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In the Privy Council.

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ON APPEAL
FROM THE COURT OF APPEAL, MALTA.

BETWEEN

ANTONIO GRECH & OTHERS
(Plaintiffs) Respondents.

AND

EMMANUELE GRECH & OTHERS
(Defendants) Appellants.

In the Privy Council.

**ON APPEAL FROM THE COURT OF APPEAL,
MALTA.**

BETWEEN
ANTONIO GRECH & OTHERS
(Plaintiffs) Respondents.
AND
EMMANUELE GRECH & OTHERS
(Defendants) Appellants.

UNIVERSITY OF LONDON
W.C.1.

21 JUL 1953

INSTITUTE OF ADVANCED
LEGAL STUDIES

RECORD OF PROCEEDINGS

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In the Privy Council.

**ON APPEAL FROM THE COURT OF APPEAL,
MALTA.**

BETWEEN
ANTONIO GRECH & OTHERS
(Plaintiffs) Respondents.

AND
EMMANUELE GRECH & OTHERS
(Defendants) Appellants.

RECORD OF PROCEEDINGS

DOCUMENTS

Translation

No. 1.

Writ-of-Summons.

**No. 1
Writ-of-
Summons.**

Writ-of-Summons No. 400/1946

IN H.M. COMMERCIAL COURT
Filed by E. G. Caruana Scicluna
L.P. with one Exhibit, this Thirty-
first October, 1946.
(sd.) J. N. Camilleri, D/Regr.

GEORGE VI

By the Grace of GOD, King of Great Britain, Ireland,
and the British Dominions beyond the Seas, Defender
of the Faith, Emperor of India.

BY OUR COMMAND, at the suit of Antonio, Paolo, Carmelo,
Emmanuele, Lucy, Giuseppa, the wife of Carmelo Bonello, Barbara,
the wife of Carmelo Baldacchino, and Dolores, the wife of Joseph
Mullet, brothers and sisters Grech, the wives acting with the consent
and concurrence of their respective husbands — YOU SHALL

No. 1
Writ-of-
Summons.
—continued

SUMMON — Emmanuele Grech, and Carmelo, Joseph, Mary, the wife of Alfred Lanzon, Amelia, the wife of Joseph Zammit Bonnett A. & C.E., Doris, the wife of Joseph Mifsud, Frank, and Walter, a minor, the last-named represented by his Mother, Marianna, the widow of Alfred Debono, brothers and sisters Debono, the wives acting with the consent and concurrence of their respective husbands; — to appear before this Court at the Sitting to be held on the Third December, 1946 at 9 a.m.

And there; — every necessary declaration being prefaced and any expedient direction being given;— 10

Whereas by contract enrolled in the Records of Notary Giovanni Azzopardi on the 25th April, 1932 (Exh. "A"), the Plaintiffs, and the other heirs of Vincenzo and Barbara Grech, appointed the Defendant Emmanuele Grech and the late Alfred Debono administrators of the good-will and leasehold of the Cinema Savoia at No. 5, and of the Wines and Spirits shop at No. 4, Piazza Sant'Anna, Sliema, together with the overlying premises, then used as a Club, and together with the effects and equipment thereof — which, since converted into The Majestic Theatre by Emmanuele Grech and Alfred Debono, comprised and still comprise the joint estate of the said Vincenzo and Barbara Grech, who died, respectively, on the 23rd June, 1929 and the 5th October, 1913; — and whereas, on the death of Alfred Debono, which took place on the 1st March, 1942, the cinematograph and wines and spirits shop continued to be administered by Emmanuele Grech, jointly with the Defendant Carmelo Debono, personally as well as on behalf of the other Defendants, his brothers and sisters, who likewise succeeded to the estate of Alfred Debono; — and whereas, during the period from 25th April, 1932, the date on which the aforesaid contract was entered into, to the present day, no account was ever rendered to the Plaintiffs in respect of the administration of the cinematograph and shop above-mentioned, either by the late Alfred Debono, or by the Defendant Emmanuele Grech or the other Defendants, brothers and sisters Debono — notwithstanding service of a Judicial Letter dated 2nd August, 1946; — said Defendants to shew cause why an Order should not be made directing them to render to the Plaintiffs, within such time as shall be established by the Court, a true and faithful account of their administration of the cinematograph and shop aforesaid during the period from 25th April, 1932 to the present day—in terms of article 289 et seq. of the Laws of Procedure; — and, in default, why the Plaintiffs should not be authorized themselves to present a duly sworn statement of accounts according to law. 20 30 40

With Costs, including the Costs of the Judicial Letter dated 2nd August, 1946.

You shall summon said Defendants so that a reference to their oath may be made.

No. 1
Writ-of-
Summons.
—continued

You shall further give notice to the Defendants that if they want to contest the claim, they must, not later than two working days previous to the day fixed for the hearing of the case, file a Statement of Defence according to law, and that, in default of such Statement of Defence within the period aforesaid, and of their appearance on the day and at the hour and place aforesaid, the Court will proceed to deliver judgment on the action of the Plaintiffs on the said day, or any
10 subsequent day, as to the Court may seem fit.

And after service by the delivery of a copy hereof to said Defendants, or their Agents according to law, or upon your meeting with any obstacle in the said service, you shall forthwith report to the Court.

Given by Our aforesaid Commercial Court.

Witness Our faithful and well-beloved the Honourable Mr. Justice A. J. Montanaro Gauci, Doctor of Laws, Judge of Our said Court.

This Second November, 1946.

(Signed) A. J. MONTANARO GAUCI.

No. 2.

Plaintiffs' Declaration.

No. 2
Plaintiffs'
Declaration.

20

In H.M. Commercial Court.

Antonio Grech and Others

vs.

Emmanuele Grech and Others

Plaintiffs' Declaration.

Respectfully sheweth:—

By contract enrolled in the Records of Notary Giovanni Azzopardi on the 25th April, 1932, the Plaintiffs who, with the exception of Giuseppe Bonello, were still minors at the time, and who, therefore, were
30 represented by their mother, Ersilia, the widow of Francesco Grech, together with the other heirs of Vincenzo and Barbara Grech (the grandparents of the Plaintiffs), appointed Emmanuele Grech and Alfred Debono (two of the aforesaid heirs of Vincenzo and Barbara Grech), administrators of the good-will and leasehold of the Cinema Savoia at No. 5, and of the wines and spirits shop at No. 4, Piazza Sant' Anna, Sliema, together with the overlying premises, which were then used as a Club — property which Emmanuele Grech and Alfred Debono subsequently converted into what is now known as the Majestic Theatre.

No. 2
Plaintiffs'
Declaration.
—continued

In terms of the contract above-mentioned, the administrators had to render accounts every quarter. This notwithstanding, they never did so. At the outset, they made some payments to the heirs of Vincenzo and Barbara Grech. Then, of their own accord, and without the consent or authorisation of anyone concerned, they started paying the heirs aforesaid a small fixed amount — still without ever rendering accounts. They have followed this practice to this day. The Plaintiffs themselves, however, have never been paid anything by the administrators.

On the death of Alfred Debono, his son, Carmelo, on his own behalf and also on behalf of his brothers and sisters, took up the administration in question, and, together with the Defendant Emmanuele Grech, he is still administering the business and cinematograph. 10

Wherefore the Plaintiffs are seeking an Order directing the Defendants to render an account of their administration of the concern.

Witnesses:—

1. The Plaintiffs — to give evidence in substantiation.
2. The Defendants — so that a reference to their oath may be made.
3. Ersilia Grech, Paolo Grech, Giuseppa Grech and Elena Grech —to confirm in evidence that the Defendants have never rendered an account of their administration and that they are still administering 20 the business and cinematograph.

(Signed) J. SALOMONE REYNAUD, Advocate
,, E. G. CARUANA SCICLUNA, L.P.

No. 3
List of
Exhibits

No. 3. List of Exhibits.

In H.M. Commercial Court.

Antonio Grech and Others
vs.
Emmanuele Grech and Others

Plaintiffs' Minute

30

The Plaintiffs hereby produce the following document, *animo ritirandi*:—

Exhibit A. — Contract enrolled in the Records of Notary Giovanni Azzopardi on the 15th April, 1932.

(Signed) J. SALOMONE REYNAUD, Advocate
,, E. G. CARUANA SCICLUNA, L.P.

Statement of Defence — 1.

In H.M. Commercial Court

Antonio Grech and Others
vs.
Emmanuele Grech and Others

The Statement of Defence of the Defendant Emmanuele Grech.

Respectfully sheweth:—

10 An agreement was entered into between the Plaintiffs and all the other heirs of Vincenzo and Barbara Grech, and it was therein stipulated that the Plaintiffs be paid the sum of eight shillings per day in recompense of their rights respecting the premises mentioned in the Writ-of-Summons.

That amount of compensation has been regularly paid to the Plaintiffs as shown by the respective receipts.

It follows therefore that the Defendant is under no obligation to render any accounts whatsoever.

Without prejudice to other pleas.

20 (Signed) A. MAGRI, Advocate
„ G. MANGION, L.P.

This Twenty-seventh November, 1946.

Filed by G. Mangion L.P. without Exhibits.

(Signed) J. MICALLEF,
D/Registrar.

The Declaration of the Defendant Emmanuele Grech.

Following the contract referred to in the Writ-of-Summons, the parties succeeding to the inheritance of Vincenzo and Barbara Grech entered into an agreement whereby they were to be paid the sum of eight shillings per day in respect of their rights in the concern in question.

No. 4
Statement of
Defence — 1
—continued

In actual fact, that sum of eight shillings per day has been paid to them for the last 9 years, and the Plaintiffs have always taken their share without raising any objection — either before or after attaining their majority. At the time the agreement was entered into, the business showed very little profit and the heirs greatly benefited by the transaction. So far as the Plaintiffs are concerned, however, it would seem that they have now come to consider it possible for them to secure a higher recompense than that payable to them under the agreement — a view which is not shared by the other parties who still adhere to the agreement in question.

10

(Signed) A. MAGRI,
Advocate.
„ G. MANGION,
Legal Procurator.

Witnesses: —

(1) The Defendants—to give evidence in substantiation of the foregoing.

(2) Paolo Grech; (3) Giuseppe Grech; (4) Elena Camilleri; (5) Marianna *sive* Maria Psaila; (6) Paolo Grech; (7) all the other heirs of Vincenzo and Barbara Grech — to give evidence respecting the agreement as regards payment of compensation at the rate of eight shillings per day.

(8) The Plaintiffs — so that a reference to their oath may be made.

(Signed) A. MAGRI,
Advocate.
„ G. MANGION,
Legal Procurator.

No. 5
Statement of
Defence — 2

No. 5.
Statement of Defence — 2.

30

In H.M. Commercial Court

Antonio Grech and Others
vs.
Emmanuele Grech and Others

The Statement of Defence of the Defendants Carmelo, Joseph, Mary, the wife of Alfred Lanzon, Amelia, the wife of Joseph Zammit Bonett A. & C.E., Doris, the wife of Joseph Mifsud, and Frank, brothers

and sisters Debono — the wives acting with the consent and concurrence of their respective husbands; and Marianna Debono, in her capacity as Tutrix on behalf of her son Walter, a minor.

No. 5
Statement of
Defence — 2
—continued

Respectfully sheweth:—

Following the contract enrolled in the Records of Notary Azzopardi, referred to in the Writ-of-Summons, the contending parties, together with the other heirs of Vincenzo Grech, came to an agreement whereby they were to be paid the sum of eight shillings per day in respect of all their rights in the business (inclusive of the respective licences) owned
10 by the late Vincenzo Grech.

Since then, the other Defendant in the case, Emmanuele Grech, who took charge of the arrangement, has regularly paid out that amount of compensation to all the parties concerned, the Plaintiffs included.

It was only to help the Defendant Grech that the Defendant Carmelo Debono undertook on occasion to pay out the various amounts — and he was not then acting either in succession to his father or on behalf of his father's successors.

In the circumstances, therefore, the Defendants are in no way
20 bound to render accounts and the Plaintiffs should be non-suited.

Alternatively — if the foregoing plea fails — Plaintiffs' claims should be dismissed on the ground that they have received their share of the amount of compensation agreed upon in respect of the businesses in question — something which amounts to a rendering of accounts and to acceptance thereof.

Without prejudice to other pleas.

(Signed) JOS. XUEREB,
Advocate.

„ G. SCHEMBRI,
Legal Procurator.

30

The Twenty-ninth November, 1946.

Filed by G. Schembri L.P. without Exhibits.

(Signed) J. N. CAMILLERI,
D/Registrar.

The Declaration of the Defendants Debono, and of Marianna Debono in her capacity as Tutrix on behalf of her son Walter, a minor.

Following the contract of the 25th April, 1932, all the heirs of Vincenzo Grech, including all the contending parties in the present case, or

No. 5
Statement of
defence — 2.
—continued

their predecessors, agreed that the Defendant Emmanuele Grech, together with the late Alfredo Debono, the father of the above-named Defendants, should pay to the heirs of Vincenzo Grech, themselves included, the sum of 8/- per day in requital of all their rights in the concerns referred to in the Writ-of-Summons, inclusive of the respective licences.

That sum was duly and regularly paid by the Defendant Grech to all the parties concerned. Actual payment of the amount due was made by Defendant Grech's elder brother, Carmelo Grech, and, later, following the death of Carmelo Grech, the Defendant Emmanuele Grech was helped for a time by the Defendant Carmelo Debono who, however, never assumed any obligations to that end towards the heirs of Vincenzo Grech. 10

According to the Defendant Grech, the Plaintiffs always received payment of the amount due to them under the agreement.

Witnesses:—

1. The Defendants — to give evidence in substantiation.
2. The other contending parties — to give evidence in substantiation and so that a reference to their oath may be made.
3. All the heirs of Vincenzo Grech, or members of their family — 20 particularly those named in Plaintiffs' List of Witnesses at No. 3. — To give evidence as regards the agreement above-mentioned and the payments made thereunder.

(Signed) JOS. XUEREB,
Advocate.

„ G. SCHEMBRI,
Legal Procurator.

No. 6
The Evidence
of the Defen-
dant Emma-
nuele Grech

No. 6.

The Evidence of the Defendant Emmanuele Grech

In H.M. Commercial Court

Twenty-first March, 1947.

30

Emmanuele Grech, Defendant, states on oath:—

We made the agreement in 1932. The premises included a shop, a 'silent' cinematograph and what might be described as a club upstairs. The shop was kept closed — in fact, we had reached such a critical stage

that we could not even pay the rent. We therefore decided, Alfred Debono and I, to take over the premises at eight shillings per day and to pay the rent ourselves; and we decided to do this so as to turn the place into a shop and a Talkie. We approached the parties concerned, that is to say, his brother and sisters, and they signed an instrument accepting eight shillings per day. My brother Carmelo used to draw up the Statements showing the payments made. Later, the statement used to be made out by someone else and now I do it myself. I used to give my brother Carmelo £36 every quarter and he would then distribute the

10 money. He used to send for us and pay each one of us his or her share of eight shillings per day. Ersilia Grech then came in for her share on behalf of another child of the family. The sum of £36 per quarter was paid out to 7 brothers and sisters; and it is still so being paid to us to this day. We had drawn up an agreement in writing — an instrument under private signature which, I think, was made out by Dr. Magri. I have the statements I have mentioned, showing that we received that sum from Alfred Debono. I have the documents at home. These statements were signed by all the brothers and sisters, each in respect of his or her share. I have one of these statements by me, showing how the

20 money was paid out — and I have others at home. This arrangement has lasted for the past 14 years — nearly 15 years in fact. At first, the money was given to my brother Carmelo to pay out, and then to his son, Giuseppe Grech; later, it was paid by various other people. Finally, on the death of Alfred Debono, I myself took the matter in hand. When we undertook to pay the rent ourselves, the landlords assented. Yes, with their permission — otherwise they would not have signed the later statements. We had reached the critical stage I mentioned before and my brother-in-law told me I should take over the place myself as it was no use to him at all. Then Debono suggested I should approach God-

30 frey Caruana and find out whether they were willing to come into partnership. Godfrey and Walter Caruana came to see the place. We explained to them what we wanted to do — to pull down the place and rebuild it. But they considered it too great an expense and they refused to consider the proposed partnership. Later, I decided to approach the proprietors of the Cinema "Axisa" (now "Alhambra") with the same end in view. I got into touch with them and I told Edgar Baldacchino that the Caruanas had proposed to come in with us and set up a partnership — which however was untrue. I then suggested to him that we should form a partnership between us for the remaining 8 years of

40 the contractual period, and I added that, if we failed to come to terms with Axisa, we would reorganize our own place. He then wanted to know what he would get out of the deal, and I do not remember whether I gave them £1000 or £500 — out of our own money and not out of the

No. 6 money of the various brothers and sisters. We paid this premium to
 The Evidence of the Defendant Emmanuele Grech —continued them so as to form the partnership between us. We duly entered into partnership with the Axisas, agreeing with them to reconstruct the premises. They would not however undertake the venture for the remaining 8 years of the contractual period and we therefore extended that period to 16 years and increased the rent. The increase in rent was paid by the partnership, myself included. The present of 8 years rent at the increased rate was paid by us. The family had nothing to do with it. I made it a condition that the Grech family should be paid 8/- so long as and until the place was run by us. And I have always paid them that sum of 8/- a day. 10

CROSS-EXAMINATION

No, the period of the lease had not expired when we signed the contract with Baldacchino. The lease had yet to run for 8 years. Everything is recorded in writing.

The shop was provided with a Police licence, but I do not remember in whose name. The Police would know. I think it was in my own name. I remember it was made out to the name of Francis Grech, then it was taken over by Grace Clarke and then again by one Paolo Vella — or perhaps first by Vella and then by Grace Clarke. It was let at 6/- per day. 20

I do not know whether the licence was endorsed to my name on the death of Francis Grech. However, it has always been held by the Grech family. The licence is not my own. In the contract we have between us, the licence is referred to as belonging to the Grech family — and I am one of them.

Alfred Debono and I were the joint administrators of the concern. On his death, Alfred Debono was succeeded by his son, Carmelo, who is still there administering the business.

Q. When was the contract drawn up?

30

A. I cannot say exactly. It was in 1931 or 1932 — or perhaps 1933. I believe Carmelo Grech had a copy, but he too is dead now.

The partnership with Baldacchino was entered into by us in our own name — Alfred Debono and Emmanuele Grech. We were and still are the administrators of the business on behalf of all concerned, my brothers and sisters included. They have always agreed to it. One only objected, and that since the present lawsuit came on. The "Majestic" is fitted out as a "Talkie."

Q. Did you, in the contract with Baldacchino, undertake to bring into the partnership, as your contribution, or subscribed share, the Majestic Theatre?

No. 6
The Evidence
of the Defen-
dant Emma-
nuele Grech
—continued

A. I do not remember. I would suggest reference to the contract itself. I remember that afterwards I made a contract with the proprietors.

Q. Do you remember that when you made that contract it was your own holding that you brought into the partnership — and that you did not appear therein in your capacity as administrators?

10 A. Yes. Dr. Pace told us it was unnecessary.

(Signed) EM. GRECH

Read over to the witness.

(Signed) J. DINGLI,

D/Registrar.

No. 7.

Defendants' Minute

No. 7
Defendants'
Minute

In H.M. Commercial Court.

Antonio Grech and Others

vs.

Emmanuele Grech and Others

20

The Defendants hereby produce the document referred to in the evidence given this day by Emmanuele Grech.*

(Signed) A. MAGRI,

Advocate.

The Twenty-first March, 1947.

Filed at the Sitting by Dr. A. Magri with one Exhibit.

(Signed) J. DINGLI,

D/Registrar.

* Exhibit "No. 22".

No. 8
Plaintiffs'
Minute

No. 8.
Plaintiffs' Minute.

In H.M. Commercial Court.

Antonio Grech and Others
vs.
Emmanuele Grech and Others.

Plaintiffs' Minute.

The Plaintiffs hereby produce the annexed documents, being the Birth Certificates of the Plaintiffs Antonio, Paolo, Carmelo, Emmanuele, Lucy, Giuseppa, Barbara and Dolores Grech (Exhibits A, B, C, D, E, F, G and H). 10

(Signed) J. SALOMONE REYNAUD,
Advocate.

The Twenty-seventh May, 1947.

Filed at the Sitting by Dr. J. Salomone Reynaud with Eight Exhibits.

(Signed) J. DINGLI,
D/Registrar.

No. 9
The Minute
of the Defen-
dant Emma-
nuele Grech

No. 9.
The Minute of the Defendant Emmanuele Grech 20

In H.M. Commercial Court.

Antonio Grech and Others
vs.
Emmanuele Grech and Others

The Minute of the Defendant Emmanuele Grech.

The Defendant Emmanuele Grech hereby produces the annexd documents, being (1) the statements of account which were regularly rendered to the Plaintiffs and which the Plaintiffs accepted, covering the period prior to the transfer of the lease to Grech and Debono, as well as the period subsequent thereto (Exhibits Nos. 1 to 3 and Nos. 4 to 39, respectively); and (2) deed showing that the lease was transferred after the 30

termination of the lease held by the Grech family, which was running at the time the contract was signed (Exhibit No. 40). — All documents produced *animo ritirandi*.

No. 9
The Minute
of the Defen-
dant Emma-
nuele Grech
—continued

(Signed) A. MAGRI,
Advocate.

The Twenty-seventh May, 1947.

Filed at the Sitting by the Defendant Emmanuele Grech with Forty Exhibits.

10

(Signed) J. DINGLI,
D/Registrar.

No. 10.

**The Further Evidence of the Defendant
Emmanuele Grech**

No. 10
The Further
Evidence of
the Defendant
Emmanuele
Grech

In H.M. Commercial Court.

Twenty-seventh May, 1947.

The Defendant, Emmanuele Grech, states on oath:—

The statements I have produced to-day are the statements made by my elder brother Carmelo Grech. He told me he wanted to make out these statements himself so as to have everything in order. They were sent to and signed by the parties concerned. They were at liberty to take a copy of the statements if they so wanted. The statements show the payments that were made at the rate of 8/- per day in terms of the agreement between us.

Read over to the witness by the Stenographer.

(Signed) J. DINGLI,
D/Registrar.

No. 11
Plaintiffs'
Application

No. 11.
Plaintiffs' Application.

In H.M. Commercial Court.

Antonio Grech and Others.
vs.
Emmanuele Grech and Others.

Plaintiffs' Application.

Respectfully sheweth:—

That the above case stands adjourned to the 19th June, 1947, and judgment is due to be given on that date. 10

That, at the Sitting held on the 27th May, 1947, the parties produced a number of documents.

That, among the documents produced, the Plaintiffs have been unable to find the instrument respecting the agreement which, as the Defendants allege in their Statement of Defence, was drawn up between the heirs of Vincenzo and Barbara Grech.

That the Plaintiffs have reason to believe that Defendants' failure to produce that instrument is due to the fact that no such instrument was ever signed either by them personally or by their mother on their behalf.

That, in fact, in 1932, when that instrument was drawn up, the Plaintiffs themselves were still minors — with the exception of Giuseppa Bonello, who was of age and married at the time — and their mother could not have signed the instrument without the authorization of the Court. 20

Wherefore the Plaintiffs respectfully pray that this Court may be pleased to suspend pronouncing judgment in the case in order that they and their mother, and the witnesses on their behalf, may give evidence in substantiation of the foregoing as well as in substantiation of the fact that they never received any money from the Defendants or entered into any such agreement as that suggested. 30

(Signed) J. SALOMONE REYNAUD,
Advocate.

„ E. G. CARUANA SCICLUNA,
Legal Procurator.

The Twenty-ninth May, 1947.

Filed by E. G. Caruana Scicluna L.P. without Exhibits.

(Signed) A. GHIRLANDO,
D/Registrar.

No. 12.
Decree granting Application.

No. 12
Decree
granting
Application

HIS MAJESTY'S COMMERCIAL COURT

Judge:

The Honourable Mr. Justice A. J. Montanaro Gauci LL.D.

The Court,

Upon seeing the Application.

Allows the demand and orders that service be made upon the Defendants.

10

This 29th May 1947.

(Signed) J. MICALLEF,
D/Registrar.

No. 13.
The Evidence of Elena Camilleri

No. 13
The Evidence
of Elena
Camilleri

In H.M. Commercial Court

Twenty-seventh June, 1947.

Elena Camilleri, produced by the Plaintiffs, states on oath:—

Once I met my sister, Marianna Debono, and she told me that Zammit wanted to turn us out of the place because we had no further
20 right to it. So I said to her: "What do you mean we have no further
right to it? What about my husband and my brother? Why don't they
speak up?" I then talked the matter over with my son Frank. He,
Frank, had a copy of the contract made out; and he told me later there
was nothing to worry about and that I had every right to the place. Some
time later, Ersilia Grech came to see me, and she told me that my brother,
Emmanuele Grech, had made us party to a fraudulent contract
and that he had it in his power to turn us out whenever he wanted. She
said that Emmanuele Grech had deceived everybody. She added how-
ever that he respected her and that he had made an exception in her
30 favour. Ersilia Grech is still living. I spoke to my brother about it the

No. 13
The Evidence
of Elena
Camilleri
—continued.

first time he came to see me. I repeated to him what Ersilia Grech had told me and he merely replied that the woman hated us. He told us it was a fact there was an instrument that entitled him to turn us all out. He said it had been drawn up for him by a lawyer. He added that Ersilia Grech had not signed it and that another daughter of the family had not signed it either. I said to him: "So you have cheated us!" He replied: "That's business!"

I get a little over £4 for my share.
Elena Camilleri — Her Mark.

Read over to the witness.

10

(Signed) J. N. CAMILLERI,
D/Registrar.

7/7/47.

No. 14
The Evidence
of Ersilia
Grech

No. 14.
The Evidence of Ersilia Grech

In H.M. Commercial Court.

Twenty-seventh June, 1947.

Ersilia Grech, produced by the Plaintiffs, states on oath:—

I am the mother of the Plaintiffs. My late husband used to keep a shop at Piazza Sant'Anna. The shop was communicated with the Cinematograph. We had the shop for about a year and three months. Then my husband fell seriously ill. When he was at death's door, his brother, Emmanuele Grech, asked me to give him the keys of the shop; and I gave him the keys. My husband died the following day. Two or three days after, Emmanuele Grech gave me back the keys and suggested I should go and open the shop. He told me to remember that I had to provide for ten children. Some time later, an Inspector of Police, Pillow by name, who is now dead, came to see me. He told me to close the shop as he had something to tell me. When I had closed the shop, Inspector Pillow told me to give him the licence, adding that they were trying to cheat me. I did not know anything about the licence. So he asked me to let him look for it and I agreed. When he found it, he took it away with him, saying that he would have it endorsed to my own name that very same evening. The following day, a Police Sergeant came round and, following the usual practice, he enquired of the neighbours whether or not they objected to me as the new holder of the

20

30

licence. He then went to see Emmanuele Grech. The Police Sergeant called again and said that he had been told by Emmanuele Grech that, whether or not I took on the licence, he, Emmanuele Grech, would have me turned out all the same, for he would take out another licence in his own name — and that if I were obstinate and insisted on taking the licence, my children and I would suffer, for he would see to it that we starved. I believe the Sergeant was a Gozitan, Calleja by name—and I think he is still living. The following morning, Carmelo Grech, the brother of Emmanuele, came to see me. He said I should go with him

10 to the Police Station, explaining that they required my signature for the licence to be endorsed to his father and for me to be appointed substitute — thus making it possible for me to carry on the business. I believed him and I went with him to the Police Station. He took me in to see Inspector Busuttill. He told Inspector Busuttill that I was the widow of Emmanuele Grech and that he had brought me there so that the licence might be endorsed to his father, with myself as his father's substitute. The Inspector said that I was the recognised holder and that I could carry on; and so I signed. A few days later the wife of Emmanuele Grech called on me. She said to me: "See what you've done

20 now — they are going to turn you out." She added that she had told her husband: "Poor woman, you are driving her mad." I kept the shop open for a few days more, and then, one day, Emmanuele Grech and his brother Carmelo paid me a visit. They told me I had everything paid for and that I should have £2 in cash. I opened the purse and told them that all I had was £5. Then Mrs. Clarke came along, Emmanuele Grech removed the piano and the brothers told me that I had to leave as the shop had been taken over by Mrs. Clarke. I said to them: "Why have you cheated me? What have I done?" Emmanuele Grech replied: "Now go — we will discuss it later." He came to see me a few days later.

30 He told me: "Keep quiet, I am going to give you £3. 10. 0 a month and you can stay in your own home." And he then started giving me £3. 10. 0 a month. They told me that all the brothers and sisters had agreed to give me something out of their own share. In the meantime their father fell ill. A little later, the wife of Emmanuele Grech came to me and she advised me to go and see the old man. She said they had planned to withhold my payments of £3. 10. 0 a month if ever compelled to incur the expense of sending him to the Blue Sisters Hospital. So I went to see him. I should mention that, during this time, I was working, for I could not make both ends meet on £3. 10. 0 a month. When I went to

40 see their father, I found all the brothers and sisters in the house. They told me they were unable to look after him themselves and that they were prepared to come to some arrangement with me. They asked me whether I could nurse him myself, explaining that, otherwise, they

No. 14
The Evidence
of Ersilia
Grech
—continued.

No. 14 would not be able to keep up my payments of £3. 10. 0. I was told this
 The Evidence by Emmanuele Grech in the presence of all the brothers and sisters. I
 of Ersilia agreed to look after the old man. So I gave up my work, left the child-
 Grech ren of my eldest and went to stay with him. I stayed there for about 6
 —continued. months.

At that time, the premises overlying the shop were leased by their father as a club. One day, he sent me round to collect the rent, saying that otherwise they would not pay me my money. I asked the man in charge of the club to pay the old man, but he said he did not know me and that he would not pay me any money. 10

After that, no one gave me any more money and, eventually, I sought the help of the Advocate for the Poor.

The Advocate for the Poor sent a Judicial Letter to his father (Emmanuele Grech's father), but the old man died the same day.

Afterwards, Emmanuele Grech told me I should drop the proceedings in Court, pointing out that now that both the father and the mother were dead, the property devolved upon us all — and that I should therefore be well off.

Meantime, the Writ-of-Summons — respecting the case in which I had to appear — came out. Emmanuele Grech met me and said: 20
 "So you mean to carry on with the case." I replied that the Writ-of-Summons had been taken out some time before.

When the case came up for hearing, someone called out "Dolores Grech". I stayed where I was. Then Carmelo Grech came out and said: "Come out — it's all over." I explained that they had called out "Dolores Grech" and not "Ersilia Grech". Carmelo Grech said "Do as you please then."

I did not even know the name of my own lawyer.

Later, we all met, though I am not quite sure for what purpose — maybe to hear some Testament or contract read out. I heard Dr. 30
 Parnis telling Emmanuele Grech that he had to divide the profits and to render accounts — and that they had to make some extra payment to me. Thereupon, Emmanuele Grech allotted me 10/- a month, profits or no profits. And then they started giving me £4. 5. 0 every quarter. Carmelo Grech used to tell me: "Come for the money due to you from the shop." And I used to go for it and ask him whether the accounts were being drawn up and whether they were being seen by them. And he used to say: "Everything is in order, don't worry." They never gave me any accounts to see. Carmelo Grech, who used to give me the money, used to ask me to sign a paper stating that I had received 40
 £4. 5. 0.

Once, at the time when my daughter was employed with him, Emmanuele Grech sent home for the keys. My daughter was still in bed and so I took the keys to him myself. He then asked me whether my son was still employed at the Alhambra (in which he, Emmanuele Grech, had a share) and I told him that Debono's children had sent him away and that he was no longer there. Emmanuele Grech then said: "They have plenty of money — though Heaven knows what they would have done without me." He added: "But for me, they would not have employed my children, for whom they don't care very much." And he continued
 10 to say that he had always tried to help us. "See how true this is," he said. "I have a fraudulent contract by means of which my brother Giuseppe had tried to cheat me — but I showed it to a lawyer and he advised me not to sign it. I made all my brothers and sisters sign it and I deceived them all, you being the sole exception — for I did not give it to you to sign. If I wanted to, I could turn them out without giving them a single penny." Then I said to him: "Debono cheated me in the matter of the licence, and took it away from me; but he is dead now and the licence has once again reverted to us." To which he replied: "Yes, you are quite right."

No. 14
 The Evidence
 of Ersilia
 Grech
 —continued.

20

CROSS-EXAMINATION.

(*Dr. Magri*).

My father-in-law died after my husband. The shop run by my husband was his own. Previously, it was in the hands of one Paolo Vella. The licence was in my husband's name — Francesco Grech. It is not within my knowledge that, though made out in his name, the licence actually belonged to his father. The allotment of 10/- a month was put down in the contract. In actual fact, however, it was never paid to me. It is not within my knowledge that it was set down in the contract that they would pay me the sum of 10/- a month whether or not any
 30 profits were made. Emmanuele Grech and, I believe, his brother, Carmelo, besides myself, appeared in the contract. The sum of £3. 10. 0 was paid to me because they took away the shop from me. I never signed any receipt for that sum of £3. 10. 0 and I was never asked to sign a receipt for it. I used to give a receipt for the payment of £4. 5. 0. Now Emmanuele Grech has stopped paying me that amount. He said: "Against anyone who dares to take me to Court, I shall use the paper I have in my possession."

After we had been to Court, Emmanuele Grech sent the man Sapi-
 40 piano with the sum of £4. 5. 0 and a receipt book. I sent word to tell him that, once he had not given me the money before, I would not

No. 14
The Evidence
of Ersilia
Grech
—continued.

take it now — and that he could see my lawyer about it. He again sent Sapiano to ask me whether I would keep the money till Thursday, as he could not keep it himself. I replied: "Once he has kept it himself so far, he may well keep it a little longer; as for the rest, he should go and see my lawyer." He then lodged the money in Court. My idea is that he gave me the sum of £4. 5. 0 in the stead of the sum of £3. 10. 0 due in respect of the shop. I do not know whether the others received the same amount. They all live at some distance away from me. My eyesight is bad. I used to sign anyhow without using my spectacles. I have been wanting a pair of spectacles for a long time. I have never seen the others signing. They used to say they were getting some money, but they never mentioned the amount. I never asked them how much they were getting. They were all unfriendly to me. In fact, with some of them, I am not even on speaking terms. 10

(Signed) ERSILIA GRECH.

Read over to the witness.

(Signed) J. N. CAMILLERI,

D/Registrar.

No. 15
The Evidence
of the Plain-
tiff Giuseppa
Bonello

No. 15.

The Evidence of the Plaintiff Giuseppa Bonello 20

In H.M. Commercial Court.

Twenty-seventh June, 1947.

Giuseppa Bonello, Plaintiff, states on oath: —

I am married. Once, in connection with the inheritance from my grand-parents, I appeared in a contract together with my uncles and aunts. Neither Emmanuele Grech nor Alfred Debono ever paid me any money in respect of the premises in question. Emmanuele Grech used to pay my mother £4. 5. 0 every quarter. He paid her that money because he had taken the shop from her. Emmanuele Grech had turned her out of the shop and offered her £3. 10. 0 a month. He continued paying her that sum up to a certain time. I know it because I was still living with my mother at the time. I have been married 16 years. He never gave her the £3. 10. 0 in my presence. I know he paid her £3. 10. 0 in respect of the shop because I heard her say so on occasion. I have never been paid anything and I have never asked for anything. 30

I did not quarrel with my mother and I have never been paid any money. I do not know whether my mother used to sign a receipt for the money paid to her. I do not know whether the others were paid any money. My sister Lucia never brought me any money and never gave me any. I do not know of any money that had been drawn and that failed to be paid to me. I know only that the shop was my father's.

No. 15
The Evidence
of the Plain-
tiff Giuseppa
Bonello
—continued

CROSS-EXAMINATION.

I have never signed any agreement or appeared as a party to any agreement respecting any assignment.

10 Giuseppa Bonello — Her Mark.

Read over to the witness.

(Signed) J. N. CAMILLERI,
D/Registrar.

No. 16.

Plainiffs' Minute.

No. 16
Plainiffs'
Minute

In H.M. Commercial Court.

Antonio Grech and Others.

vs.

Emmanuele Grech and Others.

20 Plaintiffs' Minute.

The Plaintiffs hereby produce, *animo ritirandi*, the following documents:—

A. — Contract enrolled in the Records of Notary Giovanni Azzopardi on the 2nd February, 1925—establishing that the premises mentioned in the Writ-of-Summons were taken on lease by Vincenzo Grech for a period of 8 years obligatory and 8 years optional.

B. — Contract enrolled in the Records of Notary Dr. Ettore Francesco Vassallo on the 5th January, 1932, wherein the Defendants Emmanuele Grech and Alfredo Debono pledged themselves to use all the

No.16
Plaintiffs'
Minute
—continued

means in their power to secure the lease of the premises in question — subject to a penalty of One Thousand Pounds in case of default.

(Signed) J. SALOMONE REYNAUD,
Advocate.

The Eighteenth November, 1947.

Filed at the Sitting by Dr. J. Salomone Reynaud with two Exhibits ("A" and "B").

(Signed) J. DINGLI,
D/Registrar.

No. 17
The Evidence
of Paolo
Grech

No. 17.
The Evidence of Paolo Grech

10

In H.M. Commercial Court.

Twentieth January, 1948.

Paolo Grech, produced by the Defendants, states on oath:—

I am the brother of the Defendant Emmanuele Grech. The shop and indeed the whole place at Piazza Sant' Anna was originally held by my sister Elena Camilleri and, later, by one Paolo Vella. It was then taken over by Francesco, the husband of Ersilia Grech. On the death of Francesco Grech, it was taken over by his widow, Ersilia; but Ersilia Grech could not carry on and we decided to give it to Mrs. 20
Clarke. I do not know what Mrs. Clarke paid for rent. Later, Debono and Emmanuele Grech rented the premises at eight shillings per day. This arrangement enabled us to get something for the property. Previously, we used to get nothing at all, for the profits were very small. We have continued to take eight shillings a day to this day. Ersilia Grech used to take her share of the eight shillings a day. Apart from that, she used to get nothing at all. Ersilia Grech was never paid £3. 10. 0 a month. Not even in a whole year did she draw that amount. During the war, they asked us to reduce the rent. I agreed that the rent should be reduced to eight shillings a day. My father married twice. Two 30
children were born of his second marriage. One died, and the other, Giusa, is still living. When we came to take our share of the estate, the question arose as to whether Giusa Grech should succeed also to a

share of her mother's estate. There were those who objected. The upshot is that Giusa Grech at present enjoys partly a share of the joint estate of her father and mother and partly a share only of her father's estate.

