

19/79

No.42 of 1977

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 :

MILDRED PARRIS

Appellant

- and -

SOOKDAYAH DOOKIE

Respondent

RECORD OF PROCEEDINGS

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FROM THE COURT OF APPEAL OF TRINIDAD AND TOBAGO

B E T W E E N :

MILDRED PARRIS

Appellant

- and -

SOOKDAYAH DOOKIE

Respondent

RECORD OF PROCEEDINGS

10

No.1

In the
High Court

WRIT OF SUMMONS

No.1
Writ of
Summons

TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

24th April
1967

No.921 of 1967

BETWEEN

SOOKDAYAH DOOKIE
of the Eastern Main Road, D'Abadie
Plaintiff

AND

MILDRED PARRIS
of the Eastern Main Road, D'Abadie
Defendant

20

ELIZABETH THE SECOND, by the Grace of
God of the United Kingdom of Great
Britain and Northern Ireland and of
Her other Realms and Territories, Queen,

In the
High Court

No.1
Writ of
Summons

24th April
1967
(cont'd)

Head of the Commonwealth, Defender of
the Faith.

TO Mildred Parris
Eastern Main Road,
D'Abadie.

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

SOOKDAYAH DOOKIE

10

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, Q.C.
Chief Justice of our said Court at Port-of-Spain,
in the said Island of Trinidad, this 24th day of
May, 1967.

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.

20

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 plaintiff's claim is for :-

1. A declaration that the plaintiff is the owner
in fee simple of All and Singular those freehold
premises situate at D'Abadie Village, in the Ward
of Tacarigua, in the Island of Trinidad,
comprising ONE LOT more or less sometimes described
as measuring 45 feet from West to East on the
Northern and Southern boundary lines but found
by recent measurement to be 71 feet on the
Northern boundary and 81 feet on the Southern
boundary and also sometimes described
as measuring 155 feet from North to South on the
Eastern and Western boundary lines but found by
recent measurement to be 175 feet.

30

40

2. An injunction restraining the defendant, her

servants and/or agents or any of them from trespassing on the said parcel of land or otherwise interfering with the plaintiff's use and occupation of the said parcel of land.

- 3. Damages for trespass.
- 4. Costs.
- 5. Such other relief as the nature of the case may require.

In the
High Court

No.1
Writ of
Summons

24th April
1967
(cont'd)

10 This Writ was issued by MESSRS. T. MALCOLM MILNE & CO. whose address for service is No.32 St. Vincent Street, Port-of-Spain, Trinidad, Solicitor for the said Plaintiff who reside at

Sgd. T.M. MILNE & CO.
Plaintiff's Solicitors.

20 This Writ was served by me at-----
on the Defendant-----
on-----the-----day of-----
19
Indorsed the----- day of-----
19

(Signed)-----
(Address)-----

In the
High Court

No.2
Statement
of Claim

11th March
1968

No. 2

STATEMENT OF CLAIM

TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

No.921 of 1967

BETWEEN

SOOKDAYAH DOOKIE Plaintiff

AND

MILDRED PARRIS Defendant

STATEMENT OF CLAIM

10

1. The Plaintiff is the fee simple owner and in possession of ALL AND SINGULAR that parcel of land (hereinafter referred to as "the said parcel of land") situate at D'Abadie in the Ward of Tacarigua and more particularly described in the endorsement on the Writ of Summons herein and in the deed registered as No.3967 of 1967 and shown as the western portion (including the hatched portion) of the parcel of land on the survey plan dated the 28th day of December, 1967, hereto annexed and marked "A". The said parcel of land is described on the said plan as being bounded on the north by the Eastern Main Road, on the South by lands of Nathaniel Haynes, on the East by lands of Mildred Parris and on the West by lands of the heirs of Edward Dookie.

20

2. The Defendant is the owner and/or occupier of a parcel of land abutting the said parcel of land on the eastern side as shown on the said plan.

3. On or about the 24th day of March, 1967, the Defendant her servants and/or agents or workmen wrongfully entered upon the said parcel of land, demolished the Plaintiff's wire fence along the eastern boundary thereof, damaged and/or destroyed the Plaintiff's crops and fruit trees thereon and

30

erected a wire fence some 7 feet within and along the eastern boundary of the said parcel of land.

In the
High Court

No.2
Statement
of Claim

11th March
1968
(cont'd)

10

4. Since the said 24th day of March, 1967, the Defendant, her servants and/or agents or workmen have frequently trespassed upon the said parcel of land and now wrongfully claims to be the owner of a portion thereof along the eastern boundary line measuring 6.8 feet and 7.4 feet along the northern and southern boundary lines respectively and 173.8 feet and 172.6 feet respectively along the western and eastern boundary lines and which portion is shown hatched on the said plan.

5. By reason of the matters aforesaid the Plaintiff has been put to expense and has suffered loss and damage.

PARTICULARS OF SPECIAL DAMAGE:

20

- | | | |
|-----|--|--------|
| (a) | 3 Papaw trees claimed by the Defendant at \$10.00 each | 30.000 |
| (b) | 24 Anthurium Lillies, all claimed and some damaged by the Defendant at \$5.00 each | 120.00 |
| (c) | 1 Soursop tree Claimed by the Defendant | 10.00 |
| (d) | 8 Banana Stools, all claimed and damaged by the Defendant, at \$5.00 each | 40.00 |
| 30 | (e) | |
| | 3 Cedar plants, all claimed and damaged by the Defendant, at \$1.00 each | 3.00 |
| | (f) | |
| | 3 Pepper trees, all claimed and damaged by the Defendant, at \$2.00 each | 6.00 |
| | (g) | |
| | 3 Rose trees, all claimed and damaged by the Defendant, at \$2.50 each | 7.50 |
| | (h) | |
| | 1 Bread-nut tree, claimed and damaged by the Defendant | 10.00 |

In the
High Court
No.2
Statement
of Claim
11th March
1968
(cont'd)

(i)	1 Calabash tree with orchids, claimed and damaged by the Defendant	100.00
(j)	6 Chickens lost, at \$5.00 each	30.00
(k)	1 Julie mango tree bearing fruit, claimed and damaged by the Defendant	14.00
(l)	1 Bathroom demolished	40.00
		<u>\$410.50</u>

6. The Defendant has threatened and intends to repeat and continue the acts of trespass hereinbefore complained of unless restrained from so doing. 10

AND the Plaintiff claims :-

- i. A declaration that the plaintiff is the fee simple owner of the said parcel of land;
- ii. A declaration that the portion of land shown hatched on the said plan forms part of the said parcel of land;
- iii. An order requiring the Defendant to pull down and remove the wire fence which she wrongfully erected on the said parcel of land; 20
- iv. An injunction restraining the Defendant her servants and/or agents or workmen (and each and every of them) from entering or remaining on the said parcel of land or any portion thereof or from interfering in any other way with the Plaintiff's occupation and enjoyment of the same; 30
- v. Costs;
- vi. Such further and/or other relief as the nature of the case may require.

Sonny G.Maharaj,
Of Counsel.

Delivered this 11th day of March, 1968, by

Messrs. T.Malcolm Milne & Co. of No.32
St.Vincent Street, Port-of-Spain, Solicitors
for the Plaintiff.

Sgd. T.M.Milne & Co.
Plaintiff's Solicitors.

To: Messrs. Wong and Sanguinette of No.28
St.Vincent Street, Port-of-Spain,
Solicitors for the Defendant.

10

We hereby accept delivery of the
Statement of Claim although the time limited
for so doing has expired.

Defendant's Solicitors.

In the
High Court

No.2
Statement
of Claim

11th March
1968
(cont'd)

No. 3

DEFENCE AND COUNTERCLAIM

No.3
Defence and
Counterclaim

8th May 1968

TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

No. 921 of 1967

Between

SOOKDAYAH DOOKIE Plaintiff

And

MILDRED PARRIS Defendant

20

DEFENCE

1. The Defendant denies that the land shown
as the hatched portion of the said parcel of
land on the survey plan referred to in
paragraph 1 of the Statement of Claim has at
any time formed part of the lands owned by the
Plaintiff.

In the
High Court

No.3
Defence and
Counterclaim
8th May 1968
(cont'd)

2. The Defendant is the fee simple owner in possession of ALL AND SINGULAR that parcel of land (hereinafter referred to as "the Defendant's land") situate at D'Abadie in the Ward of Tacarigua and more particularly described in the deed registered as No.9474 of 1963 and shown as the Eastern portion (including the hatched portion referred to in the Statement of Claim) marked pink on the survey plan dated the 14th March 1967 hereto attached and marked "A". The said land described on the said plan as being bounded on the North by the Eastern Main Road on the South by lands of Nathaniel Haynes on the East by lands of E. Kong and on the West by lands of Edward Dookie.

10

3. Alternatively the Defendant and her predecessors in title have always been in exclusive and undisturbed possession of the said hatched portion of land referred to in the Statement of Claim and will rely upon the provisions of the Real Property Limitations Ordinance Ch.5 No.6.

20

4. The Defendant denies that she or her servant or agent entered on the Plaintiff's land on the 24th March, 1967 as alleged or at all or committed or threatened to commit any wrongful acts of trespass as alleged or at all.

5. The Defendant admits that between March, 1967 and April, 1967 she erected a wire fence on the hatched portion of the said parcel of land but denies that she did so wrongfully. The said fence was and is on the Defendant's land as described in paragraph 2 and 3 herein and not on the Plaintiff's land.

30

6. The Defendant admits that on or about the same time mentioned in the Statement of Claim she entered the hatched portion of the said land and demolished a fence but denies that she did so wrongfully. The said fence was on the Defendant's land as described in paragraph 2 and 3 herein and not on the Plaintiff's land.

40

7. The Defendant denies that she damaged or destroyed the Plaintiff's crops or trees. If (which is not admitted) the Defendant damaged or destroyed any crops or trees these were on

the Defendant's land and not upon the Plaintiff's.

In the
High Court

8. Save as to any admissions expressly made herein the Defendant denies each and every allegation and/or implication of fact as if the same were herein set out and denied seriatim.

No.3
Defence and
Counterclaim
8th May 1968
(cont'd)

AND BY WAY OF COUNTERCLAIM

10 9. The Defendant repeats paragraphs 2 and 3 of the Defence and states that some time in 1960 the Plaintiff wrongfully entered upon the Defendant's land and erected a drain which wrongfully continues to remain thereon.

20 10. Further the Plaintiff some time on or about the 23rd January, 1967 wrongfully entered on the Defendant's land and erected a fence and again between 24th March and the month of April, 1967 wrongfully entered the said land and broke down the Defendant's fence.

AND the Defendant counterclaims:

(a) A declaration that she is the owner of the lands mentioned in paragraphs 2 and 3 hereof.

(b) Damages for trespass.

G.E. Wellington
Of Counsel

30 DELIVERED this 8th day of May, 1968,
by Messrs. Wong & Sanguinette of No.28
St.Vincent Street, Port of Spain, Solicitors
for the Defendant.

Sgd. Wong & Sanguinette
Defendant's Solicitors.

TO: Messrs. T.Malcolm Milne & Co.,
32 St.Vincent Street,
Port of Spain,
Plaintiff's Solicitors

In the
High Court

No. 3
Defence and
Counterclaim
8th May 1968
(cont'd)

WE hereby accept delivery of the within
Defence although the time for so doing has
expired.

Sgd. T.M.Milne & Co.
Plaintiff's Solicitors.

No. 4
Reply and
Defence to
Counterclaim
7th June 1968

No. 4
REPLY AND DEFENCE TO
COUNTERCLAIM

TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

No. 921 of 1967.

10

BETWEEN

SOOKDAYA DOOKIE

Plaintiff

AND

MILDRED PARRIS

Defendant

R E P L Y

1. Save insofar as the same consists of
admissions the Plaintiff joins issue with the
Defendant upon her Defence.

AND BY WAY OF DEFENCE TO COUNTERCLAIM

2. The Plaintiff denies that the portion of
land shown hatched on the plan annexed to the

20

Statement of Claim and marked "A" forms part of any lands belonging to the Defendant as alleged or at all.

In the
High Court

No.4
Reply and
Defence to
Counterclaim

7th June 1968
(cont'd)

10 3. Save for the wrongful acts complained of, the plaintiff denies that the Defendant is or has ever been either by herself or her predecessors in title in possession of the said portion of land shown hatched on the said plan either as alleged in paragraph 3 of the Defence or at all.

20 4. If the said portion of land shown hatched on the said plan forms part of any lands belonging to the Defendant (which the Plaintiff repeats that she denies) the Plaintiff says that she and her predecessors in title have been in exclusive and undisturbed possession of the same for more than 16 years next before the commencement of the Defendant's claim herein and accordingly the Defendant's title thereto (if any) has been extinguished by virtue of the provisions of the Real Property Limitations, Cap. 5 No.6.

5. The Plaintiff denies that she entered upon or dug any drain or erected any fence or broke down any fence on any lands belonging to the Defendant as alleged or at all.

30 6. Save as herein expressly admitted the Plaintiff denies each and every allegation and/or implication of fact in the counterclaim contained as if the same were herein specifically set forth and traversed seriatim.

S.G.Maharaj
Of Counsel

40 DELIVERED this 7th day of June, 1968 by
Messrs. T. Malcom Milne & Co. of No.32
St.Vincent Street, Port-of-Spain, Solicitors
for the Plaintiff.

Sgd. T.M.Milne & Co.
Plaintiff's Solicitors

TO: MESSRS. WONG & SANGUINETTE
28 ST. VINCENT STREET, PORT OF SPAIN
SOLICITORS FOR THE DEFENDANT.

In the
High Court

No.5
Judge's
Notes of
Evidence

No. 5

JUDGE'S NOTES OF EVIDENCE

TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

No.921 of 1967

BETWEEN

SOOKDAYAH DOOKIE

Plaintiff

AND

MILDRED PARRIS

Defendant

Before the Honourable

Mr. Justice C.E. Achong

10

Maharaj for Plaintiff
Hamel-Smith for Defendant

JUDGE'S NOTES OF EVIDENCE

PHILLIP DOUGLIN, sworn states :

Flamboyant Avenue, Diego Martin. Licensed Land Surveyor, Private Practice. 22 years. Practising in Trinidad. I know Plaintiff. In 1967 she retained services to carry out survey. Late November 1967 I went to parcel of land, Eastern Main Road, D'Abadie, south side of Eastern Main Road in village of D'Abadie. On 8th December, 1967 I concluded survey. I gave instructions to Plaintiff to notify neighbours on 8th December, 1967 I had in my possession copy of Deed 3967 of 1967, not certified copy. This is Deed 3967 of 1967. Document not certified copy of Deed put in and marked "P.D.1") Document I had in my possession was copy of "P.D.1". Date of Deed 21st April, 1967. I had copies of plans done by Mr. Murray & Mr. Merit, who had done previous surveys. Murray's survey was in March, 1967 and Merit's survey signed 9th November, 1957. I had looked at Deed 9474 of 1963.

20

30

Defendant's Deed (Certified copy 9474/63
put in and marked "P.D.2"). (Copy of
Murray's plan put in and marked "P.D.3").

In the
High Court

No.5
Judge's
Notes of
Evidence
(cont'd)

10 I later prepared plan of survey I carried
out on 8th December, 1967. This is copy of
plan (Put in and marked "P.D.4"). Parcel of
land surveyed by me is shown in "P.D.3" to
west of parcel therein coloured portion and
surveyed by Murray * portion shown in
"P.D.4" is disputed strip. I started survey
from point marked "Iron Put" west of land
along the Eastern Main Road. I also put iron
at North West corner of parcel of land I
surveyed. I proceeded eastwards along southern
line of Eastern Main Road to "B" in "P.D.4"
where I found King post. This holds up wire.
Wire attached to "B" facing East and South
Wire fence shown in "P.D.4". There was also
20 wire fence running from "B" along western
boundary of shaded section right down to K.P.
on southern line marked "A". There I also
found facing left of entire survey. Points
"B" and "A" are shown in "P.D.3" as North
and South * of western boundary.
I did not put any surveyor's irons I fixed
wooden pegs used as temporary marks. Along
north boundary line I went further east
toward north east corner of Defendant's land
where I placed wooden peg. I found nothing
30 at north eastern corner of * portion.
I also found nothing at South eastern corner
of * portion. I found drain
beginning about 3/4 of way down running south
in same direction as boundary line and also
line. I was told something about drain by
Plaintiff. Defendant was present at survey.
Defendant was present when Plaintiff said
north eastern corner of * area
and used for her northern boundary and of her
40 entire boundary. She said there was a
galvanised wire fence on the northern *
and since the Defendant came into possession
of land she had put up a wire fence along the
east boundary line of * area. When
I surveyed no trace of any wire or galvanised
wire fence along that line. Plaintiff said
Defendant had broken down fence after Murray
survey. Along the eastern edge of *
portion in "P.D.4" as shown in "P.D.3" by wire

* Indecipherable.

In the
High Court

No.5
Judge's
Notes of
Evidence
(cont'd)

fence. North east corner of * area
was pointed out to me by Plaintiff as the
north eastern corner of her holding. I saw
nothing at that spot. I got alignment for
drain at bottom of land and in following line
to northern line I came to cesspit pointed
out by Plaintiff who said that was where she
always occupied. She pointed out spot where
galvanised fence * Same spot there

* and her north east corner. 10
Pipe found on "P.D.4" all corresponded with
point marked and pointed out in "P.D.4". I
went further west and found * and
* Rayo 6' * I don't
recall anything between Parris and Kong.
Nathaniel Haynes was present. I went west along
south boundary of Plaintiff's land and found
* * I found Julie mango tree,
bed of anthurium lillies, bath house (out house
with shower without roof) 20

B - A * bath house. Only
2' x 4' of bath house * plum tree,
7' down * cedar stump and 30'
* another cedar stump. Plaintiff
spoke to me about these things. She claimed all
those are hers, mango tree, cedar trees,
anthurium lillies all planted by her and *
by her. In the schedule to "P.D.1" noted to be
occupied by E. Kong. * there is
more likelihood of dispute about ownership. 30

PHILLIP DOUGLIN, sworn states:

Wooden pegs put there by some competent
person * irons should have been.
Surveyor's marks of temporary nature. Rayo
(Dragon's Blood) used in olden days by surveyors
and owners to describe boundaries. That copy
of * plan referred to land of
hers of Edward Dookie north of Plaintiff's land.
Customary for draughtsman to prepare plan-though
some surveyors do that now - then surveyor checks 40
and certifies plan.

