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O N A P P E A L

FROM THE COURT OF APPEAL OF JAMAICA

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B E T W E E N :

DOROTHY ROULSTONE Appellant

- and -

O.L. PANTON (ADMINISTRATOR  
OF THE ESTATE OF OLIVE HINDS) Respondent

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RECORD OF PROCEEDINGS

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DRUCES & ATTLEE,  
115 MOORGATE,  
London, EC2M 6YA

Solicitors for the Appellant

JAMES & CHARLES DODD,  
18 Tranquil Vale,  
Blackheath,  
London, SE3 OAZ

Solicitors for the Respondent

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O N A P P E A L

FROM THE COURT OF APPEAL OF JAMAICA

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B E T W E E N :

DOROTHY ROULSTONE                      Appellant

- and -

O.L. PANTON (ADMINISTRATOR  
OF THE ESTATE OF OLIVE HINDS)      Respondent

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RECORD OF PROCEEDINGS

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Certified copy Conveyance Lois R. Powell to Dorothy Roulstone and Olive Hinds			
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No.	Description of Document	Date	Page
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As Solicitors for the Appellant we hereby object to the inclusion of Document Nos. 22 and 28 as being irrelevant and unnecessary, the Solicitors for the Respondent having insisted on their inclusion.

Sgd. Druces & Attlee

IN THE PRIVY COUNCIL

No. 16 of 1977

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O N A P P E A L

FROM THE COURT OF APPEAL OF JAMAICA

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B E T W E E N :

DOROTHY ROULSTONE

Appellant

- and -

O.L. PANTON (ADMINISTRATOR  
OF THE ESTATE OF OLIVE HINDS)

Respondent

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RECORD OF PROCEEDINGS

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10

No. 1.

No. 1

Receipt for Documents by Office  
of Regional Cadastral Survey and  
Registration Project

Receipt for  
Documents by  
Office of  
Regional  
Cadastral Survey  
and Registration  
Project

CAYMAN ISLANDS  
LAND ADJUDICATION LAW 1971  
RECEIPT FOR DOCUMENTS

7th February 1973

Adjudication Section

Claim No.

20

Received from \_\_\_\_\_ of \_\_\_\_\_

The following documents:-

Date 7.2.73.

Signature

Office

No. 2.

No. 2

Letter C.T. Fenton  
to Hon. G.E.  
Waddington

Letter C.T. Fenton  
to Hon. G.E. Waddington

20th February 1973

20th February 1973

CD/LEG/1

Hon. G.E. Waddington,  
Attorney-General Chambers,  
Legal Department,  
George Town,  
Grand Cayman.

10

Dear

LAND ADJUDICATION

We are receiving many conveyances which record man and wife, or two or more unrelated people as the purchasers but fail to define the purchasers as either proprietors in common or joint proprietors.

Would you please advise us how we should record the proprietors on the Adjudication Record.

20

Yours faithfully,

Sgd. C.T. Fenton  
Party Leader

CTF/jk.



No. 3

No. 3

Letter G.E. Waddington  
to C.T. Fenton

Letter Hon. G.E.  
Waddington to  
C.T. Fenton

Attorney General,  
P.O. Box 907,  
Grand Cayman.

14th March 1973

14th March, 1973.

10

C.T. Fenton, Esq.,  
Records Officer,  
Regional Cadastral Survey,  
and Registration Project,  
P.O. Box 715,  
Grand Cayman.

Dear Terry,

Land Adjudication. Ref. CD/LEG/1

I refer to your letter of the 20th February, 1973,  
with the above reference.

20

The question as to whether two or more purchasers  
of land take the land as tenants in common or joint  
tenants depends on whether or not words of severance  
are used in the Conveyance.

30

Normally, a Conveyance will convey the land to A  
and B "as joint tenants" or, "as tenants in common".  
Sometimes however, no words are used which will indicate  
the nature of the interest which it is intended that  
the purchasers should take, e.g., a conveyance simply  
"to A and B". In such cases the law will imply a joint  
tenancy. Sometimes however, words are used such as,  
"share and share alike" or, "in equal shares" or  
indicating some other unequal proportion in the shares  
to be taken. In such cases the purchasers would take  
as tenants in common in the shares indicated.

I hope that this will answer the question asked  
in your letter under reply.

Yours sincerely,

Sgd. Gerald Waddington  
G.E. Waddington  
Attorney General.

40

CD/LEG/1

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

No. 4

Letter - Respondent  
to Adjudicator

No. 4

Letter  
Respondent to  
Adjudicator

31st July 1973

O.L. PANTON & COMPANY,  
P.O. Box 876,  
Grand Cayman,  
British West Indies.

31st July, 1973.

Ref: OLP:nm

The Adjudicator,  
The Regional Cadastral  
Survey Department,  
P.O. Box 715,  
George Town,  
Grand Cayman.

10

Sir,

Re: Lands of the Estate of Olive  
Hinds, deceased.

I act on behalf of the above named Estate  
having been appointed as Administrator therein  
by Grant dated the 5th July, 1973.

20

I attach hereto claim to certain parcels of  
Land of the Estate in accordance with Conveyances  
which I have in my possession.

Accordingly I Petition the Adjudicator by  
Petition Forms herewith to Parcels No's 1-E.16  
and 1 D-17; 1 C-80; 1 E-31; 1-32 and 1-D-60 for  
your Attention.

Yours faithfully,

Sgd. O.L. Panton  
O.L. Panton & Company  
(Administrator)

30

Encl: 1 copy of Grant of Letters of Administration.

No. 5.

Letters of Administration  
- Estate of Olive Hinds  
dated 5th July 1973.

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

---

No. 5

Letters of  
Administration -  
Estate of Olive  
Hinds

5th July 1973

LETTERS OF ADMINISTRATION

10 IN THE GRAND COURT OF THE CAYMAN ISLANDS  
IN PROBATE AND ADMINISTRATION.

In the Estate of OLIVE HINDS deceased.

20 BE IT KNOWN that on the 5th day of July  
1973 Letters of Administration of all the estate  
which by Law devolves on and vests in the  
personal representation of OLIVE HINDS late  
of GEORGE TOWN of the Island of GRAND CAYMAN  
who died on or about the 15th day of September  
1972 intestate were granted by the said Court  
to ORMOND L. PANTON OF GEORGE TOWN in the  
Island of GRAND CAYMAN the ADMINISTRATOR  
of the said intestate, he having been first  
sworn well and faithfully to administer the  
same by paying her just debts and distributing  
the residue of her personal estate and effects  
according to Law, and to exhibit a true and  
perfect inventory of all and singular the said  
estate and effects, and to render a just and  
true account thereof whenever required by Law  
so to do.

Sgd.

30

CLERK OF COURTS.

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

No. 6.

Petition under Cayman Islands  
Land Adjudication Law 1971 re:  
Block Parcel 1/E-16 and 1-D-127  
dated 31st July 1973

No. 6.

Petition under  
Cayman Islands  
Land Adjudication  
Law 1971 re:  
Block Parcel 1/E-16  
and 1-D-127

CAYMAN ISLANDS  
LAND ADJUDICATION LAW 1971  
(SECTION 20)

10

31st July 1973

TO: The ADJUDICATOR  
P.O. Box 715  
George Town  
Grand Cayman

PETITION FORM

SECTION West Bay N.W. BLOCK PARCEL NO. E-16  
and 1-D-127

1. Petitioners Name O.L. Panton as  
Administrator of the Estate of  
Olive Hinds 2. Claim No. 20

3. Name of Representative (if any) O.L. Panton

4. P.O. Box or Address of 875 or 876, George  
Town.

Petitioner or Representative O.L. Panton

Details of Petition: Land claim by Conveyance  
dated 30th January, 1960 bought from D.E.  
Glidden by Conveyance dated the 30th November  
1959 and from Donald E. Glidden & Harry  
Glidden by Conveyance dated the 30th January  
1960. 30

5. I hereby petition against the decision with  
regard to the above quoted parcel on the  
following grounds:

(1) That the Lands were purchased by D.E.  
Roulstone and Olive Hinds respectively  
by Conveyances as above stated and that  
I, as Administrator therefore claim a  
one ( $\frac{1}{2}$ ) half interest on behalf of the  
Estate of Olive Hinds.

(2) Mrs. Roulstone has no right of Ownership  
over the entire two (2) parcels of land. 40

(3) NOTE: Letters of Administration were granted by the Grand Court to the Petitioner on the 9th day of July, 1973 and therefore no one was entitled to lay claim to the lands until this had been received. Mrs. Roulstone laid claims to all of the Land prior to this Grant being received.

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

---

No. 6

Petition under  
Cayman Islands  
Land Adjudication  
Law 1971 re:  
Block Parcel 1/E-16  
and 1-D-127

31st July 1973  
Continued

10

6. Persons directly affected by the Petition:

NAMES	ADDRESSES
A. L.F. Hinds, Brother of the deceased, Olive Hinds	5050 N.W. 74th Ave. Miami, Florida 33166
B.	
C.	

Dated this 31st day of July, 1973.

20

Sgd. O.L. Panton

Signature of Petitioner  
or the Representative  
O.L. Panton Administrator

No. 7

Petition under Cayman Islands Land  
Adjudication Law 1971 re: Block  
Parcel No. 1D 32 and 1-D-60 dated  
31st July 1973

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

---

No. 7

The like re:  
Block Parcel  
1D 32 and  
1-D-60

31st July 1973

30

CAYMAN ISLANDS  
LAND ADJUDICATION LAW 1971  
(SECTION 20)

TO: The ADJUDICATOR  
P.O. Box 715  
George Town  
Grand Cayman

PETITION FORM

Section West Bay N.W. Block Parcel No. 1D-32  
& 1-D-60

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

No. 7

The like re:  
Block Parcel  
1D 32 and  
1-D-60

31st July 1973  
Continued

1. Petitioners Name O.L. Panton as Administrator of the Estate of Olive Hinds
  2. Claim No.
  3. Name of Representative (if any) O.L. Panton
  4. P.O. Box or Address of 875 or 876, George Town  
 Petitioner or Representative O.L. Panton 10  
 Details of Petition: Conveyances dated 29th June 1963 from Loise Powell to D. Roulstone & Olive Hinds (dec) and from George Jefferson to D. Roulstone & Olive Hinds (dec) dated 7th January, 1959.
  5. I hereby petition against the decision with regard to the above quoted parcel on the following grounds :
    - (1) That the Lands were purchased respectively from George Jefferson by Conveyance dated the 7th January, 1959 by D.E. Roulstone and Olive Hinds, and from Loise Powell by Conveyance dated the 29th June, 1963 by the said D.E. Roulstone and Olive Hinds and as such I claim a one ( $\frac{1}{2}$ ) interest in said Lands as Administrator for the Estate of Olive Hinds. 20
    - (2) Mrs. D.E. Roulstone has no right of ownership over the entire parcels of land. 30
    - (3) Mrs. D.B. Roulstone has no claim other than her one ( $\frac{1}{2}$ ) half interest therein.
- NOTE: Letters of Administration were granted by the Grand Court to the Petitioner on the 9th day of July, 1973 and therefore no one was entitled to lay claim to the lands until this had been received. Mrs. Roulstone laid claims prior to this Grant. 40
6. Persons directly affected by the Petition:

NAMES	ADDRESSES	BEFORE THE LAND ADJUDICATOR - CAYMAN ISLANDS
A. L.F. Hinds, Brother of the deceased, Olive Hinds.	5050 N.W. 74th Ave. Miami, Florida 33166	<hr/>
B.		No. 7
C.		The like re: Block Parcel 1D 32 and 1-D-60
10 Dated this 31st day of July, 1973.		31st July 1973 Continued
	O.L. Panton Signature of Petitioner or the Representative O.L. Panton, Administrator	

	No. 8	BEFORE THE LAND ADJUDICATOR - CAYMAN ISLANDS
	Petition under Cayman Islands Land Adjudication Law 1971 re: Block Parcel No. 1-E-31 dated 31st July 1973	<hr/>
20	CAYMAN ISLANDS LAND ADJUDICATION LAW 1971 (SECTION 20)	No. 8
	TO: The ADJUDICATOR P.O. Box 715 George Town Grand Cayman	The like re: Block Parcel No. 1-E-31
		31st July 1973

PETITION FORM

30 SECTION West Bay, N.W. BLOCK PARCEL NO. 1-E-31

1. Petitioners Name O.L. Panton as Administrator  
of the Estate of Olive Hinds
2. Claim No.
3. Name of Representative (if any) O.L. Panton
4. P.O. Box or Address of 875 or 876, George Town

Petitioner or Representative O.L. Panton

Details of Petition: From Harry Glidden to D.  
Roulstone and Olive Hinds 19th November, 1959

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

No. 8

The like re:  
Block Parcel  
No. 1-E-31

31st July 1973  
Continued

5. I hereby petition against the decision with regard to the above quoted parcel on the following grounds :

(1) That the Land was purchased by the above named parties by Conveyance dated the 19th November, 1959 as stated, and I claim a one ( $\frac{1}{2}$ ) half interest as Administrator of the Estate of Olive Hinds, deceased.

10

(2) Mrs. D.E. Roulstone has no right of ownership over the entire parcel of land.

(3) NOTE: Letters of Administration were granted by the Grand Court to the Petitioner on the 9th day of July, 1973 and therefore no one was entitled to lay claim to the lands until this had been received. Mrs. Roulstone laid claims to all of the Lands prior to this Grant.

20

6. Persons directly affected by the Petition:

NAMES

ADDRESSES

A. L.F. Hinds, Brother 5050 N.W. 74th Ave.  
of the Deceased, Olive Miami, Florida 33166.  
Hinds

B.

C.

Dated this 31st day of July, 1973.

30

Sgd. O.L. Panton  
Signature of Petitioner  
or the Representative  
O.L. Panton Administrator



No. 9

Petition under Cayman Islands Land  
Adjudication Law 1971 re: Block  
Parcel No. 1 C 80 1664 dated 31st  
July 1973

---

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

---

No. 9

CAYMAN ISLANDS  
LAND ADJUDICATION LAW 1971  
(SECTION 20)

The like re:  
Block Parcel  
No. 1 C 80 1664  
31st July 1973

10 TO: The ADJUDICATOR  
P.O. Box 715  
George Town  
Grand Cayman

PETITION FORM

SECTION West Bay N.W. BLOCK PARCEL NO. 1 C-80  
1664

1. Petitioners Name O.L. Panton as Administrator  
of the Estate of Olive Hinds

2. Claim No.

20 3. Name of Representative (if any) O.L. Panton

4. P.O. Box or Address of 875 or 876 George Town

Petitioner or Representative O.L. Panton

Details of Petition: Land bought from Lorette  
Manderson & Eli Bush to D. Roulstone and O.  
Hinds (dec.) Conveyance dated the 18th  
November 1958.

5. I hereby petition against the decision with  
regard to the above quoted parcel on the  
following grounds:

30 (1) That the Land was purchased by the above  
named parties by Deed of Conveyance as  
stated, and as such I claim a one  $\frac{1}{2}$   
interest as Administrator of the Estate  
of Olive Hinds.

(2) Mrs. D. Roulstone has no right of  
ownership over the entire parcel of land.

(3) NOTE: Letters of Administration were  
granted by the Grand Court to the

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

---

No. 9

The like re:  
Block Parcel  
No. 1 C 80 1664  
31st July 1973  
continued

Petitioner on the 9th day of July, 1973 and therefore no one was entitled to lay claim to the lands until this had been received. Mrs. Roulstone laid claims to all of the Lands prior to this Grant being received.