No. 17
The Evidence
of Paolo
Grech
—continued

CROSS-EXAMINATION.

This arrangement was come to verbally. According to this agreement, she takes the same share as the others, excepting Ersilia Grech, who takes no share of her mother's estate. The rent of eight shillings a day was in respect of the whole premises, that is to say, including that part of the premises converted into a "Talkies. At the time when we agreed to reduce the rent, the Talkie Theatre was closed down. When it was reopened, the rent was again fixed at eight shillings a day. Previously, I took less. I am not otherwise concerned in the place and I am paid nothing else. The Plaintiff asked me what I was going to say in my evidence and I replied that I would give evidence according to what I knew. It is not true I told him that I would give evidence to "queer" their case. So much the better if they increased my share. The "Talkie" as it stands at present was built by the Defendants.

20

(Signed) PAUL GRECH
Read over to the Witness

(Signed) J. DINGLI,
D/Registrar.

26-1-48.

No. 18.

The Evidence of Maria Grech

No. 18
The Evidence
of Maria
Grech

In H.M. Commercial Court.

Twentieth January, 1948.

Maria, the widow of Victor Psaila, neè Grech, produced by the Defendants, states on oath:—

30

I am the sister of the Defendant Emmanuele Grech. Once I met Ersilia Grech and spoke to her about the rental of eight shillings a day. I told her it was fairly certain that my brother Carmelo Grech was keep-

No. 18
The Evidence
of Maria
Grech
—continued

ing back something and giving it to his other sister. She said that he was also deducting something from her own money. I told her that that was not the case and I suggested that she should reckon what her share of eight shillings a day would come to. She replied it was too confusing for her and that she could not do it. I observed that there was nothing to be confused about and that she should bear in mind that Giusa Grech had been admitted to take a share. I met Ersilia Grech on another occasion and she was very angry because her daughter (Giusa Bonello) had sent someone to collect her share of the eight shillings a day rent. I asked her whether Giusa Bonello was taking her share and she replied that her daughter had done so ever since she married. 10

CROSS-EXAMINATION.

My conversation with Ersilia Grech took place a long time before the war. I met her at the Sliema Quay. It was I myself who brought up the subject and I did so because she was always complaining about us. We always paid her. I did speak to my brother Emmanuele. He took out a sub-poena for me to appear as a witness and I told him all I knew. I do not know whether I went to him myself or whether he came to me. It was common knowledge that the licence belonged to us — it was I who told him about my talks with Ersilia Grech; he knew nothing about it. I spoke to the Defendant Emmanuele Grech today. When he sub-poenaed me I told him what I was going to say in my evidence. 20

(Signed) M. PSAILA (GRECH)

Read over to the Witness.

(Signed) J. DINGLI,

D/Registrar.

No. 19
Plaintiffs'
Note of
Submissions

No. 19 Plaintiffs' Note of Submissions

In H.M. Commercial Court.

Antonio Grech and Others. 30

vs.

Emmanuele Grech and Others.

Plaintiffs' Note of Submissions.

Respectfully sheweth: —

By contract enrolled in the Records of Notary Giovanni Azzopardi on the 25th April, 1932, the Plaintiffs and the other heirs of Vincenzo and

Barbara Grech appointed the Defendant Emmanuele Grech and the late Alfred Debono administrators of the estates of Vincenzo and Barbara Grech aforesaid.

No. 19
Plaintiffs'
Note of
Submissions
—continued

The estates in question which, in terms of the above contract, were to be retained unpartitioned — as they have been retained to this day — comprised the good-will and leasehold of the Cinema Savoia and of the shop for the sale of wines and spirits at Piazza Sant'Anna, Sliema, inclusive of the overlying premises that were then used as a club, and together with the equipment thereof.

10 Afterwards, Emmanuele Grech and Alfred Debono converted the property into what is now known as The Majestic Theatre.

Avowedly, the above-mentioned contract was drawn up in order to effect a settlement out of Court of the case which the Plaintiffs in this case (all of whom, with the exception of Giuseppa Bonello, were minors at the time and were therefore represented by their mother) had brought before the Court for the liquidation of the estate of Vincenzo and Barbara Grech. Actually, however, that contract was nothing but one of the subterfuges to which Emmanuele Grech and Alfredo Debono had resorted in order to gain absolute control over the management of the above estate and thus make it possible for them to rebuild and convert the premises into the present (Majestic) theatre and to share between them the considerable profits to be realised therefrom — virtually to the exclusion of the other parties concerned.

In fact, Emmanuele Grech and Alfredo Debono, about four months before the execution of the contract dated 25th April, 1932 — to be exact, by contract enrolled in the Records of Notary Ettore F. Vassallo on the 15th January, 1932 — entered into an obligation whereunder, subject to a penalty of One Thousand Pounds, they guaranteed Baldacchino and others, whom they had joined in partnership, to use every possible means to secure from the landlords the lease of the premises mentioned in the Writ-of-Summons. Thus, having been appointed administrators in terms of the aforesaid contract, the first thing that they did was to take the lease of the premises in their own name for the period of 8 years obligatory and 8 years optional, with effect from 1st. January, 1933 (*vide* contract enrolled in the Records of Notary Giovanni Azzopardi on the 4th. July, 1932) — and this notwithstanding that, at the time, the lease given to Vincenzo Grech by contract enrolled in the Records of Notary Giovanni Azzopardi on the 2nd. February, 1925 was still running in favour of the heirs and successors of the deceased.

40 Having managed to turn her out of the shop then known as the Conqueror Bar, Grech and Debono paid the mother of the Plaintiffs, Ersilia Grech — no doubt to keep her quiet—the sum of £4. 5. 0 every quarter. As Ersilia Grech herself stated in evidence, and as established in the pro-

No. 19
 Plaintiffs'
 Note of
 Submissions
 —continued

ceedings above referred to (Writ-of-Summons, H.M. Civil Court, First Hall, *sine die* 1933 — vol. 43), the Bar's licence was endorsed in the name of Francesco Grech, who used to pay his father, Vincenzo, £3. 10. 0 a month. On the death of Francesco Grech (the father of the Plaintiff), Emmanuele Grech and Debono started paying the sum of £3. 10. 0 to his widow, Ersilia Grech, so as to get her out of the Bar. Then, when Vincenzo Grech died, and they ceased paying her that sum, Ersilia Grech had recourse to the Courts for the liquidation and partition of the estates. It was therefore an easy matter for Grech and Debono, when these proceedings came to an end, to induce Ersilia Grech to accept 10
 £4. 5. 0. — money which, as she stated in evidence, she imagined she was receiving in respect of the Bar.

It has been alleged by the Defendants that Ersilia Grech was being paid that money by reason of the fact that the Plaintiffs and the other heirs of Vincenzo and Barbara Grech had entered into an agreement whereby they were to take eight shillings a day as compensation for all their rights in respect of the premises in question. In the first place, to be valid, such an agreement, implying the assignment of a good-will and of a going concern, requires the formality of a legal instrument. That apart, however, it is to be pointed out that, if that agreement were made at all— 20
 and no documentary evidence to that effect has been produced by the Defendants—Ersilia Grech had no right whatsoever to enter into any such agreement on behalf of the Plaintiffs without the authorization of the Court. In fact, at this time, all the Plaintiffs were still minors — excepting Giuseppa Bonello who, though she had then attained her majority, never signed the alleged agreement and has never taken any share of the rental of eight shillings a day. The Plaintiffs never received any share of that money after they themselves had attained their majority. It follows therefore that, if any such agreement had ever been entered into with the other heirs, the Plaintiffs were never 30
 party to it.

Meantime, the instrument which, according to Emmanuele Grech, was drawn up between the parties, has not been produced, and Elena Camilleri has stated in evidence that, on one occasion, she was told by Emmanuele Grech that he had in his possession a false contract by means of which he could rid himself of all concerned — and that, however, neither Ersilia Grech nor her daughter Giuseppa had signed that contract.

It appears therefore that the Defendants have never rendered to the Plaintiffs an account of the administration entrusted to them and 40
 that they are in duty bound so to do.

On his death, Alfredo Debono was succeeded by his son Carmelo who, by contract enrolled in the Records of Notary Joseph Gatt on the

15th March, 1944, took over the administration on behalf of his brothers and sisters, other heirs of Alfredo Debono.

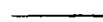
(Signed) J. SALOMONE REYNAUD,
Advocate.

No. 19
Plaintiffs'
Note of
Submissions
—continued

The Nineteenth February, 1948.

Filed at the Sitting by Dr. J. Salomone Reynaud.

(Signed) J. DINGLI,
D/Registrar.



No. 20

10 The Further Evidence of Paolo Grech

No. 20
The Further
Evidence of
Paolo Grech

In H.M. Commercial Court.

Nineteenth February, 1948.

Paolo Grech, produced by the Defendants, states on oath:—

I stated in my previous evidence that they were trying to trick us about the licence. I said so to the other Paolo Grech in the case, the son of Ersilia Grech. Paolo Grech asked me what I was going to state in evidence and it was to him I said: "You are going to trick us."

(Signed) Paul Grech

Read over to the Witness

20

(Signed) J. DINGLI,
D/Registrar.

25-2-48



No. 21
The Further
Evidence of
Carmelo
Debono

No. 21

The Further Evidence of Carmelo Debono

In H.M. Commercial Court.

Nineteenth February, 1948.

The Defendant, Carmelo Debono, sub-poenaed by the Plaintiffs, states on oath:—

I hold a power-of-attorney to act on behalf of my brothers and sisters in the Talkie business. The instrument is enrolled in the Records of Notary Gatt. I am certain the instrument was drawn up after my father's death. I am not so sure, however, that it was drawn up by 10 Notary Gatt.

CROSS-EXAMINATION.

I had to represent the shares held by my mother, my brothers and sisters and myself in the Sliema Cinema Union.

(Signed) CARMELO DEBONO

Read over to the witness.

J. DINGLI,
D/Registrar.

No. 22
Defendants' Note of Submissions

No. 22
Defendants'
Note of
Submissions

In H.M. Commercial Court.

Antonio Grech and Others.
vs.
Emmanuele Grech and Others.

Defendants' Note of Submissions.

Respectfully sheweth:—

1. The obvious aim of the Plaintiffs in bringing the present
10 action is that of securing for themselves the benefits accruing from the
business which the Defendants succeeded in setting up at their own risk
and with their own money when they built The Majestic Theatre. They
did not say so in the Writ-of-Summons, but the fact is admitted in their
Note of Submissions; and no doubt it is their view that their proposed
share in the business will be coming to them free of expense in that it
has already been paid for out of the profits made. That is the moral is-
sue in the case — a case which would not have been brought if, for in-
stance, the Majestic Theatre had been destroyed by enemy action.

2. The case is for the rendering of accounts. When the Defen-
20 dants produced documents to show that accounts have already been
rendered, the Plaintiffs put up the plea that those accounts were not
correct accounts or that they were unacceptable in that they were in res-
pect of an agreement which, they alleged, was invalid.

3. Briefly put, Plaintiffs' argument is that, so far as they are
concerned, the payment of the sum of eight shillings a day to the heirs
of Vincenzo and Barbara Grech is invalid in that, when agreed upon,
one of the parties lacked the authorization of the Court to act on be-
half of her infant children.

4. In putting forward that argument, it is taken for granted that,
30 at the time when the agreement was entered into, the minors concern-
ed were in fact heirs of the deceased. No evidence has been produced,
however, to show that they had accepted the inheritance, and, in fact,
according to the document filed together with the Writ-of-Summons,
there was clearly no such acceptance on their part. It was in fact no
more than a question concerning the liquidation of a joint estate, a
procedure pre-ordained to the minors' acceptance thereof — which is
the procedure that was followed at that time and that continued to be
followed until judicial practice established the contrary and made ac-
ceptance the first requirement.

No. 22
Defendants'
Note of
Submissions
—continued

5. In the circumstances, therefore, no authorization could have been sought and none was required—apart from which, it is to be pointed out that Ersilia Grech would have been entitled to the legal usufruct of the share devolving upon her children, and that, once she was mentioned in the deed as the recipient of the money, the Defendants acted properly in paying that money to her.

6. The fact that for a time the shop had been entrusted to the administration of an extraneous party, namely, Mr. A. Mifsud L.P. — as transpires from the deed above-mentioned — contradicts both the evidence given by Ersilia Grech, to the effect that she thought the money was being paid to her in respect of the loss of the shop, and the statement on the same lines made in Plaintiffs' Note of Submissions (wherein it is also alleged that Alfredo Debono and Emmanuele Grech had sought to defraud Ersilia Grech). All this goes to show that Ersilia Grech had no further rights in respect of the shop vis a vis the other heirs. And if Ersilia Grech was incorrect in one part of her evidence, it is doubtful to what extent the other parts of her deposition are to be relied upon. 10

7. The evidence of Emmanuele Grech, not only rings true, but is corroborated by other evidence. The time had come when the shop in question was proving more of a liability than an asset and everybody was pleased when a rental of 8/- per day was offered for the remaining period of the lease. An agreement was drawn up, and that agreement was signed by everybody, including Ersilia Grech who, if in no other capacity, had surely appeared as *negotiorum gestor* in respect of her late husband's estate — considering that her orphaned children had not yet accepted the inheritance. It is also to be pointed out that, in default of acceptance on the part of the minors, the whole inheritance was represented by the heirs who had attained their majority (section 896, Civil Code). The Plaintiffs are trying to make out that no such agreement had been made. As stated, however, the evidence of Ersilia Grech is of doubtful value, and it is Ersilia Grech alone who is in a position to give evidence on the matter, seeing that her children were too young at the time. The other heirs of Vincenzo and Barbara Grech agreed in evidence that the instrument had in fact been drawn up, and it is to be assumed that business men like Baldacchino, Axisa and Zammit, who had entered into partnership with the Defendant Emmanuele Grech and the late Alfredo Debono, would have seen to it that everything was in order before investing large sums into the building of the Theatre. There is nothing unusual about the fact that the Agreement was kept by the Notary who drew it up and the Defendants should not be made to suffer because they are unable to 20 30 40

produce it — the Notary concerned having died since then, and the house in which, presumably, the document was kept, having been destroyed by enemy action.

No. 22
Defendants'
Note of
Submissions
—continued

8. In view of the foregoing, and of the evidence they have been able to produce, the Defendants submit that they have duly rendered accounts in respect of their administration, and, without prejudice to all their rights in regard to the inheritances in question, and the Agreement above referred to, and all other rights whatsoever, they humbly pray that Plaintiffs' claims be dismissed.

10 (Signed) A. MAGRI,
Advocate.

For the Defendant E. Grech.

(Signed) J. H. XUEREB,
Advocate.

For the other Defendants.

The Sixteenth March, 1948.

Filed at the sitting, without Exhibits, by Prof. J. H. Xuereb LL.D.

J. DINGLI,
D/Registrar.

20

No. 23
Plaintiffs' Minute.

No. 23
Plaintiffs'
Minute

In H.M. Commercial Court.

Antonio Grech and Others.

vs.

Emmanuele Grech and Others.

Plaintiffs' Minute.

The Plaintiffs hereby produce the annexed Note of Submissions — Exhibit "A".

30 (Signed) J. SALOMONE REYNAUD,
Advocate.

The Twenty-seventh April, 1948.

Filed at the Sitting by the Plaintiff Carmelo Grech, together with a Note of Submissions and one Exhibit.

(Signed) J. DINGLI,
D/Registrar.

No. 24
Plaintiffs' Note of Submissions

In H.M. Commercial Court.

Antonio Grech and Others.
 vs.
 Emmanuele Grech and Others.

Plaintiffs' Note of Submissions.

Respectfully sheweth:—

1. The Plaintiffs have brought the present action to compel the Defendants to render an account of their administration of the leasehold and good-will of the cinema and shop mentioned in the Writ-of-Summons, undertaken by them by virtue of the contract enrolled in the Records of Notary Giovanni Azzopardi on the 25th April, 1932. 10

In terms of that contract, the statement in question had to be rendered at the end of every three months, and that is something the Defendants have never done, just as, in fact, they have never given the heirs their share of the profits realised from the concern in question or paid Ersilia Grech the sum of 10/- a month which they had to pay to her under the contract above referred to.

2. The Defendants submitted that, after that contract had been signed, an agreement was entered into whereby all the heirs concerned were to be paid the sum of 8/- a day as compensation for all their rights in respect of the premises in question and — producing documents, or statements, showing that they had in fact paid that sum of 8/- per day to some of the heirs — they put up the plea that they had duly complied with the conditions imposed upon them and rendered the accounts whereof in the Writ-of-Summons. 20

That that is not the case is clearly shown by the Writ-of-Summons as well as by the Statements produced by the Defendants, for whilst the Writ-of-Summons seeks an Order directing the Defendants to render an account of the net profits realised by them during the period in which the premises have been under their management, the Statements produced amount to no more than to a record of the payments made to some of the heirs of a sum of money allegedly agreed upon by all the heirs concerned. 30

So far as that alleged agreement is concerned, it is for the Defendants to substantiate their allegations. In actual fact, however, no certain evidence in substantiation thereof has been produced by them, not

at least so far as the Plaintiffs are concerned — bar the general statement that an instrument had been drawn up. Meanwhile, whilst the instrument itself has not been produced, allegedly because it has been mislaid or lost, Ersilia Grech — as well as Giuseppa Bonello, who alone of all the Plaintiffs had reached her majority at that time — have affirmed in evidence that they had never signed any such instrument; and their evidence is corroborated by the evidence of Elena Camilleri.

3. Further, that instrument, even if it had been signed by Ersilia Grech (which is not the case), would in no way be binding upon the
10 Plaintiffs: They, the Plaintiffs, were still under age at the time, and it would have been unlawful for Ersilia Grech to sign an agreement on their behalf, respecting the conveyance of a going concern, without the authorization of H.M. Civil Court, Second Hall.

4. There are no grounds whatsoever for the argument that the Plaintiffs have produced no evidence to show that they had accepted the inheritance in question: The contract produced together with the Writ-of-Summons shows, not only that the Plaintiffs had accepted the inheritance, but also that, acting under the Court's authorization, they had appointed the Defendants administrators of the business.

20 5. As regards the evidence given by Ersilia Grech, the reliability of which the Defendants have sought to question, the Plaintiffs have already made reference to the Application (Exhibit X) filed by that witness on the 26th June, 1930 in re "Ersilia Grech *nomine* v. Grech and Others (Vide Writ-of-Summons, H.M. Civil Court, First Hall. No. 1056/1929, Vol. 3 *Sine Die* 1933); and the evidence of Ersilia Grech is in no way impeached by the fact that Mr. Armando Mifsud L.P. had been appointed administrator of the shop, seeing that Mr. Mifsud had been appointed by the Court in connection with the case which she, Ersilia Grech, had brought against Emmanuele Grech after she had been turned
30 ed out of the shop in question.

6. Finally, the point raised by the Defendants, to the effect that business men like Baldacchino, Axisa and Zammit would have seen to it that everything was in order before investing their money in the rebuilding of the premises, deserves little or no importance, for, amongst other conditions, the business men referred to rendered Grech and Debono liable to a penalty of One Thousand Pounds in the event of non-compliance with the terms of the agreement.

(Signed) J. SALOMONE REYNAUD,
Advocate.

No. 25
Defendants'
Minute

No. 25
Defendants' Minute.

In H.M. Commercial Court.

Antonio Grech and Others.
vs.
Emmanuele Grech and Others.

Defendants' Minute.

Whereby, in reply to the Note of Submissions filed by the Plaintiffs on the 27th April, 1948, they produce the annexed Note of Submissions, together with a copy of the contract therein referred to, dated 18th August, 1932. (Exhibit "Q").

(Signed) J. H. XUEREB,
Advocate.

The Twenty-eighth May, 1948.

Filed at the Sitting by Prof. J. H. Xuereb together with a Note of Submissions and one Exhibit.

(Signed) J. DINGLI,
D/Registrar.

No. 26
Defendants'
Note of
Submissions

No. 26
Defendants' Note of Submissions.

20

In H.M. Commercial Court.

Antonio Grech and Others.
vs.
Emmanuele Grech and Others.

Defendants' Note of Submissions.

Respectfully sheweth:—

I. The facts referred to in Plaintiffs' last Note of Submissions are either non-existent or not quite as described.

2. For instance, the Plaintiffs, in the first paragraph of their Note of Submissions, refer to the payment of 10/- a month which had to be made to Ersilia Grech, but they omit mentioning that that sum had to be paid to her *on account*, pending quarterly settlements. That apart, the Plaintiffs seem to forget that, as a result of the agreement respecting rental or compensation at the rate of 8/- a day, Ersilia Grech was receiving more than 10/- a month, as shown by the receipts produced by the Defendant Emmanuele Grech. Further, the Plaintiffs are unmindful of the fact that, whilst Ersilia Grech stated in evidence that the pay-
10 ment in question was due to her because they had deprived her of the shop, the contract itself makes it clear that that payment represented a payment on account in respect of her children's share in the premises.

3. Another instance is that afforded by the statement made in para: 6 of the Note of Submissions, to the effect that Baldacchino, Axisa and Zammit had rendered Grech and Debono liable to a penalty of £1000 in the event of non-compliance with the terms of the agreement: The Plaintiffs would give it to be understood that it was only Grech and Debono who had been rendered liable to the payment of that penalty. In actual fact, however, the penalty was agreed upon in
20 respect of all the Appearers, and it was so agreed upon so as to ensure that each of them would try his utmost to secure the lease of the premises from Vincenzo Grech. In this respect, it is important to note that, in the Agreement entered into in the records of Notary Giovanni Azzopardi on the 18th August, 1932 (Exhibit "Q"), the five members composing the Sliema Cinema Union undertook "to pay to the heirs of Vincenzo Grech the sum of 8/- a day..." — which goes to confirm the existence of the Agreement pleaded by the Defendants with regard to the demand for the rendering of accounts made in the Writ-of-Summons, as a result of which Agreement the rendering of accounts reduces itself to the
30 payment and distribution of the amount agreed upon — something which has always been done.

4. In para: 4 of their Note of Submissions, the Plaintiffs contend that the contract filed together with the Writ-of-Summons affords clear evidence that they had duly accepted the inheritance, so much so that, acting under the authorization of the Court, they had appointed the Defendants administrators on their behalf. In that connection, the Defendants would humbly submit that it is only in the Second Hall of the Civil Court that minors may accept an inheritance, and then only under benefit of inventory (section 889, Civil Code); and that dis-
40 charge of administrative functions does not imply acceptance of an inheritance (section 893 *ibidem*). Clearly, the Plaintiffs would now repudiate the assertions premising Writ-of-Summons No. 1056/1929 (left

No. 26
Defendants'
Note of
Submissions
—continued

sine die in 1933), which were in substance reiterated in the contract filed together with the present Writ-of-Summons, and they would do so because, by their own effort and with their own money, the Defendants have succeeded in earning a profit exceeding 8/- a day — a rate of payment which everybody was glad to accept at the time it was offered.

5. The Defendants wish once again to stress the fact that, at the time they took over the premises in question, an agreement was entered into by virtue of an appropriate instrument — as has been confirmed in evidence by all those heirs of Vincenzo Grech who have appeared as witnesses in this case. The monthly accounts produced, duly signed by all the parties concerned, including Ersilia Grech — if worth anything at all — leave no room for doubt that the terms of that agreement were duly complied with month by month. 10

(Signed) J. H. XUEREB,
Advocate.

(Signed) A. MAGRI,
Advocate.

No. 27
The Further
Evidence of
Carmelo
Debono

No. 27
The Further Evidence of Carmelo Debono

In H.M. Commercial Court.

20

Fifth December, 1948.

The Defendant, Carmelo Debono, states on oath:—

I remember that, some time before 1932, the shop and the cinematograph were taken over by different people. I remember that my father wanted to come to some arrangement with Captain Caruana, who used to import films; and that Captain Caruana declined on account of the bad times then prevailing. I remember that my father wanted to approach my uncles to see whether they would take over the place at ten shillings per day. I heard my uncle Emmanuele tell my father that he had spoken to Eddie Baldacchino and suggested a partnership. Thereupon the proprietors of the "Alhambra" agreed to my father and my uncle joining the Sliema Cinema Union and Captain Caruana started providing them with films. At that time, everything was done by Carmelo Grech, my uncle, and it was agreed that they 30

should take over the place at eight shillings per day. I know this because it was common talk in the family. I am thirty-six years of age. At that time the proprietors were satisfied with eight shillings per day and they have continued taking that amount to this day.

At times, I sent the money to Ersilia Grech by the children. I remember it was agreed to reduce the rental by two shillings a day until the cessation of hostilities between England and Italy: Ersilia Grech refused to accept the new arrangement and she continued drawing her full share.

No. 27
The Further
Evidence of
Carmelo
Debono
—continued

10

CROSS-EXAMINATION.

There were occasions when I gave the money to Barbara for her to take to her mother. Ersilia Grech signed the agreement respecting the rental of eight shillings per day.

Read over to the Witness.

(Signed) J. DINGLI,
D/Registrar.

No. 28.

**The Further Evidence of the Defendant
Emmanuele Grech.**

No. 28
The Further
Evidence of
the Defendant
Emmanuele
Grech

20 In H.M. Commercial Court.

Fifth December, 1948.

The Defendant, Emmanuele Grech, states on oath:—

I never gave Ersilia Grech £3. 10. 0 in consideration of the fact that she had ceased to run the shop. I used to give her one-eighth of the sum of eight shillings per day which we used to pay for the place. After Ersilia Grech had finished with it, the shop was taken over by Mrs. Clarke at 5/- per day; and it was leased to Mrs. Clarke by my father, Vincenzo Grech, and ourselves. We were then appearing together with my father as heirs *ab intestato* of my mother.
30 Ersilia Grech used to sign the Statements. At the time the first Statement was drawn up, we wanted the money to be divided between nine of us, so as to include the daughter which my father had by his second marriage — but Ersilia Grech insisted

No. 28
The Further
Evidence of
the Defendant
Emmanuele
Grech
—continued

upon a one-eighth share (as shown by the Statements) and she in fact sent someone to collect that share for her.

At the outbreak of war in 1914, business was very bad, and Alfredo Debono and I asked my brother Carmelo to allow us some reduction. A little later, he, my brother Carmelo, told us that he had referred the matter to those concerned and that it had been decided to allow us a reduction of two shillings per day (from the eight shillings per day that we were paying for the premises) until the end of hostilities between England and Italy. An agreement to that effect was drawn up between us and it was signed by everybody—with the exception of Ersilia Grech who continued to take one-eighth. I have continued offering this share to her to this very day. When the suit came on, however, she refused to accept the money, which I have been depositing for her in Court. 10

CROSS-EXAMINATION.

It is untrue that, at the time when she was still running the shop, I had told Ersilia Grech to quit. I was entirely out of it at the time and it was my father who was in charge. He used to give her her share of the profits. In the settlement made out of Court, Ersilia Grech, duly authorised by the Judge, appeared on behalf of her children. Ersilia Grech signed the agreement entered into in 1932. The agreement — the one respecting the lease of the premises at eight shillings per day—was taken to her by my brother Carmelo and she signed it. 20

Read over to the Witness.

(Signed) J. DINGLI,
D/Registrar.

No. 29
The Further
Evidence of
Elena
Camilleri

No. 29. The Further Evidence of Elena Camilleri

In H.M. Commercial Court.

Fifth December, 1948.

Elena, the widow of Giuseppe Camilleri, produced by the Defendants, states on oath:— 30

The Defendant Emmanuele Grech is my brother. At the outbreak of the war it was proposed that we should reduce the rent of eight shillings a day by two shillings a day. I was agreeable, but Ersilia Grech

told me that they had not given her anything when the profits were good and that she would not therefore agree to any reduction. In fact, she continued drawing her share computed at the rate of eight shillings per day. I do not know whether any agreement was drawn up establishing that we should take eight shillings per day. My husband was still living at the time and he himself looked after the whole matter.

No. 29
The Further
Evidence of
Elena
Camilleri
—continued

CROSS-EXAMINATION.

My brother, Emmanuele Grech, once told me that a document which he had in his possession entitled him to get rid of us. He said
10 that Ersilia Grech had not signed the document. Nor had it been signed by Giuseppina Grech. It is within my knowledge that Ersilia Grech used to take her share of the eight shillings a day. I think everybody took their share. When Ersilia Grech left the shop, I used to give her something out of my own share in order to help her. I do not know how much she used to get in all. I believe there was someone who took the money to her. I left the place because they found someone who was prepared to pay more. The man who took over the shop did not do very well and he gave up the business. The shop was then taken over by my
20 brother, Francesco, the husband of Ersilia Grech. On his death, Ersilia Grech brought a certain Mrs. Clarke into the shop.

Read over to the witness,

(Signed) J. DINGLI,
D/Registrar.

26-1-48.

No. 30
The Further
Evidence of
the Defendant
Emmanuele
Grech

No. 30.
**The Further Evidence of the Defendant
Emmanuele Grech.**

In H.M. Commercial Court.

Twentieth January One Thousand
Nine Hundred and Forty-nine.

The Defendant, Emmanuele Grech, recalled by the Court, states on oath:—

When I took over the premises, my brother, Carmelo, who is now dead, suggested that I should let him take charge of the whole business, as he was better fitted than I to look after it. I therefore handed over to him and the documents are all made out in his handwriting. The first agreement that was drawn up was signed by all the parties concerned and I believe I gave the document to my brother to keep. His son, Giuseppe Grech, failed to find the document in question. Instead he brought me the statements which are now filed in the Record of this case. According to those statements, or receipts, the parties concerned have been receiving payment of their share of the rent for the last sixteen years. 10

CROSS-EXAMINATION.

20

I never told Ersilia Grech, or any one else, that I was in a position to turn out everybody. I have never turned out anyone. They are still taking the 8/- a day, excepting Ersilia Grech, whose share we are depositing in Court as rent due to her. The premises were first taken over by us from all my brothers and sisters for the period of eight years. After the expiration of the period of eight years, we carried on in the same way — that is to say, paying them their share. At that time, the place consisted of a cinema, a shop and a club and we took it over at 8/- a day. As I have stated, they have all continued to take their share, excepting Ersilia Grech, who has refused hers. I am still administering on their behalf and I am still paying them the money myself. I consider that, together with Alfredo Debono, I am renting from my brothers and sisters, at 8/- a day, the good-will previously held by them. The other instrument, the last one, was drawn up in 1942, and it was therein agreed that the rental should be reduced to 6/- a day. In speaking of the settlement made out of Court, I was referring to the contract produced together with the Writ-of-Summons. I do not know whether 30

Giuseppa Grech had signed the first agreement. No Application was filed in the Second Hall of the Civil Court at the time the premises were made over to us. I asked Dr. Pace whether everything was in order in connection with the contract that had to be drawn up and I suggested that it should be drawn up in the name of Vincenzo Grech. Dr. Pace replied that that was unnecessary. He said the contract could be drawn up in our own name and that everything would be in order just the same. I made that suggestion to Dr. Pace because I knew that, though I had rented it, the place belongs to them. Debono and I held the transfer of the leasehold from my brothers and sisters. We rented it at 8/- a day from the Grech family. Notary Vassallo's clerk is still living and I myself went to him to ask him to try and find the missing agreement.

No. 30
The Further
Evidence of
the Defendant
Emmanuele
Grech
—continued

The evidence has been read over to the witness.

The witness states that he wishes to give additional evidence.

(Signed) J. N. CAMILLERI,
D/Registrar.

No. 31.

20 The Evidence of Francis Pace.

No. 31
The Evidence
of Francis
Pace

Eighteenth February One Thousand
Nine Hundred and Forty-nine.

Francis Pace, produced by the Defendants, states on oath:—

I was employed as a clerk with Notary Ettore Francesco Vassallo. It is within my knowledge that, recently, the Defendant Emmanuele Grech came to look for an instrument under private signature which he had left with Notary Vassallo. I have no knowledge as to the contents of that instrument. Nor did I know anything about it. On one occasion, the Defendant Grech or the Defendant Debono — I do not remember whether it was the one or the other — spoke to Notary Vassallo about an instrument under private signature; and Notary Vassallo replied that that instrument could not be made unless stamps were affixed thereon. Nothing happened after that. Lately, Emmanuele Grech came to look for it and failed to find it. If my memory serves me right,

No. 31 it was before the time that Grech and Debono spoke to Notary Vassallo.
The Evidence The Records of Notary Vassallo are now in the keeping of Notary Pel-
of Francis legrini Petit. I looked for it myself and mentioned the matter to Notary
Pace Pellegrini Petit. Emmanuele Grech also spoke to him about it, but
 —continued Pellegrini Petit was unable to trace the document. Grech spoke
 to Notary Vassallo *tête a tête*. I heard Notary Vassallo saying: "If you
 use it, you must put the stamps on it." I do not know who took it away.
 In answer to the question put to me by the Court, Notary Vassallo kept
 no account books.

(Signed) FRANCESCO PACE.

10

No. 32
Plaintiffs'
Minute

No. 32.
Plaintiffs' Minute.

In H.M. Commercial Court.

Antonio Grech and Others.
 vs.
 Emmanuele Grech and Others.

Plaintiffs' Minute.

Respectfully sheweth:—

The Plaintiffs hereby produce the annexed documents. —

Exhibit A.A. — Letter from Police Headquarters, dated 13th Febru- 20
 ary, 1946, giving the date in which, following the death of Francesco
 Grech, Plaintiffs' father, the transfer of the licence was effected.

Exhibit B.B. Death Certificate of Francesco Grech.

(Signed) J. SALOMONE REYNAUD,
 Advocate.

This 18th February, 1949.

Filed at the sitting by Dr. J. Salomone Reynaud with two Exhibits.

(Signed) A. FARRUGIA,
 A/Deputy Registrar.

No. 33.
The Further Evidence of the Defendant
Emmanuele Grech.

No. 33
The Further
Evidence of
the Defendant
Emmanuele
Grech

Eighteenth February One Thousand
Nine Hundred and Forty-nine.

The Defendant, Emmanuele Grech, states on oath:—

In my previous evidence, during my cross-examination, I did not explain myself properly as regards the Court deposit that is being made. The money is being deposited in Court as compensation for the
10 good-will and all the other rights respecting the property enjoyed by Ersilia Grech. I wish now to refer to that part of my evidence where I said: "I consider that, together with Alfredo Debono, I am renting from my brothers and sisters, at 8/- a day, the good-will previously held by them." I did not mean to say that I am paying 8/- a day as rent, but as compensation for the assignment. I also expressed myself badly when I said: "I made that suggestion because I knew that, though I had rented it, the place belongs to them;" I should have said: I made that suggestion because I knew the place belonged to them. I
20 never rented the property. Again, when I said "We rented it at 8/- a day," I meant to say: We took it over at 8/- a day from the Grech family.

I wish to add that the second agreement was not signed by Ersilia Grech.

My previous evidence has been read out to me by the Court and I declare that I stand by the transcription of that evidence as corrected in my evidence today.

When I took it over, the shop was provided with a red deal marble-topped counter, two large show-cases with mirrors, two large mirrors, four settees, six marble-topped tables and twelve chairs. In the
30 "Private" room (which I did not mention before), there were four iron marble-topped tables, two Peach Pine settees, a large mirror and the Cinema benches. These effects were sold about a month after we took over and the proceeds were shared out between all concerned, as shown in the statements produced. Ersilia Grech took her share too.

CROSS-EXAMINATION.

As I stated before, there is left, and I have in my possession, a clock and two tables and twenty-four marble-topped tables. I know there was a piano in the shop, but it did not belong to us and I cannot

No. 33 say what happened to it. It was removed a long time before. Before
 The Further we took it over, the shop had been kept closed for about two months.
 Evidence of
 the Defendant I corrected my previous evidence today because, when I read it
 Emmanuele over, I thought I had not expressed myself clearly enough. No one
 Grech spoke to me about the evidence I had given and no one told me that I
 —continued had made any mistakes in giving that evidence.

I do not know where the first agreement is to be found. As for the second agreement, I approached the Notary concerned and he could not find it.

RE-EXAMINATION.

10

The shop had been closed down for lack of business. No one wanted it. All those who tried to run it ended by losing money. In the cinema business, I was in partnership with Sultana. Then Sultana built "The Gaiety" and we parted. We got Ersilia Grech out of the shop and rented it ourselves because she was not doing well in the business. Paolo Vella and Grace Clarke had the shop and they too did badly out of it. So far as Grace Clarke is concerned, we waived the contract for the remaining period of about two years. After Mrs. Clarke, the licence was endorsed first to the name of Emmanuele Grech and then to the name of Alfredo Debono.

(Signed) EMM. GRECH.

20

(Signed) A. FARRUGIA,
 A/Deputy Registrar.

No. 34.
Judgment, H.M. Commercial Court.

No. 34
Judgment,
H.M. Com-
mmercial
Court.

HIS MAJESTY'S COMMERCIAL COURT.

Judge:

The Honourable Mr. Justice A. J. Montanaro Gauci LL.D.

Sitting held on Tuesday, the
Tenth May, 1949.

No. 25

Writ-of-Summons No. 400/1946.

10

Antonio, Paolo, Carmelo, Emma-
nuele, Lucy, Giuseppa, the wife of
Carmelo Bonello, Barbara, the wife
of Carmelo Baldacchino, and
Dolores, the wife of Joseph Muiet,
brothers and sisters Grech, the
wives acting with the consent and
concurrence of their respective
husbands.

vs.

20

Emmanuele Grech, and Carmelo,
Joseph, Mary, the wife of Alfred
Lanzon, Amelia, the wife of Joseph
Zammit Bonnett, Doris, the wife of
Joseph Mifsud, Frank, and Walter,
a minor, the last-named represented
by his mother, Marianna, the widow
of Alfred Debono, the wives acting
with the consent and concurrence
of their respective husbands.

