

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

O N A P P E A L

FROM THE COURT OF APPEAL IN SINGAPORE

B E T W E E N :

10 KARUPPAN BHOOMIDAS (Administrator of the estate of Veeranan s/o Solayappan, deceased) Appellant

- and -

PORT OF SINGAPORE AUTHORITY Respondent

CASE FOR THE APPELLANT

Record

1. This is an appeal from a Judgment and Order of the Court of Appeal of the Republic of Singapore (Wee Chong Jin C.J., Choor Singh and D'Cotta J.J.) dated the 20th day of May, 1976 dismissing an appeal by the Appellant herein from a Judgment and Order of the High Court of the Republic of Singapore (Chua J.) dated the 29th March 1976 dismissing the Appellant's claim for damages for personal injuries and consequential loss suffered by the deceased and caused in the course of the deceased's employment by the Defendants by the negligence of the Defendants, their servants or agents. p.16 ll 1-16

20 2. The issue of this Appeal depends upon the following provisions of the Straits Settlement Ports Ordinance 1912 and a By-Law made thereunder: p.10 ll 30-40

30 2. The issue of this Appeal depends upon the following provisions of the Straits Settlement Ports Ordinance 1912 and a By-Law made thereunder: p.2 ll 22-28

Section 75 of the Straits Settlement Ports Ordinance 1912

"A Board may make by-laws:...

40 (b) for regulating the manner in which and the conditions under which the loading and discharging of vessels shall be carried out and for varying the positions of vessels loading and

Record

discharging:"

By-Law 26 of the Singapore Harbour Board
By-Laws

"The serangs and labourers employed in discharging and loading vessels shall be under the superintendence of the ship's officers; the Board undertake no responsibility as stevedores".

3. The facts giving rise to the issue of this Appeal were not disputed in the Courts below and they are as follows:- 10

p.2 ll 38-53
p.3 ll 1-26
p.9 ll 36-43
p.10 ll 1-13

On 22nd January 1968 the deceased was employed and paid by the Respondent as a labourer and was engaged with others of the Respondent's paid employees in the loading of planks of timber from the wharf side into the hold of an adjacent ship. Among the other said employees of the Respondent were two persons employed as winchman and signalman respectively. Some of the employees were on the ship while others were working on the wharf side. The winch was aboard the ship and it was used by the winchman to operate the ship's lifting mechanism. Slings of timber were secured by a chain which was then attached to the cable hook prior to lifting. The winchman acted on signals from the signalman and on being signalled to lift he raised the cable hook sufficiently to tighten the chain. If this occurred satisfactorily the lifting operation would be continued upon a further signal to that effect. If however the chain remained slack the cable hook was lowered to enable the chain to be tightened and when this had been done satisfactorily the load was then lifted upon a further signal from the signalman. During the said loading operation and when he was dealing with one sling of timber the deceased told the signalman that that sling of timber was ready to be lifted. The signalman gave the winchman a signal to lift but before the deceased was clear of the sling the winch was operated by the winchman and the deceased's right thumb was caught in the chain sling. Instead of slackening off or raising only to a nominal height the winchman continued to lift the sling of timber with the deceased attached 20
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thereto until at a point some 40 feet above the ground the deceased fell therefrom to the ground sustaining serious injury.

10 4. Prior to the trial of the action it was agreed between the parties that if the Respondent was liable in law to compensate the Appellant liability for the accident to the deceased should be apportioned as to 25% to the deceased and as to 75% to the Respondent and that the Respondent should pay to the Appellant \$60,000. damages.

p.8 ll 30-37

5. In their Defence the Respondent relied upon the aforesaid By-Law 26 and in the action they contended that its provisions insulated them against any liability to the Appellant.

p.7 ll 23-31

20 6. The issue of law raised by the Respondents had been earlier considered by the Court of Appeal in Singapore in an action entitled Alishakkar v. Port of Singapore Authority (Civil Appeal No. 25 of 1972) on appeal from the Judgment of Choor Singh J. dated 29th December 1972 (Suit No. 652 of 1970) wherein it was held by the Learned Judge that the Respondent was "protected by By-Law 26 against any claim based on a failure to supervise the work of loading and unloading a ship" and that "the effect of By-Law 26 is that although the labourers engaged in the loading or unloading of a ship are supplied by the Respondent and are their servants, they are while performing such work to be deemed to be under the supervision and control of the ship's officers and the Respondent are not to be held responsible for any mishap occurring when they are under such supervision and control.