6. Persons directly affected by the Petition:

NAMES	ADDRESSES	10
A. L.F. Hinds, Brother of the Deceased, Olive Hinds.	5050 N.W. 74th Ave, Miami, Florida 33166.	
B.		
C.		

Dated this 31st day of July, 1973.

Sgd. O.L. Panton  
Signature of Petitioner  
or the Representative  
O.L. Panton Administrator

20

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

---

No. 10

Notice of Hearing of  
Petitions 3rd August  
1973

No. 10

Notice of  
Hearing of  
Petitions  
  
3rd August 1973

REGIONAL CADASTRAL SURVEY  
AND REGISTRATION PROJECT  
P.O. BOX 715  
CAYMAN ISLANDS.

3 August 1973

30

No. CD/AJD/7

FILE COPY

49/NW/P

Dear Sir/Madam,

NOTICE OF HEARING A PETITION

The Petition lodge by EST. Olive Hinds will be heard by the Tribunal and determined at the

time and place listed below :

DATE: 10 September, 1973

TIME: 9-00 a.m.

PLACE: Cadastral Office, West Bay

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

---

No. 10

Notice of  
Hearing of  
Petitions

3rd August 1973  
Continued

10

As you are directly affected by the Petition, you or your representatives are required to attend the above hearing bringing any witnesses, documents, maps and other relevant information that may help the Tribunal determine this Petition.

For your information, the Land Adjudication Law 1971 states that parties affected or liable to be affected by an Adjudication may be heard through their representatives who need not necessarily be persons admitted to practice law in the (Cayman) Islands.

Yours sincerely,

20

Sgd.

For: ADJUDICATOR

cc. L.F. Hinds,  
5050 N.W. 74th Ave.  
Miami, Florida 33166

Dorothy Roulstone  
P.O. Box 42  
Bent Mountain  
Virginia 24059

30

O.L. Panton  
P.O. Box 876  
George Town

Frank Roulstone Home ph: 2677  
George Town,  
Grand Cayman

**Certificate of Posting** The undermentioned postal packet has been registered and posted here this day. (Ordinary postage \_\_\_\_\_ p if parcel)

Regn. No. 15670 Regn. fee paid MINIMUM LETTER 20p

*L. F. Glavin*  
 5858 N. W. 7th St  
 Miami Fla

Date Stamp: *6 A 73*

Accepting Official's Initials: *RL*

FOR REGULATIONS SEE OVER

**Certificate of Posting** The undermentioned postal packet has been registered and posted here this day. (Ordinary postage \_\_\_\_\_ p if parcel)

Regn. No. 15671 Regn. fee paid MINIMUM LETTER 20p

*Josephine ...*  
*...*

Date Stamp: *6 A 73*

Accepting Official's Initials: *RL*

FOR REGULATIONS SEE OVER

**Certificate of Posting** The undermentioned postal packet has been registered and posted here this day. (Ordinary postage \_\_\_\_\_ p if parcel)

Regn. No. 15672 Regn. fee paid MINIMUM LETTER 20p

*O. L. Penner*  
*George Leon*

Date Stamp: *6 A 73*

Accepting Official's Initials: *RL*

FOR REGULATIONS SEE OVER

**Certificate of Posting** The undermentioned postal packet has been registered and posted here this day. (Ordinary postage \_\_\_\_\_ p if parcel)

Regn. No. 15673 Regn. fee paid MINIMUM LETTER 20p

*Frank ...*  
*George Leon*

Date Stamp: *6 A 73*

Accepting Official's Initials: *RL*

FOR REGULATIONS SEE OVER

No. 11

Letter - Appellant to  
Adjudicator

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

---

Bent Mountain  
Vir.

No. 11

August 13, 1973.

Letter  
Appellant to  
Adjudicator

13th August 1973

Dear Mr. Simmonds,

10

When I talked with you the other day I completely forgot a few things I should have remembered.

We will normally arrive in Cayman Nov. 1st but can arrange to leave here so as to arrive middle of October or maybe a little sooner.

20

I do not wish to jeopardize my case in the slightest, but if it could be postponed until Nov. 1st or Middle of Oct. I would be most grateful - That will also include my brother's hand, Martin Freese, as he has recently had a severe heart attack and has not gotten permission to travel from his doctor.

I have written to Karl Brandon, asking him also to help represent me.

30

Would like to hear from you as soon as possible, as we have decided to close all the home here for the winter, when ever we have to be there but it will be quite inconvenient for us to leave early enough to be there for Sept. 10th & 21st.

Thanking you in advance for any favour you could grant me.

I am,  
Sincerely,  
Dorothy Roulstone

My phone is

(703-) 929-4708  
area code

40

Please reverse chgs and call if necessary  
or have Frank Jr Phone (home) (Weather Station)  
2677 or 2502

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

No. 12

Letter - Adjudicator to  
Appellant

No. 12

49/NW/P

15th August 1973

Letter  
Adjudicator  
to Appellant

Mrs. D. Roulstone  
P.O. Box 42  
Bent Mountain  
Virginia, 24059  
U.S.A.

15th August 1973

10

Dear Mrs. Roulstone;

Petition 49/NW/P

Thank you for your letter of 13th August 1973,  
addressed to Mr. Simmonds.

I have to inform you that it is not possible  
to change the date set for the above Petition.

I suggest that if you are not able to attend the  
hearing in person, then you appoint a local  
representative to put your case for you.

Yours sincerely,

20

Sgd. Illegible

for Adjudicator

CTF:sal

No. 13Letter - Appellant to  
Karl R. BrandonBEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDSP.O. Box 42  
Bent Mountain  
Virginia  
24059

No. 13

Letter  
Appellant to  
Karl R. Brandon

20th August 1973

10 Mr. Karl R. Brandon  
Attorney-At-Law  
P.O. Box 249  
Grand Cayman, W.I.  
Aug. 20th., 1973

Dear Karl;

With further reference to the hearing before the Adjudicator for the Cadastral Survey being conducted at Grand Cayman and with reference to a Claim or Petition filed by Mr. Ormand Panton, as "attorney" for Mr. L.F. - Hinds in the matter of:

20

Section	-	West Bay Block	Parcels	1-E-16 & 1-D-127
"	-	"	"	"
"	-	"	"	"
"	-	"	"	"
"	-	"	"	"
				1-C-80 1664
				1-E-31
				1-D-32 & 1-D-60

wherein a "hearing" is scheduled for Sept. 10th., 1973 by the said Adjudicator, arising solely to determine legal ownership of the above mentioned land:

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In my letter to you with reference to the above and under date of Aug. 12th., 1973 it was pointed out that the "deeds" to the said land had been passed on to determine if by their wording it was the intention of Miss. Olive Hinds (deceased) to pass her title on these jointly owned parcels unto her "heirs" or unto the co-owner, and that after Examination by three local attorney's, it was their opinion that title was passed on to the said co-owner and in no way implied nor expressed as having passed otherwise.

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Now as I understand the matter coming before the Adjudicator as above outlined, is a matter solely to determine if, by wording of the said deeds, title to the said lands has actually passed on to the surviving co-owner or not, and in this matter, (being a "legal" point to determine), I can see no way in which my presence as the "Co-owner" can assist in such

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

---

No. 13

Letter  
Appellant to  
Karl R. Brandon  
  
20th August 1973  
Continued

a determination. I do know, it was Miss. Hinds intention that title should pass to either survivor, as some possible means to show her appreciation for the many kindness's and friendship expressed over many years, to the co-owner; yet as I see it, this is not the "point" in question.

Because of and/or for the reasons above outlined, and in view of the fact that the matter is a legal point, I can see no assistance my presence could contribute and therefore I am appointing you to represent me as my "attorney" and by proxy appoint my daughter-in-law Mrs. F.E. Roulstone-Jr. to attend the hearing in my stead.

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Yours very truly,

Sgd. Dorothy B. Roulstone  
(Mrs) Dorothy B. Roulstone.

dbr/m  
cc. CTF  
Petition 49/NW/P

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BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

---

No. 14

Notes of Evidence before,  
and decision of Adjudicator  
and assessors

No. 14

Notes of Evidence  
before, and  
decision of  
Adjudicator and  
assessors

11th September  
1973

1ST. WITNESS

THOMAS WILLIAM FARRINGTON businessman,  
73 years, of West Bay duly sworn states:

lived West Bay all my life. Knew Mrs. Roulstone also Olive Hinds deceased. Not related family wise. Remembers drawing up one document for the ladies. Conveyance 30.1.1960 produced for witness. Does not remember drawing conveyance 29.6.1963. Witness recalls drawing it up. Conveyance of 30.11.1959. Witness cannot recall it but could have been correct. Conveyance 19.11.1959. Cannot recall but it could have been drawn up by witness. Indenture 7.1.1959. Witness cannot recall conveyance 18.11.1958. Witness cannot recall making it out.

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XX BRANDON

Roulstone's son married a girl from



Cayman Island. Does not know if Mrs. Roulstone Jr. was related to Olive Hinds. Roulstone and Hinds very close friends inseparable. Did not know that they lived together at Seaview Lodge. Counsel Brandon could have been here 10 years. Rattray and Edwards counsel came here many times. Has employed Edwards. Cannot recall whether Edwards made documents for witness. Has heard that McDonald is a qualified lawyer. The main reason people came to witness was because lawyers coming over charged too much. Cannot remember when I was made a J.P. Think it was 1940. Have certificate. Has a poor memory right now.

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

No. 14

Notes of Evidence  
before, and  
decision of  
Adjudicator and  
assessors

11th September  
1973

Continued

NB. Brandon asks Panton if he has any objections to Tribunal's composition. Panton has not.

I made documents for about two or three pounds. Cannot remember when I became a law agent. Recalls conveyance 29.6.1963 because Hinds and Roulstone brought vendor along with them. Her name "Powell". Does not remember where the land was or how much was paid for it. Cannot remember neighbouring bounds. Probated many documents. Signs documents for people which witness does not himself make out. I did say that Roulstone and Hinds purchased the land between them. NB. Brandon asks court to note that Farrington refuses to answer the question. "Did you say to the Tribunal that the ladies came to you and purchased "jointly". Knows fee simple - absolute knows meaning of "jointly" as buying/owning land between. If I said "jointly" I meant between them. If they asked me to write up the document would so as they said. If understood them to purchase land jointly would include in document. Jointly means between the two of them - half and half. Might not have known the meaning of the word jointly in 1959 or 1963. Brandon refers to Deed of 29 June 1963. If they told me to make the purchase jointly I would question them further but make out the document. I did tell the Tribunal that they came to me and said that they were purchasing jointly. I assumed that they were purchasing half and half.

Believed that the two ladies were paying for the land "half and half". Regarded the two ladies as intimate friends and business associates.

Re-exam:

HENRY ELI BUSH 79 years farmer of West Bay

2nd Witness

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

No. 14

Notes of Evidence  
before, and  
decision of  
Adjudicator and  
assessors

11th September  
1973  
Continued

duly sworn states:-

Lived West Bay all life knows Roulstone knew Olive Hinds. Sold them land cannot remember date paid £250 for the land. Both ladies came to me Told me that they wanted to buy my property between the two of them. Cannot remember who drew up document but I signed it. Both ladies were present when I signed. Miss. Hinds paid my half of the purchase price £125. Knew Roulstone and Hinds well. Bought a lot of land in West Bay. Bought land between them. Told me that they were business women.

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XX BRANDON:

Ladies bought the land from me and Loretta. They told me they were buying the land between them. They had no need to tell me their guts. Did not tell me their private business. They were in partnership - They told me so. Roulstone's husband made the document. He was a J.P. Saw no J.P. when I signed document. Did not go before J.A. Panton. Cannot remember going in front of Panton. Saw no J.P. when I signed (NB Exhibit "D" signed by Eli Bush and J.A. Panton) Knew J.A. Panton well. A right man. I do not think he was present when I signed the conveyance. Document brought to me and I signed it - took my money and went. Tenders Exhibit "D"

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EXHIBIT 'D'

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3RD WITNESS:

GRANVILLE BURNS RUTTY of George Town duly sworn states:

Wife Celia nee Hinds. niece of late Olive Hinds deceased. Beth Roulstone is not related to late Olive Hinds as far as I know. Married 17 years. I would NOT have heard from my wife if they were related. I think Mrs. Olive Hinds lived in Grand Old House and later in house her brother built for her on Old Church Street. Very friendly with Roulstone family. No family relationship between Hinds and Roulstone. Roulstones not born here originated from Tampa, Florida. Knows of no relationship between Hinds and Roulstone other than friends. Roulstone stayed at Seaview Hotel and drove taxi for the hotel. Olive Hinds not married. Has two brothers still alive. Niece Naomi spent some time with Mrs. Olive Hinds. Hinds independent fended for herself. Knows of purchase of land made by Hinds and Roulstone together. (Has seen documents

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shown by Mr. Panton before documents shown to 1st. Witness. Conveyances). Saw an exercise book in which there was recorded dates of purchase, purchase price, description of land and vendor. Believe there were 8 parcels purchased and two parcels sold. Saw notes in book. Handwriting in exercise book was that of late Mrs. Olive Hinds. Understood that Hinds and Roulstone were doing a business transaction when purchased the land. Paid half each. With her own money. She was taking her money and investing it in land. She bought shares also in Caribbean Utility Company. Hinds and Roulstone as being partners in business ventures. Miss. Hinds was close to her relatives. Brother Lennie helped to maintain her. Sent money monthly. Spent time in Miami with brothers. Stayed with Lennie in Miami some time in 1972 when sick. If she had left a will she would have left the land to her family.

As far as I know Hinds received an income from sale of Grand Old House. The late Helen Lambert willed her this property. Grand Old House is valuable property. Thought proceeds of sale were on deposit. Rented her own house to tourists and went to stay with Roulstone. Does not know whether she paid. Cannot say whether transport from Seaview Hotel to beach was free. Roulstone and Hinds very close friends. Does not know if wife is a claimant. Matter rests with uncle Lennie - Hinds brother. Lennie brought her personal effects after her death to my house. Brought book. Separate page for each transaction. Both Hinds and Roulstone names were there. Book given to Osmond Panton at one stage. I do not know what happened to the book.

Letters of Administration were given to you Lennie has son and grandchildren. My wife can have no interest. I have none. Olive Hinds leased her house at peak times. Drew income from this, her taxi her investments and her brothers. First sold over 20 years ago. Sold again about five years ago. Cannot say whether Hinds received any of the proceeds. Understood money deposited in bank in U.S.A.

FRANK ELSTON ROULSTONE JR. 41 years officer in charge. Weather Bureau in Cayman Islands duly sworn states:-

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

No. 14

Notes of Evidence  
before, and  
decision of  
Adjudicator and  
assessors

11th September  
1973  
Continued

XX BRANDON:

RE-EXAM  
PANTON

4TH WITNESS:

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

No. 14

Notes of Evidence  
before, and  
decision of  
Adjudicator and  
assessors

11th September  
1973  
Continued

Son of Dorothy Roulstone and Frank Roulstone Sr. Father and mother owned Seaview Hotel knew Olive Hinds very well. Died one year ago. She received income from sale of Petra Estates (now called Grand Old House). Received periodical sums from her brothers. Never in want that I know of. From 1955 until her death about 80% of her time she lived in the hotel, in her house or in another of mother's houses. Very close to mother. Always together. Closer than sisters. Never in business together. I lived in the hotel. Kept payroll. Hinds lived free. Never on payroll. Rented her house. I know very little about property deals. Know that they had land together. Never did advertise land for sale. Personal not business relationship. Land sold only to friends of both. Two nights before she died she asked for my mother. Mother in States with dying relative. Told me to tell mother that when she died she was to have everything. Many times before in my presence she stated that everything she had was to go to my mother who had treated her as one of her own. Would only dispose of land to friends. Mother also bought land on her own. At least one more parcel of land purchased jointly.

