

1/84

No. 46 of 1982

IN THE JUDICIAL COMMITTEE OF 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 :

NELLIE EVELYN CRICHLOW (Widow)
GEORGE CARLTON CRICHLOW
DONOVAN RUSSEL CRICHLOW
VERONICA AUGUSTA CRICHLOW
GEORGINA ELIZABETH CRICHLOW
PHILMORE HAMEL CRICHLOW
EILEEN ESTHER FORRESTER (Nee CRICHLOW) Appellants

- and -

THE ATTORNEY GENERAL OF TRINIDAD AND
TOBAGO Respondent

RECORD OF PROCEEDINGS

INGLEDEW, BROWN, BENNISON
& GARRETT,
International House,
25, Creechurch Lane,
LONDON. EC3A 5AL.

Solicitors for the Appellants

CHARLES RUSSELL & CO.,
Hale Court,
Lincoln's Inn,
LONDON. WC2A 3UL.

Solicitors for the Respondent

IN THE JUDICIAL COMMITTEE OF 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 :

NELLIE EVELYN CRICHLOW (Widow)
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PHILMORE HAMEL CRICHLOW
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- and -

THE ATTORNEY GENERAL OF TRINIDAD AND
TOBAGO Respondent

RECORD OF PROCEEDINGS

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IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

ON APPEAL
FROM THE COURT OF APPEAL OF
TRINIDAD AND TOBAGO

B E T W E E N :

NELLIE EVELYN CRICHLOW (Widow)
GEORGE CARLTON CRICHLOW
DONOVAN RUSSEL CRICHLOW
VERONICA AUGUSTA CRICHLOW
GEORGINA ELIZABETH CRICHLOW
PHILMORE HAMEL CRICHLOW
EILEEN ESTHER FORRESTER (Nee
CRICHLOW)

Appellants

- and -

THE ATTORNEY GENERAL OF
TRINIDAD AND TOBAGO

Respondent

RECORD OF PROCEEDINGS

No. 1

Writ of Summons

In the High
Court

WONG & SANGUINETTE
(Writ of Summons -

No. 1

TRINIDAD AND TOBAGO

Writ of Summons

HIGH COURT OF JUSTICE

16th June 1966

No. 1177 of 1966

BETWEEN

NELLIE EVELYN CRICHLOW (widow) Plaintiffs
GEORGE CARLTON CRICHLOW
DONAVAN RUSSELL CRICHLOW
VERONICA AUGUSTA CRICHLOW
GEORGINA ELIZABETH CRICHLOW
PHILMORE HAMEL CRICHLOW and
EILEEN ESTHER FORRESTER
(nee Crichlow)

AND

TEXACO (TRINIDAD) LIMITED Defendant

In the High
Court

No. 1

ELIZABETH THE SECOND, Queen
of Trinidad & Tobago and of Her
other Realms and Territories
Queen Head of the Commonwealth.

Writ of Summons
16th June 1966
continued

TEXACO (TRINIDAD) LIMITED,
Colonial Life Building,
25, St. Vincent Street,
Port of Spain.

We command you, that within eight days after the service
of this Writ on you, inclusive of the day of such service, 10
you do cause an appearance to be entered for you in an
action at the suit of - - - -

Nellie Evelyn Crichlow (Widow), George Carlton Crichlow,
Donavan Russell Crichlow, Veronica Augusta Crichlow,
Georgina Elizabeth Crichlow, Philmore Hamel Crichlow
and Eileen Esther Forrester (nee Crichlow) - - - -

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 Sir H.O.B. Wooding, Kt., 20
C.B.E. Chief Justice of our said Court at Port-of-Spain,
in the said Island of Trinidad, this 16th day of June 1966.

N.B. - This Writ is to be served within Twelve
Calendar months from the date thereof or, if renewed,
within Six 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. 30

The Plaintiffs' claim is against the defendant for :

1. Recovery of possession of All that certain piece or
parcel of land situate at Wilson Road, in the Parish of St.
Andrew in the Island Ward of Tobago comprising 20
Perches and bounded on the North partly by lands of the
Plaintiffs and partly by lands of Carlton N. Moses on the
South partly by lands of the Plaintiffs and partly by lands
of the Crown leased to Texaco (Trinidad) Limited and on

the East by lands of the Crown leased to Texaco (Trinidad) Ltd. and on the West partly by lands of the Plaintiffs and partly by lands of Carlton N. Moses being portion of a larger parcel of land comprising 2 Roods and 22 Perches and bounded on the North by lands formerly of Jane Parks but now of Carlton N. Moses on the South by lands formerly of Mary Ann Challenger but now partly of James Gray and partly of the Crown leased to Texaco (Trinidad) Limited and partly by the Plymouth Road on the East by lands of the Crown leased to the Botanic Station partly by lands of the Crown leased to Texaco (Trinidad) Limited and partly by lands of James Gray and on the West by Plymouth Road and by lands of Carlton N. Moses.

In the High Court
No. 1
Writ of Summons
16th June 1966
continued

10

2. Mesne profits.

3. Such further and/or other relief as the nature of the case may require.

THIS WRIT was issued by MESSRS. WONG & SANGUINETTE of and whose address for service is No. 28 St. Vincent Street, Port of Spain, Solicitors for the Plaintiffs Nellie Evelyn Crichlow, (Widow); Donavan Russell Crichlow, (Architectural Draughtsman); Veronica Augusta Crichlow, (Dietician); Georgina Elizabeth Crichlow, Eileen Esther Forrester, (Civil Servants); who reside at Wilson Road, Scarborough, Tobago; George Carlton Crichlow, (Proprietor); who resides at 5 Ranjit Kumar Street, St. James; and Philmore Hemel Crichlow, (Medical Doctor) formerly of Belle Garden, Tobago, but now of 7121 Vann Dr. Pittsburgh Pennsylvania in the United States of America.

20

30

/s Wong & Sanguinette
Plaintiffs' Solicitors.

THIS WRIT was served by me at

on the Defendant

on the day of 1966

Indorsed the day of 1966

In the High
Court

No. 2

Statement of Claim

No. 2

TRINIDAD AND TOBAGO

Statement of
Claim

IN THE HIGH COURT OF JUSTICE

4th November
1966

No. 1177 of 1966

Between

NELLIE EVELYN CRICHLAW, (Widow)
GEORGE CARLTON CRICHLAW,
DONAVAN RUSSEL CRICHLAW,
VERONICA AUGUSTA CRICHLAW,
GEORGINA ELIZABETH CRICHLAW,
PHILMORE HAMEL CRICHLAW and
EILEEN ESTHER FORRESTER
(nee Crichlow)

Plaintiffs

and

TEXACO (TRINIDAD) LIMITED

Defendant

STATEMENT OF CLAIM

1. The Plaintiffs are the owners for an estate in fee simple and are entitled to the possession of All that certain piece or parcel of land situate at Wilson Road, in the Parish of St. Andrew in the Island Ward of Tobago comprising 20 Perches and bounded on the North partly by lands of the Plaintiffs and partly by lands of Carlton N. Moses on the South partly by lands of the Plaintiffs and partly by lands of the Crown leased to Texaco (Trinidad) Limited on the East by lands of the Crown leased to Texaco (Trinidad) Limited and on the West partly by lands of the Plaintiffs and partly by lands of Carlton N. Moses (hereinafter referred to as the "said land") being portion of a larger parcel of land comprising 2 Roods and 22 Perches and bounded on the North by lands formerly of Jane Parks but now of Carlton N. Moses on the South by lands formerly of Mary Ann Challenger but now partly of Jamos Gray and partly of the Crown leased to Texaco (Trinidad) Limited and partly by the Plymouth Road on the East by lands of the Crown leased to the Botanic Station partly by lands of the Crown leased to Texaco (Trinidad) Limited and partly by lands of James Gray and on the West by Plymouth Road and by lands of Carlton N. Moses (hereinafter referred to as "the larger parcel of land").

2.	By a warrant of transfer No. 1800 of 1906, His Excellency, the Governor of Trinidad and Tobago granted to Mary Ann Nancis, Charlotte Blackman (as she then was) Almina Blackman, Maria Blackman as tenants in common two parcels of land situate in the parish of Saint George, in Tobago first comprising one acre bounded on the North by lands of C. Parks on the South by the lands of T. Jack on the East by the Botanic station and on the West by the public road and the second comprising two roods bounded on the North by lands of R. Wilson on the South by lands of heirs of Crooks on the East by the public road and on the West by lands of J.E. Roberts.	In the High Court — No. 2 Statement of Claim 4th November 1966 continued
10		
3.	By a Warrant of forfeiture dated the 1st November 1918 and numbered No. 4420 of 1918. His Excellency, The Governor forfeited the larger parcel of land being the share or part belonging to Charlotte Douglas (Charlotte Blackman aforesaid) in the lands hereinabove referred to in paragraph 2 hereof. The said share so forfeited is described in the said warrant as measuring 2 Roods and 22 Perches and was bounded on the North by lands of D. Parks on the South by lands of Felicity Bruce on the East by lands of Mary Ann Wancis and on the West by Moriah Road and Wilson Road.	
20		
4.	By the instrument dated 17th February, 1920 and numbered 816 of 1920. His Excellency, The Governor re-granted to the said Charlotte Douglas the larger parcel of land which had been forfeited as aforesaid.	
5.	The said Charlotte Douglas died intestate on the 19th of August, 1919 and letters of Administration to her Estate were, on the 11th August, 1920, granted to the lawful husband, Gustavas Douglas. By a deed dated the 2nd September, 1920 and registered as No. 1562 of 1931. The said Gustavas Douglas, for the consideration therein mentioned, conveyed the larger parcel of land to Henry Edward Crichlow, who went into possession and continued in possession thereof until the matters hereinafter set out in paragraph 8 hereof.	
30		
6.	The said Henry Edward Crichlow died intestate on the 13th December 1954 and letters of Administration were, on the 24th August, 1962 granted to his lawful widow Nellie Evelyn Crichlow, the first Plaintiff.	
40		
7.	By deed No. 14119 of 1962, the first Plaintiff as Administratrix of the estate of the said Henry Edward	

In the High Court

No. 2

Statement of Claim

4th November 1966

continued

Crichlow assented and conveyed to herself and the other Plaintiffs herein, the lawful children of the deceased, the larger parcel of land.

8. During the year 1952 the defendants then named Shell Leaseholds Distributing Company Limited wrongfully took possession of the said Land, and still keep possession thereof.

The Plaintiffs Claim :

- (1) Possession of the said land.
- (2) Mesne Profits.
- (3) Costs for further and other relief.

10

(Sgd.) Ewart Thorne
Of Counsel

Delivered this 4th day of November, 1966 by Messrs. Wong & Sanguinette of No. 28 St. Vincent Street, Port of Spain, Solicitors for the Plaintiffs.

Wong & Sanguinette

No. 3

Defence of Texaco (Trinidad) Limited

14th March 1967

No. 3

Defence of Texaco (Trinidad) Limited

Trinidad and Tobago

In The High Court of Justice

No. 1177 of 1966

Between

Nellie Evelyn Crichlow & Ors.

And

Texaco (Trinidad) Limited

Plaintiffs

Defendant

20

D E F E N C E

1. As to so much of the parcel of land claimed by the plaintiffs herein as falls within the area coloured in pink on the copy plan marked 'A' and hereto attached the

30

defendant says that it is in possession thereof by itself.

In the High
Court

2. As to the remainder of the said parcel of land the defendant denies that it ever took or still keeps possession thereof as alleged in the Statement of Claim or at all.

—
No. 3

3. Save as to expressions hereinbefore expressly made the defendant denies each and every allegation of fact contained in the Statement of Claim as if the same were herein specifically set forth and traversed seriatim.

Defence of
Texaco (Trinidad)
Limited

14th March 1967

continued

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(sgd.) M.A. de la Bastide
Of Counsel.

Delivered this 14th day of March 1967 by Messrs.
Pollonais & Blanc of No. 76 Queen Street Port of Spain
Solicitors for the defendant.

Pollonais & Blanc.
Defendant's Solicitors.

20

We accept delivery of the within-written Defence notwithstanding that the time limited for its delivery has expired.

Dated this 14th day of March 1967.

Wong & Sanguinette.
Plaintiffs' Solicitors.

In the High
Court

No. 4

Affidavit of Bernard Martinez

No. 4

Affidavit of
Bernard
Martinez

TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

27th April 1967 No. 1177 of 1966

BETWEEN

NELLIE EVELYN CRICHLOW (Widow)
GEORGE CARLTON CRICHLOW
DONAVAN RUSSELL CRICHLOW
VERONICA AUGUSTA CRICHLOW
GEORGINA ELIZABETH CRICHLOW
PHILMORE HAMEL CRICHLOW and
EILEEN ESTHER FORRESTER (Nee
Crichlow)

10

Plaintiffs

AND

TEXACO (TRINIDAD) LIMITED

Defendant

I, BERNARD MARTINEZ, of No. 7, St. Vincent Street, in the City of Port of Spain, in the Island of Trinidad, Solicitor, make oath and say as follows :-

1. I am an Assistant Crown Solicitor attached to the Department of the Crown Solicitor, the Solicitor representing the Crown in the Courts of Justice. 20

2. The Crown Solicitor was sent a copy of the endorsement of the Writ together with a copy of the Statement of Claim, in this matter, in which the Plaintiffs claim against the Defendant inter alia, possession of All that certain piece or parcel of land situate at Wilson Road, in the Town of Scarborough, in the Parish of St. Andrew, in the Island Ward of Tobago, comprising TWENTY PERCHES (portion of a larger TWO ROODS TWENTY TWO PERCHES parcel) and bounded on the North partly by lands of the Plaintiffs and partly by lands of Carlton N. Moses, on the South partly by lands of the Plaintiffs and partly by lands of the Crown leased to Texaco (Trinidad) Limited on the 30

East by lands of Crown leased to Texaco (Trinidad) Limited and on the West partly by lands of the Plaintiffs and partly by lands of Carlton N. Moses.

In the High Court

No. 4

3. By Deed of Lease dated the 22nd day of September, 1952, registered as No. 9950 of 1952, the Crown leased to Shell Leaseholds Distributing Company Limited for a term of TWENTY FIVE YEARS from the 1st day of February, 1952, certain land of which the above parcel forms part, upon the conditions and stipulations therein contained.

Affidavit of Bernard Martinez

27th April 1967
continued

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4. The Crown is now in possession of the said parcel of land by the defendant formerly named Shell Leaseholds Distributing Company Limited.

5. The Crown is the owner of the fee simple reversion expectant on the determination of the said Lease.

6. By virtue of Order 12 Rule 22 I hereby crave leave of this Honourable Court for an order that the Attorney General be joined as a Defendant for and on behalf of the Crown.

20

Sworn to at No. 30a St. Vincent)
Street, in the City of Port of)
Spain, this 27th day of April) /s Bernard Martinez
1967.)

Before me,

?

Commissioner of Affidavits.

In the High
Court

No. 5

Order of Mr. Justice De La Bastide

No. 5

Order of Mr.
Justice De La
Bastide

/s B. Martinez
31/10/67
for Crown Solicitor

5th June 1967

Trinidad and Tobago

In the High Court of Justice

No. 1177 of 1966

Between

Nellie Evelyn Crichlow (Widow)

George Carlton Crichlow

Donavan Russell Crichlow

Veronica Augusta Crichlow

Georgina Elizabeth Crichlow

Philmore Hamel Crichlow and

Eileen Esther Forrester (nee

Crichlow)

Plaintiffs

10

and

Texaco (Trinidad) Limited

Defendant

In Chambers:

Before the Honourable Mr. Justice K. de la Bastide

On the 5th day of June, 1967

Dated the 31st day of October 1967

20

Upon hearing solicitor for the plaintiff, for the defendant and for the attorney general and upon reading the affidavit of Bernard Martinez sworn to and filed the 27th April, 1967, and in pursuance of Order 12 Rule 22 of the Orders and Rules of the Supreme Court.

It is ordered that the Attorney General be joined as a defendant in this action.

/s George R. Benny
Deputy Registrar.

30

No. 6

Order of Mr. Justice Cherrie

In the High
Court

No. 6

TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

Order of Mr.
Justice Cherrie

8th February
1968

No. 1177 of 1966

Between

NELLIE EVELYN CRICHLAW (Widow)
GEORGE CARLTON CRICHLAW
DONAVAN RUSSELL CRICHLAW
VERONICA AUGUSTA CRICHLAW
GEORGINA ELIZABETH CRICHLAW
PHILMORE HAMEL CRICHLAW and
EILEEN ESTHER FORRESTER (nee
Crichlow)

Plaintiffs

And

TEXACO (TRINIDAD) LIMITED and
The Attorney General of Trinidad and
Tobago (By Order of Mr. Justice
K. de la Bastide dated 5th June 1967)

Defendants

20 IN CHAMBERS

On the 8th day of February, 1968.
Entered on the 5th day of March 1968.
Before the Honourable Mr. Justice Errol Cherrie.

30 On the adjourned hearing of the Summons issued
herein by the Defendant Texaco (Trinidad) Limited on the
5th day of June 1967 upon reading the said Summons and
the Affidavit of Rene Joseph Pollonais sworn to on the
said 5th day of June 1967 and the exhibits therein
referred to all filed herein and upon hearing Counsel
for the Plaintiffs and the Defendant Texaco (Trinidad)
Limited

IT IS ORDERED

That the Plaintiffs do deliver to the Defendant
Texaco (Trinidad) Limited the following particulars in

In the High
Court

No. 6

Order of Mr.
Justice Cherrie

8th February
1968

continued

writing of the Plaintiffs' Statement of Claim, viz :-

Under Paragraph 1:

Of the parcel of land comprising 20 perches indicating by reference to the plan annexed to the Defence herein, or to the plan F.I. 10 referred to in the Defendant's Texaco (Trinidad) Limited letter to the Plaintiffs of the 2nd March, 1967 or to any other plan, the exact location thereof;

Under Paragraph 3:

Of the larger parcel of land being the share or part belonging to Charlotte Douglas, stating how the said parcel is alleged to have become vested in the said Charlotte Douglas alone;

10

And that all further proceedings as against the Defendant Texaco (Trinidad) Limited be stayed until the delivery of the said particulars.

And that the costs of this application be costs in the cause. Fit for Counsel. Liberty to apply.

/s E. Matthews,

Asst. Registrar.

20

No. 7

Order of Mr. Justice Cherrie

In the High
Court

No. 7

Pollonais & Blanc

TRINIDAD AND TOBAGO

Order of Mr.
Justice Cherrie

IN THE HIGH COURT OF JUSTICE

8th February
1968

NO: 1177 of 1966

Between

NELLIE EVELYN CRICHLOW (Widow)

GEORGE CARLTON CRICHLOW

10

DONAVAN RUSSELL CRICHLOW

VERONICA AUGUSTA CRICHLOW

GEORGINA ELIZABETH CRICHLOW

PHILMORE ESTHER FORRESTER

Plaintiffs

. And

TEXACO (TRINIDAD) LIMITED

The Attorney General of Trinidad
& Tobago (By order of Mr. Justice
K. de la Bastide dated 5th June,
1967)

Defendant

20

In Chambers:

On the 8th day of February, 1968

Entered on the day of

Before the Honourable Mr. Justice Cherrie.

Upon hearing Counsel for the plaintiffs and for the
defendant Texaco (Trinidad) Limited and upon reading
the summons dated the 6th December, 1967, filed herein.

IT IS ORDERED

that the defendant Texaco (Trinidad) Limited be at
liberty to amend its defence by the insertion of the words
"if any" after the word "much" in the first line of para-
graph 1 thereof, and also after the word "remainder" in
the first line of paragraph 2 thereof and that the cost by
this application be cost in the cause. Fit for counsel.

30

Registrar.

In the High
Court

No. 8

Amended Defence of Texaco (Trinidad) Limited

No. 8
Amended Defence
of Texaco
(Trinidad)
Limited
15th February
1968

Amended Defence delivered in pursuance of the Order of
the Honourable Mr. Justice Errol Cherrie, dated the 8th
day of February, 1968

TRINIDAD AND TOBAGO
IN THE HIGH COURT OF JUSTICE

No. 1177 of 1966

Between

NELLIE EVELYN CRICHLOW & ORS. Plaintiffs

10

And

TEXACO (TRINIDAD) LIMITED

Defendant

AMENDED DEFENCE

1. As to so much (if any) of the parcel of land claimed
by the Plaintiffs herein as falls within the area coloured
in pink on the plan marked "A" and hereto attached, the
Defendant says that it is in possession thereof by itself.

2. As to the remainder (if any) of the said parcel of
land, the Defendant denies that it ever took, or still
keeps, possession thereof, as alleged in the Statement of
Claim or at all. 20

3. Save as to admissions hereinbefore expressly made
the Defendant denies each and every allegation of fact
contained in the Statement of Claim as if the same were
herein specifically set forth and traversed seriatim.

M.A. de la Bastide.

Of Counsel.

15th

AMENDED DEFENCE DELIVERED this 14th day of
February, 1968,

March, 1967, by Messrs. Pollonais & Blanc of No. 76

30

Queen Street, Port of Spain, Solicitors for the Defendant.

Pollonais & Blanc.

Defendant's Solicitors.

