

Frederick James Rupert Kerwick - - - - - *Appellant*
v.
Kathleen Maud Kerwick - - - - - *Respondent*

FROM

THE CHIEF COURT OF LOWER BURMA.

JUDGMENT OF THE LORDS OF THE JUDICIAL COMMITTEE OF THE
PRIVY COUNCIL, DELIVERED THE 3RD AUGUST, 1920.

Present at the Hearing :

LORD BUCKMASTER.

LORD ATKINSON.

SIR JOHN EDGE.

MR. AMEER ALI.

[*Delivered by* LORD ATKINSON.]

This is an appeal from a decree dated the 19th June, 1918, of the Chief Court of Lower Burma (Civil Appeal side) reversing a decree of the original side of the said Court dated the 29th November, 1917. The suit out of which the appeal arises was brought by the appellant, who is the husband of the respondent, to have it declared, first, that two houses, named respectively Kildare and Kerry, situated at Rangoon, the sites of which the appellant had purchased out of capital of his own or borrowed and had procured to be, by two deeds, conveyed to the respondent, upon which sites the appellant had at his own expense erected two dwelling houses, were held by her as his *benamidar* and that he was the true owner of the same ; and second, that the respondent might be ordered to convey these houses to the appellant within such time as to the court might seem fit. The respondent by her answer admitted that the sites of the said houses had been so purchased and conveyed to her, and the two houses had been built upon them as stated, but alleged that the said sites were so conveyed and the houses built upon them for her as an advancement and that she was therefore entitled to them beneficially as her own property.

The two deeds bear date the 3rd July, 1907, and 10th June, 1908. The grantor in both was one Dr. Pedley and both were duly registered. The general rule and principle of the Indian law as to resulting trusts differs but little, if at all, from the general rule of

English law upon the same subject, but in their Lordships' view it has been established by the decisions in the case of *Gopeekrist Gosain v. Gungapersaud Gosain* 6 M.I.A. 53 and *Moulvi Sayyud Uzhat Ali v. Beber Ultaz Fatima* 13 M.I.A. 232, that owing to the widespread and persistent practice which prevails amongst the natives of India, whether Mahomedan or Hindu, for owners of property to make grants and transfers of it *benami* for no obvious reason or apparent purpose, without the slightest intention of vesting in the donee any beneficial interest in the property granted or transferred, as well as the usages which these natives have adopted and which have been protected by statute, no exception has ever been engrafted on the general law of India negating the presumption of the resulting trust in favour of the person providing the purchase money, such as has, by the Courts of Chancery in the exercise of their equitable jurisdiction, been engrafted on the corresponding law in England in those cases where a husband or father pays the money and the purchase is taken in the name of a wife or child. In such a case there is, under the general law in India, no presumption of an intended advancement as there is in England. The question which of the two principles of law is to be applied to a transaction such as the present which takes place between two persons, born in India of British parents, and who have resided practically all their lives in India is of general importance. It would appear to their Lordships that the learned Trial Judge did not correctly appreciate the grounds upon which this Board based their decisions in the two cases already cited. The grounds of his decision are clearly set forth in the following passage from his judgment :—

“ I think that if this had been the case of an Englishman newly arrived in India and presumably imbued with and still retaining English views and ideas, it might be argued from the above case that the English presumption should be drawn, but as a fact the alleged donee was born in India and so had her parents before her, while the donor whose position is the more important had also been born in India and had spent the whole of his life here with the exception of periods when he was on leave and two years which he spent in England completing his education.”

“ Under such circumstances I consider that the Indian rule should apply; I also think that if the English view should be adopted the force of the presumption which is of course rebuttable would be very materially weakened, and that the result would be the same.”

The Court of Appeal reversed this decision holding that the principle of law applicable to the case was that which would be applied to a similar case if tried by the Court of Chancery in England, that an intended advancement would *prima facie* be presumed, that presumption might be rebutted, but that the onus of rebutting it rested upon the appellant. They further held that the appellant had failed to discharge this onus. It is a mistake to suppose that according to the cases already cited in determining which rule of law is in any given case to apply in India entirely depended on race, place of birth, domicile or residence. These were not to be treated as constituting *per se* as decisive. What

were treated as infinitely more important were the widespread and persistent usages and practices of the native inhabitants. But subject to this qualification it is their Lordships' view that the principles and rules of law which would be applicable to this case if it were tried in one of the Courts of Chancery in England were applicable to it when tried in Rangoon, and that the decision of the Court of Appeal on the point was in their opinion right.