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XX PANTON:

No idea what happened to money when two parcels were sold. Only child of mother. Did not know that if mother died Hinds would have all the land. Does not know how purchases were made. Sometimes one or other would borrow money from the other. Whether for land purchase I do not know. Saw Hinds with cheque book. assumption she had bank account. Never heard mother say she considered she owned all the land. Felt sure that Hinds was referring to land when she was dying. She was concerned more to have by mother back to see her before she died, than anything else. I do not think it was a business basis. Land bought on friendly basis. Heard them say that everything the other had was to go to the survivor. Neither seriously thought of dying. I would have defended mother's interest if she had an interest. Does not understand legal position. Accepts that mother's name is on all six documents. I believe my mother has an interest in these lands. Hence my presence. Hinds received no pay from Seaview. Went to airport, post and groceries.

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RE-EXAM BRANDON:

I did seek legal advice.

DECISIONBEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

No. 14

Notes of Evidence  
before, and  
decision of  
Adjudicator and  
assessors11th September  
1973  
Continued

10 The case put by Mr. Brandon for Dorothy Roulstone is based upon the law, and the law is clear. Unless words of severance are used in the drawing up of a conveyance for two or more owners the persons to whom the property is conveyed are Joint Proprietors. No words of severance appear in the deeds submitted to the Tribunal although it be noted that in one conveyance as purchasers and one as vendors Roulstone and Hinds are specifically referred to as acting "jointly". The case put by Mr. O. Panton for Hinds was based upon two factors. Firstly at the time the conveyances were made, that is between 1958 and 1963, there were no qualified lawyers on the island, deeds were much more loosely prepared and interpreted, "joint" had no real meaning in the legal sense and that the use of the words "heirs and assigns" denoted that if one of the owners should die that owners share was preserved for the issue. Secondly that Roulstone and Hinds were business partners, that Hinds contributed her share of the purchase price and that in equity she was entitled to be considered a proprietor in common with Roulstone and her family entitled to her half share of the properties.

30 Unfortunately for Hinds none of the witnesses called could establish that Hinds had paid half the purchase price in the six purchase transactions or had received half of the proceeds from the two sales. From the evidence led it could be argued equally well and with greater probability that Hinds did not contribute half the purchase price of even nothing at all. That Mrs. Roulstone - a businesswoman and an alien was merely using Hinds' name and standing to effect purchases for land for herself. This would be consistent with Hinds living virtually free on Mrs. Roulstone throughout the period when they enjoyed close friendship and were as inseparable as sisters.

50 As regards the first argument for Hinds the Tribunal noted that the expression "heirs and assigns" had to be included to provide for the issue of the last survivor of the Joint Proprietorship. The Tribunal accepts that at the period when the conveyances were drawn up that they were not drawn up so precisely as by

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

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No. 14

Notes of Evidence  
before, and  
decision of  
Adjudicator and  
assessors

11th September  
1973  
Continued

qualified legal practitioners today, not that the implications of the wording were so well understood, but the Tribunal also noted that with the great boom in land prices there was an influx of lawyers; land dealing were frequent and most important to the economy of the Cayman Island and to the well being of the individual Caymanian. If Hinds had believed she had a half share in the property she must surely at some time in the 14 years she was associated with Roulstone have taken the simple step to sever the Joint Proprietorship. But she did not do so, and there is the evidence of the 4th witness Frank Roulstone Jr. who states that Hinds had said quite clearly that all her property at her death would become the property of his mother Dorothy Roulstone.

10

I have decided, therefore, that the petition must fail and the Adjudication Record remain unchanged, i.e. all the property claimed by Mrs. Dorothy Roulstone under claims 1399A (I.D. 32) 1399B (I.D.60) 1644 (I.C.80) 1396B (I.D. 124) and 1395 (I.E. 31) is the property of Mrs. Dorothy Roulstone who has absolute title thereto.

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P.G. Owen  
George Town,  
11th September 1973

With this decision the assessors concur.

P.G. Owen

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BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

---

No. 15

No. 15

Conveyance Lois R. Powell  
to Dorothy Roulstone and  
Olive Hinds - 29th June 1963

EXHIBIT 'B'  
Conveyance Lois  
R. Powell to  
Dorothy Roulstone  
and Olive Hinds  
29th June 1963

Grand Cayman,  
Cayman Islands S.S.

This Deed of Conveyance made and concluded this 29th day of June 1963, between Lois E. Powell (hereinafter called "The Vendor") party of the first part and Dorothy E. Roulstone and Olive Hinds (hereinafter called "The Purchasers") of the other part WITNESSETH:

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BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

No. 15

EXHIBIT 'B'  
Conveyance Lois  
R. Powell to  
Dorothy Roulstone  
and Olive Hinds

29th June 1963  
Continued

10

Whereas the Vendor is seized of the property hereinafter described for an estate in fee simple in possession free from incumbrances and WHEREAS the Vendor has agreed to sell the said property to the Purchasers for the sum of One Hundred Pounds; NOW this Indenture witnesseth that in pursuance of the sum of One Hundred Pounds paid by the Purchasers to the Vendor (the receipt whereof the Vendor hereby admits and acknowledges), the Vendor as beneficial owner hereby grants and conveys to the Purchasers All that piece or Parcel of land situate at North West Point in the district of West Bay Grand Cayman, commonly known as "Devil Race Road", and bounded as follows: On the North by lands of Amos Hydes (dcsd) and Joshua Hydes; South by lands of Harry Glidden and George Jefferson; East by lands of Moses Hydes (deceased), and on the West by the sea, to hold the same unto and to the use of the said Purchasers and their heirs and assigns in fee simple.

20

In witness whereof the Vendor hath hereunto set her hand and affixed her seal on the day and year first above written in the presence of the subscribing witnesses;

Sgd. Lois E. Powell

Witnesses;

Sgd. Charles A Bush

Sgd. W.G. Poweny

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Be it remembered that on this 29th day of June 1963, before me a Justice of the Peace in and for the Cayman Islands came and appeared W. G. Poweny a subscribing witness to the within Indenture of Conveyance who being duly sworn swears that he did see Lois E. Powell sign and deliver the said document for the purpose therein mentioned.

Sgd. W. G. Poweny

Sworn and subscribed to  
before me at West Bay,  
Grand Cayman, Cayman Islands.

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Sgd. Wallington  
J.P.

Duly Recorded  
7th November 1963  
Volume XXIII  
Folio 116

165.

Sgd.  
PUBLIC RECORDER.

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

No. 15

Conveyance Donald E. Glidden  
to Dorothy B. Roulstone and  
Olive Hinds - 30th November  
1959

No. 15

EXHIBIT 'C'  
Conveyance  
Donald E.  
Glidden to  
Dorothy B.  
Roulstone and  
Olive Hinds  
  
30th November  
1959

Grand Cayman,  
Cayman Islands S.S.

This Conveyance made this 30th day of November 10  
One Thousand Nine Hundred & Fifty Nine, between  
Donald E. Glidden of West Bay, Grand Cayman, Cayman  
Islands (hereinafter called "The Vendor") of the  
one part and Dorothy B. Roulstone, and Olive  
Naomi Hinds, jointly (hereinafter called "The  
Purchasers") of the other part Witnesseth:

Whereas the Vendor is seized of the  
property hereinafter described for an estate in  
fee simple, in possession free from incumbrances,  
and whereas the Vendor has agreed to sell the 20  
said property to the Purchasers for the sum of  
Two Hundred Pounds; Now this Indenture  
witnesseth that in pursuance of the sum of Two  
Hundred Pounds paid by the Purchasers to the  
Vendor (the receipt whereof the Vendor hereby  
admits and acknowledges) the Vendor as  
Beneficial owner hereby grants and conveys to  
the Purchasers their heirs and assigns All that  
piece or parcel of land situate in the district  
of West Bay, in the island of Grand Cayman, and 30  
bounded or butting as follows; On the North by  
lands of James Ebanks (deceased) measuring 180  
yards; On the South by lands of Alpheus Powery  
measuring 155 yards with a public Road  
intervening 5 yards East and West and 23 yards  
North and South; On the East by lands of the  
said Donald Glidden and Harry Glidden Measuring  
31 yards, and on the West by the Sea measuring  
23 yards; To hold the same unto and to the use  
of the Purchasers their heirs and assigns in 40  
fee simple.

In witness whereof the Vendor hath  
hereunto set his hand and affixed his seal on  
the day and year first above written.

Sgd. Donald E. Glidden

Witness;

Sgd.

J.P.

Be it remembered that on this 30th day of November



1959, at West Bay, Grand Cayman personally came and appeared Donald E. Glidden a party named in the foregoing Indenture of Conveyance, who then and there and for his proper act and deed did execute deliver and acknowledge the said Indenture of Conveyance for the purpose therein mentioned.

Sgd. Donald E. Glidden

10

Sworn and subscribed to before me the undersigned.

Sgd.  
Justice of the Peace, Cayman  
Islands.

22/4/60.

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Recorded:- 22nd April 1960  
Volume XIX: No. 150; Folio:- 153.  
Stanley R. Panton, Recorder  
Cayman Is. B.W.I.

No. 15

Conveyance Henry Eli Bush and  
Loretta Manderson to Olive  
Hinds and Dorothy Roulstone  
- 18th November 1958

30

"Deed of Conveyance"

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THIS INDENTURE, made this 18th day of November 1958, between Henry Eli Bush, of West Bay, Grand Cayman, B.W.I. and Loretta Manderson, of West Bay, Grand Cayman, B.W.I., and hereinafter referred to as the SELLERS, and Miss. Olive Naomi Hinds of George Town, Grand Cayman, B.W.I. and Mrs. Dorothy F. Roulstone of George Town, Grand Cayman, B.W.I. And hereinafter referred to as the BUYERS, hereby AGREE that for the sum of £250 pounds Sterling in hand paid this date by the BUYERS unto the said SELLERS hereby conveys to the said Buyers, all right, title and interest forever in that land described herein, the same being located in the West Bay Section of Grand Cayman, B.W.I. and known or referred to as Boatswain Bay section, particularly described as follows:

Bounded on the East by land of Carl Powell, for

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

No. 15

EXHIBIT 'C'  
Conveyance  
Donald E.  
Glidden to  
Dorothy B.  
Roulstone and  
Olive Hinds

30th November  
1959

Continued

EXHIBIT 'D'  
Conveyance Henry  
Eli Bush and  
Loretta  
Manderson to  
Olive Hinds and  
Dorothy Roulstone

18th November  
1958

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

No. 15

EXHIBIT 'D'  
Conveyance Henry  
Eli Bush and  
Loretta  
Manderson to  
Olive Hinds and  
Dorothy Roulstone

18th November  
1958  
Continued

a distance of 17 3/4 fathoms, on the West by the  
SEA, a distance of approx. 17 3/4 fathoms. On  
the North by the land of Edison Ebanks, a  
distance of 82 1/2 fathoms, and on the South by  
the land of Lorraine Hennings, a distance of  
approx. 82 1/2 fathoms.

IN AGREEMENT HERETO and in acknowledgement hereof,  
said Sellers do hereby affix their signatures  
this aforesaid date.

SELLER (SGD) H. Eli Bush (Mr)  
SELLER (sgd) Loretta Manderson (Mrs)  
(Mr. Raymond Manderson Decd).

WITNESS: (sgd)  
William L. Crowe (Mr)  
Corrine Thompson (Mrs)

Sworn and subscribed to before me on the 19th  
day of November, 1958, I the undersigned Justice  
of the Peace.

(signed) J.A. Panton  
Justice of the Peace.

Recorded 15th December 1958.

Certified to be a true and correct copy of the  
Document recorded in the Public Records of the  
Cayman Islands on the 15th December 1958 Recorded  
at Volume XVIII Entry No. 80 Folio 63.

Sgd.

Public Recorder.

Public Record Office  
Grand Cayman.  
29th December 1972

EXHIBIT 'E'  
Certified copy  
Conveyance  
Donald E. Glidden  
and Harry E.  
Glidden to Dorothy  
Roulstone and  
Olive Hinds  
30th January 1960

No. 15

Certified copy Conveyance  
Donald E. Glidden and  
Harry E. Glidden to Dorothy  
Roulstone and Olive Hinds -  
30th January 1960

GRAND CAYMAN  
CAYMAN ISLANDS S.S.

THIS CONVEYANCE made this 30th day of

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January One thousand Nine Hundred and Sixty, between Donald E. Glidden and Harry E. Glidden of West Bay, Grand Cayman, Cayman Islands (hereinafter called "the Vendor") of the one part and Dorothy Roulstone and Olive Hinds, (hereinafter called "the Purchaser") of the other part.

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

---

No. 15

EXHIBIT 'E'  
Certified copy  
Conveyance  
Donald E. Glidden  
and Harry E.  
Glidden to Dorothy  
Roulstone and  
Olive Hinds  
30th January 1960  
Continued

10           Whereas the Vendor is seized of the property hereinafter described for an estate in fee simple, in possession free from incumbrance, and whereas they has agreed to sell to the Purchasers for the sum of Four Hundred Pounds; Now this Indenture witnesseth that in pursuance of the sum of Four Hundred Pounds, paid by the Purchasers to the Vendors (the receipt whereof the Vendors hereby admits and acknowledges), the Vendors as beneficial owners grants and conveys to the Purchasers and their heirs ALL that piece or parcel of land situate in the district of West Bay, Grand Cayman, and butting or bounded as follows:

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30           On the North by lands of Aaron Powery, measuring  $180\frac{1}{4}$  yards; South by lands of McNee Farrington, measuring 129 yards; East by lands of Lee Crowe, stone wall intervening, measuring 75 yards; and on the West by lands of James Banks (deceased) Dorothy Roulstone Olive Hinds and Alpheus Powery, measuring  $84\frac{3}{4}$  yards.

To hold the same unto and to the use of the Purchasers, their heirs and assigns in fee simple.

IN WITNESS WHEREOF the Vendors have hereunto set their hands and affixed their seals on the day and year first above written.

(sgd) Donald E. Glidden  
(sgd) Harry E. Glidden

40           Witness:  
(sgd) R.D. Watler

Cayman Islands Stamps		
1 @ 20/-	£1.	0. 0.
1 @ 10/-		10. 0.
1 @ 5/-		5. 0.
		<u>1.15. 0.</u>

50           Be it remembered that on this 30th day of January 1960, at West Bay, Grand Cayman, personally came and appeared Donald E. Glidden and Harry E. Glidden the parties named in the foregoing Indenture of

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

---

Conveyance, who then and there and for their proper act and deed did execute deliver and acknowledge the said Indenture of Conveyance for the purpose therein mentioned.

No. 15

(sgd) Donald E. Glidden  
(sgd) Harry E. Glidden

EXHIBIT 'E'

Certified copy  
Conveyance

Sworn and subscribed to before me

Donald E. Glidden  
and Harry E.  
Glidden to Dorothy  
Roulstone and  
Olive Hinds

Recorded (sgd) Lee A. Ebanks  
11th January, Justice of the Peace,  
1961 Cayman Islands.

