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No. 16 of 1952: INSTITUTE OF ADVANCED LEGAL STUDIES

33539

In the Privy Council.

ON APPEAL FROM THE HIGH COURT OF
APPEAL OF THE COLONY OF SINGAPORE,
ISLAND OF SINGAPORE

Suit No. 840 of 1950.

BETWEEN

- 1. HARDIAL SINGH, son of MEHAR SINGH
- 2. INDER SINGH, " " "
- 3. HIRA SINGH, " " "
- 4. BALWANT SINGH, " " " (Plaintiffs) Appellants

AND

MALAYAN THEATRES LIMITED ... (Defendants) Respondents.

RECORD OF PROCEEDINGS

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**LIST OF DOCUMENTS NOT TRANSMITTED WITH THE RECORD
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Memorandum of Change of Solicitors	26th June 1951
Bill of Costs	16th August 1951
" "	16th August 1951
Memorandum of Change of Solicitors	28th November 1951
Accountant General's Receipt	21st January 1952

In the Privy Council.

No. 16 of 1952.

ON APPEAL FROM THE HIGH COURT OF APPEAL OF THE COLONY OF SINGAPORE, ISLAND OF SINGAPORE

Suit No. 840 of 1950.

BETWEEN

1. HARDIAL SINGH, SON OF MEHAR SINGH
2. INDER SINGH, " " "
3. HIRA SINGH, " " "
4. BALWANT SINGH, " " " *(Plaintiffs) Appellants*

AND

MALAYAN THEATRES LIMITED ... *(Defendants) Respondents.*

RECORD OF PROCEEDINGS

No. 1.
Writ of Summons.

O.2, r.3.

IN THE HIGH COURT OF THE COLONY OF SINGAPORE.
ISLAND OF SINGAPORE.

In the High
Court.

No. 1.
Writ of
Summons.
3rd October
1950.

Suit 840.

1950 No.

Between

HARDIAL SINGH, Son of Mehar Singh
INDER SINGH, " " "
10 HIRA SINGH, " " "
BALWANT SINGH, " " " *Plaintiffs*
and
MALAYAN THEATRES LIMITED *Defendant.*

GEORGE THE SIXTH, By the Grace of God, of Great Britain,
Ireland and the British Dominions beyond the Seas, King, Defender of the
Faith.

In the High
Court.

No. 1.
Writ of
Summons.
3rd October
1950—
continued.

To : Malayan Theatres Limited,
116-120 Robinson Road,
Singapore.

We command you, that within eight days after the service of this writ on you, inclusive of the day of such service, you do cause an appearance to be entered for you in a cause at the suit of the above named Plaintiffs; and take notice that in default of your so doing the Plaintiffs may proceed therein to judgment and execution.

WITNESS the Honourable Sir Charles Murray Murray Aynsley Knight
Chief Justice of the Colony of Singapore the 3rd day of October, 1950. 10

Sgd. ELIAS BROS.,
Solicitors for the Plaintiffs.

N.B.—This writ is to be served within twelve months from the date thereof, or, if renewed, within six months from the date of such renewal, including the day of such date, and not afterwards.

The Defendant may appear hereto by entering an appearance either personally or by solicitor at the Registry of the Supreme Court at Singapore.

A Defendant appearing personally may, if he desires, enter his appearance by post, and the appropriate forms may be obtained by sending a Postal Order for \$2.50 with an addressed envelope to the Registrar of the Supreme Court at Singapore. 20

The Plaintiffs' claim is to recover possession of all that piece of land situate in the District of Singapore Town in the Island of Singapore forming part of Lot 266 of Town Subdivision XIII together with the buildings erected thereon and known as The Theatre Royal, No. 635 and 635A North Bridge Road, Singapore.

And for mesne profits from the 1st day of October, 1950.

And for damages for breach of covenant.

Sgd. ELIAS BROS.

This writ was issued by Messrs. Elias Brothers, of No. 6A Raffles Place, Singapore, Solicitors to the said Plaintiffs whose address is c/o Gian Singh & Co., 30-1 Raffles Place, Singapore, and are merchants. 30

This writ was served by
on _____ (the Defendant, one of the Defendants)
on the _____ day of _____ 19 ____ .
Indorsed the _____ day of _____ 19 ____ .

No. 2.
Statement of Claim.

In the High
Court.

—
No. 2.
Statement
of Claim.
2nd
November
1950.

IN THE HIGH COURT OF THE COLONY OF SINGAPORE.
ISLAND OF SINGAPORE.

Suit No. 840 of 1950.

Between

	HARDIAL SINGH, Son of Mehar Singh	
	INDER SINGH, " " "	
	HIRA SINGH, " " "	
10	BALWANT SINGH, " " " 	<i>Plaintiffs</i>
	and	
	MALAYAN THEATRES LIMITED	<i>Defendant.</i>

STATEMENT OF CLAIM.

1.—On and before the 15th May, 1946, R. Chidambaram and R. Perumal, sons of O. Ramasamy Nadar (hereinafter referred to as the former landlords) were entitled as executors of O. Ramasamy Nadar deceased to all that piece of land situate in the District of Singapore Town in the Island of Singapore forming part of Lot 266 of Town Subdivision XIII together with the buildings erected thereon and known as The Theatre
20 Royal No. 635 North Bridge Road, Singapore.

2.—By an Indenture dated the 15th May, 1946, the former landlords let the said premises to the Defendant for the term of 12 months from the 1st June, 1946, at the monthly rental of \$1,500 and subject to certain terms and conditions, including *inter alia* :

- 30
- (a) a covenant by the Defendant not to make without the previous consent in writing of the landlords and (if necessary) first obtaining the approval of the Municipal Commissioners and other Authorities having jurisdiction and complying with their regulations any alterations and additions to the demised premises ;
 - (b) a proviso that if any covenants or agreements on the Defendant's part therein contained shall not be performed or observed then in any such case it shall be lawful for the landlords at any time thereafter to re-enter in and upon the demised premises and to repossess the same.

The Plaintiffs will refer at the trial of this action to the said Indenture for the full terms and conditions thereof.

3.—On the 5th August, 1948, the former landlords assigned their whole estate in the said premises to the Plaintiffs.

In the High
Court.

No. 2.
Statement
of Claim.
2nd
November
1950—
continued.

4.—The term created by the Indenture mentioned in paragraph 2 above expired on the 31st May, 1947, and the Plaintiffs are entitled to possession of the said premises.

5.—Alternatively, if (which is denied) any tenancy of the said premises came into existence in favour of the Defendant after the expiry of the said term, the same was a monthly tenancy subject to the same terms and conditions contained in the said Indenture and was duly determined by notice to quit expiring on the 31st December, 1948, and the Plaintiffs are entitled to possession of the said premises.

6.—In the further alternative, if (which is denied) any tenancy of the said premises came into existence in favour of the Defendant after the expiry of the said notice to quit, the same was a monthly tenancy subject to the same terms and conditions contained in the said Indenture and was duly determined by notice to quit expiring on the 31st May, 1950, and the Plaintiffs are entitled to possession of the said premises. 10

7.—The Defendant has committed a breach of the covenant mentioned in paragraph 2 (a) above by the erection on the said premises of a building now known as No. 635A North Bridge Road, Singapore, without having obtained the previous consent in writing of the former landlords or the Plaintiffs. 20

8.—By reason of the said breach of covenant the Plaintiffs are entitled to re-enter and repossess the said premises.

9.—The Defendant, or alternatively, a person or persons holding under the Defendant, furnished the Commissioners of the Municipality of Singapore with false information relating to the premises known as No. 635A North Bridge Road, Singapore, to the effect that one P. L. A. T. Ramasamy is the owner thereof. In consequence, Municipal notices, including bills and notices for payment of rates, relating to No. 635A North Bridge Road, Singapore, are addressed to P. L. A. T. Ramasamy as owner, and not to the Plaintiffs; and the Plaintiffs are exposed to penalty fine or forfeiture in the event of non-compliance therewith. 30

10.—The Defendant is a trading company incorporated in Singapore under the Companies Ordinance and has its registered office at No. 116/120 Robinson Road, Singapore. The Defendant carries on business as an exhibitor of cinematograph films.

11.—The said premises are used as a place for the public exhibition of cinematograph films during a few hours each day.

12.—The said premises are not “premises” within the meaning of Section 2 of the Control of Rent Ordinance 1947. In the High Court.

13.—The Defendant is not in occupation of the said premises or any part thereof within the meaning of Section 14(1) (i) of the said Ordinance. No. 2.
Statement
of Claim.
2nd
November
1950—
continued.

14.—The Defendant has not remained in possession of the said premises after the determination of its tenancy within the meaning of Section 16 of the said Ordinance.

15.—There are available to the Defendant suitable alternative premises. The Defendant has suitable premises for its registered office and also controls and operates a chain of cinema halls and theatres in Singapore and the Federation of Malaya. 10

16.—The Plaintiffs require the said premises for their own use. The Plaintiffs are importers of cinematograph films, and require the said premises for the public exhibition of their cinematograph films. The Plaintiffs do not own or possess other accommodation (save the said premises) suitable for the said purpose.

The Plaintiffs claim :—

1. Possession of all that piece of land situate in the District of Singapore Town in the Island of Singapore forming part of Lot 266 of Town Subdivision XIII together with the buildings erected thereon and known as No. 635 and 635A North Bridge Road, Singapore. 20
2. Mesne profits from the 1st October, 1950, till the date of delivery of possession of the said premises.
3. Damages for breach of covenant.

Sgd. ELIAS BROS.,
Solicitors for the Plaintiffs.

Delivered the 2nd day of November, 1950.
To Messrs. Mallal & Namazie,
Solicitors for the above named Defendant,
Singapore. 30

In the High
Court.

No. 3.
Defence.
22nd
November
1950.

No. 3.
Defence.

IN THE HIGH COURT OF THE COLONY OF SINGAPORE,
ISLAND OF SINGAPORE.

Suit No. 840 of 1950.

Between

HARDIAL SINGH, Son of Mehar Singh

INDER SINGH, " " "

HIRA SINGH, " " "

BALWANT SINGH, " " " *Plaintiffs* 10

and

MALAYAN THEATRES LIMITED *Defendant.*

DEFENCE.

1.—The Defendant Company which owns and operates a number of cinemas and theatres in Malaya first became the tenants of the theatre known as "Theatre Royal," situate at No. 635 North Bridge Road, Singapore, on the 16th day of August, 1939, by virtue of a lease for 5 years dated the 16th day of May, 1939 (Registered in Volume 958 No. 173) and made between Lye Boon Hong of the one part and the Defendant of the other part. 20

2.—In or about August, 1940, the then owners of the said theatre sold the same to one O. Ramasamy Nadar.

3.—The Defendant Company was in occupation of the said theatre until the fall of Singapore when the premises were requisitioned and occupied by the Japanese Military Authorities.

4.—The Defendant Company resumed the tenancy and went into re-occupation of the said theatre on the 19th day of September, 1945, and was a monthly tenant thereof until 15th May, 1946, when the lease referred to in Paragraph 2 of the Statement of Claim was entered into between the executors and trustees of the will of the said O. Ramasamy Nadar and the Defendant Company. The said lease was for a period of twelve months only. The Defendant accordingly admits paragraphs 1 and 2 of the Statement of Claim. 30

5.—The lessors refused to grant a further lease to the Defendant Company and on the expiry of the said lease on the 15th day of May, 1947, the Defendant Company remained in occupation of the said theatre and continued to occupy same as monthly tenants.

6.—In June, 1948, the Defendant Company applied to the Rent Conciliation Board by Application No. 295/1948 to fix the rent of the said premises and the rent for the furniture therein. During the pendency of the hearing of the said application the Plaintiffs herein purchased the said premises and on their own application they were made parties to the said Application No. 295 of 1948. The Rent Reconciliation Board made an order on the 27th day of August, 1948, fixing the combined rent of the said premises and the furniture at \$2,500/- as from 1st July, 1948.

In the High Court.

No. 3.
Defence.
22nd
November
1950—
continued.

10 7.—The Defendant Company now is and has always been holding the said premises as monthly tenants under the Plaintiffs.

8.—With regard to paragraphs 7, 8 and 9 of the Statement of Claim the Defendant Company denies each and every the allegations contained therein. The Defendant Company had nothing whatever to do with the erection of the building known as No. 635A North Bridge Road. The Defendant Company says that the said building was already there when the Defendant Company went into re-occupation of the premises after the liberation on the 19th day of September, 1945.

9.—The Defendant admits paragraph 10 of the Statement of Claim.

20 10.—With regard to paragraphs 11 and 12 of the Statement of Claim the Defendant denies that the said premises are used during a few hours only each day or that the said premises are not “premises” within the meaning of Section 2 of the Control of Rent Ordinance 1947. The Defendant Company’s employees work and live on the premises and the Defendant Company has valuable equipment installed therein and performances are sometimes held almost continuously from 11 in the forenoon of one day to 2 in the morning of next day. The Defendant has been and is at all times in possession and occupation of the premises.

11.—The Defendant seeks the protection of the Control of Rent Ordinance 1947.

30 12.—Except in so far as is expressly admitted each and every allegation contained in the Statement of Claim is denied as if each were set out herein and traversed seriatim.

Dated and delivered this 22nd day of November, 1950.

Sgd. MALLAL & NAMAZIE,
Solicitors for the Defendant.

To the above-named Plaintiffs and to their
Solicitors Messrs. Elias Brothers, Singapore.

In the High
Court.

No. 4.

Judge's Notes of Evidence at Trial.

No. 4.
Judge's
Notes of
Evidence
at trial.
7th March
1951 to
9th March
1951.

IN THE HIGH COURT OF THE COLONY OF SINGAPORE.
ISLAND OF SINGAPORE.

Suit No. 840 of 1950.

Between

HARDIAL SINGH, Son of Mehar Singh									
INDER SINGH,	"	"	"						
HIRA SINGH,	"	"	"						
BALWANT SINGH,	"	"	"	...	...	...	...	...	<i>Plaintiffs</i>
									10
				and					
MALAYAN THEATRES LIMITED	...	...	...	...	...	...	...	...	<i>Defendants.</i>

Wednesday, 7th March, 1951.

COR. STORR, J.

ELIAS for Plaintiffs.

MALLAL for Defendants.

ELIAS :

There is an agreed bundle and a few extra rent receipts, part of the agreed bundle.

Agreed Bundle marked "A."

20

ELIAS opens :

Reads statement of claim. Claims in paras. 7, 8 and 9 are abandoned, *vide* p. 65 of "A."

3rd claim, damages for breach of covenant, abandoned.

Read defence.

MALLAL :

The hours mentioned in para. 10 of defence should read "3.00 in the afternoon of one day to 2.30 in the morning of the next day." May defence be amended accordingly.

ELIAS :

I have no objection.

Order : Defence amendment allowed.

30

P. S.

Refers to "A."

P. 1.—Original lease to Lye Boon Hong.

P. 9.—sub-lease from Lye Boon Hong to Defendants, expiring 15.

30.8.40, p. 17.—Assignment to Ramasamy Nadar.

15.5.46, p. 25 (Page 42 of Record).—lease from Chidamabaram and Perumal to Defendants, 12 mths. from 1.6.46.

Defendants did not give notice under lease ; no further lease was granted. In the High Court.

5.8.48, p. 32 (Page 47 of Record).—Assignment to Plaintiffs.

p. 39.—Letter from Solicitors for Plaintiffs to Defendants' Solicitors, re application to Rent Conciliation Board.

MALLAL :

Application was in fact 295/48, not 254/48 as mentioned.

ELIAS :

I know there was an application ; the number does not matter.

10 P. 40 (Page 51 of Record), 29.11.48.—Notice to quit.

P. 41 onwards.—correspondence between parties as to payment of rent.

P. 44 (Page 52 of Record), 7.4.50.—Notice to quit.

P. 45.—acceptance of rent by Plaintiffs without prejudice.

ELIAS :

P. 46.—Heading to be noted.

46—52 ; correspondence leading up to action.

53 & 54

55 & 56—relating to pleadings.

Receipts.

20 Plaintiffs' claims :

1. Definition of word " premises " in Sec. 2 of Ordinance. Cinema Hall does not come within that.

2. Trading Coy. cannot become a statutory tenant under Sec. 16 and cannot be in possession under Sec. 14 (1) (i) of Ordinance.

Company cannot remain in possession.

3. Sec. 14 (1) (m) applies.

POINT 1 :

Refers to definition of " premises " in Sec. 2.

30 Cinema hall is not a place where people are employed ; they are not employed in the theatre. Only used a few hours a day ; it is for the entertainment of the public.

No authority on the point.—I agree.

POINT 2 :

Authority—English authority. Statutory tenancy a personal right. Coy. cannot have that right.

Refers to : *Keeves v. Dean*, 1924, 1 K.B. 685.

Lush, J., 697. Statutory tenancy—purely personal right.

Haskins v. Lewis, 1931, 2 K.B., p. 1.

Skinner v. Geary, 1931, 2 K.B., p. 546. Principles laid down in Haskins

40 case set out.

Scrutton, L.J., at p. 557, top p. 562, p. 564 " For the reasons . . . "

Reidy v. Walker, 1933, 2 K.B., p. K.B. p. 266 : " Limited Co. could not be a tenant to whom . . . Acts applied."

