

IN THE PRIVY COUNCIL

No. 36 of 1968

ON APPEAL FROM  
THE WEST INDIES ASSOCIATED STATES SUPREME COURT  
IN THE COURT OF APPEAL

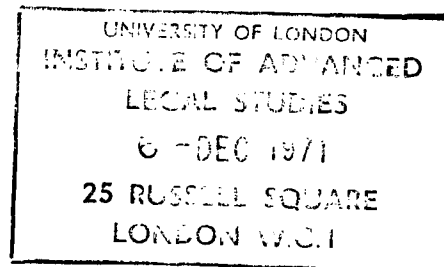
B E T W E E N :

HER MAJESTY'S ATTORNEY GENERAL  
FOR DOMINICA  
(Plaintiff) Appellant

- and -

HOWELL DONALD SHILLINGFORD  
(Defendant) Respondent

RECORD OF PROCEEDINGS



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UNIVERSITY OF LONDON  
INSTITUTE OF ADVANCED  
LEGAL STUDIES  
6 - DEC 1971  
25 RUSSELL SQUARE  
LONDON W.C.1

ON APPEAL FROM  
THE WEST INDIES ASSOCIATED STATES SUPREME COURT  
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B E T W E E N :

HER MAJESTY'S ATTORNEY GENERAL  
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ON APPEAL FROM  
THE WEST INDIES ASSOCIATED STATES SUPREME COURT  
IN THE COURT OF APPEAL

---

B E T W E E N :

HER MAJESTY'S ATTORNEY GENERAL  
FOR DOMINICA (Plaintiff) Appellant

- and -

HOWELL DONALD SHILLINGFORD  
(Defendant) Respondent

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RECORD OF PROCEEDINGS

---

No. 1

WRIT OF SUMMONS

In the British  
Caribbean  
Supreme Court

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No. 1

Writ of Summons issued the 21st day of May, 1964,  
by G.B. Niles, Solicitor for the Plaintiff.

Writ of Summons  
21st May 1964

INDORSEMENT OF CLAIM

The Plaintiff, the Attorney General on behalf  
of the Crown represented in this Island by the  
Executive Government of Dominica claims:-

- 20 1. A Declaration that certain portions of land  
totalling 486 acres at present incorporated in the  
776 acres registered on the defendant's certificate  
of title (recorded in Book of Titles R. 126) in  
respect of Batalie Estate in the parish of St.  
Joseph are Crown lands, that is to say, the property  
of the Government of Dominica, and that the Crown  
represented in this Island by the said Executive  
Government of Dominica, is entitled to the immediate  
possession of the said 486 acres.
- 30 2. An Order that the said 486 acres be immediately  
surveyed and marked off and restored to the Crown.



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Caribbean  
Supreme Court

No. 1

Writ of Summons

21st May 1964  
(continued)

3. An Order that the Registrar of Titles be directed to cancel and/or correct the said certificate of title of the Batalie Estate, consequent on the plaintiff being awarded the declaration and/or Order hereinabove claimed; and that the Registrar of Titles make such other consequential amendments and adjustments to the said title of the Batalie Estate as the Court may direct, or as to him may seem fit.

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4. An account of all of the defendant's dealing with the said 486 acres and in particular (an account) of the rents and profits of the same received by the defendant since (May) 1941 when he first entered into possession of the said lands.

5. An account of any lots or parcels of land contained in the said area of 486 acres, sold or agreed to be sold by the defendant and any monies already collected by the defendant as a result of the sale or prospective sale of the said lots or parcels of land.

20

6. An Order for payment to the Crown of all such sums as may be found to be due and payable on taking of the aforesaid accounts.

7. All other further proper accounts, inquiries, and directions.

8. Costs.

9. Such further and other relief as to the Court shall seem fit.

(Sgd.) G.B. Niles

30

Solicitor for Plaintiff.

No. 2

Amended State-  
ment of Claim

20th July 1964

No. 2

AMENDED STATEMENT OF CLAIM

(Amended pursuant to an Order of Court dated the 12th day of February 1965, ordering that paragraph 37 be struck out.)

1. The Plaintiff, the Attorney General of this Colony brings this suit on behalf of the Crown

which is represented in this Island by the Executive Government of Dominica.

2. The defendant is a planter and resides at Batalie Estate in the parish of Saint Joseph in this Island.

3. The Crown, that is to say, the Government of this Island called the Executive Council is entitled to the possession of certain areas or portions of land in the parish of Saint Joseph in this Island totalling 486 acres 12.08 perches (hereinafter referred to as 486 acres) at present incorporated in the 776 acres 1 rood 12.08 perches (hereinafter referred to as 776 acres) recorded on the defendant's certificate of title, as representative of the area and extent of the Batalie Estate or Plantation situate in the said parish of Saint Joseph, the said estate or plantation being in the possession of the defendant, who is registered as the proprietor of the said 776 acres. The said certificate of title issued in duplicate was registered in November 1941 and its duplicate original is filed in Book of Titles R. folio 126 in the Registry of this Island.

4. No part nor parts of the said portions of land totalling 486 acres, has or have at any time been granted by Her Majesty or any of Her Majesty's Predecessors to the defendant or any or more of the defendant's predecessors in title in respect of the Batalie Estate or Plantation, nor has any part of the said 486 acres ever been the subject of any grant, dedication, demise, license or contract between the Government of Dominica on the one hand and the defendant or any of his predecessors in title on the other hand, in respect of the said Batalie Estate.

5. The said portions of land in the aggregate 486 acres are more particularly delineated and shown on the surveyor's plan hereto annexed, as the uncoloured portions of the said plan; and the plaintiff says that the coloured portions of the said plan are representative of a total of 290 acres, that the said acreage of 290 is the true acreage of what was and is still the acreage of the Batalie Estate proper, and that the other portions totalling 486 acres which go to make up the total acreage of 776 shown on the said plan,

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In the British Caribbean  
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are the property of the Crown, that is to say, of the Government of the Island of Dominica.

No. 2

Amended Statement of Claim  
20th July 1964  
(continued)

6. The plaintiff will for the purpose of illustrating the incorporation of the said Crown Lands into the registered (alleged) acreage of the Batalie Estate in part reply on an authenticated map or plan of the Island of Dominica certified by John Byers, Chief Surveyor, and published in the year 1776, to show the then position and extent of the unappropriated Crown Lands in the locality in which the said Batalie Estate is situated as well as the relative positions of what was then (in 1776) the Batalie Estate and the adjoining said unappropriated Crown Lands, including the area called the Grand Savannah on which were then certain Government structures called a Block House and a Signal House. (This may be mentioned in the Royal Proclamation recorded in Book of Grants No. 2 folio 1, dated the 29th day of March 1853).

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7. For the purpose of establishing that the true acreage of the Batalie Estate was and still remains at a figure not exceeding 290, and further that the said adjacent and adjoining (on three sides) 486 acres are still the property of the Crown, the plaintiff will rely on the title deeds recorded, and certain other transactions mentioned in the paragraphs immediately following, which title deeds and transactions are (all) recorded in the Registry of this Island; and the plaintiff will for greater certainty crave leave at the hearing to refer to the said title deeds and transactions recorded in the Registry of this Island.

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8. By virtue of a deed dated the 4th March 1766 recited in Book of Deeds M.3 folio 349 dated the 17th day of December 1794, Matthew La Coudre obtained from His Majesty's Commissioners appointed for the sale and distribution of land in Dominica (shortly after the Treaty of Paris 1763), a plantation lot or parcel of leasehold lands consisting of 82 acres registered with a plan. The said Deed of December 1794 further recites that during the said month of March 1766, Crown Grants of three other adjoining portions of leasehold lands consisting of 5 acres, 19 acres, and 10 acres were made to Adrian Canchon, Rieni Avril, and Marie Jeane Royer respectively, and that these

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three parcels of land were subsequently acquired by the said Matthew La Coudre, thus making a total of 116 acres then in his possession. The particulars of these four grants as set out in the said deed, are reproduced in brief as follows:-

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10 Matthew La Coudre obtained in terms of a fourteen year lease renewable for a further term, a lot or parcel of land lying at Battalie in the parish of Saint Joseph in the said Island of Dominica containing eighty-two acres bounding North and East on unsurveyed land South on the river Battalie West on land reserved for public uses next the sea-shore being three chains in breadth from high water mark and North West on land laid out for sale in the same form and manner as the plan or diagram annexed to the said Indenture of Lease represents.

20 A certain piece of land containing five acres or cleared land first granted to Adrian Canchon for forty years and adjoining to the said plantation lot was granted to the said Matthew La Coudre; that the said land bounding North on the same plantation lot and Battalie North River, South on Battalie South River, and West on land next the sea reserved for public uses, which said piece of land containing five acres then became the property of the said Matthew La Coudre.

30 A certain piece or parcel of land lying in the said parish and Island aforesaid containing nineteen acres of cleared land which Rieni Avril then the wife of Simon Dollabaille obtained from His Majesty's said Commissioners in terms of a lease, the said land, bounding South East on unsurveyed land, West on unsurveyed land, and North West on a branch of the River Battalie; and the said piece or parcel of land has been purchased by the said Matthew La Coudre from Simon Dollabaille and his wife Rieni Avril.

40 A certain piece or parcel of cleared land lying in the parish and Island aforesaid containing ten acres, which Marie Jeanne Royer obtained from His Majesty's said Commissioners in terms of a lease, the said land bounding Northerly on the river Battalie, Easterly and Southerly on unappropriated land and North Westerly on the land leased to the said Rieni Avril; and the said piece or parcel of land has been purchased by the said Matthew La Coudre from the said Maria Jeanne Royer.

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ment of Claim

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(continued)

The total acreage contained in these four parcels of land are collectively described lower down in the deed as 116 acres of land or thereabouts lying on the Batalie River. This record shows the origin of the Batalie Estate. From a description of the boundaries as set out herein the said four portions form part of the true Batalie Estate. The said four portions are represented in light brown colour on the map hereto annexed.

9. Book of Deeds H3 folio 13 bearing date the 20th May 1789 records a Crown Grant of a parcel of 12 acres of land with a plan of the said 12 acres drawn on the said record. The boundaries shown in the said plan are defined in the said deed as bounding Northerly on the River Battalie, West and South on the impracticable ridge bounding the Grand Savannah and South Easterly on a road as by a plan or diagram of the said piece or parcel of land .... annexed. From the description of these boundaries, the said parcel of 12 acres of land form part of the true Batalie Estate and is represented grey on the plan hereto annexed. 10 20

10. A deed recorded in Book of Deeds B4 folio 330 bearing date the 28th July 1804 records that James Laing, Robert Reid, and John Lucas in a petition presented to the then Governor of Dominica, after setting forth

that they had lately purchased from various persons several pieces of land adjoining each other and lying on the River Batalie in our island 30

requested a grant of 122 acres. The said record includes a diagram representative of 122 acres of land shown in the said deed as a joint grant to the said James Laing, Robert Reid and John Lucas and describes the said area of land as

bounding Northerly and North Westerly on lands granted to one Rogers, Easterly on the River Battaley, Southerly on the Battaley Estate and on all other sides by unappropriated Crown Lands in the same manner and form as the above diagram represents. 40

The said 122 acres were made up of three portions of 80, 35, and 7 acres respectively; and from the

description of the boundaries as set out in the diagram and as repeated in the said deed, these 122 acres form part of the true Batalie Estate. These three portions are represented in green on the plan hereto annexed.

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20th July 1964  
(continued)

10 11. The portion of land described in paragraph 10 as the Battaley Estate is shown on that part of the diagram of the said 122 acres which represents the south and as lying on the River Batalie; and when calculated in terms of the dimensions given on the said diagram, is found to contain 42 acres represented in light yellow on the plan hereto annexed. These 42 acres form part of the true Batalie Estate.

12. Book of Deeds C4 folio 285 dated the 11th day of December 1804, makes reference to an earlier deed, B4 folio 285, which records a conveyance to

20 the said Robert Reid of all that aforesaid plantation called Batalie consisting of the several contiguous pieces or parcels of land hereinafter described.

The description then following is in respect of 116 acres of land or thereabouts and is identical with the description contained in paragraph 8 hereof; and after describing the boundaries of the component parts of the said 116 acres, namely the 82, 5, 19 and 10 acres, goes on to recite:

30 which several parcels of land are now cultivated together with other lands adjoining (meaning the parcels of 122, 42 and 12 acres respectively) as one plantation by James Laing, John Lucas and the said Robert Reid as tenants in common in equal shares. The said B4 folio 285 records a lease and release in respect of all that estates or plantation or those two estates or plantations in Dominica called Battalie or Batalie.

40 13. Book of Deeds C4 folio 283 records an agreement made in 1802 to the effect that John Laing, Robert Reid and John Lucas after purchased in their joint names or in the names of some or in the name of one of them, but on their joint account, several parcels of land in the parish of Saint Joseph, which they have formed into one plantation called Batalie Plantation and further recites that they have agreed that all revenues,

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profits, and gains are to be shared jointly and equally among the said three of them.

14. After a number of other minor transactions relating to the said Batalie Estate, Book of Deeds S.5 folio 304-310 dated 28th March 1839 recites:

- (a) that Robert Reid died in Dominica in 1824.
- (b) that John Laidlaw as agent of the said James Laing, and that the said John Laidlaw and William Blanc as executors of the will of the said Robert Reid, had in terms of a memorandum of agreement dated on or about the 31st day of May 1830, agreed to sell and convey the Batalie Estate to John Baptiste Levilloux in consideration of the sum of £1000 received by James Laing in his life time and by the said John Laidlaw and William Blanc as executors of Robert Reid. Book of Wills N.114 folio 139 records that James Laing died in the county of Surrey, England, sometime between February and September 1831.

10

- (c) that John Baptiste Levilloux died before the conveyance to him was executed.

- (d) that the Batalie Estate lying and situate in the Parish of Saint Joseph containing by estimation 290 acres or thereabouts, was on the 29th day of March 1839 sold and conveyed to Anne Rose Levilloux, the widow and relic of the said John Baptiste Levilloux, the said Anne Rose Levilloux being also the only residuary legatee named in the will of her husband.

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15. Book of Deeds S.5 folio 310 dated the 6th day of May 1839 records that

Dugald Stewart Laidlaw as sole acting executor in the Island of Dominica of the said James Laing, deceased, and the said William Blanc surviving trustee under the will of the said Robert Reid, as aforesaid, and in all and every other capacity then respectively thereby enabling and according to the respective shares, estates, and interest of the said James Laing and Robert Reid in the said premises granted aliened and released unto the said Rose

40

Levilloux, all that certain sugar estate or plantation and the lands thereof are thereto belonging formerly called or known by the name of the Batalie Plantation, situated in the parish of Saint Joseph, containing by estimation 290 acres or thereabouts, the said more or less, which said plantation is made up, and composed of all that several pieces or parcels of land therein hereinafter particularly mentioned and described

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10

that is to say:

ALL THAT plantation or parcel of land contain-  
ing by estimation 42 acres or thereabouts  
lying on River Batalie in the parish of St.  
Joseph (vide paragraph 11)

and also

ALL THAT piece or parcel of land containing  
by estimation 12 acres or thereabouts lying  
in the parish of St. Joseph bounded South on  
the River Batalie, West on lands of the said  
James Laing and Robert Reid and one John  
Lucas and East and North on Crown Lands:  
(vide paragraph 9)

20

and also

ALL THAT piece or parcel of land containing  
by estimation 122 acres or thereabouts lying  
in the said parish of St. Joseph bounded on  
the North and North Westerly on land granted  
to one Roger Bellairs, East on the River  
Batalie, South on Batalie Estate and on all  
other sides by unappropriated Crown Lands:  
(vide paragraph 10)

30

and also

ALL THAT leasehold plantation with the  
several pieces or parcels of land adjoining  
and contiguous thereto in the said parish of  
St. Joseph called Batalie Plantation contain-  
ing 114 acres or thereabouts or howsoever  
otherwise the said pieces or parcels of land  
may be respectively butted and bounded:  
(vide paragraph 8)

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In this deed the leasehold portion of the Batalie



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Estate consisting of 116 acres or thereabouts, appears for the first time as 114 acres or thereabouts; and from the date of this deed (1839) down to the sale of the estate in 1857 (vide paragraphs 20 and 22 infra) the estate is recorded as having an acreage of 290, made up of the component parts of 42, 12, 122 and 114 acres as compared with the component parts of 42, 12, 122 and 116 acres mentioned in paragraphs 11, 9, 10 and 8 respectively - an all over difference, if any, of two acres.

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16. Book of Deeds V 5 folio 58-71 dated the 7th day of July 1841 recites that in furtherance of an Indenture bearing date the 6th May 1839 or expressed to have been made between Anne Rose Levilloux and Theodore Levilloux, that the said Anne Rose Levilloux sold and conveyed to Theodore Levilloux the Batalie Estate therein described in terms of the said boundaries and acreage set out in paragraph 15 hereof.

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17. In July 1842 a judgment of the Court of Common Pleas of the Island of Dominica was entered against Theodore Levilloux then owner of the Batalie Estate, at the suit of Dugald Stewart Laidlaw, deceased, and Theodore Gordon for the purposes of securing payment in a certain sum named in the said judgment, which is recited at folio 439 of Book of Deeds D.6.

18. Book of Deeds B.6 folio 1 dated the 24th day of July 1847 records that Theodore Levilloux and Theodore Gordon surviving partner of the said Dugald Stewart Laidlaw sold and conveyed the Batalie Estate containing by estimation 290 acres or thereabouts to Andrew Gordon Paterson subject to a still then existing mortgage mentioned in the said deed.

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19. Book of Deeds D.6 folio 438 bearing date the 2nd September 1850 records the sale by auction of the Batalie Estate, and therein further states that Joseph Fabelle in his capacity of Provost Marshal conveyed the Batalie Estate containing by estimation 290 acres or thereabouts (and comprised of the said 42, 12, 122 and 114 acres respectively) to John Imray and Theodore Gordon: that is to say, Theodore Gordon still being a creditor of the estate secured his interest by becoming a part

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owner of the estate. The boundaries and acreage herein described are identical with those described in the transactions in paragraphs 15, 16 and 18. Folio 303 of Book of Deeds H 6 records that John Imray and Theodore Gordon purchased as tenants in common and not as joint tenants.

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10 20. Book of Deeds H 6 folio 303 bearing date the 28th January 1857 records an agreement to the effect that John Imray had agreed to an absolute purchase of the undivided moiety or equal half part then owned by Theodore Gordon, of the Batalie Estate expressed in the said deed to be containing by estimation 290 acres and to be made up of the said component parts of 42 acres, 12 acres, 122 acres and 114 acres. By this sale John Imray became the absolute owner of the entire Batalie Estate of 290 acres. The said deed recites that under the Great Seal of the Island bearing date the 31st July 1855, a strip of land called the Queen's  
20 Three Chains contiguous to the Batalie Estate was given and granted to Theodore Gordon and John Imray as tenants in common. This Three Chains Grant made in 1855 is originally recorded in Book of Grants Book 3 folio 355, and is the parcel of land consisting of 3 acres 1 rood 20 perches shown on the plan hereto annexed as zebra coloured.

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ment of Claim  
20th July 1964  
(continued)

30 21. Book of Grants Book 3 folio 360 records a grant in 1866 to the said John Imray of two other Three Chains Grants of 1 rood 32 perches, and five acres respectively: the first equal to five chains in length and the other equal to 19 chains in length. The record of the said two Three Chains Grants includes at folio 360 a plan of the said two parcels of land signed by G.B. Blanc, Surveyor General, on the 8th day of October 1866 showing the relative positions of a portion of the Grand Savannah represented on the plan hereto annexed as zebra coloured.

40 22. From the total acreage of 290, contained in the Batalie Estate when purchased by John Imray in 1857, he sold and conveyed two lots to one George Birrel Blanc. The sale of the first lot containing 53 acres 17 perches sold on the 1st April 1862, is recorded in Book of Deeds K 6 folio 346, and the sale of the second lot containing 50 acres sold on the 30th May 1862 is recorded in Book of Deeds L 6 folio 116.

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ment of Claim

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(continued)

23. Book of Deeds M 6 folio 645 records that the fifty acre lot sold on the 30th May 1862, was on the 30th December 1862 conveyed back to the said John Imray, thus at the end of this transaction leaving the Batalie Estate with an acreage of 243. The plaintiff will, however, concede to the defendant ownership in the figure of 290 acres, and not in the reduced figure of 243.

24. The said John Imray died on the 22nd day of August 1880, and by his will, recorded in Book of Wills No.19 folio 556, and probated on the 4th day of September 1880, bequeathed one half of the Batalie Estate to his two sisters Elizabeth Imray and Margaret Imray as tenants in common, and the other half of the estate to William Macintyre.

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25. Book of Deeds F 7 folio 863-866 dated the 22nd day of March 1916 recites that the said Margaret Imray died in Scotland in 1890 and bequeathed her said portion to her surviving sister Elizabeth Imray; that Elizabeth Imray died in 1906 bequeathing the total of the two portions (that is to say, one half of the Batalie Estate) to the Dominica Church Council; that shortly after the death of the said Elizabeth Imray, her executrixes conveyed

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the said undivided moiety or half share of and in the Batalie Estate unto and to the use of the said Dominica Church Council upon trust that the said Dominica Church Council should administer the same for and on behalf of the St. George's Anglican Church in Dominica

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and records that the said Dominica Church Council on the 22nd day of March 1916 sold its said half share in and of the Batalie Estate to William Hugh Macintyre of New York, John Gellion Macintyre of Roseau, James Colin Macintyre of Hampstead in Dominica, Gerald Robert Macintyre of New York, Anne Frances Macintyre of Dominica, and Henry Arthur Macintyre of Hong Kong, all collectively referred to in the said document dated the 22nd day of March 1916 as the purchasers.

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26. The purchase by the Macintyres from the Dominica Church Council in 1916 of half of the Batalie Estate referred to in paragraph 25 hereof,

resulted in the vesting of the entire Batalie Estate in the said Macintyre family, the other half having since 1880 under the will of the said John Imray been bequeathed to William Macintyre.

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Amended State-  
ment of Claim

20th July 1964  
(continued)

10 27. The plaintiff says that from the date of the death of the said John Imray on the 22nd day of August 1880 down to the date of the sale and conveyance to the defendant on the 31st day of May 1941 of the entire Batalie Estate by certain members of the Macintyre family and the personal representatives of those who had died, there is no record in the Registry of this Island of the acreage contained in any of the fractional parts into which the said estate during the said period 1880 to 1941 and especially during the included period of 1916 to 1924, had been divided up by means of the joint purchase by eight of the said family of the half of the estate purchased from the Dominica Church Council, and subsequently by means of gifts inter vivos from certain members to others of the said family.

20 28. The family gifts inter vivos mentioned in paragraph 27 are herein specified: that is to say, three of the Macintyre sisters who appear in Book of Deeds F 7 folio 863-866, as joint purchasers in the said deed recording the conveyance of sale in 1916 by the Dominica Church Council (vide paragraph 25 hereof) namely Eleanor Margaret Macintyre, Georgina Celia Lockhart (nee Macintyre) and Anne Frances Macintyre, subsequently in terms of three separate deeds jointly received gifts of fractional portions of the said Batalie Estate from three other members of the family, and the said three other members of the family being also named as joint purchasers in the said conveyance of sale in 1916 by the Dominica Church Council. The said three gifts made by each of the said three donors were each in excess of the one-eighth of the half of the estate purchased from the Dominica Church Council in 1916 by each of the donors. These gifts are as follows:-

30 40 (a) By indenture dated the 2nd day of August, 1923, the said three sisters received from Gerald Robert Macintyre one-eighth undivided share of and in the lands and hereditaments ..... of the Batalie Estate. This deed of gift is recorded in Book of Deeds K 7 folio 213-214.

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(continued)

(b) By Indenture dated the 2nd day of August 1923, the said three sisters received from William Hugh Macintyre of New York, a further gift of one-eighth undivided share of and in the lands and hereditaments of the Batalie Estate. This deed of gift is recorded in Book of Deeds K 7 folio 215-216.

(c) By Indenture dated the 25th day of April, 1924, the said three sisters received a yet further gift of one-eighth of the said Batalie from Henry Arthur Macintyre of Hong Kong. This deed of gift is recorded in Book of Deeds K 7 folio 573.

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29. The said three gifts each consisting of one-eighth share of the Batalie Estate together with the other three-sixteenths (three one-eighth of half) previously acquired by the said three sisters in the purchase from the Dominica Church Council, and the portions (not specifically mentioned) held by their two brothers John Gellion Macintyre and James Colin Macintyre, account for the incorporation back into the Batalie Estate of the half originally bequeathed in 1880 to William Macintyre; and paragraph 2 of the conveyance of sale to the defendant dated the 31st day of May, 1941, records that two of the Macintyre sisters, namely Eleanor Margaret and Anne Frances firstly in their own right, and secondly as personal representatives of their then deceased brothers John Gellion Macintyre and James Colin Macintyre, together with the third sister the said Georgina Celia Lockhart (nee Macintyre) are seised and possessed in unincumbered fee simple in possession of all that Estate known as Batalie Estate situate in the parish of St. Joseph in the Colony of Dominica.

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thus showing that by the 31st day of May 1941, the whole of the Batalie Estate, never documentarily recorded nor in any other way shown to be more than 290 acres, had been reassembled into its original composite whole, and sold and conveyed to the defendant in terms of a conveyance which purported to convey to him (the defendant) all that estate lands and premises known as the Batalie Estate together with the King's Three Chains containing 652 acres. (The relation of 'brother' and 'sister' mentioned in this paragraph is mentioned in the wills of the said James Gellion

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Macintyre recorded in Book of Wills No.23 folio 549, in the will of Anne Frances Macintyre recorded in Book of Wills No.24 folio 165 and in other documents).

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ment of Claim

20th July 1964  
(continued)

10 30. The plaintiff says that during the said period covering the years 1880 to 1941 inclusive, no additional lands outside of and adjoining the boundaries of the said (total of) 290 acres shown coloured on the plan hereto annexed, were by way of purchase, gift, grant, or otherwise added to the said Batalie Estate, either as to any of the component parts mentioned in paragraphs 24, 25, 26, 27, 28 and 29 or as to the whole, and that a search in the Registry of the records entered during the said period (1880-1941) and after, confirms the allegation herein contained.

20 31. Further to paragraph 29, the plaintiff will contend that the defendant by his purported purchase in May 1941 of the Batalie Estate stated in his conveyance recorded in Book of Deeds Q 7 folio 487 to be containing 652 acres, purported to purchase 362 acres (652-290) of lands to which his vendors had no right nor title, the said 362 acres of land being then and still now the property of the Government of this Island. The said 362 acres form part of the lands outside of the boundaries of the 290 acres being part of the 486 acres mentioned in paragraphs 3, 4, 5 and 7 hereof.

30 32. With a view to acquiring a first certificate of title for the said Batalie Estate, the defendant five months after his purchase in May 1941 of the said Batalie Estate, then alleged to be containing 652 acres, caused a survey to be made by T.H. Shillingford on the said lands called the Batalie Estate purchased in May 1941; and this survey allegedly purported to reveal that the actual acreage purchased by the defendant in May 1941 was not 652 acres, but 776, which is the acreage at present recorded on the defendant's certificate of title (registered in Book of Titles R folio 126) as representative of the true area and extent of the Batalie Estate. The plaintiff will also contend that the defendant has no right nor title to the additional 124 acres of land (776-652) allegedly revealed by the said survey to be part of the Batalie Estate, the said 124 acres being then and still now the property of the Crown, that

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is to say, of the Government of this Island. These 124 acres also form part of the lands outside of the boundaries of the said 290 acres, that is to say, they form part of the 486 acres referred to in paragraphs 3, 4, 5 and 7 hereof.

33. Following on the allegations contained in paragraphs 30, 31 and 32 hereof, the plaintiff says that the boundaries defined in the said conveyance recorded in Book of Deeds Q 7 folio 487 dated the 31st day of May 1941, and on the defendant's Certificate of Title recorded in Book of Title R folio 126, dated the 8th November 1941, are wrongly stated, and that these boundaries as at present defined, include the said 486 acres of Crown Lands in part known as the Grand Savannah.

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34. Further and in the alternative, the plaintiff says that the true state of facts relating to the title of the total acreage at present shown on the said certificate of title was not shown, and so not represented to the Registrar of Titles when the defendant in 1941 made his initial application to the Supreme Court of Dominica for a first certificate of title to the said Batalie Estate; and further that the initial registration based as it was on the facts set out in the said application wherein the defendant and his predecessors in ownership were represented as having a good documentary title to all of the acreage now shown on the said certificate of title, was and is a mistake constituting a ground for rectifying the Register of Title as pertaining to the title of the said Batalie Estate.

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35. Assuming, but not admitting, that the Crown, that is to say, the Government of Dominica is bound by the provisions of the Title by Registration Act, Cap.99 of the Leeward Islands, the plaintiff will contend that in any event the defendant has no right nor title to the said 486 acres of Crown Lands now included on his certificate of title and purportedly purchased by him in May 1941 from the Macintyres, who themselves had no right nor title to the same, and will further contend that the said 486 acres of Crown Lands were wrongly registered as part of the lands of the Batalie Estate, that the Register of Titles as affecting this estate is not conclusive in favour of the defendant, and that the said (first)

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certificate of title acquired in November 1941 by the defendant was and is based on a defective title obtained in May 1941 from the Macintyres, his predecessors in alleged title.

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ment of Claim  
20th July 1964  
(continued)

10 36. The plaintiff will contend that among the special privileges assigned to the Sovereign in right of her royal dignity, are those concerned with the rights to property which has been allowed to Her Majesty and Her Predecessors for the increase of (the royal) revenue, and that the said privilege or prerogative extends to all parts of the Commonwealth as fully in all respects as to England.

The plaintiff, the Attorney General claims on behalf of the Crown, that is to say, on behalf of the executive Government of Dominica:

- 20 (1) A Declaration that the said portions of land represented uncoloured on the map hereto annexed and totalling 486 acres, have always been and still are Crown Lands, that is to say, the property of the Government of Dominica, and that the Crown is entitled to the immediate possession of the said 486 acres.
- 30 (2) An Order that the said 486 acres now incorporated in the 776 acres at present registered on the defendant's certificate of title (registered in Book of Titles R 126) in respect of Batalie Estate as representative of the area and extent of the said estate, be immediately surveyed and restored to the Crown by the defendant handing over the said lands (486 acres) to such officer of the Government of Dominica as the Court may direct.
- 40 (3) An Order that the Registrar of Titles be directed to cancel and/or correct the said certificate of title of the Batalie Estate, consequent on the plaintiff being awarded the declaration and/or Order hereinabove claimed; and that the Registrar of Titles make such other consequential amendments and adjustments to the said title of the Batalie Estate as the Court may direct, or as to him may seem fit.
- (4) An account of all of the defendant's dealing with the said 486 acres and in particular (an



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ment of Claim  
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(continued)

account) of the rents and profits of the same received by the defendant since (May) 1941 when he first entered into possession of the said lands.

- (5) An account of any lots or parcels of land contained in the said area of 486 acres, sold or agreed to be sold by the defendant and any monies already collected by the defendant as a result of the sale or prospective sale of any of the said lots or parcels of land. 10
- (6) An Order for payment to the Crown of all such sums as may be found to be due and payable on the taking of the aforesaid accounts.
- (7) All other further proper accounts, inquires, and directions.
- (8) Costs.
- (9) Such further and other relief as to the Court shall seem fit.

Delivered the 20th day of July, 1964. 20

(Sgd.) G.B. NILES.

Solicitor for the Plaintiff.

No.3

Defence  
16th March 1965

No. 3

DEFENCE

1. The Defendant is the registered proprietor of all that Estate lands and premises known as Batalie Estate situate in the Parish of St. Joseph in the Colony of Dominica containing 776 acres 1 rood and 12.08 poles and butted and bounded as follows:- Northerly: by lands of H.D. Shillingford, Ernest Alexander, Ellen Bertrand, Heirs of Celestine Jno. Baptiste, Felix Jno. Baptiste and others; Heirs of Charles Alexander, Julia Joseph and others; Southerly: by lands of Sonia Vidal, Son Vidal, Fenose Bamy, Emilia Paul, Sidonese 30



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Supreme Court

No. 5

PROCEEDINGS

No.5

53/64

Proceedings

Her Majesty's Attorney General

Plaintiff

V

15th November  
1965

Howell Donald Shillingford

Defendant

Niles for Plaintiff associated with Matthew, Legal Assistant

Alleyne Q.C. for Defendant associated with Beausoleil and Miss Charles

10

Niles informed that missing file is found. Niles asks for permission of Court for Stenographers to take full notes of the proceedings.

Alleyne very grateful. Permission granted for stenographers to take notes of proceedings.

Niles opens on pleadings. Defendant has included in his Certificate of Title 486 acres land belonging to the Government, the Crown. Object of case is to seek to recover 486 acres and the related claims shown in last paragraph of Statement of Claim. Treaty of Paris Dominica ceded a Colony. Colony surveyed in 1776. Lands given to certain of King's subjects. There is map of 1776 showing Crown Lands. 116 acres given to LaCoudre. No Deed for same but on 4th March, 1776 Grant in Deed. (See para. 8 of Statement of Claim) Para. 10 S/C.

20

Whole portion originally Crown Lands. Several transactions after 116 acres - Paras. of S/C show up to 1857 - para. 19, 20, 22 Batalie still 290 acres. Not only Deeds say 290 acres or thereabouts all of Deeds mentioned, show constituent parts of Batalie when come into possession of Doctor John Imray paras. 8, 9, 10, 11, 12. These 3 chains grant made. 114 acres leaseholds as sold. Para. 22.

30

No record whatever during Imray's life any

accretions to Batalie Estate. In 1880 Batalie same size 290 acres when Imray died. Will of Imray left  $\frac{1}{2}$  Batalie to 2 sisters.  $\frac{1}{2}$  had been given to Hugh McIntyre.  $\frac{1}{2}$  Batalie to Dominica Church Council, that  $\frac{1}{2}$  sold to W. Hugh McIntyre. Whole of Batalie Estate now property of McIntyre.

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From 1880-1941 no accretions to 290 acres Batalie Estate.

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1965

(continued)

10 When McIntyre sold to Defendant had 290 acres then 652 acres, now 776 acres in Certificate of Title. 652 acres in Deed dated May 1941 - Para.34 - State of facts not shown to Registrar of Titles - Mistake.

20 Deed Q7, 487 on which Certificate based do not contain boundaries similar to those in Request when Application made. Boundaries of Batalie Estate in that Deed. Q7, 487 are shown as follows:- North by lands of H.D. Shillingford, East Batalie River and lands of one Celestien, South by Public Road and land of Peter LaRogue and on West by the Sea. In the Common Form Affidavit 22/10/41 lodged with Request boundaries in said Affidavit different from what is in Deed. Different from those in Request. Abstract of Title accompanying Request states "Vendors as Beneficial owners, do hereby grant and convey unto the purchaser H.D. Shillingford all that Estate lands and premises known as Batalie Estate together with Kings Three Chains containing 652 acres but by actual survey 776 acres. 30 Other lands the property of the applicant being included.

No documents of title mentioned in schedule to request other than property of the applicant.

Defendant present Deed of McIntyre to found root of Title.

40 Abstract of Title - see Para. 36 S/c question of Law. Hals. P 221 Vol. 7 3 Ed. Para. 463 - 464 - applicable to U.K. also applicable to Colonies. In re Bateman's Trust L.R. 15 Equity P. 155 - No distinction can be drawn as regards rights of Crown as regards prerogatives in England and prerogatives in the Colonies, wherever H.M. Dominions extends, applies wherever Colony possesses Leg Co except in so far as there is Statute Law governing Colony,

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in Dominica no right to deprive Crown of Royal prerogative.

Case different as between subject and subject. No Statute binds Crown except expressly or impliedly. Does not preclude Title by Registration Ordinance of indefeasibility. P.423 of Craies on Statute Law 6th Ed. last paragraph.

Crown not bound by Statute unless specially named or clearly intended P. 422.

Bacon's Abridgement P. 462 7th Ed. Kings Prerogative Acts of Parliament (1) Magdalene's College Case 11 Coke's Report 74 (b).

10

Establishes Proposition where King has prerogative, estate right title or interest he is not bound if there by the general words of an act.

(2) In re Oriental Bank Corporation 28 Ch. D. 1885 P. 643. Adopt head note as my own.

(3) In re Henley 1878, 9 Chancery D. P. 482 - Adopt head note as my own.

Crown mentioned in 3 or 4 section of Title by Registration. Whole act applies - No.

20

Perry V Ames 1891 1 Ch. 659 Craies P. 427.

In ex parte Postmaster General V Inre 10 Ch. Dup. 1878 1879 - P. 595. In English Law on subject of Title by Registration - English Land Transfer Act 1897. Act to 1875 Act contains many provisions like Title by Registration. Registration of Title compulsory in dealing in Land in certain parts of England. P. 708 - Jenks Civil Law Vol. 2, 1947.

Re Hartley - 1899 Prob. 40, held not to bind the above. See Craies.

30

Sec. 7 of U.K. Acts 1875 - Registration of person as first proprietor. Three exceptions.

(1) Estates and interest of H.M. Sec. 30 of above - Transfer for valuable consideration of Freehold Land - certain exceptions -

(2) Estates and interests of H.M., sections

above correspond in essence in idea of security of tenure subject fullest and most unqualified right referred to in Sections 8 and 10 of Dominica Title by Registration. But nowhere in the Title by Registration Ordinance is to be found anything like or analogous to the words "free from all other estates and interests whatsoever including Estates and interests of H.M. her heirs and successors".

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15th November  
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(continued)

10 Title by Registration a Registration Ordinance is a Legislative Prescription for sole purpose of providing security of tenure and quiet enjoyment of land and all pertaining thereto as between subject and subject only and has no bearing on nor reference to the rights interest in short prerogative of the Crown property - Crown not bound by Title by Registration Ordinance except in section Crown expressly mentioned or where necessary implications Sec. 123 Title by Registration provides - Registrar of Titles..... any person." Crown not bound  
20 by Sec. 8 - indefeasibility - this legal attribute does not come into picture where Crown property is involved. Crown not bound by Sec. 10 of Title by Registration Act.

30 Lastly Crown could not possibly be contemplated in definition of "indefeasable" first schedule of Title by Registration Ordinance. Definition applicable as between subject and subject Crown in privileged position of being able to take advantage of Statute although Crown not named therein. Sec. 27 (1) Cr. P. Ord. Cap. 5.

Sec. 31 (1) Eg. Crown P. Act 1947 Craies and Maxwell on interpretation of Statutes.

Crown not bound by any Statute of Limitations in Dominica Roberts Civil proceedings for and against the Crown - Law and Practice of Civil Proceedings by and against the Crown P. 566 Hornsey U.D.C. V Hennei 1902 2 K.B. 23 Lambert V Taylor 1825 Barnswell.

40 Crown not bound by Real Property Limitation Act 1833 Section 10 L.Is Property Act. Time does not run against King" applied to Eng. passed in 1769, except for a few exceptions - 60 years adverse possession extinguishes Title of Crown.

Hogg - Reg. of Titles - P. 35 footnote 61.

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Crown Suits Act 1769 (1) Craies - 452 of previous  
edition New Ed. 484.

(2) N.S.W. and N. Zealand adopted laws of N.S.W.

(3) Colony had to pass act for English Act apply.

(1) A.G., N.S.W. v Love 1891 A.C. 670 N.S.W.

(2) Rediford V Rex 1905 A.C. 147 N.Z.

(3) Amerson V Madison 1906 A.C. 569.

(4) New Brunswick V A.G. 1880 A.C. 603.

P. 103 Hogg - Rights of Crown. In Re Bourke  
1897 7 Queensland L.J. 133 - 135. No Crown Grant  
can be presumed in this action. P. 574 Roberts  
in Civil Procedure.

10

Sec. 3 E. Limitation Act 1939. No such Act  
in Dominica.

Crown proceeding Rules Apply. S.R. & O. 24/64  
amending 1907 Rules. Substantive law the same.

As to Defence ---

Refers to the two paragraphs

Reply ---

Joinder of issue.

20

Niles refers to admission of documents by other  
side. Miss Charles informs Court not admitting  
any documents Reg. of Records Ord. Cap. 220 para.35.

Adj. at 12.20 p.m.

Resumed at 1.50 p.m.

Alleyne takes preliminary objections ---

(1) Statement of Claim sets out no ground  
for rectification, in that even apart from the  
Statute the common law requires for repeal of  
letters Patent Charters or Crown Grants that the  
ground of forfeiture should be a false suggestion  
which is tantamount to an allegation of fraud.  
Scire Facias.

30

Attorney General v Golsborough 1881 15  
Victoria L. Rep. V.L.R. P. 645.

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Caribbean  
Supreme Court

Citation taken from Lord Cokes Institutes.

No.5

Proceedings

15th November  
1965  
(continued)

10 (2) In case of this kind not Scire Facias nor  
is it an information for intrusion the Crown is in  
same position as a private individual and must  
prove title which means there should be a suffi-  
cient averment of title. That contained in  
Statement of Claim which was contested in prelim-  
inary proceedings para. 4 of Statement of Claim,  
inadequate, even though were proof forthcoming of  
Crown's title to land. That paragraph 4 aver  
486 acres of

Niles requests adj. to answer objection at  
2.10 p.m. - resumed at 2.45 p.m.

Niles

20 Point (1) - Rectification - Grants referred to  
does not mean Crown Grants, must be read with words  
before. Not asking anybody to forfeit anything.  
Submission frivolous - Ejusdem Generis Rule applies.

No need to refer to Scire Facias.

(2) Old forms gone by the Board. Crown's title  
proved as raised. P. 180 Roberts. Para. 4 1623  
Act retains burden of proof. Kings title proved  
as laid.

A.G. v Hudson 1865.

A.G. v - 1881

Crown not to prove title S/C full of title.

General way of pleading para. 4 of S/C.

30 P. 286. H.M.

Have Title Deeds affecting southern portion  
for 1812 4 or 5 temporary Crown Grants, Reasons for  
Grants set out in each. No record to show those  
Grants ever included in the constituent parts of  
Batalie. On northern portion similar one can find  
grant except for 64 acres, one speaks of His Honour.  
Deed 1926 two people and defendant when purport to



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Proceedings

15th November  
1965  
(continued)

sell his 30 acres out of 93 acres of Crown Lands.

Sec. 148 of C.P.L. direct rectification.

Alleyne -

Joe on Demise of Wilson

V

Tenny - 1849 2 Supreme Court Reports 505 N.S.W.

Before passing of Act of James I - Crown compelled defendant to plead title specially. If ejection Crown loses special privilege. Statute of James I - if applies Statutory provision need not plead.

10

Ruling deferred

Plaintiff's  
Evidence

No.6

Jerome  
Robinson  
Examination

No. 6

JEROME ROBINSON

Jerome Robinson S.S. I am a Professional Associate of the Royal Institution of Chartered Surveyors. I am Crown Surveyor and Commissioner of Lands. I have been asked to produce a public map of the Island of Dominica dated 1776 certified by Joe Byers, Chief Surveyor Dominica said map or Plan being addressed to 3 commissioners for sale of land in the Islands including Dominica. Names of Commissioners are William Young, William Hewett and R. Winn. It is addressed to His Excellency Thomas Shirley, the then Governor of the Island of Dominica and Honourable William Stewart Esq. Lieutenant Governor, the Gentlemen of the Council and Assembly and to the Proprietors in General of Lands in the said Island. The Map is an original. Map is kept in Office of Commissioner of Lands and Surveys. (Alleyne objects to map being tendered in evidence on ground that it is not a public document. Court rules map is admissible). Map tendered admitted marked Ex. 1. On the map I see "this plan" same as Map "represents the figure of the Island of Dominica which in obedience to your instructions I have laid down by actual survey and describe thereon the boundaries of all the lands

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30

Ex. 1

10 sold, leased appropriated - or otherwise disposed  
of by your Board. The spaces on the Plan left  
unnumbered represent the lands remaining to the  
Crown which are still indisposed of the greatest  
part being very mountainour and uncultivable. We  
His Majesty's Commissioners for the Sale and  
disposal of land in the New Ceded Islands do  
hereby certify that the several lots of land in  
this plan marked 1, 2, 3 etc. are freeholds these  
numbered 1, 2, 3 with a star annexed are leaseholds  
the spaces left unnumbered represent lands belong-  
ing to the Crown not sold the greatest part being  
very mountainous and uncultivable. But it is  
essential to remark that the smaller spaces left  
unnumbered and which are encompassed by lands sold  
to the contiguous planters are deemed uncultivable  
and cannot otherwise be disposed of but to such  
planters without materially injuring them from the  
particularity of their situation, they are there-  
20 fore considered by us as appropriated to the use  
of the planters contiguous. The 3 chains around  
the coast are also considered by us as appropriated  
to the use of the contiguous planters except in  
cases where any particular spot may hereafter be  
found necessary for erecting forts or batteries in  
which case H.M. may erect such forts or batteries  
thereon without paying any compensation for the  
same. Signed Commissioners. Map dated 1776  
November 1. I see Grand Savanah on Map, it shows  
30 a Block House and Signal House.

In the British  
Caribbean  
Supreme Court

Plaintiff's  
Evidence

No.6

Jerome  
Robinson

Examination  
(continued)

Adj. to 9.30 a.m. 16/11/65

Resumed 9.50 a.m. 16/11/65

Jerome Robinson Xed. by Alleyne S.S. I swore  
yesterday that map shown to me was original map.  
It is more correct to say that the Plan is a re-  
production of the original Byers Plan, which was  
done immediately after Byers produced his own Plan.  
The plan was published by a Firm in London, S.  
Hooper, London, on 1st November 1776. That is  
40 source of my information. The proper depository  
for depositing Land Documents is in Land Registry.  
Individual lots of land surveyed by Byers are  
deposited at the Land Registry, for instance, there  
are actual Plans of specific portions of Land  
surveyed by Byers, lodged at the Land Registry,  
part of the Supreme Court, Registry. I have not  
found the Plan in Court or any original of it at

Cross-  
examination

In the British Caribbean Supreme Court

Plaintiff's Evidence

No.6

Jerome Robinson  
Cross-examination  
(continued)

the Land Registry. I don't know if Colonial Secretary or Government Secretary were the proper Depository of Public Documents. I do not know of practice of keeping authenticated copies of public documents at Supreme Court Registry for safe keeping. I am not acquainted the Registration and Records Ordinance. I am officer responsible for Crown Lands. It is now the practice for officer in charge of Crown Lands to be served with notices of surveys, this practice extends to surveys which may affect Crown Lands and not to all surveys. Have never had experience of surveys affecting Crown Lands. I have knowledge that the Crown may enter a Caveat. I have not had experience of conditions being waived in relation to disposal of Crown Lands. Am acquainted with method of landholding as far as Crown Lands are concerned - Crown Lands described in Ordinance. It includes all lands belonging to Crown, the Ordinance is more specific. I understand all lands owned by Government are Crown Lands. This Government hold lands under Title by Registration land.

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Re-examination

XXed by Mr. Niles - I am familiar with Crown Lands Ordinance 1961. Reproduction of Byers Map done in 1776. Am Crown Surveyor. Map oldest reproduction of Map in Dominica. Map dept in custody of Survey Department, Lands and Surveys Department. The map held in my custody.

No.7

Albert Matthew  
Examination

No. 7

ALBERT MATTHEW

Albert Matthew S.S. I am Legal Assistant to the Attorney General, Plaintiff in this action. I was instructed by the Attorney General to make searches in Registry in connection with this action. I conducted searches, I went through the Books of Grants, Deeds, Wills and Titles in the Land Registry from 1776 to 1965. I searched the best I could, I did job well, I had got to do. I found many conveyances dealing with Batalie Estate, I found what was referred to as original Batalie containing about 116 acres made up of various portions 82, 5, 10, 19 acres. I see

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Deed referred to containing 116 acres Deed M3 folio 349 dated 19th December 1794. (Deed tendered admitted marked Ex. 2) subsequent to acreage of 116 acres there were additions to the original Batalie (116 acres) of Crown Lands, first addition 12 acres, Deed H3 folio 13 dated 20th May, 1789. I produce it. Tendered marked Ex. 3. Later there were 2 other Crown Grants added, measuring 122 acres. I see Deed shown to me it is in respect of 122 acres No. B4 folio 330 dated 28th July 1804 with Plan. Tendered marked Ex. 4. There was a final addition of 42 acres, to Batalie Estate. There was a Crown Grant in respect of 42 acres. Batalie Estate is mentioned in all the Deeds to be 290 acres or thereabouts in some cases 292. In 1850 there was a sale by Public Auction to Theodore Gordon and Dr. John Imray bought Batalie Estate. Deed shows 290 acres D6 folio 438 dated 2nd September 1850. Deed shown to me is Deed (tendered marked Ex. 5). The constituent parts of Batalie are mentioned in Deed 42, 12, 122, 114 acres. Purchasers purchased as tenants in common. In 1857, Theodore Gordon sold his half share to Dr. John Imray (Deed No. H6 folio 303 dated 28th January, 1857, Deed tendered marked Ex. 6). Deed mentions Batalie as 290 acres. It mentions constituent parts. The next transaction was in 1862 when John Imray sold 2 pieces of Batalie measuring 53 acres and other 50 acres to one G.B. Blanc. (Deed for 53 acres K6 folio 346 dated 1st April, 1862, tendered marked Ex. 7). Deed for 50 acres No. L6 folio 116 dated 30th May 1862 tendered marked Ex. 8. In December 1862 Blanc sold back 50 acres to John Imray - Deed M6 folio dated 30th December, 1862, tendered marked Ex. 9. I found no trace of 53 acres being re-sold. The next transactions occurred in 1880, when Dr. John Imray died, he devised  $\frac{1}{2}$  of Batalie to William McIntyre and the other half to two of his sisters, Elizabeth and Margaret who were in North of Britain, Book of Will No. 19 folio 556 dated 20th December 1879. (Tendered marked Ex.10). One of the sisters died after, leaving her share to the other sister. Book of Deed F7 folio 863 - 866 dated 22nd March, 1916 refers to death of Margaret Imray in Scotland in 1890, and she bequeathing her share to Elizabeth Imray. Deed tendered marked Ex. 11. Deed is sale between Dominica Church Council and 8 members of the McIntyre family. William McIntyre at that time had  $\frac{1}{2}$  of Batalie and 8 members of McIntyre family

In the British  
Caribbean  
Supreme Court

Plaintiff's  
Evidence

No.7

Albert Matthew  
Examination  
(continued)

Ex. 5

Ex. 6

Ex. 7

Ex. 8

Ex. 9

Ex.10

Ex.11

In the British  
Caribbean  
Supreme Court

Plaintiff's  
Evidence

No.7

Albert Matthew  
Examination  
(continued)

had other half, by the end of 1916, estate owned by McIntyre family, in that Deed shows no acreage but refer to  $\frac{1}{2}$  Batalie. Subsequent to that there were gifts by some of 8 members of McIntyre family to other members. 3 abroad Bakers gave their share, to their sisters, 3 sisters had  $\frac{1}{4}$  share each, other  $\frac{1}{4}$  was held by 2 brothers. I see Deed K7 folio 213-214 dated 2nd August 1923 (tendered marked Ex. 12). I see Deed K7 folio 215-216 dated 2nd August 1923 (tendered marked Ex. 13). I see Deed K7 folio 573 dated 25th April, 1924 (tendered marked Ex. 14). All Deeds refer to gifts among McIntyre family no acreage mentioned in Deeds only fractional parts. The next transaction was in about 1941, when the McIntyre sold to Defendant and this deed mentions Batalie to be about 652 acres. (Deed No. Q7 folio 487 dated 31st May 1941 tendered marked Ex.15). My search took me to 1965. After 1862 transaction Imray - Blanc I did not find any accretions or purchases or Crown Grants to the 290 acres, no licences. I did not find McIntyres adding anything to their lands. Did not find any additions of land to the gifts. Found no additions to Batalie as to whole or component parts. I found 3 chains grant in my searches. I see Grant. Book of Grants 1855 Book 3 folio 355 dated 1st April, 1867 tendered marked Ex. 16. It shows a 3 chains grant of 66 yards. It is contiguous and adjoining Batalie Estate. I see Grant recorded in Book 3 folio 360 dated 15th April, 1865 tendered marked Ex. 17. This records two grants, one containing 1 rood and 32 perches, other containing 5 acres. The two pieces contiguous to Batalie Estate. Grants were in favour of John Imray. During my search I found a Deed C4 folio 283 made 1802 to the effect that John Laing Robert Reid and John Lucas bought portions of land which they formed into Batalie Plantations (tendered marked Ex. 18). I came across Deed S 5 folio 304-310 dated 28th March, 1839 (tendered marked Ex. 19). I also saw Deed S 5 folio 310 dated 6th May, 1839 (tendered marked Ex. 20). In this Deed Rose Levilloux sold Batalie Estate containing 290 acres to Theodore Levilloux. I see Deed shown to me it is transfer by Theodore Levilloux to H.M. Queen Victoria measuring about 290 acres. Book of Deeds V 5 folio 58-71 dated 7th July, 1841 (tendered marked Ex. 21). I see Deed shown to

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me it records an agreement between Theodore Levillous and Andrew Gordon Patterson for the sale of Batalie Estate comprising 290 acres or thereabouts, aforesaid entered on back of Deed B 6 folio 1 dated 24th July, 1847 (tendered marked Ex. 22). I see Deed recording sale between James Fraser and Joseph Terry Howe of Batalie Estate Deed B 4 folio 285 dated 16th April, 1804. (tendered marked Ex. 23). I see deed. Book of Deeds C4 folio 285 dated 11th December, 1804. This records sale between Joseph Terry and Robert Reid. Sale of Batalie Estate. Tendered marked Ex. 24.

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Adj. at 12.20 p.m.

Resumed at 1.55 p.m.

Albert Matthew still on oath. During my search I saw document in Book of Wills 23 folio 549 dated 27th March, 1920. It is Will of James Colin McIntyre giving all his Estate to his wife. (Tendered marked Ex. 25). I also saw another document found in book of Wills N 24 folio 165, dated 5th September, 1931. It is will of Annie Frances McIntyre giving her  $\frac{1}{4}$  share of Batalie Estate to her sister in Law Kathleen Annie McIntyre (Tendered marked Ex. 26). I found certain documents dealing with Commissions, with the 3 chains grants to all the contiguous owners of land, document shown to me is document it is a Proclamation found in book of Grants No. 2 folio 1 dated 29th March, 1853. (Tendered marked Ex.27).

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XXed. by Mr. Alleyne - I know saw true Batalie 116 acres. I am sure I read "true Batalie" in one of Deeds of Registry not in my learned leaders brief. I withdraw true Batalie. I never mentioned anything about boundaries. I did not search from Batalie River. I searched according to instructions, instructions made me search, made me move. There was portion of land measuring 42 acres. I could find no Deed for it. I included it because other document mention 42 acres. I got several documents dealing with Batalie Estate many of them stating Estate formed of many parts, as a result I presume there was a grant. I see Ex. 17, the 5 acres, it is contiguous to Batalie Estate, I see Plan attached, 3 chains - 5 acres contiguous to the Grand Savannah.

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In the British  
Caribbean  
Supreme Court

Plaintiff's  
Evidence

No.7

Albert Matthew  
Examination  
(continued)

Cross-  
examination

In the British  
Caribbean  
Supreme Court

Plaintiff's  
Evidence

No.7

Albert Matthew  
Cross-  
examination  
(continued)

I did not draw any inference from fact that 3 chains were contiguous to Batalie Estate. In my search I did come across a grant to Laing and Reid of 100 acres. I do not deny it was contiguous to the 5 acres (Ex. 17 - 3 chains grants) M 4 folio 473 - 1812. I found Deed C 4 folio 283 made 1802 to the effect that Laing Reid and Lucas had bought lands which they formed as Batalie Plantations. I see deed which speaks about 100 acres. (N 4 folio 473 1812) marked "28" for identification. There is another area granted also to Lionel Lucas referred to in M 4 folio 473, 1812, it does not mention acreage. I was searching to look for all transactions dealing with Batalie Estate, I thought 1812 transactions relevant. (Mr. Niles objects to question on witness being asked of relevancy, Mr. Niles states that Surveyor can give evidence, he is being called as witness). The transaction concerning grant of 3 chains was done in 1867, that was during Doctor Imray's ownership. The 3 chains were contiguous to Batalie occupied by Doctor Imray. It is not part of 290 acres. I made extensive search. I did not find document containing 42 acres. I did not find any document relating to sale of 53 acres but found for the 50 acres. Am Solicitor concerned in search. I did not find any unappropriated Crown Lands in the Grand Savanah in my search.

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Re-  
examination

ReXed. by Mr. Niles - I don't know Winski drew Map of Grand Savanah. I see 1812 Deed for 100 acres marked for identification. I came across document where 3 chains granted to persons who did occupy land contiguous to the 3 chains. I came across document showing that persons not proprietors of land contiguous to 3 chains given certain portions thereof under title of temporary occupancy. I did not find unappropriated Crown Land in the Grand Savanah.

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No.8

No. 8

Karol Winski  
Examination

KAROL WINSKI

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Karol Winski S.S. I live at Roseau. I am a Master of Science, Associate of Royal Institution of Chartered Surveyors. I was Government Surveyor Dominica for 15 years. Have

been in private practice for 3 years. In my official as well as private capacity I am well acquainted with Batalie Estate area. Last year I was asked by Dominica Government to conduct search. I made a search to find out all documents and plans for the land now occupied by Batalie Estate. I carried out search, a quite intensive search. I carried out search in strong room of Registry looked through Book of Deeds and Book of Grants.

10 I am in habit of carrying out searches in cases of disputed land. I know Batalie Estate it is in the Parish of St. Joseph, on West of Dominica. As result of my search, I drew a Plan (witness identifies Plan attached to Statement of Claim). The first lands that I found is coloured brown on the map, it is referred to in Deed M 3 folio 349 of 19th December, 1794. The original Grant was not found in Registry but in 1794 Deed I mentioned, it was mentioned land granted in 1766, to Matthew

20 La Coudre - 116 acres altogether. One portion is 82 acres (27, 42 and 13 acres of brown on map). These were Crown Lands. Adrien Conchary from H.M. 5 acres of land. Matthew La Coudre took this portion, 19 acres to Reine Avril from H.M. also purchased by Matthew La Coudre. Ten acres obtained by Marie Jeanne Roger from H.M. the 10 acres bought also by Matthew La Coudre. The description of the lots of land were given, I entered description of boundaries on my plan. I

30 used Byers Map for locations of lots, 27, 42 and 13 acres correspond by description to boundaries set out in Deed. Boundaries of 5 acres correspond with Plan. I found 5 acres on Byers Map. 19 acres correspond to Lot 7 on Byers Map, on my Map 19 acres boundaries correspond with what I got in Byers Map. The 10 acres reproduced on my plan corresponds to Lot No. 1 of Byers Map, the boundaries I have got them from Byers Map. The 116 acres shown on

40 Byers Map, 10 acres shown by Lot No. 1, 19 acres shown by Lot No. 7 with star. The balance 82 acres plus 5 acres represented by No. 6 written 3 times, the 3 sixes made up of 27, 42, 13 and 5 acres. First deeds or Grants were in 1766. These grants refer to 116 I don't know whether from that Deed it was at that time called Batalie Estate, 116 acres now included in Batalie Estate. Plan is Batalie Estate as it stands today. Inside of that I have constructed coloured portions from Deeds Grants and Plans some of the Deeds had. I began my search last year and completed search this year.

In the British  
Caribbean  
Supreme Court

Plaintiff's  
Evidence

No.8

Karol Winski  
Examination  
(continued)



In the British  
Caribbean  
Supreme Court

Plaintiff's  
Evidence

No.8

Karol Winski  
Examination  
(continued)

I have Byers Map, on map there is note, I know Crown Lands from note, from Legend (Witness reads note) (Mr. Alleyne points out this is subject to his objection as to admissibility of Map). All around 116 acres, on South and on East, there are unnumbered lots, they belong to Crown, on North there are numbered Lots 5 and 111 at that time they were not yet sold, they were Crown Lands. No numbers land which was condemned not to be sold not suitable for agriculture. The numbers north Lots 5 and 111 I have not found any grants for these lands, from description at that time it was not sold. These are Crown Lands. When 116 acres grant made in 1766 all land around it was Crown lands except the West where 3 chains left.

