the Statement of Claim; in particular that Judgment had been obtained against the Appellant and that after the payment of \$50 the Suspended Committal Order had been made on the

pp.7-10

RECORD

Judgment Summons. The second-named Respondent pleaded by paragraph 6 of his Defence as follows:

p.9, ll.14-24

"This defendant admits that the plaintiff defaulted in payment of an instalment of the said judgement debt and costs on 1st May, 1973, but denies that he ever made any promise to the plaintiff such as is alleged in paragraph 8 of the Statement of Claim or at all or that such default was made in reliance on any promise made by him as alleged or at all."

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p.7, ll.23-41

This plea in effect was adopted by the first-named Respondent in her Defence and she further averred that the second-named Respondent had no authority on her behalf to make the alleged promise. Both Respondents denied the loss and damage and alleged that the Appellant's arrest was lawful.

p.8, ll.5-29 and p.9, l.40-p.10, l.20

p.11

8. The Appellant delivered a Reply on the 30th October, 1973 to the Defence of the second-named Respondent. By his Reply he alleged that the second-named Respondent owed the Appellant a duty to apply the sum of \$50 paid on 24th January, 1973 to the Appellant's obligations for the month of May, 1973 under the Order. It was further averred that the second-named Respondent was deceitful and/or negligent in failing to advise the first-named Respondent of the payment of the said sum of \$50.

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pp.12-22

p.12, l.17

9. The action came on for hearing on 21st October, 1975, before Cross J. It is to be observed that Counsel for the Appellant submitted that it was a suitable case for exemplary damages, even though the same had not been pleaded. This submission was not dealt with either by the learned Trial Judge or the Court of Appeal, as the question of exemplary damages did not arise in view of the dismissal of the claim. In any event, it is respectfully submitted that the claim for exemplary damages is misconceived.

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pp.12-17

p.12, l.40- p.13, l.3 p.13, ll.4-33

10. The Case for the Appellant at the trial consisted solely of the Appellant's own evidence. In his examination-in-chief the Appellant acknowledged that on the 29th November, 1971 Judgement had been obtained against him for \$245.00 with costs. After a Judgment Summons had been issued against him the Appellant stated that he had visited the second-

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named Respondent at his office on 24th January, 1973 when he agreed to pay the money due from him at \$50 per month and to pay the first month's instalment immediately which he thereupon did. He produced a receipt given to him by the second-named Respondent which showed that the money had been paid "on a/c Judgment debt Costs" in respect of the relevant action. The Appellant described the proceedings at the hearing of the Judgment Summons before Hassanali J. on 26th January, 1973, as follows:-

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"Mr. Le Blanc was present. The Judge asked me how I was going to pay the debt. I said \$50.00 per month and Mr. Le Blanc got up and accepted. He did not say anything else. He did not mention the \$50.00 I had paid nor did I. The Judge said to make my payments on the 1st March."

p.13,11.33-39

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The Appellant then gave evidence of the payments he had effected on 1st March and 11th April, 1973 of \$50 each. So far as the making of the latter payment was concerned the Appellant gave evidence of a conversation that had allegedly taken place on the occasion thereof in these words

p.13,11.40-48

"On that day I saw Mr. Le Blanc and asked him about the \$50.00 I had paid on the 24th January, 1973. He replied that he would give me credit for it in May, so that my next payment would be in June."

p.13,11.48-52

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The Appellant concluded his evidence-in-chief by giving evidence about his arrest and detention pursuant to the warrant and the damages he had allegedly suffered thereby.

p.14

11. In the course of his cross-examination on behalf of the second-named Respondent the Appellant admitted having previously told a judge on oath an untruth. He further stated that he had not told the Judge before whom he appeared on the 26th January, 1973 that he had already paid \$50.

p.15,1.42-45

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Subsequently in the course of his cross-examination the Appellant said as follows:

p.16,11.19-21

"On the 11th April, 1973 I took \$50.00 to Le Blanc's office to pay. I paid it to a young lady. After I paid Le Blanc came out of his office and I spoke to him as I was going down the stairs. I ask him what about

p.16,11.40-47

RECORD

the first instalment I had already paid. I did not ask for Mr. Le Blanc (asked why, the plaintiff does not answer)."

p.16,1.49- Further matters were put to the Appellant in
p.17,1.30 relation to his subsequent arrest under the warrant.

