

~~944. G. 2.~~

Judgment
12, 1959

IN THE PRIVY COUNCIL

No. 21 of 1957

ON APPEAL

FROM THE SUPREME COURT OF THE FEDERATION OF MALAYA

THE COURT OF APPEAL AT PENANG

B E T W E E N :-

CHEW BOON Le

Appellant

- and -

L. RAMANATHAN CHETTIAR in his
capacity as administrator of
the Estate of M.R.S.L.
Letchumanan Chettiar, deceased

First Respondent

RAWANG TIN FIELDS
LIMITED

Second Respondent

KUNDANG TIN DREDGING
LIMITED,

Third Respondent

RAWANG CONCESSIONS
LIMITED,

Fourth Respondent

- and -

Pro
Forma
Re-
spon-
dents

HARRISONS AND
CROSFIELD (MALAYA)
LIMITED

Fifth Respondent

RECORD OF PROCEEDINGS

GRAHAM PAGE & CO.,
41, Whitehall,
London, S.W.1.
Solicitors for Appellant.

LAWRANCE MESSER & CO.,
16, Coleman Street,
London, E.C.2.
Solicitors for Respondents.

UNIVERSITY OF LONDON
INSTITUTE OF ADVANCED
LEGAL STUDIES
12 MAR 1960
25 RUSSELL SQUARE
LONDON, W.C.1.

55585

IN THE PRIVY COUNCILNo. 21 of 1957ON APPEALFROM THE SUPREME COURT OF THE FEDERATION OF MALAYATHE COURT OF APPEAL AT PENANGB E T W E E N:-

CHEW BOON Ee

Appellant

- and -

L. RAMANATHAN CHETTIAR in his
capacity as Administrator of
the Estate of M. R. S. L.
Letchumanan Chettiar, deceasedFirst RespondentRAWANG TIN FIELDS
LIMITEDSecond RespondentKUNDANG TIN DREDGING
LIMITEDPro
Forma
Re-
spon-
dentsThird RespondentRAWANG CONCESSIONS
LIMITEDFourth Respondent

- and -

HARRISONS AND
CROSFIELD (MALAYA)
LIMITEDFifth RespondentRECORD OF PROCEEDINGSINDEX OF REFERENCE

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<u>Description of Documents</u>	<u>Date</u>
Notice of Motion	18th December 1956
Appellant's Affidavit	18th December 1956

1.

No. 1.

WRIT OF SUMMONS IN CIVIL SUIT 1955 No. 140.

In the Supreme Court of the Federation of Malaya

In the High Court at Penang

Civil Suit 1955 No. 140

In the High
Court at Penang

No. 1.

Writ of Summons
in Civil Suit
1955, No.140.

20th June 1955.

Between: Chew Boon Ee Plaintiff

- and -

Rawang Tin Fields
Limited 1st Defendants

10

Harrisons and Crosfield
(Malaya) Limited 2nd Defendants

L. Ramanathan Chettiar
son of Letchumanan
Chettiar sued in his
capacity as administrator
of the Estate of M.R.S.L.
Letchumanan Chettiar,
deceased 3rd Defendant

ELIZABETH THE SECOND BY THE GRACE OF GOD OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRE-
LAND AND OF HER OTHER REALMS AND TERRITORIES, HEAD
OF THE COMMONWEALTH, DEFENDER OF THE FAITH.

20

To,

Rawang Tin Fields Limited,
96, Ampang Road, Kuala Lumpur.
Harrisons and Crosfield (Malaya) Limited,
96, Ampang Road, Kuala Lumpur.
L. Ramanathan Chettiar son of Letchumanan
Chettiar, administrator of the Estate of
M.R.S.L. Letchumanan Chettiar, deceased,
108, Belfield Street, Ipoh.

30

We Command you that within (16) days after
the service of this Writ on you inclusive of the
day of such service, you do cause an appearance to
be entered for you in a cause at the suit of -

Chew Boon Ee
37, Abou Sittee Lane, Penang

In the High
Court at Penang

and take notice, that in default of your so doing,
the Plaintiff may proceed therein to judgment and
execution.

No. 1.
Writ of Summons
in Civil Suit
1955, No. 140.
20th June 1955
- continued.

WITNESS THE HONOURABLE SIR CHARLES MATHEW,
KNIGHT BACHELOR, Companion of the Most DISTINGUISHED
ORDER OF SAINT MICHAEL AND SAINT GEORGE, ONE OF HER
MAJESTY'S COUNSEL LEARNED IN THE LAW, CHIEF JUSTICE
OF THE FEDERATION OF MALAYA at Penang this 20th
day of June, 1955.

Sgd. G.H. Goh

Sgd. K.Somasundram

10

(L.S.)

Plaintiff's Solicitor Senior Assistant Registrar,
High Court, Penang.

The Plaintiff's claim is as owner of 200
shares, numbered 223724 to 223923, both inclusive,
in the 1st Defendant Company, which said shares
were duly transferred to the Plaintiff by M.R.S.L.
Letchumanan Chettiar, deceased on the 14th day of
August, 1947, and of which said Company the 2nd
Defendant Company are the Registrars, for :-

20

- (i) A declaration that the Plaintiff is the
sole lawful beneficial owner of the said
shares and is entitled to be registered
as such and is entitled to be paid all
dividends on the said shares since the
date of transfer aforesaid.
- (ii) An injunction preventing any transfer or
the registration of any transfer of the
said shares to any person other than the
Plaintiff. 30
- (iii) An Order that the Plaintiff be entered in
the Register of Shareholders of the 1st
Defendant Company as the owner of the said
shares.
- (iv) An Order that the Defendants do deliver
to the Plaintiff the certificates issued
by the 1st Defendant Company in respect of
the said shares.
- (v) An Order that an account be taken of all
monies paid or due to be paid in respect
of dividends on the said shares since the
date of transfer aforesaid. 40

(vi) Judgment for the Plaintiff for the amount found to be payable on the taking of such account.

In the High Court at Penang

(vii) Damages.

No. 1.

(viii) Further or other relief.

Writ of Summons in Civil Suit 1955, No.140.

Sgd. G. H. Goh.

20th June 1955 - continued.

Plaintiff's Solicitor.

10 This Writ was issued by Mr.G.H.Goh of No. 4, Church Street, Penang Solicitor for the said Plaintiff who resides at 37 Abou Sittee Lane, Penang, aforesaid. The address for service is at No. 4, Church Street, Penang.

No. 2.

No. 2.

WRIT OF SUMMONS IN CIVIL SUIT 1955, No. 141.

Writ of Summons in Civil Suit 1955, No. 141.

In the Supreme Court of the Federation of Malaya

20th June 1955 - continued.

In the High Court at Penang

Civil Suit 1955 No. 141

Between: Chew Boon Ee Plaintiff

- and -

20 Kundang Tin Dredging Limited 1st Defendants

Harrisons and Crosfield (Malaya) Limited 2nd Defendants

L.Ramanathan Chettiar son of Letchumanan Chettiar sued in his capacity as administrator of the Estate of M.R.S.L. Letchumanan Chettiar, deceased 3rd Defendant

30 ELIZABETH THE SECOND BY THE GRACE OF GOD OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND OF HER OTHER REALMS AND TERRITORIES, HEAD OF THE COMMONWEALTH, DEFENDER OF THE FAITH.