30 The Court,

Upon seeing the Writ-of-Summons, whereby the Plaintiffs, prems-
ing:—

Whereas by contract enrolled in the Records of Notary Giovanni
Azzopardi on the 25th April, 1932 (Exhibit "A"), the Plaintiffs, and the
other heirs of Vincenzo and Barbara Grech, appointed the Defendant

No. 34
Judgment,
H.M. Com-
mercial
Court.
—continued

Emmanuele Grech and the late Alfred Debono administrators of the good-will and leasehold of the Cinema Savoia at No. 5, and of the wines and spirits shop at No. 4, Piazza Sant'Anna, Sliema, together with the overlying premises, then used as a Club, and together with the effects and equipment thereof — which, since converted into The Majestic Theatre by Emmanuele Grech and Alfred Debono, comprised and still comprise the joint estate of the said Vincenzo and Barbara Grech, who died, respectively, on the 23rd June, 1929 and the 5th October, 1913; — and whereas, on the death of Alfred Debono, which took place on the 1st March, 1942, the cinematograph and wines and spirits shop continued to be administered by Emmanuele Grech, jointly with the Defendant Carmelo Debono, personally as well as on behalf of the other Defendants, his brothers and sisters, who likewise succeeded to the estate of Alfred Debono; — and whereas, during the period from 25th April, 1932, the date on which the aforeaid contract was entered into, to the present day, no account was ever rendered to the Plaintiffs in respect of the administration of the cinematograph and shop above-mentioned, either by Alfred Debono, or by the Defendant Emmanuele Grech or by the other Defendants, brothers and sisters Debono—withstanding service of a judicial letter dated 2nd August, 1946;—

Prayed that; — every necessary declaration being prefaced and every expedient direction being given; — an Order be made directing the Defendants to render to the Plaintiffs, within such time as shall be established by the Court, a true and faithful account of their administration of the cinematograph and shop aforesaid during the period from 25th April, 1932 to the present day — in terms of article 389 et seq. of the Laws of Procedure; — and, in default, authorizing the Plaintiffs themselves to present a duly sworn statement of accounts according to law.

With Costs, including the Costs of the Judicial Letter dated 2nd August, 1946.

Upon seeing the Statement of Defence of Emmanuele Grech, pleading: An agreement was entered into between the Plaintiffs and the other heirs of Vincenzo and Barbara Grech, and it was therein stipulated that the Plaintiffs be paid the sum of eight shillings per day in recompense of their rights respecting the premises mentioned in the Writ-of-Summons;—that that amount of compensation has been regularly paid to the Plaintiffs, as shown by the respective receipts; — and that, therefore, the Defendant is under no obligation to render any accounts whatsoever. — Without prejudice to other pleas.

Upon seeing the Statement of Defence of the other Defendants, namely, Carmelo, Joseph, Mary, the wife of Alfred Lanzon, Amelia,

the wife of Joseph Zammit Bonnett, Doris, the wife of Joseph Mifsud, and Frank, brothers and sisters Debono, and Marianna Debono, in her capacity as Tutrix on behalf of her son, Walter, a minor, pleading: Following the contract enrolled in the Records of Notary Azzopardi, referred to in the Writ-of-Summons, the contending parties, together with the other heirs of Vincenzo Grech, came to an agreement whereby they were to be paid the sum of eight shillings per day in respect of all their rights in the business (inclusive of the respective licences) owned by the late Vincenzo Grech; since then, the other Defendant
 10 in the case, Emmanuele Grech, who took charge of the arrangement, has regularly paid out that amount of compensation to all the parties concerned, the Plaintiffs included; it was only to help the Defendant Grech that the Defendant Carmelo Debono undertook on occasion to pay out the various amounts — and he was not then acting either in succession to his father or on behalf of his father's successors; in the circumstances, therefore, the Defendants are in no way bound to render accounts and the Plaintiffs should be non-suited. — Alternatively, if the foregoing plea fails, Plaintiffs' claim should be dismissed on the
 20 ground that they have received their share of the amount of compensation agreed upon in respect of the business in question — something which amounts to a rendering of accounts and to acceptance thereof.

Having heard the evidence given by the one party and the other.

Having heard the evidence of the witnesses produced.

Having examined all the acts filed in the Record.

Having heard Counsel on both sides.

Considering:

It is established in evidence that a dispute pending before H. M. Civil Court, First Hall, concerning the inheritance of Vincenzo and Barbara Grech, was settled between the parties concerned by a contract
 30 enrolled in the Records of Notary Giovanni Azzopardi on the 25th April, 1932. In that contract, the estate in question was determined and deemed to consist only of the good-will and lease-hold of the Cinema Savoia and of the wines and spirits shop at Nos. 5 and 4, Piazza Sant'Anna, Sliema, inclusive of the overlying premises then used as a Club, and together with the furniture and equipment thereof — the whole being valued £400. Further, the parties agreed not to partition the property and to entrust the whole business to the administration of the Defendant Emmanuele Grech and the late Alfredo Debono. On their part, Emmanuele Grech and Alfred Debono undertook to render an account
 40 of their administration once every quarter, and to pay Ersilia Grech,

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Judgment,
H.M. Com
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—continued

who was then appearing on behalf of her infant children, not less than 10/- a month, pending final settlement at the end of each quarter. — According to the contract mentioned above, the shop had until then been under the administration of Armando Mifsud L.P.

The Defendants, Emmanuele Grech, and the successors of Alfred Debono, maintain that, following that settlement out of Court, a further agreement was drawn up whereby the good-will and leasehold in question were assigned and made over to Emmanuele Grech and Alfred Debono in consideration of the payment of the sum of Eight Shillings a day.

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Emmanuele Grech stated in evidence that Ersilia Grech had signed that agreement and had duly received payment of her share of the sum of 8/- a day. In her evidence, however, Ersilia Grech categorically denied that she had ever signed that agreement or, in fact, that she had ever been asked to sign any such agreement. Emmanuele Grech confessed to Elena Camilleri that Ersilia Grech had not signed that instrument — and that another daughter of the family, Giuseppina, had not signed it either. The last-named, Giuseppina Bonello née Debono, affirmed in her evidence that she had never signed the instrument or received payment of any moneys; and no evidence at all has been produced to show that Giuseppina Bonello had signed the alleged instrument.

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Meantime, the instrument itself has not been produced and Emmanuele Grech claims and has stated in evidence that the document has been mislaid at the office of Notary Dr. Ettore Francesco Vassallo. The Court, however, is unable to rely on the evidence of the Defendant Emmanuele Grech who, in trying to correct his evidence, and to express himself more clearly, succeeded only in making himself still more difficult to follow. In the contract dated 18th August, 1932, reference is made to that payment of 8/- a day to the heirs of Vincenzo Grech, but the instrument itself is not even mentioned; and it is hardly conceivable that, if it had existed at all, or if it had been drawn up in proper form, the instrument in question would have failed to be mentioned in that contract. The Court is therefore unable to accept the suggestion that Ersilia Grech had signed the instrument. On the other hand, Ersilia Grech's acceptance of the agreement — assuming she had ever signed it — would have been null and void. The assignment of the good-will and leasehold of the two businesses, constituting the common estate devolving upon the minors, amounted to an act of alienation, or to something which it was beyond Ersilia Grech to do without the authorization of the competent Court — and no evidence whatever has been produced to show that such authorization had ever been sought or obtained. At that

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time, the minors were vested with the Succession, in that Ersilia Grech, on their behalf, had been authorized by the competent Court to appear for the purpose of liquidating and determining the estate, effecting a settlement out of Court and appointing Emmanuele Grech and Alfred Debono administrators of the concern. Meantime, the assignment and conveyance of leasehold rights, done without an instrument in public form or under private signature, is invalid and juridically non-existent. It is significant that, in the deed dated 18th August, 1932, the parties entered a declaration to the effect that the licences and the permits were to remain the property of the heirs of Vincenzo Grech — something which would have been incompatible with an assignment of rights to Grech and Debono.

It is a fact that, for a time, Ersilia Grech received payment of her share of the sum of 8/- a day, as shown by the statements produced by the Defendant Emmanuele Grech. Ersilia Grech, however, has given a likely explanation as to the origin of and reasons for that payment, namely, that the money was given to her in consideration of the fact that she had been deprived of her tenure of the shop above referred to. The statements themselves cast some doubt on Emmanuele Grech's own account of the transaction. In fact, although Emmanuele Grech and Alfred Debono, together with the other partners in the business, undertook to pay 8/- a day to the heirs of Vincenzo Grech — as they did undertake to do in the contract dated 18th August, 1932 — the statements produced show otherwise. The Statement filed at fol. 50 of the Record shows that, up to October, 1932, payment was made at the rate of 10/6 a day. According to the Statement for the quarter ending March, 1933, payment was at the rate of 12/6 a day; and in the Statement for the quarter ending June, 1933, it was at the rate of 9/- a day. And it was only after July, 1933, that payments were made at the rate of 8/- a day. The statements consistently speak of "rent in advance in Piazza Sant'Anna, Sliema" without any specific reference to the premises actually concerned; and, in July, 1935, mention is made for the first time of The Majestic Theatre. In the circumstances, it was highly possible for an inexperienced person like Ersilia Grech to mistake one payment for another. In any case, however, those payments, in default of any valid agreement, were in no way prejudicial to the Plaintiffs. The incorrect attitude adopted by Emmanuele Grech and Alfred Debono towards Ersilia Grech and Giuseppina Bonello and other parties is exemplified by the fact that, on the 4th July, 1932 — that is to say, at the time when they were supposed to be running the business in the common interest in accordance with the compromise or settlement made on the 25th April, 1932 — they entered into a lease agreement in their own behalf, deliberately keeping out

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Judgment,
H.M. Com-
mercial
Court.
—continued

their own principals; and any possibility that any understanding existed between them and their principals is ruled out by the fact that, in the relevant deed, they undertook to relieve the landlords of all liability arising out of any claims that might be set up by the heirs of Vincenzo Grech in respect of the lease agreement entered into on the 2nd February, 1925, which was still running at the time. Furthermore, when they assumed the administration confided to them, Emmanuele Grech and Alfred Debono had already given a solemn undertaking to extraneous parties that they would use every endeavour to secure the lease for their own benefit. And that shows that neither Emmanuele Grech nor the late Alfred Debono had proposed to deal fairly with the other parties. 10

In the circumstances, therefore, it is hardly possible for the Defendants to maintain that they have duly rendered accounts and that they have no accounts to render to the Plaintiffs. Emmanuele Grech himself admitted that he was administering the business jointly with Alfredo Debono, and that, when Alfredo Debono died, his son, Carmelo, took his place. And Carmelo Debono has stated in evidence that he holds a power to act on behalf of his brothers and sisters in the Talkie business.

On these grounds.

The Court

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Allows Plaintiffs' claims and gives the Defendants two months within which to comply therewith.

The Costs shall be borne, one moiety by the Defendant Emmanuele Grech, and one moiety by the other Defendants.

(Signed) J. CAMILLERI CACOPARDO,
D/Registrar.

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No. 35.
Defendants' Note of Appeal.

No. 35
Defendants'
Note of
Appeal

In H.M. Commercial Court.

10 Antonio, Paolo, Carmelo, Emma-
nuele, Lucy, Giuseppa, the wife of
Carmelo Bonello, Barbara, the wife
of Carmelo Baldacchino, and
Dolores, the wife of Joseph Mulet,
brothers and sisters Grech, the wives
acting with the consent and concu-
rence of their respective husbands.

vs.

20 Emmanuele Grech, and Carmelo,
Joseph, Mary, the wife of Alfred
Lanzon, Amelia, the wife of Joseph
Zammit Bonnett, Doris, the wife of
Joseph Mitsud, Frank, and Walter,
a minor, the last-named represented
by his mother, Marianna, the widow
of Alfred Debono, the wives acting
with the consent and concurrence of
their respective husbands.

The Note of Appeal of the Defendants.

Said Defendants appear and, deeming themselves aggrieved by the judgment given by this Court on the 10th May, 1949, hereby enter appeal therefrom to His Majesty's Court of Appeal.

30 (Signed) A. MAGRI,
Advocate.
„ G. DEGIORGIO,
Advocate.
„ G. MANGION,
Legal Procurator.
„ G. SCHEMBRI,
Legal Procurator.

The Seventeenth May, 1949.

(Signed) J. N. CAMILLERI,
D/Registrar.

IN THE COURT OF APPEAL

No. 36.
Introducing Record in H.M. Court of Appeal.

No. 36
Introducing
Record in
H.M. Court
of Appeal

In His Majesty's Court of Appeal.

The Record of the present case has been introduced this day into this Court.

The Thirty-first May, 1949.

(Signed) J. N. CAMILLERI,
D/Registrar.

No. 37.
Defendants' Petition.

No. 37
Defendants'
Petition

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In H.M. Court of Appeal.

Antonio, Paolo, Carmelo, Emmanuele, Lucy, Giuseppa, the wife of Carmelo Bonello, Barbara, the wife of Carmelo Baldacchino, and Dolores, the wife of Joseph Mulet, brothers and sisters Grech, the wives acting with the consent and concurrence of their respective husbands.

20

vs.

Emmanuele Grech, and Carmelo, Joseph, Mary, the wife of Alfred Lanzon, Amelia, the wife of Joseph Zammit Bonnett, Doris, the wife of Joseph Mifsud, Frank, and Walter, a minor, the last-named represented by his mother, Marianna, the widow of Alfred Debono, the wives acting with the consent and concurrence of their respective husbands.

30

Defendants' Petition.

Respectfully sheweth:—

The Plaintiffs, by Writ-of-Summons filed in His Majesty's Commercial Court, premising:—

Whereas by contract enrolled in the Records of Notary Giovanni Azzopardi on the 25th April, 1932, the Plaintiffs, and the other heirs of

No. 37
 Defendants'
 Petition
 —continued

Vincenzo and Barbara Grech, appointed the Defendant Emmanuele Grech and the late Alfred Debono administrators of the good-will and leasehold of the Cinema Savoia at No. 5, and of the wines and spirits shop at No. 4, Piazza Sant' Anna, Sliema, together with the overlying premises, then used as a Club, and together with the effects and equipment thereof — which, since converted into The Majestic Theatre by Emmanuele Grech and Alfred Debono, comprised and still comprise the joint estate of the said Vincenzo and Barbara Grech, who died, respectively, on the 23rd June, 1929 and the 5th October, 1913; — and whereas, on the death of Alfred Debono, which took place on the 1st March, 1942, the cinematograph and wines and spirits shop continued to be administered by Emmanuele Grech, jointly with the Defendant Carmelo Debono, personally as well as on behalf of the other Defendants, his brothers and sisters, who likewise succeeded to the estate of Alfred Debono; — and whereas, during the period from 25th April, 1932, the date on which the aforesaid contract was entered into, to the present day, no account was ever rendered to the Plaintiffs in respect of the administration of the cinematograph and shop above-mentioned, either by Alfred Debono, or by the Defendant Emmanuele Grech or by the other Defendants, brothers and sisters Debono — notwithstanding service of a judicial letter dated 2nd August, 1946;—

Prayed that; — every necessary declaration being prefaced and any expedient direction being given; — an Order be made directing the Defendants to render to the Plaintiffs, within such time as shall be established by the Court, a true and faithful account of their administration of the cinematograph and shop aforesaid during the period from 25th April, 1932 to the present day—in terms of article 389 et seq. of the Laws of Procedure; — and, in default, authorizing the Plaintiffs themselves to present a duly sworn statement of accounts according to law.

With Costs, including the Costs of the Judicial Letter dated 2nd August, 1946.

His Majesty's Commercial Court, by judgment given on the 10th May, 1949, allowed Plaintiffs' claims and gave the Defendants the period of two months within which to comply — and ordered that the Costs shall be borne, one moiety by the Defendant Emmanuele Grech, and one moiety by the other Defendants in the case.

The Defendants, deeming themselves aggrieved by that judgment, entered appeal therefrom to this Court.

The grievance is manifest.

The Court below held that, contrary to Defendants' contention, no assignment had been made of the leasehold and good-will of the aforesaid premises — and the Court arrived at that conclusion principally be-

cause no evidence had been produced to show that such an assignment had been made in writing. It has however been established in evidence that the appropriate instrument had in fact been drawn up. The fact that the instrument itself has been lost or mislaid does not over-ride the fact that the assignment had actually been made, and what goes to prove it is that, for a very long time, right up to the day on which the present case was instituted, all the parties concerned, the Plaintiffs included, received from the assignees, Emmanuele Grech and Alfred Debono, their share of the price of the assignment — and most of the receipts for the
10 respective payments are to be found in the Record.

It has been contended that that instrument had not been signed either by the Plaintiffs (who were minors at the time), or by their mother, Ersilia Grech. It is to be stressed, however, that the Plaintiffs had not yet accepted the inheritance of Vincenzo and Barbara Grech, and that, therefore, even if the instrument had not been signed by them, or by their mother, it would still have been possible for the assignment to be lawfully made to those parties who had accepted the inheritance, and who, in accordance with section 896 of the Civil Code, acquired all the rights in respect thereof and bound those whose acceptance came
20 later.

Therefore, given the assignment, the Plaintiffs have no other rights but to exact payment of the agreed price of 8/- a day, and they are in no way entitled to demand that accounts be rendered to them of the administration of the concern which, by virtue of the assignment, was undertaken by the assignees solely at their own risk or to their own advantage.

Further, and without prejudice to the foregoing, Plaintiffs' claim is inadmissible also on the following grounds:—

1. The claim, ultimately, is for the payment to all the parties concerned, including the Plaintiffs, of such profits as may have been made
30 out of something that appertains to the inheritance of Vincenzo and Barbara Grech. Now it is unlawful to take out and apportion part of an inheritance that is *universum jus* — not even if such part thereof forms the subject-matter of what is termed a preparatory judgment. Exactly because the inheritance is deemed *universum jus*, all outstanding questions are to be discussed in the judgment for the liquidation and partition thereof — which is of itself universal or all-embracing. Such has always been and is still the judicial practice of these Courts (Civil Appeal, 9th January, 1928, in re “Pietro A. Vella v Emmanuele Vella;”
40 and Commercial Appeal, 1st April, 1935, in re “Libreri v Coleiro”). After all, the fruits of something belonging to an inheritance form part of that inheritance: *fructus augent haereditatem*; and they

No. 37
Defendants'
Petition
—continued

are to be liquidated in the suit for the liquidation of the inheritance (Vide Decree, First Hall, Civil Court, 17th February, 1937 — fol. 177 — in re "Carmela Said v Salvatore Said and Others" — determined by this Court on the 17th December, 1947).

2. The Plaintiffs, in the Writ-of-Summons, premised that the wines and spirits business and the cinematograph in question "comprised and still comprise the joint estate of Vincenzo and Barbara Grech" — a declaration that, in accordance with the judicial practice above referred to, is inadmissible in a case other than a case for the liquidation and partition of the estate. 10

3. The accounts which the Plaintiffs have asked for have already been given and have already been approved by all the interested parties, including the Plaintiffs themselves — due regard being had to the fact that the Statements respecting the payment of 8/- a day were signed by each and all of the interested parties without any protests or reservations on their part. The approval of accounts is not subject to or dependant upon some consecrated form or manner and may be made tacitly as well as by presumption (section 394, Laws of Procedure). Further, the interested parties may dispense with the form prescribed by law for the rendering of accounts, and since such dispensation does 20 not amount to anything in the nature of a liberality, the person exercising the privilege need not possess any particular capacity. It follows therefore that the Plaintiffs were in a position to concede such exemption through their mother, who was then acting as their appointed Tutrix (Baudry—Mandate, No. 674). Nor may the objection be raised that the Statements produced are not accompanied by any supporting documents. Apart from the fact that no supporting documents were necessary, the lack of supporting documents is not of itself an invalidating factor and merely makes it possible for the account to be impugned in the manner prescribed by law (Collection of Judgments, XIV, 199; 30 XXVIII, 2, 313).

4. It is inadmissible that the parties should again press for accounts that have already been rendered and that have already been approved (Collection of Judgments, XVI, 2, 161; Baudry, op. cit. No. 675).

Finally, Plaintiffs' action, so far as the children and heirs of Alfred Debono are concerned, is barred by the lapse of one year in terms of the statute of limitations (section 2262, Civil Code). In fact, Alfredo Debono died on the 1st March, 1942 (Exhibit "A") and the first Judicial Letter for the rendering of accounts was served upon the Defendants on the 40 2nd August, 1946 (Exhibit "B").

Wherefore, producing the undermentioned surety for the Costs of the Appeal, making reference to the evidence adduced and reserving the right to produce all further evidence admissible at law — including a reference to Plaintiffs' oath, for which said Plaintiffs are hereby summoned — the Defendants pray that the judgment given by H.M. Commercial Court on the 10th May, 1949, be reversed, and that Plaintiffs' claim be dismissed, with the Costs both of the First and of this Second Instance.

No. 37
Defendants'
Petition
—continued

10 (Signed) A. MAGRI,
Advocate.
„ G. DEGIORGIO,
Advocate.
„ G. SCHEMBRI,
Legal Procurator.
„ G. MANGION,
Legal Procurator.

This Thirty-first May, 1949.

Filed by G. Mangion, L.P with Two Exhibits.

20 (Signed) J. N. CAMILLERI,
D/Registrar.

No. 38
Defendants'
Minute

No. 38.
Defendants' Minute.

In H.M. Court of Appeal.

Antonio Grech and Others.
vs.
Emmanuele Grech and Others.

Defendants' Minute.

Said Defendants hereby produce the following documents, referred to in their Petition:—

Exhibit "A" — Death Certificate of Alfredo Debono. 10
Exhibit "B" — Copy Judicial Letter dated 2nd August, 1946.

(Signed) A. MAGRI,
Advocate.
„ G. DEGIORGIO,
Advocate.
„ G. SCHEMBRI,
Legal Procurator.
„ G. MANGION,
Legal Procurator.

No. 39
Surety
Bond

No. 39.
Surety Bond.

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Giovanni Cauchi, clerk, son of the late Enrico and Bernarda née Teuma, born in Valletta, residing at Gzira, appears and hereby stands joint surety with the Appellants (Defendants) for the Costs of this Appeal, hypothecating the whole of his present and future property and waiving every benefit accorded by law.

(Signed) GIOV. CAUCHI.

The said Giovanni Cauchi has affixed his signature hereto in my presence.

This Thirty-first May, 1949.

30

(Signed) S. BUGEJA,
D/Registrar.

No. 40.
Plaintiffs' Answer.

No. 40
Plaintiffs
Answer

In H. M. Court of Appeal.

Antonio Grech and Others.
vs.
Emmanuele Grech and Others.

The Answer of the Plaintiff Respondents.

Respectfully sheweth : —

That the surety produced by the Defendant Appellants is unsuit-
10 able and is declined by the Plaintiff Respondents for all the ends and
purpose of the law.

That, without prejudice thereto, the judgment appealed from is
fair and just and should be affirmed with Costs.

(Signed) J. SALOMONE REYNAUD,
Advocate.

,, E. CARUANA SCICLUNA,
Legal Procurator.

This Twenty-eighth June, 1949.

Filed by E. Caruana Scicluna without Exhibits.

20

(Signed) S. BUGEJA,
D/Registrar.

No. 41.
Defendants' Minute.

In H.M. Court of Appeal.

Antonio Grech and Others.
vs.
Emmanuele Grech and Others.

Defendants' Minute.

Whereby the Defendants produce an official copy of the Lease Agreement dated 12th April, 1926 (Exhibit "K").

(Signed) J. H. XUEREB, 10
Advocate.

„ A. MAGRI,
Advocate.

The Twenty-fourth February, 1950.

Filed at the Sitting by Professor J. H. Xuereb with one Exhibit.

(Signed) J. N. CAMILLERI,
D/Registrar.

No. 42.
Judgment, H.M. Court of Appeal

No. 42
Judgment,
H.M. Court
of Appeal

HIS MAJESTY'S COURT OF APPEAL.
(Commercial Hall)

Judges:

His Honour Sir George Borg M.B.E., LL.D., President.
The Honourable Mr. Justice L. A. Camilleri LL.D.
The Honourable Mr. Justice W. Harding B.Litt., LL.D.

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Sitting held on Friday, the
Twenty-first April, 1950.

No. 15.

Writ-of-Summons No. 400/1946.

20

Antonio, Paolo, Carmelo, Emma-
nuele, Lucy, Giuseppa, the wife of
Carmelo Bonello, Barbara, the wife
of Carmelo Baldacchino, and
Dolores, the wife of Joseph Mullet,
brothers and sisters Grech, the wives
acting with the consent and concu-
rence of their respective husbands.

vs.

30

Emmanuele Grech, and Carmelo,
Joseph, Mary, the wife of Alfred
Lanzon, Amelia, the wife of Joseph
Zammit Bonnett, Doris, the wife of
Joseph Mifsud, Frank, and Walter,
a minor, the last-named represented
by his mother, Marianna, the widow
of Alfred Debono, the wives acting
with the consent and concurrence of
their respective husbands.

The Court,

Upon seeing the Writ-of-Summons, whereby the Plaintiffs, premis-
ing:—

No. 42
Judgment,
H.M. Court
of Appeal
—continued

Whereas by contract enrolled in the Records of Notary Giovanni Azzopardi on the 25th April, 1932, the Plaintiffs, and the other heirs of Vincenzo and Barbara Grech, appointed the Defendant Emmanuele Grech and the late Alfred Debono administrators of the good-will and leasehold of the Cinema Savoia at No. 5, and the wines and spirits shop at No. 4, Piazza Sant'Anna, Sliema, together with the overlying premises, then used as a Club, and together with the effects and the equipment thereof — which, since converted into The Majestic Theatre by Emmanuele Grech and Alfred Debono, comprised and still comprise the joint estate of the said Vincenzo and Barbara Grech, who died, respectively on the 23rd June, 1929 and the 5th October, 1913; — and whereas, on the death of Alfred Debono, which took place on the 1st March, 1942, the cinematograph and wines and spirits shop continued to be administered by Emmanuele Grech, jointly with the Defendant Carmelo Debono, personally as well as on behalf of the other Defendants, his brothers and sisters, who likewise succeeded to the estate of Alfred Debono; — and whereas, during the period from 25th April, 1932, the date on which the aforesaid contract was entered into, to the present day, no account was ever rendered to the Plaintiffs in respect of the administration of the cinematograph and shop above-mentioned, either by Alfred Debono, or by the Defendant Emmanuele Grech or by the other Defendants, brothers and sisters Debono — notwithstanding service of a judicial letter dated 2nd August, 1946; —

Prayed that; — every necessary declaration being prefaced and any expedient direction being given; — an Order be made directing the Defendants to render to the Plaintiffs, within such time as shall be established by the Court, a true and faithful account of their administration of the cinematograph and shop aforesaid during the period from 25th April, 1932 to the present day — in terms of article 389 et seq. of the Laws of Procedure; — and, in default, authorizing the Plaintiffs themselves to present a duly sworn statement of accounts according to law.

Upon seeing the Judgment given by H.M. Commercial Court on the 10th May, 1949, allowing Plaintiffs claim and giving the Defendants two months within which to comply therewith — and ordering that the Costs be borne, one moiety by the Defendant Emmanuele Grech, and one moiety by the other Defendants in the case.

That Court having considered :

It is established in evidence that a dispute pending before H. M. Civil Court, First Hall, concerning the inheritance of Vincenzo and Barbara Grech, was settled between the parties concerned by a contract enrolled in the Records of Notary Giovanni Azzopardi on the 25th

April, 1932. In that contract, the estate in question was determined and deemed to consist only of the good-will and leasehold of the Cinema Savoia and of the wines and spirits shop at Nos. 5 and 4, Piazza Sant' Anna, Sliema, inclusive of the overlying premises, then used as a Club, and together with the furniture and equipment thereof — the whole being valued at £400. Further, the parties agreed not to partition the property and to entrust the whole business to the administration of the Defendant Emmanuele Grech and the late Alfred Debono. On their part, Emmanuele Grech and Alfred Debono undertook to render an account

10 of their administration once every quarter, and to pay Ersilia Grech, who was then appearing on behalf of her infant children, not less than 10/- a month, pending final settlement at the end of each quarter. — According to the contract mentioned-above, the shop had until then been under the administration of Armando Mifsud L.P — The Defendants, Emmanuele Grech, and the successors of Alfred Debono, maintain that, following that settlement out of Court, a further agreement was drawn up whereby the good-will and leasehold in question were assigned and made over to Emmanuele Grech and Alfred Debono in consideration of the payment of the sum of Eight Shillings a day. —

20 Emmanuele Grech stated in evidence that Ersilia Grech had signed that agreement and had duly received payment of her share of the sum of 8/- a day. In her evidence, however, Ersilia Grech categorically denied that she had ever signed that agreement or, in fact, that she had ever been asked to sign any such agreement. Emmanuele Grech confessed to Elena Camilleri that Ersilia Grech had not signed that instrument — and that another daughter of the family, Giuseppina, had not signed it either. The last-named, Giuseppina Bonello née Debono, affirmed in her evidence that she had never signed the instrument or received payment of any moneys; and no evidence at all has been produced to show that Giuseppina Bonello had signed the alleged instrument. —

30 Meantime, the instrument itself has not been produced and Emmanuele Grech claims and has stated in evidence that the document has been mislaid at the office of Notary Dr. Ettore Francesco Vassallo. The Court, however, is unable to rely on the evidence of the Defendant Emmanuele Grech who, in trying to correct his evidence, and to express himself more clearly, succeeded only in making himself still more difficult to follow. In the contract dated 18th August, 1932, reference is made to that payment of 8/- a day to the heirs of Vincenzo Grech, but the instrument itself is not even mentioned; and it is hardly conceivable

40 that, if it had existed at all, or if it had been drawn up in proper form, the instrument in question would have failed to be mentioned in that contract. The Court is therefore unable to accept the suggestion that Ersilia Grech had signed the instrument. On the other hand, Ersilia

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Judgment,
H.M. Court
of Appeal
—continued

Grech's acceptance of the agreement — assuming she had ever signed it—would have been null and void. The assignment of the good-will and leasehold of the two businesses, constituting the common estate devolving upon the minors, amounted to an act of alienation, or to something which it was beyond Ersilia Grech to do without the authorization of the competent Court — and no evidence whatever has been produced to show that such authorization had ever been sought or obtained. At that time, the minors were vested with the Succession, in that Ersilia Grech, on their behalf, had been authorized by the competent Court to appear for the purpose of liquidating and determining the estate, effecting a settlement out of Court and appointing Emmanuele Grech and Alfred Debono administrators of the concern. Meantime, the assignment and conveyance of leasehold rights, done without an instrument in public form or under private signature, is invalid and juridically non-existent. It is significant that, in the deed dated 18th August, 1932, the parties entered a declaration to the effect that the licences and the permits would remain the property of the heirs of Vincenzo Grech — something which would have been incompatible with an assignment of rights to Grech and Debono. — It is a fact that, for a time, Ersilia Grech received payment of her share of the sum of 8/- a day, as shown by the statement produced by the Defendant Emmanuele Grech. Ersilia Grech, however, has given a likely explanation as to the origin of and reasons for that payment, namely, that the money was given to her in consideration of the fact that she had been deprived of the tenure of the shop above referred to. The statements themselves throw some doubt on Emmanuele Grech's account of the transaction. In fact, although Emmanuele Grech and Alfred Debono, together with the other partners in the business, undertook to pay 8/- a day to the heirs of Vincenzo Grech — as they did undertake to do in the contract dated 18th August, 1932 — the statements produced show otherwise. The Statement filed at fol. 50 of the Record shows that, up to October, 1932, payment was made at the rate of 10/6 a day. According to the Statement for the quarter ending March, 1933, payment was at the rate of 12/6 a day; and in the Statement for the quarter ending June, 1933, it was at the rate of 9/- a day. And it was only after July, 1933 that payments were made at the rate of 8/- a day. The statements consistently speak of "rent in advance in Piazza Sant'Anna, Sliema" without any specific reference to the premises actually concerned; and, in July, 1935, mention is made for the first time of The Majestic Theatre. In the circumstances, it was highly possible for an inexperienced person like Ersilia Grech to mistake one payment for another. In any case, however, those payments, in default of any valid agreement, were in no way prejudicial to the Plaintiffs. The incorrect attitude adopted by Emmanuele

Grech and Alfred Debono towards Ersilia Grech and Giuseppina Bonello and other parties is exemplified by the fact that, on the 4th July, 1932 — that is to say, at the time they were supposed to be running the business in the common interest in accordance with the compromise or settlement made on the 25th April, 1932—they entered into a lease agreement on their own behalf, deliberately keeping out their own principals; and any possibility that any understanding existed between them and their principals is ruled out by the fact that, in the relevant deed, they undertook to relieve the landlords of all liability arising out of
 10 any claims that might be set up by the heirs of Vincenzo Grech in respect of the lease agreement entered into on the 2nd February, 1925, which was still running at the time. Furthermore, when they assumed the administration confided to them, Emmanuele Grech and Alfred Debono had already given a solemn undertaking to extraneous parties that they would use every endeavour to secure the lease for their own benefit. And that shows that neither Emmanuele Grech nor Alfred Debono had proposed to deal fairly with the other parties. — In the circumstances, therefore, it is hardly possible for the Defendants to
 20 maintain that they have duly rendered accounts and that they have no accounts to render to the Plaintiffs. Emmanuele Grech himself admitted that he was administering jointly with Alfred Debono, and that, when Alfred Debono died, his son, Carmelo, took his place. And Carmelo Debono has stated in evidence that he holds a power to act on behalf of his brothers and sisters in the Talkie business.

Upon seeing the Note of Appeal filed by the Defendants, and their Petition, praying that that judgment be reversed and that Plaintiffs' claims be dismissed with the Costs both of the First and this Second Instance.

30 Upon seeing the Answer filed by the Respondents, praying that the judgment be affirmed.

Having examined the acts filed in the Record.

Having heard Counsel on both sides.

Considering:

A suit pending before H.M. Civil Court, First Hall, introduced by Writ-of-Summons No. 1066/1929, was settled out of Court by virtue of the contract drawn up by Notary Giovanni Azzopardi on the 25th April, 1932. That suit was brought by Ersilia, the widow of Francesco Grech, acting in her capacity as Curatrix *ad litem* on behalf of her minor children, namely, Giuseppina, Barbara, Antonio, Paolo, Carmelo, Maria
 40 Lucia, Dolores, Alessandro and Emmanuele, brothers and sisters Grech (all of whom, bar Alessandro, are Plaintiffs in this case) — appointed

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—continued

by Decree given by that Court on the 23rd October, 1929; and, therein, Ersilia Grech, vis-a-vis the other parties concerned, sought an Order for the liquidation of the joint and personal estates of Vincenzo and Barbara Grech, saving that, following the liquidation of the estates in question, application would be made to the Second Hall of the Civil Court for a Tutor to be appointed on behalf of the aforesaid minors and for the Tutor so appointed to be authorized to accept the inheritance with the benefit of inventory and to take the necessary steps for the partition thereof in separate proceedings.

In the contract above-mentioned, made under the Court's author- 10
ization, the parties settled the dispute on the following lines.—

a. The estate of Vincenzo Grech was deemed as devolving upon the Appearers in the same way as if Vincenzo Grech had died intestate. Therefore a one-ninth portion thereof fell due to each of the children of Vincenzo Grech, or their successors, and a one-ninth portion devolved upon the children of the late Francesco Grech, then represented by their mother, Ersilia Grech, the Plaintiff in the case above referred to. And it was agreed further that the children of Francesco Grech should take a one-eighth portion of the estate of Barbara Grech.

b. The estates of Vincenzo and Barbara Grech were liquidated 20
and declared to consist only of the good-will and leasehold of the Cinema Savoia at No. 5, Piazza Sant'Anna, Sliema, and of the adjoining shop at No. 4, licensed to sell wines and spirits, together with the overlying premises, then used as a club, and together with the respective fittings — the whole valued at £400.

c. The estates were to be left unpartitioned, and the Appearers, all of them, appointed Emmanuele Grech and Alfred Debono "administ-
rators of the aforesaid Cinematograph and Wines and Spirits shop in
the interests of all concerned." It was agreed also that the administra- 30
tors should "render to the interested parties an account of their admin-
istration once every quarter" — and that the administrators should pay
to the children of Ersilia Grech not less than 10/- a month "pending
final settlement at the end of each quarter."

Considering :

As may be seen from the foregoing parts of the contract dated 25th
April, 1932, the settlement made between the parties went much further
than the original Writ-of-Summons, which had asked for no more than
the liquidation of the estates of Vincenzo and Barbara Grech, subject
to the reservation respecting the subsequent acceptance of the inheri- 40
tance with the benefit of inventory under the authorization of the com-
petent Court. The agreement entered into by virtue of the contract
dated 25th April, 1932 leaves no room for doubt that Ersilia Grech had

accepted the children's inheritance on their behalf, and that she had been duly authorized to that end by the First Hall of the Civil Court which, having the above-mentioned case pending before it, held jurisdiction concurrently with the Court of Voluntary Jurisdiction. The acceptance was not made with the benefit of inventory, but it was within the powers of the Court to exempt her therefrom (section 160 (1) of the Civil Code), and it is self-evident that the Court wanted that she should be so exempted.

Considering :

- 10 The Appellants contend that, subsequent to the agreement made on the 25th April, 1932, another agreement was entered into, whereunder the good-will and leasehold of the aforesaid premises were assigned to Emmanuele Grech and Alfred Debono in consideration of the payment of 8/- a day. The Appellants state that the assignment was made by means of an appropriate instrument and, further, that they have been unable to produce that instrument by reason of the fact that Emmanuele Grech and Alfred Debono had left it in the keeping of the late Notary Dr. Ettore Francesco Vassallo, who had apparently lost all trace of it. The evidence produced rules out the possibility that the Plaintiff Res-
- 20 pondents had ever signed any such deed of assignment. It has likewise failed to be established that Ersilia Grech had signed the deed on behalf of her children, which is something which, in any case, she had no right to do, considering that she had not been appointed Tutrix on behalf of those children — apart from the question as to whether, even if she had been so appointed, she would have been in a position to make the assignment without the authorization of the competent Court, due regard being had to the provisions of sub-section 1 of section 216 of the Civil Code. In their Petition, the Appellants maintain that, at the time the assignment was made, the Plaintiffs had not yet accepted the
- 30 inheritance of their grandparents, Vincenzo and Barbara Grech. That, however, is an unacceptable proposition, in that, as stated, they had accepted the inheritance in the afore-mentioned deed of the 25th April, 1932 — and there is no deed to show that the assignment had been made afterwards, that is to say, when the Plaintiffs had already accepted the inheritance. And once the Plaintiffs had had nothing to do with the assignment alleged by the Appellants, their rights, as established in the contract of the 25th April, 1932, stand unimpaired.

