Privy Council Appeal Nos. 21–23 *of* 1950

F. & M. Khoury - - - - - - - - - - -	*Appellants*
v.	
Philip Said Azar - - - - - - - - - - -	*Respondent*
Same - - - - - - - - - - -	*Appellants*
v.	
Same - - - - - - - - - - -	*Respondent*
F. & M. Khoury - - - - - - - - - - -	*Appellants*
v.	
K. Massoud & Sons - - - - - - - - - -	*Respondents*

Consolidated Appeals

FROM

THE WEST AFRICAN COURT OF APPEAL

JUDGMENT OF THE LORDS OF THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL, DELIVERED THE 9TH DECEMBER, 1952

Present at the Hearing:
LORD NORMAND
LORD MORTON OF HENRYTON
LORD COHEN

[*Delivered by* LORD MORTON OF HENRYTON]

These are consolidated appeals by leave of the West African Court of Appeal from judgments and orders of that Court in three proceedings, (1) an interpleader summons the parties to which were the appellants, F. & M. Khoury, one George Bechir Moukarzel (hereafter referred to as "the Debtor") and the respondent Azar (hereafter referred to as "Azar"); (2) an action (No. 35 of 1947) in which Azar was plaintiff and the appellants were defendants; (3) an interpleader summons the parties to which were the appellants, the Debtor and the respondents K. Massoud & Sons (hereafter referred to as "Massoud"). Massoud has taken no part in this appeal and the judgment of the Court of Appeal in the third proceeding mentioned above was as follows:—

> "In this case the facts are the same as in the case of *Azar* v. *G. B. Moukarzel and F. & M. Khoury* in which judgment has just been delivered in this Court. It having been agreed that the judgment in the present case should follow that which has been delivered in the other, there will be judgment in the same terms."

It is unnecessary to refer further to the third proceeding, as it would appear to have been conceded throughout that the case put forward by Massoud must stand or fall with the case put forward by Azar.

The events leading up to the first two proceedings are as follows. On the 16th November, 1946, the Debtor and Azar made an agreement under seal (hereafter called "the First document") for the purpose of securing

repayment to Azar of the sum of £4,000 then lent by him to the Debtor together with interest thereon, by instalments of £400 each. The first of such instalments fell due on the 30th November, 1946, and subsequent instalments on the last day of every subsequent calendar month until the 30th September, 1947, when an instalment of £250 was to be paid. A final instalment of £250 fell due on the 31st October, 1947. It was provided that in default of any one payment being made when it became due the whole of the said principal sum or so much thereof as then might remain unpaid, together with the interest thereon then due, should become immediately payable.

Repayment was secured by the grant to Azar of certain rights over fourteen used motor vehicles and trailers (hereafter called " the motor vehicles " and " the trailers " respectively) then belonging to the Debtor as set out in the Schedule to the First document.

The rights so granted were (*inter alia*) upon such default of the Debtor as aforesaid (*a*) to require him to transfer to Azar all or any of the motor vehicles and the trailers at a valuation provided such transfers were approved by the competent authorities and (*b*) to seize or take possession thereof or of any of them wherever they happened to be and either then to exercise the right to have such motor vehicles and trailers transferred to him or in the event of such transfer not being approved as aforesaid or if he did not wish to exercise such right to retain possession until such time as the principal sum and interest or so much thereof as might be due at the date of such default should be paid or until execution should be levied thereon consequent upon any judgment or order obtained by Azar against the Debtor in respect of the latter's default under the First document whichever should first happen.

The Debtor further therein covenanted with Azar not to transfer, part with the possession of charge or in any way encumber the motor vehicles and the trailers or any of them.

By a Deed dated the 22nd November, 1946, and made between the Debtor and the appellants (hereafter called " the Second document ") the Debtor in breach of his covenant in the First document assigned to the appellants the motor vehicles and the trailers and a large number of other used motor vehicles and trailers by way of security for the payment of the sum of £16,140 and interest thereon and covenanted that he would pay to the appellants the said principal sum together with interest then due by monthly instalments of £1,500 on the last day of each calendar month the first of such instalments to be paid on the 31st December, 1946.