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40 ... In my judgment By-Law 26 absolves the Respondent from all claims arising out of any mishap in the loading or unloading of a ship including claims in respect of personal injuries". The Learned Judge also rejected the contention that a By-Law with such effect was ultra vires the power given to the Respondent to make By-Laws by Section 75 of the Straits Settlement Ports Ordinance 1912. The Judgment of Choor Singh J. dismissing Alishakkar's claim is annexed hereto and marked 'A'.

The Court of Appeal in Singapore dismissed

Record

Alishakkar's appeal against the Judgment and Order of Choor Singh J. and in its Judgment held that the Respondent "was empowered by paragraph (b) of Section 75 to make By-Law 26". The said Judgment is annexed hereto and marked 'B'.

p.7 ll 1 -
p.10 ll 20
p.13 ll 2 -
p.15 ll 9.

7. As hereinbefore appears negligence was not an issue in this action when it came on before Chua J. on 29th March 1976. Counsel for the Appellant did however submit that the case of Alishakkar (Supra.) was wrongly decided but since Chua J. was bound by the decision in that case he invited him to dismiss the Appellant's claim which he did. Since the Court of Appeal in Singapore is bound by its previous decisions that Court too was likewise invited to dismiss the appeal of the Appellant so that he could bring this Appeal to Her Majesty in Council. 10

8. The point raised by this Appeal is whether the Respondent is liable in law for the admitted negligence of its employees the winchman and/or signalman as hereinbefore described or whether, by virtue of By-Law 26, it is insulated against any such liability. 20

9. On 2nd August 1976 the Court of Appeal in Singapore made an Order granting the Appellant leave to appeal to Her Majesty in Council.

10. The Appellant respectfully submits that the Judgments of the High Court and the Court of Appeal of Singapore (annexures 'A' and 'B') which are binding on the Singapore Courts are wrong and that the Appellant's Appeal should be allowed with costs for the following among other reasons:- 30

R E A S O N S

- (1) BECAUSE the Respondent is liable under the doctrine of vicarious liability for the admitted negligence of their employees the winchman and/or signalman.
- (2) BECAUSE By-Law 26 does not serve to make the ship owners the pro hac vice employers of the winchman and/or signalman so that they and not the Respondent are vicariously liable for the casual acts of admitted negligence which contributed to the accident to the deceased. 40

- (3) BECAUSE if By-Law 26 does by its terms serve to make the ship owners the pro hac vice employers of the Respondent's employees as aforesaid it is ultra vires Section 75 of the Straits Settlement Ports Ordinance 1912.
- (4) BECAUSE the Judgments of the Courts below are wrong.

ANDREW RANKIN

ANNEXURE "A"

IN THE HIGH COURT IN SINGAPORE

Suit No.652 of 1970

B E T W E E N : MOHAMED HANEEFA ALISHAKKAR
Plaintiff

- and -

PORT OF SINGAPORE AUTHORITY
Defendants

Coram: Choor Singh, J.

GROUNDS OF JUDGMENT

In this action the Plaintiff claimed damages for personal injuries caused by the alleged negligence of the Defendants, their servants or agents and/or by breach of their duty as his employers to take reasonable care for his safety as their servant.

In his statement of claim the Plaintiff pleaded the following :-

1. At all material times the Plaintiff was employed by the Defendants as a stevedore's labourer.

2. On or about the 5th day of December 1967 the Plaintiff in the course of his duties as employee of the Defendants was working in the hold of a ship named "Tonsberg" in the Port of Singapore, assisting in the loading of rubber bales on the said ship when a bundle of plywood sheets in the ship's hold was being shifted from one part of the hold to another part of the hold by means of one of the ship's cranes operated by a servant or agent of the defendants at the direction of a signalman, a servant or agent of the defendants.

3. In the course of the shifting of a bundle of the said sheets, the bundle got caught under a tweendeck in the hold and the sheets in the bundle fell upon the plaintiff.

4. The accident was caused by the negligence of the defendants, their servants or agents and/or breach by the defendants of their duty as employers of the plaintiff to take all reasonable care for the safety of the plaintiff as their servant.