Cross-examined by Hamel-Smith

I had copy of Plaintiff's deed "P.D.1" at
time of survey, not base of survey. Area

* Indecipherable.

described in schedule - what I was asked to
survey. * 21st April,
1967 measurement there set out approx 45'
on N and S boundaries and 135' approx. on
E and W boundaries. I would expect *
such a description * measurements
to be within a few feet of description but
from my experience deeds differ entirely from
what is on the ground. I read deed by which
10 Plaintiff acquired land. I see deed 381/1954.
Description of land there conveyed same as
in "P.D.1" certified copy of 381/1954 put
in and marked "P.D.5". I see deed 1770/1918
for parcel of land therein described same
as described in "P.D.1" and "P.D.5" (Certified
copy put in and marked "P.D.6") (By consent
deed 6814 of 1957 put in and marked "P.D.7"
Description of parcel of land therein
20 contained same as that in "P.D.1". I carried
out survey to mark out lot of land as
described in "P.D.1". Murray surveyed in
March, 1967. I also had with me survey by
Merit in October, 1957 (witness shown "P.D.3")
There is similarity in "P.D.3" shown by *
I saw similarity, I know that parcel of land
west of Plaintiff's parcel belonged to Dookie
family. Don't know if same person is Edward
Dookie shown in "P.D.3". I don't know when
Edward Dookie died. I don't know what dotted
30 line on western side of "P.D.3" means. I
don't recall if Plaintiff told me land to west
of her holding and hers belonged to same family.
I follow instructions of * in survey.
If I am conducting survey of a parcel of land
belonging to a * and a line
through some * and am requested
to shift line then I would shift it. Plaintiff
said she was present for Murray's survey but
I don't recall if she said she was present
40 for Merit's survey.

I asked Plaintiff to give notice to
neighbours, I did not myself give notice. I
did not go there day before and speak to
Plaintiff in presence of * I
can't say that no * for survey.
I did not go to her on day before survey to
certify survey. I went to Mrs. Dookie 2 days
before survey. It may have been then I saw
Parris. I don't remember any one else being
50 there. I might have said I was coming there in

* Indecipherable

In the
High Court

No.5
Judge's
Notes of
Evidence
(cont'd)

two days time. I don't recall her telling me that she had had no notice of my survey. I don't remember seeing Haynes before survey.

In "P.D.3" northern line cuts through
* would be for all practical
purposes * of Haynes *
Parallel to eastern boundary of Defendant
not parallel to west boundary of parcel marked
Edward Dookie nor to East boundary of
Defendant's parcel. This photostatic copy 10
of Merit's plan (put in and marked "P.D.8").
North East corner of point of land shown in
"P.D.8" is North West corner of parcel of land
surveyed by me shown in "P.D.4" I found
all * I don't know whether there
was original survey on which Merit based survey
Merit could have fiscal (entrench) boundaries
of Dookie's lands on Dookie's instructions.
He could have fixed northeast corner on Dookie's
advice. I was aware at time of survey there 20
was a dispute between parties I don't know
whether it was in court or not. I have not
seen copy of writ or statement of claim. I
was told by Plaintiff north boundary of land
was 71', that south boundary was 81' and that
east and west boundary was over 175'. She
showed me

*

I asked for information and got it. I
had copies of plans and deed. Plans showed 30
marked discrepancies between measurements
therein set out and described in deed. Plaintiff
said where iron fixed in north west corner shown
in "P.D.4" was her boundary.

I don't know Defendant's husband. I don't
know Haynes was present at survey, Mrs. Parris
was there. I was aware of dispute before survey.
I can't say if Defendant and/or Haynes heard
anything Plaintiff told me. They were present
while survey was carried out. Defendant may 40
not have been within hearing at all times when
Plaintiff spoke to me about beds, drains, fences,
etc. I don't remember when Haynes came on the
scene. I don't remember asking him what he came
for. I did speak to Haynes. He was present when
I was running boundary line between *

* Indecipherable

land and his. I did not ask him if he had no work to do. I saw no concrete drain on land. Drain shown to me in "P.D.4" was dirt drain. I was shown one drain.

In the
High Court

No.5
Judge's
Notes of
Evidence

(cont'd)

Re-examined

10 Plaintiff pointed out to me eastern boundary. Eastern line of * portion in "P.D.4". I had requested that Haynes be present. I spoke to Haynes, he agreed to north west and north east marks of his holding.

Witness for Defendant: (By consent Murray allowed to give evidence at this stage).

LANCE HAMILTON MURRAY, sworn states:

20 Licensed Surveyor, 8 Scott Street, St. Clair. I know Defendant. I know Plaintiff. I surveyed parcel of land for Defendant "P.D.3" is plan of survey. At that time I had in my possession "P.D.8". My recollection is I did survey on 10th March, 1967. At time of survey parcel of land claimed by Plaintiff and lands north thereto owned by same person. At my survey Defendant was present. Haynes was present. Edward Dookie was ill in bed. Plaintiff was around and I believe one of her sons. Mr. Fitzroy Gilkes also present. North east, south west and north west corner of Nathaniel Haynes pointed out by Haynes, no dispute or query by Dookie or Parris. 30 In fixing boundary line between Edward Dookie and Parris I was shown by Parris and Gilkes, Parris' uncle, two cedar stumps and mango tree and they claimed cedar stumps as stumps of hers belonging to Parris or her predecessors in title. I was told mango tree on Parris land. I was shown by Mrs. Dookie a fence 6 - 7 feet east of line of cedar stumps claimed as boundary of Edward Dookie. Line 40 of cedar stumps went through existing bath house claimed by Dookie. I fixed bearing of line of cedar stumps to be very close to bearing of Nathaniel Haynes western boundary line. This struck me forcibly because I was told by Haynes and Parris on spot that during Merit survey he had produced this line towards

* Indecipherable

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Eastern Main Road but it had gone through
Dookie's * he had shifted
line to portion shown in plan. I subsequently
made rounds to find evidence as to original
fix for that line - western boundary of
Edward Dookie and eastern of Haynes under
* and could find none. I saw
copy of "P.D.7" describe Edward Dookie's land
as 45' wide and 135' in length. Seeing that
and boundary as claimed by Dookie to be 48.5', 10
I attempted to see what position would be at
north but could find nothing substantial to
(fix) 45' in. Great discrepancy of some 40'
in depth measurement. I examined deed "P.D.5"
it gave similar boundaries and description.
I also saw "P.D.6" same description, same
parcel of land. Mrs. Dookie was present at
survey. For approximate measurements I would
expect actual measurement to be within a foot
on flat land. I found Dookie's south boundary 20
to be 48.5 extension of Hayne's western
boundary to eastern Main Road would be about
same distance as Plaintiff's southern boundary.
I did see iron put by Merit as shown in "P.D.4".
I found iron at north west corner of Dookie's
holding. Broken line would have gone through
house I saw there. Cedar stump on boundary
of land claimed by Parris and would be if
Plaintiff's land measured 48'.

Cross-examined by Maharaj

No plans * 30
In practice one finds great discrepancies in
measurements in deeds. In "P.D.4" I see marked
pegs found there correspond to *
"iron put" in "P.D.3". Piece of land in dispute.
I would have put pegs in first plan. Pegs of
land in dispute. I would have put pegs in first
plan. Pegs were put in first plan and irons
intended to be put subsequently. Survey on
10th March, 1967 I did not return afterwards.
I did see wire fence on land shown in "P.D.3" 40
* I don't recall seeing
drain. I can't say * I saw
fence along line, trees, stumps, all north of
fence. Measurements of bath house: 4' x 6' or
3' x 6' running east to west. I remember
Plaintiff saying that fence as her boundary but

* Indecipherable

I don't recall her saying it was there for
over 20 years though she may have said so.
I am more inclined to think she did not say
so because it would have meant something to
me. I took it for granted she would claim
anything west of fence. I did not ask
Plaintiff how long fence was there. I
recall Defendant saying fence there 7 years.
"P.D.2" shows no measurement in description.
10 I only surveyed Defendant's land. *
could have been survey. House shown in
"P.D.3" was old house. I can't say if
Plaintiff occupied lands west of house shown.
One cedar stump 9 feet from southern
* stump about 3 feet in
diameter. I would put age *
at 10 years at least. Was told stump
* by Parris who made *

20 My recollection is that they had planted
cedar trees. Defendant pointed out her
land * on plan. Plaintiff
also showed me her line which is shown in
"P.D.3" by broken line. Defendant told me
that strip marked and occupied by E. Kong
was her land now occupied by Kong. I found
Rayo and iron at * of that
area. I did not include that area in survey.
Bath made of hollow clay blocks and galvanise
roof. Plaintiff said it was her bath.

30 Not re-examined

To Court: No real difference between "P.D.3"
and "P.D.4" substantially they are the same.

To Maharaj with leave

I recall telling Parris she might have
to interfere with fence I saw there because
line I fixed is to her western boundary.

*

SOOKDAYAH DOOKIE, sworn states:

40 Eastern Main Road, D'Abadie. 57 years old.
1967 I became owner of parcel of land by "P.D.1".
Before I got deed I was in occupation of land

* Indecipherable

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about 38 years. I got married and went there to live. There was house on the land when I went there to live. House still there. I am still living in that house. I lived in house with my eight children Husband was Joseph Dookie. He died about 12 years ago. East side of parcel of land had a galvanised paling along half the boundary from the Eastern Main Road up to a bath room and on the other side was a drain going to boundary of Mr. Haynes. Husband put up galvanised paling about 3 years after I got married. I got married in 1934. Husband and I met little drain there before. In 1967 Murray carried out survey, there was a wire fence along drain running from bath room * to galvanize paling up to Mr. Haynes boundary. Mrs. Parris put that wire fence there when she came there to live in her house about 8 years ago. Mrs. Parris * put up fence. Her husband, her * put up wire fence. There is a strip of land in dispute now. On that strip survey found mango tree. I planted mango tree before husband died. About 4 years before husband died. I reaped mangoes from tree. Surveyors found bathroom partly on my land and partly on disputed strip. Husband and I put bathroom there, built of hollow clay blocks about 6 years before husband died. Before that bathroom built there was a galvanize bathroom on that spot. Plum tree in strip was planted by me about 1 year after husband died. I picked plums. Surveyors found cedar stump. Husband and I cut cedar tree and cut them in boards at saw mill in D'Abadie. When I went to live there I met trees there. Defendant removed wire and galvanized paling some time in March, 1967. She then erected a wire fence. Douglin saw it. Defendant broke down half the bathroom. She trimmed branches off mango tree, mango tree now dead. A couple months ago. I don't know what killed it. In strip of land I had banana stools. Parris cut them down. I had 3 or 4 pepper trees, Parris cut them down. 3 pawpaw trees, Parris cut them down. 2 cherry and 1 * I reaped from these trees. One soursop tree, small tree, Parris cut it down. 3 small cedar plants about 4'6" tall, Parris

* Indecipherable

cut them down. 1 calabash tree with
anthurium and orchids, Parris cut down
all. 2 or 3 rose trees, Parris cut them
down. I had chickens roosted in plum tree.
When Parris put up fence some went astray,
about 8, I never got them back. My son and
Edward Brathwaite made a note of what was
destroyed.

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10 Before Parris built her house on her
land it was empty piece of land. Land had
some orange trees, lime trees and a bread-
fruit tree on land. I don't know who planted
those things. Douglin surveyed my land in
December, 1967. I pointed out east boundary
to him. I bought parcel of land from
Edward Dookie. I never had dispute with
anyone over boundary line after Mrs. Parris
when Murray was carrying out survey,
20 Defendant's son was there *

(By consent 2 letters put in: dated 22nd
March, 1967 and 30th March, 1967, S.D.1 and
S.D.2).

I did not put any drain on land in 1960.
In 1967 I did not go on any part of Defendant's
land and erect a fence. I never broke down
any fence belonging to Defendant.

Cross-examined by Mr. Hamel-Smith

30 I purchased a lot of land in April,
1967 from Edward Dookie. He owned other
lands adjoining my land. Was not his tenant.
Edward Dookie was my husband's brother.
Husband had no permission from Dookie to remain
on land. Edward Dookie owned land before I
bought it. Husband took me to live there
when we got married. House we lived in was
given to my husband by his grandmother. Husband
left no will. When I bought land Parris had
40 already moved fence. I know Mrs. Parris'
uncle, Mr. Gilkes. He owned land before her.
He planted pines now on land and cultivated
land. I did not open drain. No drain at
any time running from Eastern Main Road to
Haynes holding. There was never any drain
north of the cedar trees running from the

* Indecipherable

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Eastern Main Road to Haynes land. Bath room built before husband died. I did not put it up in 1967, not true that early in 1967 I put up galvanized fence. I don't know whether Parris kept chickens. I don't know what year she built house. She is living on land 8 years now. I don't know Nestor Morris (Nestor Morris called into Court). This is man I know as Cox. I saw Cox working on the house. I don't know his son is son-in-law. I gave permission to builders * water on my land. A garden tap in front of my house. I gave no permission for toilet facilities. They passed at side of canal on Main Road. Galvanized fence was there. No one pointed out boundaries to me. Never any drain between two pieces of land from Eastern Main Road to Haynes' land. There was a drain to the back of land, when surveyors came, iron put there in 1962. No trace of any old drain in 1962 west of cedar stump. I know Mr. Haynes' bathroom was against the galvanized fence. Drain was up against bathroom and Mrs. Parris put fence on the drain and against bathroom on her side of the drain. Fence she put up was mesh-wire. Drain was there long time. Bath water ran into that drain. I did not have 3 men working on drain in 1962. Drain was not dug into Haynes' land. I know Gilkes, Defendant's uncle * land. I did know Defendant using there to help cultivate land. I first saw Parris there when she came to build her house. Defendant and her uncle never reaped fruit from mango tree. Gilkes reaped from his breadfruit and lime trees, one Julie Mango tree on strip of land. I remember Edward Dookie. I don't recall Mrs. Parris * any into land in * with my digging drain and erecting fence. Not true that she built fence in 1967 or that she spoke to me about it. Mrs. Parris did not tell me that she would bring surveyor nor did I tell her land already surveyed. Land I bought was not surveyed by Mr. Merit. Edward Dookie's land had been surveyed by Merit. Dookie, Defendant and Cox never came to me to ask me to take galvanized fence down. Edward Dookie died in June after Murray surveyed.

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* Indecipherable

In March, 1967, Mrs. Parris erected galvanized fence and in March or early April she put a wire fence in line with cedar stump. Never any drain west of cedar stump. I know Haynes, he has land bounded with Dookie for years. I met him there. There is a drain between my land and Parris' land and Haynes' land. Haynes know * land.

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Re-examined

10 I know boundaries of land. I never had any men working on drain running from galvanized fence.

BOYSIE DOOKIE, sworn states:

Son of Plaintiff. Lived at mother's place up to 3 years ago on parcel of land at D'Abadie. Checker with Works Department. 36 years old. Before I left 3 years ago I always lived with her on that parcel of land. I know Eastern boundary of land. In 1967 there was galvanized iron fence from the Eastern Main Road going back and a drain continuing from end of fence along Eastern boundary line. Nothing there apart from drain. I think Parris came there to live about 1964, she put some wire fence from along drain and pinned it on over galvanized iron fence. As far back as I can remember it was there. Drain was there too. I know disputed strip. Mango tree on the strip near iron. So is plum tree, we had banana stools, chataigne tree and other things. In 1967 Defendant broke down galvanize fence and wire fence and put up a new fence. She damaged mango tree. It is still there but damaged. Value \$14.00. As far as I can recollect mango tree was there. After damage I went with Brathwaite to check damage. We had calabash trees with orchids, was taken over by Parris. * and no longer there. Valued about \$100.00. Cedar tree, jack spaniard, brown bee. I had about: 25 stools of anthurium - \$120.00.

*	25 stools of anthurium	*	\$120	*
	1 soursop tree, no longer there, Parris cut it down		\$ 10	

* Indecipherable

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3 pawpaw trees, cut down - \$10 each	\$30
2 or 3 rose trees, destroyed - \$2.50 each	\$ 5
3 cedar plants, \$1.00 each - destroyed	\$ 3
3 pepper trees - \$2.00 each - destroyed	\$ 6
Fowls roosting in plum tree, when strip taken, fowls went away 5 at \$5.00 each	\$25
1 Breadnut tree, cut down, 10' tall	\$10
8 banana stools, \$8.00 each	\$64

10

Bathroom was there, demolished when
running fence made of concrete blocks. \$40.00
bathroom was put thereabout 1958. Father died
around 1961. Before 1958 there was a galvanized
bathroom there. I don't know when galvanized
bathroom * * Always
know it there. Bathroom cut in two, shower
on our side.

20

Cross-examined by Hamel-Smith

I know Mr. Haynes' land adjoining my
mother's and Parris' land. It could be 1963,
she had been living for about a year. Building
commenced by Cox assisted by Parris' son.
They got water from us. No toilet facilities.
Galvanized fence was there when house was being
built. Fence about 5 to 6 feet from where house
was being built. Not true too that galvanized
fence was put up in 1967. Never any drain from
Main Road to Haynes' land. Such a drain was the
boundary between land. I know cedar stump.
No drain west of cedar stump. Drain I speak
about was one which there was from bathroom to
Haynes' land. Not put in when we built brick
bathroom. I am 36 years old. In 1962 we did not
work on that drain. Father alive when brick

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* Indecipherable

bathroom built. Father died in 1961. Never
any drain west of cedar stump. Edward Dookie
was my uncle. He owned land mother bought.
Mrs. Parris kept fowls. I know she put wire
fence * as galvanize fence and
kept her fowls inside that. She had an area
barred with wire. I knew her uncle George
Gilkes. He owned lands occupied by Defendant.
From time I know land there were big trees
on land, breadfruit, coconut, avocado, mango,
can't remember limes or mangoes. No bananas.
I used to see him brush and cutlass land and
pick fruits. Partial drain always there. I
believe when mother bought land Mrs. Parris
had erected fence where it is now.