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Adj. at 3.15 p.m. to 17/11/65

17/11/65

Karol Winski continues examination in chief S.S. I see Deed B 4 folio 330, it consists of three pieces made up of 80, 7, 35 acres shown green on Plan. These 122 acres came out of what were Crown Lands. From the Plan attached to Deed and Grant I reproduced it on my Plan, shown green. I see 42 acres shown in yellow on my plan, on the plan attached to B 4 folio 330 at the bottom appears the Batalie Estate, I checked the area shown in yellow on my Plan it came to 42 acres. On the south of land granted in B 4 is Batalie Estate marked. The 42 acres fall between Batalie River and Grant in B 4 folio 330. On the legend referring to the yellow I see V 5 folio 55-57 of 1867, I saw the Deed. I see 12 acres shaded grey on my Plan, the 12 acres are described in Deed H 3 folio 13 dated 20th February 1789 with Plan attached. 12 acres is produced on my map grey, that corresponds with Byers Map, Lot 8 with the Star. That completes my evidence on coloured portion of Map. I have come across a lot of 3 chain grants. I see Grant dated 15th April, 1867. Deed (Ex. 17) has a Plan attached. There are 2 portions, one is 5 acres the other 1 rood and 32 perches, 5 acres is described in Deed. As follows "Land contains 5 acres which is equal to 19 chains in length". On plan one line was left out, there is no definite boundary shown on the southern part. I see original of plan in the record. I see a line on South part boundary of

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the land granted. While on plan attached to copy of the Grant line is not shown Line runs from West to South. What I want to say about the 3 chains is that the Plan attached to the Copy of the Grant does not show southern boundary of Grant but is actually marked on original Plan. The 3 chains are shown on my plan, attached to the Statement of claim. (Both counsel agree for witness to mark line on copy of Plan attached to Ex. 17). All coloured portions on my map except the 42 acres are original Crown Grant. I see the 2 maps shown to me. I drew them, they are same, one is not coloured. Both drawn by me. (By consent Plans tendered marked coloured one - 29A, uncoloured 29B.) I see figures 1, 2, 3, 4 on South of Plan (Ex. 29a), that is the Grand Savanah. The total of 1, 2, 3, 4 is shown uncoloured on my map attached to Statement of Claim and numbers 5 and 6 of (Ex. 29a) is shown as white on the Plan attached to the Statement of Claim. I have seen the deeds for these portions of land, they are mentioned on the Plan, except No. 4 for which there is no Grant found, it is referred to in Deed with plan attached at No. 4 folio 478. By consent M 4 folio 473 tendered marked Ex. 28. I see Grant M 4 folio 478 by consent tendered marked Ex. 30. I see Grant to William Anderson P 4 folio 301 by consent tendered marked Ex. 31. I see original Conveyance from Angelina Roger and Leonora Roger to H.D. Shillingford. Book L 7 folio 437. Tendered by consent marked Ex. 32. I see Grant to Mr. Roger B 4 folio 467 24 acres tendered by consent marked Ex. 33. These last 5 deeds are related to No. 1, 2, 3, 5, 6 shown on Ex. 29(a) and 29(b). These searches relating to Nos. 1, 2, 3, 4, 5, 6 made by me at the request of the Defendant. First coloured Map attached to Statement of Claim, represents documents of lands found relating to Batalie Estate. The other portions except 5, 1, 2, 3, 4 and 6, they are documents on names other than Batalie Estate. The other portions are granted to the names other Batalie Estate except 5. In Deed 55 folio 310, is lease of lands belonging to Batalie Estate, the coloured portions leased Batalie Estate, total 290 acres, that represents Batalie Estate, coloured portions on (Ex. 29a). I see Conveyance to H.D. Shillingford from Roger (Ex. 32), on the plan it is shown as 93 acres. I did not find original Grant for the

In the British Caribbean Supreme Court

Plaintiff's Evidence

No.8

Karol Winski Examination (continued)

Ex. 28  
 Ex. 30  
 Ex. 31  
 Ex. 32  
 Ex. 33

In the British  
Caribbean  
Supreme Court

Plaintiff's  
Evidence

No.8

Karol Winski  
Examination  
(continued)

93 acres. The Deed from Roger to Shillingford shows the boundaries, the 30 acres included in the 93 acres. Found no grant for 93, on Byers Map, the 93 acres shown as No. 15 and 111. Have Statement of claim, Map is represented in white. I left it white because the land was not included in Deed S 5 folio 310. I see Grant to M. Roger (Ex. 33) that is part of 50 acres granted in 1804 to Marie Victoria Roger. The 24 acres is western part of the 50 acres Crown Grant. In my searches I found what I have said about 1, 2, 3, 4, 5, 6 this was at request of Defendant. I see Ex. 28 relating to 100 acres, I saw a licence given in respect of Ex. 31 from Anderson to Cunningham I could not find any other licences or revocations or other transactions concerning these lands. I cannot remember whether Laing and Reid appear as owners of any land on Plan attached to Statement of Claim. All my searches were in respect of 1766 today searches made for Plaintiff and Defendant. During my searches for that period I have seen only document grant of 1812 for 100 acres in respect of Laing and Reid. I have seen only Grant to Peter LaRocque for 60 acres. I saw Petition of Anderson for licence for 60 acres transferred to Cunningham. In respect of 64 acres to Reid and Lucas, what I saw is referred to in M 4 folio 478. (Mr. Niles pointed out to court earlier the wrong plan is attached to 12 acre Deed Ex. 3, by consent correct plan tendered and attached 12 acre Deed). I see Deed V 5 folio 55-57 of 1841 it speaks of the 42 acres I have shaded in yellow on Map attached to Statement of Claim, by consent Deed tendered marked Ex. 34. I have noticed sales of 290 acres. I don't know who they were to, from 290, some 50 and 53 acres sold off. I see document shown to me, one document Ex. 7, 53 acres sold Blanc 1st April, 1862, next document Ex. 8, this is a sale by Imray to Blanc of 50 acres. Description of boundaries such I could not locate land. I see Ex. 9, a sale by Blanc to Imray of 50 acres from description about same 50 acres sold to Blanc I did not see any Deed for sale of 53 acres to Imray.

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Cross-  
examination

XXed. by Mr. Alleyne - I cannot remember if any coloured portions on map at one stage became freehold. I see Ex. 3 pertaining to 12 acres of land 1789 that was in free and common socage paying a quit rent of 6d. sterling for every acre

of land. I see bottom of page 5 of the exhibit. I see a condition there about seeking permission of Government before selling or assigning. I see Ex. 2 that is in respect of 116 acres of shaded portion of map, I see Page 11, this was for a term of years. I see Ex. 4 referring to 122 acres, it is a grant to James Laing, Robert Reid and John Lucas, I see the words "give and grant ..... situate in Parish of St. Joseph 122 acres." I included that in the coloured portion of Plan. I understand leasehold and freehold. I have not found other type of tenancy among documents relating to change for Leasehold and Freehold.

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Adj. at 12.30 p.m. for 2 p.m.

Resumed at 2 p.m.

Karol Winski XXed. still on oath. I did not find original grant for the 42 acres shaded yellow on my Plan. I did not find original grant for Reid and Lucas representing 64 acres. I did not find any conveyances relating to portions of Ex.33. I did not find any reconveyance from Blanc to Imray in respect of 53 acres. I did not search especially for it. I see Ex. 17 relating to 1 rood and 32 perches, and 5 acres. I see Plan attached to Statement of Claim. They are not contiguous to any of the shaded portions of Plan attached to Statement of Claim or either plan Ex. 17 Page 3. The eastern boundary of area measuring 5 acres is contiguous to the Batalie Estate yet they are not contiguous to the coloured portion. I did not find any conveyance from Lucas to Imray concerning the 100 acres (Ex. 28) Grant of 5 acres and 1 rood and 32 perches the grant dated 15th April, 1867; at which time Imray was owner of Batalie Estate. I have met quite a lot of cases where sale of land took place by delivering of possession without conveyance. I carry out searches often records are in bad condition falling apart paper is rotten, some books are mildew and black, some so rotten cannot turn page go in pieces. Some records impossible to find some impossible to read. To the north bounding with one Mde. Roger, I found grants but not for that piece belonging to Mde. Roger, that land is part of 93 acres (Ex. 29b).

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In the British Caribbean Supreme Court

Plaintiff's Evidence

No.8

Karol Winski  
Cross-examination  
(continued)

In the British  
Caribbean  
Supreme Court

Plaintiff's  
Evidence

No.8

Karol Winski

Re-  
examination

ReXd. by Mr. Niles - Some of the records are difficult to read impossible to find. I found those in 1800's more or less in order. Some Records I could read others I could not make out. Books were in wet place, not properly preserved, I could not read some, most of them could be read. Most mildew books are indexed, some are not indexed. Documents I found in relation to Batalie bad, a broken page or so but readable. I am satisfied that my findings representative of coloured portions of map correct as to boundaries and acres.

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No.9

Joseph Vaughan  
Jean Pierre  
Examination

No. 9

JOSEPH VAUGHAN JEAN PIERRE

Joseph Vaughan Jean Pierre S.S. I am Registrar of the Supreme Court, Dominica. I have been asked to produce file No. 12/41 by the Plaintiff and his advisors which file relates to Defendant's application by Howell D. Shillingford for a first Certificate of Title not to Batalie Estate, but in respect of all that estate lands and premises known as the Batalie Estate situate in the Parish of St. Joseph in the Colony of Dominica and containing 776 acres 1 rood and 12.08 poles, this appears on jacket of file. It was application for first title to Batalie Estate, that file contains among other things, (1) the form of Common Affidavit of applicant and Solicitor dated 22nd October, 1941. It was lodged with Defendant's request for issue of a Certificate of Title (2) An Abstract of Title accompanying the said request. I was asked to produce Certificate of Title to Batalie Estate. There is affidavit of Surveyor T.H. Shillingford, it does not show when Estate surveyed. Have a book showing when surveyors renew licences, but very few surveyors bother to get registered after they obtain licence from Administrator. I produce Certificate of Title tendered marked Ex.35. File tendered marked Ex.36.

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Ex. 35  
Ex. 36

Cross-  
examination

XXed. by Miss Charles - There is nothing in the file to show that it was advertised, but Judge never grants Title before advertisement.

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As Registrar I put Applications before Judge for passing as Registrar's duty to make sure application advertised before putting it before the Judge. The application was dealt with by the late Chief Justice of the Windward and Leeward Islands. After Judge granted application Certificate of Title (Ex. 35) was issued by Registrar. There is no mention in the summons served on me to produce Affidavit of Service of notice to Adjacent Occupiers there is such an Affidavit on the file, the last paragraph of Affidavit indicates Colonial Engineer on behalf of Government was served on 4th October, 1941. It is to my knowledge that Government of Dominica is frequently registered Proprietor in accordance with Title by Registration Ordinance. I have before me Book of Title H folio 132 in the name William Douglas Young Administrator of the Presidency of Dominica and His Successors in Office for and on behalf of the Government of Dominica. On that Title certain fees paid including Stamp Duty, Judicial Fees and Assurance Fund. Tendered marked Ex. 37. I see Book of Titles R 28 folio 28 representing Certificate of Title dated 16th June, 1939 issued to His Honour James Scott Neil as Administrator of Dominica, on that Certificate Assurance fund alone paid on it. Tendered Marked Ex. 38. I see Book of Transfers E folio 91. It is Transfer from Registrar Supreme Court to Administrator of Dominica, on that Stamp Duty and Judicial Fee were paid. At the back of Memorandum of Transfer there is a receipt for the Certificate of Title signed by Clerk to Crown Attorney. Tendered marked Ex. 39. I see Book of Titles R folio 128. It is a Certificate of Title dated 23rd December, 1941, issued to His Honour James Scott Neil C.M.G. Administrator of the Colony of Dominica and His Successors in Office for and on behalf of the Government of Dominica, there is Assurance Fund of 8/4 paid on Certificate of Title. Tendered marked Ex. 40. I see also R-154 it is a Certificate of Title dated 26th June 1942 in the name of His Honour James Scott Neil C.M.G. Administrator of the Colony of Dominica and His Successors in Office. Assurance Fund was paid 12/6. Tendered marked Ex. 41. I see Book of Titles O-139, it is Certificate of Title dated 21st March 1932 in the name of the Officer Administering the Government of the Presidency of Dominica (The Administrator) Assurance was paid on this Certificate of Title. Tendered marked Ex.42.

In the British  
Caribbean  
Supreme Court

Plaintiff's  
Evidence

No.9

Joseph Vaughan  
Jean Pierre

Cross-  
examination  
(continued)

Ex. 37

Ex. 38

Ex. 39

Ex. 40

Ex. 41

Ex. 42

In the British  
Caribbean  
Supreme Court

Plaintiff's  
Evidence

No.9

Joseph Vaughan  
Jean Pierre

Cross-  
examination  
(continued)

Re-  
examination

There is nothing on File (Ex. 36) to show applica-  
tion of Defendant for First Certificate was  
advertised. I see Gazette No. 47 of Monday 29th  
September 1941 second half of notice of the appli-  
cation appears also on 2nd half of Page 220,  
Gazette October 6, 1941 No. 48. Gazettes tendered  
marked Ex. 43.

Rexd. by Mr. Niles - Oldest of Grants tendered  
by me was in 1912. I see nothing in Certificate  
of Title to show whether the land was bought for  
the use of the Government or Governor except the  
words on behalf of the Government of Dominica. 10  
Latest document produced by me is R 154, 26th  
June 1942. In all these transactions the  
Administrators names appear on all of them. I  
cannot tell what percentage of dealings between  
1912-1941 these dealings represent. There are 6  
dealings in land with Administrators names on them  
between 1912-1942. I do not know how many  
similar dealings these dealings are representative 20  
of. I do not know every time Government buy  
lands. I am Civil Servant not member of Govern-  
ment. Government do not always register land  
they purchased under the Title by Registration  
Ordinance. When they buy unregistered land they  
put in Deed and not Certificate of Title. I say  
so as Registrar of Titles.

Adj. to 9.30 a.m. on 18/11/65

Resumed at 9.40 a.m. on 18/11/65

Joseph Vaughan Jean Pierre S.S. on Xxtion  
continued:

(Mr. Niles informs Court that he no longer  
requires Book indicating whether Surveyor who  
made survey of Batalie was registered as he has  
been shown a document by Mr. Alleyne which  
satisfies him).

I don't agree that there is no uniform system  
by Government of purchasing land. When govern-  
ment buys registered land they get a Certificate  
of Title when they buy unregistered land they  
register a Deed. I call this uniformity. I keep  
an index of dealings passing through the Registry.  
I will have index of Government Purchases and 40

Sales between years 1912-1942. I am unable to say what percentage of purchases and sales of land by Government these 5 Exhibits represent. (Ex.37, 38, 40, 41, 42). There are definitely more than 5 dealings in land by Government between 1912 and 1942. I did not look at indexes before I came in Court. I think there should be 10 or even more. I did not look at indexes I did not check. I have been Registrar of Titles since 1963. I only produced 5 Exhibits shown to me when brought into Court.

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Mr. Alleyne through Court - The old Deeds lodged with an application for a Certificate of Title are placed in an envelope and put in the same file as the application.

Mr. Niles informs Court that in relation to paragraphs 4 and 5 of relief claimed he has asked Solicitors on other side to produce.

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(a) letter dated 10th August, 1962 - Attorney General to Defendant

No reply.

(b) Another letter dated 10th April, 1964.

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Mr. Alleyne informs Court has copies of second letter to which is attached a copy of the first letter the original of which he does not admit receiving. As regards account, ignored request, notice to produce is undated but filed on 11th November, 1965 served on 12th November at 11.55 a.m. this is after case had commenced. Notice to produce is in respect of matters Court is requested to order in paragraph 37 of Claim. By consent letters tendered marked Ex. 44, copy of letter of 10th August, 1962 and Ex. 45 for original letter dated 10th April, 1964.

In the British Caribbean Supreme Court

Plaintiff's Evidence

No.9

Joseph Vaughan  
Jean Pierre

Re-examination  
(continued)

Ex. 44  
Ex. 45

Case for Plaintiff

Mr. Alleyne informs Court does not propose to open case. Calls on Defendant.

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In the British  
Caribbean  
Supreme Court

No. 10

HOWELL DONALD SHILLINGFORD

Defendant's  
Evidence

No. 10

Howell Donald  
Shillingford  
Examination

Howell Donald Shillingford S.S. I am a landed Proprietor and owner of Estate known as Batalie, I own Estate by virtue of Certificate of Title registered in Book of Titles R folio 126 (Ex. 35). I purchased Estate in 1941 and applied in the same year for a First Certificate of Title. I purchased it from the McIntyre family, I have been in possession since then. Prior to that I ran the Estate as Manager, from time of my father's death in 1919; prior to that I carried on as Manager for my father but my father was Manager. My father was Manager from my childhood, before 1900 and before that. I know section of Estate known as Grand Savanah, it was occupied before 1900 by the McIntyres as owners. It has never been out of the occupation of the McIntyres myself or my father. The Crown has never disputed my possession.

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Cross-  
examination

XXed. by Mr. Niles. - I was under Manager in McIntyre's time. Got on well with the McIntyres. I was working with McIntyres from 1919 until I bought. I have never seen any Titles to the Grand Savanah during the McIntyres' time, that was not my business. It may be before my time that there were Government Stations and Signal Houses I do not know ruins of Government buildings on the Grand Svanah put up by my father. I do not see any buildings there put up before my father's time McIntyres were people of some standing in community. Certainly people like McIntyres would have Solicitor once they need one. In McIntyres' time I didn't know if McIntyre could get Certificate of Title. I am not a Lawyer. I do not know if I am biggest landowner in the West of Dominica. I would not say so. I don't know what a possessory Title is. I understand possessory title to be Deed that gives possession of land. I know when one man sits on another man's land for over 12 years unquestioned he is practically the owner. I don't know whether McIntyres had a possessory Title or qualified Title to Grand Savannah. It is not my business to inquire whether they had any Title to the Grand Savanah. I was employed to them. When I bought Grand Savanah, it was not my business to see about Title, I put it in hands of my Lawyer. He would

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see to the Title. It is not my business to see that McIntyres have Title to the Grand Savanah or not. It is my lawyers business. I bought lands from the Rogers, I bought 30 acres more or less according to Deed, dated 30th April 1926. More or less does not mean 93 acres, the 30 acres bound with Batalie, I don't know I have Plan for the 30 acres. I see Ex. 29(a) I see a big "5" on the plan. I see 93 acres over the big "5". In that 10 93 acres lot is included the 30 acres I bought from Roger, evidently according to this. I see the big "6" on map, it is difficult to say if I own lands there without seeing the Certificate of Title. I don't identify big "6" on the Certificate of Title. I see the big 1, 2, 3 and 4, I call that the Grand Savanah they constitute the Grand Savanah. I see the Request for issue of a Certificate of Title in file (Ex. 36), it is signed by me, signature mine, dated 3rd September, 1941. 20 I see words "For the purpose of..... I hand in herewith the Title Deeds I hold ..... aforesaid". I see schedule.....attached." In the schedule I give one title Deed, I see figures written in ink, 1, 2, 3, 4. Only title I produced is conveyance from McIntyre in 1941. I cannot say if I presented more papers, this matter was in hands of my lawyer. Possibly it was only Deed I had, later I bought land adjoining it. I don't think I had any more deeds at that time. Lands I bought 30 from other people later. I bought lands adjoining lands outside of Batalie and later than May, 1941. I have never seen any papers older than Conveyance in schedule in fact I don't remember if I had seen them.

ReXtion declined.

No. 11

CLARINA JOHN BAPTISTE

40 Clarina John Baptiste S.S. I live at Morne Rchette, I don't know my age, I knew Doctor Imray, his house at Vieille, Will, Batalie. I knew Doctor Imray because my father used to supply McIntyres food every week. When my mother could not go to carry food she used to send me with food.

In the British Caribbean Supreme Court

Defendant's Evidence

No. 10

Howell Donald Shillingford

Cross-examination (continued)

No. 11

Clarina John Baptiste

Examination

In the British  
Caribbean  
Supreme Court

Defendant's  
Evidence

No.11

Clarina John  
Baptiste

Examination  
(continued)

My father spoke to Mrs. McIntyre and my father sent me to live with Mrs. McIntyre. I worked with them from time I was young girl until I became a big woman. My father used to be at Hobson Hall. I know Grand Savanah. Mr. Colin McIntyre used to take us there to gather cotton where all his workers were, Burke was his overseer. Sovie used to be his groom, he used to look after his horses and donkeys for him. He used to take them at the Savanah at Morne Alley and all about the pasture. They used to use Savanah up to Mrs. Son's boundary near a Ravine.

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XXed by Mr. Niles - I said horses and donkeys of McIntyres used to graze. Other peoples donkeys, horses cattle used to graze there. Ellis' father used to take theirs and bring them to Batalie to the pound. I have a good old age. I gave the lawyer my age, a paper I gave it to Lawyer Alleyne about 4 Sundays ago when he came to my home. I must go back home and bring my age. I can have 75 years. During the very first hurricane here I was a young child mother had to hide us under table. Don't mind my looks I had no strain. I have a good age. When I knew Doc. Imray, I was child I did not have breast yet. I then told my father I saw a nice "Bakra", he said to me he was the man called Imray, and my father told me he owned Batalie. In those days Imray's boat used to come in to Batalie to take lime juice. I cannot read and write I never went to school. I don't know when Doc. Imray died, he died abroad. I know Colin McIntyre, I used to wash his clothes. I knew Doctor Imray, it is not so I heard people mention his name, I knew him. Colin used to take me to Grand Savanah to gather cotton, it is not only in small parts of Grand Savanah would grow things, it was a big estate Grand Savanah has cultivation on it now. A person cannot plant small piece, person had to plant large piece. Cows were tied on Grand Savanah it was large Savanah planted in cotton. I cannot say how many acres were planted in cotton. I am not surveyor. The cliff is boundary of Grand Savanah on the West, on the North is take it from there and go up. Southern boundary take it from cliff and is up (Witness points to South). It is not my land I cannot tell you where boundaries are, it is owner of land to tell boundary. I cannot give you any idea of boundary of Grand Savanah.

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ReXtion declined.

Case for Defence

No.12

DEFENDANT'S COUNSEL'S ADDRESSIn the British  
Caribbean  
Supreme CourtMr. Alleyne Addresses

No. 12

Defendant's  
Counsel's  
Address18th November  
1965

The Defence consists of the following heads -

1. By the Statute Title by Registration Ordinance Registered Title is conclusive and not open to question in a Court of law except upon particular grounds - the relevant one in this case would be fraud.
10. 2. By the procedure used in this case the Crown's claim is in the nature of an action in ejectment and that the burden of proving Title is on the Crown and not on the Defendant.
3. In order to establish Title the Crown must aver and prove that the land is Crown land and unalienated. On the facts the land is obviously alienated but the Crown has not averred in the Statement of Claim that the land was unalienated to any and all persons.
20. 4. The Title by Registration Ordinance binds the Crown.
5. Assuming the Statute binds the Crown, the Crown has set up no ground for relief under the Statute and even assuming the Statute did not bind the Crown the Crown has set up no ground for relief under the Common Law.
30. 6. The Statute of 9 George III 1769 "Nullum Tempus Act" applies to Dominica, and 60 years adverse possession would bar the Crown's Title if the lands are Crown lands which is denied.

Laches.

Point 1 - Registered Title conclusive Title by Registration Ordinance Cap. 222, P. 2314 Definition of "indefeasible", it means that the conclusiveness of the Title cannot be challenged.

Sections 2(2) - First Certificate.

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(continued)

Sections 3 - The Title ..... Schedule.

One looks no further than the Certificate for the Title to the land.

Section 5 - and marginal notes - On issue of Certificate of Title ... Registrar.

Section 8 - Certificate of Title to be indefeasible.

Title is now being challenged - any authority for exhaustive inquiry indulged in?

Guest on Transfer of Land Act, 1890 - Victoria Statute P. 52 note (c) P. 53 on Section 69. 10

There are clear limits to extent of inquiry into conclusiveness of Certificate of Title - Nullity - forgery - fraud. In this case no fraud alleged. Counsel for Crown suggested para. 34 of S/C set up mistake error referred to is under Section 121 of Title by Registration.

Meaning of error wide.

Guest - P. 74-75 - Section 82 Victoria Act. Matter in discretion of Registrar. 20

The Assets Company Ltd.

P.C. case 1905 A.C. - 176 see P. 203 Para.2.

Courts Order - alleged error Registrar protected.

Fraud must be alleged - P. 210 - 1905 A.C.

Fraud must be specifically pleaded.  
Conclusiveness of Title in absence of fraud.

Assets Company - P. 212.

Their Lordships base judgment on the conclusiveness of Certificate of Title in the absence of fraud. 30

Adj'd. at 12.30 p.m. for 2 p.m.

Resumed at 2 p.m.

Mr. Niles points out to Court Mr. Alleyne cannot be heard on submission action not maintainable, cannot be heard on Statutory Limitations or Laches because he has in his Defence pleaded none of them.

Ord. XIX Rule 15.

Court defers ruling on objection.

Mr. Alleyne continues address

Conclusiveness of Register -

10 Hogg - Registration of Titles to Land 1920, P. 96.

Point 2 - Burden of Proof on Crown

On answer to objection of Mr. Niles Mr. Alleyne refers Court to Order 21 R. 21. Crown Proceedings Rules, S.R.O. 24/64 - Order 21 not affected in its application to Crown proceedings.

20 The Crown under Crown Proceedings Rules adopts modern procedure. Crown claims a Declaration - claim for possession, tantamount to an action for ejectment. Procedure between subject and subject applies to claim, which involves burden of proof on Plaintiff.

(a) Doe on The Demise of Wilson

V

Terry 2 Supreme Court 1849 N.S.W. P. 505  
508 & 513 Case deals with Statute 21  
James I cap. 14.

30 21 James I Scire Facias or Information of intrusion put Defendant to plead specially but after 21 James I Cap. 14 if Defendant had been in possession for 20 years Crown had to prove Title.  
This case considered in -

Attorney General v. Goldsboro 1889 Vic. L.  
Rept. P. 638  
Passage at P. 646-647.

Case of Wilson and Goldsboro discuss the applicability of the Statute of James to the Colonies P. 504 Wilson. If it is necessary to come to decision as to whether Statute applies or

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(continued)

not these are precisely circumstances which act was intended to apply - P. 509. Defendant not called upon to plead special action in ejectment action.

Hogg - Australian Torrens System 1905.  
P. 717. Grants, inferences from Grants references to last Grants - Crown in same position.

Agreement has two or more meanings .

Grant in fee simple -

Fee simple - all grants contain conditions. 10  
Hals Laws of 3rd Vol. 42 - P. 259. Paras. 364, 365.

All grants to A and heirs, in this case have sufficiently created estates of inheritance.

P. 271. Equitable Interest Para. 387.  
Conditions attached to estates in early 19th century did not alter the nature of the Estate because they do not abridge the right of disposal, in so far as they create right of determination and as act is necessary by the Superior Lord or Crown. 20

Attorney General v. Parsons 1956 A.C. 421

A grant of land once made continues in existence until it is by some process known to the law revoked or resumed by the Crown.

In re Broughton 1887 N.S.W. 178 - Chief Justice - 180

Defendant had nothing to prove, Plaintiff must prove his Title. Plaintiff tried to do that by complex and elaborate process. Plaintiff put before Court 36 Exhibits. Heard from witness Winski method of reconstruction was to take old Deed 1839 (Ex. 19). Throughout some of Deeds approved by the Crown there are references to leasehold plantations with the offensive condition against alienating without permission or licence and yet the main alienation 11 years to Laing, Reid and Lucas refers to them as owning the adjacent plantation contains a covenant for further assurance, but does not recite any permit or licence. The Crown have selected certain areas 40

for inclusion in Estate they wish to be known as Batalie and excluded certain other areas on grounds that are not clear or justified - e.g. area numbered I on Ex. 29(a) was held by the same partnership as held the remainder of Batalie Estate. In 1812 Laing etc all held two portions 1 and 4. No good reason for leaving at 1 and 4 out of Batalie Estate. Further have Crown Grants of 3 chains (Ex. 17). That is a Grant of Land adjacent to land held by Gordon and Imray. That would suggest Gordon and Imray held with full knowledge of Crown portions of "5" and 1, refers to Exhibit 24. Deed between Joseph Terry Home to Reid (Laing and Lucas) recites no licence or permit of H.M. to deal with the land. No legal distinction between lands said to be freehold constituting Batalie Estate and that said to be temporary occupancy.

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Defendant's  
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Mr. Alleyne refers to Ex. 28 (1) Refers to Ex. 3. Whether land occupied for quit rent or whether fee simple then the same principles apply. Failure in condition does not automatically determine the Estate.

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Refers to Ex. 17. Book of Grants 3 folio 360. No record found of 1 passing to anybody but in 1867 on Grant of 3 chains to Imray. 3 chains referred to as contiguous or adjacent to Batalie. Crown found no deed for 42 acres shaded yellow no grant for area by 5 and yet attached to plan of Ex. 17 a grant of 3 chains in respect of 1 rod 32 perches to the North of Batalie River we find a reference to land of Madame Roger inference is there was a grant of area 5 or part of it to Madame Roger. Crown had recorded in 1867, Byers plan marked in a certain manner. In the process of reconstruction in spite of proof of Mde. Roger's ownership to land and a Deed for the Rogers in 1926, Crown by reconstruction ask that entire 93 acres was unappropriated Crown Lands. Furthermore Crown traced sales by Dr. Imray of 53 acres and 50 acres. There was a reconveyance of 50 acres, abandoned 53 acres in reconstruction. Crown ask by reconstruction to hold that all lands which cannot be positively shown by their researches to have been granted to the predecessors in title of the Registered Proprietor therefore belong to the Crown. Submit Plaintiffs case completely falls to the ground when one takes the admission of the

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learned witness for the Crown that there was no unappropriated Crown lands. It is fact that lands 1-6 were appropriated. The legend on Plan 29(a) shows where to whom and how they were appropriated and according to the S/C para. 4. Plaintiff has refused to place their contention any higher than that these lands were not the..... "or otherwise" in respect of the said Batalie.

Crown not even alleging land is theirs.

Mr. Alleyne draws attention of Court to Sec. 22 of Evidence Ordinance Cap. 64 - Byers Map.

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Adj. from 18/11/65 - 19/11/65 - 9.30 a.m.

Resumed on 19/11/65 at 9.40 a.m.

Mr. Alleyne continues address:

As regards Lots 2, 3, 6 they are fee simple estates to the persons named, the defendant is in possession and has been for over 25 years before action and over 60 years. That the title of the defendant is a certificate, all his former deeds have been delivered up to the Registrar. It has been contended for the Plaintiff that the only document handed in was the one executed. Heard from Registrar it is customary to have old Deeds in envelope, envelope is not there, but that there were other documents is indicated at the back of jacket of Ex.36 (file) there is a receipt of Will and Probate of John Imray deceased. The applicant for a certificate of Title is entitled to rely upon his last conveyance of the Estate with the covenant for further assurance. He is not bound to list every document he submits. The point is that the interest of LaRocque, Anderson, Royer, Laing Reid and Lucas, if any survived were merged into the title in 1941, this would be matters inter partes.

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Yesterday cited from Hals. 3rd Ed. 32 Vol.32 on modified fee simple, that edition was revised by L.P. Act 1925 I now read from 1st Edition 1912 of Hals. pre 1925 Vol. 24 P. 168 para. 321. "An estate upon condition cannot ..... entry".

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Point 4 - The Title by Registration Ord. binds Crown.

Interpretation Ord. Cap.67 Sec.31 - No Ord.  
Not necessary to go to craises.

In the British  
Caribbean  
Supreme Court

Necessary implication -

No. 12

Attorney General v. Goldsborough 1889  
Victoria L Rep. 638-654. Dealing with Transfer  
of Lands Statute - based on Australian Terrens  
System Objects of Victoria Act same as Local Act.

Defendant's  
Counsel's  
Address

10 Above case referred to in Attorney General v.  
Dickson 1904 A.C. 273 at Page 275. Counsel for  
Respondent in argument.

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(continued)

20 Necessary implication arises from Cap.222 -  
(1) Definition of indefeasible P 2315 "the word  
also means - Colony" - Government must be  
controlled by Rules of the Statute. The Title  
created by T by R is a statutory title. The  
measure of its indefeasibility is the Crown  
guarantee, Crown guarantee is protected by money  
payment to the title to land assurance fund. It  
used to be Insurance Fund paid as Insurance Premium.  
30 Separate Fund started in 1940. On Secession of  
D/ca from L. Is. was amendment affected by Ord.  
19/39 - Sec.28. The fund paid now paid into the  
General Revenue Sec. 18 (4) - Crown takes benefit  
for warranty. I produced some Certificates for  
two reasons -

(a) One reason Crown enjoyed the benefits of  
the Ordinance, and held Crown Lands under it and

30 (b) The Crown itself paid the Assurance Fund  
and so any benefit from the insurance which would  
have been of some benefit while the fund was  
separate. By some strange trick, Crown has  
amendment passed in 1958 Ord. No.8. exempting the  
Crown and the U.W.I. from payment of any fees  
under subsection 1 of section 18. How can you  
exempt self from payment of duty if you don't  
have to pay it?

40 (2) Crown enjoys the protection of Caveat by  
itself or by the Registrar should any one attempt  
to have dealings with land in which Crown has  
interest.

Point 5 - Crown set up no ground from which  
it could claim relief.

In the British  
Caribbean  
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No. 12

Defendant's  
Counsel's  
Address

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(continued)

(a) No allegation of fraud Assets Coy Ltd.  
1905 A.C. - 199,202.

Rights of Crown being contested.

Two cases discussed.

Solicitor General v. Trally

Public Trustee v. Registrar General of Lands.

Statement in Hogg P. 103 Sec.2 Rights of the  
Crown.

Whether Crown is bound or not by T by R. How  
does Crown move to disturb a Statutory Title. 10  
Crown must proceed according to some law. I refer  
to statement in -

AG. v. Goldsborough - P. 645.

Statement - The Statement of claim.....cancelled.  
No ground for forfeiture, mistake, no allegation  
of false suggestion.

Point 6 - Whatever Rights or wrongs of  
situation Crown is out of Court. 60 years past  
out of possession for ever 150 years. Descendants  
and predecessors in Title in possession for over 60 20  
years. Not saying defs. Title purely possessory.  
To maintain defence "Nullum Tempus" Act applies to  
D/Ca to amend Statute of James I.

Chitty's Collection of Statutes Vol. 3 P.63.  
Statute of William IV - Limitation Ord. does not  
bind Crown. Statute George III and James I bind  
Crown applicable in Dominica. James I Statute  
capable of being applied to D/ca whether settled,  
conquered or ceded. Statute of George III.  
Dominica referred to in Proclamation of 1763 Act 30  
found beginning of Vol. 1 old Laws of D/ca P.71  
Vol.1.

Let us treat Dominica as conquered, Proclama-  
tion extends law of England to Dominica until  
Assemblies once been formed, Statute Law of  
England ceases to have any application, until such  
time Law of England Statute and Common Law will  
continue to extend. Not necessary to pin point  
when process would cease, in certain cases there

are declaratory acts, none in Dominica.

Law of Dominica 1763-1842

10 Proclamation declared null and void purported setting up an Assembly for Dominica by Grenada Governor established. The Council and Assembly of Dominica anything done before declared null and void - June 21st, 1775 dated 7th October 1763. As matter of principle until constitutional instrument took effect inhabitants of Dominica assured of protection of English Law with usual proviso suitable to Colony if that is so Statute of George III binds Crown, Crown cannot disturb adverse possession.

Ceded or Conquered English Law does not apply. Mde. to apply.

20 Laws of England apply to Dominica there is certain date of reception - Statute Law. To remove doubts declaratory act. Left to instructions in Dominica. Date could be 1763, it is 1763 because proclamation extending English Law in October 1763 went on to say until Assemblies have been set up. First Assembly 1775. 1763 Law extends.

No one knows when Leg. Co came into being and assuming that happened between 1763 and 1775 was declaration null and void? Attorney General v. Bristol 1881 L.J.P.C. - P.D.A. Vol.50 - P.15 - 1886 A.C.

30 Not necessary to make a Declaratory Act, for Nullum Tempus Act to apply.

No. 13

PLAINTIFF'S COUNSEL'S ADDRESS

Mr. Niles addresses

On last point made by Mr. Alleyne. A.G. v. Bristow 1886 A.C. 143 that case is dealt with in A.G. v. Love 1898 A.C.P.683 makes mention that counsel for defendant (on other side of Crown). In case of A.G. v. Bristow, admitted 60 years

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Caribbean  
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No. 12

Defendant's  
Counsel's  
Address

19th November  
1965  
(continued)

No. 13

Plaintiff's  
Counsel's  
Address

19th November  
1965  
(continued)

In the British  
Caribbean  
Supreme Court

No. 13

Plaintiff's  
Counsel's  
Address

19th November  
1965  
(continued)

adverse possession bars the Crown.

Laches do not bind Crown. Mr. Niles informed that Mr. Alleyne did not address on Laches.

Robertson Crown proceedings by and against Crown P.577-578.

Mr. Alleyne's ground I-I submit when he says that, he is in effect saying that the Plaintiff's case is not maintainable Ord. 19 Rule 15 - 1912 S.C. Practice 1907 Rule same. Rule is of general application. Defendant should have pleaded as in above order. Deft. out of Court on ground II. Should be judicially ignored. Note however what should be pleaded Statute of Limitation.

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Bullen and Leake P.49-50 General Law applicable between subject and subject. I submit that this Order also does not apply to claims as alleged by the Crown. The recent Crown Proceeding Rules 24/64 S.R.O. do not change these Orders. We allege lands claimed, 486 acres belong to the Crown. When they say in their reply the Deft. is in possession you will notice in Reply what is stated. Crown never out of possession.

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Bacon's abridgement.

If Crown never out of possession deft. cannot plead subject is in possession until he parts with them by some grant or Statute.

Coke on Lyttleton - 41b, 57b, 227b.  
2 Bingham M.C.P.587.

Doe on demise of Watts v. Morris, Revised Reports 587 Vol.42.

30

(a) Counsel's submission King can never be put out of possession by wrongful entry of subject. Burns abridgement of prerogative E.6 Elgill v. Archbishop of York 1 Hob 322 P.593.

(b) In the course of the argument .....  
..... point".

Order 21 rule cannot apply to subject matter of this suit.

Adjourned at 12 noon to 1.45 p.m.

Resumed at 1.45 p.m.

In the British  
Caribbean  
Supreme Court

No. 13

Plaintiff's  
Counsel's  
Address

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1965  
(continued)

Mr. Niles continues address:- Mr. Alleyne replied to definition of indefeasable at P.2314 of T by R Ord. to prove deft's title is conclusive. My submission is as before, some of this Ordinance binds the Crown. He particularly developed bottom part of some dispute arising between a registered proprietor "and anyone justly aggrieved by the issue". As usual law passed by Government of the Colony for the welfare of its subjects, wording and indeed context, could not possibly be construed in the light of the leading authorities on the matter, it does not mean Crown is bound by this definition of "indefeasable". Defendant goes on to say that T by R can only be impeached on ground of fraud and that if Plaintiff wants to maintain an action would have to allege fraud in an action of this kind, all of this does not bind the Crown, similarly Section 2(2) of T by R, Sec.3, Section 5, Sections all speak of indefeasability of certificate do not arise having regard to legal authorities. After reading definition of indefeasable to show conclusiveness of Title under T by R Ord. learned friend goes on to ask if there is authority for exhaustive inquiry indulged in, made reference to Guest on Transfer of Land Act 1890 P.52 - reads from Sec.69. This is an Australian Act dealing with Land Transfer Act in Victoria. In Dominica however kindly we might have Dominica T/R Ord. is more or less taken from the Australian Torrens System such wide references are not good enough for dealing with specific points of construction dealing with points on the D/C T/R Ord., except there is produced copies past or present of the said Australian System which gave birth to the D/C T/R Act because among other things cannot take judicial Notice of any Statute or Section of the Australian System, it should be produced in Court as mother of Dominica Act are not good enough. Besides the Australian System is not one set of laws they are 3 or 4 sets, N.S.W. has own Title dealing with T by R, Victoria has own, Queensland etc. Unless Mr. Alleyne can point out that Sec.69 of Australian Transfer Act of 1890 is word for word or is even in very essence corresponding with section similar or somewhat similar to the D/Ca Act, all these readings of these foreign sections and cases cited thereunder are valueless except some of them can be brought into

In the British Caribbean Supreme Court

No. 13

Plaintiff's Counsel's Address

19th November 1965 (continued)

line with some existing English Statute or case on precise Dominica Section. As an Australian cannot rely on Victoria Act as any Guide to Dominica statute as a whole e.g.

Attorney General v. Goldsborough shows at P.662 and 663 that the Crown is bound by provisions of the Land Transfer Statute which in this case deals with Land Act of 1884 (Australian) some of decisions based on the Australian Land T Act but others based on the Transfer Land Statute of Victoria. As some kind of key for whatever it is worth these two Statutes, I cited at P.21 of Hogg 1 20 last paragraph. "Real property Acts". I have already cited to Court two fundamentals errors in the work of an academic lawyer, that page 18 deals with "31 jurisdictions .....") book good general guide. As Textbook not reliable. But will use it for whatever it is worth.

10

The 1915 Land Transfer Victoria Act different from the Act cited in the case of A.G. v. Goldsborough 1862. Unreliable to use Sec.69 and Victoria case as general guide, the many sections of the local Ord. can be construed.

20

No necessary implication Goldsborough case, the Crown is bound expressly.

P.654, of use of case. Transfer of Land Statute - Read.

A.G. v. Magdalene College Case. Craies on Statute Law - examine whether proposition is in keeping with "Statute binding the Crown without special mention P.438. Quote outside Dominica, Provision P.438.

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Don't know if there is provision like section 31 of Interpretation and General Clause Ord. This section of Dominica Acts contemplates two things -

(a) No Ord. shall in any manner whatsoever effect the rights of Crown except it is therein expressly provided or

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(b) Unless it appears by necessary implication that the Crown is bound thereby.

In Craies the Magdalene College group of cases are quite outside and apart of the heading "The Crown is bound if named by necessary implication" 422. Mr. Alleyne's submission on Goldsborough case falls by wayside having regard to authority as set out in Craies. Long before in English Statutes Common law enshrined in Dominica law King not bound by any Statute unless so mentioned. Bacon's Abridgement Vol.6 p.464 have cited number of cases to show not bound unless expressly mentioned.

10

See opening for cases.

Same thing applies to Sections. Only in these sections where Crown is mentioned bound. Law 5 examples of T by R certificates brought out and put in evidence. Sec.27 (1) Cap.5 to say Flouts Section 31. Example cover year 1912-42. Registrar could not say what percentage of Government Registration under this Ord. they represented. Tried to prove custom section 31 Common law before enactment 27 (1) was also Common law long before enshrined in English law. A.G. v. Dickson 1904 A.C. 273, 274. Mentioned under Rights of Crown in Hogg.

20

Look at English Land Transfer Act, re adopt it have already dealt with in opening.

Jenks Civil Law Vo. 2 P.708 - Land Transfer Act, 1897.

English Authorities nearer to Dominican than Goldsborough case.

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Both at Common Law and English Law said sufficient in fact no Statute binds Crown except expressly mentioned by T by R.

Necessary implication - Craies - P.424.

P.216 - Princland Nathan & Coy Ltd. v. Land Officer 1963, 1 A.E.R. 216.

Case reaffirms principle stated in Bombay Province v. Bombay Municipal Corporation P.58 A.C. 1947 P.222 of Nathu - P.221 Privy Council. Cooper v. Hawkins - 1904 2 K.B. 164 P.49 Glanille Williams Crown proceedings

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Not bound to plead fraud but if Crown wished to plead fraud could come under 27 (1) of C.P. Ord. This action is between Crown and subject not between subject and subject not bound to plead fraud.

Section 121 of Cap. 222.

Mr. Alleyne's reference to Victoria Act does not apply.

Adjourned to Monday 22/11/65 at 9.30 a.m.

Resumed Monday 22/11/65 at 9.30 a.m.

10

Mr. Niles continues address:- In furtherance of argument on fraud other side also cited at length from the Assets Co. Ltd. v Mere Roihi 1905 A 176 P.C. N.Z. Case. dealing with consolidation of New Zealand Land Transfer Act and Native Land Acts. Altogether N.Z. Statutes are in a very confused state except you can place Act before one from which I am assumed to take analogy by way of construction are not helpful P.C. Case take it and read over contemplates subject versus subject. Two parts of Judgment in no way concerned with relationship of Crown v. Subject Hogg P.474 Note cannot take judicial notice of the Act of the N.Z. legislation on which Assets Coy case is based. This case is only construction of a few section of 2 or 3 N.Z. Acts.

20

This case does not relate to the principle of Crown V. Subject referred to.

Bottom of P.196-197 same Assets Coy, are between subject and subject infer from that that does not contemplate Crown v. Subject Page 199 para. 2.

30

Fraud Statutory possession as between subject and subject 210-212 of report.

By paragraph 34 speaks about mistake.

"Hogg R.T.L. 129,1920 Ed. notwithstanding .....fraud".

Lake Yew v. Port of Saskatchewan Rubber Company 1913.

Footnote 2 - See my statement of Claim para.34

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10 Were true facts shown to Registrar? No - see  
Application file Ex. 36 P.10. Abstract of Title.  
Para.20 S/C - 29 acres. Para. 22, 23 S/C. Sale  
of 53 and 50 purchasing back of 50. When Imray  
died would have had 243, cannot find other  
document. No continuing deed to show Imray added  
to 290. Should there not be some intervening  
document to show how 290 travelled to 652 acres  
and later to 776 acres. Their answer books are  
missing, documents are missing, documents 1880-1916.  
Title is not a good root McIntyres gave deft.  
assurance of Title, no man can give more than he  
has. In evidence that McIntyres of standing in  
community, would have had legal advisers. Did  
not get more and above 290 as qualified title or  
possessory title? I adopt Justice Wills said  
20 "General rule of law is that no one can transfer  
a better title than he himself possess", Nemo dat  
habet.

(Broomes v. Legal Maxims) 5th Ed. P.470 P.98  
of Hogg - cannot get more than predecessors had.  
Deft. not even a successor to one registered with  
a qualified or passing Title to the 486 acres.  
When put 2 paragraphs against what I am saying  
then the McIntyres' as to part or whole had any  
title to all lands in Deed or acreage they  
purported to sell.

30 Request for issue of Certificate cannot be  
considered by itself must be related to the big  
vacuum between paragraphs 1 and 2 of Abstract of  
Title.

Schedule should have started off with being  
290 acres and then gone on to show how other lands  
acquired. Note "Other lands the property of the  
applicants being added."

40 Any evidence McIntyre owned Grand Savannah?  
Evidence of Clarina John Baptiste. Ex.11 - Imray  
died in Dominica. She was brought to say more  
than she knew. Woman brought to show link  
between Imray McIntyre Deft. She states she is  
75. When Imray died would be 75 years old. Only  
witness to say whether McIntyres owned Grand  
Savannah. Grand Savannah stretches to Ravine  
yet does not know the boundaries. Deft. himself

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said not his business about looking for Grand Savannah documents, lawyers business. Reject testimony of Deft. Dodgy evidence of deft. cannot be relied on.

What are amounts for further assurances: referred to by Mr. Alleyne (see Ex.9) covenants dealt with in Jenks English Law Vol.24th Ed. para.1357 p.702.

(Covenants for Title) dealing with Secs. 76 and 77 of Eng. P. Act Burden of proof not on Crown Ord. 21R is not in any way changed by S.C. Rules, 1964 Crown Proceedings Ord. Agree there is no change. No change is necessary because the original Rule 21 never meant to be applicable to the Crown and subject.

10

The permission of deft. to use defence para. of their defence is only allowed in (a) by the specific provisions of section 1 of 21 James (b) only applicable where an information of intrusion was filed by the Crown.

20

As a matter of fact 21 James opens with these words. P.576 of Judgment of Sir Alfred Williams -

Emerson v. Maddison 1906 A.C. P.576 An Act....  
.....general issue. Formerly at P.180 Robertson  
on Civil Proceedings against the Crown. P.180.

Information of Intrusion P.269 - 270 -  
Robertson P.577 of above case P.579.

In dealing with Crown 21 James does not apply.

Procedure has taken its place set out in  
Sec. (1) of Crown Proceedings Act.

30

Mr. Niles refers to Mr. Alleyne's point 2. I say from (1b) burden of proof is substantive law and nothing to do with Procedure laid down on 1(b) of C.P. Rules. Plead as defence in para.2 because the enabling power has gone 21 James gone back on Robertson, Kings Title proved as laid.

Burden of proof substantive law. Mr. Alleyne cited case:

(a) Doe on demise of Wilson v. Terry 1849.

(b) Attorney General v. Goldsborough 1889

(c) Hogg's - no legal guide

(d) Mr. Alleyne I gather made points from reference above.

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10 1. If deft. in possession for 21 years or more Crown has to prove title and would not force deft. to plead specially it was mainly necessary for the defendant to say that he is in possession. I submit 21 James Cap. 14 used to be an Act regulating procedure only where it existed has nothing to do with substantive law. (taken from Madison I adopt it). As to difference between substantive and adjective or Procedural Law Phipson 10th Ed. 1963 - Pl.

20 2. The natural construction of 21 James is that it regulates procedure and the effect of this Act was to put a person against whom the Sovereign had filed an information of Intrusion on the same footing as a defendant in an ordinary action of ejectment if the Crown had been out of occupation for 20 years and to allow him like a deft. in an ordinary ejectment to retain such possession as he had at the date of the filing of the information of intrusion until the Title of the Crown had been tried and found and adjudged (Adopt as my own). When this Act was in existence and even now the Crown had to prove title like the ordinary subject. "It is no higher than tried and found or adjudged for the Sovereign."

30 3. Once no information of intrusion has been filed there is nothing for 21 James to operate upon. P.577 para. 3 Emerson v. Madison p.577 goes on to show the Act is only tied on to information of intrusion and nothing more. Information of Intrusion having fallen into disuse law abolished in Dominica, it is therefore difficult to understand submission from other side that 21 James applies when it can only operate in terms of filing an information of intrusion.

40 4. That 21 James did in fact allow deft. as against the Crown when claiming its lands to admit the subject to plead the general issue in information of intrusion brought on behalf of the King. Sec.1 of James however shows that it was

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at the deft.'s discretion. Sec.1 Act -  
"Deft. or defts. .... specially".

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But it must again at this point be emphasised that all this kind of pleading is only statutorily prescribed when information of intrusion has been filed by the King's (Adopt as my own).

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5. Up to the time of decision of Emerson v. Maddison 1906 A.C. 569 some Colonial Courts had been misconstruing; 21 James construing it as an Act of Substance rather than as one of procedure. Which Judgt. at P.579 makes reference to the earlier judgt. of A.G. v. Corporation of London.

10

All quotations by Mr. Alleyne from Goldsborough, the Australian System, Doe on the demise of Wilson v. Terry Hoggs reference.

All those constructions must be read subject to this authoritative statement in Emerson v. Maddison.

6. In any event 21 James could not apply to this instant case. No information for intrusion has been filed or could have been filed. Information abolished in D/ca. It is difficult to understand therefore how with the abolition in effect and actually of information of intrusion Mr. Alleyne can seek to retain that portion of Sec.1 of 21 James which used to give deft. as against the Crown the right to plead only if deft. so cares deft. is in possession. King in Possession De Jure subject de facto. All Crown has to do is to fairly satisfy Court land claimed in S/C still belong to Crown as always since 1763 when island called to the English how thoroughly Crown did this.

20

30

No defence to the action paras. 1 and 2. If hold Statute does not bind Crown para. 1 falls flat. If court also holds or agrees with my submission in respect of what I have said of deft's ability to plead defendant is in possession of the said Land para. 2 of Defence goes. No Defence.

Para. 3 of Reply - Did not take deft. by surprise. Even their defence could have aksed leave to amend defence and plead specially.

40

Adjourned to 9.30 on 23/11/65

Resumed on 23/11/65 at 10.05 a.m.

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Mr. Niles continues address:- The Crown has to offer evidence sufficiently convincing to Court to show lands Plaintiff claims are Crown Lands, so that action may be tried found and adjudged in favour of Crown if evidence convincing I used words in contrast to the Crown having to prove title. Submits in the case plaintiff has done this abundantly. We have shown a series of things. At Treaty of Paris all land in Dominica belonged to Crown Commissioners appointed to distribute this land to people felt for by Crown as worthy of land. Shown entire Batalie area of 776 acres before first grant of 116 acres in 1766 were Crown Lands. That is shown by Mr. Winski pointing out constituent part of 116 acres on Byers Map. Showed according to Byers Map that all 116 acres according to documents listed in para.8 of S/C were Crown Lands and this further confirmed by Winski ability to relate these to Byers Map of 1766. So that the only piece of Batalie shown on Byers Map of 1776 would be the 116 acres granted and in part taken over by Matthew La Coudre. Winski further showed from Byers Map that all round 116 acres were Crown Lands and not only that it is significant to note he gave boundaries of the constituent parts making up the 116 acres. Winski showed in Byers Map (a) empty spaces (b) lands marked with "star". Latter represented Crown Lands not yet granted or apportioned. Next grant was 12 acres which is registered with a Plan, para. 9 of S/C. Document mentioned there. These 12 acres Winski also related to Byers Map. The next two pieces added to Batalie were in 1804-122 acres consisting of 3 portions registered with a Plan in 1804 (Ex.4) defining most clearly the boundaries of the 122 acres. Lastly come to other piece 42 acres described in V5 Ex.4 as being on Batalie River. No Grant was found for this this will recall Winski also related this to Byers Map. Winski not examined on Area shown in documents mentioned in 8, 9, 10, 11 of S/C add up to 290 acres, referred to in documents after the last piece of the 292 acres ~~were~~ added 290 acres more or less, no other document following, without going to any further detail refer you to the documents set out in paragraph 14, dated 28/3/1839, para. 15, 16, 17, 18, 19, 20 all one after the other show Batalie as

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containing 290 acres, not only do they recite 290 acres ad nauseam but in each case represent component parts 42, 116, 122, acres, but in some documents we find some description for 116 acres as 114 acres. No change with 12 acres and 42 acres. Leave out the 3 chains grant this brings up to purchase of Batalie in 1850 - half and the other 1867. Any documents when he purchased last half find constant reference 290 acres, made up of 42, 12, 122, 114. Paragraph 22 shows document total acreage of 290. Imray sold 53 acres 17 perches and 50 acres. Then we find by M6 fol.635 mentioned in para. 23 that by December 1862 Imray bought back 50 acres from Blanc. No reconveyance of 53 acres. (See para. 23 S/C, at back P2 of Ex.9 (M6F) mention 176 as Freehold. 114 of 116 acres and all documents referred court to paras. 12-20 described as all that Leasehold Plantation. If add freehold to leasehold will get 243 acres. 10

No evidence whatever during Imray's life any land added to Batalie only inference is at death still had 290 acres. Ask Court to bring common sense to bear on this if Doctor Imray would accept deed for 290 acres knowing that he owned also the 100 acres of the Grand Savannah (vide 3 chains grant) also big 5 against common sense that like Imray Solicitors would accept Deed for 290. No positive evidence led on this, by cross examination suggested as account of possession of the 3 chains grant to 100 acres No.1 same and 5 up North, they suggested that No.1 belonged to Imray and 5 to Roger. Whilst on this point Winski said as far as 3 chains grant the South there is no line to show how far the 3 chains grant extended. Winski put in line. If look at Winski's drawing of S/C map (see next page) Map and if refer to 100 acres grant, even this suggestion fall to ground, Map does not show 3 chains grant came near to 100 acres of Roger. No evidence led on 3 chains grant by defendant. From Imray pass to all transactions shown in para. 28. Documents in evidence. Important to note that no additional acreage added after Imray's death either to the component parts it was at one time divided between McIntyres after the reassembly. Transfer and Sale of Estate between 1916-1924 which includes wider period of 1880-1941. Intensive search of Winski and Matthew no additional acreage added to coloured 290 acres. What we find is 20 30 40

without any evidence at all. McIntyres owning the Grand Savannah in big 5 and 6 and again without any additional lands bought by McIntyres or gifts they jumped from 296-652 in 1941, 652 jumps in 1941 to 776. Grant all North and all South after 290 acres cut out belong to Crown, subject to any dealing specifically with construction of documents ask to hold that the Batalie of today is still 290 acres showed coloured and to hold 1-6 still Crown lands, there being no evidence whatever Crown at any time by way of Grant, dedication, demise, licence or any kind of transaction or document ever gave any of 486 acres to any predecessors in Title of Batalie. Say in title because people to whom 100 acres granted in 1812 once owned Batalie, in deed, the document showing the Grant of 100 acres to them as one of temporary occupancy shows at the time of this Grant in 1812 Laing and Reid (Ex.28) M4 473 were already owners of Batalie.

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As regards the witness Matthew saying he did not find any unappropriated crown lands in his search. I say this must be read in the light of his total evidence the witness obviously meant he did not find any lands appropriated to any previous owner of Batalie and was not referring to the Crown Grants 1-4. Have also shown in all transactions sales purchases except the Imray Blanc transactions, there have been no addition to the Batalie Estate the 290 acres from the time of Imray down to the time defts. bought in 1941 submit paragraph 4, 27, 30 have been fully proved. Other side wanted me to say there was any grant in Grand Savannah, what Crown is saying is that no Grants to predecessors in title of Batalie Estate. Other side state once Grant made in Grand Savannah whether to predecessor in Title or not it is Grant from Crown 12 years. Crown Lands only go the Granted when Grantee dies or taken from him land went to Crown Grants came under Kings prerogative not under law Crown takes from subject. P.460 of Vol. 6 Bacon's abridgement headnotes prerogative. (How law differs as to the King - Crown Property) P.388 - Index. Grant Big I. First let us see how deeds and other instant laws of England Vol.10 P.438 1st Ed. "Instrument must be construed as whole", See also footnote (R) (S) ask you to into fee simple. Vol.34 1st Ed. Hals. P.321 - Creation of Estates footnote (c) - Coke and 21(b), 218(a). Very wording of Coke on Lyttleton on which



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paras. 321-322 based could not permit Court to raise fee simple, contemplates estates between subject and subject has nothing to do with Grants made by Queen insult to judicial ability of Court to ask to erect grants into modified fee simple. I ask to look at Ex. 28, 30, 31, 32, 33, P.1 of Ex.28-6 lines at bottom - 2. Note language of Deed. Letters Patent to occupy temporarily Ex.31 conditions are same as in the Grants made in the same year on Map in Ex.2 - was able to erect, big 4. It is strange that H.M. Solicitors and Provost Marshal when Estate in debt they accepted documents exclusive of Big 1, 2, 3 and 4. Grants made 1812 no mention they are grant of Batalie Estate. Look at big 5, 93 acres related to 5 and 111 of Byers Map Crown Lands again. No grant. These two people purport to sell Deft. 30 acres in 1926.

10

Look at Big 6. Grant of Crown Lands, neither 5 or 6 ever granted to predecessor in title of Batalie still Crown Lands. Big 6 regular grants per King George III Ex.33, Grant in 1804. Strange not included in Batalie. Winski's evidence unshaken, Mr. Alleyne approach to it two angles. Deeds rotten, unreadable. Deeds are readable. My learned friend said once a grant of land is made continues in existence ..... Crown - In re Brouter, no attempt is made to relate this section to any D/C section or to D/ca Act as a whole and it has not been there whether have similar Act.

20

30

Attorney General v. Parsons 1956 A.C.421

Something has to be done before Crown can resume possession of land. Case lays down no principle. It is a construction. P.434-444-449 433. Sections on which to hear argument P.448. Sec.80 authority useless.

It is the light of what I have said not true Crown has selected what asked to put as Batalie, left out others without justification.

40

No essential difference between Leasehold and temporary occupancy, leave that to the Court. 114 acres leasehold repeatedly why left it so.

Three chains argument have answered, Imray



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All islands have same Act to show whether  
Nullum Tempus Act applies all Islands did not have  
declaratory Acts, page 139.

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I ask for Judgment and relief claim.

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No. 14

No. 14

Proceedings

PROCEEDINGS

21st October  
1966

No. 53/64

Attorney General

v

10

H.D. Shillingford

A.G. for Crown

K.H.C. Alleyne, Q.C., C.C. Beausoleil and Miss  
M.E. Charles for defendant.

Written Judgment for Plaintiff given.  
Stay of execution granted for 6 weeks.

L  
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J

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No. 15

JUDGMENT

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No. 15

IN THE SUPREME COURT OF THE WINDWARD ISLANDS  
AND LEEWARD ISLANDS

Judgment

COLONY OF DOMINICA

21st October  
1966

BETWEEN: HER MAJESTY'S ATTORNEY GENERAL  
FOR DOMINICA - Plaintiff

and

10

HOWELL DONALD SHILLINGFORD  
- Defendant

JUDGMENT

LOUISY, J. DATED 21st October, 1966.

BENNETT NILES and A. MATTHEW for the Plaintiff

K.H.C. ALLEYNE, Q.C., C.C. BEAUSOLEIL and MISS  
M.E. CHARLES for the Defendant.

This is an action for the recovery of land in  
which the Plaintiff claims -

20

1. A Declaration that certain portions of land  
totalling 486 acres at present incorporated  
in the 776 acres registered on the defendant's  
Certificate of Title (recorded in Book of  
Titles R. 126) in respect of Batalie Estate  
in the Parish of St. Joseph, are Crown Lands,  
that is to say, the property of the Government  
of Dominica, and that the Crown represented  
in this Island by the said Executive Govern-  
ment of Dominica, is entitled to the immediate  
possession of the said 486 acres.

30

2. An Order that the said 486 acres be immediately  
surveyed and marked off and restored to the  
Crown.

3. An Order that the Registrar of Titles be  
directed to cancel and/or correct the said

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Judgment

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certificate of Title of the Batalie Estate, consequent on the plaintiff being awarded the declaration and/or Order hereinabove claimed; and that the Registrar of Titles make such other consequential amendment and adjustments to the said title of the Batalie Estate as the Court may direct, or as to him may seem fit.

4. An account of all of the defendant's dealing with the said 486 acres and in particular (an account) of the rents and profits of the same received by the defendant since (May) 1941 when he first entered into possession of the said lands. 10
5. An account of any lots or parcels of land contained in the said area of 486 acres, sold or agreed to be sold by the defendant and any monies already collected by the defendant as a result of the sale of the said lots or parcels of land. 20
6. An Order for payment to the Crown of all such sums as may be found to be due and payable on the taking of the aforesaid accounts.
7. All other further proper accounts, inquiries, and directions.
8. Costs.
9. Such further and other relief as to the Court shall seem fit.

The facts leading up to this action are, that, on the 5th September, 1941 the defendant filed a Request at the Registrar's Office, addressed to the Registrar of Titles of the Colony of Dominica, for issue to him of a Certificate of Title as the holder of the title and owner in possession of all that Estate lands and premises known as the "Batalie" Estate containing 776 acres 1 rood and 12.08 poles. The defendant's Title under which he holds the Estate is embodied in the Request, it is by virtue of a Deed of Conveyance from Eleanor Margaret MacIntyre, Annie Frances MacIntyre, Kathleen Annie MacIntyre and Georgiana Celia Lockhart to him recorded in Book of Deeds "Q" 30 40

No.7 folios 487 to 491.

The Request was accompanied by the following documents -

- (a) Plan
- (b) Surveyor's Affidavit
- (c) Notice to Adjacent Occupiers and Affidavit of Service of.
- (d) Form of Common Affidavit of Solicitor and Applicant
- 10 (e) Abstract of Title.

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The Request was considered by the Chief Justice on the 8th November, 1941 and an Order was made by the Chief Justice in the following terms "Let First Certificate of Title issue". The Certificate of Title was issued by the Registrar on the 14th November, 1941 and registered in Liber "R" folio 126. That Certificate shows the defendant to be the registered proprietor of all that Estate lands and premises known as "Batalie" Estate situate in the parish of St. Joseph in the Colony of Dominica containing 776 acres, 1 rood and 12.08 poles. There is a plan attached to the Certificate of Title delineating the boundaries of the 776 acres 1 rood and 12.08 poles (The Request and the documents accompanying them are contained in a file and the file is marked (Ex. 36).).

On the 10th August, 1962 as a result of investigations carried out by the Government of Dominica, relating to Batalie Estate, the Attorney General wrote to the defendant thus (Ex.44)

"Sir,

I am instructed by the Government of Dominica to point out that a recent investigation has disclosed that Batalie Estate of which you are registered proprietor by virtue of a Certificate of Title Liber R Folio 126, represents 776 acres of which all but 186 ac. 23 ro. appear to be Crown Lands in respect of which there has been no transaction with the Government of Dominica.

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2. This discrepancy of some 589 ac. 17 ro. appears to relate back to transactions by John Imray to whom Batalie Estate containing 290 acres was conveyed in 1857 and who, in 1862, disposed of 103 ac. 17 ro. to George Birral Blanc thereby leaving 186 ac. 23 ro.

3. By May, 1941 the area of the said Batalie Estate had extended to 652 acres and by August of the same year a title plan surveyed by T.H. Shillingford gives the area of the said Batalie Estate as 776 acres. 10

4. It may well be that there is some explanation of the above, and I am instructed to invite you (or your representative) if you so desire, to discuss this matter with a view to having the same amicably settled.