In the High Court at Penang

No. 2.

Writ of Summons in Civil Suit 1955, No. 141.

20th June 1955

- continued.

To,

Kundang Tin Dredging Limited
96, Ampang Road, Kuala Lumpur.
Harrisons and Crosfield (Malaya) Limited,
96, Ampang Road, Kuala Lumpur.
L. Ramanathan Chettiar son of Letchumanan Chettiar administrator of the Estate of M.R.S.L. Letchumanan Chettiar, deceased, 108, Belfield Street, Ipoh.

We Command you that within (16) days after the service of this Writ on you inclusive of the day of such service, you do cause an appearance to be entered for you in a cause at the suit of 10

Chew Boon Ee
37, Abou Sittee Lane, Penang.

and take notice, that in default of your so doing, the Plaintiff may proceed therein to judgment and execution.

WITNESS THE HONOURABLE SIR CHARLES MATHEW, KNIGHT BACHELOR, COMPANION OF THE MOST DISTINGUISHED ORDER OF SAINT MICHAEL AND SAINT GEORGE, ONE OF HER MAJESTY'S COUNSEL LEARNED IN THE LAW, CHIEF JUSTICE OF THE FEDERATION OF MALAYA at Penang this 20th day of June, 1955. 20

Sgd. G.H. Goh (L.S.) Plaintiff's Solicitor.
Sgd. K.Somasundram, Senior Assistant Registrar, High Court, Penang.

The Plaintiff's claim is as owner of 500 shares, numbered 45242 to 45316, 14809 to 14833, 62205 to 62304, 47901 to 48000, 112567 to 112666, 91350 to 91449, all the foregoing inclusive, in the 1st Defendant Company, which said shares were duly transferred to the Plaintiff by M.R.S.L.Letchumanan Chettiar, deceased on the 14th day of August 1947, and of which said Company the 2nd Defendant Company are the Registrars, for :- 30

(Here follow claims (i) to (viii) inclusive, the signature and the particulars of issue in the same words as in the Writ of Summons in Civil Suit 1955 No. 140, Document No. 1). 40

No. 3.

WRIT OF SUMMONS IN CIVIL SUIT 1955 No. 142.

In the Supreme Court of the Federation of Malaya
In the High Court at Penang
Civil Suit 1955 No. 142

In the High
Court at Penang

No. 3.

Writ of Summons
in Civil Suit
1955, No. 142.
20th June 1955.

Between: Chew Boon Ee Plaintiff

- and -

Rawang Concessions Limited 1st Defendants

10

Harrisons and Crosfield
(Malaya) Limited 2nd Defendants

L.Ramanathan Chettiar
son of Letchumanan
Chettiar sued in his
capacity as administrator
of the Estate of M.R.S.L.
Letchumanan Chettiar,
deceased 3rd Defendant

20

ELIZABETH THE SECOND BY THE GRACE OF GOD OF
THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN
IRELAND AND OF HER OTHER REALMS AND TERRITORIES,
HEAD OF THE COMMONWEALTH, DEFENDER OF THE FAITH.

To,

30

Rawang Concessions Limited,
96, Ampang Road, Kuala Lumpur.
Harrisons and Crosfield (Malaya) Limited,
96, Ampang Road, Kuala Lumpur.
L.Ramanathan Chettiar son of Letchumanan
Chettiar, administrator of the Estate of
M.R.S.L. Letchumanan Chettiar, deceased,
108, Belfield Street, Ipoh.

We Command you that within (16) days after the
service of this Writ on you inclusive of the day of
such service, you do cause an appearance to be
entered for you in a cause at the suit of

Chew Boon Ee,
37, Abou Sittee Lane, Penang.

and take notice, that in default of your so doing,
the Plaintiff may proceed therein to judgment and

In the High
Court at Penang

No. 3.

Writ of Summons
in Civil Suit
1955, No. 142.

20th June 1955
- continued.

execution.

WITNESS THE HONOURABLE SIR CHARLES MATHEW,
KNIGHT BACHELOR, COMPANION OF THE MOST DISTINGUISHED
ORDER OF SAINT MICHAEL AND SAINT GEORGE, ONE OF HER
MAJESTY'S COUNSEL LEARNED IN THE LAW, CHIEF JUSTICE
OF THE FEDERATION OF MALAYA at Penang this 20th
day of June, 1955.

Sgd. G.H. Goh,

Plaintiff's Solicitor.

(L.S.)

Sgd. K.Somasundram,
Senior Assistant
Registrar,
High Court, Penang.

10

The Plaintiff's claim is as owner of 500
shares, numbered 169301 to 169400, 124801 to
124900, 136301 to 136400, 133601 to 133700 and
133401 to 133500, all the foregoing inclusive, in
the 1st Defendant Company, which said shares were
duly transferred to the Plaintiff by M.R.S.L. Let-
chumanan Chettiar deceased on the 14th day of
August 1947, and of which said Company the 2nd
Defendant Company are the Registrars for :-

20

(Here follow claims (i) to (viii) inclusive, the
signature and the particulars of issue in the
same words as in the Writ of Summons in Civil
Suit 1955 No. 140, Document No. 1).

No. 4.

Affidavit by the
Plaintiff
(Appellant) in
Civil Suit 1955
No. 140, on
Application for
Interim
Injunction.

22nd June 1955.

Exhibit P.1.C.

No. 4.

AFFIDAVIT BY THE PLAINTIFF (APPELLANT)
IN CIVIL SUIT 1955 No. 140
ON APPLICATION FOR INTERIM INJUNCTION.

I, Chew Boon Ee, of 37, Aboo Sittie Lane, Pen-
ang, a British Subject of full age, the Plaintiff
in this action, affirm and say as follows :-

30

1. I make this Affidavit of my own knowledge and
belief.

2. On the 14th day of August 1947 I bought through
Messrs. United Traders Ltd., Penang share brokers
from one M.R.S.L. Letchumanan Chettiar, deceased,
200 shares numbered 223724-223923 both inclusive
in the first Defendant Company. A proper transfer

was duly signed, sealed and delivered and the appropriate share certificates were handed to me.

3. The Third Defendant is the administrator of the estate of the said deceased.

10 4. On the date aforesaid similarly through the United Traders Ltd., I purchased 500 shares in Kundang Tin Dredging Limited and 500 shares in Rawang Concessions Limited from the said deceased. In each case proper transfers were duly executed and the appropriate share certificates were handed to me.

5. The second Defendants are the Registrars of the 1st Defendants.

20 6. On the date aforesaid all the said transfers and share certificates were posted by United Traders, Limited, of Beach Street, Penang, my then share brokers, to the 2nd Defendants. By letters dated the 20th day of August, the 2nd Defendants informed my said share brokers that they were unable to register the transfers because of the existence of a caveat. All the aforementioned documents were returned to my said share brokers.