The plaintiff pleaded the following particulars of negligence:-

1. Continuing to raise the bundle by means of the winch when the bundle had been caught under the tweendeck.

2. Failure of the signalman to give any or any immediate signal to the winchman to cease raising the bundle.

3. Failing before raising the sheets to ensure that the plaintiff was in such a position that if any of the sheets fell out, the sheets would not fall upon him.

4. Continuing to lift the bundle without a signal from the signalman.

5. Raising the bundle when it was liable to get caught under the tweendeck.

6. Failing to supervise or supervise sufficiently the work of loading and unloading.

The plaintiff also pleaded that he would at the trial rely on the doctrine of res ipsa loquitur.

The plaintiff gave evidence at the trial and called another co-worker, Ahmad bin Idris, but neither of them was able to explain how the accident occurred. Their evidence did not support the version of the accident pleaded in the statement of claim nor did it support any of the particulars of negligence which were pleaded.

All that the plaintiff could tell the court was that he was spreading a plastic sheet on rubber bales in the hold of a ship when something hit him on his left leg. He did not know what it was. After he was hit he was not very conscious and did not know what happened. He regained consciousness in hospital and found that his left leg was in plaster of paris.

Under cross-examination, he admitted that he did not know anything about the moving of the plywood boards as alleged in paragraph 2 of his statement of claim. He admitted further that he had not said at any time what was stated in paragraph 3 of his statement of claim. He also admitted that he did not know who could have given his solicitors the information contained in paragraphs 2 and 3 of his statement of claim. All the six particulars of negligence pleaded in the statement of claim were explained to the plaintiff and he admitted that he did not know anything about them.

As for the plaintiff's witness, Ahmad bin Idris, all that this witness could say was that he was working in the hold, near the plaintiff, when he was hit by a piece of plywood board which he claimed also hit the plaintiff. He claimed that he was thrown about 10 feet away by the

impact. He admitted that he did not see the plaintiff before the accident and that when he saw him, the plaintiff was lying on the rubber bales and the plywood board was lying on the plaintiff's leg. He did not see a sling around the plywood board. He did not see the plywood board at any time before he was hit and he only saw it when it hit him. He did not know where the board came from. He went to the plaintiff's assistance and lifted the plywood board from his leg. The plaintiff was removed to hospital but he continued to work as he was not injured.

The following version of the accident was put to the plaintiff by counsel for the defendants:-

- " Q. I put it to you that on that day what really happened was this. A load of plywood boards was being shifted from the bow side of the hold which you have earlier indicated to us, to the other side and you adjusted the sling on the plywood boards?
- A. No.
- Q. After having done that you went to the afterpart of the hold - the stern side of the hold?
- A. No.
- Q. And you signalled for the load to be removed to the afterpart of the hold where you were standing?
- A. No.
- Q. The load was accordingly lifted from the bow side by the winch and slowly brought to the afterpart where you were standing?
- A. No.
- Q. And because you had not secured the sling properly the load started slipping - the boards started slipping?
- A. No.
- Q. And you were not fast enough to move out of the way?
- A. No.
- Q. And the falling boards fell on you?

- A. No. I do not know anything about this.
- Q. You were standing at the stern side of the hold to guide the sling as it came across to the stern side?
- A. No.
- Q. Firstly, you had tied the bundle of boards insecurely?
- A. I had not touched the sling or did anything of that sort.
- Q. Secondly, you gave the signal for the bundle to be lifted to the afterpart when it was dangerous so to do?
- A. No. I did not.
- Q. Thirdly, you stood at an unsafe place at the afterpart for the purpose of guiding the lowering of the bundle to the afterpart?
- A. No.
- Q. And finally, you did not take all necessary and proper steps in the interest of your own safety?
- A. No. I was very careful. "

The defendants proved that shortly after the accident, the plaintiff made the following report to a police officer concerning the accident:-

" At about 2015 hrs on 5/12/67 I was working with my gang in hatch No.2 on board "Tonsberg" at Gdns 3/4 PSA. We were shifting sheets of plywood to make space for loading cargo of rubber bales. As 10 sheets were tied in a rope sling and were lifted up 2 or 3 feet when the plywood sheets slipped from the rope sling and a few sheets knocked against my left leg. I sustained injury and was unable to walk. This is an unfortunate accident. No one is to be blamed for it. I was taken to General Hospital by the PSA ambulance. I also sustained bruises on my left shoulder when I fell down. "

The Plaintiff stated that he did not remember making this report and that the report was wrong. The defendants called Inspector Sajjan Singh who interviewed the plaintiff at 8.45 p.m. at the general hospital on the day of the accident and recorded the report in question. They

also called detective corporal Kaliappan who acted as interpreter in the recording of the report. In my opinion both these witnesses were speaking the truth and I accepted their evidence that the plaintiff had told them that he was accidentally injured and that nobody was to be blamed for it.