5. Should you wish to avail yourself of this offer will you kindly inform me by the 31st August, 1962, so that a mutually convenient time may be arranged to go into the matter. 20

I have the honour to be,

Sir,

Your obedient servant,

(Sgd.) N.A. Berridge

Attorney General"

Apparently no reply was received to that letter and another letter dated 10th April, 1964 (Ex.45) was sent to the defendant. This letter reads as follows -

"Sir,

I wish to refer to my predecessor's registered letter addressed to you and dated 10th August, 1962, to which no reply has been received up to this date. A copy of this letter is enclosed for ease of reference.

2. I wish to refer in particular to para.4 thereof, and again repeat the invitation contained therein. Should you wish to avail yourself of that offer by the 25th April, 1964,

30

I shall be happy to discuss with you, or your legal representative, at a mutually convenient time to be arranged by you or your representative, failing which, legal proceedings will be commenced with a view to recovering the Crown Lands which Government considers have been wrongly included in the area mentioned in your Certificate of Title of Batalie Estate recorded in the Registry at Liber R folio 126.

10

(Sgd.) D.K. McIntyre

Attorney General."

On the 21st May, 1964 a Writ was issued against the defendant and was served on the 23rd June, 1964, with an indorsement of claim seeking the reliefs which I had already set out. A Statement of Claim was subsequently delivered on the 20th July, 1964 and a defence was delivered on the 16th March, 1965. A reply was delivered on the 26th March, 1965.

20

The Trial commenced on the 15th November, 1965. Mr. Niles, Counsel for the Plaintiff, opened. After his opening Mr. Alleyne, Counsel for the Defendant, took the following objections which the Court stated it would consider after the trial.

30

(1) That the Statement of Claim sets out no ground for rectification, in that even apart from the Statute, the common law requires for repeal of Letters Patent, Charters or Crown Grants, that the ground of forfeiture should be a false suggestion, which is tantamount to an allegation of fraud.

40

(2) That in a case of this kind, it is not scire facias nor is it an information for intrusion, the Crown is in the same position as a private individual and must prove title which means there should be a sufficient averment of title. That contained in the Statement of Claim which was contested in interlocutory proceedings, paragraph 4, is inadequate even there were proof forthcoming of the Crown's title to the lands.

As regard the first objection I agree with

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Counsel for the Defendant that the Statement of Claim is defective in that it does not set out a distinct ground of forfeiture as the foundation for rectification and I uphold this objection. But I should point out that the plaintiff's action is one for recovery of land and if the Plaintiff succeeds, one of his claims is for -

"A declaration that the said portions of land represented uncoloured on the map hereto annexed and totalling 486 acres, have always been and still are Crown Lands, that is to say, the property of the Government of Dominica, and that the Crown is entitled to the immediate possession of the said 486 acres."

10

In my view such a Declaration would be within the jurisdiction of the Court to make. If such a Declaration is made it follows that the Title held by the Defendant would have to be rectified. Such an Order would in my opinion be within the jurisdiction of the Court. In support of this view I should like to refer to section 17 (1) of the Crown Proceedings Ordinance (Cap.5) which reads as follows -

20

"17 (1) In any civil proceedings by or against the Crown the Court shall, subject to the provisions of this Ordinance, have power to make all such orders as it has power to make in proceedings between subjects, and otherwise to give such appropriate relief as the case may require."

30

If I am right in my view, in the instant case an Order for rectification may be made even where there is no ground for forfeiture revealed in the Statement of Claim.

As regard the second objection that the averment of Title contained in the Statement of Claim is inadequate; this submission is founded on Rules of Court. I should like to refer to the Crown Proceedings Ordinance and the Supreme Court (Crown Proceedings) (Dominica) Rules 1964 on the question of Rules, governing this action. Section 10 of the Ordinance cited above reads as follows:-

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"10. Subject to the provisions of this Ordinance, all such civil proceedings by or

against the Crown as are mentioned in the Schedule to this Ordinance are hereby abolished, and all civil proceedings by or against the Crown in the Supreme Court shall be instituted and proceeded with in accordance with rules of court and not otherwise."

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The Short Title to the Supreme (Crown Proceedings)(Dominica) Rules 1964 reads -

10       "1. SHORT TITLE. These Rules may be cited as the Supreme Court (Crown Proceedings) (Dominica) Rules, 1964, and shall be read as one with the Rules of the Supreme Court, 1907, as amended, (hereinafter referred to as the principal Rule) and shall be used in conjunction with the Rules of the Supreme Court of Judicature of England as extended to the Colony by section 40 of the Supreme Court Act, Cap.22"

Rule 3 reads as follows -

20       "INSERTION OF NEW ORDER AFTER ORDER 1. After Order 1 there shall be inserted the following Order:-

'Order 1A.'

CIVIL PROCEEDINGS BY OR AGAINST THE CROWN

1. Save as provided by the Ordinance or by these Rules:-

30       (a) the Principal Rules shall, so far as may be apply to all civil proceedings by or against the Crown instituted in the Supreme Court on and after the date of commencement of the Ordinance."

The Rules of the Supreme Court of Judicature of England which apply to the Colony of Dominica are the 1912 Rules. The Rules therefore to be applied to the present proceedings are those I have referred to above.

The Rule which is relevant to this objection is Rule 4 Order 19. Rule 4 reads as follows -

"4. Every pleading shall contain, and contain only, a statement in a summary form of the material

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facts on which the party pleading relies for his claim or defence, as the case may be, but not the evidence by which they are to be proved, and shall, when necessary, be divided into paragraphs, numbered consecutively, dates, sums, and numbers shall be expressed in figures and not in words. Signature of counsel shall not be necessary; but where pleadings have been settled by counsel or a special pleader they shall be signed by him; and if not so settled they shall be signed by the solicitor, or by the party if he sues or defends in person."

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Note 1 to this Rule reads -

"(1) FACTS NOT LAW. Pleadings now are to be merely concise statement of facts which the party pleading deems material to his case. Inferences of law should not be pleaded. It is necessary to state in what form of action he sues. It is sufficient for him to plead the material facts on which he will rely at the trial in support of his claim. Again he should not merely aver 'I am entitled to certain property, or that it was the duty of the defendant to do so; for these are conclusions of mixed fact and law. He must set out in his pleading the facts which his opinion give him that title or which impose on the defendant that liability or that duty."

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In paragraph 3 of the Statement of Claim, the plaintiff states that -

"The Crown, ..... is entitled to the possession of certain areas or portions of land in the parish of St. Joseph in this Island totalling 486 acres 12.08 perches."

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Reference to paragraph 6 of the Statement of Claim will indicate that the Plaintiff relies on an authenticated map or plan of the Island to show the Crown's title to the lands claimed. Paragraph 6 reads -

"The plaintiff will for the purpose of illustrating the incorporation of the said Crown Lands into the registered (alleged) acreage of the Batalie Estate in part rely on an authenticated map or plan of the Island of Dominica certified by John Byers, Chief Surveyor and published in the year

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1 76, to show the then position and extent of the unappropriated Crown Lands in the locality in which the said Batalie Estate is situated .....

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Reference is also made to this passage in paragraph 7 of the Statement of Claim -

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"the plaintiff will rely on the Title deeds recorded, and certain other transactions mentioned in paragraphs immediately following, ....."

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10 What the pleading is required to do is to show Title. In my view from what I have quoted above it has done so.

20 Assuming that I am wrong in so holding, I am of the opinion that the Plaintiff (the Crown), may still plead in general terms, alleging that the lands are the lands of the Crown as he has done in paragraph 5 of the Statement of Claim. It has always been the prerogative of the Crown to plead the general issue and in my view the Rules of Court have not taken away that prerogative. (See Civil Proceedings by and against the Crown by Robertson pages 178, 269-270) that objection is overruled.

30 Now the plaintiff's case is that Batalie Estate consists of 290 acres and not 776 acres 1 ro. and 12.08 poles as registered. That the difference between the figures 290 acres and 776 acres 1 ro. and 12.08 poles about 486 acres belong to the Crown. The Plaintiff has set out to prove this by the evidence of Jerome Robinson, Crown Surveyor and Commissioner of Lands, Albert Matthew, Legal Assistant, and of Karol Winski, retired Government Land Surveyor and Joseph V. Jean Pierre, Registrar of Titles.

The witness Robinson produced a plan of the island of Dominica about which more will be said later in this judgment as regard its admissibility or inadmissibility. The plan carries these inscriptions.

40 (1) Plan of the Island of Dominica. Laid down by actual survey under the direction of the Honourable the Commissioners for the sale of land in the ceded islands by John Byers, Chief Surveyor 1776.

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(2) To the Honourable the Commissioners for the sale of lands in the islands of Grenada, the grenadines, St. Vincent, Dominica and Tobago. This plan represents the figure of the Island of Dominica which in obedience to your instructions I have laid down by actual survey and described thereon the boundaries of all the lands, sold, leased or appropriated or otherwise disposed of by your Board.

The spaces on the plan left unnumbered represent the lands remaining to the Crown which are still undisposed of the greatest part being very mountainous and uncultivable.

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(3) We His Majesty's Commissioners for the sale and disposal of lands in the new ceded islands do hereby certify that the several lots of land in this plan numbered (1), (2), (3) etc. are freehold; those numbered (1), (2), (3) etc. with a star annexed are leasehold."

The spaces left unnumbered represent lands belonging to the Crown, not sold the greatest part being very mountainous and uncultivable. But it is essential to remark that the smaller spaces left unnumbered and which are encompassed by lands sold to the contiguous planters are deemed uncultivable, and cannot otherwise be disposed of but to such planters without materially injuring them from the particularity of their situation, they are therefore considered by us as appropriated to the use of the planter contiguous. The three chains around the coast are also considered as appropriated to the use of the contiguous planter excepting in cases where any particular spot may hereafter be found necessary for erecting forts or batteries, in which case His Majesty may, erect such forts or batteries thereon without paying any compensation for the same. (Sgd.) William Young, William Hewett, McWynn.

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(4) To His Excellency Thomas Shirley Esq., Captain General and Governor in Chief of His Majesty's Island of Dominica; the Honourable William Stewart Esq., Lieutenant Governor; The Gentlemen of the Council and Assembly; and to the Proprietors in general of lands in the said island, this plan is most respectfully inscribed, by their most obedient and most humble servant, John Byers.

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This Plan Robinson states is a reproduction of the original Byers Plan which was done immediately after Byers produced his own Plan. The plan was published by a Firm in London S. Hooper on 1st Nov. 1776.

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10           Albert Matthew made searches in the land Registry in connection with this action. He states that he went through the Books of Grants, Deeds, Wills and Titles from the year 1776 to the year 1965. That he did his job well. His search revealed several transactions pertaining to the coloured portions on the Plan marked Ex.29a. He found documents in respect of all the portions except the portion coloured yellow marked 42 acres; this portion was referred to in two Deeds dated 1804 and 1807. All these documents have been tendered in evidence. He states that the acreage 290 or 292 has been mentioned in all the Deeds as the acreage of Batalie Estate and up to 1850 when Theodore Gordon and Doctor John Imray bought Batalie Estate, the acreage of 290 was recorded in the Deed of Sale (Ex.5).

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30           In 1862 Theodore Gordon sold his half share to Dr. John Imray that Deed mentioned Batalie Estate as comprising 290 acres. However, the same year John Imray sold 53 and 50 acres of the Batalie Estate to G.B. Blanc. In the same year Blanc resold 50 acres of Batalie Estate to John Imray. No trace was found of any other transactions relating to the 53 acres being sold by Blanc or anyone else. It appears that at that stage on the 30th December 1862 the Batalie Estate was reduced in acreage to 237 acres. On Dr. Imray's death he devised half of Batalie Estate to William McIntyre, and half to his sisters Elizabeth and Margaret. Numerous transactions took place thereafter relating to the shares of Elizabeth and Margaret. The transactions mentioned no acreage but fractional shares. On the 31st of May, 1941 Batalie Estate was owned by the McIntyre family. The Deed of Conveyance shows that the McIntyres sold the Batalie Estate containing 652 acres to the Defendant.

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The witness further states that his search included the period from 1862, the year of the Imray and Blanc transactions, to 1965. He states "I did not find any accretions, or purchasers or

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Crown Grants to the 290 acres, no licences. I did not find McIntyres' adding anything to their lands." He found Grants pertaining to the Kind's Chain, this was contiguous to Batalie Estate and they were in favour of John Imray. His search also revealed a Proclamation dated 29th March 1853 (Ex. 27), dealing with Commissioners and three chain Grants to all contiguous owners of land.

Karol Winski at the request of the Government of Dominica also carried out searches in connection with this case at the Registry. He searched for documents and plans pertaining to the lands comprising Batalie Estate. He searched in Book of Deeds and Grants. As a result of his search, he drew the plan which is attached to the Statement of Claim that same plan is reproduced in Ex.29a and I shall refer hereafter to Ex.29a instead of referring to the plan attached to the Statement of Claim. Winski in effect states that the description of the lots of land he found were given in the Deeds he found, he entered the description of the boundaries on his plan, in some instances he used Byers map for the locations of the lots entered on the plan, that all the lots shown on his plan correspond with lots on Byers map. As a result of this exercise he produced the coloured portions of land in Ex.29a. That the acreage of the coloured portions is 290 (but addition however of the acreage of the portions of land reveal 292 acres) that the coloured portions shown on plan Ex.29a make up Batalie Estate. Winski also found in his search Grants pertaining to three chains Grants and they are shown in Ex.29a. He also found original Grants in respect of the portions of land numbered 1, 2, 3, indicated on the South side of the coloured portions of Ex.29a, he did not find any original Grant for the portion No.4 but a Grant of this portion is mentioned in Ex.28. He states that these portions of land comprise what is known as the Grand Savannah. There are also two portions to the North of the coloured portions numbered 5 and 6. The portion marked 5 relates to a sale by Angelina Roger and Lenora Roger of 30 acres of land. The portion numbered 6 relates to a Grant of twenty-four acres to M.V. Roger. With regard to the portions numbered 1, 2, 4, 5 and 6, he saw no licences or Revocations. With regard to portion numbered 3

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there was a licence. The witness Joseph V. Jean Pierre produced the file Ex.36 pertaining to the application made by the Defendant for a Certificate of Title in respect of the Batalie Estate.

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10 The Defendant's case is that he owns Batalie Estate by virtue of a Certificate of Title issued to him in 1941 Ex. 35. He states that his father used to be Manager of Batalie Estate for the McIntyres and he succeeded his father as Manager. That his father was Manager before 1900 and he the Defendant was Manager from 1919 until he bought the Estate in 1941. That he knows the section of the Estate called the Grand Savannah. It was occupied before 1900 by the McIntyres as owners. That that section has never been out of the occupation of the McIntyres, his father or himself. That the Crown has never disputed his possession.

20 Clarina John Baptiste, an old lady of about 75 years old gave evidence for the Defendant; her evidence is to the effect that she knew Doctor Imray, that she worked with the McIntyres from the time she was a young girl. She knows the Grand Savannah, that cotton used to be planted thereby the McIntyres and that the McIntyres' groom used to tie horses and donkeys all over the pasture on the Grand Savannah.

I stated earlier in this judgment that I would deal with Byers Plan, I shall now proceed to do so.

30 During the evidence of the plaintiff's witness Jerome Robinson, he referred to a map prepared by John Byers. Counsel for the Defendant objected to the map or plan being admitted in evidence on the ground that the plan is not a public document. The witness Robinson had given evidence on the 15th of November, that is, the plan was admitted in evidence, that it was an original plan. Under cross examination by Counsel for the Defendant on the following day he stated that it was a reproduction of the original. The original plan was produced by Byers on the authority of the Commissioners for the Sale and Disposal of Lands in the ceded islands of Grenada, the Grenadines, St. Vincent, Dominica and Tobago.

40 These Commissioners were appointed by His Majesty King George the Third. They caused a



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survey of all the lands in Dominica to be made. As a result of that survey an authenticated map or plan of the Island was made, that map or plan was certified by John Byers, Chief Surveyor and was published in 1776 (see exhibit 27 Proclamation). In view of the evidence that the plan is a reproduction, the Court indicated that it would consider a further ruling on the admissibility of the plan after the trial.

The plan before the Court is a reproduction of the plan certified by Byers. I understand the word "Reproduction" to mean in this context a copy of a document. If the original of the plan were produced, I have no doubt that it would be admissible in the circumstances it was made. But the Rules of Evidence governing the admissibility of copies of public documents are not the same as those that govern originals. Section 22 of the Evidence Ordinance Cap. 64 reads -

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"22. Whenever any book, or other document, is of such a public nature as to be admissible in evidence on its mere production from the proper custody, and no statute exists which renders its contents provable by means of a copy, any copy thereof, or extract therefrom, shall be admissible in evidence in any Court of Justice, or before any person now or hereafter, having by law, or by consent of parties, authority to hear, receive and examine evidence, provided it to be proved to be an examined copy or extract, or provided it purport to be signed and certified as a true copy or extract, the officer to whose custody the original is entrusted, and which officer is hereby required to furnish such certified copy, or extract, to any person applying at a reasonable time, for the same, upon payment of a fee for the same of eighteen cents for every folio of ninetysix words."

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The copy of the plan before the Court is neither an examined copy or a certified true copy. The Laws of England (Hailsham Edition) Vol. 13 deals with the admissibility of copies of public documents at page 522 paragraph 718. This reads as follows -

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"718. .... wherever an original document is of a public nature, and would of itself be evidence if produced from the proper custody, and

by virtue of statutory provisions a number of documents can now be proved by means of copies of a prescribed kind. To be admissible in evidence such copies must fall under one or other of the five following heads:-

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- (1) Exemplifications;
- (2) Office copies;
- (3) Examined copies;
- (4) Certified copies;

- 10 (5) copies printed by the King's printers or under the superintendence or authority of His Majesty's Stationery Office or on the Gazette, or by the printer to either House of Parliament."

The document before the Court does not fall under any of the heads mentioned above. Page 527 paragraph 729 of the same volume reads -

20 "729. A public document embodying the results of a public act made or done by a public officer is evidence of the truth of such facts therein stated as are within the scope of the inquiry.

30 Thus records or conveyances relating to Crown property, records directly affecting the revenues of the Crown, and surveys of Crown property made for public purposes, are public documents in this sense, and the same applies to record in the Exchequer of acts done by officers of the Crown in assertion or derogation of the King's Title, returns to a Commission directing an inquiry as to Crown Lands....."

The original plan would fall within this paragraph but not a copy of it. The plan does not in my view fall within the Rules of evidence I have referred to on this point, in the circumstances I hold that the plan is not admissible.

40 In Counsel for the Defendant's address at the close of the case for the Defence, he submitted that the burden of proof in the action lay on the Crown. He stated that it is for the plaintiff to prove the Crown is entitled to the lands claimed.

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That all the Defendant had to plead in this kind of action which he says is an action for the recovery of land, is that the defendant is in possession. I am of opinion that Counsel is correct. On this point I should like to refer to Order 21 r.21, the rule I consider applicable to the instant case. Rule 21 reads -

"21. No defendant in an action for the recovery of land who is in possession by himself or his tenant need plead his title, unless his Defence depends on an equitable estate or right or he claims relief upon any equitable ground against any right or title asserted by the plaintiff. But, except in the cases hereinbefore mentioned, it shall be sufficient to state by way of Defence that he is so in possession, and it shall be taken to be implied in such statement that he denies or does not admit the allegations of fact contained in the Plaintiff's Statement of Claim. He may nevertheless rely upon any ground of Defence which he can prove except as hereinbefore mentioned."

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The Plaintiff therefore must recover the lands on the strength of his own title and not through any defect in the Defendant's title. I understand the Plaintiff's case to be briefly, that the Crown owns several portions of land contiguous to the Batalie Estate. That these portions of land are now included in a Certificate of Title issued to the Defendant in 1941. That Batalie Estate is 290 acres in area and by the incorporation of Crown Lands in the Defendant's Certificate of Title Batalie Estate shows an acreage of 776.4 acres. That from searches made and documents found in the Registry Batalie Estate is 290 acres in area and that the balance of the 486 acres belong to the Crown. Now Winski in his evidence that he used Byers plan for the loca identify some Crown Lands on the plan Ex.29a but Byers plan is no longer an Exhibit in the action and any evidence gleaned from Byer's plan is inadmissible Byers plan being inadmissible the plaintiff can only rely on the documents and other plans which have been put in evidence to prove his title. The documents may be placed in three groups. Those affecting -

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(1) the coloured portions of the plan Ex.29a,



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bounding North and East on formerly unsurveyed land, South on the river Batalie, West on the Seashore and North west on land laid out for sale, one other lot of land containing 5 acres adjoining thereto bounding North thereon and on Batalie North River South on Batalie South River and West on land next to the sea. One other lot of land containing 19 acres of cleared land, bounding South-east on unsurveyed land, West on unsurveyed land and North-west on a branch of the river Batalie and one other piece or parcel of land containing 10 acres bounding Northerly on the river Batalie, Easterly and South Easterly on unappropriated land, Southerly on unappropriated land and north-westly on part of the above-described land all which several parcels of land are now cultivated together with other lands adjoining as one plantation by James Laing, John Lucas and the said Robert Reid as tenants in common in equal shares."

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The second document is a Crown Grant of 12 acres to Jean Perreau dated the 20th February, 1789. The land is bounded Northerly on the river Batalie, West and South on the impracticable ridge bounding the Grand Savannah and South-easterly on a road.

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The third document is a Crown Grant dated the 28th July 1804 of 122 acres (made up of 80, 35 and 7 acres) to James Laing, Robert Reid and John Lucas. A plan of these lands is attached to the Grant and Surveyor Winski was able to locate the portions on the plan of Batalie Estate Ex.29a. The portions in question are coloured green on the plan.

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This same plan mentioned immediately above shows an area of 42 acres as surveyed by Winski forming part of the Batalie Estate. The portion is coloured yellow on the plan (Ex.29a). This portion was located by Winski on the plan.

On the plan of Batalie Estate Ex.29 Winski has located the following, 80 acres (green), 42 acres (yellow), 7 acres (green) and 35 acres (green.) These portions are easily located from the description in the documents and the plans. But there are still 116 acres to account for, sold by Terry Hone to Robert Reid. From the description of these lands given in the various Deeds

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already mentioned they can only be in the position shown on the plan and that they adjoin lands of Laing, Lucas and Reid on the East. This view is supported by the words used in Ex.23 referring to the 116 acres. The words are as follows -

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"All which several parcels are now cultivated together with other lands adjoining as one plantation by James Laing, John Lucas and the said Robert Reid."

10           The other lands of Laing, Lucas and Reid referred to are the portions coloured Green, yellow and grey, all of which are included in the sale of 1839 by the Executors of Reid and Laing to Ann Rose Livilloux. The Deed of 28th July 1804 indicates that Laing Lucas and Reid in 1804 had lately purchased from various persons, several parcels of land adjoining each other and lying on the River Batalie. The total acreage of all these portions of land amount to 292 acres, but 20 what the representatives of Reid and Laing in 1839 sold were 290 acres; a discrepancy of 2 acres appear to arise in the description of the 116 acres.

          Now in 1802 (see Ex.18) Laing, Reid and Lucas bought in their joint names a sugar plantation called Macoucherie from John Mair and Reid purchased in his own name two plantations; he sold one to Jean Baptiste Petit and the others were sold to Jean Lionne. After these transactions Laing, Reid and Lucas purchased in their joint names or 30 in the names of some or one of them but in their joint account several parcels of land in the parish of St. Joseph which they formed into one plantation called Batalie plantation. The parcels of land which Laing, Reid and Lucas purchased at the time of the execution of the 1904 Deed (Ex.18) according to the documents before me were those shown in the different colours on the plan Ex.29a. I find (a) that the lands sold to Ann Rose Levilloux in March 1839 (Ex.19) are the portions shown coloured on 40 the plan (b) that what was sold to Theodore Levilloux in May 1839 (Ex.20) are the same coloured portions (c) that the transaction mentioned in Indenture of the 6th and 7th July 1841 between Theodore Levilloux and Her Majesty Queen Victoria (Excs.34,21) was in respect of the coloured portions of the plan (d) that the transaction dated the 24th July, 1847 Ex.22 between Theodore Levilloux,

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Theodore Gordon and Andrew Gordon Patterson was in respect of the coloured portions of the plan (e) that the Indenture dated the 2nd September, 1850 (Ex.5) is in respect of the coloured portions of land shown in the plan (f) that the Indenture dated the 28th January, 1857 (Ex.6) relates to the coloured portions of land on the plan. All these documents referred to above mentioned the following acreage 42, 12, 122 and 114 and 116 referring to the Batalie plantation except Ex.22 which mentions Batalie Estate and does not detail the acreage. But Ex.22 refers to Ex.34 and that Exhibit reveals that the land sold is the Batalie plantation of 290 acres made up of 42, 12, 122 and 114 acres. All the documents state the acreage as 290. In the Indenture (Ex.6) dated the 28th January, 1857, dealing with the sale to Dr. Imray, the Indenture mentions by inference both Batalie Estate and Batalie plantation as the same place. I find that in 1857 Dr. Imray was the owner of the coloured portions of land on the plan amounting to 292 acres and that these portions of land once called Batalie Plantation are now called Batalie Estate.

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On the 1st April, 1862 Dr. Imray sold 53 acres (Ex.7) of what apparently was part of Batalie Estate to Blanc and on the 30th May, 1862, he sold a further 50 acres (Ex.8) of the Batalie Estate to Blanc. On 30th December, 1862 Blanc resold to John Imray the 50 acres Imray had sold to him in May, 1862. There is no record of what became of the 53 acres. That however, does not affect the Plaintiff's case as the Plaintiff makes no claim to the coloured portions on the plan.

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On the 20th December, 1879 Imray by his Will left Batalie Estate, half to his two sisters Elizabeth and Margaret and half to William McIntyre. Imray died on the 22nd August 1880. At the time of Imray's death his share of Batalie Estate was either 237 or 239 acres but Batalie Estate would appear to have been 292 acres when Blanc's 53 acres are added. There are no documents or records to show that Batalie Estate increased in the area between 1862 and 1880 when Imray died. On his death the most he could have left by Will were the 290 or 292 acres assuming that he has repurchased Blanc's 53 acres.

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Between 1880 and 1931 there were numerous transactions involving the share of Batalie Estate left to Elizabeth and Margaret which do not affect the area of Batalie Estate. By 1931 as a result of those transactions mentioned above the whole of the Batalie Estate was owned by the McIntyre family.

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There is no record of any transaction affecting the Batalie Estate between 1880 and 1941 to indicate that Batalie Estate had increased in acreage, that is, beyond 290 or 292 acres. However, on the 21st May, 1941, when the Defendant purchased Batalie Estate from the McIntyres the acreage is shown as 652 acres (Ex.15). By the 3rd September, 1941, when the Defendant applied for a Certificate of Title the acreage was then shown as 776 acres 1 ro. 12.08 poles by actual survey. The Plaintiff in effect says that the increase in acreage came about by the incorporation of Crown Lands in the Defendant's Certificate of Title.

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At this stage it is necessary to consider the documents in the second group of documents affecting the uncoloured portions of the plan.

The portions of land claimed by the Plaintiff are numbered 1, 2, 3, 4, 5 and 6 on the plan (Ex. 29a), which is a plan similar to that of Batalie Estate as registered.

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The portion of a 100 acres shown as No.1 was granted to James Laing and Robert Reid by the Crown in 1812. The relevant words of the Grant read as follows:-

"Do give and grant unto the said James Laing and Robert Reid their heirs and assigns our Royal Licence and permission to use occupy, possess and enjoy ....."

The boundaries of this portion of land are given in the Grant and its location is as shown by the surveyor on the plan. There is also a plan attached to the Grant.

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The portion numbered 2 was a Grant to Peter Larocque in 1812 of 60 acres. The words of this Grant are as follows:-



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"Do give and Grant unto the said Peter Larocque his heirs and assigns our Royal Licence and permission to use, occupy, possess and enjoy .....

From the boundaries given this portion of land is easily identifiable. There is a copy of the plan of this portion attached to the Grant.

The portion numbered 3 was a Grant to William Anderson of 60 acres in 1812. The language of the Grant is as follows:-

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"Do give and Grant unto the said William Anderson, his heirs and assigns our Royal Licence and permission to use, occupy, possess and enjoy .....

This land was granted to George Cunningham by the Crown on 12th October, 1812 on the same terms as was granted to William Anderson.

The portion numbered 4 was a Crown Grant to Reid and Lucas of 64 acres but no original Grant was found for this portion. The land is mentioned in Ex.30 and its location is shown on the plan attached thereto. It is not known how it was held.

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The portion numbered 5 is shown as unappropriated Crown Lands in 1804 (see Ex.4 and plan attached). On 8th October, 1866 it appears on a plan attached to Ex.17 as belonging to Madam Roger. The extent of this land is not shown and there is no evidence that it is Crown Lands. The defendant purchased 30 acres of the land (Ex.32) from Angelina Roger and Leonora Roger on the 30th April, 1926. The portion is now shown as 93 acres.

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The portion numbered 6 is the Western portion of 50 acres of Crown land granted to Marie Victoria Roger Bellair on the 4th August, 1804. The language of the Grant is as follows:-

"Do give and grant unto the said Marie Victoria Roger Bellair her heirs and assigns our Royal Licence and permission to use occupy possess and enjoy .....

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The grant has a plan attached and is easily

identifiable.

Grants numbered 1, 2, 3 and 6 all have conditions upon which they will be terminated and the land returned to Crown. The conditions are the same in the Grants. The condition reads as follows :-

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"Provided always and it is hereby declared that the said.....their heirs and assigns shall hold and occupy the aforesaid piece or parcel of land and premises and this present grant of occupancy thereof is made subject to and under the following express conditions that is to say that the said..... their heirs or assigns shall not directly or indirectly sell assign convey or transfer either absolutely or in trust or otherwise in any manner whatsoever to any person or persons whomsoever the said lands and premises or any part thereof without the licence or permission in writing of our Governor or Commander in Chief of our said Island of Dominica for the time being first had and obtained for that purpose under his hand and seal and if any such assignment sale conveyance or transfer of the said lands and premises without such licence first had and obtained as aforesaid shall be made either by the said.....their heirs or assigns or any of them contrary to the true intent and meaning of these presents their patent, and the Grant and licence therein contained shall be null and void to all intents and purposes whatsoever"

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I understand the estate in Grants numbered 1, 2, 3 and 6 to be a fee simple upon condition. With regard to portion No.4 it will be observed that the other portions of land in the same area Nos. 1, 2 and 3 were held in fee simple upon condition. With regard to portion No.4 it will be observed that the other portions of land in the same area Nos. 1, 2 and 3 were held in fee simple upon condition and also that the portion numbered 1 is held by the same persons to whom No.4 Grant was made. It is not unreasonable therefore to conclude that the 64 acres were similarly held. Such an estate gives the grantor a right to enter and determine the estate when the event occurs; unless and until entry or a claim equivalent to entry is made the fee simple continues. There is no evidence that an entry was made by the Crown on the lands claimed but by letter of 10th August, 1962 and 10th April, 1964 the Attorney General wrote to the defendant informing him that some of the land contained in

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his Certificate of Title appear to be Crown Lands. It appears that the grantor can enforce his right to enter either by making peaceable entry on the land or by commencing an action for possession (see Law of Real Property by Megarry and Wade 1957 at p.602-603). This is the principle applied in the case of leases with a condition, it would appear that the same principle may be extended to a fee simple upon condition. If I am right in this view it would appear that the Crown by commencing this action for recovery of the lands can enforce its right of re-entry. 10

Winski's search revealed no licences except the one pertaining to the portion numbered 3. He did not find any revocation of the Grants numbered above or any transactions concerning them. In my view unless it can be shown by the defendant that the lands numbered 1, 2, 3, 4 and 6 were obtained from the Crown by virtue of some document or by some other legal means it appears to me that those portions of land belonged to the Crown when they were incorporated in the Certificate of Title issued to the defendant in 1941. I find the portions of lands numbered 1, 2, 3, 4 and 6 belong to the Crown. I also find that there is no evidence that the portion numbered 5 belongs to the Crown. In my view the plaintiff is entitled to bring an action for the recovery of those lands. The defendant has set up several defences to this action which I will consider later in this Judgment. 20 30

The third group of documents already referred to concern the Queen's Three Chairs -

- (i) On 31st July, 1855 a Grant (Ex.27) was made of the Queen's three chains to Theodore Gordon and John Imray contiguous to Batalie Estate. These three chains contain an area of 3 acres 1 ro. and twenty perches. The portion of land was granted in fee and I understand it to be freehold. 40
- (ii) On the 15th April, 1867 Grants of 1 rood 32 perches which is equal to 5 chains in length and another of 5 acres which is equal to 19 chains were made to John Imray. I understand these grants to be freehold.

The Grant mentions "the said two pieces or parcels of land forming part of that strip of land called the Queen's three chains contiguous to the said Batalie Estate and bounding in the same manner and form as the diagram thereof hereunto represents ....." There is a diagram attached to the Grants. The diagram shows that the Grant of 1 rood and 32 perches is contiguous to land of Madam Roger and not to Batalie Estate and the Grant of 5 acres is contiguous to the Grand Savannah and not to Batalie Estate. From documents produced the Grand Savannah or Savanna has been Crown Lands at least from 1812 and Madam Roger's land has been in the Roger family since 1866 until the sale to the defendant in 1926. The only portion which is contiguous to Batalie Estate is the one containing 3 acres 1 rood and 2 perches granted to Imray in 1855 (Ex.27). This is indicated in the 1866 diagram attached to Ex.17 and also in the plan Ex.29a. All the Queen's chains granted above do not belong to the Crown they were granted to Imray "his heirs and assigns for ever in free and common socage" and his heirs and assigns are entitled in my view to sell them, as was done in the sale by the McIntyres to the defendant in 1941. As I have already stated above I find that portions 1, 2, 3, 4 and 6 in Ex.29a are Crown lands. What then is the defence to the action? The Defence as submitted by Counsel for the defendant consists of the following heads -

(a) That a title issued under the Title by Registration Ordinance (Cap.222) is conclusive and not open to question in a Court of law except upon particular grounds. The relevant one in this case being fraud.

(b) By the procedure used in this case, the plaintiff's case is in the nature of an action in ejectment and that the burden of proving title is on the plaintiff and not on the defendant.

(c) In Order to establish title the plaintiff must aver and prove that the land is Crown land and unalienated. The plaintiff has not done so.

(d) The Title by Registration Ordinance binds the Crown.

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(e) The Plaintiff has set up no ground for relief under the Title by Registration Ordinance if it binds the Crown and if it does not bind the Crown the plaintiff has set up no ground for relief under the common law.

(f) The Crown Suits Act, 1769 commonly called the "Nullum Tempus Act" applies to Dominica and 60 years adverse possession would bar the Crown's Title if the lands are Crown Lands.

With reference to paragraphs (b) and (c) above I do not think it is necessary to deal further with them in view of the ruling I have already given on them.

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With reference to paragraph (c) I have found that the portions numbered 1, 2, 3, 4 and 6 are Crown Lands on the basis that the lands were granted as fee simple upon condition and the grantors by assigning or selling the lands, the lands became liable to forfeiture.

The defences therefore left are (a) (d) and (f). I will deal with them in that order -

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Head (a) Conclusiveness of Certificate of Title granted under the Title by Registration Ordinance. Whenever "Ordinance" is mentioned hereafter in this judgment, it means the Title by Registration Ordinance (Cap.222). Now by Section 8 of the Ordinance -

"All certificates of Title granted under this Ordinance, and all notings of mortgages and incumbrances on the same, shall be indefeasible."

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The word "indefeasible" is defined in the First Schedule to the Ordinance as follows -

"Indefeasible. The word used to express that the Certificate of title issued by the registrar of titles, and the notings by him thereon, cannot be challenged in any Court of law on the ground that some person, other than the person named therein as the registered proprietor, is the true owner of the land therein set forth, or on the ground that the mortgages or incumbrances in the noting

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thereon are not mortgages and incumbrances on the said land; except on the ground of fraud connected with the issue of such certificate of title, or the noting of such mortgages or incumbrances, or that the title of the registered proprietor had been suspended by a title acquired under the Real Property Limitation Ordinance, by the person making the challenge. The word also means that, the certificate of title being issued by the Government of the Colony, the Government of the Colony is, with the exceptions above mentioned, prepared to maintain the title in favour of the registered proprietor, leaving anyone justly aggrieved by its issue to bring an action for money damages against the Government of the Colony."

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Section 10 reads -

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"The right of the registered proprietors named in a Certificate of title to the land comprised in a certificate of title granted under this Ordinance shall be the fullest and most unqualified right which can be held in land by any subject of the Crown under the law of England, and such right cannot be qualified or limited by any limitations or qualifications in the Certificate of title itself, unless such limitations and qualifications were inserted in any Crown Grant in place of which the certificate of title has been issued, or in respect of any certificate of title issued by virtue of any scheme under the Town and Country Planning Ordinance or under the Slum Clearance and Housing Ordinance, or as in the case of mortgages and incumbrances, when these are noted on the certificate of title."

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The first definition of indefeasible suggests that the lands included in a certificate of title issued under the Ordinance to a person, is deemed to be his and his right to the lands can only be challenged in a Court of law on the ground of fraud or on the ground that the Real Property Limitation Ordinance operated against his being the owner of the lands.

The conclusiveness of a certificate of title

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is dealt with in the Registration of Title to Land throughout the Empire by Hogg. Pages 94-103 deal with the meaning of conclusiveness of the Register and I refer to the following passage at Page 94.

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"The conclusiveness of the register constitutes the State Warranty of title which it is one of the purposes of the registration statutes to bring into existence. The warranted title which is conferred by the register being made conclusive is often called "indefeasible", whilst the register is sometimes spoken of as "indefeasible" and the registered title as "conclusive". It has been said that 'an indefeasible title' means 'a complete answer to all adverse claims' on mere production of the register, and that a person acquiring title from a registered owner has on being himself registered 'an indefeasible title against all the world'."

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Page 96 -

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"The warranty of title by the statutory conclusiveness of the register operates in two ways, and the register has two functions - affirmative and negative respectively. Affirmatively, the register warrants that the title of the owner is as stated on the register; negatively, the warranty is that the owner's title is not affected by anything that is not stated on the register. This is equivalent for many purposes to a warranty that the owner's legal title is as it appears to be on the register, and that there are no equitable interests enforceable against the owner other than any actually notified on the register.

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"So far as it is affirmatively evidence of the owner's title, the register puts him in much the same position as if his title to the legal estate had been duly investigated and found satisfactory in some respects it does more, in some less. The register, however, operates not merely by declaring good a title found to be so, but confers the title stated, notwithstanding that, but for the registration, the registered owner would have no title at all. This operation of the register in

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actually conferring title resembles that of limitation statute but there is much more than a bar of legal remedies, for the title (if any) of the hostile claimant is completely abrogated and in effect transferred to the registered owner, conferring on the latter a title good against the world."

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10 On this point I wish to refer to the case of Assets Company vs. More Roihi (1905) A.C. 176, a New Zealand case. Under the system of land registry introduced in New Zealand in 1860 registration is governed by the Land Transfer Acts; registration is conclusive and confers an unimpeachable title on the registered owner except in certain specified cases of which fraud is one. This provision is in effect the same as the first definition of the word "indefeasible" already given. The Assets Company case has been cited by  
20 Counsel for the Defendant as authority for the conclusiveness against the world of a registered title in the absence of fraud. In the instant case no fraud has been alleged and even if fraud were alleged there is no evidence of it by the defendant or his predecessors in title.

But is the Assets Company case authority in the conclusiveness of the register as against the Crown? At page 202 of the case their Lordships state in paragraph 2 as follows -

30 "the sections making registered certificates conclusive evidence of title are too clear to be got over."

In paragraph 3 of the same page their Lordships go on to state as follows -

"In dealing with actions between private individuals their Lordships are unable to draw any distinction between the first registered owner and any other."

They go on to say in paragraph as follows:-

40 "Their Lordships are not prepared to hold that a Crown Grant, or a warrant or a Certificate having the statutory effect of a Crown Grant can be impeached except at the instance of the Crown or at any rate, in an action to



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which the Crown is a party. The power of the Crown to set aside its own grant or its equivalent has not to be considered on the present occasion, and their Lordships do not therefore, express any opinion upon it."

The title issued to the Defendant is a title issued by the Government of Dominica (the Crown). It appears to me that the case of Assets Company vs. More Roihi, is authority for the conclusiveness of the register as between private individuals and not as between a subject and the Crown.

10

At page 103 of Hogg section 2 - Rights of the Crown, the learned author states -

"whether the registered title of an owner of land is conclusive against the Crown in the absence of express enactment, cannot be said to be settled as it was treated as an open question by the Privy Council in 1904. But 'the Crown has always been assumed when once land is under the Act, to be bound by the Act,' and the better opinion seems to be that the register is conclusive against the Crown as regards the ordinary rights of property enjoyed by subjects."

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Now in certain countries registration statutes make every Certificate of Title issued under the Statute indefeasible, and so long as the title remains in force and uncanceled the statute makes the title conclusive evidence at law and in equity, as against the Crown and all persons whomsoever, that the person named in such certificate is seised of an estate in fee simple in the land therein described against the whole world.

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In the case of Attorney General for New South Wales vs. Dickson and others (1904) A.C. 273, 280 a case dealing with an information filed to establish the title of the Crown to a strip of the sea front, Counsel for the Respondents argued that the Certificate of Title obtained in 1887 was conclusive against the Crown under the Real Property Act (26 Vict. No.9), ss.33 and 40. Counsel also referred to the Victoria case of Attorney General vs. Goldsborough 15 Victoria L.R. 638, 654, question of the conclusiveness of a Certificate of Title against the Crown. More

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In the case of re Honley (1878) 9 Ch. D. 482  
Cotton L.J. said - "In general the Crown is not  
bound by a statute unless expressly mentioned or  
referred to by necessary implication."

The rule that the Crown is not bound by a  
statute unless expressly mentioned or referred to  
by necessary implication applies even although in  
some of the sections of the Act the Crown is  
expressly named. The Crown is only bound by  
those sections of an Act in which it is mentioned.

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Reference is made to the case of I ex parte  
Postmaster General in re Bonham 10 Ch. D. (1878-  
1879). This was a case where the United Kingdom  
Bankruptcy Act, 1869 was being interpreted in  
relation to the prerogative of the Crown; it was  
held there that though the Crown is named in some  
of the sections of the Bankruptcy Act 1869 it is  
not bound by the other provisions of the Act.

In the case of Perry vs. Eames (1891) 1 Ch.  
659, Mr. Justice Chitty said as follows:-

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"The plaintiff's claim the access of  
light under the third section of 2 & 3 Wm. 4  
c.71, the Act for shortening the time of  
prescription in certain cases ..... the  
Crown is not named in that section but it is  
named in the first and second sections.  
Therefore regard being had to the general  
rule that the Crown is not bound by statute  
unless named, a very strong case arises for  
holding that the Crown is not bound by the  
third section."

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At page 103 of Hogg section 2, the following  
passage appears -

"The Crown has always been assumed, when  
once land is under the Act, to be bound by  
the Act."

This was a dictum of Griffith C.J. at page  
135 in the case of Inuro Bourke (1897) 7 Q.L.J.133  
but the case is not authority for the proposition  
that the Crown is bound under the Registration  
Statutes of Queensland. Assuming that the case  
is authority under the Queensland Registration  
Acts, unless the provisions of these acts are

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similar to the Dominica Ordinance, and I am not aware that they are, this case does not assist.

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In the case of Attorney General vs. Goldsborough and others (1889) 15 Vict. L.R. 638, 654. The question among other issues was raised as to whether the Crown was bound under the Transfer of Land Statute of Victoria; Higinbotham C.J. at page 654 said as follows:-

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"I concur in the view put forward by the defendants that the Crown is bound by this Act, although it is not expressly declared to be bound. The objects of this Act as stated in the preamble are:

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"To give certainty to the title in estates in Land and to facilitate the proof thereof, and also to render the dealings with land more simple and less expensive." All these are objects of public and general as well as high utility, and the Crown is ordinarily bound by Acts passed for the public good though it is not named. Plowd, 136-7; Magdalen College Case. Moreover, the Crown shares with the subject the benefits and the aid of this Act, and it is reasonable that the Crown should also be bound by its conditions. All lands granted by the Crown since the commencement of the Transfer of Land Statute have been brought by the terms of the Act under its operation, and the Crown is enabled by means of a Caveat to protect its interests in cases in which it would have a right by Scire facias to repeal its Grant."

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The case went on appeal to the full Court of Victoria but that point was not decided by the Court. Holroyd J. who delivered the judgment of the Court said as follows -

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"Our decision in this case turns upon a single point which is unaffected by several of the other questions dealt with in the judgment under appeal, on which we express no opinion."

It will be observed that the full Court did not decide the question of the Crown being bound under the Victoria Statute. The judgment of

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Higinbotham C.J. can only therefore be of persuasive authority. The strength of its persuasiveness as however would depend on whether the provisions of the Transfer of Land statute are similar or substantially similar to the provisions of the Dominica Ordinance. I am unable to say that they are.

Having considered Australian legislation on this aspect of the matter perhaps it may be fruitful to refer to United Kingdom legislation. The subject of Title by Registration is governed in the United Kingdom by the Land Transfer Acts of 1875 and 1897. Some sections of those Acts resemble some of the sections of the Dominica Ordinance, in particular sections 7 and 30 of the 1875 Act. These sections provide that a Transfer of freehold land for value when registered confers on the Transferee an estate in fee simple with its appurtenant rights subject to registered or noted incumbrances but "free from all other estates and interest including those of the Crown". Sections 7 and 8 of the Dominica Ordinance refer respectively to the indefeasibility of the Certificate of Title, that is, its conclusiveness against all persons that the right of the registered proprietor named in a Certificate of Title to the land comprised in a Certificate of Title granted under the Ordinance shall be the fullest and most unqualified right which can be held in land by any subject of the Crown under the Law of England.

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The United Kingdom provisions and the Dominica provisions differ in that the latter does not have the provisions pertaining to "free from all other estates and interest whatsoever including estates and interest of Her Majesty, Her Heirs and Successors." To bind the Crown under the Dominica Ordinance, I would expect to see a similar provision as in the United Kingdom. The only section in the Dominica Ordinance which mentions the Crown is section 123.

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In the goods of Hartley (1899) Probate 40 a case involving a matter under the Land Transfer Act of 1897, it was held that this act did not bind the Crown.

The question of Statutes which bind the Crown is discussed in Halsbury's Laws of England 3rd



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"If, notwithstanding that such documentary title thereto cannot be shown, the Court is satisfied from the Deeds or other documents accompanying the Requests that the applicant has the right to claim the land as owner and that he himself has been in undisturbed possession of the same continuously during the period of 12 years next before the date of the presentation of the request under the Ordinance."

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Continuous possession of Crown Lands for a period of 12 years could not affect the Crown. The 12 years possession would have to be between subject and subject and not between subject and the Crown. Similarly an applicant falling under subsection (1) paragraph (d) of section 12 which provides that adverse possession of land for 30 years would entitle the occupier to acquire the land could not operate against the Crown, as a period of 30 years possession by a subject would not extinguish the right of the Crown to Crown Lands for which a subject has applied.

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The provisions of subsection (1) of section 19 relating to a Certificate of Title that has been wrongly issued reads as follows -

"Any person aggrieved by the issue of a Certificate of Title under this Ordinance may, with the consent of the Administrator, institute a suit as plaintiff against the Attorney General as Defendant."

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This provision could not bind the Crown where the Crown is the person aggrieved.

The provisions of section 33 dealing with the issue of a New Certificate of Title where land has been acquired by prescription could not bind the Crown, the reason being that the Crown is not bound by the Real Property Limitation Ordinance.

Subsection (3) of section 34 which deals with the notation by the Registrar of charges in favour of Government would not bind the Crown.

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These are but a few examples from the Ordinance to indicate some of the provisions that do not apply to the Crown. The Crown however,

enjoys benefits under certain sections of the Ordinance. This is not however in my view a reason why the Crown should be sued by the Ordinance. The Crown can take advantage of a Statute although the Statute does not bind it. I refer to subsection (1) of section 27 of the Crown Proceedings Ordinance (Chap.5):-

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10 "27.(1) This Ordinance shall not prejudice the right of the Crown to take advantage of the provisions of an Ordinance although not named therein; and it is hereby declared that in any civil proceedings against the Crown the provisions of any Ordinance which could, if the proceedings were between subjects, be relied upon by the defendant as a defence to the proceedings, whether in whole or in part, or otherwise, may, subject to any express provision to the contrary, be so relied upon by the Crown."

20 In my view although the Crown can enjoy certain benefits under the Ordinance where Crown Lands are registered under it, the Crown is not because of this bound by the Ordinance by necessary implication. To hold that the Crown is bound under the Ordinance would have this as one of the consequences. At present lands not held by the Crown under the Ordinance are protected from acquisition by 12 or 30 years prescription, yet if the Crown chooses to be registered under section 12 of the Ordinance, a subject could acquire title to Crown Lands after 30 being in possession for the periods mentioned above. This would in effect be creating a Statute of Limitation against the Crown where no such Statute exists at present. This certainly would not make sense.

In my view the Crown is not bound by the Title by Registration Ordinance Cap.222.

40 The last head of Defence to be considered is Head (f) that is, the applicability of the Crown Suits Act 1769 (the Nullum Tempus Act), to Dominica. Counsel for the Defendant submitted that "whatever the rights or wrongs of the situation", the Crown is out of Court. The Crown has been out of possession for over 60 years. That the defendant and his predecessors in title have been in possession for over 150 years.



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Before considering whether the Nullum Tempus Act applies, I would like to have a look at the evidence to discover whether the defendant and his predecessors in Title have been in possession of the portions of lands numbered 1, 2, 3, 4, 6 for over 60 years the requisite period of adverse possession under the Nullum Tempus Act.

The defendant bought Batalie Estate in 1941, at the time of the purchase he was the Manager and I presume that he knew the boundaries of Batalie Estate. Well in May, 1941, he bought 652 acres which included the King's three Chains and bounded as follows:-

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On the North by land of H.D. Shillingford;

On the East by the Batalie river and land of Celestin;

On the South by the Public Road and land of Peter Larocque; and

On the West by the Sea.

In September, 1941 the Defendant applied for a Certificate of Title and stated in the Request that the acreage of Batalie Estate was 776 acres 1 ro. 12.08 poles. In the Abstract of Title Batalie Estate is described as follows:-

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"All that Estate, lands and premises known as Batalie Estate together with the King's three Chains containing 652 acres but by actual survey 776 acres; other lands the property of the applicant being included." The boundaries now given are as follows -

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North by lands of H.D. Shillingford, Ernest Alexander, L.N. Bertrand, heirs of Celestin Jno. Baptiste, Felix Jno. Baptiste and others, heirs of Charles Alexander, Julia Joseph and Others; East by land of Thomas Toussaint, Batalie River and Son and others; West by the Sea; South by lands of Louis Vidal, Son Vidal, Feroux Barry, Emelta Paul, Sidonese Samson, Josephine Casimir, Anestalta Scotland, Public Road, Ishmael George and Ravine. A look at the plan of Batalie Estate as registered will show that the southern boundary of the 652 acres has been drastically changed. Hitherto the

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Southern boundary of the 652 acres was the Public Road and land of Peter Larocque; it is now as shown on the plan, beyond Peter Larocque's land and the Public Road. This change in the boundary may be explained in the words of the Defendant given under cross examination as follows -

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"I bought lands adjoining lands outside of Batalie and later than May 1941."

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10           However no document has been produced by the Defendant to show what other lands he bought subsequent to May 1941, nor was any evidence adduced as to the persons he bought the lands from. There is evidence that he bought 30 acres in 1926 from Angelina Roger and Lenora Roger. The Defendant in his evidence in Chief stated as follows:-

"I don't identify big "6" in the Certificate of Title, I see big 1, 2, 3 and 4, I call them the Grand Savannah they constitute the Grand Savannah."

He further stated -

20           "I know section of estate known as Grand Savannah. It was occupied before 1900 by the McIntyres as owners. It has never been out of the occupation of the McIntyres, myself or my father."

30           From the evidence it is clear that any other lands bought by the Defendant would not be in the Grand Savannah. What is inexplicable is the fact that the Southern boundary of the Batalie Estate is bounded by lands of Peter Larocque and a public Road in May 1941. Yet between May, 1941, and in September, 1941, the boundary is not only different in description but has extended in area. The land granted to Peter Larocque is shown as No.2 of the plan (Ex.29a). If the southern boundary given in  
40           May 1941 is correct it appears that in 1941 the portions numbered 2 and 3 were excluded from the sale of Batalie Estate and could not have been in the possession of the McIntyres nor their predecessors in title for over 60 years. These portions would therefore not be affected by the Nullum Tempus Act. It appears that the other lands mentioned in the Defendant's Certificate of Title had been in the possession of the Defendant and his predecessors in Title for over 60 years.

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It is submitted by Counsel for the defendant that the Nullum Tempus Act extends to Dominica. This submission is founded on a passage by Hogg at page 35, which reads as follows -

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"In most jurisdictions a fee simple title by possession may thus be acquired against the Crown as well as against a private person. The Crown Suits Act 1769 (the Nullum Tempus Act) is in force in the Oversea Dominions unless some express legislation declares the contrary ....."

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Counsel also referred to the Proclamation of 1763 dealing with the ceded Colony of Dominica in support of his submission.

Hogg has cited as authority for the statement at page 35 the following cases -

Attorney General for New South Wales vs Love (1898) A.C. 679 New South Wales. The head note to this case reads as follows -

"The Nullum Tempus Act, by which the Crown is disabled from suing or impleading any person in respect of lands or hereditaments where the right of the Crown has not first accrued within 60 years next before the commencing of such Suit is, by virtue of the Australian Courts Act, 1828 section 24 by which 'all laws and statutes in force within the Realm of England' are to be applied in the Courts of New South Wales and Van Dieman's Land in force in New South Wales."

20

It will be observed that in New South Wales an Act was passed to give effect to the provisions of the Crown Suits Act 1769. The cases of Riddiford vs. Rex (1905) A.C. 147, New Zealand; Emerson vs. Madison (1906) A.C. 569 New Brunswick were also cited as authority for the statement from Hogg. I have read the judgments in these cases carefully and I am unable to agree with the statement that "the Crown Suits Act is in force in the Oversea Dominions, unless some express legislation declares the contrary".

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40

The case of Attorney General vs. Bristowe (1880) 6 A.C. 143 was cited by Counsel for the Defendant. I have read the case but I am unable

to agree that it is authority for the statement by Hogg. I will now refer to the Proclamation of 1763 which is to be found at page LXXI of the Revised Laws of Dominica Vol. 1. This Proclamation among other matters referred to the establishment of General Assemblies and Courts of Law for the Colonies of Grenada, Dominica, etc.

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10 In my view the effect of this Proclamation is that all statutory legislation which were applicable and then in force in England became the law of Dominica and have so remained.

Subsequent to the Proclamation the General Assemblies were the only bodies capable of passing legislation for the Islands subject however to the overriding powers of the Imperial Parliament.

20 Therefore all statutory legislation passed in England after 1763 would not apply to Dominica except they specifically say so. The Common Law of England however remained until amended or repealed by the local Legislature. At page 139 of Clark's Colonial Law the following passage appears -

30 "The laws in force in this island are its own Acts of Assembly, and so much (it is conceived) of the common and statute law of England adapted to the circumstances of the colony as existed prior to the proclamation of 7th October, 1763, and such acts of Parliament passed since, as are expressly declared or manifestly intended to apply to the island, or to the colonies in general."

On his examination under the late commission for inquiry into the administration of justice in the West Indies, the Chief Justice of Dominica thus expresses himself on this subject:-

40 "The common law, as far as applicable to circumstances and colonial situation is generally followed. The Acts of the mother Country antecedent to the colonial establishment, comprising the common law, are in force also. Many English statutes are adopted and deemed in operation which passes before the cession of the island, and all statutes of England which affect us locally."

The Attorney-General observes, "the rule upon

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this subject is so vague and so little understood in the colonies, that decisions founded upon it will be often contradictory."

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I have been unable to find legislation making the Crown Suits Act of 1769 (the Nullum Tempus Act) apply to Dominica. I am unable to say also that it is manifestly intended to apply to Dominica. In my view the Act does not apply to Dominica.

I hold -

(a) The coloured portions of the plan (Ex.29a) containing 292 acres comprise the Batalie Estate. 10

(b) The portions of land numbered 1, 2, 3, 4 and 6 belong to the Crown.

(c) The portion of land numbered 5 does not belong to the Crown.

(d) The 3 chains grants shown on the plan form part of the Batalie Estate.

(e) The Certificate of Title issued to the defendant is not conclusive as against the Crown.

(f) The Title by Registration Ordinance does not bind the Crown. 20

(g) The Nullum Tempus Act does not apply to Dominica.

In view of my findings above judgment will be entered for the Plaintiff and Order -

(1) the Defendant to give up possession of the portions of land numbered 1, 2, 3, 4 and 6 on the plan (Ex.29a) on or before the 15th January, 1967.

(2) the said portions of land to be surveyed by the plaintiff and plans thereof prepared. 30

(3) the plaintiff to submit the plan to the Registrar of Titles.

(4) the Registrar of Titles to take steps to correct the defendant's Certificate of Title dated 14th Nov. 1941.

Costs of this action to be plaintiff's and to be taxed.

.....  
Puisne Judge

NO. 16  
NOTICE AND GROUNDS  
OF APPEAL

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In the British  
Caribbean  
Court of Appeal

No.16

IN THE BRITISH CARIBBEAN COURT OF APPEAL  
APPELLATE JURISDICTION

Notice and  
Grounds of  
Appeal

DOMINICA

10th November  
1966

CIVIL APPEAL No. 7 of 1966

B E T W E E N:

HOWELL DONALD SHILLINGFORD

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Defendant -  
Appellant

- and -

HER MAJESTY'S ATTORNEY GENERAL  
FOR DOMINICA

Plaintiff -  
Respondent

NOTICE OF APPEAL

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Take notice that the Defendant-Appellant being dissatisfied with the decision contained in the judgment of the Honourable Mr. Justice A.F. Louisy dated the 21st day of October 1966, doth hereby appeal to the British Caribbean Court of Appeal upon the grounds set out in paragraph 3 and will at the hearing of the Appeal seek the relief set out in paragraph 4.

And the Defendant-Appellant further states that the names and addresses including his own of the persons directly affected by the appeal are those set out in paragraph 5.

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2. The whole of the said decision.

3. Grounds of Appeal:-

(1) the decision cannot be supported having regard to the evidence in

In the British  
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Court of Appeal

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Appeal

10th November  
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(continued)

the light of the finding of the learned trial judge that the plaintiff/respondent must prove title to succeed.

- (2) There was no sufficient averment on the pleadings nor proof by the plaintiff/respondent at the hearing that the lands the subject of the action had not been granted to the defendant/appellant or to any other person. 10
- (3) The Court having found that the lands in dispute had at some time been granted by the Crown on conditional fee and no ground of forfeiture having been proved or averred the learned judge was in error in finding the title of the plaintiff/respondent proved. 20
- (4) The defendant/appellant had a statutory title conferred by the fact of registration which could not be displaced by a mere inference of forfeiture.
- (5) The Title by Registration Ordinance binds the Crown.
- (6) The Crown is barred by sixty years adverse possession by virtue of the "Nullum Tempus" Act 1769 which applies to lands in Dominica, by reason of the fact that notwithstanding Proclamation of 1763 no assembly was duly summoned until the Proclamation of 1775 first establishing an assembly for Dominica. 30
4. For an order that the judgment of the Honourable Mr. Justice A.F. Louisy on the 21st day of October 1966 as aforesaid be reversed. 40

And for an order that the costs of this appeal and of the trial be paid by the plaintiff/respondent, and for such

further or other order as to the British Caribbean Court of Appeal may seem just.

5. Persons directly affected by the Appeal.

Her Majesty's Attorney General for  
Dominica, Roseau.

Howell Donald Shillingford, Batalie  
Estate.

Dated the 10th day of November 1966.

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(Sgd) H.D. Shillingford  
Appellant.

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In the British  
Caribbean  
Court of Appeal

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No.16

Notice and  
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10th November  
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(continued)



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NO. 17(a)

WEST INDIES ASSOCIATED  
STATES

IN THE COURT OF APPEAL  
DOMINICA

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Lewis C.J.

6th July 1968

Civil Appeal No. 7 of 1966

B E T W E E N:

HOWELL DONALD SHILLINGFORD

- and - Defendant -  
Appellant

HER MAJESTY'S ATTORNEY  
GENERAL FOR DOMINICA

Plaintiff -  
Respondent

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Before: The Honourable the Chief Justice  
The Honourable Mr. Justice Gordon  
The Honourable Mr. Justice Cecil Lewis

K. Alleyne, Q.C., C. Beausoleil and  
B. Alleyne with him, for appellant.

E.F. Gratiaen, Q.C. (U.K.), B. Niles  
and E.D. Mottley with him, for  
respondent.

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February 21, 22, June 17,  
1968

Lewis, C.J. :

In this case the respondent sought  
to recover from the appellant certain portions  
of land totalling 486 acres incorporated in  
776 acres of land situated in the parish  
of St. Joseph comprised in a certificate of  
title in respect of the Batalie Estate or  
Plantation dated 14th November, 1951, issued  
by the Registrar of Titles to the appellant  
and registered in Vol. R. folio 126, and to  
have the certificate of title rectified  
accordingly. Annexed to the certificate of  
title so as to form part thereof is a plan  
of the survey of the 776 acres of land prepared

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by Hughes Shillingford, a licensed surveyor, which survey was carried out between the 19th July and the 28th August, 1941. It is not in dispute that the appellant is and was at the time of the issue of the certificate of title in possession of all the land shown on the plan. The respondent claimed a declaration that the 486 acres are the property of the Crown in its right of the Government of Dominica, and briefly it may be stated that the basis of his claim was that an exhaustive search of the records in the Lands Registry disclosed that these lands had originally formed part of the Crown's domains and had never been alienated to the appellant or any of his predecessors in title, and that the true acreage of the Batalie Estate is 290 acres. Reliance was placed upon searches made by the witnesses Albert Matthew, a Legal Assistant in the Attorney-General's department, and Karl Winski, a licensed surveyor.

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The certificate of title was issued to the appellant on the basis of a Request supported by a deed of conveyance from Eleanor Margaret Macintyre and others to him dated 31st May, 1941 and recorded in Book of Deeds "Q" No. 7 folios 487-491. In this deed the land conveyed is described as "all that estate lands and premises known as the Batalie Estate together with the King's Three Chains containing 652 acres". In the Abstract of Title exhibited with the Request the difference between this 652 acres and the 776 acres stated in the Request was reconciled by the statement "other lands the property of the applicant being included".