- In their Petition, the Appellants submitted further that the demand for the rendering of accounts is inadmissible in that, ultimately, the claim
- 40 is for the payment of such profits as may have been made out of something belonging to the inheritance of Vincenzo and Barbara Grech. They contend it is unlawful to take out and apportion part of an inheritance that is *universum jus* — not even where such part thereof

No. 42 Judgment, H.M. Court of Appeal —continued forms the object of a preparatory judgment. And, in support of that contention, they quoted the judgment given by this Court on the 1st April, 1935 in re “Libreri v. Coleiro and Others” (Collection of Judgments, Vol. XXIX, part I, page 1203). It is stressed in that judgment that it has always been the view of these Courts that, *prior* to the demand for the partition of the whole or part of the estate in the inheritance, the estate itself must first be determined and liquidated, and that, consequently, it is inadmissible that one or more of the co-heirs should seek recognition as co-parceners of a share of an inheritance, or of some immovable property or trade good-will, without first determining and establishing what the estate consists of. The principles expounded in that judgment are inapplicable in the case at issue, not only because the estates of Vincenzo and Barbara Grech were determined and liquidated in the deed of the 25th April, 1932, but also because the demand of the Plaintiffs is not for the partition of the whole or part of the estates in question, but simply for the observance on the part of the Defendant Emmanuele Grech and Alfred Debono of the obligations undertaken by them in that deed. The present is an action *ex contractu* and not an action *comuni dividendo*.

Considering:

The Appellants, in the last part of their Petition, put up the plea that, so far as the children and heirs of Alfred Debono are concerned, the action is barred by the lapse of one year in terms of section 2262 of the Civil Code, Alfred Debono having died on the 1st March, 1942 and the first judicial letter for the rendering of accounts having been served on the 2nd August, 1946. The deed dated 25th April, 1932 entrusted the administration of the shop and the cinematograph to Emmanuele Grech and Alfred Debono, who duly accepted the appointment and undertook to render an account of their administration every three months. The administration so entrusted to them was Commercial in character, and so was the obligation undertaken by them to render accounts every quarter. It follows therefore that, in accordance with sub-section 1 of section 119 of the Commercial Code, Grech and Debono were jointly and severally liable so far as that Commercial obligation was concerned. In terms of section 2262 of the Civil Code, the action against an administrator for the rendering of accounts is barred by the lapse of one year from the death of the administrator. According to the documents filed at foll. 235 and 236 of the Record, Alfred Debono died on the 1st. March, 1942 and service of the first judicial letter for the rendering of accounts was made over four years later, that is, on the 2nd August, 1946. The plea is in respect of one of the short-term prescriptions established by law which may be set up concurrently with the contestation of the debt.

(Vide, Civil Appeal, 5th February, 1932 in re “Wismayer v Naudi”;— and Collection of Judgments, Vol. XXI, part 1, page 200 and Volume XXVI, part 1, section 3, pages 255 and 300). Therefore, so far as Alfred Debono is concerned, the prescription had attained completion when service was made of the judicial letter dated 2nd August, 1946 — no evidence having been produced that it had been interrupted during its run or that it had been subsequently waived. The fact that Alfred Debono was jointly and severally liable with Emmanuele Grech does not mean that, once the plea of prescription has not been put up on behalf

10 of Emmanuele Grech, it may not be put up on behalf of Alfred Debono. The contrary is the case, as this Court, guided by the provisions of article 806 of Ordinance VII of 1868, now section 1143 of the Civil Code, held on the 17th March, 1933 in re “Bonello v Zarb”. It is laid down in that section of the law that “An acknowledgement of the debt by one of the joint and several debtors, and every other act capable of interrupting prescription with regard to any one of such debtors, shall interrupt prescription also with regard to the other debtors and their heirs.” And it was held in the judgment above referred to that “un-

20 der article 806 of Ordinance VII of 1868, the acknowledgement of the debt by one of the joint and several debtors is effective with regard to the other joint and several debtors *only in so far as it interrupts the run of the prescription* — and not in the case where a waiver has been made of a prescription that has already been completed.” This shows clearly that the joint and several debtor in whose respect prescription has been completed is in no way prejudiced by the fact that the other joint and several debtor has waived the prescription, or that the prescription in his respect has still to be completed — as in the present case where the ordinary prescriptive period of five years has in the case of

30 Debono been reduced to one year by reason of his death. As affirmed in that judgment, the upshot is that the plea of prescription may successfully be set up by a joint and several debtor notwithstanding that the other joint and several debtors are still held to the performance of the obligation originally undertaken by all the co-debtors together. (Vide also Judgment H.M. Commercial Court, 30th January, 1873, in re “Gargani v Sant and Others” — Collection of Judgments, Vol. VI, page 398).

Considering :

As stated above, prescription with regard to the children and heirs of Alfred Debono, which sustained no interruption during its run, and

40 which has not been waived, was completed several years ago. In his evidence, the Appellant Emmanuele Grech stated that: “On his death, Alfredo Debono was succeeded by his son, Carmelo, who is still admin-

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Judgment,
H.M. Court
of Appeal
—continued.

istering the business.” In saying so, however, Emmanuele Grech was not referring to the administration undertaken in terms of the contract drawn up on the 25th April, 1932, but to the business partnership which he had just mentioned in his evidence. Carmelo Debono was clearer on the point and, sub-poenaed by the Plaintiffs, he stated in evidence: “I hold a power-of-attorney to act on behalf of my brothers and sisters in the Talkie business. The instrument was enrolled in the Records of Notary Gatt. I am certain the instrument was drawn up after my father’s death. I am not so sure, however, that it was drawn up by Notary Gatt. I had to represent the shares held by my mother, my brothers and sisters and myself in the Sliema Cinema Union.” Emmanuele Grech’s statement would not make sense if it were taken to mean that Carmelo Debono had joined him in the administration which, he himself maintains, was superseded in 1932, that is to say, at the time when the parties made the alleged agreement respecting the payment of 8/- a day, or some ten years before the death of Alfred Debono. 10

Considering :

The plea of prescription set up in this Second Instance by the children and heirs of Alfred Debono justifies abatement as to Costs as within-stated. (Vide Judgment given by this Court on 12th July, 1918 in re “Calleja v. Falzon” — Collection of Judgments, Vol. XXIII, part I, page 852). 20

On these grounds and on the grounds set out by the Court below so far as compatible:—

The Court

Allows the plea of prescription tendered by the Defendants Carmelo, Joseph, Mary, the wife of Alfredo Lanzon, Amelia, the wife of Joseph Zammit Bonnett, Doris, the wife of Joseph Mifsud, Frank and Walter Debono, the last-named represented by his mother, Marianna Debono, allows the appeal entered by them, and, in so far as they are concerned, reverses the judgment appealed from — ordering that each party shall bear its own Costs in both the First and Second Instance and that the Registry fees shall however be paid by the Plaintiff Respondents. — 30

Dismisses the Appeal entered by the Defendant Emmanuele Grech and, in so far as he is concerned, affirms the judgment appealed from, with Costs — provided however that the period of two months allowed to him in that judgment shall run with effect from this day.

And thus varies the judgment given by His Majesty’s Commercial Court on the 10th May, 1949.

(Signed) J. N. CAMILLERI,
Deputy Registrar.

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No. 43.
**The Petition of the Defendant Emmanuele Grech for
 Leave to Appeal to H.M. Privy Council.**

No. 43
 The Petition
 of the De-
 fendant
 Emmanuele
 Grech for
 Leave to
 Appeal to
 H.M. Privy
 Council

In H.M. Court of Appeal.

Writ-of-Summons No. 400/1946.

10

Antonio, Paolo, Carmelo, Emma-
 nuele, Lucy, Giuseppa, the wife of
 Carmelo Bonello, Barbara, the wife
 of Carmelo Baldacchino, and
 Dolores, the wife of Joseph Muiet,
 brothers and sisters Grech, the wives
 acting with the consent and concu-
 rence of their respective husbands.

vs.

20

Emmanuele Grech, and Carmelo,
 Joseph, Mary, the wife of Alfred
 Lanzon, Amelia, the wife of Joseph
 Zammit Bonnett, Doris, the wife of
 Joseph Mifsud, Frank, and Walter,
 a minor, the last-named represented
 by his mother, Marianna, the widow
 of Alfred Debono, the wives acting
 with the consent and concurrence of
 their respective husbands.

The Petition of the Defendant Emmanuele Grech.

Respectfully sheweth:—

The Plaintiffs, by Writ-of-Summons filed in His Majesty's Com-
 mercial Court, premising:—

Whereas by contract enrolled in the Records of Notary Giovanni
 30 Azzopardi on the 25th April, 1932 (Exhibit "A"), the Plaintiffs, and the
 other heirs of Vincenzo and Barbara Grech, appointed the Defendant
 Emmanuele Grech and the late Alfred Debono administrators of the
 good-will and leasehold of the Cinema Savoia at No. 5, and of the wines
 and spirits shop at No. 4, Piazza Sant'Anna, Sliema, together with the
 overlying premises, then used as a Club, and together with the effects
 and equipment thereof — which, since converted into the Majestic
 Theatre by Emmanuele Grech and Alfred Debono, comprised and

No. 43
The Petition
of the De-
fendant
Emmanuele
Grech for
Leave to
Appeal to
H.M. Privy
Council
—continued

still comprise the joint estate of the said Vincenzo and Barbara Grech, who died, respectively, on the 23rd June, 1929 and the 5th October 1913; — and whereas, on the death of Alfred Debono, which took place on the 1st March, 1942, the cinematograph and wines and spirits shop continued to be administered by Emmanuele Grech, jointly with the Defendant Carmelo Debono, personally as well as on behalf of the other Defendants, his brothers and sisters, who likewise succeeded to the estate of Alfred Debono;— and whereas, during the period from 25th April, 1932, the date on which the aforesaid contract was entered into, to the present day, no account was ever rendered to the Plaintiffs in respect of the administration of the cinematograph and shop above-mentioned, either by Alfred Debono, or by the Defendant Emmanuele Grech or by the other Defendants, brothers and sisters Debono — notwithstanding service of a judicial letter dated 2nd August, 1946;— 10

Prayed that;— every necessary declaration being prefaced and any expedient direction being given;— an Order be made directing the Defendants to render to the Plaintiffs, within such time as shall be established by the Court, a true and faithful account of their administration of the cinematograph and shop aforesaid during the period from 25th April, 1932 to the present day — in terms of article 389 et seq. of the Laws of Procedure; — and, in default, authorizing the Plaintiffs themselves to present a duly sworn statement of accounts according to law. 20

With Costs, including the Costs of the Judicial Letter dated 2nd August, 1946.

His Majesty's Commercial Court, by judgment given on the 10th May, 1949, allowed Plaintiffs' claim and gave the Defendants two months within which to comply therewith.

The Defendants appealed from that judgment, and this Honourable Court, by judgment given on the 21st April, 1950, allowed the plea of prescription set up by the Defendants Carmelo, Joseph, Mary, the wife of Alfred Lanzon, Amelia, the wife of Joseph Zammit Bonnett, Doris, the wife of Joseph Mifsud, Frank and Walter Debono, allowed the appeal entered by them, and, in so far as they were concerned, reversed the judgment appealed from — ordering that each party shall bear its own Costs and that the Registry fees shall however be paid by the Plaintiff Respondents; — and dismissed the appeal entered by the Defendant Emmanuele Grech, and, in so far as he was concerned, affirmed the judgment appealed from, with Costs — provided however that the period of two months allowed by the Court below should run with effect from the day of the second judgment. 30 40

The Defendant deems himself aggrieved by that judgment and wishes to appeal therefrom to His Majesty's Privy Council, in terms of section 2 (a) of the Order-in-Council of the 22nd November, 1909, or any other law applicable thereto.

Wherefore the Petitioner humbly prays that this Honourable Court may be pleased to grant him leave to appeal from the aforesaid judgment, given on the 21st April, 1950, to the Judicial Committee of His Majesty's Privy Council. — With Costs.

No. 43
The Petition
of the De-
fendant
Emmanuele
Grech for
H.M. Privy
Leave to
Appeal to
Council
—continued.

10

(Signed) A. MAGRI,
Advocate.

„ G. MANGION,
Legal Procurator

This Tenth May, 1950.

Filed by G. Mangion L.P. without Exhibits.

(Signed) U. BRUNO,
D/Registrar.

—

No. 44.

The Answer of the Plaintiff Respondents.

In H.M. Court of Appeal.

No. 44
The Answer
of the
Plaintiff
Respondents

20

Antonio Grech and Others.

vs.

Emmanuele Grech and Others.

The Answer of the Plaintiff Respondents.

Respectfully sheweth:

The Plaintiff Respondents resist the Petition filed by the Defendant.

No public interest is involved in the issue, and, having regard to their financial position, it would be greatly prejudicial to the Plaintiff

No. 44 Respondents if the Court were to grant the Petition — the obvious aim
 The Answer of the Plaintiff Respondents. of which is to give the Defendant Appellant a further opportunity to
 —continued delay rendering the accounts whereof in the Writ-of-Summons.

(Signed) VICTOR R. SAMMUT,
 Advocate.

„ E. CARUANA SCICLUNA,
 Legal Procurator.

This Nineteenth May, 1950.

Filed by E. Caruana Scicluna L.P without Exhibits.

(Signed) EDW. CAUCHI,
 D/Registrar.

10

No. 45
 Decree
 Granting
 Conditional
 Leave.

No. 45.
Decree Granting Conditional Leave.

HIS MAJESTY'S COURT OF APPEAL.
 (Commercial Hall)

Judges:

His Honour Sir George Borg M.B.E., LL.D., President.

The Honourable Mr. Justice L. A. Camilleri LL.D.

The Honourable Mr. Justice W Harding B.Litt., LL.D.

Sitting held on Friday, the
 Second June, 1950.

20

No. 17

Writ-of-Summons No. 400/1946.

Antonio Grech and Others.

vs.

Emmanuele Grech and Others.

The Court,

Upon seeing the Petition filed by the Defendant Emmanuele Grech,
 praying for leave to appeal to His Majesty's Privy Council from the
 judgment given by this Court on the 21st April, 1950.

30

Having heard Counsel on both sides.

Considering :

The Plaintiffs have submitted that the amount involved is less than of Five Hundred Pounds and that they therefore resist the Petition for leave to appeal to His Majesty's Privy Council.

No. 45
Decree
Granting
Conditional
Leave.
—continued

The claim, as brought forward in the Writ-of-Summons, is for an Order to be made directing the Defendants to render to the Plaintiffs, within such time as shall be established by the Court, a true and faithful account in respect of their administration of the business in question during the period from 25th April, 1932 to the date of the filing of the
10 Writ-of-Summons — and, in default, authorizing the Plaintiffs themselves to present such accounts duly sworn according to law.

All the Defendants concerned resisted that claim on the grounds set out in their respective Statements of Defence.

The Court below, by judgment given on the 10th May, 1949, allowed Plaintiffs' claim and gave the Defendant two months within which to comply therewith.

The Defendants appealed from that judgment, and this Court, by judgment given on the 21st April, 1950, allowed the plea of prescription set up by the Defendants Carmelo, Joseph, Mary, the wife of Alfredo
20 Lanzon, Amelia, the wife of Joseph Zammit Bonnett, Doris, the wife of Joseph Mifsud, Frank and Walter Debono, the last-named represented by his mother, Marianna Debono, allowed the appeal entered by said Defendants, and, in so far as they were concerned, reversed the judgment appealed from; — and dismissed the appeal entered by the Defendant Emmanuele Grech and, in so far as he was concerned, affirmed the judgment appealed from.

It is clear therefore that the Defendant Emmanuele Grech has been ordered to render accounts respecting an uncertain and indeterminate amount.

30 As pointed out by this Court in re "Joseph Axisa and Others v. Joseph Zammit Bonnett and Others" on 28th January, 1949, and in re "Joseph Darmanin nomine v. Carmelo Micallef nomine" on 9th May, 1949, it is the practice of this Court, where the value involved in the dispute is indeterminate and uncertain, but reasonably appears to be of not less than Five Hundred Pounds, or such that it cannot be determined *aliunde*, to rely on the sworn declaration of the Appellant.

On these grounds.

The Court

40 Gives the Appellant twenty days within which to declare on oath that Plaintiffs' claim, which he is resisting, involves a sum of Five Hun-

No. 45
Decree
Granting
Conditional
Leave.
—continued

dreds Pounds or upwards, and, provided that he shall within that time make such declaration on oath, allows the Petition and grants him conditional leave to appeal to His Majesty's Privy Council from the judgment given by this Court on the 21st April, 1950, subject to his entering into good and sufficient security, in terms of section 4 of the Order-in-Council of 1909, within one month from the date on which he shall make the declaration on oath aforesaid, in a sum not exceeding Three Hundred Pounds; and, further, gives the Appellant three months, to run as above directed, within which to procure the preparation and translation of the Record and the transmission thereof to the Judicial 10 Committee of the Privy Council.

Costs hereof reserved to the final Order.

In the event, however, of the Appellant failing to make the above declaration on oath within the time specified, the Petition shall stand dismissed, with Costs against the Appellant.

(Signed) J. N. CAMILLERI,
D/Registrar.

No. 46
Appellant's
Declaration
on Oath

No. 46.
Appellant's Declaration on Oath.

This Tenth June, 1950. 20

Emmanuele Grech, assisted by Dr. A. Magri, appears and makes the Declaration on Oath whereof in the Decree given by H.M. Court of Appeal on the 2nd June, 1950.

(Signed) S. BUGEJA,
Deputy Registrar.

Surety Bond.

This Fourth July, 1950.

Carmelo Grech, Merchant, son of Emmanuele and the late Emma-
nuela née Galea, born and residing at Sliema, appears and in terms of
and in conformity with the Decree given by H.M. Court of Appeal on
the 2nd. June, 1950 in re "Antonio Grech & Others v. Emmanuele
Grech & Others", hereby stands joint surety for and up to the sum of
Three Hundred Pounds for the due prosecution of the Appeal entered
10 by the Appellant Emmanuele Grech to His Majesty's Privy Council
from the judgment give by His Majesty's Court of Appeal on the 21st
April, 1950, and for the payment of all such Costs as may become pay-
able to the Respondents in the event of the Appellant not obtaining an
order granting him final leave to appeal, or of the Appeal being dismiss-
ed, or of His Majesty in Council ordering the Appellant to pay the Res-
pondents the Costs of the Appeal.

(Signed) CARMELO GRECH.

„ A. MAGRI, Advocate.

Identity Witness.

20 The said Carmelo Grech has affixed his signature hereto in my
presence.

(Signed) J. CAMILLERI CACOPARDO,
D/Registrar.

No. 48
Minute
approving
Translation

No. 48
Minute approving Translation

In H.M. Court of Appeal.

Antonio Grech and Others.
v.
Emmanuele Grech and Others.

The Minute of the contending parties.

Whereby the contending parties declare that they agree to the Translation of the above Record filed in the Registry of this Court.

(Signed) A. MAGRI, 10
Advocate.
for the Appellant Emmanuele Grech

(Signed) VICTOR R. SAMMUT,
Advocate.
for the Respondents.

This Fifth May, 1951.

Filed by Enrico W. Cortis L.P. without Exhibits.

(Signed) S. BUGEJA,
D/Registrar.

No. 49
Application for Final Leave

No. 49
Application
for Final
Leave

In H.M. Court of Appeal.

Antonio Grech and Others.
v.
Emmanuele Grech and Others.

The Application of the Appellant Emmanuele Grech.

Respectfully sheweth:—

That, by Decree given on the 2nd June, 1950, the Appellant was
10 granted conditional leave to appeal to His Majesty's Privy Council.

That the Appellant has complied with the conditions laid down in the aforesaid Decree and the translation of the Record has been completed and agreed to by the contending parties.

Wherefore the Appellant respectfully prays that this Court may be pleased to grant him Final Leave to appeal to His Majesty's Privy Council.

(Signed) A. MAGRI,
Advocate.

,, GIUS. MANGION,
Legal Procurator.

20

This Twelfth May, 1951.

Filed by G. Mangion L.P. without Exhibits.

(Signed) J. CAMILLERI CACOPARDO,
D/Registrar.

—

His Majesty's Court of Appeal

The Court,

Orders that the Application be put on the case-list of the 21st. May, 1951 and that service be made upon the parties.

(Signed) G. BRUNO,
D/Registrar.

No. 50
Decree
granting
Final Leave

No. 50 Decree granting Final Leave

HIS MAJESTY'S COURT OF APPEAL
(Comercial Hall)

10

Judges:

His Honour Sir George Borg M.B.E., LL.D., President.
The Honourable Mr. Justice L. A. Camilleri LL.D.
The Honourable Mr. Justice W. Harding B.Litt., LL.D.

Sitting held on Monday, the
Twenty-first May, 1951.

No. 7

Writ-of-Summons No. 400/1946.

Antonio Grech and Others.
v. 20
Emmanuele Grech and Others.

The Court,

Upon seeing the Application of Emanuele Grech, submitting that the translation and the printing of the Record has been completed and praying that he be granted final leave to appeal to His Majesty in His Privy Council.

Upon seeing the Decree given on the 2nd June, 1950, granting the Defendant Appellant conditional leave to appeal to His Majesty in His

Privy Council from the judgment given by the Court on the 21st April, 1950 — costs reserved to the final Order.

Allows the Application and grants the Defendant Appellant final leave to appeal to the Judicial Committee of His Majesty's Privy Council from the aforesaid judgment of this Court.

The Costs in respect of the present Decree, and of the Decree granting conditional leave, to be borne by the Defendant Appellant, saving recovery thereof, or part thereof, from the Plaintiff Respondents, as may be ordered by the Judicial Committee of His Majesty's
10 Privy Council.

(Signed) J. CAMILLERI CACOPARDO,
D/Registrar.

No. 50
Decree
granting
Final Leave
—continued

No. 51
Schedule of Deposit

No. 51
Schedule
of Deposit

In H.M. Court of Appeal.

20

Writ-of-Summons No. 400/1946.
Antonio, Paolo, Carmelo, Emma-
nuele, Lucy, Giuseppa, the wife of
Carmelo Bonello, Barbara, the wife
of Carmelo Baldacchino, and
Dolores, the wife of Joseph Mulet,
brothers and sisters Grech, the wives
acting with the consent and concu-
rence of their respective husbands.

v.

30

Emmanuele Grech, Carmelo,
Joseph, Mary, the wife of Alfred
Lanzon, Amelia, the wife of
Joseph Zammit Bonnett A. & C.E.,
Doris, the wife of Joseph Mifsud,
Frank, and Walter, a minor, the
last-named represented by his
mother, Marianna, the widow of
Alfred Debono, brothers and sis-
ters Debono, the wives acting
with the consent and concurrence
of their respective husbands.

No. 51
 Schedule
 of Deposit
 —continued

The Schedule of Deposit of the said Emmanuele Grech.
 Respectfully sheweth:—

This Court, by Decree given on the 2nd June, 1950, granted the Defendant Appellant leave to appeal to His Majesty in His Privy Council from the judgment given by this Court on the 21st April, 1950, subject to the condition, among others, that he would procure the preparation and translation of the Record within a specified period — subsequently extended according to law.

The translation of the Record has been completed and the contending parties have agreed to the translation. 10

Wherefore the Defendant Appellant hereby deposits the aforesaid translation of the Record (Exhibit "A").

(Signed) A. MAGRI,
 Advocate.

„ G. MANGION,
 Legal Procurator.

This 29th May, 1951.

Filed by G. Mangion L.P. with an English translation of the Record above-mentioned.

(Signed) C. VELLA,
 A/Registrar.

20

—

EXHIBITS

PLAINTIFFS' EXHIBITS

EXHIBIT "A"

CONTRACT DATED 25th APRIL, 1932

Exhibit 'A'
Contract
dated
25. 4. 1932The Twenty-fifth April One Thousand
Nine Hundred and Thirty-two.

Before me, Notary Giovanni Azzopardi, and in the presence of the undersigned competent witnesses, personally came and appeared:—

10 a) Ersilia, the widow of Francesco Grech, daughter of the late Paolo Galea, born and residing at Sliema, appearing in her capacity as special curatrix on behalf of her children, the minors Barbara, Antonio, Paolo, Carmelo, Maria, Lucia, Dolores, Alessandro and Emmanuele Grech, born and residing at Sliema, appointed and authorized hereunto by Decree given by His Majesty's Civil Court, First Hall, on the Eleventh December One Thousand Nine Hundred and Thirty-one (1931), filed in the Record of the case within-stated.

20 b) Emmanuele Albanese, Advocate, son of the late Giuseppe, born and residing at Cospicua, and Gaetano Lanzon, Legal Procurator, son of the late Dr. Salvatore Lanzon, born at Tarxien, residing at Pawla, appearing in their capacity as Curators on behalf of the minor Giuseppina Grech, daughter of the late Vincenzo, born and residing at Sliema, appointed by Decree given by the aforesaid Court on the Twenty-second June One Thousand Nine Hundred and Thirty (1930), and authorized hereunto by the aforesaid Decree of the Eleventh December One Thousand Nine Hundred and Thirty-one, filed in the Record of the case aforesaid.

c) Carmelo Grech, trader, son of the late Vincenzo, born and residing at Sliema.

30 d) Elena, the wife of Giuseppe Camilleri, daughter of the late Vincenzo Grech, born and residing at Sliema, appearing jointly with, and with the consent and concurrence of, her said husband, Giuseppe Camilleri, son of the late Francesco, born in Valletta residing at Sliema, of no trade or occupation.

e) Emmanuele Grech, trader, son of the late Vincenzo, born and residing at Sliema.

f) Paolo Grech, pianist, son of the late Vincenzo, born and residing at Sliema.

g) Marianna, the wife of Alfredo Debono, daughter of the late Vincenzo Grech, born and residing at Sliema, authorized hereunto by her husband, Alfredo Debono, trader, son of the late Giuseppe, born in

Exhibit 'A' Valletta, residing at Sliema, as per instrument bearing this day's date, annexed hereto, marked "A" — and for and on behalf of her aforesaid husband.
 Contract dated 25. 4. 1932

—continued

h) Maria, the wife of Vittoria Psaila, daughter of the late Vincenzo Grech, born and residing at Sliema, appearing jointly with, and with the consent and concurrence of, her said husband, Vittorio Psaila, trader, son of the late Giuseppe, born at Alexandria, Egypt, residing at Sliema.

i) Paolo Grech, trader, Maria Grech, spinster, and Arturo Grech, musician, children of the late Giuseppe, born and residing at Sliema, and the said Carmelo Grech, trader, son of the late Vincenzo, born and residing at Sliema, appearing in his capacity as Curator on behalf of the minors Edoardo and Inez Grech, other children of the late Giuseppe aforesaid, born and residing at Sliema, appointed by Decree given by the aforesaid Court on the Fourth November One Thousand Nine Hundred and Twenty-nine (1929), and authorized hereunto by the aforesaid Decree of the Eleventh December One Thousand Nine Hundred and Thirty-one — the said brothers and sisters Grech representing the interests of their late father, Giuseppe Grech, son of the late Vincenzo, born and formerly residing at Sliema, where he died.

Appearers are known to me Notary.

There appears also Salvatore Schembri, Doctor of Laws, son of the late Giovanni, born and residing in Valletta, Supplementary Judge who was appointed by the aforesaid Decree of the Eleventh December One Thousand Nine Hundred and Thirty-one expressly in order that the present instrument be drawn up in his presence.

It is premised: —

That by Writ-of-Summons Number One Thousand and Sixty Six (No. 1066) of the year One Thousand Nine Hundred and Twenty-nine (1929), sued out by the said Ersilia Grech, widow of the late Francesco, in her capacity as Curatrix *ad litem* on behalf of her minor children Giuseppina, Barbara, Antonio, Paolo, Carmelo, Maria Lucia, Dolores, Alessandro and Emmanuele Grech, appointed by Decree given by the aforesaid Court on the Twenty-third October One Thousand Nine Hundred and Twenty-nine — against Carmelo Grech, in his capacity as Curator on behalf of the minor Giuseppina Grech, daughter of the late Vincenzo Grech, appointed by Decree given on the Fourth November One Thousand Nine Hundred and Twenty-nine (1929), the said Carmelo Grech in his personal capacity, Elena, the wife of Giuseppe Camilleri, Emmanuele, Paolo, Marianna, the wife of Alfredo Debono, Maria, the wife of Vittorio Psaila, brothers and sisters Grech, Paolo, Maria, Vitto-

ria, and Arturo Grech, the said Carmelo Grech on behalf of Edoardo and Inez Grech, minor children of the said Giuseppe Grech, appointed by Decree given on the Fourth November One Thousand Nine Hundred and Twenty-nine (1929) Emmanuele Lanzon, Advocate, and Gaetano Lanzon, Legal Procurator, Curators on behalf of Giuseppina Grech aforesaid, *vice* the said Carmelo Grech, appointed by Decree given on the Twenty-second January One Thousand Nine Hundred and Thirty —premissing that Vincenzo and Barbara Grech, the grand-parents and parents of the contending parties, had died, respectively on the Twenty-
 10 third January (*recte* June) One Thousand Nine Hundred and Twenty-nine and Fifth October One Thousand Nine Hundred and Thirteen—prayed that an Order be made for the evaluation and liquidation of the joint and personal estate of said deceased, Vincenzo and Barbara Grech. — Saving that, subsequent to the evaluation and liquidation of the said estate, the party lawfully entitled to appear on behalf of the minors aforesaid shall file an application before His Majesty's Civil Court, Second Hall, praying for the appointment of Tutors duly authorized to accept the inheritance with the benefit of inventory and to effect the partition thereof in separate proceedings — With Costs.

20 That the Appearers, the contending parties in that suit, agreed to a settlement out of Court, in view of which, having regard to the minors concerned, they applied to the Court for the necessary authorization.

That the aforesaid Court, by Decree given on the Eleventh December One Thousand Nine Hundred and Thirty-one (1931), now filed in the Record of the suit aforesaid, authorized the proposed settlement in terms of the present Minute, which is duly signed by the presiding Judge — appointing Dr. Salvatore Schembri as Supplementary Judge and ordering that the respective contract be drawn up in
 30 his presence by me the undersigned Notary.

That by Testament enrolled in the Records of Notary Edoardo Calleja Schembri on the Fifth May One Thousand Nine Hundred and Twenty-five (1925), the said Vincenzo Grech appointed the aforesaid minor, Giuseppa Grech, born of his second marriage with Maria née Aquilina, universal usufructuary heiress of his estate throughout her lifetime, exempting her from the obligation of drawing up the inventory and of tendering the security envisaged by law, and directing that the usufruct should terminate upon the marriage of the beneficiary, the said Giuseppa Grech — in which event he appointed the said Giusep-
 40 pa Grech his universal heiress in respect of one moiety, and his other children, namely, Carmelo, Elena, the wife of Giuseppe Camilleri, Francesco, Maria, the wife of Vittorio Psaila, Marianna, the wife of

Exhibit 'A'
 Contract
 dated
 25. 4. 1932
 —continued

Exhibit 'A' Alfredo Debono, Emmanuele, Paolo, and the children of his other son
Contract Giuseppe, his universal heirs in respect of the other moiety of his estate.
dated

25. 4. 1932
—continued

That all the Appearers, bar Emmanuele Albanese, Advocate, and Gaetano Lanzon, Legal Procurator, acting in their aforesaid capacity, are well aware that they have the right to impugn the Testament of the said Vincenzo Grech, enrolled in the Records of Edoardo Calleja Schembri on the Fifth May One Thousand Nine Hundred and Twenty-five (1925) for the reasons and on the grounds set out in article Number Three Hundred and Two of Ordinance Number Seven of the year One Thousand Eight Hundred and Sixty-eight. 10

That, at the same time, said Appearers wish to avoid the costs of an eventual lawsuit for the annulment of that Testament which, in the last resort, would be greatly prejudicial to the minor Giuseppina Grech, and that, in view of the present compromise, they do not insist upon bringing the lawsuit aforesaid.

This being premised, said Appearers hereby declare that, as regards the lawsuit aforesaid, and all other claims arising out of the Successions of the said Vincenzo and Barbara Grech, a settlement out of Court is being made and has been made between them as hereinafter follows:— 20

1. In the first place, they declare that the aforesaid Testament of Vincenzo Grech, enrolled in the Records of Notary Edoardo Calleja Schembri on the Fifth May One Thousand Nine Hundred and Twenty-five, is deemed by them null and void at law, whilst the said Emmanuele Albanese, Advocate, and Gaetano Lanzon, Legal Procurator, on behalf of the minors Giuseppina Grech, and the said Carmelo, Elena, the wife of Giuseppe Camilleri, acting with her husband's consent and concurrence, Ersilia, the widow of Francesco Grech, on behalf of her minor children aforesaid, Maria, the wife of Vittorio Psaila, acting with her husband's consent and concurrence, Marianna, the wife of Alfredo Debono, duly authorized by her husband, the brothers Emmanuele and Paolo Grech, and Paolo, Maria, Vittorio and Arturo, brothers and sisters Grech, children of the late Giuseppe, and Carmelo Grech, on behalf of the minors Edoardo and Inez, other children of the late Giuseppe Grech aforesaid, declare that they waive any rights to which they may be entitled under the aforesaid Testament, and this in view of the fact that the Testator, the said Vincenzo Grech, leaving the general usufruct of the estate and one moiety of the ownership thereof to the said Giuseppina Grech, his only daughter born of his second marriage, contravened the provisions of article Number Three Hundred and Two of Ordinance Number Seven of the Year One Thousand Eight Hundred and Sixty-eight. 30 40

2. All the Appearers declare that they waive the judgment given in the above-mentioned suit on the Twenty-seventh January One Thousand Nine Hundred and Thirty-one (1931), whereby the Plaintiff was non-suited as regards the claim respecting the estate of Barbara Grech, with Costs against said Plaintiff.

Exhibit 'A'
Contract
dated
25. 4. 1932
—continued

The Appearers are agreed that the estate of the said Vincenzo Grech devolves upon them in equal shares between them as in cases of Successions *ab intestato*, that is to say, one-ninth upon the aforesaid children of Francesco Grech, one-ninth upon the minor Giuseppina Grech, one-ninth upon the said Carmela Grech, one-ninth upon the said Elena, the wife of Giuseppe Camilleri, one-ninth upon Paolo Grech, one-ninth upon Marianna, the wife of Alfredo Debono, and one-ninth upon the children of the late Giuseppe Grech.

And since the intestate inheritance of Vincenzo Grech's first wife, Barbara, devolves upon the children of Francesco Grech in respect of one-eighth, and upon the minor Giuseppina Grech, Carmelo Grech, Elena, the wife of Giuseppe Camilleri, Emmanuele Grech, Paolo Grech, Marianna, the wife of Alfredo Debono, Maria, the wife of Vittorio Psaila, and the aforesaid children of the late Giuseppe Grech, each in respect of seven sixty-fourths, the Appearers, bar Ersilia the widow of Francesco Grech, who, in her aforesaid capacity, takes an undivided one-eighth, and bar the said Dr. Albanese and the said Mr. Gaetano Lanzon L.P., agree that the aforesaid minor, Giuseppina Grech, shall together with the other children and heirs, take a seven sixty-fourths of the remaining seven-eighth undivided portion of the estate of the said Barbara Grech, and this in consideration of the fact that her rights under the Testament of Vincenzo Grech have been waived, and by way of compensation therefor — with which the said Dr. Albanese and Mr. Lanzon L.P. declare that they agree.

Wherefore the parties proceed to the liquidation of the estates of the said Vincenzo and Barbara Grech, which comprise only the goodwill and leasehold of the Cinema Savoia and the Wines and Spirits shop at Numbers Five and Four, Piazza Sant'Anna, Sliema, together with the overlying premises, used as a Club, and together with the effects and equipment thereof — the whole of the value of Four Hundred Pounds.

The Appearers declare that the aforesaid estates shall be left unpartitioned and that they appoint the said Emmanuele Grech and Alfredo Debono administrators of the aforesaid Cinematograph and Wines and Spirits shop in the interests of all concerned.

All the Costs of the suit aforesaid, which the Plaintiff has been ordered to bear in the aforesaid judgment given on part of the claims

Exhibit 'A' on the Twenty-seventh January One Thousand Nine Hundred and
 Contract Thirty-one, and all the Costs incurred in connection with the present
 dated deed, shall be borne by the Appearers each in respect of a one-ninth
 25. 4. 1932 share thereof — and the administrators are hereby authorized to pay
 —continued such Costs and to deduct the amount so paid from the next takings.

The administrators shall render to the interested parties an account of their administration once every quarter.

Further, the administrators shall pay to Ersilia Grech nomine not less than Ten Shillings a month pending final settlement at the end of each quarter. 10

The said Mr. Armando Mifsud L.P. shall render to the interested parties, directly, an account of his administration of the aforesaid shop at Number Four, Piazza Sant'Anna, Sliema, and any credit balances left over shall be paid by him directly to each of the interested parties in accordance with the quotas established above; and the administration of Mr. Armando Mifsud L.P. shall be deemed terminated with the publication of the present contract.

Finally, Giuseppina, daughter of the said Francesco Grech, born at Sliema, residing at Hamrun, who has now attained her majority, and is married to Carmelo Bonello, appears as a party hereto — so appearing together with and with the consent and concurrence of her said husband, Carmelo Bonello, mechanic by trade, son of the late Giuseppe, born and residing at Hamrun. 20

Said Appearer is known to me Notary.

And the said Giuseppina, the wife of Carmelo Bonello, acting with her husband's consent and authorization, hereby declares, for all the ends and purposes of the law, that she agrees to and ratifies the present covenants — reaffirming her rights as regards her own quota and the payments due to her.

To all good intents and purposes, it is hereby declared that the said Barbara Grech died before the Year One Thousand Nine Hundred and Eighteen, and that, therefore, her Succession is not subject to the Succession Duty imposed in that Year; and that Notice of the Succession of the said Vincenzo Grech has been duly given to the Treasurer to Government who, on the Twentieth August, One Thousand Nine Hundred and Twenty-nine, declared the Succession exempt from Duty. 30

It is declared that, in view of their inability to effect a settlement out of Court in terms of and in accordance with the original Minute filed in the Records of the Court, the parties, on the Seventh April One Thousand Nine Hundred and Thirty-two, filed a further Application before that Court, praying for the Court's approval and sanction of the present instrument, subject to the renewal of the authorization pre- 40

viously granted, and subject to the re-appointment of the Notary and Supplementary Judge above-mentioned — and that that Court, by Decree given on the Ninth April One Thousand Nine Hundred and Thirty-two, allowed their Application.