Two points were glanced at in argument before this Board. First, as to the extent to which a married woman can in India acquire property for her separate use, free from the control of her husband, and second the effect, if any, which the non-observance by a civil servant of the Crown in India of the rules passed for the conduct of civil servants, may have upon a purchase by him of immovable property in contravention of these rules. Does the acquisition of the property become void, or is the offending servant merely subjected to dismissal or some disciplinary punishment? Neither of these questions was raised in the Courts below by the pleadings or evidence given by the respective parties. Nor were they dealt with by the learned Judges in either court. Under these circumstances their Lordships think it right to abstain from expressing any opinion whatever upon them.

The provisions of Sections 81 and 82 of the Trust Act, 1882, do not appear to affect this case.

The remaining question for decision, one of fact but by no means an easy one, resolves itself into this. Has the appellant discharged the burden which rests upon him, and rebutted the presumption that the conveyances to his wife of the sites of the two houses mentioned and the subsequent erection of those houses, Kildare and Kerry respectively, upon those sites were advancements or not? (*Marshall v. Crutwell* L.R. 20, Eq. 328.)

The appellant at the trial stated in evidence that he never intended to give these houses to his wife beneficially. That statement was on the authority of the case of *Devoy v. Devoy*, 3 Sm. & G. 406, decided by Sir Page Wood, held to be admissible, but the facts of the case in which the ruling was made, and the observation by which it was accompanied, have to be borne in mind. There a father transferred a sum of stock into the names of himself, his wife and daughter jointly. The transfer note was signed by himself alone. The learned Vice-Chancellor said :—

“ The transfer by the father into the names of himself and his wife and child jointly of a sum of stock raises a presumption that he intended it as an advancement. That presumption may be rebutted by evidence. But, in order to rebut it the evidence must show the real nature of the transaction.”

The father had made an affidavit verifying the bill in which it was stated that he never intended to give the stock to his wife and child or the survivor of them, or to place it beyond his control ; that he did not know that the effect of his transferring the stock into their names would prevent him from availing himself of

it in case of need, that had he known it would have had that effect he would not have made it. That at the time he made the transfer he was a fellowship porter in easy circumstances, and that his motive in making it was that he might not be induced to have recourse to the stock except his necessities should compel him to do so ; but that the stock should remain as a provision for the future. The wife also made an affidavit stating that she had read her husband's affidavit and believed the facts stated in it to be true. The father fell into the Thames, was disabled from following his calling, and was unable to maintain his family except by resorting to the stock. In reference to this evidence the Vice-Chancellor in giving judgment said :—

“ Here the evidence shows that the father intended to confer only a qualified interest and not to make an absolute gift. From the state of his circumstances at the time of the transfer he thought he might be able to afford this sum of stock as separated from the rest of his property, so as to secure it for the benefit of himself, his wife and child. But he considered it prudent to preserve a dominion over it for himself if his circumstances should make it necessary for him to resort to it.”

The conclusion to be drawn from this case would appear to be this that the mere statement by a husband or father who has made an apparent advancement in favour of a wife or child that he did not intend it to confer any beneficial interest in the thing given or transferred to the donee or transferee is of little avail unless he establishes at the same time with reasonable clearness that he had other and different motives for the action he took. Has the appellant done that in this case ?

Both the plaintiff and the respondent are Roman Catholics in religion. The lady's name was Macnamara, daughter of a Captain Macnamara, who had been a military officer either in the service of the British Crown or of the East India Company. Save that they made occasional visits to England, both had resided all their lives in India. The appellant married the respondent in the year 1901 at Cawnpore. It does not appear whether the lady had any dowry. In or about the year 1904, the appellant obtained an appointment as Assistant Engineer in the Indian Public Works Department at a salary of from Rs. 400 to Rs. 500 per mensem. From the year 1904 to the year 1914, both inclusive, he was stationed at Rangoon. Two children were born of the marriage, a daughter, Dagmar Cecilia, who the appellant, when giving his evidence in November, 1917, stated was then in her fifteenth year, and a son, who the appellant on the same occasion stated was then in his eleventh year. The husband and wife paid a visit to England in the year 1914. They were there when the war broke out. The appellant was ordered to return to his post forthwith. He did so. His wife was not permitted to accompany him. She succeeded, however, in getting back to Rangoon in December, 1914. Up to that time the husband and wife appear to have lived happily together. Indeed the correspondence put in evidence would tend to show that they were a very attached couple, devoted to their children. But either while they were in