The lands claimed by the respondent comprise certain parcels of the Queen's Three Chains and six parcels of land, of which four lie to the south and west and the remaining two to the north, of the 290 acres of land which the respondent alleged alone compose the Batalie Estate and of which the respondent by his Statement of Claim conceded the ownership to the appellant. On a copy of Shillingford's plan (Ex.29A) prepared and put in evidence by the respondent's witness Karl Winski, these six parcels are identified and marked out by Winski and numbered 1 to 6, and their acreages are stated as follows: No. 1 - 100, No. 2 - 60,

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No. 3 - 60, No. 4 - 64, No. 5 - 93, No. 6 - 24: a total of 401 acres. Winski also marked out on Exhibit 29 a number of contiguous parcels of land which the respondent contends are the only parcels truly comprised in the Batalie Estate. These he identified on the plan by colours, their acreages being: Green - 122, Red - 116, Yellow - 42, Grey - 12: totalling 292 acres. A part of one of the parcels coloured green lies outside the northern boundary line as drawn by Shillingford and was drawn in by Winski. On Shillingford's plan this is shown as belonging to Julia Jules and others, and this portion of land is not included in the certificate of title. Winski also identified three portions of the Queen's Three Chains comprising some 9 acres which were the subject matter of two grants to the owners of the Batalie Estate in 1855 and 1867 respectively. Thus, according to Winski the lands shown on Shillingford's plan, including the portion lying outside the northern boundary referred to above, total 702 acres and not 776 acres as stated by Shillingford.

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It appears from the evidence that the Batalie Estate or Plantation derives its name from the Batalie River which flows westward through the parish of St. Joseph and empties into the Batalie Bay. The plantation seems to have been established by William Sinclair who in December 1794 purchased from the Provost General four parcels of land lying to the North and South of the Batalie River (Ex.2) namely, a plantation of 82 acres and 3 other parcels, the whole totalling 116 acres. These are the parcels coloured Red on Ex.29A. These lands were at the time of his purchase held as leasehold, on 40-year terms, and are referred to as a leasehold plantation in most of the recorded transfers of the Batalie Estate up to 1857.

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After certain intermediate dealings this plantation was purchased by Robert Reid on behalf of himself, James Laing and John Lucas in December 1804, and added by them to an estate which they had recently formed of lands partly granted to them by the Crown -

122 acres, in July 1804 - and partly purchased from various persons - 42 acres and 12 acres respectively. These lands are shown on the plan, Ex. 29A, coloured green, yellow and grey respectively. The Crown Grant of the 122 acres (Ex.4) takes the form of a grant of occupancy whereby licence and permission is given to the grantees "their heirs and assigns .... to use occupy possess and enjoy .... for ever" the lands granted, subject to certain conditions. One of these was a condition against assignment without the licence or permission in writing of the Governor, on breach of which the grant was to be "null and void to all intents and purposes whatsoever..." The records do not show how the parcels of 42 acres and 12 acres were acquired by Reid, Laing and Lucas; but a Grant of the 12 acres to one Jean Perreau his heirs and assigns in free and common socage was produced (Ex.3). No Crown Grant or other conveyance in respect of the 42 acre lot was found in the Registry. These 176 acres have always been dealt with as freehold by the owners of the Batalie Estate.

The Crown's case was that the Batalie Estate consists only of the leasehold plantation of 116 acres and the freehold lands of 176 acres, and that the appellant has no valid title to the other lands shown on Shillingford's plan and included in the certificate of title.

The evidence establishes that Laing, Reid and Lucas acquired from the Crown two other parcels of land, both of which form part of the lands in dispute. One of these is a lot of about 100 acres lying to the South of the Batalie River and West of a portion of the leasehold plantation. The Crown Grant to Laing and Reid (Ex.28) recorded 18th July 1812, recites a petition by Laing and Reid stating that this lot "has for many years past been used as a pasture for the cattle of the" Batalie plantation. The Grant is in terms similar to the 1804 Grant of 122 acres. There is no record of any assignment of this lot. This is the lot shown as No.1

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on Ex. 29A. The Crown Grant states and the plan annexed to the Grant shows that this land bounds on its south-east with lands granted to Pierre (or Peter) Larocque.

In respect of the other lot about 64 acres in extent, which Reid, Laing and Lucas seem to have acquired, no Crown Grant or other conveyance has been traced, but the inference that it was granted to them about the same time has been drawn, conceded by the plaintiff, and so held by the trial judge, from references in the Crown Grant to Peter Larocque and the plan annexed thereto dated 24th July, 1812 (Ex.30). This lot, numbered 4 on Ex.29A, is bounded on the North and West by the Batalie plantation and South by Peter Larocque's land.

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Thus in July, 1812 Laing, Reid and Lucas appear to have been in occupation as owners, on freehold or leasehold tenure, of the coloured portions, totalling 292 acres and lots Nos. 1 and 4 totalling 164 acres, in all 456 acres of land, in the immediate vicinity of the Batalie River.

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In 1839 the trustees of the Estates of Laing and Reid conveyed to Anne Rose Levilloux by deed (Ex. 19) the Batalie Estate which is therein described as composed of lands estimated to be 290 acres or thereabouts. The deed recites that the deceased were entitled as tenants in common by virtue of duly recorded conveyances and assurances; but there is no record of any transfer to Laing and Reid of Lucas's share in the estate. This deed purported to carry out an Agreement made between Laing and the Executor of Reid's Estate on the one hand and the purchaser's late husband on the other hand. No mention is made in the deed of the lots Nos. 1 and 4. The Estate is said to consist of the freehold portions of 42, 12 and 122 acres respectively and the "leasehold plantation", which "with the several pieces or parcels of land adjoining and contiguous thereto . . . . called Batalie plantation" are said to contain 114 acres. The boundaries of the leasehold plantation are not given. This description of the Batalie Estate is repeated in the

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conveyances of the Batalie Estate up to 1857.

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10 From 1839 to 1931 there is a continuous chain of title to these lands. This includes the will of Dr. John Imray, who by deeds in 1850 and 1857 acquired the whole estate. By 1931 the Macintyre family, the vendors to the plaintiffs, had acquired all interests in the Batalie Estate by virtue of Dr. Imray's will and certain conveyances. This chain of title does not mention lots Nos. 1 and 4.

20 The learned trial judge found in effect that the respondent had established his case that Dr. John Imray at the date of his death in August 1880 had a documentary title in respect of the Batalie Estate only to the lands shown as coloured on the plan "Ex.29A", that is 292 acres. With this finding I agree, with one reservation, that to these must be added the three portions of the Queen's Three Chains totalling approximately 9 acres, acquired by him in 1855 and 1867, adjoining the leasehold plantation and Lot No. 1, which must be regarded as part of the Batalie Estate. The learned judge's finding that this is the most he could have left by his will is more questionable and in my opinion failed to take into account the evidence derived from 30 the 1867 Grant that at that time Imray was occupying Lot No. 1 as part of the Batalie Estate.

Perhaps I should mention here that a sale of 53 acres of land by Dr. Imray to one Blanc in April 1862 which the learned judge treated as a sale of part of the Batalie Estate is more likely part of Lot No. 4, for its northern and western boundaries are given as the Batalie Estate.

40 However this may be, the learned judge found that the appellant and his predecessors in title have been in possession of the lands comprised in the certificate of title except lots Nos. 2 and 3 for over sixty years. The appellant, who before he purchased in 1941 had been manager of the estate since 1919, says

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that the Macintyres occupied as owners from before 1900. If this is so, in the absence of any documentary title they must have claimed ownership by adverse possession. Certainly, in 1941 they purported to sell to the appellant lots Nos. 1 and 4, for they gave as their southern boundary the lands of Peter Larocque, namely Lot No. 2.

In the Indenture of Sale of May 1941 (Ex. 15) the Macintyres claimed to be "well seized and possessed in unincumbered fee simple in possession" of the 652 acres of land conveyed. The description of the Batalie Estate contained in earlier deeds was not repeated. From the boundaries given the lands conveyed seem to have included the lands described in the deed of 1839 (Ex.19), lots 1 and 4 (originally granted to Laing, Reid and Lucas), the three lots of the Queen's Three Chains granted to Imray, and, it seems, Lot No. 6 - part of a 50 acre lot granted to Widow Bellair in 1804. Since Peter Larocque's land is given as the southern boundary, this seems to exclude Lot. No. 2 and also Lot. No. 3, Anderson's lot, which lies to the south of Lot No. 2. They can hardly have intended to convey Lot No. 5 to the appellant for he was already the owner of the southern portion of this lot, which is contiguous to the Batalie Estate on its northern boundary, having acquired it from Angeline Roger and Leonora Roger in 1926 (Ex. 32). No attempt seems to have been made at the trial to reconcile the stated acreage, 652 acres, with the given boundaries.

For his defence the appellant relied upon his certificate of title, which he contends is conclusive against all persons including the Crown, and upon the long possession of himself and his predecessors in title.

The learned trial judge held that the onus was on the Crown to prove that it had a better title to the lands it claimed than the appellant, and the appeal has been argued by the respondent on this basis. The learned judge upheld the claim of the Crown to Lots 1, 2, 3, 4 and 6 and rejected its claim to Lot No. 5 and the parcels of the Queen's Three

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Chains. He held that Lots 1, 2, 3, 4 and 6 had all been granted by the Crown subject to the condition that they should not be assigned without the written licence of Government, that there had been a breach of this condition incurring a forfeiture, and that the Crown's right of re-entry had been asserted by the commencement of the action to recover.

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10           The learned judge held that the certificate  
of title is not conclusive against the Crown,  
the Crown not being bound by the relevant  
provisions of the Title by Registration  
Ordinance, Cap. 222. He further held that  
long possession did not avail the appellant,  
as the Crown Suits Act, 1769 (U.K.) (The  
Nullum Tempus Act) is not in force in  
Dominica.

This appeal raises three questions:

- 20           (1) Has the Crown established its owner-  
ship of lots Nos. 1, 2, 3, 4 and 6?
- (2) If yes, is the appellant's  
certificate of title indefeasible as  
against the Crown?
- (3) Is the Crown barred from recovering  
by sixty years adverse possession by  
virtue of the Nullum Tempus Act?

30           As to (1) - Crown's title. Learned  
counsel for the appellant did not seek to  
support the learned judge's finding that  
the Crown was entitled to recover on the  
basis of forfeiture for breach of condition,  
and frankly admitted that there was no  
evidence of any unauthorised assignment by  
the grantees or their heirs. He submitted,  
however, that the Crown, in its grants to  
third parties of these lots had retained  
sufficient rights of ownership to entitle  
it to the relief claimed. The grants, he  
40           contended, were of limited rights only,  
not absolute grants divesting the Crown of its  
ownership. Referring to the grants in  
evidence in respect of Lots 1, 2 and 6, he  
urged that only occupancy rights were  
granted but subject to the condition that



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if there is an unapproved assignment or a require-  
ment for a public purpose or if without any  
reason assigned the Crown thought fit upon  
notification to the grantee, the Crown could  
determine the grant. The Crown, he submitted,  
had retained its ownership subject to revocable  
rights of occupancy in persons not to be found  
in the appellant's chain of title. In the  
case of Lots 3 and 4, although the grants  
could not be found, the evidence established 10  
that they were to persons not in the appellant's  
chain of title. Learned counsel contended that  
in view of the learned judge's finding that  
the appellant and his predecessors in title had  
been in possession of Lots 1, 4 and 6 for over  
sixty years, and the appellant of Lots 2 and 3  
since 1941, and as no heirs or assigns of the  
grantees had come forward to claim the lands,  
it was established that the lands had been 20  
abandoned by the persons entitled to rights of  
occupation under the grants, and the Crown was  
therefore entitled to re-enter and resume  
possession to protect its rights: as against  
the Crown the appellant was a mere trespasser  
who could not plead the ius tertii.

The Court was referred to passages in Bacon's  
Abridgement Vol. VI, including the following, at  
p.460:

"...the King's grants proceeding from his own  
bounty and liberality, none ought to have 30  
any benefit from them but those for whom  
he first designed them."

"Also, no man can make himself a title to the  
King's possession, without matter of  
record; and therefore none can claim any  
of them as occupant, because that is an  
act in pais, and no matter of record".

Learned counsel for the appellant submitted  
that the appellant was not a trespasser. All the  
lots in dispute had been granted in fee simple 40  
by the Crown and there was no record of any  
surrender. The relevant time to be looked at  
was the date in 1941 when the certificate of  
title was granted and not the date of  
commencement of suit in 1964. The Crown  
had taken no steps under the Grants to determine

them. The appellant and their predecessors in title having prescribed against the legitimate grantees, the appellant at the time of the issue to him of the certificate of title was entitled to hold the lands on the same terms on which they had been originally granted.

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The grants in evidence, which relate to Lots 1, 2 and 6, are self-styled grants of occupancy of the lands to which they relate, and are in the same form and terms as the grant of 1804 (Ex.4) to Laing, Reid and Lucas of the 122 acres to which I have already referred. The learned trial judge held that they were grants in fee simple upon condition. This may technically be their true legal classification, for the grant is made to the grantee and his heirs for ever. Assuming this to be so it is nevertheless clear that the rights which they confer in the land are granted subject to the express conditions as to the Crown's right to determine them. The grantee holds his estate on an insecure tenure, overshadowed by the Crown's right to terminate it at will upon notification without the grantee being entitled to claim or receive any compensation. This condition may seem inconsistent with a fee simple, but the Crown, save in so far as any statutory provision binding upon it may prescribe otherwise, is entitled to grant its lands subject to such conditions as it may deem fit. I agree with learned counsel for the respondent that by these grants the Crown did not dispose absolutely of its rights of ownership but retained sufficient of its rights to entitle it to retake possession of the land in appropriate circumstances.

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Where, as in this case, the persons entitled under the grant have gone out of possession, and a third party has entered and remained in adverse possession for a period of time which under the Real Property Limitation Ordinance Cap. 16, is sufficient to bar their right to recover the property from the occupant, and even to extinguish their title to the land, the Crown is entitled, in my opinion, in the exercise of its right of ownership,

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to re-enter to protect its rights, and to recover the land from the occupant. The submission of learned counsel for the appellant that the rights of the persons entitled under the grant are transferred to the third party in possession is in my view unsound. See Tichborne v. Weir (1891-4) All E.R. Rep.449. It is conceded that the Crown is not bound by the provisions of the Real Property Limitation Ordinance, so that unless the appellant is protected by his certificate of title or the Nullum Tempus Act the Crown is entitled to recover from him Lots Nos. 1, 2 and 6.

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The position is somewhat different with respect to Lots Nos. 3 and 4 in respect of which no Crown Grants were put in evidence.

With respect to Lot No. 4 the fact that a grant was made to Laing and Lucas is an inference from references in the Crown Grant to Peter Larocque. No evidence, primary or secondary, of the terms of the grant was produced. That the Crown granted the land to these persons has been accepted by the Crown and so found by the learned trial judge. The learned judge went on to hold that "it is not unreasonable to conclude" that the terms of this grant were similar to those of the grant of Lots Nos. 1 and 2. In my opinion, in the absence of evidence as to the precise terms of the grant the Court cannot make a finding as to its terms. Nor is the Crown entitled to recover on the basis of what is little more than speculation that by its grant the Crown retained a right of ownership.

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Similar considerations apply in the case of Lot No. 3. Here an error seems unfortunately to have crept into the very careful judgment of the learned judge, who purports to cite from a grant relating to this lot. The only evidence about the grant of Lot No. 3 is a Petition by William Anderson dated 26th September, 1812 to the President and Commander in Chief of Dominica, in which the former prayed for and the latter granted a licence to sell to George Cunningham 60 acres of Crown lands recently granted to him. At the foot of this Exhibit (Ex.31) is a reference which reads "P4 fol.301 --

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60 acre grant on 29th July, 1812 to William Anderson". The grant itself was not produced and there is no evidence that it contained a condition for determination at will.

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I hold that the Crown has not established its title to Lots 3 and 4.

                      
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2. Indefeasibility of certificate of title.

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10 It was submitted that the learned trial judge was wrong in holding that the plaintiff's certificate of title does not debar the Crown from recovering the lands. This submission is based upon section 8 of the Title by Registration Ordinance, Cap. 222, which is as follows:-

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(continued)

"8. All certificates of title granted under this Ordinance, and all notings or mortgages and incumbrances on the same, shall be indefeasible".

20 The definition of "indefeasible" given in the First Schedule and imported into section 8 by s.2 (3) of the Ordinance is as follows:

30 "Indefeasible. The word used to express that the certificate of title issued by the registrar of titles, and the notings by him thereon, cannot be challenged in any Court of law on the ground that some person, other than the person named therein as the registered proprietor, is the true owner of the land therein set forth, or on the ground that the mortgages or incumbrances in the notings thereon are not mortgages and incumbrances on the said land; except on the ground of fraud connected with the issue of such certificate of title, or the noting of such mortgages or incumbrances, or that the title of the registered proprietor had been superseded by a title acquired under the Real Property Limitation Ordinance, by the person making the challenge. The word also means that, 40 the certificate of title being issued by the Government of the Colony, the Government of the Colony is, with the

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exceptions above mentioned, prepared to maintain the title in favour of the registered proprietor, leaving anyone justly aggrieved by its issue to bring an action for money damages against the Government of the Colony".

The learned trial judge after full consideration of a number of authorities and of the provisions of Cap. 222 reached the conclusion that the effect of s.8 is to make the certificate of title conclusive as between subject and subject but not as between a subject and the Crown. 10

The principle of law to be applied is not in dispute. It is set out in s.31 of the Interpretation and General Clauses Ordinance, Cap. 67, as follows:

"No ordinance shall in any manner whatsoever affect the rights of the Crown unless it is therein expressly provided, or unless it appears by necessary implication that the Crown is bound thereby". 20

For an authoritative interpretation of the principle the Court was referred to Province of Bombay v. Municipal Corporation of the City of Bombay and anor. (1947) A.C.58. In deciding whether the Crown is bound by necessary implication -

".... the apparent purpose of the statute is one element, and may be an important element, to be considered when an intention to bind the Crown is alleged. If it can be affirmed that, at the time when the statute was passed and received the royal sanction, it was apparent from its terms that its beneficent purpose must be wholly frustrated unless the Crown were bound, then it may be inferred that the Crown has agreed to be bound. ... When the court is asked to draw this inference, it must always be remembered that, if it be the intention of the legislature that the Crown shall be bound, nothing is easier than to say so in plain words". 30 40

The fact that counsel on both sides relied upon this case in support of their submissions indicates that while the principle is well settled its application may present difficulty.

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10           Learned counsel for the appellant  
submitted that s.8 expressly names the  
Government - the Crown - and that all the  
Court has to do is to say what the words mean.  
The words, he submitted, create a statutory  
government guarantee in favour of the  
registered proprietor and there is no reason  
to restrict this guarantee to cases of disputes  
between subjects. He contended that the  
purpose and scheme of the Ordinance showed that  
it was intended that the Crown should be bound.  
The purpose of the Ordinance was to achieve  
certainty in a situation in which all land in  
20           Dominica was derived originally from Crown  
Grants and there were in many cases gaps in  
the records of titles of persons claiming to  
be owners. If the certificate of title were  
held to be not conclusive against the Crown the  
whole system of indefeasibility of title would  
be wide open and the purpose of the Ordinance  
would be defeated. He submitted that the scheme  
of the Ordinance for achieving certainty of title  
embraced Crown Grants, provided a formula  
for protection of Crown rights and created a  
30           statutory government (Crown) guarantee.

Learned counsel referred to s. 121 of the  
Ordinance which authorises the Registrar of  
Titles, of his own motion, to enter a caveat  
upon the register to protect the rights of the  
Crown and argued that these rights would  
require no protection if they could not be  
prejudiced by the issue of a certificate of  
title. S.7, which gives a grantee of Crown  
land a right to elect to have a certificate  
40           of title issued to him in lieu of the grant, was  
cited as indicating the superiority of the  
certificate of title over a Crown grant.

Learned counsel also referred to sections  
of the Ordinance dealing with the cancellation  
or correction of a certificate of title and  
submitted that the certificate can only be

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attacked on the grounds and in the manner stated  
in the Ordinance.

Reference was also made to the opinion  
expressed by Hogg in The Registration of Title  
to Land throughout the Empire, at page 103  
that -

"the better opinion seems to be that the  
register is conclusive against the Crown  
as regards the ordinary rights of property  
enjoyed by subjects".

10

and to the decision of Higinbotham C.J. in  
Attorney General v. Goldsborough and others  
(1889) 15 Vict. L.R.638, that the Crown is bound  
by the provisions of the Transfer of Land  
Statute of Victoria.

On behalf of the respondent it was submitted  
that the Ordinance does not purport to bind the  
Crown expressly, and that in certain respects it  
indicates otherwise. First, there is nothing  
in the Ordinance which indicates that the Crown  
in respect of ungranted or unoccupied Crown lands  
should protect itself by registering itself as  
owner. Secondly, the general scheme of the  
Ordinance fits perfectly if it is regarded as  
giving title as between subjects only. Thirdly,  
the draftsman of the Ordinance in 1887 had  
available to him s. 7 of the Land Transfer Act  
of the U.K. which expressly conferred on the  
registered proprietor an estate in fee simple,  
subject to certain specified incumbrances and  
interests but free from all other estates  
and interests whatsoever, including estates and  
interests of Her Majesty". S.10 of the Ordinance,  
which confers on the registered proprietor "the  
fullest and most unqualified right which can be  
held in land by any subject of the Crown under the  
law of England," must, it was submitted, be  
construed subject to the limitation "as between  
subject and subject".

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I have carefully considered the foregoing  
submissions and all the authorities cited by  
counsel and am of opinion that the Crown is  
bound by ss. 8 and 10 of the Ordinance and that  
the certificate of title cannot be challenged  
by it except on the grounds mentioned in the

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Ordinance. I agree with learned counsel for the appellant that the indefeasibility of the certificate established by s.8 involves a guarantee or pledge by the Crown in its right of the Government of Dominica that it will maintain in favour of the registered proprietor the title which it has conferred on him by means of the certificate of title which it has itself issued to him. The registered proprietor is the beneficiary of that guarantee and it is, in my opinion, illogical to hold that the Government is not bound to honour that guarantee as between itself and him, but is bound to do so as between itself and some other subject. The ordinary meaning of the words "maintain...in favour of" is "to support or assert as valid for the benefit or advantage of". I see no reason to restrict this broad meaning to the case of complaints by persons other than the Government. The contention of the Crown amounts to this: "Acting under the Ordinance I issued you a title to certain lands and promised to support this title for your advantage, but as I now find that the lands were mine I am not bound by my promise to support the title". In my opinion this contention is untenable. If, as against the registered proprietor the Crown can plead that it is not bound by the provisions of the Ordinance, then it can plead similarly as against any other subject who being justly aggrieved seeks to recover damages against it under these provisions. This would make nonsense of the guarantee.

Section 7 of the Land Transfer Act, 1875 (U.K.) referred to above, has now been replaced by section 5 of the Land Registration Act, 1925 (U.K.) which contains similar provisions. Section 10 of the Ordinance, like these sections of the U.K. Acts, is expressly defining the plenitude of the right in the registered land which registration is to confer upon a registered proprietor. It does so by reference to the law of England, equating the right of the registered proprietor to "the fullest and most unqualified right which can be held in land by any subject of the Crown" under

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that law. Note that the words are "by any subject of the Crown", indicating that the Legislature had in mind the relationship between Crown and subject. The right thus conferred cannot be less full or unqualified than that conferred upon a registered proprietor by section 5 of the Land Registration Act, 1925, - not less full than an estate in fee simple in possession .... free from all other estates and interests whatsoever, including estates and interests of Her Majesty. This being so, the Crown is in my judgment barred by section 10 of the Ordinance from asserting as against the registered proprietor named in a certificate of title its right of ownership in any of the lands included in the certificate of title.

10

There is, I think, great merit in the argument advanced by learned counsel for the appellant that the provisions of the Ordinance designed to achieve certainty of title would be frustrated if the Crown were not bound by its provisions. Consequent upon the conquest and cession of Dominica in 1763 all land in the State was thereafter derived from the Crown. The difficulty of establishing an unbroken chain of title to land back to the original Crown Grant has been highlighted by the evidence in this case. Winski's evidence tells of the poor condition of the early records which at least limits the value of the so-called exhaustive search. Informal transfers and partitions of land recognised as binding amongst members of a family and in the local community are a feature of social life in these Islands with which the courts are familiar. In Dominica long possession plays an important part in the establishment of ownership and this has been recognised by the provisions of the Ordinance. If, as learned counsel for the Crown submitted, the Crown can attack any land the title to which is wholly or partly based upon long possession and the certificate of title issued by the Government after due observance of the provisions of the Ordinance will avail the holder nothing, the result must be great uncertainty and insecurity of title. I do not, however, rest my decision on this, as I

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consider that sections 8 and 10 of the Ordinance, on a true construction, clearly establish the conclusiveness of a certificate of title as against the Crown.

### 3. Nullum Tempus Act.

10 The argument under this ground was founded on a Royal Proclamation of 7th October, 1763 which is reproduced in Vol. I of the Revised Laws of Dominica, 1961, at page lxxi. This Proclamation after reciting inter alia that the American territories secured to the Crown by the Treaty of Peace of February 1763, had been erected into four separate Governments, one of which, the Government of Grenada, included Dominica; declared that provision had been made by letters patent for the summoning of a general assembly, with power to the Governor, with the consent of the council and  
20 assembly, to make laws for the public peace and welfare of the said Colony, "as near as may be agreeable to the laws of England ... and in the meantime, and until such Assemblies can be called..." empowered the Governor to constitute courts "for the hearing and determining all causes, as well Criminal as Civil, according to law and equity and as near as may be agreeable to the laws of England..."

30 It was submitted for the appellant that by virtue of this proclamation the Nullum Tempus Act, enacted in England in 1769, became part of the law of Dominica.

40 In my opinion the effect of this proclamation was to authorise the courts which were to be set up to administer justice according to the common law and equity and such statutes as existed at the time of the proclamation in so far as such statutes were general regulations equally applicable to any country governed by English law, and were not statutes which, having grown out of local circumstances in Great Britain, were intended to have a local operation only. (See Attorney-General v. Stewart 2 Mer.143, in which the effect of this proclamation to Grenada was discussed).

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Though Dominica was subject to the control of Parliament statutes passed after the promulgation of the proclamation would not, in my opinion, extend to Dominica without express words showing the intention of Parliament that they should.

I agree with the learned trial judge that the Nullum Tempus Act is not in force in Dominica.

In the result I would allow the appeal and order that the judgment of the court below be set aside and that judgment be entered for the appellant with costs here and in the court below.

10

(Sgd) A.M. Lewis  
Chief Justice

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On the 14th November, 1941 the appellant was granted in respect of 'all that estate lands and premises known as the Batalie Estate', comprising in all 776 acres, a first certificate of title under the Title by Registration Ordinance (Cap. 222) of the Laws of Dominica.

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On the 21st May, 1964 the Attorney General as respondent, on behalf of the Government of Dominica, filed a writ of summons against the appellant, asking for a Declaration that certain portions of land comprising 486 acres incorporated in the 776 acres, registered on the appellant's certificate of title in respect of the Batalie estate, were Crown lands.

30

For purposes of ready identification of the various portions of the land which comprise the present Batalie Estate, a plan of the lands in question with appropriate shadings and numbers, was put in evidence as Exhibit 29A (hereinafter referred to as "the plan"). The

action referred to above was heard by Louisy J. on the 15th November, 1965, and on the 21st October, 1966 he entered judgment for the respondent and made the following Order:

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"(1) the defendant to give up possession of the portions of land numbered 1, 2, 3, 4 and 6 on the plan (ex. 29A) on or before the 15th January 1967;

10 (2) the said portions of land to be surveyed by the plaintiff and plans thereof prepared;

(3) the plaintiff to submit the plan to the Registrar of Titles;

(4) the Registrar of Titles to take steps to correct the defendant's Certificate of title dated 14th November, 1941;

costs of this action to be plaintiff's and to be taxed".

20 The appellant has appealed to this Court against this judgment.

30 The history of events leading up to this litigation covers a period of close on 175 years and has had to be compiled from such ancient documents as have been tendered in evidence. The Batalie plantation first came into being with the lease by Government to the then owners of certain contiguous parcels of land. The interests in these parcels of leasehold lands were as a result of a sale, evidenced by an indenture of the 17th January, 1794 under which the Provost Marshal conveyed to William Sinclair 116 acres (comprising 4 parcels of 82, 5, 19 and 10 acres) leasehold land, and on the 11th December, 1804 his executors sold his interests in these lands to Robert Reid, James Laing and John Lucas. On the 28th March, 1839 the interests of Reid and Laing, both deceased at the time, were sold by their respective executors to Theodore Levilloux who subsequently mortgaged the Estate to Government. In the mortgage instrument the area of the estate was described as 290 acres of which 114 acres were leasehold. It is from this stage that the Estate was described as 290 acres and not

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292 acres. Consequent on Levilloux's failure to redeem this mortgage the Batalie Estate was sold by judicial sale. By then the Batalie Estate comprised 292 acres made up of 116 acres leasehold and 176 acres freehold.

By a deed dated 2nd September, 1850 recorded on the 10th September, 1851 (ex.5) the Batalie Estate then described as comprising by estimation 290 acres made up and composed of several parcels of land, viz:

10

42 acres	}	freehold
12 "		
122 "		
<u>114</u> "		leasehold
290 acres		

all contiguous and shaded red, green, yellow and grey on the map, was conveyed by the Provost Marshall, as a result of a judicial sale, to John Imray and Theodore Gordon as tenants in common, their heirs executors and administrators. It is noteworthy that by this judicial sale an estate in fee simple was passed. By a deed of sale dated 28th January, 1857, Theodore Gordon sold his half share of the Estate to John Imray who thus became the sole owner. The Batalie estate represented by this sale is shaded red, green, yellow and grey on the plan.

20

Consequent on a series of transactions over the years, the McIntyre family, by finally acquiring one half share of the Batalie Estate from the Dominica Church Council on the 22nd March, 1916 became the owners of the Estate which they sold to the appellant in 1941. By this latter sale the McIntyres conveyed 652 acres the area which the Batalie Estate had by then become.

30

In the same year an application was made by the appellant to Government for a certificate of title which was granted in respect of 776 acres of land as being the Batalie Estate and adjoining lands. Included in the plan relating to the acreage for which the certificate of title was granted were the original 290 acres shaded in red, green, grey and yellow, six lots numbered 1 - 6, and three unshaded spots, to wit, an

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area of the Queen's Three Chains on the foreshore. The portion of 12 acres shaded in grey will be the subject of later comment. It is as well at this stage to advert to the historical background in respect of each of these portions:

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10 Lot 1: By an indenture dated 18th December, 1812 (exhibit 28) the Crown granted to James Laing and Robert Reid, their heirs and assigns, 100 acres, upon the express condition that they were not to sell without licence or permission in writing of the Crown. These persons went into occupation and occupied these lands for many years, for a grant of the foreshore of five acres to Laing and Reid on 15th April, 1867 is supporting evidence that they were at the time in occupation of the contiguous lands. When the McIntyre family sold to the appellant 20 on 31st May, 1941 this lot was included in the area which they sold as Batalie Estate, and their claim to it was no doubt based on a prescriptive title, indeed the trial judge found that predecessors of the appellant had been in possession for over 60 years.

30 Lot 2: By a deed recorded on the 24th July, 1812, the Crown granted by a Royal licence, 60 acres of land to Peter Larocque his heirs and assigns, to occupy, possess and enjoy the parcel of land save and except gold and silver mines.

Lot 3: At the foot of a document purporting to be an application by William Anderson to Government dated 26th September, 1812 (ex. 31) seeking permission to sell 60 acres of land to one Cunningham and which was duly granted on the 12th October, 1812, there appears the following footnote:

40 "P.4 folio 301 60 acre grant on 29th July, 1812 to William Anderson".

This footnote, however, is not a part of the document.

Although this grant was not in evidence the trial judge assuming the footnote to be

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accurate, inferred that this note was referable to lot 3 on the plan.

It is however to be observed that, having regard to the boundaries of the area of the Batalie Estate which the McIntyre family sold to the appellant on the 31st May, 1941, these two lots Nos. 2 and 3 on the plan were not included as part of the then Batalie Estate.

Lot 4: There is no deed in evidence relating to this lot, indicated on the plan as being 64 acres in area. There is, however, a reference to it in a Crown grant to Peter Larocque dated 24th July, 1812; it was there stated that the lot which was the subject of the grant was bounded on the north partly by lands of Laing, Reid and Lucas. 10

Lot 5: By an indenture dated 30th April, 1926, Angelina Roger and Leonora Roger sold 30 acres more or less to the appellant. The survey of this land has however revealed the acreage to be 93 acres and the deed indicates the southern boundary to be that of the Batalie Estate. 20

Lot 6: This lot indicated on the plan as 24 acres appears to be the western portion of lands which were part of a Crown grant of 50 acres to Marie Victoria Bellair, her heirs and assigns, as per deed dated 4th August, 1804.

Foreshore grants: On the 31st July, 1855 the Crown granted a strip of three chains (or 3 acres, 1 rood, 20 perches) contiguous to Batalie Estate, to Theodore Gordon and John Imray, the proprietors of Batalie Estate, their heirs and assigns 'for ever in fee and common socage ', and on the 15th April, 1867 a further Crown grant in fee simple of 5 acres of the foreshore was granted to John Imray, his heirs and assigns. 30

In this latter deed, reference is there made to the earlier grant, and to the fact that both these strips were contiguous to lands of Batalie Estate. A plan of these two strips, attached to the grant, makes it clear that the lands to which the 5 acres are contiguous and which are described as Batalie Estate, comprise 40

the area referred to as Lot 1 earlier. The inference to be drawn from this document is that in 1867 John Inray was the proprietor of the Batalie Estate, of which Lot 1 was a component part.

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10 Lying almost in the centre of the Batalie estate is a 12-acre lot of land shaded in grey on the plan. This strip is south of the area shaded yellow and south of the Batalie river, and it is north of Lot 4 and some mountainous land which is described in contemporary deeds as "the impracticable ridge". No record or conveyance has been discovered in connection with this area, beyond a Crown grant dated 20th February, 1789, in favour of Jean Perreau and in which the boundaries are there described as North by Batalie River, west and south by the impracticable ridge bounding the Grand Savannah, and south-easterly on a road. This 20 lot is, however, included in the lands in the possession of the appellant and comprises a part of the land for which a certificate of title was issued.

30 In view, however, of the unchallenged finding of the trial judge that Lot 5 (93 acres in area) belongs to the appellant and the fact that counsel for the respondent indicated that he was not disputing the appellant's ownership of the 12-acre lot shaded in grey, the necessity for further reference to these two portions will not arise.

Before this Court the following grounds of appeal were urged:

- 40 "(1) the decision cannot be supported having regard to the evidence in the light of the finding of the learned trial judge that the plaintiff/respondent must prove title to succeed.
- (2) there was no sufficient averment on the pleadings nor proof by the plaintiff/respondent at the hearing that the lands the subject of the action had not been granted to the defendant/appellant or to any other person.



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- (3) the Court having found that the lands in dispute had at some time been granted by the Crown on conditional fee and no ground of forfeiture having been proved or averred the learned judge was in error in finding the title of the plaintiff/respondent proved.
- (4) the defendant/appellant had a statutory title conferred by the fact of registration which could not be displaced by a mere inference of forfeiture. 10
- (5) the Title by Registration Ordinance binds the Crown.
- (6) the Crown is barred by sixty years adverse possession by virtue of the "Nullum Tempus" Act 1769 which applies to lands in Dominica, by reason of the fact that notwithstanding Proclamation of 1763 no assembly was duly summoned until the Proclamation of 1775 first establishing an assembly for Dominica". 20

Counsel for the respondent urged on the Court that having regard to the fact that in each grant there was a condition against alienation and forfeiture for such breach, it was for the Crown to show a determination or surrender of the grant. He cited in support, the judgment of the Chief Justice in In re Broughton (1889) N.S.W.R. 178 at page 180. 30

While counsel for the respondent by conceding that there had been no evidence of any determination of the grants by the Crown, did not support the finding of the trial judge that by virtue of breaches of covenant the lands had become forfeit to the Crown, he however urged that having regard to the terms of the grants and the fact that the grantees were in breach of them, the Crown at all times retained certain rights in the lands which were the subject of the grants. The appellant's contention that he had acquired title by long possession, however, was an automatic indication of the extinction of the original grant by Government to the Grantee, and the lands automatically reverted to the Crown. 40

The appellant was a trespasser and therefore could not set up the jus tertii rule.

In so far as Lots 1, 2 and 6 are concerned they were all the subject of Crown grants on the following express terms:

10 "to....their heirs and assigns and shall hold and occupy the aforesaid piece or parcel of land and premises and this present grant of occupancy is made subject to and under the following express conditions that is to say that the said .... their heirs or assigns shall not directly or indirectly sell assign convey or transfer either absolutely or in trust or otherwise to any person or persons whomsoever the said lands and premises or any part thereof without the licence and permission in writing of our Governor or Commander-in-Chief of our said island of Dominica for the time being first had and obtained for that purpose under his hand and seal and if any such assignment sale or conveyance or transfer of the said lands and premises without such licence first had and obtained as aforesaid shall be made ... and the grant and licence therein contained shall be null and void to all intents and purposes whatsoever".

20

30 It is common ground that having regard to the wording of the grant 'to heirs and assigns', estates of fee simple on condition, had been created in favour of the original grantees, and that these grants were subject to the conditions there set out.

40 The grant in respect of Lot 4 cannot be traced. There is no record of what became of the interests of Lucas - one of the trio - James Laing, Robert Reid and John Lucas - who in 1802 had purchased in their joint names 'several parcels of land in the parish of St. Joseph which they have formed into one plantation called 'Batalie Estate' and who in a grant by the Crown to Larocque in 1812 are described as the owners of the land on the northern boundary of the grant. There is no reference to Laing in regard to Lot 1 in

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1812. No grant has been tendered in evidence in regard to lot 3. There is an absence of the reconveyance from Blanc to Imray in respect of 53 acres, and which having been sold, Imray bought back in 1862. There is no conveyance from Lucas to Imray concerning the 100 acres. These gaps indicate in some degree the incompleteness of the record on which the respondent founds his case.

In Challis' Law of Real Property at p.219 the following comment is pertinent:

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"At the common law, a condition may be annexed to an estate of fee simple, by a breach of which, if it is a negative condition, or by the performance of which, if it is a positive condition, a right of entry accrues to the grantor or his heirs; and if an entry be made, the estate to which the condition is annexed is destroyed; whereby the fee reverts to the grantor or his heirs, in the manner in all respects as before the grant of the estate subject to the condition ....."

20

In the instant case, even though the Crown did not re-enter the lands when the covenants were obviously breached, but passively stood by over the years acquiescing so to speak in the lands being occupied and being developed by such persons as were in occupation, it nevertheless still retained some interest in the land under the original grants which could have been asserted if and when it desired, because for reasons set out later in this judgment, an occupier of Crown lands in Dominica could not prescribe against the Crown. When however, the appellant sought to prescribe against the Crown he provided the grounds for regarding the original grants to the grantees as being at an end and therefore extinguished.

30

This then was the position in relation to lots 1, 2, and 6 in 1941 when the appellant made his application for a certificate of title under the Land Registration Ordinance, Cap. 222.

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In so far as lot 3 is concerned it has already been pointed out that while no document

in relation to the grant of this parcel has been produced in evidence, the trial judge was able to infer from surrounding circumstances that such a grant had in fact been made to William Anderson. The trial judge was however in error when in the absence of the relevant document, he assumed that the grant must have been in the same terms as other grants during the relevant period. In the circumstances in so far as lot 3 is concerned, it belongs to the heirs of William Anderson, whoever they may be.

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Having regard to the length of time, however, that the appellant has been in possession of this lot, since 1941 as a minimum, it would seem that he has acquired a prescriptive title to it by virtue of the Real Property Limitation Act (Cap. 16) Laws of Dominica, section 2, which provides that such a title could be acquired in 12 years.

As to Lot 4, here again there is no document in evidence to indicate to whom this area was granted; it is to be observed, however, that in the deed by which lot 1 was granted to Laing and Reid on the 18th December, 1812, it was there stated that 'James Laing and Robert Reid the petitioners were possessed of a sugar work plantation in the parish of St. Joseph in the said Island called Batalie' adjoining lot 1. The eastern boundary of that lot is described in the same deed as lands of Messrs. Reid, Laing and Lucas, and the southern boundary as land granted to Larocque.

The inference which the trial judge drew from these circumstances was that the lands comprising lot 4 were granted to Laing, Reid and Lucas at some time, and on similar conditions to other grants. While the circumstances warrant the inference by the trial judge that the grant of the land was made to Laing and Reid in the absence of the grant there can be no justification for his assumption of the terms of the grant. Like lot 3, this lot must be regarded as having passed to the heirs and assigns of the original grantees against whom the appellant and his predecessors in title, the McIntyres, could have obtained a prescriptive

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title under section 12 of the Real Property  
Limitation Act, Cap. 16.

It is noteworthy that when the McIntyres  
conveyed the Batalie Estate to the appellant  
they only had proven title to:

	292 acres - original acreage Batalie Estate	
100	"	lot 1
64	"	lot 4
9	"	Queen's chains
24	"	lot 6
<u>489</u>	acres	

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Their conveyance however, referred to an acreage  
of 652 acres.

It is difficult to reconcile this discrepancy  
of 163 acres, or to relate it to any particular  
areas other than lots 2 and 3 (120 acres).  
Their claim to these lots and such other areas  
as comprise the 163 acres is, it is to be assumed,  
based on their having established a prescriptive  
title when that was possible, against whoever  
were the owners.

20

From the foregoing I am therefore forced to  
the conclusion that in the absence of the  
respondent satisfactorily proving the title of  
the Crown which he has not done, that lots 3 and  
4 must remain in the possession of the appellant.  
The argument of counsel for the respondent that  
the appellant is a trespasser therefore fails in  
so far as it relates to lots 3 and 4.

The arguments in this case raise two other  
aspects of the law, (a) the conclusiveness of a  
certificate of title issued under the Title by  
Registration Ordinance, Cap. 222, and (b) whether  
the Crown Suits Act 1769 is applicable locally.  
A certificate of title under the Ordinance was  
issued to the appellant in 1941 after full  
compliance with the Statute. Government had  
knowledge of the application, indeed the necessary  
notice had been served on the Colonial Engineer

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for and on behalf of Government on the 4th October, 1941, and no caveat was ever filed in relation to the application. It was not until the 21st May, 1964 with the institution of these proceedings, that Government first intimated that it queries the entitlement of the appellant to some of these lands, and one of the grounds for resisting this claim - a ground of this appeal by the appellant - is that the Title by Registration Ordinance binds the Crown.

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Section 8 of the Title by Registration Ordinance (Cap. 222) Laws of Dominica is as follows:-

"8. All certificates of title granted under this Ordinance, and all notings of mortgages and incumbrances on the same, shall be indefeasible".

Under the First Schedule of the Ordinance at page 2314 'indefeasible' is defined thus:

"INDEFEASIBLE. The word used to express that the certificate of title issued by the registrar of titles, and the notings by him thereon, cannot be challenged in any Court of law on the ground that some person, other than the person named therein as the registered proprietor, is the true owner of the land therein set forth, or on the ground that the mortgages or incumbrances in the notings thereon are not mortgages and incumbrances on the said land; except on the ground of fraud connected with the issue of such certificate of title, or the noting of such mortgages or incumbrances, or that the title of the registered proprietor had been superseded by a title acquired under the Real Property Limitation Ordinance, by the person making the challenge. The word also means that, the certificate of title being issued by the Government of the Colony, the Government of the Colony is, with the exceptions above-mentioned, prepared to maintain the title in favour of the registered proprietor, leaving anyone justly aggrieved by its issue to bring an action for money damages against the Government of the Colony".

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Section 10 of the same Ordinance which is relevant, is in the following terms:

"10. The right of the registered proprietor named in a certificate of title to the land comprised in a certificate of title granted under this Ordinance shall be the fullest and most unqualified right which can be held in land by any subject of the Crown under the law of England, and such right cannot be qualified or limited by any limitations or qualifications in the certificate of title itself, unless such limitations and qualifications were inserted in any Crown grant in place of which the certificate of title has been issued, or in respect of any certificate of title issued by virtue of any scheme under the Town and Country Planning Ordinance or under the Slum Clearance and Housing Ordinance, or as in the case of mortgages and incumbrances, when these are noted on the certificate of title".

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In his judgment the trial judge in accepting the principle of the indefeasibility of a certificate of title as between person and person ruled that 'person' in the context of the language of the Ordinance was not referable to the Crown and consequently the Crown was not bound by it.

In his treatise "Registration of Title to Land throughout the Empire, 1920 Edition, James Edward Hogg, the learned author, in a note on the Leeward Islands Title by Registration Act 1886 which is the identical legislation applicable to Dominica, stated thus at page 684:

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"This statute is a consolidation or revision of the original statute (No. 2 of 1886) and amendments enacted from 1887 to 1914. In its drafting it differs from the statutes of all other jurisdictions, and no single section of any other such statute seems to have been reproduced exactly. In substance the statute does not differ greatly from the Australian statutes, and the system embodied in it resembles generally those set up in Australia and Canada .....

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1. .... (3) Whenever any of the expressions defined in schedule A occurs in this Act, it shall, unless the context otherwise requires,

have the meaning assigned to it in the said schedule".

At page 94 and again at page 103 the learned author expressed the opinion that the Crown is bound by the Statute as regards the ordinary rights of property enjoyed by subjects.

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In the Attorney General vs. Goldsborough and others, 15 Vic. L.R. 638, Higinbotham C.J. in considering this issue stated at page 654.

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"I concur in the view put forward by the defendants that the Crown is bound by this Act, although it is not expressly declared to be bound. The objects of this Act as stated in the preamble are:

"To give certainty to the title in estates in land and to facilitate the proof thereof, and also to render the dealings with land more simple and less expensive".

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All these are objects of public and general as well as high utility, and the Crown is ordinarily bound by Acts passed for the public good though it is not named: Flowd, 136-7; Magdalen College Case. Moreover, the Crown shares with the subject the benefits and the aid of this Act, and it is reasonable that the Crown should also be bound by its conditions. All lands granted by the Crown since the commencement of the Transfer of Land Statute have been brought by the terms of the Act under its operation, and the Crown is enabled by means of a Caveat to protect its interests in cases in which it would have a right by scire facias to repeal its Grant".

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This view was however not tested by the Full Court when the matter went before them on appeal, for the appeal was decided on other grounds.

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In considering this judgment of Higinbotham, C.J. the learned trial judge stated:



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"The strength of its persuasiveness would however depend on whether the provisions of the Transfer of Land Statute (of Victoria) are similar or substantially similar to the provisions of the Dominica Ordinance. I am unable to say that they are".

Section 47 of the Victoria Land Statute 1866, which was re-enacted as section 69 in the Land Transfer Act of 1890 reads as follows:

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"47. No certificate of title issued upon an application to bring land under this Act, or upon an application to be registered as proprietor on a transmission, shall be impeached or defeasible by reason or on account of any informality or irregularity in the application, or in the proceedings previous to the registration of the certificate; and every certificate of title issued under any of the provisions herein contained shall be received in all courts of law and equity as evidence of the particulars therein set forth, and of the entry thereof in the register book, and shall be conclusive evidence that the person, named in such certificate as the proprietor of, or having any estate or interest in or power to appoint or dispose of, the land therein described, is seised or possessed of such estate or interest, or has such power".

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Section 74 of the Victoria Statute 1890 and which is a re-enactment of section 49 of the 1866 Statute is in part as follows:

"74. Notwithstanding ..... the proprietor of land or of any estate or interest in land under the operation of this Act shall, except in case of fraud, hold the same, subject to such encumbrances as may be notified on the folium of the register-book constituted by the grant or certificate of title; but absolutely free from all other encumbrances whatsoever, except the estate or interest of a proprietor claiming the same land under a prior registered grant or certificate of title, and except as regards any portion of land that may by wrong

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description of parcels or boundaries be included in the grant, certificate of title, or instrument evidencing the title of such proprietor not being a purchaser for valuable consideration or deriving from or through such a purchaser".

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10 A close comparison of these two sections with their counterparts, sections 8 and 10 of the Dominica Title by Registration Ordinance, lends support to Hogg's statement that in substance the local Act does not differ greatly from the Australian Statutes. Certainly the texts of the two Acts are substantially the same and indeed convey the same meaning. If for no other reason, I must differ from the view expressed by the learned trial judge on this conclusion.

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20 I find therefore that the high judicial opinion of Higinbotham C.J. is equally applicable to Dominica, as it was to Victoria, and I readily accept it as authority for the proposition that the Crown is bound by the Statute.

30 The local Ordinance is unique in that the definition of "indefeasible" does not appear in other statutes which govern the Torrens system of Land Registration existing in other Commonwealth countries. As such it must be construed in accordance with what it says and in accordance with its ordinary normal meaning. The application of the meaning of this definition in its fullest sense therefore is yet another strong argument in favour of the proposition that the Crown is bound by the local Ordinance.

40 The provision by sections 18 and 19 of the Title by Registration Ordinance (Cap. 222) for the establishment of an assurance fund for the compensation by Government of persons aggrieved by the issue of a certificate of title under the Ordinance, coupled with the guarantee for which Government holds itself responsible, to each holder of a certificate of title duly issued, lend strong and further support to the contention that Government is bound by the certificate.

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As operators of the assurance fund, it would hardly seem logical for the Crown to be able to claim lands covered by a particular certificate of title duly issued and registered as far back as 24 years, and in respect of which no caveat was ever filed. Could the Crown so claim, such a case would, in effect, result in various complications such as the Crown suing itself; it would be a complete negation of the warranty of title which it guarantees under section 8 of the Ordinance, and would create a lack of confidence and a lack of security in the minds of holders of certificates of title to land in which the Crown had in any way been involved in the dim past. Far from 'simplifying transfer and quieting title', the purpose for which the Ordinance was promulgated, such a course of action on the part of the Crown must of necessity hasten a return to the same chaotic conditions prevailing prior to the introduction of the Ordinance. The argument in my view is also a complete answer to the view held by the trial judge that 'person' in the definition 'indefeasible', does not include the Crown and that while title as between person and person was indefeasible the same did not apply when the Crown was involved.

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Relating this circumstance to the text of section 8 with the meaning of 'indefeasible' in the First Schedule, and to section 10 in which the rights of the registered proprietor are set out, I am forced to the conclusion that provided a title does not fall within the exceptions provided by the Ordinance, and admittedly this particular title does not fall within these exceptions, the Crown is accordingly bound by a registered title under the Dominica statute.

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In so far as the ground of appeal relating to the Crown Suits Act 1769 (Nullum Tempus Act) is concerned, consideration must be given to the text of the Proclamation by which Dominica was ceded to the Crown in 1763. In that document it is specifically stated that:

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".... we have also given power to the said Governors, with the consent of our said Councils, and the Representatives

of the People so to be summoned as aforesaid, to make, constitute and ordain Laws, Statutes and Ordinances for the public peace, welfare and good government of our said Colonies, and of the people and inhabitants thereof, as near as may be agreeable to the laws of England, and under such regulations and restrictions as are used in other Colonies; and in the meantime, and until such Assemblies can be called as aforesaid, all persons inhabiting in or resorting to our said Colonies, may confide in our Royal Protection, for the enjoyment of the benefit of the laws of our Realm of England; ...."

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Having regard to the definition of the boundaries of 'the Government of Grenada' as therein set out, i.e. "comprehending the island of that name, together with the Grenadines, and the Islands of Dominica, Saint Vincent and Tobago", the fact that the Grenada Assembly had been summoned in 1768 and therefore before the Crown Suits Act 1769 was passed in the United Kingdom, the Crown Suits Act 1769 could only be applicable to Dominica if the Assembly which had been given the power to make laws had adopted it. This was not done. I therefore am of the opinion that the Crown Suits Act 1769 did not apply to 'the Government of Grenada' which comprehended among other islands, the island of Dominica. It is therefore not possible for anyone to obtain a Title by Prescription (60 years) against Government. This ground of appeal must therefore fail.

Being satisfied (a) that the respondent has not set up a title in himself good enough to oust the appellant, and (b) that the Crown is bound by the Statute and therefore cannot impeach the appellant's title, no useful purpose can be served by dealing with the other grounds of appeal filed by the appellant.

I would in the circumstances allow this appeal with costs.

(Sgd) K.L. Gordon  
Justice of Appeal

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JUDGMENT OF C. LEWIS, J.A.

Cecil Lewis, J.A.

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I have had the opportunity of reading the judgments which have just been delivered and I agree with the conclusions stated therein. In the circumstances it will be unnecessary for me to refer to the facts, and accordingly, I propose to deal only with grounds 4, 5 and 6 in the appellant's notice of appeal. These grounds read:-

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4. The defendant/appellant had a statutory title conferred by the fact of registration which could not be displaced by a mere inference of forfeiture.
5. The Title by Registration Ordinance binds the Crown.
6. The Crown is barred by sixty years adverse possession by virtue of the "Nullum Tempus" Act 1769 which applies to lands in Dominica, by reason of the fact that notwithstanding the Proclamation of 1763 no assembly was duly summoned until the Proclamation of 1775 first established an assembly for Dominica.

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Grounds 4 and 5 may conveniently be taken together and raise in effect the question whether or not the appellant's certificate of title is conclusive as against the Crown. The trial judge held that it was not.

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The principle of law which deals with the question whether or not the Crown is bound by the provisions of a statute is laid down in section 31 of the Interpretation and General Clauses Ordinance, Cap. 67 of Dominica which reads:

"31. No Ordinance shall in any manner whatsoever affect the rights of the Crown unless it is therein expressly provided, or unless it appears by necessary implication that the Crown is bound thereby".

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The relevant sections of the Title by Registration Ordinance, Cap. 222 of Dominica, (hereinafter referred to as "the Ordinance") which fall for consideration in determining the question of the conclusiveness of the appellant's certificate of title vis a vis the Crown are section 8 (including therein the definition of the word 'indefeasible' in the First Schedule to the Ordinance) and section 10. Section 8 reads:

"8. All certificates of title granted under this Ordinance, and all notings of mortgages and incumbrances on the same, shall be indefeasible".

Section 10 reads:

"10. The right of the registered proprietor named in a certificate of title to the land comprised in a certificate of title granted under this Ordinance shall be the fullest and most unqualified right which can be held in land by any subject of the Crown under the law of England, and such right cannot be qualified or limited by any limitations or qualifications in the certificate of title itself, unless such limitations and qualifications were inserted in any Crown grant in place of which the certificate of title has been issued, or in respect of any certificate of title issued by virtue of any scheme under the Town and Country Planning Ordinance or under the Slum Clearance and Housing Ordinance, or as in the case of mortgages and incumbrances, when these are noted on the certificate of title".

"Indefeasible" is defined in the First Schedule to the Ordinance as follows:

"INDEFEASIBLE. The word used to express that the certificate of title issued by the registrar of titles, and the notings by him thereon, cannot be challenged in any Court of law on the ground that some person, other than the person named therein as the registered

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proprietor, is the true owner of the land therein set forth, or on the ground that the mortgages or incumbrances in the notings thereon are not mortgages and incumbrances on the said land; except on the ground of fraud connected with the issue of such certificate of title, or the noting of such mortgages or incumbrances, or that the title of the registered proprietor had been superseded by a title acquired under the Real Property Limitation Ordinance, by the person making the challenge. The word also means that, the certificate of title being issued by the Government of the Colony, the Government of the Colony is, with the exceptions above mentioned, prepared to maintain the title in favour of the registered proprietor, leaving anyone justly aggrieved by its issue to bring an action for money damages against the Government of the Colony".

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It was contended by counsel for the appellant that the Crown was bound by the Ordinance in that the Government of Dominica which he equated to the Crown was expressly named in the definition of 'indefeasible', or alternatively, taking into account the purpose of the Ordinance, that it appeared by necessary implication to be bound. The whole purpose of the Ordinance, he submitted, was to give certainty to titles to estates in land, and in the context where admittedly all land in Dominica was originally Crown land, this was of fundamental importance where title originally granted by the Crown may have been lost, destroyed or misplaced, that the scheme envisaged by the Ordinance included the bringing of grants from the Crown under its operation thus suggesting that there was some added advantage to be gained by substituting for a Crown grant a certificate of title under the Ordinance. He also referred to section 121 of the Ordinance which empowered the Registrar of Titles of his own motion to enter a caveat upon the register to protect the rights of the Crown and submitted that if the Crown's rights were not susceptible of being prejudiced by the issue of a certificate of title there would be no need to give them protection.

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In Province of Bombay v. Municipal Corporation of the City of Bombay & another (1947) A.C.58, Lord DuParcq in delivering the judgment of the House

laid down the tests to be applied in determining whether the Crown was bound by necessary implication by the words of a statute. He said at p.63:

".... Their Lordships prefer to say that the apparent purpose of the statute is one element, and may be an important element, to be considered when an intention to bind the Crown is alleged. If it can be affirmed that, at the time when the statute was passed and received the royal sanction, it was apparent from its terms that its beneficent purpose must be wholly frustrated unless the Crown were bound, then it may be inferred that the Crown has agreed to be bound. Their Lordships will add that when the Court is asked to draw this inference, it must always be remembered that, if it be the intention of the legislature that the Crown shall be bound, nothing is easier than to say so in plain words".

I agree that the fundamental purposes of the Ordinance were to provide for certainty of titles to land, to facilitate the proof and transfer of such titles and to make dealings with land more simple and less expensive. In order to do this the Ordinance created a system of registration of titles which had as one of its fundamental principles that the certificate of title issued to a registered proprietor was with certain stated exceptions to be indefeasible. This was a 'beneficent purpose' to use the words of Lord DuParcq, and if it were open to the Crown to frustrate this purpose at any time it saw fit by denying the conclusiveness of a certificate of title issued by it then the whole intention of the legislation would be defeated, and instead of the Ordinance achieving its avowed purpose of creating certainty it would create havoc and introduce uncertainty in dealings with land. I am accordingly clearly of the opinion that the Crown is bound by the Title by Registration Ordinance.

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The words "the certificate of title being issued by the Government of the Colony, the Government of the Colony is, with the exceptions above mentioned, prepared to maintain the title in favour of the registered proprietor leaving anyone justly aggrieved by its issue to bring an action for money damages against the Government of the Colony", in the definition of 'indefeasible' create in my opinion a statutory undertaking or guarantee to support and sustain the registered proprietor's title which is intended to be effective not only as between subject and subject but also as between the Crown and the subject. The words of the definition are extremely wide and ought not to be given a restricted interpretation so as to confine their operation to cases in which the conflict is between subjects only. 10

By section 19(2) of the Ordinance, it is provided that "where any person has by wilful misrepresentation or otherwise obtained a certificate of land title to be wrongfully issued the Registrar of Titles shall call in the same to be cancelled in any case in which the rights of a transferee or incumbrancee, who has taken bona fide for value without malice will not be prejudiced thereby" ..... 20

In this case it has not been alleged that the appellant has been guilty either of fraud or 'wilful misrepresentation' or any other act of a similar nature. Suppose he had disposed of a part of Batalie Estate to a transferee who took it in good faith, for valuable consideration and without any notice of an alleged defect in the appellant's title, then, according to the argument of the respondent, the Crown would be entitled to say it was not bound by the provisions of s.19(2), that the transferee's title was so much waste paper and insist on the Registrar of Titles calling it in for cancellation to the transferee's prejudice despite the clear provisions of this section that this should not be done. In my view the appellant's certificate of title is indefeasible and cannot be called in question by the Crown. 30 40

Turning now to section 10 of the Ordinance, this section in effect says that the rights of a

registered proprietor in Dominica are equivalent to those of a registered proprietor in England. If one looks at section 7 of the Land Transfer Act 1875 of England, (which deals with the registration of titles to land) it will be seen that this section states that the registration of any person as proprietor of freehold land, with an absolute title, shall vest in the person so registered an estate in fee simple in such land, together with all rights, privileges and appurtenances belonging or appurtenant thereto subject to the incumbrances on the register and other limitations stated therein, but "free from all other estates and interests whatsoever including estates and interests of Her Majesty, Her heirs and successors". This is the same right enjoyed by a registered proprietor of land in Dominica. It follows therefore that the appellant's rights in Batalie Estate by virtue of his registration under the Ordinance as registered proprietor thereof are not subject to challenge by the Crown.

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One of the grounds on which the appellant resisted the respondent's claim was by invoking the "Nullum Tempus" Act 1769. He contended that this Act applied to Dominica and that therefore the Crown's right to recover the lands claimed by it was barred by 60 years adverse possession on the part of the appellant and his predecessors in title. The argument which was put forward was that although this proclamation was passed in 1763 no Assembly for Dominica was duly summoned until 1775.

The proclamation dated October 1763, after reciting that the Governors of certain colonies including, inter alia, Grenada, Dominica, St. Vincent and Tobago were directed to call Assemblies with power to make laws, continued:

"and in the meantime, and until such Assemblies can be called as aforesaid, all persons inhabiting in or resorting to Our said Colonies, may confide in Our Royal Protection for the enjoyment of the benefit of the laws of our Realm of England".

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It was contended that the effect of this provision in the proclamation was to make the laws of England passed in 1763 and thereafter until the first Assembly was convened, applicable to Dominica because no Assembly was established for Dominica until 1775, and as the "Nullum Tempus" Act was passed in 1769 it applied to Dominica.

I do not think this submission is in harmony with the authorities. The true meaning of this provision in the proclamation is that it applied to Dominica the laws of England which were in force at the date of the proclamation. This view is supported by the following quotation from 5 Halsbury (3rd Edition) para. 1480:

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"Effectiveness of English statute law. In some countries the law of England has been applied by a United Kingdom Act or Order in Council or a local Act to the conquered or ceded country. In such an instance the effect is to apply to the colony the common law and the statute law so far as they existed, either at the date of the application or at some other specified date, and were not merely in the nature of law of local policy adapted solely to England, but were general regulations equally applicable to any country governed by English law. Statutes enacted subsequently to the application of English law have no force in the colony, except in cases in which it is expressly provided that they shall so apply .....

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The statement that no Assembly was convened for Dominica until 1775 seems to be incorrect for in Clark's Colonial Law at page 135 it is said that "the assembly of Dominica was convened as early as the 16th June, 1768, that being the date of the first Act in the second table prefixed to Mr. Gloster's collections", and in a footnote to this statement it is recorded that in this collection the date assigned to each Act is that of its proclamation by the Provost Marshal.

A writer of considerable authority on the constitutions of Commonwealth and Colonial territories expresses a view in conformity with that

stated in 5 Halsbury (supra). After quoting that portion of the proclamation applying English law to Dominica, he said:-

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"It seems clear that this was intended to have temporary operation and as British title to Dominica was not based on settlement, English law would not take effect without express application. It appears however to be accepted that the common law and equity are applicable together with English statute law in force at the time of the proclamation" (Vide Commonwealth and Colonial Law by Sir Kenneth Roberts-Wray, p.850).