Exhibit 'A'
Contract
dated
25. 4. 1932
—continued

It is declared further that Notice of the Succession of the said Francesco Grech was duly given to the Treasurer to Government, bearing Number Six Hundred and Eighteen of the Year One Thousand Nine Hundred and Twenty-eight, and that, on the Thirtieth March One Thousand Nine Hundred and Twenty-eight, the Treasurer to Govern-
10 ment declared the Succession exempt from Duty.

The said Giuseppe Grech died on the Twenty-sixth March One Thousand Nine Hundred and Twenty-four and Duty in respect of his Succession was paid on the Twenty-fourth July One Thousand Nine Hundred and Twenty-four.

For the purposes of the Stamp Duty Ordinance, it is declared that the value of the rights waived by the said Giuseppina Grech, and of the rights accorded to her by way of compensation therefor, amount to Twenty-one Pounds Seventeen Shillings and Six Pence — as to the im-
20 portance of which Declaration the Appearers have been duly instructed by me Notary.

Done, read and published — the parties having been duly informed of the import hereof — in Malta, in the Hall reserved for the Sit-tings of His Majesty's Court of Appeal, in the presence of Remigio Pace, Messenger, son of the late Francesco, and Roberto Mizzi, Mes-senger, son of the late Roberto, both residing in Valletta, Witnesses.

The said Maria Psaila, Giuseppa Bonello and Elena Camilleri de-clare, in the presence of the aforesaid witnesses, that they are illiterate.

(Signed) Ersilia Grech — Carmelo
30 Grech — Paolo Grech — Vittorio
Psaila — Paul Grech — Marianna
Debono — Arthur Grech—V. Grech
— Maria Grech — Emmanuele
Grech — Giuseppa Camilleri — C.
Bonello — E. Albanese — G. Lan-
zon L.P. — S. Schembri — Remigio
Pace — R. Pace — R. Mizzi.

Giovanni Azzopardi, Notary Public, Malta.

True Copy issued from the Records of Notary Giovanni Azzopardi,
this 24th August, 1946.

40 (Signed) NOT. V. BISAZZA,
Keeper.

Exhibits
A — H

EXHIBITS A — H

A.

EXTRACT FROM THE BAPTISMAL RECORDS
HELD IN THE PARISH OF STELLA MARIS, SLIEMA
(Filed 27th May, 1947)

16th October, 1944.

| | | |
|-------------------------------------|----------------------|----|
| Name | Anthnoy | |
| Surname | Grech | |
| Father's Name | Francis | |
| Mother (Name and Maiden Surname) | Ersilia Grech | 10 |
| Date of Birth | 14th November, 1917. | |

(Sd.) REV. AMEDEO BONELLO,
per Parish Priest.

B.

Ave Maris Stella.

Ego Infrascriptus Parochus
Sanctae Parochialis et Matricis Ecclesiae
B. V. M. STELLAE MARIS.
Terrae Sliema
Melivetanae Dioceseos. 20

universis praesentes litteras lecturis notum facio ac
testor, in Bapt. XI fol. 21 hujus Paroeciae libris, quae se-
quuntur, intercoetera scripta reperi videlicet:

A.D. — millesimo Nongentesimo XIX (1919) mensis Augusti die
vero XVII (18).

Adm. Rev. Dms. Amedeus Bonello Vice Parochus
baptizavit infantem die 14a ejusdem mensis, hora 5.30 p.m. domi
site in via S. Rita No. 25 natum ex Francisco Grech fil. Vincentii et
Ersilia Galea fil. qd. Pauli, coniugibus. 30

Cui imposita sunt nomina: Paulus, Maria, Joannes, Giorgius.

Patrini fuere Paulus Grech fil. Josephi et Maria Grech ejus soror.
ambo ex hac Paroecia.

Exhibits
A — H
—continued.

In quorum fidem has praesentes litteras propria manu subscripsi
sigilloque munivi.

Datum Sliemae, die 27a Februarii 1947.

SAC. HENRICUS FORMOSA.
pro Parocho.

C.

Ave Maris Stella.

10

Ego Infrascriptus Parochus
Sanctae Parochialis et Matricis Ecclesiae
B. V. M. STELLAE MARIS.
Terrae Sliema
Melivetanae Dioceseos.

universis praesentes litteras lecturis notum facio ac testor, in Bapt.
XI fol 81 hujus Paroeciae libris, quae sequuntur, intercoetera scripta
reperiri videlicet.

A.D. — millesimo Nongentesimo XX (1920) mensis Novembris die
vero XVII (17).

20 Adm. Rev. Dms. Amedeus Bonello Vice Parochus baptizavit infan-
tem die 13a hujus mensis, hora 3 a.m. natum ex Francisco Grech fil.
Vincentii et Ersilia Grech fil. qd. Pauli, coniugibus.

Cui imposita sunt nomina :

Carmelus, Salvator, Antonius.

Patrini fuere Carmelus Grech fil. Vincentii et Victoria Grech fil.
Carmeli ambo ex hac Paroecia.

In quorum fidem has praesentes litteras propria manu subscripsi
sigilloque munivi.

Datum Sliema, die 27a Februarii 1947.

30

SAC. HENRICUS FORMOSA.
pro Parocho.

Exhibits D.
A — H
—continued

EXTRACT FROM THE BAPTISMAL RECORDS
HELD IN THE PARISH OF STELLA MARIS, SLIEMA

2. 11. 45

Name Emmanuele
Surname Grech
Father's Name Francis
Mother's (Name and
Maiden Surname) Ersilia Grech
Date of Birth 11th November, 1927.

10

(Sd.) REV. JOS. INGUANEZ,
Parish Priest.

E.

EXTRACT FROM THE BAPTISMAL RECORDS
HELD IN THE PARISH OF STELLA MARIS, SLIEMA

16th October 1944.

Name Lucy
Surname Grech
Father's Name Francis
Mother's (Name and
Maiden Surname) Ersilia Galea
Date of Birth 31st. May 1923.

20

F.

EXTRACT FROM THE BAPTISMAL RECORDS
HELD IN THE PARISH OF STELLA MARIS, SLIEMA

Name Josephine
Surname Grech
Father's Name
Mother's (Name and
Maiden Surname) Ersilia Galea
Date of Birth 30th December, 1909.

30

(Sd.) REV. AMEDEO BONELLO.
per. Parish Priest.

G.

EXTRACT FROM THE BAPTISMAL RECORDS
HELD IN THE PARISH OF STELLA MARIS, SLIEMA.

Exhibits
A — H
—continued

16th. October, 1944

| | |
|---------------------------------------|---------------|
| Name | Barbara |
| Surname | Grech |
| Father's Name | Francis |
| Mother's (Name and Maiden Surname) | Ersilia Galea |

10

REV. AMEDEO BONELLO.
per. Parish Priest.

H.

EXTRACT FROM THE BAPTISMAL RECORDS
HELD IN THE PARISH OF STELLA MARIS, SLIEMA.

16th. Oct. 1944.

| | |
|---------------------------------------|--------------------|
| Name | Barbara |
| Surname | Grech |
| Father's Name | Francis |
| Mother's (Name and Maiden Surname) | Ersilia Galea |
| Date of Birth | 26th October 1924. |

20

(Sd.) REV. JOS. INGUANEZ.
Parish Priest.

Exhibit 'A'
Contract
dated
2. 2. 1925.

EXHIBIT "A"

CONTRACT DATED 2nd FEBRUARY, 1925.

The Second February One Thousand
Nine Hundred and Twenty-five.

Before me Notary, and in the presence of the undersigned competent witnesses, personally came and appeared:—

Raffaele Psaila, trader, son of the late Lorenzo, born and residing in Valletta, and Vincenzo Galea, trader, son of Antonio, born and residing in Valletta.

Vincenzo Grech, trader, son of the late Francesco, born at Birkirkara, residing at Sliema. 10

Roberto Micallef, trader, son of the late Michele, born and residing at Sliema.

Maddalena, the widow of Emmanuele Psaila, daughter of the late Francesco Calderoni, born at Russe (Ravenna), residing at Sliema, appearing in her own name as co-partner in the community of acquests between her and her late husband and as usufructuary heiress of her late husband's estate, as well as on behalf of her daughters Angelica and Beatrice Psaila, on whose behalf she promises ratification hereof. 20

Appearers are known to me Notary.

By virtue of these presents, the said Raffaele Psaila and Vincenzo Galea and Roberto Micallef lease to the said Vincenzo Grech, with effect from the First of February One Thousand Nine Hundred and Twenty-five, for the period of eight years obligatory and a further successive period of eight years at the option of the tenants, the house at Number Five, Piazza Sant'Anna, Sliema, together with the courtyard annexed thereto, which is at present used as a cinematograph, and together with the adjoining shops on either side.

The present lease is being granted subject to the following covenants and conditions. 30

I. At the annual rent of Seventy-six Pounds per annum for that part of the property leased by the said Galea and Psaila, comprising the aforesaid house and adjoining shops and the aforesaid courtyard, and comprising their own share, whatever it may amount to in actual fact, of the plot of four and two-eighths square canes annexed to and forming part of the courtyard aforesaid, which plot is bounded, on the north, by Vicolo Fawara (Fawara Lane), and, on the east and south,

by the remaining part of the courtyard; and at the annual rent of Six Pounds per annum for that portion of the aforesaid plot of four and two-eighths square canes, whatever it may amount to in actual fact, which is leased by the said Roberto Micallef.

Exhibit 'A'
Contract
dated
2. 2. 1925.
—continued

The rent is payable quarterly in advance and the one payment and the other in respect thereof shall be made directly to the said Raffaele Psaila and Vincenzo Galea and to the said Roberto Micallef.

2. All maintenance expenses, both external and internal, shall be borne by the tenant.

10 3. All improvements of whatever nature made to the benefit of the property up to this day, inclusive of the aforesaid cinematograph, and all such other improvements as the tenant Vincenzo Grech shall effect in future, whatever the extent thereof, and inclusive of all structural alterations, shall inure to the benefit of the landlord without the right on the part of the tenant to any compensation in respect thereof.

20 4. The tenant Vincenzo Grech shall not sub-let the property or surrender the lease, except to his own children, without the consent of the landlords, and where it shall be the wish of the tenant to sub-let the property or surrender the lease to extraneous parties, with or without good-will, he shall first seek and obtain the written consent of the landlords, provided however no such consent shall be required for the sub-letting of the cinematograph by itself for a period not exceeding two years or for the sub-letting of the other parts of the building for a period not exceeding one year.

5. As security for the due execution of the obligations herein undertaken, the said Vincenzo Grech hypothecates in favour of the said Psaila, Micallef and Galea, who accept, the whole of his present and future property up to the sum of Fifty Pounds, not including the aforesaid rent.

30 6. The said Roberto Micallef and his children shall have the right of admission free of charge to all cinematographic and other shows held at the aforesaid premises.

40 Finally, the said Maddalena Psaila, appearing as aforesaid, hereby declares that, with effect from this day, she surrenders all her rights in respect of the aforesaid plot of four and two-eighths square canes, and, at the same time, the said Roberto Micallef hereby releases the said Maddalena Psaila, with effect from this day, from the obligation of continuing to pay the rent of Six Pounds per annum due to him in terms of the lease agreement entered into in the Records of Notary Giovanni Chapelle in the year One Thousand Nine Hundred and Thirteen or other date approximate thereto, such lease being consider-

Exhibit 'A' ed, both by the said Roberto Micallef and the Said Maddalena Psaila,
 Contract as terminating this same day.
 dated

2. 2. 1925. The said Vincenzo Grech extends to the said Maddalena Psaila and
 —continued her daughters the right of admission free of charge to all the cinema-
 tographic and other shows held on the premises aforesaid.

The costs hereof, and the fees due to the Legal Adviser appearing
 on behalf of Raffaele Psaila, shall be borne by the said Vincenzo
 Grech.

Done, read and published — the parties having been duly inform-
 ed of the import hereof — in Malta, at Number Fifty-seven, Strada 10
 Tigne, Sliema, in the presence of Dr. Carmelo Zammit, son of the late
 Salvatore, residing in Valletta, and Giovanni Maria Scicluna, Clerk,
 son of the late Antonio, residing at Sliema, witnesses.

(Signed) P. Psaila — Vincenzo Galea — Roberto Micallef — Mad-
 dalena Psaila — Vincenzo Grech — Avv. Carmelo Zammit — G. M.
 Scicluna — Giovanni Azzopardi, Notary Public, Malta.

True Copy issued from the Records of Notary Giovanni Azzopardi.

This 19th October, 1946.

(Signed) NOT. V. BISAZZA,
 Keeper.

EXHIBIT "B"

CONTRACT DATED 15th JANUARY, 1932

Exhibit B.
Contract
dated
15. 1. 1932.The Fifteenth January One
Thousand Nine Hundred and
Thirty-two.

Before me, Dr. Ettore Francesco Vassallo, Notary Public, Malta, and in the presence of the undersigned competent witnesses, personally came and appeared:—

10 Edgar Baldacchino, trader, son of Salvatore, born at Sliema, residing in Valletta.

Alfredo Zammit, trader, son of the late Carmelo, born in Valletta, residing at Notabile.

Alfredo Axisa, trader, son of the late Vincenzo, born and residing at Sliema.

Emmanuele Grech, trader, son of the late Vincenzo, born and residing at Sliema.

Alfredo Debono, son of the late Giuseppe, born in Valletta, residing at Sliema.

Appearers are known to me Notary.

20 By virtue of these presents, the said Baldacchino, Zammit, Axisa, Grech and Debono dissolve and wind up, with effect from this day, the partnership entered into between them by deed enrolled in the Records of Notary Giovanni Azzopardi on the Nineteenth June One Thousand Nine Hundred and Thirty-one, styled "The Sliema Cinema Union", and formed with the object of carrying on the business of the Cinema Teatro Axisa at Number Five, Tower Road, Sliema and of the Cinema Savoia at Piazza Sant'Anna, Sliema.

30 The Appearers declare that they have settled and liquidated all matters pending between them and that there are no claims pending against each other in connection with the aforesaid partnership.

The Appearers declare further that the good-will and the designation or style of the aforesaid two Cinematographs, as well as the equipment thereof and all other movable effects and mechanical installations to be found therein (bar those which are the property of the landlords), now belong to them, each in respect of one-fifth.

In view of the foregoing, the Appearers Grech and Debono agree to and give their consent for the cancellation of the hypothec registered

Exhibit B. at the Public Registry in Volume "J" under Number One Thousand
 Contract Nine Hundred and Seventy-two of the Year One Thousand Nine
 dated Hundred and Thirty-one, whereby the Appearers Zammit, Axisa
 15. 1. 1932. and Baldacchino *in solidum* guaranteed to them a net profit of One
 —continued Thousand Five Hundred Pounds in terms of the aforesaid contract en-
 rolled in the Records of Notary Giovanni Azzopardi on the 19th June,
 1931.

Wherefore, said Appearers, Baldacchino, Zammit, Axisa, Grech
 and Debono, constitute and set up between them a commercial partner-
 ship with the object of carrying on the business of the Cinema Teatro 10
 Axisa at Number Five, Tower Road, Sliema and of the Cinema Savoia
 at Piazza Sant'Anna, Sliema.

The partnership, styled "The Sliema Cinema Union", is entered
 into subject to the following covenants and conditions, namely:—

Each Appearer brings into the partnership his own share of the
 good-will, the designation or style, the leasehold and the equipment
 and movable effects of the aforesaid two Cinematographs.

2. The said Grech and Debono undertaken to equip the aforesaid
 Cinema Savoia, at their own expense and bar the right of reimburse-
 ment against the partnership, with a Talkie apparatus complete with 20
 projectors and with a sufficient number of armchairs to provide ac-
 commodation for the audience.

If the partners should decide later on against the necessity of
 equipping the Cinema Savoia with the aforesaid apparatus and arm-
 chairs, the said Grech and Debono shall pay into the partnership
 funds a sum corresponding to the value of the aforesaid apparatus
 and armchairs, and the sum so paid shall belong to all the partners in
 equal shares between them; and, if installed, the apparatus and arm-
 chairs shall likewise belong to all the partners in equal shares between
 them. 30

3. The partnership is entered into for the period of eight years
 with effect from this day, and it is expressly agreed that, if the lease of
 the one Cinema or the other should for any reason or cause whatso-
 ever terminate during the aforesaid period, the business shall be car-
 ried on in the other Cinema remaining to the partnership, saving the
 provisions set down hereunder.

4. Whereas the Appearers Grech and Debono are not at present
 entitled to the lease of the Cinema Savoia for the period of eight years,
 they undertake to secure such lease by all the means open to them,
 and, if they fail to obtain the extension of the aforesaid lease for the 40

period of eight years, they shall exercise all the rights to which they are entitled by law in order to retain possession of the aforesaid premises for as long a time as possible, and if one Appearer or the other fails to carry out this undertaking, he shall be liable to the payment of a penalty of One Thousand Pounds, which shall go to the benefit of the other partners in equal shares between them.

Exhibit B.
Contract
dated
15. 1. 1932.
—continued

5. Each partner undertakes to use every possible means to secure the lease of the premises for the aforesaid period of eight years with effect from this day, and if they fail to obtain the extension of the lease
10 for the aforesaid period of eight years, they shall each exercise all the rights to which they are entitled by law in order to retain possession of the premises for as long a time as possible, provided that any partner who fails to carry out this undertaking shall be liable to the payment of a penalty of One Thousand Pounds which shall go to the benefit of the other partners in equal shares between them.

6. Each partner hereby undertakes not to enter into any association with third parties, whether directly or indirectly, for the period of eight years with effect from this day, for the running and working of any similar cinema business in Sliema; and any partner who fails
20 to observe and adhere to this condition shall be liable to a penalty of One Thousand Pounds which shall go to the benefit of the other partners in equal shares between them.

7. All profits made and all losses incurred by the partnership shall be shared equally between the partners.

8. In the event of the death of any of the partners, the partnership shall be carried on together with the heirs of the pre-deceased partner who, however, shall not be entitled to take a share in the management of the business.

9. The Appearer Baldacchino shall be the Manager and the Appearer Debono the Cashier of the concern. All personnel required shall
30 be employed on behalf of the partnership by the Appearer Grech and he alone shall have the right to decide upon the dismissal of employees.

10. Accounts shall be drawn up at the end of each month.

11. Any expense exceeding Ten Pounds in connection with the introduction of new equipment or innovation shall be made only with the consent and concurrence of the majority of the partners. Expenses in connection therewith not exceeding Ten Pounds may however be incurred by the Manager without the necessity of the consent and concurrence of the other partners.

Exhibit B.
Contract
dated
15. 1. 1932.
—continued

12. Any partner who fails to observe any of the conditions here-in agreed upon (excepting those laid down in article four, five and six hereof) shall be liable to the payment of a penalty of Two Hundred Pounds in respect of each infringement, which penalty shall go to the benefit of the other partners in equal shares between them.

13. Done, read and published—the parties having been duly informed of the import hereof — in Malta, at Number Sixty-one, Strada Forni, Valletta, in the presence of Francesco Pace, clerk, son of the late Giovanni Battista, residing at Sliema, and Alfredo Pace, clerk, son of the late Giuseppe, residing at Sliema, witnesses.

10

(Signed) Alfred Axisa
 „ Alfred Zammit
 „ Alfredo Debono
 „ Edgar Baldacchino
 „ Emmanuele Grech
 „ Alfred Pace
 „ Francis Pace
 „ Dr. Ettore Francesco Vassallo,
 Notary Public, Malta.

Registered at Volume R No. 101/1932.

20

True Copy issued from the Records of Notary Ettore Francesco Vassallo.

This Eighth November, 1947.

(Signed) PAUL PELLEGRINI PETIT,
 Notary Public, Malta.
 Keeper.

EXHIBIT "X"

Exhibit X.

Taken from the original at fol. 23 of Record No. 1066/1929 in re "Ersilia Grech *nomine* v. Carmelo Grech and Others", withdrawn whilst pending before H.M. Civil Court, First Hall, on 18th December 1933.

In H.M. Civil Court, First Hall.

10

In the matter of the Application filed by the Defendants, bar the Curators, on the 11th June, 1930 in re:

Ersilia Grech *nomine*
vs.
Carmela Grech and Others.

The Answer of Ersilia Grech *nomine*

Respectfully sheweth:—

For some time, the licence was held by Francesco Grech, Plaintiff's husband, and, in respect thereof, he paid Vincenzo Grech, the common predecessor-in-title, the sum of £5. 10. 0 a month.

Further, under the same arrangement, Francesco Grech retained £1. 0. 0 a week as remuneration for his own services and stocked the shop on his own account.

An agreement was also handed in to the Commissioner of Police, stating that, if Francesco Grech should at any time wish to give up the business, or if the business fails to prosper, the licence would revert to Vincenzo Grech.

No provision was made in that agreement as to what would happen in the event of the death of Francesco Grech, so that, on the death of Francesco Grech, which took place soon after, the licence devolved upon his wife and children according to law.

Following her husband's death, Ersilia Grech ran the business for some three months, paying Vincenzo Grech the same amount that her husband used to pay to him, namely, £5. 10. 0 a month.

Exhibit X.
—continued

The Plaintiff was then induced by Carmelo Grech, one of the Defendants in this case, to transfer the licence to Vincenzo Grech in so far as it concerned her and her children's interests — and she was given to understand that Vincenzo Grech would take all the necessary steps in order that she be appointed "substitute" and thus enabled to carry on the business on his behalf.

No such steps were taken, however, and the licence was transferred to a Mrs. Clarke.

For some time afterwards, the Plaintiff was paid £3. 10. 0 a month, that is to say, 8/- a month by each of the parties concerned. 10

Then, five months later, the parties concerned, the Defendants in this case, withheld further payment of that sum of £3. 10. 0 a month.

In view of the foregoing, therefore, the Plaintiff resists the Application.

At the same time, the Plaintiff is prepared to accept one of two alternatives, namely, either that the licence be transferred to her against payment of the sum of £5. 10. 0 a month to all the parties concerned, including herself on behalf of her children's interests, or that an extraneous party be appointed by the Court for the purpose of securing the transfer of the licence to all the heirs, subject to all such directions as the Court may deem necessary. 20

(Signed) CARM. PARNIS,
Advocate.

„ G. PACE BONELLO,
Legal Procurator.

The Twenty-sixth June, 1930.

Filed by E. Pace Bonello L.P. without Exhibits.

(Signed) J. CAMILLERI CACOPARDO,
D/Registrar.

EXHIBIT "A. A."

Exhibit A.A.

Malta
No. 569/46

Police Headquarters
Commissioner's Office,
Malta.

13th February, 1946.

Sir,

10 With reference to your letter of the 21st ultimo, I am directed by the Commissioner of Police to inform you that the present Police record of licences only dates back to 1927 when the licence in question was registered in the name of Paul Vella. On the 4th June, 1927, it was transferred to Francesco Grech who had it transferred to Vincent Grech on the 26th May, 1927. The latter, in turn, transferred the licence to a certain Grace Clarke on the 2nd. July, 1928.

2. Records for 1929, 1930, 1931 and 1932 are not available as the registers were lost or destroyed by enemy action.

3. This licence appears again in our records in 1933, in the name of Alfred Debono, who kept it up until 1943. On the 26th February, 1944, the licence was transferred to Emmanuele Grech and is still registered in his name.

20

I have the honour to be,

Sir,

Your obedient servant

(Signature illegible)

Secretary.

J. Salomone Reynaud Esq., LL.D.
51, St. Vincent Street,
Sliema.

Exhibit B.B.

EXHIBIT "B. B."*(Death Certificate Fco. Grech)*

EGO INFRASCRIPUS PAROCHUS
 SANCTAE PAROCHIALIS ET MATRICES ECCLESIAE
 B. M. V. STELLAE MARIS
 Terrae Sliema

Melivetanae Dioeceseos

universis praesentes litteras lecturis notum facio ac testor, in Defunct
 IV fol. 83 hujus Paroeciae libris, quae sequuntur, inter coetera scripta
 reperiri videlicet:

10

A.D. millesimo Nongentesimo XXVIII (1928) Martii die vero XV (15)

Franciscus Grech natus Sliemae, annorum 44, filius Vincentii et qd.
 Barbarae Schembri, maritus Ersiliae Galea, hodie, hora 12.30 p.m. sac-
 ramentis munitus, cessit e vita.

Sepultus est in Caemiterio dell'Addolorata, Div ad Occ., Sect T.,
 Part C No. 8 inf.

In quorum fidem has praesentes litteras proprio manu subscripsi,
 sigilloque munivi.

Datum Sliemae, die 27 Februarii 1947

SAC. HENRICUS FORMOSA
 Pro Parocho.

20

DEFENDANTS' EXHIBITS

No. 1. STATEMENTS 1-3 AND 4-39 FILED 27th MAY, 1947.
1st. August 1932 Payments.

For Three Months Rent in advances. Received from A. Debono and E. Grech the sum of £4. 12. 7½ each.

For Three Months Rent in advance to 31st October 1932 in No. Piazza St. Anna, Sliema.

Cr. August 31st September 30th, October 1932. 92. DAYS @ 10/6 £48 6. 0.
Cr. Received from the Club. £4 12. 0. 0.
In Hand 3. 0. 0.

Total Amount Cr. £63. 0. 0.
Dr. Paid 3 Months Rent in advance to Rafeli Psaila Dr. 20. 10. 0.

Total Remained Cr. £42. 16. 0.

| Father | £21. 0. 0. | Mother | £21. 0. 0. | £. s. d. | £. s. d. | Signature |
|------------------|------------|-----------|------------|----------------------------|----------|-----------|
| CARMELO GRECH | 2. 6. 8. | 2. 5. 11. | 4. 12. 7½. | (Sd.) Carmelo Grech | | |
| JOSEPH CAMILLERI | 2. 6. 8. | 2. 5. 11. | 4. 12. 7. | G. Camilleri | | |
| DOLORES GRECH | 2. 6. 8. | 2. 5. 11. | 4. 12. 7. | Dolores Grech | | |
| VITORINO PSAILA | 2. 6. 8. | 2. 5. 11. | 4. 12. 7. | Vitorino Psaila | | |
| EMANUELE GRECH | 2. 6. 8. | 2. 5. 11. | 4. 12. 7. | Em. Grech | | |
| ALFREDO DEBONO | 2. 6. 8. | 2. 5. 11. | 4. 12. 7. | Alfredo Debono | | |
| PAOLO GRECH | 2. 6. 8. | 2. 5. 11. | 4. 12. 7. | Paolo Grech | | |
| ERSIRIA GRECH | 2. 6. 8. | 2. 12. 6. | 4. 19. 7. | Ersilia Grech | | |
| GIUSEPPINA GRECH | 2. 6. 8. | 2. 5. 11. | 4. 12. 7. | Issued to Joseph Camilleri | | |
| | £21. | £21. | £42. | | | |

The Statements on this and the following pages are, so far as possible, an exact replica of the Originals.

| | | |
|-------------------|-----|------------|
| Giuseppina Grech. | Cr. | |
| 1st. August 1932. | | £7. 0. 0. |
| | | 16. 0. |
| | | 2. 7. |
| | | <hr/> |
| Total. | Cr. | £7. 18. 7. |
| | | <hr/> |

No. 1.

Malta. 1st. August 1932

Giuseppina Grech.

Received Payment for Giuseppina Grech (3 Months) the sum of Five Pounds and Fifteen Shillings £5. 15. 0. of 3 Months. in advance @ 1/3 from 1st August to 1932 30th. October 1932. £5. 15. 0.

(Sd.) G. CAMILLERI.

No. 2.

1st November 1932 Payments.

For 2 Months in advance. Received from A. Debono and E. Grech the Sum of £38. 2. 6.

For 2 Months in advances, to 31 December 1933 in No. Piazza St. Anna

No. 2 Sheet. Cr. November 30 Days December 31 Days Total 61 Days @ 10 6 £32. 0. 6.

£ 6. 2.

£ 9. 10.

In Hand

Cr. £47. 12. 6.
Dr. £13. 13. 4.

Total Amount

Dr. paid 2 Months Rent in advance to Rafeli Psaila

Total £33. 19. 2.
Expences for Cemetery £ 2. 9. 0.

Father £15. 15.0. and Mother £15. 15. 0. Total Remained

Cr. £31. 10. 2. 31

| Name | Father £. s. d. | Mother £. s. d. | Total £. s. d. | |
|-------------------|--------------------|--------------------|-------------------|---------------------------|
| CARMELO GRECH | 1. 15. 0. | 1. 14. 5. | 3. 9. 5. | Carmelo Grech |
| JOSEPH CAMILLIERI | 1. 15. 0. | 1. 14. 5. | 3. 9. 5. | G. Cammillieri |
| DOLORES GRECH | 1. 15. 0. | 1. 14. 5. | 3. 9. 5. | Dolores Grech |
| VITORINO PSAILA | 1. 15. 0. | 1. 15. 5. | 3. 9. 5. | Vitorino Psaila |
| EMANUELE GRECH | 1. 15. 0. | 1. 14. 5. | 3. 9. 5. | Em. Grech |
| ALFREDO DEBONO | 1. 15. 0. | 1. 14. 5. | 3. 9. 5. | Alfredo Debono. |
| PAOLO GRECH | 1. 15. 0. | 1. 14. 5. | 3. 9. 5. | Paolo Grech |
| ERSILIA GRECH | 1. 15. 0. | 1. 19. 4. | 3. 14. 4. | Ersilia Grech |
| GIUSEPPINA GRECH | 1. 15. 0. | 1. 14. 5. | 3. 9. 5. | Received by G. Camillieri |
| | £15. 15. | £15. 15. | £31. 10. 2. | |

Pzezen tal Gelati

| | |
|------------------------------------|------------|
| 1/9/32. Sold Ice Cream You-tensels | £6. 10. 0. |
| 11/9/32. 4 | 3. 0. 0. |
| | <hr/> |
| | £9. 10. 0. |
| | <hr/> |

(Sd.) G. CAMILLERI.

Carmelo Grech
 Dolores Grech
 Paolo Grech
 Alfredo Debono
 Ersilia Grech
 Emm. Grech
 Vittorio Psaila.

For payments to Giuseppina Grech to

| | |
|----------------|------------|
| Carmelo Grech | £0. 3. 0. |
| Eman. Grech | 0. 3. 0. |
| Dolores Grech | 0. 3. 0. |
| Alfredo Debono | 0. 3. 0. |
| Vitorio Psaila | 0. 3. 0. |
| | <hr/> |
| | £0. 15. 0. |
| | <hr/> |

Malta. 1/11/32.

Received payment for Giuseppina Grech 2 Months the Sum of Three Pounds and Sixteen Shillings and three pences £3. 16. 3. @ 1/3 a day for 2 Months in advances from 1st November 1932 to 31st December 1932.

£3. 16. 3.

£3. 9. 5.
0. 7. 0.

£3 16. 3.

(Sd.) G. CAMILLERI.

Giuseppina Grech Cr.

1/8/32. £7. 18. 6.

(Sd.) C. GRECH.

No. 3.

1st January 1933 Payments.

For three Months Rent in advance. Received from A. Debono and E. Grech the Sum of £37. 8. 6.

For 3 Months Rent in advance from 1st. January 1933 to 31st March 1933 in Piazza St. Anna.

Cr. January 31 Days, February 28 Days, March 31 Days, Total 90 days @ 12'6 per day. £56. 5. 0.

Dr. Paid 3 Months Rent in advance to Mr. Rafeli Psaila. Dr. 20. 10.

£35. 15.
1. 13. 6.

Cr. Sold 77 Chairs Amount In Hand Cr.

£37. 8. 6.

Total Cr. Father £18. Total Remained and Mother £18.

| Name | 9 Father by | | Mother by S. S. | | Total | |
|------------------|-------------|------------|-----------------|----------|------------------------------|--|
| | £. s. d. | £. s. d. | £. s. d. | £. s. d. | | |
| CARMELO GRECH | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | (sd) | Carmelo Grech | |
| JOSEPH CAMILLERI | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | " | G. Camilleri | |
| DOLORES GRECH | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | " | Dolores Grech | |
| VITORINO PSAILA | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | " | Vitorino Psaila | |
| EMANUELE GRECH | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | " | Em. Grech | |
| ALFREDO DEBONO | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | " | Alfredo Debono | |
| PAOLO GRECH | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | " | Paolo Grech | |
| ERSILIA GRECH | 2. 0. 0. | 2. 5. | 4. 5. 4½ | " | Ersilia Grech | |
| GIUSEPPINA GRECH | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | " | Received by G. Camilleri. | |
| | £18. 0. | £18. 0. 0. | £36. 0. | | | |

For payment to Giuseppina Grech for Boarder 3 Months.

| | |
|----------------|------------|
| Carmelo Grech | £0. 6. 0. |
| Emanuel Grech | 6. |
| Dolores Grech | 6. |
| Alferdo Debono | 6. |
| Vitorio Psaila | 6. |
| | <hr/> |
| | £1. 10. 0. |
| | <hr/> |

No. 59

Il Poplu
Quotidiano Nazionalista.
Malta 11, Gennajo 1933.

Ricevo dal Sig. Chas. Grech — Sliema.

La somma di scellini tre
per l'inserzioni ghal bejh.

(Sd.) G. GANADO.
La Direzione.

£. 3. 0.

No. 345.

11. 1. 1933.

Progress Press.

343, St. Paul Street Valletta, Malta.

Received from Chas. Grech Esq.

the Sum of ——— Pounds, Four Shillings and ——— Pence
casuals Berka during January 1933.

£. 4. 0.

(Sd.) A. AMATO Cashier.

Malta. 1/1/33.

Received payments for Giuseppina Grech 3 Months Boarder the Sum of Five Pounds and Twelve Shillings and Six pence £5. 12. 6. @ 1/3 a day of 3 Months in advance from 1st. January 1933 to 31st. March 1933.

£5. 12. 6.

£3. 19. 4.

1. 13. 2.

£5. 12. 6.

Received. (Sd.) G. CAMILLERI.

Giuseppina Grech

Cr.

£7. 18. 6.

1/1/33. Deposit.

Cr.

0. 16. 0.

1/1/33. Total remained

Cr.

£8. 14. 0.

No. 4

Ist. April 1933 Payment of Piazza St. Anna, Sliema.

Received Payments from A. Debono and F. Grech the Sum £43. 3. 0.

For 3 Months Rent in advances from 1st April 1933 to 30 June 1933.

| | | |
|--------------|-----------------------|----------------|
| | 91 DAYS @ 9/- PER DAY | £36. 8. 0. |
| Sold 2 Table | and 2 Lucking Glass | £3. 5. 0. |
| | Total | £36. 8. 0. |
| | Grand Total Amount | Cr. £43. 3. 0. |

Total Cr. Father 9 pers. £20. 10. and Mother by 8 pers. £20. 10.

| Name | £. s. d. | £. s. d. | £. s. d. |
|------------------|----------|-----------|----------------------------|
| CARMELO GRECH | 2. 5. 6. | 2. 0. 0. | 4. 5. 6 (Sd) Carmelo Grech |
| EMANUEL GRECH | 2. 5. 6. | 2. 0. 0. | 4. 5. 6 " Em. Grech |
| DOLORES GRECH | 2. 5. 6. | 2. 0. 0. | 4. 5. 6 " D. Grech. |
| PAOLO GRECH | 2. 5. 6. | 2. 4. 10. | 4. 9. 10 " Paolo Grech |
| ERSILIA GRECH | 2. 5. 6. | 2. 11. 3. | 4. 16. 9 " Ersilia Grech |
| ALFREDO DEBONO | 2. 5. 6. | 2. 0. 0. | 4. 5. 6 " Alfredo Debono |
| VITORINO PSAILA | 2. 5. 6. | 2. 0. 0. | 4. 5. 6 " Vitorino Psaila |
| JOSEPH CAMILLERI | 2. 5. 6. | 2. 4. 10. | 4. 10. 4 " G. Camilleri |
| GIUSEPPINA GRECH | 2. 5. 6. | 2. 4. 10. | 4. 10. 4 Paid. |

For payments to Giuseppina Grech to 3 Months Boarder.

| Name | £. | s. | d. |
|----------------|------------|-----------|-----------|
| Carmelo Grech | 4. | 10. | |
| Emanuele Grech | 4. | 10. | |
| Dolores Grech | 4. | 10. | |
| Alferdo Debono | 4. | 10. | |
| Vitorio Psaila | 4. | 10. | |
| | <u>£1.</u> | <u>4.</u> | <u>2.</u> |

Malta. 1/4/33.

Received payments for Giuseppina Grech the Sum of Five Pounds and Thirteen Shillings and -/9 £5.13.9. @ 1/3 per day 3 Months Boarder in advances from 1st April 1933 to 30th. June 1933.

£5. 13. 9.

£4. 10. 4.
 1. 3. 5.
£5. 13. 9.

Received. (Sd.) G. CAMILLERI.

| | | |
|---------------------|-----|-------------------|
| Giuseppina Grech | Cr. | £8. 14. 0. |
| 1/4/33 Deposit | Cr. | 1. 6. 0. |
| 1/4/33. Grand Total | Cr. | <u>£10. 0. 0.</u> |

(Sd.) C. GRECH.

1/4/33.

No. 5. Ist. July Payments of Rent in Piazza St. Anna, Sliema.

Received from A. Debono and E. Grech the Sum of £47. 16. 0.

For 3 Months Rent in advance from Ist. July to 30th September 1933.

92 Days at 8/- per day.

£36. 16. 0.

42. Sedans and 1 Front Bottle Stand (Armatura)

11. 0. 0.

Grand Total Remained
£47. 16. 0.