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Re-examined

Defendant ran wire from galvanized fence
to Haynes' land and across to Mr. Kong's
boundary.

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EDWARD BRATHWAITE, sworn states:

D'Abadie, Mausica Road. Labourer. 70
years old. On 3rd June, 1972. Lived *
* I know Plaintiff. Live
1/4 mile from her. I know her to be living
at D'Abadie for about 38 years. I am always
around her place. Even worked for her at times.
I know Defendant now occupies land east of
Plaintiff's. Before Defendant came to live
there was a galvanized paling between lands
there about 30 years more or less.

30

Cross-examined by Hamel-Smith

I know Mr. Haynes, he has lands adjoining
those of Plaintiff and Defendant. He lives
on his lands. Parris built her house there
about 7 to 8 years. I know Gilkes, her uncle.
I know him * on lands. There
were breadfruit, oranges, limes, coconut trees.
No cedar trees. No papaw trees on that land.
No grapefruit trees. I used to go to Dookie's
land almost every day. From time I know myself
about 60 years I have been going to Dookie's
land. No house on land then. I never know of
any drain as boundary between Dookie's land
and Defendant's land. I know when house Plaintiff

40

* Indecipherable

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lives in was built but I can't remember exactly what year it was. Not Edward Dookie who built * There is a drain on southern side of his boundary between Parris and Dookie. I know galvanized fence there more or less 30 years ago. I know where Haynes' land is but I won't be able to say directly where northern boundary is. That is not the very piece of land I do work on. I know galvanized paling and drain on southern side between Dookie and Parris. I don't know the other boundaries. I know there is a dispute between Plaintiff and respondent. Since fence has been erected there * is dispute but no dispute for the years before. I don't know when Plaintiff bought land. I know Edward Dookie owned land. I know also trees * there, as far as I know they were on Dookie's land. I don't know who planted them. I know trees there a number of years. Roughly 40 years or more. I don't know cedar trees formed boundary line between Plaintiff's and Defendant's lands. When I first saw trees they were fully grown. I have no idea how old they then were. Drain I speak of is more than 10 years old. I don't know whose drain * from. I know brick bathroom in lands. I know brick bathroom there around 18 - 20 years, could have been about 14 years ago. Cedar trees over in line with boundary always on Dookie's land.

CASE FOR THE PLAINTIFF

MILDRED PARRIS, sworn states:

Eastern Main Road, D'Abadie. Acquired lands I live on from Fitzroy Gilkes. I have known that parcel since 1918 - 1919. I am now 62. I have house on that land. Started to build house around 1962, moved into it in 1963. No house on land prior to my building house there. I acquired land in 1963, July. "P.D.2" is deed of purchase. Visited land before I built house. As a child I used to help plant. On land, bananas, coconuts, breadfruit, mangoes, lime trees, avocado trees, and 3 cedar trees. Cedar trees planted by uncle, George Gilkes, around 1923. Stump now on land * from trees uncle planted. Boundary between our land and land claimed by Plaintiff was a drain to west

* Indecipherable

of cedar trees, from Eastern Main Road to Haynes' land. Not any drain to cedar trees. About a yard from stump. I have known drain to be there since 1919. Prior to my building the fence dividing my lands from Plaintiff's land up to time of building drain * boundary. Galvanized fence put up on 23rd January, 1967. Up to that time nothing between lands but drain. At time of building house

10

* I got permission from Plaintiff to get water from and to use toilet facilities on her land. Cox, Anthony Antoine, and Herman Parris and Dudolph Parris helped in building house. There is now another drain on land. East of old drain and cedar trees. I first saw that drain when I went up to build house in 1962 around August. Prior to 1962 I visited land sometimes once a month, every two weeks. Drain not there in 1961.

20

I keep fowls. I put up a fowl run with wire netting. Cox put it up for me to rear fowls. Fenced my land on 23rd January, 1967. Plaintiff workmen erected a fence. I went and spoke to her and told her not to put anything on my land. She didn't answer. I told her not to do anything until I brought surveyor. She said nothing to that. Cox was with me. I went to owner of land with Cox. I spoke to Dookie and we went back to her, Dookie told her I came to complain, to stop putting it up.

30

She * in and curse. I had land surveyed by Murray in March, 1967. Plaintiff was present, too were Mr. Haynes, and Fitzroy Gilkes, Cox. After survey I removed fence, erected my own fence on 24th March, 1967 and completed it on 12th April, 1967. I removed galvanize on 12th April, on 24th March I erected wire fence. I caused S.D.1 to be written to Dookie. Completed fence ran from Eastern Main Road to Haynes' land. There was a concrete block bathroom across the line. I removed the part east of line and put it on other side, old drain ran from Eastern Main Road to Haynes' land. New fence ran where old drain was. West of Cedar tree. On disputed strip there, about 3 banana trees, 6 anthuriums, nothing else. There was a mango tree on the strip, my uncle planted it. It bore fruit. I picked some of the fruit and

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* Indecipherable

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Plaintiff picked some. I didn't destroy anything on strip but everything on that strip was mine except the anthuriums. I notice mango tree drying up now. Fitzroy Gilkes died in 1968.

Cross-examined by Mr. Maraj

When Murray surveyed land old drain was there. My grandfather dug drain. I was told so. About 15" wide and about 12" deep. Drain emptied it up onto Haynes' land. My land is level did not slope towards drain. Land slopes from Eastern Main Road to Haynes' land. Rain water would flow onto Haynes' boundary. When Murray came there, old drain was about 4" deep. Old drain west of cedar stump. (Witness shows distance, Court estimates 21). When Murray came there I knew my boundaries, I pointed out old drain to Murray and told him that was my western boundary. I don't know whether Murray plan shows drain. Drain was clear, my Uncle was there at survey and in my presence he pointed out drain to Murray. Drain was boundary and cedar trees was boundary. When Plaintiff put up fence in 1967 I spoke to Dookie, month of January. Since then she was putting up fence. She used old wood and old galvanize sheets. I removed it and put it on the back of her yard. Murray never told me not to remove fence. I heard him say so much to my surprise. When I spoke to Dookie, he went to Plaintiff and Dookie told her to remove fence. Fence not yet complete.

* but I don't know when

* I can't remember what words she use. She was cursing both of us, my solicitor wrote S.D.l. I put up wire fence on open space. I can't remember if Mr. de Gannes told me he got reply to letter. I went back to Mr. de Gannes about twice but I did not ask him if he got reply. De Gannes told me letter was sent. When I started to put up fence I had gone to Mr. de Gannes but I did not know then whether he had written letter. I went back to de Gannes a week later. He then told me letter was sent. I went back about 2 days later to find out if any reply. He said no reply. I went back once more to find out if any reply. It might have been next day. Up to now I don't know of any reply. Mango tree planted by my uncle. I did not see him plant it.

* Indecipherable

10 Anthuriums on strip belonging to Plaintiff
and her son, just there a few weeks, I can't
remember a plum tree being there. I did not
cut down plum tree * where
I put up fence I didn't clear place. I saw
about 4 banana stools on strip, I planted
them since I went there to live around 1963.
I never cut anything down, no rose trees
on strip, no calabash tree, never saw
10 * no pepper trees, no
papaw trees. I only saw Mr. Dookie with
2 chickens, no place for them to sleep. I
bought 50 chickens when I moved in there.
In 1966/7 I was carrying on a poultry farm.
I had fowl run * and
* chicken. Then I actually
had 100 chickens. Any person coming on to
lands would see chickens. I don't know if
Murray saw chickens because he was not
20 measuring that part. It was necessary
* We had fowl house and
fowl run and knowing we had to survey we
enclosed them. Galvanize iron fence ran
less than half way along land. My wire fence
ran from Haynes' boundary but it did not go
up to galvanized fence. Let us say I built
fowl run in 1963 - 64, I had talking with
Plaintiff in December, 1966, I told her I
was going to survey and in January she ran
30 and put up fence 45" from my door. If I
said wire fence there when I put up fowl run
that was a mistake. I did not grow up in
Santa Cruz, I grew up in D'Abadie. I lived
in Santa Cruz when I was big. I moved to
Santa Cruz in 1942 to live. When I went to
Santa Cruz I was about 35. Fitzroy lived at
D'Abadie. When I left D'Abadie I went to
live at Belmont. When I left D'Abadie I
40 * return to visit *
once every two months, three weeks, every
month, every two months. I would go on land.
Whenever I wanted fruit I would go there.
I helped plant trees. Plaintiff could not
have seen me when I went there because she
would go to her garden. Brathwaite knows
me good. He used to see me. Would go to
look for my family. I would go and pick
fruits. I demolished front part of bathroom.
I did not see when bathroom built. In 1963

* Indecipherable.

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bathroom was not there, I saw it around 1964.
One morning I wake up, there was bathroom.
I realised it was my land but I did not do
anything about it, I just told her it was my
land. This was around 1964. We *
When I went there to live Plaintiff made friends
with me. I went * to visit house.
She had no bathroom there before brick bath.
She used to bathe at the back. She dug drain
in 1962. I saw uncle George Gilkes plant cedar 10
trees around 1923. He planted trees to the
boundary. He planted cedar trees about 2'
from drain. When he planted them they were about
18" tall and * less than 1" .
There were a little distance away. He planted
those trees about a yard apart. I saw trees
growing. Trees were cut by Mrs. Dookie's husband
made boards and sell around 1957. Uncle planted
trees as boundary mark, his western boundary. 20
Murray was shown cedar trees. Plaintiff dug out
cedar stump. I made complaint to Dookie. Fence
was not there for more than 3 years. When
Murray surveyed fowl run there. Mrs. Dookie
was not living in that house all the time.
Relatives broke down house she was living in and
built new house. I know Plaintiff living on that
piece of land since she got married in 1935. I
did not see her construct drain on western side.
I did not tell Murray Kong occupied part of land, 30
my land. I called surveyor to know where my
land was.

Not re-examined

To Court: I did not tell Murray galvanized fence
was there for 7 years but I heard him say so.

NATHANIEL HAYNES, sworn states:

* 58 years old,
going on 59. I own lands at D'Abadie. Part of
my western boundary is partly Plaintiff and
Defendant. I have approximately 1/2 acres. I
live there. Father owned land before me. I became 40
owner in 1940. I was about 6 - 7 years old when
I began going on land. I knew Edward Dookie.
I know Gilkes. He owned parcel of land Defendant
now occupies. From time I know lands, Plaintiff's
and Defendant's holdings divided by 3 cedar trees
with a drain running north to south from Eastern

* Indecipherable

Main Road to my land. Lands slope from Eastern Main Road to my lands. I know drain to be there from 1921 to present time. Eastern drain. Drain stopped at my land where there is a drain running east to west. When I first knew drain it was about 6" deep.

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*

10 which was very clean, drain was full at the time. I was present when land surveyed by Murray. I was present when Murray surveyed around 1962, January to February. I was home I saw 3 men over on my land bounding on Dookie and Parris, one with fork and shovel digging. I spoke to them. They spoke to me. They went on digging on Gilkes land going north. They reached the Eastern Main Road. This was about 6 feet east of the drain. At that time old drain was filled up. You could still see a margin in front of old drain. Three cedar trees marked boundary as well as drain. Cedar trees on shoulders of the drain. Nothing else

20

30

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* I remember when Mrs. Parris came there, later part of 1962 when she started clearing site for building. In 1967 I saw a fence on Gilkes land, galvanized iron sheet. Not there before 1967. The fence was east of former boundary. East of new drain too. About 8' east of old drain. I went to school with Edward Dookie, James Dookie. Gilkes taught me at school. I don't know anything about any concrete bathroom there. I can't remember seeing any bathroom there. Douglin came there and made survey. I got to know from Mrs. Parris. I was present during survey. Before Parris built house on that piece of land, were coconut trees, breadfruit trees, mango trees, lime trees, bananas and avocado trees. Gilkes used to look after land. I know Mrs. Parris since 1918 - 1919. We went to school together. I don't know whether Mrs. Dookie kept fowls. Mrs. Parris had one or two fowls, about a dozen or so. She kept them enclosed with wire. Never any fence on Western boundary of Parris' land. Only fence I ever saw on that area was galvanized fence put up by Plaintiff on Gilkes' land. There is

* Indecipherable

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now a fence between 2 lots of land. Mrs. Parris put up fence. Fence is over that drain I know is boundary on the west. I now say it is a foot width, eastern side of old drain.

Cross-examined by Maharaj

* Fence she put up was east of 1962 drain on the eastern shoulder of drain. 1962 drain about 8 - 9 inches deep and 12 inches wide. Ran from my boundary straight up to Eastern Main Road. When Murray surveyed drain was there. No one pointed out that drain to Murray, Gilkes pointed out former drain.

10

* still there.
* in old drain in 1967.
In 1967 old drain was finish but you could see impression. Dookie swept stuff into drain and into Gilkes' land. Over the years eastern side of drain * higher. I know the boundaries between the lands. By Dookie clearing their portion. I saw one person occupying one side and other person occupying other side that is boundary. I know strip of land in dispute; on that strip pepper tree, a few anthurium lillies. I can't remember anything else. I am familiar with land. There is Julie mango tree on strip. No plum tree there, no calabash tree, never saw chataigne tree, no soursop tree, no bathroom there when Murray surveyed. Not friendly with Defendant, on good terms. Not correct that drain dug in 1962, used to take water from bathroom. I saw drain dug in 1962. Galvanized fence was there when Murray surveyed, not there when Douglin surveyed. Removed by Parris, fence ran about 20 feet from Eastern Main Road. Nothing between end of galvanized fence and my land. There was a wire mesh running to west of boundary, but there was a gap between galvanized iron and wire mesh.

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Wire in North from gap to Kong. Wire between defendant and Kong. I know when cedar trees cut. 1957. Cut by Dookie. I didn't see who cut trees. The Plaintiff told me she cut down cedar trees and it damaged one or two young trees. I didn't tell her it was * All of us were friends. I now say old drain not there now. Lands slope towards my land. Water drains off. I don't know why Mrs. Parris erected fowl run 8'

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* Indecipherable

inside her land.

Not re-examined

MARTIN MORRIS, sworn states:

Also called Cox. Reputed husband of Defendant. Eastern Main Road, D'Abadie, Carpenter. Parris and I together 18 years. House I live in is on Mrs. Parris' lands. We started living since in early part of 1962. We started to build end of 1962. I built house, helped by son-in-law Antoine, Herman Parris and Defendant's son. I know Plaintiff in action. Neighbours of mine
* whole place clear no short cut between Plaintiff's land and my land. I don't know much about land. I got water for building from Mrs. Dookie, and toilet facilities. In 1967 Plaintiff put a fence there, old galvanize fence. Nothing happened. No row. Parris and I went to Edward Dookie. He was owner of land. Parris spoke to Dookie. We left and went home. Never saw Dookie at any time. Present when Murray and Douglin surveyed land.

Cross-examined by Maharaj

* I don't know where boundary is. I did not hear Murray tell wife not to remove fence. She was told * told her so. I don't know if she told Murray, Kong occupied part of land. I stay out of their dispute. I know nothing about dispute. I started living at land early 1962. I saw no one digging up drain on land. I went to see land before we began cleaning up. It was early in 1962. Wife runs parlour in D'Abadie. She ran parlour in Santa Cruz. Can't remember when she went to Santa Cruz. Galvanized iron fence put up in my presence when I first came up there, no barricade. No dispute. When Plaintiff put up fence she went and complained to Dookie. Next wife and I spoke to Plaintiff when she was putting up fence. I don't know wife * solicitor in Port of Spain. I know strip of land in dispute. When we started clearing up land I saw fig trees,

* Indecipherable

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hot peppers, mango. No plum tree. I did not cut down pepper tree when I cleared up land. Dookie had anthurium lillies on land. All the * I saw there were anthurium lillies. Bathroom not there in 1962. It was there in 1967. First saw it there in 1964. Wife put up fence to the back of land to prevent fowls from going in other people's land. I built fowl run 24' x 40' east to west. Attached it to wire on Kong's boundary and the 24 feet from Kong's boundary. I built it. When Murray came there was no extension of wire fencing to galvanized fence.

10

Not re-examined

10th May, 1972

(By consent certified copies of Administration of estate of Samuel William Gilkes and Deed No. 1768 of 1918 put in and marked "A" and "B").

ANTHONY ANTOINE, sworn states:

Reid Lane, D'Abadie. Son-in-law of Defendant. I know land where Defendant lives. Cabinet maker. I have known Defendant since 1962, I know where she lived. I helped clear the land to build house, also helped to build house. 1962. I know Plaintiff, she lives on western side of Defendant. When we were clearing and building we got water from the Plaintiff. We had toilet facilities. Nothing between Dookie house and land on which we were building Parris' house. No fence between land. I go to Defendant's place most week-end. In 1967 I noticed a galvanized fence extending 18 to 20 feet from Eastern Main Road, on eastern side of Parris' building. This was in January, 1967. When we were building we got water from more than one tap on Dookie's land. One tap in front and one on side of Dookie's house. Front tap was open and tap to side of Parris' land galvanized paling around tap. Around 1963/1964 galvanized paling taken down and replaced by concrete block. Tap replaced by shower. When I first went there I saw cedar stumps on boundaries of land and an old drain running from Eastern Main Road to Mr. Haynes' land. Just * of drain filled with lot of grass growing in it. I saw another

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* Indecipherable

drain in that area, 8 feet east of old drain running from tap on Dookie's place to Mr. Haynes' land. Nothing, no trees or plant between old drain and new drain. Cedar stumps apart from old drain. Cedar stump on east side of old drain.