On the evidence, there was no doubt that the plaintiff was injured when a piece of plywood board fell on his leg. But there was no evidence as to how, why or under what circumstances it fell on his leg. There was no evidence at all to support the version of the accident pleaded in the statement of claim. Nor was there any evidence from which the court could infer negligence on the part of the defendants. The burden of proving negligence or breach of a duty on the part of the defendants was on the plaintiff, and having regard to all the evidence in this case, in particular to what the plaintiff had told the police immediately after the accident, the plaintiff, in my judgment, had quite clearly failed to discharge that burden.

Counsel for the plaintiff submitted that there was negligence by virtue of the doctrine of res ipsa loquitur. Counsel argued that, by inference, the bundle of plywood boards was carried in a sling by the winch; that normally the plywood boards do not fall out of the sling and that because a board fell out and hit the plaintiff on his leg, negligence must be presumed. In my opinion there was no merit in this submission. The mere fact of an accident does not establish negligence. The doctrine of res ipsa loquitur applies only when the thing that inflicted the damage was under the sole management and control of the defendant or of someone for whom he is responsible or whom he has a right to control. In the present case the whole loading operation was by virtue of the provisions of By-Law 26 of the Singapore Harbour Board By-Laws being carried out under the supervision and control of the ship's officers and as the defendants were not in control, the doctrine of res ipsa loquitur was not applicable.

The defendants quite rightly invoked By-Law 26 of the Singapore Harbour Board By-Laws which reads as follows:-

"26. The serangs and labourers employed in discharging and loading vessels shall be under the superintendence of the ship's officers; the Board undertakes no responsibility as stevedores."

This by-law quite clearly deals with superintendence of

the labourers engaged in the loading or the unloading of a ship. It provides that while carrying out such operations, the serangs and labourers "shall be under the superintendence of the ship's officers." Nothing could be clearer than that. The responsibility for supervising the work of the labourers engaged in the loading of a ship as in this case, is that of the ship's officers and not that of the defendants who are protected by By-Law 26 against any claim based on a failure to supervise the work of loading or unloading a ship. In the present case the plaintiff was injured when engaged in the loading of rubber bales into the hold of the ship. If the accident was due to careless or inadequate supervision of such work, the defendants were not liable by virtue of By-Law 26.

Counsel for the plaintiff submitted that By-Law 26 does not apply in the case of an injury to a person; that it relates to stevedoring only and that its effect is that the defendants are not liable for any damage to goods in the process of loading or unloading of a ship. In my opinion this submission was groundless. The by-law is as clear as it could be. It states quite clearly that the labourers "shall be under the superintendence of the ship's officers." In my judgment the expression "superintendence" in this context means supervision and control and the effect of By-Law 26 is that although the labourers engaged in the loading or unloading of a ship are supplied by the defendants and are their servants, they are while performing such work to be deemed to be under the supervision and control of the ship's officers and the defendants are not to be held responsible for any mishap occurring when they are under such supervision and control. The work of loading or discharging of a ship cannot be performed under dual supervision nor is responsibility for such supervision divisible. It is ridiculous to suggest, as counsel did, by implication, that such work must be carried out under the superintendence of two supervisors, one to see that no one is injured and another to see that goods are not damaged. The Legislature never envisaged such a situation and it has quite clearly made the supervision and control of the labourers the sole responsibility of the ship's officers. And if a labourer is injured while engaged in the loading under the supervision of a ship's officer, why should the defendants be liable in damages for such injury if the accident which caused the injury was due to the inefficient supervision of the ship's officer? I have no doubt at all that By-Law 26 applies in every case where the question of supervision of the labourers engaged in the loading or unloading of a ship is concerned and in my opinion its application is not restricted to cases where goods are damaged.

[In my judgment By-Law 26 absolves the defendants from all claims arising out of any mishap in the loading or unloading of a ship including claims in respect of personal injuries].