Acton, J., p. 270.

—
No. 4.
Judge's
Notes of
Evidence
at trial.
7th March
1951 to
9th March
1951—
continued.

In the High Court.
 No. 4.
 Judge's Notes of Evidence at trial.
 7th March 1951 to 9th March 1951—
continued.

Same principles in *Hiller v. United Dairies (London) Ltd.*, 1934, 1 K.B. 57, p. 59.

Quite clear that Act does not apply to trading Coys.
Carter v. S. U. Carburetter Co., Ltd., 1942, 2 A.E.R. 228. Greene, M.R., p. 230.

Wording of English Act and Ordinance.
 McGarry 5th Edn., p. 289.

Sec. 15 of 1920 Act compared with Sec. 16 of Ordinance.
Lee Piah Chee v. Sim Chai Soon.

1948 M.L.J., p. 20.

10

Old Ordinance, Sec. 15, same as English Act.

Must have personal and physical occupation of the premises.
Mercantile Bank of India v. Nicholas, 1949, M.L.J., p. 104.

20 Halsbury (2nd) 334. Sec. 401.

Ltd. co. cannot be a statutory tenant.

Hill and Redman (10th) p. 799.

McGarry Chapter II, Sec. 2, Sub-sec. 8, p. 51.

Principles of English cases must apply here.

Co. cannot have physical occupation.

Sec. 14 of Ordinance shows occupation must be personal.

20

Sec. 14 (1) (i) makes it clear—"or any member of his family."

Possibly the only way a Co. could occupy premises is by having its registered office, but I do not think it can occupy and be a statutory tenant by having its registered office there.

POINT 3.

Sec. 14 (m)—"reasonable." Same as 1933 Act, Sec. 3.

Refers to *Rhodes v. Cornford*, 1947, 2 A.E.R. 601, bottom of p. 603 and 604.

Defendants operate many cinema halls.

Plaintiffs only have this one hall and are an importer of films.

30

Accommodation available to Defendants.

If a man owns 6 houses he cannot say he has no alternative accommodation if he wants the 7th.

Alternative accommodation: 1920, 80 L.J.K.B. 476 (Mallal: Case overruled).

Flint v. Ead. 91 L.J.K.B. 13.

Luttrell v. Addicott, 1946, 2 A.E.R. 625. 2 houses are alternative accommodation.

Refers to McGarry, p. 170.

FACTS will be Defendant has its registered office available for it. It also has various other cinemas. There is therefore alternative accommodation. Plaintiffs would like to show cultural films of India to the public of Singapore for the Indian community. Why should they go round cap in hand to an exhibitor ?

No. 5.

Evidence of Hardial Singh.

In the High
Court.Plaintiffs'
Evidence.No. 5.
Hardial
Singh.
Examina-
tion.

CALLS.

P.W.1. a/s in English.

Hardial Singh s/o Mehar Singh, 5 Crescent Road, Singapore.

1st Plaintiff in this suit.

Yes, I bought Royal Theatre on 5.8.48. I was away then. Previous lease had then expired. Never created a fresh tenancy. I received the rent because the former owner received the rent, so we had to receive it.

10 After expiry of the Notice to quit to Defendants on 31.12.48 the receipts were made to Defendants as statutory tenants as we were advised by so doing we did not create a new tenancy.

A fresh notice to quit served as we were not entirely satisfied as to the tenancy—should there be one.

We import films. Started in 1946—the beginning. We do not own any cinema hall apart from this one. No hall is let to us. We have not the occupation of one.

If I have a film and want to show it (I am a distributor. We sometimes buy and sometimes take on lease). We have to go to the people who own

20 halls or have halls on hire and ask them to show our film. There are exhibitors.

I go to the exhibitors and they take it for a percentage in net takings. If exhibitor has many customers, he wants a higher percentage of the takings—sometimes the distributor if lucky may get 50%.

In 1946 and part of 1947 we exhibited our films at the Marlborough Cinema. We used to go to Soon Ng Kiat. I do not know who the lessees were—he was one of the syndicate.

In 1947 the Alhambra and Marlborough were taken over by the Shaw Bros. I think they own the Defendants. Since they have taken over the

30 Marlborough we cannot exhibit our films. I think they took the concern over to control the trade. They are exhibitors themselves. The Cathay organisation have now taken over the Marlborough, but I have been unable to exhibit my films there since they have had it.

A few of my films have been exhibited at the Diamond Theatre and the Garrick Theatre.

The exhibitor at the Diamond Theatre is Oli Mohamed. The exhibitor at Garrick is Lim Cheong Peng.

We have also exhibited at Royal. At the Diamond Theatre, when there has been a shortage, we have got 55% but on many occasions 45% ;

40 at Garrick the same.

At the Royal not more than 50%.

To 2.30 p.m.

Sgd. P. STORR.

In the High P.W.I ON FORMER OATH.

Court.

Since 1946 we have imported about 189 films, Indian films.

Plaintiffs'

In 1946 42 films 38 exhibitions.

Evidence.

In 1947 46 „ 43 „

In 1948 32 „ 39 „

No. 5.

In 1949 31 „ 38 „

Hardial

In 1950 38 „ 25 „

Singh.

Examina-

We imported 189 „ 173 „

tion—

continued.

If we had Theatre Royal we could import another 50 films for exhibition a year. All in all the 100% takings would come to us, less balance, etc. 10

As a film man I would think that the Defendants will be making \$15,000 per month from Theatre Royal. If we were owning the Theatre we would get \$15,000 plus our percentage—it might be \$35,000 p.m.

If we get possession it is my intention to renovate the theatre, so that the poor man may feel dignified when he sits there. Plans have been drawn up, sent to M/Cs. and passed. Estimated cost of renovation would be \$100,000/-.

If any one wanted to see a picture of Indian culture we would take him there. To-day if we wanted to show an Indian film, we would have to go cap in hand and ask one of the exhibitors to show it. Over the period of 20 4 years we would have exhibited 10 to 20 films at the Royal Theatre.

Cross-examination. Cross-examined by MALLAL.

I have been 31 years in business in Malaya ; first in the Federation. Came to Singapore in 1934 ; started a business in Singapore. When we started the business of Gian Singh & Co. I was one of the partners. Gian Singh & Co. deals in piece goods—sundry, spices, exporters of tin, electrical goods, billiards, ready made goods, leather goods ; in fact, general merchants.

Since 1946 we have imported films ; by we I meant myself and my 3 brothers. It is known as the Film Dept. of Gian Singh & Co. It is not registered as a separate partnership or business. Films are imported under the name of Gian Singh & Co. and I make arrangements for films to be exhibited under the name of Gian Singh & Co. The partners of Gian Singh & Co. are myself, Hira Singh and Balwant Singh. The 2nd Plaintiff is not a partner in Gian Singh. Yes, the 4 Plaintiffs are the joint owners of the property. 30

Bajaj Textiles is also a business in Raffles Place. The partners are the same as Gian Singh & Co.

I know Malayan Film Exchange. I am a partner in that business. They import films. Although the agreement is in my name, Hira Singh and Balwant Singh are partners in the Malayan Film Exchange. There is no document, but they (my brothers) know it and they allowed that my name be put in agreement. 40

Yes, I am a director of Fishers, Ltd. That Coy. has ceased to exist.

The 2nd Plaintiff buys the films in Bombay, charges his commission and exports them to Singapore. The other brothers exhibit them here. That is the understanding between us. In the High Court.

The business of exhibiting films in Singapore is done by Gian Singh & Co. and the profit or loss goes to Gian Singh & Co. Plaintiffs' Evidence.

Yes, If I get the theatre it will be Gian Singh & Co. who will be exhibiting films and the man in Bombay will be buying more films. No. 5. Hardial Singh.

Bought theatre 5-8-48. I knew Defendants were then the tenants. I also knew there was such a thing as the Rent Control Ordinance. I knew Cross-examination—
continued.

10 there was a lease and the former owners informed us that as there was a lease we were entitled to possession. The lease expired in 1947. I thought we could get possession in 1948. I knew there was a lease; the lawyer said we could give them one month's notice and ask them to give us possession. Yes, we asked to be joined in an application before the Rent Conciliation Board. \$2,500 p.m. was stipulated by the Board to be rent. I knew lease had already expired.

Yes, after we became owners Defendants paid us rent and were our monthly tenants. We did not want them to be our tenants. We wanted the hall for ourselves. When I said we did not want them to be our No. 5. Hardial Singh.

20 contractual tenants I meant tenants under a written agreement.

Gian Singh & Co. import Indian and Hindustani films. 2nd Plaintiff exports from Bombay. During the first 4 years we have imported 10 to 12 Tamil films. We have to pay a very heavy price for Tamil films in Madras and the intake is much greater. It is much more profitable.

Some Tamil films run for 30 days and some only 2 days. Yes, the average price of Tamil films may be Rs. 30,000. We paid for Kismet 50,000 rupees. Hindustani films are usually about 10,000 rupees. Among the Tamil films there were 5 to 6 good pictures. It is not true that all the leading Tamil film makers are controlled by Shaw Bros. I do not know the No. 5. Hardial Singh.

30 leading Tamil picture makers in Madras.

Yes, some of the leading Tamil picture makers are :

Ganapathy Pictures	Krishna Pictures
A.B.M.	Vijaya Pictures
Jemenny	Indian Film Exchange
Jupiters	Mahboob Production
Modern Favours	

But there are others too. Yes, we have an arrangement with a Tamil film production Co.

I have 5 names from my manager of leading Tamil film companies. No. 5. Hardial Singh.

40 They are :

Balaji Pictures
Neyoor Cine Art Producers
Bagyah Pictures
Sukuna Production
Windsor Production.

In the High Court.

Plaintiffs' Evidence.

No. 5.
Hardial Singh.
Cross-examination—
continued.

I do not know since when these people have been producing Tamil films. The reason we have not imported more Tamil pictures is because we have had nowhere to exhibit them. Yes, we have managed to exhibit 173 films in all and only 10-20 Tamil films. We did not exhibit more Tamil films as we had not a suitable hall to exhibit them.

It may be that Shaw Bros have commitments for 951,000 rupees to show Tamil films in the Theatre Royal and 260,000 rupees odd for Hindustani films. I do not know that, but it may be.

Yes, we have exhibited Indian films at Theatre Royal. The position was that when we asked the Defendants to allow us to exhibit Indian films at Theatre Royal, they gave us dates when we would only get very little collection. By that I mean such as end of the month and not on holidays. The dates given to us at end of the month were before the salaries are usually paid. They usually gave good dates to other pictures and that would ruin our pictures. Yes, the quality of a picture has something to do with % given. The usual is 50% 50%. I think we got a lesser % than other pictures not as good. 10

(Shows contracts.) No I have never received less than 50% at the Theatre Royal. No I have never approached the Defendants to let us have the hall for showing Indian cultural films. We have shown one at Marlborough. I think we made a little. We have invited members of the public to see. 20

"Renshastri" at the Marlborough. We made a little on it. Yes, we charged some people. No, we have not shown a cultural film and not charged at all.

Yes, we get films exhibited upcountry; after showing them in Singapore they go up country.

The Diamond Theatre is about 10 shops away from Theatre Royal. It is in N. Bridge Road near junction of Arab Street.

The Garrick is in Joo Chiat Road. Yes, we show first and second run pictures at these two theatres. At Theatre Royal we show first run pictures. Sometimes Garrick gets a better collection than the Royal. 30

It is always our policy to show a film first in town. We make more money showing a picture in town first.

At the Shirrin Theatre first run Indian pictures are also shown. It is in the New World compound. It belongs to Shaw Bros.; in fact it belongs to Defendants. Up to middle of last year it was lent to Chesti. to show Indian pictures. I think he gave up because he was incapable of doing business. Yes, I have been in the Shirrin Theatre; it has a roof. I did not notice if there were chicks at the sides or not. If there was a good picture at Shirrin Theatre people would go. 40

I want my own theatre and I want to turn it into a good theatre, so that it will be a pride for the Indian community. If it is made attractive it will pay. I would not consider taking over the Shirrin theatre.

It may be that Indians do not like going to a picture which is in the vicinity of the Chinese.

Yes, I think the Defendants are making about \$15,000 net profit p.m. out of the Theatre Royal. It is not my intention to deprive them of that profit; they can make it at another theatre of their own. They can show their Indian pictures at the Rex, Shirrin, Capitol.

In the High Court.

Plaintiffs' Evidence.

Mallal hands up list of Defendants' cinemas—" B." Oriental Theatre—the Defendants have 9 theatres in Singapore and the Capitol makes 10. The Defendants could show their films in all the theatres. At the Rex Defendants show first run English and Malay pictures. Oriental is near the People's Park; it is in a Chinese quarter and also opposite the Ghurka barracks at Pearls Hill. I do not know what they show there. The Grand Cinema is at the New World. The Globe is at the Great World and show Chinese films. Also the Atlantic is at the Great World and they show may be 4th English and Malay pictures. It may be that 3rd and 4th English, Malay and Chinese pictures are shown at the Empire.

No. 5.

Hardial Singh.

Cross-examination—*continued.*

Third run and 4th run English and Malay pictures are shown at Naval Base, may be. I have seen 1st run Indian pictures at Sun and Shirrin.

I know at Royal 1st and 2nd run Indian Tamil and Egyptian pictures are shown.

Yes, I contend Indian pictures can be shown elsewhere.

I am not concerned with the commitments of the Defendants. I have commitments of my own.

We did quite good business at the Marlborough until the Shaws or their wives took it over and broke that. Yes, it was a syndicate consisting of the 2 Shaw wives. I shall start renovation as soon as I get possession and if I don't get possession I would not do the renovation because I could not get possession for 3 months.

I do not want to build a new theatre—I have my own. When I bought the theatre I did not know that negotiations were going on with the Defendants and Execs. of R. Nadar.

To 10.00 a.m. 8.3.51.

Sgd. P. STORR.

P.W.1 on former oath.

Thursday, 8th March, 1951.

Cross-examination by MALLAL *continued.*

I instituted these proceedings 3.10.50. The cause of the delay in trying to get possession was that we were afraid of Shaw Bros. and we wanted to get our case sure. When I say we were afraid, I meant Shaw Bros. were more used to the law than we were. That was the only reason for the delay.

Yes, my brother Inder Singh buys pictures in Bombay. He has his own firm, Bajaj Bros., Ltd. They buy the films in India. He and his wife are the sole directors of the Coy. When they buy pictures they pay for them. They had the option to get our consent before buying, but if they think it is a decent picture they buy of their own accord. They then send it to Singapore to Gian Singh & Co. Gian Singh & Co. pay for the picture.

It is not true that in India there is a war going on between Shaw Bros. and Bajaj Bros. to secure Tamil pictures. Yes, I know Shaw Bros. have been

In the High Court.

Plaintiffs' Evidence.

No. 5. Hardial Singh. Cross-examination—continued.

in the Indian picture business for a long time. Indian pictures have been shown at Royal Theatre for a long time. May be Malayan Theatres (Defendants) since 1939 and before that Indian pictures were shown there. Yes, it is the oldest theatre showing Indian pictures.

If Plaintiffs get the theatre then Gian Singh & Co. will get the theatre and pay rent for it after it is renovated. It is not going to be leased to Malayan Film Exchange.

Yes, I know the leading Tamil picture Coys. offer these first pictures to Shaw Bros. because Shaw Bros. have all the picture theatres. It may be that if Shaw Bros. do not want a picture it is given to the highest bidder. 10

Yes, Singapore is the principal city for pictures. 50% of the returns of a picture if it goes up country comes from Singapore alone.

Yes, I have been inside Theatre Royal lately. There are wooden chairs fixed to wooden supports. I cannot say why they are fixed to wooden supports. There are no carpets on the floor because they want to save money. Poor class people and labourers go to see films there. If there is a Tamil picture the house is full ; the labourers are in the majority. I do not know the admission fees.

I do not think Defendants have many commitments because they knew we wanted to get back the theatre in 1948. I do not pry into other people's affairs. I have not seen any agreements from American Coys. Any commitments not to show Indian or Chinese pictures at the Rex cannot always be altered. Indian pictures have been shown at the Rex after midnight. I do not know if the profits from the Royal Theatre last year was \$35,262.27. 20

Re-examination.

Re-examination by ELIAS.

When we bought the theatre in 1948 we thought the position according to law was that we should continue to keep Defendants as monthly tenants. The lawyers told us we had to accept the rent. I don't know why ; we took the lawyers' word for it. We never agreed or expressed any agreement to having Defendants as our tenants. 30

A producer wants a place to show his pictures. He wants to know what outlets his distributor has. As 50% of the revenue comes from Singapore he wants to know what the outlet is in Singapore. In this connection Shaw Bros. can dictate as they control most of the theatres here. We can only say we will do our best ; we cannot promise them anything definite. There is sometimes an obligation that Singapore should be a first release.