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Cross-examined by Maharaj

10 I am 38 years old. I got married in 1959. I remember clearing land very well. I started clearing land around April 1962. We started to clear land together. If Cox said clearing began early January, 1962, I would accept that. Tap enclosed by galvanize was bathroom. Old galvanized sheets. Drain from tap, south to Haynes land. Obvious water from tap went along that drain. Did not go to land before 1962. Drain not dug too long ago. New Drain. Not much weed in bottom of drain. Weed at bottom of drain. Not
20 muddy drain. I don't agree that land slopes towards Haynes' land * *
Certain parts where water settles. Whole area not sloping. A portion of land around drains for about 1/2 of Defendant's land going toward Dookie's land with a sink in which water settles. Area about 15' in diameter. This is about 4' * depression
30 issink. Drain put there to accommodate bath but I can't say when drain was put. I can't say how new drain was. If I have to guess I would say early part of January 1962. I can't say how old galvanized bath was. I saw Dookie's house. I found at time Dookie's house looked much newer than bathroom. I never lived in Parris' house. Sometimes I spent weekends, and went as a visitor there. I was not present when Murray surveyed. In March 1967 there was no wire running along
40 new drain to Haynes land. Fowl run was up against Kong's fence and went about 20 to 24 feet then turned south to Haynes' boundary. There was open space between fowl run and new drain. I don't know anything about wire along new drain. Bath built in 1963/64. Never saw any anthuriums on disputed strip or plum trees, I saw Julie mango tree on strip. Can't say how old tree is. No banana trees, no soursop, no cedar plants, no calabash tree,

* Indecipherable

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no shrubs, no rose trees. Can't remember any
pepper trees, may have been. I would not
know if Dookie kept chickens. Mrs. Parris
runs parlour on front of land around 20 feet
from Eastern Main Road. Parlour on east side
of land near to Kong, 6 feet from boundary.
Land west of Defendant's house now wired off.
Wire put up some time after we built house.
I think it was put up sometime after survey.
Wire fence between Defendant's land and Haynes'
land. Not true that galvanize wire fence there
for over 30 years. I first saw it there in
1967. I only saw galvanize sheets. I did not
go behind. 8 to 10 feet high. Tap was straight.
Old galvanize.

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Not re-examined

To Court: I would say cedar stumps very old.
One could see redness in stumps.

HERMAN PARRIS: sworn states:

Son of Defendant. Live at Reid Lane,
D'Abadie. I know where mother lives. Eastern
Main Road, D'Abadie. I know Mrs. Dookie.
Mother lives east of Mrs. Dookie. Mother's
house built later part of 1962. I gave assistance
in building house. Cox and brother-in-law
helped build house. I moved to Reid Lane some -
time in 1963. Before that I lived at Santa Cruz.
While we were building house we got water from
Dookie's premises. All I can recall dividing
mother's house from Dookie's was old drain,
running from front of house to the back, from
Eastern Main Road to Haynes land. In 1962 nothing
else there that I can recall. I visit mother's
house since it was built. I am a *
driver and stop in there most times, stop in
there on weekends, once a month. I have seen
cedar stumps there in line with old drain. I
know mother's present fence, it is to west of
cedar stumps. There was a new drain when we were
building in 1962 running from an old bathroom
made of galvanize, south to Haynes' land. New
drain was about 7 - 8 feet from old drain. Around
1967 early part, there was a fence that went up.
Old galvanize 6 to 7 feet high from the front
right across to Haynes land.

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* Indecipherable

10 I assisted in building house. Plaintiff
 let us use water from tap. Mother's house
 is near to east of land nearer to Kong's land
 and nearer to Eastern Main Road. I can't
 say definitely how far from old drain are
 the stumps. Drain west of stump, about 18
 inches to 2 feet away. In 1962 drain partly
 filled up, it could be clearly seen. Water
 couldn't be running in drain. Drain not
 uniform. Land slopes slightly from Eastern
 Main Road to Haynes' land. Good natural
 drainage. Water running as a *

20 * I know Dookie's bathroom.
 I saw it in 1962, very old bathroom. Fence
 of galvanize. Bathroom was east of old drain
 about 3 feet away. I am 40 years old. I
 never visited land before mother went to live
 there. I grew up in Santa Cruz. I was born
 at D'Abadie. I left D'Abadie when I was
 small. Early in 1967 I saw galvanize fence
 from Eastern Main Road to Haynes' boundary.
 I would see fence there from time to time,
 not still there. I understand mother removed.
 I know there was such a fence. In March,
 1967 no wire fence along that line. Fowl run
 at back of house starting from Kong's side.
 I don't think it went up to Dookie's side.
 There was no wire fence. No galvanized iron
 30 paling there for over 30 years. I don't know
 anything about * so I could
 not * bathroom on
 mother's land. I saw no drain when I went
 there in latter part of 1962 going up to
 bathroom. Edges newly cut, months old. I did
 not help clean up land. Building started in
 later part of 1962. I know disputed strip,
 mango tree, no plum tree, anthurium lillies,
 no * no calabash tree,
 40 no soursop tree, no chataigne tree, no papaw
 tree, no banana tree, no roses.

CASE FOR THE DEFENDANT

Maharaj:

No * claim
 3 Hals. 3rd Edition, p.39 para. 744
 Proof of title to land.
 15 Hals. 3rd Edition, p.284 para. 516
 Acts of Ownership.

* Indecipherable

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No. 6

JUDGMENT OF ACHONG J.

TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

No. 921 of 1967

BETWEEN

SOOKDAYAH DOOKIE Plaintiff

AND

MILDRED PARRIS Defendant

J U D G M E N T

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The parties to this action are the owners of two contiguous parcels of land situate at the Eastern Main Road, D'Abadie, which, prior to 1918, formed one parcel belonging to one Samuel William Gilkes. By deed dated 27th May, 1918 and registered as No.1770 of 1918 the said Samuel William Gilkes conveyed the western portion of that parcel of land therein described as measuring 45' from East to West along the northern and southern boundary lines and 135' from north to south along the eastern and western boundary lines to one Bhowdee, retaining unto himself the remaining or eastern portion of the same.

20

The said Samuel William Gilkes having died on the 28th December, 1920 his legal personal representatives conveyed by deed dated 20th July, 1963 and registered as No. 9474 of 1963 the said eastern portion to the Defendant herein, while the said Bhowdee having died on the 17th July, 1936 her legal personal representative by deed dated 4th January, 1954 and registered as No.381 of 1954 conveyed the said western portion to one Danasary who in turn by deed dated 13th April, 1957 and registered as No.6814

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of 1957 conveyed the same to one Edward Dookie. By deed dated the 21st April, 1967 and registered as No.3967 of 1967 the said Edward Dookie conveyed the said western portion to the plaintiff herein.

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10 Despite the descriptions in the recited deeds contained these two parcels of land were, as a result of surveys carried out in March, 1967 by one L. Hamilton Murray for the defendant and in December, 1967 by one P. Douglin for the plaintiff were together found to measure 86.3' along the northern boundary line, 91.8' along the southern boundary line, approximately 182' along the western boundary line, and approximately 166' along the eastern boundary line, of which the plaintiff claims as the said western portion an area measuring 49.2' along the northern boundary line, 55.9' along the southern boundary line, 182.2' on her western boundary line and 172.6' on her eastern boundary line, while the defendant for her part claims as the said eastern portion an area measuring 45.9' along the northern boundary line, 43.3' along the southern boundary line, 174' along the western boundary line and 166' along her eastern boundary line.

30 On looking at copies of the plans of the two surveys which I may say at once are in the words of the surveyor Murray, substantially the same it will be immediately apparent that both parties claim to be the owners of a strip of land, hereinafter referred to as the disputed strip running roughly down the centre of the whole parcel and measuring 6.8', 7.4', 174' and 172.6' along the northern, southern, western and eastern boundary lines respectively.

40 It is in this setting that the plaintiff claims and the defendant counter-claims for declarations of ownership of their respective portions.

In her statement of claim the plaintiff contends that she is the owner of the said western portion including the disputed strip

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by virtue of the deed registered as No.3967 of 1967 and avers that on the 24th March, 1967 the defendant entered upon the disputed strip, demolished her (the plaintiff's) fence along the eastern boundary thereof damaged and destroyed her crops growing thereon and has since that date erected a wire fence on the western boundary thereof. To her pleading is attached a copy of the Douglin Survey Plan.

In her turn the defendant bases her counter-claim to the said eastern portion including the disputed strip as delineated in a copy of the Murray Survey Plan attached to her defence on the deed of conveyance registered as No.9474 of 1963 and alternatively thereto contends that she and her predecessors in title have always been in exclusive and undisturbed possession of the same. 10

In her defence to the defendant's counter-claim the plaintiff alleges that if the disputed strip was over part of the defendant's holdings, she (the plaintiff), and her predecessors in title have been in like exclusive and undisturbed possession thereof for more than 16 years before the defendant commenced her claim thereto. 20

Against this background the matter came on for trial and not unexpectedly there was hard swearing by both the parties and their witnesses in support of their respective claims. Let us now, therefore, look at the evidence. 30

The plaintiff in her evidence testified to having lived on the said western portion since 1934 when she was married and from that time onwards she and her husband and later her children always occupied the area of land up to the eastern boundary line of the disputed strip. She swore that about 3 years after she got married she and her husband put a galvanized iron fence halfway along the said boundary line up to a bathroom standing there and from which there ran a drain which took water from the said bathroom to the southern extremity of her holding. According to her the galvanized iron fence put up by her and this drain formed the eastern boundary of the land occupied by her. She swore, too, that when the defendant moved onto the said eastern 40

10 portion some eight years ago she ran a wire
fence from the galvanized iron paling along
the said drain up to the lands of one Haynes
whose holding abuts both the western and
eastern portions on the south. She also
testified to having planted a number of trees
on the disputed strip during her occupation
of the western portion and that she and her
husband had cut down and sold two cedar trees
growing thereon. She puts the date of her
having cut these cedar trees at some 8 - 10
years before her husband died in 1961. She
further swore that some time before the death
of her husband they had taken down the old
galvanized bathroom and erected in its place
one of hollow clay blocks. She gave evidence
of being present at the Murray Survey when her
galvanized iron fence and the defendant's wire
fence were still standing along the line she
20 claims as her eastern boundary.

Shortly after the Murray Survey - and this
is not in dispute - the defendant removed the
galvanized iron sheets and her own wire fence
and ran a wire fence along the western
boundary line of the disputed strip demolishing
in the process of so doing that portion of
the hollow clay block bath which was east of
the said fence.

30 In cross-examination she stuck stoutly
to her story, denied having dug the drain to
the south of the galvanized iron fence in 1962,
and having erected the galvanized iron fence
in 1967. It was put to her and she accepted
that during the construction of the defendant's
house she permitted the defendant's workmen
to use water from her garden tap but denied
that she afforded them any toilet facilities.

40 Her son, Boysie Dookie, supported her on
every material particular and claimed to have
known the eastern boundary line of the disputed
strip as the eastern boundary of the parcel of
land occupied by his parents all his life. He
gave his age as 36. Both he and his mother
before him denied that at any time there was a
drain running west of the cedar stumps along
the entire length of the land from the Haynes'
lands to the Eastern Main Road and which always
divided the western from the eastern portion.

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The plaintiff called another witness one Edward Braithwaite a septuagenarian who claimed to have lived in D'Abadie all his life about 1/2 mile from the Plaintiff's house and to have worked for her on her holding. He claimed to have known the galvanized iron fence where it was before its removal by the defendant for about 30 years. In cross-examination he swore that there were never any cedar trees on the eastern portion, such cedar trees as there were being always on Dookie's land, that is to say, the western portion. He claimed to have known the said western portion since it was owned by Bhowdee and swore that there never was any drain as a boundary between the two holdings, but he admits that there was a drain running south of the galvanized iron fence.

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The defendant gave evidence of having known that area since she was a child and of having helped to plant the said eastern portion. She swore that in that portion were 3 cedar trees planted by her uncle in 1923 and that the stumps now on the land were the remains of these trees. She testified that the boundary between the two holdings was a drain west of the cedar trees running all the way from the Haynes' holding to the Eastern Main Road and that prior to her moving on to the eastern portion in 1963 there was no galvanized fence thereon, this having been erected by the plaintiff on the 23rd January, 1967. With respect to the drain which ran south from the galvanized fence she swore that she first saw that there when in 1962 she went on to the said eastern portion to build her house. She was certain it was not there in 1961. She further claimed to have been running a poultry farm on her lands and testified that the wire fencing put up by her on her lands was part of a fowl run erected for her business. She admitted that after the Murray Survey she removed the galvanized iron sheets and ran a wire fence along the line where the old drain was removing part of the concrete block bath which was then across that line.

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In cross-examination she swore that at the time of the Murray Survey she and her uncle, one George Gilkes, pointed out the old drain which

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10 was still clearly visible to the surveyor as
her western boundary. With respect to the
bathroom she swore that she first saw it there
around 1964. In her own words: "one morning
I woke up and there was the bathroom."
According to her before that morning in 1964
there was no bathroom, concrete or otherwise
on that site. She admitted too that the
plaintiff and her husband cut down and sold
the cedar trees sometime in 1957. According to
her sometime later Mrs. Dookie dug out one of
the cedar stumps on which occasion she
complained to Dookie. Finally she stated,
significantly, that she had "called in the
surveyor to know where her boundary was."

20 Nathaniel Haynes, the owner of the lands
to the south of both the Eastern and Western
portions was the first witness called by the
Defendant and he swore that he knew the two
parcels for some 50 years and from the time
he first knew them the two holdings were
divided by three cedar trees and a drain
running from his land to the Eastern Main Road.
He stated that over the years this drain had
been filled up by the Dookies who, in keeping
their holding clean always swept litter into
it. He further claimed to be present in
January - February, 1962 when some men started
digging the new Dookie drain from his lands
30 through the Gilkes land that is to say, the
said eastern portion right along the Eastern
Main Road about 6' from the old drain which
was then filled up. He recalled seeing a
galvanized fence on the said eastern portion
in 1967 which was not there before but he
confessed to knowing nothing about any concrete
bathroom, nor does he recall seeing any
bathroom there. According to this witness, the
only fence he ever saw in that area was the
40 galvanized iron fence, though he admitted that
there is now a fence put up by the defendant.

In cross-examination he testified that at
the time of the first survey Gilkes pointed out
the old drain to Murray though he contended that
all that could then be seen was a mere impression.
He claimed, too, that the drain which was
dug in 1962 used to take the waste water away
from a bathroom and he was positive that there
was nothing between the galvanized iron fence

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and his land, though he was careful to point out that there was a strip of wire mesh running up to his lands which had no connection with or relation to the galvanized iron fence.

Martin Morris, the defendant's common law husband was then called and he too testified to the galvanized iron fence being erected in 1967, there being nothing between the two holdings when he first went onto the said eastern portion in 1962 to begin building operations for the defendant. He admitted having obtained water from the Dookies.

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In cross-examination he testified that there was no bathroom there in 1962 and like the defendant he first saw it in 1964. He too swore that the time of the Murray Survey there was no wire extension from the galvanized iron fence to the Haynes' lands. He further admitted building an enclosed wire fowl run for the defendant measuring 20' x 40' but put this against the eastern boundary of the defendant's holding, extending 24' along her southern boundary.

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Anthony Antoine, the defendant's son-in-law was next called and he supported the defendant in nearly every particular adding, however, one variant. According to this witness, in 1962 while the defendant's house was being built he who assisted in its construction got water from two sources on the plaintiff's holding, one being a galvanized bathroom then standing where the concrete block bath was later erected. He testified to having seen traces of the old drain as well as the new drain but swore there was nothing, no trees, no plants, between the two.

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In cross-examination he added that in March, 1967 there was no wire fence running along the new drain to Haynes' lands.

Finally, the defendant's son, Herman Parris, was called and he too gave support to the defendant's story about the state of the lands in 1962; like Antoine before him he was to add another variant. According to this witness, around the early part of 1967 an old galvanized fence went up running from the front of the holding, that is to say, the Eastern Main Road

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right across to Haynes' lands. In cross-examination he confirmed this, adding for good measure, that in March, 1967, there was no wire fence along that line.

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10 I have set out the evidence at some length because I wish to review it against the evidence of the two surveyors, Murray and Douglin. In December, 1967, Douglin found the wire fence, running through the concrete bath, which the defendant had put up after the March survey along the line established by Murray. He also found the new drain and extended its line on to the Eastern Main Road. In the area between these two lines, that is to say, the disputed strip, he found a mango tree, a plum tree and some anthurium lillies all of which are shown in his plan.

20 In March, 1967, Murray testified to having found a wire fence running along the eastern line of the disputed strip from the Eastern Main Road this latter point coinciding with the point found by Douglin in his extension of the drain along the eastern boundary of the disputed strip to the southern boundary line the first part of which in his own words he rather tended to think was of galvanized iron. We know that it was. Now this witness swore that the cedar stumps were pointed out to him by the defendant and her uncle, Gilkes, as her boundary as a result of which, he ran that line through the said stumps as shown in his plan.

30 In cross-examination he added two significant statements. Firstly, he recalled the plaintiff who was present at the survey claiming the fence he found there as her eastern boundary and the defendant saying that that fence was there for 7 years. Secondly, he testified to having advised the defendant she ought not to interfere with the said fence because the line he had fixed as her western boundary had only been pointed out to him and he could not guarantee he was fixing her boundary. It is only fair to point out that in her evidence the defendant denied both these statements.