England, or immediately after their return, unhappy differences sprang up between them, due to causes they both decline to disclose, and ultimately they separated. A deed of separation dated the 1st December, 1915, was drawn up, and executed by both of them. Unfortunately, this deed was not prepared by a professional man, but by a Spanish priest named Colombo. It omits much that it should have contained, and this litigation is probably in a great degree due to those omissions. By it the appellant covenants to pay to his wife out of his income for her life, a monthly allowance of £8, and "also more if possible." It contains a further provision that he should keep his son Terence at school, having the boy with him during the boy's vacation and that only, and that his wife should keep the daughter Dagmar at school, and have the girl with her during her vacation only. The cost of the maintenance and education of both children to be paid separately by the appellant, the money being paid by him direct to the school.

No mention whatever is made in this deed as to any property or income to which the respondent is in her own right entitled. The words "also more if possible" would seem to indicate that an increase of her allowance was contemplated, but if so, under the words of the deed, the increase was to be paid out of the "appellant's income." That is the only source mentioned from which it was to be derived. The allowance of £8 per month was undoubtedly rather meagre. The appellant and respondent flatly contradict each as to the reason why it was meagre. The reason he gives is this, that his financial position at the time did not enable him to make it larger. The reason his wife gives is that it was understood, indeed stated by her husband, that it would be supplemented by the net rents of the houses, Kerry and Kildare, which she was entitled to receive for her own benefit. Father Colombo was examined on interrogatories delivered on behalf of the respondent on the 28th February, 1917, and on cross-interrogatories delivered on behalf of the plaintiff on the 13th March, 1917. He did not apparently answer these latter at all, and his answers to the first set are so unsatisfactory, from defective recollection, that they are of no assistance. Whatever may have been the cause of the differences which led to the separation of the appellant and respondent, it is plain that their feeling towards each other became greatly embittered. And that fact should be borne in mind when one has to estimate the reliance to be placed on the accusations which, after the quarrel, the one makes against the other, or the claims the one puts forward against the other. Under the influence of such feelings, each, without consciously intending it, is likely to exaggerate his or her own merits or grievances, and the other's want of veracity, and the extent and quality of his or her misdoings.

The making by a husband of an advancement to his wife is *prima facie* a kindly and meritorious action. There is nothing to be ashamed of in it. Nothing to need secrecy or concealment.

If the appellant was free to acquire immoveable property in Rangoon, without any person's permission, intending to make a gift of it to his wife there would be nothing easier than to buy it in his own name and convey or assign it to a trustee for her or to herself, or possibly to declare himself a trustee for her, and to do so openly without disguise or contrivance. In the present case he did not do that. He had resort to every expedient to make it appear that in the acquisition of the sites of these two houses, Kildare and Kerry, his wife was the real purchaser, and he only an interested witness. His desire to make an advancement to her won't account for that. The conveyances having been in fact, made to her direct, if the appellant is to succeed in showing that this was not done, *prima facie*, for the purpose of making an advancement to her he must be prepared to show for what other rational purpose it was done. He endeavours to do that, in this way. He states that in the years 1907 and 1908 he was under the impression, erroneously, as he subsequently discovered, that members of the Subordinate Civil Service in India, such as he was, were by one of the rules for the government of civil servants there prohibited from acquiring immoveable property. And that he resorted to the expedients hereafter described for the purpose of evading that rule, and making it appear that his wife, not he himself, was the real purchaser.