10

30th January 1960  
Continued

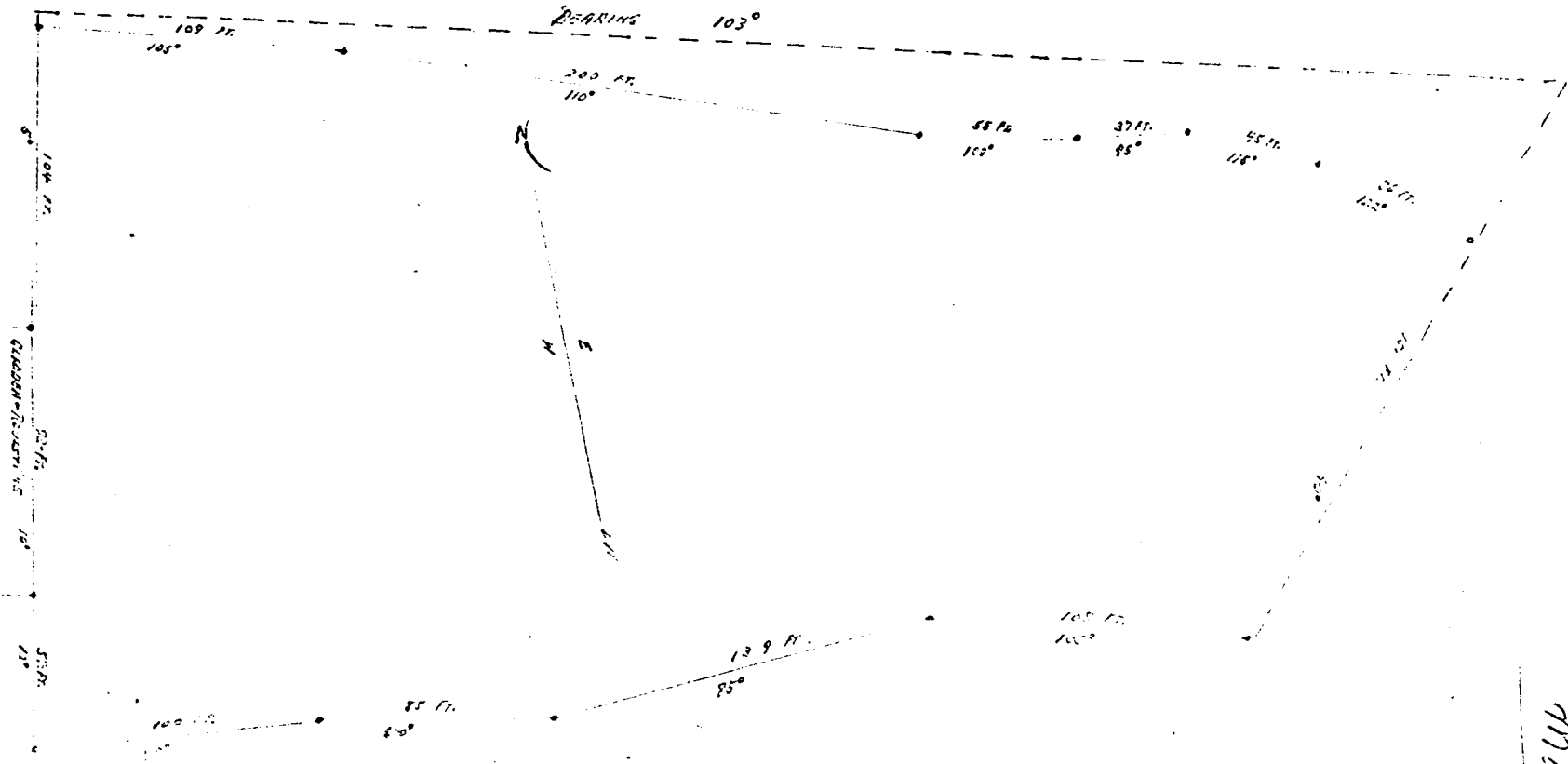
Certified to be a true and correct copy of the document recorded in the Public Records of the Cayman Islands on the 11th January 1961 contained in Volume XX Entry No. 85 Folio 78.

Sgd.  
Public Recorder.

20

Public Record Office  
Grand Cayman.

29th December 1972



A. L. H.  
 Map

31.

A. L. H.  
 Map

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

No. 17

Certified copy Conveyance Henry  
E. Glidden to Dorothy Roulstone  
and Olive Naomi Hinds - 19th  
November 1959

No. 17

Certified copy  
Conveyance  
Henry E. Glidden  
to Dorothy  
Roulstone and  
Olive Naomi  
Hinds

19th November  
1959

GRAND CAYMAN  
CAYMAN ISLANDS S.S.

This Conveyance made and concluded this 19th  
day of November One Thousand Nine Hundred and  
Fifty Nine, Between Harry Glidden of West  
Bay, Grand Cayman, Cayman Islands (hereinafter  
called "The Vendor") of the one part and  
Dorothy B. Roulstone and Olive N. Hinds  
(hereinafter called "The Purchaser") of the  
other part:

10

Whereas the Vendor is seized of the property  
hereinafter described for an estate in fee  
simple, and whereas the Vendor has agreed  
to sell the said property to the Purchaser  
for the sum of Seventy Five Pounds NOW THIS  
INDENTURE witnesseth that in pursuance of  
the sum of Seventy Five Pounds paid by the  
Purchaser and their heirs to the Vendor (the  
receipt whereof the Vendor hereby admits and  
acknowledge), the Vendor as beneficial owner  
hereby grants and conveys to the Purchasers  
and their heirs all that piece or parcel of  
land situate in the district of West Bay, in  
the Island of Grand Cayman, and abutting and  
bounding as follows:

20

30

On the North by an old graveyard and Hennings  
estate, measuring 46 yards;  
On the South by lands of Moses Hydes,  
measuring 46 yards;  
On the East by Hennings estate, measuring  
11 yards, and  
On the West by a Public road, measuring  
31 yards;

40

To hold the same unto and to the use of the  
said Dorothy B. Roulstone, and Olive N. Hinds,  
jointly their heirs and assigns in fee simple  
In Witness whereof the Vendor hath hereunto  
set his hand and affixed his Seal on the day  
and year first above written.

(Signed) Harry E. Glidden  
Witness: (sgd) T.W. Farrington, J.P.

Be it remembered that on this 19th day of

November 1959 at West Bay, Grand Cayman, personally came and appeared Harry Glidden a party named in the foregoing Indenture of Conveyance who then and there and for his proper act and deed did execute, deliver and acknowledge the said Indenture of Conveyance for the purpose therein mentioned.

(Signed) Harry E. Glidden

10

Sworn and subscribed to before me at West Bay, Grand Cayman, this 19th day of November 1959

(Signed) T.W. Farrington  
Justice of the Peace, Cayman Islands

Recorded 22nd April 1960  
Cayman Islands Stamps 2 @ 10/- = £1.

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

---

No. 17

Certified copy  
Conveyance  
Henry E. Glidden  
to Dorothy  
Roulstone and  
Olive Naomi  
Hinds

19th November 1959  
Continued

20

Be it remembered that on this 30th day of November 1959 at West Bay Grand Cayman, personally came and appeared Donald E. Glidden a party named in the foregoing Indenture of Conveyance, who then and there and for his proper act and deed did execute deliver and acknowledge the said Indenture of Conveyance for the purpose therein mentioned.

(sgd) Donald E. Glidden

Sworn and subscribed to before me the undersigned.

(sgd) T.W. Farrington, J.P.

30

Recorded 22nd April 1960

Certified to be a true and correct copy of the Document recorded in the Public Records of the Cayman Islands on the 22nd April 1960 contained in Volume XIX Entry No. 150 Folio 153.

(sgd)  
Public Recorder.

Public Record Office  
Grand Cayman.

29th December 1972

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

No. 18

Certified copy of Conveyance  
George Jefferson to Dorothy  
Roulstone and Olive Hinds -  
7th January 1959

No. 18

Certified copy  
Conveyance  
George Jefferson  
to Dorothy  
Roulstone and  
Olive Hinds

7th January  
1959

GRAND CAYMAN  
CAYMAN ISLANDS, S.S.

This Indenture made and concluded between George  
Jefferson of the FIRST PART and Dorothy Roulstone  
and Olive Hinds of the SECOND PART all of Grand  
Cayman WITNESSETH:

10

That I George Jefferson for and in consideration  
of the sum of Eighty-Five Pounds, to me in hand,  
the receipt whereof is hereby acknowledged, do  
by these presents bargain sell and convey unto  
the said Dorothy Roulstone and Olive Hinds  
parties of the Second Part their heirs and  
assigns a piece of land situate at North West  
Point, in the district of West Bay said land  
bounded as follows :-

20

On the North by lands of Carl Powell, measuring  
73 yards; South by lands of Delorey Ebanks,  
measuring 76 yards; East by lands of Hursley  
Hydes measuring 23 yards; and on the West by  
lands of Dorothy Roulstone measuring 41 yards,  
or howsoever the same may be known butted or  
described, for the said parties of the second  
part their heirs and assigns to hold possess  
and enjoy forever free from all and every  
encumbrance whatever, and I for myself my heirs  
and assigns do by these presents warrant to  
defend and protect the said parties of the  
SECOND PART their heirs and assigns with this  
property.

30

IN WITNESS WHEREOF I sign my hand this 7th day  
of January 1959, in the presence of the subscribing  
witnesses.

(sgd) George Jefferson

40

Witnesses:

(sgd) Lewin O. Parsons  
(sgd) Mark W. Ebanks

Personally appeared before me the undersigned one



of Her Majesty's Justices of the Peace for the Cayman Islands, one Mark W. Ebanks, a subscribing witness to the within Indenture, who on oath swears that he was present and did see George Jefferson sign and deliver the said document for the purpose therein mentioned.

(sgd) Mark W. Ebanks

10

Sworn and subscribed to before me at West Bay, Grand Cayman this 7th day of January 1959.

Recorded 20th January 1959.

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

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No. 18

Certified copy  
Conveyance  
George Jefferson  
to Dorothy  
Roulstone and  
Olive Hinds

7th January  
1959  
Continued

---

No. 19

Conveyance Dorothy Roulstone and  
Olive Hinds to Florence Potter -  
20th March 1958

Deed of Conveyance

THIS INDENTURE made this the 20th day of March 1958 by and between Dorothy Roulstone and Olive Hinds jointly and hereinafter called the Sellers being both residents of Georgetown, Grand Cayman, B.W.I. and Miss. Florence Potter of Chicago, Illinois, U.S.A. and hereinafter called the Buyer, WHEREAS said Sellers for and in consideration of the sum of Twenty-Two Hundred Dollars, American, (\$2200.00) receipt of which is hereby

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

---

No. 19

Conveyance  
Dorothy Roulstone  
and Olive Hinds  
to Florence Potter

20th March 1958

BEFORE THE LAND  
ADJUDICATOR -  
CAYMAN ISLANDS

---

No. 19

Conveyance  
Dorothy Roulstone  
and Olive Hinds  
to Florence Potter

20th March 1958  
Continued

acknowledged, do sell, convey and confirm unto the said Buyer all that land as located in the West-Bay section of the island of Grand Cayman in the Northwest section thereof and better described as that land bounded and measuring as follows: On the Northeast by the land of Carl Powell, measuring roughly 186 yards; On the South-east by the land of George Jefferson, measuring roughly 41-1/3 yards; On the Northwest by the Sea and measuring roughly 56-2/3 yards and On the Southwest by the land of Delory Ebanks and measuring roughly 201 yards, or howsoever the same may be butted or bounded or known or distinguished or described, together with all rights and privileges thereto to have and to hold forever both free and clear in Fee Simple.

10

IN WITNESS HERETO the said Dorothy Roulstone and Olive Hinds in agreement hereto do hereby set their hands and affix their seals this, the above day mentioned.

20

Seller. Dorothy Roulstone (Sgd)

Seller. Olive Hinds (Sgd)

Witness:

Witness:

This is to certify that on the 20th day of March at Georgetown, Grand Cayman, B.W.I. personally appeared the above persons, named herein as Sellers and that they did sign their names to this Deed in my presence without duress:

30

Signed:

Justice of the Peace  
Duly Qualified:

Recorded: 24th March 1958  
Volume No. 211; Folios:- 289-290.  
Stanley R. Panton  
Recorder, Cayman Is. B.W.I.

No. 20

Notice and Grounds of Appeal  
- 17th October 1973

IN THE GRAND  
 COURT OF THE  
 CAYMAN ISLANDS

---

No. 20

Notice and Grounds  
 of Appeal

17th October 1973

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
 HOLDEN AT GEORGE TOWN, GRAND CAYMAN  
 IN THE MATTER OF THE LAND ADJUDICATION LAW, 1971.  
 ON APPEAL

B E T W E E N : O.L. PANTON, ADMINISTRATOR  
 of the Estate of Olive Hinds

AND THE LAND ADJUDICATION  
 TRIBUNAL

NOTICE AND GROUNDS

TAKE NOTICE that pursuant to Section 23(1) of the  
 Land Adjudication Law 1971 O.L. Panton as  
 Administrator of the Estate of Olive Hinds,  
 deceased hereby appeals against the decision of  
 the Adjudicator made on the 11th day of September  
 1973 as follows

DECISION

The case put by Mr. Brandon for Dorothy Roulstone  
 is based upon the law, and the law is clear.  
 Unless words of severance are used in the drawing  
 up of a conveyance for two or more owners the  
 persons to whom the property is conveyed are Joint  
 Proprietors. No words of severance appear in the  
 deeds submitted to the Tribunal although it be  
 noted that in one conveyance as purchasers and one  
 as vendors Roulstone and Hinds are specifically  
 referred to as acting "jointly". The case put by  
 Mr. O. Panton for Hinds was based upon two factors.  
 Firstly at the time the conveyances were made, that  
 is between 1958 and 1963, there were no qualified  
 lawyers on the island, deeds were much more loosely  
 prepared and interpreted, "joint" had no real  
 meaning in the legal sense and that the use of the  
 words "heirs and assigns" denoted that if one of  
 the owners should die that owners share was  
 preserved for the issue. Secondly that Roulstone  
 and Hinds were business partners, that Hinds  
 contributed her share of the purchase price and  
 that in equity that she was entitled to be  
 considered a Proprietor in Common with Roulstone  
 and her family entitled to her half share of the  
 properties.

IN THE GRAND  
COURT OF THE  
CAYMAN ISLANDS

---

No. 20

Notice and Grounds  
of Appeal

17th October 1973  
Continued

Unfortunately for Hinds none of the witnesses called could establish that Hinds had paid half the purchase price in the six purchase transactions or had received half of the proceeds from the two sales. From the evidence led it could be argued equally well and with greater probability that Hinds did not contribute half the purchase price or even nothing at all. That Mrs. Roulstone - a business woman and an alien was merely using Hinds' name and local standing to effect purchases of land for herself. This would be consistent with Hinds living virtually free on Mrs. Roulstone throughout the period when they enjoyed close friendship and were as inseparable as sisters. As regards the first argument for Hinds the Tribunal noted that the expression "heirs" and assigns" had to be included to provide for the issue of the last survivor of the Joint Proprietorship. The tribunal accepts that at the period when the conveyances were drawn up that they were not drawn up so precisely as by qualified legal practitioners today, nor that the implications of the wording were so well understood, but the Tribunal also noted that with the great boom in land prices there was an influx of lawyers; land dealings were frequent and most important to the economy of the Cayman Islands and to the well being of the individual Caymanian. If Hinds had believed she had a half share in the property she must surely at sometime in the 14 years she was associated with Roulstone have taken the simple step to sever the Joint Proprietorship. But she did not do so, and there is the evidence of the 4th Witness Frank Roulstone Jr. who states that Hinds had said quite clearly that all her property at her death would become the property of his mother, Dorothy Roulstone.