40 Let me say at once that I accept the

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evidence of the two surveyors entirely and if the galvanized iron fence had been there for 7 years as I believe the defendant told Murray in 1967 then all the witnesses who speak of nothing being on the land in 1962 and of the fence being first put there in 1967 clearly are not speaking the truth. I am satisfied too, that no one pointed out any drain to Murray on the occasion of his survey for the simple reason that there was no such drain or any trace thereof there then and I am further satisfied that there was never any such drain. As far as the defendant and her witnesses are concerned I find the discrepancies in their evidence difficult to reconcile. Either there was a bath house there in 1962 or there was not but while one of her witnesses says there was, he took water from it, the others swear that there was none. I find it strange too that Haynes who lived in that area for 40 years and was present at the Murray survey saw no bathroom and further speaks of the new drain running all the way from his lands to the Eastern Main Road. Both statements are clearly incorrect as shown by the surveys. And then there was the evidence of the defendant's son who put the galvanized fence all along the way up to the Haynes' holding. 10 20

Against this welter of evidence I turn to the testimony of the plaintiff and that of her son and the witness Braithwaithe and let me say at once that of all the lay witnesses called before me I was most impressed by the witness Braithwaithe who knew the land since it was owned by Bhowdee. According to him, the cedar trees were always on Dookie's land and this is more readily credible when one considers that these trees, certainly of some value, were cut and sold by the Dookies without any protest or complaint from the occupiers of the eastern portion. I believe him when he speaks of the galvanized iron fence and drain as the boundary between the two holdings and he puts this as having been there for over 30 years. 30 40

Against his evidence that of the plaintiff and her son can be assessed at its true value. I may dispose of the matter quite simply. Wherever there is any conflict between the evidence of the plaintiff and her witnesses and that of the defendant and her witnesses I accept the former

rather than the latter.

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10 Now whatever the original boundaries were it is clear from the above finding that the plaintiff was in occupation of the parcel of land delineated and coloured pink in the Douglin survey, including the disputed strip exercising acts of ownership thereover for upwards of 16 years before action was brought. Prior to 21st April, 1967, it must be remembered that she was not the owner of the freehold in that portion and never claimed to be and so any rights which would have accrued thereto as a result of her occupation and/or possession would have been for the benefit of the true owner, that is to say, Edward Dookie and all rights if any which the defendant and her predecessors in title may have had to the disputed strip would have been extinguished thereby.

20 In the event I find and must hold that the plaintiff by virtue of the conveyance to her by the deed registered as No.3967 of 1967 is entitled to the declaration sought with the attendant injunctions restraining the defendant from in any way interfering with her enjoyment of the said western portion.

30 It follows therefore, that I must also find the trespass proved. On the question of special damages, however, the plaintiff finds herself awkwardly positioned. At the time of the trespass she was not the owner of the freehold and, consequently, the destruction of the trees growing on the disputed strip as well as of the bathhouse standing thereon which from its very nature must have been fixed irremovably to the ground, were not her losses. The orchids and anthuriums would, however, fall outside such a category and she would be entitled to damages therefore as well as for the chickens lost as a result of the cutting down of the plum tree.

40 There is really very little to be said for the defendant. By her own admission she had the survey made "to know where her boundary was" and against the clear advice of her surveyor she proceeded to tear down

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the existing fence and erect another along
the line run by Murray.

There will accordingly be judgment for
the plaintiff on the claim and counterclaim
with costs in each case, with the declarations
and injunction sought in Paragraphs 1, 2 and
4 of the prayer to the Statement of Claim and
damages for trespass assessed at \$500.00
inclusive of special damage.

Sgd. Carlton A. Achong

10

No.7
Formal
Order of
Achong J
29th May
1972

No. 7

FORMAL ORDER OF ACHONG J.

TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

No.921 of 1967

Between

SOOKDAYAH DOOKIE

Plaintiff

And

MILDRED PARRIS

Defendant

Dated and Entered the 29th day of May, 1972

20

Before the Honourable Mr. Justice Achong.

This action and counterclaim coming on for
trial on the 4th, 5th, 8th, 9th, 10th and 29th
days of May, 1972 before the Honourable Mr.
Justice Achong in the presence of counsel for
the plaintiff and the defendant.

And upon reading the pleadings:

And upon hearing the evidence of what was alleged by counsel for the plaintiff and the defendant:

And this action standing for judgment this day in the presence of counsel for the plaintiff and for the defendant

THIS COURT DOTH DECLARE

10 That the Plaintiff is the fee simple owner of All that parcel of land described as ALL and Singular those freehold premises situate at D'Abadie Village in the Ward of Tacarigua in the Island of Trinidad comprising ONE LOT more or less sometimes described as measuring 45 ft. from West to East on the Northern and Southern boundary lines but found by recent measurements to be 71 feet on the Northern boundary and 81 feet on the Southern boundary and also sometimes described as measuring 135 feet from North to South 20 on the Eastern and Western boundary lines but found by recent measurement to be 175 feet which said portion of land is shown hatched on the plan put in evidence and marked "P.D.3"

AND THIS COURT DOTH ORDER

30 that the defendant be restrained and an injunction is hereby granted restraining the defendant her servants and/or agents or workmen (and each and every of them) from entering or remaining on the said parcel of land described above or any portion thereof or from interfering in any other way with the plaintiff's use and occupation and enjoyment of the same.

AND THIS COURT DOTH FURTHER ORDER

40 that the defendant do pay to the plaintiff damages for trespass in the sum of \$500.00 together with her costs of the claim and counterclaim to be taxed.

Wendy-Sandra Punnett
Assistant Registrar.

In the
High Court

No.7
Formal
Order of
Achong J.
29th May
1972
(cont'd)

In the
High Court
No.8
Proceedings
before Mr.
Justice Corbin

No. 8

PROCEEDINGS BEFORE MR.
JUSTICE CORBIN

TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

No.921 of 1967

BETWEEN

SOOKDAYAH DOOKIE Plaintiff

AND

MILDRED DOOKIE [sic] Defendant

10

Before the Honourable

Mr. Justice M.A. Corbin

Thorne for the Plaintiff
Wellington for Defendant.

NOTES OF EVIDENCE

Thorne opens on pleadings.

Certified copies of 4 deeds put in by consent
(A. B. C. and D).

PHIL DOUGLIN, sworn states

Licenced land surveyor.

20

In December, 1967 I did a survey of land
at Eastern Main Road, D'Abadie, on instructions
of Plaintiff. I prepared a plan. (Put in,
No objection P.D.1). I did some research of
relevant deeds and in Lands and Surveys
Department. I referred to Deed No.3967/67 (D)
and used the description therein as a starting
point. The measurement given for North and
South boundary lines was 45 ft. approximately.

In my plan the North boundary line is shown

30

as 40.4 ft. which does not include the hatched portion on the plan. If it is included measurement would be 47.2 ft. I arrived at the 40.4 ft. according to what was claimed by the neighbour, Mildred Parris. I found a King Pin at that point. In my opinion 47 ft. is the correct measurement. I base this opinion on the fact that there is a drain at that point running from North South between the Plaintiff's property and that of the Defendant; also there is a wire fence at the Eastern end of the portion I have shown in hatched lines on my plan. There was a bathroom on the hatched portion. It was physically cut in two by the boundary line claimed by the defendant. It had actually been cut and there was no part of the room East of the line any more.

In the
High Court
No.8
Proceedings
before Mr.
Justice
Corbin
(cont'd)

(Court suggest settlement)

Adjourned

TRINIDAD AND TOBAGO

No. 9
NOTICE OF APPEAL

IN THE COURT OF APPEAL

NOTICE OF APPEAL

Civil Appeal No.33 of 1972

BETWEEN

MILDRED PARRIS Defendant/Appellant

and

SOOKDAYAH DOOKIE Plaintiff/Respondent

TAKE NOTICE that the defendant/Appellant

In the Court
of Appeal
No.9
Notice of
Appeal
28th June
1972

In the Court
of Appeal

No.9
Notice of
Appeal

28th June
1972
(cont'd)

being dissatisfied with the decision more particularly stated in paragraph 2 hereof of the High Court contained in the Judgment of the Honourable Mr. Justice C.Achong dated the 29th day of May, 1972 doth hereby appeal to the Court of Appeal upon the grounds stated in paragraph 3 and will at the hearing of the Appeal seek the relief set out in paragraph 4.

AND THE APPELLANT further states that the names and address including her own of the persons directly affected by the appeal are those set out in paragraph 5. 10

2. (a) That the Plaintiff is the owner and in possession of All and Singular that parcel of land situate at D'Abadie Village in the Ward of Tacarigua, in the Island of Trinidad, Comprising one lot more or less, sometimes described as measuring 45 feet from West to East on the Northern AND Southern boundary lines and found on recent survey to be 71 feet on the Northern boundary line and also sometimes described as measuring 135 feet from North to South on the Eastern and Western boundary lines but found on recent survey to be 175 feet. 20
- (b) That the defendant has trespassed upon and is wrongfully in possession of a portion of the aforesaid parcel of land along the Eastern boundary line measuring 6.8 feet and 7.4 feet along the Northern and Southern boundary lines respectively and 173.8 feet and 172.6 feet along the Western and Eastern boundary lines respectively. 30
- (c) That the defendant pay the sum of \$500.00 damages for the said trespass and costs to be taxed. 40
- (d) An injunction restraining the defendant from trespassing on the aforesaid parcel of land.
- (e) That the Counter-Claim of the defendant

is dismissed with costs.

In the Court
of Appeal

GROUNDS OF APPEAL

No.9
Notice of
Appeal

The learned Judge erred in law :

28th June
1972
(cont'd)

(a) By proceeding with the trial of the action after the same was already part heard by His Lordship Mr. Justice M. Corbin, on the 21st day of October, 1970.

(b) By holding that the Plaintiff acquired title to the land by prescription.

10

4. That the decision is unreasonable and/or cannot be supported having regard to the evidence.

5. Persons directly affected by the Appeal.

NAMES

ADDRESS

1. MILDRED PARRIS EASTERN MAIN ROAD, D'ABADIE

2. SOOKDAYAH DOOKIE EASTERN MAIN ROAD, D'ABADIE

DATED THIS 28TH DAY OF JUNE, 1972

.....

Solicitor for the Appellant

20

TO: MESSRS. T.M. MILNE & CO.
9A CHARLES STREET,
 PORT OF SPAIN.

In the Court
of Appeal

No. 10

JUDGMENT OF COURT OF APPEAL

No.10
Judgment of
Court of
Appeal
2nd February
1976

C.A.
2nd February, 1976

Coram: Sir I.E. Hyatali C.J.
C.E. Phillips J.A.
E.A. Rees J.A.

Civ.App.
No.33/72

Mildred Parris v. Sookdayah Dookie

10

Judgment delivered by the Hon. the Chief Justice.

The appellant in this case was the defendant in a suit brought against her by the respondent who, as plaintiff, claimed a declaration that she was the owner in fee simple of all and singular certain freehold premises at D'Abadie Village in the Ward of Tacarigua comprising one lot more or less, sometimes described as measuring 45 feet from West to East on the Northern and Southern boundary lines but found by a recent measurement to be 71 feet on the Northern boundary, 81 feet on the Southern boundary, and also sometimes described as measuring 135 feet from North to South on the Eastern and Western boundary lines but found by a recent measurement to be 175 feet. Apart from the declaration, she sought an injunction restraining the defendant, her servants or agents from trespassing on the said parcel of land or otherwise interfering with the complainant's use and occupation of the land, damages for trespass, costs and such other relief as the nature of the case might require. In the Statement of Claim certain allegations were made to support the claim in trespass, and the title of the plaintiff to the lands and the ownership thereof were set out.

20

30

The defendant in her defence claimed that the parcel of land to which the claim was laid was in effect her parcel of land as she was in possession of it at all material times, and

40

although she admitted that she had gone upon those lands, she claimed that the parcel of land belonged to her.

In the Court
of Appeal

No.10
Judgment of
Court of
Appeal

2nd February
1976
(cont'd)

The dispute between the parties concerned a strip of land running from the Northern to the Southern boundary lines and separating the parcels of land occupied by the plaintiff and the defendant.

10 The action came up for trial before Corbin J. on a date which is not recorded here but all that took place on that occasion was that a licensed surveyor, Mr. Phil Douglin, gave evidence of a survey he had made in December 1967. On that occasion counsel, Mr. Thorne, appeared for the plaintiff and counsel, Mr. Wellington, appeared for the defendant. It does not appear whether Mr. Douglin completed his evidence in chief but what is apparent from the record is that after he had given his
20 evidence up to a point, the learned Judge suggested that the parties meet with a view to effecting an amicable settlement. It is not known what transpired thereafter but it can be inferred that no settlement of the matter took place and the matter came on for trial again in the list.

30 From the order made it would appear that that trial began on the 4th May, 1972, but on that occasion the trial Judge was Achong J. Counsel appearing on that occasion were Mr. Maharaj for the plaintiff and Mr. Hamel-Smith for the defendant. It is clear from the Judge's notes of evidence and from his reasons that the trial began afresh on that date. It is also clear that no objection was taken by either counsel to the hearing of the case. It is clear that the plaintiff appeared, ready to proceed before Achong J., and made no protest that the Judge ought not to hear the case. It
40 is also clear that the defendant appeared by counsel without protest and indicated by her conduct that she was ready to proceed. The learned trial Judge heard the whole of the evidence and, after a careful assessment of it, came to the conclusion that the plaintiff's claim had been established and in the result he

In the Court
of Appeal

No.10
Judgment of
Court of
Appeal
2nd February
1976
(cont'd)

made an order declaring that the plaintiff was the fee simple owner of all the parcel of land referred to in the Statement of Claim, granted an injunction restraining the defendant, her servants or agents from entering or remaining on the said parcel of land described in the Statement of Claim and ordered the defendant to pay damages in the sum of \$500.00 for trespass.

Against that judgment the defendant appealed. Originally the grounds of appeal were as follows : (1) The learned Judge erred in law (a) by proceeding with the trial of the action after the same was already part-heard by His Lordship Mr. Justice M. Corbin on the 21st October, 1970; and (b) by holding that the plaintiff acquired title to the land by prescription, and (2) The decision is unreasonable and/or cannot be supported having regard to the evidence. Learned Counsel for the defendant, however, did not pursue grounds (1)(b) and (2). He argued a single ground and that is that the trial was a nullity because it was proceeded with by Achong J. when it was already part-heard by Corbin J. In support of his ground of appeal he referred us to Order 61 Rule 2 of the Rules of the Supreme Court which provides :

"When any application ought to be made to or any jurisdiction exercised by the Judge by whom a cause or matter has been tried, if such Judge shall die or cease to be a Judge of the Supreme Court, or if for any other reason it shall be impossible or inconvenient that such Judge should act in the matter, the Chief Justice may either by a special order in any cause or matter, or by a general order applicable to any class of causes or matters, nominate some other Judge to whom such application may be made, and by whom such jurisdiction may be exercised."

Counsel quoted to us the case of Bolton v. Bolton (1949) 2 All E.R.908 in which it was held that where proceedings have been started and evidence given before a judge or magistrate who is judge both of fact and law it is not proper, even with the consent of the parties, to

10 continue the proceedings before another judge or magistrate, especially where there is the slightest risk of any conflict of evidence. In that case there was a grave conflict of evidence and the second magistrate, who made an order in favour of the wife, was not in a position to compare the evidence of the wife with that of the husband whom he had not heard and it was held that the whole proceeding was irregular; but the Court came to the conclusion in the final analysis that the case was so clear it would be wrong to send it back. So that case is not on all fours with this.

In the Court
of Appeal

No.10
Judgment of
Court of
Appeal

2nd February
1976
(cont'd)

20 Another authority to which we were referred was The Forest Lake case (1966) 3 All E.R. 833. In that case the matter was part-heard. The trial Judge fell ill, certain evidence was taken on commission and was also tested by cross-examination before an examiner. The trial Judge retired before the adjourned hearing was resumed and another Judge was appointed under the English Rules of the Supreme Court, Ord.4, r.8(2) to try the case de novo. Upon application on a summons for directions that, on the new trial, the evidence already given at the part-heard proceedings should be used on the ground of saving expense and also on the ground of
30 inconvenience to the witnesses already called it was held that the application should be granted. Again, those facts are distinguishable from the instant case.

40 Counsel for the appellant frankly conceded that if the parties at the hearing before the learned Judge had expressly consented to the trial being begun afresh before Achong J., he would have no cause for complaint, but he made the rather extraordinary submission that implied consent was not good enough and, in the absence of express consent, the implied consent of the parties in the case cannot be inferred. He contended that it was irregular for the trial Judge to have heard the matter and that the whole trial was vitiated in the result.

In the Court
of Appeal

No.10
Judgment of
Court of
Appeal

2nd February
1976
(cont'd)

We do not agree with that submission.
In this connection we refer to 9 Halsbury's
Laws 3rd Ed. p.352 para. 824 which states
inter alia as follows - and we think this
really is decisive on the point under
reference -

"Where the court has jurisdiction over
the particular subject matter of the
action or the particular parties, and
the only objection is whether, in the
circumstances of the case, the court
ought to exercise jurisdiction, the
parties may agree to give jurisdiction
in their particular case, or a defendant
by appearing without protest, or by
taking any steps in the action, may
waive his right to object to the court
taking cognisance of the proceedings."

10

It is quite clear that the court in this
case had jurisdiction to try the matter. It
is not a case where the court was without
jurisdiction. It is well settled that where
the court has no jurisdiction, the parties
cannot by consent give it a jurisdiction which
it does not have. But no question of lack of
jurisdiction arises here. What arises here
is whether the parties consented to the court
proceeding with a case in which it clearly
had jurisdiction. We are of opinion that the
submission made by counsel for the plaintiff
in reply to the point made by counsel for the
defendant is correct: the parties did in fact
consent impliedly. In any event, the defendant
appeared in the case without taking any
objection and in the circumstances we hold
that the point taken by counsel for the
defendant/appellant is not a good one.

20

30

Nothing further need be said since counsel
has not pursued any other ground. We might
only say that the learned Judge, after careful
analysis of the evidence, came to the conclusion
that the plaintiff's case was established.
We think he was right in coming to that
conclusion.

40

For these reasons, the appeal will be
dismissed with costs.

Mr. W.Gaspard for the appellant
Mr. R.Benjamin appeared for the respondent.