He was mistaken. The rule is not what he says he supposed it to be. It is this, such an officer as he was may, without obtaining the consent of any superior, acquire immoveable property for residential purposes, but the consent of the Local Government or of the Head of a Department specially charged with the duty of giving such consent, is absolutely necessary for its acquisition by such an officer as the appellant was for any other purposes. The purchasing of a plot of ground for the purpose of having a house built upon it in which the purchaser intended to reside would undoubtedly be a purchase for "residential purposes"; but it is not so clear that the purchases of plots of ground as a speculation for having dwelling houses for tenants built upon them would be treated as "purchases" of that kind within the meaning of this rule. However that may be, he states that he was under the impression that the rule was general and prohibitive, that he took action in order to evade it, and that he never intended to make a gift to his wife of these two houses or of the sites upon which they stand. She states upon the contrary that he did intend to make a gift of the houses to her, that he told her so, and treated them as hers. It is not disputed that while they lived amicably together he managed these houses as if they were his own. He let them to tenants, fixed and received the rents, and applied them to his own purposes, telling her what he had done. This financial management of them she says suited her. She acquiesced in it, and whatever her proprietary interest in them she might have had it was but natural that, while they lived happily together, such a practice would be followed. But there is this fact, as will be presently shown, which strongly corroborates the appellant's story. If he merely intended to evade this supposed rule, then his

action during the entire time from June, 1907, till the date of the separation deed, though not very wise, was not very imprudent. But if, on the contrary, he intended to confer these houses on his wife as an advancement, then having regard to his own interest and that of his children and to his financial position, it was rash almost to recklessness.

It is by carefully examining the appellant's financial position at each stage of his speculations that aid can best be obtained to determine which of the conflicting stories of the two parties deserve credence. In or about June, 1907, the appellant apparently came to the conclusion that money could be made on the somewhat hazardous adventure of building dwelling houses in Rangoon on borrowed capital. His wife does not appear to have ever had money of her own. He says that he then had of his own about Rs. 8,000. The sequel will show that Rs. 4,000 would be much nearer the mark. He purchased a plot of ground from a Doctor Pedley for Rs. 10,000. He drew a cheque in her favour for that sum, she endorsed it to Pedley the vendor, and by deed of the 3rd July, 1907, the plot was conveyed to her husband signing his name to the deed as a witness. He had built upon this plot a house he named Kildare at a cost of Rs. 16,000, went to live in it, when completed, for a period of six months, and then let it at the yearly rent of Rs. 180 per mensem. To meet this outlay of Rs. 26,000, he borrowed from his sister Rs. 8,000, a debt still apparently unpaid, and from money-lenders named indifferently Balthazar and Son and Joachim, a sum of Rs. 12,000, at what rate of interest is not stated, or whether or not a promissory note was given for it by the appellant, but presuming that the money was borrowed on those easy and generous terms upon which loans are, in India, made by money-lenders, the interest could not have been at a low rate. The plot of ground so purchased was immediately mortgaged to Balthazar and Son by a deposit of the title deeds of it. The respondent was well aware of all this and does not dispute it. The question arises at once on the face of this transaction, what was the subject matter of the gift to the wife—was it the plot of ground conveyed to her by the deed of the 3rd July—the only documents in which her name is mentioned? Or was it the plot of ground with the house subsequently erected upon it at a cost of Rs. 16,000, that is Rs. 26,000 worth of property in all. And if the latter, was it given free from incumbrances, or was it merely the equity of redemption that was intended to be bestowed? According to the respondent's claims, it was apparently the land with the house upon it, free from incumbrances. If so, she thereby became and continued to be entitled to the rents at which the house was let.

At this time the appellant had his life insured for a sum not mentioned at a premium of Rs. 120 per mensem, but that was the only provision he had made for his family in the case of his death. It is not pretended that apart from Kildare he had any property whatever. Well, within the next twelve months he purchased another plot of ground from the same Dr. Pedley

for Rs. 8,300. He said he had sufficient money of his own to pay the deposit, Rs. 1,300. He was still under the same erroneous impression as to the Civil Service rule, the same disguise was adopted on this as on the last occasion. A cheque was drawn by the appellant in his wife's favour for Rs. 7,000, endorsed by her to Pedley the vendor, and a deed of conveyance of the plot executed by Pedley to her. A house was subsequently by the appellant built upon this plot at a cost of Rs. 15,000, a house called Kerry, making Rs. 23,300 in all. To meet this expenditure the appellant borrowed from Balthazar and Son Rs. 4,800, and the balance, presumably Rs. 10,500, from the Bank of Rangoon, but on what terms or how secured is not stated, nor is the state of his account with the Bank stated. At this time he stood indebted to Balthazar and Son in a sum of Rs. 18,000, which with the new advance brought his debt up to Rs. 22,500, and he pledged with the money-lender the title deeds of Kerry to secure this debt. Again the question may be asked, what was the subject-matter of the gift to the respondent? She claims it was the plot of ground conveyed to her with the house built upon it. Of course the rents derived from it becoming her own. Thus if her case be true her husband made within 12 months gifts of property to be enjoyed by her as her own, and which if he died she might keep to herself and give none of it to her children, worth about Rs. 44,000, while his debts amounted to about an equal sum.