I am therefore of the opinion that the "Nullum Tempus" Act, 1769, does not apply to Dominica.

For the above reasons I would allow the appeal with costs here and in the courts below.

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(Sgd) P.C. Lewis

.....  
JUSTICE OF APPEAL

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NO.18

ORDER

No.18

ORDER

6th July 1968

WEST INDIES ASSOCIATED STATES SUPREME COURT

COURT OF APPEAL

CERTIFICATE OF THE ORDER OF THE COURT

Dominica

Civil Appeal No. 7 of 1966

Appeal from the Judgment of the Honourable  
Mr. Justice Allen Louisy Puisne Judge of the  
Supreme Court of the Windward Islands and Leeward 10  
Islands Colony of Dominica dated 21st day of  
October 1966.

Defendant-Appellant's Motion

Appeal No. 7 of 1966

Between

Howell Donald Shillingford-Defendant/Appellant

v.

Her Majesty's Attorney General for Dominica

Plaintiff/Respondent

This Appeal coming on for hearing on the 21st 20  
and 22nd days of February, 1968 and the 17th day  
of June, 1968 before the Honourable the Chief  
Justice, the Honourable Mr. Justice Gordon and  
the Honourable Mr. Justice Cecil Lewis, Justices  
of Appeal in the presence of K.H.C. Alleyne  
Q.C., Mr. C.C. Beausoleil and Mr. Brian Alleyne  
for the Appellant and Mr. Gratiaen Q.C. (U.K.)  
Mr. G.B. Niles, Q.C., and Mr. E.D. Mottley for  
the Respondent.

I hereby Certify that an Order was made 30  
as follows:-

Appeal allowed. Judgment of the Court below  
to be set aside. Judgment to be entered for  
the Appellant. Costs of the Appeal and costs

in the Court below to the Appellant.

Given under my hand and the Seal of the  
Court this 6th day of July, 1968.

(Sgd.) Mona Rigsby James

Deputy Registrar  
Court of Appeal

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NO.19

NOTICE OF MOTION FOR LEAVE  
TO APPEAL TO HER MAJESTY  
IN COUNCIL

No.19

Notice of Motion  
for leave to  
appeal to  
Her Majesty in  
Council

6th July 1968

IN THE COURT OF APPEAL

NOTICE OF MOTION FOR LEAVE TO APPEAL TO HER  
MAJESTY IN COUNCIL

DOMINICA:

CIVIL APPEAL NO. 7 of 1966

B E T W E E N:-

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HER MAJESTY'S ATTORNEY GENERAL FOR DOMINICA

Plaintiff/Appellant

- and -

HOWELL DONALD SHILLINGFORD Defendant/Respondent

TAKE NOTICE that the Court of Appeal will  
be moved on Monday the 8th day of July, 1967,  
at 9 o'clock in the forenoon or as soon there-  
after as Counsel can be heard on the hearing  
of an application for leave to appeal to Her  
Majesty in Council from the decision of the  
said Court of Appeal given on the seventeenth  
day of June, 1968, and the order of the said  
Court of Appeal dated 6th of July, 1968, in  
the above-named matter.

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AND further take notice that the ground  
of this application is that the appeal involves  
directly and indirectly a right, claim to or  
respecting certain portions of land totalling  
486 acres incorporated in 776 acres of land  
situate in the parish of St. Joseph comprised  
in a Certificate of Title in respect of the  
Batalie Estate or Plantation dated 14th  
November, 1941, issued by the Registrar of  
Titles to the Respondent and ---registered  
in the high Court Registry in Liber R, Folio  
126, which is the matter in dispute and which

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10 is of the value of upwards of fifteen hundred dollars and that therefore an appeal as of right lies in this matter from the said Court of Appeal to Her Majesty in Council under S.99 (1) of the Dominica Constitution Order 1967, No.226; or alternatively the decision is a decision in a civil proceeding and the question involved in the appeal (viz: the true construction as to whether the Title by Registration Ordinance Cap. 222 of the Laws of Dominica binds the Crown) is one that by reason of its great general or public importance ought to be submitted to Her Majesty in Council and that S.99 (2) of the Dominica Constitution Order 1967, No. 226 applies.

Dated 6th July, 1968.

per (Sgd) George Bennett Niles

20 Solicitor for Her Majesty's Attorney  
General for Dominica

To: The Registrar, Court of Appeal  
and Howell Donald Shillingford and  
his Solicitor  
Miss M.E. Charles, Roseau.

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AFFIDAVIT IN SUPPORT OF  
NOTICE OF MOTION

No. 20

IN THE COURT OF APPEAL

Affidavit in  
support of  
Notice of  
Motion

AFFIDAVIT IN SUPPORT OF NOTICE OF MOTION  
FOR LEAVE TO APPEAL TO HER MAJESTY IN COUNCIL

6th July 1968

DOMINICA:

CIVIL APPEAL NO. 7 of 1966.

B E T W E E N:

HER MAJESTY'S ATTORNEY-GENERAL FOR DOMINICA 10  
Plaintiff/Appellant

- and -

HOWELL DONALD SHILLINGFORD  
Defendant/Respondent

AFFIDAVIT

I, LEO AUSTIN, Attorney General for the  
Associated State of Dominica and Plaintiff/  
Appellant in this cause make oath and state as  
follows:

- (1) That I am the Plaintiff/Appellant in the 20  
above matter.
- (2) That I am desirous of appealing to Her  
Majesty in Council against the decision  
of the Court of Appeal in the said matter.
- (3) That the facts set out in the "Notice of  
Motion for leave to Appeal to Her Majesty  
in Council" attached hereto are true and  
correct.

SWORN before me at Roseau, )  
Dominica this 6th day of ) (Sgd) L.I. Austin 30  
July, 1968

(Sgd) Mona Rigsby James  
Registrar, High Court.

NO. 21

AFFIDAVIT OF VALUE OF PROPERTY

In the Court  
of Appeal  
West Indies  
Associated  
States

No. 21

Affidavit of  
Value of  
property

14th September  
1968

IN THE COURT OF APPEAL

AFFIDAVIT SHOWING THE VALUE OF LAND IN DISPUTE IN  
RESPECT OF LEAVE TO APPEAL TO HER MAJESTY IN COUNCIL  
DOMINICA:

CIVIL APPEAL NO: 7 of 1966.

B E T W E E N:

HER MAJESTY'S ATTORNEY GENERAL FOR DOMINICA

Plaintiff/Appellant

- and -

HOWELL DONALD SHILLINGFORD Defendant/Respondent

VALUE OF PROPERTY IN DISPUTE

I, KAROL WINSKI, M.B.E., M.Sc., A.R.I.C.S., of 62  
King George V Street, in the Town of Roseau, in  
the State of Dominica make oath and say as follows:

1. I am retired Crown Surveyor and Commissioner  
of Lands for the Government of Dominica, and am at  
present in private practice as a Licensed Surveyor  
and a Real Estate Agent.

2. I know the precise area of land in dispute  
between the above named parties.

3. The said area in dispute originally covered  
a claim by the Plaintiff of an acreage of 486  
acres, but to the best of my knowledge and belief  
the Trial Judge disallowed 30 acres, thus making  
it a fact that the area in dispute is now only  
in respect of 456 acres.

4. Surveyor maps of the original acreage in  
dispute, that is to say, inclusive of the 456,  
were drawn by me at the request of both of the  
above named parties to the suit, and used as  
evidence by both parties at the initial hearing  
to the Supreme Court of the State of Dominica.

5. It is within my knowledge that the said 456  
acres now in dispute, entirely or for the most  
part contain deposits of pumice.

6. As a real estate agent, I have been requested  
to value the said 456 acres of land and my valuation  
of this said land is in total disregard of existence  
of pumice in the said area; I take into account  
its value from the point of view of potential  
development.

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In the Court  
of Appeal  
West Indies  
Associated  
States

No. 21

Affidavit of  
Value of  
Property

14th September  
1968  
(continued)

7. I value the said 456 acres, commonly known in  
Dominica as the Grand Savana (h) at a minimum rate  
of \$1,000 (one thousand dollars) per acre: that is  
to say, I value the said 456 acres at a minimum  
value of \$456,000, Eastern Caribbean Currency.

(Sgd) Karol Winski  
Karol Winski Deponent.

SWORN before me at Roseau,  
Dominica, this 14th day of September, 1968.

Mona Rigsby James - Registrar, High Court.

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NO. 22

No.22

ORDER GRANTING FINAL LEAVE TO  
APPEAL TO HER MAJESTY IN COUNCIL

Order granting  
Final Leave  
to Appeal to  
Her Majesty  
in Council

22nd November  
1968

DOMINICA.

IN THE COURT OF APPEAL

CIVIL APPEAL NO. 7 of 1966

B E T W E E N:

HER MAJESTY'S ATTORNEY GENERAL FOR DOMINICA

- and - Plaintiff/Applicant

HOWELL DONALD SHILLINGFORD Defendant/Respondent

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On Appeal to Her Majesty in Council

ORDER GRANTING FINAL LEAVE TO APPEAL

The 22nd day of November, 1968.

UPON HEARING Mr. G.B. Niles for the applicant and  
Miss M. Eugenia Charles for the respondent and  
UPON PERUSING the Certificate of the Deputy Registrar  
dated the 21st day of November, 1968, that the  
conditions contained in the Order dated the 20th day  
of September, 1968 granting the appellant conditional  
leave to appeal have been satisfied, IT IS ORDERED  
that final leave be granted to the appellant to  
appeal to Her Majesty in Council.

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The costs of this application to be costs in  
the cause.

Sgd: Mona Rigsby James,  
Deputy Registrar of the Court of Appeal

Exhibit 3

BOOK OF DEEDS H3 folio 13 dated the 20th day of  
May 1789

DOMINICA

TO HIS Excellency John Orde Esquire Captain  
General and Governor in Chief of the Island  
of Dominica, Chancellor, Ordinary and Vice  
Admiral of the same &c. &c.

10 The above plan represents the Figure and Situation  
of a certain Piece or Parcel of unappropriated  
Ground lying in the parish of Saint Joseph and  
Island aforesaid containing Twelve acres Bounding  
Northerly on the River Batalie, West and South on  
the impracticable Ridge bounding the Grand  
Savannah and South Easterly on a Road in the manner  
and Form as the above Diagram represents.

20 The Original Diagram of which                      Performed in the  
the above is a true Copy is                              year 1788.  
lodged in my office    (Sgd) W. Webb.  
(Sgd) Rt. Brown    Surveyor.

DOMINICA

30 GEORGE the Third by the Grace of God of Great  
Britain France and Ireland King Defender of the  
Faith and so forth TO ALL TO WHOM these Presents  
shall come Greeting - WHEREAS by our Commission  
under our Royal Sign Manual dated at Saint James's  
the third day of March in the year of our Lord  
One Thousand Seven Hundred and Eighty-three and  
in the twenty third year of Our Reign WE did think  
fit to Constitute and appoint our trusty and well  
beloved John Orde Esquire to be our Captain  
General and Governor in Chief in and over our  
said Island of Dominica and did thereby amongst  
other things authorize and empower our said  
Governor by and with the advice of our Council  
of our said Island of Dominica to agree with  
the Inhabitants hereof for such lands as were  
or might unappropriated upon such Terms for  
our advantage as with the advice and Consent  
40 aforesaid should be thought reasonable AND  
WHEREAS Jean Perreau of the Parish of Saint  
Joseph and Island aforesaid Planter did by his

Exhibits

Exhibit 3

Book of Deeds  
H.3 Folio 13

20th May 1789

Exhibits

Exhibit 3

Book of Deeds

H.3 Folio 13

20th May 1789

(continued)

Humble Petition presented to our said Captain General in Chief and to our said Council represent and set forth That the Petitioner was an Old Resident in the Island and had always behaved himself as faithful Subject of His Majesty against whom he constantly refused to bear Arms during the late unfortunate Captivity although on Account of such his refusal he was exposed to the Threats and Resentment of Monsieur Pitault who was Captain of the quarter in which the Petitioner resided under the French Government That he Married one of the Daughters Madame Elizabeth Lat. His mother in Law afterwards put him in possession of a Moiety of Thirty acres of Land, which had been granted to her as a Poor Settler but a great part thereof being impracticable and the cultivable part not being sufficient to employ the Petitioner's Negroes he was obliged to extend his plantation THAT he imagined that the Piece or Parcel of Land represented in the thereto annexed Diagram had been leased by his Majesty to one Fontain who had been a French Soldier and had been dead several years leaving no Relation in the Island the Petitioner had for some time before cultivated about four acres thereof great part of the Remainder being impracticable THAT the Petitioner upon application to his Majesty's Receiver General of the Quit Rents in the Island had discovered that no Lease of such Land appeared to have been granted to the said Fontain according to the Certificate thereunto annexed of the Honourable Thomas Yeo his Majesty's said Receiver and therefore the Petitioner wished to obtain a Grant thereof in Fee Simple upon such Terms and Conditions as his Excellency and their Honors should be pleased to direct AND WHEREAS our said Captain General and Governor in Chief on the day of in the year of our Lord One thousand Seven hundred and eighty eight thought fit to produce the said Petition of the said Jean Perreau to our said Council who consented in Granting to the said Petitioner the said Lands therein mentioned on Payment to our Receiver of the sum of Twenty shillings Sterling for each Acre of the same in Woods and five pounds for each acre thereof that was cleared SUBJECT only to the annual Quit Rent of six pence Sterling Money of Great Britain for every Acre of cleared Land of the said Piece or

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Parcel of Land or Plantation Lot and Premises as  
 by the Minutes of our said Council may appear  
 AND WHEREAS the said Jean Perreau has paid into  
 the hands of our Receiver the sum of Twenty  
 Shillings Sterling for each Acre of the same as  
 is in Woods and five pounds for each acres  
 thereof that has been cleared NOW KNOW YE that We  
 having taken into our consideration the proceedings  
 aforesaid and having a full Confidence in the  
 Loyalty and Affection of the said Jean Perreau  
 10 towards US and our Government of our especial  
 Grace certain knowledge and mere motion HAVE  
 given and Granted and by these Presents for us  
 our Heirs and Successors DO give and grant unto  
 the said Jean Perreau his Heirs and Assigns the  
 said piece or parcel of land of Plantation Lot and  
 Premises situate lying and being in the Parish  
 of Saint Joseph containing twelve acres bounding  
 Northerly on the River Batalie West and South on  
 20 the impracticable Ridge bounding the Grand  
 Savannah and South Easterly on a Road as by a  
 plan or diagram of the said Piece or Parcel of  
 Land Plantation Lot and Premises hereunto annexed  
 appears With all Rents Issues Profits Easements  
 Hereditaments and Appurtenances to the same  
 belonging or in any wise appertaining or being  
 upon the Premises or any Part thereof excepting  
 nevertheless and reserving to His Majesty his  
 Heirs and Successors all Mines of Gold and Silver  
 30 which now are or at any time hereafter may be  
 discovered in or upon the said hereby conveyed  
 Premises TO HAVE AND TO HOLD the said piece or  
 Parcel of land or Plantation Lot and Other the  
 Premises except as before excepted to the said  
 Jean Perreau his Heirs and Assigns for ever of us  
 our Heirs and Successors in free and common  
 soccage to the only proper use and behoof of the  
 said Jean Perreau his Heirs and Assigns for ever  
 and to and for no other use or purpose whatsoever  
 yielding and paying therefore annually to us our  
 40 Heirs and Successors by the Hands of such Person  
 or Persons as shall be duly appointed to receive  
 the same a Quit Rent of Sixpence Sterling for  
 every Acre cleared Land of the said piece or  
 parcel of Land or Plantation Lot and Premises  
 hereby granted first payment to begin and be  
 made at the end and expiration of one Year from  
 the Date of the Grant and so to the end and  
 expiration of every succeeding year and like annual  
 Quit Rent of sixpence Sterling per Acre for every

Exhibits  
 Exhibit 3  
 Book of Deeds  
 H.3 Folio 13  
 20th May 1789  
 (Contd.)

Exhibits

Exhibit 3

Book of Deeds  
H.3 Folio 1320th May 1789  
(Contd.)

other Acre of the said Land as soon as the same shall be due the first payment to be made within one year after clearing every acre respectively and so at the end of every year afterwards and if it shall be unpaid at the time on which it ought to be paid then the said Jean Perreau his Heirs and assigns shall pay to us our Heirs and Successors the Penalty of five pounds sterling for every acre of Land of the said Piece or Parcel of Land or Plantation Lot and Premises on which it shall be behind hand and undischarged PROVIDED ALWAYS and it is hereby declared that the said Jean Perreau his Heirs or Assigns do and shall hold the aforesaid Piece or parcel of Land or Plantation Lot and Premises and that this present Grant thereof made is to be subject to upon and under the following Conditions that is to say that the said Jean Perreau and his Heirs or Assigns shall not sell grant convey transfer either absolutely or in Trust or otherwise either in fee or for years to any Person or Persons the said Lands and Premises granted by these Presents without the Licence or Permission of our Governor in Chief of our said Island of Dominica for the time being first had and obtained for that purpose and if any Grant Sale Conveyance or Transfer of the said Lands and Premises be made either by the said Jean Perreau or his Heirs or Assigns or any of them contrary to the true intent and meaning of these Presents then and in such case this our Grant shall be null and void to all Intents and Purposes whatsoever AND PROVIDED ALWAYS FURTHER that the said Jean Perreau and his Heirs or Assigns do within three months from the Date hereof enter and settle upon the said Lands hereby conveyed and granted and well and truly in every year clear in the proportion of One Acre in eight of the uncleared land in the said Plantation Lot or Parcel of Land until two thirds of the uncleared Cultivable Land of the said Plantation Lot or Parcel of Land be cleared and in case Default shall be made there in then and in such the said Jean Perreau his Heirs or Assigns shall pay to Us our Heirs or Successors the sum of five pounds sterling money per annum for every Acre of Land which ought to have been cleared and which he or they shall so neglect to clear the same AND FURTHER that the said Jean Perreau his Heirs or Assigns or some or one of them shall from time to time reside and settle upon or constantly keep one white Man or white

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10 Woman or free Person of Colour upon the said  
 plantation Lot or Parcel of Land and in Default  
 then he or they shall be liable to pay and  
 forfeit to us our Heirs and Successors the sum of  
 twenty pounds Sterling Money per Annum and so in  
 Proportion for more or less than a Year for as  
 long time as such Neglect or Default shall continue  
 and we do also by these presents give and grant  
 for us our Heirs and Successors That these our  
 20 Letters Patent be construed favourably for the said  
 Jean Perreau and his Heirs and that the Inrollment  
 of these Presents in our Secretary's or Registers  
 Office of Dominica shall in all Courts and places  
 be as good Evidence as these Presents could be  
 notwithstanding the not issuing any Writ or  
 Process to enquire of our Right or Title to the  
 same Premises hereby or intended to be hereby  
 granted or any Part thereof or to enquire of the  
 30 Right or Title of any other Person or Persons to  
 the same or any part thereof or to enquire to  
 whose Damage the granting or not granting these  
 our Letters Patent for the same or any Part  
 would be IN TESTIMONY whereof we have caused  
 these our Letters to be made Patent and have to  
 the same caused to be affixed our Great Seal  
 appointed for our said Island of Dominica witness  
 the said John Orde Esquire our Captain General and  
 Chief Governor of our said Island of Dominica  
 in America at Roseau this twentieth Day of  
 February in the year of our Lord One thousand  
 seven hundred and eighty Nine and in the twenty  
 Ninth year of our Reign.

(Sgd). J. ORDE

(GREAT SEAL).

Exhibits  
 Exhibit 3  
 Book of Deeds  
 H.3 Folio 13  
 20th May 1789  
 (Contd.)

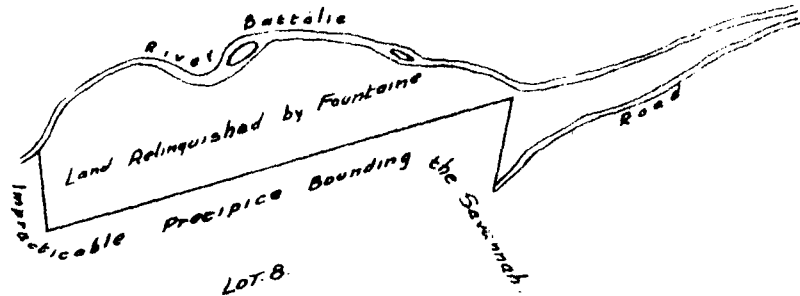


Book of Deeds H.3 Folio 13  
20th May 1769 (Contd.)

12 Acres unappropriated Land in the Parish of Saint Joseph  
4 Acres of the relinquished Part planted in Barnan and Cocoa.

North.

Laid down by a Scale of  
Ten Chains to an Inch



Dominica

To His Excellency John Orde Esquire Captain General  
Governor in Chief of the Island of Dominica, Chancellor Ordinary and  
Vice Admiral of the Same Etc. Etc. Etc.

The above Plan represents the figure and Situation of a  
Certain Piece or Parcel of unappropriated Ground lying in the Parish  
of Saint Joseph and Island aforesaid containing Twelve Acres

Bounding Northerly on the River Battalie, West and South  
on the impracticable Ridge bounding the Grand Savannah and South  
Easterly on a Road in the manner and Form as the above Diagram  
represents

The original Diagram of which the above  
is a true Copy as lodged in my Office

Performed in the  
YEAR 1788

Copied by  
*Kerol Winsch*

*Sgd. R. Browne*

*Sgd. W. WEBB.*  
Surveyor

M. S. ARIC'S  
CHARTERED SURVEYOR.  
LICENSED IN DOMINICA 1967

Dominica

Exhibit 2

BOOK OF DEEDS M.3 FOLIO 349 dated the 19th  
day of December, 1794

DOMINICA.

Exhibits

Exhibit 2

Book of Deeds  
M.3 Folio 349

19th December  
1794

10 THIS INDENTURE made this nineteenth day of  
December in the year of our Lord one thousand  
seven hundred and ninety four Between James Laing  
Esquire Provost Marshal of the Island of Dominica  
of the one part and William Sinclair of the said  
Island Esquire of the other part WHEREAS by  
certain articles of agreement bearing date the  
first day of the month of April which was in the  
year one thousand seven hundred and seventy four  
indented and made Between Mathew La Coudre late  
of the Island of Dominica Esquire of the first  
part David Chollet of London Merchant and  
Langford Lovell and James Morson of the said  
Island of Dominica Merchants and partners  
creditors of the said Mathew La Coudre by  
20 judgments and Executions and all and every the  
other judgment and execution creditors of the said  
Mathew La Coudre subscribing those partners of  
the second part and Albert Rosat late of the said  
Island planter of the third part reciting that  
the said Mathew La Coudre did on the Fourth day  
of March which was in the year one thousand  
seven hundred and sixty six obtain from his  
Majesty by his Commissioners appointed for the  
sale and disposal of lands in the deed and  
30 neutral islands a lease by Indenture for the term  
of fourteen years, renewable for a further Term  
not exceeding twenty six years of a plantation  
lot or parcel of land lying at Batalie in the  
Parish of Saint Joseph in the said Island of  
Dominica containing eighty-two acres bounding  
north and east on our survey land south on the  
River Batalie West on land reserved for public  
uses next the sea shore being three chains in  
Breadth from high water mark and north west on  
40 land laid out for sale in the same form and  
manner as the plan or diagram annexed to the said  
Indenture of lease represents under the yearly  
Quit rents of two shilling sterling for every  
acre of the devised premises under and subject  
to the usual conditions and covenants contained  
in leases from his Majesty to the French  
Inhabitants of Dominica And Further Reciting that

Exhibits

## Exhibit 2

Book of Deeds  
M.3 Folio 34919th December  
1794 (Contd.)

there was a condition and covenant in the said Indenture of Lease that the said Matthew La Coudre his Executors of Administrators should not assign or set over the said demised premises or any part thereof to any person or persons whatsoever without a Licence first had and obtained for that purpose from the governor general of the Grenades and neutral Island Commander in Chief for the time being and approved of by the Lords of Trade and Plantations as by the same Indenture of Lease might more fully and at large appear and further reciting that Adrien Canchon late of the said Island of Dominica did also obtain from His said Majesty by the said Commissioners a Lease by Indenture for the term of forty years absolute of a certain piece of land containing five acres of cleared land and adjoining to the said plantation lot demised to the said Matthew La Coudre bounding north on the same plantation lot and Batalie North River South on Batalie South River and West on land next the sea reserved for public uses which said piece of land containing five acres was then become the property of the said Matthew La Coudre for the remainder of the said term of forty years by virtue of an Indenture of assignment thereof executed by the said Adrien Canchon to the said Matthew La Coudre under a licence for that purpose from his late Excellency Robert Melville Esquire Captain General and Governor in Chief of the Grenades and Neutral Islands and approved of by the Lords Traders by the said Lease licence and approbation thereof and by the said indenture of assignment might more fully appear AND FURTHER RECITING that Reine Avril then the wife of Simon Dollabaille did also obtain from his said majesty by the said commissioners a lease by Indenture for the Term of fourteen years commencing from the said fourth day of March last above said and renewable for a further term not exceeding twenty six years of a certain piece or parcel of land lying in the said parish and Island aforesaid containing nineteen acres of cleared land bounding south east on unsurveyed land west on unsurveyed land and north west on a branch of the River Batalie and the said last mentioned piece or parcel of land had been purchased by the said Matthew La Coudre from the said Simon Dollabaille and his wife and he the said Matthew La Coudre was then in

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Exhibits

Exhibit 2

Book of Deeds  
M.3 Folio 34919th December  
1794 (Contd.)

possession thereof under certain articles of  
agreement made and executed between them and  
duly recorded in the Registers Office of Dominica  
AND FURTHER RECITING that Marie Jean Royer of the  
Island of Dominica Spinster did also obtain  
from His Majesty by the said Commissioners a  
lease by Indenture for the Term of Forty years  
Commencing from the said month of March and year  
aforesaid of a certain piece or parcel of cleared  
10 land lying in the parish and Island aforesaid  
containing ten acres bounding northerly on the  
River Batalie Easterly and South Easterly on  
unappropriated land Southerly on unappropriated  
land and north Westerly on the land leased to  
Reine Avril and the said last described piece or  
parcel of land had been purchased by the said  
Matthew La Coudre from the said Marie Jeanne  
Royer and he the said Matthew La Coudre was  
then in possession thereof under certain articles  
20 of agreement made and executed between them  
bearing date the twenty third day of in the  
year one thousand seven hundred and seventy four  
as by the same articles might appear and further  
reciting that the said Matthew La Coudre by and  
with the approbation and consent of the said  
David Chollet Langford Lovell James Morson and  
others judgment and execution creditors parties  
thereto and sealing and executing thereof had  
30 agreed to sell assign and convey the said four  
several parcels of leasehold land containing in  
the whole one hundred and sixteen acres with the  
buildings and improvements thereon and all his  
right title interest terms of years and benefit  
of renewal therein to the said Albert Rosat for  
the sum of two thousand pounds current money of  
Dominica which was to be paid and applied as far  
as it would go to discharge of the judgments and  
executions of the said Langford Lovell James  
Morson and others against the said Matthew La  
40 Coudre It Is by the said articles Witnessed that  
the said Matthew La Coudre for himself heirs  
executors and administrators by and with the  
approbation and consent of the said David Chollet  
Langford Lovell James Morson and others his  
judgment and execution creditors testified by  
their being parties thereto and sealing and  
executing thereof DID covenant promise and agree  
to and with the said Albert Rosat his Executors  
Administrators and assigns in manner following  
50 that was to say that for and in consideration  
of the said sum of two thousand pounds current

Exhibits

Exhibit 2  
M.3 Folio 349  
19th December  
1794 (Contd.)

money of Dominica paid and secured to be paid to the said Langford Lovell and James Morson by the said Albert Rosat and to be by them applied as aforesaid he the said Matthew La Coudre should and would immediately on the execution of those articles let the said Albert Rosat into the possession of the said four several parcels of Leasehold land containing one hundred and sixteen acres with the buildings and improvements thereon and should and would join the said Albert Rosat in petitioning the Governor or Commander in Chief for licences to assign the leases of eighty two acres nineteen and ten acres of land therein and hereinbefore particularly described and in applying to the Lords of Trade for their approbation thereof were obtained he the said Matthew La Coudre his Executors or administrators should and would at the request and proper costs and charges in the law of the said Albert Rosat his executors administrators or assigns in due form of Law grant bargain sell assign and set over unto him and them or as he or they should in that behalf direct or appoint (free from all incumbrances save and except His Majesty's Quit rent) the said four several parcels of leasehold land containing in the whole one hundred and sixteen acres with the buildings thereon AND WHEREAS by certain other articles of agreement bearing date the fourth day of June which was in the year one thousand seven hundred and seventy four indented and made between the said Albert Rosat of the one part and the said Langford Lovell and James Morson of the other part reciting that the said Albert Rosat did thereby for himself his heirs executors and Administrators covenant promise and agree to and with the said James Morson and Langford Lovell and each of them their and each of their executors administrators and assigns in manner following that for securing to the said Langford Lovell and James Morson their executors administrators or assigns the payment of the sum of two thousand pounds the purchase money agreed to be paid by the said Albert Rosat for the four several pieces or parcels of land agreed to be conveyed by the foregoing articles with the buildings and improvements thereon he the said Albert Rosat his heirs executors or administrators should and would at the request of the said Langford Lovell and James Morson or either of them their or either of their executors

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ExhibitsExhibit 2  
M.3 Folio 34919th December  
1794 (Contd.)

administrators or assigns in due form of law  
 grant bargain sell assign and set over unto  
 them the said Langford Lovell and James Morson  
 their executors administrators and assigns then  
 and as soon as the premises were properly  
 conveyed and assured to him the said Albert Rosat  
 the said four several pieces or parcels of land  
 with the buildings and improvements thereon to  
 hold the same premises and all the right title  
 10 term and interest of him the said Albert Rosat  
 therein to the said Langford Lovell and James  
 Morson their executors administrators and assigns  
 under a provision to be void on payment by the  
 said Albert Rosat his heirs executors  
 administrators or assigns to the said Langford  
 Lovell and James Morson of the said sum of two  
 thousand pounds as therein was particularly  
 mentioned as in and by the said foregoing articles  
 20 of agreement duly executed by the parties thereto  
 and prove and recorded in the Registers Office in  
 the Island aforesaid in liber - number - for  
 relation being thereto had more fully certainly  
 and at a large appear AND WHEREAS in and by a  
 certain Indenture bearing date the thirteenth  
 day of February which was in the year one  
 thousand seven hundred and seventy seven made  
 between William Thompson Smyth Esquire deputy  
 provost marshal late of the said Island of  
 30 Dominica of the one part and John Brush late of  
 the said Island planter of the other part Reciting  
 (among other things) as therein is recited IT IS  
 WITNESSED that in consideration of the sum of  
 eight hundred and forty one pounds fifteen  
 shillings and six pence halfpenny current money  
 being the amount of the original purchase money  
 together with lawful interest thereon by the said  
 John Brush to the said William Thompson Smyth  
 well and truly paid at or before the sealing and  
 delivery those presents the receipt whereof was  
 40 thereby acknowledged He the said William Thompson  
 Smyth in his capacity aforesaid as Deputy Provost  
 Marshal as far as in him lay by means and virtue  
 of his acting as Deputy Provost Marshal and  
 Grant bargain sell assign transfer alien enfeoff  
 and confirm unto the said John Brush his heirs  
 executors administrators and assigns according  
 to the nature of the several Estates all those  
 certain pieces or parcels of land and premises  
 butted and bounded as aforesaid with the  
 50 appurtenances thereunto belonging To Have And

Exhibits

Exhibit 2

M.3 Folio 349

19th December

1794 (Contd.)

To Hold the same with all and every the appurtenances thereunto belonging unto the said John Brush his Heirs, executors, administrators and assigns in the full large ample and beneficial a manner as the said William Thompson Smyth in his capacity aforesaid of Deputy Provost Marshal by means force and virtue of all and every the premises could or might by Law grant or convey the said premises and every or any part thereof as in and by the said Indenture duly executed and recorded in the Register's office of the said Island relation being thereunto had may more fully and at larger appear AND WHEREAS at a Court of Common Pleas held for the said Island on the                    day of which was in the year one thousand seven hundred and ninety three two several judgments were obtained against the said John Brush that is to say one at the suit of Hugh Ivan of the said island Merchant for the sum of one hundred and seven pounds four shillings and one penny current money with interest and costs of suit the other at the suit of Lewis Isaac Judah of the Island aforesaid merchant for the sum of forty eight pounds twelve shillings and ten pence half penny like money with interest and costs of suit on which said judgments there issued two several writs of execution against the said defendant AND WHEREAS in the year one thousand seven hundred and ninety four sundry other judgments obtained against the said John Brush at the suit of sundry persons to wit one at the suit of James Clark of the said Island Physician for the sum of two hundred and fifty five pounds eighteen shillings and three pence like money with interest and costs of suit one other at the suit of the said James Clark for the sum of two hundred and twenty five pounds fifteen shillings with interest and costs of suit one other at the suit of Francois Duroure of the said Island planter for the sum of two hundred and fourteen pounds fourteen shillings like current money with interest and costs of suit one other at the suit of Gilbert Beautour of the said Island Planter for the sum of three hundred and forty one pounds two shillings and ten pence halfpenny like money with interest and costs of suit one other at the suit of Andrew Mackenzie of the said Island merchant for the sum of one hundred

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Exhibits  
 Exhibit 2  
 M.3 Folio 349  
 19th December  
 1794 (Contd.)

and thirty three pounds thirteen shillings like  
 current money with interest and costs of suit  
 one other at the suit of George Metcalfe of  
 the said Island merchant for the sum of  
 eighteen pounds and six pence like current money  
 with interest and costs of suit one other at the  
 suit of Richard Dowing Jennings William Arnold  
 and James Bruce late of the said Island merchants  
 and copartners for the sum of forty five pounds  
 10 thirteen shillings and a half penny like current  
 money besides costs of suit one other at the  
 suit of Hugh Ivan and Alexander Meclachlan of  
 the said island merchants and copartners for  
 the sum of sixty nine pounds nine shillings  
 and seven pence like current money with interest  
 and costs of suit one other at the suit of  
 Alexander Smith and Andrew Smith of the said  
 Island merchants for the sum of sixty one  
 20 pounds and one penny halfpenny like money with  
 interest and costs of suit one other at the  
 suit of Gilbert Hogg of the said Island  
 merchant for the sum of two hundred and  
 seventy five pounds fourteen shillings and  
 ninepence like current money with interest and  
 costs of suit and one other at the suit of  
 William Brade Daniel Brade Richard Harper and  
 James Brade of the said Island merchants and  
 copartners for the sum of fifty two pounds nine  
 30 shillings and seven pence like current money  
 with interest and costs of suit on which said  
 several judgments there issued sundry writs of  
 execution against the said defendant John Brush  
 and which said writs were duly lodged in the  
 provost marshal's office in the said Island of  
 Dominica AND WHEREAS the said Provost Marshal  
 did by virtue of and under the authority of the  
 said writs of execution duly levy on all and  
 singular the said plantation of him the said  
 John Brush and after causing the previous public  
 40 notice to be given in Mrs. Browns' weekly gazette  
 of the said Island of the time and place of the  
 sale intended to be by him thereof made in such  
 manner and form as the act of the said Island  
 in such case made and provided directs and  
 appoints did proceed to a public sale of all  
 the right and title of him the said John Brush  
 of and in the same plantation and premises on  
 the eighteenth day of September..... and did  
 also at such sale produce the Title deeds of the  
 50 plantation..... and premises or true and  
 certified copies thereof with a brief abstract



Exhibits

Exhibit 2

M.3 Folio 349

19th December

1794 (Contd.)

of such Title Deeds and also opinion of Counsel respecting the same AND WHEREAS he the said William Sinclair having bid at the aforesaid sale the sum of nine hundred and ninety pounds current money of the said Island for all the right and Title of the said JohnBrush of and in the said Plantation and premises and being the highest bidder at such sale was declared by the said Provost Marshal to be the purchaser of the same AND WHEREAS the said William Sinclair did 10  
duly enter into and execute one certain recognizance bearing date the sixth day of November now last past unto the said James Laing in his capacity of Provost Marshal as aforesaid and his successors in office for the time being in the penal sum of one thousand nine hundred and eighty pounds current money and William Eyre and Andrew Fillan of the said Island Esquires did also enter into another recognizance bearing date on the last 20  
mentioned day as the sureties of the said William Sinclair each in the sum of five hundred and ninety four pounds like money to be paid to the said Provost Marshal or to his said successors which several recognizances had conditions thereunder respectively written for making the same void if the said William Sinclair or his heirs executors or administrators did well and truly pay or cause to be paid to the said Provost Marshal or his said successors within eight calendar months then next 30  
ensuing the date thereof the sum of nine hundred and ninety pounds like money with lawful interest thereon from the day of the date thereof until actual payment with a forfeiture also of twenty per centum in gross upon the therein last mentioned sum in case of non payment thereof on or before the sixth day of July then next ensuing to be applied in a due course of Law for the use of the creditors of the said John Brush as in and by the said recognizance duly executed by the said parties and lodged in the registers office of the said 40  
Island relation being thereunto had may more fully appear NOW THIS INDENTURE WITNESSETH that for and in consideration of the said Recognizances and also for and in consideration of the sum of five shillings current money of the said Island by the said William Sinclair to the said James Laing well and truly paid at or before the sealing and delivery of these Presents and Receipt whereof is hereby acknowledged He the said James Laing in his capacity aforesaid as provost Marshal Hath as 50

Exhibits  
Exhibit 2  
M.3 Folio 349  
19th December  
1794 (Contd.)

far as in him lay granted bargain sold assigned transferred aliened and confirmed and by these presents doth as far as in him lies grant bargain sell assign transfer alien and confirm unto the said William Sinclair his Executors administrators and assigns according to the nature of the several Estates all those certain pieces or parcels of land and premises butted and bounded lying and being as aforesaid with the appurtenances thereunto belonging And all the estate Right Title Interest Term and Terms of years Property claim benefit advantage and demand whatsoever therein or thereunto or unto any part thereof which the said John Brush had could or might grant or convey at the time of the sale thereof in Execution by outcry as aforesaid or can or may by Law be conveyed or granted by or under or by force means of effect of the several judgments and executions herein before particularly recited or any or either of them To have and To hold the said Plantation pieces or parcels of land butted and bounded as aforesaid with all and every the appurtenances thereunto belonging unto the said William Sinclair his heirs executors administrators and assigns in as full large ample and beneficial manner and form to all Intents as the said James Laing in his said quality and capacity as aforesaid of Provost Marshal by means force and virtue of all and every the premises can or may by law grant or convey the said premises and every or any part thereof (subject nevertheless to the Quit rents due to his said Majesty on account of the above premises) In Witness whereof the said James Laing in his said quality and capacity of Provost Marshal as aforesaid and the said William Sinclair have hereunto set their respective hands and seals the day and year to this Indenture first above written Sealed delivered and acknowledged  
40 in the presence of

G. Curtis

Register

) James (SEAL)

) Laing

) Provost Marshal

General (SEAL)

RECORDED THE NINTH DAY OF JANUARY 1795

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ExhibitsBOOK OF DEEDS B4 folio 285

## Exhibit 23

Book of Deeds  
B4 Folio 28516th April  
1804

THIS INDENTURE made the sixteenth day of April in the forty fourth year of the reign of our Sovereign Lord George the third by the Grace of God of the United Kingdom of Great Britain and Ireland King Defender of the faith and in the year of Our Lord One thousand eight hundred and four BETWEEN James Fraser of Gothlick in the County of Iverness and of York place in the City of Edinburg Esquire brother and heir at Law of Simon Fraser late of Grand Bay in the Island of Dominica Esquire deceased of the one part and Joseph Terry Houe of Clifton near Bristol in the County of Somerset Esquire of the other part WITNESSETH that for and in consideration of the sum of five shillings of lawful money of the United Kingdom of Great Britain and Ireland as current in England to him the said James Fraser in hand well and truly paid by the said Joseph Terry Houe at or before the sealing and delivery of these presents The Receipt and payment Whereof is hereby accordingly acknowledged He the said James Fraser HATH Bargained and sold and by these presents DOTH Bargain and sell unto the said Joseph Terry Houe his Executors Administrators and Assigns ALL that Estate or plantation or those two Estates or Plantations in Dominica called BATALIE or BATTALIE in the Island of Dominica in the West Indies or by Whatsoever other name or names the same are called or known And also all and singular other the Real Estate whatsoever and wheresoever take of or belonging to William Sinclair formerly Storekeeper of His Majesty's Ordinance in the said Island of Dominica deceased in the said Island of Dominica and which under or by virtue of his Will become and now is vested in the said James Fraser John Spalding and William Pagan or some or one of them Together with all Messuages tenements dwelling houses Mill Houses Building houses, Curing houses, Still house, Out Houses Cottages Edifices Erections and Buildings on the same Estates Plantations and Premises or on any part or parts thereof erected and built and now standing and being and every part and parcel thereof respectively with their respective Appurtenances And Also all ways paths passages waters water courses woods under woods Commons Common of Pasture Feedings Fishing places Easements PRIVILEGES Profits, Commodities, Emoluments Advantages Hereditaments and

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Exhibits

Exhibit 23

Book of Deeds  
B4 Folio 28516th April 1804  
(Contd.)

Appurtenances whatsoever to the said Estate Plantations and Premises belonging or in any wise appurtenant or therewith or with any of them or with any part or parcel of them usually held occupied possessed or enjoyed or accepted reputed deemed taken or known as part parcel or member thereof or of any part thereof And also all the Negro Mulatto and other slaves now being upon and belonging to the same

10 plantations Estates and Premises respectively or on some part or parts thereof Together with the future Issue Offspring and Increase of the Females of the said Slaves and the Reversion and Reversions Remainder and Remainders yearly and other Rents Issues and Profits of the said Plantations Estates and Premises bargained and sold or intended so to be and every of them respectively and every part thereof

20 respectively TO HAVE AND TO HOLD all and every such part of the said plantations and Estates and Premises hereinbefore mentioned and intended to be hereby Bargained and sold as is of the Nature of Freehold or Real Property with their and every of their Rights Members and Appurtenances unto the said Joseph Terry Houe his Executors Administrators and Assigns from the day next before the date of the date of these presents for and during and unto the full

30 end and term of one whole year from thence next ensuing and fully to be complete and ended without impeachment of or for any manner of Waste YIELDING AND PAYING therefore at the Expiration of the said Term and Rent of one pepper corn (if the same shall be lawfully demanded) To The Intent that by virtue of these presents and by force of the statute made for transferring uses into possession the said Joseph Terry Houe may be in the actual Possession of the Estates

40 plantations hereditaments and all and singular other the premises hereby bargained and sold, or sold, or expressed, and Intended so to be with their Rights Members and Appurtenances and be thereby enabled to accept And take a Grant and Release of the Reversion and purposes as shall be thereof TO SUCH AND THE SAME USES ends intents and purposes as shall be thereof expressed and declared in and by a Certain Indenture of

50 Release of Four parts intend to bear Date

Exhibits

Exhibit 23

Book of Deeds  
B4 Folio 285

16th April 1804  
(Contd.)

next after the day of the date of these presents and to be made between the said James Fraser John Spalding Esquire and William Fagan Esquire of the first part Sarah Augustine Judith Maud the wife of the said Joseph Terry Houe and Alexander Baillie Gentleman of the Second Part the said Joseph Terry Houe of the Third part and Ralph Colley Smith Gentleman of the fourth part in Witness Whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

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(Sgd) James (L.S.) Fraser

(Sgd) Joseph Terry (L.S.) Houe

Sealed and delivered in the presence of us

Thos. Beveridge Clerk to the within named James Fraser.

Thos. Fraser Clerk to the within named James Fraser.

Sealed and delivered by the within )  
named Joseph Terry Houe in the )  
presence of us..... )  
..... )

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John Alderides Lincoln Inn.

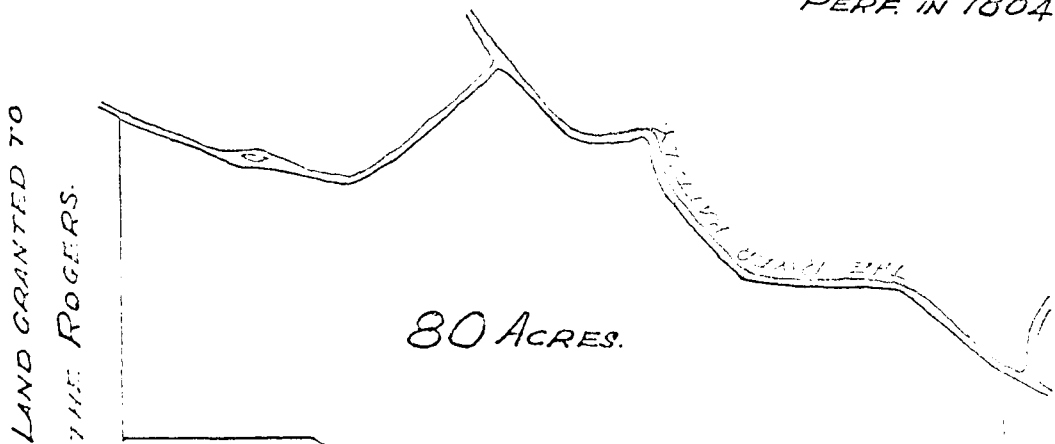
Isaac Hailes.



Grant to James Laing  
and others

28th July 1804

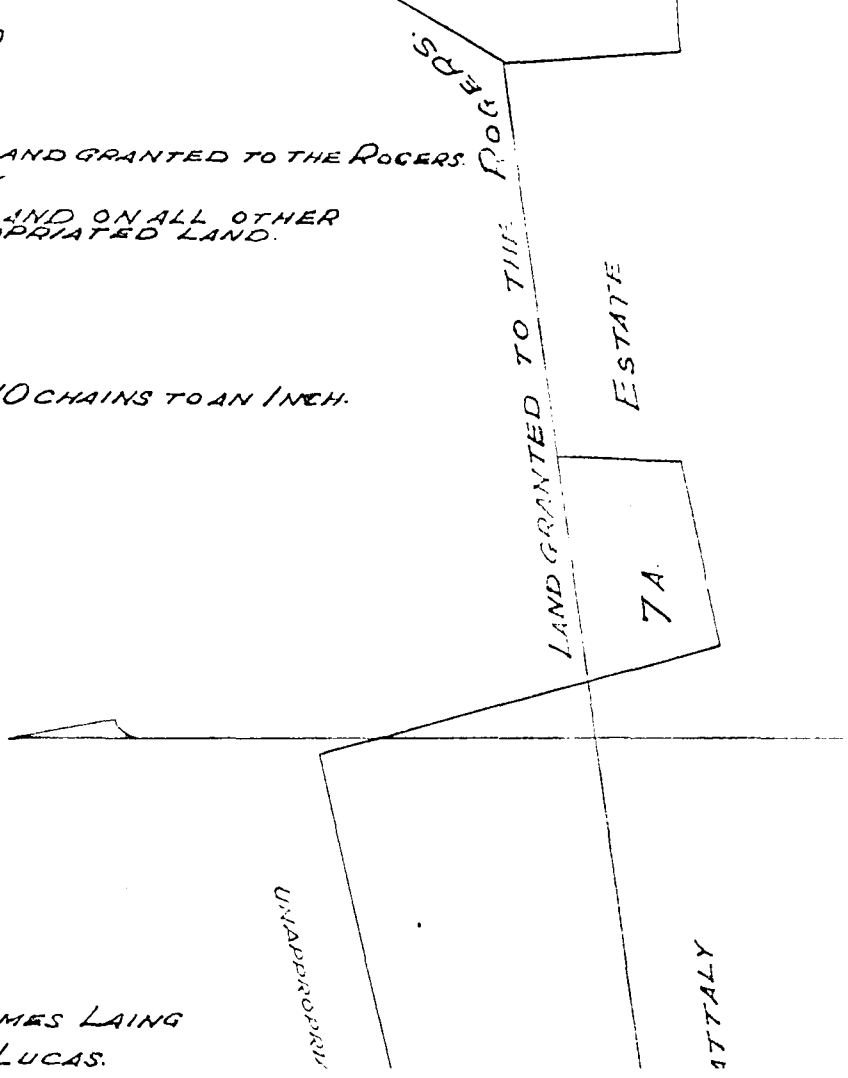
N3 PC LIBER B. 114 folio 330  
ST. JOSEPH  
PERF. IN 1804.



80  
35 } 122 ACRES OF LAND  
7 }  
BOUNDED.

NORTHERLY & NORTHWESTERLY: LAND GRANTED TO THE ROGERS.  
EASTERLY: THE RIVER BATTALY  
SOUTHERLY BATTALY ESTATE AND ON ALL OTHER  
SIDES ON UNAPPROPRIATED LAND.

Laid down by a scale of 10 chains to an inch.



28th July 1804 Grant to James Laing  
Robert Reid & John Lucas.

Exhibit 4Grant to James Laing and Others.DOMINICA.

10 The above represents the figure and situation of a certain piece or parcel of land lying in the Parish of St. Joseph & Island aforesaid containing one hundred and twenty two acres bounding Northerly & North Westerly on land granted to the Rogers easterly on the River Batalie Southerly on the Batalie Estate and on all other sides on unappropriated land in the same manner and form as the above diagram represents Patent Office 28 day of July 1804, the Original Diagram of which the above is a true copy is deposited in my office

(Sgd) Constable, Clerk of the Patents.

Propound in the year 1804.

A. Loundre, Surveyor Gen.

DOMINICA

20 GEORGE the third by the Grace of God of the United Kingdom of Great Britain and Ireland King Defender of the faith and so forth TO ALL TO WHOM these presents shall come GREETING;

30 WHEREAS certain pieces or parcels of land in our said Island Generally deemed impracticable and unfit for cultivation were not disposed of by your late Commissioners for the sale and disposal of lands (in amongst others) our Island of Dominica and other parcels of land therein were abandoned by the Purchasers thereof and reverted to us AND WHEREAS many of the first mentioned parcels of land being near or contiguous to plantations now in an improved state of cultivation have been found adapted for the cultivation of provisions for the maintenance and support of the Negroes and have been in part converted into Negro Grounds by Proprietors of Adjacent Plantations. AND WHEREAS the clearing and cultivating of Wood Lands in our said island  
40 is of the greatest importance to the Property and

Exhibits

Exhibit 4

Grant to James Laing and others.

28th July 1804  
(Contd.)

Exhibits

## Exhibit 4

Grant to James  
Laing and  
others.

28th July 1804  
(Contd.)

safety thereof AND WHEREAS we did think fit to  
authorise Our Trusty and well beloved George  
Provost Esquire our Governor and Commander in  
Chief of our said Island of Dominica by a letter  
dated the nineteenth day of April in the year of  
Our Lord one thousand eight hundred and four  
addressed to him by the Right Honourable Lord  
Hobart then one of our principal Secretaries of  
State to grant occupancies of such Lots or  
parcels of land determinable at our will and  
pleasure and subject to the usual conditions in  
any instance were the parties might be considered  
by him as deserving of such favour AND WHEREAS  
James Laing Robert Reid and John Lucas of our  
said Island Esquires did present their humble  
petition to our said Governor and Commander in  
Chief representing and setting forth amongst other  
things that they had lately purchased from various  
persons several parcels of land adjoining each  
other things that they had lately purchased from  
various persons several parcels of land adjoining  
each other and lying on the River Batalie in our  
said Island and had placed thereon about seventy  
slaves which number they meant considerably to  
increase having begun a Sugar Work on the lower  
AND theretofore uncultivated part of the said lands  
which they trusted would considerably add to the  
Revenue and agriculture of the Island that from  
the narrow and confined space of the Valley of  
Batalie being bounded nearly by precipices, on  
both sides they had not a sufficiency of waste  
land to cultivate as negroe or Provisions  
Grounds for their slaves or pasture for their  
cattle that the Hill at the top of Batalie  
Valley consisting of a large tract of land  
commonly called Batalie Hill which adjoined their  
plantation from the indifferent quality of its  
soil, had never been granted away or disposed of by  
us and was then wholly uncultivated that some  
part of the said land adjoining their plantation  
might be cultivated as provision or Negroe Grounds  
and if they were allowed to occupy the same for  
that purpose they would thereby be very much  
assisted in carrying on the cultivation of their  
said Plantation that trusting our said Governor in  
chief would consider their undertaking in a  
favourable point of View and encourage as far as  
possible the cultivation of the Island and the  
Industry of the planters they had caused a  
Diagram of the said adjoining part of the said

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Hill to be annexed to that their humble petition and their humble prayed Our said Governor in Chief to take the same into his consideration and to extend our most gracious bounty to them by granting them a lease or title of Occupancy of the land in the said Diagram for such a time and on and under such terms conditions and Limitations as to our said Governor in Chief should seem best AND WHEREAS our said Governor and Commander in Chief on the twentieth day of July now last past thought fit to produce the said Petition of the said James Laing Robert Reid and John Lucas to Our Privy Council for our said Island who on consideration thereof were of Opinion that the petitioners were proper persons to pertake to our bounty and that a Grant of the Occupancy might be issued to the Petitioners of the piece or parcel of land therein described on the terms and conditions hereinafter mentioned as by the Minutes of Our said council may appear.

NOW KNOW YE that WE having taken into our consideration the proceedings aforesaid and having full confidence in the Loyalty and Affection of the said James Laing Robert Reid and John Lucas towards us and our Government of Our especial Grace certain knowledge and mere motion and by and with the advice of our said Governor in Chief HAVE given and granted and by these presents for us our Heirs & Successors do give and grant unto the said James Laing Robert Reid and John Lucas their heirs and assigns our Royal Licence and permission to use occupy possess and enjoy all that piece or parcel of land situate lying and being in the Parish of Saint Joseph in our said Island containing one hundred and twenty two acres bounding Northerly and Northwesterly on land granted to the Rogers Easterly on the River Batalie Southerly on the Batalie Estate and on all other sides on unappropriated land in the same form and manner as by the Plan or Diagram of the said piece of parcel of land hereunto annexed appears with all Revenue Issues Increase Profits HEREDITAMENTS and Appurtenances to the same belonging or in any wise appertaining or being upon the premises or any part thereof Excepting Nevertheless and reserving to us our HEIRS and SUCCESSORS the mines of Gold and Silver which now are or at anytime hereafter may be discovered in or upon the said hereby granted premises or

Exhibits

Exhibit 4

Grant to James Laing and others.

28th July 1804  
(Contd.)

Exhibits

## Exhibit 4

Grant to James  
Laing and  
others.

28th July 1804  
(Contd.)

any part thereof with free Ingress Egress and  
Regress to us our Heirs and Successors our and  
their servants and slaves to work and carry on  
the said Mines TO HAVE AND TO HOLD the said piece  
or parcel of land and other the premises (Except  
as before Excepted) TO THE SAID James Laing Robert  
Reid and John Lucas their heirs and assigns for  
ever as tenants in Common and not as joint  
tenants and to and for no other use whatsoever  
PROVIDED ALWAYS and it is hereby declared that 10  
the said James Laing Robert Reid and John Lucas  
their Heirs and Assigns shall hold and occupy  
the aforesaid piece or parcel of land and premises  
and this present Grant of the occupancy thereof  
is made subject to upon and under the following  
express conditions, that is to say that the said  
James Laing Robert Reid and John Lucas their heirs  
or Assigns shall not directly or indirectly sell  
assign as convey or transfer either absolutely or 20  
in trust or otherwise in any manner whatsoever  
to any person or persons whomsoever the said  
land the premises or any part thereof without the  
licence or permission in writing of our Governor  
or Commander in Chief of our said Island of  
Dominica for the time being first had and attained  
for that purpose under his hand and seal and if  
any such assignment sale conveyance or transfer  
of the said lands and premises without such licence  
first had and obtained as aforesaid shall be made 30  
either by the said James Laing Robert Reid and  
John Lucas their heirs or assigns or any of them  
contrary to the true intent and meaning of these  
presents then and in such case these our letters  
patent and the Grant and Licence therein contained  
shall be null and void to all intents and purposes  
whatsoever AND PROVIDED ALWAYS FURTHER upon  
condition that the said James Laing Robert Reid  
and John Lucas their Heirs or assigns do and shall  
within three months from the date hereof enter 40  
and settle upon the said land or some part thereof  
and well and truly in every year clear in the  
proportion of one acre in eight of the uncleared  
cultivable parts of the said piece or parcel of  
land until two third parts of the uncleared and  
cultivable parts of the said piece or parcel of  
land shall be cleared and in case of default shall  
be made therein then in case the said James Laing  
Robert Reid and John Lucas their heirs or assigns  
shall pay to us our Heirs and successors the sum  
of five pounds sterling money per annum for every 50

10 acre of land which ought to have been cleared and  
 which they shall so neglect to clear until they  
 shall clear the same AND FURTHER we do hereby  
 declare that these our letters Patent and this  
 Grant and Licence therein contained one and is  
 determinable upon this Express Proviso and  
 condition, that is to say that if at anytime or  
 times hereafter the said piece or parcel of land  
 and premises shall be wanted by us our Heirs or  
 20 Successors for public uses or if we our Heirs  
 or Successors shall think fit to disallow or  
 determine the Grant Licence or Permission hereby  
 given by any order from us signified by any  
 Notification thereof from any of our Secretaries  
 of State sent to our Governor or Commander in  
 Chief of our said Island of Dominica for the time  
 being thereupon such Order or Notification being  
 made to the said James Laing Robert Reid and  
 John Lucas their Heirs or Assigns these our letters  
 30 Patent and Licence or title of Occupancy thereby  
 made shall cease determined and become absolutely  
 null and void to all intents and purposes  
 whatsoever and the said land and premises granted  
 by way of Occupancy shall immediately revert to  
 us our Heirs and Successors as if these our  
 letters Patent had never been made or issued and  
 that without the said James Laing Robert Reid  
 and John Lucas their Heirs or assigns claiming  
 being allowed or receiving any compensation for  
 any Buildings or improvements that may have been  
 40 erected or made and left upon the said land and  
 premises And we do also by these presents Give  
 and Grant for us our Heirs and Successors that  
 these our letters Patent be construed favourably  
 for the said James Laing Robert Reid and John  
 Lucas and their heirs and that the involvement of  
 these presents in our Register's Office of our  
 said Island shall be good evidence in all Courts  
 and places In Testimony whereof we have caused  
 these our letters to be made Patent and have to  
 the same caused to be affixed our Great Seal  
 appointed for our Island of Dominica WITNESS His  
 Excellency the said George Prevost Esquire  
 Governor and Commander in Chief of our said  
 Island of Dominica at Roseau this twenty eighth  
 day of July in the year of Our Lord Christ one  
 thousand eight hundred and four and in the forty  
 fourth year of our Reign -

Exhibits

Exhibit 4

Grant to James  
Laing and  
others.28th July 1804  
(Contd.)

Exhibits

Passed the Patent Office

Exhibit 4

(Sgd) xxxx Constable

Grant to James  
Laing and  
others.

Clk. of Patents.

28th July 1804  
(Contd.)

(GREAT SEAL)

(Sgd) George Prevost Recorded 30 July 1814.

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Exhibit 33

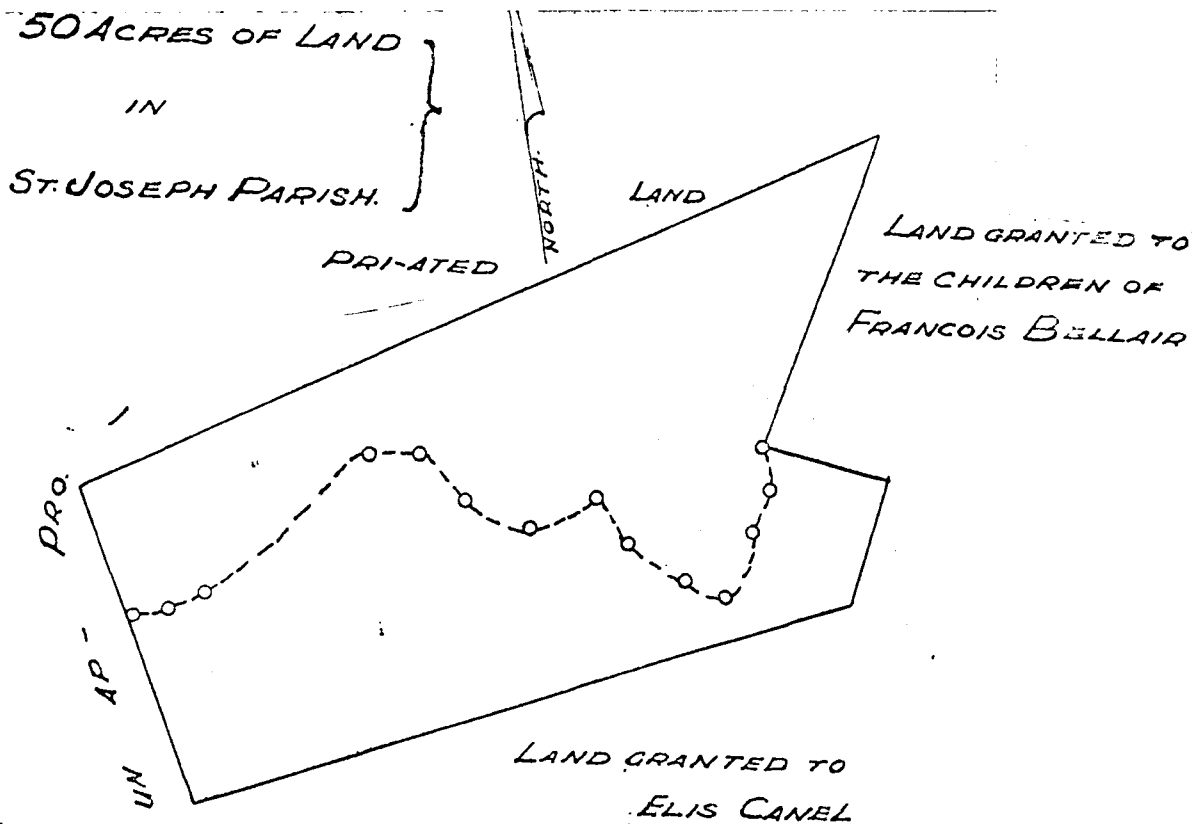
GRANT TO MARIE V.R. BELLAIR

Exhibits

Exhibit 33

Grant to Marie  
V.R. Bellair

24th August  
1804



COPIED BY  
*Rosal Winski*  
M.S. A.R.I.C.S.  
CHARTERED SURVEYOR  
LICENSED IN DOMINICA,  
1967

LAI D DOWN BY A SCALE  
TEN CHAINS TO AN INCH.

DOMINICA

The above Plan represents the figure and Situation of a certain piece or parcel of Crown land lying in the Parish of Saint Joseph and Island aforesaid Containing Fifty acres bounding Easterly on and Granted to the children of Francois Roger Bellair Southerly on land granted to Elizabeth Canel and on all other sides on unappropriated Land in the same manner and form as the above Diagram represents.