Finally, counsel for the plaintiff submitted that By-Law 26 was ultra vires the Ordinance. Again, I was unable to accept this submission. This by-law was enacted under section 75 of the Straits Settlements Ports Ordinance, 1912, which provides as follows:-

"75. A Board may make by-laws:-

- (a) xxx xxx
- (b) for regulating the manner in which and the conditions under which the loading and discharging of vessels shall be carried out and for varying the positions of vessels loading and discharging."

In my judgment By-Law 26 is clearly within paragraph (b) of section 75.

As neither negligence nor breach of duty was proved by the evidence before the court, the plaintiff's claim was dismissed with costs.

Dated this 29th day of December 1972.

Certified true copy.

SD. CHOOR SINGH.
JUDGE

?
Private Secretary to Judge
Court No. 6
Supreme Court, Singapore.

ANNEXURE "B"

IN THE COURT OF APPEAL OF SINGAPORE

CIVIL APPEAL NO. 25 OF 1972

B E T W E E N :

MOHAMED HANEEFA ALISHAKKAR

Appellant

- and -

PORT OF SINGAPORE AUTHORITY

Respondents

IN THE MATTER of Suit No. 652 of 1970

B E T W E E N :

MOHAMED HANEEFA ALISHAKKAR

Plaintiff

- and -

PORT OF SINGAPORE AUTHORITY

Defendants

Coram: Wee Chong Jin, C.J.

A.V. Winslow, J.

Tan Ah Tah, J.

JUDGMENT

In this case the plaintiff brought an action in the High Court against the defendants claiming damages for personal injuries caused by the alleged negligence of the defendants, their servants or agents and/or by breach of their duty as his employers to take reasonable care for his safety as their servant.

In his statement of claim the plaintiff made the following allegations:-

1. At all material times the Plaintiff was employed by the defendants as a stevedore's labourer.

2. On or about the 5th day of December 1967 the plaintiff in the course of his duties as employee of the defendants was working in the hold of a ship named "Tonsberg" in the Port of Singapore, assisting in the loading of rubber bales on the said ship when a bundle of plywood sheets in the ship's hold was being shifted from one part of the hold to another part of the hold by means of one of the ship's cranes

operated by a servant or agent of the defendants at the direction of a signalman, a servant or agent of the defendants.

3. In the course of the shifting of a bundle of the said sheets, the bundle got caught under a tweendeck in the hold and the sheets in the bundle fell upon the plaintiff.

4. The said accident was caused by the negligence of the defendants, their servants or agents and/or by breach by the defendants of their duty as employers of the plaintiff to take all reasonable care for the safety of the plaintiff as their servant.

The following particulars of negligence were set out in the statement of claim:-

- (1) Continuing to raise the bundle by means of the winch when the bundle had been caught under the tweendeck.
- (2) Failure of the signalman to give any or any immediate signal to the winchman to cease raising the bundle.
- (3) Failing before raising the sheets to ensure that the plaintiff was in such a position that if any of the sheets fell out, the sheets would not fall upon him.
- (4) Continuing to lift the bundle without a signal from the signalman.
- (5) Raising the bundle when it was liable to get caught under the tweendeck.
- (6) Failing to supervise or supervise sufficiently the work of loading and unloading.

The plaintiff also pleaded that he would rely on the doctrine of *res ipsa loquitur*.

At the conclusion of the hearing the learned trial judge gave judgment dismissing the plaintiff's claim with costs. The plaintiff now appeals against that judgment.

In the course of his evidence at the trial the plaintiff stated that he was spreading a plastic sheet on rubber bales in the hold of the ship when something hit him on his left leg. He did not know what it was. After he was hit he was not very

conscious and did not know what had happened. He regained consciousness in hospital and found that his leg was in plaster of paris.

When he was cross-examined, the plaintiff admitted that he did not know anything about the moving of the plywood boards alleged in paragraph 2 of the statement of claim. All the six particulars of negligence set out in the statement of claim were explained to the plaintiff and he admitted that he did not know anything about them.

One of the plaintiff's co-workers whose name is Ahmad bin Idris was called to give evidence on the plaintiff's behalf. Ahmad bin Idris stated that he was working in the hold, near the plaintiff, when he was hit by a piece of plywood board which also hit the plaintiff. He stated that he was thrown about 10 feet away by the impact. He admitted that he did not see the plaintiff immediately before the accident and that when he saw him, the plaintiff was lying on the rubber bales and the plywood board was lying on the plaintiff's leg. He did not see a sling around the plywood board. He did not see the plywood board at any time before he was hit and he only saw it when it hit him. He did not know where the plywood board came from. He went to assist the plaintiff and lifted the plywood board from his leg.