If he had been possessed by an uncontrollable passion to bestow upon his wife beneficially every fragment of property he could acquire, to leave himself with nothing to live upon but his salary, and at the same time be burdened with debt and his children being absolutely unprovided for, he could not have gratified that passion more fully than he apparently did, if his wife's case be true.

If, on the contrary, his own case be true then there was nothing selfish or reckless or cruel in his action. He was simply doing his best in a somewhat hazardous adventure for himself and those who had claims upon him in an endeavour to make a provision for them all.

It would appear to their Lordships that the latter, not the former, was the true character of the course he took. In November, 1912, the appellant purchased Kenmare House for a sum of Rs. 17,000. He says he was no longer under the impression that such purchases were prohibited, and that he got the deed of conveyance made direct to himself, that he leased the house to his wife's father at a rent of Rs. 180 per mensem, that this gentleman required a loan of Rs. 12,000, that he raised this sum for him, that only half of it was repaid and no interest paid upon the debt for eighteen months. It appears from Balthazar's account that from April, 1912, to the 21st November in that year he paid to Balthazar Rs. 18,000, that this extinguished his early indebtedness and cleared Kerry; but in the same month of November he borrowed from them Rs. 26,500, with the ultimate result that

on the 6th September, 1916, when a balance was ultimately struck, he owed Balthazar Rs. 25,000 for which he gave him two promissory notes, one for Rs. 20,000 and the other for Rs. 5,000. How much, if any, he owed the Bank does not appear. Yet, notwithstanding these gifts, the respondent's counsel seized upon a chance expression contained in a letter written by the appellant to the respondent, dated the 18th November, 1912, to show that the appellant intended that this house, Kenmare, should also be, like the others, given to his wife and become her property beneficially. The letter begins "My darling Kathleen." It is long and affectionate in its terms. He informs her that Kerry House is now free from debt, that her father to get on with his business required security from the Chartered Bank of India, that he, the appellant, proposed to let him have the papers of Kerry House to deposit with the Bank, but that the Bank refused to take them as the conveyance was in her name, and asked her to send out to him a power of attorney giving him power to sell, borrow money and to register on "*your property*." Then he proceeds in a bantering tone, "So will you do please do the needful? Now that you are such a woman of business, you will know the ropes and how to get the document drawn up." Those words, "*your property*," amount, it is urged, to a solemn admission, almost fatal to the appellant's case. They were used in joke, the appellant swears, and it is obvious how they came to be used. On the face of the papers she appeared as the owner of Kerry House. The Bank insisted on so treating her, and would not recognise the appellant's right to deal with the deeds without a power of attorney. And he evidently refers to the action of the Bank in treating her as owner.

It does not appear to their Lordships that there is anything inconsistent with the appellant's case in the use of these words. The appellant proceeds to inform his wife that he is borrowing Rs. 18,000 from Joachim on Kildare and Kenmare. Though Kildare is as much the lady's as Kerry, there is not a hint that he needs or desires her consent to encumber it. He informs her that he has let Kenmare to her father at Rs. 180 per month, that out of this will have to be deducted :—

	Rs.
Interest on the loan of Rs. 18,000, per mensem ..	120
Municipal taxes	25
Fire insurance	10
	Rs. 155

leaving a balance of Rs. 25 to pay off the capital loan of Rs. 18,000, which it would take sixty years, he says, to do; and proceeds: "Well, I won't lose on it, I can get Rs. 22,000 any day even now for the property." Then comes the pregnant sentence, "I can't put this house in your name, as you are not here to see what you have lost." Of course, he can't manipulate the thing as he did the others, to make it appear that she, not he, was the purchaser, but the words "So see *what you have lost*," it is

seriously contended, show that even this net rent of Rs. 25 per mensem was intended to have been bestowed upon her. It would appear to their Lordships that these words were not used seriously.