To: Messrs. Wong & Sanguinette,
Plaintiffs' Solicitors.

We accept delivery of the within-written Defence notwith-
standing that the time limited for its delivery has expired.

Wong & Sanguinette.
Plaintiffs' Solicitors.

SURVEY ORDER No. 14/52
M.P. 77175 L. & S. 213/49
R.P.O. Vol. Fol.

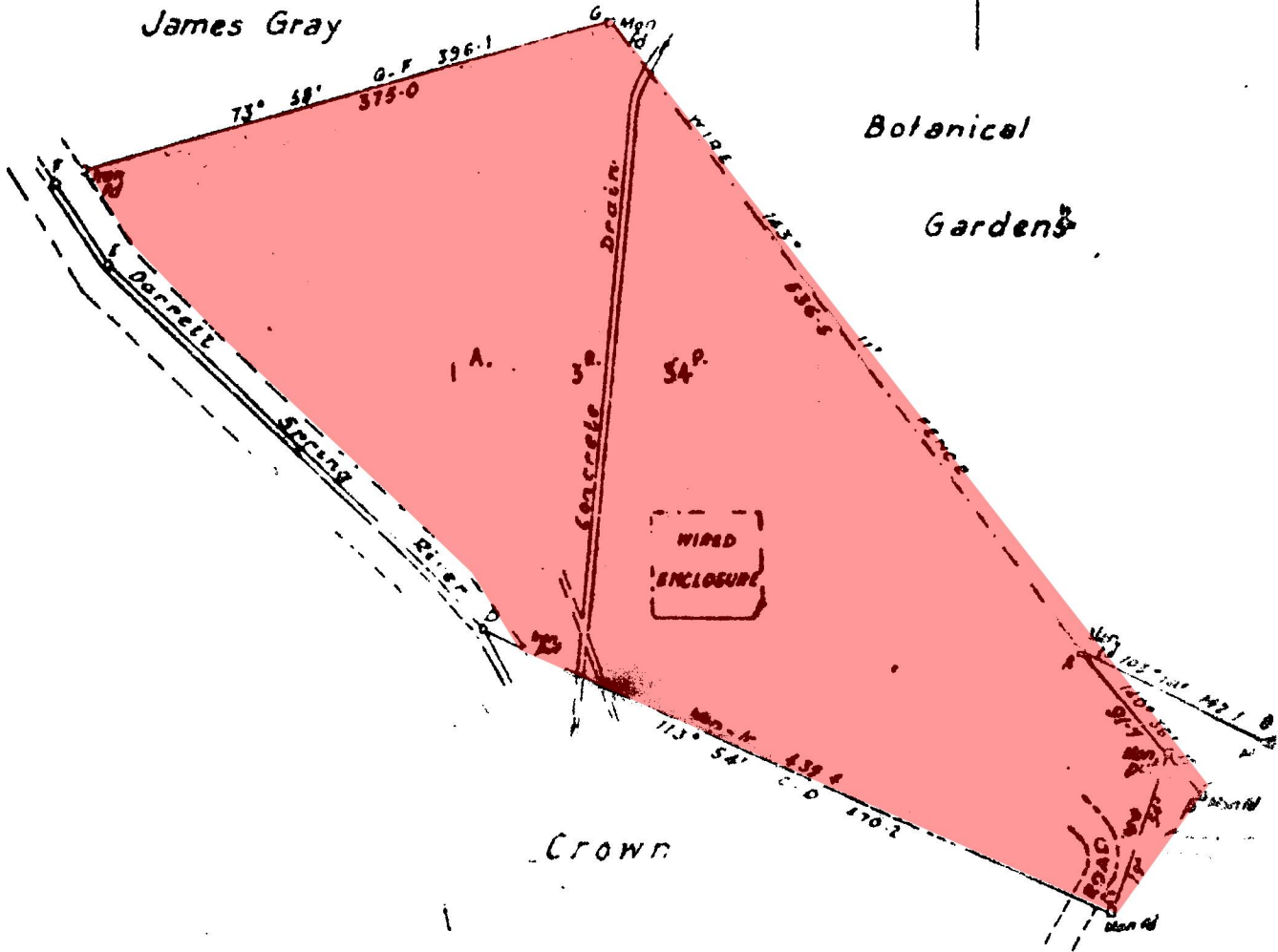
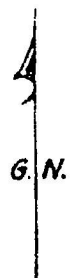
Plan 24/1724

L.S. - 54
Cadastral Sheet 1.17.
Ward of **TOBAGO**
Parish of **ST ANDREW**

This is the Plan or Diagram marked "A" mentioned and referred to in the prefixed Deed of Lease dated the 22nd day of *September* 1952.

[Signature]
Conveyancer.

now or formerly
James Gray



Approved *[Signature]*

as *Rep* Director of Surveys
30-4-52

SCALE = 1:1000

Bearings obtained by Solar Observation
Note: To obtain complete bearings and distances

Distances are in links

PLAN of a Parcel of Land coloured pink in the Ward of **TOBAGO**
Containing **ONE Acre THREE Roods and THIRTY FOUR Perches**
Surveyed by me, with due authority in February 1952 for a lease to Shell Leaseholds
Distributing Co. Ltd.

Checked by *[Signature]* *[Signature]* *[Signature]*

Entered on 1.17.
See Plan K.T. 43
19/52.

Land Surveyor, Trinidad 12th March 1952

In the High
Court

No. 8

Amended Defence
of Texaco
(Trinidad)
Limited

15th February
1968

continued

PLAN

In the High
Court

No. 9

Further and Better Particulars of Statement of Claim

No. 9

TRINIDAD AND TOBAGO

Further and
Better Particulars
of Statement of
Claim

IN THE HIGH COURT OF JUSTICE

No. 1177 of 1966

Between

NELLIE EVELYN CRICHLAW (Widow),
GEORGE CARLTON CRICHLAW,
DONAVAN RUSSEL CRICHLAW,
VERONICA AUGUSTA CRICHLAW,
GEORGINA ELIZABETH CRICHLAW
PHILMORE HAMEL CRICHLAW, and
EILEEN ESTHER FORRESTER (nee
Crichlow)

10

Plaintiffs

And

TEXACO (TRINIDAD) LIMITED and
THE ATTORNEY GENERAL of Trinidad
and Tobago (By Order of Mr. Justice K.
de la Bastide dated 5th June, 1967)

Defendants

FURTHER AND BETTER PARTICULARS Delivered
this 7th day of October, 1968, pursuant to Order of the
Honourable Mr. Justice Errol Cherrie dated 8th February,
1968.

20

Plaintiffs' Solicitors.

The following are the particulars of the Statement
of Claim as amended in accordance with order of the
Honourable Mr. Justice Maurice Corbin dated 17th June,
1968.

Under paragraph 1 :

The area of land measuring 20 perches referred to
therein is indicated on the sketch plan hereto annexed
and marked "A" as the hatched portion of the parcel of
land shown by means of shading on the said plan which
said parcel of land the Government of Trinidad and Tobago
acknowledged, by letter from the Warden of Tobago dated
12th March, 1953, to the Second Plaintiff, was erroneously
noted in the records of the Government as having been
acquired by the Government in 1948.

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To: Messrs. Pollonais & Blanc,
76 Queen Street,
Port of Spain.
Solicitors for the First-named Defendant.

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No. 10

In the High
Court

Order of Mr. Justice McMillan

No. 10

TRINIDAD AND TOBAGO

Order of Mr.
Justice
McMillan

IN THE HIGH COURT OF JUSTICE

29th October
1971

No. 1177 of 1966

Between

NELLIE EVELYN CRICHLAW (Widow)
GEORGE CARLTON CRICHLAW
DONAVAN RUSSELL CRICHLAW
VERONICA AUGUSTA CRICHLAW
GEORGINA ELIZABETH CRICHLAW
PHILMORE HAMEL CRICHLAW and
EILEEN ESTHER FORRESTER (nee
Crichlow)

Plaintiffs

And

TEXACO (TRINIDAD) LIMITED

and

THE ATTORNEY GENERAL OF TRINIDAD
AND TOBAGO (By Order of Mr. Justice
K. de la Bastide, dated 5/6/67)

Defendants

In Chambers :

Before the Honourable Mr. Justice McMillan.

On the 29th day of October, 1971.

Entered the 11th day of November, 1971.

Upon hearing counsel for the plaintiffs and for the first defendant and solicitor for the second defendant, and upon reading the summons dated the 27th day of April, 1971, the proposed amended Statement of Claim, and the affidavit of Lennor Arthur Wong, sworn to the 27th day of April, 1971, all filed herein

IT IS ORDERED

that the plaintiffs be at liberty to re-amend, in green, their Statement of Claim, as follows :-

Under para. 5, by deleting the figure '8' in the last line and adding 's' to the word 'paragraph' and the figures '7, 8, 9 and 11' before the word 'hereof';

and by substituting and/or adding the following paragraphs:

In the High
Court

No. 10

Order of Mr.
Justice
McMillan

29th October
1971

continued

7. In or about the year 1952, the first defendant and Government of Trinidad and Tobago (hereinafter referred to as "the Government") their servants and/or agents and/or the servants or agents or either of them wrongfully entered upon the said land and wrongfully took possession of the said land.

8. Further, the Government, by correspondence passing between it and the first plaintiff (acting therein on behalf of the other plaintiffs) wrongfully claimed to be the owner of the said land and by deed numbered 9950 of 1952 purported to lease the said land to the first defendant. 10

9. The Government had no right, title or interest in the larger parcel of land or any part thereof and the said purported lease was ineffective to vest any interest in the said land in the first defendants who entered into possession of the said land in purported pursuance thereof.

And in the Prayer, by adding the words "from the year 1952 to date of delivery of possession" after the words 'mesne profits'. 20

Leave to write up order.

/s ?

Assistant Registrar.

No. 11

Re-Amended Statement of Claim

In the High
Court

TRINIDAD AND TOBAGO

No. 11

IN THE HIGH COURT OF JUSTICE

Re-Amended
Statement of
Claim

No. 1177 of 1966

11th November
1971

Between

NELLIE EVELYN CRICHLOW (Widow),
GEORGE CARLTON CRICHLOW,
DONAVAN RUSSEL CRICHLOW,
10 VERONICA AUGUSTA CRICHLOW,
GEORGINE ELIZABETH CRICHLOW
PHILMORE HAMEL CRICHLOW and
EILEEN ESTHER FORRESTER (nee
Crichlow)

Plaintiffs

And

TEXACO (TRINIDAD) LIMITED

and

20 THE ATTORNEY GENERAL OF
TRINIDAD AND TOBAGO (By Order
of Mr. Justice K. de la Bastide, dated
5/6/67)

Defendants

RE AMENDED STATEMENT OF CLAIM

1. The Plaintiffs are the owners for an estate in fee Simple and are entitled to the possession of ALL that certain piece or parcel of land situate at Wilson Road, in the Parish of St. Andrew in the Island Ward of Tobago comprising 20 Perches and bounded on the North partly by lands of the Plaintiffs and partly by lands of Carlton N. Moses on the South partly by lands of the Plaintiffs
30 ~~and partly by lands of the Crown leased to Texaco (Trinidad) Limited on the East by lands of the Crown leased to Texaco (Trinidad) Limited and on the West partly by lands of the Plaintiffs and partly by lands of Carlton N. Moses (hereinafter referred to as the "said land") being portion of a larger parcel of land comprising 2 Roods and 22 Perches and bounded on the North by lands formerly of Jane Parks but now of Carlton N. Moses on the South by lands formerly of Mary Ann Challenger but now partly of James Gray and partly of the Crown~~
40 ~~leased to Texaco (Trinidad) Limited and partly by the~~

In the High
Court

No. 11

Re-Amended
Statement of
Claim

11th November
1971

continued

Plymouth Road and on the East by lands of the Crown leased to the Botanic Station partly by lands of the Crown leased to Texaco (Trinidad) Limited and partly by lands of James Gray and on the West by Plymouth Road and by lands of Carlton N. Moses (hereinafter referred to as "the larger parcel of land").

2. By a warrant of transfer No. 1800 of 1906, His Excellency, the Governor of Trinidad and Tobago granted to Mary Ann Nancis, Charlotte Blackman (as she then was), Almina Blackman, Maria Blackman as tenants in common two parcels of land situate in the Parish of Saint George, in Tobago first comprising one acre bounded on the North by lands of C. Parks on the South by lands of T. Jacks on the East by the Botanic Station and on the West by the Public Road and the second comprising two roods bounded on the North by lands of R. Wilson on the South by lands of the heirs of Crooks on the East by the Public Road and on the West by lands of J.E. Roberts.

10

3. By a warrant of forfeiture dated the 1st November, 1918 numbered No. 4420 of 1918, His Excellency, the Governor forfeited the larger parcel of land being the share or part belonging to Charlotte Douglas (Charlotte Blackman aforesaid) in the lands hereinafter referred to in paragraph 3 hereof. The said share so forfeited is described in the said warrant as measuring 2 Roods and 22 Perches and was bounded on the North by lands of D. Park on the South by lands of Felicity Bruce on the East by lands of Mary Ann Nancis and on the West by Moriah Road and Wilson Road.

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4. By the instrument dated 17th February, 1920 and numbered 816 of 1920, His Excellency, The Governor re-granted to the said Charlotte Douglas the larger parcel of land which had been forfeited as aforesaid.

5. The said Charlotte Douglas died intestate on the 19th of August, 1919 and Letters of Administration to her Estate were, on the 11th August, 1920, granted to the lawful husband, Gustavas Douglas. By deed dated the 2nd September, 1920 and registered as No. 1562 of 1931, the said Gustavas Douglas, for the consideration therein mentioned, conveyed the larger parcel of land to Henry Edward Crichlow, who went into possession and continued in possession thereof until the matters hereinafter set out in paragraphs 8 7, 8, 9 and 11 hereof.

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6. The said Henry Edward Crichlow died intestate on the 13th December, 1954 and Letters of Administration were, on the 24th August, 1962 granted to his lawful widow Nellie Evelyn Crichlow, the first Plaintiff.

In the High Court

—
No. 11

7. In or about the year 1952, the first Defendant and Government of Trinidad and Tobago (hereinafter referred to as "the Government") their servants and/or agents and/or the servants or agents of either of them wrongfully entered upon the said land and wrongfully took possession of the said land.

Re-Amended Statement of Claim

11th November 1971

continued

8. Further, the Government, by correspondence passing between it and the first Plaintiff (acting therein on behalf of the other Plaintiffs) wrongfully claimed to be the owner of the said land and by deed numbered 9950 of 1952 purported to lease the said land to the first Defendants.

9. The Government had no right, title or interest in the larger parcel of land or any part thereof and the said purported lease was ineffective to vest any interest in the said land in the first Defendants who entered into possession of the said land in purported pursuance thereof.

10. By Deed No. 14119 of 1962, the first Plaintiff as Administratrix of the estate of the said Henry Edward Crichlow assented and conveyed to herself and the other Plaintiffs herein, the lawful children of the deceased, the larger parcel of land.

11. During the year 1952 the Defendants then named Shell Leaseholds Distributing Company Limited wrongfully took possession thereof.

The Plaintiffs claim :-

1. Possession of the said land.
2. Mesne Profits from the year 1952 to date of delivery of possession.
3. Costs.
4. Further and other relief.

Ewart Thorne.

Of Counsel.

In the High
Court
—
No. 11

AMENDED STATEMENT OF CLAIM delivered pursuant
to the Order of Corbin J, dated the 29th July, 1968, this
19th day of May, 1971, by Messrs. Wong & Sanguinette,
Solicitors for the Plaintiffs.

Re-Amended
Statement of
Claim

Wong & Sanguinette

Plaintiffs' Solicitors.

11th November
1971

continued

To: Messrs. Pollonais & Blanc,
Defendant's Solicitors.

RE- DELIVERED pursuant to the Order of Mr. Justice
McMillan dated 28th October, 1971, this 11th day of
November, 1971, by Messrs. Wong & Sanguinette, of
No. 28 St. Vincent Street, Port of Spain, Solicitors for
the Plaintiffs.

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Wong & Sanguinette

Plaintiff's Solicitors.

To: Messrs. Pollonais & Blanc,
29 St. Vincent Street,
Port of Spain.
Solicitors for the First Defendants;

and to : The Crown Solicitor,
7 St. Vincent Street,
Port of Spain.
Solicitor for the Second Defendant.

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No. 12

Amended Writ of Summons

In the High
Court

WONG & SANGUINETTE

No. 12

(Writ of Summons -

Amended Writ
of Summons

TRINIDAD AND TOBAGO

10th January
1972

IN THE HIGH COURT OF JUSTICE

No. 1177 of 1966

BETWEEN

10 NELLIE EVELYN CRICHLAW (Widow)
 GEORGE CARLTON CRICHLAW,
 DONAVAN RUSSEL CRICHLAW
 VERONICA AUGUSTA CRICHLAW
 GEORGINA ELIZABETH CRICHLAW
 PHILMORE HAMEL CRICHLAW and
 EILEEN ESTHER FORRESTER (nee
 Crichlow) Plaintiffs

AND

20 TEXACO (TRINIDAD) LIMITED and
 THE ATTORNEY GENERAL OF
 TRINIDAD AND TOBAGO (By Order of
 Mr. Justice K. de la Bastide, dated
 5/6/67) Defendants

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

30 TO TEXACO (TRINIDAD) LIMITED, of Colonial Life
 Building, 29 St. Vincent Street, Port of Spain
 THE ATTORNEY GENERAL OF TRINIDAD AND
 TOBAGO,
 Attorney General Chambers,
 Red House,
 Port of Spain.

We command you, that 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 an
action at the suit of Nellie Evelyn Crichlow (Widow),
George Carlton Crichlow, Donavan Russel Crichlow,

In the High
Court

—
No. 12

Amended Writ
of Summons

10th January
1972

continued

Veronica Augusta Crichlow, Georgina Elizabeth Crichlow,
Philmore Hamel Crichlow and Eileen Esther Forrester
(nee Crichlow)

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 E.
Phillips, Acting Chief Justice of our said Court at Port-
of-Spain, in the said Island of Trinidad, this 10th day of
January, 1972.

10

N.B. - This writ is to be served within Twelve Calendar
months from the date thereof or, if renewed, within Six
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 Plaintiffs' claim is against the Defendants for :-

1. Recovery of possession of All that certain piece or
parcel of land situate at Wilson Road, in the Parish of
St. Andrew in the Island Ward of Tobago comprising 20
Perches and bounded on the North partly by lands of the
Plaintiffs and partly by lands of Carlton N. Moses on the
South partly by lands of the Plaintiffs and partly by lands
of the Crown leases to Texaco (Trinidad) Limited on the
East by lands of the Crown leases to Texaco (Trinidad)
Limited and on the West partly by lands of the Plaintiffs
and partly by lands of Carlton N. Moses being portion
of a larger parcel of land comprising 2 Roods and 22
Perches and bounded on the North by lands formerly of
Jane Parks but now of Carlton N. Moses on the South by
lands formerly of Mary Ann Challenger but now partly
of James Gray and partly of the Crown leased to Texaco
(Trinidad) Limited and partly by the Plymouth Road on
the East by lands of the Crown leased to the Botanic
Station partly by lands of the Crown leased to Texaco
(Trinidad) Limited and partly by lands of James Gray
and on the West by Plymouth Road and by lands of
Carlton N. Moses.

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2. Mesne profits "from the year 1952 to date of
delivery of possession.

3. Such further and/or other relief as the nature of the case may require.

In the High Court

(By order of McMillan J. dated the 29th October, 1971)

No.12

Amended Writ of Summons

10th January 1972

continued

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This Writ was issued by Messrs. WONG & SANGUINETTE of and whose address for service is No.28 St. Vincent Street, Port-of-Spain, Trinidad, Solicitors for the said Plaintiffs Nellie Evelyn Crichlow (Widow), Donavan Russel Crichlow, (Architectural Draughtsman), Veronica Augusta Crichlow (Dietician) Georgina Elizabeth Crichlow, Eileen Esther Forrester (Civil Servants) who reside at Wilson Road, Scarborough Tobago; George Carlton Crichlow (Proprietor) who resides at 5 Ranjit Kumar St., St. James, and Philmore Hamel Crichlow (Medical Doctor) formerly of Belle Garden, Tobago but now of 7121 Vann Dr. Pittsburgh Pennsylvania, in the United States of America.

/s Wong & Sanguinette
Plaintiff Solicitors.

20

This writ was served by me at
on the Defendant
on the day of 197 .
Indorsed the day of 197 .

(Signed)

(Address)

In the High
Court

No. 13
Summons

No. 13

TRINIDAD AND TOBAGO.