I have decided, therefore, that the petition must fail and the Adjudication Record remain unchanged. i.e. all the property claimed by Mrs. Dorothy Roulstone under Claims 1399A (ID32) 1399B (LD60) 1644(LC80) 1396B (LD129) and 1395 (IE 31) is the property of Mrs. Dorothy Roulstone who has absolute title thereto.

AND FURTHER TAKE NOTICE that the grounds of this appeal are:-

1. That the Adjudicator erred in law when he stated that had Hinds contributed

one half and the same were established by the facts, there would per se be a tenancy in common.

IN THE GRAND  
COURT OF THE  
CAYMAN ISLANDS

---

No. 20

Notice and Grounds  
of Appeal

17th October 1973  
Continued

- 10
2. That the Adjudicator erred in law in that he regards the two equitable rules of joint purchase of land and the purchase of land for the purposes of a joint undertaking or partnership, either in trade or in any other dealing as being one rule creating a tenancy in common and having considered the greater probability of money being contributed in unequal shares, he failed to deduce that a Tenancy in Common as having arisen.
- 20
3. That the Adjudicator erred in law in that he did not consider the receipt clause in the conveyances which provide that both purchasers therein paid the purchase money and the vendor or vendors acknowledged such payments of money from the purchasers and instead expected evidence of payment to be deduced.
- 30
4. That the Adjudicator having found as a fact that Mrs. Dorothy Roulstone was a businesswoman and that she along with Olive Hinds deceased purchased six parcels of land and that these facts established a purchase as a joint undertaking and a dealing in such land erred in that he should have found that a tenancy in common had been created.
- 40
5. That the Adjudicator erred in that having found as one fact that Mrs. Dorothy Roulstone was using Hinds name and local standing to effect purchases of land and that Hinds was living virtually free on Mrs. Roulstone in consideration therefor, should have found that as a matter of law it would establish a partnership or joint undertaking in such dealing and hence a Tenancy in Common.
6. That the Adjudicator wrongly assumed that the words of Hinds that all property at her death would become the property of Roulstone was a material fact and that such words spoken after the conveyances

IN THE GRAND  
COURT OF THE  
CAYMAN ISLANDS

No. 20

Notice and Grounds  
of Appeal  
17th October 1973  
continued

- were executed could have a material effect on the vesting of the land under the conveyances.
7. The Adjudicator erred in law in that he regarded the law of severance as a method of terminating a joint tenancy.
  8. That the Adjudicator applied the wrong law to all or some material facts and that he found or failed to apply the law to all the facts. 10
  9. That the Adjudicator failed to determine and hear the proper issue.
  10. That the Adjudicator failed to record material evidence given or tendered at the hearing of the petition.

Wherefore the Appellant humbly prays :

- (1) That the said decision of the Adjudicator be set aside
- (2) That the Appellant be declared the owner as tenant in common of one half of all parcels of the said land 20
- (3) That the register kept under the Registered Land Law 1971 be rectified accordingly.
- (4) Such further and other relief as this Honourable Court may consider just.

AND FURTHER TAKE NOTICE that the Appellant reserves the right to file further supplemental grounds of appeal on receiving the notes of evidence.

Dated this 17th day of October 1973. 30

Sgd. O.L. Panton  
Administrator of the Estate of  
Olive Hinds deceased

TO: The Clerk of the Courts  
Courts Office  
George Town  
Grand Cayman

AND TO:  
Karl R. Brandon  
Attorney at Law for  
Dorothy Roulstone  
George Town  
Grand Cayman 40

AND TO: Dorothy Roulstone  
George Town  
Grand Cayman

IN THE GRAND  
COURT OF THE  
CAYMAN ISLANDS

---

AND TO: The Adjudicator  
c/o The Regional Cadastral, Survey  
and Registration Project  
George Town  
Grand Cayman

No. 20

Notice and Grounds  
of Appeal

17th October 1973  
continued

10 Filed by O.L. Panton & Company, Attorney-at-Law  
of P.O. Box 876, Barclays Bank Building, George  
Town, Grand Cayman, for and on behalf of the  
Appellant herein whose address for service is  
that of his said Attorney-at-Law.

No. 21

Supplemental Grounds of  
Appeal

IN THE GRAND  
COURT OF THE  
CAYMAN ISLANDS

---

No. 21

Supplemental  
Grounds of Appeal

16th November  
1973

20 IN THE GRAND COURT OF THE CAYMAN ISLANDS  
HOLDEN AT GEORGE TOWN, GRAND CAYMAN  
IN THE MATTER OF THE LAND ADJUDICATION LAW,  
1971  
ON APPEAL

BETWEEN: O.L. PANTON, ADMINISTRATOR  
of the Estate of Olive  
Hinds APPELLANT

AND THE LAND ADJUDICATION  
TRIBUNAL RESPONDENT

SUPPLEMENTAL GROUNDS OF APPEAL

TAKE NOTICE that the supplemental grounds of this  
appeal are:

30 1. That the Adjudicator wrongly inferred that  
"if Hinds had believed she had a half share in the  
property she must surely at sometime in the 14 years  
she was associated with Roulstone have taken the  
simple step to sever the Joint Proprietorship."  
or alternatively that there was no evidence or no  
sufficient evidence from which to draw such  
inference.

2. That the reason given for the inference in  
(1) is bad in law or alternatively is inconsistent

IN THE GRAND  
COURT OF THE  
CAYMAN ISLANDS

with the evidence.

Dated this 16 day of November 1973.

No. 21

Supplemental  
Grounds of Appeal

16th November  
1973

Sgd.

BODDEN & GILL, Attorneys for the  
Administrator of the Estate of  
Olive Hinds, deceased

TO: The Clerk of the Courts  
Courts Office  
George Town, Grand Cayman

10

AND TO: Karl R. Brandon, Attorney at Law for  
Dorothy Roulstone  
George Town, Grand Cayman

AND TO: The Adjudicator  
c/o The Regional Cadastral, Survey  
and Registration Project  
George Town, Grand Cayman

IN THE GRAND  
COURT OF THE  
CAYMAN ISLANDS

No. 22

20

Proceedings before the Grand  
Court of Cayman Islands on  
Hearing of Land Adjudication  
Appeal

No. 22

Proceedings  
before the  
Grand Court  
of Cayman  
Islands on  
Hearing of  
Land  
Adjudication  
Appeal

No. 3 of 1973

LAND ADJUDICATION APPEAL

Administrator of Estate of Olive  
Hinds

30

vs.

Land Adjudication Tribunal

T. Bodden with O.L. Panton for the Appellant.

M.R. Brandon for the Respondent.

Objection to supplemental grounds filed.

Brandon:

Court aware of my illness. Supplement  
grounds dated Friday 16/11/73. This served  
on my receptionist in afternoon of Friday 16th.  
Not prepared to consent to this supplemental

40



grounds and objects. Asks that this ground be not heard. This analogous to Special Defence in Court of first instance where three clear days notice in full five days.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

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No specific rule or order.

No. 22

Order 10 R 6 of R.M. Rules. This not a Court of Appeal.

Proceedings before the Grand Court of Cayman Islands on Hearing of Land Adjudication Appeal

10

Sec. 7.

Even if I not ill, notice of grounds not in time.

Bodden:

Continued

Supplement comes under original notice. Notes of evidence became available last week - Monday a holiday.

Power under rule if good cause to all.

20

R 3 (2) of Land Adjudication Appeal Regulation 73. If good cause shewn.

R.M. Rules cannot apply when specific rules under Law.

This inherent in the grounds already filed in time.

Certificate of Finality of Adjudicator not with papers.

Adjourned for 5 minutes.

Resume 11.05 a.m.

30

Clerk of Courts states he had just received Adjudicator's certificate of finalisation of the adjudication record dated 30/9/73 as required by Sec. 22 of the Law 20/71.

Copy served on Bodden and Brandon.

Brandon states:

(1) The certificate is not in order - Sec. 19.

He has not stated what the law says he must do.

40

Certificate not admissible as proof of the facts required under Sec. 22 of the law. As Sec. 19 gives requirements before Certificate can be issued and we cannot know whether certificate given at the latest point in time or the earliest time.

IN THE GRAND  
COURT OF THE  
CAYMAN ISLANDS

---

No. 22

Proceedings  
before the  
Grand Court  
of Cayman  
Islands on  
Hearing of  
Land  
Adjudication  
Appeal

Continued

Document does not bear seal of the  
adjudicator.

Bodden:

If Branden is objecting to procedure he must  
take action under Reg. 3 (3) paragraph b.

(2) Sec. 22 Signed and dated.

Brandon:

He did not apply for adjournment.

10

28th November 1973.

Land Adjudication Appeal No. 3 of 1973.

In the matter of an Appeal by O.L. Panton -  
Administrator

Estate of Olive Hinds from the decision of  
the Land Adjudicator

20

Under Sec. 23 of Law 20/71.

Truman Bodden for Appellant

K.R. Brandon for Roulstone

Bodden:

Substantially on points of Law.

Re Law Cheshire Real Property 10th ed.  
page 306.

Tenancy in Common (Heading)

Reads.

page 300 Heading. Cases where Tenancy  
in Common preferred to joint tenancy.

30

Reads.

Page 58 of Record.

Page 55 Para. 2.

This suggests that Adjudicator was of  
opinion that if Hinds could have established  
payment of one half or receipt of  $\frac{1}{2}$  of the  
proceeds there would have been a Tenancy in  
Common.

Word "Unfortunately."

Cheshire 302. Unequal shares.

No evidence that no money was paid i.e. no reasons in relation to amount paid.

1st Ed. Halsburys 1912 Volume 24 page 201. para. 384 foot note O. Unequal shares in tenancy in Common.

10

2. 55 para. 2. From the evidence.

Submits Adjudicator reasoning unequal shares of money paid, and partnership or joint undertaking as being one rule only and therefore a failure of ingredient of any one of these would cause failure of the others.

2 rules purchase - unequal shares and joint undertaking.

3. Page 35, 37 Receipt clause.

20

Page 38.

No evidence for Adjudicator to find that Hinds did not contribute a part of the purchase money.

Effect of receipt Clause as in Conveyancy Law

Chap. 24 Sec. 56.

Williams. Vendors and Purchasers

Page 51 Sufficient acknowledgement of payment by two persons.

30

No evidence that Adjudicator has taken part and rejected part of conveyance. He must take it as a whole.

4. Adjudicator finds Roulstone a business woman. He must have found something - she did not pay  $\frac{1}{2}$  - she business woman in Conveyance says they both paid purchase money.

Adjudicator has found every fact to establish the 2 rules separately and though not together as he has treated it.

Business woman (purely descriptive)

40

No witness could establish.

IN THE GRAND  
COURT OF THE  
CAYMAN ISLANDS

---

No. 22

Proceedings  
before the  
Grand Court  
of Cayman  
Islands on  
Hearing of  
Land  
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Appeal

Continued

IN THE GRAND  
COURT OF THE  
CAYMAN ISLANDS

No. 22

Proceedings  
before the  
Grand Court  
of Cayman  
Islands on  
Hearing of  
Land  
Adjudication  
Appeal  
Continued

Finds she a business woman - this a  
business undertaking.

5. Joint undertaking can be in trade or any  
other dealing.

As a result Hinds living free.

If he finds that Hinds was giving her local  
standing to effect purchases in joint names and  
in return Hinds living free this would constitute  
a partnership. Hals. 3rd ed. Vol. 28, para. 926,  
page 484.

10

Contribution, skill, knowledge.

Para. 928. Joint operation for sake of gain.

If a partnership does arise no doubt as to  
how property will go even in absence of deed or  
arrangement.

20

6. Page 55 end of para. 2.

Vesting of property could not be effected  
at this stage i.e. after conveyance.

If this a reason for the finding - then this  
a point of law, or inconsistent, unintelligible  
or otherwise substantially inadequate.

Judicial Revision of Administrative Action  
2 ed. page 120.

Supplemental Ground 1 and 2.

30

He has given a reason viz that she must  
surely have taken steps to sever the joint  
Proprietorship.

This bad in law.

Equally an inconsistent reason to base the  
decision.

No evidence on which he can base this.

7. After 1925 there can't be a written severance

before

it must be Partition Sale etc. page 303 Cheshire

40

10 abandoned

Ground I Merely a question of law.

Page 14 - Farrington

Ladies buying land half and half. This not saying paying money in  $\frac{1}{2}$  shares.

Adjudicator accepts.

Reasoning bad if she believed she had  $\frac{1}{2}$  share.

10

Parole evidence of surrounding circumstances.

Words of evidence.

Taken as a whole surrounding circumstances shew severance while Document shews joint tenancy.

He Farrington one of the then leading lawyers drew up at least one of the conveyances as a conveyance to tenancy in common. She interprets meaning that that sort of conveyance drawn up to pass land in terms of share and share alike.

20

If adjudicator finds different from what Farrington says then he in error.

Page 16.

Page 17 interpretation of word "jointly" =  $\frac{1}{2}$  and  $\frac{1}{2}$ .

Page 17.

Page 15. Roulston and Hinds always bought land together.

30

Page 17. Business associates.

Adjudicator can't find that Hinds did not pay any money.

Page 55 Adjudicator wrong to say Hinds paid nothing at all.

Page 18 Line 14 Partnership.

Document page 41.

Joint tenancy.

Page 18 and 19 evidence of Ratty.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

No.22

Proceedings before the Grand Court of Cayman Islands on Hearing of Land Adjudication Appeal

Continued

IN THE GRAND  
COURT OF THE  
CAYMAN ISLANDS

No. 22

Proceedings  
before the  
Grand Court  
of Cayman  
Islands on  
Hearing of  
Land  
Adjudication  
Appeal

Continued

Roulston page 24.

Page 25.

Adjudicator cannot rely on Roulston's  
evidence.

This the evidence.

One man granted a joint undertaking of Partner-  
ship. This through all evidence - 8 transactions  
in Adjudicator's decision. Regardless of how money  
paid Hinds living partly on Roulston as a result  
of business transactions.

10

When it said "It could be argued" he putting  
up a case - Plainly he can't find on what he had  
argued as no evidence to support such finding.

Question.

Adjourned 12.50

Resume 2.37 p.m.

A series of transactions on undertaking to  
invest in property for the sake of profit.

20

Be it a division of sale money or alternatively  
Hinds living free on Roulston.

8 Purchases and 2 sales.

There need not be a profit sharing as long as  
they holding land to add to its value.

Hals. 3rd ed. Volume 28 page 486 - 931.

Joint adventure or joint undertaking - para.  
932.

Money was contributed by each in unequal  
proportions.

30

1st ed. Hals. Volume 24 at 201 and para.  
384.

Decision does not contemplate any findings  
re the equity side - viz. Partnership - Joint  
undertaking etc.

Facts establish money paid by Hinds.

He intimates it unfortunate in not establishing it in unequal proportion.

Is it  $\frac{1}{2}$  or is it not  $\frac{1}{2}$ .

She a business woman.

He finds facts which should raise a Partnership.

Brandon:

2.58 p.m.

Adjudicator sits as if he a judge in Court of Law.