p.17,1.38 12. The first-named Respondent called no evidence.

pp.17-20 13. The second-named Respondent besides giving
p.18,11.9- evidence himself called two witnesses. In the
11 course of his own evidence the second-named
pp.51-52 Respondent described the meeting on the 24th
January, 1973 and referred to Exhibit "B" (which
was the written offer by the Appellant to pay off
the Judgment Debt and Costs at \$50 per month). The
second-named Respondent gave evidence of what had
transpired at the hearing before the learned Judge
on the 26th January, 1973 in the following way:

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p.18,11. "I mentioned the offer made in "B". I had
11-21 "B" in my hand and read it to the court.
pp.51-52 Bobb gave evidence. I put the offer to him
and he accepted. There was examination as
to means and the order was made. The payment
of \$50.00 on the 24th day of January, 1973
was mentioned by me and Bobb. The \$50.00 was
not in satisfaction of any instalment that was
to become due under the Order."

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p.18,11.21- The second-named Respondent stated that on the 11th
22 April, 1973 he did not visit his office or have any
conversation with the Appellant. The second-named
Respondent produced the application for the issue
of the warrant made on the 4th May, 1973 (Exhibit
"C.L.1."). This shows that credit was given for
payments made by the Appellant on 24th January,
1973; 1st March, 1973 and 11th April, 1973. The
second named Respondent explained that he had had
a telephone conversation with a Mr. Harold Williams
of the Court Registry and that he (Mr. Williams)
had observed on the request that the second-named
Respondent had given credit for \$150. The second-
named Respondent continued his evidence by saying
that Mr. Williams had said that that could not be
so because the second-named Respondent was giving
credit for \$50 which was paid before the Order
was made; the second-named Respondent said that
he had to give credit because the Appellant had
made payment on account of the debt and the second-
named Respondent ought to give him credit therefor.

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Mr. Williams told the second-named Respondent that he would have to submit to Mr. Williams another request showing payments of \$100 being the payments after the Order was made. The second-named Respondent stated that he thereupon submitted the second request for the issue of the warrant (Exhibit "C.L.2") which only showed credit for \$100.

pp.71-72

10 14. Fitzgerald Robinson, the Marshal's Assistant of the High Court, Port of Spain, and Charles Roberts, a private investigator, gave evidence on behalf of the second-named Respondent. Their evidence contradicted the evidence of the Appellant.

pp.20-21

pp.21-22

15. The learned Trial Judge reserved his Judgment until the 4th November, 1975. The learned Trial Judge commenced his Judgment by reciting the undisputed facts in the case. He then stated:

p.24,11.12-14

p.24,1.16-

p.25,1.31

20 "The Plaintiff in his evidence before this Court asserted that there was no inquiry as to his means before the order [of committal] was made and exhibit "B" was neither read nor shown to the Court and neither he nor the second named defendant mentioned its contents".

p.24,11.32-37

30 After observing that a committal order in these circumstances would be a dereliction of duty on the part of the learned Judge, the learned Trial Judge summarized the evidence of the second-named Respondent as follows:

p.24,11.38-40

"He says that at the hearing the plaintiff gave evidence. He, Le Blanc, had exhibit "B" in his hand and read it to the Court. He put the offer to the plaintiff and he accepted. There was examination as to means and the order was made."

p.26,11.10-16

pp.51-52

40 16. Faced with this conflict of evidence the learned trial Judge, it is submitted correctly, accepted the evidence of the second-named Respondent. The learned Trial Judge stated:

p.26,1.17

"It seems to me inconceivable that with the presence of the Plaintiff and the existence of "Exhibit B" signed by him, the Solicitor for the Judgment Creditor [i.e. the second-named Respondent] would not be impelled to

p.26,11.18-23

RECORD

advance and the Court to receive evidence as to means."

pp.73-74

The Notes of Evidence taken by Hassanali J. who made the Committal Order (which were produced by the Leave of the Court of Appeal during the hearing of the Appeal) in fact showed that inquiry as to means did take place. These Notes were admitted as Exhibit "C.A.". It appears from the Notes that the Appellant swore at that time:

p.74,11.8-11

"I am a watchman earning salary of \$253 per month. I am also a farmer selling produce and milk etc."