Summons

IN THE HIGH COURT OF JUSTICE

10th May 1972

No. 1177 of 1966

Between

NELLIE EVELYN CRICHLOW (widow)
GEORGE CARLTON CRICHLOW, DONAVAN
RUSSEL CRICHLOW, VERONICA AUGUSTA
CRICHLOW, GEORGINA ELIZABETH
CRICHLOW, PHILMORE HAMEL CRICHLOW
and EILEEN ESTHER FORRESTER (nee
Crichlow)

Plaintiffs

And

TEXACO (TRINIDAD) LIMITED
and

THE ATTORNEY GENERAL OF TRINIDAD
AND TOBAGO (By Order of de la Bastide
J., Dated 5/6/67)

Defendants

TAKE NOTICE that this Honourable Court will be
moved on FRIDAY the 17th day of May, 1972, at the hour
of 9.00 o'clock in the forenoon, or so soon thereafter as
Counsel can be heard, by EWART THORNE, Esq., of
Counsel for the Plaintiffs, on their behalf for an Order
that Judgment be entered for the Plaintiffs against the
Second Defendant in terms of the Re-Amended Statement
of Claim delivered herein, the said Second Defendant
having failed to deliver any defence, and that the costs
of this application be paid by the said Second Defendant
to the Plaintiffs.

Dated this 10th day of May, 1972.

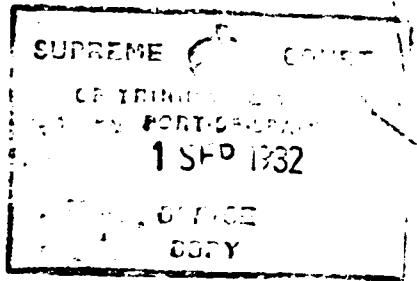
Wong & Sanguinette
Plaintiffs' Solicitors

This Notice of Motion is issued by Messrs. Wong &
Sanguinette, of No. 28 St. Vincent Street, Port of Spain,
Solicitors for the Plaintiffs.

To: The Registrar of the Supreme Court of Judicature;

and to: The Crown Solicitor,
7 St. Vincent Street,
Solicitors for the Second Defendant.

N.B. If you do not attend either in person or by your
solicitors such Order will be made and proceedings
taken as to the Judge may seem just and expedient.



No. 14
Court Notes

TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

In the High Court

of 1967

No. 14

Between

Court Notes
19th May 1972

PLAINTIFF

AND

DEFENDANT

Date Filed	Steps
4.2.68	Order, J. - Dr. Thorne / de la Barre, note Summons filed 6.12.67 - delay in law. last into cause. O. 21/68 for cause.
	Summons dated 30.5.67 - dismissed. Part into cause.
	" " 5.6.67 - Order in terms. last in the cause for cause. liberty to apply. 21/68
	Chambers.
2/5/68	Order J - Collier - Wong - No 1 17/6/68
	Order J - Sanyal - Biology - RIC Order - (in) 1/68 Leave to particulars in the case. (in) by Plaintiff
3.5.71	Order J - Collier / de la Barre - No 1 6.5.71
2/5/71	Order J - Collier / de la Barre - No 1 3/6/71
24.6.71	Order J - Collier - No 1 25.10.71
1/1/71	Summons to recommend S/C.
29/10/71	McMillan, J - Wong / de la Barre, Daly, 1/68 - leave to amend by deleting E 1 Subd E, 9 as initialled + to incl proper for mesne profits in dates of del. 27.10.71

1072. Davis J. - Thorne & Miss Twaine

OK Judgment for P/P in terms of Para 112 of relief sought in s/c claim as against and Refett. for possession of land the subject matter of this action. Messrs profits to be assessed. Costs of the application of the A.S. to be joined as costs & proceedings plus costs of and incidental to this action to be taxed. Liberty to apply L.T.U.U.

O 2/9/78

Blackburn - De la Botte 10/5/78

1073. de la Botte J: Blackburn/De la Botte - Order in terms of para. 1 (a) (b) (c)...

O 10/5/78

except in (b) - after for to include an order that in the event of judgment being entered for the P/P, against the 1st defd. before the award Damages to be assessed. Quid (c) Costs of appl. to 1st defd. defd. 7/7 for Counsel. L.T.U.U.

1074

1075

Davis/de la Botte, Ramslogan Rly / - AD, DFR - Cannot be taken today
Mr. Westlake, J - Davis/de la Botte AD 3/5/78

1076 Scott J - Davis, Ramslogan holding/De la Botte & Co

Davis II - B/C Adj 24.2.75

1077 Davis/de la Botte & Co - B/C Adj. E. May 1978
Sherrin hold... Damages like assessed

1078 de la Botte, J: Lee/ Brooks - B/Asst. 26.6.75

1078 }
1079 }

O 2/9/78

1078 - Koopman J - Ramslogan / Miss Twaine

Adj 28/6/78 before Brothwaite J.

Brothwaite J: Ramslogan & Robinson / Miss Twaine
Appl. by A.G. to bring a new action to substitute
Consent Judgment.

Brothwaite J: Ramslogan & Robinson / Miss Twaine
Part heard - Adj 14.7.78 @ 1.30

4/7/78 - Braithwaite J. : Ramsahoye & Robinson / Twarie
Fact Board - Adj'd. to 5/7/78 @ 1.0

5/7/78 - Braithwaite J. : Ramsahoye & Robinson / Twarie
Judgment Reserved.

5/7/78. Mr. Millan (S) - Mr. Robinson / Dr. Jalsingh holds.

Adj'd to a D.F.R.

2-78: Braithwaite, J. : Dr. Ramsahoye / Mrs Twarie
Judgment: The defendant to pay to the plaintiff
the sum of \$240,000.00 from 1958 to judgment
at 6% interest per annum. And the defendant
pay the plaintiff's costs fit for two (2) Counsel
stay of Execution of 28 days.

I certify that this is a true and correct
copy of the fly-sheet in proceedings,

Re: High Court Action No. 1177 of 1966

The Attorney General of T&T

vs

Nellie Evelyn Crichlow and others

J. S. Miller
Clerk of Appeals.

In the High
Court

No. 15

Order of Mr. Justice Rees

No. 15

TRINIDAD AND TOBAGO

Order of Mr.
Justice Rees

IN THE HIGH COURT OF JUSTICE

19th May 1972

No. 1177 of 1966

Between

NELLIE EVELYN CRICHLOW (Widow)
GEORGE CARLTON CRICHLOW
DONAVAN RUSSELL CRICHLOW
VERONICA AUGUSTA CRICHLOW
GEORGINA ELIZABETH CRICHLOW
PHILMORE HAMEL CRICHLOW and
EILEEN ESTHER FORRESTER (nee
Crichlow)

10

Plaintiffs

And

TEXACO (TRINIDAD) LIMITED
and
THE ATTORNEY GENERAL OF
TRINIDAD AND TOBAGO (By Order
of de la Bastide J., dated 5/6/67)

Defendants

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Dated and Entered the 19th day of May, 1972.
Before the Honourable Mr. Justice Rees.

UPON MOTION made unto the Court this 19th day
of May, 1972, upon reading the affidavit of Lennox
Arthur Wong, sworn the 9th day of May, 1972 and filed
herein, the second Defendant not having delivered any
Defence herein

IT IS BY CONSENT ORDERED

that the Plaintiffs do recover against the second Defendant
possession of ALL that certain piece or parcel of land
situate at Wilson Road in the Parish of St. Andrew in the
Island Ward of Tobago comprising 20 Perches and
bounded on the North partly by lands of the Plaintiffs and
partly by lands of Carlton N. Moses on the South partly
by lands of the Plaintiffs and partly by lands of the Crown
leased to Texaco (Trinidad) Limited on the East by lands
of the Crown leased to Texaco (Trinidad) Limited and on
the West partly by lands of the Plaintiffs and partly by
lands of Carlton N. Moses being portion of a larger

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parcel of land comprising 2 Roods and 22 Perches and bounded on the North by lands formerly of Jane Parks but now of Carlton N. Moses on the South by lands formerly of Mary Ann Challenger but now partly of James Gray and partly of the Crown leased to Texaco (Trinidad) Limited and partly by the Plymouth Road on the East by lands of the Crown leased to the Botanic Station partly by lands of James Gray and on the West by Plymouth Road and by lands of Carlton N. Moses and mesne profits from the year 1958 until delivery of possession - such mesne profits to be assessed by a Judge in Chambers.

In the High Court

No. 15

Order of Mr. Justice Rees

19th May 1972

continued

AND IT IS BY CONSENT FURTHER ORDERED

that the costs of the application of the Attorney General being joined as a party to these proceedings including the costs of and incidental to this Motion be taxed and paid by the second Defendant to the Plaintiffs.

Liberty to apply.

20

/s. G.A. Edoe

Deputy Registrar.

In the High
Court

No. 16

Summons

No. 16

TRINIDAD AND TOBAGO

Summons

IN THE HIGH COURT OF JUSTICE

1st March 1973

No. 1177 of 1966

Between

NELLIE EVELYN CRICHLOW (Widow)
GEORGE CARLTON CRICHLOW
DONAVAN RUSSEL CRICHLOW
VERONICA AUGUSTA CRICHLOW
PHILMORE HAMEL CRICHLOW and
EILEEN ESTHER FORRESTER (nee
Crichlow)

10

Plaintiffs

And

TEXACO (TRINIDAD) LIMITED
and
THE ATTORNEY GENERAL OF
TRINIDAD AND TOBAGO (By Order
of Mr. Justice de la Bastide, dated
5th June, 1967)

Defendants

20

LET all parties concerned of their Solicitors attend the Judge in Chambers at the Court House, Port of Spain, on Thursday the 29th day of March, 1973, at the hour of 9.00 o'clock in the forenoon on the hearing of an application by the Defendant, Texaco (Trinidad) Limited (hereinafter called "the First Defendant").

1. For an order that the First Defendant be at liberty to enter Judgment against the Defendant, the Attorney-General of Trinidad and Tobago (hereinafter called "the Second Defendant") :-

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(a) For a declaration that the Second Defendant is liable to indemnify the First Defendant in respect of any sum which the First Defendant may be held liable to, or may reasonably pay, to the Plaintiffs in respect of the Plaintiffs' claim herein for mesne profits and for costs, and the First Defendant's own costs of defending the action against the Plaintiffs on the common fund basis.

(b) For damages to be assessed by a Judge in

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Chambers for breach of the covenant for quiet enjoyment contained in a deed of lease dated the 22nd day of September 1952 and registered as No. 9950 of 1952 and made between His Excellency the Governor of Trinidad and Tobago of the one part and Shell Leaseholds Distributing Company Limited of the other part.

In the High Court
No. 16
Summons
1st March 1973
continued

- 10 (c) For the costs of these proceedings by the First Defendant against the Second Defendant, including the costs of the assessment.
2. Alternatively, for Third Part Directions as follows:-
- (a) That the First Defendant deliver its Statement of Claim within 21 days to the Second Defendant.
- (b) That the Second Defendant deliver his Defence thereto within 21 days thereafter.
- (c) That the First Defendant be at liberty to deliver a Reply within 14 days thereafter.
- 20 (d) That the claim of the First Defendant against the Second Defendant set out in the Notice filed herein on the 1st day of March, 1973, be tried at the trial of this action.
- (e) That the costs of this application be costs in the cause and in the Third Party proceedings.

DATED the 1st day of March 1973.

This Summons was taken out by Messrs. POLLONAIIS & BLANC of 29 St. Vincent Street, Port of Spain, Solicitors for the First Defendant, Texaco (Trinidad) Limited.

30 Pollonais & Blanc
Solicitors for the first named
Defendant, Texaco (Trinidad) Limited.

Note: If you do not attend either in person or by your Solicitor at the time and place mentioned, such order shall be made and proceedings taken as to the Judge may seem just and expedient.

40 TO: The Registrar of the High Court; and to
The Crown Solicitor,
7 St. Vincent Street, Port of Spain,
Solicitor for the 2nd Defendant; and
Messrs. Wong & Sanguinette,
28 St. Vincent Street, Port of Spain,
Solicitors for the Plaintiffs.

In the High
Court

No. 17

Indemnity Notice

No. 17

TRINIDAD AND TOBAGO

Indemnity Notice

IN THE HIGH COURT OF JUSTICE

1st March 1973

No. 1177 of 1966

Between

NELLIE EVELYN CRICHLAW (Widow)

GEORGE CARLTON CRICHLAW

DONAVAN RUSSEL CRICHLAW

VERONICA AUGUSTA CRICHLAW

PHILMORE HAMEL CRICHLAW and

EILEEN ESTHER FORRESTER (nee

Crichlow)

Plaintiffs

10

And

TEXACO (TRINIDAD) LIMITED

and

THE ATTORNEY GENERAL OF

TRINIDAD AND TOBAGO (By order

of Mr. Justice de la Bastide dated

5th day of June 1967)

Defendants

20

TO:- The Defendant the Attorney General of Trinidad
and Tobago.

TAKE NOTICE that this action has been brought by
the Plaintiffs against the Defendants. In it the Plaintiffs
claim against the Defendants :-

1. Recovery of possession of All that certain piece or
parcel of land situate at Wilson Road, in the Parish
of St. Andrew in the Island Ward of Tobago com-
prising 20 Perches and bounded on the North partly
by lands of the Plaintiffs and partly by lands of
Carlton N. Moses on the South partly by lands of
the Plaintiffs and partly by lands of the Crown
leased to Texaco (Trinidad) Limited on the East
by lands of the Crown leased to Texaco (Trinidad)
Limited and on the West partly by lands of the
Plaintiffs and partly by lands of Carlton N. Moses
being portion of a larger parcel of land comprising
2 roods and 22 perches and bounded on the North
by lands formerly of Jane Parks but now of Carlton
N. Moses on the South by lands formerly of Mary
Ann Challenger but now partly of James Gray and

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partly of the Crown leased to Texaco (Trinidad) Limited and partly by lands of James Gray and on the West by Plymouth Road and by lands of Carlton N. Moses.

In the High Court

No. 17

2. Mesne profits from the year 1952 to date of delivery of possession.
3. Such further and/or other relief as the nature of the case may require.

Indemnity Notice

1st March 1973

continued

10 The Defendant Texaco (Trinidad) Limited claims against you :-

- (i) an indemnity against the Plaintiffs' claim for mesne profits and costs;
- (ii) damages for breach of covenant for quiet enjoyment;
- (iii) all costs on a common fund basis incurred by this defendant in defending this action and the costs of pursuing this claim against you,

20 on the grounds that the plaintiffs' claim herein against this Defendant is in respect of this Defendant's possession of a parcel of land which was leased to this Defendant by His Excellency the Governor of Trinidad and Tobago (the Plaintiffs' alleged predecessor in Title) for 25 years from the 15th day of February, 1952, by Deed dated the 22nd day of September, 1952, and registered as No. 9950 of 1952 which deed of lease contained a covenant by the Lessor that this Defendant should and might peaceably hold and enjoy the said parcel of land during the said term without any interruptions by the Lessor or any person rightfully claiming from or under him.

30 DATED this 1st day of March, 1973.

Yours &c.,

Pollonais & Blanc
Solicitors for the first Defendant,
Texaco (Trinidad) Limited.

TO:- The Registrar of the High Court and to

The Crown Solicitor,
7 St. Vincent Street, Port of Spain
Solicitor for the 2nd Defendant; and

40 Messrs. Wong & Sanguinette,
28 St. Vincent Street, Port of Spain
Solicitors for the Plaintiff.

In the High
Court

No. 18

Affidavit of Albert Victor Knowles

No. 18

TRINIDAD AND TOBAGO

Affidavit of
Albert Victor
Knowles

IN THE HIGH COURT OF JUSTICE

28th March 1973 No. 1177 of 1966

Between

NELLIE EVELYN CRICHLAW (Widow)
GEORGE CARLTON CRICHLAW
DONAVAN RUSSEL CRICHLAW
VERONICA AUGUSTA CRICHLAW
PHILMORE HAMEL CRICHLAW and
EILEEN ESTHER FORRESTER (nee
Crichlow)

10

Plaintiffs

And

TEXACO (TRINIDAD) LIMITED

and

THE ATTORNEY GENERAL OF
TRINIDAD AND TOBAGO (By Order
of Mr. Justice de la Bastide, dated
5th June, 1967)

Defendants

20

I, ALBERT VICTOR KNOWLES of 2 Palm Avenue West, Petit Valley in the Ward of Diego Martin in the Island of Trinidad, Secretary and Legal Adviser, make oath and say as follows :-

1. I am the Secretary and Legal Adviser of the First-named Defendant Company and I am duly authorised to make this affidavit on its behalf. The facts deposed to herein are true to the best of my knowledge, information and belief.

2. The documents now produced and shown to me marked "A", "B" and "C" respectively are true copies of the Re-amended Statement of Claim, Further and Better Particulars of the Statement of Claim and the Amended Defence delivered herein on behalf of the Plaintiffs and the First-named Defendant respectively.

30

3. The documents now produced and shown to me marked "D" and "E" respectively are true copies of the Order of Mr. Justice Karl de la Bastide dated the 5th day of June, 1967 and the Judgment by Consent of Mr. Justice Evan Rees dated the 19th day of May, 1972 both filed herein. By these orders the Attorney General was on his own application joined as a Defendant in this action and subsequently submitted to a Judgment against himself for possession, mesne profits and costs.

In the High
Court

No. 18

Affidavit of
Albert Victor
Knowles

28th March 1973

10 4. The original name of the First-named Defendant Company was Shell-Leaseholds Distributing Company Limited. By special resolution passed on the 26th March, 1956 the name of Shell & Leaseholds Distributing Company Limited was changed to Shell & Regent Distributors (Trinidad) Limited. True copies of the said special resolution and certificate of change of name are hereto annexed and marked "F" and "G" respectively. By subsequent special resolution passed on the 18th
20 December, 1959 the name of Shell & Regent Distributors (Trinidad) Limited was changed to Texaco (Trinidad) Limited. True copies of the subsequent special resolution and certificate of incorporation of change of name issued on the 30th December, 1959 are hereto annexed and marked "H" and "I" respectively.

continued

30 5. By a Deed of Lease dated 22nd September, 1952 Registered as No. 9950 of 1952 made between the then Governor of Trinidad and Tobago and the Intendant of Crown Lands, Sir Hubert Rance, the said Governor demised to the said Shell-Leaseholds Distributing Company the parcel of land comprising 1 acre 3 roods 34 perches situate in the parish of St. Andrew in the Island of Tobago more particularly described therein and shown coloured pink on the plan annexed to the said Deed of Lease for a term of 25 (twenty five) years from the 1st day of February, 1952 at the annual rent and upon the terms and conditions therein mentioned. Pursuant to the said lease the First-named Defendant went into possession and are in possession of the said parcel of land. A true copy of the said Deed of Lease and the
40 plan annexed thereto is hereto annexed and marked "J".

6. The document now produced and shown to me marked "K" is a true copy of the survey plan of Mr. Phil Douglin, Land Surveyor, dated the 9th January, 1967. The Plaintiff's claim is to recover from the First-named Defendant possession of the hatched area

In the High Court

No. 18

shown on the said survey plan comprising 20 perches which area forms part of the parcel of land leased to the First-named Defendant by the said Deed of Lease No. 9950 of 1952.

Affidavit of Albert Victor Knowles

28th March 1973

continued

7. If the First-named Defendant has to surrender the said area of land claimed by the Plaintiffs the First named Defendant will not only be deprived of the use of the said area but will suffer damage and loss in relocating a chain link perimeter fence which it has erected and a 2" pipe-line which it has laid for delivery of fuel to the Trinidad & Tobago Electricity Commission. The total cost of this dislocation will be about TT\$950.00.

10

SWORN to at No. 75 St.)
Vincent Street, Port of)
Spain, this 28th day of)
March 1973)

Albert Knowles

Before Me,

Commissioner of Affidavits.

No. 18a
Exhibit "F" to the Affidavit of Albert Victor Knowles

In the High
Court

"F"

No. 18a

This is the document marked "F" referred to
in the foregoing affidavit of Albert Victor
Knowles sworn to before me this 28th day of
March, 1973

Exhibit "F" to
the Affidavit of
Albert Victor
Knowles

Dorothy Joseph
Commissioner of Affidavits

10 No. 308930

THE COMPANIES ACT 1948
COMPANY LIMITED BY SHARES
SHELL-LEASEHOLDS DISTRIBUTING
COMPANY LIMITED

SPECIAL RESOLUTION

Passed the 26th day of March, 1956

20 At a General Meeting of the above-named Company
duly convened and held at St. Helen's Court, Great St.
Helen's, London, E.C.3 on Monday the 26th day of
March, 1956 the sub-joined Resolution was duly passed
as a SPECIAL RESOLUTION -

RESOLUTION

That the name of the Company be changed to
SHELL & REGENT DISTRIBUTORS (TRINIDAD)
LIMITED.

G.S. Paterson
Secretary.

27th March, 1956.

In the High
Court

No. 18b

Exhibit "G" to the Affidavit of Albert Victor Knowles

No. 18b

"G"

Exhibit "G" to
the Affidavit of
Albert Victor
Knowles

This is the document marked "G" referred to
in the foregoing affidavit of Albert Victor
Knowles sworn to before me this 28th day of
March 1973.

Dorothy Joseph

Commissioner of Affidavits.

No. 308930

10

CHANGE OF NAME

Certificate pursuant to Section 18(3) of the Companies
Act 1948

I hereby certify that SHELL-LEASEHOLDS
DISTRIBUTING COMPANY LIMITED having, with the
sanction of a Special Resolution of the said Company and
with the approval of the BOARD OF TRADE, changed its
name, is now called SHELL & REGENT DISTRIBUTORS
(TRINIDAD) LIMITED and I have entered such new name
of the Register accordingly.