Fishers, Ltd. do not control any theatre ; they were managing the Capitol Theatre up to 1942 and then, after the liberation Shaw Bros. took over the Capitol Theatre. Joe Fisher was in New York and Julius died but his widow was here. We have commitments of about 350,000 rupees at to-day's date for films. No contract was ever signed by Defendants to exhibit our films—only we signed the contract ; we did business on their terms because we were helpless. Plans submitted to M/Cs. are valid for 12 months ; they were passed 2 months ago. 40

No. 6.

Evidence of Tan Eng Hin.

P.W.2 a/s in English.
Tan Eng Hin, 150 Charltan Road. Clerk in Registry of Coys. I have custody of files of limited liability companies in Singapore. I produce files of :

- Shaw Bros. Ltd.
- Malayan Theatres, Ltd.
- Capitol, Ltd.
- Shaw & Shaw Ltd.

10

No Cross-examination.

ELIAS : Plaintiffs' case.

In the High Court.

—
Plaintiffs' Evidence.

—
No. 6.
Tan Eng Hin.
Examination.

No. 7.

Evidence of Syed Ahmad Shah.

MALLAL calls as witness.

D.W.1 a/s in English.

Syed Ahmad Shah, 16 Upper Perak Road, Clerk, Registrar of Business Names.

I produce the certificates of registration and particulars :

- No. 158—Malayan Film Exchange.
- No. 11807—Gian Singh & Co.

20

Defendants' Evidence.

—
No. 7.
Syed Ahmad Shah.
Examination.

No. 8.

Submission by Defendants' Counsel.

MALLAL on submissions made by Elias.

1ST POINT raised by Elias : Premises. Definition in sec. 2 of Ordinance.

Premises—“ . . . any other building in which persons are employed or work.”

“ Tenancy.”

“ Tenant.”

“ Premises ” seem to include every place where persons are employed or work.

30

No. 8.
Submission by Defendants' Counsel.

In the High Court.
 No. 8.
 Submission by Defendants' Counsel—
continued.

Primary purpose for which building is used.
 Object is to protect every building except where nobody works or which is kept for no purpose whatever.
 Definition covers every type of building.

2ND POINT : paras 13 and 14 of S/C.
 Someone is in occupation and possession.
 English cases cited.
 He submitted limited coy. cannot be a statutory tenant or protected by the Ordinance. 10
 Common law definition.
 "Occupation."
 Refers to (1876-7) 2 Q.B.D. 581 at 588, Lush, J.
In re Garland.
 1934 1 Ch. 620 at 622. Bennett, J.
 Residence and occupation not the same thing.
Bruce v. McManus
 1915 3 K.B. 1, at 5. Lord Reading, C.J.
 Cinema manager not occupier.
 Submits : Person having control is occupier.
 English cases refer to statutory tenancy of dwelling houses under 20 English Acts and they do not apply in this case.
 Elias when referring to English cases did not have in mind definition in sec. 2 of Ordinance of "premises" and "tenant."

3RD POINT : of Elias's submission.
 Nothing against cases cited in support of the point.
 Disagree when he says burden of proving lack of alternative accommodation is on Defendants.
 Plaintiffs must prove that it is "reasonable" that order be made and that suitable accommodation is available.
 Our Ordinance based on 1933 Act, not 1919 Act. 30
 1920 89 L.J.K.B. 476 does not apply.
 Refers to *Nevile v. Hardy.*
 1921, 1 Ch. 404 at 407.

11.25 a.m. MALLAL :

May I ask the indulgence of the Court as I must put in my nomination form. I have to be present up to 1.30 p.m.

ELIAS :

I have no objection.

In the circumstances I allow adjournment to 2.30 p.m.

(Sgd.) P. STORR. 40

- 2.30 p.m.
 Mallal continues.
 Refers to McGarry, 5th Edn. 271.
 1919 Act repealed by 1920 Act.
 1933 Act p. 324. Exactly the same as our Ordinance, Sec. 14 (1) (m).
 Sec. 5 1920 Act p. 277.
 Sec. 5 (d) 1920 Act, p. 278. "Satisfied" is in that section.
 Refers to Hill and Redman, p. 845.
 General note.
 10 Alternative accommodation, p. 846.
 All the English cases are dealing with dwelling houses.
Flint v. Ead. 91, L.J. (K.B.) 476.
 Judgment of Bray, J.
Crutchley v. White.
 89 L.J. (K.B.) 815.
 Each individual case must be decided on individual facts.
 Refers to judgment of Jobling, J. in Dist. Ct. Appeal 14/48 (file referred to).
 Refers to Appeal Record p. 11.
 Refers to judgment of Bellamy, D.J.
 20 Suggestion here is that we give up this theatre and use one of the others, but if we show that we are showing pictures in other theatres then no order should be made.
 Refers to McGarry p. 143. Reasonableness of order.
 Plaintiff's business is not that of exhibitor of pictures ; it is only a side line ; he is really a textiles man.
 Defendants' sole business is operating and showing films.
 Refers to p. 158 McGarry. "Reasonably required."
 McGarry p. 166. "Suitable alternative accommodation." Alternative accommodation should be similar, as in English Act.
 30 *McIntyre v. Hardcastle*, 1948, 2 K.B. 82.
 If Royal had been a dwelling house then all plaintiffs would have to show that they all required to live in it—not only one.
 If possession is given what is going to happen to the apparatus ?
 Are all the plaintiffs going to benefit by the use of the theatre ? Hardial Singh says it is being let to Gian Singh & Co.

CALLS.

No. 9.

Evidence of Lee Tun Koo.

- D.W.2 a/s in English.
 40 Lee Tun Koo, 43 Cairn Hill Road, Singapore.
 Manager of Shaw Bros., Ltd., and the defendants and also Capitol, Ltd., and also Shaw & Shaw, Ltd.

In the High Court.

No. 8.
 Submission by Defendants' Counsel—
continued.

Defendants' Evidence.

No. 9.
 Lee Tun Koo.
 Examination.

In the High Court.

Defendants' Evidence.

No. 9.
Lee Tun Koo.
Examination—
continued.

I have been manager of Malayan Theatres since liberation. Prior to that I was secretary. I became the secretary during the occupation and before that I was the Asst. Secretary—in 1938.

Defendants became tenants of Theatre Royal since 16.8.1939. They were showing Indian pictures there. Prior to 16.8.39 the Royal was a cinema ; it was owned by Amalgamated Theatres, Ltd. They showed Indian pictures. Since August, 1939, no pictures other than Indian ones have been shown at Royal. They are first run pictures. We have shown no other pictures but Indian ones there. Defendants own other cinema theatres in Singapore and the Federation. 10

List " B " is correct ; it shows correctly position and seating capacity.

Yes, we have the Rex Theatre, and those in List " B " in Singapore.

Oriental is in New Bridge Road. We show first run Chinese pictures there.

Garrick (Grand ?) is in New World Park. We there show second run Chinese pictures and first run when we are showing at Oriental jointly.

Globe is at Great World. There we show second run Chinese pictures, and first run when shown simultaneously.

Atlantic is also at Great World. There we show 3rd and 4th run English dialect pictures and also Malay pictures. 20

Empire is in Upper Serangoon Road—English pictures and Chinese and Malay pictures, 3rd and 4th run.

In Naval Base we show 3rd and 4th run English pictures.

Sun, in New World—3rd and 4th run English pictures, and 2nd and 3rd run Hindustani pictures and Malay pictures. This used to be known as Shirrin cinema when Mr. Chisty ran it. The premises are leased to us by New World and we let it out to Chisty. It still belongs to New World, but we run it.

In July, 1950, the cinema returned to us. He voluntarily gave it up. We re-named it the Sun. There are chicks on the side of the Sun ; no walls. 30
When a film is being shown we let down the chicks. Seating accommodation is about 600. There is a Malay opera hall in front of the cinema ; it is being used by an opera and at the back of the theatre a Chinese wayang takes place. There are stalls round the place and music. The sound reproduction is very bad in consequence.

The attendance at Sun is poor ; it may be shown for one day or two days. The monthly taking of the Sun would be \$4 to \$5,000.

I go to New World very often. It is mostly patronised by Chinese ; Indian community very few. When there is an Indian picture they will come, but otherwise not ; it is because the New World Park is not considered 40
very respectable from the point of view of Indians. From my experience Indian ladies are very shy ; we get very few there. It would not be possible to show a 1st run Tamil picture at the Sun and show a profit. We could not show a 1st-run Tamil picture at the cinemas I have mentioned and show a profit. We cannot do it because that is in a Chinese quarter and Tamil pictures would not be profitable.

The Rex is owned personally by Runme Shaw. The Defendants operate it. Seating capacity is 1,332. It was completed in 1947. The rates of admission are \$3/-, \$2/-, and \$1/-, inclusive of tax. It is a modern cinema —1st class cinema.

In the High Court.

Defendants' Evidence.

We show 1st run English dialogue pictures and Malay pictures. We have some midnight shows of Indian, I think Tamil, pictures. We show Malay pictures to make up the quota. We are compelled by law to show British films which include Malay films. (British Cinematograph Film Proclamation.)

No. 9. Lee Tun Koo. Examination—

continued.

10 The Procl. applies to 1st and 2nd run theatres.

Hindustani films do not come with the quota now.

A Malay film is considered a quota film. The Malay films are produced in Singapore. They are produced by the Malay Film Productions, Ltd. It is a local Coy. It is controlled by Runme Shaw who is a large shareholder. Local born Chinese and Malays and other Malay speaking people come to see our Malay films.

We show the film under the British quota at the Atlantic and the Sun and also at the Empire, Upper Serangoon Road.

20 At the Rex in 1950 we showed English speaking films 295 days out of the 365 days in the year. English dialogue are American films too. American 285, English 3 days. French films with English subtitles 7 days.

We have commitments to run American films at Rex with Warner Bros., Columbia Films, R.K.O. Radio Pictures and United Artists and Universal Pictures.

Gross takings of Rex for 1950 were over \$600,000. Gross takings at Royal for 1950 were \$261,000.

Net profit from Rex for 1950—\$104,196.78

“ “ “ Royal “ \$35,268.27

To 10.30 a.m. 9.3.51.

30

(Sgd.) P. STORR.

Friday, 9th March, 1951.

10.30 a.m.

D.W. 2 on former oath.

Examination in chief contd.

The films we show at the Rex are on a % age basis. The American film coys. who supply us make a special condition that in the Rex we must not show Oriental films during the day, except Malay films.

Europeans will not go to the theatre if Indian films are shown and the standing of the theatre will be affected. The admission fees will be the same.

40

We have arrangements with some English films through Shaw Bros. Shaw Bros. Ltd. have a contract with Alex Korda's London Film Production for 5 years. They also have a contract with Independent Film Distributors Ltd. for 5 years. We have to show all these pictures imported.

In the High
Court.

Defendants'
Evidence.

No. 9.
Lee Tun
Koo.
Examina-
tion—
continued.

ELIAS : I object to this type of evidence as it is secondary and the original contracts should be put in, but no contracts have been disclosed in the affdt. of documents.

MALLAL : This is a point that arises out of Hardial Singh's evidence, when he said the Rex was alternative accommodation. The point was not raised in the S/C.

ELIAS : In his defence Mallal stated that the Defendants had a chain of theatres and any documents relating to them should have been disclosed in his affidavit of documents.

MALLAL : I am not relying on any documentary evidence, only the 10 oral evidence of Mr. Lee.

NOTE :

I allow evidence of the like nature to continue.

(Sgd.) P. STORR.

Defendants rent the Rex from the Owner. There is no lease but an arrangement that they should rent it. Also the Rex should be run as a 1st class cinema and 1st run films.

The Rex has a 1st class bar licence and it has a restaurant. Defendants derive an income from both. There are a few stalls near from which the Defendants derive an income. 20

No bar or restaurant at Royal Theatre. No bar licence there. I have seen no Indian going to the bar at the Rex.

We show advertising slides at the Rex—income \$2,000 per month. We have slides at Royal—income \$300 per month.

Lease from Ramasamy Nadar expired in May, 1947. There was a clause entitling us to apply for extension of lease for 12 months. We applied, but permission to extend was refused. We continued as monthly tenants.

The Defendants thought of buying the Royal. In 1948 the landlords approached us and offered to sell for \$300,000 and negotiations were going 30 on, and we were told property was sold to Gian Singh.

Defendants made application to fix rent of premises. Plaintiffs got joined and rent fixed at \$2,500, inclusive of furniture and fittings.

After Plaintiffs purchased property we continued to occupy Royal as monthly tenants. We employ 27 persons at Royal :

1 House Manager
1 Asst. Manager
1 Operator
2 Asst. Operators
4 Ticket sellers
8 Ticket collectors
1 Poster boy
1 Handbill boy

40

3 Sweepers
 3 Watchmen
 1 Electrician
 1 Asst. Electrician.

In the High
 Court.

—
 Defendants'
 Evidence.

The watchmen and sweepers sleep in the outhouses on the compound. We pay \$2,100 p.m. in salaries. We have projectors in the theatre belonging to us and sound projectors and machinery for producing electricity, belonging to us. We have over 300 chairs in the theatre. There is an office on the grounds on the premises.

—
 No. 9.
 Lee Tun
 Koo.
 Examina-
 tion—
continued.

10 We have shows every day—Hindustani, Tamil and Egyptian films. Hindustani films start at 3.00 p.m. Last show ends between 11.30 and 12 midnight.

Tamil pictures—3.30 p.m.—2 shows. Second show ends 11 to 11.30 p.m. We have midnight shows on Saturdays.

Hindustani films end about 2.30 a.m.

Tamil " " " 3.30 a.m.

Yes, I was in Court when you put certain Indian film coys. to Hardial Singh. They were all leading Tamil picture suppliers. We have special arrangements with them. They are that whenever they offer any pictures 20 they offer us first and we have the right of refusal. They offer to us first because we are long-standing customers and we have nine theatres to show them in and we can pay for them. Yes, Shaw Bros. Ltd. have paid a large sum of money to some of these companies because they want financing.

The Indian pictures that are shown at Royal belong to Shaw Bros. We have an arrangement with Shaw Bros. to show these pictures. There are some 20 Tamil pictures worth 951,000 rupees and 24 Hindustani pictures worth 460,000 rupees.

Normally we show Tamil pictures 2 to 3 weeks and Hindustani pictures 5 to 7 days.

30 To show the 20 Tamil and 24 Hindustani pictures will take about 1½ years.

Yes, the Plaintiffs have shown some of their pictures at Theatre Royal. We have never refused to show any of their pictures.

We cannot show Indian pictures at the Rex because we have an undertaking with one of our directors Runme Shaw. If Runme Shaw agreed for us to show Tamil pictures at the Rex, we could not show them at a profit. The maximum charged for Indian films is \$2/-, \$1/- and 80 cents. The Rex requires more for upkeep than the Royal. We could not make the same amount of profit by showing Indian pictures at the Rex as we do by showing 40 English and Malay pictures as at present.

Cross-exam-
 ination.

Cross-examination by ELIAS.

I have been in business for 15 years. Yes, I have come to know something about business ethics. Yes, I agree that in business a man should keep his word. If he did not I would be disappointed in him. Yes, in the lease of 1946 Defendants did agree to give up possession at the end of the term. Landlords did not give us permission to stay on so we stayed on.

It is not right that Shaw Bros. like to bind people but do not like being

In the High Court. bound themselves. Defendants have never signed their part of the contract with Hardial Singh & Co. to show films. There is no obligation on

Defendants' Evidence.

Defendants.

The shares of defendants are held by :

	Runme Shaw	...	20
No. 9.	Run Run Shaw	...	20
Lee Tun Koo.	Shaw & Shaw, Ltd.	...	2,640

Cross-examination—*continued.* Shaw & Shaw, Ltd., are owned by the Shaw Bros. and their wives. Capitol, Ltd.

	Runme Shaw	...	2,000	10
	Run Run Shaw	...	2,000	
	Shaw & Shaw, Ltd.	...	196,000	

We expand ; that is business enterprise. Yes, we try to get as many theatres as possible.

If Gian Singh took 40% instead of 45%, then it was by arrangement.

Expenses of advertising are shared 50-50 ; that is always the condition in spite of what percentage is taken by the distributors.

Shaw Bros., Ltd.

	Shaw & Shaw, Ltd.		846	
	Runme Shaw	...	2	20
	Run Run Shaw	...	2	
	Runde	...	800	

Before Defendants leased Theatre Royal in 1939, we did not have the Rex. We had the Oriental (formerly Palace).

We did not have the Naval Base, but we had the Sun and Grand in New World and Globe and Atlantic in Great World.

We did not have the Empire.

We had the Marlborough and Alhambra.

Since the war we had the Rex newly built.

Malayan Theatres are not in the Amalgamated Theatres group. 30

One or two of the Indian Film companies are under an obligation to offer us first refusal. All the Indian film companies mentioned must offer to Shaw Bros. first, but Shaw Bros. need not buy.

When I say we were long-standing customers of Indian films I meant since the liberation. Yes, we have more theatres to show them in, but they do not share in any profits.

I do not know whether Procl. 54 is in existence. (Elias refers to Pt. III. Procl. 54. (Amendment) Sec. 8.)

The commitments I have mentioned were made some this year and some latter part of last year. Some were made after this action commenced. 40 By the latter part of last year, I mean after June.