7. On the 24th day of June, 1954, my Solicitor wrote to the second Defendants enquiring whether the said caveat had been lifted and whether the said shares could now be registered in my name.

8. On the 29th day of June 1954, the second Defendants wrote a letter to my said Solicitor informing him that the caveat had been lifted and that the shares could now be registered in my name. A copy of the said letter is exhibited hereto and now shewn to me marked "CBE.1."

9. On the 30th day of June 1954, my said Solicitor wrote to the second Defendants and forwarded all the said transfers and share certificates for registration as aforesaid.

In the High
Court at Penang

No. 4.

Affidavit by
the Plaintiff
(Appellant) in
Civil Suit 1955
No. 140, on
Application for
Interim
Injunction.

22nd June 1955
- continued.

Exhibits P.1.D.
P.1.A. and P.1.B.

Exhibits AB-A.
pp. 1A, 1B,
and 1C.

Exhibit "AB-A
P.11".

Exhibit "AB-A.
p.12".

Exhibit "AB-A
p.13".

In the High
Court at Penang

No. 4.

Affidavit by
the Plaintiff
(Appellant) in
Civil Suit 1955
No. 140, on
Application for
Interim
Injunction.

22nd June 1955
- continued.

Exhibit "AB-A
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Exhibit "AB-A
p.15".

Exhibit "AB-A
p.25".

Exhibit "AB-A
p.28".

Exhibit "AB-A
p.29".

Exhibit "AB-A
p.30".

10. On the 2nd day of July, 1954, the second Defendants wrote a letter to my said Solicitor and informed him that on the 20th day of March, 1953, one Vinaitheethan Chettiar, the attorney of the 3rd Defendant had reported that the said share certificates had been lost and that replacement certificates had been issued and the original certificates had been deemed to have been cancelled. The second Defendants refused to register the transfers and retained all the said certificates and cancelled them. A copy of the said letter is exhibited hereto and now shewn to me marked "CBE.2." 10

11. On the 13th day of July 1954, my said Solicitor wrote a letter to Messrs. Maxwell, Kenion, Cowdy and Jones, of Ipoh, Solicitors to the third Defendant and requested delivery up to him of the said replacement share certificates.

12. On the 17th day of March 1955, My said Solicitor issued a notice of action to the third Defendant demanding inter alia the completion of the transfer to me of all the said shares. A copy of the said notice is exhibited hereto and now shewn to me marked "CBE.3." 20

13. On the 31st day of May 1955, the third Defendant's said Solicitor replied to the said notice refusing to comply therewith. A copy of the letter of refusal is exhibited hereto and now shewn to me marked "CBE.4." 20

14. On the 2nd day of June 1955, the second Defendants wrote a letter to my said Solicitor in which they informed him that the third Defendant had attempted to transfer share certificate No. 13352 for 200 shares in the first Defendants. A copy of the said letter is exhibited hereto and now shewn to me marked "CBE.5." 30

15. On the 6th day of June 1955, my said Solicitor wrote a letter to the second Defendants objecting to the proposed transfer. A copy of the said letter is exhibited hereto and now shewn to me marked "CBE.6." 40

16. On the 13th day of June 1955, I caused to be issued and in due course to be served on the first Defendants and on Kundang Tin Dredging Limited and Rawang Concessions Limited Notices in lieu of Distringas. Copies of the said Notices and Affidavits in support thereof are exhibited hereto and now shewn to me marked "CBE. 7, 8, 9, 10, 11 and 12" respectively.

10 17. On the 16th day of June 1955, the first Defendants wrote a letter to my Solicitor informing him that a request had been made for the transfer out of the name of the said deceased of 200 shares in the first Defendants numbered 223724 to 223923 and that unless an injunction was obtained and served on or before the 22nd day of June 1955, the Notice in lieu of Distringas would be disregarded.

20 18. I fear and verily believe that unless the interim injunction for which I pray is granted immediately transfers of some or all of my said shares and registration thereof may be completed and I may be deprived of my shares and may be deprived of any effective remedy.

Affirmed by the above-named)
Chew Boon Ee at Penang this) Sgd. Chew Boon Ee.
22nd day of June 1955)

Before me,
Sgd. S. G. Achariam.
COMMISSIONER FOR OATHS.

No. 5.

30 AFFIDAVIT BY THE PLAINTIFF (APPELLANT)
IN CIVIL SUIT 1955 No. 141
ON APPLICATION FOR INTERIM INJUNCTION.

I, Chew Boon Ee, of 37 Aboo Sittee Lane, Penang, a British Subject of full age, the Plaintiff in this action, affirm and say as follows :-

- 1. I make this Affidavit of my own knowledge and belief.
- 2. On the 14th day of August 1947 I bought through Messrs. United Traders Ltd., Penang share brokers

In the High Court at Penang

No. 4.

Affidavit by the Plaintiff (Appellant) in Civil Suit 1955 No. 140, on Application for Interim Injunction.
22nd June 1955
- continued.
Exhibit "AB-A p.31".

No. 5.

Affidavit by the Plaintiff (Appellant) in Civil Suit 1955 No. 141, on Application for Interim Injunction.
22nd June 1955.

Exhibit "P.1.D"

In the High Court at Penang

No. 5.

Affidavit by the Plaintiff (Appellant) in Civil Suit 1955 No. 141, on Application for Interim Injunction.

22nd June 1955 - continued.

Exhibits "P.1.A/B/C".

from one M.R.S.L. Letchumanan Chettiar, deceased 500 shares numbered 45242-45316, 14809-14833, 62202-62304, 47901-48000, 112567-112666 and 91350-91449, all the foregoing inclusive in the first Defendant Company. A proper transfer was duly signed, sealed and delivered and the appropriate share certificates were handed to me.

3. The third Defendant is the administrator of the estate of the said deceased.

4. On the date aforesaid similarly through the United Traders Ltd., I purchased 500 shares in Rawang Concessions Limited and 200 shares in Rawang Tin Fields Limited from the said deceased. In each case proper transfers were duly executed and the appropriate share certificates were handed to me.

10

(Here follow paragraphs 5 to 15 inclusive in the same wording as that of the Affidavit by the Plaintiff (Appellant) in Civil Suit No. 140, Document No. 4, except that in paragraph 14 "Rawang Tin Fields Limited" is substituted for "the first Defendant").

20

16. On the 13th day of June 1955, I caused to be issued and in due course to be served on the first Defendants and on Rawang Tin Fields Limited and Rawang Concessions Limited Notice in lieu of Distringas. Copies of the said Notice and Affidavits in support thereof are exhibited hereto and now shewn to me marked "CBE. 7, 8, 9, 10, 11 and 12" respectively.

17. On the 16th day of June 1955, Rawang Tin Fields Limited wrote a letter to my said Solicitor informing him that a request had been made for the transfer out of the name of the said deceased of 200 shares in Rawang Tin Fields Limited numbered 223724 to 223923 and that unless an injunction was obtained and served on or before the 22nd day of June 1955, the Notice in lieu of Distringas would be disregarded.

30

18. I fear and verily believe that unless the interim injunction for which I pray is granted immediately transfers of some or all of my said shares and registration thereof may be completed and I may be deprived of my shares and may be deprived of any effective remedy.