20

Given under my hand at London, this fourth day of
April One Thousand Nine Hundred and Fifty Six.

S. J. HUMBLE,

Assistant Registrar of Companies.

No. 18c

Exhibit "H" to the Affidavit of Albert Victor Knowles

"H"

This is the document marked "H" referred to in the foregoing affidavit of Albert Victor Knowles sworn to before me this 28th day of March 1973.

Dorothy Joseph
Commissioner of Affidavits.

In the High
Court

No. 18c

Exhibit "H" to
the Affidavit of
Albert Victor
Knowles

10 No. 308930

THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

SHELL & REGENT DISTRIBUTORS
(TRINIDAD) LIMITED

AT A GENERAL MEETING of the above-named Company duly convened and held at St. Helen's Court, Great St. Helen's, London, E.C.3, on Friday the 18th day of December, 1959 the sub-joined RESOLUTION was duly passed as a Special Resolution :-

20

RESOLUTION

That the name of the Company be changed to
TEXACO (TRINIDAD) LIMITED

J. R. BARNES

Secretary.

18th December, 1959.

In the High
Court

No. 18d

Exhibit "I" to the Affidavit of Albert Victor Knowles

No. 18d

Exhibit "I" to
the Affidavit of
Albert Victor
Knowles

"I"

This is the document marked "I" referred to
in the foregoing affidavit of Albert Victor
Knowles sworn to before me this 28th day of
March 1973.

Dorothy Joseph

Commissioner of Affidavits.

No. 308930

10

CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME

WHEREAS SHELL & REGENT DISTRIBUTORS
(TRINIDAD) LIMITED was incorporated as a limited
company under the COMPANIES ACT, 1929, on the third
day of January, 1936.

AND WHEREAS by special resolution of the
Company and with the approval of the Board of Trade it
has changed its name.

NOW THEREFORE I hereby certify that the
Company is a limited company incorporated under the
name of TEXACO (TRINIDAD) LIMITED.

20

Given under my hand at London, this thirtieth day
of December One thousand nine hundred and fifty nine.

W. B. LANGFORD

Registrar of Companies.

Exhibit "J" to the Affidavit of Albert Victor Knowles

In the High Court

No. 18e

Exhibit "J" to the Affidavit of Albert Victor Knowles

"J"

This is the document marked "J" referred to in the foregoing affidavit of Albert Victor Knowles sworn to before me this 28th day of March 1973.

Dorothy Joseph

Commissioner of Affidavits.

10 T H I S D E E D made the twenty second day of
September in the Year of Our Lord One thousand nine
hundred and fifty-two Between HIS EXCELLENCY MAJOR
GENERAL SIR HUBERT ELVIN RANCE, G.C.M.G.,
G.B.E., C.B., Governor and Commander-in-Chief in
and over the Colony of Trinidad and Tobago and Intendant
of Crown Lands (hereinafter called "the Lessor" which
expression where the context so admits includes the
Governor or officer for the time being administering
the Government of the said Colony) of the one part and
20 SHELL LEASEHOLDS DISTRIBUTING COMPANY
LIMITED, a Company duly incorporated under the laws
of Great Britain, having its principal registered office
at No. 31 Great St. Helen's, Leadenhall Street, in the
City of London in England, with a place of business at
Bretton Hall, No. 16 Victoria Avenue, in the City of
Port of Spain, in the Island of Trinidad, (hereinafter
called "the Lessee" which expression shall, where the
context so admits, include its permitted assigns) of the
other part:

30 WITNESSETH as follows :

1. IN CONSIDERATION of the rent covenants condi-
tions and agreements hereinafter reserved and contained
and on the part of the Lessee to be paid observed and
performed the Lessor doth hereby demise unto the Lessee
ALL AND SINGULAR that certain piece or parcel of land
and freehold hereditaments situate in the Parish of St.
Andrew, in the Island-Ward of Tobago, comprising ONE
ACRE THREE ROODS AND THIRTY-FOUR PERCHES be
the same more or less delineated and more particularly
40 described, and with the abuttals and boundaries there-
fore shown, in the Plan or Diagram hereto annexed and

In the High Court

 No. 18e

Exhibit "J" to the Affidavit of Albert Victor Knowles

continued

marked "A" and thereon coloured "Pink" and hereinafter referred to as "the Demised Premises" TO HOLD the same unto the Lessee for the term of TWENTY FIVE YEARS from the First day of February in the Year One thousand nine hundred and fifty-two Yielding and Paying therefor to the Sub-Intendant of Crown Lands (hereinafter called "the Sub-Intendant") for the use of the Lessor during the said term hereby granted the annual rent of TWO HUNDRED AND THIRTY FIVE DOLLARS AND FIFTY CENTS payable without any deduction in advance on the Second day of January in each and every year the first of such payments, however, in respect of the proportionate part of the year ending on the Thirty-first day of December One thousand nine hundred and fifty-two to be made on the execution of these Presents

10

2. The Lessee hereby for itself and its assigns and to the intent that the obligation may continue throughout the term hereby created hereby covenants with the Lessor as follows :-

- (a) That it will pay the reserved rent on the days and in manner aforesaid 20
- (b) That it will pay and discharge all rates and taxes duties charges assessments and outgoings whatsoever which are now or may at any time hereafter be assessed charged or imposed upon or payable in respect of the Demised Premises or any building or other erection at any time standing thereon or on the owner or occupier in respect thereof
- (c) That it will comply with all orders or notices and/or execute all such works as may be imposed by any Ordinance already or hereafter to be enacted or by any Local or Public Authority upon or in respect of the Demised Premises and/or any building erected thereon whether such compliance be demanded of the owner or occupier thereof 30
- (d) That it will not without the consent in writing of the Sub-Intendant for such purpose first had and obtained use or permit to be used the Demised Premises or any part thereof for any purpose other than for the erection and/or maintenance thereon of an Installation for the storage in bulk of an installation for the storage in bulk of Petroleum Products. 40

- 10 (e) That it will under the inspection and to the satisfaction of the Lessor and in accordance with plans elevations and specifications to be submitted by the Lessee to the Lessor within six months of the execution hereof and on a site and in a position all of which are to be previously approved in writing by the Lessor and by any other person or body having a statutory or other right so to do build construct and install on the Demised Premises the said installation with out-office thereto as mentioned and referred to in and by the immediately preceeding sub-clause and all necessary and suitable fences roads ways drains and other works in connection therewith and will complete the same fit for occupation and use within two years from the date of such approval.
- 20 (f) That it will not assign sublease underlet or otherwise part with the possession and/or dispose of the whole or any part of the Demised Premises and/or any building or other structure at any time standing thereon or any right or privilege in relation thereto conferred by this present lease without the consent in writing of the Sub-Intendant on behalf of the Lessor for such purpose first had and obtained
- 30 (g) That it will not do or suffer to be done in or upon the Demised Premises or any building or other erection at any time standing thereon anything which shall or may be or may become a nuisance damage danger annoyance disturbance or inconvenience to the Lessor or to his tenants or to the occupier or any adjoining premises or to the neighbourhood
- (h) That it will in the conduct and control of the said installation at all times duly comply with and obtain the relevant licences required by, all ordinances, rules and/or regulations governing the same for the time being in force
- 40 (i) That all precautions against fire as shall be considered necessary by the Chief Fire Officer, and of which notice in writing shall have been given to the Lessee by him, will immediately on the receipt of such notice or notices be taken by the Lessee in such manner as may be prescribed in such notice or notices PROVIDED HOWEVER that the Lessee shall have a right of appeal to the Governor in Council against any such notice or notices or any

In the High Court

—
No. 18e

Exhibit "J" to the Affidavit of Albert Victor Knowles

continued

In the High
Court

No. 18e

Exhibit "J" to
the Affidavit of
Albert Victor
Knowles

continued

of the requirements thereof respectively; such right to be exercised within seven days of the service on the Lessee of such notice or notices and until a decision on the said appeal has been given by the Governor as aforesaid the Lessee shall be under no obligation to comply with such notice or notices or the particular requirement or requirements thereof against which appeal has been lodged, as the case may be.

- (j) That it will keep the Demised Premises and all buildings and erections at any time standing thereon in a clean and sanitary condition and will maintain the same in a good and substantial state or repair and will permit the Lessor and his duly authorised agent in that behalf at all reasonable times to enter into and upon the Demised Premises and/or building or other erection at any time standing thereon for the purpose of viewing and inspecting the state and condition thereof and will immediately at its own cost and expense rectify and make good any defects which may be found therein or otherwise pointed out to it by the Lessor or his said duly authorised agents. 10
20
- (k) That it will indemnify and keep harmless the Lessor and every officer of the Government of the Colony and each and every of them from all loss damages claims suits and demands whatsoever of all persons whomsoever which may be in anywise sustained or be made for or by reason or in consequence of the use of the Demised Premises for the purpose hereinbefore defined or any of the works matters or things by these presents authorised or in consequence of any act or omission of the Lessee in reference to this Lease or any other loss damage or liability in respect of or arising out of the user of the Demised Premises 30
- (l) That it will not at any time during the said term without the consent in writing of the Lessor first had and obtained erect or suffer to be erected any new or additional building or other structure on the Demised Premises or make any alteration or addition whatsoever in or to the same or to any building or other structure which may already have been erected thereon or make any alteration in any boundary and that in case at any time during the said term there shall be occasion to rebuild 40

the said buildings and/or structures or any part thereof or in the case of any permitted new building or other structure alteration or addition whether by reason of destruction by fire or through decay or from any cause whatsoever the same shall be rebuilt according to such plan and in such position as shall be previously approved in writing by the Sub-Intendant on behalf of the Lessor and by any other person or body having a statutory or other right so to do and not otherwise.

In the High Court

No. 18e

Exhibit "J" to the Affidavit of Albert Victor Knowles

continued

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(m) That it will not affix to erect or place or permit to be affixed to erected or placed upon the Demised Premises or any building or other erection at any time standing thereon or the walls rails and/or fences thereof any hoarding or signpost or contrivance of any kind for the purpose of exhibiting thereon any placard poster or other advertisements of any description (except those advertising the business operations of the Lessee and then in the case of an illuminated sign to be placed in such a position as not to be visible from the sea) without the consent in writing of the Sub-Intendant first had and obtained and the same shall be effected only in the manner and on the terms and conditions directed by the Sub-Intendant and not in any other way.

20

(n) At the expiration or sooner determination of the said term hereby granted to quietly yield up the Demised Premises and all additions and improvements made thereto in such condition as shall be in accordance with the Lessee's covenants herein contained: PROVIDED HOWEVER that the Lessee shall be at liberty within ninety days after the expirations or sooner determination of the said term hereby created to remove and take away for its own use and benefit all buildings and other structures comprised in the said installation, already or hereafter erected by it upon the Demised Premises, or any part thereof and will immediately upon such removal at its own cost and expense level off and restore the Demised Premises to their former state and condition making good to the Lessor any damage done thereto as a result of such removal: Provided that upon the expiration of the said ninety days all buildings and other structures still standing upon the Demised Premises shall become the property of the Crown and may not then or thereafter

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In the High
Court

No. 18e

Exhibit "J" to
the Affidavit of
Albert Victor
Knowles

be removed by the Lessee without the written consent of the Lessor the Lessor being at liberty, however, if he so desire to remove the said buildings and other structures from the Demised Premises and to recover from the Lessee the cost of so doing as a simple contract debt and time shall be in all respects of the essence of this clause.

continued

- (o) That it will provide and maintain on the Demised Premises proper and sufficient drains culverts and passages for carrying off any water which shall arise or be produced by the exercise of the rights and liberties hereby conferred and will carry out the works hereby authorised in such manner that the natural flow of the water on the Demised Premises shall not be interrupted to the end that the drainage of the Demised Premises be not prejudicially affected nor otherwise cause or permit (either by its own act or the act of its servants and/or agents) any foul water refuse oil or other liquid or solid or other matter of an offensive nature to be discharged or deposited into the area surroundings the Demised Premises
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- 20

3. The Lessor hereby covenants with the Lessee that the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on its part contained shall and may peaceably hold and enjoy the premises liberties and powers hereby demised and granted during the said terms without any interruption by the Lessor or any person rightfully claiming from or under him.

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4. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED as follows :-

- (a) That if the rent hereby reserved or any part thereof shall be in arrear and unpaid for thirty days after becoming payable (whether legally or formally demanded or not) or if the Lessee or its permitted assigns while the Demised Premises or any part thereof remain vested in it or them being a corporation shall go into liquidation whether voluntary (save for the purpose of amalgamation or re-construction) or compulsory or being an individual or individuals shall become bankrupt or make any assignment for the benefit of or enter into any agreement for composition with its or their
- 40

creditors or if any covenant on the Lessee's part herein contained shall not be performed or observed then and in any of the said cases it shall be lawful for the Lessor at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine but without prejudice to the right of action of the Lessor in respect of any antecedent breach or non-observance of the Lessee's covenants herein contained.

In the High Court

No. 18e

Exhibit "J" to the Affidavit of Albert Victor Knowles

continued

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- (b) That the Lessor reserves to himself if and whenever the necessity should arise (of which necessity the Lessor shall be the sole judge) the right without notice to re-enter occupy and make full use of so long as the necessity shall continue the Demised Premises and/or any building or other erection then standing thereon or any part thereof for public naval military and/or air force purposes paying to the Lessee however reasonable compensation for all damage (if any) eventually done to the Demised Premises and/or to any building or other erection then standing thereon as a result thereof and for all loss occasioned to the Lessee by such re-entry use and/or occupation.
- (c) That it shall at all times be lawful for the Lessor to resume any part of the Demised Premises which it may be deemed necessary to resume for making Railways Tramways Roads Canal Bridges Towing paths or for any other purpose whatsoever which may be considered necessary for the public benefit or which may be of public utility or convenience; so nevertheless that the land so to be resumed shall not exceed one twentieth part of the whole of the Demised Premises and that no such resumption shall be made of any land upon which any buildings may have been erected: Compensation shall be payable to the Lessee and shall be assessed in accordance with the provisions of the Resumption of Land Ordinance or any Ordinance amending or replacing the same.
- (d) That if any question difference or dispute shall arise between the parties hereto or any person persons or corporation claiming under them respectively concerning the rent hereby reserved or touching the construction of any clause herein

In the High
Court

No. 18e

Exhibit "J" to
the Affidavit of
Albert Victor
Knowles

continued

contained or the rights duties or liabilities of the parties hereunder or if the parties hereto shall fail to agree upon the quantum of any compensation payable hereunder or in any other way touching or arising out of these presents the same shall be referred to the decision of two arbitrators one to be appointed by each party to the difference or to an umpire to be appointed by such arbitrators before proceeding in the reference in accordance with the Arbitration Ordinance Ch. 7 No. 1 or any statutory enactment and/or amendment thereof for the time being in force.

10

- (e) That there shall be reserved to the Lessor all minerals (which term includes Gold Silver and other precious Metals Coal Oil and other Minerals) upon or under the Demised Premises and that it shall be lawful for the Lessor or any person acting by his authority from time to time and at all times to issue to any person or persons therein named and their assigns licence by themselves and their servants and workmen to enter into and upon the said premises for the purpose of prospecting and searching for any minerals specified in such licence and to search for the same by digging and excavating therein and to win and get the same by mining in the usual manner: And also that it shall be lawful for the Lessor and for any person so licensed as aforesaid at all times to enter into the said premises and search dig for and carry away any such minerals upon or under such lands and so to win and get the same without let or hindrance by the Lessee the Lessor or the person so licensed duly compensating the Lessee for all damage thereby occasioned the amount of such damage in default of agreement to be assessed under the Mining (Compensation) Ordinance or any Ordinance amending or replacing the same.

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30

- (f) That no gravel sand pebbles stone clay and/or other such material or substances shall be won or sold or removed from the Demised Premises by the Lessee its servants or agents nor shall it suffer the same to be won sold or removed by any other person or persons whomsoever without the written authority of the Sub-Intendant for such purpose first had and obtained and upon such terms and conditions and for such consideration pecuniary or otherwise as he shall deem fit.

40

- In the High
Court

No. 18e
- Exhibit "J" to
the Affidavit of
Albert Victor
Knowles
continued
- 10 (g) That if the Lessee shall desire to terminate the present demise at the expiration of the first seven years of the said term and shall give to the Lessor not less than six calendar months previous notice in writing of such its desire and shall up to the time of such determination pay the rent and perform and observe the covenants on its part hereinbefore contained then immediately upon the expiration of such seven years the present demise and everything herein contained shall cease and be void save in respect of anything which ought to be performed or observed upon the determination of the tenancy.
- 20 (h) That if the Lessee shall be desirous of taking a new lease of the Demised Premises for a further term of Twenty-five Years to commence from and after the expiration of the term hereby granted and shall at least six calendar months before the expiration of the said term signify such its desire by a notice in writing to be delivered to the Lessor and if at the expiration of the said term no rent due hereunder shall be in arrear nor shall there be existing any breach of any of the covenants herein contained and on the part of the Lessee to be observed and performed then and in such case the Lessor shall at the sole cost and expense of the Lessee grant to the Lessee a new lease of the Demised Premises for a further term of Twenty-five Years to commence from and after the
- 30 expiration of the term hereby granted at a rent to be determined by the Lessor such rent not to exceed the rent hereby reserved by more than Ten per cent thereof but subject to the same covenants and provisions as are herein contained except this present proviso for renewal.
- 40 (i) That all communications and notices intended for the Lessor shall be deemed to be properly and sufficiently served if delivered at or forwarded by registered post to the Office of the Sub-Intendant of Crown Lands, Port of Spain, and all notices intended for the Lessee shall be deemed to be properly and sufficiently served if left addressed to it on the Demised Premises or forwarded by post to or left at its registered office for the time being in the Island: A Notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.

In the High Court

No. 18e

Exhibit "J" to the Affidavit of Albert Victor Knowles

continued

IN WITNESS WHEREOF Gerald William Gordon, Sub-Intendant of Crown Lands, in the name of the Governor, has hereunto set his hand in the Sixth day of October in the Year of Our Lord One thousand nine hundred and fifty-two and JOHN BELL CHRISTIAN and GEORGE LOW REID the duly constituted Attorneys in this Colony of the within named SHELL LEASEHOLDS DISTRIBUTING COMPANY LIMITED have hereunto set their hands the day and year first herein written.

Signed and delivered by the within) 10
named Gerald William Gordon,)
Sub-Intendant of Crown Lands, as)
and for the act and deed of the) W. Jordan
Governor of the Colony of)
Trinidad and Tobago in the) And of me
presence of L. Brawaithe at No.)
28 Ariapita Avenue, P.O.S.) Conveyancer

Signed and delivered by the said)
JOHN BELL CHRISTIAN, as one) 20
of the Attorneys, in the name on)
the behalf and as and for the act)
and deed of the within-named) Shell Leaseholds
Shell-Leaseholds Distributing) Distributing Co.,
Company Limited under the) by one of its
Power of Attorney dated the) Attorneys
eighteenth day of July One)
thousand nine hundred and fifty)
two (referred as No. 7058 of 1952))
in the presence of) and of me:
R. Barnwell) 30
Clerk)
Witness: 25, Champs Fleurs)
St. Joseph, Trinidad) Barrister-at-Law

Signed and delivered by the said)
George Lowe Reid as one of the) SHELL-LEASEHOLDS
Attorneys in the name on the) DISTRIBUTING CO.
behalf and as and for the act and) LTD.,
deed of the within-named Shell-)
Leaseholds Distributing) by its Attorney
Company Limited under Power) 40
of Attorney dated the eighteenth)
day of July One thousand nine)
hundred and fifty two (referred)
as No. 7058 of 1952))
in the presence of)
Clerk)
Witness: 25 Champ Fleurs) and of me:
St. Joseph, Trinidad.)