It can be seen from the foregoing that neither the plaintiff nor Ahmad bin Idris was able to explain how the accident occurred. Their evidence did not support the version of the accident pleaded in the statement of claim nor did it support any of the particulars of negligence which were set out in the statement of claim. The burden of proof in an action for damages for negligence or breach of duty rests primarily on the plaintiff. It is clear that the plaintiff has failed to discharge that burden.

However, counsel for the plaintiff has submitted that the doctrine or *res ipsa loquitur* applies to this case. This doctrine was stated by Erle, C.J., in *Scott v London and St. Katherine Docks Co.* (1865) 3 H. & C. 596 at p. 601 as follows:-

".... where the thing is shown to be under the management of the defendant or his servants, and the accident is such as in the ordinary course of things does not happen if those who have the management use proper care, it affords reasonable evidence, in the absence of explanation by the defendants, that the accident arose from want of care."

The doctrine of *res ipsa loquitur* applies when the thing that inflicted the damage was under the sole management and control of the defendant, or of someone for whom he is responsible or whom he has a right to control and the occurrence is such that it would not have happened without negligence.

On the day in question there were thirteen employees of the defendants working on the ship including the plaintiff. They were engaged in loading the ship. The question which arises for determination is who had the management and control of the employees.

By-law 26 of the Singapore Harbour Board By-Laws reads as follows:-

"26. The serangs and labourers employed in discharging and loading vessels shall be under the superintendence of the ship's officers: the Board undertake no responsibility as stevedores"

In our view the expression "superintendence" means management and control. It follows that although the labourers were employees of the defendants they were when employed in discharging and loading vessels under the management and control of the ship's officers.

In this connection it is relevant to refer to the following passage from the judgment of Lord Porter in *Mersey Docks and Harbour Board v Coggins & Griffith (Liverpool) Ltd.* (1947) A.C. 1 at p.17:-

"The expressions used in any individual case must always be considered in regard to the subject matter under discussion but amongst the many tests suggested I think that the most satisfactory, by which to ascertain who is the employer at any particular time, is to ask who is entitled to tell the employee the way in which he is to do the work upon which he is engaged. If someone other than his general employer is authorized to do this he will, as a rule, be the person liable for the employee's negligence. But it is not enough that the task to be performed should be under his control, he must also control the method of performing it. It is true that in most cases no orders as to how a job should be done are given or required: the man is left to do his own work in his own way. But the ultimate question is not what specific orders, or whether any specific orders, were given but

who is entitled to give the orders as to how the work should be done."

In our view, having regard to all the evidence in this case, the manner in which the work was being performed and the effect of By-law 26, the persons who were entitled to give the orders as to how the work should be done were the ship's officers.

It follows that the plaintiff is not entitled to rely on the doctrine of *res ipsa loquitur* as against the defendants.

One ground of appeal which was not argued before us was that the learned trial judge erred in law in holding that By-Law 26 was not *ultra vires* the Ordinance. By-law 26 was made under section 75 of the Straits Settlements Ports Ordinance, 1912 which provides as follows:-

"75. A Board may make by-laws:-

- (a) XXX XXX XXX XXX
- (b) for regulating the manner in which and the conditions under which the loading and discharging of vessels shall be carried out and for varying the positions of vessels loading and discharging."

In our opinion, the Singapore Harbour Board was empowered by paragraph (b) of section 75 to make By-law 26.

In the result the appeal is dismissed with costs.

Certified true copy.

(Sd.) WEE CHONG JIN
CHIEF JUSTICE

(Sd.) A.V. WINSLOW
JUDGE

(Sd.) TAN AH TAH
JUDGE

?
Private Secretary to Judge
Court No.3
Supreme Court, Singapore

Singapore, the 16th day of August, 1973.

No. 27 of 1976
IN THE ^{JUDICIAL COMMITTEE OF THE} PRIVY COUNCIL

O N A P P E A L
FROM THE COURT OF APPEAL IN SINGAPORE

B E T W E E N :

KARUPPAN BHOOMIDAS
(Administrator of the estate
of Veeranan s/o Solayappan,
deceased)

Appellant

- and -

PORT OF SINGAPORE AUTHORITY

Respondent

CASE FOR THE APPELLANT

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