I cannot say what commitments were entered into after 7.10.50. No we did not enter into these commitments on our view of the law. We were gambling on our view being right.

Capitol of Malayan Theatres is \$1,000,000. They are in a position to build a theatre financially.

One of the objections to the Sun Theatre in New World is that it has no

In the High Court.

Defendants' Evidence.

No. 9.
Lee Tun Koo.
Cross-examination—
continued.

The Indians cannot pay the higher prices at the Rex. Yes, we show to Europeans and better-class Asians. The conditions are imposed by film companies. Indians would spit out betel nuts and throw arecanuts down. They would lower the theatre.

Commitments are to Shaw Bros. and are no more binding than directors like to make them. I cannot say where we show our 2nd and 3rd run Tamil pictures. I was not in charge of bookings.

We show Hindustani pictures at the Sun. We do not show Tamil pictures during the day in the Sun.

I do not remember if the request to renew the lease in 1947 was sent too late. There was no agreement for a monthly tenancy; we just held over. Yes, after we heard Plaintiffs had bought, we applied for the rent to be reduced. We thought it was too high. We applied to Rent Board to reduce rent. We held over in breach of our covenant in the lease. I call that business ethics.

Re-examination.

Re-examined by MALLAL.

(Refers to Procl. 54, Sec. 8.)

Yes, I know there is a restriction on advance booking. The commitments I referred to relating to Theatre Royal are that we must show the pictures purchased by Shaw Bros. Ltd. They control our theatre. They say we are to show certain pictures and we have to show them.

The Sun is not the place to show a Tamil picture because of the noise and surroundings. The locality makes a difference in the picture shown. If "Samson and Delilah" was shown at Sun, the takings would be down. No car park at Royal or Diamond. No car problem there; patrons don't come in cars.

Empire is past the Yeo Chu Kang Post Office. It is a Chinese locality.

Naval Base—There is one theatre outside the Naval Base showing Indian pictures. It is the Sultan Theatre.

Midnight shows are an occasional show. We put on midnight shows to give people a "heck." I mean an opportunity to see a good picture.

Attendance must be good for a Tamil picture to pay. One week would not pay for the picture. If necessary I can produce records showing where 2nd and 3rd run Tamil pictures are shown.

To 2.30 p.m.

(Sgd.) P. STORR.

No. 10.
Address of
Defendants'
Counsel.

No. 10.

Address of Defendants' Counsel.

2.30 p.m. Mallal addresses.

Plaintiffs joint owners. Say we want possession and after we have got it we will re-let to Gian Singh & Co. Gian Singh & Co., separate entity to Plaintiffs.

I have dealt with points of law in my opening :

1. Is it reasonable to make an order ?
2. Is Court satisfied that alternative accommodation is available to Defendants ?

In the High Court.

No. 10.
Address by Defendants' Counsel—
continued.

1. Plaintiffs say property belongs to them and they want it. That is no reason why order should be given. They say : Please let us have the hall so that Gian Singh & Co. can show their films. They want to rely on hardship to 3rd party—Gian Singh & Co.

10 Defendants say : They have been showing Indian pictures at Royal since 1939 and prior to that others showed Indian pictures there.

Rent fixed by Rent Board. Plaintiffs bought with knowledge that Defendants were tenants. They must have appreciated that while Rent Control Ordinance was in force they could not get possession.

Refers fully to evidence of Defendants' witness.

Plaintiffs'

If possession taken from Defendants they will suffer financial loss. Plaintiffs will not lose if possession not given.

Submit that it is not reasonable that possession should be given. Hardship—greater on Defendants.

20 Refers to Sec. 14 Ord. Ord. only temporary. Premises are still controlled.

2.—Plaintiffs say Defendants have a number of other theatres in Singapore—suggested alternatives.

Sun—evidence of Defendants as to unsuitability.

Chisty could not run it.

Rex—1st class theatre. Would not pay if an Indian theatre. Indians are teetotallers mainly. 1st class bar licence useless.

Defendants and associated companies keen business men. Loss of revenue if Rex turned into Indian theatre ; evidence of Lee.

30 Jobling's, J.'s judgment in *Arathoon & Sons v. Buan Lee Seng & Co. Ltd.* Submits no suitable alternative accommodation.

No. 11.

Address of Plaintiffs' Counsel.

No. 11.
Address of Plaintiffs' Counsel.

ELIAS Addresses.

Fresh points of law raised by Mallal.

Mallal said cinema had to be included. Inference cannot be drawn though cinemas are included in definition. Primary object of cinema. 27 people employed—live outside and not in premises.

In the High Court.

No. 11.
Address of
Plaintiffs'
Counsel—
continued.

Occupation and possession. Cases cited not on rent control ; English cases ; quite different to present case.

In re Garland.

Wife was in residence.

Old Gate Estate, Ltd. v. Alexander.

1949, 2 A.E.R. 822 at 825. "Wife has very special position."

Sec. 14 (1) (f) shows real intention of Ord.

Company can only be in possession of things, servants.

1934; 1 K.B.

That concludes the matter as far as a Coy. being in occupation is 10 concerned.

1. What is reasonable ? Whole evidence is before Court.

Refers to *Arathoon & Sons v. Buan Lee Seng & Co.*

That was a judgment of D.J. which was supported on the facts. Case does not afford Court any guidance.

Refers to *Luttrell v. Addicott*, 1946, 2 A.E.R. 625.

Mallal cited *McIntyre v. Hardcastle*, but that was under the equivalent of Sec. 14 (1) (f). We are claiming under Sec. 14 (1) (m).

Reasonable—on facts.

Disagree that Gian Singh & Co.—must be considered as a separate 20 entity in this case. It is only a partnership, but judicially is not a separate entity. Three partners in Gian Singh are 3 plaintiffs. Inder Singh is making his profits in Bombay. If possession given Inder Singh would benefit.

Defendants have many theatres in Singapore and are making profits in all of them. They are exhibitors.

There must be no confusion between Shaw Bros., Ltd., and Defendants.

Defendants could have bought but did not.

Relative hardship : No hardship to Shaw Bros., Ltd., can be taken into account. Plaintiffs have put out 300,000 rupees and have no outlet for 30 films.

Ord. not to deprive landlord of his rights.

Primary object to control rents. If Ord. continued for ever, a Coy. could be in possession as long as it was registered as it does not die automatically.

Suitable alternative accommodation. Premises are being used for benefit of Shaw Bros. I say the whole list of the Defendants' cinemas are alternative accommodation.

Plaintiffs bought for \$300,000.

Malayan Theatres only pay \$1,000 for Sun. Chisty paid \$1,700.

40

Rex—came into existence since taking on lease of Royal. Building a new cinema at Naval Base which will be finished soon.

On Saturday nights Indians give up their bad habits and are allowed to see a film at the Rex.

In the High Court.

C.A.V.

Sgd. P. STORR.

No. 11.
Address of
Plaintiffs'
Counsel—
continued.

Saturday, 14th April, 1951.

J. E. D. ELIAS for ELIAS for Plaintiffs.

IBRAHIM, for MALLAL for Defendants.

Judgment read.

Judgment for Plaintiffs as in judgment and costs on higher scale.

10

Sgd. P. STORR.

No. 12.

Written Judgment of the Honourable Mr. Paul Justice Storr.

No. 12.
Written
Judgment
of the
Honourable
Paul
Storr, J.
14th April
1951.

IN THE HIGH COURT OF THE COLONY OF SINGAPORE.
ISLAND OF SINGAPORE.

Suit No. 840 of 1950.

Between

HARDIAL SINGH, Son of Mehar Singh

INDER SINGH, " " "

HIRA SINGH, " " "

20 BALWANT SINGH, " " " *Plaintiffs*

and

MALAYAN THEATRES LIMITED *Defendants.*

JUDGMENT.

30 The Defendants who own and operate a number of cinemas and theatres were the tenants of the Theatre Royal, No. 635 North Bridge Road, Singapore, under an indenture of lease for one year from 1st June, 1946. In that lease there was a clause permitting them to apply for a renewal of the lease for a further 12 months on or before the 31st May, 1947. They did not apply within the time stipulated and the lease was not renewed, but at the end of their term they held over and became the monthly tenants of the then owners. On the 5th of August, 1948, while the Defendants were still in possession of the premises as monthly tenants, the Plaintiffs bought the Theatre Royal for a sum of \$300,000/- after the Defendants had been

In the High Court.

No. 12.
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Paul
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14th April
1951—
continued.

offered the theatre at the same price but had not bought it, but were still negotiating. The Plaintiffs wanted possession of the Theatre Royal, so that the 1st, 3rd and 4th Plaintiffs could exhibit in the name of Gian Singh & Co. of Singapore, of which they are the sole partners, films that would be sent from India by the 2nd Plaintiff who is a dealer in Indian films in Bombay. Notice to quit was served on the Defendants on the 29th November, 1948, expiring on the 31st December, 1948. The Defendants refused to vacate the premises and claimed to be statutory tenants, protected by the Control of Rent Ordinance No. 25/47 (hereinafter referred to as the Ordinance). The Plaintiffs also served on the Defendants a notice to quit in relation to the Statutory tenancy expiring on the 31st May, 1950, and claimed possession of the premises and, as the Plaintiffs had accepted rent up to the 30th September, 1950, without prejudice to their notice to quit, mesne profits from the 1st October, 1950, until the date of possession. The facts as to the notices to quit and the premises were not disputed. 10

Paras. 7, 8 and 9 of the Statement of Claim were by agreement with the Defendants not proceeded with by the Plaintiffs.

Mr. Elias for the Plaintiffs based his claim on Sec. 14 (1) (m) of the Ordinance and submitted that the Defendants were not entitled to the protection of the Ordinance. He relied on 3 points. The first point was that the definition of "premises" in Sec. 2 of the Ordinance does not include premises such as the Theatre Royal which is a cinema. Sec. 2 (*inter alia*) reads as follows :— 20

" 'premises' means any dwelling house, flat, factory, warehouse, office, counting house, shop, school and any other building in which persons are employed or work and any part of any premises let or sublet separately and includes any land whereon any such building is or has been erected with the consent of the landlord but does not include new premises built or completed after the commencement of this Ordinance." 30

On that point I have come to the conclusion that this submission cannot be sustained, as, to my mind, the definition which is a very comprehensive one is intended to cover every type of premises used as either dwelling houses or business premises where people are employed. I therefore hold that the definition of "premises" in the Ordinance does include a cinema such as the Theatre Royal.

Mr. Elias's second point was that the Defendants being a company could not remain in possession of the Theatre Royal, and on that point he cited numerous English authorities, including the cases of *Skinner v. Geary*, 1931, 2 K.B., p. 546, and *Reidy v. Walker*, 1933, 2 K.B., p. 266, 40 based on the English Rent and Mortgage Interest Restriction Acts, which refer solely to dwelling houses, and from what Goddard, J., said, with regard to the decision in *Skinner v. Geary* which he followed in *Reidy v. Walker*—

"As I read it, the decision in *Skinner v. Geary*, 1931, 2 K.B., p. 546, lays down that the Rent Restriction Acts were intended

10 “ for the protection of a person’s home, not for the protection of
 “ some other rights which he may have. Protection of the home
 “ seems to be the whole policy and intention of the Acts. This
 “ legislation began in the war when it was desired to protect humble
 “ occupiers from being turned out of their homes or having rents
 “ heavily raised against them. The Court of Appeal lays down the
 “ proposition that before a person can become a statutory tenant
 “ his occupation must have an essentially domestic quality, and
 “ I read the case of *Skinner v. Geary*, 1931, 2 K.B., p. 546, as
 “ showing that because a company cannot reside in the sense which
 “ is necessary for a statutory tenant its occupation can never
 “ acquire this domestic quality.”

In the High Court.
 No. 12.
 Written Judgment of the Honourable Paul Storr, J.
 14th April 1951—
continued.

it is quite clear that the Court’s reason for holding that a trading company could not be in possession of a dwelling house was that a company’s occupation could not have the necessary essential domestic quality, neither could a dwelling house be considered its home or residence in the ordinary meaning of the word. On that point, therefore, I hold that the Defendants are capable of being in possession of the Theatre Royal, and the submission fails.

20 His third point was that the Plaintiffs were entitled, as landlords, to possession under sec. 14 (1) (m) of the Ordinance which reads as follows :—

“ 14 (1) No order or judgment for the recovery of possession of
 “ any premises comprised in a tenancy shall be made or
 “ given except in the following cases, namely—
 “ (12) in any other case where the Court considers it reasonable
 “ that such an order or judgment be made or given and
 “ is satisfied that suitable alternative accommodation is
 “ available for the tenant or will be available for him
 “ when the order or judgment takes effect.”

30 He submitted that, as the Plaintiffs had purchased this property as far back as 5th August, 1948, and had given notice to quit to the Defendants in November, 1948, expiring on 31st December, 1948, which notice to quit had been ignored by the Defendants who continued in possession as statutory tenants of the Theatre Royal, thereby preventing the Plaintiffs from enjoying the possession of the theatre and the consequential profits of being in control of the films to be exhibited, it was only reasonable that the Court should make an order for possession. Further that the Court should on the facts consider itself satisfied that there was suitable alternative accommodation, because the Defendants were in possession of 8 cinemas
 40 in Singapore, apart from the Theatre Royal, any one of which, but in particular the Rex Cinema in MacKenzie Road, the Sun Cinema or Grand Cinema, both in the New World, Jalan Besar, would be suitable for showing Indian (Hindustani and Tamil) first and second run films which it was the practice of the Defendants to show at the Theatre Royal.

Mr. Mallal referred to the evidence of the 1st Plaintiff who stated
 “ Yes, if I get the theatre it will be Gian Singh & Co. (partners being 1st,

In the High Court.

No. 12.
Written
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14th April
1951—
continued.

“ 3rd and 4th Plaintiffs) who will be exhibiting films and the man in Bombay (2nd Plaintiff) will be buying the films ” and submitted on the authority of *McIntyre v. Hardcastle*, 1948, 2 K.B., p. 82, that unless all the joint owners wished possession for themselves they were not entitled to an order. The application in that case was made under sec. 3 (1) and para. (h) of Schedule I of the English Act of 1933, and the Court there held that, as the landlords could not bring themselves within para. (h) of Schedule I on which they relied, they were not entitled to an order for possession. As I have already pointed out, the English Acts refer solely to dwelling houses and therefore I do not consider that any decision based on the fact that the Courts are dealing with dwelling houses can have any application to cases relating to business premises protected by the Ordinance. In any event the present case is concerned with business premises and is based on sec. 14 (1) (m) of the Ordinance and therefore any decision relating to dwelling houses in connection with sec. 14 (1) (f) which closely resembles sec. 3 (1) and para. (h) of Schedule I of the English Act would, I think, not apply. Therefore I do not consider that in this particular case the judgment in *McIntyre v. Hardcastle* is applicable, neither do I think in any event it applies to an application for possession under sec. 14 (1) (m) of the Ordinance.

20

Having considered all the facts of this case I am quite satisfied that it is reasonable that the Plaintiffs who have been the owners of the Theatre Royal since 5th August, 1948, and gave notice to quit at the end of 1948 should be put in possession of it.

I must now consider whether I am satisfied that suitable alternative accommodation is available for the Defendants or will be available for them when any order or judgment I may make or give takes effect. Now a cinema is a particular type of premises run for the purpose of entertaining the public and in a city like Singapore such premises are limited. This is not just a case of a tenant who is endeavouring to continue in possession of his premises because they are necessary for the running of his business ; it is the case of a tenant who wishes to continue in possession because, in the words of the Defendants' Manager, “ we try to get as many theatres as possible.” In other words, it is the case of a tenant who wishes to acquire and control an ever increasing number of cinemas in Singapore. I cannot think that the Ordinance was framed to protect tenants of this class.

30

In this case the 1st Plaintiff in his evidence has shown, and in fact it was not disputed by the evidence of the Defendants' Manager, that the Defendants are in possession of 8 cinemas in Singapore other than the Theatre Royal. Further the Manager stated that the Defendants were building a new cinema at the Naval Base, Singapore, which would be completed in a few months. Now the policy of what films should be shown in any particular cinema must be dictated by the person who has control of the cinema. It is therefore clear to me that in any of the 8 cinemas controlled by the Defendants Indian films could be shown if the Defendants so desired, and therefore I am satisfied that there is suitable alternative

40

accommodation for the Defendants in one of the other cinemas of which they are in possession. In the High Court.

As there is evidence, however, that they have commitments for the Theatre Royal, although it was admitted that all the commitments were entered into after the notice to quit expired on 31st December, 1948, and some even after this action was commenced, I consider that it is reasonable to suppose that such commitments may extend for the showing of films for another six months. No. 12. Written Judgment of the Honourable Paul Storr, J. 14th April 1951—continued.

10 Mr. Mallal mentioned the question as to "greater hardship," but the question only arises if the application for possession is made under sec. 14 (1) (f)—the present application is based on sec. 14 (1) (m) and there the question of "greater hardship" does not arise. If, however, my opinion on that point is wrong, then on the facts of this case I hold that the greater hardship would be caused to the Plaintiffs if I refused to make an order for possession.