In the High
Court

No. 18e

Exhibit "J" to
the Affidavit of
Albert Victor
Knowles

continued

No 25
 G.C.I. - 16
 2nd Mar 1964

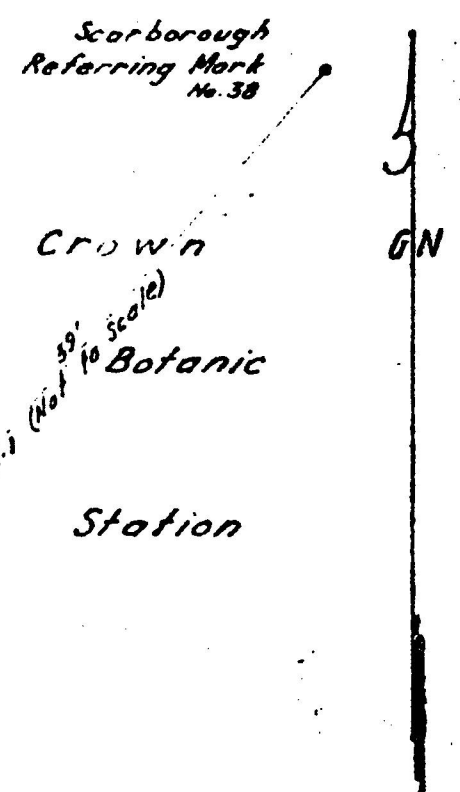
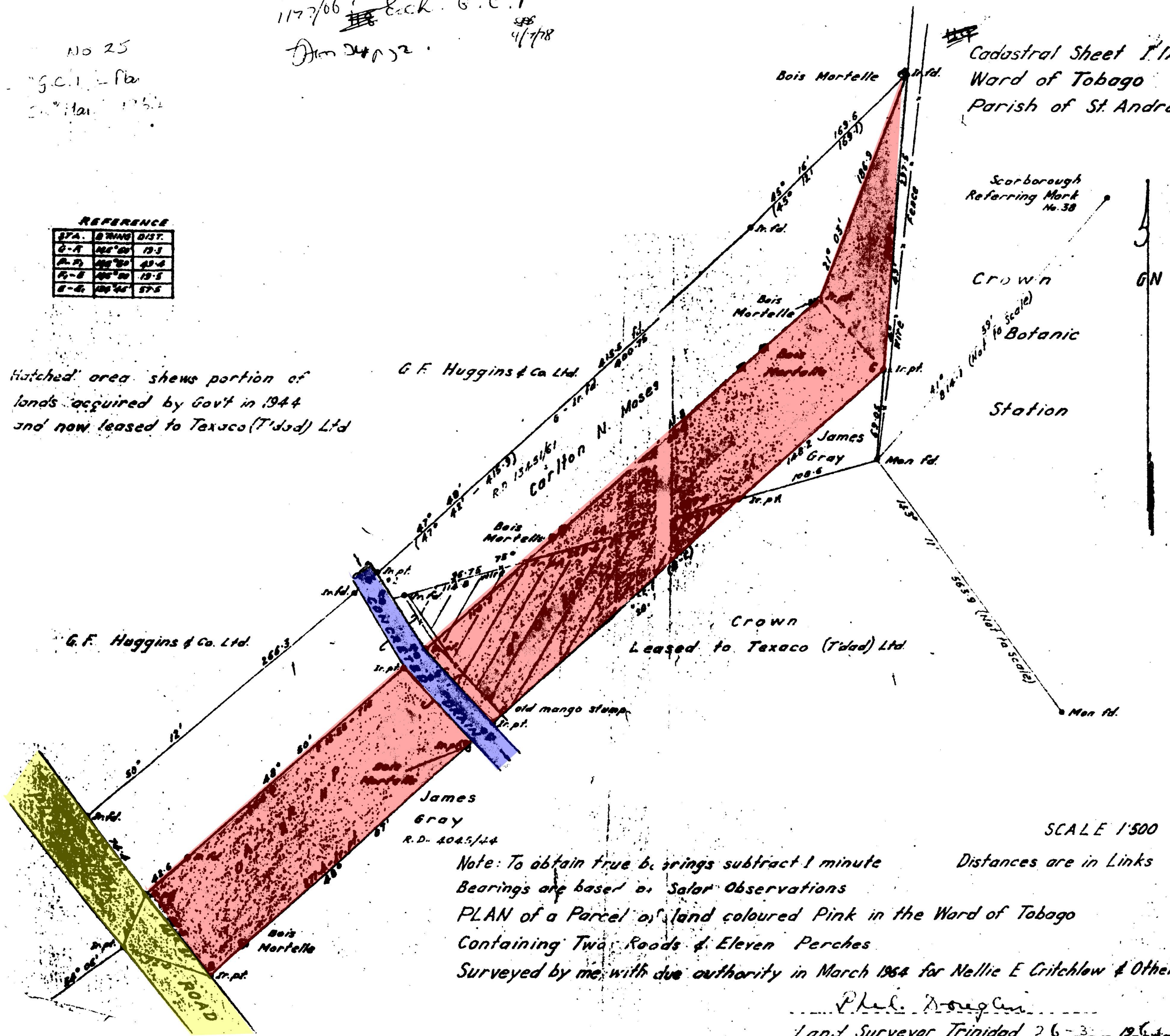
1177/06 ~~1177~~ E.C.K. S.C.1
 Dim 24 p 2
 4/7/78

Cadastral Sheet T.17K
 Ward of Tobago
 Parish of St. Andrew

REFERENCE

STA.	Bearing	DIST.
G-A	105° 00'	19.3
A-B	105° 00'	43.4
B-C	105° 00'	19.5
C-D	105° 00'	57.5

Hatched area shows portion of
 lands acquired by Govt in 1944
 and now leased to Texaco (T'ad) Ltd



G. F. Huggins & Co. Ltd.

G. F. Huggins & Co. Ltd.

Carlton N. Moses

James Gray

James Gray
 R.D. 404.5/44

Crown
 Leased to Texaco (T'ad) Ltd

SCALE 1:500

Distances are in Links

Note: To obtain true bearings subtract 1 minute
 Bearings are based on Solar Observations

PLAN of a Parcel of land coloured Pink in the Ward of Tobago
 Containing Two Roads & Eleven Perches

Surveyed by me with due authority in March 1964 for Nellie E Critchlow & Others

Phil. Douglas
 Land Surveyor Trinidad 26-3-1964

In the High
Court

No. 18f

Exhibit "K" to the Affidavit of Albert Victor Knowles

No. 18f

Exhibit "K" to
the Affidavit of
Albert Victor
Knowles

In the High
Court

No. 19

Order of Mr.
Justice
McMillan

28th April 1973

continued

- (a) For a declaration that the Second Defendant is liable to indemnify the First Defendant in respect of any sum which the First Defendant may be held liable to, or may reasonably pay, to the Plaintiffs in respect of the Plaintiffs' claim herein for mesne profits and for costs, and the First Defendant's own costs of defending the action against the Plaintiffs on the common fund basis. 10
- (b) In the event of judgment being entered for the Plaintiffs against the First Defendant for damages to be assessed by a Judge in Chambers for breach of the covenant for quiet enjoyment contained in a deed of lease dated the 22nd day of September 1952 and registered as No. 9950 of 1952 and made between His Excellency the Governor of Trinidad and Tobago of the one part and Shell Leaseholds Distributing Company Limited of the other part. 20
- (c) For the costs of these proceedings by the First Defendant against the Second Defendant, including the costs of the assessment and the costs of this application fit for Counsel.

G.A. Edoe

Deputy Registrar.

No. 20

Summons

In the High
Court

TRINIDAD AND TOBAGO

No. 20

IN THE HIGH COURT OF JUSTICE

No. 1177 of 1966

Summons

Between

4th April 1975

10

NELLIE EVELYN CRICHLOW (Widow), GEORGE
CARLTON CRICHLOW, DONAVAN RUSSELL
CRICHLOW, VERONICA AUGUSTA CRICHLOW,
GEORGINA ELIZABETH CRICHLOW, PHILMORE
HAMEL CRICHLOW and EILEEN ESTHER
FORRESTER (nee Crichlow) Plaintiffs

And

TEXACO (TRINIDAD) LIMITED and THE
ATTORNEY GENERAL OF TRINIDAD AND
TOBAGO (By Order of de la Bastide J.,
dated 5/6/67) Defendants

20

LET ALL PARTIES CONCERNED or Their Solicitors
attend the Honourable The Sitting Judge in Chambers at the
Court House, Port of Spain, on Mon the 21st day of
APRIL, 1975, at the hour of 9 o'clock in the forenoon, on
the hearing of an application on the part of the Plaintiffs
for an order that the amount of damages and/or mesne
profits for which final judgment is to be signed in this
action against the second-named defendant, the Attorney
General of Trinidad and Tobago, be ascertained by a
Judge in Chambers on a date to be fixed and that the
plaintiffs be at liberty to sign final judgment on the amount
so ascertained against the said second defendant without
executing a writ of inquiry for damages and be allowed to
add to the judgment their costs of suit including the costs
of this application to be taxed.

30

Dated this 4th day of April, 1975.

This Summons was issued by Messrs. Wong &
Sanguinette, of No. 28 St. Vincent Street, Port of Spain,
Solicitors for the Plaintiffs.

/s Wong & Sanguinette
Solicitors for the Plaintiffs.

40

To: The Registrar of the Supreme Court of Judicature

And: The Crown Solicitor, 7 St. Vincent Street, Port of
Spain. Solicitor for the Second-named Defendant.

N. B: In default of your attendance either in person or by
your solicitors at the time and place above mentioned
such order will be made and proceedings taken as to
the Judge may seem just and expedient.

In the High
Court

No. 21

Order of Mr. Justice McMillan

No. 21

Wong & Sanguinette

Order of Mr.
Justice
McMillan

TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

21st April 1975

No. 1177 of 1966

Between

NELLIE EVELYN CRICHLAW (Widow)
GEORGE CARLTON CRICHLAW,
DONAVAN RUSSELL CRICHLAW,
VERONICA AUGUSTA CRICHLAW,
GEORGINA ELIZABETH CRICHLAW,
PHILMORE HAMEL CRICHLAW and
EILEEN ESTHER FORRESTER (nee
Crichlow)

10

Plaintiffs

And

TEXACO (TRINIDAD) LIMITED and
THE ATTORNEY GENERAL OF TRINIDAD
AND TOBAGO (By Order of de la Bastide
J., dated 5/6/67)

Defendants

20

In Chambers:

BEFORE THE HONOURABLE MR. JUSTICE McMILLAN

On the 21st day of April, 1975

Entered the 30th day of April, 1975.

Upon reading the summons issued herein on the
4th day of April, 1975 and filed herein, and upon hearing
Counsel for the plaintiffs and second-named defendant

It is ordered that the amount of damages for which
final judgment is to be signed in this action against the
defendant The Attorney General of Trinidad and Tobago
be ascertained by a Judge in Chambers on Thursday the
26th day of June, 1975 at the hour of 9.00 o'clock in the
forenoon and that the plaintiff be at liberty to sign final
judgment on the amount so ascertained against the
defendant The Attorney General of Trinidad and Tobago
without executing a writ of inquiry for damages and be
allowed to add to the judgment its costs of suit now
including the costs of this application to be taxed.

30

Registrar.

No. 22

Notice

In the High
Court

TRINIDAD AND TOBAGO
IN THE HIGH COURT OF JUSTICE
No. 1177 of 1966

No. 22

Notice

12th June 1978

Between

NELLIE EVELYN CRICHLAW (Widow)
GEORGE CARLTON CRICHLAW
DONAVAN RUSSELL CRICHLAW
10 VERONICA AUGUSTA CRICHLAW
GEORGINA ELIZABETH CRICHLAW
PHILMORE HAMEL CRICHLAW and
EILEEN ESTHER FORRESTER (nee
Crichlow)

Plaintiffs

And

TEXACO (TRINIDAD) LIMITED and
THE ATTORNEY GENERAL OF TRINIDAD
AND TOBAGO (By Order of Mr. Justice
K. de la Bastide, dated 5/6/67)

Defendants

20 TAKE NOTICE that the Registrar of the High Court
of Justice has fixed Thursday the 22nd day of June, 1978,
at the hour of 9.00 o'clock in the forenoon before a Judge
in Chambers for the assessment of the damages obtained
by interlocutory judgment dated the 21st day of April 1975.

Kindly disregard the Notice served on you
yesterday. (8.6.78)

Dated this 12th day of June, 1978.

/s Wong & Sanguinette
Plaintiffs' Solicitors.

30 This Notice was issued by Messrs. Wong &
Sanguinette of No. 28 St. Vincent Street, Port of Spain,
Solicitors for the Plaintiff and their address for service
is the same.

NOTE: If you do not attend either in person or by your
Solicitors at the time and place above mentioned
such order shall be made and proceedings taken as
to the Registrar shall seem just and expedient.

To: The Registrar of the High Court of Justice.

- and -

40 To: The State Solicitor,
7 St. Vincent Street,
Port of Spain.
Second-named Defendants' Solicitor.

In the High
Court

No. 23

Judge's Notes of Evidence

No. 23

TRINIDAD AND TOBAGO

Judge's Notes
of Evidence

IN THE HIGH COURT OF JUSTICE

Undated

No. 1177 of 1966

BETWEEN

NELLIE EVELYN CRICHLOW (Widow)

GEORGE CARLTON CRICHLOW

DONAVAN RUSSELL CRICHLOW

VERONICA AUGUSTA CRICHLOW

GEORGINA ELIZABETH CRICHLOW

PHILMORE HAMEL CRICHLOW and

EILEEN ESTHER FORRESTER (nee

Crichlow)

PLAINTIFFS

10

AND

TEXACO (TRINIDAD) LIMITED

AND

THE ATTORNEY GENERAL OF

TRINIDAD AND TOBAGO

DEFENDANTS

Before the Honourable Mr. Justice

John A. Braithwaite

20

Ramsahoye S.C. and with him A.N.R. Robinson for the
plaintiffs.

Miss Tiwari for the Attorney General

NOTES OF EVIDENCE

GEORGE CRICHLOW sworn on the Bible states :-

I live at St. James. I am one of the plaintiffs in
this action to claim damages in accordance with the
order of Rees J. dated the 19th May, 1972 and interest
on any sum which may be awarded and costs. The
Plaintiffs in 1952 owned an area of land coloured pink
on this plan in lower Scarborough, Tobago (G.C.1.)
Immediately adjoining is land leased to Texaco. My
family (the plaintiffs) had a farm there extending through
the red area of the plan to the Botanical Gardens. A
fence was put up parallel to the bank of the river (about
3' from it) by Texaco. As a result we had now access
to the land. We had pigs, goats and cows, coconut trees,

30

mango tree, tamarind tree and guava trees. No notice was given. We saw surveyors and we asked them questions. The pens were broken down, fences were put up and we were threatened with arrest if we went on the land. A tank farm with tanks from 5,000 - 10,000 gallons was placed thereon. They were removed either in 1977 or 1976. We had on the remainder of land coconuts, tamarind and guava trees. We had to get rid of the animals. Farming was never resumed on that land. We reared animals and sold them. We made about \$50,000.00 to \$60,000.00 per year out of rearing and sale of animals. It has improved over the years since 1946. Profits would have increased between \$2000-3000. Prices would have increased as the years went by. My family came from Tobago, born and bred. Eighteen thousand, five hundred square feet would, in those days, have brought about \$1,000.00 per month. Rents for commercial properties increased about 12% per annum since then. Tanks were used for storing gasolene, diesolene and gasoline for distribution throughout Tobago. The public library is now on the land, bus terminal and the post office. Library is in the back portion from the blue portion back to the Botanical Gardens. The only money the plaintiffs received was for pipe-lines from T. & T.E.C. between the fence line and the river bank. The pens were valued about \$2,000.00.

In 1952 there was our brother at Howard studying medicine. We had to turn to other sources to get money for him.

To Court :-

I was put off in 1952. There is next to this land the post office, Bus Terminal, Library and part of the market. The tank farm was within the triangle.

To Miss Tiwari :-

I sell National Lottery tickets. I am living permanently in Trinidad since 1964 - 1965. I worked at Tobago Lime Growers as a clerk for 7 years. I worked at Bacolet for one year as a clerk. I then went into family business buying cocoa and copra. The business was on the Western side of the street - Wilson Street now Plymouth Road. The farm was on the Eastern side. I assisted in carrying on the farm. Brothers, sisters and uncles carry on the farm. I am the eldest. Second brother is an architectural draftsman. He studied in Tobago. He qualified about 10 years ago. Veronica,

In the High Court

No.23

Judge's Notes of Evidence

Undated

continued

10

20

30

40

In the High Court

—
No. 23

Judge's Notes of Evidence

Undated

continued

my sister is now at home. She worked in a book-store. She left in 1958 and returned in 1964. She is a dietitian. Philmore qualified in 1956. Left Tobago in 1948. They were sent abroad as a result of other works to finance their study. I am 58 years old and the youngest about 20 years. Darrell Spring River cuts the land in two. About 1945 I went into family business. Family owned land before 1946 as long as I can remember. Before that there were fruit trees on lands. Father died in 1954. I was not aware that in 1944 Government acquired land Twenty-six (26) perches fell within 2 acres - 22 roods. The portion acquired for anti-malaria was not my land. Surveyors said they were there at Government behest. I first made enquiries from Basil Pitt (Ward Officer) and he certified land was ours (plaintiffs). We wrote Warden. After I got letter from Warden informing that there was a mistake I wrote Texaco. (G.C.3 - Letter dated March, 1953).

10

I did not know the land had been acquired by Government and leased to Texaco. I have no access to the land. In 1958 I had access to lower piece of land. There were a few trees on the Western portion of the land and a kitchen garden.

20

I was notified of acquisition of the other parcels of land.

I do not know that Government in 1952 leased lands to Texaco. I wrote Texaco once or twice. I was aware land was leased to Texaco by Government. I cannot say if my area was 1/15 of the whole area leased to Texaco. We reared pigs, cows and goats.

30

We had 4 breeding cows, 4 breeding sows and 5 breeding goats. With the produce we could get \$5,000.00 net. The value of 1 breeding cow was - I cannot remember off-hand. I have records.

Adjourned - 5/7/78 - 1.00 p.m.

Resumed - 5/7/78 - Appearances as before :

Ramsahoye :-

Government Notice dated 26th August, 1971.

2061 (4) 36 perches

(8) 34 perches

70

40

Triangle 20 perches. Total 90 perches (Pink).
40 perches to a rood - 100 for plaintiff.
20 perches already acquired.

In the High
Court

No. 23

6th October, 1966 - Notice to plaintiffs.

Exhibits "A", "B" and "C"

Judge's Notes
of Evidence

GEORGE CRICHLLOW sworn on the Bible states :-

Undated

continued

10 All animals were East of the road. They were
fed by grass and figs on the land itself. The fence I
talked about is not there today. I do not know when the
fence was removed. I know Carlton Moses. His family
owned neighbouring lands. I never crossed his lands.
The same position exists with respect to James Gray.
I cannot doubt that. Gray got \$215.00 for his land. I
wrote to Texaco. This is a copy of the letter. (G.C.4)
I got a reply. (G.C.5) I went about once or twice a
day to look after the farm. When there was no rain
one could walk across the river. At any one time there
could be about 100 heads of animals including piglets in
pens which could hold sometimes 50 piglets. Pens
were 20' x 20'. Value then was about \$2,000.00. I
20 had to sell the animals more cheaply. I did not consider
putting animals on the other lands. We sold out the
animals and went into other business. The other land
did not have sufficient grass. Sometimes we sold 80
pigs per year. Cost of feeding would be between
\$1,000.00 to \$1,500.00. Calf from each cow per year
- 4 calves. The goats bred every five months. Each
cow went to market for \$100.00. There would be 20
kids per year. Sell 20 per year for \$5.00 and \$8.00.

To Ramsahoye :-

30 A piglet in 1978 - \$350.00 to \$400.00. In 1971
about \$300.00. Cow in 1952 - \$100.00. In 1978 -
\$1,00.00 to \$2,000.00. Business mainly was piglets.
Business was expanding - could have had more pens
down to Botanical Gardens.

Dr. F.O. Gonzales sworn on the Bible states :-

40 Veterinary Surgeon and Agriculturist. McGill
and Edinburgh Universities. I know the plaintiff George
Crichlow. I served in Tobago from 1938 to 1946. I
know the area of Crichlow's farm. From a competent
sow - 20 piglets per sow. Average farmer 2 litters
per year. In 6 to 8 weeks weaning 6 months can begin
selling.

In the High
Court

No. 23

Judge's Notes
of Evidence

Undated

continued

Cows - a calf per year. Average - 1 every 15 months. Goats - 120 days gestation period - 2 litters every 15 months. The prices of animals and stock-feed have gone up over the years. Profitability has been going up over the years. One can keep a sow on 6' x 5' - 30 sq. feet. Ideal would be to put in fattening pen - 8' of feeding space.

In 1952 - 3 cents per pound coconut meal.

In 1978 - 20 cents per pound coconut parcel.

Controlled \$1,30 per pound - live weight - 180 pounds after six months. Crown lands based on farmer keeping 10 sows. 10

To Tiwari :-

Each piglet consumes 500 pounds to market - 45,000 pounds of feed for cows, goats and boars \$1,350.00. In 1971 price - 55 to 60 lbs. (dressed). Pig farmers were a success. One acre of planted land - 5 animals. Quarter acre could not - grass would have to brought in. Goats are browsers - pen them and cut grass for them. They could have been sustained on $\frac{1}{4}$ acre of land. 20

Ramsahoye :-

Fundamental principles :

Salmond on Torts 752 - 753, Sub-section 206.
All loss resulting from dispossession.

Business of pig-rearing.

- (a) losing money every year.
- (b) increases in income over the years. (If they could have counted on improvement).
- (c) damages from 1958 to 1978. (N.B. 1971) (Cut grass). 30
- (d) more than \$5,000.00. Prices of animals - 2 homes since 1952.
- (e) Assessment for each year up to date of trial with interest at 6%.

Tiwari :-

- (1) Sections 3 to 5 of Land Acquisition Ordinance.
- (2) Section 82 of Summary Offences Ordinance.
Government Notice 1958 (prospects).
- (3) Acquisition Notice - 1971. 40
Industrial Land Petroleum industry.