40

Affirmed by the above-named) Chew Boon Ee at Penang this) (Sgd.) Chew Boon Ee. 22nd day of June, 1955)

Before me, Sgd. S. G. Achariam, COMMISSIONER FOR OATHS.

50

Exhibit "AB-B. p.31"

No. 6.

AFFIDAVIT BY THE PLAINTIFF (APPELLANT)
IN CIVIL SUIT 1955 No. 142
ON APPLICATION FOR INTERIM INJUNCTION.

In the High
Court at Penang

No. 6.

Affidavit by
the Plaintiff
(Appellant) in
Civil Suit 1955
No.142, on
Application for
Interim
Injunction.

22nd June 1955.

I, Chew Boon Ee, of 37 Aboo Sittee Lane, Penang, a British Subject of full age, the Plaintiff in this action, affirm and say as follows :-

1. I make this Affidavit of my own knowledge and belief.

10 2. On the 14th day of August, 1947, I bought through Messrs. United Traders Ltd., Penang share brokers from one M.R.S.L. Letchumanan Chettiar, deceased, 500 shares numbered 169301-169400, 124801-124900, 136301-136400, 133601-133700 and 133401-133500 all the foregoing inclusive in the first Defendant Company. A proper transfer was duly signed, sealed and delivered and the appropriate share certificates were handed to me.

Exhibits
"P.1.A and B"

20 3. The third Defendant is the administrator of the Estate of the said deceased.

4. On the date aforesaid similarly through the United Traders Ltd., I purchased 500 shares in Kundang Tin Dredging Limited and 200 shares in Rawang Tin Fields Limited from the said deceased. In each case proper transfers were duly executed and the appropriate share certificates were handed to me.

Exhibits
"P.1. C and D".

30 (Here follow paragraphs 5 to 15 inclusive in the same wording as that of the Affidavit by the Plaintiff (Appellant) in Civil Suit No. 140, Document No. 4, except that in paragraph 14 "Rawang Tin Fields Limited" is substituted for "the first Defendants").

40 16. On the 13th day of June 1955, I caused to be issued and in due course to be served on the first Defendants and on Kundang Tin Dredging Limited and Rawang Tin Fields Limited Notices in lieu of Distringas. Copies of the said Notices and Affidavits in support thereof are exhibited hereto and now shewn to me marked "CBE. 7, 8, 9, 10, 11 and 12" respectively.

17. On the 16th day of June 1955, Rawang Tin Fields Limited wrote a letter to my said Solicitor informing

Exhibit
"AB-A. p.31"

In the High Court at Penang

No. 6.

Affidavit by the Plaintiff (Appellant) in Civil Suit 1955 No.142, on Application for Interim Injunction.

22nd June 1955 - continued.

him that a request had been made for the transfer out of the name of the said deceased of 200 shares in Rawang Tin Fields Limited numbered 223724 to 223923 and that unless an injunction was obtained and served on or before the 22nd day of June 1955, the Notice in lieu of Distringas would be disregarded.

18. I fear and verily believe that unless the interim injunction for which I pray is granted immediately transfers of some or all of my said shares and registration thereof may be completed and I may be deprived of my shares and may be deprived of any effective remedy.

10

Affirmed by the above-named) Chew Boon Ee at Penang this } (Sgd.) Chew Boon Ee 22nd day of June, 1955. }

Before me, Sgd. S.G.Achariam COMMISSIONER FOR OATHS.

No. 7.

Statement of Claim in Civil Suit 1955 No. 140.

16th August 1955.

No. 7.

STATEMENT OF CLAIM IN CIVIL SUIT 1955 No.140.

1. The Plaintiff is a chemist and a Director of Boon Pharmacy Limited of 182, 186 and 188 Penang Road, Penang.

2. The first Defendants are a limited Company having an office and a register of shares at 96, Ampang Road, Kuala Lumpur in the State of Selangor.

3. The second Defendants are now and were at all material times the Secretaries and Registrars of the first Defendants, have an office at 96, Ampang Road aforesaid and were at all material times the servants or agents of the first Defendants acting as such and in the course of their duties as such in respect of the matters hereinafter set out.

30

4. The third Defendant is the Administrator of the Estate of M.R.S.L. Letchumanan Chettiar, deceased and is sued in such capacity.

5. At some date during the year 1942 or the year 1943, during the Japanese occupation of Malaya, which the Plaintiff is unable more precisely to specify, the Plaintiff purchased from the said deceased for a consideration of ~~£~~6,300/- (Japanese currency) which the Plaintiff duly paid to the said deceased or his attorney 200 shares in the first Defendants numbered 223724 to 223923 inclusive.
- 10 6. At the time of the aforesaid purchase, the appropriate certificates in respect of the said shares were delivered to the Plaintiff together with a blank transfer in proper form duly executed by the said deceased whose signature had been duly witnessed and attested.
7. On the 14th day of August, 1947 the Plaintiff duly executed the said transfer as transferee and his execution thereof was duly witnessed and attested.
- 20 8. On the 14th day of August, 1947 the Plaintiff, by his then brokers, United Traders Limited, submitted to the second Defendants the said transfer in proper form together with the relevant share certificates and registration fee for registration of the said shares by the second Defendants in the name of the Plaintiff in the Register of Shareholders of the first Defendants.
- 30 9. It was the statutory duty of the first Defendants and/or of the second Defendants which they owed to the Plaintiff by virtue of the Companies Ordinances 1940 - 1946, on receipt by them of the documents and fee referred to in paragraph 8 hereof, to register the said shares in the name of the Plaintiff in the said Register.
10. In breach of their said duty, the second Defendants returned the said documents and fee to the Plaintiff's said brokers without registering the said transfer in the said Register, on the 20th day of August 1947 alleging that they were unable to register the transfer aforesaid because of a Caveat.
11. On the 24th day of June 1954, the Plaintiff by his Solicitor, wrote to the second Defendants, referring to the previous correspondence and asked

In the High
Court at Penang

No.7.

Statement of
Claim in Civil
Suit 1955 No.
140.

16th August
1955.

- continued.

Exhibit
"P.1.C".

Exhibit
"AB-A. p.1A".

Exhibit
"AB-A. p.11".

In the High
Court at Penang

No. 7.

Statement of
Claim in Civil
Suit 1955 No.140.
16th August 1955
- continued.

Exhibit
"AB-A.p.13".

Exhibit
"AB-A. p.14".

the second Defendants whether the said Caveat had been lifted and whether the said shares could then be registered in the name of the Plaintiff.

12. By a letter dated the 29th day of June, 1954 the second Defendants informed the Plaintiff's said Solicitor that the said Caveat had been lifted and that the said shares could now be registered in the name of the Plaintiff.