For the reasons set out above, there will be judgment for the Plaintiffs for (1) an order for possession to take effect as from the 1st November, 1951, (2) mesne profits at the rate of \$2,500 per mensem as from the 1st October, 1950, to the date of possession and (3) costs.

20 14th April, 1951. Sgd. PAUL STORR, Judge.

No. 13. Judgment.

No. 13. Judgment. 14th April 1951.

IN THE HIGH COURT OF THE COLONY OF SINGAPORE. ISLAND OF SINGAPORE.

Suit No. 840 of 1950.

Between

30 HARDIAL SINGH, Son of Mehar Singh
INDER SINGH, " " "
HIRA SINGH, " " "
BALWANT SINGH, " " " Plaintiffs
and
MALAYAN THEATRES LIMITED Defendant.

14th April 1951.

This action coming on for trial this day before the Honourable Mr. Justice Storr in the presence of Counsel for the Plaintiffs and the Defendant, and upon hearing the evidence adduced by the Plaintiffs and the Defendant and what was alleged by Counsel aforesaid.

In the High Court.

No. 13.
Judgment.
14th April
1951—
continued.

IT IS ORDERED AND ADJUDGED that the Plaintiffs recover against the Defendant possession of that piece of land in the District of Singapore Town in the Island of Singapore forming part of Lot 266 of Town Subdivision XIII together with the buildings erected thereon and known as The Theatre Royal, No. 635 and 635A North Bridge Road, Singapore with effect from the 1st day of November 1951.

AND IT IS ORDERED AND ADJUDGED that the Plaintiffs do recover against the Defendant mesne profits or rent at the rate of \$2,500/- per mensem as from the 1st day of October 1950 to the date of possession.

AND IT IS ORDERED that the Plaintiffs recover against the Defendant 10 their costs of action to be taxed on the Higher Scale.

Entered this 30th day of April 1951 at 12.15 noon Vol. No. L.V. Page No. 287.

Sgd. E. H. D'NETTO,
Dy. Registrar.

In the Court of Appeal.

No. 14.
Notice of Appeal.
2nd May
1951.

No. 14.

Notice of Appeal.

IN THE HIGH COURT OF THE COLONY OF SINGAPORE.
ISLAND OF SINGAPORE.

Suit No. 840 of 1950.

20

Appeal No. 2 of 1951.

Between

HARDIAL SINGH, Son of Mehar Singh

INDER SINGH, " " "

HIRA SINGH, " " "

BALWANT SINGH, " " " *Plaintiffs (Respondents.*

and

MALAYAN THEATRES LIMITED *Defendants (Appellants)*

NOTICE OF APPEAL.

TAKE NOTICE that the above named Defendants will appeal to the 30 next Court of Appeal against the whole of the Judgment of the Honourable Mr. Justice Paul Storr delivered on the trial of this action on the 14th day of April 1951.

Dated this 2nd day of May 1951.

Sgd. ALLEN & GLEDHILL,
Solicitors for the Defendants (Appellants).

To the Registrar, Supreme Court, Singapore,
and to Messrs. Elias Brothers, Solicitors
for the Plaintiffs (Respondents).

Written Judgment of the Judges of Appeal.

In the
Court of
Appeal.SUPREME COURT OF THE COLONY OF SINGAPORE.
IN THE COURT OF APPEAL.No. 15.
Written
Judgment
of the
Judges of
Appeal.
17th July
1951.Civil Appeal No. 2 of 1951.
(Suit No. 840 of 1950.)

Between

MALAYAN THEATRES LIMITED *Appellants (Defendants)*

and

- 10 1. HARDIAL SINGH, Son of Mehar Singh
 2. INDER SINGH, " " "
 3. HIRA SINGH, " " "
 4. BALWANT SINGH, " " " ... *Respondents (Plaintiffs).*

Cor. : BROWN, Ag.C.J. (Singapore).
FOSTER SUTTON, C.J. (F. of M.).
SPENSER-WILKINSON, J.

JUDGMENT OF BROWN, Ag. C.J.

The Appellants (who were the Defendants in the Court below) are statutory tenants of the Theatre Royal. They originally obtained a lease
 20 of the premises for one year from the 1st of June 1946. The Appellants' manager agreed in evidence that upon the expiration of the lease there was no agreement for a monthly tenancy, and the Appellants "just held over." The Respondents purchased the theatre for \$300,000/- on the 5th of August 1948 and have been receiving from the Appellant 10 per cent. on their capital outlay by way of rent. The Respondents' main business is a textile business. But as a side line they import Indian films from India, which they distribute to film exhibitors. They now want possession of the Theatre Royal in order that they may themselves exhibit the films which they import. The Appellants' business is that of film exhibitors.
 30 They now operate seven other cinemas in Singapore, and are building another at the Naval Base.

In asking for an order for possession the Respondents rely upon Section 14 (1) (m) of the Control of Rent Ordinance, 1947, which empowers the Court to make an order for possession—

"where the Court considers it reasonable that such an order or
 "judgment should be made or given and is satisfied that suitable
 "alternative accommodation is available for the tenant or will be
 "available for him when the order or judgment takes effect."

In the
Court of
Appeal.

No. 15.
Written
Judgment
of the
Judges of
Appeal.
17th July
1951—
continued.

Thus there are two requirements which have to be fulfilled. Firstly, the Court must consider it reasonable to make the order asked for. Secondly, the Court must be satisfied (a) that there is alternative accommodation ; (b) that it is suitable and (c) that it is or will be available.

At the trial evidence was led upon the question of reasonableness, and it is clear that the learned Judge applied his mind to that question. It is a question of fact, and is in the discretion of the Judge. But in applying the test of reasonableness all the facts must be taken into consideration, including the alternative accommodation which is available : (*Rhodes v. Cornford*, 1947, 2 A.E.R. 601). And if the learned Judge misdirected himself upon the true construction of Section 14 (1) (M) in its application to business premises, and thus failed to appreciate the true character of the accommodation which the statute requires as an alternative to the premises of which the Appellants would be deprived by his order, we cannot be satisfied that such misdirection may not also have affected his views on reasonableness. To this extent the question of reasonableness is dependent upon the question of suitable alternative accommodation, and the two questions cannot be regarded as separate and distinct. 10

Upon the question of alternative accommodation, Dr. Withers Payne on behalf of the Respondents, has argued that this also is a question of fact and that as the learned Judge was satisfied that as a fact there was alternative accommodation, and that it was suitable and would be available, we ought not to interfere with his finding. But the question in this Appeal is whether he arrived at his finding by a proper understanding of the accommodation which, upon its true construction, the Ordinance requires. The view taken by the learned Judge was that if the Appellants want to show Indian films they have a number of cinemas in Singapore in which, by adjusting their policy, they can do so, and that the Ordinance was never intended to protect the tenants of business premises who have several other premises and who seek to take advantage of the Ordinance because, in the words of the Appellants' manager, "we try to get as many theatres as possible." Dr. Withers Payne urged upon us that the Ordinance was never intended to protect a monopoly. On the other hand, Mr. Massey on behalf of the Appellants pointed out that if the view taken by the learned Judge was right the proprietor of a business who was the tenant of a chain of business premises could be deprived of one after the other until only one set of premises was left. 20 30

It may well be that when the Ordinance was enacted and made applicable to business premises by the wording of the definition of "premises," such a case as this was not envisaged. But that is a matter upon which we ought not to speculate. The two conflicting arguments to which I have referred indicate the difficulty, and the quandary, to which an attempt to speculate upon the intention of the Legislature may lead us. Our duty is to construe the Ordinance, and in approaching this matter I would respectfully adopt the following passage from the Judgment of Rowlatt, J., in *National Provident Institution v. Brown* (89 L.J.K.B. at page 875) : 40

“ It may be that Parliament has passed certain specific enactments without appreciating their consequences. That is a matter for Parliament to rectify, if it can, and if it desires to. It is the business of the Courts to form their decisions by construction of the statutes, not by consideration of the effect of their decision on other subject-matters.”

In the Court of Appeal.
No. 15.
Written Judgment of the Judges of Appeal.
17th July 1951—
continued.

Now the premises which are the subject of the dispute are business premises. And in considering whether suitable alternative accommodation is available to the tenant it seems to me that it is accommodation which is suitable to the business which he now carries on at the premises that must be available. It is said that the business which the Appellants carry on in these premises is the exhibition of Indian pictures, and that can equally well be done in one or more of their other theatres. But the Appellants' business at the Theatre Royal consists of more than the mere act of projecting Indian films on to a screen. Their business consists of all matters which are ancillary to the exhibition of Indian films. They include the clientele from whom the profits of the business are derived ; the employees (of whom there are 27 at the Theatre Royal) by whose labour the business is carried on ; and the mechanical appliances which they use in their business. If is for such factors as these, which collectively constitute the Appellants' business at the Theatre Royal, for which suitable alternative accommodation must, in my opinion, be available.

Dr. Withers Payne relied on the case of *Lutterell v. Addicott* (1946, 2 A.E.R. 625) as showing that no weight should be given to these ancillary factors in considering whether suitable alternative accommodation is available. But that case was decided under the English Acts which do not apply to business premises, and the question in that case was whether there was suitable alternative accommodation for the tenant in a dwelling house. There the tenant was the tenant of two houses, of which the first had a café attached. The tenant lived in the first house, where she carried on the business of a café and guest house. The second house was used by her to accommodate guests when the first house was full. In an action for the recovery of the second house it was held that suitable alternative accommodation as a dwelling house was available in the first, and that it would be reasonable to make an order for possession of the second. It would have been difficult to hold otherwise, since the first house consisted of five bed-rooms, a dining room, a lounge, a kitchen and bath-room, and the tenant was already living there and had been living there for years. This case illustrates the difficulty of having recourse to English decisions under an Act which applies only to dwelling houses, in interpreting our local Ordinance in its application to business premises.

Upon the view which I take of the true meaning of the Appellants' business and of the various factors which together constitute their business for which suitable alternative accommodation must be available, the locality in which any suggested alternative accommodation is situate is important. One of the constituent factors in this business is the patrons, without whom it would not exist. The business of exhibiting Indian films

In the
Court of
Appeal.

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Judges of
Appeal.
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1951—
continued.

caters for Indians only, and the Theatre Royal is situate in a predominantly Indian area. Alternative accommodation which, for reasons of remoteness or for any other cause, would deter Indian audiences from continuing to patronise the appellants' business would not be suitable and would not, in my opinion, satisfy the requirement of the section. And I think that the onus lies upon the Respondents to prove that alternative accommodation is or will be available which is suitable substantially to accommodate Indian audiences of approximately the same size and a substantial portion of the staff, the mechanical appliances and all those factors which together make up the Appellants' business. In my opinion there is no evidence in this case to establish that such alternative accommodation is or will be available. Four of the Appellants' other cinemas were suggested—the Sun, the Grand, the Rex and the one which is in the course of being built at the Naval Base. All, except the proposed cinema at the Naval Base, are now being used to show various films in various languages. The Naval Base is many miles from the town of Singapore. There is no evidence of what its capacity will be or of the price which will be charged for seats. But it is certain that, on account of the distance, whatever Indian audience may patronise it the Indian audiences from the Theatre Royal will not. The Sun and the Grand are both in the New World Amusement Park. It is in evidence that this Park is situate in a predominantly Tamil area. But it is also in evidence that it is patronised mainly by Chinese and not by Indians, and “is not considered respectable from the point of view of Indians.” The Rex is a luxury theatre, catering for Europeans and well-to-do Asians. It has a seating capacity of 1,332; the Theatre Royal has a seating capacity of 746. The prices of the seats are lower at the Theatre Royal than at the Rex, and the evidence is that “Indians cannot pay the higher prices at the Rex.”

But even if it were practicable and possible to overcome the objections to which I have referred, it would only be possible to transfer the business from the Theatre Royal to one or more of these other theatres by displacing the business which the Appellants are now carrying on at the theatre or theatres to which the business from the Theatre Royal is transferred. And if the Appellants are to be deprived of one set of premises I cannot see that accommodation at another set of premises can be regarded as available within the meaning of the Ordinance if it is only available to them by displacing the business which they are now carrying on at that other set of premises.

It seems to me that if the learned Judge had given full consideration to the various factors which collectively constitute the Appellants' business he could not, upon the evidence, have been “satisfied that there is suitable alternative accommodation for the Defendants in one of the other cinemas of which they are in possession,” because in my opinion no such evidence exists. I would therefore allow the appeal with costs here and in the Court below.

Sgd. T. A. BROWN,
Ag. Chief Justice.

Singapore, July, 1951.

I have had the opportunity of reading the judgment of Brown, Ag. Chief Justice. I entirely agree with his conclusions and have nothing to add.

Sgd. S. FOSTER SUTTON,
Chief Justice,
 Federation of Malaya.

14.7.51.

I agree and have nothing to add.

Sgd. T. SPENSER-WILKINSON,
Judge,

10 16.7.51.

Colony of Singapore.

In the
 Court of
 Appeal.
 —
 No. 15.
 Written
 Judgment
 of the
 Judges of
 Appeal.
 17th July
 1951—
continued.

No. 16.

Judgment.

No. 16.
 Judgment.
 17th July
 1951.

IN THE HIGH COURT OF THE COLONY OF SINGAPORE.
 ISLAND OF SINGAPORE.

Suit No. 840 of 1950.

Appeal No. 2 of 1951.

Between

	HARDIAL SINGH,	Son of Mehar Singh			
	INDER SINGH,	„ „ „			
20	HIRA SINGH,	„ „ „			
	BALWANT SINGH,	„ „ „	... ..		<i>Plaintiffs (Respondents)</i>
				and	
	MALAYAN THEATRES LIMITED	... ..			<i>Defendants (Appellants).</i>

17th July, 1951.

This Appeal coming on for hearing on the 26th and 27th days of June, 1951, before The Honourable The Acting Chief Justice, Singapore, The Honourable The Chief Justice, Federation of Malaya, and The Honourable Mr. Justice Spencer Wilkinson, Singapore, in the presence of Counsel for the Appellants and for the Respondents, and upon hearing what was alleged
 30 by Counsel, THIS COURT DID ORDER that this Appeal should stand for Judgment, and the same standing for Judgment this day in the presence of Counsel as aforesaid, THIS COURT DOTH ORDER AND ADJUDGE that this Appeal be allowed, and that the Judgment of the Honourable Mr. Justice

In the
Court of
Appeal.

No. 16.
Judgment,
17th July
1951—
continued.

Storr, given in Suit No. 840 of 1950 on the 14th day of April, 1951, be set aside, AND THIS COURT DOETH FURTHER ORDER that the Respondents do pay to the Appellants their costs of this Appeal and in the Court below to be taxed upon the Higher Scale of Costs.

Entered this 23rd day of July 1951 at 2.15 p.m. Vol. LVI Page 17.

Sgd. E. H. D'NETTO,
Dy. Registrar.

No. 17.
Order
granting
leave to
Appeal to
His
Majesty in
Council.
7th
December
1951.

No. 17.

Order granting leave to Appeal to His Majesty in Council.

IN THE HIGH COURT OF THE COLONY OF SINGAPORE.
ISLAND OF SINGAPORE.

10

IN THE COURT OF APPEAL.

Civil Appeal No. 2 of 1951.

Suit No. 840 of 1950.

BETWEEN

MALAYAN THEATRES LTD. *Appellant (Defendant)*

and

1. HARDIAL SINGH, Son of Mehar Singh,

2. INDER SINGH, " " "

3. HIRA SINGH, " " "

4. BALWANT SINGH, " " " *Respondents (Plaintiffs)*

20

In the Matter of a Petition dated the 28th day of November, 1951, of the abovenamed Respondents (Plaintiffs) for leave to appeal to His Majesty in Council

and

In the Matter of Section 28 of the Courts Ordinance (Cap. 10)

and

In the Matter of Order LVII Rules 3 and 4 of the Rules of the Supreme Court.

BEFORE THE HONOURABLE THE CHIEF JUSTICE
IN OPEN COURT.

30

UPON Motion preferred into the Court this day by Mr. S. H. D. Elias of Counsel for Hardial Singh, Inder Singh, Hira Singh and Balwant Singh (all sons of Mehar Singh) the Petitioners and Plaintiffs/Respondents herein,

in the presence of Mr. T. E. Atkinson of Counsel for Malayan Theatres Limited, the Defendant/Appellant herein, AND UPON reading the Notice of Motion, the Petition of the said Hardial Singh, Inder Singh, Hira Singh and Balwant Singh and the affidavit of Robert John Chelliah sworn to on the 6th day of December, 1951, and filed herein on behalf of the Defendant/Appellant on the 7th day of December, 1951, and the exhibits thereto AND UPON hearing what was alleged by Counsel aforesaid THIS COURT DOTH CERTIFY that this case, as regards the amount and value and the nature of the legal issues, is a fit one for appeal to His Majesty in Council and THIS COURT DOTH GRANT to the said Hardial Singh, Inder Singh, Hira Singh and Balwant Singh leave to appeal herein to His Majesty in Council.

Dated this 7th day of December, 1951.

Sgd. E. H. D'NETTO,
Dy. Registrar.

In the
Court of
Appeal.

No. 17.
Order
granting
leave to
Appeal to
His
Majesty in
Council.
7th
December
1951—
continued.