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17. The learned Trial Judge assessed the value to be placed upon the Appellant's evidence in the following words:

p.26,11.24-34

"The plaintiff has shown himself to be a most unreliable witness who is prepared to give any evidence on oath which he thinks favourable to his case. He has admitted to this Court that the sworn evidence he gave before Achong J. was untrue both as to ownership of his house, which he then said belonged to his son, and to his possession of livestock, which he had then denied. It is as near an admission to perjury as I have heard."

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In the premises the learned Trial Judge was, it is submitted, correct in declining to attach any weight to the Appellant's evidence at the trial.

p.26,1.35-
p.27,1.9

18. The learned Trial Judge continued his Judgment by reviewing the statutory powers for the making of a Committal Order. He concluded, it is respectfully submitted correctly, that the Committal Order made by Hassanali J. was lawfully made.

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p.27,11.
11-17

p.27,1.19-
p.28,1.3

19. The learned Trial Judge then dealt with the payments made under the Order. He observed that on 11th April, 1973 the Appellant was already in breach of the condition upon which the Order had been suspended: that a further breach occurred when he failed to pay the instalment due on the 1st May, and that on the 4th May, 1973 the second-named Respondent applied for the issue of a warrant of commitment, giving credit for the \$50 paid on 24th

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January, 1973 before the hearing of the Judgment Summons. The learned Trial Judge then held, it is respectfully submitted correctly, (a) that the said payment of the \$50 did not form part of the Order of Hassanali J. and (b) that Hassanali J. was well aware of the payment of the \$50 at the time that he made his said Order.

Record

10 20. The learned Trial Judge then went on to consider whether or not the Appellant could maintain an action for wrongful arrest and false imprisonment. He considered authorities and adopted certain passages in the 12th Edition of Clerk and Lindsell on Torts (the 14th Edition reiterates the passages cited in paragraphs 691 and 693). The learned Trial Judge then held, it is submitted correctly, that because the Committal Order of Hassanali J. had not been set aside and the Appellant had not kept the condition attaching to its suspension, that his action for wrongful arrest and imprisonment could not succeed.

p.28,1.4-
p.29,1.9

21. The learned Trial Judge then stated:

"Alternatively, if the process has not been set aside, it would seem that an action will lie for procuring the order maliciously and without reasonable or probable cause. This however, does not appear to be the cause of action against the second defendant alone which is stated to be a claim for damages for breach of promise and/or duty and/or trust".

p.29,11.
11-18

30 The learned Trial Judge held that so far as the latter claim was concerned, it depended upon the alleged conversation of 11th April, 1973 of which the Appellant gave evidence. The Appellant alleged that the second-named Respondent told the Appellant that he would give him credit for the \$50 paid on the 24th January, 1973 in May so that his next instalment under the order would be due in June. The learned Trial Judge entirely rejected the Appellant's evidence in this regard. In the 40 circumstances he did not consider the law relating to the abuse of civil process in the course of his Judgment. The Respondents respectfully submit that malice is an essential ingredient of such a cause of action and that the Judgment Creditor must well know that the sum for which execution is sued out is excessive and his motive must be to oppress or injure the debtor. (See Churchill v.

p.29,11.19-
48

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p.30, ll. 15-32 Siggers (1854) 3 E. & B. 929.) Although in the circumstances it was not incumbent upon the learned Trial Judge to make any express finding of malice or lack of it on this point so far as the Respondents were concerned because of his determination of the issue on the facts against the Appellant, it is respectfully submitted that it is implicit in his Judgment that the learned Trial Judge found that the Respondents acted without malice; alternatively that the finding of absence of malice on the issue of the difference between the request for the warrant and the warrant also covers this aspect of the case. So far as the alleged claim against the second-named Respondent for breach of promise and/or duty and/or trust is concerned the learned Trial Judge held, it is submitted correctly, that: 10

p.30, ll. 1-5 "I hold that the second defendant has broken no promise for he made none; had neglected no duty for he owned none, and had betrayed no trust for he had pledged none!" 20

p.30, ll. 6-23 22. As to the suggestion which had apparently been made that the execution was sued out for a larger sum than remained due on the Judgment, the learned Trial Judge found that the discrepancy between the amounts stated on the request for the warrant and the sum appearing on the warrant was not the fault of the Respondents. He further indicated that in any event no cause of action would lie in respect of it as there was no proof of malice or want of reasonable or probable cause. 30

p.30, ll. 23-31

p.30, ll. 32-36 23. The learned Trial Judge dismissed the Appellant's action against both Respondents and ordered that Judgment be entered for the Respondents with costs.