The Second document contained agreements by the Debtor in the following terms:—

> " (3) That in case the Borrower shall make default in payment of the principal sum by instalments as aforesaid or of the interest thereon at the times hereinbefore appointed for payment thereof respectively or in the performance of any agreement contained herein and necessary for maintaining this security or shall suffer the said chattels or any of them to be distrained for rent rates or taxes or if execution shall during the continuance of this security have been levied against the goods of the Borrower under any judgment at law then and in such case it shall be lawful for the Lenders their servants or Agents without previous notice to the Borrower to seize and take possession of any chattels included in this security in whatever place or places they may happen to be.

> " (4) That if the Lenders shall become entitled to seize the chattels hereby assigned they and their agents may enter and remain upon any premises where the said chattels may be and if necessary may break open doors and windows in order to obtain admission and after the expiration of five clear days from the day of seizure may sell the said chattels by public auction or private contract on or off the said premises and retain out of the proceeds so much of the said principal sum as may then remain unpaid and the interest then due and all costs and expenses which they may incur as aforesaid and the expenses

of sale and also any rent rates and taxes which they may pay in respect of the premises where the said chattels may be and the surplus (if any) shall be paid to the Borrower."

No permit for the assignment of the motor vehicles effected by the Second document was ever obtained or applied for. The Defence (Control of Transfer of Used Motor Vehicles) Order 1943, made under Regulation 41 of the Defence Regulations 1939 (hereafter called " the 1943 Order ") as amended by the Defence (Control of Transfer of Used Motor Vehicles) (Amendment) Order 1944 (hereafter called " the 1944 Order ") provides *inter alia* as follows: —

" 2. In this Order, unless the context otherwise requires—

'Purchase' includes any acquisition of the property in a used motor-vehicle ;

'Sell' includes any transfer of the property in a used motor-vehicle ;

'Used motor-vehicle' means a motor-vehicle as defined in section 2 of the Motor Traffic Ordinance which has at any time been licensed under that Ordinance for use on a public highway.

3.—(1) No person shall sell or purchase a used motor-vehicle unless a permit has first been obtained under this Order.

(2) No person shall sell or purchase a used motor-vehicle for a sum in excess of the price specified in that behalf in the permit issued by the Competent Authority.

4.—(1) The person intending to sell and the person intending to purchase a used motor-vehicle shall jointly apply to the District Transport Control Officer of the District in which either ordinarily resides for issue of a permit.

(2) The application, which shall be in the form set forth in the Schedule, shall be made in triplicate.

* * * * *

(5) The Director of Supplies, if satisfied that the transfer of the used motor-vehicles is essential or desirable, shall grant his permit therefor : and such permit shall be in the form set forth in the Schedule.

Section 2 of the Motor Traffic Ordinance (Chapter 195 of the Laws of the Gold Coast 1936 Revision) provides as follows: —

" *Interpretation.*

In this Ordinance, unless the context otherwise requires: —

'Motor Vehicle' includes every description of vehicle propelled by means of mechanism contained within itself, other than vehicles constructed for use on specially prepared ways such as railways or tramways."

Prior to the 28th November, 1948, there was owing upon overdraft on the Debtor's account with the Kumasi Branch of Barclays Bank (Dominion Colonial and Overseas) the sum of £7,171 15s. 4d. which was secured by an equitable mortgage duly registered in accordance with section 22 of the Kumasi Lands Ordinance 1943 upon two parcels of land belonging to the Debtor and known as Plot No. 571 and Plot No. 586 Old Town, Section " B " Kumasi. On the 28th November, 1948, the Debtor gave to the appellants an undertaking in the following terms: —

" Accra.

28th Nov. 1946.

F. & M. Khoury,
Nsawam.

Dear Sirs,

In consideration of you paying at my request to Barclays Bank (D.C. & O.), Kumasi Branch the sum of £7,171 15s. 4d. (which is the amount now due from me to the Bank) I hereby undertake: —

(1) To request the Bank to hand to you as security such documents as they possess relating to Plot 571 and Plot 586, Old Town Section " B " Kumasi.

(2) To deposit with you without delay the title deeds of property of which I am the lessee situate at Tamale, Bawku, Navorongo, Bolgatanga and the document relating to my interest in Plot 105, O.T.B., Kumasi.