Cr. Father by 9 pers. £22. 0. Mother 8 person £22. 0. 0.

| Name | £. s. d. | £. s. d. | s. d. | s. d. | £. s. d. | |
|------------------|----------|-----------|-------|-------|-----------|--------------------|
| CARMELO GRECH | 2. 8. 8. | 2. 8. 3. | 4. 0. | 4. 0. | 4. 12. 11 | (Sd) Carmelo Grech |
| EMANUELE GRECH | 2. 8. 8. | 2. 8. 3. | 4. 0. | 4. 0. | 4. 12. 11 | ,, Dolores Grech |
| DOLORIS GRECH | 2. 8. 8. | 2. 8. 3. | 4. 0. | 4. 0. | 4. 12. 11 | ,, Em. Grech |
| PAOLO GRECH | 2. 8. 8. | 2. 8. 3. | Nil | Nil | 4. 16. 11 | ,, Paolo Grech |
| ERSILIA GRECH | 2. 8. 8. | 2. 15. 9. | Nil | Nil | 5. 4. 6 | ,, Ersilia Grech |
| ALFREDO DEBONO | 2. 8. 8. | 2. 8. 3. | 4. 0. | 4. 0. | 4. 12. 11 | ,, Alfredo Debono |
| VITORINO PSAILA | 2. 8. 8. | 2. 8. 3. | 4. 0. | 4. 0. | 4. 12. 11 | ,, Vitorino Psaila |
| JOSEPH CAMILLERI | 2. 8. 8. | 2. 8. 3. | Nil | Nil | 4. 16. 11 | ,, G. Camilleri |
| GIUSEPPINA GRECH | 2. 8. 8. | 2. 8. 3. | Nil | Nil | 4. 16. 11 | |

For payments to Giuseppina Grech for 3 Months Boarder in advances.

| Name | £. | s. | d. |
|----------------|-------|----|----|
| Carmelo Grech | 0. | 4. | 0. |
| Emanuele Grech | | 4. | 0. |
| Dolores Grech | | 4. | 0. |
| Alferdo Debono | | 4. | 0. |
| Vitorio Psaila | | 4. | 0. |
| | <hr/> | | |
| | £1. | 0. | 0. |
| | <hr/> | | |

Malta. 1/7/33.

Received payments for Giuseppina Grech the Sum of Five pounds and Fifteen Shillings £5. 15. 0. @ 1/3 per day for 3 Months Boarder in advances from 1st July 1933 to 30th September 1933.

£5. 15. 0.

Received Payments

(Signed) G. CAMILLERI.

£4. 14. 9.
1. 0. 3.

£5. 15. 0.

| | | |
|----------------------|-----|-------------------|
| Giuseppina Grech | Cr. | £10. 0. 0. |
| 1/7/33. Deposit. | Cr. | 1. 0. 0. |
| | | <hr/> |
| 1/7/33. Grand Total. | Cr. | <u>£11. 0. 0.</u> |

(Sd.) C. GRECH.

No. 6.

1st. October 1933 Payments of

Rent in Piazza St. Anna Sliema.

Received from A. Debono and E. Grech the Sum of £38. 6. 0. For Three Months Rent in advance from 1st October.
to 31st December 1933. 92 Days @ 8/- per day. £36. 16. 0.

Vetrina of Glass 1. 10. 0.

Grand Total Remained Cr. £38. 6. 0.

| Cr. Father by 9 pers. | £19. 3. | Mother by 8. | 8. | per. | £19. 3. 0. | £. s. d. | £. s. d. | £. s. d. | |
|-----------------------|----------|--------------|-------|-----------|----------------------|----------|----------|----------|--|
| CARMELO GRECH | 2. 2. 2½ | 2. 1. 5½ | 6. 4. | 3. 17. 3. | (Sd) Carmelo Grech | | | | |
| EMANUELE GRECH | 2. 2. 2½ | 2. 1. 5½ | 6. 4. | 3. 17. 3. | Em. Grech | | | | |
| DOLORES GRECH | 2. 2. 2½ | 2. 1. 5½ | 6. 4. | 3. 17. 3. | Dolores Grech | | | | |
| PAULINU GRECH | 2. 2. 2½ | 2. 1. 5½ | Nil | 4. 3. 7. | Paolo Grech | | | | |
| ERSIRIA GRECH | 2. 2. 2½ | 2. 1. 5½ | Nil | 4. 9. 8. | Ersilia Grech | | | | |
| ALFREDO DEBONO | 2. 2. 2½ | 2. 1. 5½ | 6. 4. | 3. 17. 3. | Alfredo Debono | | | | |
| VITORINO PSAILA | 2. 2. 2½ | 2. 1. 5½ | 6. 4. | 2. 7. 3. | Maria Psaila £1.10.0 | | | | |
| JOSEPH CAMILLERI | 2. 2. 2½ | 2. 1. 5½ | Nil | 4. 3. 7. | Giuseppe Camilleri | | | | |
| GIUSEPPINA GRECH | 2. 2. 2½ | 2. 1. 5½ | Nil | 4. 3. 7. | | | | | |

For payments to Giuseppina Grech for Deference 3 Months Border in advances.

| Name. | £. | s. | d. |
|----------------|-------|-----|----|
| Carmelo Grech | 6. | 4. | |
| Emanuele Grech | 6. | 4. | |
| Dolores Grech | 6. | 4. | |
| Alferdo Debono | 6. | 4. | |
| Vitorio Psaila | 6. | 4. | |
| | <hr/> | | |
| Total | £1. | 11. | 8. |
| | <hr/> | | |

Malta. 1/10/33.

Received payments for Giuseppina Grech the Sum of Five pounds and Fifteen Shillings £5. 15. 0. @ 1/3 per day for 3 Months Border in advance from 1st. October 1933 to 31st. December 1933.

£5. 15. 0.

Received payments.

(Sd.) G. CAMILLERI.

Giuseppina Grech

Cr. £11. 0. 0.

(Sd.) C. GRECH.

No. 7.

1st. January 1934 Payments of

Rent in advance in Piazza St. Anna, Sliema.

Received from A. Debono and E. Grech of three Months Rent in advances from 1st. January 1934 to 31st March, 1934

AT 90 DAYS @ 8/- PER DAY. £36. 0. 0.
 Sold Cantar Cr. 5. 5. 0.

Grand Total £41. 5. 0.

Expenses for Cemetery Dr. 0. 15. 0.

Grand Total Remained Cr. £40 10. 0.

Father by 9 pers. £20. 5. Mother by 8 £20. 5. and by 8 £17. 14.. 5.

| Name | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | (Sd) |
|------------------|----------|-----------|-----------|----------|-----------|-----------------|
| CARMELO GRECH | 2. 5. 0. | 2. 4. 3. | 4. 9. 3. | 4. 8. | 4. 4. 7. | Carmelo Grech |
| EMANUELE GRECH | 2. 5. 0. | 2. 4. 3. | 4. 9. 3. | 4. 8. | 4. 4. 7. | Em. Grech |
| M. DOLORIS GRECH | 2. 5. 0. | 2. 4. 3. | 4. 9. 3. | 4. 8. | 4. 4. 7. | Dolores Grech |
| PAOLINU GRECH | 2. 5. 0. | 2. 4. 3. | 4. 9. 3. | 4. 8. | 4. 9. 3. | P. Grech |
| ERSIRIA GRECH | 2. 5. 0. | 2. 10. 7. | 4. 15. 7. | Nil | 4. 15. 7. | Ersilia Grech |
| ALFERDO DEBONO | 2. 5. 0. | 2. 4. 3. | 4. 9. 3. | Nil | 4. 4. 7. | Alfredo Debono |
| VITORIO PSAILA | 2. 5. 0. | 2. 4. 3. | 4. 9. 3. | 4. 8. | 4. 4. 7. | Vittorio Psaila |
| JOSEPH CAMILLERI | 2. 5. 0. | 2. 4. 3. | 4. 9. 3. | Nil | 4. 9. 3. | J. Camilleri |
| GIUSEPPINA GRECH | 2. 5. 0. | 2. 4. 3. | 4. 9. 3. | Nil | 4. 9. 3. | |

Grand Total £20. 5. 0. £20. 5. £40. 10. 23/4. £39. 6. 3. Total £40. 9. 6.
1. 3. 3.

For payments to Giuseppina Grech for Deference of 3 Months Boarder in advances.

| Name | £. | s. | d. |
|----------------|------------|-----------|-----------|
| Carmelo Grech | | 4. | 8. |
| Emanuele Grech | | 4. | 8. |
| Dolores Grech | | 4. | 8. |
| Alfredo Debono | | 4. | 8. |
| Vitorio Psaila | | 4. | 8. |
| Total | <u>£1.</u> | <u>3.</u> | <u>3.</u> |

Malta. 1/1/34.

Received payment for Giuseppina Grech the Sum of Five pounds and Twelve Shillings and sixpence £5. 12. 6. @ 1/3 per day for 90 days Boarder in advances 3 Months from 1st January 1934 to 31st. March 1934.

£5. 12. 6.

Received payments.

(Sd.) G. CAMILLERI.

| | |
|-------|-------------------|
| Paid. | |
| Total | £4. 9. 3. |
| Add. | 1. 3. 3. |
| | <u>£5. 12. 6.</u> |

1/1/34. Deposit to C. Grech.

| | | |
|-------------------|-----|-------------------|
| Giuseppina Grech. | Cr. | <u>£11. 0. 0.</u> |
|-------------------|-----|-------------------|

(Sd.) C. GRECH.

No. 8.

1st. April 1934 Payments of

Rent in advance in Piazza St. Anna, Sliema.

Received from A. Debono and E. Grech of Three Months Rent in advances from 1st. April 1934 to 30th June 1934.

AT 91 DAYS @ 8/- PER DAY. £39. 8. 0.

Father by 9 pers. £18. 4. 0. Mother by 8 pers. £18. 4. 0. and by 8 £15. 18. 6.

| Name | £. s. d. | £. s. d. | £. s. d. | £. s. d. | |
|------------------|----------|-----------|-----------|----------|---|
| CARMELO GRECH | 2. 0. 5. | 1. 19. 9 | 4. 0. 2. | 6. 9. | 3. 13. 5. (Sd) Carmelo Grech |
| EMANN. GRECH | 2. 0. 5. | 1. 19. 9 | 4. 0. 2. | 6. 9. | 3. 13. 5. ,, Em. Grech |
| M. DOLORES GRECH | 2. 0. 5. | 1. 19. 9. | 4. 0. 2. | 6. 9. | 3. 13. 5. ,, D. Grech |
| PAOLO GRECH | 2. 0. 5. | 1. 19. 9. | 4. 0. 2. | Nil | 4. 0. 2. ,, P. Grech |
| ERSIRIA GRECH | 2. 0. 5. | 2. 5. 6. | 4. 5. 11. | Nil | 4. 5. 11. ,, Ersilia Grech |
| ALFREDO DEBONO | 2. 0. 5. | 1. 19. 9. | 4. 0. 2. | 6. 9. | 3. 13. 5. ,, Alfredo Debono |
| VITORIO PSAILA | 2. 0. 5. | 1. 19. 9. | 4. 0. 2. | 6. 9. | 3. 13. 5. ,, Joseph Psaila p. V Psaila |
| JOSEPH CAMILLERI | 2. 0. 5. | 1. 19. 9. | 4. 0. 2. | Nil | 4. 0. 2. ,, J. Camilleri |
| GIUSEPPINA GRECH | 2. 0. 5. | 1. 19. 9. | 4. 0. 2. | Nil | 4. 0. 2. ,, |

£18. 4. £18. 5. £36. 8 33. 7. £34. 13. 6.
1. 13. 7. x 11.

Total £36. 8.

For payments to Giuseppina for Deference of 3 Months Boarder in advances.

| Name | £. | s. | d. |
|----------------|-------|-----|----|
| Carmelo Grech | 6. | 9. | |
| Emanuele Grech | 6. | 9. | |
| Dolores Grech | 6. | 9. | |
| Alferdo Debono | 6. | 9. | |
| Vitorin Psaila | 6. | 9. | |
| | <hr/> | | |
| | £1. | 13. | 9. |
| | <hr/> | | |

Malta. 1/4/34.

Received payments for Giuseppina Grech the Sum of Five pounds and Thirteen Shillings and -/9. £5. 13 9. @ 1/1 per day for 91 days Boarder in advances 3 Months from 1st April 1934 to 30th. June 1934.

£5. 13. 9.

(Sd.) GPE. CAMILLERI.

| | |
|-------|------------|
| Paid. | |
| Total | £4. 0. 2. |
| Add | 1. 13. 7. |
| | <hr/> |
| | £5. 13. 9. |
| | <hr/> |

1/1/34. Deposit to C. Grech.

Giuseppina Grech.

Cr. £11. 0. 0.

(Sd.) C. GRECH.

No. 9.

1st. July 1934 Payments of

Rent in advance in Piazza St. Anna, Sliema.

Received from A. Debono and E. Grech of Three Months Rent in advances from 1st. July 1934 to 31st. September 1932

£36. 16 0.

AT 92 DAYS @ 8/- PER DAY.

Mother £18. 0. One person.

Father by 9 pers. £18. 0. £15. 15. 0. Remained by 8 Persons.

| Name | Amount | | Total | | Total | | (Sd) | Carmelo Grech |
|------------------|----------|-----------|-----------|------------|------------|----------|------|-----------------|
| | £. s. d. | £. s. d. | £. s. d. | s. d. | £. s. d. | £. s. d. | | |
| CARMELO GRECH | 2. 0. 0 | 1. 19. 4. | 3. 19. 4. | 7. 3. | 3. 12. 1. | .. | .. | Em. Grech |
| EMANUELE GRECH | 2. 0. 0 | 1. 19. 4. | 3. 19. 4. | 7. 3. | 3. 12. 1. | .. | .. | D Grech |
| M. DOLORES GRECH | 2. 0. 0. | 1. 19. 4. | 3. 19. 4. | 7. 3. | 3. 12. 1. | .. | .. | P Grech |
| PAOLINA GRECH | 2. 0. 0. | 1. 19. 4. | 3. 19. 4. | Nil | 3. 19. 4. | .. | .. | Ersilia Grech |
| ERSIRIA GRECH | 2. 0. 0. | 2. 5. | 4. 5. | Nil | 4. 5. | .. | .. | Em. Grech P. |
| ALFIERO DEBONO | 2. 0. 0. | 1. 19. 4. | 3. 19. 4. | 7. 3. | 3. 12. 1. | .. | .. | Debono |
| VITTORIO PSAILA | 2. 0. 0. | 1. 19. 4. | 3. 19. 4. | 7. 3. | 3. 12. 1. | .. | .. | Vittorio Psaila |
| JOSEPH CAMILLERI | 2. 0. 0. | 1. 19. 4. | 3. 19. 4. | Nil | 3. 19. 4. | .. | .. | Gre. Camilleri |
| JOSEPHINE GRECH | 2. 0. 0. | 1. 19. 4. | 3. 19. 4. | .. | 3. 19. 4. | .. | .. | Gre. Camilleri |
| Totals | £18. 0. | £18. 0. | £36. 16. | £1. 16. 3. | £34. 3. 5. | | | |
| | | | | | 16. 4. | | | |
| | | | | | 1. 16. 3. | | | |
| | | | | | | | | £36. 16. 0. |

| | |
|-------------------|------------|
| Giuseppina Grech | £3. 19. 4. |
| 5. Brothers, adv. | 1. 15. 8. |
| | <hr/> |
| | £5. 15. 0. |
| | <hr/> |

For payment to Giuseppina Grech for Deference of 3 Months
Boarder in advance.

| Name. | £. | s. | d. |
|----------------|---------|----|----|
| Carmelo Grech | 7. | 3. | |
| Emanuel Grech | 7. | 3. | |
| Dolores Grech | 7. | 3. | |
| Alfredo Debono | 7. | 3. | |
| Vitorio Psaila | 7. | 3. | |
| | <hr/> | | |
| | £1. 16. | 3. | |
| | <hr/> | | |

Malta. 1/7/34.

Received payments for Giuseppina Grech the Sum of Five pounds and Fifteen Shillings £5. 15. 0. @ 1/3 per day for 92 days in advance 3 Months from 1st. July 1934 to 31st. September 1934.

£5. 15. 0.

Received Payments.

(Sd.) GPE. CAMILLERI.

| | | | | |
|---------|--|-----|-------------|--|
| 1/1/34. | Deposit to C. Grech to Giuseppina Grech. | | | |
| 1/1/34. | Giuseppina Grech. | Cr. | £11. 0. 0. | |
| 1/1/34. | " " | Cr. | 0. 16. 0. | |
| | | | <hr/> | |
| 1/7/34. | Grand Total | Cr. | £11. 16. 0. | |
| | | | <hr/> | |

(Sd.) C. GRECH.

1/7/34.

No. 10.

1st. October 1934 Payments of

Rent in advances in Piazza St. Anna, Sliema.

Received from A. Debono and E. Grech of Three Months Rent in advance. From 1st October 1934 to 31st. December 1934

AT 92 DAYS @ 8 - PER DAY. £36. 16. 0.

Fathers by 9 pers. £18. 0. Mother by 1 pers. £18. 0. 0.

| Name | £. s. d. | £. s. d. | £. s. d. | s. d. | £. s. d. | (Sd) | |
|------------------|----------|-----------|-----------|-------|-----------|------|------------------------------------|
| CARMELO GRECH | 2. 0. 0. | 1. 19. 4. | 3. 19. 4. | 7. 3. | 3. 12. 1. | | Carmelo Grech |
| EMANUELE GRECH | 2. 0. 0. | 1. 19. 4. | 3. 19. 4. | 7. 3. | 3. 12. 1. | " | Em. Grech |
| M. DOLORES GRECH | 2. 0. 0. | 1. 19. 4. | 3. 19. 4. | 7. 3. | 3. 12. 1. | " | Dolores Grech |
| PAOLINU GRECH | 2. 0. 0. | 1. 19. 4. | 3. 19. 4. | Nil | 3. 19. 4. | " | Paolo Grech |
| ERSIRIA GRECH | 2. 0. 0. | 2. 5. | 4. 5. | Nil | 4. 5. | " | Ersilia Grech |
| ALFREDO DEBONO | 2. 0. 0. | 1. 19. 4. | 3. 19. 4. | 7. 3. | 3. 12. 1. | " | Alfredo Debono |
| VITORIO PSAILA | 2. 0. 0. | 1. 19. 4. | 3. 19. 4. | 7. 3. | 3. 12. 1. | " | Joseph Psaila p. Vitorio Psaila |
| JOSEPH CAMILLERI | 2. 0. 0. | 1. 19. 4. | 3. 19. 4. | Nil | 3. 19. 4. | " | Giuseppe Camilleri |
| GIUSEPPINA GRECH | 2. 0. 0. | 1. 19. 4. | 3. 19. 4. | Nil | 3. 19. 4. | " | Giuseppe Camilleri |

£18. 0. £18. 0. £36. 16. £1. 16. 3. £34. 3. 5.

16. 4.

1. 16. 3.

£36. 16. 0.

| | |
|----------------------|------------|
| Giuseppina Grech | £3. 19. 4. |
| 5. Brothers paid for | 1. 15. 8. |
| | <hr/> |
| Boarder advance. | £5. 15. 0. |
| | <hr/> |

• For Payments to Giuseppina Grech for Deference of 3 Months Boarder in advances.

| Name. | £. | s. | d. |
|----------------|-------|-----|----|
| Emanuele Grech | 7. | 3. | |
| Carmelo Grech | 7. | 3. | |
| Dolores Grech | 7. | 3. | |
| Alferdo Debono | 7. | 3. | |
| Vitorio Psaila | 7. | 3. | |
| | <hr/> | | |
| | £1. | 16. | 3. |
| | <hr/> | | |

Malta. 1/10/34.

Received payments for Giuseppina Grech the Sum of Five pounds and Fifteen Shillings £5. 15. 0. @ 1/3 per day for 92 days Boarder in advance 3. Months from 1st. October 1934 to 31st December 1934.

£5. 15. 0.

Received Payments

(Sd.) GIUSEPPE CAMILLERI.

| | | | |
|----------|---|-----|-------------|
| 1/1/34. | Deposet to C. Grech for Giuseppe Grech. | | |
| 1/7/34. | Giuseppina Grech | Cr. | £11. 16. 0. |
| 1/10/34. | " " | | 0. 16. 0. |
| | | | <hr/> |
| 1/10/34. | Grand Total | | £12. 12. 0. |
| | | | <hr/> |

(Sd.) C. GRECH.

No. 11.

1st. January 1935 Payments of

Rent in advance Piazza St. Anna, Sliema.

Received from A. Debono and F. Grech of Three Months Rent in advance from 1st. January 1935 to 21st March 1935

AT 90 DAYS @ 8 - PER DAY £36. 0. 0.

Fathers by 9 pers. £17. 10. Mother by 1 per. £17. 10. and Remained by 8 pers. £15. 6. 1.

| | £. s. d. | £. s. d. | £. s. d. | s. d. | £. s. d. | |
|------------------|------------|-----------|-----------|-------|-----------|--------------------|
| CARMELO GRECH | 1. 18. 10. | 1. 18. 3. | 3. 17. 1. | 7. 6. | 3. 9. 7. | (Sd) Carmelo Grech |
| EMANUELE GRECH | 1. 18. 10. | 1. 18. 3. | 3. 17. 1. | 7. 6. | 3. 9. 7. | Em. Grech |
| M. DOLORES GRECH | 1. 18. 10. | 1. 18. 3. | 3. 17. 1. | 7. 6. | 3. 9. 7. | D. Grech |
| PAOLU GRECH | 1. 18. 10. | 1. 18. 3. | 3. 17. 1. | Nil | 3. 17. 1. | Paulu Grech |
| ERSIRIA GRECH | 1. 18. 10. | 2. 3. 9. | 4. 2. 7. | Nil | 4. 2. 7. | Ersilia Grech |
| ALFREDO DEBONO | 1. 18. 10. | 1. 18. 3. | 3. 17. 1. | 7. 6. | 3. 9. 7. | Alfredo Debono |
| VITORIO PSAILA | 1. 18. 10. | 1. 18. 3. | 3. 17. 1. | 7. 6. | 3. 9. 7. | Vitorio Psaila |
| JOSEPH CAMILLERI | 1. 18. 10. | 1. 18. 3. | 3. 17. 1. | | 3. 17. 1. |) G. Camilleri |
| GOSEPPINA GRECH | 1. 18. 10. | 1. 18. 3. | 3. 17. 1. | Nil | 3. 17. 1. | |

£17. 10. £35. 0. £1. 17. 6. £36. 0.

November. Expenses for Cemetery.
1st. November 1934. Expenses for Cemetery.

£1. 1. 0.

Giuseppina Grech.
5. Brothers paid, for Boarder.

£3. 17. 1.
1. 15. 5.

£5. 12. 6.

For Payments to Giuseppina Grech for Deference of 3 Months
Boarder in advances.

| Name. | £. | s. | d. |
|----------------|----|-------|--------|
| Carmelo Grech | | 7. | 6. |
| Emanuele Grech | | 7. | 6. |
| Dolores Grech | | 7. | 6. |
| Alferdu Debono | | 7. | 6. |
| Vitorio Psaila | | 7. | 6. |
| | | <hr/> | |
| | | £1. | 17. 6. |
| | | <hr/> | |

Malta 1st. January 1935.

Received payment for Giuseppina
Grech the Sum of Five pounds and
Twelve Shillings and Six pence
£5. 12. 6. @ 1/3 per day for 90
days Boarder in advance 3 Months
from 1st. January 1935 to 31st
March 1935.

£5. 12. 6.

Received Payments.

(Sd.) G. CAMILLERI.

1/1/34. Deposet to C. Grech for Giuseppina Grech.
1/10/34.

£12. 12. 0.

(Sd.) C. GRECH.

No. 12.

Ist. April 1935 Payments of

Rent in advances Majestic Piazza St. Anna, Sliema.

Received from A. Debono and E. Grech of Three Months in advance from 1st. April 1935 to 30th June 1935.

AT 91 DAYS @ 8/- PER DAY £36. 8. 0.

Father by 9 pers. £18. 0. Mother by one per. £18. 0. and Remained by 8 pers. £15. 15. 0.

Brothers

| Name | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | |
|------------------|----------|-----------|-----------|----------|-----------|--------------------|
| CARMELO GRECH | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | 6. 11. | 3. 12. 3. | (Sd) Carmelo Grech |
| EMANUELE GRECH | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | 6. 11. | 3. 12. 3. | Em. Grech |
| M. DOLORES GRECH | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | 6. 11. | 3. 12. 3. | D. Grech |
| PAOLO GRECH | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | Nil | 3. 19. 2. | Paul Grech |
| ERSIRIA GRECH | 2. 0. 0. | 2. 4. 0. | 4. 4. 0. | Nil | 4. 4. 0. | Ersilia Grech |
| ALFREDO DEBONO | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | 6. 11. | 3. 12. 3. | Alfredo Debono |
| VITORIO PSAILA | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | 6. 11. | 3. 12. 3. | Carmelo Debono |
| JOSEPH CAMILLERI | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | Nil | 3. 19. 2. | Joseph Psaila |
| GIUSEPPINA GRECH | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | Nil | 3. 19. 2. | P. Vittorio Psaila |
| | | | | | | Giuseppe Camilleri |

Total £18. 0. £18. 0. £36. 0. £1. 14. 7. £36. 8.

(Giuseppina Grech)

| | | |
|---|--------------------------|-------------------|
| | Giuseppina Grech | £3. 19. 2. |
| 5 | Brothers paid for Border | 1. 14. 7. |
| | Total | <u>£5. 13. 9.</u> |

For Payments to Giuseppina Grech for the Deference of 3 Months Boarder in advance.

| Name | £. s. d. |
|----------------|-------------------|
| Carmelo Grech | 6. 11. |
| Emanuele Grech | 6. 11. |
| Dolores Grech | 6. 11. |
| Alfredo Debono | 6. 11. |
| Vitoriu Psaila | 6. 11. |
| Total | <u>£1. 14. 7.</u> |

Malta. 1st. April 1935.

Received payments for Giuseppina Grech the Sum of Five pounds and Thirteen Shillings and nine pence £5. 13. 9. @ 1/3 per day for 91 days Boarder in advance for 3 Months from 1st. April 1935 to 30th June 1935.

£5. 13. 9.

Received Payments.

(Sd.) G. CAMILLERI.

| | | |
|----------|--|-------------------|
| 1/1/34. | Deposit to C. Grech for Giuseppina Grech | |
| 1/10/34. | Late accounts | £12. 12. 0. |
| 1/4/35. | | 8. 0. |
| Total | Cr. | <u>£13. 0. 0.</u> |

(Sgd.) C. GRECH.

No. 13.

1st. July 1935 Payments of

Rent in advances Majestic Theatre, Piazza St. Anna, Sliema.

Received from A. Debono and E. Grech of Three Months. Rent in advances. From 1st July 1935 to 30th September 1935.

AT 92 DAYS @ 8/- PER DAY. £36. 16. 0.

∴: £18. 0. 0.

∴:

Father by 9 pers. £18. 0. Mother by 1 per. and Remained by 2 pers. £15. 15. 0.

Brothers

| Name | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | (Sd) |
|------------------|----------|-----------|-----------|----------|-----------|-----------------------------|
| CARMELO GRECH | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | 7. 2. | 3. 12. 0. | Carmelo Grech |
| EMANUELI GRECH | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | 7. 2. | 3. 12. 0. | Em. Grech |
| M. DOLORES GRECH | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | 7. 2. | 3. 12. 0. | C. Grech p E Grech |
| PAULO GRECH | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | Nil | 3. 19. 2. | Dolores Grech |
| ERSILIA GRECH | 2. 0. 0. | 2. 4. | 4. 4. | Nil | 4. 4. | Paolo Grech |
| ALFERDO DEBONO | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | 7. 2. | 3. 12. 0. | Ersilia Grech |
| VITORIO PSAILLA | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | 7. 2. | 3. 12. 0. | Alfredo Debono |
| JOSEPH CAMILLERI | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | Nil | 3. 19. 2. | J. Psaila pr. V. Psaila. |
| GIUSEPPIN GRECH | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | Nil | 3. 19. 2. | J. Camilleri |

£18. 0. £18. 0. £36. 16. £1 15 10 £36. 16.

(Giuseppina Grech)

5 Brothers paid for Boarder of G. Grech.

£3. 19. 2.

I. 15. 10.

£5. 15. 0.

For Payments to Giuseppina Grech for the Deference of 3 Months
Boarder in advance.

| Name | £. | s. | d. |
|----------------|-----|-----|-----|
| Carmelo Grech | 7. | 2. | |
| Emanuele Grech | 7. | 2. | |
| Dolores Grech | 7. | 2. | |
| Alfredo Debono | 7. | 2. | |
| Vitoriu Psaila | 7. | 2. | |
| Total | £1. | 15. | 10. |

Malta. 1st. July 1935.

Received payments for Giuseppina Grech the Sum of Five pounds and Fifteen Shillings £5. 15. 0. @ 1/3 per day for 92 days Boarder in advance for 3 Months from 1st July 1935 to 31st September 1935.

£5. 15. 0.

Received payments.

(Sgd.) GIUSEPPE CAMILLERI.

| | | | |
|--------|---|----------|--------|
| 1/1/34 | Deposet to C. Grech for Giuseppina Grech. | | |
| 1/4/35 | Last accounts. | £13. | 0. 0. |
| 1/7/34 | Deposet | 0. | 16. 0. |
| Total | | Cr. £13. | 16. 0. |

(Sgd.) C. GRECH.

1/7/35.

No. 14.

1st. October 1935 Payments of

Rent in advances of the Majestic in Piazza St. Anna, Sliema.

Received from A. Debono and E. Grech of Three Months Rent in advance. From 1st October 1935 to 31st December 1935.

AT 92 DAYS @ 8/- PER DAY. £36. 0. 0.

Father by 9 pers. £18. 0. Mother by 1 per. £18. and Remained by 8 pers. £15. 15. 0. Divided.

Brs. Payments

| Name | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | |
|------------------|----------|-----------|-----------|----------|-----------|----------------------------|
| CARMELO GRECH | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | 7. 2. | 3. 12 0. | (Sd) Carmelo Grech |
| EMANUELI GRECH | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | 7. 2. | 3. 12 0. | " Em. Grech |
| M. DOLORES GRECH | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | 7. 2. | 3. 12 0. | " Dolores Grech |
| PAULU GRECH | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | Nil | 3. 19. 0. | " Paolo Grech |
| ERSILIA GRECH | 2. 0. 0. | 2. 4. 0. | 4. 4. | Nil | 4. 4. | " Ersilia Grech |
| ALFERDO DEBONO | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | 7. 2. | 3. 12 0. | " J Psaila P. V Psaila. |
| VITORIO PSAILA | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | 7. 2. | 3. 12 0. | " A. Debono |
| JOSEPH CAMILLERI | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | Nil | 3. 19. 0. | " G Camilleri |
| GOSEPPIN GRECH | 2. 0. 0. | 1. 19. 2. | 3. 19. 2. | Nil | 3. 19. 0. | " G Camilleri |

£18. £18. £36. 16. £1. 15. 10. £36. 16. 0.

(Giuseppina Grech)

5. Brothers paid for Boarder of G. Grech.

| |
|------------|
| £3. 19. 2. |
| I. 15. 10. |
| <hr/> |
| £5. 15. 0. |
| <hr/> |

This payments to Giuseppina Grech the Deference of 3 Months Boarder in advances.

| Name. | £. s. d. |
|-----------------|-------------|
| Carmelo Grech | 7. 2. |
| Emanuelli Grech | 7. 2. |
| Dolores Grech | 7. 2. |
| Alferdo Debono | 7. 2. |
| Vitoriu Psaila | 7. 2. |
| | <hr/> |
| Total | £1. 15. 10. |
| | <hr/> |

Malta. 1st. October 1935.

Received payments for Giuseppina Grech the Sum of Five pounds and Fifteen Shillings £5. 15. 0. @ 1/3 per day for 92 days Boarder in advances for 3 Months from 1st. October 1935 to 31st. December 1935.

£5. 15. 0.

(Sgd.) G. CAMILLERI.

| | | |
|---------|---|-------------|
| 1/1/34 | Deposet to C. Grech for Giuseppina Grech. | |
| 1/7/35 | Last accounts | £13. 16. 0. |
| 1/10/35 | | 0. 16. 0. |
| | | <hr/> |
| 1/10/35 | Grand Total | £14. 12. 0. |
| | | <hr/> |

(Sgd.) C. GRECH.

1/10/35.

No. 15.

1st. January Payments 1936

Rents in advances of the Majestic Theatre in Piazza St. Anna, Sliema.

Received from A. Debono and E. Grech of Three Months Rent in advance. From 1st January 1936 to 31st March 1936

AT 91 DAYS @ 8/- PER DAY £36. 8. 0.
 Sold Cinematografi Meccaniqu Cr. 4. 0. 0.

Grand Total Cr. £40. 0. 0.
 Expenses for Cemetery 0. 16. 0.

Total Cr. £39. 12. 0.

£17. 6. 8.

Father by 9 pers. £19. 16. 0. Mother 1 per. £19. 16. and (Remained by 8 pers.)

5 Brothers

| Name | Father | | Mother | | Total | | Paid | | Total | |
|------------------|-----------|--------------|-----------|--------------|-----------|--------------|--------------|-----------|--------------|--------------------|
| | £. | s. d. | £. | s. d. | £. | s. d. | £. | s. d. | £. | s. d. |
| CARMELO GRECH | 2. | 4. 0. | 2. | 2. 1. | 4. | 6. 1. | Dr. 6. 0. | 4. | 0. 1. | (Sd) Carmelo Grech |
| EMANUELE GRECH | 2. | 4. 0. | 2. | 2. 1. | 4. | 6. 1. | 6. 0. | 4. | 0. 1. | Em. Grech |
| M. DOLORES GRECH | 2. | 4. 0. | 2. | 2. 1. | 4. | 6. 1. | 6. 0. | 4. | 0. 1. | M. D. Grech |
| PAUL GRECH | 2. | 4. 0. | 2. | 2. 1. | 4. | 6. 1. | Nil | 4. | 6. 1. | P Grech |
| ERSIBIA GRECH | 2. | 4. 0. | 2. | 2. 0. | 4. | 13. 1. | Nil | 4. | 13. 1. | Ersilia Grech |
| ALFERDO DEBONO | 2. | 4. 0. | 2. | 2. 0. | 4. | 6. 1. | 6. 0. | 4. | 0. 1. | Alfredo Debono |
| VITTORIO PSAILA | 2. | 4. 0. | 2. | 2. 1. | 4. | 6. 1. | 6. 0. | 4. | 0. 1. | Vittorio Psaila |
| JOSEPH CAMILLERI | 2. | 4. 0. | 2. | 2. 1. | 4. | 6. 1. | Nil | 4. | 6. 1. | G. Camilleri |
| GIUSEPPINA GRECH | 2. | 4. 0. | 2. | 2. 1. | 4. | 6. 1. | Nil | 4. | 6. 1. | |
| | £19. | 16. | £19. | 16. | £39. | 12. | £1. 10. | £39. | 12. | |

Expenses for Cemetery 16/-

1st. November 1935.

Giuseppina Grech.

5. Brothers paid the Deferences for Boarder.

| | | |
|-------|-----|----|
| £4. | 6. | 1. |
| 1. | 7. | 8. |
| <hr/> | | |
| £5. | 13. | 9. |
| <hr/> | | |

For Payments to Giuseppina Grech for the Deference of 3 Months Boarder in advance.

| Name | £. | s. | d. |
|----------------|-------|-------|----|
| Carmelo Grech | | 6. | |
| Emanuele Grech | | 6. | |
| Dolores Grech | | 6. | |
| Alfredo Debono | | 6. | |
| Vitoriu Psaila | | 6. | |
| | | <hr/> | |
| | £1. | 10. | 0. |
| | <hr/> | | |

P.S. Sold Cinematografu Meccaniqu £4. 0 0.

(Sgd.) EM. GRECH.

No. 14 Sheet Received 1/1/36.

(Sgd.) EM. GRECH.

Malta, 1st. January, 1936.

Received payments for Giuseppina Grech the Sum of Five pounds and Thirteen Shillings and -/9 @ £5. 13. 9. @ 1/3 per day for 91 days Boarder in advance for 3 Months from 1st January 1936 to 31st March 1936.

Received payments.

(Sgd.) G. CAMILLERI.

| | | | | |
|---------|---|-----|-------------------|--|
| 1/1/34 | Deposet to C. Grech for Giuseppina Grech. | | | |
| 1/10/35 | Last accounts. | Cr. | £14. 12. 0. | |
| 1/1/36. | Deposit to C. Grech | | 0. 10. 0. | |
| 1/1/36. | Grand Total | | <u>£15. 2. 0.</u> | |

(Sgd.) C. GRECH.

1st. April 1936 Payments.

Rent in advances of the Majestic Theatre in Piazza St. Anna, Sliema --- Malta.

Received from A. Debono and E. Grech of Three Months Rent in advances. From 1st April 1936 to 30th June, 1936.

AT 91 DAYS @ 8/- PTR DAY. Cr. £36. 8. 0.

Expenses for Cemetery to Cleanliness the Family Tomb D. 2. 4. 8.

Total Remained Cr. £34. 3. 4.

Father by 9 pers. £17. 1. 8. Mother by 1 per. £17. 1. 8. and Remained by 8 pers. £14. 19. 4.

| Name | Father | | Mother | | Total 5 Brothers | | Total | Paid | £. s. d. | £. s. d. | Name |
|------------------|------------|-----------|-----------|----------|------------------|----------|-----------------|------|----------|----------|------|
| | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | | | | | |
| CARMELO GRECH | 1. 17. 10. | 1. 17. 3. | 3. 15. 1. | 7. 9. | 3. 7. 4. | (Sd) | Carmelo Grech | | | | |
| EMANUELI GRECH | 1. 17. 10. | 1. 17. 3. | 3. 15. 1. | 7. 9. | 3. 7. 4. | | Em. Grech | | | | |
| M. DOLORES GRECH | 1. 17. 10. | 1. 17. 3. | 3. 15. 1. | 7. 9. | 3. 7. 4. | | Dolores Grech | | | | |
| PAULU GRECH | 1. 17. 10. | 1. 17. 3. | 3. 15. 1. | Nil | 3. 15. 1. | | P. Grech | | | | |
| ERSIRIA GRECH | 1. 17. 10. | 2. 2. 7. | 4. 0. 5. | Nil | 4. 0. 5. | | Ersilia Grech | | | | |
| ALFERDO DEBONO | 1. 17. 10. | 1. 17. 3. | 3. 15. 1. | 7. 9. | 3. 7. 4. | | Alfredo Debono | | | | |
| VITORINO PSAILA | 1. 17. 10. | 1. 17. 3. | 3. 15. 1. | 7. 9. | 3. 7. 4. | | Vitorino Psaila | | | | |
| JOSEPH CAMILLERI | 1. 17. 10. | 1. 17. 3. | 3. 15. 1. | Nil | 3. 15. 1. | | G. Camilleri | | | | |
| GIUSEPPINA GRECH | 1. 17. 10. | 1. 17. 3. | 3. 15. 1. | Nil | 3. 15. 1. | | | | | | |

(Giuseppina Grech)

5. Brothers paid the Deferences for Boarder.

| | | |
|-------|-----|--------|
| £3. | 15. | 1. |
| | 1. | 18. 8. |
| <hr/> | | |
| £5. | 13. | 9. |

This Payments to Giuseppina Grech for the Deference of 3 Months Boarder in advance.

| Name | £. | s. | d. |
|----------------|-------|-----|----|
| Carmelo Grech | 7. | 9. | |
| Emanuele Grech | 7. | 9. | |
| Dolores Grech | 7. | 9. | |
| Alferdo Debono | 7. | 9. | |
| Vitoriu Psaila | 7. | 9. | |
| | <hr/> | | |
| | £1. | 18. | 8. |
| | <hr/> | | |

No. 15. Sheet Received 1/4/36.