Decision Reserved:

TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

No. 1177 of 1966

Judgment of Mr. Justice Braithwaite

1st December 1978

Between

NELLIE EVELYN CRICHLAW (Widow)
GEORGE CARLTON CRICHLAW
DONAVAN RUSSELL CRICHLAW
VERONICA AUGUSTA CRICHLAW
GEORGINA ELIZABETH CRICHLAW
PHILMORE HAMEL CRICHLAW and
EILEEN ESTHER FORRESTER (nee
Crichlow)

Plaintiffs

And

TEXACO (TRINIDAD) LIMITED

And

THE ATTORNEY GENERAL OF
TRINIDAD AND TOBAGO

Defendants

10

20

Before the Honourable Mr.
Justice John Braithwaite

Ramsahoye S.C. and with him A.N.R. Robinson for
Plaintiffs.

Miss Tiwari for the Attorney General.

JUDGMENT

This is a case with a relatively long, curious and
extraordinary history.

The plaintiffs by a writ dated the 16th of June, 1966
took out a summons against Texaco (Trinidad) Limited
claiming -

30

- (a) recovery of possession of a parcel of land
more particularly described in paragraph 1
of the endorsement of the writ;
- (b) mesne profits; and

In the High
Court

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

No. 24

After setting out the full root of title, the plaintiffs in
paragraph 8 of their statement of claim dated 11th
November, 1966 alleged as follows :-

Judgment of
Mr. Justice
Braithwaite

1st December
1978

continued

"8. During the year 1952 the defendant then
named Shell Leaseholds Distributing Company
Limited wrongfully took possession of the said
land and still keep possession thereof."

Paragraphs 1 and 2 of the defence delivered on the 14th
March, 1967 read thus :

10

"1. As to so much of the parcel of land claimed
by the plaintiffs herein as falls within the area
coloured in pink on the copy of the plan marked
"A" and hereto attached the defendant says that
it is in possession thereof by itself.

2. As to the remainder of the said parcel of
land the defendant denies that it ever took or still
keeps possession thereof as alleged in Statement
of Claim or at all."

20

In an affidavit sworn to by the Assistant Crown Solicitor
on the 27th of April, 1967 and filed on 22nd of May, 1967,
it is stated inter alia :

"3. By deed of lease dated the 22nd day of
September 1952 registered as No. 9950 of 1952,
the Crown leased to Shell Leaseholds Distributing
Company for a term of TWENTY FIVE YEARS
from the 1st day of February, 1952, certain land
of which the above parcel forms part upon the
conditions and stipulations therein contained.

30

4. The Crown is now in possession of the said
parcel of land (leased) by the defendant formerly
named Shell Leaseholds Distributing Company
Limited.

5. The Crown is the owner of the fee simple
reversion expectant on the determination of the
said lease.

6. By virtue of Order 12 Rule 22 I hereby crave
leave of this Honourable Court for an order that the
Attorney General be joined as a defendant for and
on behalf of the Crown."

40

The leave applied for was granted by order of de la Bastide J. by order dated the 31st day of October, 1967.

In the High Court

Of necessity the plaintiffs had to re-amend their Statement of Claim in respect of the new defendant, the Attorney General of Trinidad and Tobago. The plaintiffs applied for and were granted the requisite leave to re-amend their Statement of Claim and accordingly added the following three significant paragraphs :

No. 24

Judgment of Mr. Justice Braithwaite

1st December 1978

10

"7. In or about the year, 1952, the first defendant and the Government of Trinidad and Tobago (hereinafter referred to as (the Government) their servants and/or agents and/or the servants or agents of either of them wrongfully entered upon the said land and wrongfully took possession of the said land.

continued

20

8. Further, the Government, by correspondence passing between it and the first plaintiff (acting therein on behalf of the other plaintiffs) wrongfully claimed to be the owner of the said land and by deed numbered 9950 of 1952 purported to lease the said land to the first defendant.

9. The Government has no right, title or interest in the larger parcel of land or any part thereof and the said purported lease was ineffective to vest any interest in the said land in the first defendant who entered into possession of the said land in purported pursuance thereof."

The re-amended Statement of Claim also included the following claim against both defendants :

30

"The plaintiff claim

1. Possession of the said land.
2. Mesne profits from the year 1952 to the date of delivery of possession.
3.
4. "

The re-amended Statement of Claim was re-delivered on the 11th of November 1971 to both defendants. No defence was delivered by the second defendant and by notice of

In the High Court

No. 24

Judgment of Mr. Justice Braithwaite

1st December 1978

continued

motion dated the 10th of May, 1972, the plaintiffs applied for an order for judgment against the second defendant. The application was heard on the 19th of May, 1972, by Rees J. and the following order was made :

"UPON MOTION made unto the Court this 19th day of May, 1972, upon reading the affidavit of Lennox Arthur Wong, sworn the 9th day of May, 1972 and filed herein, the second defendant not having delivered any Defence herein :

IT IS BY CONSENT ORDERED

10

that the Plaintiffs do recover against the second defendant possession of ALL that certain piece or parcel of land situate at Wilson Road in the parish of St. Andrew in the Island Ward of Tobago comprising 20 perches and bounded on the North partly by lands of the Plaintiffs and partly by lands of Carlton N. Moses on the South partly by lands of the plaintiffs and partly by lands of the Crown leased to Texaco (Trinidad) Limited on the East by lands of the Crown leased to Texaco (Trinidad) Limited and on the West partly by lands of Carlton N. Moses being portion of a larger parcel of land comprising 2 Roods and 22 perches and bounded on the North formerly of Jane Parks but now of Carlton N. Moses on the South by lands formerly of Mary Ann Challenger, but now partly of James Gray and partly of the Crown leased to Texaco (Trinidad) Limited and partly by the Plymouth Road on the East by lands of the Crown leased to the Botanic Station partly by lands of James Gray and on the West by Plymouth Road and by lands of Carlton N. Moses and mesne profits from the year 1958 until delivery of possession to be assessed by a Judge in Chambers.

20

30

AND IT IS BY CONSENT FURTHER ORDERED

that the costs of the application of the Attorney-General being joined as a party to these proceedings including the costs of and incidental to this Motion be taxed and paid by the second Defendant to the Plaintiffs. Liberty to apply".

40

Finally McMillan J. on the 21st day of April, 1975, ordered the ascertainment of the damages for which final

judgment was to be signed against the second defendant, the Attorney General of Trinidad and Tobago.

In the High Court

I have set out the above at some length in order to show :

No. 24

Judgment of Mr. Justice Braithwaite

1st December 1978

continued

10 (a) that there was no doubt in the minds of the parties as to the identity and status of the parcel of land involved in this matter. I mention this because counsel for the defendant persisted in a line of cross-examination designed to show that the plaintiffs knew that the said parcel of land had been compulsorily acquired by the Government as far back as 1944.

20 (b) The scope of the assessment of the mesne profits that is to say from the year 1958 to the date of judgment, is not only in respect of the 20 perches described above and occupied by the first defendant, but also in respect of a further 2 roods and 22 perches from which the plaintiff was debarred by reason of that occupation.

30 As I see it, what happened was that (see deed 9950/52) the Government of Trinidad and Tobago leased to what has now become Texaco (Trinidad) Limited a parcel of land which it had no right in law to so lease. As a result the plaintiffs have been unable to utilise not only the 20 perches which figures so much in this judgment but also another parcel estimated by the plaintiffs at 18,500 sq. ft. which were rendered inaccessible by reason of the unlawful occupation of the 20 perches aforementioned. For reasons unknown and not mentioned to this Court, the parties to this matter had agreed that the assessment should be taken from the year 1958 as distinct from the year 1952 when the unlawful intrusion first took place.

40 One thing that the consent order has achieved is that the Court can take no notice of the evidence given by the plaintiff in respect of his pig farming project for in the year (1958) by a Government Notice of 1958 pig-farming was disallowed in the area reportedly owned by the plaintiffs.

It remained now for the Court to consider what other evidence it had before it in which to pass its assessment.

In the High Court

No. 24

Judgment of Mr. Justice Braithwaite

1st December 1978

continued

There was this piece of curiously enough completely unchallenged evidence.

"18,500 sq. ft. would have in these days brought about \$1,000.00 per month. Rents for commercial properties have increased about 12½% per annum since then

Why I used the words "curiously and unchallenged" is because the defendant led no evidence of any kind to refute the valuation that the plaintiffs had put on the parcel of land which he was prevented from making use of it.

10

Speaking for myself I would have thought that \$1,000.00 per month "in those days" for 18,500 sq. ft. of land is rather on the high side. But the fact is that there is no evidence to contradict the Plaintiffs' valuation.

In the absence of another guide-line, it seems to me that I have to abide by the valuation high as I find it to be, of the plaintiffs.

This means that I have to evaluate the plaintiffs' mesne profits in the overall sum of \$240,000.00 with interest at the rate of 6% per annum from January 1958 to the date of this judgment.

20

The defendant will have to pay the plaintiffs' costs counsel. Stay of execution 28 days.

Dated this 1st day of December, 1978.

/s John A. Braithwaite,

Judge.

E X H I B I T S

No. 25

Exhibit "G.C.1" - Plan

In the High
Court

No. 25

Exhibit "G.C.1

Plan

26th March 1964

No 25
 G.C.I. - Fla
 27th Mar 1964

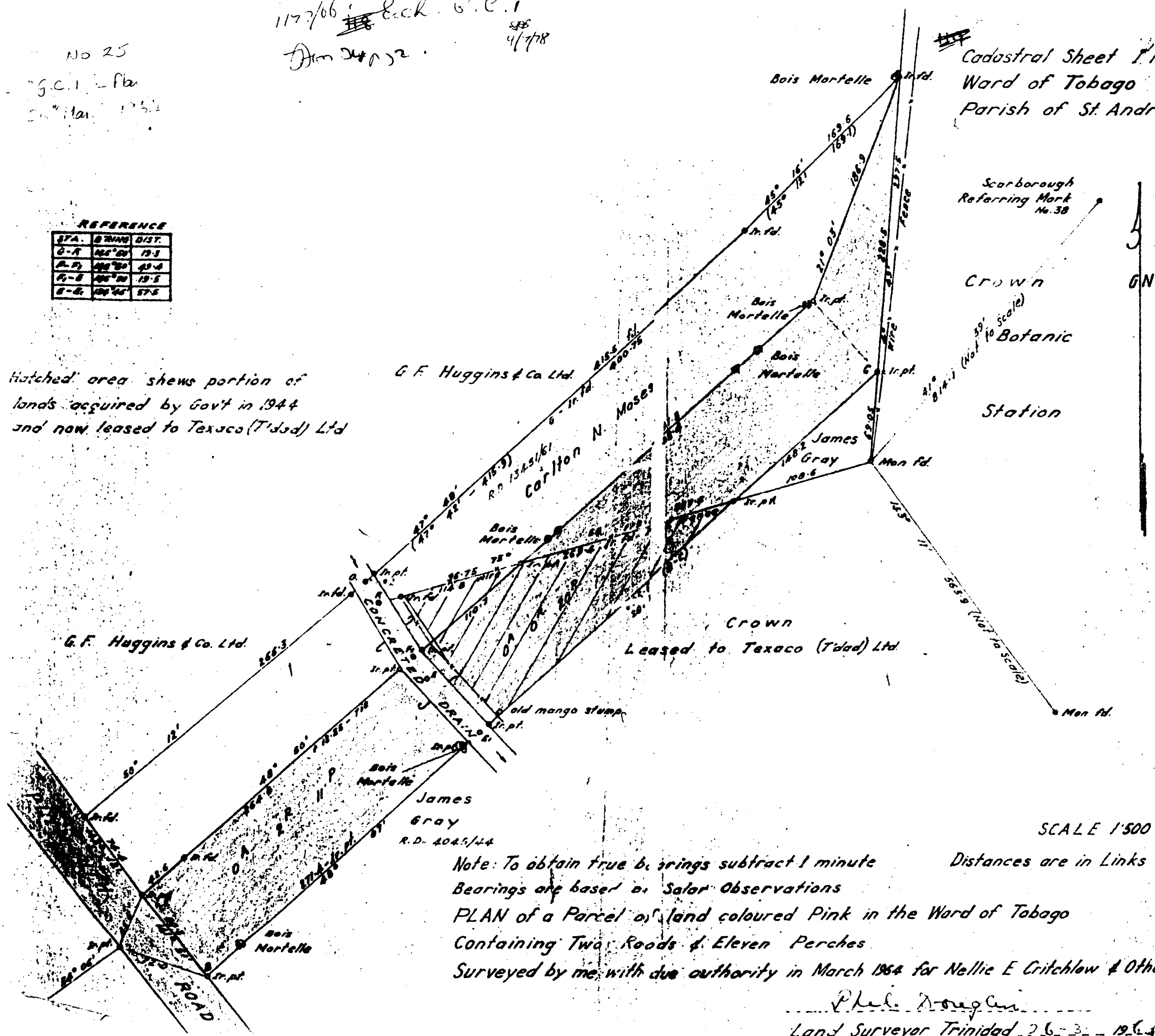
1177/06: ~~III~~ Each G.C.I.
 Dim 24 p 32
 4/7/8

~~III~~ Cadastral Sheet T17K
 Ward of Tobago
 Parish of St. Andrew

REFERENCE

STA.	Bearing	DIST.
G-A	102° 00'	19.3
A-B	102° 30'	49.4
B-C	102° 00'	19.5
C-D	102° 45'	57.5

Hatched area shows portion of
 lands acquired by Gov't in 1944
 and now leased to Texaco (T'dad) Ltd



Note: To obtain true bearings subtract 1 minute
 Bearings are based on Solar Observations
 PLAN of a Parcel of land coloured Pink in the Ward of Tobago
 Containing Two Roads & Eleven Perches
 Surveyed by me with due authority in March 1964 for Nellie E Critchlow & Others

Phil. Douglas
 Land Surveyor Trinidad 26-3-1964

SURVEY ORDER No. 14/52
M.P. 77175 L. & S. 213/49
R.P.O. Vol. Fol.

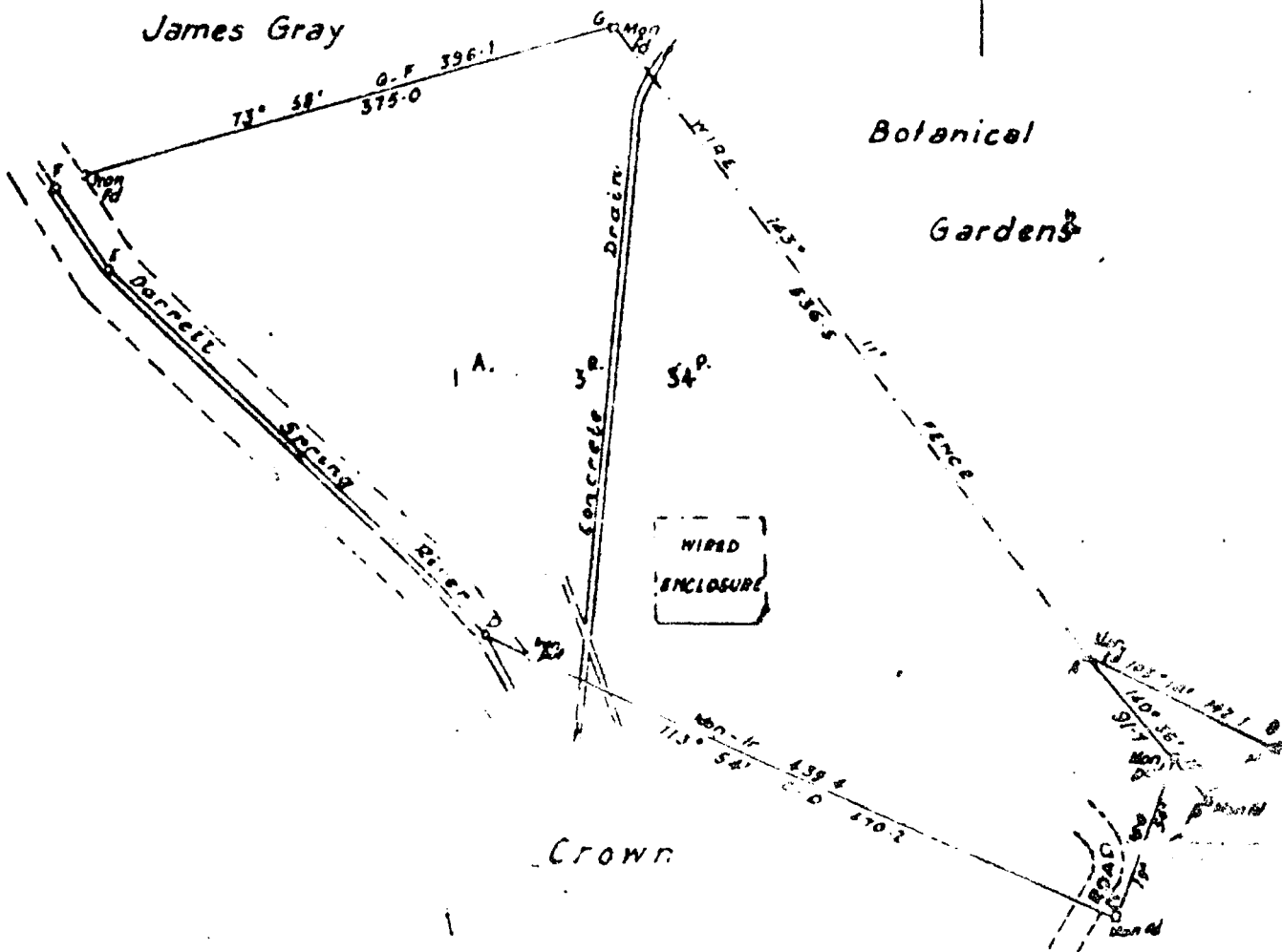
Plan 24 of 24

L.S. - 34
 Cadastral Sheet 1.17.
 Ward of **TOBAGO**
 Parish of **ST ANDREW**

This is the Plan or Diagram marked "A" mentioned and referred to in the prefixed Deed of Lease dated the 22nd day of *September* 1952.

[Signature]
 Conveyancer.

now or formerly
 James Gray



Approved *[Signature]*

[Signature] Director of Surveys
 30-4-52

SCALE = 1:1000

Bearings obtained by Solar Observation
 Note: To obtain complete bearings add 180°

Distances are in links

PLAN of a Parcel of Land coloured pink in the Ward of **TOBAGO**
 Containing **ONE Acre THREE Roods and THIRTY FOUR Perches**
 Surveyed by me, with due authority in February 1952 for a lease to Shell Leaseholds
 Distributing Co. Ltd.

Checked by *[Signature]* *[Signature]*

Entered on 1.17.
 See also K.T. 43
 19/52

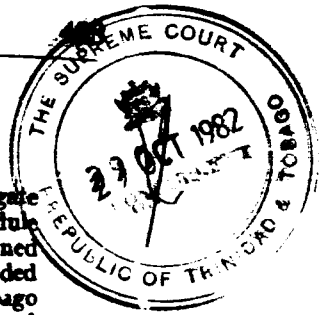
Land Surveyor, Trinidad 12th March 1952

(April 20, 1944.)

TRINIDAD ROYAL GAZETTE.

LAND ACQUISITION ORDINANCE, 1941.

(Notice required by Section 5).



THE acquisition, for public purposes, of the following parcels of land containing in the aggregate 2.471 acres more or less situate at Scarborough in the Ward of Tobago described in the Schedule hereto and more particularly shown and delineated and coloured brown on a plan of survey signed by the Director of Surveys dated 25th February, 1944, and filed in his office having been decided on by the Governor with the approval of the Legislative Council of the Colony of Trinidad and Tobago by resolution of the 18th April, 1944, it is hereby declared in pursuance of Section 5 of the Land Acquisition Ordinance, 1941, that the said lands have been acquired for the following public purposes: Anti-malarial work.

In the High Court

No. 26

Exhibit "G.C.2"
Land Acquisition Ordinance 1941

THE SCHEDULE.

Two areas of land situate North of Carrington Street at Scarborough in the Ward of Tobago and more particularly described as follows:—

- (a) An area comprising 0.061 acre of land being a portion of a lot now or formerly the property of the Salvation Army and bounded by a line commencing at a monument which bears 20°30' and is 61.7 links distant from another monument on the Northern boundary of Carrington Street situate about 70 links East of the centre of Producers Drain and proceeding from thence on a bearing of 20°30' for a distance of 174.8 links across Producers Drain to a monument; thence on a bearing of 111°00' for a distance of 68.3 links re-crossing Producers Drain to a monument; thence on a bearing of 219°08' for a distance of 107.3 links to a monument; thence on a bearing of 309°08' for a distance of 9.1 links to a monument; thence on a bearing of 219°08' for a distance of 79 links to the point of commencement.
- (b) An area comprising 2.410 acres of land situate between the South Western boundary of the Botanic Gardens and Darrell Spring River bounded by a line commencing at a monument at the intersection of the boundaries of land now or formerly the property of James Gray, land now or formerly the property of the Heirs of Felicity Bruce and of the Botanic Gardens and proceeding thence on a bearing of 143°15' for a distance of 538 links to a monument; thence on a bearing of 115°26' for a distance of 141.7 links to a monument; thence on a bearing of 219°08' for a distance of 88 links to a monument; thence on the same bearing for a distance of 102.2 links to a monument; thence on the same bearing for a distance of 106.1 links to a monument; thence on a bearing of 11°06' for a distance of 108.2 links crossing Producers Drain to a monument; thence on a bearing of 262°56' for a distance of 279.1 links to a monument; thence on a bearing of 216° for an approximate distance of 45 links to the left bank of Darrell Spring River; thence up-stream in a North-westerly direction along the left bank of Darrell Spring River for about 685 links to a point which bears 254°04' and is 10.6 links distant from a monument; thence on a bearing of 74°04' for a distance of 10.6 links to the said monument; thence on the same bearing for a distance of 375 links to the point of commencement the area to be acquired being apportioned amongst the various owners as follows:—

Land now or formerly the property of:

(i) James Gray	0.638 acre
(ii) The Heirs of Felicity Bruce	1.687 ..
(iii) Maud B. Charity and Anna E. Armstrong	0.056 ..
(iv) Tobago Producers Cooperative Association, Ltd.	0.029 ..
Total	2.410 acres

Dated this 14th day of April, 1944, at Government Buildings in the City of Port-of-Spain, in the Island of Trinidad.