It an assumption by Bush that they were in business but they did not tell him their guts.

Roulston different. Adjudicator accepted her by inference.

Page 24.

They not partners. It not a finding of fact.

Panton stressed they partners and Adjudicator comments they are not.

He dealing with Panton's address.

Page 26.

Where in notes land acquired for profit? Page 26.

Farrington got instructions to prepare joint tenancy.

Farrington may not have known what a joint tenancy was.

Page 28.

Bought land on business transaction. Where the evidence.

Adjudicator dealing with submissions by Panton.

Page 55.

Where conveyance clear no ambiguity - evidence can't be given to contradict a written document.

IN THE GRAND  
COURT OF THE  
CAYMAN ISLANDS

---

No. 22

Proceedings  
before the  
Grand Court  
of Cayman  
Islands on  
Hearing of  
Land  
Adjudication  
Appeal

Continued

10

20

30

IN THE GRAND  
COURT OF THE  
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No. 22

Proceedings  
before the  
Grand Court  
of Cayman  
Islands on  
Hearing of  
Land  
Adjudication  
Continued

Page 18. Told me they were business women.

Roulston. Page 24 and 25.

Land sold only to friends.

Knew what joint tenancy was.

Emphasis Brandon laid on business woman in  
what Adjudicator was dealing with in Decision.

10

No evidence how much paid by purchasers in  
seven other transactions.

Adjudicator dealing with two factors put  
forward by Panton but Panton stressed it so hard.

Adjudicator has not found Hinds to be a face card.

1947 A.C. 484.

Watt or Thomas                      Appellant

vs.

20

Thomas

In Law 4 Unities in Joint Tenancy. Title, Time  
Interest and Possession.

No finding these people Partners.

3.50 p.m.

Bodden:

Nota question of varying a document.

This vesting of property.

Re Rejecting Para. 2 Court left with nothing.

Page 55.

30

Partnership and payment in equal shares to be  
separate.

Appeal dismissed.



No. 23

Reasons for Judgment -  
Moody J.

IN THE GRAND  
COURT OF THE  
CAYMAN ISLANDS

---

LAND ADJUDICATION APPEAL

No. 3 of 1973

No. 23

O.L. PANTON

Reasons for  
Judgment -  
Moody J.

Administrator of Estate of Olive Hinds

vs.

10

LAND ADJUDICATION TRIBUNAL

REASONS FOR JUDGMENT

I was satisfied that the decision of the Adjudicator was not erroneous in point of law. I was satisfied that there was no prejudice to the interests of the Appellant by failure to comply with the procedural requirements of the law. I found no merit in any of the grounds of appeal.

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I understood the decision of the Adjudicator to be as stated in the decision that unless words of severance are used in drawing up of a conveyance for two or more owners the persons to whom the property is conveyed are Joint Proprietors. That no words of severance appear in the deeds submitted to the Tribunal although it be noted that in one conveyance as purchasers and one as vendors Roulstone and Hinds are specifically referred to as acting jointly.

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In the rest of the decision the Adjudicator appeared to have accepted the case put forward on behalf of Dorothy Roulstone and rejected the case put forward on behalf of the Estate of Olive Hinds.

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The decision has to be read and considered in its entirety. If indeed, there are any inaccurate statements or faulty observations or illconceived arguments made by the Adjudicator in the course of dealing with the arguments addressed to him they do not in my judgment contradict, undermine or challenge the simple clear and unambiguous decision. No words of severance. No tenancy in common.

Sgd. L.T. Moody

JUDGE

IN THE COURT OF  
APPEAL OF JAMAICA

No.24

Notice and Grounds  
of Appeal by  
Appellant as to  
costs

No. 24

Notice and Grounds of Appeal  
by Appellant as to costs

12th December 1973

IN THE JAMAICA COURT OF APPEAL

CIVIL DIVISION

TERRITORY : CAYMAN ISLANDS

APPEAL NO. OF 1973

BETWEEN : DOROTHY ROULSTONE APPELLANT

AND : O.L. PANTON - )  
ADMINISTRATOR OF ) 10  
THE ESTATE OF ) RESPONDENT.  
OLIVE HINDS AND )  
THE LAND ADJUDICATOR )

AN APPEAL AGAINST THE LEARNED JUDGE OF THE GRAND COURT  
- UNJUSTIFIABLY AWARDED A SUCCESSFUL LITIGANT IN THE  
GRAND COURT ON GIVING JUDGMENT IN HER FAVOUR - THE  
COSTS INCURRED IN THE SUIT AND IN PARTICULAR FEES  
PAYABLE BY HER FOR PROFESSIONAL REPRESENTATION.

TAKE NOTICE that the Appellant herein appeals  
against the refusal of Mr. Justice L.T. Moody, the  
Learned Judge of the Grand Court to award the  
Appellant, Dorothy Roulstone, her just and proper  
rights and costs, she being a successful party in  
the proceedings before him in the Grand Court of  
The Cayman Islands. 20

AND TAKE FURTHER NOTICE that the above named  
Appellant hath this day paid into Court the sum of  
\$4.00 for the due prosecution of the appeal.

AND THE GROUNDS OF APPEAL herein are stated  
below.

GROUNDS OF APPEAL 30

1. Appeals from any order or decision of the Land  
Adjudicator are by the Land Adjudication Law,  
Law No. 20 of 1971, to be first heard in the  
Grand Court of The Cayman Islands as the first  
Court of Appeal, and thereafter, there is a  
further right of Appeal to The Court of Appeal,  
Jamaica.
2. Under the Judicature (Administration of Justice)  
Law of The Cayman Islands, Cap. 74. Section 92.  
Sub-sections (1) and (2) are set out that fees 40

Notice and  
Grounds of  
Appeal by  
Appellant as  
to costs

12th December  
1973

are payable, that is, Court Fees and Professional Fees (See Schedule A & B Cap. 74)

- 10
3. The Land Adjudication Law is silent on Law Costs in the matter of cases heard in the Grand Court in respect to Court Fees and Professional Fees, but certain Court Fees are required to be paid by any appellant as a condition precedent before any appeal can be listed or heard.
- 20
4. It is the fundamental principle of law that a Judge trying a case whether in a Court of Summary Jurisdiction (See Cayman Island Laws - Justice of the Peace Jurisdiction Law Cap. 78 Sec. 18 as to costs) or whether in the Grand Court (this is statute Law) but it indicates the general trend as to costs in the Cayman Islands and see Cap. 74 Justice (Administration of Justice) Law Section 92.
- 30
5. There is also no provision for costs of any kind on further appeals to the Court of Appeal, Jamaica - again the Land Adjudication Law is silent. It is submitted that the inherent right of a Court of Justice to award costs, in the discretion of the Learned Judge as a general principle of law remains unfettered.
6. This discretion is a Judicial one and not an arbitrary one and Costs to a successful litigant should only be refused in cases where a litigant has behaved with impropriety, or there is some dishonesty or other reprehensible conduct on the part of either the lawyer in the case or the litigant.
7. To deprive a successful litigant of his costs would to a major extent nullify the Judgment obtained in his favour.
- 40
8. The reason given by the Learned Judge in his Judgment in favour of the Appellant when refusing to order costs was that he did not see in the Land Adjudication Law (any positive) provision for costs in matters on appeal to the Grand Court of the Cayman Islands.
- 50
9. It is a ground of appeal that the Judge of the Grand Court has an unfettered jurisdiction in his discretion to award costs.

IN THE COURT OF  
APPEAL OF JAMAICA

No. 24

Notice and  
Grounds of  
Appeal by  
Appellant as  
to costs

12th December  
1973  
continued

10. The refusal to award costs is contrary to Law and is unreasonable in the circumstances.

Whereby the Appellant humbly prays that the Honourable Court of Appeal, Jamaica, will vary the order as to costs, and the omission of the Learned Judge to award the Appellant, Dorothy Roulstone, costs of the hearing before him in this matter and grant her costs.

Dated this 12th day of December 1973.

Sgd. Karl R. Brandon  
KARL R. BRANDON ATTORNEY AT LAW  
FOR THE APPELLANT DOROTHY  
ROULSTONE.

10

- (1) TO: The Registrar, Court of Appeal, Jamaica.
- (2) TO: The Clerk of the Courts, Court Office, Jamaica.
- (3) TO: O.L. Panton, (Estate Attorney Estate Olive Hinds) George Town, Grand Cayman.
- (4) TO: The Land Adjudicator, Grand Cayman.
- (5) TO: The Registrar of Lands, Grand Cayman.

20

FILED BY KARL R. BRANDON, ATTORNEY AT LAW FOR THE APPELLANT, DOROTHY ROULSTONE, whose address is care of her said attorney, P.O. Box 249, Grand Cayman, Cayman Islands, B.W.I.

IN THE COURT OF  
APPEAL OF JAMAICA

No. 25

No. 25

Reasons for  
Decision -  
Moody J.

Reasons for Judgment -  
Moody J.

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LAND ADJUDICATION APPEAL

No. 3 of 1973

O.L. PANTON

Administrator of Estate of Olive Hinds

vs.

LAND ADJUDICATION TRIBUNAL

REASONS FOR DECISION

It is correct as stated in Paragraph 8 of the

Grounds of Appeal filed by the Respondent Appellant that I refused to make an order for costs to the successful respondent as while Section 23 of Law 20 of 1971 makes provision for the award of costs by the Court of Appeal it makes no provision for the award of costs by the Grand Court.

IN THE COURT OF  
APPEAL OF JAMAICA

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No. 25

Reasons for  
Decision -  
Moody J.

Sgd. L. T. Moody

JUDGE

IN THE COURT OF  
APPEAL OF JAMAICA

No. 26

Grounds of Appeal  
- 26th June 1975

No. 26  
Grounds of Appeal  
26th June 1975

IN THE JAMAICAN COURT OF APPEAL

APPELLATE JURISDICTION

CIVIL DIVISION

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TERRITORY: CAYMAN ISLANDS

CIVIL APPEAL NO. 1 of 1975.

BETWEEN: O.L. PANTON, ADMINISTRATOR  
OF THE ESTATE OF OLIVE HINDS. PLAINTIFF/  
APPELLANT.  
OF  
GEORGE TOWN, GRAND CAYMAN.

AND: DOROTHY ROULSTONE DEFENDANT/  
OF RESPONDENT.  
GEORGE TOWN, GRAND CAYMAN.

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GROUNDS OF APPEAL

TAKE NOTICE that the following are the Grounds of Appeal on which the Plaintiff/Appellant will rely:-

1. The Adjudicator and the Learned Judge ought to have inferred from the evidence that the parties were operating as partners and should, therefore, have found that a tenancy in common existed.

2. That the Adjudicator and the Learned Judge failed to apply the Principles that very slight evidence is required to prove the existence of a tenancy in common in circumstances where:

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(a) The unchallenged evidence of Henry Bush was that the parties each provided one-half the purchase money in respect of a lot of land in West Bay.

- 10 (b) The evidence of Frank Roulstone supported the contention of the Plaintiff/Appellant that Olive Hinds had considered herself the owner of part of all the properties and the expression of a wish that Dorothy Roulstone should get all that she, Olive Hinds, possessed did not support the principles applying to joint tenancies.
- (c) The Adjudicator found that the implications of the wording in deeds were not so well understood and ought therefore to have given effect to the interpretation of the phrase "Heirs and Assigns" by the witness, Thomas Farrington.
- 20 3. That the Adjudicator improperly drew inferences totally unsupported by facts to wit "it could be argued equally well and with greater probability that Hinds did not contribute half the purchase price or even nothing at all" for himself, as a result of which he failed to apply the Law relating to the creation of tenancy in common, alternatively if the Adjudicator found that the parties did not contribute the purchase price in equal shares, he ought to have found
- 30 that the parties were tenants in common.
4. In arriving at a finding that the parties were joint tenants, the Adjudicator wrongly concluded that if Olive Hinds believed she had a half-share in the property, she must surely at sometime in the 14 years she was associated with Roulstone have taken the simple step to sever the joint proprietorship.
- 40 5. The Appellant will crave leave of this Honourable Court to File Supplemental Grounds of Appeal at the Hearing Hereof.

## WHEREFORE THE APPELLANT PRAYS:-

- (a) That his Appeal be Allowed and the Judgement of the Learned Trial Judge and the Decision of the Adjudicator be set aside.

IN THE COURT OF  
APPEAL OF JAMAICA

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No. 26

Grounds of Appeal

26th June 1975  
Continued

- (b) That there be a re-hearing by the Adjudication Tribunal.
- (c) That this Honourable Court will Grant such relief as may seem just.
- (d) That the Appellant do have the Costs of this Appeal.

Dated the 26th day of June, 1975.

Sgd. O.L. Panton  
O.L. PANTON  
PLAINTIFF/  
APPELLANT.

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FILED by O.L. Panton, of Room 204, Thompson Building, George Town, Grand Cayman, whose address for service is as above.

cc: C.S. Gill, Esq.,  
Attorney-at-Law, for the  
Defendant/Respondent.  
P.O. Box  
George Town, Grand Cayman.

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AND: The Registrar of the Grand Court,  
George Town, Grand Cayman.

AND: The Registrar of Lands,  
George Town, Grand Cayman.

IN THE COURT OF  
APPEAL OF JAMAICA

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No. 27

Written Judgment  
of Swaby J.A.  
Watkins J.A. (Ag)  
and Robinson (P)  
dissenting

No. 27

Written Judgment of Swaby  
J.A. Watkins J.A. (Ag) and  
Robinson P (dissenting)

IN THE COURT OF APPEAL

CAYMAN ISLAND CIVIL APPEAL NO. 1 of 1975

BEFORE: The Hon. Mr. Justice Robinson  
(President)  
The Hon. Mr. Justice Swaby, J.A.  
The Hon. Mr. Justice Watkins,  
J.A. (Ag.)

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BETWEEN - O.L. PANTON

IN THE COURT OF  
APPEAL OF JAMAICA

(ADMINISTRATOR OF THE  
ESTATE OF OLIVE HINDS) -

PLAINTIFF/  
APPELLANT

No. 27

AND - DOROTHY ROULSTONE - DEFENDANT/  
RESPONDENT

Written Judgement  
of Swaby J.A.  
Watkins J.A. (Ag)  
and Robinson (P)  
dissenting

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Mr. L. Cowan for appellant

Mr. R. Alberga, Q.C. for respondent.

June 25, & September 20, 1976

WATKINS, J.A. (Ag.):

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This is an appeal from an order of Moody, J. judge of the Grand Court, Cayman Islands, affirming on appeal a decision dated September 11, 1973 of the Land Adjudicator wherein he had found in favour of the respondent on a petition brought by the appellant to determine whether upon the death intestate of one Olive Hinds certain lands held in the joint names of the deceased and the respondent devolved as to their entirety upon the latter by right of survivorship or devolved equally or otherwise upon the estate and the respondent respectively. By a majority, the President dissenting, the court allowed the appeal, set aside the order of the Adjudicator, as affirmed by Moody J., that the lands in their entirety should pass to the respondent, ordered that judgment should be entered in favour of the appellant and directed that the properties should be divided in equal shares between the estate and the respondent. It was further ordered that the register kept under the Registered Land Law 1971 be rectified in accordance with the order of the court and that the appellant should have his costs before this court and the Grand Court.