Exhibits.

Exhibit A.
Agreed
bundle of
corres-
pondence
and
documents.

Lease.
15th May
1946.

EXHIBITS.

Exhibit A.

Agreed Bundle of Correspondence and Documents.

Lease.

THIS INDENTURE made the 15th day of May A.D. 1946 Between R. CHIDAMBARAM and R. PERUMAL (sons of O. Ramasamy Nadar) both of No. 63 Buffalo Road, Singapore, Merchants, (Hereinafter called "the Landlords") of the one part and MALAYAN THEATRES LTD., a Company incorporated in the Straits Settlements having its registered office at No. 116 Robinson Road, Singapore, (hereinafter called "the Tenants") of the 10 other part.

WHEREAS O. Ramasamy Nadar (son of Odayappa Nadar) (hereinafter called "the Testator") was at the date of his death hereinafter recited entitled to the lands and premises described hereinafter.

AND WHEREAS the Testator died on the 4th day of October 1943 having duly made and executed his last Will and Codicil on the 19th day of June 1939.

AND WHEREAS the said Perumal and Chidambaram (the Landlords above referred to) have been on the 29th March 1946 granted Probate of the said Will and Codicil of the above Testator, leave being reserved to 20 Seetharam one of the executors named in the said Will to come and prove the same in Probate No. 32 of 1946 by the High Court at Singapore.

AND WHEREAS the Landlords have at the request of the Tenants agreed to rent the premises described hereinafter to the Tenants.

NOW THIS DEED WITNESSETH as follows :—

1. The Landlords let and the Tenants take All that pice of Land with the buildings thereon erected and now known as "THE THEATRE ROYAL" (hereinafter referred to as "the Theatre") of No. 635 North Bridge Road, Singapore, situate in the District of Singapore Town in the Island of Singapore forming part of Town Subdivision XIII Lot 266 30 together with all easements and appurtenances whatsoever thereunto belonging To HOLD the same for the term of 12 months from the 1st day of June 1946 at the monthly rental of \$1,500/- (Dollars One thousand five hundred) payable monthly on the 1st day of each calendar month for and in respect of the month preceding.

2. During his tenancy the Tenants shall have full control of the Theatre.

3. And the Tenants hereby covenant with the Landlords in manner following that is to say :—

(a) To pay the reserved rent at the times and in manner aforesaid. 40

(b) To maintain and keep in good and sufficient repair and condition and to execute all repairs that may be necessary from time to time to keep in good condition (damage by fire and tempest excepted) all buildings and structures in existence on the said demised premises.

Exhibits.

—
Exhibit A.
Agreed
bundle of

(c) To permit the Landlords or their agents and all persons authorised by them with or without workmen at all reasonable hours to enter on the said demised premises to view the condition thereof and to repair the same where it may be necessary or advisable.

corres-
pondence
and
documents.
—

10 (d) Not to make without the previous consent in writing of the Landlords (which consent shall not be unreasonably withheld by the Landlords) and (if necessary) first obtaining the approval of the Municipal Commissioners and other Authorities having jurisdiction and complying with their regulations any alterations or additions to the said demised premises.

Lease.
15th May
1946—
continued.

(e) To pay all Municipal dues in connection with water gas and electricity used on or in or payable in respect of the said land and premises.

20 (f) Not to assign the demised premises or any part thereof without the previous consent in writing of the landlords but so that such consent shall not be unreasonably withheld to an assignment to a respectable or responsible person.

(g) Not to do or permit to be done upon the demised premises anything which may be or become a nuisance or annoyance to or in any way interfere with the quiet enjoyment and comfort of the Landlords or the tenants and occupiers of adjoining hereditaments nor to use the same for any illegal or improper use. Nothing herein contained shall prevent the use of the theatre for cinematograph exhibitions at all licensed hours.

30 (h) Except for the purpose of cinematograph theatre business or stage show not to keep or permit to be kept on the demised premises or any part thereof any materials of a dangerous or explosive nature the keeping of which may contravene any local statute or regulations or bye-laws or in respect of which an increased rate of insurance is usually required or the keeping of which may cause the fire policy in respect thereof to become null and void.

40 (i) At the expiration or sooner determination of the said term peaceably and quietly to quit and deliver up to the Landlords possession of the said demised premises with the said fixtures, fittings, furniture and articles specified in the Schedule hereto in good and tenantable repair and remove all signboard nameplates writings and other things painted affixed or exhibited and make good all damage which the Tenants may cause to the said demised premises by such removal.

4. And the Landlords do hereby covenant with the Tenants in manner following that is to say :—

Exhibits.
—
Exhibit A.
Agreed
bundle of
corres-
pondence
and
documents.
—
Lease.
15th May
1946—
continued.

(a) That the Tenants paying the rents hereby reserved and performing the several covenants by the Tenants herein on their part contained may peaceably hold and enjoy the said demised premises during the said term without any interruption by the Landlords or any person lawfully or equitably claiming through or under them.

(b) To permit the Tenants prior to the expiration or determination of the said term to remove from the said demised premises all tenants equipment furniture fittings and fixtures the Tenants making good any damage caused to any buildings or structures by such removal.

(c) To keep the said demised premises insured against loss and damage by fire and in case of damage or destruction by fire unless any moneys become irrecoverable through any act or default of the Tenants to forthwith rebuild and reinstate the same as speedily as possible. 10

5. Provided Always and it is hereby expressly agreed and declared as follows :—

(a) If the rent hereby reserved or any part thereof shall at any time be unpaid for one calendar month after becoming payable (although no formal or legal demand shall have been made therefor) or if any covenants or agreements on the Tenants' part herein contained shall not be performed or observed or if a Receiving Order in bankruptcy shall be made against the Tenants or if they shall compound or arrange with the greater number or value of their creditors then in any of such cases it shall be lawful for the Landlords at any time thereafter into and upon the said demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as of their former estate anything contained herein to the contrary notwithstanding and in the case of such Receiving Order being made the rent current at the date of such Receiving Order shall be deemed to have become due on the previous day. 20 30

(b) Any notice requiring to be served hereunder shall be sufficiently served on the Tenants if left addressed to them on the said demised premises or at their last known address in Singapore and shall be sufficiently served on the Landlords if delivered to them personally or forwarded to them by post or left at their last known address in Singapore. A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.

(c) That in case the said demised premises or any part thereof shall be destroyed or rendered or declared unfit for use as a cinematograph theatre by fire tempest or other inevitable cause or by a competent authority except such fire be caused by the act or default of the Tenants whereby payment of the policy monies under any Policy of Insurance is refused during the said term then and in such case and so often as the same shall happen the rent hereby reserved or a fair 40

and just proportion thereof according to the nature and extent of the injury sustained shall cease and be suspended so long as the said demised premises or any part thereof shall remain unfit for use by reason of such destruction or injury or an order of a competent authority and if any question shall arise whether the said demised premises or any part thereof shall have become unfit for use or occupation by fire or tempest or otherwise as aforesaid or what proportion of the rent ought to be suspended on account thereof such difference shall be forthwith referred to arbitration in the manner provided by the Arbitration Ordinance (Chapter 12) of the Straits Settlements or any modification thereof.

10

(d) Throughout these presents any reference to month shall mean calendar month.

6. The Landlords shall also let and the Tenants take on hire all and singular the second hand furniture, fittings, pictures, theatrical machinery and other articles in upon and about the said theatre more particularly specified in the Schedule hereto from the 1st day of June 1946 for the term of 12 months thence next ensuing.

7. The Tenants shall during the continuance of this Agreement pay the Landlords every month by way of rent for the hire of the furniture, fittings, pictures and other articles mentioned in paragraph above a sum of \$1,000 payable monthly on the 1st day of each calendar month for and in respect of the month preceding.

8. If at any time during the said term of 12 months hereby created the Tenants shall be desirous of having this tenancy extended for a further period of 12 months from the end of said term of 12 months and if the Tenants shall give to the Landlords a notice in writing to that effect which notice shall be served not later than the 31st day of May 1947, then and in such case the Landlords will grant to the Tenants tenancy of the said Theatre accordingly for a further term of 12 months from the expiration of the term hereby created at the same rent as is reserved by this Indenture and subject to the said terms, covenants and conditions as are contained herein except this covenant or proviso for renewal the Tenants on the execution of such Indenture by the Landlords to execute a counterpart thereof.

30

9. In the event of the Landlords disposing of the ownership of the Theatre during the term of this tenancy or during the period of renewal, such sale shall be made subject to the full compliance of the covenants herein by the Landlord's successors or assigns.

40 IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Exhibits.
—
Exhibit A.
Agreed
bundle of
corres-
pondence
and
documents.
—
Lease.
15th May
1946—
continued.

Exhibits.

THE SCHEDULE above referred to.

Exhibit A.
Agreed
bundle of
corres-
pondence
and
documents.

429 Black painted Steel and Wooden folding arm chairs.

Signed Sealed and Delivered by } Sgd. O. R. PERUMAL. L.S.
the above named Landlords in } Sgd. O. R. CHIDAMBARAM. L.S.
the presence of :—

Sgd. K. P. KASHAVA MENON

Solicitor.

Lease.
15th May
1946—
continued.

The Common Seal of Malayan } Seal of
Theatres Ltd. is affixed in the } MALAYAN THEATRES LTD.
presence of :—

10

Director. Sgd. Illegible.*Secretary.* Sgd. Illegible.

I, KIZHAKA PUTHENMALIKAL KASHAVA MENON, an Advocate and Solicitor of the Supreme Court of the Colony of Singapore hereby certify that on the 15th day of May A.D. 1946 the Common Seal of MALAYAN THEATRES LIMITED was duly affixed to the above written instrument at Singapore in my presence in accordance with the regulations of the said Company which regulations have been produced and shown to me.

WITNESS my hand this 15th day of May 1946.

20

Sgd. K. P. KASHAVA MENON,

Solicitor.

On this 15th day of May A.D. 1946 before me KIZHAKA PUTHENMALIKAL KASHAVA MENON an Advocate and Solicitor of the Supreme Court of the Colony of Singapore practising in the Colony of Singapore personally appeared R. CHIDAMBARAM and R. PERUMAL who of my own personal knowledge I know to be the identical persons whose names "O. R. Perumal" and "O. R. Chidambaram" are subscribed to the above written instrument and acknowledged that they had voluntarily executed this instrument at Singapore.

30

WITNESS my hand.

Sgd. K. P. KASHAVA MENON,

Solicitor.

Stamp \$1,800/-
11.8.48.

Exhibits.

—
Exhibit A.
Agreed
bundle of
corres-
pondence
and
documents.

THIS INDENTURE is made the 5th day of August 1948 Between The Chartered Bank of India, Australia and China a Company incorporated in England and having a place of business at Raffles Place, Singapore (hereinafter called "the Bank") of the first part, Seetharam son of Oona Ramasamy Nadar (also known as Sitharam and R. Sitharam) Perumal son of Oona Ramasamy Nadar (otherwise known as O. R. Perumal) and Sithambaram son of Oona Ramasamy Nadar (otherwise known as
10 O. R. Chidambaram) all of No. 50 Market Street, Singapore Merchants (hereinafter called "the Vendors") of the second part and Hardial Singh son of Mehar Singh, Balwant Singh son of Mehar Singh, Inder Singh son of Mehar Singh and Hira Singh son of Mehar Singh, all of 30-1 Raffles Place, Singapore, Merchants (hereinafter called "the Purchasers") of the third part.

—
Indenture.
5th August
1948.

WHEREAS immediately prior to the execution of the Indenture of Mortgage next hereinafter recited, Oona Ramasamy Nadar was absolutely entitled to the lands and premises described in the Schedule hereto for all the residue then unexpired of the terms of 999 years created by the several
20 Indentures of Lease in the said Schedule mentioned subject to the payment of the yearly rents thereby reserved and to the covenants on the parts of the Lessees and the conditions therein contained but otherwise free from encumbrances.

AND WHEREAS by an Indenture of Mortgage made the 3rd day of September 1940 (Registered in Volume 964 No. 191) (hereinafter called "the Principal Indenture") between the said Oona Ramasamy Nadar of the one part and the Bank of the other part the lands and premises described in the Schedule hereto were assigned unto the Bank according to the nature and tenure thereof subject to the proviso for redemption
30 therein contained to secure payment of all moneys then owing or which should thereafter become owing on general balance of account or otherwise from the said Oona Ramasamy Nadar to the Bank with interest thereon as therein more particularly mentioned.

AND WHEREAS by an Indenture of Reconveyance made the 2nd day of August in the Nipponese year 2603, *i.e.*, A.D. 1943 (Registered in Volume 992 No. 3) between the Chief Custodian of the Malai Gunsei Kanbu, Syonan, (hereinafter referred to as "the Chief Custodian") of the one part and the said Oona Ramasamy Nadar of the other part, after reciting the Principal Indenture and after reciting that Singapore (then re-named
40 "Syonan-to") was there under the Military Administration of the Dai Nippon Imperial Government and after further reciting that the Bank had been declared an "enemy" corporation by the said Government and that the Chief Custodian had been appointed to deal with all matters connected with the liquidation of "enemy" banks in Syonan and in the various states in Malai and after further reciting that the said Oona Ramasamy Nadar had paid \$27,594.70 being the principal and \$2,095.69 being interest

Exhibits. representing the balance of his account current with the Bank and that the said Oona Ramasamy Nadar had requested the Chief Custodian to re-assign to him the lands and premises described in the Schedule thereto (being the lands and premises described in the Schedule hereto) which the Chief Custodian had agreed to do the Chief Custodian purported to assign unto the said Oona Ramasamy Nadar all the lands and premises described in the Schedule thereto according to the nature and tenure thereof freed and discharged from all moneys and interest or any other moneys thereby secured and all claims and demands under the Principal Indenture.

Exhibit A. Agreed bundle of correspondence and documents. —
 Indenture. 5th August 1948—
continued.

AND WHEREAS the said Oona Ramasamy Nadar (hereinafter called 10
 “ the Testator ”) duly made his last Will dated the 19th day of June 1939 whereby he appointed Senna Annavimuthua Nadar, Sivanti Balasubramania Aditan and the said Seetharam and Perumal to be the Executors and Trustees thereof and in case any one or more of them should die in his life time or refuse or be unable to act in the office of Executor and Trustee thereof, then the Testator appointed the said Sithambaram and the said Annamalai to fill in the order named any vacancy in the office of the executor and trustee thereof that might occur by reason of such death, refusal or inability as aforesaid.

And whereas by a Codicil to the said Will dated the 19th day of June 1939 the testator varied specific devises contained in his said Will do not affect this presents or the said appointment of Executors and Trustees as aforesaid. 20

And whereas the Testator died on the 5th day of October 1943 at Manachei in the Rammad District of South India without having revoked his said Will save by the same Codicil and without having revoked the said Codicil and Probate of his said Will and codicil was on the 29th day of March 1946 granted by the Supreme Court of the Colony of Singapore in Probate No. 32 of 1946 to the said Perumal and the said Sithambaram (the said Seena Annavimuthu Nadar and the said Sivanti Balasubramania 30
 Aditan both having renounced Probate and leave being reserved to the said Seetharam to come in and prove the same).

And whereas on the 30th day of January 1948 Double Probate of the said Will and Codicil of the testator was granted by the Supreme Court of the Colony of Singapore in Probate No. 69 of 1948 and to the said Seetharam also spelt as Sitharam.

And whereas in order to raise moneys for payment of estate duty payable in respect of the death of the testator and for other purposes of administration the Vendors by a conditional contract in writing dated the 19th day of June, 1948 agreed subject to the approval of the Court to sell 40
 the lands and premises described in the schedule hereto to the Purchasers at the price of \$300,000/- free from encumbrances.

And whereas by an Order of the High Court of the Colony of Singapore made on the 25th day of June 1948 in Originating Summons No. 108 of 1948 intituled “ In the Matter of the estate of Oona Ramasamy Nadar, deceased and in the Matter of the Conveyancing and Law of Property

Ordinance (Chapter 118) "inter alia it was ordered that the said conditional contract be approved and carried into effect and that the Vendors could give a receipt for the said purchase money.

And whereas under the powers vested in him by Gazette Notification No. S41 dated the 21st day of June 1946, the Commissioner of Lands, Singapore, has granted permission under the provisions of Section 8 of the Moratorium Proclamation for the sale by the Vendors of the lands and premises described in the schedule hereto subject to the Bank's being joined as a party to said sale and withdrawing the notice of claim filed by the
 10 Bank in the Registry of Deeds, Singapore under No. 1208/46.

And whereas the Bank at the request of the Vendors has agreed to withdraw the said notice of claim and to join in these presents for the purpose of assuring to the Purchasers the Lands and premises described in the schedule hereto freed and discharged from the Principal Indenture and from all claims and demands of the Bank thereunder on the terms that the Vendors should pay to the Bank the sum of \$27,652.89 being the amount that remained due to the Bank under the Principal Indenture on the 14th day of February, 1942, together with the further sum of \$9,704.33
 20 $5\frac{1}{2}$ per cent. per annum from the 14th day of February 1942 to the 30th day of June 1948.