(3) To execute when called on by you a proper legal mortgage of the properties mentioned in paras. (1) and (2) above securing the repayment to you of £7,171. The rate of interest in such mortgage to be 8% and the principal to be repaid by me by monthly instalments on the last day of each month of £1,500. The first such instalment to be paid on 31st December, 1946. I will be permitted to repay at any time all or any of the principal money due without previous notice.

(4) To execute a formal Bill of Sale covering all the transport and trailers which I at present own together with spare parts in stock. The Bill of Sale will be to cover the sum of £16,140 0s. 0d. and the rate of interest will be 8% and with the same provisions as to repayment of principal.

(5) To hand over to you any sums I may receive from the P.W.D. in connection with the hiring by them of my transport.

Yours faithfully,

(Sgd.) G. B. MOUKARZEL.

Their Lordships were informed at the opening of the appeal that No. 571 was the only plot as to which any question now arises. The appellants duly paid off the bank overdraft, and the deeds relating to Plot 571 were handed over to the appellants by the bank at the request of the Debtor, but the Debtor never executed a legal mortgage in accordance with head (3) and never executed a Bill of Sale in accordance with head (4). The equitable mortgage of the properties situated at Kumasi constituted by the Undertaking and the deposit of the relevant title deeds with the appellants was never registered pursuant to section 22 of the Kumasi Lands Ordinance, 1943, subsection (1) whereof is in the following terms:—

> "(1) No lease, transfer, devolution, mortgage, whether legal or equitable, assignment, underlease or surrender of land vested in the Asantehene under the provisions of this Ordinance, shall be of effect until the same is registered by the Commissioner of Lands, and the fees payable in respect of any such registration shall be the fees set forth in the Eighth Schedule.

On the 30th November, 1946, the Debtor gave Azar a cheque for £400 in payment of the instalment due under the First document on that day, but this cheque was dishonoured on presentation. Azar then attempted to obtain a permit under the 1943 Order for the transfer to him of some of the motor vehicles and the trailers, but the District Transport Control Officer refused to approve such transfers as he had received about the same time several applications for the transfer of the same and other vehicles to other persons.

Accordingly on the 10th December, 1946, Azar commenced an action (No. 87 of 1946) against the Debtor for repayment of the whole of the monies secured by the First document. On the 16th December, 1946, Azar recovered an interim judgment in this action for £3,350 upon which final execution was stayed until the 17th January, 1947, and on the 24th December, 1946, he recovered a final judgment for a further sum of £691 together with the removal of the said stay.

During the course of this action Azar obtained an interim Order for attachment of the fourteen motor vehicles on or about the 14th December, 1946, and shortly thereafter eight or nine of the motor vehicles were so attached. On or shortly after the 24th December, 1946, at the instance of Azar, the Sheriff (acting under a writ of *fieri facias* pursuant to the provisions of Order 43 Rule 5) seized and attached all the following property belonging to the Debtor to satisfy the said judgment, viz.:—

The motor vehicles and the trailers comprised in the First document and certain other motor vehicles and trailers and spare parts; and

The Debtor's right title and interest in Plot No. 571 and other lands.

The right title and interest of the Debtor in Plot 571 was a sub-term of 60 years from the 7th March, 1945.

On the 16th or 17th December, 1946, the appellants caused their name or initials to be painted on certain motor vehicles belonging to the Debtor which had not been attached under the interim attachment, and on the 17th December, 1946, the appellants locked up the stores containing the spare parts, took possession of the keys, and wrote on each door " Seized under a Bill of Sale ". It would appear however that they took no other step to assume possession. On the 4th January, 1947, the appellants issued an interpleader summons calling on Azar to show cause why all the properties seized should not be released from attachment. The said summons was issued under Order 44, Rule 25 (1), which is in the following terms:—

" 25.—(1) In the event of any claim being preferred to, or objection offered against, the sale of lands, or any other immoveable or moveable property which may have been attached in execution of a decree, or under any order for attachment made before judgment, as not liable to be sold in execution of a decree against the judgment debtor, the Court shall, subject to the proviso contained in the next succeeding rule, proceed to investigate the same with the like powers as if the claimant had been originally made a party to the suit, and if it shall appear to the satisfaction of the Court that the land or other immoveable or moveable property was not in the possession of the party against whom execution is sought, or of some person in trust for him, or in the occupancy of persons paying rent to him at the time when the property was attached, or that, being in the possession of the party himself at such time, it was so in his possession not on his own account, or as his own property, but on account of, or in trust for some other person, the Court shall make an order for releasing the said property from attachment. But if it shall appear to the satisfaction of the Court that the land or other immoveable or moveable property was in possession of the party against whom execution is sought as his own property, and not on account of any other person, or was in the possession of some person in trust for him, or in the occupancy of persons paying rent to him at the time when the property was attached, the Court shall disallow the claim.