13. Relying and acting upon the representation made by the second Defendants as set out in paragraph 12 hereof, the Plaintiff, by his said Solicitor, on the 30th day of June, 1954 again forwarded the said certificates and transfer and the appropriate fees to the second Defendants for registration as aforesaid. 10

14. On the 2nd day of July, 1954 the second Defendants wrote to the Plaintiff's said Solicitor and informed him that the said certificates had on the 20th day of March, 1953 been reported by the attorney of the third Defendants to the second Defendants to have been lost and that they had deemed the said share certificates to have been cancelled and had issued replacements thereof to the third Defendant. 20

15. In the course of their said last-mentioned letter, the second Defendants also wrote that they were unable to register the said transfer and that they had retained and cancelled the said share certificates, thereby unlawfully converting and retaining the said certificates, the property of the Plaintiff. 30

16. By reason of the correspondence between the Plaintiff, by his said agents, and the second Defendants between the years 1949 and 1954, the DEFENDANTS had at all material times full and due notice of the Plaintiff's claim to be the lawful owner of the said shares.

17. In the premises it was the duty of the second Defendants which they owed to the Plaintiff to take reasonable care not to injure the Plaintiff in his ownership of the said shares, of his claim to which they had full notice as aforesaid. It was also their statutory duty which they owed to the Plaintiff by reason of the Companies Ordinances aforesaid. 40

18. The second Defendants were negligent and committed breaches of their said statutory duty in that they issued the said replacements of the said share certificates as aforesaid in the circumstances hereinbefore set out.

In the High
Court at Penang

No. 7.

Statement of
Claim in Civil
Suit 1955 No.140.

16th August 1955
- continued.

10

19. Further or alternatively in the premises, and particularly in view of the facts set out in paragraphs 12 and 13 hereof, the first and second Defendants were and are estopped from denying the facts set out in their said letter dated the 29th day of June, 1954.

20. Further or in the further alternative the second Defendants were under a duty which they owed to the Plaintiff to take reasonable care not to injure the Plaintiff by misrepresentation in respect of the said share certificates and/or the possibility of registering the said transfer.

20

21. Wrongly and/or in breach of their said duty the second Defendants informed the Plaintiff that the said shares could be registered as aforesaid, well knowing such representation to be false by reason of the matters set out in paragraph 14 hereof, or alternatively recklessly, not caring whether such representation as aforesaid was true or false, or in the further alternative negligently, in that they failed to take reasonable care to ascertain the truth or otherwise of such representation. The said second Defendants well knew that it was likely in the circumstances that the Plaintiff would, relying on such representation act as hereinbefore set out, and intended that he should so do and the Plaintiff did in fact do so as aforesaid.

30

22. Further or in the further alternative it was the statutory duty of the first Defendants and/or the second Defendants which they owed to the Plaintiff by virtue of the provisions of the Companies Ordinances aforesaid, on receiving the said transfer and share certificates in proper form and duly executed and the appropriate fee in respect thereof, as set out in paragraph 13 hereof, to register the said transfer into the name of the Plaintiff.

40

23. In breach of the said statutory duty the first Defendant and/or the second Defendants failed and neglected as hereinbefore set out to register the said transfer.

In the High
Court at Penang

No. 7.

Statement of
Claim in Civil
Suit 1955 No.140.

16th August 1955
- continued.

24. Further or in the further alternative it was the duty of the first Defendants and/or the second Defendants which they owed to the Plaintiff under the Memorandum and Articles of Association of the first Defendants and/or the Companies Ordinances which constituted a contract between the first Defendants and the Plaintiff, to register the said transfer, and their failure so to do constituted a breach of their said duty and/or a breach of the said contract.

10

25. As to the third Defendant, the transaction referred to in paragraph 5 hereof constituted a sale and/or a contract of sale between the Plaintiff and the third Defendant in respect of the said shares.

26. It was an implied term of the said contract that, in consideration of the payment by the Plaintiff of the purchase price aforesaid, the third Defendant would take all necessary steps to complete the title of the Plaintiff to the said shares and, in particular, the registration of the said transfer, and would do nothing to prevent the Plaintiff from duly registering the said transfer.

20

27. The action of the attorney of the third Defendant in reporting the said share certificates to have been lost and in procuring the issue of the replacement certificates as set out in paragraph 14 hereof constituted a breach of the said contract.

28. On the 17th day of March, 1955 the Plaintiff, by his said Solicitor, wrote to the third Defendant demanding the transfer of the said shares to the Plaintiff and payment to the Plaintiff of all dividends in respect of the said shares received by the third Defendant since the 14th day of August, 1947. The said demands were refused by the third Defendant in a letter to the Plaintiff's said Solicitor from the third Defendant's Solicitors dated the 31st day of May, 1955.

30

Exhibit
"AB-A. p.25".

Exhibit
"AB-A. p.28"

29. The said refusal constituted a breach of the said contract.

40

30. Further or alternatively the third Defendant is, and the said deceased, was until his death, a trustee for the Plaintiff in respect of the said shares and all dividends received in respect thereof since the date of the said transfer and is and was

bound by the demand of the Plaintiff to take all necessary steps to transfer the said shares into the name of the Plaintiff and to account for and pay to the Plaintiff all dividends received in respect thereof as aforesaid.

In the High
Court at Penang

—
No. 7.

Statement of
Claim in Civil
Suit 1955 No.140.

16th August 1955
- continued.

10 31. The Plaintiff has received no dividends in respect of the said shares, but some or all of the dividends on the said shares have been paid to the third Defendant and/or the said deceased. The Plaintiff does not know and is unable to give particulars of such payments.

20 32. Further or in the further alternative, the third Defendant is estopped from denying the said transfer and/or the validity thereof, by reason of the fact that the execution of the said transfer in blank as set out in paragraph 6 hereof and the delivery thereof to the Plaintiff constituted a representation on which it was intended that the Plaintiff should rely and act and on which the Plaintiff did in fact rely and act as hereinbefore set out.

33. By reason of the matters hereinbefore set out, the Plaintiff has been deprived of the benefit of the said shares and has been put to expense and has suffered damage.

And the Plaintiff claims:

Against the first and second Defendants:

- (i) Damages.
- 30 (ii) An order that the first and/or second Defendants do register the said transfer in the name of the Plaintiff and do deliver to the Plaintiff proper share certificates in respect of the said shares.
- (iii) An order that the first and/or second Defendants do indemnify the Plaintiff against any loss which he may suffer or have suffered by reason of the matters hereinbefore set out.
- 40 (iv) An order that the first and/or second Defendants do pay to the Plaintiff forthwith any dividends which have accrued but which they have not paid in respect of the said shares.

In the High
Court at Penang

No. 7.

Statement of
Claim in Civil
Suit 1955 No.140.

16th August 1955
- continued.

- (v) An order that the first and/or second Defendants do account to the Plaintiff for all dividends paid to the third Defendant and/or the said deceased since the date of the said transfer.
- (vi) An injunction prohibiting payment of any dividends or registration of any transfer to any person other than the Plaintiff in respect of any of the said shares.
- (vii) Any further or other relief. 10

Against the third Defendant:

- (i) Damages.
- (ii) A declaration that the Plaintiff is the lawful owner of the said shares and entitled to be registered as such.
- (iii) An order that the third Defendant do take all necessary steps and do execute all necessary documents to complete the transfer to and registration in the name of the Plaintiff of the said shares and do deliver to the Plaintiff any certificates which he may hold in respect thereof. 20
- (iv) A declaration that the third Defendant is and the said deceased was a trustee for the Plaintiff in respect of the said shares and of all dividends received since the date of the said transfer in respect thereof.
- (v) An order that an account be taken of such dividends as aforesaid.
- (vi) An order for the payment by the third Defendant to the Plaintiff of such sum as may be found due on the taking of such account. 30
- (vii) An order for specific performance of the said contract of sale.
- (viii) An injunction restraining the third Defendant from selling or otherwise transferring or parting with possession, or attempting to do any of the foregoing, of any of the said shares to any person other than the Plaintiff.
- (ix) Any further or other relief. 40

Delivered this 16th day of August, 1955.