Now this Indenture witnesseth that in pursuance of the premises and in consideration of the sum of \$300,000. paid by the Purchasers out of moneys belonging to them on their joint account in manner following namely, as to the sum of \$37,357.22 part thereof paid to the Bank by the Purchasers at the request of the Vendors (the receipt of which said sum the Bank hereby acknowledges) and as to the further sum of \$262,642.78 the balance thereof paid to the Vendors by the Purchasers with the consent of the bank the payment and receipt in manner aforesaid of which said sums
 30 of \$37,357.22 and \$262,642.78 making together the total purchase moneys of \$300,000.00 the Vendor hereby acknowledges) the Bank as mortgagee at the request and by direction of the Vendors hereby assigns and the Vendors as such executors and trustees as aforesaid and in due course of administration hereby assign and confirm unto the Purchasers all and singular the land and premises described in the schedule hereto to hold the same unto the Purchasers as joint tenants for all the residue now unexpired of the terms of 999 years created by the several Indentures of Lease mentioned in the schedule hereto subject to the payment of the yearly rents reserved by the said Indentures of Lease and to the performance and
 40 observance of the covenants on the parts of the several lessees and the conditions in the said Indentures of Lease contained but freed and discharged from all principal moneys and interest secured by the Principal Indenture and from all claims and demands of the Bank there-under.

In witness whereof Frank Patrick Lawrence Fickling as attorney for the Bank and the Vendors and the Purchasers respectively have hereunto set their hands and seals the day and year first above written.

Exhibits.

—
 Exhibit A.
 Agreed
 bundle of
 corres-
 pondence
 and
 documents.

—
 Indenture.
 5th August
 1948—

continued.

Exhibits.

THE SCHEDULE above referred to.

Exhibit A.
Agreed
bundle of
corres-
pondence
and
documents.

—
Indenture.
5th August
1948—
continued.

1. All that piece of land situate in the District of Singapore Town in the Island of Singapore estimated according to Government Resurvey to contain an area of 26525 square feet and marked on the Government Resurvey Map as Lot 266 of Town Subdivision XIII being the land comprised in and demised by an Indenture of Lease No. 2556 made the 19th day of November 1907 in favour of Cheong Koon Seng and Khoo Wee Pan Trustees of the Will of Cheong Ann Bee deceased for the term of 999 years from the 15th day of September 1829.

2. All that other piece of land situate in the District and Island 10 aforesaid estimated according to the Government Resurvey to contain an area of 169 square feet and marked on the Government Resurvey Map as Lot 2657 of Town Subdivision XIII being the land comprised in and demised by an Indenture of Lease No. 2763 made the 19th day of August 1910 in favour of Cheong Koon Seng and Cheong Koon Hong Trustees of the Will of Cheong Ann Bee deceased for the term of 999 years from the 15th day of September 1829 Together with the houses and buildings erected on the said two pieces of land and known as 629, 631, 633 and 635 North Bridge Road, Singapore.

Signed Sealed and Delivered by the above
named Frank Patrick Lawrence Fickling
as attorney for the Chartered Bank of
India, Australia and China acting under
a Power of Attorney dated the 18th day
of April 1923, a copy whereof was
deposited in the Registry of the Supreme
Court at Singapore, on the day
of 19 under
No. in the presence of

The Chartered Bank of
India, Australia and China
by its Attorney.

Sgd. F. P. L. FICKLING.
L.S.

20

Sgd. A. F. THORNE,
Solicitor, Singapore.

30

Signed Sealed and Delivered by the above
named Seetharam in the presence of :— }
Sgd. A. F. THORNE.

Sgd. R. SITHARAM S.

Signed Sealed and Delivered by the above
named Perumal in the presence of :— }
Sgd. A. F. THORNE.

Sgd. O. R. PERUMAL S.

Signed Sealed and Delivered by the above
named Sithambaram in the presence
of :— }

Sgd. O. R. SITHAMBARAM
S.

Sgd. A. F. THORNE.

40

On this 5th day of August A.D. 1948 before Arnold Forster Thorne an Advocate and Solicitor of the Supreme Court of the Colony of Singapore practising in the Island of Singapore personally appeared Frank Patrick Lawrence Fickling as the attorney of the Chartered Bank of India, Australia and China who of my own personal knowledge I know to be the identical person whose name "F. P. L. Fickling" is subscribed to the before written instrument and acknowledged that he had voluntarily executed this instrument at Singapore.

10 Witness my hand.

Sgd. A. F. THORNE.

Exhibits.
—
Exhibit A.
Agreed
bundle of
corres-
pondence
and
documents.

—
Indenture.
5th August
1948—
continued.

On this 5th day of August A.D. 1948 before me Arnold Forester Thorne an Advocate and Solicitor of the Supreme Court of the Colony of Singapore practising in the Island of Singapore personally appeared Seetharam, Perumal and Sithambaram who of my own personal knowledge I know to be the identical persons whose names "R. Sitharam," "O. R. Perumal" and "O. R. Sithambaram" are subscribed to the before written instrument and acknowledged that they had voluntarily executed this instrument at Singapore.

20 Witness my hand.

Sgd. A. F. THORNE.

Registered on the 19th August 1948 at 11 a.m. under the Lot Numbers and Titles given in the Schedule presented in Volume 1031 Page 275 No. 68.

Sgd. H. ISMAIL BIN CHE'LEE,
Dy. Registrar of Deeds.

Letter, Sisson & Delay to Malayan Theatres Ltd.

Sisson & Delay
Ref. HDM/1.
Registered A. R.

French Bank Building,
Singapore.

Letter,
Sisson &
Delay to
Malayan
Theatres
Ltd., dated
29th
November
1948.

30 On behalf of your Landlords, Hardial Singh, Balwant Singh, Inder Singh and Hira Singh, we hereby give you notice to quit and deliver up possession of the land and premises No. 635 North Bridge Road, Singapore,

Exhibits. known as "Royal Theatre" in respect of which you are now their tenants,
 — on the 31st day of December 1948 or at the end of the month of your
 Exhibit A. tenancy which will expire more than one month from the date of the
 Agreed receipt by you of this notice.
 bundle of

corres-
 pondence
 and
 documents.

Dated the 29th day of November, 1948.

Sgd. SISSON & DELAY,

Solicitors for

Hardial Singh, Balwant Singh,
 Inder Singh and Hira Singh.

10

Letter,
 Sisson &
 Delay to
 Malayan
 Theatres
 Ltd., dated
 29th
 November
 1948—
continued.

To Malayan Theatres Ltd.,
 116/120 Robinson Road,
 Singapore.

Letter,
 Appellants
 to Malayan
 Theatres
 Ltd., dated
 7th April
 1950.

Letter, Appellants to Malayan Theatres Ltd.

"Regtd. Ack. Due"

Gian Singh & Co.
 30-1 Raffles Place,
 Singapore.

To The Malayan Theatres Limited
 116/120 Robinson Road,
 Singapore.

7th April 1950.

Dear Sirs,

20

We the owners of the land and the Theatre Hall No. 635, thereon known as "Royal Theatre" situated at North Bridge Road, Singapore, of which you are the tenants, do hereby give you notice terminating your tenancy of the said Theatre Hall as on 31st May 1950.

The building is required for our own use and we would be thankful if you would please give us possession of the same on the said date.

Yours faithfully,

Sgd. HARDIAL SINGH.

Inder Singh by his attorney

Sgd. HARDIAL SINGH.

Hira Singh by his attorney

Sgd. HARDIAL SINGH.

Sgd. BALWANT SINGH.

30

Letter, Elias Bros. to Mallal & Namazie.

Ref. 588/TEN/B
Messrs. Mallal & Namazie,
Singapore.

27th February 1951.

Dear Sirs,

Hardial Singh & Ors. v. Malayan Theatres Ltd.
Suit No. 840 of 1950.

With reference to the recent conversation between your Mr. Mallal and our Mr. Simon Elias, we confirm that we shall not proceed at the trial with the grounds of claim referred to in paragraph 7, 8 and 9 of the Statement of Claim.

Yours faithfully,

Sgd. ELIAS BROTHERS.

Exhibits.

Exhibit A.
Agreed
bundle of
corres-
pondence
and
documents.

Letter,
Elias Bros.
to Mallal &
Namazie,
dated 27th
February
1951.

Exhibit B.

List of Cinematograph Halls.

MALAYAN THEATRES LIMITED

	<i>Name of Theatre</i>	<i>Location</i>	<i>Seating Capacity</i>
	1. Rex Cinema	Mackenzie Road, Singapore	1,332
	2. Oriental Theatre	New Bridge Road, Singapore	934
20	3. Theatre Royal	North Bridge Road, Singapore	746
	4. Naval Base Cinema	Seletar, Singapore	642
	5. Grand Theatre	New World Park, Jalan Besar, Singapore	876
	6. Sun Cinema	do.	615
	7. Globe	Great World Park, Kim Seng Rd., Singapore	742
	8. Atlantic Theatre	do.	617
	9. Empire Theatre	Lowland Rd., Upper Serangoon, Singapore	720
	10. Empire Theatre	Alor Star	767
	11. Royal Theatre	do.	690
	12. Coronation Talkies	Kulim	530
30	13. Empire Theatre	Kangar, Perlis	490
	14. Empire Theatre	Sungei Patani	678
	15. Rex Cinema	Johore Bahru	764
	16. Sultana Theatre	Batu Pahat	600
	17. Capitol Theatre	Segamat	320
	18. Empire Theatre	do.	404
	19. Rex Cinema	Muar	822
	20. Asiatic Theatre	do.	554
	21. Lido Theatre	Kota Bahru	700
	22. Capitol Theatre	Kuala Trengganu	500
40	23. Rex Cinema	Malacca	731
	24. Lido Cinema	do.	656

Exhibit B.
(De-
fendants.)
List of
Cinematograph Halls.

Exhibits.
 —
 (Plaintiffs.)
 Particulars
 of Directors
 of Shaw
 Bros. Ltd.
 29th
 September
 1950.

Particulars of Directors of Shaw Bros. Ltd.

30 in 11/38

IN THE COLONY OF SINGAPORE

Companies Ordinance 1940.

Particulars of the Directors of the SHAW BROTHERS LIMITED, at the date of the Annual Return
 29th September, 1950.

The present Full Name	Any former Full Name or Names	Nationality	Nationality of origin (if other than the present Nationality)	Usual residential address	Other business occupation if any. If none, state so.
Runme Shaw	—	British Protected Person	Chinese	34 Queen Astrid Park, Singapore	Merchant
Run Run Shaw	—	British Protected Person	Chinese	11 Holland Hill Singapore	Merchant

SHAW BROTHERS LTD.

Sgd. Illegible
 Secretary.

Particulars of Shareholders of Shaw Bros. Ltd.

30 in 11/38

IN THE COLONY OF SINGAPORE

Companies Ordinance 1940.

List of persons holding shares in the SHAW BROTHERS Limited on the twenty ninth day of September 1950, and of Persons who have held Shares therein at any time since the date of the last Return on (in the case of the first Return) of the incorporation on the Company, showing their Names and Addresses and an Account of the Shares so held.

Names, Addresses and Occupations			Account of Shares			Remarks
Folio in Register Ledger contg. Particulars	Full Name	Address	Occupation	No. of Shares held by existing Members at date of Return	Particulars of Shares Transferred since the date of the last Return or (in the case of the first Return) of the incorporation of the Co. by persons who— are still Members have ceased to be Members	
2	Runme Shaw	34 Queen Astrid Park, Singapore.	Merchant	2	423 6.9.49	— Transferee SHAW & SHAW LTD.
4	Run Run Shaw	11 Holland Hill, Singapore.	Merchant	2	423 6.9.49	— Transferee SHAW & SHAW LTD.
6	Runde Shaw	6 Tak Shing St. Kowloon, Hongkong.	Merchant	800	—	—
8	Shaw & Shaw Ltd.	116/120 Robinson Road, Singapore.	Corporate	846	—	—

SHAW BROTHERS LTD.

Sgd. Illegible

Secretary.

Exhibits.
—
(Plaintiffs.)
Particulars
of Share-
holders of
Shaw Bros.
Ltd.
29th
September.
1950.

Exhibits.
 (Plaintiffs.)
 Particulars
 of Directors
 of Shaw
 Bros. Ltd.
 28th
 December
 1951.

Particulars of Directors of Shaw Bros. Ltd.

35 in 11/38

IN THE COLONY OF SINGAPORE

Companies Ordinance 1940.

Particulars of the Directors of the SHAW BROTHERS LIMITED Company, Limited at the date of the Annual Return
 28th December 1951.

The present Full Name	Any former Full Name or Names	Nationality	Nationality of origin (if other than the present Nationality)	Usual residential address	Other business occupation if any. If none, state so.
Runme Shaw	—	British Protected Person	Chinese	34 Queen Astrid Park	Merchant
Run Run Shaw	—	British Protected Person	Chinese	11 Holland Hill	Merchant

SHAW BROTHERS LTD.

Sgd. Illegible
 Secretary.

Particulars of Shareholders of Shaw Bros. Ltd.

35 in 11/38

IN THE COLONY OF SINGAPORE

Companies Ordinance 1940.

List of persons holding shares in the SHAW BROTHERS LIMITED Company Limited on the twenty eighth day of December 1951, and of persons who have held Shares therein at any time since the date of the last Return on (in the case of the first Return) of the incorporation on the Company, showing their Names and Addresses and an Account of the Shares so held.

Folio in Register Ledger Particulars	Names, Addresses and Occupations			Account of Shares			Remarks
	Full Name	Address	Occupation	No. of Shares held by existing Members at date of Return	Particulars of Shares Transferred since the date of the last Return or (in the case of the first Return) of the incorporation of the Co. by persons who— are still Members have ceased to be Members	Date of Regn. of Transfer	
2	Runme Shaw	34 Queen Astrid Park Singapore	Merchant	2			
4	Run Run Shaw	11 Holland Hill, Singapore	Merchant	2			
6	Runde Shaw	6 Tak Shing St. Kowloon, Hongkong	Merchant	800			
8	Shaw & Shaw Ltd.	116/120 Robinson Road, Singapore	Corporate	846			

SHAW BROTHERS LTD.

Sgd. Illegible

Secretary.

Exhibits.
—
(Plaintiffs.)
Particulars
of Share-
holders of
Shaw Bros.
Ltd.
28th
December
1951.

Exhibits.
 (Plaintiffs.)
 Particulars
 of Directors
 of Malayan
 Theatres
 Ltd.
 29th
 September
 1950.

Particulars of Directors of Malayan Theatres Ltd.

29 in 13/38

IN THE COLONY OF SINGAPORE

Companies Ordinance 1940.

Particulars of the Directors of the MALAYAN THEATRES LIMITED, at the date of the Annual Return
 29th September 1950.

The present Full Name	Any former Full Name or Names	Nationality	Nationality of origin (if other than the present Nationality)	Usual residential address	Other business occupation if any. If none, state so.
Runme Shaw	—	British Protected Person	Chinese	No. 34 Queen Astrid Park, Singapore	Merchant
Run Run Shaw	—	British Protected Person	Chinese	No. 11 Holland Hill Singapore	Merchant

MALAYAN THEATRES, LTD.

Sgd. Illegible

Secretary.

Particulars of Shareholders of Malayan Theatres Ltd.

29 in 13/38

IN THE COLONY OF SINGAPORE

Companies Ordinance 1940.

List of persons holding shares in the MALAYAN THEATRES LIMITED Company Limited on the twenty ninth day of September 1950, and of Persons who have held Shares therein at any time since the date of the last Return on (in the case of the first Return) of the incorporation on the Company, showing their Names and Addresses and an Account of the Shares held.

Names, Addresses and Occupations		Account of Shares				Remarks		
Folio in Register Ledger confg. Particulars	Full Name	Address	Occupation	No. of Shares held by existing Members at date of Return	Particulars of Shares Transferred since the date of the last Return or (in the case of the first Return) of the incorporation of the Co. by persons who— are still Members have ceased to be Members			
		No.	Date of Regn. of Transfer	No.	Date of Regn. of Transfer			
4	Runme Shaw	34 Queen Astrid Park, Singapore.	Merchant	20	1230	5.9.49	—	Transferee— SHAW & SHAW LTD.
6	Run Run Shaw	11 Holland Hill, Singapore.	Merchant	20	1230	5.9.49	—	Transferee— SHAW & SHAW LTD.
8	Shaw & Shaw Ltd.	116/120 Robinson Road, Singapore.	Corporate	2460	—	—	—	

MALAYAN THEATRES LTD.

Sgd. Illegible

Secretary.

Exhibits.
—
(Plaintiffs.)
Particulars of Shareholders of Malayan Theatres Ltd.
29th September 1950.

Exhibits.
 —
 (Plaintiffs')
 Particulars
 of Directors
 of Malayan
 Theatres
 Ltd.
 28th
 December
 1951.

Particulars of Directors of Malayan Theatres Ltd.

34 in 13/38

IN THE COLONY OF SINGAPORE

Companies Ordinance 1940.

Particulars of the Directors of the MALAYAN THEATRES LIMITED Company Limited, at the date of the Annual Return
 28th December 1951.