By Command.

ERROL L. DOS SANTOS.

Acting Colonial Secretary.

(M.P. 62830)

RETURN of a Certificate issued to an Interpreter for the year 1944, pursuant to the Interpreters' Ordinance, Ch. 7, No. 8, Vol. 1.

Name.	Address.	Language.	Date of Issue of Certificate.
Yusuff Ibrahim	60, Prince Street, Port-of-Spain	Hindustani	5th April, 1944.

L. A. GOMEZ,
Deputy Registrar, Supreme Court.

A TRUE COPY OF THE ORIGINAL
WHICH I HEREBY CERTIFY.

[Signature]
Asst Registrar
72. A

No. 27
Exhibit "G.C.3" - Letter

In the High
Court

COPY

1177/66: Exh. 'G.C.3'

No. 27

P: 100/55

Exhibit "G.C.3"

Letter

12th March 1953

Tobago

12th March, 53.

Mr. George C. Crichlow,
8, Charlotte Street, (Upstairs),
Port of Spain,
10 TRINIDAD.

Dear Sir,

I have received your letter of the 24th February, 1953 regarding two parcels of land in Tobago assessed in the name of Henry Edward Crichlow, and have looked into the matter.

2. I confirmed that by notice published in the Royal Gazette on the 4th November, 1948 the following parcel of land situate at Carrington Street, in the town of Scarborough was acquired by Government for Anti-Malarial works :-

a parcel of land comprising 1249 superficial feet granted to Henry Edward Crichlow and registered under the Real Property Ordinance in Volume 543 Folio 269 and bounded on the North and West by Crown lands and by a reserve 5 feet wide along a drain, and on the South and East by Crown Lands and by a road reserved 30 links wide.

3. This property was assessed as No. C 208 in the Assessment Rolls for Tobago.

4. I also confirm that the above described acquisition was incorrectly noted against another property also assessed in the name of Henry Edward Crichlow as No. C 214 and comprising 2 roods and 22 perches.

5. The necessary corrections have now been made in the Assessment Rolls by which the property assessed as No. C 208 has been written off and the parcel of land comprising 2 roods and 22 perches has been re-assessed as No. C 214 commencing from the year 1953.

6. The error made in regretted.

I have the honour to be, Sir,
Your obedient servant,

s/
Warden, Tobago.

In the High
Court

No. 28

Exhibit "G.C.4" - Letter

No. 28

1177/66: Exh. 'G.C.4'

Exhibit "G.C.4"

Letter dated 14th March 1953 from Mr. George Crichlow
Leasehold Distributing Co. Ltd.

Letter

14th March 1953

8 Charlotte Street (Upstairs)
Port of Spain,
14th March 1953.

Messrs. Shell Leaseholds Distributing
Co. Ltd.,

10

Head Office,
Bretton Hall,
Victoria Ave.,
Port of Spain.

Dear Sirs,

Re: Parcel of land in the Parish of St. Andrew
(Scarborough, Tobago) under the name of Henry
Edward Crichlow, measuring 2 roods and 22
perches; Assessed as No. C 214 1953

I the undersigned representing all interested parties with
regard to the above mentioned property will draw your
attention to these facts:

20

1. Messrs. Shell Leaseholds Distributing Co. Ltd.,
in putting down their storage tanks in Scarborough,
Tobago encroached on the above mentioned property,
destroyed all valuable trees and whatever structure
that were on the portion of land taken up (more
than half is cut off). Prevented the freedom of
us - the owners - and in several instances
threatened with arrests for trespass.

30

On several occasions we tried to get a hearing but
were just turned down.

We have just clarified the position of this parcel of land
in question with the Warden of Tobago and we will be
soon forwarding you a claim for damages and the amount
of rent we are asking to start from the time we were
turned off the portion occupied.

Yours truly,

Original signed by Geo. Crichlow

Copied by CCB
Operations Dept.
S.L.D.C. - 17/3/53

40

No. 29

Exhibit "G.C.5" - Letter

1177/66: Exh. 'G.C.5'

Copy letter dated 17th March 1953 from Shell Leaseholds
Distributing Co. Ltd., to Mr. George Crichlow

In the High
Court

No. 29

Exhibit "G.C.5"

Letter

17th March 1953

Operations
4583

17th March, 1953

Mr. George Critchlow
8 Charlotte Street (upstairs)
PORT OF SPAIN.

10

Dear Sir,

RE: PARCEL OF LAND IN THE PARISH OF ST.
ANDREW (SCARBOROUGH) TOBAGO UNDER
THE NAME OF HENRY EDWARD CRITCHLOW,
MEASURING 2 ROODS AND 22 PERCHES
ASSESSED AS NO. C 214. 1953

We beg to acknowledge receipt of your letter dated
14th March, 1953 on the above subject.

20

We wish to assure you that before the erection of
our fenceline at our Bulk Petroleum Installation in Tobago,
the assurance of the Warden, Tobago and of the Sub-
Intendant of Crown Lands in Port of Spain was obtained
that the land legally belonged to Government and was
legally leased by Government to this Company.

30

If therefore you consider you have a claim in res-
pect of any encroachment or damage or prevention of
freedom in this matter, it should please be addressed to
the sub-Intendant of Crown Lands or to the Warden,
Tobago, from whom this Company has leased the land in
question.

To assist you in this matter, a copy of your letter
has already been sent to both Officers, from whom you
should expect a reply in due course.

Yours truly,

For and on behalf of

SHELL LEASEHOLDS DISTRIBUTING CO. LTD.

ORIGINAL SIGNED BY

H.S.G. BATTER

GENERAL MANAGER

40

DH/COB

cc: Crown Lands Red House -
Port of Spain.

cc: The Warden - Tobago.

cc: Accounts Dept.

2059

~~104~~
ACQUISITION OF LANDS
(Land Acquisition Ordinance, Ch. 27, No. 10, sec. 3)

In the
High Court

Notice is hereby given that it appears to the Governor-General that the land described in the Schedule hereto and situate at Sangre Grande in the Ward of Manzanilla in the County of St. Andrew is likely to be needed for a purpose which in the opinion of the Governor-General is a public purpose: River Diversion.

No. 30

Exhibit "A"
Gazette
Notice

20th August
1971

Dated this 24th day of August, 1971.

K. BOSWELL-INNISS
for Secretary to the Cabinet

THE SCHEDULE

A strip of land containing 31,800 square feet more or less, situate on the eastern side of the Eastern Main Road at its intersection with the Sangre Grande River, in the Ward of Manzanilla, in the County of St. Andrew, belonging now or formerly to Dr. Thomas Murray.

2060

(Land Acquisition Ordinance, Ch. 27, No. 10, sec. 5)

THE ACQUISITION, for public purposes, of the following parcel of land containing 4 acres 3 roods 04 perches, more or less, situate at Aranguoz Estate in the Ward of St. Ann's, in the County of St. George described in the Schedule hereto and coloured raw sienna on a plan of survey signed by the Director of Surveys and dated 12th August, 1970, executed under Survey Order No. 182/69 and filed in his office, having been decided on by the Governor-General with the approval of the Parliament of Trinidad and Tobago by resolution of the Senate on 6th August, 1971, and the House of Representatives on 23rd July, 1971, it is hereby declared in pursuance of section 5 of the Land Acquisition Ordinance, Ch. 27, No. 10, that the said land has been acquired for the following public purpose: Housing.

THE SCHEDULE

A parcel of land situate at Barataria in the Ward of St. Ann's in the County of St. George containing 4 acres 3 roods 04 perches more or less and belonging now or formerly to Aranguoz Estates Limited. This land is more particularly shown delineated and coloured raw sienna on a survey plan filed at Folio 166 of Book 969 in the Vault of the Lands and Surveys Department, Red House, Port-of-Spain.

Dated this 26th day of August, 1971.

K. BOSWELL-INNISS
for Secretary to the Cabinet

2061

THE ACQUISITION, for public purposes, of the following parcels of land containing 4 acres 3 roods 35 perches, more or less, situate at Wilson Road, in the Town of Scarborough, in the Ward of Tobago described in the Schedule hereto and coloured raw sienna on a plan of survey signed by the Director of Surveys and dated 20th October, 1969 executed under Survey Order Nos. 48/68 and 106/67 and filed in his office, having been decided on by the Governor-General with the approval of the Parliament of Trinidad and Tobago by resolution of the Senate on 6th August, 1971, and the House of Representatives on 23rd July, 1971, it is hereby declared in pursuance of section 5 of the Land Acquisition Ordinance, Ch. 27, No. 10, that the said land has been acquired for the following public purpose: Public amenities at Lower Scarborough.

THE SCHEDULE

Eleven (11) parcels of land containing together 4 acres 3 roods 35 perches, more or less, situate along the eastern side of Wilson Road, near its junction with Carrington Street, in the Town of Scarborough, in the Ward of Tobago, belonging now or formerly to Chevalier and others.

- (1) A parcel of land containing 0 acre 3 roods 2 perches belonging now or formerly to Chevalier
- (2) A parcel of land containing 1 acre 1 rood 31 perches belonging now or formerly to George F. Huggins and Company Limited.
- (3) A parcel of land containing 0 acre 1 rood 13 perches, belonging now or formerly to C. N. Moses.
- (4) A parcel of land containing 0 acre 0 rood 36 perches, belonging now or formerly to Critchlow.
- (5) A parcel of land containing 0 acre 0 rood 06 perches, belonging now or formerly to James Gray.
- (6) A parcel of land containing 0 acre 2 roods 04 perches, belonging now or formerly to George F. Huggins and Company Limited.
- (7) A parcel of land containing 0 acre 0 rood 30 perches, belonging now or formerly to Carlton N. Moses.
- (8) A parcel of land containing 0 acre 0 rood 34 perches, belonging now or formerly to Nellie Critchlow.
- (9) A parcel of land containing 0 acre 1 rood 35 perches, belonging now or formerly to James Gray.
- (10) A parcel of land containing 0 acre 2 roods 37 perches, belonging now or formerly to Browster Romeo.
- (11) A parcel of land containing 0 acre 0 rood 07 perches, belonging now or formerly to Ralph Samaroo.

These parcels of land are more particularly shown delineated and coloured raw sienna on a survey plan filed as F. J. 40 in the Vault of the Lands and Surveys Department, Red House, Port-of-Spain.

Dated this 26th day of August, 1971.

K. BOSWELL-INNISS
for Secretary to the Cabinet

No. 31

Exhibit "B" - Letter

In the High
Court

1177/66: Exh. 'B'

No. 31

TA 69/25/1

Ministry for Tobago Affairs,
Scarborough,
Tobago.

Exhibit "B"
Letter

6th October, 1966.

6th October
1966

Sir/Madam,

10

I have the honour to advise you that in this week's Publication of the Trinidad and Tobago Gazette Extraordinary, a notice under Section 3 of the Land Acquisition Ordinance, Chapter 27 No. 10 has been published in respect of the lands described in the Schedule hereunder, of which you are the registered owner. These lands are likely to be needed for public purposes, to wit: Town Re-development.

Description of Area

20

A parcel of land comprising two roods, twenty-two perches, more or less, bounded as follows :-

North:	Land of N. Moses
South:	Land of James Gray
East:	Botanic Gardens
West:	Wilston Road

30

2. Accordingly, under the provisions of Section 4 of the said Ordinance, as agent to the Sub-Intendant of Crown Lands, the Permanent Secretary, Ministry for Tobago Affairs and his representatives propose to proceed immediately with necessary works on the lands described above for the re-development of Scarborough, Tobago, without waiting for the formal vesting of the land in the Crown.

3. I will appreciate very much your kind co-operation in the circumstances.

I have the honour to be,
Sir/Madam,
Your obedient servant,

Permanent Secretary,
Ministry for Tobago Affairs.

40

c. c. TO. (Works)
S.A.O. (Agric.)

Mrs. N. Crichlow,
Scarborough,
Tobago.



In the High Court

No. 32

Exhibit "C"

Gazette Notice

3rd October 1966

TRINIDAD AND TOBAGO GAZETTE

(EXTRAORDINARY)

Vol. 5

Port-of-Spain, Trinidad, Monday, 3rd October, 1966—Price 18c.

No. 81

1534

ACQUISITION OF LAND

(Land Acquisition Ordinance, Ch. 27, No. 10, section 3)

Notice is hereby given that it appears to the Governor-General that the lands described in the Schedule hereto and situate at Scarborough in the Parish of St. Andrew, in the Ward of Tobago, is likely to be needed for a purpose which in the opinion of the Governor-General is a public purpose: Town Redevelopment.

THE SCHEDULE

Two (2) parcels of land containing in the aggregate approximately 8.745 acres, in the Town of Scarborough in the Parish of St. Andrew in the Ward of Tobago and situate as follows:—

(1) The lands comprising 5.082 acres more or less, owned now or formerly in parts by Chevalier, George Huggins, V. Moses, Critchlow, James Gray and Brewster Romeo and bounded as follows:

On the North—by other lands belonging now or formerly to Chevalier.

On the South—Partly by other lands belonging now or formerly to Brewster Romeo and used as a Petrol Filling Station-Tyre Repair Shop and partly by Rex Cinema.

On the East—Partly by the Darrel Spring River, partly by lands leased by Texaco (Trinidad) Limited and partly by the Botanic Gardens.

On the West—Partly by Wilson Road, partly by lands of the Trinidad and Tobago Electricity Commission, partly by lands owned now or formerly by Sidney Jones, Bartholomew Andrews and Lashley, and partly by other lands owned now or formerly by Brewster Romeo.

(2) The lands comprising 3.663 acres more or less owned now or formerly in parts by Armstrong, Abraham Morales, Scobie and Taitt and bounded as follows:

On the North—The Botanic Gardens.

On the South—Partly by a line running parallel to and about 250 feet North of Carrington Street commencing from the eastern boundary of lands of Morales and terminating at the western side of Bay Street, partly by Bay Street, partly by a Drain and partly by Cook's River.

On the East—By lands owned now or formerly by Phillips.

On the West—Partly by lands owned now or formerly by the Tobago Producers Co-operative Association and partly by lands leased to Texaco (Trinidad) Limited.

A plan showing the above-mentioned lands can be seen either at the Ministry for Tobago Affairs, Scarborough, Tobago, or at the Land Acquisition Branch (Lands and Surveys Division), 107, Queen Street, Port-of-Spain, Trinidad.

Dated this 3rd day of October, 1966.

G. L. BOWEN
Secretary to the Cabinet

(M.P. D1/1/77).

No. 33

Notice of Appeal

In the Court
of Appeal

No. 33

TRINIDAD AND TOBAGO

IN THE COURT OF APPEAL

NOTICE OF APPEAL

Notice of
Appeal

12th January
1979

Civil Appeal No. 8 of 1979

BETWEEN

THE ATTORNEY GENERAL OF
TRINIDAD AND TOBAGO Defendant/Appellant

10

AND

NELLIE EVELYN CRICHLAW (Widow)
GEORGE CARLTON CRICHLAW
DONAVAN RUSSELL CRICHLAW
VERONICA AUGUSTA CRICHLAW
GEORGINA ELIZABETH CRICHLAW
PHILMORE HAMEL CRICHLAW and
EILEEN ESTHER FORRESTER (nee
CRICHLAW) Plaintiffs/Respondents

20

TAKE NOTICE that the Defendant-Appellant being dissatisfied with the decision more particularly stated in paragraph 2 hereof of the High Court of Justice contained in the Order of Mr. Justice J. Braithwaite dated the 1st day of December, 1978 doth hereby appeal to the Court of Appeal upon the grounds set out in paragraph 3 and will at the hearing of the appeal seek the relief set out in paragraph 4.

30

1. And the appellant further states that the names and addresses including his own of the persons directly affected by the appeal are those set out in paragraph 5.

2. The whole of the decision of the Honourable Mr. Justice Braithwaite aforesaid.

3. GROUNDS OF APPEAL

The learned judge erred in law and/or principles of assessment :-

(a) In proceeding with the assessment of the mesne profits without regard to the provisions of Order

In the Court
of Appeal

No. 33

Notice of
Appeal

12th January
1979

continued

37 Rule 3 of the Rules of the Supreme Court, 1975.

- (b) By assessing mesne profits not only in respect of the twenty perches the subject of the consent order herein but also in respect of a parcel of land of an approximate area of eighteen thousand five hundred square feet.
- (c) In ascribing to the twenty perches the subject matter of the consent order herein a monthly rental of one thousand dollars which the plaintiffs-respondents alleged represented the rental value of fifty six perches east of the Darrel Spring River. 10
- (d) In placing an inordinately high rental value on the said fifty six perches east of the said River over a twenty year period from 1958 to 1978.
- (e) In determining the rental value of the said fifty six perches of land, the learned judge failed to take into account or pay due regard to the rental charged by the Government of Trinidad and Tobago to Trinidad Leasehold Distributing Company Limited over the said period for the lease of lands which included the parcel the subject matter of the consent order herein. 20
- (f) In failing to take into account the fact that thirty six perches of the fifty six perches east of the said River were compulsorily acquired by Government on the 16th day of September, 1971 pursuant to section 5 of the Land Acquisition Ordinance Chapter 27 No. 10.

4. That the decision of the Judge be set aside and the mesne profits be assessed de novo. 30

5. The persons directly affected by the appeal are :-

NELLIE EVELYN CRICHLOW
GEORGE CARLTON CRICHLOW
DONAVAN RUSSELL CRICHLOW THE ATTORNEY
VERONICA AUGUSTA CRICHLOW GENERAL OF
GEORGINA ELIZABETH CRICHLOW TRINIDAD AND
PHILMORE HAMEL CRICHLOW TOBAGO
EILEEN ESTHER FORRESTER RED HOUSE
(nee CRICHLOW) PORT OF SPAIN.

DATED this 12th day of January, 1979 40

/s Ronald Paris
for Chief State Solicitor.
Solicitor for the Defendant/Appellant.

TO: The Registrar of the Court of Appeal

In the Court
of Appeal

AND TO: Messrs. Wong & Sanguinette
Solicitors/Conveyancers
28 St. Vincent Street
Port of Spain.