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Patent Office 24th day of August 1804 the Original Diagram of which the above is a true copy is deposited in my office.

(Sgd) J.W.Chs.  
Constable Clerk of Patents.

Performed in the year 1803

(Sgd) J.W. Lowndes  
Sur. Genel.

DOMINICA

20 GEORGE the third by the Grace of God of the United Kingdom of Great Britain and Ireland King defender to the faith and so forth To All To Whom these presents shall come Greeting.

Whereas certain pieces or parcels of land in our said Island generally deemed impracticable and unfit for Cultivation were not disposed of by our late Commissioners for the sale and disposal of Lands (in amongst others) our Island of Dominica and other parcels of land therein were abandoned

30 by the purchasers thereof and reverted to us. AND WHEREAS many of the first mentioned parcels of land being near or Contiguous to plantations now in an improved state of Cultivation have been found adapted for the Cultivation of Provisions for the Maintenance and support of the Negroes and have been in part Converted into Negroe Grounds by Proprietors of Adjacent plantations AND WHEREAS the Clearing and CULTIVATING of Wood lands in our said Island is of the greatest importance to the

40 Prosperity and safety thereof AND WHEREAS We did think fit to authorise our Trusty and well beloved George Prevost Esquire our Governor and

Exhibits

Exhibit 33

Grant to Marie  
V.R.Bellair24th August  
1804 (Contd.)

Exhibits

## Exhibit 33

Grant to Marie  
V.R. Bellair24th August  
1804 (Contd.)

Commander in Chief of our said Island of Dominica by a Letter dated the nineteenth day of April in the year of our Lord one thousand eight hundred and four addressed to him by the Right Honourable Lord Hobart then one of our Principal Secretaries of State to Grant Occupancies of such Lots or Parcels of land determinable at our Will and pleasure and Subject to the usual Conditions in any instance when the Parties might be considered by him as deserving of such favour AND WHEREAS Maria Victoire Roger Bellair of our said Island Widow Did present her humble petition to our said Governor and Commander in Chief representing and setting forth (amongst other things) that she was a native of our said Island of Dominica that on the death of her Father which happened many years ago she became possessed of a small parcel of leasehold Land situate in the Parish of Saint George in our said Island that the said piece or parcel of leasehold Land being entirely exhausted by Cultivation and being also Exceedingly subject to excessive draught she with a very large family namely eight children were reduced to the situation of possessing a mere house without any means of deriving a revenue for her and their maintenance and that on these Circumstances she applied for and obtained from Sir John Orde our then Governor in Chief of our said Island a Grant of a Piece or Parcel of Kings Land Containing twenty four acres but unfortunately for her part of the last mentioned land containing about Ten acres had been previously Granted to the Minors Goslings that the remainder of the said land was extremely broken and uncultivable in so much that it afforded no convenient situation on which to erect the necessary Buildings for the manufacturing of the Crops or of the residue of her and her family that her residence was on the sea shore at a considerable distance from the said land which rendered the transportation of the Coffee from the said land to her place of residence very inconvenient and her Slaves suffered much by going and returning morning and evening from one place to the other that there was a piece or parcel of land in the said parish Containing fifty acres adjoining to the aforesaid piece of land which she was desirous of obtaining for the purpose of erecting the necessary Buildings for the manufacturing of her Crops and

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10 for the Residence of her slaves and she having  
 been informed that our said Governor in Chief had  
 lately been impowered to dispose of the Crown  
 Land she had caused the Diagram of the said last  
 mentioned land which was thereunto annexed to be  
 made with a view of applying to our said Governor  
 in Chief for a Grant thereof she humbly prayed our  
 said Governor in Chief to take her petition into  
 consideration and to cause a GRANT of the last  
 mentioned land to be made to her her Heirs and  
 Assigns in Fee simple or to Grant unto her such  
 other Title as to Our said Governor in Chief  
 should seem proper. AND WHEREAS our said Governor  
 and Commander in Chief on the sixth day of July  
 now last past thought fit to produce the said  
 petition of the said Marie Victoire Bellair to  
 our Privy Consul for our said Island who on  
 consideration thereof were of opinion that the  
 petitioner was a proper person to partake of our  
 20 Bounty and that a Grant of the Occupancy might  
 be issued to the Petitioner of the piece or  
 parcel of land therein described on the Terms and  
 Conditions hereinafter mentioned as by the minutes  
 of our said Counsel may appear. NOW KNOW YE that  
 We having taken in our Consideration the Proceed-  
 ings aforesaid and having full Confidence in the  
 Loyalty and Affection of the said Marie Victoire  
 Roger Bellair toward us and our Government of our  
 especial Grace certain knowledge and mere motion  
 30 and by and with the advice of our said Governor in  
 Chief HAVE given and Granted and by these presents  
 for Us our Heirs and Successors. DO give and  
 Grant unto the said Marie Victoire Roger Bellair  
 her heirs and assigns our Royal Licence and  
 permission to use Occupy possess and enjoy all  
 that piece or parcel of land situate lying and  
 being in the parish of Saint Joseph in our said  
 Island Containing fifty acres bounding easterly  
 on Land Granted to the Children of Francois Roger  
 40 Bellair Southerly on land Granted to Elizabeth Can  
 Canel and on other sides unappropriated Land  
 in the same form and manner as by the plan or  
 Diagram of the said piece or parcel of land  
 hereunto annexed appears with all Issues Increase  
 Profits Easements Hereditaments and Appurtenances  
 to the same belonging so in anywise appertaining  
 or being upon the Premises or any part thereof/  
 Excepting Nevertheless and reserving to us our  
 Heirs and Successors A Mines of Gold and Silver  
 50 which now are or at Any time hereafter may be

Exhibits

Exhibit 33

Grant to Marie  
V.R. Bellair24th August  
1804 (Contd.)



Exhibits

Exhibit 33

Grant to Marie  
V.R.Bellair24th August  
1804 (Contd.)

discovered in or upon the said hereby Granted premises or any part thereof with free Ingress and Regress TO US our Heirs and Successors our and their servants and slaves with Parts Carriages and all other things necessary to work and carry on the said Mines TO HAVE AND TO HOLD the said piece or parcel of land and other the Premises Except as before Excepted/ to the said Marie Victoire Bellair her Heirs and assigns for ever To the only proper use and behoof of the said Marie Victoire Roger Bellair her Heirs and assigns and to and for no other use whatsoever PROVIDED ALWAYS and it is hereby declared that the said Marie Victoire Roger Bellair her Heirs and assigns shall hold and occupy the aforesaid piece or parcel of land and premises and their present Grant of the Occupancy thereof is made subject to upon and under the following Express Conditions that is to say that the said Marie Victoire Roger Bellair her Heirs or assigns shall not directly or indirectly sell assign CONVEY or Transfer either Absolutely or in Trust or other wise in any manner whatever to any person or persons whomsoever the said land the Premises or any part thereof without the Licence or Permission in writing of our Governor or Commander in Chief of our said Island of Dominica for the time being first had and obtained for that purpose under his hand and seal and if any such Assignment Sale conveyance or Transfer of the said lands and premises without such Licence first had and obtained as aforesaid shall be made either by the said Marie Victoire Roger Bellair her Heirs or Assigns or any of them contrary to the true intent and meaning of these presents then and in such case these our letters Patent and the Grant and Licence therein contained shall be null and void to all Intents and Purposes whatsoever AND PROVIDED ALWAYS FURTHER upon condition that the said Marie Victoire Roger Bellair her heirs or Assigns do and shall within three months from the date hereof enter and settle upon the said land or some part thereof and well and Truly in every year clear in the Proportion of One acre in Eight of the uncleared cultivatable parts of the said piece or parcel of land until two third parts of the uncleared and cultivatable parts of the said piece or parcel of land shall be cleared and in Case the said Marie Victoire Roger Bellair her Heirs or

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Assigns shall pay to us our Heirs and Successors  
 the sum of five pounds Sterling money per annum  
 for every acre of land which ought to have been  
 cleared and which she or they shall so neglect to  
 clear until she or they shall clear the same AND  
 FURTHER We do hereby declare that these our letters  
 Patent and this Grant and licence therein Contained  
 are and is determinable upon this Express Proviso  
 and Condition that is to say that if at anytime  
 10 or times hereafter the said Piece or Parcel of land  
 and premises shall be wanted by US Our Heirs or  
 Successors for Public uses or if we our Heirs or  
 Successors shall think fit to disallow or  
 determine the Grant Licence or Permission hereby  
 given by any order from us signified by any  
 Notification thereof from any of our Secretaries  
 of State sent to our Governor or Commander in  
 Chief of our said Island of Dominica for the time  
 20 being then upon such Order or Notification being  
 made to the said Marie Victoire Roger Bellair her  
 Heirs or Assigns these Our Letters Patent and  
 the licence OR Title of Occupancy thereby made  
 shall cease determine and become absolutely null  
 and void to all Intents and purposes whatsoever  
 and the said land the premises hereby Granted by  
 way of Occupancy shall immediately revert to us  
 our Heirs and Successors as if these our letters  
 Patent had never been made or issued and that  
 30 without the said Marie Victoire Roger Bellair her  
 Heir or Assigns claiming being allowed or  
 receiving any compensation for any Buildings or  
 Improvements that may have erected or made and  
 left upon the said land and premises AND WE do  
 ALSO by these presents Give and Grant for us our  
 Heirs and Successors that these our letters Patent  
 be construed favourably for the said Marie  
 Victoire Roger Bellair and her Heirs and that the  
 Inrolment of these presents in our Registers Office  
 of our said Island shall be good Evidence in all  
 40 Courts and places IN TESTIMONY whereof we have  
 caused these our Letters to be made Patent and  
 have to the same caused affixed our Great Seal  
 appointed for our Island of Dominica WITNESS His  
 Excellency the said George Prevost Governor and  
 Commander in Chief of our said Island of Dominica  
 at Roseau this Twenty fourth Day of August in the  
 year of our Lord Christ One thousand eight  
 hundred and four and in the forty fourth year of  
 our Reign.

Exhibits

Exhibit 33

Grant to Marie  
V.R. Bellair24th August  
1804 (Contd.)

Exhibits

Exhibit 33  
 Grant to Marie  
 V.R.Bellair  
 24th August  
 1804 (Contd.)

Passed at the Patent Office  
 (Sgd) J.W.Chs.  
 Constable Clk. of Patents  
 (Sgd) George (Great Seal) Prevost Recorded  
 10th Sept. 1804.

Exhibit 24  
 Book of Deeds  
 C4 Folio 285  
 11th December  
 1804.

Exhibit 24

BOOK OF DEEDS C4 folio 285

DOMINICA

THIS INDENTURE made the eleventh day of December  
 in the year of our Lord Christ one thousand eight 10  
 hundred and four BETWEEN Joseph Terry Hone of Farring-  
 don in the County of Berks in Great Britain Esquire  
 acting herein by Samuel Gamble each of the Island of  
 Dominica Esquire his lawful attorney duly appointed  
 by a certain letter of attorney bearing date the  
 first day of October last part duly authenticated  
 and recorded IN the Registers Office of the said  
 Island of Dominica Esquire of the other part  
 WHEREAS the said Joseph Terry Hone being the 20  
 proprietor and owner of a certain plantation in  
 the parish of Saint Joseph in the said Island  
 called Battalie plantation under a certain Indenture  
 of Release and Assignment thereof duly recorded  
 in the Registers Office of the said Island in  
 Liber R number four folio 285 did lately contract  
 and agree with the said Robert Reid for the sale  
 thereof for the sum of Ten hundred and fifty pounds  
 sterling money of Great Britain for which sum the  
 said Robert Reid drew Bills of exchange on  
 Messieurs John Gillon and Company of Wilsons street 30  
 Ferinburry Square London. Merchants which Bills  
 were duly executed and delivered to the said Joseph  
 Terry Hone who hath thereupon by his said letter of  
 attorney authorized and empowered his attornies  
 therein named jointly and severally to execute all  
 such deeds and consequences as may be deemed  
 necessary for conveying and assuring the same to  
 the said Robert Reid NOW THIS INDENTURE WITNESSETH

that He the said Joseph Terry Hone for and in consideration of the said sum of Ten Hundred and fifty pounds sterling money to him the said Joseph Terry Hone already paid by the said Robert Reid as aforesaid the receipt whereof he the said Joseph Terry Hone hath by the paper writing hereto annexed acknowledged Hath granted bargained sold aliened enfeoffed assigned transferred and set over and by these presents doth grant bargain sell alien enfeoff assign transfer and set over unto the said Robert Reid his Heirs, Executors, Administrators and assigns according to the nature and quality of the estate and promise hereby or intended to be hereby conveyed or transferred be the same real or personal or of the nature of real or personal estate or chattel interest all that the aforesaid plantation called Battalie consisting of the several contiguous pieces or parcels of land hereinafter described and containing together one hundred and sixteen acres of land or thereabouts that is to say one lot of land containing eighty two acres of land bounding north and east on formerly unsurveyed land south on the River Battalie West on the sea shore and north west on land laid out for sale one other lot of land containing five acres adjoining thereto bounding north thereon and on Batalie North River South on Batalie South River and west on land next to the sea. One other lot of land containing nineteen acres of cleared land bounding south east on unsurveyed land, west on unsurveyed land and north west on a branch of the River Battalie and one other piece or parcel of land containing ten acres bounding northerly on the River Battalie Easterly and south easterly on unappropriated land southerly on unappropriated land and north westerly on part of the above described land all of which several parcels of land are now cultivated together with other lands adjoining as one plantation by James Laing John Lucas and the said Robert Reid as tenants in common in equal shares and all houses works, boiling houses, curing houses, mills, mill houses, out houses, offices, edifices, erections and buildings thereon or on any part thereof erected being or built and all ways waters, watercourses paths

Exhibits  
 Exhibit 24  
 Book of Deeds  
 C4 Folio 285  
 11th December  
 1804 (Contd.)

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Exhibits

Exhibit 24

Book of Deeds  
C4 Folio 28511th December  
1804 (Contd.)

passages privileges easements, emoluments, hereditaments and appurtenances to the said plantation pieces or parcels of land or either of them belonging or thereto in any wise appertaining on therewith or with any part thereof usually held occupied or enjoyed or reputed deemed taken or known as part parcel or member thereof or of any part thereof and also all the right title interest use trust term and term of years yet to come and unrequired property possession profit claim and demand whatsoever at law or in equity of him the said Joseph Terry Hone of into or out of the same premises TO HAVE AND TO HOLD the said plantation pieces or parcels of land messuages, tenements, hereditaments and all and singular other the premises hereby or intended to be hereby granted sold and assigned and every part and parcel thereof with their and every of their appurtenances unto the said Robert Reid his Heirs, Executors, executor, administrators and assigns according to the nature and quality of the estate be the same real or personal to the only proper use and behoof of the said Robert Reid his heirs, Executors administrators and assigns and to and for no other use whatsoever (SUBJECT Nevertheless to His Majesty's Quit Rents hereafter to grow due for the same) and the said Joseph Terry Hone for himself his heirs executors and administrators doth hereby covenant grant promise and agree to and with the said Robert Reid his executors administrators and assigns by these presents in manner and form following that is to say that he the said Joseph Terry Hone at or immediately before the sealing and delivery hereof hath in himself good right full power and lawful and absolute authority to sell and dispose of the said plantation pieces or parcels of land messuages tenements hereditaments and premises with the appurtenances with the said Robert Reid his heirs, executors administrators and assigns in manner and form aforesaid and that he the said Joseph Terry Hone hath not at any time heretofore made done or committed or willingly or wittingly caused or procured to be made done or committed any act matter deed or thing whatsoever whereby or by reason and means whereof the said plantation pieces or parcels of land messuages tenements, hereditaments and other the premises hereby or

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intended to be hereby granted sold and assigned or  
any part thereof are is can shall or may be  
charged impeached or incumbered in Estate  
Title or otherwise howsoever AND FURTHER that it  
shall and may be lawful to and for the said  
Robert Reid his heirs executors, administrators  
and assigns from time to time and at all times  
hereafter peaceably and quietly to enter into  
Have hold use occupy and enjoy the said  
10 plantation pieces or parcels of land messuages  
tenements hereditaments and other the premises  
hereby or intended to be hereby granted sold  
and assigned and every part thereof with there  
and every of their appurtenances and to receive  
and take all and singular the rents issues and  
profits thereof and of every part and parcel  
thereof for his and their own proper use and  
benefit without any the lawful set suit trouble  
20 demal molestation or interruption whatsoever  
of him the said Joseph Terry Hone his heirs,  
executors administrators or assigns or of or  
by any other person or persons claiming or to  
claim by through or under him them or any of  
them and moreover that he the said Joseph Terry  
Hone his heirs, executors, or administrators  
and assigns and all and every other person and  
persons having or lawfully or equitable  
claiming any estate right title, trust or  
interest by from or under him the said Joseph  
30 Terry Hone, his heirs, executors and  
administrators of in to or out of the said  
plantation pieces or parcels of land messuages  
tenements hereditaments and other the premises  
hereby or intended to be hereby granted sold  
and assigned shall and will from time to time  
and at all times hereafter at and upon the  
reasonable request and proper costs and  
charges in the law of the said Robert Reid his  
heirs executors administrators and assigns make  
40 do execute acknowledge and suffer or cause or  
procure to be made done executed acknowledged  
and suffered all and every such further and  
other lawful and reasonable acts deeds and  
things for the better more perfect and absolute  
granting conveying and assigning all and SINGULAR  
the said lands and premises hereby or intended to  
be hereby granted sold and assigned and every  
part and parcel thereof with their and every of  
their appurtenances unto the said Robert Reid  
50 his heirs executors administrators and assigns

Exhibits

Exhibit 24

Book of Deeds  
C4 Folio 28511th December  
1804 (Contd.)

Exhibits

Exhibit 24

Book of Deeds  
04 Folio 285

11th December  
1804 (Contd.)

as by the said Robert Reid his heirs executors  
administrators or assigns or his or their counsel  
learned in the law shall be reasonably devised  
advised or required IN WITNESS whereof the parties  
to these presents have hereto set their hands and  
seals the day and year first within written

Sealed and delivered in)

presence of and acknowledged)

before me )

B. Lucas Senr. Asst. Justice of the Common Pleas 10

Joseph Terry (L.S. Hone

By his attorney SAM. G. BEECH.

Know all men by these presents that I the  
within Robert Reid do hereby acknowledge testify  
and declare that my name was and is inserted in  
the within Indenture In Trust as to one undivided  
third part of the lands and premises therein  
comprised for the use of the within named James  
Laing his Heirs executors administrators and  
assigns and as to another undivided third part 20  
thereof In Trust for the Use of the within named  
John Lucas his Heirs, executors administrators  
and assigns, the purchase money paid for the said  
premises being advanced by the said James Laing  
John Lucas and myself in equal shares in  
notings, whereof I do hereby set my hand and seal  
this eleventh day of December one thousand eight  
hundred and four

Signed sealed delivered and ) Robt. Reid (L.S. 30  
acknowledged before me )

B. Lucas Senr. Asst.

Justice of the Com. Pleas

RECORDED 12 DECEMBER 1804.



Exhibit 18BOOK OF DEEDS C4 folio 283DOMINICA

10 WHEREAS James Laing Robert Reid and John Lucas did in the year of our Lord one thousand eight hundred and two purchase in their joint names from John Mair Esquire a sugar plantation in the parish of St. Joseph called Macoucherie and the said ROBERT REID did

20 purchase in his own name but on their joint account from William Johnston of Granada Esquire two woodland plantations in the parish of St. Patrick called Petersham and Hermitage one of which plantations was sold and conveyed to Jean Baptiste petit and the others to Jean Lionne' and the said James Laing Robert Reid and John Lucas afterwards purchased in their joint names or in the names of some or one of

30 them but on their joint account several parcels of land in the parish of St. Joseph which they have formed into one plantation called Batalie plantation NOW it is hereby declared and agreed by and between the said James Laing Robert Reid and John Lucas that the aforesaid purchases were not only made on their joint account but also in equal shares and proportions and they do hereby mutually and reciprocally for themselves their Heirs, Administrators and Executors and every of them covenant and agree with each

40 other respectfully and with the heirs executors and administrators of each other of them respectively that all revenues profits and gains which have accrued or may hereafter accrue respecting the purchase or sale of all and every of the said plantations or lands or their produce or crops shall be equally divided and received by them the said James Laing Robert Reid and John Lucas or their respective representatives and all losses costs charges which have arisen or may hereafter arise or become payable by the said James Laing Robert Reid and John Lucas or any of them their or any of their Estates or Representatives for or in respect of the said lands or any of them or of any matter agreement covenant or things relative to the aforesaid purchases or sales or any of them whether made or entered into in their joint names or in the name or names of

Exhibits

Exhibit 18

Book of Deeds  
C4 Folio 28312th December  
1804.



Exhibits

Exhibit 18  
Book of Deeds  
C4 Folio 283  
12th December  
1804 (Contd.)

any or either of them shall be paid sustained and borne by them the said James Laing Robert Reid and John Lucas and their respective heirs executors and administrators in equal shares and proportions.

In Witness whereof the parties to these presents have hereunto set their Hands and Seals this twelfth day of December in the year of Our Lord Christ one thousand eight hundred and four

Sealed and delivered	)	JAMES LAING	(L.S.)	10
In the presence of and	)	R. REID	(L.S.)	
acknowledged before me		J. LUCAS	(L.S.)	

B. Lucas Senr. Asst. Justice  
of the Common Pleas

RECORDED 12the DECEMBER 1804.

Exhibit 28  
Grant to James  
Laing and  
another- 1812.

Exhibit 28

GRANT TO JAMES LAING AND ANOTHER

DOMINICA

George the Third by the Grace of God of the United Kingdom of Great Britain and Ireland King Defender of the Faith and so forth TO ALL TO WHOM these presents shall come Greeting

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WHEREAS certain pieces or parcels of land, in our said Island generally deemed impracticable, and unfit for cultivation were not disposed of by our late Commissioner for the sale and disposal of lands (in amongst others) our Island of Dominica and other parcels of land therein were abandoned by the purchasers thereof and reverted to us And Whereas many of the first mentioned parcels of land being near or contiguous plantations now in an improved state of cultivation have been found adapted for the cultivation of provisions for the maintenance and support of the negroes and have been in part converted into negro grounds by

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proprietors of adjacent plantatinnns And  
 Whereas the clearing and cultivating of Wood lands  
 in our said Island is of the greatest importance  
 to the prosperity and safety thereof AND  
 WHEREAS we did think fit to authorise our trusty  
 and well beloved George Prevost Esquire our  
 Governor and Commander in Chief of our said  
 Island of Dominica by a letter dated the  
 nineteenth day of April in the year of our  
 10 Lord one thousand eight hundred and four  
 addressed to him by the right Honourable Lord  
 Hobart then one of our principal Secretaries  
 of State to grant occupancies of such lots or  
 parcels of land determinable at our will and  
 pleasure and subject to the usual conditions  
 in any instance were the parties might be  
 considered by him as deserving of such favour  
 And whereas James Laing and Robert Reid of  
 our said Island Esquires did present their  
 20 humble petition to his Honor John Corlet  
 president and Commander in Chief representing  
 and setting forth (amongst other things) that  
 the petitioners were possessed of a sugar work  
 plantation in the parish of St. Joseph in the  
 said Island called Batalie that adjoining  
 to the said plantation there is a parcel of  
 waste land of which a Diagram is hereto  
 annexed containing about one hundred acres  
 of land which land has for many years past  
 30 been used as a pasture for the cattle of the  
 said plantation the said petitioners not  
 having any pasture land belonging to their  
 said plantations that the petitioners were  
 desirous of having a grant of the temporary  
 occupancy of the said land thereof that the  
 petitioners humbly prayed his Honor to grant  
 to them the Title of Occupancy of the said land  
 on such terms as to our said president might seem  
 meet And Whereas our said Governor and Commander  
 40 in chief on the.....day of.....  
 thought fit to produce the petition of the said  
 James Laing and Robert Reid to our Privy Council  
 for our said Island who on consideration thereof  
 were of the opinion that the petitioners were  
 proper persons to partake of our Bounty and that  
 a grant of the occupancy might be issued to  
 the petitioner of the piece or parcel of land  
 therein described on the terms and conditions  
 thereafter mentioned as by the Minutes of our  
 50 said Council may appear Now know ye we having

Exhibits

Exhibit 28

Grant to James  
 Laing and  
 another - 1812.  
 (Contd.)

Exhibits

## Exhibit 28

Grant to James  
Laing and  
another - 1812.  
(Contd.)

taken into our consideration the proceeding aforesaid and having full confidence in the loyalty and affection of the said James Laing and Robert Reid towards us and our Governor of our especial Grace certain knowledge and more motion and by and with the advice of our said Governor in Chief Have given and granted and by these presents for us our Heirs and successors Do give and grant the said James Laing and Robert Reid their heirs and assigns our Royal license and permission to use occupy possess and enjoy all that piece or parcel of land situate lying and being in the parish of St. Joseph in our said Island containing one hundred acres bounding northerly on the River Battalie Easterly on Land of Messrs Reid Laing and Lucas south easterly on land granted to Pierre La Rocques and Westerly on the sea in the same form and manner as by the plan or diagram of the said Piece or parcel of land hereunto annexed appears with all revenues issues increase profits easements hereditaments and appurtenances to the same belonging or in any wise appertaining or being upon the premises or any part thereof excepting nevertheless and reserving to us our heirs and successors all mines of gold and silver which are now or at any time hereafter may be discovered in or upon the said hereby granted premises or any part thereof with free ingress egress and regress to us our heirs and successors our and their servants and slaves with carts carriages and all other things necessary to work and carry on the said mines To have and to hold the said piece or parcel of land and other the premises (except as before excepted to the said James Laing and Robert Reid their Heirs and assigns for ever To the only proper use and behoof of the said James Laing and Robert Reid their heirs and assigns forever and to and for no other use provided always and it is hereby declared that the said James Laing and Robert Reid their heirs and assigns shall hold and occupy the aforesaid piece or parcel of land and premises and this present grant of the occupancy thereof is made subject to upon and under the following express conditions that is to say that the said James Laing and Robert Reid their heirs or assigns shall not directly or indirectly sell assign convey or transfer either absolutely or in trust or otherwise in any manner whatsoever to any person or persons whomsoever the said lands

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Exhibits

## Exhibit 28

Grant to James  
Laing and  
another - 1812  
(continued)

and Premises or any part thereof without the  
license or permission in writing of our  
Governor or commander in chief of our said  
Island of Dominica for the time being first  
had and obtained for that purpose under his  
hand and seal and if any such assignment  
sale conveyance or transfer of the said lands  
and premises without such license first had and  
obtained as aforesaid shall be made either by  
10 the said James Laing and Robert Reid their  
heirs or assigns or any of them contrary to  
the true intent and meaning of these presents  
then and in such case these our letters patent  
and the grant and license therein contained  
shall be null and void to all intents and  
purposes whatsoever and provided always further  
upon condition that the said James Laing and  
Robert Reid their heirs or assigns do and  
20 shall within three months from the date thereof  
enter and settle upon the said land or some part  
thereof and well and truly in every year clear  
in the proportions of one acre in eight of the  
uncleared and cultivable parts of the said  
Island in the said piece or parcel of land until  
two third parts of the uncleared and cultivable  
parts of the said piece or parcel of land shall  
be cleared and in case default shall be made  
therein then and in such case the said James  
Laing and Robert Reid their heirs or assigns  
30 shall pay to us our heirs and successors the  
sum of ..... sterling money per  
annum for every acre of land which ought to  
have been cleared and which they shall so neglect  
to clear until ..... shall clear the same  
and further we do hereby declare that these our  
letters patent and this grant and license  
therein contained are and is determinable upon  
this express proviso and condition that is  
40 to say that if at any time or times hereafter  
the said piece or parcel of land and premises  
shall be wanted by us our heirs or successors  
for public uses or if we our heirs or successors  
shall think fit to disallow or determine the  
grant license or permission hereby given by  
any order from us signified by any notification  
thereof from any of our Secretaries of State  
sent to our Governor or Commander in Chief of  
our said Island of Dominica for the time being  
then upon such order or notification being made  
50 to the said James Laing and Robert Reid their  
..... these our letters patent and the license  
or title or occupancy thereby made shall cease

Exhibits

Exhibit 28

Grant to James  
Laing and  
another - 1812  
(continued)

determine and become absolutely null and void to all intents and purposes whatsoever and the said land and premises hereby granted by way of occupancy shall immediately revert to us our heirs and successors as if these our letters patent had never been made or issued and that without the said James Laing and Robert Reid their heirs or assigns claiming being allowed or receiving any compensation for any buildings or improvements that may have been erected or made and left upon the said land and premises and we do also by these presents give and grant for us our heirs and successors that these our letters patent had never been made or issued and that without the said James Laing and Robert Reid their heirs or assigns claiming being allowed or receiving any compensation for any buildings or improvements that may have been erected or made and left upon the said land and premises and we do also by these presents give and grant for us our heirs and successors that these our letters patent be construed favourable for the said James Laing and Robert Reid their heirs and that the inrolment of these presents in our register's office of our said Island shall be good evidence in all Courts and Places: In Testimony whereof we have caused these our letters to be made patent and have to the same caused to be affixed our great seal appointed for our Island of Dominica

Witness his Honor John Corlet Esquire president and Commander in Chief of our said Island of Dominica at Roseau in the year of our Lord .... the .....day of ..... in the year of our Lord Christ one thousand eight hundred and twelve and in the fifty second years of our reign

Passed the Patent Office

Thomas Hayes

Clerk of the Patents

John (SEAL) Corlet

President and Commander in Chief.

RECORDED THIS 18th day of July 1812.

Certified correct. - Marie Pierre

Ag. Deputy Registrar for Registrar. M.4 fol.473

Grant to James Laing and  
another - 1812  
(continued)

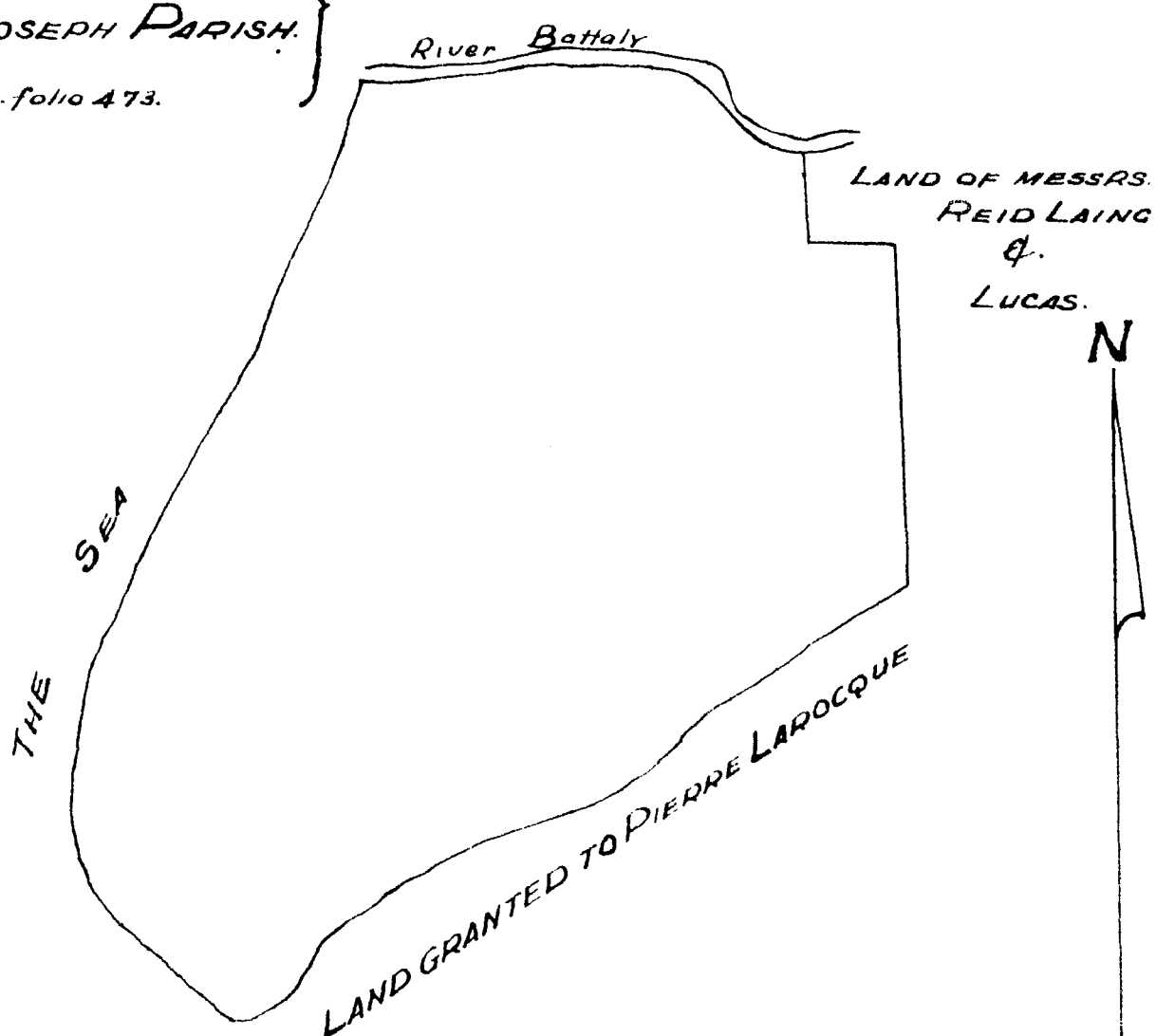
100 ACRES OF LAND

IN

SAINT JOSEPH PARISH.

Liber No 4. folio 473.

BEING PART OF THE GRAND SAVANNAH.



Laid down by a scale of ten chains to an inch

COPIED BY  
*Karol Nimska*  
LICENSED SURVEYOR  
1967.

COPIED BY  
SGD. JEROME A. ROBINSON  
CROWN SURVEYOR & COMM. OF LANDS.

DATED 24-8-65

Exhibits

Exhibit 30

Grant to  
Peter Larocque

DOMINICA

- April 1812

EXHIBIT 30GRANT TO PETER LAROCQUE

GEORGE the Third by the grace of God of the United Kingdom of Great Britain and Ireland King Defender of the Faith and so forth TO ALL to WHOM these presents shall come Greeting:-

WHEREAS certain pieces or parcels of land in our said Island generally deemed impracticable and unfit for cultivation were not disposed of by our late commissioners for the sale and disposal of lands (in amongst others) our Island of Dominica and other parcels of land therein were abandoned by the purchasers thereof and reverted to us And Whereas many of the first mentioned parcels of land being near or contiguous to plantations now in and improved state of cultivation have been found adapted for the cultivation of provisions for the maintenance and support of the negroes and have been in part converted into negro grounds by proprietors of adjacent plantations And Whereas the clearing and cultivating of Wood lands in our said Island is of the greatest importance to the prosperity and safety thereof And Whereas we did think fit to authorise our trusty and well beloved George Provost Esquire our Governor and Commander in Chief of our said Island of Dominica by a letter dated the nineteenth day of April in the year of our Lord one thousand eight hundred and four addressed to him by the Right honourable Lord Hobart then one of our principal secretaries of state to Grant Occupancies of such lots or parcels of land determinable at our Will and Pleasure and subject to the usual conditions in any instance where the parties might be considered by them as deserving of such favour AND whereas Peter Larocque of our said Island planter DID present his humble petition to his Honour Edward Barnes our Lieutenant Governor and Commander in Chief representing and setting forth (amongst other things) That the petitioner and also his mother and his mother in law stood greatly in need of provisions grounds for their negroes and pasture lands and it was the intention of

Exhibits

## Exhibit 30

Grant to  
Peter Larocque  
- April 1812  
(continued)

the petitioner in case the prayer of that his  
petition should be granted to allow them to  
participate in the advantages of the land that  
the piece or parcel of land described in the  
diagram thereof thereunto annexed was then  
unappropriated AND WHEREAS our said Lieutenant  
Governor and Commander in Chief on the  
fourteenth day of April one thousand eight  
hundred and twelve though fit to produce the  
petition of the said Peter Larocque to our  
Privy Council for our said Island who on  
consideration thereof were of opinion that the  
petitioner was a proper person to partake of  
our Bounty and that a grant of the Occupancy  
might be issued to the petitioner of the piece  
or parcel of land therein described on the terms  
and conditions hereinafter mentioned as by the  
Minutes of our said Council may appear Now know  
ye that we having taken into our consideration  
the Proceedings aforesaid and having full  
confidence in the loyalty and affection of the  
said Peter Larocque towards us and our  
Government of our espicial grace certain  
knowledge and mere motion and by and with the  
advice of our said Governor in Chief have given  
and granted and by these presents for us our  
heirs and successors Do give and grant unto  
the said Peter Larocque his heirs and assigns  
our Royal Licence and permission to use occupy  
possess and enjoy all that piece or parcel of  
land situate lying and being in the parish of  
Saint Joseph in our said Island containing sixty  
acres Bounding northerly partly on land  
belonging to Messrs. Laing Reid and Lucas and  
partly on a Ravine Easterly on a Ravine and  
land of Jack Welsh Southerly on Crown land  
in the same form as by the plan or diagram  
of the said piece or parcel of land hereunto  
annexed appears with all Revenues Issues  
Increase Profits Easements Hereditaments and  
appurtenances to the same belonging or in any  
wise appertaining or being upon the premises  
or any part thereof excepting nevertheless  
and reserving to us our heirs and  
successors all mines of gold and silver  
which now are or at any time thereafter may  
be discovered in or upon the said hereby  
granted premises or any part thereof with  
free Ingress egress and Regress to us our



Exhibits

## Exhibit 30

Grant to  
Peter Larocque  
- April 1812  
(continued)

heirs and successors of our and their servants and slaves with carts carriages and all other things necessary to work and carry on the said mines to have and to hold the said piece or parcel of land and other the premises (except as before excepted) to the said Peter Larocque his heirs and assigns provided always and it is hereby declared that the said Peter Larocque his heirs and assigns shall hold and occupy the aforesaid piece or parcel of land and premises and this present grant of the occupancy thereof is made subject to upon and under the following express conditions that is to say that the said Peter Larocque his heirs or assigns shall not directly or indirectly sell assign convey or transfer either absolutely or in trust or otherwise in any manner whatever to any person or persons whomsoever the said Land and Premises or any part thereof without the license or permission in writing of our Governor or Commander in chief of our said Island of Dominica for the time being first had and obtained for that purpose under his hand and seal and if any such assignment sale conveyance or transfer of the land and premises without such license first had and obtained as aforesaid shall be made either by the said heirs or assigns or any of them contrary to the true intent and meaning of these presents then and in such case these our letters patent and the grant and license therein contained shall be null and void to all intents and purposes whatsoever AND PROVIDED always Further upon condition that the said Peter Larocque his heirs or assigns do and shall within three months from the date hereof enter and settle upon the said land or some part thereof and well and truly in every year clear in the proportion of one acre in eight of the uncleared cultivable parts of the said Island in the said piece or parcel of land until two third parts of the uncleared and cultivable parts of the said piece or parcel of land shall be cleared and in case default shall be made therein then and in such case the said Peter Larocque his heirs or assigns shall pay to us our heirs and successors the sum of five pounds sterling money per annum for every acre of land which ought to have been cleared and which he and they shall so neglect to clear until he or they shall clear the same and Further we do hereby declare that these our letters patent and this grant and license therein

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contained are and is determinable upon this  
 express proviso and condition that is to say  
 that if at any time or times hereafter the said  
 piece or parcel of land and premises shall be  
 wanted by us our heirs and successors for  
 public uses or if we our heirs or successors  
 shall think fit to disallow or determine the  
 grant license or permission hereby given by  
 any order from us signified by any notification  
 thereof from any of our secretaries of state  
 sent to our Governor or commander in chief of  
 our said Island of Dominica for the time being  
 then upon such order or notification being  
 made to the said Peter Larocque his heirs or  
 assigns these our letters patent and licence  
 or Title of Occupancy thereby made shall cease  
 determine and become absolutely null and void  
 to all intents and purposes whatsoever and the  
 said land and premises hereby granted by way of  
 occupancy shall immediately revert to us our  
 heirs and successors as if these our letters  
 patent had never been made or issued and that  
 the said Peter Larocque his heirs or assigns  
 claiming being allowed or receiving any  
 compensation for any buildings or improvements  
 that may have been erected or made and left  
 upon the said land and premises and we do also by  
 these presents give and grant for us our heirs  
 and successors that these our letters patent be  
 construed favourable for the said Peter Larocque  
 his heirs and assigns and that the inrolment  
 of these presents in our Register's Office of  
 our said Island shall be good evidence in all  
 Courts and Places In Testimony whereof we have  
 caused these our letter to be made patent and  
 have to the same caused to be affixed our  
 great seal appointed for our Island of Dominica  
 Witness his Honour the said Edward Barnes  
 Esquire Lieutenant Governor and Commander in  
 Chief of our said Island of Dominica at Roseau  
 this ..... day of April in the year of Our  
 Lord Chirst one thousand eight hundred and  
 twelve and in the fifty second year of our  
 Reign.

Passed the Patent Office  
 Charles G. Hobson -  
 Asst. Clerk of the Patents

Edward (GREAT SEAL) Barnes

RECORDED 24th day of July 1812 - Certified correct.

M. Pierre - Ag. Deputy Registrar for Registrar.

Exhibits

Exhibit 30

Grant to  
Peter Larocque

- April 1812  
(continued)

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Exhibits

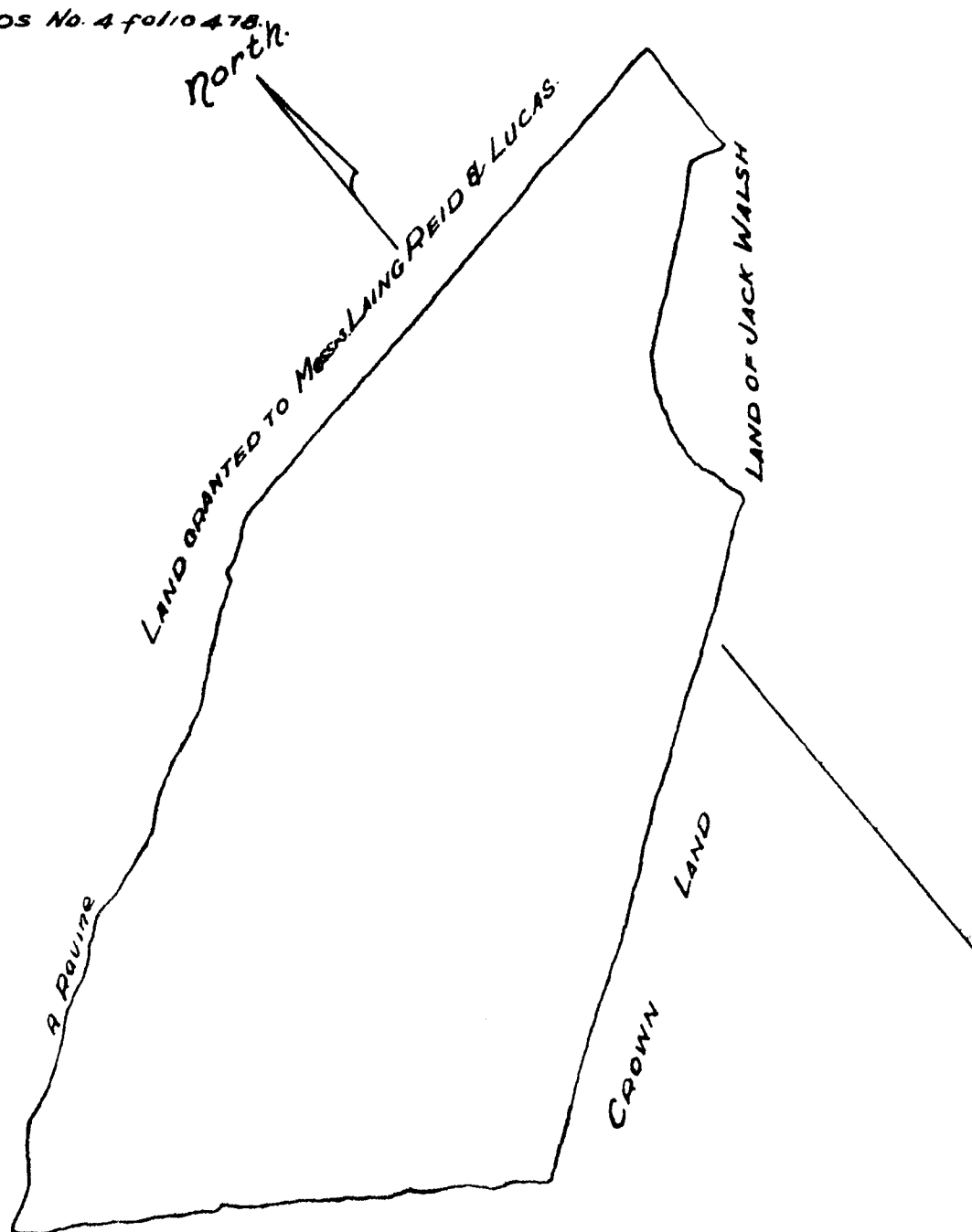
Exhibit 30

212.

Grant to Peter Harocque  
- April 1812 (continued)

**60 ACRES IN ST. JOSEPH PARISH.  
BEING PART OF THE GRAND SAVANNAH.**

DEEDS No. 4 folio 478.



COPIED BY

SGD: JEROME A. ROBINSON.  
CROWN SURVEYOR & COMM. OF LANDS.  
DATED 24.8.65

LAI D DOWN BY A SCALE  
TEN CHAINS TO AN INCH.

COPIED BY  
*Karl Winski*  
LICENSED SURVEYOR  
DEC. 1967.

EXHIBIT 31Grant to William Anderson

DOMINICA

Exhibits

Exhibit 31

Grant to William  
Anderson

12th October 1812

10 THE PETITION of William Anderson of  
the said Island HUMBLY SHEWETH, That your  
Petitioner lately obtained a Grant from  
your Honour of sixty acres of Crown Land in  
the parish of St. Joseph in this Island which  
adjoins a freehold property belonging to your  
10 Petitioner which Freehold your Petitioner  
is now in treaty to dispose of to George  
Cunningham of this Island Mariner along with  
the aforementioned sixty acres of Land so  
lately granted to your petitioner and which  
sale would be perfected if your Honour would  
be pleased to Grant a License to your  
petitioner according to the Stipulation  
contained in the Grant thereof to him to  
20 convey and assign over to the said George  
Cunningham the said acres of Land

Your Petitioner therefore Humbly Prays  
that your Honour will be pleased to grant  
to him such License under your hand and Seal  
and your Petitioner will ever Pray etc.

Williams Anderson

Roseau 26th September 1812

DOMINICA

By his Honour John Corlet Esquire (SEAL)

30 President and Commander in Chief in and  
over this Island etc. etc.

Having taken into consideration the annexed  
Petition of William Anderson and also  
considering the length of residence in and  
the service rendered to this colony by  
George Cunningham Mariner

Permission is hereby granted to William  
Anderson to sell assign convey to the said

Exhibits

Exhibit 31

Grant to William  
Anderson

12th October  
1812

(continued)

George Cunningham the sixty acres of land in the parish of St. Joseph in this island mentioned in the said Petition subject however to all the conditions and covenants contained in the Grant thereof to the said William Anderson -

Given under my hand and seal at Arm at Government House this 12th day of October 1812 By His Honours Command John Corlet Pres. & Commander in Chief Thomas Hayes Secretary

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RECORDED THIS SIXTH DAY OF FEBRUARY  
1812

Certified correct M. Pierre Ag. Deputy Registrar for Registrar.

P4 fol 301 - 60 acre grant on 29th July 1812 to William Anderson

EXHIBIT 19

Exhibit 19

BOOK OF DEEDS S 5 Folios 304-310.

Book of Deeds  
55 Folios  
304-310

28th March  
1839

DOMINICA

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THIS INDENTURE made the twenty eighth day of March in the year of Our Lord One thousand eight hundred and thirty nine BETWEEN The Hon'ble Dugald S. Laidlaw Sole acting executor in the said Island of the last Will and Testament of James Laing late of .....in the County of Surrey in that part of the United Kingdom .....England Esquire deceased and the Hon'ble W. Blanc surviving Trustees named and appointed under and by virtue of the last will and testament ..... Robert Reid late of the said Island of Dominica Esquire deceased of the one part and Anne Rose Levilloux of the Island of Dominica aforesaid, Widow and Relict of Jean Baptiste Levilloux late of the said Island Esquire deceased of the other part WHEREAS under and by virtue of Sundry mesne conveyances and other

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Exhibits

Exhibit 19

Book of Deeds  
55 Folios  
304-31028th March 1839  
(continued)

assurances in the Law duly recorded in the Registrar's Office of the said Island of Dominica the said James Laing and Robert Reid were in their lifetime respectively and at the time of their respective deaths seised and possessed of or otherwise well entitled unto as tenants in Common amongst other property all that certain Sugar Estate or Plantation and the Lands thereof and thereto belonging commonly called or known by the name of the Batalie plantation situate in the Parish of Saint Joseph in the said Island containing by estimation two hundred and ninety acres or thereabouts and which said plantation is made is made up and composed of the several pieces or parcels of land hereinafter particularly mentioned and described together with all messuages, houses Mills, (Curing houses building and appurtenances whatsoever thereunto belonging or in any wise appertaining -- And Whereas the said Robert Reid being so seised and possessed of or well entitled unto amongst other property the one undivided moiety of and in the said Estate or Plantation and the lands thereof and thereto belonging and of and in all messuages houses mills curing houses buildings and appurtenances whatsoever thereunto appertaining did on or about the twentieth day of February One thousand eight hundred and twenty four duly make and publish his last Will and Testament and thereby after desiring that all his just debts and funeral expenses be paid and giving and bequeathing Sundry annuities legacies and other bequests he gave devised and bequeathed the Rest Residue and Remainder of his estate and property of what nature or kind soever or wheresoever situate unto his friends William Brenner and the said William Blanc and their heirs Executors administrators and assigns upon the trusts and to and for the ends intents and purposes therein limited declared and expressed of and concerning the same and amongst other things the said Testator declared it to be his further will and pleasure that the said William Brenner and William Blanc or the Survivor of them or the heirs Executors administrators or assigns of such survivor should and might

Exhibits

Exhibit 19

Book of Deeds  
55 Folios  
304-310

28th March 1839  
(continued)

have and he thereby gave them full power and authority at any time or times after his decease, if occasion should require, or as they might deem advisable to sell, dispose ..... and convey all or any part of his estate and property unto any person or persons who should be willing to purchase the same for the most..... that could be reasonably had for the same -- and for that purpose to .....such deeds conveyances surrenders and assurances as they the William Brenner and William Blanc or the survivor of them and the heirs executors administrators or assigns of such Survivors should think necessary ..... and of his said Will the said Testator appointed his friends John Laidlaw and the said William Brenner and William Blanc and his daughter Anne Rose .....the Executors and Executrix - As in and by the said Will ..... and recorded in the Registry of the Ordinary of the said Island in Book of Wills Number twelve folio five hundred and thirty six on reference ..... more fully appear.- 10

AND WHEREAS the said .....departed this life shortly after the date of his said Will ..... or revoking the same, - and such Will was duly .....the said William Brenner and William Blanc two of the Executors therein named before the Ordinary of the said Island on or about the fifteenth day of May Eighteen hundred and twenty four. - 30

AND WHEREAS the said William Brenner afterwards departed this life leaving the said William Blanc him surviving -

AND WHEREAS in and by a certain Memorandum of Agreement entered into in or about the Thirty first day of May One thousand eight hundred and thirty between the said James Laing acting therein by the said John Laidlaw and also the said John Laidlaw and William Blanc Executors of the last Will and Testament of the said Robert Reid of the one part and the said Jean Baptiste Levilloux of the other part the said James Laing and the said John Laidlaw and William Blanc Executors aforesaid of the said Robert Reid did thereby agree 40

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Book of Deeds  
55 Folios  
304-31028th March 1839  
(continued)

to sell and convey with the usual and proper Covenants for the title free from incumbrances, all that certain Sugar Estate or Plantation with the Lands and appurtenances thereunto belonging situate in the Parish of Saint Joseph in the said Island commonly called the Batalie Estate together with all houses mills curing houses, buildings coppers implements and utensils whatsoever in any wise appertaining to the said Sugar Estate called Batalie, unto the said Jean Baptiste Levilloux his heirs and assigns in such manner as the said Jean Baptiste Levilloux or his Counsel ..... the Law should direct and require - And the said Jean Baptiste Levilloux did thereby promise to pay to the executors of the said agreement as ..... for the purchase money of the said Batalie Estate lands tenements hereditaments and premises the sum of One thousand Pounds Sterling money of Great Britain, and which payment the said James Laing ..... the said John Laidlaw and William Blanc Executors aforesaid ..... thereby acknowledged to have received in full for the absolute purchase of the hereditaments and premises aforesaid as by the said Agreement herewith lodged to be recorded in the Registrar's Office of the said Island on ..... thereto will more fully appear. AND WHEREAS the said Jean Baptiste Levilloux departed this life on or about the month of April eighteen hundred and thirty one having first duly made and published his last will and Testament in writing bearing date the nineteenth day of May Eighteen hundred and twenty four whereby amongst other things he gave and bequeathed to his beloved Wife the said Anne Rose Levilloux all his ..... well real as personal to be disposed of as she should think proper ..... appointed his beloved wife the said Anne Rose Levilloux, his brother ..... Levilloux and his friend George Gardie to be executrix and executor ..... will - As in and by the same Will duly proved and recorded in the Registry of the Ordinary of the said Island in the Book of Wills Number fourteen folio Seventy six on reference thereto will more fully appear. -



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(continued)

AND WHEREAS the said James Laing afterwards departed this life having first duly made and published his last Will and Testament in writing bearing date the Twenty Second day of February Eighteen hundred and thirty one, whereby he appointed his sons William John Laing and Allan Stewart Laing and his friends the said John Laidlaw and Dugald Stewart Laidlaw and James Laing Brenner of the Island of Dominica Esquires and also Abel Jenkins Esquire the Executors thereof in the West Indies as in and by the said Will duly proved and recorded in the Registry of the Ordinary of the said Island in the Book of Wills Number fourteen folio one hundred and thirty nine on reference thereto will more fully appear -

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AND WHEREAS the said Dugald Stewart Laidlaw is the only Executor of the said Will of the said James Laing appointed to act in the West Indies who proved the same Will in the said Island of Dominica -

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AND WHEREAS the said John Laidlaw hath also since departed this life leaving the said William Blanc him surviving -

AND WHEREAS no conveyances of the said hereditaments and premises was ever executed to the said Jean Baptiste Levilloux in his life time, and the said Anne Rose Levilloux as the Widow and relict of the said Jean Baptiste Levilloux and the Residuary Legatee and Devisee under his said Will having applied to the said Dugald Stewart Laidlaw as acting Executor of the said James Laing and to the said William Blanc as surviving Trustee under the Will of the said Robert Reid to convey and assure the said Estate or Plantation hereditaments and premises unto her according to the tenor and effect of the said hereinbefore recited Agreement they have in so far as they can or may consented so to do in the manner hereinafter expressed

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NOW THEREFORE this INDENTURE WITNESSETH that in pursuance and performance of the said recited agreement and for and in consideration of the said sum of One thousand pounds Sterling

money of Great Britain to the said James Laing in his lifetime ..... to the said John Laidlaw and William Blanc as Executors aforesaid of the said Robert Reid in the lifetime of the said John Laidlaw ..... long since well and truly paid and satisfied by the said Jean Baptiste Levilloux in his lifetime also in consideration of the further sum of Three hundred pounds Current money of the said Island of Dominica to the said James Laing in his lifetime and to the said John Laidlaw and William Blanc well and truly paid and satisfied by the said Jean Baptiste Levilloux in his lifetime and also in further consideration of the sum of Ten Shillings to each of them the said Dugal Stewart Laidlaw acting Executor of the said James Laing as aforesaid and the said William Blanc as surviving Trustee under the said Will of the said Robert Reid by the said Anne Rose Levilloux in hand well and truly paid at or immediately before the Sealing and delivery of those presents the receipt whereof is hereby acknowledged -

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28th March 1839  
(continued)

THEY the said Dugald Stewart Laidlaw as sole acting Executor in the said Island and the said James Laing as aforesaid and the said William Blanc as surviving Trustee under the Will of the said Robert Reid as aforesaid and in all and every other capacity them respectively thereunto enabling and according to the respective shares, estates and interest of the said James Laing and Robert Reid in the said premises, have and each of them HATH granted, bargained and sold aliened and released and by these presents do and each of them doth grant bargain sell alien and release unto the said Anne Rose Levilloux (in her actual possession now being by virtue of a bargain and sale to her thereof made by the said Dugald Stewart Laidlaw Executor as aforesaid and the said William Blanc surviving Trustee aforesaid, in consideration of ten shillings by Indenture bearing date the day next before the day of the date of these Presents for the term of one whole year commencing from the day next before the day of the date of the same Indenture of Bargain and Sale and by force of

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## Exhibit 19

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28th March 1839

(continued)

the Statute made for transferring uses into possession) to her heirs Executors Administrators and the lands thereof and thereto belonging commonly called or known by the name of the Batalie plantation situate lying and being in the Parish of Saint Joseph in the said Island containing by estimation Two hundred and ninety Acres or thereabouts be the same more or less and which said plantation is made up and composed of the several pieces or parcels of Land following, that is to say, all that plantation or parcel of land containing by estimation Forty two Acres or thereabouts lying on the River Batalie in the said Parish of Saint Joseph AND ALSO ALL THAT Piece or parcel of land containing by estimation 12 Acres or thereabouts lying in the said Parish of St. Joseph bounded South on the River Batalie West on lands of the said James Laing and Robert Reid and one John Lucas and East and North on Crown Lands - AND ALSO that piece or parcel of land containing by estimation One hundred and Twenty two Acres or thereabouts lying in the said Parish of Saint Joseph bounded on the North and North Westerly on land granted to one Roger Bellair East on the River Batalie South on Batalie Estate and on all other sides by unappropriated lands AND ALSO ALL that Leasehold plantation with the several pieces or parcels of land adjoining and contiguous thereto in the said Parish of Saint Joseph called Batalie plantation, containing by estimation one hundred and fourteen Acres or thereabouts or however otherwise the said several pieces or parcels of land may be respectively butted and bounded, situate lying and being called distinguished or known together with all and every the messuages houses outhouses edifices Mills, Mill houses Boiling houses Curing houses Still houses and all other erections and buildings and all plantation utensils and implements whatsoever upon or belonging to the said Estate or plantation and all ways and paths passages waters watercourses trees woods under woods and the ground and soil thereof, liberties privileges easements profits commodities emoluments advantages and appurtenances to the said Estate or plantation hereditaments and premises or any part or parcel thereof

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304-310

28th March 1839  
(continued)

10 belonging or in any wise appertaining or  
reputed or deemed so to be or with the same  
or any of them now or at any time heretofore  
usually had held occupied or enjoyed AND  
ALSO ALL those two mules one Ass and twenty  
two head of horn cattle and other Stock upon  
or belonging to the aforesaid Estate or  
plantation and the future increase of the  
females thereof - AND all reversions  
10 remainders yearly and other rents issues and  
profits of all and singular the aforesaid  
Estate or Plantation hereditaments and premises  
and of every part of the same AND ALSO ALL  
the Estate right title interest use trust  
property claim and whatsoever at Law or in  
Equity of them the said James Laing and Robert  
Reid in their respective lifetime and of the  
said Dugald Stewart Laidlaw as acting  
20 Executor aforesaid and of the said William  
Blanc as surviving Trustee aforesaid of, in,  
to out of upon or respecting the said Estate  
or plantation hereditaments and premises and  
every or any part or parcel thereof TO HAVE  
AND TO HOLD the said Estate or plantation,  
pieces or parcels of land houses tenements  
mules Cattle and Stock and all and singular  
other the hereditaments and premises thereto  
30 belonging and hereinbefore granted and  
released or otherwise assured or intended  
so to be with their and every of their  
rights members and appurtenances according  
to the several natures and qualities thereof  
respectively unto and to the use and behoof  
of the said Anne Rose Levilloux her heirs  
Executors Administrators and assigns for  
ever - AND the said Dugald Stewart Laidlaw  
and William Blanc separately and apart and  
each for himself, his respective heirs  
40 Executors and Administrators and not jointly  
or the one for the other of them, or for the  
heirs executors administrators or acts of  
the other of them but each of them for his own  
acts only, do covenant and declare to and  
with the said Anne Rose Levilloux her heirs  
executors administrators and assigns by  
these presents, that they the said Dugald  
Stewart Laidlaw as acting Executor aforesaid  
and the said William Blanc as surviving  
Trustee as aforesaid have not nor hath  
50 either of them at any time heretofore made

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28th March 1839  
(continued)

done or committed or wittingly or willingly permitted or suffered to be done, or been partly or privy to the doing of any act deed matter or thing whatsoever whereby wherewith or by reason or means whereof the said Estate or plantation hereditaments and premises ..... granted and released or otherwise assured or intended ..... or any of them, on any part thereof are is can shall or ..... be charged, impeached, incumbered or affected in title estate or otherwise howsoever

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IN WITNESS whereof the said parties to these presents have hereunto set their hands and affixed their seals the day and year first in the beginning mentioned

SIGNED SEALED AND DELIVERED) (Sgd) Dugald S. Laidlaw  
in the presence of ) (SEAL)  
and acknowledged before me:) Exor. of the late Jas  
Laing

(Sgd) J. Finlay (Sgd) W.M. Blanc (SEAL)

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Asst. Justice Comm Pleas Exor. of Rob. Reid  
(L.S.)