(Sgd). EM. GRECH.

No. 16.

Expenses for Cemetery to Cleanliness the Family Tomb.

14th. March 1936.

| | | | |
|-----------------------------|-------|-----|----|
| Sanitary Office Permissions | £1. | 0. | 2. |
| 5. Men of Coffin Paid. | 0. | 10. | 0. |
| Expenses | 0. | 14. | 6. |
| | <hr/> | | |
| Total | £2. | 4. | 8. |
| | <hr/> | | |

Received Payments.

with Thanks.

(Sgd.) SALVATORE CINI.

Malta. 1st. April 1936.

Received payments for Giuseppina Grech the Sum of Five pounds and Thirteen Shillings and -/9 £5. 13. 9. @ 1/3 per day for 91 days Boarder in advances for 3 Months from 1st. April 1936 to 30th. June 1936.

£5. 13. 9.

Received payments.

(Sgd). G. CAMILLERI.

| | | |
|--------|---|-----------------------|
| 1/1/34 | Deposet to C. Grech for Giuseppina Grech. | |
| 1/1/36 | Last accounts. | Cr. <u>£15. 2. 0.</u> |

(Sgd). C. GRECH

No. 17.

1st. July 1936 Payments.

Rent in advances of the Majestic Theatre in Piazza St. Anna, Sliema.

Received from A. Debono and E. Grech of Three Months Rent in advance. From 1st July 1936 to 30th September 1936.

AT 92 DAYS @ 8/- PER DAY. £36. 16. 0.

Father by 9 persons £18. 0. 0. Mother by 1 per. £18. 0. 0. Remained by 8 pers. £15. 15. 0.

| Name | Father | | | Mother | | | Total | | | |
|------------------|----------|-----------|-----------|----------|-----------|----------|-----------------|----------|--|--|
| | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | | |
| CARMELO GRECH | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | 7. 2. | 3. 12. 2. | (Sd) | Carmelo Grech | | | |
| EMANUELI GRECH | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | 7. 2. | 3. 12. 2. | " | Em. Grech | | | |
| M. DOLORES GRECH | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | 7. 2. | 3. 12. 2. | " | D. Grech | | | |
| PAULO GRECH | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | Nil. | 3. 19. 2. | " | P. Grech | | | |
| ERSIRIA GRECH | 2. 0. 0. | 2. 5. | 4. 5. | Nil | 4. 5. | " | Ersilia Grech | | | |
| ALFREDO DEBONO | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | 7. 2. | 3. 12. 2. | " | Alfredo Debono | | | |
| VITORINO PSALLA | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | 7. 2. | 3. 12. 2. | " | Vittorio Psalla | | | |
| JOSEPH CAMILLERI | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | Nil | 3. 19. 4. | " | (Ipe. Camilleri | | | |
| GIUSEPPINA GRECH | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | Nil | 3. 19. 4. | " | | | | |

(Giuseppina Grech)

5. Brothers paid the Deference for Boarder.

| | |
|---------|----|
| £3. 19. | 4½ |
| I. 15. | 8. |
| <hr/> | |
| £5. 15. | 0. |
| <hr/> | |

This payments to Giuseppina Grech of the Deference of 3 Months Boarder in advance.

| Name | £. | s. | d. |
|----------------|-------|-----|-----|
| Carmelo Grech | 7. | 2. | |
| Emanuele Grech | 7. | 2. | |
| Doloris Grech | 7. | 2. | |
| Alferdu Debono | 7. | 2. | |
| Vitoriu Psaila | 7. | 2. | |
| | <hr/> | | |
| Total | £1. | 15. | 10. |
| | <hr/> | | |

No. 16 Sheet Received 1/7/36.

(Sgd). EM. GRECH.

Malta. 1st July 1936.

Received payments for Giuseppina Grech the Sum of Five pounds and Fifteen Shillings £5. 15. 0. @ 1/3 per day for 92 days. Boarder in advances for 3 Months from 1st. July 1936 to 31st September 1936.

£5. 15. 0.

Received Payments.

(Sd.) GPE. CAMILLERI.

| | | | |
|---------|---|-----|------------|
| 1/1/34. | Deposet to C. Grech for Giuseppina Grech. | | |
| 11//36. | Last accounts | Cr. | £15. 2. 0. |
| | | | <hr/> |

(Sgd). EM. GRECH.

No. 18.

1st. October 1936 Payment.

Rent in advances of the Majestic Theat in Piazza St. Anna, Sliema.

Received from A. Debono and E. Grech of Three Months Rent in advances from 1st October 1936 to 31st December 1936.

AT 92 DAYS @ 8/- PER DAY. £36. 16. 0.

Father by 9 persons £18. 0. 0. Mother by 1 per. £18. 0. 0. and Remained by 8 persons £15. 15. 0.

| Name | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | |
|------------------|----------|-----------|-----------|----------|-----------|--------------------|
| CARMELO GRECH | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | 7. 2. | 3. 12. 2. | (Sd) Carmelo Grech |
| EMANUELE GRECH | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | 7. 2. | 3. 12. 2. | Em. Grech |
| M. DOLORES GRECH | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | 7. 2. | 3. 12. 2. | Dolores Grech |
| PAULO GRECH | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | Nil | 3. 19. 4½ | P. Grech |
| ERSIRIA GRECH | 2. 0. 0. | 2. 5. | 4. 5. | Nil | 4. 5. | Ersilia Grech |
| ALFERDO DEBONO | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | 7. 2. | 3. 12. 2. | Alfredo Debono |
| VITORIO PSAILA | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | 7. 2. | 3. 12. 2. | Vittorio Psaila |
| JOSEPH CAMILLERI | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | Nil | 3. 19. 4½ | G. Camilleri |
| GIUSEPPINA GRECH | 2. 0. 0. | 1. 19. 4½ | 3. 19. 4½ | Nil | 3. 19. 4½ | |

9

(Giuseppina Grech)

5. Brothers paid the Deferences for Boarder.

| | | |
|-----|-----|-----------------|
| 3. | 19. | 4 $\frac{1}{2}$ |
| 1. | 15. | 8. |
| | | |
| £5. | 15. | 0. |
| | | |

| Name | £. | s. | d. |
|----------------|-----|-----|-----|
| Carmelo Grech | 7. | 2. | |
| Emanuele Grech | 7. | 2. | |
| Dolores Grech | 7. | 2. | |
| Alferdo Debono | 7. | 2. | |
| Vitoriu Psaila | 7. | 2. | |
| | | | |
| Total | £1. | 15. | 10. |
| | | | |

No. 17. Sheet Received 1/10/36.

(Sgd). EM. GRECH.

Malta. 1st. October 1936.

Received payments for Giuseppina Grech the Sum of Five pounds and Fifteen Shillings £5. 15. 0. @ 1/3 per day for 92 days Boarder in advances, for 3 Months from 1st. October 1936 to 31st December 1936.

| | | |
|-----|-----|----|
| £5. | 15. | 0. |
| | | |

Received payments.

(Sd.) G. CAMILLERI.

| | | | | |
|---------|--|-----|------|-------|
| 1/1/34. | Deposet to C. Grech, for Giuseppe Grech. | | | |
| 1/1/36. | Last accounts | Cr. | £15. | 2. 0. |

No. 19.

1st. January 1937 Payments.

Rent in advances of the Majestic Theatre Piazza St. Anna Sliema, Malta.

Received from A. Debono and F. Grech of Three Months Rent in advances from 1st. January 1937 to 31st March 1936.

AT 90 DAYS @ 8 - PER DAY.
 £36. 0. 0.
 1. 0. 0.

Expenses for Cemetery Light and Painting

Total Remained £35. 0. 0.

Father by 9 persons £17. 10. 0. Mother by 1 per. £17. 10. and Remained by 8 pers £15. 6. 3.

| Name | Father | | Mother | | Total | | Paid | | Remained | | |
|------------------|-----------|-----------|-----------|------------|----------|------------|-------|------------|----------|----------------|--|
| | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | s. d. | £. s. d. | | | |
| CHARLES GRECH | 1. 18. 8. | 1. 18. 3. | 1. 18. 3. | 3. 16. 11. | 7. 2. | 3. 9. 9. | 7. 2. | 3. 9. 9. | (Sd) | Charles Grech | |
| EMANUELE GRECH | 1. 18. 8. | 1. 18. 3. | 1. 18. 3. | 3. 16. 11. | 7. 2. | 3. 9. 9. | 7. 2. | 3. 9. 9. | " | Emanuele Grech | |
| M. DOLORES GRECH | 1. 18. 8. | 1. 18. 3. | 1. 18. 3. | 3. 16. 11. | 7. 2. | 3. 9. 9. | 7. 2. | 3. 9. 9. | " | Dolores Grech | |
| PAULU GRECH | 1. 18. 8. | 1. 18. 3. | 1. 18. 3. | 3. 16. 11. | Nil | 3. 16. 11. | Nil | 3. 16. 11. | " | Paolo Grech | |
| ERSIRIA GRECH | 1. 18. 8. | 2. 3. 9. | 2. 3. 9. | 4. 2. 5. | Nil | 4. 2. 5. | Nil | 4. 2. 5. | " | Ersilia Grech | |
| ALFERDO DEBONO | 1. 18. 8. | 1. 18. 3. | 1. 18. 3. | 3. 16. 11. | 7. 2. | 3. 9. 9. | 7. 2. | 3. 9. 9. | " | Alfredo Debono | |
| VITORIO GRECH | 1. 18. 8. | 1. 18. 3. | 1. 18. 3. | 3. 16. 11. | 7. 2. | 3. 9. 9. | 7. 2. | 3. 9. 9. | " | Vitorio Psaila | |
| JOSEPH CAMILLERI | 1. 18. 8. | 1. 18. 3. | 1. 18. 3. | 3. 16. 11. | Nil | 3. 16. 11. | Nil | 3. 16. 11. | " | G. Camilleri | |
| GIUSEPPINA GRECH | 1. 18. 8. | 1. 18. 3. | 1. 18. 3. | 3. 16. 11. | Nil | 3. 16. 11. | Nil | 3. 16. 11. | " | | |

(Giuseppina Grech)

5. Brothers paid the Deferences for Boarder.

| |
|-------------|
| £3. 16. 11. |
| 1. 15. 7. |
| <hr/> |
| £5. 12. 6. |
| <hr/> |

For Payments to Giuseppina Grech for the Deference of 3 Months Boarder in advances.

| Name. | £. s. d. |
|----------------|-------------|
| Carmelo Grech | 7. 2. |
| Emanuel Grech | 7. 2. |
| Dolores Grech | 7. 2. |
| Alferdo Debono | 7. 2. |
| Vitoriu Psaila | 7. 2. |
| | <hr/> |
| Total | £1. 15. 10. |
| | <hr/> |

No. 18 Sheet Received 1/1/37.

(Sgd). EM. GRECH.

Boarder.

Malta. 1st. January 1937.

Received Payments for Giuseppina Grech the Sum of £5. 12. 6. @ 1/3 per day for 90 days Boarder Five pounds and Twelve Shillings and -/6 in advances for 3 Months paid from 1st January 1937 to 31st March 1937.

| |
|------------|
| £5. 12. 6. |
|------------|

Received Payments.

(Sd.) G. CAMILLERI.

| | | |
|---------|---|----------------|
| 1/1/34. | Deposet to C. Grech for Giuseppe Grech. | |
| 1/1/36. | Last accounts. | Cr. £15. 2. 0. |

No. 20.

1st. July 1937 Payments.

Rent in advances of the Magiestir Theatr Piazza St. Anna Sliema, Malta.

Received from A. Debono and E. Grech of Three Months Rent in advance from 1st. July 1937 to 30th September 1937.

AT 92 DAYS @ 8 - PER DAY. £36. 16. 0.

Father by 9 Brothers £18. 8. 0. £18. 8. Mother 1 Brother and Remained by 8 £15. 15.

| Name | £. s. d. | £. s. d. | £. s. d. | s. d. | £. s. d. | |
|------------------|----------|-----------|-----------|-----------|-----------|--------------------|
| CARMELLO GRECH | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 12. 0. | (Sd) Carmelo Grech |
| EMANUELE GRECH | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 12. 0. | " E. Grech |
| M. DOLORES GRECH | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 12. 0. | " Dolores Grech |
| PAULO GRECH | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 19. 0. | " Paolo Grech |
| ERSIRIA GRECH | 2. 0. 0. | 2. 5. 0. | 4. 5. 0. | 4. 5. 0. | 4. 5. 0. | " Ersilia Grech |
| ALFERDO DEBONO | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 12. 0. | " Alfredo Debono |
| VITORIO PSAILA | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 12. 0. | " Vittorio Psaila |
| JOSEPH CAMILLERI | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 3. 19. 0. | 3. 19. 0. | } G. Camilleri |
| GIUSEPPINA GRECH | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 3. 19. 0. | 3. 19. 0. | |

5. Brothers paid to the Deference of Boarder to Giuseppina Grech.

| |
|------------|
| £3. 19. 0. |
| 1. 16. 0. |
| £5 15. 0. |

For Payments to Giuseppina Grech for the Deferences of 3 Months Boarder in advances.

| Name | £. s. d. |
|----------------|------------|
| Charles Grech | 7. |
| Emanuele Grech | 7. |
| Dolores Grech | 7. |
| Alferdo Debono | 7. |
| Vitoriu Psaila | 7. |
| | £1. 15. 0. |

No. 20. Sheet Received. 1/7/36.

(Sgd.) EM. GRECH.

Boarder. Malta. 1/7/37.

Received Payments for Giuseppina Grech the Sum of Five pounds and Fifteen Shillings £5. 15. 0. Boarder of 92 days @ 1/3 per day in advance from 1st July 1937 to 30th September 1937.

£5. 15. 0.

Received Payments.

(Sgd.) G. CAMILLERI.

| | | | |
|---------|---|-----|------------|
| 1/1/36. | Deposit to C. Grech for Giuseppe Grech. | | |
| 1/1/36. | Last accounts. | Cr. | £15. 2. 0. |

(Sgd.) EM. GRECH.

No. 21.

1st. October 1937 Payments.

Rent in advances of the Magister Theat Piazza St. Anna Sliema, Malta.

Received from A. Debono and E. Grech of Three Months Rent in advances from 1st. October 1937 to 31st December, 1937.

£36. 16. 0.

AT 92 DAYS @ 8/- PER DAY

Father by 9 Brothers £18. 8. 0. £18. 8. Mother 1 Brother and Remained by 8 £15. 15.

| Name | £. s. d. | £. s. d. | £. s. d. | s. d. | £. s. d. | |
|------------------|----------|-----------|-----------|-------|-----------|---------------------|
| CARMELO GRECH | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 12. 0. | (Std) Carmelo Grech |
| EMANUELE GRECH | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 12. 0. | Em. Grech |
| M. DOLORES GRECH | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 12. 0. | Dolores Grech |
| PAULO GRECH | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 19. 0. | Paolo Grech |
| ERSIRIA GRECH | 2. 0. 0. | 2. 5. 0. | 4. 5. 0. | | 4. 5. 0. | Ersilia Grech |
| ALFERDO DEBONO | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 12. 0. | Alfredo Debono |
| VITORIO PSAILA | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 12. 0. | Vittorio Psaila |
| JOSEPH CAMILLERI | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | | 3. 19. 0. | } J. Camilleri |
| GIUSEPPINA GRECH | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | | 3. 19. 0. | |

5. Brothers Paid to the Deferences of Boarder to Giuseppina Grech.

| | |
|------------|------------|
| | £3. 19. 0. |
| References | 1. 16. 0. |
| | <hr/> |
| Total | £5. 15. 0. |
| | <hr/> |

This Payments to Giuseppina Grech of the Deferences of 3 Months Boarders in advance from 1st. October 1937 to 31st December 1937.

| Name | £. s. d. |
|----------------|------------|
| Carmelo Grech | 7. |
| Emanuele Grech | 7. |
| Dolores Grech | 7. |
| Alfredo Debono | 7. |
| Vitoriu Psaila | 7. |
| | <hr/> |
| Total | £1. 15. 0. |
| | <hr/> |

No. 20. Sheet Received 1/10/37.

(Sgd.) EM. GRECH.

Malta. Boarder 1/10/37.

Received Payments for Giuseppina Grech the Sum of Five pounds and Fifteen Shilings £5. 15. 0. for Boarder of 92 days @ 1/3 per day in advance from 1st. October 1937 to 31st December 1937.

£5. 15. 0.

Received Payments.

(Sgd.) G. CAMILLERI.

| | | | |
|---------|---|-----|------------|
| 1/1/34. | Deposit to C. Grech for Giuseppe Grech. | | |
| 1/1/36. | Last accounts | Cr. | £15. 2. 0. |

(Sgd.) C. GRECH.

No. 22 *

1st. January 1938 Payments of Magiester Theats.

Rent in advances of the Magiester Theats. in Piazza St. Anna, Sliema.

Received from A. Debono and E. Grech of Three Months Rent in advances from 1st. January 1938 to 31st March, 1938.

AT 92 DAYS @ 8/- PER DAY. £36. 10. 0

Expenses for the Light and Paint in Cemetery £1. 5. 0

Father and 9 Brothers £18. 8. 0 £18. 8. 0 Mother and 1 Brother and Remained by 8 £15. 15. Remained £35. 11. 0

| Name | £ | s. | d. | £ | s. | d. | £ | s. | d. | £ | s. | d. | | | |
|------------------|----|-----|----|----|-----|----|----|-----|----|-----|----|----|-----|--------|-----------------|
| CARMELO GRECH | 1. | 19. | 9 | 1. | 17. | 5 | 3. | 17. | 2 | 7. | 0 | 3. | 10. | 2 (Sd) | Carmelo Grech |
| EMMANUEL GRECH | 1. | 19. | 9 | 1. | 17. | 5 | 3. | 17. | 2 | 7. | 0 | 3. | 10. | 2 | Emmanuele Grech |
| M. DOLORES GRECH | 1. | 19. | 9 | 1. | 17. | 5 | 3. | 17. | 2 | 7. | 0 | 3. | 10. | 2 | Dolores Grech |
| PAULO GRECH | 1. | 19. | 9 | 1. | 17. | 5 | 3. | 17. | 2 | Nil | | 3. | 17. | 2 | Paolo Grech |
| ERSIRIA GRECH | 1. | 19. | 9 | 2. | 3. | 9 | 4. | 3. | 6 | Nil | | 4. | 3. | 6 | Ersilia Grech |
| ALFERDO DEBONO | 1. | 19. | 9 | 1. | 17. | 5 | 3. | 17. | 2 | 7. | | 3. | 10. | 2 | Alfredo Debono |
| VITTORIO PSAILA | 1. | 19. | 9 | 1. | 17. | 5 | 3. | 17. | 2 | 7. | | 3. | 10. | 2 | Vittorio Psaila |
| GIUSEPPINA GRECH | 1. | 19. | 9 | 1. | 17. | 5 | 3. | 17. | 2 | Nil | | 3. | 17. | 2 | G. Camilleri |
| JOSEPH CAMILLERI | 1. | 19. | 9 | 1. | 17. | 5 | 3. | 17. | 2 | Nil | | 3. | 17. | 2 | |

* Filed 21st March, 1947.

5. Brothers paid to the Deference of Boarder to Giuseppina Grech.

| | |
|-----------|-------------------|
| Deference | £3. 17. 2. |
| | 1. 15. 4. |
| Total | <u>£5. 12. 6.</u> |

This Payment to Giuseppina Grech of the Deference of 3 Months Boarder in advance from 1st January 1938 to 31st March 1938.

| Name | |
|----------------|-------------------|
| Carmelo Grech | 7. 0. |
| Emanuele Grech | 7. 0. |
| Dolores Grech | 7. 0. |
| Alfredo Debono | 7. 0. |
| Vitorio Psaila | 7. 0. |
| | <u>£1. 15. 0.</u> |

No. 21 Sheet Received 1/1/38

(Sd.) EM. GRECH.

Malta 1/1 38. Boarder

Received Payments for Giuseppina Grech the Sum of Five pounds and Twelve Shillings £5. 12. for Boarder of 90 Days @ 1/3 per day in advance from 1st. January to 31st March 1938.

£5. 12.0.

Received Payments

(Sd.) G. CAMILLERI.

| | | |
|--------|--|-------------|
| 1/1/34 | Deposet to C. Grech for Cr. to Giuseppina Grech. | |
| 1/1/36 | Last Account. | £15. 12. 0. |

(Sd) C. GRECH.

No. 23.

Ist. April 1938 Payments.

Rent in advance of the Magiester Theatre Piazza St. Anna Sliema, Malta.

Received from A. Debono and E. Grech of Three Months Rent in advance, from 1st. April 1938 to 30th. June 1938.

AT 91 DAYS @ 8/- PER DAY. £36. 8. 0.

Father by 9 Brothers £18. 4. £18. 4. Mother by 1 Brother and Remained by 8.

| Name | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | |
|------------------|----------|-----------|-----------|----------|-----------|--------------------|
| CHARLES GRECH | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 12. 0. | (Sd) Charles Grech |
| FMANUEL GRECH | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 12. 0. | Em. Grech |
| M. DOLORES GRECH | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 12. 0. | M. Dolores Grech |
| PAULO GRECH | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 19. 0. | P. Grech |
| ERSIRIA GRECH | 2. 0. 0. | 2. 5. 0. | 4. 5. 0. | | 4. 5. 0. | Ersilia Grech |
| ALFERDO DEBONO | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 12. 0. | Alfredo Debono |
| VITORIO PSAILA | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 12. 0. | Vitorio Psaila |
| JOSEPH CAMILLERI | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 19. 0. | } G. Camilleri |
| GIUSEPPINA GRECH | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 19. 0. | |

5. Brothers Paid to the Deferences for Boarder to Giuseppina Grech.

| | | |
|-------|-----|----|
| £3. | 19. | 0. |
| 1. | 14. | 9. |
| <hr/> | | |
| £5. | 13. | 9. |
| <hr/> | | |

This Payments to Giuseppina Grech of the Deferences of 3 Months Boarders in advance from 1st April 1938 to 30th June 1938.

| Name | £. | s. | d. |
|----------------|-------|-------|----|
| Carmelo Grech | | 7. | |
| Emanuele Grech | | 7. | |
| Dolores Grech | | 7. | |
| Alfredo Debono | | 7. | |
| Vitoriu Psaila | | 7. | |
| | | <hr/> | |
| | £1. | 15. | 0. |
| | <hr/> | | |

No. 22. Sheet Received. 1/4/38.

(Sgd.) EM. GRECH.

Malta. 1/4/38.

Received Payments for Giuseppina Grech the Sum of Five pounds and Thirteen Shillings and -/9 £5. 13. 9. per. of Boarder of 91 days @ 1/3 per day in advance from 1st April 1938 to 30th June 1938.

£5. 13. 9.

Received Payments.

(Sgd.) G. CAMILLERI.

Deposit to C. Grech for Cr. to Giuseppina Grech.

| | | |
|--------------|-----|------------|
| Last account | Cr. | £15. 2. 0. |
|--------------|-----|------------|

| | | |
|---------------------------------|-----|------------------|
| Expenses for the Doctor 4/4/38. | | |
| 9/5 and 3/- | Dr. | <u>0. 12. 7.</u> |

| | | |
|-------|----|------------|
| Total | C. | £14. 9. 7. |
|-------|----|------------|

| | | |
|----------------------------|----|-----------------|
| 3/4/38. 2/8. 17/4/38. 2/8. | | |
| 22/4/38. 4/8. 3/5/38. 12/- | D. | <u>1. 2. 0.</u> |

| | | |
|-------|-----|------------|
| Total | Cr. | £13. 7. 7. |
|-------|-----|------------|

| | | |
|---------------------------|-----|------------------|
| 22/5/38. 4/- | | |
| 8/5/38. 2/8. 10/6/38. 4/4 | Dr. | <u>0. 11. 0.</u> |

| | | |
|----------------|-----|------------|
| Total Remained | Cr. | 12. 16. 7. |
|----------------|-----|------------|

| | | |
|---------------------------------|--|-----------------|
| 30th June 1938 to Camilleri 4/- | | <u>0. 4. 0.</u> |
|---------------------------------|--|-----------------|

| | | |
|----------------|-----|-------------------|
| Total Remained | Cr. | <u>12. 12. 7.</u> |
|----------------|-----|-------------------|

(Sgd.) C. GRECH

No. 24.

1st. July 1938 Payments

Rent in advance of the Magestic Theatre Piazza St. Anna Sliema. Malta.

Received from A. Debono and E. Grech Three Months Rent in advances from 1st July 1938 to 31st September 1938.

AT 91 DAYS @ 8/- PER DAY. £36. 16. 0.

Father by 9 Brothers £18. 8. £18. 8. Mother by 1 and Remained by 8 Brothers.

| Name | £. s. d. | £. s. d. | £. s. d. | s. d. | £. s. d. | |
|------------------|----------|----------|----------|----------|-----------|--------------------|
| CHARLES GRECH | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 7. 0. | 3. 13. 0. | (Sd) Charles Grech |
| EMANUELE GRECH | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 7. 0. | 3. 13. 0. | E. Grech |
| M. DOLORES GRECH | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 7. 0. | 3. 13. 0. | Dolores Grech |
| PAOLO GRECH | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 4. 0. 0. | 4. 0. 0. | P. Grech |
| ERSIRIA GRECH | 2. 0. 0. | 2. 6. 0. | 4. 6. 0. | 4. 6. 0. | 4. 6. 0. | Ersilia Grech. |
| ALFREDO DEBONO | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 7. 0. | 3. 13. 0. | Alfredo Debono |
| VITORIO PSAILA | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 7. 0. | 3. 13. 0. | Vitorio Psaila |
| JOSEPH CAMILLERI | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 4. 0. 0. | 4. 0. 0. | G Camilleri |
| GOSEPPIN GRECH | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 4. 0. 0. | 4. 0. 0. | |

5. Brothers Paying to the Deferences for Boarder to Giuseppin Grech.

| | | |
|-------|-----|-----|
| £4. | 0. | 0. |
| | 1. | 15. |
| <hr/> | | |
| £5. | 15. | 0. |
| <hr/> | | |

This Payments to Giuseppina Grech of the Deferences of 3 Months Boarder in advances from 1st July 1938 to 31st September 1938.

| Name | £. | s. | d. |
|----------------|-------|-------|----|
| Carmelo Grech | | 7. | |
| Emanuele Grech | | 7. | |
| Dolores Grech | | 7. | |
| Alfred● Debono | | 7. | |
| Vitoriu Psaila | | 7. | |
| | | <hr/> | |
| Total | £1. | 15. | 0. |
| | <hr/> | | |

No. 23. Sheet Received 1/7/38.

(Sgd.) EM. GRECH.

Malta. 1/7/38.

Received Payments for Giuseppina
Grech the Sum of Five pounds and
Fifteen Shillings £5. 15. 0. for
Boarder of 92 days @ 1/3 per day
in advance from 1st July 1938 to
31st September 1938.

£5. 15. 0.

Received Payments

(Sgd.) G. CAMILLERI.

Deposit to C. Grech for Cr. to Giuseppina Grech.

| | | |
|------------------|-----|-------------|
| Last Account Cr. | | £12. 12. 7. |
| Expenses 10/9/38 | | 0. 2. 7. |
| | | <hr/> |
| Remain | Cr. | £12. 0. 0. |
| | | <hr/> |

(Sgd.) C. GRECH

1.7.38

No. 25.

1st. October 1938 Payments.

Rent in advance of the Magestic Theatre Piazza St. Anna Sliema, Malta.

Received from A. Debono and E. Grech Three Months Rent in advance from 1st. October 1938 to 31st December, 1938.

AT 91 DAYS @ 8/- PER DAY. £36. 16. 0.

Father by 9 Brothers.

Mother by 1 and Remained by 8 Brothers.

| Name | 8. 8. 0. £18. 8. 0. | | | Total | | | Paid | | | Total | | |
|------------------|---------------------|----------|----------|----------|----------|-----------|-------|-------|----------|----------|----------|------------------------------------|
| | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | s. d. | s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. |
| CHARLES GRECH | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 4. 0. 0. | 7. 0. | 3. 13. 0. | (Sd) | | | | | Charles Grech |
| EMANUEL GRECH | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 4. 0. 0. | 7. 0. | 3. 13. 0. | " | | | | | Em. Grech. |
| M. DOLORES GRECH | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 4. 0. 0. | 7. 0. | 3. 13. 0. | " | | | | | M. Dol. Grech |
| PAOLO GRECH | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 4. 0. 0. | 7. 0. | 4. 0. 0. | | | | | | |
| ERSILIA GRECH | 2. 0. 0. | 2. 6. 0. | 4. 6. 0. | 4. 6. 0. | | 4. 6. 0. | " | | | | | Ersilia Grech |
| ALFREDO DEBONO | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 4. 0. 0. | 7. 0. | 3. 13. 0. | " | | | | | Alfredo Debono |
| VITORIO PSAILA | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 4. 0. 0. | | 3. 13. 0. | " | | | | | J. Camilleri p. Vittorio Psaila |
| JOSEPH CAMILLERI | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 4. 0. 0. | | 4. 0. 0. | " | | | | | J. Camilleri |
| JOSEPHIN GRECH | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 4. 0. 0. | | 4. 0. 0. | " | | | | | |

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5. Brothers Paying to the Deferences for Boarder to Giuseppina Grech.

| | | |
|--|---------|------------|
| | Cr. | £4. 0. 0. |
| | Payment | 1. 15. 0. |
| | | <hr/> |
| | Total | £5. 15. 0. |
| | | <hr/> |

This Payments to Giuseppina Grech of the Deferences of 3 Months Boarder in advance from 1st. October to 31st December 1938.

| Name | £. | s. | d. |
|----------------|-----|-------|----|
| Charles Grech | | 7. | |
| Emanuel Grech | | 7. | |
| Dolores Grech | | 7. | |
| Alfredo Grech | | 7. | |
| Vitoriu Psaila | | 7. | |
| | | <hr/> | |
| Total | £1. | 15. | 0. |
| | | <hr/> | |

No. 24. Sheet Received.

1/1/38.

(Sgd.) EM. GRECH.

Malta. 1/10/38.

Received Payments for Giuseppina Grech the Sum of Five pounds and Fifteen Shillings £5. 15. 0. per Boarder of 92 days @ 1/3 per day in advance from 1st. October 1938 to 31st December 1938.

£5. 15: 0.

Received Payments.

(Sgd.) G. CAMILLERI.

Deposit to C. Grech for Cr. to Giuseppina Grech.
Last account Cr.

£12. 10. 0.

No. 26.

1st. January 1939 Payments.

Rent in advance of the Magestic Theatre Piazza St. Anna Sliema, Malta.

Received from A. Debono and E. Grech, Three Months Rent in advances from 1st January 1939 to 31st March, 1939.

AT 91 DAYS @ 8/- PER DAY. £36. 0. 0.
Expenses for Cemetery Light 1. 0. 0.

Remained Cr. £35. 0. 0.

Father by 9 Brothers. Mother by 1 and Remained by 8 Brothers.

| Name | £. s. d. | £. s. d. | £. s. d. | s. d. | £. s. d. | £. s. d. |
|------------------|-----------|-----------|-----------|-------|------------------|--------------------|
| CHARLES GRECH | 1. 18. 0. | 1. 17. 0. | 3. 15. 0. | 7. 8. | 3. 7. 2. | (Sd) Charles Grech |
| EMANUELE GRECH | 1. 18. 0. | 1. 17. 0. | 3. 15. 0. | 7. 8. | 3. 7. 2. | E. Grech |
| M. DOLORES GRECH | 1. 18. 0. | 1. 17. 0. | 3. 15. 0. | 7. 8. | 3. 7. 2. | M. Dolores Grech |
| POALU GRECH | 1. 18. 0. | 1. 17. 0. | 3. 15. 0. | Nil | 3. 15. 2. | Paolo Grech |
| ERSIRIA GRECH | 1. 18. 0. | 2. 4. 6. | 4. 2. 6. | Nil | 4. 2. 6. | Ersilia Grech |
| ALFERDO DEBONO | 1. 18. 0. | 1. 17. 0. | 3. 15. 0. | 7. 8. | 3. 7. 2. | Alfredo Debono |
| VITORIO PSAILA | 1. 18. 0. | 1. 17. 0. | 3. 15. 0. | 7. 8. | 3. 7. 2. | Vitorio Psaila |
| JOSEPH CAMILLERI | 1. 18. 0. | 1. 17. 0. | 3. 15. 0. | Nil | 3. 15. 2. | J. Camilleri |
| GUSEPPIN GRECH | 1. 18. 0. | 1. 17. 0. | 3. 15. 0. | Nil | 3. 15. 2. | |
| | | | | | 1. 18. 2. | |

5. Brothers Pay to the Deferences for Boarder to Giuseppina Grech.

| | |
|-------------|------------|
| Payment Cr. | £3. 15. 0. |
| Deferences | 1. 17. 6. |
| | <hr/> |
| Total | £5. 12. 6. |
| | <hr/> |

This Payments to Giuseppina Grech of the Deference of 3 Months Boarder in advance for January 1939 to 31st March 1939.

| Name | £. s. d. |
|----------------|------------|
| Charles Grech | • 7. |
| Emanuel Grech | 7. |
| Dolores Grech | 7. |
| Alfredo Grech | 7. |
| Vitoriu Psaila | 7. |
| | <hr/> |
| Total | £1. 17. 6. |
| | <hr/> |

No. 25. Sheet Received 1/1/39.

(Sgd.) EM. GRECH.

Malta. 1/1/39.

Received for Payment Giuseppina Grech the Sum of Five pounds and Twelve Shillings and -/6 Six pence £5. 12. 6 per Boarder of 90 days @ 1/3 per day in advance from 1st January 1939 to 31st March 1939.

£5. 12. 6. .

Received payments.

(Sgd.) G. CAMILLERI.

Deposit to C. Grech for Cr. to Giuseppina Grech.
1/10/38. Last accounts.

£12. 10. 0.

(Sgd.) C. GRECH

No. 27.

1st. April 1939 Payments.

Rent in advance of the Magiestic Theatre Piazza St. Anna Sliema, Malta.

Received from A. Debono and E. Grech Three Months Rent in advance from 1st April to 31st June, 1939.

£86. 8. 0.

AT 91 DAYS @ 8/- PER DAY.

Father by 9 Brothers and Mother by 1 and Remained by 8 Brothers. £15. 17. 0.

8. 4. 0. £18. 4. 0.

| Name | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | (Sd) | C. Grech |
|------------------|----------|-----------|-----------|----------|-----------|-----------|-----------------|----------|
| CHARLES GRECH | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 12. 0. | 3. 12. 0. | Em. Grech | |
| EMANUEL GRECH | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 12. 0. | 3. 12. 0. | D. Grech | |
| M. DOLORES GRECH | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 12. 0. | 3. 12. 0. | P. Grech | |
| PAOLO GRECH | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | Nil | 3. 19. 0. | 3. 19. 0. | Ersilia Grech | |
| ERSILIA GRECH | 2. 0. 0. | 2. 3. 0. | 4. 3. 0. | Nil | 4. 3. 0. | 4. 3. 0. | Alfredo Debono | |
| ALFREDO DEBONO | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 12. 0. | 3. 12. 0. | Vittorio Psaila | |
| VITORIO PSAILA | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | 7. 0. | 3. 12. 0. | 3. 12. 0. | J. Camilleri | |
| JOSEPH CAMILLERI | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | Nil | 3. 19. 0. | 3. 19. 0. | | |
| JOSEPPHINE GRECH | 2. 0. 0. | 1. 19. 0. | 3. 19. 0. | Nil | 3. 19. 0. | 3. 19. 0. | | |

No. 27.

5. Brothers pay to the Deference for Boarder to Giuseppina Grech.

| | |
|-----------|-------------|
| Payments | £3. 19. 0. |
| Deference | £1 . 14. 9. |
| | <hr/> |
| Total | £5. 13. 9. |
| | <hr/> |

| Name | £ | s. | d. |
|----------------|-----|-------|----|
| Charles Grech | | 7. | |
| Emanuel Grech | | 7. | |
| Dolores Grech | | 7. | |
| Alfredo Grech | | 7. | |
| Vitoriu Psaila | | 7. | |
| | | <hr/> | |
| Total | £1. | 15. | 0. |
| | | <hr/> | |

No. 26. Sheet Received 1/4/39.

(Sgd.) EM. GRECH.

No. 27.

Received payments for Giuseppina Grech the Sum of Five pounds and Thirteen Shillings and -/9 per Boarder @ 91 days @ 1/3 per day in advance from 1st. April 1939 to 31st June 1939.

£5. 13. 9.

(Sgd.) G. CAMILLERI.

Deposet to C. Grech for Cr. Giuseppina Grech.
1/10/38. Last Account.

£12. 10. 0.

(Sgd.) C. GRECH

No. 28.

1st. July 1939 Payments.

Rent in advance of the Magestic Theatre Piazza St. Anna, Sliema, Malta.

Received from A. Debono and E. Grech Three Months Rent in advance from 1st July 1939, to 31st. September, 1939.

AT 92 DAYS @ 8/- PER DAY. £36. 18. 0.