The Supreme Court of the Gold Coast (Mr. Justice Smith) by its judgment in the interpleader summons delivered on the 19th March, 1947, held:

(*a*) that the Second document created a valid legal mortgage and was not affected by the 1943 Order since that Order was confined to outright sales only and did not prohibit a transfer by way of mortgage;

(*b*) That as the Undertaking had not been registered under section 22 of the Kumasi Land Ordinance 1943 it was of no effect against the Debtor's judgment creditors.

Other matters were dealt with which are not now in dispute.

It was accordingly decided that Azar was entitled to seize in execution Plot 571 free from any right title or interest of the appellants, but was only entitled to seize in execution the motor vehicles and the trailers subject to the appellants' prior mortgage under the Second document.

From this decision both the appellants and Azar appealed to the West African Court of Appeal.

On the 28th March, 1947, Azar commenced the above-mentioned action No. 35 of 1947 in the Supreme Court of the Gold Coast, Ashanti, against

the appellants and the Debtor, contending that even if the Second document was not avoided by the 1943 Order that order had the effect of preventing any transfer of a legal interest in the subject-matter thereof, and that the appellants had in any event had notice of the First document at the date of the Second document. Judgment in this action was given on the 17th June, 1947. The Court (Mr. Justice Smith), following its decision on the Interpleader Summons, held that under and by virtue of the Second document the appellants had a first legal mortgage upon the motor vehicles and the trailers, the learned Judge not being satisfied that they had taken with notice of the First document, and that accordingly the Second document took priority over the First document. He accordingly dismissed the action.

From this judgment Azar appealed to the West African Court of Appeal.

In addition to the arguments preferred in the Court below, the appellants contended that by reason of their payment off of the moneys secured by the equitable mortgage to Barclays Bank they had acquired a lien on the property therein comprised which ranked in priority to the claims of Azar.

The judgment of the West African Court of Appeal (Sir John Verity, C.J., McCarthy and Coussey, JJ.) in both matters was delivered on the 13th December, 1947. On the cross-appeals on the interpleader summons it was held:—

(*a*) That the appellants were not entitled to the benefit of the lien for which they contended, because either no such lien ever arose or, if it did, it was waived by accepting the Undertaking;

(*b*) That the judgment appealed from was correct in dismissing the appellants' claim in respect of the Kumasi Lands;

(*c*) That the Second document was void as contravening the provisions of the 1943 Order.

Accordingly the appellants' appeal was dismissed, and the judgment of the Court below was upheld in so far as it related to Plot 571. The cross-appeal by Azar was allowed in so far as it related to the motor vehicles and the trailers and judgment was entered for Azar on that part of the claim.

Immediately following these judgments the same Court gave judgment upon the appeal in the said action, allowing the appeal and declaring that Azar was entitled to be treated as a first mortgagee and to all the rights and remedies of a first mortgagee including the right to sell the fourteen lorries and fourteen trailers described in the First document, and to apply the proceeds in payment of the debt thereby secured. On the question of notice they concurred with the decision of Mr. Justice Smith. From these judgments the appellants appeal.

The arguments put forward before the Board sufficiently appear from the views which their Lordships will now express thereon.

Their Lordships will first consider the question whether the mortgage effected by the Second document was a purchase or sale of used motor vehicles within the meaning of the 1943 Order as amended by the 1944 Order. It is convenient to quote again paragraph 2 of the 1943 Order:

> "In this Order, unless the context otherwise requires . . .
> 'sell' includes any transfer of the property in a used motor vehicle."

It cannot be doubted that the Second document might appropriately be described as a transfer of the property in used motor vehicles, as it contains an assignment of the lorries mentioned in the Schedule thereto, but in the ordinary use of language it would be quite inappropriate to describe it as a sale. The definition just quoted enlarges the meaning of the word "sell", but in considering whether the definition brings within the scope of the Order any transfer which would not ordinarily be described as a sale, it is necessary to consider whether or not "the context otherwise requires". In their Lordships' view the context "otherwise requires" in the case now under consideration. Paragraph 1 of the 1944 Order provides that it "shall be read as one" with the 1943 Order.