Recorded 13th May 1839

Exhibit 20

Book of Deeds  
S5 Folio 310  
6th May 1839

EXHIBIT 20

BOOK OF DEEDS S 5 folio 310

DOMINICA

THIS INDENTURE made the sixth day of May in the year of Our Lord One thousand eight hundred and thirty nine B E T W E E N ANNE ROSE LEVILLOUX of the said island Widow of the one part and THEODORE LEVILLOUX of the island aforesaid Esquire of the other part WHEREAS in and by a certain Indenture of Release bearing date the Twenty eighth day of March Eighteen hundred and thirty nine and made between DUGALD STEWART LAIDLAW therein described as the sole acting Executor in the said Island of the last Will

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and Testament of James Laing deceased and William Blanc therein described as the surviving Trustee named and appointed under and by virtue of the last Will and Testament of Robert Reid deceased of the one part and the said Anne Rose Levilloux of the other part AFTER reciting as is therein particularly .....length recited it was Witnessed that for the consideration ..... mentioned they the said Dugald Stewart Laidlaw as sole ..... in the said Island of the said James Laing as aforesaid, .....William Blanc as surviving Trustee under the will of the ..... as aforesaid In all and every other capacity them respectively enacting, and according to the respective shares estates and ..... the said James Laing and Robert Reid in the said premises .....aliened and released unto the said Anne Rose Levilloux Executors administrators and assigns all that certain sugar Estate or plantation and the Lands thereof, and thereto belonging commonly called or known by the name of the BATALIE plantation, situate in the Parish of Saint Joseph in the said Island containing by estimation two hundred and ninety acres ..... thereabouts be the same more or less and which said plantation is made up and composed of the several pieces or parcels of land therein and hereinafter particularly mentioned and described together with all and every messuages houses edifices mills, mill houses boiling houses curing houses still houses ..... all other erections and buildings and all plantation utensils and implements whatsoever upon or belonging to the said Estate or plantation and all and singular the appurtenances to the said Estate or plantation hereditaments and premises or any part or parcel thereof belonging or in any wise appertaining or reputed or deemed so to be or with the same or any of them .... then or at any time theretofore usually had held occupied or enjoyed AND ALL .....two mules one ass and twenty head of horn cattle and other stock upon ..... belonging to the aforesaid Estate or plantation and the future issue of the ..... thereof TO HOLD the said Estate or plantation pieces or parcels of land houses tenements mules

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Exhibit 20

Book of Deeds  
S5 Folio 3106th May 1839  
(continued)

Exhibits

Exhibit 20

Book of Deeds  
S5 Folio 3106th May 1839  
(continued)

cattle and stock and all and singular other the hereditaments and premises thereto belonging and therein granted and released or otherwise assured or intended so to be with their and every of their rights members and appurtenances according to the several natures and qualities thereof respectively unto and to the use and behoof of the said Anne Rose Levilloux her heirs Executors administrators and assigns for ever As by the said Indenture herewith lodged to be recorded in the Registrar's Office of the said Island on reference thereto will more fully appear - 10

AND WHEREAS the said Theodore Levilloux did sometime since contract and agree with and to the said Anne Rose Levilloux for the absolute sale to him of the said Estate or plantation hereditaments and premises with the appurtenances at and for the price of or sum of Two thousand five hundred pounds current money and no conveyance thereof having ever been executed to him the same are intended to be hereby conveyed and assured in the manner hereinafter expressed - 20

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and for and in consideration of the said sum of two thousand five hundred pounds Current money of the said Island, to the said Anne Rose Levilloux in hand well and truly paid by the said Theodore Levilloux at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged - She the said Anne Rose Levilloux HATH granted bargained sold aliened released and by these presents doth grant bargain sell alien release and confirm unto the said Theodore Levilloux his heirs Executors administrators and assigns All that certain Sugar Estate or plantation and the Lands thereof and belonging commonly called or known by the name of the BATALIE plantation situate lying and being in the Parish of Saint Joseph in the said Island, containing by estimation two hundred and ninety acres or thereabouts be the same more or less, and which said plantation is made up and composed of the several pieces and parcels of land following, that is to say, ALL that plantation or parcel of land containing by estimation Forty two acres or thereabouts lying on the River Batalie in the said Parish 30 40

Exhibits

Exhibit 20

Book of Deeds  
S5 Folio 3106th May 1839  
(continued)

of Saint Joseph and ALSO ALL that piece or parcel of Land containing by estimation twelve Acres or thereabouts lying in the said Parish of Saint Joseph bounded South on the River Batalie, West on lands of the said James Laing and Robert Reid and one John Lucas and East and North on Crown Lands and ALSO that piece or parcel of land containing by estimation one hundred and twenty two acres or thereabouts lying in the said Parish of Saint Joseph bounded on the North and North Westerly on land granted to one Roger Bellair, East on the River Batalie South on Batalie Estate and on all other sides by unappropriated lands AND ALSO ALL that Leasehold plantation with the several pieces or parcels of Land adjoining and contiguous thereto in the said Parish of Saint Joseph called BATALIE plantation containing by estimation one hundred and fourteen acres or thereabouts or however otherwise the said several pieces or parcels of Land may be respectively butted and bounded situate lying and being called distinguished or known together with all and every the messuages houses outhouses edifices mills mill houses boiling houses curing houses Still Houses and all other erections and buildings and all plantations utensils and implements whatsoever upon or belonging to the said Estate or plantation and all ways paths passages Waters Water Courses trees woods underwoods and the ground and ..... privileges easements profits commodities emoluments ..... appurtenances to the said Estate or plantation hereditaments and premises or any part or parcel thereof belonging or in any wise appertaining or reputed or deemed so to be or with the same or any of them now or at any time heretofore usually had held occupied or enjoyed AND ALSO ALL Mules asses and other Cattle upon or belonging to the aforesaid Estate or plantation and premises and all reversions remainders Yearly and other rents issues and profits of all and singular the same Estate or plantation hereditaments and premises and of every part thereof AND ALSO ALL the Estate right title Interest, use, trust, property claim and demand whatsoever at Law or in Equity of Her the said Anne Rose Levilloux of in to out of upon or respecting



Exhibits

Exhibit 20

Book of Deeds

S5 Folio 310

6th May 1839

(continued)

the said Estate or plantation hereditaments  
and premises and every or any part thereof to  
have and to hold the said Estate or plantation  
pieces or parcels of land houses tenements, mules  
cattle and stock and all and singular other  
the hereditaments and premises thereto belong-  
ing and hereinbefore granted and released or  
otherwise assured or intended so to be with their  
and every of their rights members and appurtenances  
according to the several natures and qualities 10  
thereof respectively unto and to the use and  
behoof of the said Theodore Levilloux his heirs  
Executors administrators and assigns for ever  
AND the said Anne Rose Levilloux for herself her  
heirs executors and administrators doth hereby  
covenant and declare with and to the said  
Theodore Levilloux his heirs Executors  
administrators and assigns, in manner following,  
that is to say, that she the said Anne Rose  
Levilloux now hath in herself, full power and 20  
lawful and absolute authority by these Presents  
to grant and convey all and singular the said  
Estate or Plantation hereditaments and premises  
with the appurtenances, and the possession  
reversion and inheritance thereof, in manner  
aforesaid, according to the true intent and  
meaning of these presents AND ALSO that it shall  
and may be lawful for him the said Theodore  
Levilloux his heirs executors administrators and 30  
assigns, immediately after the execution of these  
presents to enter upon and enjoy the said Estate  
or plantation hereditaments and premises hereby  
granted and released or otherwise assured or  
intended so to be with the appurtenances and to  
receive and take the rents issues and profits  
thereof, for his and their own use and benefit  
without any interruption whatsoever from or by  
the said Anne Rose Levilloux or any person or  
persons claiming through under or in trust for 40  
her and that free and clear or otherwise by  
and at the expense of the said Anne Rose Levilloux  
her heirs executors or administrators, well and  
sufficiently indemnified of from and against all  
estates titles troubles, liens charges and incumbrances  
whatsoever made done or permitted by the said Anne  
Rose Levilloux or any person or persons claiming  
through under or in trust for her AND MOREOVER  
that she the said Anne Rose Levilloux and her  
heirs and all persons whomsoever, claiming 50  
through under or in trust for her them or any or

either of them, shall and will, at the request  
 cost and charges of the said Theodore  
 Levilloux his heirs executors administrators  
 or assigns; make and perfect all further  
 conveyances and assurances that may be  
 necessary for the more effectually and  
 satisfactorily granting and conveying the  
 said Estate or plantation hereditaments and  
 premises hereby granted and released or  
 otherwise assured, or intended so to be with  
 the appurtenances, unto the said Theodore  
 Levilloux his heirs Executors administrators  
 and assigns according to the true intent and  
 meaning of these presents as by the said  
 Levilloux his heirs Executors administrators  
 or assigns, or his or their Counsel in the Law  
 shall be advised and tendered to be executed

Exhibits  
 Exhibit 20  
 Book of Deeds  
 S5 Folio 310  
 6th May 1839  
 (continued)

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IN WITNESS whereof the said parties to these  
 presents have hereunto set their hands and  
 affixed their seals the day and year first  
 in the beginning mentioned

SIGNED SEALED AND DELIVERED ) (Sgd) Anne Rose  
 in the presence of: ) Levilloux  
 (SEAL)

(Sgd) W. Levilloux (Sgd) Th. Levilloux  
 (Sgd) A. Ih. Vidal.- (SEAL)

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Received on the day of the date of the  
 foregoing Indenture of and from the above  
 named Theodore Levilloux the sum of two  
 thousand five hundred pounds Current money  
 of the said Island being the full consideration  
 money within mentioned to be by him paid to me  
 for the purchase of the Estate or plantation  
 hereditaments and premises within mentioned -  
 I say received

Witness (Sgd) Anne Rose Levilloux  
 (Sgd) W. Levilloux  
 (Sgd) A. Ih. Vidal

ExhibitsEXHIBIT 34

Exhibit 34

Book of Deeds

V 5 Folios

55-58

6th July 1841

BOOK OF DEEDS V 5 Folios 55-58

THIS INDENTURE made the sixth day of July  
in the year of our Lord one thousand eight  
hundred and forty one B E T W E E N THEODORE  
SEVILLOUX of the Island of Dominica Esquire of  
the one part and Her Most Gracious Majesty  
Queen Victoria of the other part  
W I T N E S S E T H that the said Theodore  
Sevilloux for and in consideration of the 10  
sum of five shillings of lawful money of  
Great Britain to him in hand paid by Her  
said Majesty's Queen Victoria at or the  
sealing and delivery of these presents the  
receipt whereof is hereby acknowledged HATH  
bargained and sold and by these presents DOTH  
bargain and sell unto Her said Majesty Queen  
Victoria her heirs and successors ALL THAT  
certain sugar Estate or Plantation and the lands  
thereof and thereto belonging commonly called 20  
or known by the name of the Batalie Plantation  
situate lying and being in the Parish of Saint  
Joseph in the said Island of Dominica containing  
by estimation Two hundred and ninety acres or  
thereabouts be the same more or less and which  
said plantation is made up and composed of the  
several pieces or parcels of land following (that  
is to say) ALL that plantation or parcel of  
land containing by estimation forty two acres  
or thereabouts lying on the River Batalie in the 30  
said Parish of Saint Joseph AND ALSO all that  
piece or parcel of land containing by estimation  
twelve acres or thereabouts lying in the said Parish  
of Saint Joseph bounded South on the River Batalie  
West on land of James Laing and Robert Reid and  
one John Lucas and East and North on Crown Lands  
AND ALSO ALL that piece or parcel of land  
containing by estimation one hundred and twenty  
two acres or thereabouts lying in the said  
Parish of Saint Joseph bounded on the North 40  
Westerly on land granted to one Roger Bellair  
East on the River Batalie South on Batalie Estate  
and on all other sides by unappropriated lands  
AND ALSO all that leasehold plantation with the  
several pieces or parcels of land adjoining and  
contiguous thereto in the said Parish of Saint  
Joseph called Batalie Plantation containing by  
estimation one hundred and fourteen acres or

Exhibits

Exhibit 34

Book of Deeds  
V 5 Folios  
55-586th July 1841  
(continued)

thereabouts or howsoever otherwise the said  
 several pieces or parcels of land may be  
 respectively butted and bounded situate lying  
 and being called distinguished or known and  
 all other the lands and hereditaments  
 comprised in and conveyed or intended to be  
 conveyed by a certain Indenture of the sixth  
 day of May one thousand eight hundred and  
 thirty nine recited or mentioned in the  
 10 Indenture or Release lastly hereinafter  
 referred to and intended to be grounded on  
 these presents AND ALL messuages mills  
 millhouses boiling houses curing houses  
 still houses trash houses and all other  
 houses outhouses edifices erections and  
 buildings on the said plantation sugar work  
 and lands or any part thereof erected and  
 built AND ALL ways paths passages waters  
 20 watercourses woods underwoods commons common  
 of pasture feedings fishings fishing places  
 easements privileges profits commodities  
 emoluments advantages hereditaments and  
 appurtenances whatsoever to the said  
 plantation and hereditaments belonging TO  
 HAVE AND TO HOLD the said plantations lands  
 hereditaments and all and singular other the  
 premises hereinbefore bargained and sold and  
 intended so to be unto Her said Majesty  
 30 Queen Victoria her heirs and successors from  
 the day next before the day of the date of  
 these presents for and during and unto the  
 full end and term of one whole year thence  
 next ensuing and fully to be complete and  
 ended YIELDING AND PAYING therefore unto  
 the said Theodore Sevilloux his heirs or  
 assigns the rent of one pepper corn on the  
 last day of the said term if the same shall  
 be lawfully demanded TO THE INTENT that by  
 40 virtue of these presents and by force of  
 the statute made for transferring uses  
 into possession Her said Majesty Queen  
 Victoria her heirs and successors may be  
 in the actual possession of all and singular  
 the hereditaments hereby bargained and sold  
 with their appurtenances and may be thereby  
 enabled to accept and take a Grant and  
 Release of the reversion and inheritance  
 thereof to her said Majesty her heirs and  
 successors IN SUCH MANNER and form as  
 50 shall be expressed and declared concerning the

Exhibits

Exhibit 34

Book of Deeds  
V 5 Folios  
55-58

6th July 1841  
(continued)

same in and by a certain INDENTURE of RELEASE intended to bear date the day next after the day of the date of these presents and to be made between the said Theodore Sevilloux of the first part Her said Most Gracious Majesty Queen Victoria of the second part and Henry Berens John Lennox Woodhouse John Sabouchere Benjamin Harrison and George Hathorn Esquires (the Commissioners for the issue of Exchequer Bills advanced to persons connected with or trading to the Islands of Jamaica Barbados, St. Lucia, St. Vincent or Dominica under the authority of the Acts of Parliament thereafter recited) of the third part

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IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year first above written

SIGNED SEALED AND DELIVERED )  
by the within named )  
THEODORE SEVILLOUX in the ) (Sgd) Th. Sevilloux 20  
presence of:- ) (SEAL)

(Sgd) Geo. Garraway Notary Public

(Sgd) Robt. G. McHugh Writing Clerk

And acknowledged before me (Sgd) Theod.  
Gordon Asst. Justice C.C. Pleas.

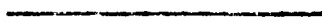


EXHIBIT 21BOOK OF DEEDS V5 Folio 58-71Exhibits

Exhibit 21

Book of Deeds  
V5 Folios 58-71

7th July 1841

THIS INDENTURE made the seventh day  
of July in the year of Our Lord one thousand  
eight hundred and forty one B E T W E E N  
Theodore Levilloux of the said Island of  
Dominica Esquire of the first part Her  
most Gracious Majesty Queen Victoria of the  
second part and Henry Berens John Lennox  
10 Woodhouse, John Laboucher Benjamin Harrison  
and George Matthew Esquires (the Commissioners  
for the issue of Exchequer Bills advanced to  
persons connected with or trading to the  
Islands of Jamaica Barbados Saint Lucie, Saint  
Vincent or Dominica under the authority of the  
Acts of Parliament hereinafter recited) of the  
third part Whereas by an Indenture bearing  
date on or about the sixth day of May one  
thousand eight hundred and thirty nine made  
20 or expressed to be made between Ann Rose Levilloux  
of the one part and the said Theodore Levilloux  
of the other part The Plantation lands and  
hereditaments hereinafter particularly  
describing and intended to be hereby granted and  
released were conveyed and assured unto and to  
the use of the said Theodore Levilloux his heirs  
and assigns for ever AND WHEREAS by an Act  
of Parliament passed in the session of the  
second and third years of the Reign of His  
30 late Majesty King William the Fourth intituled  
"An Act for enabling His Majesty to direct  
the issue of Exchequer Bills to a limited  
amount for the purposes and in the manner  
therein mentioned and for giving relief  
to Trinidad to British Guiana and Saint  
Lucie It was (amongst other things) enacted  
that the said Henry Berens John Lennox  
Woodhouse (in the said Act by mistake called  
John L. Wodehouse and John Selboucher  
40 (together with Thomas Jones Howell and  
James Morris Esquires) the commissioners  
appointed by the said Act should advance  
and lend the shares and proportions of the  
said Exchequer Bills allotted to the said  
Islands of Jamaica, Barbados Saint Vincent  
and saint Lucie respectively for the purpose  
of enabling the owners of and persons  
interested in the Estates which had sustained

Exhibits

## Exhibit 21

Book of Deeds  
V5 Folios 58-71

7th July 1841  
(continued)

injury in the said Islands from Insurrection and Hurricanes as therein mentioned to resume the cultivation of such Estates and the manufacture of the produce thereof by restoring the works and machinery destroyed or injured and providing the requisite contingencies and supplies for such Estates and the Negroes belonging thereto and restoring the same as far as could be accomplished to the condition in which such Estates were before the injuries were sustained. And it was also by the said Act further enacted that the persons to whom or for whose use any such sums in Exchequer Bills should be applied for and advanced or lent should previously enter into and give such mortgages of or upon or assignments or other securities of or upon the properties for which the advances should be applied for or of or upon the proceeds of such properties as the said Commissioners should require And it was by the said Act directed that every mortgage assignment security bond or obligation to be taken in pursuance of the said Act as well of the principal party as of such sureties respectively as therein is mentioned should be to our Sovereign Lord the King in such sum or sums of money as should be directed by the said commissioners by virtue of the said Act to be paid to our said Lord the King and with such conditions to be therein mentioned or thereunder written as by such commissioners should be deemed proper And that all such mortgages assignments securities bonds and obligations to be so made should be good and effectual in the Law and should be of the same quality force and effect to all intents and purposes as any obligation made to our Sovereign Lord the then King or his predecessors or any of them had any time theretofore been or then was adjudged received or taken to be and should whether registered or not in the said Islands have priority over all other mortgages assignments Bonds obligations and other securities charged or chargeable upon or affecting the properties for the restoration of which advances of Exchequer Bills under the said Act should be made any Law usage

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or custom in the United Kingdom or in the Islands respectively in which such properties should be to the contrary notwithstanding AND WHEREAS by an Act of parliament passed in the session of the fifth and sixth years of the Reign of His said late Majesty King William the fourth intituled "An Act for granting relief to the Island of Dominica and to amend an act of the second and third years of His present Majesty for enabling his Majesty to direct the issue of Exchequer Bills to a limited amount for the purposes therein mentioned after reciting the hereinbefore recited act It was enacted that it should be lawful for the commissioners acting in the Execution of the said recited Act to advance any sum or sums not exceeding in the whole eighty thousand pounds of Exchequer Bills by the said recited act authorised to be issued which had not then been or should not thereafter be paid advanced or lent by the said commissioners and that it should be lawful for the said commissioners to appropriate any sum or sums not exceeding in the whole Eighty thousand pounds to the said Island of Dominica and it was further enacted that the said sum of Eighty thousand pounds of the said Exchequer Bills after deducting therefrom such part (if any) as should be lent for the public service of the said Island of Dominica as therein mentioned should be advanced and lent by the said commissioners for the purpose of enabling the owners of and persons interested in the Estates and property which had sustained injury in the said Island from hurricanes to resume the cultivation and habitation of such estates and property and the manufacture of the produce of such Estates by restoring the works and machinery destroyed or injured and providing the requisite etc. etc. contingencies and supplies of such Estates and the apprenticed labourers belonging thereto and restoring (as far as the same could be accomplished) such Estates and property to the condition in which the same were before the said injuries were sustained anything in the said in part recited Act to the contrary notwithstanding And it was further enacted that all such advances should be made in such and the same

Exhibits

## Exhibit 21

Book of Deeds  
V5 Folios 58-71

7th July 1841  
(continued)

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Exhibits

## Exhibit 21

Book of Deeds  
V5 Folios 58-71

7th July 1841  
(continued)

conditions provisoes and restrictions and on such securities and in all respects whatsoever as is provided and directed by the said in part recited Act with regard to advances to be made to owners and persons interested in Estates in the said Islands of Jamaica, Barbados Saint Vincent and Saint Lucie and in all respects whatsoever so far as the same could be made applicable and were not varied by the now reciting Act as if the said Island of Dominica had been included in the said first mentioned Act as one of the islands to be relieved and as if the said commissioners had been by the said first mentioned Act authorised to appropriate to the said Island of Dominica such a portion of the said million of Exchequer Bills as is by the Act now in recital directed to be apportioned to the Island of Dominica and it was further enacted that all and every the several clauses powers provisoes enactments penalties and restrictions in the said first recited Act contained so far as the same could be made applicable and were not varied by the now reciting Act should be taken to extend to the now reciting act and to everything to be done in pursuance thereof and as if all such clauses powers provisions and enactments were therein repeated and made applicable to the said Island of Dominica and to the loans and grants to be made in pursuance of the now reciting Act and to every matter and thing to be done in pursuance thereof and that all and every the securities to be taken in pursuance of the now reciting Act should be taken in such manner as by the said first recited Act who directed with respect to the securities thereby authorised or directed to be taken and that all and every such securities should have such force priority and effect in all respects as if they were taken in pursuance of and under the authorities of the said first in part recited Act And Whereas the said Theodore Levilloux applied to the said commissioners to lend the sum of four hundred pounds to enable the said Theodore Levilloux to repair the damages done by Hurricanes to the said plantation in the said Island of Dominica and to procure the supplies and for the contingencies necessary

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for the said Estate which the said commissioners  
 in execution of the powers vested in them by  
 the said Acts respectively have agreed to do  
 upon having repayment of the same together  
 with interest for the same in the meantime  
 secured as after mentioned AND WHEREAS  
 in pursuance of the said agreement in this  
 behalf the said commissioners in pursuance  
 of the powers vested in them by the said  
 10 recited Acts have caused to be delivered to  
 the said Theodore Levilloux a certificate  
 under the hands and seals of three of them  
 the said commissioners whereby the said  
 Theodore Levilloux will become entitled to  
 receive Exchequer Bills to the amount of four  
 hundred pounds bearing date on the day of  
 the issue thereof as the said Theodore  
 Levilloux doth hereby admit and acknowledge  
 and which said Exchequer Bills it is hereby  
 20 agreed shall be taken as of the value of  
 four hundred pounds sterling Now therefore  
 this Indenture Witnesseth that in consideration  
 of the premises He the said Theodore Levilloux  
 in pursuance and in exercise and execution of  
 all powers contained in the said Acts  
 of Parliament or either of them and by the  
 direction of the said commissioners Hath granted  
 bargained sold released assigned transferred  
 and confirmed and by these presents Doth grant  
 30 bargain sell release assign transfer and  
 confirm unto Her said Majesty Queen  
 Victoria her heirs and successors (the  
 freehold parts thereof now being in the actual  
 possession of Her said Majesty by virtue of  
 a bargain and sale to her thereof made by the  
 said Theodore Levilloux in consideration of  
 five shillings by an Indenture bearing date  
 the day next before the day of the date hereof  
 for the term of one whole year commencing  
 40 from the day next before the day of the  
 date of the same Indenture of Bargain and Sale  
 and by force of the Statute made for  
 transferring uses into possession) ALL THAT  
 certain sugar Estate or plantation and the  
 Lands thereof and thereto belonging commonly  
 called or known by the name of the Batalie  
 plantation situate lying and being in the  
 parish of Saint Joseph in the said Island  
 of Dominica containing by estimation two  
 50 hundred and ninety acres or thereabouts be

Exhibits

Exhibit 21

Book of Deeds  
V5 Folios 58-717th July 1841  
(continued)

Exhibits

## Exhibit 21

Book of Deeds  
V5 Folios 58-71

7th July 1841  
(continued)

the same more or less and which said plantation is made up and composed of the several pieces or parcels of land following (that is to say) All That Plantation or parcel of land containing by estimation forty two acres or thereabouts lying on the River Batalie in the said Parish of Saint Joseph And also all that piece or parcel of land containing by estimation twelve acres or thereabouts lying in the said parish of Saint Joseph bounded south on the River Batalie West on land of James Laing and Robert Reid and one John Lucas and East and North on Crown Lands AND ALSO ALL that piece or parcel of land containing by estimation one hundred and twenty two acres or thereabouts lying in the said Parish of Saint Joseph bounded on the north westerly on Land granted to one Roger Billair East on the River Batalie South on Batalie Estate and on all other sides by unappropriated lands And Also All that leasehold plantation with the several pieces or parcels of land adjoining and contiguous thereto in the said parish of Saint Joseph called Batalie plantation containing by estimation one hundred and fourteen acres or thereabouts or however otherwise the said several pieces or parcels of land may be respectively butted and bounded situate lying and being called distinguished or known and all other the lands and hereditaments comprised in and conveyed by the said Indenture of the sixth day of May one thousand eight hundred and thirty nine And All messuages, mills, mill houses, boiling houses curing houses, still houses, trash houses and all other houses out houses, edifices, erections and buildings on the said plantation sugar work and lands or any part thereof erected and built And all ways paths passages waters watercourses, woods, underwoods, commons, common of pasture feedings, fishings, fishing places, easements, privileges, profits, commodities, emoluments, advantages hereditaments and appurtenances whatsoever to the said plantation and hereditaments belonging And Also all the horses mares mules steers cattle and livestock and all coppers stills still heads worm tubs coolers drips pots pans wains waggons carts carriages plantation

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Exhibits

Exhibit 21

Book of Deeds  
V5 Folios 58-717th July 1841  
(continued)

utensils and implements of plantation and husbandry sugar canes and other personal effects goods and chattels of every sort and Kind upon or belonging to the said plantations and lands or any part thereof And all the Estate right title interest use trust property possession possibility claim and demand whatsoever both at Law and in Equity of him the said Theodore Levilloux in to out of or upon the said plantation hereditaments and premises and every or any part thereof together with all Deeds Writings and evidences whatsoever which in any wise relate to the same premises or any part thereof or which now are or hereafter shall or may be in the lawful power or possession of the said Theodore Levilloux his heirs or assigns or of any person or persons from whom he or they can or may procure the sum without action or suit at Law or in Equity To Have and to Hold the said plantations lands hereditaments and all and singular other the premises hereinbefore granted released and assigned or otherwise assured and intended so to be unto Her said Majesty Queen Victoria her heirs and successors for ever absolutely But subject nevertheless to the proviso and condition (that is to say) Provided always and it is hereby agreed and declared between and by the said parties to these presents and the true intent and of these presents is that if the said Theodore Levilloux his heirs executors, administrators, or assigns shall and do well and truly pay or cause to be paid to the cashier or cashiers of the Bank of England at their office for the use of Her said Majesty her heirs or successors on or before the seventh day of July one thousand eight hundred and fifty one the sum of four hundred pounds of lawful money of Great Britain without any deduction or abatement whatsoever for any tax matter or thing whatsoever And Also in the meantime and until the said sum of four hundred pounds and every part thereof shall be paid do and shall pay or cause to be paid to the cashier or cashiers of the said Bank of England at their office and for the use of Her said Majesty her heirs or successors

Exhibits

## Exhibit 21

Book of Deeds  
V5 Folios 58-717th July 1841  
(continued)

interest for the said sum of four hundred pounds after the rate of four pounds per cent per annum or on so much thereof as shall continue due on the security of these presents as from the day of the date of these presents up to the time of the payment of the said principal monies without any deduction or abatement whatsoever for any matter or thing whatsoever such interest to be paid yearly on the seventh day of July in every year then these presents and the Grant Release and Assignment herein contained and every matter and thing herein contained shall be absolutely void and of no effect And further it is hereby Expressly declared by the said commissioners that notwithstanding the provisions hereinbefore contained the said Theodore Levilloux his heirs executors or administrators shall not be compelled or compellable to pay interest on the aforesaid sum of four hundred pounds until the seventh day of July one thousand eight hundred and forty four at which time all interest then one or to become one in respect of the said sum of four hundred pounds shall be paid and payable and such interest as aforesaid shall thenceforth be paid and payable on the seventh day of July in every year until the said principal monies and every part thereof shall have been fully satisfied And Further it is hereby agreed and Declared between and by the said parties hereto that these presents shall be taken in all respects to be a mortgage charge or security taken in pursuance of the said in part recited Acts and that Her said Majesty her heirs and successors and the commissioners for the time being acting under or by virtue of the said Acts or either of them and their secretary for the time being shall have all and every the powers and authorities by the said Acts or either of them given for the securing and recovering the monies to be lent in pursuance of the said Acts respectively in all respects as if such powers authorities and provisions and every of them were herein repeated and set forth and the said Theodore Levilloux doth hereby for himself his heirs executors and administrators covenant promise and agree with and to Her said Majesty her heirs successors and assigns that he the said

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Theodore Levilloux now hath full power  
 right and authority to grant release  
 and assign the said plantation lands and  
 premises respectively hereby granted  
 released and assigned or intended so to  
 be unto Her said Majesty her heirs and  
 successors in manner aforesaid And That  
 in case default shall be made in payment  
 of the said sum of four hundred pounds and  
 interest or any part thereof respectively  
 contrary to the intent and meaning of the  
 proviso hereinbefore contained for the  
 payment thereof respectively then and in  
 such case he the said Theodore Levilloux  
 and his heirs executors or administrators  
 and all and every other person and persons  
 whomsoever having or lawfully or equitably  
 claiming or who shall or may have or lawfully  
 or equitably claim any estate right title  
 or interest of in or to the said plantation  
 lands and premises hereby granted released  
 and assigned or intended so to be or any  
 of them or any part or parts thereof shall  
 and will from time to time and at all times  
 thereafter upon the request of Her Majesty's  
 attorney General for the time being but  
 at the costs and charges of the said  
 Theodore Levilloux his heirs executors or  
 administrators make do and execute or  
 cause and procure to be made done and  
 executed all and every such further and  
 other lawful and reasonable acts Deeds  
 matters things conveyances and assurances  
 in the Law whatsoever for the further  
 better more perfectly and absolutely  
 granting conveying and assuring the said  
 plantation lands and premises with the  
 appurtenances unto Her said Majesty  
 her heirs and successors as by Her  
 Majesty's Attorney General for the time  
 being shall be reasonably devised advised  
 and required provided always and it is  
 hereby agreed and declared that it shall  
 and may be lawful for the said Theodore  
 Levilloux his heirs executors administrators  
 or assigns peaceably and quietly to have  
 held occupy possess and enjoy all the said  
 plantation lands hereditaments and premises  
 hereby conveyed and assured or intended so  
 to be with their appurtenances and to  
 receive and take the rents issues and profits

Exhibits

Exhibit 21

Book of Deeds  
V5 Folios 58-717th July 1841  
(continued)

Exhibits

Exhibit 21

Book of Deeds  
V5 Folios 58-71

7th July 1841  
(continued)

thereof to his and their own use until default shall be made in payment of the said sum of four hundred pounds or the interest thereof or some part thereof respectively contrary to the aforesaid proviso for payment of the same and the true intent and meaning of these presents without any let suit trouble interruption or disturbance whatsoever or assigns or by any other person or persons lawfully or equitably claiming or to claim by from or under her them or any of them And to the intent that these presents and the hereinbefore mentioned Indenture of Bargain and Sale or Lease for a year may be acknowledged before the Secretary or Registrar or other proper officers of the said Island of Dominica and take effect according to the Acts Laws and usages concerning the assurance of Estates and property of like nature in the said Island the said Theodore Levilloux Hath made ordained constituted and appointed and by these presents Doth make ordain constitute and appoint and in his place and stead put and despute ..... both of the said Island of Domica Attorney General for the time being of the said Island and the Secretary to the Government for the time being of the said Island and every of them to be the true and lawful attornies and attorney jointly and severally irrevocable of him the said Theodore Levilloux and he doth hereby give and grant unto the said ..... and the said Attorney General and the said Secretary to the Government for the time being respectively and every of them full power and authority for him the said Theodore Levilloux to appear before the proper officer or officers of and for the said island of Dominica or his or their lawful Deputy or Deputies and to acknowledge these presents and also the Bargain and Sale or Lease for a year hereinbefore referred to, to be the acts and deeds of him the said Theodore Levilloux and his names hereto and thereto subscribed and his seal hereto and thereto affixed to be the proper hand writing and the seals of him the said Theodore Levilloux and that he did deliver the same respectively as his Acts

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and Deeds and further to do and perform any other act matter and thing requisite and expedient to be done in order to the registering and recording of these presents and also the said Bargain and Sale or Lease for a year and making the same valid and effectual according to the Customs Laws usages and practice now in force to be made passed practised or used in or concerning the assurance of the Estates and property in the said island of Dominica and for authenticating and proving the same before any Court or Courts of Judicature there or upon any proper occasion or for any lawful and reasonable purpose whatsoever -  
 In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

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SIGNED SEALED AND DELIVERED by )  
 the within named Theodore ) Th: Levilloux  
 Levilloux in the presence of: ) (SEAL)

Geo. Garraway  
 Notary Public

Robert McHugh - Writing Clerk  
 and acknowledged before me -  
 Theod: Gordon-Asst. Justice C.C. Pleas

RECORDED 8th JULY 1841

Exhibits  
 Exhibit 21  
 Book of Deeds  
 V5 Folios 58-71  
 7th July 1841  
 (continued)





ExhibitsEXHIBIT 22

Exhibit 22

BOOK OF DEEDS B6 folio 1Book of Deeds  
B6 Folio 1DOMINICA

24th July 1847

ARTICLES OF AGREEMENT entered into this twenty fourth day of July in the year of Our Lord one thousand eight hundred and forty seven B E T W E E N THEODORE LEVILLOUX of the said island Planter of the first part THEODORE GORDON Surviving Partner of Duglad Stewart Laidlaw late of the said Island Merchant deceased of the Second Part and ANDREW GORDON PATERSON of the said Island Esquire of the Third part as follow: that is to say:-

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The said Theodore Levilloux doth hereby agree to sell and the said Andrew Gordon Paterson doth agree to purchase at the sum of One thousand pounds sterling money to be paid at the times and in the manner hereinafter mentioned all that certain Sugar Plantation or Estate and the lands thereof and thereunto belonging commonly called or known by the name of Batalie Estate, situate in the parish of Saint Joseph in the said Island containing by estimation two hundred and ninety acres or thereabouts together with all and every the messuages houses, outhouses, curing houses still houses, erections and buildings and all plantation utensils and implements whatsoever belonging to the said plantation or Estate and all and singular the rights members and appurtenances to the said plantation or Estate messuages, tenements hereditaments and premises belonging or appertaining and also four mules and all other live or dead stock upon or belonging to the same, subject nevertheless to the payment to Her Majesty Her Heirs and Successors of the sum of four hundred Pounds and Interest after the rate of four pounds per centum per annum from the seventh day of July One thousand eight hundred and forty one and secured to be paid in and by a certain Indenture of Release and Mortgage bearing date the seventh day of July one thousand eight hundred and forty one and duly recorded in the Registrar's Office of the said Island in Liber V Number 5 folio 57.

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Exhibits

Exhibit 22

Book of Deeds  
B6 Folio 124th July 1847  
(continued)

10 That the said sum of One thousand pounds be paid by the said Andrew Gordon Paterson to the said Theodore Gordon surviving partner as aforesaid to be applied in payment and satisfaction of a certain debt on Execution due by the said Theodore Levilloux to the said Theodore Gordon surviving partner aforesaid who in consideration thereof doth hereby agree to execute unto the said Theodore Levilloux a full release and discharge for the aforesaid debt on Execution and all interest and costs thereon.

20 The said Theodore Levilloux and Theodore Gordon surviving partner aforesaid shall and will within one calendar month from the date hereof in consideration of the sum of one hundred pounds Sterling to be paid to the said Theodore Gordon at the time of the signing hereof, by way of deposit and in part of the said purchase money the receipt whereof is hereby acknowledged and of the further sum of Nine hundred pounds being the remainder of the said purchase money to be paid at the times hereinafter mentioned execute proper conveyances and assurances of all and singular said plantation or Estate, messuages lands hereditaments utensils mules live and  
30 dead stock and premises unto and to the use of the said Andrew Gordon Paterson or such other person or persons as he shall direct free from all incumbrances (except as aforesaid) which said Conveyances and assurances shall contain all usual and other proper covenants for the title quiet enjoyment and further assurance and be prepared or approved of by the Counsel of the said Andrew Gordon Paterson.

40 The said sum of Nine hundred pounds the residue of the said purchase money to be paid by the said Andrew Gordon Paterson to the said Theodore Gordon surviving partner aforesaid in seven annual instalments, that is to say the sum of Sixty pounds on the first day of August one thousand eight hundred and forty eight with interest on the said sum of nine hundred pounds from the first day

Exhibits

## Exhibit 22

Book of Deeds  
B6 Folio 124th July 1847  
(continued)

of August now next ensuing - the further sum of Eighty pounds on the first day of August one thousand eight hundred and forty nine with interest on the sum of Eight hundred and forty pounds from the first day of August one thousand eight hundred and forty eight the further sum of one hundred and ten pounds on the first day of August one thousand eight hundred and fifty with interest on the sum of seven hundred and sixty pounds from the first day of August one thousand eight hundred and forty nine the further sum of One hundred and forty pounds on the first day of August one thousand eight hundred and fifty one with interest on the sum of Six hundred and fifty pounds from the first day of August one thousand eight hundred and fifty the further sum of One hundred and Sixty pounds on the first day of August one thousand eight hundred and fifty-two with interest on the sum of five hundred and ten pounds from the first day of August one thousand eight hundred and fifty one the further sum of One hundred and seventy pounds on the first day of August one thousand eight hundred and fifty-three with interest on the sum of three hundred and fifty pounds from the first day of August one thousand eight hundred and fifty-two the further and remaining sum of one hundred and eighty pounds on the first day of August one thousand eight hundred and fifty four with interest from the first day of August one thousand eight hundred and fifty three the first of which said instalments or sum of sixty pounds and interest to be secured by the promissory note of the said Andrew Gordon with an approved Indorser and the balance or sum of eight hundred and forty pounds, to be secured by the bond or Obligation in writing of the said Andrew Gordon Paterson with a warrant of Attorney Thereunto annexed to confess Judgment thereon as of the July term of the Court of Common pleas of the

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said Island to be held in the year One thousand eight hundred and forty nine or of any subsequent term but nevertheless judgment not to be entered up upon the said Warrant of Attorney so long as the said Andrew Gordon Paterson shall well and faithfully pay the said several instalments at and upon the days and times and the manner hereinbefore mentioned.

Exhibits  
Exhibit 22  
Book of Deeds  
B6 Folio 1  
24th July 1847  
(continued)

10 IN WITNESS whereof the said parties to these presents have hereunto set their respective hands the day and year first above written.

(Sgd) Th. Levilloux

Witness:

(Sgd) Jno. Letang (Sgd) St. R. DeRavariere  
(Sgd) Theod. Gordon

Surviving Partner of D.S. Laidlaw deceased.

(Sgd) A.G. Paterson.

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Exhibits

Exhibit 5

Book of Deeds  
D6 Folio 4382nd September  
1850BOOK OF DEEDS D6 Folio 438

## DOMINICA

THIS INDENTURE made the second day of September in the year of Our Lord one thousand eight hundred and fifty B E T W E E N Joseph Fadelle Esquire in his capacity of Provost Marshal of the said Island of Dominica of the one part and John Imray Doctor of Medicine and the Honourable Theodore Gordon both of the said Island of the other part

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WHEREAS in and by a certain Indenture of Release and Confirmation bearing date on or about the twenty seventh day of September which was in the year of our Lord one thousand eight hundred and forty seven and made between Theodore Levilloux therein described of the first part the said Theodore Gordon therein described as the surviving partner of the Honourable Dugald Stewart Laidlaw Merchant deceased of the second part and Andrew Gordon Paterson of the Island aforesaid Esquire of the third part Reciting therein that the said Theodore Levilloux was seised and possessed of the sugar Estate with the lands thereof and thereto belonging called the Batalie plantation situate in the parish of Saint Joseph in the said Island containing Two hundred and ninety acres or thereabouts and composed of the several pieces or parcels of land therein and hereinafter particularly mentioned and described, together with the messuages, houses, mills buildings and appurtenances thereto Also Reciting therein a certain Mortgage of the said plantation and premises bearing date the seventh day of July one thousand eight hundred and forty-one duly made and executed by the said Theodore Levilloux for securing to the Crown the payment on the seventh day of July one thousand eight hundred and fifty one, of the sum of Four hundred pounds sterling at four percent from the said seventh day of July one thousand eight hundred and forty one Also Reciting therein that a judgment of the Court of Common Pleas of this Island had been obtained sometime in the month of July one thousand eight hundred and forty-two against the

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Exhibits

Exhibit 5

Book of Deeds  
D6 Folio 4382nd September  
1850

(continued)

said Theodore Levilloux at the suit of  
 Dugald Stewart Laidlaw deceased and the said  
 Theodore Gordon for securing the payment of  
 the sum of one thousand one hundred and  
 twenty three pounds fourteen shillings and  
 seven pence half penny sterling with  
 interest on the principal sum of one  
 thousand one hundred and nineteen pounds  
 eleven shillings and five pence from the  
 10 first day of January one thousand eight  
 hundred and forty two and that Execution had  
 duly issued upon such judgment and been  
 lodged in the Provost Marshal's Office of  
 the said Island and Also Reciting that there  
 was due on the first day of July then last  
 past from the said Theodore Levilloux to the  
 said Theodore Gordon as the surviving partner  
 of the said Dugald Stewart Laidlaw upon the  
 said Judgment and Execution for principal  
 20 interest and costs the balance of nine  
 hundred and forty-six pounds ten shillings  
 and two pence sterling money And Also  
 Reciting there in that a certain agreement  
 bearing date the twenty fourth day of July  
 in the year one thousand eight hundred and  
 forty seven between the said Theodore Levilloux  
 of the first part the said Theodore Gordon  
 of the second part and the said Andrew  
 Gordon Paterson therein described of the  
 30 third part, whereby it was agreed that the  
 said Andrew Gordon Paterson should purchase  
 from the said Theodore Levilloux the said  
 plantation of Batalie and premises for the sum  
 of one thousand pounds sterling money (subject  
 to the payment of the sum due on the said  
 mortgage to the Crown) the said amount or  
 purchase money of one thousand pounds to be  
 paid by the said Andrew Gordon Paterson to the  
 said Theodore Gordon to be applied in  
 40 payment and satisfaction of the said debt  
 on execution due by the said Theodore  
 Levilloux to the said Theodore Gordon  
 Surviving partner aforesaid, and it  
 was by the said agreement further stipulated  
 that the said Andrew Gordon Paterson should  
 pay on account of his purchase the sum of  
 one hundred pounds by way of deposit and the  
 sum of nine hundred pounds the residue of  
 the said purchase money with interest  
 50 thereon at six per centum by seven annual

Exhibits

## Exhibit 5

Book of Deeds  
D6 Folio 4382nd September  
1850

(continued)

instalments, that is to say, the sum of sixty pounds part thereof on the first day of August one thousand eight hundred and forty eight the further sum of eighty pounds on the first day of August one thousand eight hundred and forty-nine the further sum of one hundred and ten pounds on the first day of August one thousand eight hundred and fifty the further sum of one hundred and forty pounds on the first day of August one thousand eight hundred and fifty one, the further sum of one hundred and sixty pounds on the first day of August one thousand eight hundred and fifty two the further sum of one hundred and seventy pounds on the first day of August one thousand eight hundred and fifty three; and the remaining sum of one hundred and eighty pounds the residue of the said purchase money on the first day of August one thousand eight hundred and fifty four; and it was also by the said agreement further stipulated that the first instalment of sixty pounds payable on the first day of August one thousand eight hundred and forty eight should be secured by the promissory note of the said Andrew Gordon Paterson with an approved Indorser, and that the balance of such Instalments or sum of Eight hundred and forty pounds should be secured by the Bond in writing of the said Andrew Gordon Paterson with a Warrant of Attorney thereunto annexed to confess Judgment as of the July Term one thousand eight hundred and forty nine or of any subsequent Term but nevertheless that such Judgment should not be entered up upon the said Warrant of Attorney so long as the said Andrew Gordon Paterson should faithfully pay the said several instalments at the times therein and hereinafter mentioned And after further reciting as is therein at length recited. It was by the said Indenture Witnessed that he the said Theodore Levilloux did thereby grant bargain, sell alien release and confirm unto the said Andrew Gordon Paterson his heirs executors administrators and assigns according to the nature and quality of the

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Exhibits

## Exhibit 5

Book of Deeds  
D6 Folio 4382nd September  
1850

(continued)

premises all that certain sugar plantation  
or Estate commonly called or known by the  
name of the Batalie plantation situate lying  
and being in the said parish of Saint Joseph  
in the said Island containing by estimation  
two hundred and ninety acres or thereabouts  
the same more or less and which said  
plantation it is there in recited was made  
up and composed of the several pieces or  
parcels of land following that is to say  
10 All that plantation or parcel of land  
containing by estimation forty two acres or  
thereabouts lying on the River Batalie in the  
said parish of Saint Joseph and also all that  
piece or parcel of land containing by  
estimation twelve acres or thereabouts lying  
in the said parish of Saint Joseph bounded  
southerly on the River Batalie, West on  
lands of James Laing and Robert Reid and  
20 one John Lucas, and East and North on Crown  
Lands: All that Piece or parcel of land  
containing by estimation one hundred and twenty  
two acres or thereabouts lying in the said  
parish of Saint Joseph bounded on the North  
and North Westerly on land granted to one  
Roger Bellair East on the River Batalie,  
South on Batalie Estate, and on all other  
sides by unappropriated lands and also all  
that Leasehold Plantation with the several  
30 pieces or parcels of land adjoining and  
contiguous thereto in the said parish of  
Saint Joseph called Batalie plantation  
containing by estimation one hundred and  
fourteen acres or thereabouts, or however  
otherwise the said several pieces or parcels  
of land might be respectively butted and  
bounded situate and being called distinguished  
or known and all and every the messuages,  
houses, outhouses mills, mill houses, curing  
40 houses, boiling houses, still houses,  
trash houses, edifices, erections and  
buildings upon the said plantation or Estate  
and lands or any part thereof erected and  
built To have and to hold the same  
plantation or Estate lands messuages  
tenements, and hereditaments (subject to the  
said mortgages debt to the Crown and to all  
the interest then due and thereafter to  
grow due thereon and thereby secured) unto  
50 the use of the said Andrew Gordon  
Paterson his heirs executors administrators  
and assigns according to the nature and



Exhibits

Exhibit 5

Book of Deeds  
D6 Folio 4382nd September  
1850

(continued)

quality of the premises whether real or personal AND the said Indenture Further Witnessed that for the better assuring the said plantation or Estate and premises unto the said Andrew Gordon Paterson he the said Theodore Gordon as such surviving partner and execution creditor of the said Theodore Levilloux as aforesaid in so far as he could or might, ratified and confirmed unto the said Andrew Gordon Paterson his heirs executors administrators and assigns all that the said plantation or Estate of Batalie and the lands and premises To hold the same unto him the said Andrew Gordon Paterson his heirs executors administrators and assigns according to the nature and quality of the premises freed and absolutely discharged from the said execution and all principal and interest monies due thereon; as in and by the said Indenture of Release and Confirmation reference being thereto had will more fully and at large appear - AND whereas the promissory note in the said recited Indenture mentioned as intended to have been given by the said Andrew Gordon Paterson as security for the payment of the said first instalment of sixty pounds was never either made or given, and only the sum of twenty four pounds has been paid on account of the said first two several instalments respectively due on the said first days of August in the respective years one thousand eight hundred and forty eight and one thousand eight hundred and forty-nine AND WHEREAS the said Theodore Gordon as surviving partner aforesaid caused Judgment to be entered up as of the March Term last on the Warrant of Attorney in the said hereinbefore in part recited Indenture mentioned as being annexed to the said obligation in writing and execution to be issued upon such Judgment, and which execution was some time in the month of March in the present year lodged in the office of the said Provost Marshal of the said Island and Whereas the said Joseph Fadelle in his capacity of Provost Marshal aforesaid did by virtue of the said execution cause a Levy to be made on all the right title and interest of the said Andrew Gordon Paterson and in the said

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plantation or Estate called the Batalie Estate, buildings, hereditaments and premises, and after causing pursuant to law proper advertisements of the time and place of the sale of such right title and interest of the said Andrew Gordon Paterson to be duly inserted in one of the Weekly Gazettes published in the said Island the same were accordingly put up to sale by the said Provost Marshal at the Prince Albert Tavern in the Town of Roseau in the said Island on the Twenty ninth day of May one thousand eight hundred and fifty, at which sale the said Theodore Gordon was declared by the said Provost Marshal to be the highest bidder for and purchaser of the aforesaid premises at and for the price or sum of one hundred and twenty pounds of lawful sterling money subject to the payment to the Crown of the said Mortgage debt of four hundred pounds sterling and all interest due thereon; as by the said Judgment remaining on record in the Secretary's Office of the said Island, and by the said execution, Levy, Publication and Sale all filed in the Marshall's Office or contained in the office Books thereof reference being thereunto respectively had may more fully and at large appear AND WHEREAS the said purchase of the said Batalie Estate and premises was made by the said Theodore Gordon on the joint account and for the mutual benefit of himself and of the said John Imray - AND WHEREAS the amount of the said bidding or sum of one hundred and twenty pounds sterling money having been duly accounted for in the said Marshal's office and the proceeds thereof carried to the credit of the said execution against the said Andrew Gordon Paterson, the said Theodore Gordon hath applied to the said Joseph Fabelle in his said capacity of Provost Marshal to execute unto the said John Imray and himself a conveyance of the said Estate of Batalie with the lands hereditaments and premises thereto belonging, which he hath consented to do in the manner hereinafter expressed NOW THEREFORE THIS INDENTURE WITNESSETH that for and in consideration of the said sum of one hundred and twenty pounds sterling money the amount so bid by the said Theodore Gordon at the

Exhibits

Exhibit 5

Book of Deeds  
D6 Folio 4382nd September  
1850

(continued)

Exhibits

## Exhibit 5

Book of Deeds  
D6 Folio 4382nd September  
1850

(continued)

sale aforesaid duly paid and accounted for by the said John Imray and Theodore Gordon to the said Joseph Fabelle in his said capacity of Provost Marshal and which he hath carried to the credit of the said execution against the said Andrew Gordon Paterson He the said Joseph Fabelle in his aforesaid capacity of Provost Marshal Hath granted, sold, aliened and conveyed and by these presents Doth grant, sell alien convey and confirm unto the said John Imray and Theodore Gordon and their Heirs executors and administrators all that certain plantation or Estate situate lying and being in the said parish of Saint Joseph in the said Island of Dominica called well known by the name of the Batalie Estate containing by estimation two hundred and ninety acres of land or thereabouts be the same more or less and which said plantation or Estate is made up and composed of the several pieces or parcels of land as are particularly mentioned and described in the said Indenture of Release and confirmation hereinbefore in part recited or however otherwise the said several pieces or parcels of land composing the said plantation or Estate may be respectively butted and bounded situate and being called distinguished or known And All and every the messuages, houses, out houses, mills, mill houses, curing houses, boiling houses, still houses trash houses, edifices erections and buildings upon the said plantation or Estate and the lands thereunto belonging or on any part thereof erected and built, And All ways, paths, passages, waters, watercourses, trees, woods, underwoods, and the ground and soil thereof, liberties privileges, profits, commodities advantages and appurtenances whatsoever to the said plantation or Estate hereditaments and premises belonging or in any wise incident or appertaining or reputed or deemed so to be or with the same or any part thereof heretofore holden used occupied or enjoyed And All the estate right title interest equity of redemption use, trust property, possession claim and demand whatsoever both at law and in equity of him the said Andrew Gordon Paterson in to out of upon

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or respecting the said plantation or Estate hereditaments and premises and the lands thereto hereinbefore described and every part and parcel thereof To have and to hold the same plantation or Estate lands tenements hereditaments and premises (subject to the said hereinbefore in part recited Mortgage to the Crown and to the payment of the said of Four hundred pounds thereby secured and all arrears of interest now due and hereafter to grow due thereon) and all and singular other the premises hereinbefore conveyed with their appurtenances unto and to the use and behoof of the said John Imray and Theodore Gordon as Tenants in common and not as joint Tenants and to their several and respective heirs executors administrators and assigns according to the nature and quality of the premises whether real or personal and that in as full and beneficial a manner to all intents and purposes as he the said Andrew Gordon Paterson held and enjoyed the same or could or might have enjoyed the premises or as he the said Joseph Fadelle in his aforesaid capacity of Provost Marshal can pass and convey the same under and by virtue of the Act of the Legislature of the said Island in such case made and provided.

IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first in the beginning mentioned

SIGNED SEALED AND DELIVERED )  
and acknowledged before me )  
this second day of September )  
1850 )

Jos. Fadelle (SEAL)

Provost Marshal

James Garraway )

Theod. Gordon (SEAL)

Assistant Justice Court )  
Common Pleas )

John Imray (SEAL)

RECORDED 10th SEPTEMBER 1851

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Exhibits

Exhibit 5

Book of Deeds  
D6 Folio 438

2nd September  
1850  
(continued)

Exhibits

## Exhibit 27

Book of Grants

No. 2 Folio 1

29th March 1853

EXHIBIT 27BOOK OF GRANTS NO. 2 folio 1

## DOMINICA PROCLAMATION

VICTORIA by the grace of God  
of the United Kingdom of Great  
Britain and Ireland Queen  
Defender of the Faith and so  
forth

WHEREAS William Young, William Hewitt  
and Robert Wynn Esquires the Commissioners 10  
appointed by our late Royal Grandfather, His  
Majesty King George the Third of Blessed  
memory for the sale and disposal of Lands  
in the ceded Islands of Grenada, the  
Grenadines, Saint Vincent, Dominica,  
and Tobago, after the cession of the said  
Islands unto His said late, Majesty, did  
in pursuance of the powers in them vested  
cause a survey to be made of the Lands in  
the said Island of Dominica and did reserve 20  
for public uses a certain strip of land,  
round the Sea Coast, measuring sixty six  
yards from high watermark, which was  
designated as "Three Chains" - AND WHEREAS  
the said commissioners did also cause  
to be annexed to the authenticated Map or Plan  
of the said Island of Dominica certified by  
John Byers, Chief Surveyor and Published  
in the year one thousand, seven hundred and 30  
sixty six, a declaration under their hands  
to the effect amongst other things, that  
"The Three Chains" round the Coast are  
also considered by us as appropriated to the  
use of the contiguous Planter, excepting  
in cases where any particular spot may  
hereafter be found necessary for "erecting  
Forts and Batteries, in which case, His  
Majesty may erect Forts and Batteries  
thereon, without paying any compensation for 40  
the same" AND WHEREAS notwithstanding  
such authentic declaration by the said  
Commissioners as last herein before  
mentioned doubts had arisen whereby judicial  
proceedings were rendered difficult  
respecting the three Chains round the coast.

Exhibits

Exhibit 27

Book of Grants  
No. 2 Folio 129th March 1853  
(continued)

AND WHEREAS in order to clear up the true nature and intent of the appropriations made by the said Commissioners and to prevent disputes concerning them in future, the said Robert Wynn as the then only survivor of the said Commissioners, did, on the twentieth day of October, One thousand seven hundred and ninety duly swear to an affidavit before the then Lord Mayor of the City of London whereby the said Robert Wynn declared, amongst other things that the three Chains were appropriated by his Majesty's Commissioners to the use of the contiguous Planter excepting in cases where a particular spot might be found necessary for Forts and Batteries AND WHEREAS many Planters and Proprietors of Lands contiguous to the said three Chains have from time to time notwithstanding such authentic declaration of the said Commissioners and the allegations contained in the Affidavit of the said Robert Wynn, obtained grants of certain parts and portions of the said three chains upon certain terms and conditions of temporary occupancy and otherwise as particularly mentioned in the several Grants of the same AND WHEREAS certain of our Governors of our said Island of Dominica, have from time to time given and granted unto divers of our Subjects who were not Proprietors of Lands contiguous to the said three Chains, certain portions thereof under a title of temporary occupancy And Whereas we did some time since, think fit to issue certain Instructions to our Governor of our Leeward Islands authorising him to grant unto the occupiers of such Crown Lands as were held under the title of occupancy in our said Island of Dominica in substitution for the then existing tenures, regular leases securing to them their respective Lots either for their own lives or for twenty one years upon certain terms and conditions therein mentioned - And Whereas pursuant to such instructions leases for the term of twenty one years were made and granted to Sundry of our Loyal Subjects of our said Island of Dominica And Whereas, many persons have from time to time taken possession of and become squatters upon certain parts of the said three Chains, without any title from the contiguous Proprietors or

Exhibits

## Exhibit 27

Book of Grants  
No. 2 Folio 129th March 1853  
(continued)

other person having right to the said three Chains and without any license from us or any of our Predecessors AND WHEREAS notwithstanding the rights conceded by the aforesaid Commissioners on the sale of the Crown Lands certified as aforesaid and subsequently sanctioned by our Royal authority divers persons having no right or title thereto still continue to enter into possession of parts or the said three Chains claimed by the contiguous Proprietor whereby controversies and disputes daily arise between the contiguous proprietors and such Persons which it is difficult for the Magistracy and other proper authorities of the said Island satisfactorily to settle and adjust AND WHEREAS we have deemed it advisable in order to remove all doubts and controversies touching the right in and to the said Three Chains and to facilitate the acquirement of Land thereon now at our disposal WE DO NOW by and with the advice of OUR TRUSTY AND WELL-BELOVED SAMUEL WENSLEY BLACKALL Esquire Our Lieutenant Governor of our said Island of Dominica Publish this OUR ROYAL PROCLAMATION and make known unto all Proprietors of Lands contiguous to, or adjoining the said Three Chains and also until all and every other of our Loyal Subjects who now have or who may be desirous of having lands on the said Three Chains and unto all others whom it doth, shall, or may in anywise concern that the Regulations and conditions following shall be observed touching applications for such Lands And all such Proprietors and others are hereby required to take notice thereof and govern themselves accordingly

FIRST - The Proprietor of Lands contiguous to the Three Chains or some Person on his behalf shall within six Calendar Months from the date of this our Proclamation transmit to our Lieutenant Governor of Dominica under the hand of our Surveyor General or a Sworn Surveyor of this island a proper Diagram of the situation, extent, butts bounds and number of Chains in length of the Lands which he is entitled to contiguous to the said Three Chains and also a Survey and Diagram of the Three Chains contiguous to the Land in order that a

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Exhibits

Exhibit 27

Book of Grants  
No. 2 Folio 129th March 1853  
(continued)

grant of Temporary occupancy may be made of  
such contiguous three chains to such  
Proprietor - provided always that there  
shall in such survey and Diagram of the Three  
Chains be marked down in particular the  
locality of Houses thereon and extent of  
occupation the names of any Person or  
Persons who may be in possession distinguishing  
whether such occupation be under grants here-  
tofore issued or however otherwise, to the end  
that proper reservation may be made in such  
grants to the contiguous Proprietor as to the  
rights of such respective parties having  
previous grants according to the nature thereof

10 SECOND - That Proprietors who may be desirous  
of purchasing and taking a Grant in Fee of  
the three Chains contiguous to their Property  
instead of receiving a Grant of Temporary  
occupancy shall with the foregoing particulars  
transmit an application to such effect.

20 THIRD - That the purchase money for a grant  
in fee to a contiguous Proprietor shall be  
six shillings and eight pence sterling per  
chain of the Land in length and so in  
proportion for any greater or less quantity.

FOURTH - That any Person who may be desirous  
to purchase in fee any other part of the  
aforesaid three Chains which cannot be claimed  
by any contiguous Proprietor or which still  
remains undisposed of as of our land shall  
30 lodge an application with our Lieutenant  
Governor for such purchase in fee accompanied  
by a Surveyor and Diagram of such three Chains  
showing forth the situation, extent, butts,  
bound and number of Feet in length of such land  
which survey and Diagram shall be under the  
hand of Our Surveyor General or a Sworn  
Surveyor of this Island PROVIDED ALWAYS  
that there shall in such survey and Diagram  
40 be marked down in particular the locality of  
houses on the said Land and the extent of  
occupation therewith and there shall be  
annexed the names of any person or persons  
who may be in possession distinguishing  
whether such occupation be under grants  
heretofore issued or how otherwise to the  
end that proper reservation may be made in  
such grants of the rights of such respective  
Parties having previous Grants according  
50 to the nature thereof.



Exhibits

## Exhibit 27

Book of Grants  
No. 2 Folio 1

29th March 1853  
(continued)

FIFTH - That the terms upon which such part of the three Chains will be sold, be the same as those laid down for the disposal of other Crown Lands in this Island.

SIXTH - That all applications whether for a grant of temporary occupancy or for a grant in fee shall be advertised at the expense of the applicant in the Public Newspapers of the Island three times at least during the space of One Calendar Month after the first insertion thereof:-

10

And in order that full opportunity may be afforded to all persons interested therein, to examine the applications made for grants of any description the Diagrams and particulars will remain at the Office of Our Lieutenant Governor for inspection during the aforesaid period of One Calendar Month and if during that period no legal objection shall be made thereto by a notice in writing lodged in such Office the Grants shall be issued in due form of Law with the respective Diagrams thereunto annexed.

20

WITNESS His Excellency - L.W. Blackall

Our Lieutenant Governor in and over Our said Island of Dominica Chancellor and Ordinary of the same

This twenty ninth day of March in the year of Our Lord 1853 and in the Sixteenth of our Reign

30

Passed the Office of Clerk of Patents this twenty ninth day of March One thousand eight hundred and fifty three

Henry Trotter  
Clerk of Patents.

Duly published in the Town of Roseau, this Thirtieth day of March, one thousand eight hundred and fifty three.

Jos. Fadelle  
Provost Marshal

40

RECORDED 30th March 1853

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EXHIBIT 16BOOK OF GRANTS Book 3 Folio 355DOMINICA

VICTORIA by the Grace of God of  
the United Kingdom of Great Britain  
and Ireland Queen Defender of the  
Faith and so forth.

Exhibits

Exhibit 16

Book of Grants  
Book 3 Folio 355

31st July 1855.