Father by 9 Brothers and Mother by 1 and Remained by 8 Brothers.

| Name | £18. 9. 0. | | | £18. 9. 0. | | | Total |
|------------------|------------|----------|----------|------------|-----------|--------------------|-------|
| | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | |
| CHARLES GRECH | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 6. 0. 0. | 3. 14. 0. | (Sd) Charles Grech | |
| EMANUEL GRECH | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 6. 0. 0. | 3. 14. 0. | “ E. Grech | |
| M. DOLORES GRECH | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 6. 0. 0. | 3. 14. 0. | “ P. Grech | |
| PAULO GRECH | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | Nil | 4. 0. 0. | “ D. Grech | |
| ERSILIA GRECH | 2. 1. 0. | 2. 6. 0. | 4. 7. 0. | Nil | 4. 7. 0. | “ Ersilia Grech | |
| ALFREDO DEBONO | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 6. 0. 0. | 3. 14. 0. | “ Alfredo Debono | |
| VITORIO PSAILA | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 6. 0. 0. | 3. 14. 0. | “ Vitorio Psaila | |
| JOSEPH CAMILLERI | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | Nil | 4. 0. 0. | “ J. Camilleri | |
| JOSEPPIN GRECH | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | Nil | 4. 0. 0. | | |

No. 28.

5. Brothers paying to the Deference for Boarder to Giuseppina Grech.

| | |
|------------|------------|
| Payment | £4. 0. 0. |
| Deference | £1 15. 0. |
| | <hr/> |
| | £5. 15. 0. |
| | <hr/> |
| £1. 10. 0. | |
| 0. 5. 0. | |
| <hr/> | |
| £1. 15. 0. | |
| <hr/> | |

| Name | £. | s. | d. |
|----------------|-------|-------|----|
| Charles Grech | | 6. | |
| Emanuel Grech | | 6. | |
| Dolores Grech | | 6. | |
| Alfredo Grech | | 6. | |
| Vitoriu Psaila | | 6. | |
| | | <hr/> | |
| Total | £1. | 10. | 0. |
| | <hr/> | | |

Dr. 5/- ./.

No. 27 Sheet Received 1/7/39.
1. July 1939.

Malta.

Received payments for Giuseppina Grech the Sum of Five pounds and Fifteen Shillings £5. 15. 0. per of Boarder @ 92 days @ 1/3 per day in advance from 1st. July 1939 to 30th September 1939.

£5. 15. 0.

Received payments.

(Sgd.) G. CAMILLERI.

Deposet to C. Grech for Cr. Giuseppina Grech.
1/10/39. Last Account.

£12. 10. 0.

No. 29.

1st. October 1939 Payments.

Rent in advance of the Magiests Theatre Piazza St. Anna, Sliema, Malta.

Received from A. Debono and E. Grech Three Months Rent in advances from 1st October 1939 to 31st December 1939.

AT 92 DAYS @ 8/- A DAY. £36. 16. 0.

Father by 9 Brothers and Mother by 1 and Remained by 8 Brothers.

| Name | Deference | | | Total | | | Total | Name |
|------------------|-----------|----------|-----------|----------|-----------|----------|-----------|------------------|
| | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | | |
| CHARLES GRECH | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 7. 0. | 3. 13. 0. | (Sd) | 3. 13. 0. | Charles Grech |
| EMANUELE GRECH | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 7. 0. | 3. 13. 0. | ,, | 3. 13. 0. | E. Grech |
| M. DOLORES GRECH | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 7. 0. | 3. 13. 0. | ,, | 3. 13. 0. | M. Dolores Grech |
| PAOLO GRECH | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 7. 0. | 3. 13. 0. | ,, | 3. 13. 0. | P. Grech |
| ERSIRIA GRECH | 2. 0. 10. | 2. 6. 0. | 4. 6. 10. | 7. 0. | 4. 6. 10. | ,, | 4. 6. 10. | Ersilia Grech |
| ALFREDO DEBONO | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 7. 0. | 3. 13. 0. | ,, | 3. 13. 0. | Alfredo Debono |
| VITORIO PSAILA | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 7. 0. | 3. 13. 0. | ,, | 3. 13. 0. | Vitorio Psaila |
| JOSEPH CAMILLERI | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 7. 0. | 4. 0. 0. | ,, | 4. 0. 0. | G. Camilleri |
| JOSEPPIN GRECH | 2. 0. 0. | 2. 0. 0. | 4. 0. 0. | 7. 0. | 4. 0. 0. | ,, | 4. 0. 0. | |

5. Brothers paying to the Deference for Boarder to Giuseppina Grech.

| | |
|------------|------------|
| Cr. | £4. 0. 0. |
| Deferences | £1. 15. 0. |
| | <hr/> |
| | £5. 15. 0. |
| | <hr/> |

| Name | £. | s. | d. |
|----------------|-----|-------|----|
| Charles Grech | | 7. | |
| Emanuel Grech | | 7. | |
| Dolores Grech | | 7. | |
| Alfredo Grech | | 7. | |
| Vitoriu Psaila | | 7. | |
| | | <hr/> | |
| Total | £1. | 15. | 0. |
| | | <hr/> | |

No. 28 Sheet Received 1/10/39. 1st. October 1939.

Malta. 1/10/39.

Received Payments for Giuseppina Grech the Sum of Five pounds and Fifteen Shillings £5. 15. 0. per of Boarder of 92 days @ 1/3 per day in advance from 1st October 1939 to 31st December 1939.

£5. 15. 0.

Received payments.

(Sgd.) G. CAMILLERI.

Deposet to C. Grech for Cr. to Giuseppina Grech.

1/10/38. Last Accounts. £12. 10. 0.

(Sgd.) C. GRECH.

No. 30.

1st. January 1940 Payments.

Rent in advance of the Magiestic Theatre Piazza St. Anna, Slietna, Malta.

Received from A. Debono and E. Grech Three Months Rent in advance, from 1st. January 1940 to 31st. March, 1940.

AT 91 DAYS @ 8% PER DAY. £36. 8. 0.

Cemetery. 1st November 1939, paid for Light and Flowers.

1. 10. 0.

Father by 9 Brothers and Mother by 1 and Remained Brothers by 8.

Divided.

Remain £35. 0. 0.

Deference of Board

| Name | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. |
|------------------|------------|-----------|-----------|----------|---|
| CHARLES GRECH | 1. 18. 10½ | 1. 18. 3. | 3. 17. 1. | 7. 0. | 3. 10. 1. (Std) Charles Grech |
| EMANUELE GRECH | 1. 18. 10½ | 1. 18. 3. | 3. 17. 1. | 7. 0. | 3. 10. 1. ,, Em. Grech |
| M. DOLORES GRECH | 1. 18. 10½ | 1. 18. 3. | 3. 17. 1. | 7. 0. | 3. 10. 1. ,, P. Grech |
| PAOLO GRECH | 1. 18. 10½ | 1. 18. 3. | 3. 17. 1. | Nil | 3. 17. 1. ,, Ersilia Grech |
| ERSILIA GRECH | 1. 18. 10½ | 2. 3. 9. | 4. 2. 7½ | Nil | 4. 2. 7½. ,, M. Debono |
| ALFIERO DEBONO | 1. 18. 10½ | 1. 18. 3. | 3. 17. 1. | 7. 0. | 3. 10. 1. ,, J. Camilleri p. V Psaila. |
| VITORIO PSAILA | 1. 18. 10½ | 1. 18. 3. | 3. 17. 1. | 7. 0. | 3. 10. 1. ,, J. Psaila p. |
| JOSEPH CAMILLERI | 1. 18. 10½ | 1. 18. 3. | 3. 17. 1. | Nil | 3. 17. 1. ,, J. Camilleri |
| GOSEPPIN GRECH | 1. 18. 10½ | 1. 18. 3. | 3. 17. 1. | Nil | 3. 17. 1. |

5. Brothers Paying to the Deferences for Boarder to Giuseppina Grech

| | |
|----------------|------------|
| Cr. | £3. 17. 1. |
| Pay References | 1. 16. 8. |
| | <hr/> |
| | £5. 13. 9. |
| | <hr/> |

| Name | £. s. d. |
|----------------|------------|
| Charles Grech | 7. |
| Emanuel Grech | 7. |
| Dolores Grech | 7. |
| Alfiu Debono | 7. |
| Vitoriu Psaila | 7. |
| | <hr/> |
| Total | £1. 15. 0. |
| | <hr/> |

No. 29. Sheet Received 1/1/40.

Received 1st. January 1940.

(Sgd.) EM. GRECH.

Malta 1/1/40.

Received Payments for Giuseppina Grech the Sum of Five pounds and Thirteen Shillings and -/9 £5. 13. 9. per of Boarder @ 91 days @ 1/3 per day in advance from 1st January 1940 to 31st March 1934.

£5. 13. 9.

Received payments.

(Sgd.) JOSEPH PSAILA p. JOSEPH CAMILLERI.

Deposit to C. Grech for F. Giuseppina Grech.

1/10/38. Last Account Cr.

£12. 10. 0.

(Sgd.) C. GRECH.

1/1/40.

No. 31.

1st. April 1937 Payments.

Rent in advance of the Majestic Theatre Piazza St. Anna, Sliema, Malta.

Received from A. Debono and E. Grech of Three Months Rent in advance from 1st. April 1937 to 31st June 1937.

AT 91 DAYS @ 8/- PER DAY. £36. 8. 0.

| | Amount | Amount | Amount | Total | Amount | Total | Remained | Total |
|---------------------|-------------|-------------|------------------|-----------------------|------------|--------------------------------|----------|----------|
| Father by 9 persons | £17. 14. 0. | £17. 14. 0. | Mother by 1 per. | Remained by 8 persons | £15. 6. 3. | | | |
| Name | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. | £. s. d. |
| CARMELO GRECH | 1. 18. 10. | 1. 18. 3. | 3. 17. 1. | 7. 1. 3. 10. 0. | (Sd) | Charles Grech | | |
| EMANELE GRECH | 1. 18. 10. | 1. 18. 3. | 3. 17. 1. | 7. 1. 3. 10. 0. | ," | Em. Grech | | |
| M. DOLORES GRECH | 1. 18. 10. | 1. 18. 3. | 3. 17. 1. | 7. 1. 3. 10. 0. | ," | D. Grech | | |
| PAULO GRECH | 1. 18. 10. | 1. 18. 3. | 3. 17. 1. | 7. 1. 3. 17. 1. | ," | P. Grech | | |
| ESRIRIA GRECH | 1. 18. 10. | 2. 3. 9. | 4. 2. 7. | 4. 2. 7. | ," | Ersilia Grech | | |
| ALFREDO DEBONO | 1. 18. 10. | 1. 18. 3. | 3. 17. 1. | 7. 1. 3. 10. 0. | ," | Alfredo Debono | | |
| VITORIO PSAILA | 1. 18. 10. | 1. 18. 3. | 3. 17. 1. | 7. 1. 3. 10. 0. | ," | Jospeh Psaila P. V. Psaila. | | |
| JOSEPH CAMILLERI | 1. 18. 10. | 1. 18. 3. | 3. 17. 1. | 3. 17. 1. | ," | G. Camilleri | | |
| GIUSEPPINE GRECH | 1. 18. 10. | 1. 18. 3. | 3. 17. 1. | 3. 17. 1. | | | | |

1. 15. 5

5. Brothers paid the Deferences for Boarder to Giuseppina Grech.

| |
|------------|
| £3. 17. 1. |
| 1. 16. 8. |
| <hr/> |
| £5. 13. 9. |
| <hr/> |

This Payments to Giusepp Grech of the Deferences of 3 Months Boarder in advance.

| Name to pay | £. s. d. |
|----------------|-------------------------|
| Charles Grech | 7. 1. |
| Emanuel Grech | 7. 1. |
| Dolor Grech | 7. 1. |
| Alferdu Debono | 7. 1. |
| Vitoriu Psaila | 7. 1. |
| Total | <hr/> <u>£1. 15. 5.</u> |

No. 19. Sheet Received 1/4/37.

(Sgd.) EM. GRECH.

Boarder. Malta 1/4/37.

Received Payments for Giuseppina Grech the Sum of Five pounds and Thirteen Shillings and -/9 for Boarder @ 91 days @ 1/3 per day £5. 13. 9. in advance from 1st. April 1937 to 30th June 1937.

£5. 13. 9.

Received payments.

(Sgd.) G. CAMILLERI.

1/1/34. Deposit to C. Grech for Giuseppe Grech.

1/1/36. Last accounts Cr. £15. 2. 0.

No. 32.

Family Grech Statement for January/February and March 1944.

91 DAYS @ 8/- PER DAY.

| | | | | | | | |
|-----------------|-----------|------------|------|--------|----|-------|---------------------------------|
| ELE. GRECH | 3. 13. | 4. | 10/8 | 3. 2. | 8. | (Sd.) | Em. Grech |
| M. DEBONO | 3. 13. | 4. | 10/8 | 3. 2. | 8. | " | Marianna Debono |
| DOLORES GRECH | 3. 13. | 4. | 10/8 | 3. 2. | 8. | " | Paul Grech |
| MARIA PSAILA | 3. 13. | 4. | 10/8 | 3. 2. | 8. | " | Maria Psaila |
| CHAS. GRECH | 3. 13. | 4. | 10/8 | 3. 2. | 8. | " | C. Grech |
| HELEN CAMILLERI | 4. 0. | 10. | 10/8 | 3. 10. | 2. | " | E. Grech for Ellen Camilleri |
| GUSA GRECH | 5. 13. | 9. | 10/8 | 5. 3. | 1. | " | Gusa Grech Em. Grech |
| PAUL GRECH | 4. 0. | 10. | 10/8 | 3. 10. | 2. | " | P. Grech |
| ERSILIA GRECH | 4. 5. | 11. | 10/2 | 4. 5. | 9. | " | Ersilia Grech |
| £36. 8. 0. | £4. 5. 6. | £36. 2. 6. | | | | | |

No. 33.

Statement for the Month of January February and March 1945
Family Grech 90 days @ 8/- per day.

| | | | |
|-----------------|-------------|------------|--------------------------------|
| M. A. Debono | £3. 12. 4. | £3. 6. 9. | (Sgd.) E. Grech £2. 5. Mass |
| Dolores Grech | £3. 12. 4. | £3. 6. 9. | (Sgd.) D. Grech |
| Maria Psaila | £3. 12. 4. | £3. 6. 9. | „ Em. Grech |
| Ele. Grech | £3. 12. 4. | £3. 6. 9. | „ Em. Grech |
| Chas. Grech | £3. 12. 4. | £3. 6. 9. | „ S. Grech |
| Paul Grech | £3. 19. 10. | £3. 14. 9. | „ P. Grech |
| Helen Camilleri | £3. 19. 10. | £3. 14. 9. | „ Helen Camilleri |
| Gusa Grech | £5 12. 4. | £5. 6. 9. | „ J. Grech Gusa Grech |
| Ersilia Grech | £4. 5. 0. | £4. 4. 10. | „ J. Grech Ersilia Grech |

No. 34.

Family Grech, Statement for Oct. Nov. and December 1945 @ 8/-
per day 92 days.
92 days at 8/- per day.

| Names. | | | | |
|-----------------|-------------|--------|------------------------|--|
| Em. Grech | £3. 14. 3. | (Sgd.) | E. Grech | |
| M. Debono | £3. 14. 3. | „ | E. Grech for Debono | |
| D. Grech | £3. 14. 3. | „ | D. Grech | |
| Maria Psaila | £3. 14. 3. | „ | E. Grech for M. Psaila | |
| C. Grech | £3. 14. 3. | „ | | |
| Helen Camilleri | £4. 1. 10. | „ | Helena Camilleri | |
| Gusa Grech | £5. 13. 9. | „ | Gusa Grech | |
| Paul Grech | £4. 1. 9. | „ | Paolo Grech | |
| Ersilia Grech | £4. 5. 11. | „ | Ersilia Grech | |
| | £36. 14. 6. | | | |
| Stamps | 1. 6. | | | |
| | £36. 16. 0. | | | |

No. 35

Family Grech Statement for the month of Jan. Feb. and March.
1946. 90 days at 8/- per day.

| | | | | |
|--------------|-------------|-------------|------|---------------|
| Em. Grech | £3. 12. 4. | £3. 5. 4. | (Sd) | Em. Grech |
| M. A. Debono | £3. 12. 4. | £3. 5. 4. | „ | M.A. Debooo |
| Dol. Grech | £3. 12. 4. | £3. 5. 4. | „ | D. Grech |
| M. Psaila | £3. 12. 4. | £3. 5. 4. | „ | M. Psai a |
| C. Grech | £3. 12. 4. | £3. 5. 4. | „ | |
| H. Camilleri | £3. 19. 10. | £3. 19. 10. | „ | H. Camilleri |
| Gusa Grech | £5. 12. 4. | £5. 12. 4. | „ | Gusa Grech |
| P. Grech | £3. 19. 10. | £3. 19. 10. | „ | Paolo Grech |
| Er. Grech | £4. 4. 10. | £4. 4. 10. | „ | Ersilia Grech |
| Mass | £1. 15. 0. | £1. 15. 0. | „ | |
| Stamps | 1. 6. | £ 1. 6. | | |
| <hr/> | | | | |
| £36. 0. 0. | | | | |
| <hr/> | | | | |

No. 36.

Family Grech Statement for the mont April May and June
90 days at 8/- per day.

| | | | |
|--------------|------------|--------|---------------|
| Em. Grech | £3. 13. 6. | (Sgd.) | Em. Grech |
| M. Debono | £3. 13. 6. | „ | M. Debono |
| Dol. Grech | £3. 13. 6. | „ | Dol. Grech |
| M. Psaila | £3. 13. 6. | „ | M. Psaila |
| C. Grech | £3. 13. 6. | | |
| H. Camilleri | £4. 1. 1. | „ | H. Camilleri |
| Gus. Grech | £5. 13. 0. | „ | Gus. Grech |
| P. Grech | £4. 1. 0. | „ | P. Grech |
| Ers. Grech | £4. 5. 1. | „ | Ersilia Grech |
| <hr/> | | | |
| Stamps | £36. 7. 8. | | |
| | 0. 1. 6. | | |
| <hr/> | | | |
| £36. 9. 2. | | | |
| <hr/> | | | |

No. 37

Family Grech Statement for the Month July August and September
 92 days @ 8/- per day £36. 16. 0.

| | | | | | |
|----------------|------|-----|-----|------|--------------|
| Emanuele Grech | £3. | 14. | 3. | (Sd) | Em. Grech |
| M. Debono | £3. | 14. | 3. | „ | M. Debono |
| Dol. Grech | £3. | 14. | 3. | „ | Dol. Grech |
| M. Psaila | £3. | 14. | 3. | „ | M. Psaila |
| C. Grech | £3. | 14. | 3. | „ | |
| H. Camilleri | £4. | 1. | 10. | „ | H. Camilleri |
| Gus. Grech | £5. | 13. | 9. | „ | Gius. Grech |
| P. Grech | £4. | 1. | 9. | „ | P. Grech |
| Ers. Grech. | £4. | 5. | 11. | „ | Ersilia G. |
| | | | | | |
| | £36. | 14. | 6. | | |
| | | 1. | 6. | | |
| | | | | | |
| | £36. | 16. | 0. | | |

No. 38.

Family Grech Statement for the Month October, November and
December at 8/- per day £36. 16. 0.

| | | | | | |
|--------------|-------|-----|-----|--------|--|
| Em. Grech | £3. | 14. | 3. | (Sd) | Em. Grech |
| M. Debono | £3. | 14. | 3. | „ | M. Debono |
| Dol. Grech | £3. | 14. | 3. | „ | P. Grech |
| M. Psaila | £3. | 14. | 3. | „ | P. Naudi |
| C. Grech | £3. | 14. | 3. | „ | |
| H. Camilleri | £4. | 1. | 10. | „ | F. Camilleri, E. Camilleri without prejudice |
| Gus. Grech | £5. | 13. | 9. | „ | G. Grech without prejudice |
| P. Grech | £4. | 1. | 9. | „ | P. Grech |
| Em. Grech | £4. | 5. | 11. | „ | |
| | <hr/> | | | | |
| | £36. | 14. | 6. | | |
| Stamps | | 1. | 6. | | |
| | <hr/> | | | | |
| | £36. | 16. | 0. | | |
| | <hr/> | | | | |
| | £1. | 5. | 0. | fanali | |
| Muscat | 0. | 10. | 0. | | |
| | <hr/> | | | | |
| | £1. | 15. | 0. | | |
| | <hr/> | | | | |

No. 39.

Family Grech Statement for the Month January, February and
 March. 1947 90 days per 8/- a day £36. 0. 0.

| | | | |
|-----------------|-------------|-------------------|--|
| Em. Grech | £3. 12. 4. | £3. 5. 4. | (Sgd.) Em. Grech |
| Mar. Debono | £3. 12. 4. | £3. 5. 4. | „ Em. Grech p. M. Debono |
| Dol. Grech | £3. 12. 4. | £3. 5. 4. | „ P. Grech |
| M. Psaila | £3. 12. 4. | £3. 5. 4. | „ M. Psaila |
| C. Grech | £3. 12. 4. | £3. 5. 4. | |
| Elena Camilleri | £3. 19. 10. | £3. 19. 10. | „ Received with- out prejudice F. Camilleri. |
| Gus. Grech | £5. 12. 4. | £5. 12. 4. | „ Received with- out prejudice F. Camilleri. |
| Paolo Grech | £3. 19. 10. | £3. 19. 10. | „ Paul Grech |
| Ers. Grech | £4. 4. 10. | £4. 4. 10. | |
| | | <u>£34. 3. 6.</u> | |
| fanali | £1. 5. 0. | £1. 5. 0. | |
| Muscat | £0. 10. 0. | £0. 10. 0. | |
| stamps | £0. 1. 6. | £0. 1. 6. | |
| | | <u>£36. 0. 0.</u> | |

Exhibit
No. 40.
Contract
dated 4th
July, 1932

EXHIBIT No. 40.

CONTRACT DATED 4th JULY, 1932

The Fourth July One
Thousand Nine Hundred and
Thirty-two.

Before me, Notary Giovanni Azzopardi, and in the presence of the undersigned competent witnesses, personally came and appeared:—

Vincenzo Galea, Merchant, son of Antonio, born and residing in Valetta, and Carmelo Galea, Merchant, son of Antonio aforesaid, born and residing in Valetta, appearing in his capacity as special attorney 10
for Raffaele Psaila, Merchant, son of the late Lorenzo, born and residing in Valetta, appointed by the instrument hereto annexed for the purposes of registration (Exhibit "A") — of the one part;

And — of the other part — Emmanuele Grech, Merchant, son of the late Vincenzo, born and residing at Sliema, and Alfredo Debono, Merchant, son of the late Giuseppe, born in Valetta, residing at Sliema.

Appearers are known to me Notary.

By virtue of these presents, the said Vincenzo Galea and Carmelo Galea *nomine* lease to the said Emmanuele Grech and Alfredo Debono, jointly and *in solidum*, with effect from the First of January One 20
Thousand Nine Hundred and Thirty-three (1933), for the period of eight years obligatory and a further successive period of eight years at the option of the tenants, the house at Number Five, Piazza Sant' Anna, Sliema, together with the courtyard annexed thereto, which is at present used as a cinematograph, and together with the adjoining shops on either side.

The present lease is being granted subject to the following covenants and conditions:—

I. The tenants bind themselves to relieve the landlords of all liability arising out of any claim on the part of the heirs of Vincenzo Grech 30
respecting the lease of the aforesaid property, which lease, still unexpired, was granted to the heirs aforesaid by deed entered in my Records on the Second February One Thousand Nine Hundred and Twenty-five.

2. During the period of the lease, the tenants shall have the right to carry out such structural alterations as they may consider necessary, provided such structural alterations are carried out at their own expense and with due observance on their part of the conditions hereunder stated.

3. Before any structural alterations are taken in hand, the tenants shall submit to the landlords a plan of the property in its present state and of the works it is proposed to carry out. Such works shall not be carried out except under the supervision and the responsibility of a Civil Engineer acceptable to the landlords.

4. On the termination of the lease, the tenants shall leave to the benefit of the landlords, gratuitously and without recompense, all structural improvements that shall have been carried out, and if the landlords insist that the property be restored to its present structural state, the tenants shall, at their own expense, restore the property to its present structural state.

5. The agreed rent is of Ninety-five Pounds per annum, with effect from First January next, payable quarterly in advance.

6. All internal and external maintenance expenses shall be borne by the tenants.

7. All improvements whatsoever, inclusive of the aforesaid Cinematograph, to be found in the premises at the present time, whatever the nature or extent thereof, together with all other improvements that shall be effected as aforesaid, shall inure to the benefit of the landlords without any right in the leases to any compensation therefor, and saving the conditions set out in clause four above.

8. The tenants shall not sub-let the property or surrender the rent to other parties without the consent of the landlords, Raffaele Psaila and Vincenzo Galea, and if it shall be the wish of the tenants to surrender or sub-let the property, with or without good-will, they shall first seek or obtain the consent of the landlords, provided no such consent shall be required for the sub-letting of the cinematograph by itself for a period not exceeding two years or for the sub-letting of other parts of the property for a period not exceeding two years, and provided further that the tenants shall be within their rights to sub-let the whole or part of the property, or to surrender the whole or part of the rent, to their children or their brothers, without the necessity of seeking and obtaining the consent of the landlords.

9. As security for the due execution of the obligations herein undertaken, the said Grech and Debono hypothecate in favour of the said Vincenzo Galea *proprio* and the said Carmelo Galea *nomine*, who accept, the whole of their present and future property up to a sum of Five Hundred Pounds Sterling.

10. The landlords and their children, the under-mentioned Robert Micallef and his children and family and the brothers and sisters of the tenants together with their children shall during the period of the lease have the right of admission free of charge to all cinematographic and other shows held at the aforesaid premises.

Exhibit
No. 40.
Contract
dated 4th
July, 1932
—continued.

Exhibit
No. 40.
Contract
dated 4th
July, 1932
—continued

11. The costs in respect of the present instrument and the fees due to the Legal Adviser shall be borne by the said Grech and Debono.

Finally, Roberto Micallef, trader, son of Michele, born and residing at Sliema, who is known to me Notary, appears and declares that he agrees to the present lease and that he himself leases to the said Grech and Debono, jointly and *in solidum*, at the rent of Six Pounds per annum, payable quarterly in advance with effect from 1st January, 1933, and for the aforesaid period of eight years obligatory and eight years optional, the plot of four and two-eighths square canes belonging to him, or any portion thereof belonging to him, and now forming part of the aforesaid cinematograph; in respect of which the said Grech and Debono hypothecate in favour of the said Roberto Micallef, who accepts, their present and future property in general up to the sum of Fifty Pounds. 10

Done, read and published — the parties having been duly informed of the import hereof — in Malta, at Number Twenty-five, Strada Tesoreria, Valletta, in the presence of Gaetano Ciancio, clerical assistant, son of the late Andrea, residing at Hamrun, and the Noble Nazzareno Zimmermann Barbaro, son of the late Carlo Ermolao, of independent means, residing at Zurrico, witnesses. 20

(Signed) Vincenzo Galea
 „ Carmelo Galea
 „ Roberto Micallef
 „ Alfred Debono
 „ Emm. Grech
 „ N. Zimmermann Barbaro
 „ Gaet. Ciancio
 „ Giovanni Azzopardi

Notary Public, Malta.

True Copy, issued from the Records of Notary Giov. Azzopardi. 30

This Fifth April, 1945.

(Signed) NOT. V. BISAZZA, Keeper.

EXHIBIT "Q"

CONTRACT DATED 18th AUGUST, 1932.

Exhibit "Q"
Contract
dated 18th
August, 1932The Eighteenth August One
Thousand Nine Hundred and
Thirty-two.

Before me, Notary Giovanni Azzopardi, and in the presence of the undersigned competent witnesses, personally came and appeared:—

Emmanuele Grech, son of the late Vincenzo, born and residing at Sliema, Alfredo Debono, son of the late Giuseppe, born in Valletta, residing at Sliema, Edgardo Baldacchino, son of Salvatore, born at Sliema, residing in Valletta, Alfredo Axisa, son of the late Vincenzo, born and residing at Sliema, and Alfredo Zammit, son of the late Carmelo, born in Valletta, residing at Sliema.

Appearers are known to me Notary.

Whereas by deed enrolled in my Records on the Fourth July One Thousand Nine Hundred and Thirty-two, the said Emmanuele Grech and Alfredo Debono leased from Vincenzo Galea and Others, for the period of eight years obligatory, with effect from First January One Thousand Nine Hundred and Thirty-two, and a further successive period of eight years optional, the house at Number Five, Piazza Sant' Anna, Sliema, together with the adjoining shops on either side and together with the courtyard forming part of the building and at present used as a cinematograph — subject to all the conditions covenanted in my aforesaid deed.

And whereas all the Appearers declare that they agree to and accept all the conditions governing the aforesaid lease.

And whereas the said Grech and Debono had appeared as parties to the aforesaid deed personally and on their own behalf.

And whereas, in actual fact, the said Grech and Debono should have appeared therein personally and on their own behalf as well as for and on behalf of the partnership styled The Sliema Cinema Union, entered into between them and the other Appearers by virtue of deed enrolled in the Records of Notary Ettore Francesco Vassallo on the 15th January One Thousand Nine Hundred and Thirty-two.

Now, therefore, said Appearers, Grech and Debono, acknowledge and recognise the said Baldacchino, Zammit and Axisa as co-tenants and joint holders of the tenancy of the aforesaid property, and, for their part, the said Baldacchino, Zammit and Axisa declare that they agree

Exhibit "Q" to and accept all the conditions governing the lease thereof as covenanted in my aforesaid deed.

Contract
dated 18th
August, 1932

—continued

In view of the foregoing, the said Baldacchino, Axisa and Zammit hereby promise and bind themselves *in solidum* each to relieve the said Grech and Debono of one-fifth of all and any damages that the latter may sustain by reason of the aforesaid lease and the respective registration for hypothec entered in the Public Registry in favour of the said Galea and Others at Number Two Thousand Two Hundred and Forty-five, or other number approximate thereto, of the Year One Thousand Nine Hundred and Thirty-two — the remaining two-fifths 10
being borne by the said Grech and Debono; and, with that end in view, the said Baldacchino, Axisa and Zammit *in solidum* hypothecate their property in general in favour of the said Grech and Debono up to a sum not exceeding Five Hundred and Fifty Pounds.

Further, said Appearers, Grech, Debono, Baldacchino, Axisa and Zammit, the sole partners composing the Sliema Cinema Union, hereby undertake to pay to the heirs of Vincenzo Grech the sum of Eight Shillings a day during the whole period of the lease of the aforesaid property.

Further, the Appearers, Grech, Debono, Baldacchino, Axisa and 20
Zammit, for and on behalf of The Sliema Cinema Union, grant to the said Debono the lease of that part of the premises destined to serve as a Bar and shown in the plan drawn up this day.

The lease of the Bar is so granted at the rent of One Hundred and Twenty Pounds per annum, payable quarterly in advance with effect from the day on which the respective keys are handed over to the lessee, and for a period of eight years obligatory and, subject to the retention by the Sliema Cinema Union of the lease of the property, for a further successive period of eight years optional.

It is agreed further that the aforesaid rent of One Hundred and 30
Twenty Pounds per annum shall be increased to One Hundred and Thirty Pounds per annum if and when the partners place at the disposal of the lessee a room to serve as a store-room.

All expenses incurred in connection with the maintenance of the Bar, including charges for the consumption of electric light and gas and the respective meter rents, shall during the period of the lease of the Bar be borne wholly by the Appearer Debono.

The Appearer Debono binds himself to provide the Bar with all necessary furniture and fittings, he himself retaining the ownership 40
thereof.

Further, the Appearer Debono binds himself to keep the Bar clean and orderly and to supply none but genuine drinks.

The expenses in connection with the Bar's licence, and all other permits required, shall during the period of the lease be borne by the Appearer Debono.

Exhibit "Q"
Contract
dated 18th
August, 1932
—continued

Where, through his own fault, the aforesaid licence and permits are forfeited or lost, the Appearer Debono shall pay damages to the Sliema Cinema Union in the sum of One Hundred Pounds Sterling.

The Appearer Debono undertakes to keep the Bar open during all cinematographic and other performances.

It is agreed between the parties that the present lease does not include the Carnival period of each year from Thursday to the following Tuesday, and that, during that period, and in the event of Carnival dances being held at the Cinema, the aforesaid Bar will be given out on lease, provided that, where conditions are equal, the Appearer Debono shall be entitled to the right of preference over extraneous parties.

The Appearer Debono shall not sub-let the Bar to other parties, whether directly or indirectly, without the written consent of the members composing the Sliema Cinema Union.

The Appearers, including Alfredo Debono, declare that the Bar's licence, together with the permits required for the placing of tables at Piazza Sant'Anna, included in the aforesaid lease, are and shall remain the property of the heirs of Vincenzo Grech.

Done, read and published — the parties having been duly informed of the import hereof — in Malta, at my Notarial office at Number Twenty-five, Strada Tesoreria, Valletta, in the presence of Gaetano Ciancio, clerk, son of the late Andrea, residing at Hamrun, and Vincenzo Farrugia, son of Giuseppe, residing in Valletta, witnesses.

30 (Signed) Alfred Debono
 „ Edg. Baldacchino
 „ Emm. Grech.
 „ Alfred Zammit
 „ Alfred Axisa
 „ Gaet. Ciancio
 „ Vincenzo Farrugia
 „ Giovanni Azzopardi,
 Notary Public, Malta.

True Copy issued from the Records of Notary Giovanni Azzopardi, this Twenty-sixth April, One Thousand Nine Hundred and Forty-five.

40 (Signed) NOT. V. BISAZZA,
 Keeper.

Exhibits
 "A" and "B"
 filed with
 Defendants'
 Petition to
 H.M. Court of
 Appeal

Exhibits "A" and "B" filed with Defendants' Petition To H.M. Court of Appeal

"A" —

AVE MARIA STELLA

Translation of the Original Entry in Latin from the Registers kept in the Parish Church of Stella Maris, Sliema.

Alfred Debono, born in Valletta, son of the late Vincenzo Debono and Mary Anne Busuttill, husband of May Grech, died at Birkirkara on the 1st March, 1942, aged 52 years.

The above is true and correct.

10

Given this 29th day of July, 1948.

(Signed) REV. J. M. INGUANEZ,
 Parish Priest.

"B" —

In H.M. Civil Court, First Hall.

2nd. August, 1946.

To: Emmanuele Grech, Joseph, Mary, the wife of Alfred Lanzon, Amelia, the wife of Joseph Zammit Bonnett A. & C.E., Doris, the wife of Joseph Mifsud, Frank and Walter, minors, brothers and sisters Debono, the last-named represented by their mother, Marianna, the widow of Alfredo Debono — all of whom in their capacity as heirs of their father, the said Alfredo Debono, the wives acting with their husbands' consent and concurrence. 20

Giuseppa, the wife of Carmelo Bonello, Barbara, the wife of 30 Carmelo Baldacchino, Antonio, Paolo, Carmelo, Emmanuele, Lucy,

and Dolores, the wife of Joseph Muiet, brothers and sisters Grech — the wives acting with their husband's consent and concurrence — hereby call upon Emmanuele Grech to hand over to them, within four days, the licence of The Majestic Theatre, formerly held by the Conquerer Bar and belonging to their father, Francesco Grech.

Exhibits
"A" and "B"
filed with
Defendants'
Petition to
H.M. Court
of Appeal
—continued

And whereas, by contract enrolled in the Records of Notary Giovanni Azzopardi on the 26th April, 1932, the said Emmanuele Grech, together with the said Alfredo Debono, since deceased, were appointed administrators of the estate of Vincenzo Grech, the predecessor-in-title
10 of the parties causing service of the present Judicial Letter — which estate, in terms of the aforesaid contract, had to be left unpartitioned; — and whereas, on the death of Alfredo Debono, the said Carmelo Debono took over the administration of the estate as *negotiorum gestor*; — the aforesaid parties hereby call upon you to render to them, within six days, the accounts of the aforesaid administration during the period that has elapsed from the date of the contract to the present day.

And the aforesaid parties warn you that, in default, they will take steps against you according to law.

Without prejudice to all other rights to which they may be entitled
20 according to law.

You will pay the Costs hereof.

(Signed) J. SALOMONE REYNAUD,
Advocate
,, EDW. ASCIAK MIFSUD,
Legal Procurator.

30

EXHIBIT "K"

LEASE AGREEMENT DATED 12th APRIL, 1926.

The Twelfth April One Thousand
Nine Hundred and Twenty-six.

Exhibit "K"
Lease agree-
ment dated
12th April
1926

40 Before me, Notary Giovanni Azzopardi, and in the presence of the undersigned competent witnesses, personally came and appeared: —

Vincenzo Grech, trader,, son of the late Francesco, born at Sliema, baptised at Birkirkara and residing at Sliema—of the one part; -

And — of the other part — Emmanuele Grech, trader, son of Vincenzo, born and residing at Sliema.

Exhibit "K"
 Lease agree-
 ment dated
 12th April
 1926
 —continued

Appearers are known to me Notary.

By virtue of these presents, Vincenzo Grech sub-lets to Emmanuele Grech the building situate at Number Four, Piazza Sant' Anna, Sliema, used as a Cinematograph, and known as Cinema Savoia, together with the good-will thereof and all the effects to be found therein.

For the period of four years obligatory, with effect from the Eleventh August next, and a further successive period of three years optional;—

At the rent of Five Shillings per day, payable quarterly in advance. 10

It is agreed that Alberto Micallef and family, Mrs. Psaila and family and all members of the family of both Appearers shall have the right to be admitted free of charge to the performances held at the aforesaid Cinema.

All effects to be found in the aforesaid cinema shall be handed over to Emmanuele Grech, duly inventoried, by Mr. Baldacchino.

All expenses incurred in connection with the maintenance of the aforesaid cinema, including all charges for the consumption of electric light, gas and water, and the respective meter rents, shall during the present lease be borne by Emmanuele Grech. 20

Done, read and published — the parties having been duly informed of the import hereof — in Malta, at my Notarial Office at Number Twenty-five, Strada Tesoreria, Valletta, in the presence of Benedetto Sacco, clerk, son of the late Leonardo, residing at Hamrun, and Giuseppe Bacchiani, son of the late Santo, residing in Valletta.

(Signed) Vincenzo Grech
 „ Emmanuele Grech
 „ Benedetto Sacco
 „ G. Bacchiani
 „ Giovanni Azzopardi, 30
 Notary Public, Malta.

True Copy issued from the Records of Notary Giovanni Azzopardi.

This Fifteenth October, 1949.

(Signed) NOT. V. BISAZZA,
 Keeper.