The present Full Name	Any former Full Name or Names	Nationality	Nationality of origin (if other than the present Nationality)	Usual residential address	Other business occupation if any. If none, state so.
Runme Shaw	—	British Protected Person	Chinese	34 Queen Astrid Park Singapore	Merchant
Run Run Shaw	—	British Protected Person	Chinese	11 Holland Hill Singapore	Merchant

MALAYAN THEATRES LTD.

Sgd. Illegible
 Secretary.

Particulars of Shareholders of Malayan Theatres Ltd.

34 in 13/38

IN THE COLONY OF SINGAPORE

Companies Ordinance 1940.

List of persons holding shares in the MALAYAN THEATRES LIMITED Company Limited on the day of December 1951, and of Persons who have held Shares therein at any time since the date of the last Return on (in the case of the first Return) of the incorporation on the Company, showing their Names and Addresses and an Account of the Shares so held.

Names, Addresses and Occupations

Account of Shares

Folio in Register Ledger contg. Particulars	Full Name	Address	Occupation	No. of Shares held by existing Members at date of Return	Particulars of Shares Transferred since the date of the last Return or (in the case of the first Return) of the incorporation of the Co. by persons who—	Remarks
				Date of Regn. of Transfer	No. of Regn. of Transfer	Date of Regn. of Transfer
4	Runme Shaw	34 Queen Astrid Park, Singapore.	Merchant	20	—	—
6	Run Run Shaw	11 Holland Hill, Singapore.	Merchant	20	—	—
8	Shaw & Shaw Ltd.	116/120 Robinson Road, Singapore.	Corporate	2460	—	—

MALAYAN THEATRES LIMITED

Sgd. Illegible

Secretary.

Exhibits.
—
(Plaintiffs')
Particulars of Shareholders of Malayan Theatres Ltd.
December 1951.

Exhibits.
 (Plaintiffs,
 Particulars
 of Directors
 of Capitol
 Ltd.
 26th
 September
 1950.

9 in 158/47

Particulars of Directors of Capitol Ltd.

IN THE COLONY OF SINGAPORE

Companies Ordinance 1940.

Particulars of the Directors of the CAPITOL LIMITED Company, Limited, at the date of the Annual Return
 twenty sixth September 1950.

The present Full Name	Any former Full Name or Names	Nationality	Nationality of origin (if other than the present Nationality)	Usual residential address	Other business occupation if any. If none, state so.
Runme Shaw	—	British Protected Person	Chinese	34 Queen Astrid Park Singapore	Merchant
Run Run Shaw	—	British Protected Person	Chinese	11 Holland Hill Singapore	Merchant

CAPITOL LTD.,

Sgd. Illegible
 Secretary.

Particulars of Shareholders of Capitol Ltd.

9 in 158/47

IN THE COLONY OF SINGAPORE

Companies Ordinance 1940.

List of persons holding shares in the CAPITOL LIMITED Company Limited on the twenty sixth day of September 1950, and of persons who have held Shares therein at any time since the date of the last Return on (in the case of the first Return) of the incorporation on the Company, showing their Names and Adresse and an Account of the Shares so held.

Folio in Register Ledger contg. Particulars	Names, Addresses and Occupations			Account of Shares			Remarks
	Full Name	Address	Occupation	No. of Shares held by existing Members at date of Return	Particulars of Shares Transferred since the date of the last Return or (in the case of the first Return) of the incorporation of the Co. by persons who— are still Members have ceased to be Members	Date of Regn. of Transfer	
1	Runme Shaw	34 Queen Astrid Park, Singapore.	Merchant	2,000	98000	17.9.49	Transferee— Shaw & Shaw Ltd.
2	Rin Run Shaw	11 Holland Hill, Singapore.	Merchant	2,000	98000	17.9.49	Transferee— Shaw & Shaw Ltd.
3	Shaw & Shaw Ltd.	116/120 Robinson Road, Singapore.	Corporate	196,000	—	—	—

CAPITOL LTD.
Sgd. Illegible

Secretary.

Exhibits.
—
(Plaintiffs)
Particulars
of Share-
holders of
Capitol Ltd.
26th
September
1950.

Exhibits.
 —
 (Plaintiffs,
 Particulars
 of Directors
 of Capitol
 Ltd.
 28th
 December
 1951.

Particulars of Directors of Capitol Ltd.

13 in 158/47

IN THE COLONY OF SINGAPORE

Companies Ordinance 1940. *

Particulars of the Directors of the CAPITOL LIMITED Company Limited, at the date of the Annual Return
 28th December 1951.

The present Full Name	Any former Full Name or Names	Nationality	Nationality of origin (if other than the present Nationality)	Usual residential address	Other business occupation if any. If none, state so.
Runme Shaw	—	British Protected Person	Chinese	34 Queen Astrid Park Singapore	Merchant
Run Run Shaw	—	British Protected Person	Chinese	11 Holland Hill Singapore	Merchant

CAPITOL LTD.,
 Sgd. Illegible
 Secretary.

Particulars of Shareholders of Capitol Ltd.

13 in 158/47

IN THE COLONY OF SINGAPORE

Companies Ordinance 1940.

List of persons holding shares in the CAPITOL LIMITED Company Limited on the twenty eighth day of December 1951, and of Persons who have held Shares therein at any time since the date of the last Return on (in the case of the first Return) of the incorporation on the Company, showing their Names and Adresse and an Account of the Shares so held.

		Account of Shares				
Folio in Register Ledger contg. Particulars	Full Name	Address	Occupation	No. of Shares held by existing Members at date of Return	Particulars of Shares Transferred since the date of the last Return or (in the case of the first Return) of the incorporation of the Co. by persons who— are still Members have ceased to be Members	Remarks
1	Runne Shaw	34 Queen Astrid Park, Singapore.	Merchant	2,000	—	—
2	Run Run Shaw	11 Holland Hill, Singapore.	Merchant	2,000	—	—
3	Shaw & Shaw Ltd.	116/120 Robinson Road, Singapore.	Corporate	196,000	—	—

CAPITOL LTD.

Sgd. Illegible
Secretary.

Exhibits.
—
(Plaintiffs)
Particulars
of Share-
holders of
Capitol Ltd.
28th
December
1951.

Exhibits.
 —
 (Plaintiffs')
 Particulars
 of Shaw &
 Shaw Ltd.
 2nd
 November
 1950.

Particulars of Directors of Shaw & Shaw Ltd.

12 in 64/49

IN THE COLONY OF SINGAPORE

Companies Ordinance 1940.

Particulars of the Directors of the SHAW & SHAW LIMITED Company, Limited, at the date of the Annual Return
 2nd November 1950.

The present Full Name	Any former Full Name or Names	Nationality	Nationality of origin (if other than the present Nationality)	Usual residential address	Other business occupation if any. If none, state so.
Runme Shaw	—	British Protected Person	Chinese	34 Queen Astrid Park Singapore	Merchant
Run Run Shaw	—	British Protected Person	Chinese	11 Holland Hill Singapore	Merchant

SHAW & SHAW LIMITED,

Sgd. Illegible

Secretary.

Particulars of Shareholders of Shaw & Shaw Ltd.

12 in 64/69

IN THE COLONY OF SINGAPORE

Companies Ordinance 1940.

List of persons holding shares in the SHAW & SHAW LIMITED Company Limited on the Second day of November 1950, and of persons who have held Shares therein at any time since the date of the last Return on (in the case of the first Return) of the incorporation on the Company, showing their Names and Addresses and an Account of the Shares so held.

Folio in Register Ledger contg. Particulars	Names, Addresses and Occupations		Account of Shares		Remarks
	Full Name	Address	Occupation	No. of Shares held by existing Members at date of Return	
					Date of Regn. of Transfer
1	Runme Shaw	34 Queen Astrid Park Singapore.	Merchant	100,000	—
2	Run Run Shaw	11 Holland Hill, Singapore.	Merchant	100,000	—
3	Mdm. Wong Mee Chun	do.	Housewife	50,000	—
4	Mdm. Soo Wei Pin	34 Queen Astrid Park, Singapore.	Housewife	50,000	—

SHAW & SHAW LIMITED,
Sgd. Illegible
Secretary.

Exhibits.
—
(Plaintiffs')
Particulars
of Share-
holders of
Shaw &
Shaw Ltd.
2nd
November
1950.

Exhibits.
 —
 (Plaintiffs.)
 Particulars
 of Directors
 of Shaw &
 Shaw Ltd.
 28th
 December
 1951.

Particulars of Directors of Shaw & Shaw Ltd.

16 in 64/49

IN THE COLONY OF SINGAPORE

Companies Ordinance 1940.

Particulars of the Directors of the SHAW & SHAW LIMITED Company, Limited, at the date of the Annual Return
 28th December, 1951.

The present Full Name	Any former Full Name or Names	Nationality	Nationality of origin (if other than the present Nationality)	Usual residential address	Other business occupation if any. If none, state so.
Runme Shaw	—	British Protected Person	Chinese	34 Queen Astrid Park	Merchant
Run Run Shaw	—	British Protected Person	Chinese	11 Holland Hill	Merchant

SHAW & SHAW LIMITED,

Sgd. Illegible

Secretary.

Particulars of Shareholders of Shaw & Shaw Ltd.

16 in 64/49

IN THE COLONY OF SINGAPORE

Companies Ordinance 1940.

List of persons holding shares in the SHAW & SHAW LIMITED Company Limited on the twenty-eighth day of December 1951, and of persons who have held Shares therein at any time since the date of the last Return on (in the case of the First Return) of the incorporation on the Company, showing their Names and Addresses and an Account of the Shares so held.

Names, Addresses and Occupations		Account of Shares				
Folio in Register Ledger contg. Particulars	Full Name	Address	Occupation	No. of Shares held by existing Members at date of Return	Particulars of Shares Transferred since the date of the last Return or (in the case of the first Return) of the incorporation of the Co. by persons who— are still Members have ceased to be Members	Remarks
					No.	Date of Regn. of Transfer
1	Runme Shaw	34 Queen Astrid Park, Singapore.	Merchant	100,000	—	—
2	Run Run Shaw	11 Holland Hill Singapore.	Merchant	100,000	—	—
3	Mdm. Soo Wei Pin	34 Queen Astrid Park, Singapore.	Housewife	50,000	—	—
4	Mdm. Wong Mee Chun.	11 Holland Hill Singapore.	Housewife	50,000	—	—

SHAW & SHAW LIMITED,
Sgd. Illegible
Secretary.

Exhibits.
—
(Plaintiffs.)
Particulars
of Share-
holders of
Shaw &
Shaw Ltd.
28th
December
1951.

Exhibits. **Certificate of Registration and Particulars of Malayan Film Exchange No.158.**

(De-
fendants,
Certificate
of Registra-
tion and
Particulars
of Malayan
Film
Exchange
No. 158.
5th March
1947.

No. of Certificate 158

THE BUSINESS NAMES ORDINANCE, 1940

Section 6.

To The Registrar of Business Names,
Supreme Court,
Singapore.

I/We the undersigned hereby apply for registration pursuant to the provisions of the Business Names Ordinance 1940, and for that purpose furnish the following statement of particulars :—

10

1. The business name.	Malayan Film Exchange.
2. Constitution of business.	Partnership.
3. The general nature of the business.	Film Distributors & Exhibitors. The owning and leasing of theatres and amusement parks.
4. The principal place of business.	6 & 8 Robinson Road, Singapore.
5. The date of commencement of the business, if the business was commenced after 30th August 1940.	1st March, 1939.
6. Branches of the business.	Nil.

20

Dated this 5th day of March, 1947.

Sgd. GOH HOOD KIAT.
HARDIAL SINGH.

Certified True Copy.

Sgd. P. SAMY.

f. Registrar of Business Names,
Singapore. 17th March, 1952.

Full Name or names of proprietor or partners	Here give all Chinese names in Chinese characters	Here state any previous names & any aliases, opposite each name in the 1st col.	Corporate name & regd. or principal office of every corporation which is a partner and the names and nationality of its directors	Nationality & race and if that nationality is not the nationality of origin, the nationality of origin	Date of entry into the business	Other business occupation if any, of each individual or of all partners	Usual residence
Goh Hood Kiat		nil	nil	Chinese (British)	1.3.39	Director : Fishers Ltd. Managing Director G. H. Kiat & Co. Ltd. Singapore	303 East Coast Road, Singapore
Hardial Singh	---	nil	nil	Indian (British)	2.1.47	Director : Fishers Ltd. Partner : Gian Singh & Co.	30-1 Raffles Place Singapore

Dated this 5th day of March, 1947.

Sgd. GOH HOOD KIAT.
HARDIAL SINGH.

Exhibits.
—
(Defendants.)
Certificate of Registration and Particulars of Malayan Film Exchange No. 158. 5th March 1947—
continued.

Exhibits. **Certificate of Registration and Particulars of Gian Singh & Co. No. 11807.**

(De-
fendants')
Certificate
of Registra-
tion and
Particulars
of Gian
Singh & Co.
No. 11807.
28th
August
1948.

No. of Certificate 11807.

THE BUSINESS NAMES ORDINANCE, 1940
Section 6.

To The Registrar of Business Names
Supreme Court,
Singapore.

I/We the undersigned hereby apply for registration pursuant to the provisions of the Business Names Ordinance, 1940, and for that purpose furnish the following statement of particulars :—

10

- | | | |
|--|---|----|
| 1. The business name. | Gian Singh & Company. | |
| 2. Constitution of business. | Partnership. | |
| 3. The general nature of the business. | Store dealing in textiles, sports goods general-ware etc. | |
| 4. The principal place of business. | Singapore.
(30-1 Raffles Place, Singapore.) | |
| 5. The date of commencement of the business, if the business was commenced after 30th August 1940. | Before 30th August, 1940. | |
| 6. Branches of the business. | Hardial Singh & Company
45/47 Ampang Street, Kuala Lumpur. | 20 |

Dated this 28th day of August, 1948.

Sgd. **HARDIAL SINGH.**
BALWANT SINGH.

Certified True Copy.
Sgd. **P. SAMY.**
f. Registrar of Business Names,
Singapore, 17th March, 1952.

30

This is the Exhibit marked "H.S.1" referred to in the affidavit of Hardial Singh sworn on the 28th day of August 1948 before me

Sgd. **YAHYA A. RAHMAN,**
Commissioner for Oaths
Chief Clerk, Supreme Court.

Full Name or names of proprietor or partners	Here give all Chinese names in Chinese characters	Here state any previous names & any aliases, opposite each name in the 1st col.	Corporate name & regd. or principal office of every corporation which is a partner and the names and nationality of its directors	Nationality & race and if that nationality is not the nationality of origin, the origin, the nationality of origin	Date of entry into the business	Other business occupation if any, of each individual or of all partners	Usual residence
1. Mr. Hardial Singh	s/o Mehar Singh	—	—	Indian Sikh	1934	1. Partners in Bajaj Textiles	31 Raffles Place
2. Mr. Hira Singh	do.	—	—	"	"	2. Partners in Hardial Singh & Co. Kuala Lumpur	"
3. Mr. Balwant Singh	do.	—	—	"	"	3. Partners in Malayan Film Exchange 4. Partners in Tanjong Olak Estate	"

Sgd. HARDIAL SINGH.
BALWANT SINGH.

Dated this 28th day of August, 1948.

Exhibits.
—
(Defendants')
Certificate of Registration and Particulars of Gian Singh & Co. No. 11807. 28th August 1948—
continued.

Exhibits.
—
(De-
fendants,) Certificate
of Registra- BN/14
tion and
Particulars
of Gian
Singh & Co.
No. 11807.
28th
August
1948—
continued.

Stamp Office
125 cents
Singapore.

27.8.48.

BUSINESS NAMES ORDINANCE

FORM OF AFFIDAVIT VERIFYING A STATEMENT
FURNISHED UNDER THE ORDINANCE.

1. I Hardial Singh son of Mehar Singh of 30-1 Raffles Place, Singapore make oath and say as follows :—
2. All the particulars contained in the statement dated the 28th day of 10 August and signed by me which is now produced and shewn to me marked H.S.1 are true.

Sgd. HARDIAL SINGH.

Sworn before me this 28th day of August 1948.

Sgd. YAHYA A. RAHMAN,
Commissioner for Oaths
Chief Clerk, Supreme Court.

Certified True Copy.

Sgd. P. SAMY.
f. Registrar of Business Names,
Singapore, 17th March, 1952.

20

In the Privy Council.

No. 16 of 1952.

ON APPEAL FROM THE HIGH COURT OF
APPEAL OF THE COLONY OF SINGAPORE,
ISLAND OF SINGAPORE, SUIT No. 840 of 1950.

BETWEEN

1. HARDIAL SINGH, son of MEHAR SINGH
 2. INDER SINGH, " " "
 3. HIRA SINGH, " " "
 4. BALWANT SINGH, " " "
- (Plaintiffs) Appellants*

AND

MALAYAN THEATRES LIMITED
(Defendants) Respondents.

RECORD OF PROCEEDINGS

KENNETH BROWN, BAKER, BAKER,
Essex House,
Essex Street,
Strand, W.C.2,
Solicitors for the Appellants.

COWARD, CHANCE & CO.,
St. Swithin's House,
Walbrook, E.C.4,
Solicitors for the Respondents.