TO ALL TO WHOM THESE PRESENTS SHALL COME  
GREETING:

10           WHEREAS in order to remove all doubts  
and controversies touching the right in and  
to that certain strip of land round the Sea  
Coast in our said Island of Dominica reserved  
for public uses measuring sixty six yards  
from high water mark and which was and is  
now designated as the "Three Chains" and  
to facilitate the acquirement of the Lands  
thereof we did on the twenty-ninth day of  
20           March one thousand eight hundred and fifty-  
three by and with the advice of our Trusty  
and well beloved SAMUEL WENSLEY BLACKALL  
Esquire our said Lieutenant Governor of our  
said Island of Dominica publish our Royal  
Proclamation whereby, after reciting the  
several matters and things therein  
particularly recited, We did publish and make  
known unto all proprietors of Lands  
contiguous to or adjoining the said Three  
Chains, and also unto all and every of  
30           our Loyal Subjects who then had or who might  
be desirous of having lands on the said  
Three Chains, - AND ALSO unto all others  
whom it did should or might in any wise concern  
amongst other things therein set forth and  
contained the regulations to be observed  
touching applications for such lands also  
the rate per chain to be charged as the  
purchase money for a Grant in fee to  
contiguous proprietors - and likewise that  
40           all applications should be advertised at  
the expense of the applicant in the Public  
Newspapers of the Island three times at  
least during the space of one Calendar  
month AND LASTLY in order that full  
opportunity might be afforded to all  
persons interested therein to examine the

Exhibits

## Exhibit 16

Book of Grants  
Book 3 Folio 355  
31st July 1855

(continued)

applications made for Grants the Diagrams and particulars would remain at the office of our Lieutenant Governor for inspection during the aforesaid period of one Calendar month - and if during that period no legal objection should be made by a Notice in writing lodged in such office Grants would be issued in due form of Law - as by the said Proclamation lodged in the Colonial Secretary's Office of the said Island on reference thereto will more fully and at large appear AND WHEREAS the Honourable Theodore Gordon and the Honourable John Imray the proprietors of the Bataly Estate in the Parish of Saint Joseph in the said Island caused application to be made to His Excellency the said Samuel Wensley Blackall our said Lieutenant Governor to purchase the piece or parcel of land part of the said strip of land called the Three Chains contiguous to and adjoining the said Bataly Estate set forth and particularly described in the Diagram thereof hereunto annexed - AND WHEREAS His Excellency the said Samuel Wensley Blackall our said Lieutenant Governor agreeably to the said recited Proclamation did cause advertisement to be inserted in the Official Gazette published in the said Island, notifying among others, the aforesaid application of the said Theodore Gordon and John Imray to which no opposition was offered. AND WHEREAS the said Samuel Wensley Blackall our said Lieutenant Governor is absent from the said Island of Dominica and His Honour James Laing Bremner is at present administering the Government of the same Island.

AND WHEREAS the said piece or parcel of land contains three acres one rood and twenty perches which are equal to twelve and a quarter chains in length and the purchase money thereof at the rate of Six shillings and eight pence for each chain amounting to the sum of Four Pounds one shilling and eight pence of lawful sterling money of the said Island of Dominica having been fully paid off and satisfied the said Theodore Gordon and John Imray are now entitled to a Grant in fee of the said piece or parcel of land and premises NOW KNOW YE that we having taken into

Exhibits

Exhibit 16

Book of Grants  
Book 3 Folio 355  
31st July 1855

(continued)

consideration the several matters and things hereinbefore mentioned and having confidence in the loyalty and affection of the said Theodore Gordon and John Imray towards us and our Government of our special grace certain knowledge and mere motion and by and with the consent and advice of the said James Laing Bremner President administering the Government of our said Island as aforesaid have given and granted and by these presents for us our heirs and successors DO give and grant unto the said Theodore Gordon and John Imray their heirs and assigns All that certain piece or parcel of land situate lying and being in the Parish of Saint Joseph in the said Island of Dominica containing three acres one rood and twenty perches and forming part of that strip of land called the Queen's three chains contiguous to the said Bataly Estate and bounding in the same manner or form as the Diagrams of the said piece or parcel of land hereunto annexed represents AND ALL ways paths, passages waters watercourses trees woods underwoods and the ground and soil thereof liberties rights privileges profits commodities emoluments advantages and appurtenances whatsoever to the same belonging or in any wise appertaining and also the rents issues and profits thereof (Save and except all Mines of Gold and Silver which now are or hereafter may be discovered on the said piece or parcel of land hereditaments and premises hereby given and granted) TO HAVE AND TO HOLD the said piece or parcel of land hereditaments and premises hereinbefore mentioned and described and hereby given and granted with their and every of their rights members and appurtenances (Save and except as aforesaid) unto the said Theodore Gordon and John Imray and their heirs to the use and behoof of them the said Theodore Gordon and John Imray as tenants in Common and of the several and respective heirs and assigns of them the said Theodore Gordon and John Imray for ever in fee and common socage and to and for no other use intent or purpose whatsoever PROVIDED ALWAYS that all and every or any person or persons who at anytime heretofore have occupied a House or Houses or other

Exhibits

Exhibit 16

Book of Grants  
 Book 3 Folio 355  
 31st July 1855  
 (continued)

buildings erected at his her or their own cost and  
 expense on any part or parts of the said lands  
 hereby given and granted and who by reason of his  
 her or their refusal or neglect to obtain the  
 leave and license of the said Theodore Gordon and  
 John Imray their heirs or assigns to hold and enjoy  
 such part or parts of the said lands shall by due  
 course of law be erected from the same lands shall  
 and lawfully demolish and break down such house or  
 houses or other buildings and take remove and carry  
 away the materials thereof respectively to and for  
 his her or their proper use and benefit without any  
 manner of hindrance interruption disturbance claim  
 or demand whatsoever as aforesaid - AND WE DO by  
 these Presents further give and grant for Us our  
 Heirs and Successors that these our Letters be  
 construed favourably for the said Theodore Gordon  
 and John Imray their heirs and assigns and that the  
 enrolment of these Presents in Our Registrar's  
 Office of our said Island of Dominica shall be good  
 evidence in all Courts and places whatsoever. 10  
 IN TESTIMONY WHEREOF we have caused these our Letters  
 to be made Patent and have to the same caused to be  
 affixed our Great Seal appointed for our said  
 Island of Dominica WITNESS His Honour the said  
 James Laing Bremner our said President administer-  
 ing the Government of our said Island of Dominica  
 Chancellor and Ordinary of the same at Roseau this  
 thirty first day of July one thousand eight hundred  
 and fifty five and in the nineteenth year of Our  
 Reign. 30

Passed the Patent Office this thirty first day  
 of July 1855.

(Sgd.) Henry D. Watt  
 Clerk of Patents.

BATALY THREE CHAINS

Amount purchase money of 12 $\frac{1}{4}$ chains at 6/8 =	4.1.8.	
Advertisements	12.6.	
Clerk of Patents for Great Seal	15.7.	
	£5.9.9.	40

Received payment of five pounds nine shillings and  
 nine pence -

(Sgd.) C.A. Fillan  
 Recr. H.M.'s Casualties

Roseau

31st July, 1855

(Sgd) J.L. Bremner

SEAL

President Admg. the Govt.

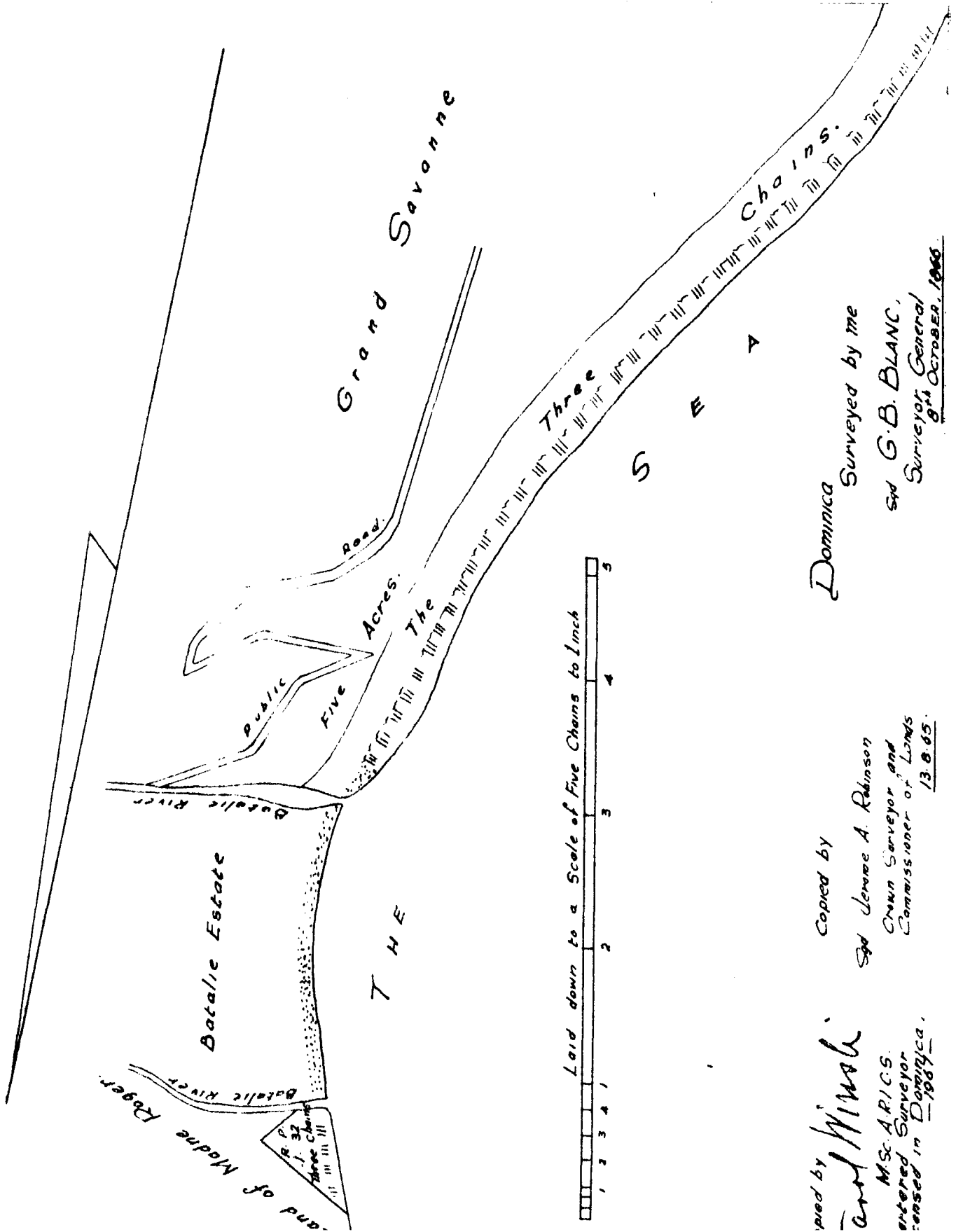
Exhibits

Exhibit 10

Book of Grants  
Book 3 Folio 355

31st July 1855  
(continued)

.....Recorded 20th April 1867. ....



*Dominica*  
Surveyed by me  
Sgd G.B. BLANC,  
Surveyor General  
8th October, 1866

Copied by  
Sgd Jerome A. Robinson  
Chain Surveyor and  
Commissioner of Lands  
13.8.65.

Entered by  
M.S. A.R.I.C.S.  
entered Surveyor  
General in Dominica.  
1965

ExhibitsEXHIBIT 6

## Exhibit 6

BOOK OF DEEDS H.6 folio 303

Book of Deeds  
H.6 Folio 303  
28th January  
1857

THIS INDENTURE made the twenty eighth day of January in the year of Our Lord One thousand eight hundred and fifty seven BETWEEN the Honourable Theodore Gordon formerly of the Island of Dominica but at present of the Island of Trinidad and Mary his Wife of the one part and The Honourable John Imray of the said Island of Dominica Doctor of Medicine of the other part WHEREBY by Indenture bearing date the Second day of September one thousand eight hundred and fifty and made between Joseph Fadelle therein described as the Provost Marshal of the said Island of Dominica of the one part and the said John Imray and Theodore Gordon of the other part ALL THAT certain plantation or Estate known by the name of the Batalie Estate situate in the Parish of Saint Joseph in the said Island therein and hereinafter particularly mentioned and described with the Lands Tenements Hereditaments and all and singular other the premises thereunto belonging or appertaining were for the consideration therein mentioned granted sold aliened and conveyed unto the said John Imray and Theodore Gordon as tenants in common and not as Joint Tenants and to their several and respective heirs executors administrators and assigns according to the nature and quality of the premises whether real or personal. As by the said Indenture duly recorded in the Registrar's Office of the said Island in Liber D number 6 folio 438 on reference thereto will more fully appear. AND WHEREAS by Grant under the Great Seal of the said Island bearing date the thirty first day of July One thousand eight hundred and fifty five All that certain piece or parcel of land situate in the said parish of Saint Joseph in the said Island therein and hereinafter particularly mentioned and described and forming part of the strip of land called the Queen's Three Chains contiguous to the said Batalie Estate and all and every the rights members and appurtenances thereunto belonging (Save as therein excepted) were given and granted to the said Theodore Gordon and John Imray as Tenants in common and the several and respective heirs and assigns of the said Theodore Gordon and John Imray for ever in free and common Socage and to and for no other use intent or purpose whatsoever as by the

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said Grant on reference thereto will more fully appear AND WHEREAS the said John Imray having lately contracted and agreed with the said Theodore Gordon for the absolute purchase of the one undivided moiety or equal half part of him the said Theodore Gordon of and in the said Plantation or Estate of Batalie Lands tenements hereditaments and Premises hereinbefore mentioned at and for the price or sum of Seventy-seven Pounds Sterling money the same are intended to be hereby conveyed and assured in the manner hereinafter expressed NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Seventy-Seven Pounds Sterling money to the said Theodore Gordon in hand paid by the said John Imray at the time of the Sealing and delivery of these Presents the receipt whereof and that the same is in full for the purchase of the said one undivided moiety or half part of and in the said Plantation or Estate lands tenements hereditaments and premises hereinbefore mentioned the said Theodore Gordon doth hereby acknowledge THEY the said Theodore Gordon and Mary his Wife HAVE and each of them HATH granted bargained sold aliened released assigned and confirmed and by these Presents DOTH grant bargain sell alien release assign confirm and assure unto the said John Imray and to his heirs executors and administrators ALL that one full and undivided moiety or equal half part or share of and in all that certain Sugar Plantation or Estate commonly called or known by the name of the BATALIE plantation situate lying and being in the said parish of Saint Joseph in the said Island containing by estimation two hundred and ninety acres or thereabouts be the same more or less and which said plantation is made up and composed of the several pieces or parcels of Land following that is to say ALL that plantation or parcel of Land containing by estimation forty two acres or thereabouts lying on the River Batalie in the said parish of Saint Joseph and also all that piece or parcel of Land containing by estimation twelve acres or thereabouts lying in the said parish of Saint Joseph bounded Southerly on the River Batalie, West on land of James Laing and Robert Reid and one John Lucas and East and North on Crown Lands and also that piece or parcel of land containing by estimation one hundred and twenty two acres or thereabouts lying in the said Parish of Saint Joseph bounded on the North and North Westerly on Land granted to one

Exhibits

## Exhibit 6

Book of Deeds  
H.6 folio 30328th January  
1857

(continued)



Exhibits

## Exhibit 6

Book of Deeds  
H.6 folio 30328th January  
1857

(continued)

Roger Bellair, East on the River Batalie, South on Batalie Estate and on all other sides by unappropriated Lands and also all that Leasehold Plantation with the several pieces or parcels of Land adjoining and contiguous thereto in the said Parish of Saint Joseph called Batalie Plantation containing by estimation one hundred and fourteen acres or thereabouts, or however otherwise the said several pieces or parcels of Land may be respectively butted and bounded situate lying and being called distinguished or known and a like undivided moiety or half part or share of and in all and every the messuages, houses, outhouses, Mills, Mill Houses, Curing houses, Boiling houses, Still houses, Trash houses, Edifices, Erections and Buildings upon the said Plantation or Estate and Lands or any part thereof erected and built and also one like full and undivided moiety or equal half part or share of and in All that certain piece or parcel of land situate lying and being in the said Parish of Saint Joseph in the said Island of Dominica containing Three Acres one rood and twenty perches and forming part of that Strip of Land called the Queen's Three Chains contiguous to the said Batalie Estate and bounding in the same manner and form as the Diagram of the said piece or parcel of Land annexed to the Original Grant thereof represents AND of and all ways paths passages waters watercourses Trees, Woods, Underwoods and the ground and soil thereof liberties privileges profits commodities advantages and appurtenances whatsoever to the said Plantation or Estate hereditaments piece or parcel of land and Premises belonging or in anywise incident or appertaining or reputed or deemed so to be or with the same or any part thereof heretofore holden used occupied or enjoyed AND ALL the Estate right title interest use trust property possession claim and demand whatsoever Doth at law ond in Equity of them the said Theodore Gordon and Mary his Wife respectively into out of upon or respecting the said one undivided moiety or half part of and in the said Plantation or Estate piece or parcel of land hereditaments and premises and the lands thereto hereinbefore described and every part and parcel thereof TO HAVE and TO HOLD all such and so many and such part or parts of the said undivided moiety or half part or share hereby granted and conveyed of and in the said Plantation or Estate piece or parcel of land tenements and other the hereditaments and premises hereinbefore mentioned as are or is of

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the nature of freehold or real Estate unto and to  
 the only proper use and behoof of the said John  
 Imray his heirs and assigns forever AND TO HAVE  
 and TO HOLD all such and so many part or parts of  
 the same undivided moiety or half part or share  
 of and in the said Plantation lands and other  
 hereditaments and premises as are or is of the  
 nature of Chattels or Personal Estate with the  
 appurtenances and of and in all benefit of the  
 10 same unto the said John Imray his executors  
 administrators and assigns absolutely and for ever.  
 AND the said Theodore Gordon for himself his heirs  
 executors and administrators doth hereby covenant  
 promise and agree with and to the said John Imray  
 his heirs executors administrators in manner  
 following that is to say that it shall and may be  
 lawful to and for the said John Imray his heirs  
 executors administrators and assigns from time to  
 20 time and at all times hereafter peaceably and  
 quietly to have hold use occupy and enjoy the said  
 undivided moiety or half part or share of and in  
 the said plantation or Estate Messuages heredita-  
 ments lands and premises hereby granted and conveyed  
 with their appurtenances and to receive and take  
 the rents issues and profits of the same and of  
 every part thereof to and for his and their own  
 use and benefit without any manner of disturbance  
 let suit trouble denial or hindrance interruption  
 30 claim or demand whatsoever of or by the said  
 Theodore Gordon and Mary his Wife or any of them  
 or any person or persons lawfully claiming by from  
 through under or in trust for them or any or either  
 of them and that free and clear and clearly and  
 absolutely discharged and exonerated released and  
 for ever discharged or otherwise by and at the  
 expense of the said Theodore Gordon his heirs  
 executors and administrators well and sufficiently  
 saved, defended protected kept harmless and  
 40 indemnified of from and against all and all manner  
 of former and other conveyances releases and  
 assurances whatsoever and all and all manner of  
 uses trust estates rights titles interests charges  
 liens and incumbrances whatsoever which at any  
 time heretofore have been or which hereafter shall  
 or may be made created executed committed or  
 suffered by the said Theodore Gordon and Mary his  
 Wife or either of them or any other person or  
 persons now do hereafter lawfully claiming from  
 through under or in trust for them or any of them  
 AND MOREOVER that he the said Theodore Gordon and

Exhibits

## Exhibit 6

Book of Deeds  
 H.6 folio 303

28th January  
 1857

(continued)

Exhibits

Exhibit 6

Book of Deeds  
H.6 folio 303

28th January  
1857

(continued)

Mary his Wife and his heirs executors or administrators and all other persons claiming any estate title or interest in to out of respecting the said one undivided moiety or half part of and in the said Plantation hereditaments and premises by from through or under them or any of them shall and will from time to time hereafter upon every reasonable expense of the said John Imray his heirs executors administrators or assigns make do acknowledge execute and perfect all and every such further and other lawful and reasonable acts deeds conveyances assurances matters and things whatsoever for the further better more perfectly and absolutely granting conveying and assuring the said undivided moiety or half part or share of and in the said Plantation hereditaments and premises unto the said John Imray his heirs executors administrators or assigns as by the said John Imray his heirs executors administrators and assigns or his or their Counsel in the law shall be reasonably devised or advised and required In Witness whereof the said parties to these presents have hereunto set their hands and affixed their seals the day and year first in the beginning mentioned. 10

Signed Sealed and Delivered by the said Theodore Gordon and Mary his Wife in the presence of (the words "and Mary his wife respectively" in the twenty-ninth line of the Second page being first interlined). (Sgd) Theodore (SEAL) Gordon (Sgd) Mary (SEAL) Gordon. (SEAL) 30

James Diggs of the Town of Port-of-Spain,  
Trinidad - Solicitor.

Howard Lloyd - Stipendiary Justice of Dominica,  
at present in the Island of Trinidad.

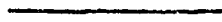


EXHIBIT 7BOOK OF DEEDS K.6 folio 346DOMINICAExhibits

Exhibit 7

Book of Deeds  
K.6 Folio 346

1st April 1862

10 THIS INDENTURE made the first day of April in  
 the year of Our Lord one thousand eight hundred  
 and Sixty two Between the HONOURABLE JOHN IMRAY of  
 the said island Doctor of Medicine of the one part,  
 and GEORGE BIRREL BLANC of the island aforesaid  
 Esquire of the other part WITNESSETH that for and  
 in consideration of the sum of Fifteen Pounds of  
 lawful sterling money of the said island to the  
 said John Imray in hand well and truly paid by the  
 said George Birrel Blanc at or before the Sealing  
 and delivery of these presents the receipt whereof  
 is hereby acknowledged He the said John Imray hath  
 granted bargained sold aliened and enfeoffed and by  
 these presents doth grant bargain sell alien enfeoff  
 and confirm unto the said George Birrell Blanc his  
 20 heirs and assigns all that certain piece or parcel  
 of land containing fifty three acres and seventeen  
 poles situate lying and being in the Parish of  
 Saint Joseph in the said island and butted and  
 bounded as follows that is to say Northerly on the  
 Batalie Estate Southerly on the Public Road Easterly  
 on land of one John Louis Westerly on the said  
 Batalie Estate and all ways paths passages waters  
 watercourses trees woods underwoods and the ground  
 and soil thereof liberties privileges easements  
 profits commodities advantages and appurtenances to  
 30 the said piece or parcel of land belonging or in  
 any wise appertaining and all reversions remainders  
 yearly and other rents issues profits and proceeds  
 of the same piece or parcel of land and of every  
 part thereof and also all the estate right title  
 interest use trust property possession claim and  
 demand whatsoever at Law or in equity of the said  
 John Imray of in to out of or concerning the  
 aforesaid piece or parcel of land or any part  
 thereof to have and to hold the said piece or  
 40 parcel of land tenements hereditaments and  
 premises with their and every of their rights  
 members and appurtenances unto and to and for the  
 only use benefit and behoof of the said George  
 Birrell Blanc his heirs and assigns absolutely for  
 ever. In Witness Whereof the said parties to these  
 presents have hereunto set their hands and affixed  
 their seals the day and year first in the

Exhibits

beginning mentioned.

Exhibit 7

Book of Deeds  
K.6 Folio 346  
1st April 1862  
(continued)

Signed sealed and delivered in the presence of  
and acknowledged before me this first day of April  
one thousand eight hundred and sixty two by John  
Imray and George B. Blanc.

(Sgd.) John Imray (SEAL) (Sgd.) G.B. Blanc (SEAL)  
(Sgd.) U.M. Steadman

Asst. Justice of the Court of Comm. pleas

Received on the day of the date of the foregoing  
Indenture the full amount of the consideration  
money therein mentioned to be paid to me

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(Sgd.) John Imray. Witness (Sgd.) U.M. Butler

(Sgd.) Letres.Giraud Recorded 1st April, 1862.

Exhibit 8

Book of Deeds  
L.6 Folio 116  
30th May 1862

EXHIBIT 8

BOOK OF DEEDS L.6 folio 116

DOMINICA

THIS INDENTURE made the Thirtieth day of May  
in the year of Our Lord One Thousand eight hundred  
and Sixty two BETWEEN THE HONOURABLE JOHN IMRAY of  
the said Island Doctor of Medicine of the one part  
and GEORGE BIRREL BLANC of the Island aforesaid  
Esquire of the other part WHEREAS the said John  
Imray being seized in his demesne as of fee of and  
in one hundred and seventy six acres of land being  
a part of the said "Batalie Estate" situate lying  
and being in the parish of Saint Joseph in the  
said Island hath contracted and agreed with the  
said George Birrell Blanc for the sale to him of  
fifty acres thereof at or for the price or Sum of  
fifteen pounds sterling and the same are now  
intended to be enfeoffed and conveyed in the  
manner hereinafter expressed. NOW THIS INDENTURE  
WITNESSETH that for and in consideration of the  
sum of Fifteen Pounds Sterling money in hand well  
and truly paid by the said George Birrell Blanc to  
the said John Imray the receipt whereof is hereby

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acknowledged HE the said John Imray hath granted bargained sold aliened and enfeoff and confirm unto the said George Birrell Blanc and his heirs All that certain piece or parcel of land containing Fifty acres being a part or portion of those one hundred and seventy six acres being a Part or Portion of that certain plantation or Estate called "Batalie" hereinbefore mentioned, and all ways paths passages waters watercourses liberties privileges easements profits commodities advantages and appurtenances to the said piece or parcel of land belonging or in any wise appertaining and all reversions remainders yearly and other rents issues and proceeds of the same piece or parcel of land and of every part thereof and also all the estate right title interest use trust property possession claim and demand whatsoever at Law or in equity of the said John Imray of in to out of or concerning the aforesaid piece or parcel of land or any part thereof TO HAVE and TO HOLD the said piece or parcel of land tenements hereditaments and premises with their and every of their rights members and appurtenances unto and to and for the only use benefit and behoof of the said George Birrell Blanc his heirs and assigns absolutely forever. IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written

Signed Sealed and Delivered in the presence of and Acknowledged before me the Thirtieth day of June 1862  
John Imray (SEAL)

Wm. Stedman Assist. Justice C.C. Pleas

I acknowledge to have received on the day of the date of the foregoing Indenture from the therein named George Birrell Blanc the Sum of Fifteen Pounds sterling being in full consideration to be by him paid for the sale of the piece or parcel of land mentioned  
Witness Wm. Stedman

Assist. Justice C.C. Pleas

John Imray

Recorded 30th May 1862

Exhibits

Exhibit 8

Book of Deeds  
L.6 Folio 116

30th May 1862  
(continued)

ExhibitsEXHIBIT 9

## Exhibit 9

BOOK OF DEEDS M.6 folio 635Book of Deeds  
M.6 Folio 635

DOMINICA

30th December  
1862

THIS INDENTURE made the Thirtieth day of December in the year of Our Lord one thousand eight hundred and sixty two BETWEEN George Birrell Blanc of the said Island Esquire and Elizabeth his wife of the one part and The Honorable John Imray of the said Island Doctor of Medicine of the other part. WHEREAS the said George Birrell Blanc being seized in his demesne do of fee of and in the piece or parcel of land hereditaments and premises hereinafter described hath contracted and agreed with the said Honorable John Imray for the sale to him thereof at and for the price or sum of fifteen pounds sterling and the same are now intended to be enfeoffed in the manner hereinafter expressed Now This Indenture Witnesseth that for and in consideration of the sum of fifteen pounds sterling money in hand well and truly paid by the said Honorable John Imray to the said George Birrell Blanc at or immediately before the sealing and delivery of these presents the receipt whereof is hereby acknowledged They the said George Birrell Blanc and Elizabeth his wife Do and each of them Doth grant bargain sell alien enfeoff and confirm unto the said Honorable John Imray and his heirs all that certain piece or parcel of land containing fifty acres being a part or portion of those one hundred and seventy six acres of freehold land being a part or portion of that certain plantation or Estate called "Batalie" situate lying and being in the parish of Saint Joseph in the said Island, and all ways paths passages waters watercourses trees woods underwoods and the ground and soil thereof rights liberties privileges profits emoluments advantages and appurtenances whatsoever to the said piece or parcel of land belonging or in any wise appertaining and all the estate right title interest use trust property possession possibility claim and demand whatsoever both at law and in Equity of them the said George Birrell Blanc and Elizabeth his wife of in to out of or respecting the said piece or parcel of land tenements hereditaments and premises or any or either of them To have and To hold the said piece or parcel of Land and premises hereby enfeoffed or mentioned or intended so to be with their and

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30

40

every of their rights members and appurtenances unto and to and for the use and behoof of the said Honorable John Imray his heirs and assigns for ever. IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written

Exhibits

Exhibit 9

Book of Deeds  
M.6 Folio 63530th December  
1862  
(continued)

10 Signed Sealed and Delivered ) G.B. Blanc (Seal)  
in the presence of and )  
acknowledged before me this )  
30th day of December 1862 ) Elizabeth Blanc (Seal)

James Garraway

Assistant Justice of the Court  
of Common Pleas

I hereby acknowledge to have received on the day of the date hereof of and from the within mentioned Honorable John Imray the sum of fifteen pounds sterling being the consideration money to be by him paid for the sale to him of the piece or parcel of land in the foregoing Indenture mentioned.

20 Witness G.B. Blanc

30 BE IT REMEMBERED that on the 30th day of December 1862 in the year one thousand eight hundred and sixty two personally came and appeared before me the Honorable James Garraway Assistant Justice of the Court of Common Pleas for the said Island, Elizabeth the wife of George Birrell Blanc, parties to the foregoing Indenture who being by me privately and apart from her said husband examined, declared that she voluntarily executed the said Indenture and without threats fear or compulsion of or from the said George Birrell Blanc her husband - all which I certify in my capacity aforesaid the day and year aforesaid:-

30th day of December 1862

James Garraway

Assistant Justice of the Court  
of Common Pleas.

RECORDED 19th JULY 1865



ExhibitsEXHIBIT 17

Exhibit 17

BOOK OF GRANTS Book 3 folio 360Book of Grants,  
Book 3, Folio 360

15th April 1867

DOMINICA.

VICTORIA by the Grace of God of  
the United Kingdom of Great  
Britain and Ireland Queen  
defender of the Faith and so  
forth.

TO ALL to whom these presents shall come GREETING

WHEREAS in order to remove all doubts and 10  
controversies touching the right in and to that  
certain strip of land round the Sea Coast in our  
said Island of Dominica reserved for public uses  
measuring sixty six yards from high water mark and  
which was and is now designated as the Three Chains,  
and to facilitate the acquirement of the lands  
thereof - WE did on the twenty ninth day of March  
one thousand eight hundred and fifty three by and  
with the advice of our trusty and well beloved SAMUEL  
WENSLEY BLACKALL Esquire our then Lieutenant 20  
Governor of our said Island of Dominica published  
our Royal Proclamation - WHEREBY after reciting the  
several matters and things therein particularly  
recited We did published \* and make known unto all  
proprietors of Lands contiguous to or adjoining  
the said Three Chains and also unto and all and  
every of our Loyal subjects who then had or who  
might be desirous of having lands on the Three  
Chains. And also unto all others whom it did should 30  
or might concern amongst other things therein set  
forth and contained the regulations to be observed  
touching applications for such lands also the rate  
per chain to be charged as the Purchase money for  
a Grant in fee to contiguous proprietors AND  
WHEREAS the Honourable John Imray the proprietor  
of the BATALY ESTATE in the Parish of Saint Joseph  
in the said Island caused application to be made to  
His Excellency James Robert Longdon lately our  
Lieutenant Governor to purchase the pieces or  
parcels of land part of the said strip of land 40  
called the three Chains contiguous to and adjoining  
the said Bataly Estate set forth and particularly  
described in the diagrams hereunto annexed. AND

\* sic

WHEREAS JAMES ROBERT LONGDEN our said Lieutenant  
 Governor is absent from the said Island of Dominica  
 and His Excellency Henry Ernest Bulver is at  
 present the Administrator of the Government of the  
 said Island AND WHEREAS one of the said pieces  
 or parcels of land contains one rood and thirty  
 two perches which is equal to five chains in  
 length and the other said piece or parcel of land  
 contains five acres which is equal to nineteen  
 chains in length and the purchase money of the  
 said two pieces or parcels of land at the rate of  
 six shillings and eight pence sterling for each  
 chain amounting to the sum of eight pounds of  
 lawful sterling money of the said Island of  
 Dominica having been fully paid off and satisfied  
 the said John Imray is now entitled to a Grant in  
 fee of the same pieces or parcels of land and  
 premises NOW KNOW YE that we having taken into  
 consideration the several matters and things  
 hereinbefore mentioned and having confidence in the  
 Loyalty and affection of the said John Imray towards  
 us and our Government of our special grace certain  
 knowledge and mere motion and by and with the  
 consent and advice of the said HENRY ERNEST BULVER  
 Administrator of the Government of our said Island  
 as aforesaid have given and granted and by these  
 presents for us our Heirs and successors do give  
 and grant unto the said John Imray all that piece  
 or parcel of land situate lying and being in the  
 parish of Saint Joseph in the said Island of  
 Dominica containing one Rood and thirty two perches  
 and also all that piece or parcel of land situate  
 lying and being in the parish of Saint Joseph  
 aforesaid containing Five Acres and both the said  
 two pieces or parcels of land forming part of that  
 strip of land called the Queen's Three Chains  
 contiguous to the said Bataly Estate and bounding  
 in the same manner and form as the diagram thereof  
 hereunto annexed represents or however otherwise  
 the same may be butted and bounded distinguished  
 or known - AND ALL and every the lawful and  
 customary ways paths, passages, liberties rights,  
 privileges advantages and appurtenances whatsoever  
 to the same belonging or appertaining and also the  
 rents and profits thereof (save and except all  
 mines of Gold and Silver which now are or hereafter  
 may be discovered on the said pieces or parcels of  
 land and premises hereby given and granted). TO  
 HAVE AND TO HOLD the said pieces or parcels of land  
 and premises hereby given and granted with the

Exhibits

Exhibit 17

 Book of Grants,  
 Book 3,  
 Folio 360

 15th April  
 1867

(continued)

Exhibits

## Exhibit 17

Book of Grants,  
Book 3,  
Folio 360

15th April 1867  
(continued)

appurtenances (Save and except as aforesaid) unto and for the only proper use and behoof of the said JOHN IMRAY his heirs and assigns for ever in free and common socage and to and for no other use intent or purpose whatsoever Provided always that Madame Jeannette St. Ange of the said Island Widow who has heretofore occupied and possessed, and who now occupies and possesses a House or Houses or other buildings on and also part of the aforesaid piece or parcel of land containing five acres shall continue to occupy and possess and enjoy the same in like manner as heretofore from henceforth for and during the term of her natural life without hindrance, interruption or obstruction of or from the said John Imray his heirs or assigns. AND WE DO BY THESE PRESENTS further give and grant for us Our Heirs and successors that these our Letters be construed favourably for the said John Imray his heirs and assigns and that the enrolment of these presents in our Registrar's Office of our said Island of Dominica shall be good evidence in all Courts and places whatsoever In Testimony Whereof We have caused these our Letters to be made Patent and have to the same caused to be affixed our Great Seal appointed for our said Island of Dominica.

10

20

WITNESS His Excellency Henry Ernest Bulwer C.M.G. Administrator of our said Island of Dominica Chancellor and Ordinary of the same at Roseau this fifteenth day of April in the year of Our Lord One thousand eight hundred and sixty-seven and in the thirtieth year of Our Reign.

30

Passed the Patent Office this fifteenth day of April, 1867.

(Sgd) William Low

Clerk of Patents.

(Sgd) H.E. Bulwer

S E A L

Administrator of Govt.

Recorded 20th April 1867.

---

EXHIBIT 10Will of John Imray(BOOK OF WILLS NO. 19 folio 556)

DOMINICA

10 This is the last Will and Testament of me John Imray of the said Island of Dominica. I give, devise, and bequeath my Estate called - Bataly in the Parish of St. Joseph in the said Island of Dominica in manner following, that is to say - One half thereof to my two sisters Elizabeth and Margaret residing in Stonehaven Kincardineshire, North Britain and their respective heirs as tenants in common, and one half to the Honbl. William Macintyre and his heirs, the said Estate of Bataly hereinbefore devised shall be chargeable with the payment of the annual sum of twenty pounds (£20) sterling to funds of the English Church of this Island, to assist in the support of a minister, or in any manner the Church Council may consider most advisable for the interests of the Church should the nett proceeds from the Bataly Estate sink as low as £200 stg., this payment shall cease, but again be resumed if the revenue pass beyond this sum - I also desire that from the proceeds of Bataly Estate a yearly sum of five pounds (£5) stg. be paid to my servant Louisa during her life.

20

30 I give devise and bequeath my property of St. Aroment in the parish of St. George of this Island to Dr. H.A.A. Nicholls, with dwelling house and furniture contained therein and all other buildings etc etc on said Estate I also bequeath to Dr. Nicholls, the remainder of my lease from the Government, of the garden lot house and premises.

40 I give and bequeath the following legacies to the persons hereinafter mentioned that is to say, - to Peter Davis Riviere, the manager of Bataly Estate five hundred pounds stg. (£500). To the Honbl. William Stedman fifty pounds stg. - to my Godson John Gellion Macintyre one hundred pounds (£100) stg. the said sum to be paid to his father william Macintyre to be held

Exhibits

## Exhibit 10

Will of John  
Imray  
(Book of Wills  
No.19 Folio  
556)

20th December  
1879



EXHIBIT 11BOOK OF DEEDS F7 folios 863-866Exhibits

Exhibit 11

Book of Deeds  
F7 Folios  
863-866

22nd March 1916

THIS INDENTURE made the 22nd day of March in the year of Our Lord one thousand nine hundred and sixteen BETWEEN The Dominica Church Council incorporated by Act No. 5 of 1878 of the Presidency of Dominica in the Colony of the Leeward Island entitled "An Act to provide for the creation of a Corporate Body to represent the Church of England in this Presidency" of the One Part and William Hugh Macintyre of Wall Street New York, Banker, John Gollion Macintyre of Palm Cottage Roseau, Dominica Clerk, Eleanor Margaret Macintyre of Palm Cottage aforesaid Spinster, James Colin Macintyre of Hampstead Estate Dominica Planter, Georgina Celia Lockhart formerly Macintyre of Braeside Kings Hill, Dominica, Gerald Robert Macintyre of Wall Street New York, Banker, Annie Frances Macintyre of Mount Joy Estate, Dominica, Spinster and Henry Arthur Macintyre of Hongkong, Banker (hereinafter collectively referred to as the Purchasers) of the other part

Whereas by Indenture dated the 25th day of June 1912 and made between Mary Keith Imray therein described Elizabeth Cruickshank also therein described of the one part and The Dominica Church Council of the other part after reciting that John Imray Doctor of Medicine late of the Island of Dominica deceased was during his lifetime seised of the Batalie Estate in the Parish of Saint Joseph in the said Island for an estate in fee simple in possession and that the said John Imray died at Dominica aforesaid on the 22nd day of August 1880 having first made his last will and Testament which said Will was duly proved and recorded in the Probate Registry of the Supreme Court of the Leeward Islands at Dominica on the 4th day of September, 1880 and that by the said will the said John Imray devised one half share of the said Batalie Estate to his two sisters Elizabeth Imray and Margaret Imray as tenants in common in fee simple and that the said Margaret Imray otherwise Margaret Parteons Imray died at Stonehaven Scotland on the 7th day of November 1890 having first made her general

Exhibits

## Exhibit 11

Book of Deeds  
F7 Folios  
863-866

22nd March 1916  
(continued)

disposition mortis causa and testament dated the 11th day of November 1886 whereby she devised all her real and personal Estate to the said Elizabeth Imray, but that after the death of the said Elizabeth Imray on 31st December, 1906 writings purporting to be of a testamentary character in her handwriting were found by me of which bearing date the 14th of March 1901 the said Elizabeth Imray devised her share in the said moiety of the said Batalie Estate to the Dominica Church Council party hereto of the one part and reciting further that difficulties having arisen in connection with the said writings an action of multiple pouding was raised against the said Mary Keith Imray and others in the Court of Session Scotland with the result that the devise of the 14th of March 1901 to the said Dominica Church Council was upheld and declared by the said Court to be valid and that by a Decree of executory the said Mary Keith Imray and Elizabeth Cruickshank were appointed Executrices dalive qua next of kin of the said Elizabeth Imray after her death it was witnessed that in consideration of the premises the said Mary Keith Imray and Elizabeth Cruickshank as Executrixes of the said Elizabeth Imray, deceased did grant unto the said Dominica Church Council the said undivided moiety or half share of in and to the said Batalie Estate unto and to the use of the said Dominica Church Council upon trust that the said Dominica Church Council should administer the same for behoof of the St. George's Anglican Church in the said island of Dominica and Whereas by the said incorporating Act No. 5 of 1878 of Dominica the Dominica Church Council aforesaid is empowered to sell and dispose of all or any real or personal property of the Church of England in the island of Dominica aforesaid and Whereas the said Dominica Church Council hath agreed with the purchasers for the absolute sale to them of the said one undivided moiety of and in the said Batalie Estate

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NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of eight hundred and fifty pounds sterling paid to the said Dominica Church Council by the purchaser in equal shares (the receipt of which sum the said

50

Exhibits

Exhibit 11

Book of Deeds  
F7 Folios  
863-866

22nd March 1916  
(continued)

10 Dominica Church Council hereby acknowledges) the said Dominica Church Council doth hereby grant to the purchasers and their respective heirs all that the said undivided moiety or half share of and in the said Batalie Estate situate in the Parish of Saint Joseph in the Island of Dominica British West Indies Together with all and singular the rights members and appurtenances thereto belonging or in anywise appertaining and all the right title interest claim and demand whatsoever of the said Dominica Church Council in to and upon the same To Have And to Hold the said hereditaments and premises hereby granted or expressed so to be Unto and to the use of the purchasers their respective heirs and assigns forever in equal shares as tenants in Common and the said Dominica Church

20 Council doth covenant with the purchasers their respective Executors Administrators and assigns that the said Dominica Church Council shall and will from time to time and at all times hereafter at the request and costs of the purchasers their heirs or assigns do and execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said hereditaments and premises and every part thereof unto and to the use of the said

30 purchasers their heirs and assigns in manner aforesaid as may be reasonably required

IN WITNESS whereof the Dominica Church Council has caused its common seal to be hereto affixed the day and year first above written

THE COMMON SEAL OF THE )  
 DOMINICA CHURCH COUNCIL was ) (SEAL)  
 hereunto affixed in the )  
 presence of:- )

40 (Sgd) Harold Alford Nicholls

Secretary





Exhibits

EXHIBIT 25

Exhibit 25

Will of James Colin  
Macintyre

Will of James  
Colin Macintyre  
(Book of Wills  
No. 23 folio 549)

(BOOK OF WILLS NO. 23 folio 549)

27th March 1920

DOMINICA

This is the last Will and Testament of  
Mr. James Colin Macintyre of Hampstead  
Estate in the Island of Dominica, hereby  
revoking all former wills by me at any time  
heretofore made.

10

I give devise and bequeath all my estate  
real and personal which I may die possessed  
of or entitled to unto my wife Kathleen  
Annie Macintyre absolutely, and I appoint  
the said Kathleen Annie Macintyre Executrix  
and my brother John Gellion Macintyre  
Executor of this my Will.

Dated this 27th day of March, 1920.

(Sgd) J.C. Macintyre.

SIGNED by the Testator as  
his last Will and Testament  
in the presence of us, both  
present at the same time,  
who in his presence and in  
the presence of each other have  
hereunto set our names as  
witnesses: )

20

(Sgd) C.S. Kitching  
(Sgd) Marmaduke Theodore

\_\_\_\_\_

EXHIBIT 12BOOK OF DEEDS K7 folios 213-214DOMINICAExhibits

Exhibit 12

Book of Deeds  
K7 Folios  
213-2142nd August  
1923

10 This Indenture made the second day of August in the year of Our Lord One thousand nine hundred and twenty-three Between Gerald Robert Macintyre of the City of New York in the United States of America, banker (hereinafter called the Donor which expression wherever the context so allows includes his heirs personal representatives and assigns)

20 of the one part and Eleanor Margaret Macintyre, spinster, Georgina Celia Lockhart, nee Macintyre, married woman, and Annie Frances Macintyre, spinster, of the Town of Roseau in the Presidency of Dominica in the Colony of the Leeward Islands, British West Indies, (hereinafter called the Donees which expression wherever the context so allows includes their respective heirs personal representatives and assigns) of the other part whereas the Donor is seised in fee simple in possession free from incumbrances of one-eighth undivided share of and in the lands and hereditaments hereinafter mentioned and described and conveyed or expressed and intended so to be

And Whereas the Donor is desirous of granting and assuring all his said interest in the said lands to the Donees in manner hereinafter appearing

30 N O W THIS INDENTURE W I T N E S S E T H that the Donor as Beneficial Owner hereby freely and voluntarily, and without any valuable consideration, grants and conveys unto the Donees All That the estate and interest of the Donor in All That plantation or estate commonly known as the Batalie Estate situate in the Parish of St. Joseph in the said Presidency of Dominica and also in All

40 That plantation or estate commonly known as the Mount Joy Estate situate in the Parish of St. Paul in the said Presidency of Dominica To have and to hold the said hereditaments Together with all buildings thereon and all easements and appurtenances thereunto belonging unto And to the use of the Donees as tenants in common in fee simple

Exhibits

Exhibit 12

Book of Deeds  
K7 Folios  
213-214

2nd August  
1923  
(continued)

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

SIGNED SEALED AND DELIVERED )  
by the within designed )  
GERALD ROBERT MACINTYRE )  
before and in the presence )  
of:- )

Gerald Macintyre

(Sgd) W.B. Cherpond  
Colonial Bank  
5 South William Street  
New York, U.S.A.

10

and acknowledged before me:-

(Sgd) W.F. James  
British Pro Consul:

(Sgd) Charles Engel  
Notary Public, Kings County No. 139.

Certificate filed in N.Y. Co. No.175

Register's Office King's Co. No. 5062  
Register's Office N.Y. Co. No.5131

20

Commission Expires March 30, 1925  
59 Wall Street,  
New York. (L.S.)

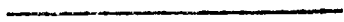


EXHIBIT 13BOOK OF DEEDS K7 folios 215-216DOMINICAExhibits

Exhibit 13

Book of Deeds  
K7 Folios  
215-216

2nd August 1923

THIS INDENTURE made the second day  
of August in the year of Our Lord One  
thousand nine hundred and twenty three  
B E T W E E N WILLIAM HUGH MACINTYRE of  
the City of New York in the United States of  
America Banker (hereinafter called the  
10 Donor which expression wherever the context  
so allows includes his heirs personal  
representatives and assigns) of the one part  
and ELEANOR MARGARET MACINTYRE Spinster  
GEORGINA CELIA LOCKHART nee Macintyre  
Married woman and ANNIE FRANCES MACINTYRE  
Spinster all of the Town of Roseau in the  
Presidency of Dominica in the Colony of the  
Leeward Islands British West Indies (herein-  
20 after called the Donees which expression  
wherever the context so allows includes their  
respective heirs personal representatives and  
assigns) of the other part

W H E R E A S the Donor is seised in  
fee simple in possession free from  
incumbrances of one-eighth undivided share of  
and in the lands and hereditaments hereinafter  
mentioned and described and conveyed or  
expressed and intended so to be And  
30 W H E R E A S the Donor is desirous of  
granting and assuring all his said interest  
in the said lands to the Donees in manner  
hereinafter appearing

N O W THIS INDENTURE W I T N E S S E T H  
that the Donor as Beneficial Owner hereby free  
by and voluntarily and without any valuable  
consideration grants and conveys unto the  
Donees All that estate and interest of the  
Donor in All that plantation or estate commonly  
40 known as the Batalie Estate situate in the  
Parish of Saint Joseph in the Presidency of  
Dominica And Also in all that plantation or  
Estate commonly known as the Mount Joy Estate  
situate in the Parish of St. Paul in the said  
Presidency of Dominica To have and to hold  
the said hereditaments Together With all  
buildings thereon and all easements and

Exhibits

Exhibit 13

Book of Deeds  
K7 Folios  
215-216

2nd August 1923  
(continued)

appurtenances thereunto belonging Unto  
And to the use of the Donees as tenants in  
Common in fee simple

I N W I T N E S S whereof the parties  
hereto have hereunto set their hands and  
affixed their seals the day and year first  
above written

SIGNED SEALED AND DELIVERED )  
by the within designed )  
WILLIAM HUGH MACINTYRE ) (Sgd) W.H.Macintyre 10  
before and in the presence )  
of:- ) (SEAL)

(Sgd) Gerald Macintyre  
Colonial Bank,  
3, South William Street,  
New York.

(Sgd) Charles Engel  
Notary Public,  
King's County No. 139

Certificate filed in N.Y. Co. No. 175 20  
Register's Office Kings Co. No. 5062  
Register's Office N.Y. Co. No. 5131  
Commission expires March 30, 1925

59 Wall Street,  
New York.

And acknowledged before me:-

(Sgd) W.F. James

British Pro Consul

(L.S.)

Examined with the original 30

(Sgd) E.H.E. Dalrymple  
Acting 1st Clerk.

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EXHIBIT 14BOOK OF DEEDS K7 folio 573DOMINICAExhibits

Exhibit 14

Book of Deeds  
K7 Folio 573

25th April 1924

THIS INDENTURE made the 25th day of April in the year of Our Lord one thousand nine hundred and twenty four B E T W E E N HENRY ARTHUR MACINTYRE of the City of Shanghai, in the Republic of China, Banker (hereinafter called the Donor, which expression  
10 wherever the context so allows includes his heirs personal representatives and assigns) of the one part and ELEANOR MARGARET MACINTYRE Spinster GEORGINA CELIA LOCKHART nee Macintyre Married woman and ANNIE FRANCES MACINTYRE Spinster all of the Town of Roseau in the Presidency of Dominica in the Colony of the Leeward Islands British West Indies (hereinafter called the Donees, which  
20 expression wherever the context so allows includes their respective heirs, personal representatibes and assigns) of the other part

W H E R E A S the Donor is seised in fee simple in possession free from incumbrances of one eighth undivided share of and in the lands and hereditaments hereinafter mentioned and described, and conveyed or expressed and intended so to be AND W H E R E A S  
30 the Donor is desirous of granting and assuring all his said interest in the said lands to the Donees in manner hereinafter appearing

N O W THIS INDENTURE W I T N E S S E T H that the Donor as Beneficial Owner hereby freely and voluntarily, and without any valuable consideration grants and conveys unto the Donees all that estate, and interest of the Donor in all that Plantation or Estate commonly known as the Batalie  
40 Estate situate in the Parish of St. Joseph in the said Presidency of Dominica, and also in all that Plantation or Estate commonly known as the Mount Joy Estate situate in the Parish of St. Paul in the said Presidency of Dominica To have and to hold the said hereditaments together with all buildings

Exhibits

Exhibit 14

Book of Deeds  
K7 Folio 573

25th April 1924  
(continued)

thereon and all easements and appurtenances  
thereunto belonging unto and to the use of  
the Donees as Tenants in common in fee simple.

I N W I T N E S S whereof the parties  
hereto have hereunto set their hands and  
affixed their seals the day and year first  
above written

SIGNED SEALED AND DELIVERED )  
by the within designed )  
HENRY ARTHUR MACINTYRE before ) (SEAL) 10  
and in the presence of:- )

(Sgd) H.A. Macintyre

And acknowledged before me

(Sgd) Stewart Rolle

British Vice Consul

(Seal of the British Consulate Shanghai)

Examined with the original

(Sgd) E.H.E. Dalrymple

First Clerk, Registrar's  
Office.



## EXHIBIT 32

Indenture - Angelina Roger and  
another to Howell Donald  
Shillingford

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Exhibits

Exhibit 32

Angelina Roger  
and Another to  
Howell Donald  
Shillingford

30th April  
1926

DOMINICA

THIS INDENTURE made the 30th day of  
April in the Year of Our Lord One thousand  
nine hundred and Twenty six B E T W E E N  
10 ANGELINA ROGER and LEONORA ROGER both of  
Morne Rchette in the Parish of St. Joseph  
in the Presidency of Dominica, spinsters  
(hereinafter called the Vendors, which  
expression wherever the context so allows  
includes their respective heirs personal  
representatives and assigns) of the one part  
and HOWELL DONALD SHILLINGFORD of the Batalie  
Estate in the said Parish of St. Joseph in  
the said Presidency of Dominica, Planter,  
20 (hereinafter called the Purchaser, which  
expression wherever the context so allows  
includes his heirs personal representatives  
and assigns) of the other part

W H E R E A S the Vendors are seised  
in fee simple in possession free from  
incumbrances of the lands, hereditaments and  
premises hereinafter described and conveyed  
or expressed and inteded so to be And  
30 W H E R E A S the Vendors have agreed to sell  
the said hereditaments to the Purchaser and the  
fee simple thereof in possession from from  
all incumbrances at the price of £24.

N O W THIS INDENTURE W I T N E S S E T H  
that in pursuance of the said agreement and in  
consideration of the said sum of Twenty four  
pounds Sterling (£24) by the Purchaser paid to  
the Vendors (the receipt whereof in full  
the Vendors and each of them hereby convey  
unto the Purchaser All that piece or parcel  
40 of land known as the Morne Rchette Estate  
situate in the Parish of St. Joseph in the  
Presidency of Dominica containing about  
thirty acres, more or less, and bounded  
as follows:- that is to say, Northerly  
by lands at Lagoon Bay the property of the  
Vendors; Southerly by the Batalie Estate



Exhibits

Exhibit 32

Angelina Roger  
and Another to  
Howell Donald  
Shillingford

30th April  
1926  
(continued)

Easterly by land of Thomas Toussaint and  
Edwin Prosper and Westerly by the Morne  
Rachette Village or howsoever otherwise  
the same may be bounded or butted, known,  
distinguished or described To have and to  
hold the said lands hereditaments and premises  
Together with all buildings thereon and all  
easements and appurtenances thereunto belonging  
And All the estate right, title, interest,  
claim or demand of the Vendors or either of  
them into or upon the same or any part thereof  
Unto And To The Use of the Purchaser in fee  
simple

10

I N W I T N E S S whereof the parties to  
these presents have hereunto set their hands  
and affixed their seals the day and year first  
above written

SIGNED SEALED AND DELIVERED )  
by the said ANGELINA ROGER ) (Sgd) A. Roger (L.S.)  
before and in the presence } 20  
of:-

(Sgd) Ivy J. Baptiste

SIGNED SEALED AND DELIVERED )  
by the said LEONORA ) (Sgd) L. Roger (L.S.)  
ROGER before and in the }  
presence of:-

(Sgd) Gerard R. Cools Lartigue



EXHIBIT 26  
WILL OF ANNIE F. MACINTYRE.

Exhibits  
Exhibit 26

DOMINICA

Will of Annie  
F. Macintyre  
(Book of Wills  
No. 24 Folio  
165)

5th September  
1931

THIS IS THE LAST WILL AND TESTAMENT  
of ANNIE FRANCES MACINTYRE of Palm Cottage  
Roseau, in the Island of Dominica.

10 I REVOKE all wills and testamentary  
disposition heretofore made by me. I APPOINT.  
my brother Gerald Robert Macintyre and my niece  
Doris Macintyre Harrison to be respectively  
Executor and Executrix of this my Will.

20 I GIVE DEVISE AND BEQUEATH my one-fourth  
share of and in the Batalie estate, its stock  
and appurtenances and any further share in  
the same to which I may hereafter become  
entitled to my sister-in-law Kathleen Annie  
Macintyre for the term of her lifetime, and  
after her death to my nieces Doris Macintyre  
Harrison and Sheila Ellis Lockhart their  
respective heirs executors, administrators and  
assigns as tenants in common in equal shares.

30 I GIVE DEVISE AND BEQUEATH my one-third  
share of and in the town property Palm Cottage  
aforesaid and its contents to my brother John  
Gillion Macintyre and my sister Eleanor Margaret  
Macintyre for the term of their joint lives,  
without impeachment of waste, and after the  
death of either of them to the survivor for  
life, and after the death of both of them to  
my niece Doris Macintyre Harrison her heirs  
executors, administrators and assigns.

I GIVE AND BEQUEATH to Brenda Clarice  
Rees Williams daughter of the late Dr.  
William Rees William formerly of "Bod G  
Wleyrn" Roseau the sum of one hundred and  
fifty pounds.

40 I DIRECT that any further balance of  
money of which I shall die possess shall  
after payment of my just debts and funeral  
and testamentary expenses, be divided equally

Exhibits

Exhibit 26

Will of Annie  
F. Macintyre  
(Book of Wills  
No. 24 Folio  
165)

5th September  
1931  
(continued)

between all such daughters of my said niece Doris Macintyre Harrison born during my lifetime as shall survive me, or if only one shall survive me, she shall take the whole fund. And I appoint the said Doris Macintyre Harrison to be trustee for the share of each such child until such child shall have attained the age of twenty one years.

I GIVE DEVISE AND BEQUEATH all property of whatsoever kind real, personal or mixed whether in possession, reversion, remainder or expectancy, not hereinbefore disposed of to Eileen Doris Harrison daughter of my said niece Doris Macintyre Harrison absolutely.

10

I N W I T N E S S whereof I have hereunto set my hand this fifth day of September 1931.

SIGNED PUBLISHED AND DECLARED  
by the said ANNIE FRANCES  
MACINTYRE as and for her last  
Will and Testament in the  
presence of us both being present  
at the same time who have  
attested and subscribed the same  
as witnesses in the presence of  
the testatrix and of each other

)  
)  
)  
) (Sgd) Annie  
) Frances  
) Macintyre  
)

20

(Sgd) Elfreda Shand

(Sgd) Frances B.B. Shand

In the Supreme Court of the Windward Islands  
and Leeward Islands. Colony of Dominica

30

A.D. 1941 (Probate)



EXHIBIT 15BOOK OF DEEDS Q7 folio 487No. 4676 of 1941DOMINICAExhibits

Exhibit 15

Book of Deeds  
Q7 Folio 487

31st May 1941

10 THIS INDENTURE made the 31st day of May  
in the year of Our Lord One thousand nine  
hundred and forty-one B E T W E E N ELEANOR  
MARGARET MACINTYRE and ANNIE FRANCES MACINTYRE  
as personal representatives of the Estate of  
John Gellion Macintyre, deceased; ELEANOR  
MARGARET MACINTYRE the said ELEANOR MARGARET  
MACINTYRE ANNIE FRANCES MACINTYRE and  
KATHLEEN ANNIE MACINTYRE as personal  
representatives of the Estate of James Colin  
Macintyre deceased GEORGINA CELIA LOCKHART and  
ANNIE FRANCES MACINTYRE all of the Town of  
Roseau in the Parish of St. George in the Colony  
of Dominica, Proprietors, (hereinafter called  
the Vendors which expression wherever the context  
20 so allows includes their heirs personal  
representatives and assigns) of the one part and  
HOWELL DONALD SHILLINGFORD of Dublanc in the  
Parish of St. Peter in the Colony of Dominica,  
Planter, (hereinafter called the Purchaser which  
expression wherever the context so allows  
includes his heirs personal representatives  
and assigns) of the other part  
W I T N E S S E T H

30 W H E R E A S John Gillion Macintyre,  
Eleanor Margaret Macintyre John Gellion  
Macintyre and Kathleen Macintyre as Executors  
of the Estate of James Colin Macintyre deceased  
Georgina Celia Lockhart and Annie Frances  
Macintyre were well seised and possessed in  
uncumbered fee simple in possession of all  
that Estate known as "Batalie" situate in the  
Parish of St. Joseph in the Colony of Dominica

40 AND W H E R E A S the said John Gellion  
Macintyre died on the 6th day of April, 1937  
and by his last will and Testament bearing  
date the 6th day of September, 1930, and duly  
recorded in the Probate Registry of this  
Colony in Book of Wills No. 23 folio 875  
appointed his sisters the said Eleanor  
Margaret Macintyre and Annie Frances Macintyre

Exhibits

Exhibit 15

Book of Deeds  
Q7 Folio 487  
31st May 1941  
(continued)

the Executrixes under his said last Will  
and Testament

AND W H E R E A S the said James Colin Macintyre died on the 27th day of August, 1930 and by his last Will and Testament dated the 27th day of March, 1920, and duly recorded in the Probate Registry of this Colony in Book of Wills No. 23 folio 549 appointed his wife Kathleen Annie Macintyre the Executrix and his brother the said John Gellion Macintyre the Executor of his said last Will and Testament.

10

AND W H E R E A S the Vendors are well seised and possessed in unincumbered fee simple in possession of the hereditaments and premises hereinafter more particularly mentioned and described and intended to be hereby granted and conveyed.

AND W H E R E A S the Vendors being so seised and possessed as aforesaid have agreed with the Purchaser for the absolute sale to him of the said hereditaments and premises and the fee simple thereof in possession free from incumbrances (save and except the Proviso hereinafter contained) at and for the price or sum of One thousand eight hundred Pounds sterling (1800.0.0.)

20

N O W THIS INDENTURE W I T N E S S E T H that in pursuance of the said agreement and for and in consideration of the sum of One thousand eight hundred pounds sterling (£1800.0.0.) in hand well and truly paid by the Purchaser to the Vendors in full at or before the sealing of these presents (the receipt whereof the Vendors do and each of them doth hereby acknowledge) the vendors as beneficial owners do hereby grant and convey unto the Purchaser all that Estate lands and premises known as the "Batalie" Estate together with the Kings' Three Chains containing 652 acres the said Estate being butted and bounded as follows, that is to say: on the North by land of H.D. Shillingford; on the East by the Batalie River and land of Celestin; on the South by the Public Road and land of Peter Larocque; and on the West by

30

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Exhibits  
Exhibit 15  
Book of Deeds  
Q7 Folio 487  
31st May 1941  
(continued)

10 the sea be the same more or less or howsoever otherwise the same may be butted or bounded known distinguished or described To Have and To Hold the same together with all easements and appurtenances thereto belonging and all the estate right title and interest of the Vendors in to or upon the same or any part or portion thereof unto and To The Use of the Purchaser in fee simple free from incumbrances save and except that the Purchaser shall in every year pay to the Dominica Church Council the sum of Ten pounds (£10) should the Nett Proceeds of the said Estate amount to the sum of Two Hundred Pounds or more in that year.

20 AND IT IS HEREBY AGREED AND DECLARED that the usual qualified covenants on the part of the Vendors for the right to convey, for quiet enjoyment, for freedom from incumbrances (save and except that which is herein before mentioned) and for further assurances are intended to be implied from the use of the expression "Beneficial Owners" in these presents as if Section 76 of the Law of Property Act, 1925 (15 Geo. V.C. 20) now in force in England -- re -- enacting the Conveyancing Act 1881 (44 & 45 Vict. C.41) were in force and applicable to Conveyances made in or relating to land situated in Dominica.

30 I N W I T N E S S whereof the Vendors have hereunto set their hands and affixed their seals the day and year first in the beginning written

40	SIGNED SEALED AND DELIVERED by the above named ELEANOR MARGARET MACINTYRE and ANNIE FRANCES MACINTYRE personal representatives of John Gellion Macintyre deceased; ELEANOR MARGARET MACINTYRE ELEANOR MARGARET MACINTYRE ANNIE FRANCES MACINTYRE and KATHLEEN ANNIE MACINTYRE personal representatives of James Colin Macintyre deceased; GEORGINA CELIA LOCKHART and ANNIE FRANCES MACINTYRE before and in presence of:-  WITNESSES: Reginald W. Beaven, Rector Eleanor Augusta Blanchard 31st May 1941	) ) Eleanor Margaret ) Macintyre (L.S.) ) Annie Frances ) Macintyre (L.S.) ) Eleanor Margaret ) Macintyre (L.S.) ) Eleanor Margaret ) Macintyre (L.S.) ) Annie Frances ) Macintyre (L.S.) ) Kathleen Annie ) Macintyre (L.S.) ) Georgina Celia ) Lockhart (L.S.) ) Annie Frances Macintyre (L.S.)
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