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The Land Adjudication Law of the Cayman Islands (No. 20 of 1971) is a very practical and useful piece of legislation. As its long title states, it provides "for the adjudication of rights and interests in land and for purposes connected therewith and incidental thereto". A declaration by the Administrator (now Governor) in Council of adjudication areas sets the

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machinery of the law in motion. Adjudication areas are divided into two or more adjudication sections (s.5) and provisions are made for the identification and demarcation of the various parcels of lands comprised in an adjudication section and subsisting under separate ownership. Encumbrances of whatever sort subsisting over or in favour of any particular parcel are also recorded. For the execution of these tasks public officials such as the Demarcator, the Records Officer and the Surveyor, are appointed under the Law. Persons making claims to specific parcels of land are required to lodge their claims with the prescribed authority within a prescribed time. Such claims are adjudicated upon and determined by the Land Adjudication Tribunal presided over by the Adjudicator assisted by Assessors whose opinions on local matters and conditions he must consult and record but is not bound to follow (s. 4(1)) and "except with the consent in writing of the Adjudicator" actions in the ordinary courts of the islands concerning land or rights to land in an adjudication section are prohibited "until proceedings under this Law have been completed" (s. 7). The Tribunal is not bound to observe the strict rules of evidence as a court of law (s. 16(4)). Appeals therefrom lie to the Grand Court on a point of law only or on the ground of non-compliance with any procedural requirement and a further appeal lies to this court in similar circumstances and this court may either affirm, reverse, or amend the order or decision of the Grand Court and may order in such manner as it thinks fit rectification of the register kept under the Registered Land Law 1971 and may order the payment of costs in the court and in the Grand Court (s. 22).

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Upon the death intestate of Olive Hinds, the respondent Dorothy Roulstone, invoking the provisions of the above Law, secured the placing of her name on the

relevant Adjudication Records as the sole owner by right of survivorship to the six parcels of land formerly held in the joint ownership of the deceased and the respondent. Thereafter and subsequent to the grant to him in July 1973 of letters of administration to the Estate of Olive Hinds, her administrator O.L. Panton, petitioned for rectification of the Adjudication Records with the results already adverted to.

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Before us, as before the tribunals below, there was no serious debate as to the effect in law of the habendum clause in each of the six conveyances in issue. None contained any words of severance and in so far as the legal estates in these parcels were concerned, that they were held in joint-tenancy admitted of no dispute. Did the beneficial interests in these lands also subsist in joint-tenancy or in tenancy-in-common? This was the question to be determined on the facts as found and on the proper inferences to be drawn therefrom. Before considering such facts and inferences on which the Adjudicator founded his decision a reference to the evidence adduced before him may now usefully be made. From his observation of the deceased and respondent for whom he had drawn up one of the conveyances, that of January 30, 1960, a witness, Thomas W. Farrington, considered them "as intimate friends and business associates" and that "the ladies were buying the land between them half and half". A vendor of another parcel of land Mr. Henry Eli Bush, aged 79, testified that they had told him that "they were business women". Granville Burns Rutty, whose wife was related to the deceased, gave evidence which, if accepted, cast some light upon the financial circumstances of Miss. Hinds. She had come into possession of the Petra Estate on which stood, and still stands 'the Grand Old House', a very valuable property which she had sold. From the income of the proceeds of sale of this property which had been put on deposit she supported herself, supplemented by periodic sums sent to her by a brother and by the rental from her home in Old Church Street which she was wont to let in the peak tourist seasons. Frank Roulstone, son of the respondent, testified

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that Miss. Hinds was not a person in want. He had seen her with her own cheque book. Roulstone Jr. also testified that many times in his presence Miss. Hinds had said that "everything she had was to go to my mother who had treated her as one of her own". He did not think that the lands were bought on a business basis. He had heard both ladies say that "everything the other had was to go to the survivor". He never at any time heard his mother, the respondent say that she owned all the lands. It was in evidence also that the respondent managed the Seaview Hotel at which the deceased resided as her non-paying guest and that the respondent commuted frequently between the United States of America and Grand Cayman.

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On this evidence the Adjudicator made but two findings of fact and on the basis of the inferences drawn from these facts he came to a conclusion wholly in favour of the respondent. His first finding of fact was that "none of the witnesses called could establish that Hinds had paid half the purchase price in the six purchase transactions or had received half of the proceeds from the two sales". Immediately thereafter the Adjudicator proceeded as follows:

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"From the evidence led it could be argued equally well and with greater probability that Hinds did not contribute half the purchase price or even nothing at all. That Mrs. Roulstone a business-woman and an alien was merely using Hinds' name and standing to effect purchases of land for herself. That would be consistent with Hinds living virtually free on "Mrs. Roulstone throughout the period when they enjoyed close friendship and were as inseparable as sisters."

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Now it is true that no positive evidence was adduced of the specific sum, if any, contributed by the deceased towards any particular purchase, but it must be observed as well that the same is equally true

concerning Mrs. Roulstone. She however was alive, had received a notice to attend the hearing before the Adjudicator but had declined to do so, thereby depriving that tribunal of relevant information peculiarly within her knowledge. If the deceased had contributed but a little or nothing at all, then it followed that the respondent must most likely have herself contributed most or all of the purchase price of the various parcels of land, but Mrs. Roulstone had been silent on these material facts. In the absence of any evidence at all as to the extent, of the relative contribution, if any, of either party to these transactions, the inference seems totally unacceptable and unwarranted that Mrs. Roulstone "was merely using Hinds' name and standing to effect purchases of land for herself". Further, if, as the Adjudicator seems to have accepted, these ladies' affection for each other was like that of sisters, then the fact that Hinds lived virtually free on Mrs. Roulstone would be more consistent with that sisterly affection than with the fact that Hinds was a person without means which is wholly unsupported by the evidence. The Adjudicator's second finding of fact was that "there is evidence of the 4th witness Frank Roulstone Jr. who states that Hinds had said quite clearly that all her property at her death would become the property of his mother, Dorothy Roulstone". Now that was not exactly what Roulstone Jr. had said. The relevant portion of the record of Roulstone's testimony is as follows:

"Two nights before she died she asked for my mother. Mother in States with dying relative. Told me to tell mother that when she died she was to have everything. Many times before in my presence stated that everything she had was to go to my mother who had treated her as one of her own."

The difference is material. Mrs. Hinds did not say that "all her property at her death would become the property of his mother" a statement which suggests that by operation

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of law, as for example, by right of survivorship, all the properties would automatically vest in Mrs. Roulstone. What the deceased had said was that "everything she had was to go to Mrs. Roulstone" a statement which suggests and strongly suggests (a) that the deceased claimed proprietorship in part at least of all the disputed land and (b) that it was in her power as it was her wish that Mrs. Roulstone should succeed thereto after she had died. It is not surprising therefore that upon an erroneous interpretation of the utterances of the deceased the Adjudicator should in his written decision have observed:

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"If Hinds believed she had a half share in the property she must surely at some time in the 14 years she was associated with Roulstone had taken the simple step to sever the joint proprietorship."

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As the deceased did not do so it followed, in the reasoning of the Adjudicator, that she did not consider that she had had a half share, or perhaps any share at all, in the disputed lands. In both instances, therefore, the inferences drawn by the Adjudicator on the facts found by him were unwarranted in law.

Some observations at this stage as to the law affecting co-ownership will not be out of place.

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Where property is held by A and B in joint-tenancy at law, but as tenants in common in equity, upon the prior death of A, B holds the bare legal title by right of survivorship but in trust for himself and the estate of A. Where property is held by A and B in joint tenancy at law and in equity, upon the prior death of A, B takes the property by right of survivorship and the property does not pass under the will or intestacy of A. The right of survivorship operates by law and not by virtue of the intention or pursuant to the will of any deceased co-owner. Any attempt to dispose by will of property in which the legal and

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beneficial interests subsist in joint-tenancy is wholly ineffectual. Contrari-wise where property is held by two persons as joint-tenants at law but as tenants in common in equity, the equitable interest of either passes on death either pursuant to his will or, on intestacy, and not otherwise, and no mere declaration of intention of such a co-owner prior to death is effectual to achieve the desired disposition. As was said in Russell v. Scott 55 C.L.R. 440 "What can be accomplished only by a will is a voluntary transmission on death of an interest which up to the moment of death belongs absolutely and indefeasably to the deceased". The mere fact then that the deceased sometime before her death intimated that she wished everything that she had to go to the respondent would be quite inoperative to pass upon her death any property in which she had a joint but absolute and indefeasable interest e.g. if she had had an undivided share in the six parcels of land, and quite unnecessary and equally ineffectual by itself to pass any property in which she had not had an undivided interest. It is therefore within these constraints imposed by the rules relating to joint tenancies, tenancies in common and to dispositions thereof whether testamentary or not that the declarations of the deceased prior to her death must in law be examined. These declarations are of value only as showing the views she embraced as to proprietorship in whole or in part, at law or in equity, of the disputed lands. Such views however could have been mis-conceived. It is clear nevertheless that she considered that she had not merely a legal but also a beneficial interest in the lands and that such interest was in her power to dispose of. Such an interest had of necessity, if at all, to be an undivided share in equity in the land for in a beneficial joint-tenancy each joint tenant holds nothing by himself but holds the whole together with his fellows. This view was not inconsistent with the testimony of Roulstone Jr. which the Adjudicator seemed generally to have preferred, namely that he had never heard his mother say she considered she

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owned all the lands, a matter on which the Adjudicator observed "If Hinds had believed she had a half-share in the property she must surely at some time in the 14 years she was associated with Roulstone have taken the simple step to sever the joint proprietorship". This may well be so but her failure to do so would have had no effect whatever upon her interest in equity in the properties, provided that in fact the circumstances of the transactions established in equity the existence of tenancies in common. The failure to sever during her lifetime was at best inconclusive and at worst a non-sequiter. It still remained therefore for the Adjudicator to have determined whether the facts disclosed the existence of joint-tenancies in equity as well as in law or tenancies in common in equity. Those undisputed facts were that the deceased and the respondent took conveyances in their joint names, not of merely one property, but of eight, two of which they subsequently sold, and that these transactions covered a period of five years. Both parties were persons of some means, of varying but unascertainable degree. What was the extent of the contribution, if any, of any particular party to any particular transaction is utterly unknown. From these undisputed facts the inference of the existence of a joint-undertaking on the part of these ladies seems irresistible, and a fortiori, of the existence in equity of tenancies in common in the lands. Where it is impossible to determine the extent of respective contributions, the rule is that equality is equity.

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For these reasons we made the order already referred to.

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Robinson, P:

Such of the evidence in this case as was substantiated by documentary proof, established that over a period of 5 years,



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commencing on 20th March, 1958 and ending on  
 29th June, 1963, Olive Hinds, now deceased,  
 and Dorothy Roulstone sold one parcel of land  
 which they had held as joint-tenants and  
 purchased 6 lots which were conveyed to them  
 as joint-tenants. Thereafter, and up to the  
 death of Olive Hinds in September, 1972, some  
 9 years later, they made no joint purchases  
 of lands, sold none and did no trade or  
 10 business on or with any of the lands which  
 they had purchased jointly. Indeed there was  
 no evidence that they had made any use whatever  
 of the 6 lots of land which they had jointly  
 purchased. In this situation, it was  
 nevertheless contended that, notwithstanding  
 that they held the legal estate as joint-  
 tenants, the beneficial interest in the said  
 six parcels of land was held by them as tenants  
 in common and that, therefore, on the death of  
 Olive Hinds, one half of the said lands, should  
 20 go to her estate.

The evidence of the witnesses called in support of this contention did not seem very impressive.

Thomas William Farrington, a law agent  
 then aged 73 years, could remember drawing up  
 one only of the conveyances for the ladies,  
 namely a conveyance dated 29th June, 1963. He  
 could not recall what instructions were given  
 to him, but believed they had said that they  
 30 were purchasing "jointly between the two  
 parties". This he understood to mean "that  
 the ladies were buying the land between them  
 half and half". He stated that it was because  
 he so understood the position that he used  
 the words "heirs and assigns" in the conveyance,  
 the use of those words being intended by him  
 "to protect the one's share if the other party  
 died". If he is to be believed as to this,  
 then he should also be credited with believing  
 40 that the phrase "heirs and assigns" had other  
 uses as well as he testified further that he  
 invariably inserted the phrase "heirs and  
 assigns" when drawing up conveyances.

Be that as it may, the truth of the matter  
 would seem to be that Mr. Farrington hadn't a  
 clue as to the meaning of the word "jointly" -  
 in cross-examination he reiterated that "jointly

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means between the two of them - half and half" - nor of the meaning and legal effect of the words "heirs and assigns" as contained in a conveyance. And the only useful assistance that may be gathered from his evidence is his confirmation, in cross-examination -

(a) that Mrs. Roulstone and Olive Hinds were very close friends - inseparable, and

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(b) that on the one occasion on which he recalls their coming to him, i.e. in connection with the conveyance of 29th June, 1963, they said they were purchasing jointly.

In re-examination he again confirmed that he regarded the two ladies as intimate friends but added "and business associates".

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This last addition to his testimony was supported by the evidence of 79 year old Mr. Henry Eli Bush who had, along with one Loretta Manderson, a co-owner, sold some land to Mrs. Roulstone and Olive Hinds for the sum of £250. Mr. Bush could not remember the date of this transaction but, he said, Miss. Hinds had paid his half of the purchase price £125 - he did not say who paid Loretta's half - and he stated that although they did not tell him their private business, they did tell him, at the time, that they were business women and they did tell him that they were in partnership. Actually this transaction had taken place some 15 years prior to his testimony, the conveyance being dated 18th November, 1958. And, apart from the fact that the Adjudicator and the Assessors did not seem to attach any importance to the evidence of this witness - they asserted that none of the witnesses called could establish that Hinds had paid half the purchase price in any of the transactions - the fact remains that there was absolutely no evidence of any activities on the part of these two ladies which could justify the assertion that they were engaged in any joint business venture, in the sense envisaged in the cases which establish that where partners acquire land as part of their partnership assets or where two

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or more persons engage in a joint undertaking carried on with a view to profit, they were presumed in equity to be entitled to the beneficial interest in the property as tenants in common, even though they may have held the legal estate as joint-tenants. See, for examples -

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- 10 (1) Jeffreys v. Small (1683) 1 Vern. 217  
where two persons jointly stocked a  
farm and occupied it as joint-  
tenants. On the death of one, it  
was held that if the farm had been  
taken jointly by them and proved a  
good bargain, then the survivor  
should have had the benefit of it;  
but as to a stock employed in the  
way of trade, that should in no case  
survive. The custom of Merchants  
20 ..... is extended to all Traders,  
to exclude survivorship" ....."  
and that "where two are jointly  
interested ....., by way of Gift,  
or the like, survivorship takes place  
but as to a joint undertaking in the  
way of trade or the like, it is  
otherwise."
- 30 (2) Lake v. Gibson (1729) 21 E.R. 1052 where  
five persons agreed to be equally  
concerned as to profit and loss and to  
advance each of them such a sum, to be  
laid out in the Manurance and  
Improvement of the land. It was held  
that they were tenants in common and  
not joint-tenants as to the beneficial  
interest or right in these lands. It  
was also held, however, that "where  
40 two, or more, purchase lands, and  
advance the money in equal proportions,  
and take a conveyance to them and their  
heirs, that this is a joint-tenancy,  
that is, a purchase by them jointly  
of the Chance of Survivorship, which  
may happen to one of them as well as  
to the other; but where the proportions  
of the money are not equal, and this  
appears in the Deed itself, this makes  
them in the Nature of Partners; and  
however the legal estate survive, yet  
50 the survivor shall be considered but as

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a trustee for the others, in proportion to the sums advanced by each of them.