pp.31-34 24. By Notice of Appeal dated 4th December, 1974 the Appellant appealed to the Court of Appeal against the whole of the said Decision and Judgment. The Grounds of Appeal in the said Notice of Appeal raised largely issues of fact rather than issues of law and certain of these issues were raised for the first time. 40

pp.34-41 25. At the conclusion of the hearing before the Court of Appeal Judgment was reserved until the 22nd June, 1976 when the Judgment of the Court was delivered by Rees J.A. The Judgment of the Court

commenced by reciting the facts and the cause of action which the Appellant relied upon. In the course of the recitation of the facts the following passage appears:

RECORD
p.34, l.25-
p.35, l.39

10 "Two days later on January 26th, 1973 the judgment summons was heard by Hassanali J., but no mention was made of the \$50 paid to the solicitor on January 24th, 1973 although the solicitor swore that he read to the Court the document admitting means which the debtor had signed, and sworn testimony was given as to the debtor's mean".

p.35, ll.
1-9

20 The Respondents respectfully submit that the said passage should be construed in this Appeal as though the words "the debtor contended that" appeared between the words ". . . was heard by Hassanali J., but" and "no mention was made of the \$50 . . .". The Respondents respectfully so submit because it would otherwise appear that the Court of Appeal was substituting a contradictory finding of fact for the clear finding of fact that had been made by the learned Trial Judge set out in paragraph 19 above. Nowhere else in the course of the Judgment of the Court of Appeal is there anything to show that the Court of Appeal intended to reverse any findings made by the learned Trial Judge and indeed it is implicit from the penultimate paragraph of the Judgment of the Court of Appeal that his findings of fact were being approved. If contrary to the foregoing submission the Board is not prepared so to hold, the Respondents respectfully submit that the Court of Appeal fell into error in reversing the finding of fact of the learned Trial Judge. There is no material to suggest that he did not take proper advantage of seeing and hearing the witnesses.

p.27, l.19-
p.28, l.3

30 26. It appears that before the Court of Appeal one of the submissions that was made on behalf of the Appellant was that Hassanali J. had no jurisdiction to make the Committal Order. It was then submitted by Counsel for the Respondents that this point could not be taken by the Appellant as it had not been taken in the Court below and that the Appellant's case had been conducted upon the basis that the Committal Order made by Hassanali J. was a valid Order. The Respondents respectfully repeat this submission, and submit further that the Court of Appeal were wrong in holding, for the reasons given in the

p.41, ll.5-
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p.35, ll.
40-49

p.35, l.49-
p.36, l.1

p.36, ll.35-
ll.39

RECORD

Judgment (or at all), that this point was open to the Appellant and that they ought not to have permitted it to be raised at that time. The Respondents so submit because

(a) the point was not genuinely one as to jurisdiction at all; the substance of the Appellant's contention was, properly viewed, no more than that Hassanali J. was wrong to make the Order that he did, not that he had no jurisdiction to make it; and

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(b) even if the question were genuinely one as to jurisdiction, it concerned not a question of jurisdiction of the Court seised of the instant case to deal with the matter before it, but the jurisdiction of another court in another proceeding. This is not the situation to which the authorities referred to by the Court of Appeal are relevant.

p.36, ll.
10-12 and
11.32-36

In any event, it is submitted by the Respondents that the learned Trial Judge correctly determined the issue of the validity of the Order when he said:

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p.27, ll.
11-15

"I find that the Order of Hassanali J. was lawfully made and that it was, therefore, a valid committal order suspended on the conditions stated therein, . . ."

p.38, ll.
29-30
p.38, ll.
28-46

Further, the Court of Appeal, it is respectfully submitted correctly, held that Hassanali J. had jurisdiction to hear the Judgment Summons on which the Order was made, and that in making the Order Hassanali J. had considered all relevant circumstances.