No. 11

In the Court
of Appeal

ORDER OF COURT OF APPEAL

No.11

Order of Court
of Appeal

TRINIDAD AND TOBAGO

2nd February
1976

IN THE COURT OF APPEAL

Civil Appeal No.33 of 72
High Court No.921 of 67

BETWEEN

MILDRED PARRIS Defendant/Appellant

And

10

SOOKDAYAH DOOKIE Plaintiff/Respondent

Entered and Dated the 2nd day of February, 1976

Before the Honourable SIR ISAAC HYATALI (PRESIDENT)
MR. JUSTICE CLEMENT PHILLIPS
MR. JUSTICE EVAN REES

UPON READING the Notice of Appeal filed
herein on behalf of the above-named Defendant/
Appellant dated the 28th day of June, 1972, and
the judgment hereinafter mentioned

UPON READING the Record filed herein

20

UPON HEARING Counsel for the Defendant/
Appellant and Counsel for the Plaintiff/Respondent

IT IS ORDERED

- (i) that this appeal be and the same is
hereby dismissed
- (ii) that the judgment of the Honourable
Mr. Justice Carlton Achong dated the
29th day of May, 1972, be and the same
is hereby affirmed
- (iii) that the costs of this appeal be taxed

In the Court
of Appeal

No.11
Order of Court
of Appeal

2nd February
1976
(cont'd)

and paid by the Defendant/Appellant
to the Plaintiff/Respondent

/s/ Wendy Punnette-Hope
Asst. Registrar

(sic)

No.12
Order for
Conditional
leave to
appeal to
Her Majesty
in Council

26th April
1976

No. 12

ORDER FOR CONDITIONAL LEAVE
TO APPEAL TO HER MAJESTY IN
COUNCIL

TRINIDAD AND TOBAGO

IN THE COURT OF APPEAL

10

No.33 of 1972

BETWEEN

MILDRED PARRIS Defendant/Appellant

And

SOOKDAYAH DOOKIE Plaintiff/Respondent

Entered the 26th day of April, 1976,
On the 16th day of March, 1976,

Before the Honourable the Chief Justice Sir
Isaac Hyatali, Mr. Justice Clement Phillips,
Mr. Justice Evan Rees.

20

Upon hearing the Motion of the above named
Applicant dated the 4th day of February, 1976,
referred into this Court this day, for leave
to appeal to Her Majesty in Council against

the Judgment of the Court of Appeal made herein on the 2nd day of February, 1976

In the Court
of Appeal

Upon reading the said Notice of Motion and the affidavit of Gordon O. Harper sworn to the 4th day of February, 1976, and the affidavit of Mildred Parris sworn to the 24th day of February, 1976 both filed herein

No.12
Order for
Conditional
leave to appeal
to Her Majesty
in Council

26th April 1976
(cont'd)

10 Upon hearing Counsel for the Applicant and Counsel for the Respondent

THIS COURT DOTH ORDER

that subject to the performance by the applicant of the conditions hereinafter mentioned and also to the final order of this Court upon the compliance with such conditions leave to appeal to her Majesty is hereby granted to the applicant

AND THIS COURT DOTH FURTHER ORDER

20 (1) That the applicant do within 90 days provide security in the sum of £500 sterling to the satisfaction of the Registrar or deposit into court the said sums for the due prosecution of the said appeal and for the payment of all such costs as may be payable by her in the event of her obtaining an order granting her final leave to appeal or of the appeal being dismissed for non-prosecution or of the Judicial Committee of the Privy Council ordering her
30 to pay the costs of the appeal

40 (2) That the Applicant do within ninety days from the date hereof take out all appointments that may be necessary for the settling and preparation of the transcript record that has been settled and that the provisions of this order on the part of the applicant have been complied with and be transmitted by the Registrar of the Supreme Court to the Registrar of the Privy Council within sixty days from the date of such certificate.

In the Court
of Appeal

No.12
Order for
Conditional
leave to
appeal to Her
Majesty in
Council

26th April
1976
(cont'd)

(3) That the applicant do within one hundred and twenty days from the date hereof bring this petition into Court upon an application for the final order for leave to appeal

(4) That execution of the Judgment of the Court of Appeal herein and all costs incurred in the entire action be stayed until the determination of the appeal to Her Majesty in Council or further order

(5) That the costs of and occasioned by this Motion be costs in the cause to abide the result of the Appeal

10

(6) That each party may be at liberty to apply as may be advised.

Registrar

No.13
Order for
Final Leave
to Appeal
to Her
Majesty in
Council

18th August
1976

No. 13

ORDER FOR FINAL LEAVE TO
APPEAL TO HER MAJESTY IN
COUNCIL

TRINIDAD AND TOBAGO

20

IN THE COURT OF APPEAL

On appeal from the Court of Appeal of
Trinidad and Tobago

Civil Appeal 33 of 1972

BETWEEN

MILDRED PARRIS Defendant/Appellant

And

SOOKDAYAH DOOKIE Plaintiff/Respondent

Entered the 18th day of August, 1976

Dated the 26th day of July, 1976

30

Before the Honourable The Chief Justice Sir Isaac
Hyatali, Mr. Justice Evan Rees and Mr. Justice
M. Corbin.

Upon hearing the motion of the above named appellant dated the 14th day of July, 1976 referred into this Court this day for final leave to appeal to Her Majesty in Council against the Judgment of the Court of Appeal made herein on the 2nd day of February, 1976

In the Court of Appeal

No.13
Order for Final Leave to Appeal to Her Majesty in Council
18th August 1976
(cont'd)

10

Upon reading the said Notice of Motion and the two affidavits of Gordon Oscar Harper sworn to the 25th day of June, 1976 and the 23rd day of July, 1976 and the exhibit thereto annexed, and all filed herein

Upon hearing Counsel for the appellant and counsel for the respondent

THIS COURT DOTH ORDER

(a) That Final Leave to appeal to Her Majesty in Her Majesty's Privy Council be granted the appellant

20

(b) That the costs of and occasioned by this motion be costs in the cause to abide final determination of the appeal

Sgd. S.Cross
Asst. Registrar.

No. 14

ORDER GRANTING FINAL LEAVE TO APPEAL TO THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

No.14
Order granting Final Leave to Appeal to the Judicial Committee of the Privy Council

16th December 1976

TRINIDAD AND TOBAGO

IN THE COURT OF APPEAL

Civil Appeal No.33 of 1972

30

BETWEEN

MILDRED PARRIS

Defendant/
Appellant

AND

SOOKDAYAH DOOKIE

Plaintiff/
Respondent

In the Court
of Appeal

Dated and Entered the 16th day of December 1976
Before The Honourables the Chief Justice
Mr. Justice Maurice Corbin
Mr. Justice Evan Rees

No. 14
Order granting
Final Leave
to Appeal to
the Judicial
Committee of
the Privy
Council
16th December
1976
(cont'd)

UPON READING the Notice of Motion filed
on behalf of the above-named Defendant/Appellant
dated the 16th day of December 1976, the
affidavit of Gordon Oscar Harper sworn to on
the 16th day of December 1976 and the exhibit
attached thereto and the affidavit of Sharon
John sworn to on the 21st day of January 1977

10

AND UPON HEARING Counsel for the Defendant/
Appellant and Counsel for the Plaintiff/Respondent

IT IS ORDERED

that subject to the filing of an affidavit
of service final leave be and the same is
hereby granted to the Defendant/Appellant to
appeal to the Judicial Committee against the
Judgment of this Court dated the 2nd day of
February 1976 and that the costs of this
motion do abide the determination of the
Appeal to the Judicial Committee.

20

(Sgd)

REGISTRAR.

No. 15
List of
Documents
excluded from
the Record

No. 15
DOCUMENTS EXCLUDED FROM THE RECORD

No.	Description of Document	Date
1.	Entry of Appearance	28. 6.67
2.	Summons for direction	7. 6.68
3.	Order for directions	14. 6.68
4.	Entry of Action on General List	17. 9.68
5.	Letter	28.12.68
6.	Letter	28.12.68
7.	Request to issue Writs of Subpoena	

EXHIBIT "P.D.1"

COPY OF DEED No. 3967/67

Exhibits

"P.D.1"

Copy of
Deed No.
3967/67

21st April
1967

T R I N I D A D

3967

This Deed was prepared by me and I hereby certify that the consideration for the transaction hereby affected does not exceed \$1500.00.

Sgd. T.Malcolm Milne
Conveyancer.

10

THIS DEED made the Twenty first day of April, in the year of Our Lord One thousand nine hundred and sixty-seven Between EDWARD DOOKIE of the Eastern Main Road D'Abadie in the Island of Trinidad, Proprietor (hereinafter called "the Vendor") of the one part and SOOKDAYAH DOOKIE of the Eastern Main Road, aforesaid, Housewife (hereinafter called "the Purchaser") of the Other Part

20

W I T N E S S E T H that in consideration of the sum of FIVE HUNDRED DOLLARS (\$500.00) paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Purchaser All and Singular those freehold hereditaments situate at Eastern Main Road, D'Abadie Village in Ward of Tacarigua in the Island of Trinidad comprising ONE LOT more or less measuring approximately 45 feet on its Northern and Southern boundaries and approximately 135 feet on its Eastern and Western boundaries and bounded on the North by the Eastern Main Road on the South by lands now or lately of Louis Fifi on the East by lands of Samuel William Gilkes and on the West by lands of Calpalty and Dookie or howsoever otherwise may be bounded known or designated TO HOLD the same unto and to the use of the Purchaser in fee simple free from encumbrances.

30

40

IN WITNESS WHEREOF the said EDWARD DOOKIE has hereunto set his hand the day and year first hereinabove written

Exhibits

"P.D.1."

Copy of
Deed No.
3967/67

21st April
1967
(cont'd)

SIGNED AND DELIVERED by the)
within named EDWARD DOOKIE) Sgd. Edward Dookie
as and for his act and deed)
in the presence of :

Sgd. Colleen Legall,
32 St.Vincent Street,
Port of Spain,

Stenographer.

Sgd. Steadman M.Granger

STEADMAN M. GRANGER
Justice of the Peace.

10

I, COLLEEN LEGALL of No.32 St. Vincent Street, in the City of Port of Spain, in the Island of Trinidad, Stenographer, make oath and say that I was personally present on the 21st day of April, 1967 together with Steadman Makepeace Granger, Justice of the Peace at Eastern Main Road, D'Abadie, in the said Island of Trinidad and did then and there see Edward Dookie one of the parties to the within written deed purporting to be a deed of two parts and made between the said Edward Dookie of the One Part and Sookdayah Dookie of the other part sign and deliver the same as and for his act and deed; that the signature "Edward Dookie" to the said deed subscribed is of the true and proper handwriting of the said Edward Dookie and that the signature "Colleen Legall" and "Steadman M. Granger" to the said deed subscribed as of the witnesses to the execution of the same by the said Edward Dookie are respectively of the true and proper handwritings of me this deponent and of Steadman Makepeace Granger, Justice of the Peace.

20

30

Sworn to at No.30A St.Vincent)
St. P.O.S., this 25th day of) Sgd. Colleen LeGall
April, 1967)

Before me,
O.E.Morle
Commissioner of Affidavits.

I, ULDRICK MILTON BRANFORD, ACTING DEPUTY Registrar 40

General of Trinidad and Tobago, do hereby
Certify that the annexed Deed dated the 21st
day of April in the year One thousand nine
hundred and sixty-seven and expressed to be
made between EDWARD DOOKIE of the one part and
SOOKDAYAH DOOKIE of the other part was delivered
to me by Clyde Flemming, Law Clerk of Port-of-
Spain for Registration on Wednesday the 26th
day of April in the year One thousand nine
hundred and sixty-seven at 24 minutes before
2 o'clock in the afternoon and that the said
Deed is Registered under No.3967 of the year
One thousand nine hundred and sixty-seven
that the number of Pages on which the said
Deed with affidavit is written is two.

Exhibits

"P.D.1"
Copy of
Deed No.
3967/67

21st April
1967
(cont'd)

10

Dated at Port of Spain, this 26th day of
April in the year One thousand nine hundred
and sixty-seven.

Fee \$4.80

U.M. BRANFORD

20

Ag. Dep. Registrar
General

TRINIDAD AND TOBAGO

REGISTRAR GENERAL'S OFFICE,
RED HOUSE,
PORT OF SPAIN, T'DAD, W.I.

22 January, 1970

I certify that the foregoing FOUR pages
contain a true and correct copy of the
Original protocoled under No.3967 Protocol
of DEEDS for the year 1967.

30

Sgd. E.D.S.Braithwaithe
Deputy Registrar General

Exhibits

"P.D.2"

Copy of Deed
No.9474/63

20th July
1963

EXHIBIT "P.D.2"

COPY OF DEED No. 9474/63

This is the deed marked "A" referred to in affidavit of CARLTON GONZALES sworn 29th day of July - -, 1963, before me.

Sgd. A.C.Clarke
Commsr. of Affdts.

TRINIDAD AND TOBAGO

9474

I certify that the transaction hereby effected does not form part of a land transaction or of a series of Transactions in respect of which the Amount or value or the aggregate amount or value of the consideration exceeds One thousand five hundred dollars.

10

Sgd. Michael Mackay
Conveyancer

THIS DEED is made the Twentieth day of July in the year of Our Lord One thousand nine hundred and sixty-three Between FITZROY HERBERT GILKES of Eastern Main Road, D'Abadie, in the Ward of Tacarigua in the Island of Trinidad, Retired School Teacher, in his capacity as legal personal representative of Samuel William Gilkes otherwise Samuel Gilkes, deceased, (hereinafter called "the Vendor") of the One Part and MILDRED PARRIS of Eastern Main Road, D'Abadie aforesaid, Proprietress (hereinafter called "the Purchaser") of the Other Part:

20

30

WHEREAS at the date of his death next hereinafter recited Samuel William Gilkes otherwise Samuel Gilkes (hereinafter called "the said deceased") of D'Abadie aforesaid was seised and possessed in fee simple free from encumbrances of the freehold hereditaments described in the Schedule hereto.

AND WHEREAS the said deceased died intestate

on the 28th day of December, 1920 and on the 2nd day of May, 1973 Letters of Administration of his estate were granted by the High Court of Justice to the Vendor as the lawful child and one of the next of kin of the said deceased: Henrietta Gilkes the lawful widow and relict of the said deceased survived him and has since died without having taken upon herself letters of administration of his estate. An authenticated copy of the said grant and letters of administration is registered in the office of the Registrar-General as No. of the Protocol of Wills for the year 1963.

Exhibits

"P.D.2"

Copy of Deed
No.9474/63

20th July
1963
(cont'd)

AND WHEREAS the Vendor has agreed to sell and the Purchaser to purchase the said hereditaments for an estate in fee simple free from incumbrances at the price or sum of Three hundred and thirty dollars.

NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the sum of THREE HUNDRED AND THIRTY DOLLARS paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor hereby acknowledges) the Vendor as legal personal representative of the said deceased HEREBY CONVEYS unto the Purchaser All and Singular the freehold hereditaments described in the Schedule hereto TO HOLD the same unto and to the use of the Purchaser in fee simple.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first hereinabove written

THE SCHEDULE ABOVE REFERRED TO

ALL AND SINGULAR that piece or parcel of land comprising ONE LOT situate at D'Abadie in the Ward of Tacarigua in the Island of Trinidad and bounded on the North by the Eastern Main Road on the South by lands of Fifi on the East by lands of Kong and on the West by lands of Kong and on the West by lands of Bowdie.

Exhibits

"P.D.2"

Copy of Deed
No.9474/63

20th July
1963
(cont'd)

This Deed was prepared by me:

Sgd: Michael Mackay

Certificated Conveyancer.

SIGNED AND DELIVERED by the)
 within named FITZROY HERBERT)
 GILKES as and for his act) Sgd. Fitzroy H. Gilkes
 and deed as legal personal)
 representative of Samuel)
 William Gilkes otherwise)
 Samuel Gilkes, deceased,)
 in the presence of)

10

Sgd. Indecipherable

And of me
 Sgd. Michael Mackay
 Conveyancer.

I, CARLTON GONZALES of 16 Lockhart Lane,
 Belmont in the City of Port of Spain in the
 Island of Trinidad, Law Clerk, make oath and say
 that I was personally present together with
 Michael Mackay, Conveyancer, on the 20th day of
 July, 1963 at Port of Spain aforesaid and did
 then and there see FITZROY HERBERT GILKES one
 of the parties to the deed hereto prefixed and
 marked "A" purporting to be a deed of two parts
 and made between the said Fitzroy Herbert Gilkes
 in his capacity as legal personal representative
 of Samuel William Gilkes otherwise Samuel Gilkes
 deceased of the one part and Mildred Parris of
 the other part sign and deliver the same as and
 for his act and deed as legal personal representa-
 tive of Samuel William Gilkes, otherwise Samuel
 Gilkes, deceased AND that the signature "FITZROY
 H. GILKES" thereto subscribed is of the true and
 proper handwriting of the said Fitzroy Herbert
 Gilkes AND that the signatures "CARLTON GONZALES"
 and "MICHAEL MACKAY" there respectively subscribed
 as those of the witnesses attesting the due
 execution of the same in manner aforesaid are of
 the true and proper handwriting of me this
 deponent and of the said Michael Mackay.

20

30

Sworn to at No.30 St.Vincent)
 Street, Port of Spain, this) Sgd. Carlton Gonzales
 29th day of July ---, 1963,)
 before me)

40

Sgd. A.C. Clarke
 Commsr. of Affdts.

10 I, ERROL DONALD STEWART BRAITHWAITE, DEPUTY Registrar General of Trinidad and Tobago, do hereby Certify that the annexed Deed dated the 20th day of July in the year One thousand nine hundred and sixty-three and expressed to be made between FITZROY HERBERT GILKES in his capacity as legal personal representative of Samuel William Gilkes otherwise Samuel Gilkes of the one part and MILDRED PARRIS of the other part was delivered to me by E. Moniquette Clerk to M. Hamel-Smith & Co., Solicitors and Conveyancers of Port of Spain for Registration on Tuesday the 30th day of July in the year One thousand nine hundred and sixty-three at 30 minutes after 10 o'clock in the forenoon and that the said Deed is Registered under No.9474 of the year One thousand nine hundred and sixty-three that the number of Pages on which the said Deed with affidavit is written is three.