Considering the 1943 Order, as amended, as one document, their Lordships note that paragraph 3 (2) provides:—

> " No person shall sell or purchase a used motor vehicle for a sum in excess of the price specified in that behalf in the permit issued by the Competent Authority."

and paragraph 4 provides that the application which must be made jointly to the District Transport Control Officer of the District by the person intending to sell and the person intending to purchase a used motor vehicle " shall be in the form set forth in the Schedule ". Turning to the Schedule in the altered form introduced by the 1944 Order their Lordships observe that the parties are described throughout as " intending vendor " and " intending purchaser " and they note in particular the following portions of the Schedule:

(*a*) " I, the said .... (intending purchaser) hereby declare that—

(1) The reasons (in full) for intended purchase, are:

(2) The District in which I propose to use the vehicle is ...."

(*b*) " I recommend that this transfer be/be not approved and I agree/do not agree to accept the vehicle for petrol in my District."

(To be signed by the District Transport
Control Officer of intending purchaser's District.)

(*c*) " Permission is hereby given for the transfer to take place, provided that the purchase price of the said vehicle shall not exceed the sum of £.................

....
Director of Supplies
(Competent Authority)."

In their Lordships' view clause 3 (2) is quite inappropriate to the case of a mortgage. It is difficult to see how in such a case the Competent Authority could specify the maximum price at which the motor vehicle was to be " sold "; yet it is clearly contemplated by paragraph 3 (2) that a maximum price is to be specified in the permit. When property is mortgaged no price is paid; the lender lends a sum and the borrower assigns the property by way of security for the repayment of that sum. Again, it would be inappropriate, in the case of a mortgage, for the mortgagee to specify " the District in which I propose to use the vehicle " because it is the usual intention of both parties to a mortgage of motor vehicles that the mortgagor shall remain in possession of the motor vehicles and use them, unless and until the mortgagee takes possession of them under some power contained in the mortgage. The same difficulty arises at the point where the District Transport Control Officer of the intending purchaser's district has to agree or not to agree " to accept the vehicle for petrol in my District ". Further, the concluding words of the Schedule link up with paragraph 3 (2) and seem to give the Director of Supplies no alternative to stating a maximum price in the case of every application.

Paragraph 66 of the Defence Regulations 1939 (Regulations No. 25 of 1939) imposes severe penalties in the case of any breach of the 1943 Order.

For the reasons already given, and bearing in mind the principle that any real doubt as to the construction of a penal statute should be resolved in favour of the subject, their Lordships hold that the Second document is in no way affected by the provisions of the 1943 Order.

The result is that when the Sheriff seized the lorries and trailers on the 24th December, 1946, the appellants had a valid legal mortgage thereon. Counsel for Azar rightly conceded that, if this were so, the charge created by the Second document would have priority over the charge created by the First document, as the appellants obtained the legal estate by the

Second document. Counsel was unable to contend before the Board that the appellants had notice of the First document, in view of concurrent findings of fact to the contrary effect in the Courts of West Africa.

The appellants' next contention was that on the 17th or 18th December, 1946, they effectively took possession of all the lorries and trailers not included in the interim attachment of the 14th December, and that they were entitled so to do by virtue of clause (3) of the Second document. The words in clause (3) on which counsel for the appellants relied were:—

> "In case the Borrower shall make default in . . . the performance of any agreement contained herein and necessary for maintaining this security."

Counsel contended that by giving Azar a dishonoured cheque for the instalment of £400 which fell due under the First document on the 30th November, 1946, the Debtor had broken an agreement which was to be implied by reason of the terms of the Second document, *viz.*, that the Borrower would not do any act which would impair or render useless the power to seize contained in clause (3) of the Second document. Thereupon, said counsel, the appellants' power to seize arose.