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p.38, l.47-
p.39, l.20

27. The Court of Appeal continued their Judgment by reviewing the legislation under which the said Order of Hassanali J. had been made; the principles upon which the discretion should be exercised were also discussed. It is respectfully submitted that the Court of Appeal were correct in their interpretation of the relevant legislation. The Court of Appeal then determined that in the instant case:

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p.39, ll.
20-25

"Hassanali J. invoked that rule [i.e. rule 17(2) which authorises the making of a suspended committal order] by suspending the order of committal which he had validly made

on the condition that the debtor pay \$50.00 per month on the 1st day of every month commencing on March 1, 1973."

RECORD

10 28. The Court of Appeal in their Judgment then considered the pertinent facts in the instant case; the Court found that as the Appellant had defaulted (by failing to pay \$50 on 1st April, 1973 and a further \$50 on 1st May, 1973) the condition attaching to the suspension had not been duly kept. Accordingly an Application to the Registrar to enforce the Order of Commitment was properly made. The Court of Appeal further held that as no tender for payment had been made the Appellant's detention was lawful.

p.39,11.36-51

p.39,1.52-
p.40,1.10

20 29. The Court of Appeal considered the nature of the claims made in the instant case. The Court held, it is respectfully submitted correctly, (a) that the arrest of the Appellant was carried out as part of a judicial process; (b) that neither Respondent took an active part therein; (c) that even if execution had been taken out for a sum in excess of the amount due (and no such finding was made by the Court of Appeal) no action for trespass would lie. The Court of Appeal adopted, it is respectfully submitted correctly, a statement in Clerk and Lindsell on Torts (12th Edition) which stated that imprisonment under a judicial order could not be a trespass. (With slight modifications, which are inapplicable to Trinidad and Tobago, the passage is to be found in paragraph 693 of the 14th Edition.) The Court of Appeal concluded, it is respectfully submitted correctly, that in the instant case there was no trespass upon the Appellant by either of the Respondents. Although the Court of Appeal did not expressly deal with abuse of process, it is implicit, it is respectfully submitted, from the whole of the Judgment that it was considered no action lay against either Respondent under this head.

pp.40-41

p.40,11.
11-15
p.40,11.
15-18
p.40,11.18-25

p.40,11.
30-50

p.41,11.
1-4

40 30. In the Judgment of the Court of Appeal the final matters to be considered were the contentions made against the second-named Respondent that he had broken a promise and/or neglected a duty and/or betrayed a trust. The Court of Appeal considered that these contentions were ill-founded and dismissed the Appeal with costs.

p.41,11.
5-18

RECORD

pp.47-50

31 On 12th July, 1976 the Appellant was granted conditional leave to Appeal to Her Majesty in Council and on the 8th day of March, 1977 the Appellant was granted final leave to appeal.

32. The Respondents respectfully submit that this Appeal should be dismissed, with costs, for the following, amongst other,

R E A S O N S

- (a) BECAUSE the learned Trial Judge was right.
- (b) BECAUSE the Court of Appeal was right. 10
- (c) BECAUSE there are concurrent findings of fact.
- (d) BECAUSE there was no ground for impeaching the validity of the Order of Hassanali J. and that in any event the Committal Order was properly made in the circumstances.
- (e) BECAUSE the payment of \$50 on 24th January, 1973 did not have to be accounted for under the Order of Hassanali J.
- (f) BECAUSE the Appellant was in breach of the Order of Hassanali J. 20
- (g) BECAUSE the Order under which the Marshal acted was a valid and subsisting Order.
- (h) BECAUSE the action for wrongful arrest and/or false imprisonment was not maintainable on the facts found by the Courts below.
- (i) BECAUSE an action for malicious abuse of process was not maintainable on the facts found by the Courts below.
- (j) BECAUSE there was no finding (nor accepted evidence capable of supporting such a finding) of malice and/or want of reasonable or probable cause against the Respondents or either of them. 30

ROBERT GATEHOUSE
NIGEL MURRAY

No. 41 of 1977

IN THE PRIVY COUNCIL

O N A P P E A L

FROM THE COURT OF APPEAL OF TRINIDAD
AND TOBAGO

B E T W E E N :

CORNELIUS BOBB

Appellant

- and -

ROSETTA JAISINGH
(The Personal Representative
of Anthony G. Singh, deceased)

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Respondents

CASE FOR BOTH RESPONDENTS

Philip Conway Thomas,
61 Catherine Place,
London SW1E 6HB.

Solicitors for the Respondents