On the 18th December, 1915, the respondent's solicitors wrote to her husband a letter containing the following passages :—

“ With regard to our client's house property in Rangoon, we are instructed to call upon you either to convey to our client the house which you purchased in your own name out of the proceeds of the mortgages on our client's two houses or in the alternative to pay off the said mortgages and hand over the title deeds of the two latter houses free from incumbrance. We are also instructed to call upon you to render a full account of the rents and profits of these houses received by you while acting for our client under Power of Attorney. You having purchased the third house on behalf of our client out of her own monies she could insist on the house being conveyed to her, but she is willing for you to retain it provided you pay off the mortgages on the other houses.

“ Unless you comply with the above demands forthwith our client will institute legal proceedings to enforce her rights.”

Such was her claim.

Much reliance was placed by the respondent on expressions such as the following used by the appellant: “ These houses were intended to be a provision for my family,” or “ an investment for my family,” or “ an investment for the benefit of my family,” or suchlike. Language of this kind is commonly used to express the idea that the speaker has acquired or inherited or hopes to acquire or inherit property which he may thereafter bestow upon the members of his family at such times or in such shares as he should deem fit; but it does not at all, their Lordships think, necessarily convey that the speaker had at some time before he used it actually bestowed, as in this case, on one member of his family all the property of which he was possessed. He many times said he intended Kildare for Dagmar. If Dagmar's mother should succeed in her claim, Dagmar must go penniless. According to the respondent's case the way in which appellant has to provide for his family has by act *inter vivos* to confer everything he had upon herself. While the provisions of the deed of separation were being discussed, the lady asserts that her husband stated she should have the net rents of Kildare and Kerry, each being let at Rs. 180 per month; which in the result meant that he had contracted to pay her £8 per month, to pay for the maintenance and education of his son and daughter, and apparently to pay the interest on his debts, out of his salary plus Rs. 25 per mensem the net rent of Kenmare. It seems incredible that any man in his senses would consent to such an arrangement—more especially at a time when the spouses were estranged from each other, their feeling towards each other embittered and they were about to be separated possibly never to meet again. He asserts that no arrangement of the kind was ever made, and certainly in their Lordship's view his financial position rendered it improbable that it should be.

It only remains to deal with a matter of considerable importance. The respondent states in her evidence that she and her husband had a quarrel in January, 1915, that up to that time he never suggested that these two houses, Kildare and Kerry, were not hers, that when they quarrelled she threatened to go home, that he said she might go, that she then asked him how the two houses stood, and that he gave her exhibits 7 and 8. She does not say she told him when she put this question why she wanted to know their state. Now exhibits 7 and 8 are most undoubtedly documents giving in detail the particulars of the financial position in which these two houses then stood. The appellant was cross-examined in reference to them, the replies are not in their Lordships' view at all satisfactory. He admitted that both were in his handwriting, said he could not remember giving them to his wife, that he did not know when she got them, and could not give any reason why he drew them up unless for his wife, that exhibit No. 8 must have been drawn up about January, 1915, that he thinks he drew it up to assist his memory, that he did not remember giving it to his wife.

Now the demand for this information would certainly suggest to the appellant one or other of two distinct and different things. First, that the respondent had resolved to insist upon her claim to these two houses, or second, as she knew he had no property other than Kenmare, she desired to ascertain the net income they yielded for the purpose of determining the amount of the separation allowance she could insist upon being paid. If the first, it would not be unnatural that he should refuse to give the information. If the second, to show the houses were so heavily encumbered and their yield little, it would be but natural he should furnish the information, so as it would show how narrow were his resources, and would go to help his case, and justify his objection to increase her allowance. Though his mode of answering may compromise him to some extent, the purpose for which the information was required being doubtful these documents do not hurt his case as much as might at first sight be supposed, and cannot be taken as equivalent to an admission that the two houses were his wife's property.

On the whole their Lordships are of opinion that the appellant has discharged the burden which rested upon him, that the evidence rebuts the *prima facie* presumption that an advancement to his wife was intended, that the decree appealed from was wrong and should be reversed and the judgment of the Trial Judge should, for reasons however other than those given by him be restored. There will be no order as to costs either here or in the Courts below, except that any costs paid by the appellant under the decree of the Appellate Court should be returned to him. And they will humbly advise His Majesty accordingly.

In the Privy Council.

FREDERICK JAMES RUPERT KERWICK

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KATHLEEN MAUD KERWICK.

DELIVERED BY LORD ATKINSON.

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