Sgd. G.H. GOH.
Plaintiff's Solicitor.

No. 8.

In the High Court at Penang

STATEMENT OF CLAIM IN CIVIL SUIT 1955 No. 141.

No. 8.

(Here follow paragraphs 1 to 4 inclusive in the same wording as that of the Statement of Claim in Civil Suit 1955 No. 140, Document No. 7).

Statement of Claim in Civil Suit 1955, No. 141.

16th August 1955.

10 5. At some date during the year 1942 or the year 1943, during the Japanese occupation of Malaya, which the Plaintiff is unable more precisely to specify, the Plaintiff purchased from the said deceased for a consideration of \$45,500/ (Japanese Currency) which the Plaintiff duly paid to the said deceased or his attorney 500 shares in the first Defendants numbered 45242-45316, 14809-14833, 62205-62304, 47901-48000, 112567-112666, 91350-91449 all inclusive.

20 6. At the time of the aforesaid purchase, the appropriate certificates in respect of the said shares were delivered to the Plaintiff together with a blank transfer in proper form duly executed by M.R.S.L. Letchumanan Chettiar whose signature had been duly witnessed or attested.

Exhibit "P.1.D".

(Here follow paragraphs 7 to 32 inclusive in the same wording as in Document No. 7).

30 33. In the premises the first and/or second Defendants are bound to indemnify the Plaintiff against any loss or damage which the Plaintiff may have suffered by reason of the payment to the third Defendant or the said deceased of dividends in respect of the said shares since the date on which the first and/or second Defendants received the notice of the said transfer.

34. By reason of the matters hereinbefore set out, the Plaintiff has been deprived of the benefit of the said shares and has been put to expense and has suffered damage.

And the Plaintiff claims:

Against the first and second Defendants:

(Here follow (i) to (vii) inclusive in the same wording as in Document No.7).

In the High Court at Penang

No. 8.

Statement of Claim in Civil Suit 1955, No. 141.

16th August 1955
- continued.

Against the third Defendant:

(Here follow (i) to (ix) inclusive in the same wording as in Document No. 7).

Delivered this 16th day of August, 1955.

Sgd. G.H. GOH,

Plaintiff's Solicitor.

No. 9.

Statement of Claim in Civil Suit 1955 No.142.

16th August 1955.

No. 9.

STATEMENT OF CLAIM IN CIVIL SUIT 1955 No. 142

(Here follow paragraphs 1 to 4 inclusive in the same wording as that of the Statement of Claim in Civil Suit 1955 No. 140, Document No. 7).

10

5. At some date during the year 1942 or the year 1943, during the Japanese occupation of Malaya, which the Plaintiff is unable more precisely to specify, the Plaintiff purchased from the said deceased for a consideration of \$45,500/- (Japanese currency) which the Plaintiff duly paid to the said deceased or his attorney 500 shares in the first Defendants numbered 169301-169400, 124801-124900, 136301-136400, 133601-133700, 133401-133500 all inclusive.

20

Exhibit "P.l.A and B".

6. At the time of the aforesaid purchase, the appropriate certificates in respect of the said shares were delivered to the Plaintiff together with two blank transfers in proper form duly executed by Sithambaram Chettiar the attorney in respect of 200 shares and by the said deceased in respect of 300 shares whose signatures had been duly witnessed or attested.

(Here follow paragraphs 7 to 32 inclusive in the same wording as in Document No. 7).

30

33. In the premises the first and/or second Defendants are bound to indemnify the Plaintiff against any loss or damage which the Plaintiff may have suffered by reason of the payment to the third

Defendant or the said deceased of dividends in respect of the said shares since the date on which the first and/or second Defendants received the notice of the said transfers.

34. By reason of the matters hereinbefore set out, the Plaintiffs have been deprived of the benefit of the said shares and has been put to expense and has suffered damage.

And the Plaintiff claims:

10 Against the first and second Defendants:

(Here follow (i) to (vii) inclusive in the same wording as Document No. 7).

Against the third Defendant:

(Here follow (i) to (ix) inclusive in the same wording as Document No. 7).

Delivered this 16th day of August 1955.

Sgd. G.H. GOH.

Plaintiff's Solicitor.

In the High Court at Penang

No. 9.

Statement of Claim in Civil Suit 1955 No.142.

16th August 1955
- continued.

No. 10.

20 DEFENCE OF FIRST AND SECOND DEFENDANTS
(SECOND AND FIFTH RESPONDENTS)
IN CIVIL SUIT 1955 No. 140

No.10.

Defence of 1st and 2nd Defendants (Second and Fifth Respondents) in Civil Suit 1955 No. 140

1. These Defendants have no knowledge of the facts stated in paragraph 1 of the Statement of Claim and make no admissions in regard thereto.

2. These Defendants admit paragraphs 2, 3 and 4 of the Statement of Claim save and except that they are not the Secretaries of the first Defendants.

12th September, 1955.

30 3. These Defendants have no knowledge of the facts alleged in paragraphs 5, 6 and 7 of the Statement of Claim, and make no admission in regard thereto.

In the High
Court at Penang

No.10.

Defence of 1st
and 2nd
Defendants
(Second and
Fifth
Respondents) in
Civil Suit 1955
No. 140.

12th September,
1955

- continued.

Exhibit "AB-A.p.23"

Exhibit "AB-A.p.7"

4. In answer to paragraphs 8, 9 and 10 of the Statement of Claim, these Defendants deny that the said transfer was in proper form. M.R.S.L.Letchumanan Chettiar died on the 16th November, 1942 and by the Articles of Association of the first Defendants the only person recognised by the first Defendants as having any title to the shares of a deceased member is his administrator. The Plaintiff agreed that this was correct by his Solicitor's letter dated the 18th day of January, 1955. These Defendants deny any statutory or other duty to the Plaintiff. These Defendants deny that they have committed any breach of any duty to the Plaintiff. On the 15th day of August 1947 there was in existence a Caveat on the said shares presented by the Indian Overseas Bank Limited of Penang under the Moratorium Proclamation. These Defendants were informed on or about the 29th day of June, 1953 by the Indian Overseas Bank Limited that this caveat could be lifted.

10

20

5. These Defendants admit paragraphs 11 and 12 of the Statement of Claim.

6. In answer to paragraph 13 of the Statement of Claim these Defendants deny making any representation to the Plaintiff as alleged or at all. The said transfer was not in proper or legal form. It purported to be signed by a deceased member of the first Defendant.