No. 33

Notice of
Appeal

Solicitors for the Plaintiffs/Respondents

12th January
1979

continued

No. 34

No. 34

Notice of Intention to Seek Variation of
Decision and Order of High Court

Notice of
Intention to
Seek Variation
of Decision
and Order of
High Court

10 TRINIDAD AND TOBAGO

IN THE COURT OF APPEAL

NOTICE OF APPEAL

Civil Appeal No. 8 of 1979

19th January
1979

Between

THE ATTORNEY GENERAL OF
TRINIDAD AND TOBAGO Defendant/Appellant

And

20 NELLIE EVELYN CRICHLOW (Widow)
GEORGE CARLTON CRICHLOW
DONAVAN RUSSEL CRICHLOW
VERONICA AUGUSTA CRICHLOW
GEORGINA ELIZABETH CRICHLOW
PHILMORE HAMEL CRICHLOW and
EILEEN ESTHER FORRESTER (nee
Crichlow) Plaintiffs/Respondent

NOTICE OF INTENTION TO SEEK VARIATION
OF DECISION AND ORDER OF HIGH COURT

30 TAKE NOTICE that the Respondents herein pur-
suant to order 59 Rule 9 of the Rules of the Supreme
Court will upon the hearing of this appeal contend that
the award of mesne profits herein made by the High
Court (Braithwaite J.) is inordinately low and should be
increased with effect from 1952 in accordance with the
evidence accepted at the hearing of the assessment;

AND FURTHER TAKE NOTICE that the Respondents

In the Court of Appeal

will rely upon the following matters in supporting their claim that the award be increased :-

No. 34

Notice of Intention to Seek Variation of Decision and Order of High Court

19th January 1979

continued

(a) the trial judge accepted the evidence for the plaintiff that in 1952 the land of which the plaintiff were deprived for the purpose of permitting the erection by Texaco (Trinidad) Ltd. of Petroleum installations had a rental value of \$1,000.00 per month increasing by 12% each year;

(b) the award of mesne profits which in terms of the Sealed consent order were to be assessed from 1958 ought to have taken into account the 1952 rental value of the land for Petroleum installations and annual increases at 12%. 10

(c) the sum of \$240,000.00 awarded was insufficient for the period 1958 to 1971 even on the assumption (which is denied) that no mesne profits were to be assessed after 1971. Further the express terms of the consent order made on 19th May 1972 which denied the plaintiffs mesne profits could not be frustrated by the acquisition of the land by the State previous to the making of the consent order and the plaintiffs were entitled to have mesne profits assessed in terms of the consent order made on the 19th May 1972 to the date of the assessment by Braithwaite J.; 20

up to the time of assessment of mesne profits by Braithwaite J. the plaintiffs had been paid nothing by the State in respect of the land of which they were deprived since 1952;

the Respondents on the evidence which was accepted were entitled to mesne profits calculated as follows taking into account an increase of 12% per annum on the rental value of \$1,200.00 for 1952. 30

(1958)	\$20,640.00
(1959)	22,080.00
(1960)	23,520.00
(1961)	24,960.00
(1962)	26,400.00
(1963)	27,840.00
(1964)	29,280.00
(1965)	30,740.00
(1966)	32,180.00
(1967)	33,720.00

40

	(1968)	\$35,160.00		In the Court of
	(1969)	36,600.00		Appeal
	(1970)	39,040.00		
	(1971)	<u>39,480.00</u>	\$420,640.00 c/f	No. 34
	(1972)	40,920.00		Notice of
	(1973)	42,360.00		Intention to
	(1974)	43,800.00		Seek Variation
	(1975)	45,240.00		of Decision
10	(1976)	46,680.00		and Order of
	(1977)	48,120.00		High Court
	(1978)	<u>19,560.00</u>	316,680.00	19th January
			<u>\$737,320.00</u>	1979

continued

(f) The consent order sealed in the High Court contained a manifest error in that the consent noted by the Judge (Rees J.) was to the effect that the mesne profits were to be assessed in accordance with the prayer in the amended Statement of Claim and the Court of Appeal ought in fairness to the Respondents and for that reason determine the mesne profits from the year 1952. The Respondents will rely upon the notes of the Judge (Rees J.). When the consent order was made in the High Court on the 19th May 1972 in support of the claim that consent was given for mesne profits to be assessed from the year 1952. The mesne profits from 1952 to 1957 on the basis of the evidence accepted at the trial ought to have been calculated as follows :-

	1952	\$12,000.00
	1953	13,440.00
30	1954	14,880.00
	1955	16,320.00
	1956	17,760.00
	1957	<u>19,200.00</u>
	Total	<u>\$93,600.00</u>

Dated the 19th day of January 1979.

/s Wong & Sanguinette
Solicitors for Respondents.

To: The Registrar, Court of Appeal

- and -

40 To: The State Solicitor.

In the Court
of Appeal

No. 35

Judgment of Cross J.A.

No. 35

TRINIDAD AND TOBAGO:

Judgment of
Cross J.A.

IN THE COURT OF APPEAL

21st May 1981

Civil Appeal
No. 3 of 1979

Between

THE ATTORNEY GENERAL OF
TRINIDAD AND TOBAGO

Defendant/
Appellant

And

NELLIE EVELYN CRICHLOW (Widow)
GEORGE CARLTON CRICHLOW
DONOVAN RUSSEL CRICHLOW
VERONICA AUGUSTA CRICHLOW
GEORGINA ELIZABETH CRICHLOW
PHILMORE HAMEL CRICHLOW
EILEEN ESTHER FORRESTER

10

Plaintiffs/
Respondents

Coram: M.A. Corbin, J.A.
C.A. Kelsick, J.A.
P.L.U. Cross, J.A.

May 21, 1981.

20

Amrika Tiwari & M. Yearwood - for the Appellants.
F. Ramsahoye, S.C. and A.N.R.
Robinson - for the Respondents.

J U D G M E N T

Delivered by Cross, J.A.:

This is an appeal by the Attorney General of
Trinidad and Tobago ("the appellant") against an assess-
ment of mesne profits in respect of 20 perches of land by
a Judge in Chambers following a consent judgment in
default of defence obtained by members of the Crichlow
family ("the respondents") against the appellant. The
respondents have complained by way of cross-appeal
that the assessment was inordinately low and should be
increased from the \$240,000.00 awarded to \$830,920.00.

30

On the 16th June 1966 the respondents commenced

an action in the High Court against Texaco (Trinidad) Limited ("Texaco") claiming :

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21st May 1981

continued

10 "1. Recovery of possession of all that certain
piece or parcel of land situate at Wilson Road,
in the Parish of St. Andrew in the Island Ward of
Tobago comprising 20 perches and bounded on
the North partly by lands of the Plaintiffs and
partly by lands of Carlton N. Moses on the South
partly by lands of the Plaintiffs and partly by
lands of the Crown leased to Texaco (Trinidad)
Ltd. and on the East by lands of the Crown leased
to Texaco (Trinidad) Ltd. and on the West partly
by lands of the Plaintiffs and partly by lands of
Carlton N. Moses being portion of a larger parcel
of land comprising 2 roods and 22 perches and
bounded on the North by lands formerly of Jane
Parks but now of Carlton N. Moses on the South
by lands formerly of Mary Ann Challenger but
now partly of James Gray and partly of the Crown
20 leased to Texaco (Trinidad) Ltd. and partly by the
Plymouth Road on the East by lands of the Crown
leased to the Botanic Station partly by lands of
the Crown leased to Texaco (Trinidad) Ltd. and
partly by lands of James Gray and on the West
by Plymouth Road and by lands of Carlton N. Moses.

2. Mesne profits."

30 By order dated 5th June 1967 entered on 31st
October 1967 the appellant was joined as a defendant in
the action. As a consequence the respondents applied
for and were granted leave to deliver a re-amended
statement of claim which was delivered to the appellant
on 11th November 1971. In this re-amended statement
of claim the respondents repeated their claim to be
owners for an estate in fee simple and to be entitled to
the possession of the piece of land comprising 20 perches
described as being portion of a larger parcel of land
comprising 2 roods and 22 perches.

40 According to the statement of claim and the
evidence adduced at the assessment the claim is also for
mesne profits of 20 perches of the respondents' land
which the Government by deed dated 2nd September, 1952
demised to the predecessors in title of Texaco as part of
an area of 1 acre 3 roods 34 perches for the erection
and/or maintenance thereon of an installation for the
storage in bulk of petroleum products. The term of the

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21st May 1981
continued

lease was 25 years commencing 1st February 1952 at an annual rental of \$235.50 and the lessee was granted an option to renew the lease for 25 years at an annual rental not to exceed \$290.05.

No defence was delivered by the appellant and by notice of motion dated 10th May 1972 the respondents applied for an order for judgment against the appellant. The motion was heard by Rees J. (as he then was) and a consent order was made on 19th May 1972 the relevant part of which reads :

10

"IT IS BY CONSENT ORDERED that the plaintiffs do recover against the second defendant possession of all that certain piece or parcel of land situate at Wilson Road in the parish of St. Andrew in the Island Ward of Tobago comprising 20 perches . . . "

The order goes on to give the boundaries as set out in the endorsement on the writ of summons and in the re-amended statement of claim and describes the land which is the subject matter of the action as being portion of a larger parcel of land. There can be no doubt of the extent of the land claimed by the respondents since the re-amended statement of claim specifically refers to it as "the said land" and the larger portion of which it forms part as "the larger parcel of land". The re-amended statement of claim expresses the respondents' claim to be, inter alia :

20

"(1) Possession of the said land.

(2) Mesne profits from the year 1952 to date of delivery of possession."

30

The consent order went on to agree "mesne profits from the year 1958 until delivery of possession to be assessed by a judge in Chambers."

On 21st April, 1975, McMillan J. ordered the amount of damages for which final judgment was to be signed against the appellant be ascertained by a judge in Chambers and the assessment came before Braithwaite, J. It is his assessment which is the subject of this appeal and cross-appeal.

The first ground advanced by the appellant is that the judge erred in proceeding with the assessment of the mesne profits without regard to Order 37 Rule 3 of the

40

10 Rules of the Supreme Court, 1975, which provides that where a judgment in default of defence is entered for damages to be assessed and the action proceeds against other defendants the damages under the judgment shall be assessed at the trial "unless the Court otherwise orders." Order 1 Rule 4(2) defines the Court as meaning the High Court or any one or more judges thereof whether sitting in Court or in Chambers. The orders of Rees J. and McMillan J. clearly meet the requirements of the latter part of Order 37 Rule 3 and this ground of appeal therefore fails.

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continued

The appellant's second ground of appeal is of far more substance. The complaint here is that the judge erred in assessing mesne profits not only in respect of the 20 perches the subject matter of the consent order but also in respect of a parcel of land of approximately 18,500 square feet. In fact, the complaint should be that the judge assessed mesne profits in respect of 18,500 square feet instead of in respect of 20 perches.

20 The consent order is undoubtedly with respect to 20 perches of land. It is equally clear that mesne profits were to be assessed from the year 1958 to the date of delivery of possession. No appeal has been lodged against the consent order. It was only on the 19th January, 1979, when the cross-appeal was filed by the respondents that it was alleged for the first time that the order made by Rees J. contained a manifest error. By the said Notice of Appeal the respondents stated that they would rely on the Judge's notes. The notes were
30 not produced and this ground was not pursued at the hearing before us. Order 20 Rule 11 of the Rules of the Supreme Court, 1975, makes provision for the correction of judgments or orders. In Hatton v. Harris (1892) A.C. 547 at p. 560 Lord Watson in a reference to the applica-
tion of the corresponding English rule said :

40 "Where an error of that kind has been committed it is always within the competence of the Court, if nothing has intervened which would render it inexpedient or inequitable to do so, to correct the record in order to bring it into harmony with the order which the judge obviously meant to pronounce. The correction ought to be made on motion and is not a matter either for appeal or re-hearing."

It does appear, however, that where the order is made in Chambers the application may be made by summons. In

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Judgment of
Cross J.A.

21st May 1981

continued

any case notice must be given to the other side. No such application was made or notice given and we can find no justification for going behind the order of Rees J.

I turn now to a consideration of the assessment proceedings before Braithwaite J.

In his judgment the learned judge remarked quite correctly that "there was no doubt in the minds of the parties as to the identity and status of the parcel of land involved in this matter." Inexplicably, he then proceeded to say that :

10

"The scope of the assessment of the mesne profits, that is to say from the year 1958 to the date of judgment (emphasis added) is not only in respect of the 20 perches described above and occupied by the first defendant but also in respect of a further (emphasis added) 2 roods and 22 perches from which the plaintiff was debarred by reason of that occupation."

The order of course refers to "delivery of possession", not the date of judgment. The figure of 2 roods 22 perches comes from the order but it is therein stated to be the larger parcel of land of which the disputed 20 perches form a part. Nowhere in the evidence given at the assessment is the figure of 2 roods 22 perches mentioned, far less "a further 2 roods 22 perches." What is even more difficult to understand is the judge's decision to base his assessment solely on the rental value of what he described as "another parcel estimated by the plaintiffs at 18,500 square feet which were rendered inaccessible by reason of the unlawful occupation of the 20 perches aforesaid." In other words, having determined that the assessment must be in respect of 20 perches plus 2 roods 22 perches, he abandoned this line of approach and adopted the figure of 18,500 square feet. Where does this figure come from? It comes from an isolated sentence in the evidence of George Crichlow, one of the respondents, who said, apparently apropos of nothing :

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30

"18,500 square feet would in those days have brought about \$1,000 per month. Rents for commercial properties increased about 12% per annum since then."

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The provenance of that piece of land is shrouded in

mystery but the judge accepted it as he did the income alleged to be obtainable from it as commercial property although he acknowledged that the rental figure was "rather on the high side." Assessing the mesne profits for the 20 years from 1958 to 1978 he arrived at a total amount of \$240,000 which he awarded with interest at 6% per annum.

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21st May 1981

continued

10 I am forced to the conclusion, with some regret, that a perusal of the judgment discloses no logical or evidential basis for the assessment made.

Counsel for the respondents has strongly urged us not to remit this matter to a judge in Chambers for the mesne profits to be assessed de novo. It is now 15 years since the action was commenced and 9 years since mesne profits were ordered to be assessed. We share counsel's concern at the appalling delay and have no desire to add to it. There is sufficient evidence on the record to enable this court to make an assessment of the mesne profits.

20 Possession of the 20 perches would have been delivered to the respondents shortly after the order of Rees J. made on 19th May, 1972. Mesne profits are damages for trespass and include compensation for the value of the use and occupation of the premises, whether occupied by the defendant himself or by a tenant holding under him.

30 In Strand Electric and Engineering Co. Ltd. v. Brisford Entertainments Ltd. (1952) 1 All E.R. 796, Somervell L.J. at p. 799 described the measure of the damages as :

" . . . a reasonable sum in the nature of rent for the lease during the period of the defendant's trespass. In other words the defendant must pay what the plaintiff would have obtained if the defendant had lawfully been in possession."

If the defendant has let the land, the rent received is ordinarily the measure of the profits in the absence of evidence that a higher rent could have been obtained by reasonable diligence.

40 The total area leased to Texaco was 314 perches and the annual rent was \$235.50. The proportionate annual rental attributable to 20 perches is \$15.00.

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21st May 1981

continued

The evidence of George Crichlow was to the effect that the land was used for farming and that the unlawful possession of the appellant prevented its user. Crichlow testified that the income from the land, that is the whole area of 2 roods 22 perches, was about \$5,000 to \$6,000 per annum and profits would have increased by between \$2,000 and \$3,000 per annum after 1946. Taking the higher figure, mesne profits would amount to \$9,000 per annum for the whole of the land. The 20 perches of which they have been deprived is approximately one-fifth of the whole area giving an annual profit of \$1,800. For the 4½ years from 1st January, 1958, to 30th June, 1972, the total would be \$26,100, whereas the yield based on the rental to Texaco would be \$217.50.

10

The appeal will be allowed and there will be judgment for the sum of \$26,100 with interest at the rate of 6% per annum computed annually on the profits due and owing at the end of each year or part thereof from 1st January, 1958, to the date of payment.

The appellant has successfully challenged the basis of the judge's assessment and has achieved a considerable reduction in the award. The respondents will pay the appellant's costs of this appeal. The respondents' cross-appeal is dismissed with costs.

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P.L.U. Cross
Justice of Appeal

CORBIN, J.A.:

I agree.

M.A. Corbin
Justice of Appeal

30

KELSICK, J.A.:

I also agree.

C.A. Kelsick
Justice of Appeal

No. 36
Formal Order of the Court of Appeal

In the Court
of Appeal

TRINIDAD AND TOBAGO
IN THE COURT OF APPEAL
CIVIL APPEAL
NO. 8 of 1979

No. 36
Formal Order
of the Court
of Appeal
21st May 1981

BETWEEN

THE ATTORNEY GENERAL OF Defendant/
TRINIDAD AND TOBAGO Appellant

AND

10 NELLIE EVELYN CRICHLOW (Widow)
 GEORGE CARLTON CRICHLOW
 DONOVAN RUSSEL CRICHLOW
 VERONICA AUGUSTA CRICHLOW
 GEORGINA ELIZABETH CRICHLOW
 PHILMORE HAMEL CRICHLOW Plaintiffs/
 EILEEN ESTER FORRESTER Respondents

Made the 21st day of May 1981
Entered the 20th day of July, 1982

20 Before The Honourable Mr. Justice Corbin
 The Honourable Mr. Justice Kelsick
 The Honourable Mr. Justice Cross.

 UPON READING the Notice of Appeal filed on
behalf of the above-named Appellant dated the 12th day
of January 1979 and the Cross-Appeal filed on behalf of
the Respondents dated the 19th day of January 1979 And
the judgment hereinafter mentioned AND UPON READING
the Record filed herein AND UPON HEARING Counsel
for the Appellant and Counsel for the Respondents AND
MATURE DELIBERATION thereupon had

30 IT IS ORDERED

- (1) That this appeal be allowed with costs
- (2) That the damages awarded by the Judgment
of the Honourable Mr. Justice Brathwaite
dated the 1st day of December, 1978 be
reduced from \$240,000.00 to \$26,100.00
with interest at the rate of six per centum

In the Court
of Appeal

No. 36

Formal Order
of the Court
of Appeal

21st May 1981
continued

per annum computed annually on the
profits due and owing at the end of each
year or part thereof from 1st January 1958
to the date of payment

(3) That the Cross-Appeal be dismissed with
costs.

BY THE COURT

REGISTRAR

No. 37

Order granting
Conditional
Leave to Appeal

15th June 1981

No. 37

Order granting Conditional Leave to Appeal

10

TRINIDAD AND TOBAGO

IN THE COURT OF APPEAL

CIVIL APPEAL NO. 8 of 1979

BETWEEN

NELLIE EVELYN CRICHLOW (Widow)
GEORGE CARLTON CRICHLOW
DONOVAN RUSSEL CRICHLOW
VERONICA AUGUSTA CRICHLOW
GEORGINA ELIZABETH CRICHLOW
PHILMORE HAMEL CRICHLOW
EILEEN ESTER FORRESTER (nee
CRICHLOW)

20

Plaintiffs/
Respondents

AND

THE ATTORNEY GENERAL OF
TRINIDAD AND TOBAGO

Defendant/
Appellant

Before: Scott, Hassanali and Brathwaite, JJA
Made the 15th day of June, 1981
Entered the 20th day of July, 1982.

UPON READING THE NOTICE OF MOTION of the
above named Plaintiff/Respondents dated the 3rd day of
June, 1981, preferred unto this Court this day for con-
ditional leave to appeal to the Judicial Committee of the
Privy Council against the Judgment of this Court
delivered herein on the 21st day of May, 1981.

30

AND the affidavit of Lennox Arthur Wong sworn
the 2nd day of June, 1981, filed in support thereof.

AND UPON HEARING Counsel for the Plaintiffs/
Respondents and Counsel for the Defendant/Appellant

In the Court
of Appeal

THIS COURT DOTH ORDER that subject to the performance by the Plaintiffs/Respondents of the conditions hereinafter mentioned and also to the final order of this Court upon the compliance with such conditions leave to appeal to the Judicial Committee of the Privy Council against the said Judgment is hereby granted to the Plaintiff/Respondents.

No. 37

Order granting
Conditional
Leave to Appeal

15th June 1981

continued

10 AND THIS COURT DOTH FURTHER BY CONSENT
ORDER

1. That the Plaintiffs/Respondents do within 90 days provide to the satisfaction of the Court security in the sum of £250 sterling for the due prosecution of the said appeal.

20 2. That the Plaintiffs/Respondents do within one hundred and twenty (120) days from the date hereof take out all appointments that may be necessary for the settling of the transcript record in such appeal to enable the Registrar to certify that the said transcript record has been settled and that the provisions of this order on the part of the plaintiffs/respondents have been complied with.

3. That the Plaintiffs/Respondents do within one hundred and fifty (150) days from the date hereof bring into Court an application for the final order for leave to appeal.

4. That the costs of and occasioned by this application be costs in the cause to abide the result of the appeal.

5. That each party may be at liberty to apply.

30 6. That the plaintiffs/Respondents do have and are hereby granted leave to write up this order.

Registrar.

In the Court
of Appeal

No. 38

No. 38

Order granting Final Leave to Appeal to the
Judicial Committee of the Privy Council

Order granting
Final Leave to
Appeal to the
Judicial
Committee of
the Privy
Council

7th December
1981

TRINIDAD AND TOBAGO

IN THE COURT OF APPEAL

CIVIL APPEAL

NO. 8 of 1979

BETWEEN

NELLIE CRICHLOW et al Applicants/Respondents

AND

THE ATTORNEY GENERAL OF
TRINIDAD AND TOBAGO Respondent/Appellant

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Coram: KELSICK, HASSANALI and CROSS, JJA

Made the 7th day of December 1981

Entered the 7th day of December, 1981

Upon reading the Notice of Motion filed herein on
the 2nd day of November, 1981 the affidavit of Robin
Montano filed in support thereof and the Registrar's
Certificate of Compliance dated 18th November, 1981
filed herein and upon hearing Counsel for the Applicant
and for the Respondent

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IT IS ORDERED that final leave be and is hereby
granted to the Applicants to appeal to the Judicial
Committee of the Privy Council against the judgment
delivered herein on the 21st May 1981.

AND IT IS FURTHER ORDERED that the costs of
this application be costs in the cause.

BY THE COURT

C. Caddle

ASSISTANT REGISTRAR

IN THE JUDICIAL COMMITTEE OF 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 :

NELLIE EVELYN CRICHLOW (Widow)
GEORGE CARLTON CRICHLOW
DONOVAN RUSSEL CRICHLOW
VERONICA AUGUSTA CRICHLOW
GEORGINA ELIZABETH CRICHLOW
PHILMORE HAMEL CRICHLOW
EILEEN ESTHER FORRESTER (Nee CRICHLOW) Appellants

- and -

THE ATTORNEY GENERAL OF TRINIDAD AND
TOBAGO Respondent

RECORD OF PROCEEDINGS

INGLEDEW, BROWN, BENNISON
& GARRETT,
International House,
26, Creechurch Lane,
LONDON. EC3A 5AL.

Solicitors for the Appellants

CHARLES RUSSELL & CO.,
Hale Court,
Lincoln's Inn,
LONDON. WC2A 3UL.

Solicitors for the Respondent