- (3) Lake v. Craddock (1732) 3 P. Wms. 158; 24 E.R. 1011, where five persons joined in buying some waterlogged land with a view to its improvement by drainage. It was held that this was an undertaking upon the hazard of profit or loss and as such was in the nature of merchandising when the jus accrescendi, i.e. the right of survivorship, is never allowed. In this case the court laid down the general rule that persons who make a joint purchase for the purposes of a joint undertaking or partnership, either in trade or in any other dealing, are to be treated in equity as tenants in common, the right of survivorship being incompatible with a commercial undertaking - jus accrescendi inter mercatores, pro beneficio commercii locum non habet. 10
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No such situation existed in the case of these two ladies.

Mr. Granville Burns Ruddy, the last witness called on behalf of the Plaintiff/Appellant, was a member of the Hinds family by marriage - his wife was a niece of the late Olive Hinds. He testified that he knew of purchases of land made by Hinds and Roulstone together and that he had seen an exercise book, the handwriting in which was that of the late Olive Hinds, and in which was recorded dates of purchase, purchase price, description of land and vendor. That book also contained notes. There was a separate page for each transaction, and, what was only revealed in cross-examination, it also contained the names of both Hinds and Roulstone. Mr. Ruddy testified that the book had been given to the Plaintiff/Appellant at one stage but that he (Mr. Ruddy) did not know what had happened to it. Significantly enough, that 30

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book was not tendered in evidence and no explanation was given as to what had become of it. It might have been of great assistance to the Adjudicator. Indeed it might well have been conclusive of the matter, as witness the case of *Re Hulton*; *Hulton v. Lister* (1890) 62 L.T. 200 C.A. where the Court of Appeal in England, in reversing the judgment of the court below, was able to pray in aid the manner in which statements of account were kept by the parties in drawing the inference that the relation which had existed between them was that of partners and that therefore certain lands, the legal estate of which was held by them as joint-tenants, should nevertheless be treated as partnership property. As Cotton, L.J. observed, in the course of his judgment, at page 203 -

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"The rents were not divided between the parties as co-owners as if they had acquired the rents as permanent investments, but for the purpose of promoting this joint speculation in which the parties were engaged. In my opinion the judge arrived at a wrong conclusion that these accounts were consistent with the parties being co-owners. In my opinion the dealing with the property to which he referred in no way assists the view that they were permanent investments by co-owners."

And as Lopes, L.J., put it, at page 204 -

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"The inference that I draw from those balance-sheets and those accounts is that *Hulton* and *Craven* were partners. These accounts and balance-sheets are not the accounts or balance-sheets which co-owners of real estate would keep. They are not accounts of income or of rents; but they are accounts which partners who are engaged in a joint speculation would keep of profits."

In that case the facts as set out in the headnote, were as follows:

"H., who was a solicitor, had for many years previously to his death been

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engaged in various land speculations jointly with C. The speculations consisted in the buying and selling of plots of land, the laying out of the land for building purposes, and the advancing of money to builders. The lands were generally bought in consideration of chief rents, and then sold to builders at increased chief rents, which were retained by H. and C. The conveyances of the lands bought were taken either to H. and C. jointly or to C. alone. A banking account was kept in the names of H. and C., and statements of account were made out every half-year, but there were no partnership articles between H. and C. Upon the death of H., there being an intestacy as to certain lands and chief rents which had been acquired by him in the course of his joint speculations with C., the question arose as to whether H.'s share of the property went to his heir-at-law or to his next of kin, as being partnership property and subject to conversion.

HELD (reversing the decision of North, J., 61 L.T. Rep. N.S.467), that the proper inference to be drawn from the evidence and statements of account was, that the relation which had existed between H. and C. was that of partners, and that they were not co-owners of real estate, but that the property in question constituted partnership assets.

HELD, therefore, that the property must be treated for the purpose of devolution as personal estate of H., to which his next of kin were consequently entitled."

Here again the undisputed facts in the case of these two ladies bear no similarity.

As was said in Mollwo, March, & Co. v. Court of Wards (1872) L.R. 4 P.C. 419, at page 436, per Sir Montague Smith -

"To constitute a partnership the parties

must have agreed to carry on business, or to share profits in some way in common."

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10 The witness Ruddy had also testified that he "understood that Hinds and Roulstone were doing a business transaction when purchased the land. Paid half each - with her own money - she was taking her money and investing it in land. She bought shares also in Caribbean Utility Company. Hinds and Roulstone as being partners in business ventures." The basis or source of this understanding was not disclosed. It may well have been his own conclusion, a conclusion which he may have drawn from information he received after the death of Miss. Hinds, including, for all I know, the conveyances which he said he had seen before giving his evidence.

20 Suffice it to say, however, that if Miss. Hinds and Mrs. Roulstone had decided to put up money in equal shares to purchase lands in their joint names as joint-tenants, without more, that would not make them business partners, engaged in trade or business, so as to make them tenants in common in equity.

30 Indeed the fact that the money was put up in equal shares and that they required a conveyance to them as joint-tenants strongly supports the view that a joint tenancy was intended in all respects. They would fall squarely within the four walls of the example given in Lake v. Gibson, which I have underlined. It is where the money is subscribed in unequal shares, that equity tends to infer a tenancy in common. And it is when the joint-tenants engage in trade or business such as the buying and selling of lands for profit, or the farming of lands acquired for the purpose, or the building of houses on lands acquired for the purpose and the selling of same for profit, or some trading or business activity other than the mere purchasing and accumulation of land, that equity will presume a tenancy in common of the beneficial interest.

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None of these things were present in the instant case.

None of the lands acquired by the two ladies

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since 18th November, 1958 were sold or put to any use whatever by way of trade or business. There was authentic evidence of the sale by them of one piece of land only, which they had jointly owned, and that was early in 1958, by a conveyance dated 20th March, 1958, and in that conveyance they described themselves as making an indenture "by and between Dorothy Roulstone and Olive Hinds jointly.....". The sale was to a Miss. Florence Potter of the U.S.A. and there was evidence, given by Frank Roulstone Jr., a son of Dorothy Roulstone, that they "Never did advertise land for sale," that their relationship was "Personal, not business relationship" and that "Land sold only to friends of both".

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In a period of some 14 years, ending with the death of Olive Hinds in September 1972, they acquired six pieces of land, the first on 18th November, 1958 and the last on 29th June, 1963, all as joint tenants, and in two of the six conveyances, they are expressly described as acquiring "jointly". The Conveyance dated 19th November, 1959, states that the land is conveyed "to the Purchasers and their heirs ..... to hold the same unto and to the use of the said Dorothy B. Roulstone and Olive N. Hinds, jointly, their heirs and assigns in fee simple". And the Conveyance dated 30th November, 1959, describes the Purchasers as being "Dorothy B. Roulstone and Olive Naomi Hinds, jointly".

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In the face of evidence that they intended to acquire these properties as joint-tenants, in the face of overwhelming evidence that they so acquired them and in the absence of any evidence whatever that they used or even attempted to use these properties in the way of trade or business, I find myself unable to agree that it should be held that they held the beneficial interest in these lands as tenants in common.

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I may add that I find nothing in the evidence given by Frank Roulstone Jr. that would justify any inference other than that Both Olive Hinds and Mrs. Roulstone appreciated that the doctrine of survivorship applied to



their situation.

10 A joint-tenant has a legal estate which he shares with his co-owner, each having an equal estate. As against third parties they are in the position of a single owner but as against each other, each has equal rights. Each has an equal interest in the land. And the interest of each is severable should he care to do so in his lifetime. It is only if he dies without having in his lifetime severed that interest, that his interest is extinguished and accrues to the survivor. It is, therefore, quite compatible with being a joint-tenant of land to speak of that land as my land. And if Olive Hinds had done nothing to sever the joint-tenancy in her lifetime, it would be merely a statement of fact to say in relation to the jointly owned lands, that when she died, the other joint-tenant was to have everything. And if neither Olive Hinds nor Mrs. Roulstone had severed the joint-tenancy, it would be equally compatible for both of them to say that everything the other had was to go to the survivor.

And that, as I understand it, is the effect of Mr. Roulstone's evidence in this regard.

30 Apart from that portion of his evidence to which I have earlier referred, Mr. Roulstone testified that his mother and Miss. Hinds were "closer than sisters", that he had heard both of them say that "everything the other had was to go to the survivor", that Miss. Hinds had often stated in his presence that everything she had was to go to his mother and that two nights before she died she .... "told me to tell mother than when she died she was to have everything". He said he felt sure she was referring to land.

40 In my view, these statements are not only completely consistent with a recognition that one's interest in land is that of a joint-tenant to which the doctrine of survivorship applies, but they would be totally inconsistent with the concept of a tenancy in common. Further I cannot accept that a person like Miss. Hinds would not have known that, but for the right of survivorship as applicable only to a joint-tenancy, her

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interest in these six parcels of land could not pass on her death to a non-relative unless she made a will to that effect. After all, it could not be said that she was unfamiliar with such a procedure. The evidence was that she had once owned 'the Grand Old House' - a valuable property - as a result of it having been "willed" to her by the late Helen Lambert.

That she did not make a will, notwithstanding her off-repeated declarations in relation to Mrs. Roulstone, and of which Mr. Roulstone Jr. testified, strongly suggests that she knew, intended and expected that the right of survivorship of a joint-tenant would prevail. And that is the inference I would draw from the evidence, if an inference was necessary to be drawn.

The above are the reasons why I would have dismissed this Appeal with costs to the Respondent both in this Court and in the Grand Court.

One final observation. It appears from the correspondence in the records submitted to this Court, that Mrs. Roulstone, who was then residing in the U.S.A., tried to get a postponement of the date of hearing before the Land Adjudicator from the 10th September, 1973 to the middle of October or early November so as to enable her to attend the hearing in person. By letter dated 15th August, 1973, signed on behalf of the Adjudicator, she was told that it was not possible to change the date and the letter concluded as follows:

"I suggest that if you are not able to attend the hearing in person, then you appoint a local representative to put your case for you."

It seems to me that this could well have misled Mrs. Roulstone into thinking that her own evidence at the enquiry would not have been necessary. As it turns out from the reasoning given in support of the majority judgment herein, her evidence might have been most helpful to her case, and particularly so in view of a

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letter dated August 20, 1973 written by her to her Attorney-at-Law, which appears in the record submitted to this Court but which does not appear to have been taken into account notwithstanding the provisions of Section 16(4) of the Land Adjudication Law, 1971.

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No. 28

Order granting Conditional  
Leave to Appeal to Her Majesty  
in Council - 20th September 1976

ORDER GRANTING CONDITIONAL  
LEAVE TO APPEAL

CIVIL APPEAL NO. 4 OF 1975

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IN THE COURT OF  
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No. 28

Order granting  
Conditional  
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in Council

20th September  
1976

IN THE SUPREME COURT OF JUDICATURE OF JAMAICA

IN THE COURT OF APPEAL

(Appeal from the Grand Court of Cayman)

BETWEEN O.L. PANTON (ADMINISTRATOR OF THE  
ESTATE OF OLIVE HINDS DECEASED)

PLAINTIFF APPELLANT

30

AND DOROTHY ROULSTONE

DEFENDANT RESPONDENT

IN COURT

THE 20th day of September, 1976.

Before The Hon. President Mr. Justice  
Lincoln Robinson;

Mr. Justice Watkins and Mr. Justice Swaby.

Upon the application by Dorothy Roulstone

IN THE COURT OF  
APPEAL OF JAMAICA

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No. 28

Order granting  
Conditional  
Leave to Appeal  
to Her Majesty  
in Council

20th September  
1976

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for leave to appeal to Her Majesty in Council coming on for hearing this day and upon hearing Counsel for the Defendant Respondent and the Plaintiff Appellant it is this day ordered that the Defendant Respondent be and is hereby granted conditional leave to appeal to Her Majesty in Privy Council on terms that:

1. The Defendant Respondent do within 90 days of the date of this order give in cash or furnish good and sufficient security by Bond with two sureties to the satisfaction of the Registrar of the Court of Appeal, Jamaica or his Deputy Registrar in the Cayman Islands and in a sum in the 'Cayman Islands' dollar of the equivalent of £500. 10

2. That the Defendant Appellant do procure the preparation of the record and despatch them to England within 120 days of the date of this order. 20

3. That the costs of this Motion be costs in the Cause.

Registrar

Filed by Livingston, Alexander & Levy of  
20 Duke Street, Kingston, Attorneys at Law  
for the Defendant Appellant.

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APPEAL OF JAMAICA

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No. 29

Order granting  
Final Leave to  
Appeal to Her  
Majesty in  
Council

4th February  
1977

No. 29

Order Granting Final Leave  
to Appeal to Her Majesty in  
Council - 4th February 1977. 30

ORDER GRANTING FINAL LEAVE TO  
APPEAL

CAYMAN ISLAND CIVIL APPEAL  
NO. 4 of 1975

IN THE SUPREME COURT OF JUDICATURE OF  
JAMAICA

IN THE COURT OF APPEAL 40

BETWEEN DOROTHY ROULSTONE PLAINTIFF APPELLANT  
 A N D O.L. PANTON  
 (ADMINISTRATOR OF  
 THE ESTATE OF  
 OLIVE HINDS) DEFENDANT RESPONDENT

IN THE COURT OF  
 APPEAL OF JAMAICA

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No. 29

10 The 24th January, 1977 and 4th February,  
 1977

Order granting  
 Final Leave to  
 Appeal to Her  
 Majesty in  
 Council

20 Upon the Defendant Respondent's Notice of  
 Motion applying for final leave to appeal to  
 Her Majesty in Council and upon hearing Mr.  
 R.N.A. HENRIQUES of Counsel instructed by  
 Mr. DOUGLAS IAN BRANDON of Livingston, Alexander  
 & Levy of 20 Duke Street, Kingston, Attorneys  
 at Law for the Defendant Respondent and Mr.  
 Lancelot Cowan of Counsel, instructed by Grant,  
 Cowan & ChinSee of 32½ Duke Street, Kingston,  
 Attorneys at Law for the Plaintiff Appellant.  
 It is hereby ordered that:

4th February  
 1977

Continued

1. Final Leave is hereby granted to the  
 Defendant Respondent DOROTHY ROULSTONE to  
 appeal to Her Majesty in Council.

30 2. That the Registrar of the Court of  
 Appeal do include in the Record of Appeal the  
 documents numbered two to six inclusive in  
 the list of excluded documents in the Index of  
 the Record of Appeal settled by the Registrar  
 of the Court of Appeal.

3. That the costs of and incident to the  
 application and order herein be costs in the  
 cause.

Registrar

By the Court

Filed by Livingston, Alexander & Levy of 20  
 Duke Street, Kingston, Attorneys at Law for  
 the Defendant Respondent.

IN THE PRIVY COUNCIL No. 16 of 1977

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O N A P P E A L  
FROM THE COURT OF APPEAL OF JAMAICA

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B E T W E E N :

DOROTHY ROULSTONE  
Appellant

- and -

O.L. PANTON (ADMINISTRATOR OF  
THE ESTATE OF OLIVE HINDS)  
Respondent

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RECORD OF PROCEEDINGS

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DRUCES & ATTLEE,  
115 MOORGATE,  
LONDON EC2M 6YA

Solicitors for the Appellant

JAMES & CHARLES DODD,  
18 TRANQUIL VALE,  
BLACKHEATH,  
LONDON SE3 OAZ

Solicitors for the Respondent