Exhibits

"P.D.2"

Copy of Deed
No.9474/63

20th July
1963
(cont'd)

20 Dated at Port of Spain, this 30th day of July in the year One thousand nine hundred and sixty-three.

Fee \$4.80

E.D.S. BRAITHWAITE
Deputy Registrar General.

TRINIDAD AND TOBAGO

REGISTRAR GENERAL'S OFFICE,
RED HOUSE,
PORT OF SPAIN.

30 23rd February, 1970

I certify that the foregoing FIVE pages contain a true and correct copy of the Original protocolled under No.9474 Protocol of DEEDS for the year 1963.

Sgd. E.D.S. BRAITHWAITE
Deputy Registrar General

Exhibits

EXHIBIT "P.D. 3"

"P.D. 3."

COPY OF PLAN No. 29362

Copy of
Plan No.
29362

No. 29362

March 1967

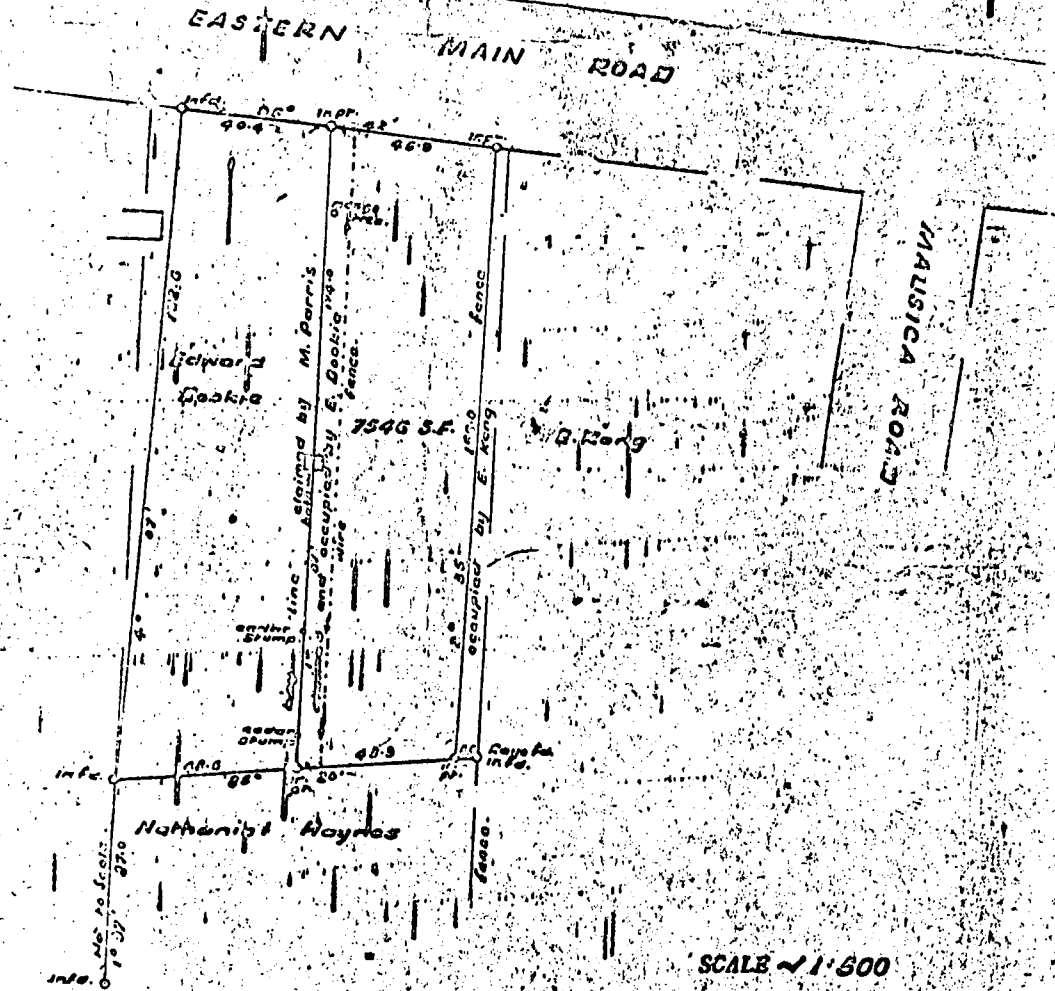
L. and S. - 53

C.N.

Cadastral Sheet D 24

Ward of Arima

County of St George



SCALE 1:600

Note: To show various bearings refer to Dissected in feet.

PLAN of a Parcel of land coloured pink in the Ward of Arima

Containing seven thousand five hundred and forty six square feet.

Surveyed by me, with due authority, in March 1967 for Mildred Parris.

H. Hamilton
Land Surveyor, Trinidad 14th March 1967

G.P. No. 522-7,000-0/04

92/17
C.S.
P.B.T.

COPY OF PLAN No. 31372

No. 31372

Ward of Tacarigua
County of St. George

L. 445-48

"D'Abadie"

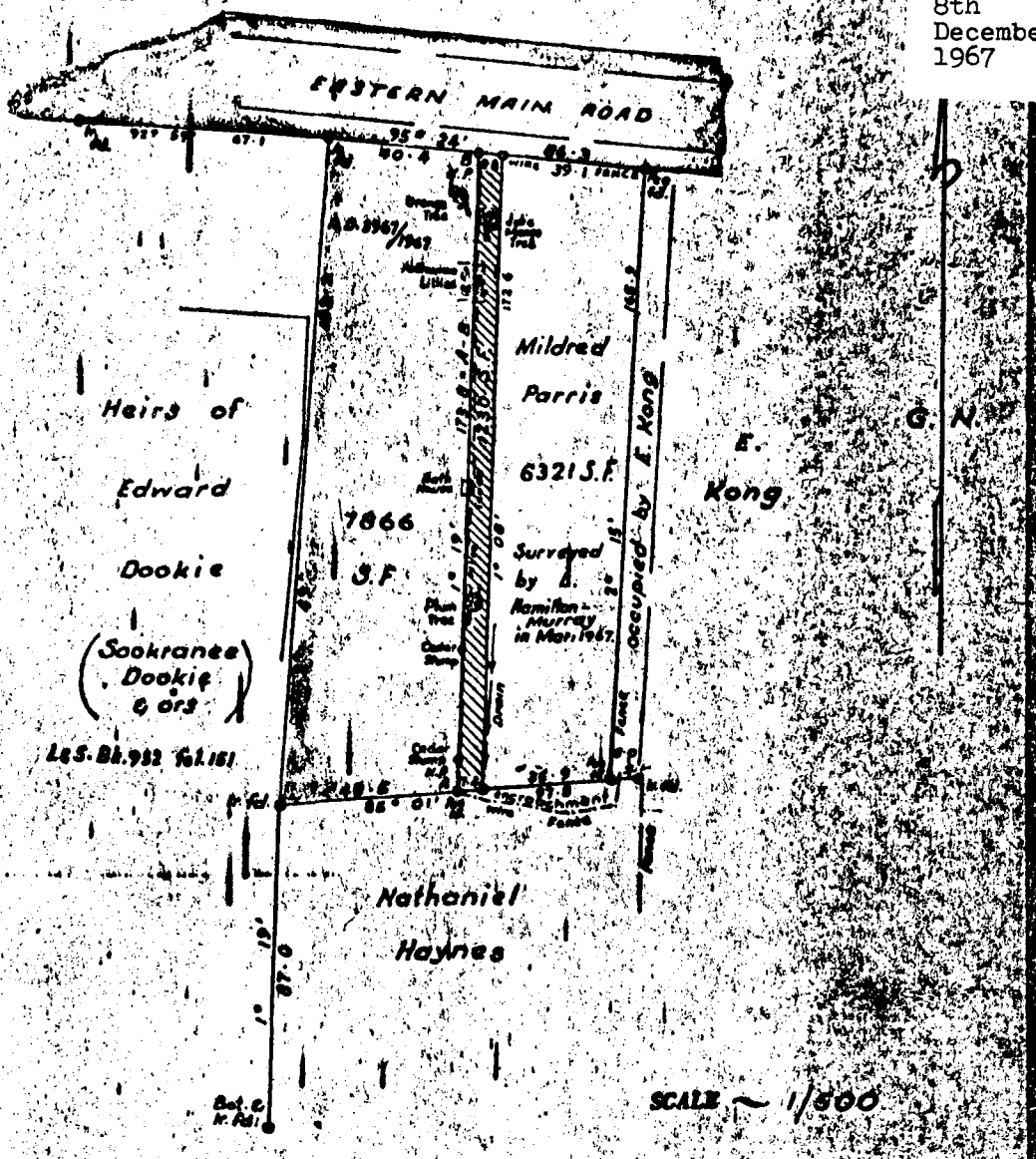
Cadastral Sheet, B. 24. B

Exhibits


"P.D.4"

Copy of
Plan No.
31372

8th
December
1967



Note: To obtain compass bearings and distances in feet

 denotes disputed area claimed by S. Dookie & M. Parris.

PLAN of 2 Parcels of land coloured pink in the Ward of Tacarigua

Containing respectively seven thousand eight hundred & sixty-six sq. feet, and one thousand, two hundred & thirty sq. feet

Surveyed by me, with due authority, in Dec 1967 for Sookdayah Dookie

[Signature]
Land Surveyor, Trinidad

Exhibits

"P.D.5"

Copy of Deed
No.381/54

4th January
1954

EXHIBIT "P.D.5"

COPY OF DEED No.381/54

TRINIDAD

381

Prepared by me

Sgd. Neil Fitzwilliam
Conveyancer

THIS DEED made the Fourth day of JANUARY in the Year of Our Lord One thousand nine hundred and fifty-four Between DENASARY of Las Lomas in the Ward of Cunupia in the Island of Trinidad the Legal Personal Representative of Bowdhee, deceased (hereinafter called "the Personal Representative") of the one part and the said DENASARY in her private capacity (hereinafter called "the Beneficiary") of the other part

10

WHEREAS the said Bowdhee (hereinafter referred to as "the deceased") died on the 17th day of July 1936 intestate and Letters of Administration to her estate were on the 10th day of July 1953 granted by the Supreme Court of Trinidad and Tobago to the Personal Representative as the sole surviving natural child of the deceased an authenticated copy whereof is registered as No.462 of 1953.

20

AND WHEREAS the Personal Representative has paid all funeral and testamentary expenses and debts of the deceased which have come to her knowledge and has agreed to execute the assent and conveyance hereinafter appearing.

30

NOW THIS DEED WITNESSETH that in consideration of the premises and of the provisions of the Administration of the Estates Ordinance Ch.8 No.1 and of all other powers hereunto enabling the Personal Representative as the Legal Personal Representative of the deceased hereby conveys unto the Beneficiary All and Singular that certain piece or parcel of land situate at D'Abadie Village in the Ward of Tacarigua sometimes described as in the Ward of Arima in the said Island comprising One Lot measuring forty-five feet from East to West on the Northern and

40

Southern boundary lines and One hundred and thirty-five feet from North to South on the Eastern and Western boundary lines and bounded on the North by the Public Road on the South by lands now or formerly of Louis Fifi on the East by lands of Samuel William Gilkes and on the West by lands of Calpalty and Dookie or howsoever otherwise the same may be bounded known or designated TO HOLD the same unto and to the use of the Beneficiary in fee simple.

Exhibits
"P.D.5"
Copy of Deed
No.381/54
4th January
1954
(cont'd)

10

IN WITNESS WHEREOF the Personal Representative has hereunto set her hand the day and year first hereinabove written

Signed and delivered by the)
said DENASARY as and for her) Denasary Her
act and deed in the presence) "X"
of:) mark

Sgd. Noble Barry) And of me
17 St.Vincent St.,) Sgd. Neil Fitzwilliam
Port of Spain) Conveyancer
Solicitor's Clerk.

20

I, NOBLE STEPHEN BARRY of No.17 St.Vincent Street in the City of Port of Spain in the Island of Trinidad, Solicitor's Clerk, make oath and say that I was personally present on the 4th day of January, 1954 at Port of Spain aforesaid and did then and there see Denasary one of the parties to the within written deed purporting to be a deed of two parts and made between the said Denasary the Legal Personal Representative of Bowdhee of the one part and the said Denasary in her private capacity of the other part sign and deliver the same as and for her act and deed and that the Cross or mark "X" affixed after the name Denasary and between the words her and mark is the true hand mark of the said Denasary and that the signatures "Noble S.Barry" and "Neil Fitzwilliam" the said deed subscribed as of the witnesses to the execution of the same by the said Denasary are of the true proper and respective handwritings of me this deponent and of the said Neil Fitzwilliam.

30

40

Sworn to at No.71 St.Vincent)
Street, Port of Spain this) Sgd. Noble S.Barry
12th day of January, 1953)

Before me,
Sgd. O.E.Morle
Commissioner of Affidavits

Exhibits

A. Registrar General-24

"P.D.5"

Copy of Deed
No. 381/54

4th January
1954
(cont'd)

I, FRANCIS APPOLLONIUS LUCES, Acting
Second Deputy Registrar General of the Colony
of Trinidad and Tobago, do hereby Certify that
the annexed Deed dated the 4th day of January
in the year One thousand nine hundred and fifty-
four and expressed to be made between DENASARY
of the one part and DENASARY of the other part
was delivered to me by Neville Lord of Port of
Spain, Writing Clerk for Registration on
Friday the 15th day of January in the year One
thousand nine hundred and fifty-four at 30
minutes after 11 o'clock in the forenoon and
that the said Deed is registered under No. 381
of the year One thousand nine hundred and fifty-
four that the number of Pages on which the said
Deed is written is three.

10

Dated at Port of Spain, this 15th day of
January in the year One thousand nine hundred
and fifty-four

20

Fee .24¢

F.A. LUCES

Acting 2nd Deputy Registrar
General

TRINIDAD AND TOBAGO

REGISTRAR GENERAL'S OFFICE,
RED HOUSE,
PORT OF SPAIN, T'DAD, W.I.

22 January, 1970

I certify that the foregoing FIVE pages
contain a true and correct copy of the Original
protocolled under No. 381 Protocal of DEEDS for
the year 1954.

30

Sgd. E.D.S. BRAITHWAITE
Deputy Registrar General.

EXHIBIT "P.D.6"

COPY OF DEED No.1770/18

Exhibits

"P.D.6"

Copy of Deed
No.1770/18

27th May 1918

This Deed was prepared by me
Sgd. C.H.Jos de Gannes
Barrister-at-Law.

TRINIDAD

1770

10 This Deed made this twenty-seventh day of
 May in the year of Our Lord One thousand nine
 hundred and eighteen Between Samuel William Gilks
 of Dabadie Village in the Ward of Arima in the
 Island of Trinidad formerly a cooper of the one
 part and Bowdhee of the same place labourer of
 the other part Witnesseth that in consideration
 of the sum of forty-five dollars as purchase
 money paid to the said Samuel William Gilkes by
 the said Bowdhee before the execution of these
 presents (the receipt of which sum the said
 Samuel William Gilks hereby acknowledges) the
 said Samuel William Gilks as beneficial owner
 20 hereby conveys unto the said Bowdhee All and
 Singular that certain piece or parcel of land
 situate in Dabadie Village aforesaid comprising
 one lot measuring forty-five feet from East to
 West on the northern and southern boundary lines
 and one hundred and thirty-five feet from north
 to South on the eastern and Western boundary
 lines and bounded on the North by Public Road
 on the South by lands now or formerly of Louis
 Fifi on the East by lands of the said Samuel
 30 William Gilks and on the West by lands of
 Calpalty and Dookee or howsoever otherwise the
 same may be bounded known or described. To Hold
 the same unto and to the Use of the said Bowdhee
 in fee simple. IN WITNESSETH WHEREOF the said
 Samuel William Gilks hereto has hereunto set
 his hand the day and year first hereinabove
 written

40 Signed and delivered by the) His
 said Samuel William Gilks) Samuel William "X"
 in the presence of :) Gilks Mark

Sgd. Ferdinand Le Rose of Arima Writing Clerk

Exhibits

"P.D.6"

Copy of Deed
No.1770/18

27th May 1918
(cont'd)

and before me:

C.H. Jos. de Gannes
Barrister-at-Law.

I, Ferdinand La Rose of the town of Arima in the Island of Trinidad Writing Clerk make oath and say that I was personally present on the 27th day of May A.D. 1918 at Arima aforesaid and did then and there see Samuel William Gilks one of the parties to the within written deed purporting to be a deed of two parts and made between the said Samuel William Gilks of the one part and Bowdhee of the other part sign and deliver the same as and for his proper act and deed and that the cross mark "X" affixed after the name Samuel William Gilks and between the words "his" and "mark" to the said deed is the proper hand mark of the said Samuel William Gilks and also that the signatures "Ferdinand La Rose" and "C.H.Jos. de Gannes" to the said deed thereto subscribed as those of the witnesses attesting the execution of the same by the said Samuel William Gilks as of the proper handwriting of me this deponent and of Charles Henry Joseph de Gannes, Barrister-at-Law.

10

20

Sworn to at the town of)
Arima in the Island of) Sgd. Ferdinand La Rose
Trinidad the 5th day of)
June A.D. 1918)

Before me:

30

Sgd. J.E. Jeffers Asst. C. Peace.
Ex Officio Commissioner of Affidavits.

Registrar General, Form A. (No.197/668)-1594-1,
1000-3915

I, Thomas Irwin Potter Registrar-General of the Colony of Trinidad and Tobago, do hereby Certify that the annexed Deed dated the twenty-seventh day of May in the Year One thousand nine hundred and eighteen and expressed to be

made between Samuel William Gilks of the one part and Bowdhee of the other part, was delivered to me Ferdinand La Rose at Arima, Writing Clerk, for Registration on Wednesday the Fifth day of June in the Year One thousand nine hundred and eighteen at twenty-seven minutes after one o'clock in the afternoon, and that the said Deed is Registered under No.1770 of the Year One thousand nine hundred and eighteen that the number of Pages on which the said Deed is written is Four.