In their Lordships' view there is no substance in this argument. They incline to think that the acts done by the appellants on the 17th or 18th December fell short of taking possession of the lorries and trailers, but even if possession was taken, no event had occurred to justify it. Counsel's argument gives no effect at all to the words "contained herein" in clause (3) of the Second document. There is a clear contrast between express terms which are "contained in" a document and implied terms, which are not contained in the document, but are to be implied by reason of something contained in the document. Counsel entirely failed to prove any breach by the Borrower prior to the 17th December, 1946, of any agreement "contained in" the document. There are other reasons why his argument on this point must fail, but their Lordships will refrain from elaborating upon a matter which seems to them plain.

It was next contended for the appellants that even if the Debtor was in possession of the lorries and trailers on the 24th December, 1946, he was in possession "not on his own account or as his own property but on account of or on trust for" the appellants, within the meaning of Order 44, Rule 25, already quoted. This argument also must be rejected. A mortgagor in possession of motor vehicles is not a trustee thereof for the mortgagees, nor, if he uses the vehicles for profit, is he bound to account to the mortgagees. Their Lordships were informed at the hearing that some or all of the vehicles in question have been sold, and they think the most convenient course would be to make the first four declarations set out hereafter, giving leave to any party to apply in the Supreme Court of the Gold Coast for the appropriate orders on the footing of these declarations.

There remains only the question whether the appellants had a valid equitable mortgage on Plot 571 at the relevant date, or whether the Undertaking was ineffective at the relevant date, by reason of section 22 (1) and (2) of the Kumasi Lands Ordinance 1943. Their Lordships have no doubt that the latter is the correct view. The Undertaking was an equitable mortgage of land, and it is not disputed that Plot 571 was "land vested in the Asantahene" under the provisions of the Kumasi Lands Ordinance 1943. This equitable mortgage was not registered, at any material time, in accordance with section 22 of that Ordinance. Accordingly it was of no effect at any material time, by reason of the provisions of the same section. Counsel for the appellants sought to escape from this difficulty by an argument on the following lines. They said truly that the bank's equitable mortgage was registered in accordance with the section and they contended that on paying off the bank the appellants "stood in the shoes of the bank" and were entitled to the benefit of the bank's registered equitable mortgage. To this there are two answers, each of which is fatal to the appellants. In the first place, their Lordships can feel no doubt that the Debtor and the appellants both

intended the Undertaking, and the deposit of deeds pursuant thereto, to be the only security for the debt. The bank's security consisted simply in the deposit of deeds. Once the overdraft had been paid off and the deeds had been handed over the result was that the only security for payment of the debt owing to the appellants was the Undertaking, and the deposit of deeds pursuant thereto, and this was plainly the result intended by the parties. In the second place, even if the bank's security could be said to have remained on foot for the benefit of the appellants until the 17th December, it clearly ceased to have any existence on that date. According to the evidence of the bank manager, which was not contradicted, the Commissioner of Lands was informed on the 17th December, 1946, that the bank's charge had been paid off. Thereupon the registration of the bank's mortgage would be vacated. Thus it had ceased to have any existence before the 24th December, 1946, which is the relevant date.

For these reasons their Lordships will humbly advise Her Majesty that an Order should be made in the following terms :—

" Declare

(1) that the Second document was not a purchase or sale of used motor vehicles within the meaning of the 1943 Order as amended by the 1944 Order ;

(2) that the appellants' right to seize and take possession of the lorries and trailers mortgaged by the Second document had not arisen when they purported to exercise it on the 17th or 18th December, 1946 ;

(3) that on the 24th December, 1946, the lorries and trailers mortgaged to the appellants by the Second document were not in the possession of Moukarzel " on account of or in trust for " the appellants, but the said lorries and trailers could only be sold subject to the rights of the appellants as mortgagees under the Second document ;

(4) that as against the respondent Azar the appellants are entitled to be treated as first mortgagees of the said lorries and trailers ;

(5) that the appellants had no effective mortgage or charge on plot 571 Old Town Section " B " Kumasi on the 24th December, 1946 ;

Each party to these consolidated appeals has liberty to apply to the Supreme Court of the Gold Coast for such Order or Orders as may be appropriate on the footing of the above declarations."

Each of the parties must pay his own costs here and in the Courts of West Africa.

(17553) Wt. 8096—1 110 12/52 D.L./Pl/3

In the Privy Council

F. & M. KHOURY

v.

PHILIP SAID AZAR

SAME

v.

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K. MASSOUD & SONS

DELIVERED BY

LORD MORTON OF HENRYTON

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