7. These Defendants admit paragraph 14 of the Statement of Claim.

30

8. In answer to paragraph 15 of the Statement of Claim these Defendants deny that the said Certificates are or were the property of the Plaintiff and that the second Defendants unlawfully converted or retained the same.

9. In answer to paragraph 16 of the Statement of Claim these Defendants deny that they had full and due notice of the Plaintiff's claim to be the lawful owner of the said shares.

10. These Defendants deny that they owe or owed to the Plaintiff the duties alleged in paragraph 17 of the Statement of Claim or at all.

40

11. These Defendants deny paragraphs 18, 19, 20, 21, 22, 23 and 24 of the Statement of Claim.

12. These Defendants have no knowledge of the facts stated in paragraphs 25 to 32 inclusive of the Statement of Claim and make no admission in regard thereto.

In the High Court at Penang

No.10.

10 13. These Defendants deny that the Plaintiff has suffered any loss or damage as the result of any action or actions on their part. These Defendants also deny that they are in any way liable to indemnify the Plaintiff as claimed or at all. These Defendants have supplied to the Plaintiff's Solicitor full details of all dividends paid to the third Defendant.

Defence of 1st and 2nd Defendants (Second and Fifth Respondents) in Civil Suit 1955 No. 140.

12th September, 1955

- continued.

14. These Defendants will ask for an order that either the original certificates for the said shares be cancelled or that the replacement certificates issued in May 1953 to the third Defendant be cancelled.

20 15. Save as in this Defence contained these Defendants submit themselves to the judgment of this Honourable Court to act in all matters as this Court may direct.

16. These Defendants will ask for costs.

Delivered this 12th day of September, 1955.

BANNON & BAILEY,
First & Second Defendants' Solicitors

No. 11.

DEFENCE OF FIRST AND SECOND DEFENDANTS
(THIRD AND FIFTH RESPONDENTS)
IN CIVIL SUIT 1955 No. 141.

No.11.

Defence of 1st and 2nd Defendants (Third & Fifth Respondents) in Civil Suit 1955 No. 141.

30 (This Document is in the same wording as Document No. 10).

12th September, 1955.

In the High Court at Penang

No. 12.

No.12.

DEFENCE OF FIRST AND SECOND DEFENDANTS
(FOURTH AND FIFTH RESPONDENTS)
IN CIVIL SUIT 1955 No. 142

Defence of 1st & 2nd Defendants (Fourth & Fifth Respondents) in Civil Suit 1955 No. 142.

12th September, 1955.

(This Document is in the same wording as Document No. 10).

No.13.

No. 13.

Defence and Counterclaim of Third Defendant (1st Respondent) in Civil Suit 1955 No. 140,

14th September, 1955.

DEFENCE AND COUNTERCLAIM OF THIRD DEFENDANT
(FIRST RESPONDENT) IN CIVIL SUIT 1955 No.140

1. This Defendant admits paragraph 1 of the Statement of Claim. 10
2. Paragraphs 2 and 3 of the Statement of Claim are not relevant to this Defendant.
3. This Defendant admits paragraph 4 of the Statement of Claim.
4. This Defendant denies paragraphs 5 and 6 of the Statement of Claim although he admits that immediately prior to his death the deceased was the registered proprietor of the shares specified in paragraph 5. 20
5. With regard to paragraph 7 of the Statement of Claim this Defendant states that on the said 14th day of August, 1947 there was no person living who was then capable of transferring the said shares into the name of the Plaintiff.
6. Paragraphs 8 - 24 inclusive of the Statement of Claim are not relevant to this Defendant.
7. This Defendant denies paragraphs 25, 26 and 27 of the Statement of Claim and states that at no time was there any sale or contract of sale between the deceased and the Plaintiff. 30

8. This Defendant admits paragraph 28 of the Statement of Claim.

In the High Court at Penang

9. This Defendant denies paragraphs 29 and 30 of the Statement of Claim.

No.13.

10. With regard to paragraph 31 of the Statement of Claim this Defendant admits that some dividends have been paid to him.

Defence and Counterclaim of Third Defendant (1st Respondent) in Civil Suit 1955 No. 140, 14th September, 1955.

11. This Defendant denies paragraphs 32, 33 and 34 of the Statement of Claim.

- continued.

10 12. This Defendant states that the Plaintiff has acquired no right or title whatsoever to the shares in question and in any event the Plaintiff's cause of action did not arise within the period prescribed by the Limitation Ordinance, 1953 and accordingly the Plaintiff's cause of action is barred by the said Ordinance.

13. This Defendant therefore prays that this action be dismissed with costs.

20 14. And by way of Counterclaim the Defendant avers that on or about the said 14th day of August, 1947 the Plaintiff wrongfully and unlawfully took and acquired possession of certain properties of the estate of the deceased to wit 1500 shares in the undertaking known as Takuapa Valley Tin Dredging (No Liability).

30 15. On the 4th day of July 1955 the Defendant caused his Solicitors to write to the Plaintiff's Solicitors claiming the return of the said 1,500 shares but the Plaintiff refused to deliver them up to the Defendant, and thereby converted the same to his own use and wrongfully deprived the Defendant of the same.

Exhibit "P.18".

16. The Defendant claims damages.

Dated this 14th day of September, 1955.

PRESGRAVE & MATTHEWS

L.RAMANATHAN CHETTIAR

Solicitors for
3rd Defendant.

Signature of
3rd Defendant.

In the High Court at Penang

No.13.

Defence and Counterclaim of Third Defendant (1st Respondent) in Civil Suit 1955 No. 140, 14th September, 1955. - continued.

I, Ramanathan Chettiar s/o Letchumanan Chettiar, Administrator of the Estate of M. R. S. L. Letchumanan, deceased, the third Defendant above-named, declare that the above statement is true to my knowledge except as to matters stated on information and belief and as to those matters I believe the same to be true.

L. RAMANATHAN CHETTIAR

Signature of 3rd Defendant.

10

No.14.

Defence of Third Defendant (First Respondent) in Civil Suit 1955 No. 141. 14th September, 1955.

No. 14.

DEFENCE OF THIRD DEFENDANT (FIRST RESPONDENT) IN CIVIL SUIT 1955 No. 141

(Here follow paragraphs 1 to 13 inclusive in the same wording as that in the Defence of Third Defendant (First Respondent) in Civil Suit 1955 No. 140, Document No.13).

Dated this 14th day of September, 1955.

PRESGRAVE & MATTHEWS

Solicitors for 3rd Defendant.

L.RAMANATHAN CHETTIAR

Signature of 3rd Defendant.

20

(Similar declaration by third Defendant as in Document No.13).

No.15.

Defence of Third Defendant (First Respondent) in Civil Suit 1955 No. 142, 14th September, 1955.

No. 15.

DEFENCE OF THIRD DEFENDANT (FIRST RESPONDENT) IN CIVIL SUIT 1955 No. 142

(Here follow paragraphs 1 to 13 inclusive in the same wording as that in the Defence of Third Defendant (First Respondent) in Civil Suit 1955

No. 140, Document No.13).

Dated this 14th day of September, 1955.