Exhibits

"P.D.6"

Copy of Deed
No.1770/18

27th May 1918
(cont'd)

10

Dated at Port of Spain, this sixth day of June in the year One thousand nine hundred and eighteen.

Fee 10/-

Sgd. Thomas J.Potter
Registrar-General.

TRINIDAD AND TOBAGO

REGISTRAR GENERAL'S OFFICE,
RED HOUSE,
PORT OF SPAIN, T'DAD, W.I.

20

22nd January, 1970

I certify that the foregoing FIVE pages contain a true and correct copy of the Original protocolled under No.1770 Protocol of DEEDS for the year 1918.

Sgd. E.D.S.Braithwaite
Deputy Registrar General

Exhibits

"P.D.7"

Copy of Deed
No.6814/57

13th April
1957

EXHIBIT "P.D.7"

COPY OF DEED No.6814/57

TRINIDAD:

This Deed was prepared by me and I hereby certify that the within deed does not form part of any transaction or series of transactions amounting in the aggregate to \$1,440.00

Sgd. Matthew Ramcharan
Barrister-at-Law

10

6814

THIS DEED made the Thirteenth day of April in the year of Our Lord One thousand nine hundred and fifty-seven Between DENASARY, of Las Lomas, in the Ward of Cunupia, in the Island of Trinidad, (hereinafter called "the Vendor") of the one part and EDWARD DOOKIE of Eastern Main Road D'Abadie in the Ward of Tacarigua, in the Island of Trinidad, Proprietor (hereinafter called the "Purchaser") of the other part

20

WHEREAS the Vendor is seised in fee simple absolute in possession free from all encumbrances and has agreed to sell the lands and hereditaments described the Schedule hereto attached at and for the price or sum of Four hundred dollars.

NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the sum of FOUR HUNDRED DOLLARS paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt of which the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Purchaser All and Singular the lands and hereditaments described in the Schedule hereto attached TO HOLD the same unto and to the use of the Purchaser in fee simple absolute in possession free from all encumbrances

30

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first hereinabove written

THE SCHEDULE REFERRED TO

ALL AND SINGULAR that certain piece or parcel

of land situate at D'Abadie Village in the Ward of Tacarigua, in the Island of Trinidad comprising ONE LOT measuring 45 feet from West to East on the Northern and Southern boundary lines and 135 feet from North to South on the Eastern and Western boundary lines and bounded on the North by the Eastern Main Road, on the South by lands now or lately of Louis Fifi and on the East by lands of Samuel Wilham and on the West by lands of Calpalty and Dooknie or howsoever otherwise the same may be bounded know or designated.

10

Exhibits

"P.D.7"

Copy of Deed
No.6814/57

13th April
1957
(cont'd)

Signed and Delivered by the)
within named DENASARY as and) Denasary Her
for her act and deed in the) "X"
presence of :-) Mark

Sgd. Clyde Gajadhar
Success Village
Laventille,
Clerk.

20

And of me,
Sgd. Matthew Ramcharan,
Barrister-at-Law.

I, CLYDE GAJADHAR, of Success Village, Laventille, in the Island of Trinidad, Clerk, make oath and say that I was personally present together with Matthew Ramcharan, Barrister-at-Law, on the 13th day of April, 1957 at Las Loams, in the said Island, aforesaid and did then and there Denasary one of the parties to the within written deed purporting to be a deed of two parts and made between the said Denasary of the one part and Edward Dookie of the other part sign and deliver the same as and for her act and deed and that the "X" or Mark to the deed thereto subscribed purporting to be the Cross or Mark of Denasary is of the true and proper handmark of the said Denasary and also that the signatures "Clyde Gajdahar" and "Matthew Ramcharan" to the said deed thereto subscribed as those of the witnesses to the due execution thereof are of the true and proper handwriting of me this deponent and of the said Matthew Ramcharan, respectively.

30

40

Exhibits

"P.D.7"

Copy of Deed
No.6814/57

13th April
1957
(cont'd)

Sworn to at No.30a St.Vincent)
Street in the City of Port-
of-Spain, on the 1st day of
June, 1957

} Sgd. Clyde Gajadhar

Before me:

Sgd. O.E. Morle

Commissioner of Affidavits.

I, MARY ODILONA LEE, Ag. 2nd Deputy Registrar
General of Trinidad and Tobago, do hereby
Certify that the annexed Deed dated the 13th
day of April in the year One thousand nine
hundred and fifty-seven and expressed to be
made between DENASARY of the one part and
EDWARD DOOKIE of the other part was delivered
to me by Clyde Gajadhar of Laventille, Clerk
for Registration on Saturday the 1st day of
June in the year One thousand nine hundred and
fifty-seven at 11 o'clock in the forenoon and
that the said Deed is Registered under No.6814
of the year One thousand nine hundred and
fifty-seven that the number of Pages on which
the said Deed is written is three.

10

20

Dated at Port of Spain, this 1st day of
June in the year One thousand nine hundred and
fifty-seven

Fee \$4.80

M.O. Lee

AG. 2nd Dep.Registrar
General

TRINIDAD AND TOBAGO

REGISTRAR GENERAL'S OFFICE
RED HOUSE,
PORT OF SPAIN, T'DAD, W.I.

22 January, 1970

Exhibits

"P.D.7"

Copy of Deed
No.6814/57

13th April
1957
(cont'd)

I certify that the foregoing FIVE pages
contain a true and correct copy of the Original
protocolled under No.6814 Protocol of DEEDS for
the year 1957.

10

Sgd. E.D.S.Braithwaithe
Deputy Registrar General

BH 932/115

Exhibits

EXHIBIT "P.D. 8"

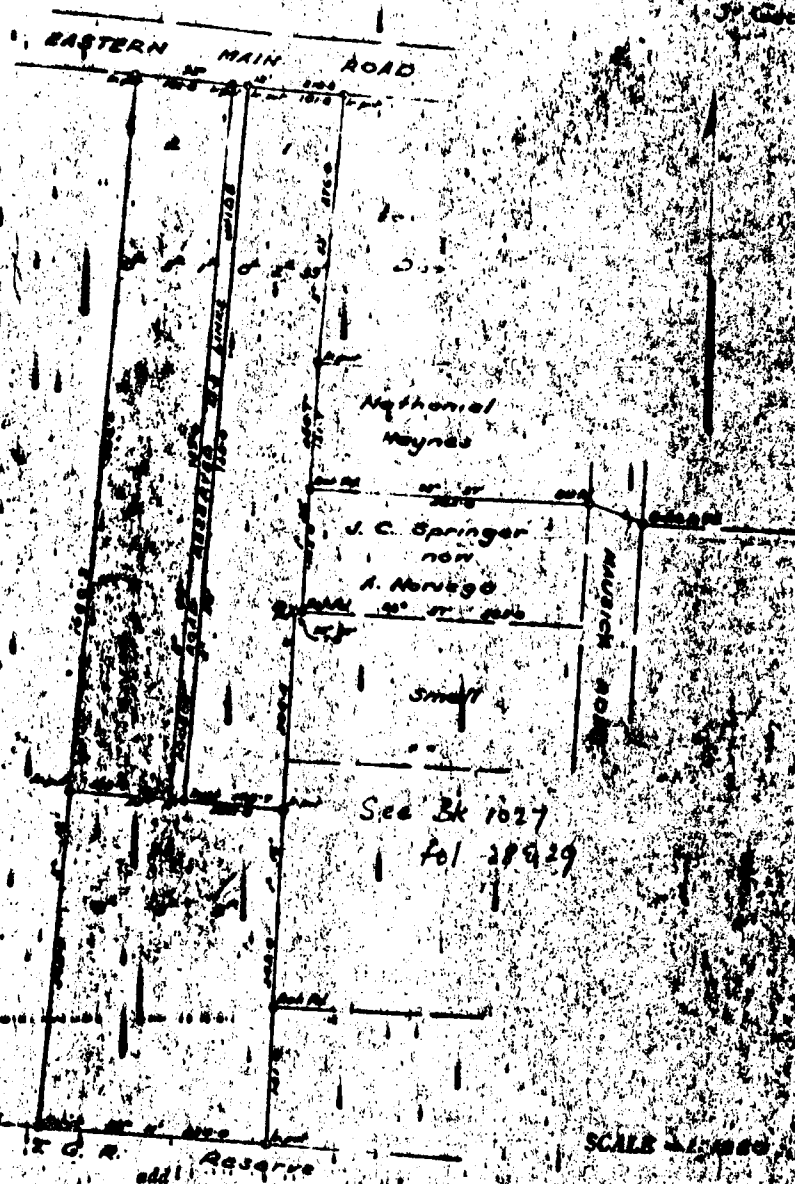
"P.D. 8"

COPY OF PLAN No. 1145

Copy of Plan No. 1145

No. 1115

November 1957



Note: To obtain compass bearings subtract 6 minutes

Distances in feet

PLAN of a Parcel of land coloured pink, green & blue in the Ward of ...

- Containing Respectively (a) Two roads and thirty nine parcels
- (b) Three roads and one parcel
- (c) Three roads and five parcels

Surveyed by me, with due authority, in October 1957 for Edward ...

Handwritten signature

Land Surveyor, Trinidad

27th November 1957

Entered in Book L.C. 11. 2. 51. G.P. No. 20-220-200-1/57

Handwritten notes and signatures at the bottom left corner.

EXHIBIT "S.D.1"

LETTER

Exhibits

"S.D.1"

Letter

22nd March
1967

GUY de GANNES
Solicitor & Conveyancer

36 Sackville Street,
Port of Spain,
Trinidad, W.I.

Phone 54284

March 22nd 1967

Mr. Edward Dookie,
Eastern Main Road,
D'Abadie.

Dear Sir,

10

I am instructed by my client Mrs. Mildred Parris of the above address that she is owner of a parcel of land adjoining your lands at D'Abadie and has produced to me a plan with respect to same made after a survey by Mr. Murray on the 10th day of March, 1967. The said plan shows a galvanised iron fence and a bath room standing on her side of the boundary which was recently erected by the tenants or occupiers of your lands.

20

She has further instructed me to ask you to cause the same to be removed at an early date in order to avoid any unpleasantness in the matter.

Hoping that you will give this letter your immediate attention.

I remain, Dear Sir,
Yours truly,

Sgd. Guy de Gannes

Exhibits

EXHIBIT "S.D.2"

"S.D.2"

REPLY

Reply

30th March
1967

D/241

30th March, 1967

Guy de Gannes, Esq.,
Solicitor etc.
36 Sackville Street,
Port of Spain.

Dear Sir,

Re: Claim of Mrs. Mildred Parris
vs. Mr. Edward Dookie

10

We are instructed by Mr. Dookie to reply to your letter of the 22nd instant.

We are instructed that the disputed boundary is the Eastern boundary of our client's land and the Western boundary of your client's land. It was previous to Mr. Murray's survey clearly demarked partly by a galvanized iron fence erected by the tenant of our client's land and partly by a wire mesh fence erected by your client. Our client and his predecessors in title occupied his parcel as limited on the East by the boundary identified by the fence for a continuous period of over 50 years. Since the survey, however, your client demolished her portion of the fence and re-erected it on our client's portion. In doing so she damaged orchids, anthurium lillies and several stools of banana plants owned by our client's tenant and occupies a strip of the land which encloses a plum tree on which fowls belonging to the tenant roost. In consequence, the fowls were dispersed and some of them lost.

20

30

We refer to the survey plan prepared by Mr. Murray. This plan, we are instructed, shows the strip along the disputed boundary as being claimed and occupied by our client.

In the circumstances, we are instructed to deny your client's claim and to require her to

remove the fence which she had erected on our client's land and to compensate his tenant for the damage done to the orchids, lillies and banana stools. If your client fails to comply with these requirements and pay our client's reasonable costs, he will have no alternative but to institute appropriate proceedings against your client in the High Court of Justice.

Exhibits
"S.D.2"
Reply
30th March
1967
(cont'd)

Yours faithfully,

10

Sgd. T. Malcolm Milne

Tce MM/brc

cc. Mrs. Sookdayah Dookie.

EXHIBIT "A"

LETTERS OF ADMINISTRATION

S.68 of 1963:

Estate Sworn at \$100.00

ADMINISTRATION

(Wills and Probate Ordinance Chapter 8 No.2)

TRINIDAD AND TOBAGO

20

IN THE HIGH COURT OF JUSTICE

In the Estate of

SAMUEL WILLIAM GILKES otherwise SAMUEL GILKES

D e c e a s e d:

On the 2nd day of May, 1963, Letters of Administration of the estate of SAMUEL WILLIAM GILKES otherwise SAMUEL GILKES of D'Abadie Tacarigua Trinidad, deceased who died there on the 28th day of December, 1920, intestate, were granted by the

Exhibits

"A"

Letters of
Administra-
tion

Exhibits

"A"

Letters of
Administra-
tion
(cont'd)

High Court of Justice to FITZROY HERBERT
GILKES otherwise FITZROY H. GILKES of Eastern
Main Road, D'Abadie aforesaid the lawful child
and one of the next of kin of the said deceased.
HENRIETTA GILKES the lawful widow and relict
of the said deceased survived him and is since
dead without having taken upon herself Letters
of Administration of his estate.

Dated this 2nd day of May, 1963

George R. Benny,
Actg. Deputy-Registrar.

10

I certify that this is a true copy of
the Original Grant filed in the Registry of
the Supreme Court of Judicature of Trinidad
and Tobago.

Dated this 14th day of March, 1970.

Sgd. Wendy-Sandra Punnett
Actg. Asst. Registrar.

Exhibits

"B"

Copy of Deed
No.1768/18
4th February
1890

EXHIBIT "B"

COPY OF DEED No. 1768/18

20

TRINIDAD

This Deed made this Fourth day of February
in the year of Our Lord One thousand eight
hundred and ninety Between Bennee Coolie of
La Thorissante Estate in D'Abadie in the Ward
of Arima Labourer of the one part and Samuel
William Gilks of Dabadie Village in the Ward of
Arima aforesaid Cooper of the other part
Witnesseth that in consideration of the sum of
Sixty five Dollars to the said Bennee Coolie paid
by the said Samuel William Gilks the receipt
whereof the said Bennee Coolie hereby acknowledges
the said Bennee Coolie as or Beneficial Owner
hereby conveys unto the said Samuel William Gilks

30

10 All that parcel of land situate in Dabadie Village measuring two Lots and abutting on the North upon the Public Road leading to Arima Town on the South upon lands of Louis Fifi on the East upon lands of Anne Vallerton and on the West upon lands of Osse Rosetta Thatcher or howsoever otherwise the said parcels of land may be described TO HOLD the same unto and to the use of the said Samuel William Gilks in Fee Simple In Witness whereof the said Bennee Coolie hath hereto set his hand the day and year first herein written

Exhibits

"B"

Copy of Deed
No.1768/18

4th February
1890
(cont'd)

This Deed was prepared by me,
Sgd. Louis Michael Power
Barrister-at-Law

Signed and delivered)
by the within named) His
Bennee Coolie in the) Bennee "X" Coolie
presence of:) Sgd. Henry Chalamelle

20 of Sorzano Street, Arima
Writing Clerk.

And of me
Sgd. J.B. Llanos
Justice of the Peace.

30 I, Henry Chalamelle of Sorzano Street Arima Writing Clerk make oath and say that I was personally present on the Fourth day of February in the year of Our Lord One thousand eight hundred and ninety at Arima and did then and there see Bennee Coolie one of the parties to the within written Deed purporting to be a Deed of two parts and made between the said Bennee of the one part and Samuel William Gilks of the other part sign and deliver the same as and for his act and deed and that the Cross Mark "X" after the word "Bennee" and before the words "Coolie" and between the words "his" and "mark" thereto subscribed is of the proper hand writing of the said Bennee Coolie and that the signatures "Henry Chalamelle" 40 "J.B.Llanos" Justice of the Peace to the said deed subscribed as of the witnesses to the execution of the same by the said Bennee are of the proper handwriting of me this deponent and of the said J.B.Llanos, Justice of the Peace.

Exhibits

"B"

Copy of Deed
No.1768/18

4th February
1890
(cont'd)

Sworn to at Arima)
this thirteenth) Sgd. Henry Chalamelle
day of February)
A.D. 1890)

Before me,
Sgd. J.B. Llanos
Justice of the Peace

Registrar-General Form A. No.197/666 - 1694 -
10,000-1915

I, Thomas Irwin Potter Registrar-General of the Colony of Trinidad and Tobago, do hereby Certify that the annexed Deed dated the Fourth day of February in the Year One thousand eight hundred and ninety and expressed to be made Between Bennee Coolie of the one part and Samuel William Gilks of the other part, was delivered to me by Ferdinand La Rose of Arima, Writing Clerk, for Registration on Wednesday the Fifth day of June in the Year One thousand nine hundred and eighteen at twenty-five minutes after one o'clock in the afternoon, and that the said Deed is registered under No.1768 of the Year One thousand nine hundred and eighteen that the number of Pages on which the said Deed is written is Four. 10 20

Dated at Port of Spain, this sixth day of June in the Year One thousand nine hundred and eighteen.

Fee 10/-

Sgd. Thomas I Potter
Registrar-General

30

TRINIDAD AND TOBAGO

REGISTRAR GENERAL'S OFFICE,
RED HOUSE,
PORT OF SPAIN, T'DAD, W.I.

23rd February, 1970

Exhibits

"B"

Copy of Deed
No.1768/18

4th February
1890
(cont'd)

I certify that the foregoing FIVE pages
contain a true and correct copy of the
Original protocoled under No.1768 Protocol
of DEEDS for the year 1918.

10

Sgd. E.D.S. Braithwaithe
Deputy Registrar General

No.42 of 1977

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 :

MILDRED PARRIS

Appellant

- and -

SOOKDAYAH DOOKIE

Respondent

RECORD OF PROCEEDINGS

INGLEDEW BROWN BENNISON &
GARRETT,
51 Minories,
London, EC3N 1JQ

Solicitors for the Appellant

JACQUES & CO.,
2 South Square,
Grays Inn,
London, WC1R 5HR

Solicitors for the Respondent