PRESGRAVE & MATTHEWS

Solicitors for
3rd Defendant.

L.RAMANATHAN CHETTIAR

Signature of
3rd Defendant.

(Similar Declaration by Third Defendant as in Document No. 13).

In the High
Court at Penang

No.15.

Defence of Third
Defendant (First
Respondent) in
Civil Suit 1955
No. 142,

14th September,
1955.

- continued.

No. 16.

REPLY AND DEFENCE TO COUNTERCLAIM IN
CIVIL SUIT 1955 No. 140

REPLY

1. Save in so far as the Defence consists of admissions and save as hereinafter expressly admitted the Plaintiff joins issue with each and all of the Defendants on their defences as if each and every allegation therein contained were herein set out and traversed seriatim.

DEFENCE TO COUNTERCLAIM

2. The Plaintiff admits that, at the same time and in the same circumstances as he purchased the shares referred to in paragraphs 5 and 6 of the Statement of Claim, he also purchased the shares referred to in the Counterclaim from the deceased for the sum of \$79,500/- (Japanese currency) which said sum was duly paid by the Plaintiff.

3. In the event of it being held that the Plaintiff unlawfully took or acquired possession of the said shares as alleged or at all, which the Plaintiff denies, the third Defendant's alleged cause of action is barred by the Limitations Ordinance (Chapter 16) of the Straits Settlements and/or by the Limitation Ordinance, 1953.

4. The Plaintiff admits that the third Defendant's

No.16.

Reply and
Defence to
Counterclaim
in Civil Suit
1955, No.140,

27th September,
1955.

10

20

30

In the High Court at Penang

No.16.

Reply and Defence to Counterclaim in Civil Suit 1955, No.140,

27th September, 1955.

- continued.

Solicitors wrote the letter referred to in paragraph 15 of the Defence and Counterclaim of the third Defendant.

5. Save as hereinbefore expressly admitted, the Plaintiff makes no admission concerning any allegation contained in the said Defence and Counterclaim as if each and every such allegation were herein set out and traversed seriatim.

Delivered this 27th day of September, 1955.

G. H. GOH

Plaintiff's Solicitor.

10

Plaintiff's Evidence.

No.17.

Opening Speech for Plaintiff (Appellant)

10th April 1956.

No. 17.

OPENING SPEECH FOR PLAINTIFF (APPELLANT)

Civil Suit No. 140 of 1955

Chew Boon Ee	<u>Plaintiff</u>
vs.	
1. Rawang Tin Fields Ltd.	
2. Harrisons & Crosfield (M) Ltd.,	
3. L. Ramanathan Chettiar	<u>Defendants</u>

Civil Suit No. 141 of 1955

20

Chew Boon Ee	<u>Plaintiff</u>
vs.	
1. Kundang Tin Dredging Ltd.	
2. Harrisons & Crosfield (M) Ltd.	
3. L. Ramanathan Chettiar	<u>Defendants</u>

Civil Suit No. 142 of 1955

Chew Boon Ee	<u>Plaintiff</u>
vs.	
1. Rawang Concessions Ltd.	
2. Harrisons & Crosfield (M) Ltd.	
3. L. Ramanathan Chettiar	<u>Defendants</u>

30

10th April 1956

Mr.M.Knorpel and G.H.Goh for Plaintiff in each of

the above cases.

Mr. M. Edgar for first and second Defendants in each of the above cases.

Mr. W. J. H. Huntsman for third Defendant in each of the above cases.

Knorpel: I suggest that all three cases be tried together.

(other Counsel agree, but Mr. Huntsman points out that only in Suit 140 is there a counter-claim).

10 Adjourned for a short time.

Edgar: I have with me a representative of Harrison & Crosfield who are the Registrars of the three Companies concerned. He has brought all the transfers and books and I propose he should remain in Court in case any point should arise. My friends have no objection. I understand that Mr. Huntsman also has someone from Boustead & Co., Ltd., to produce documents and he would like him to be in Court.

Knorpel: No objection.

20 Witnesses referred to allowed to remain in Court.

Knorpel opens:

Three cases on almost identical facts. Almost all the facts are admitted.

It is admitted that at some date before the war deceased, whose Administrator is third Defendant (and in one case also Attorney), left the country and in this one case third Defendant signed the transfers as his Attorney.

30 Admitted that the transfers and certificates were deposited with Indian Overseas Bank in Penang.

Admitted that somehow these share certificates and blank transfers went from the Bank into possession of United Traders Ltd., who are share brokers in Penang.

What is in dispute here is as to when this happened.

Plaintiff says that they were put into the possession of United Traders by the Attorney of third Defendant early in the Occupation with instructions

In the High
Court at Penang

Plaintiff's
Evidence.

No.17.

Opening Speech
for Plaintiff
(Appellant)

10th April 1956
- continued.

In the High
Court at Penang

Plaintiff's
Evidence.

No.17.

Opening Speech
for Plaintiff
(Appellant)

10th April, 1956
- continued.

to find a buyer. Defendant says it was some time later.

Sometime in 1942 deceased died.

In 1942 or early 1943 Plaintiff bought all these shares from United Traders and paid for them in Japanese currency. At that time the share certificates and blank transfers were handed to him by Mr. Oh Eng Leong of United Traders. In each case first Defendant is the Company whose shares the Plaintiff bought. Third Defendant is personal representative of the former owner.

10

On 14th August 1947 the blank transfers were filled in and executed by the Plaintiff as transferee in presence of Mr. Oh Eng Leong.

At same time Plaintiff also acquired shares in the Company referred to in the Counter-claim.

After execution on 14th August all the transfers and share certificates were submitted to the Registrars. In respect of shares in counter-claim the transfer was registered by Boustead & Co., Ltd., the Registrars.

20

In respect of the shares in Plaintiff's claim the transfers were rejected by the Registrars on the ground that there was a Caveat by Indian Overseas Bank.

The shares and transfers were then returned to Plaintiff. At various times second Defendants were asked whether the caveat had been removed.

Exhibits "AB-A"
(Plaintiff's)
and
"AB-B"
(Defendants')

I put in two bundles of documents - one from Plaintiff and one from first and second Defendants.

30

(Edgar: I was never asked to put in an agreed bundle. In order not to duplicate I did not include any that were in Mr. Goh's bundle.

The documents are agreed now.

Bundles put in and marked "A" and "B" respectively)

Letter, "AB-A. p.5".
Caveat, "AB-A. p.7".

On 24th June, 1954 Solicitor wrote to second Defendant asking if caveats lifted ("AB-A. p.11").

"AB-A. p.12" is the reply.

Immediately thereafter Plaintiff's Solicitor wrote to second Defendant ("AB-A. p.13") enclosing the certificates and transfers.

On 2nd July ("AB-A. p.14") answer that the certificates had been reported lost on 2nd March, 1953 by the Attorney of the Administrator.

Request was then made for checking up of the duplicates ("AB-A. p.15").

10 That request was not complied with.

"AB-A. p.28" shows the attitude adopted.

Next thing was a Notice in lieu of distringas.

"AB-A. p.29" shows an attempt to transfer some of the shares in dispute.

"AB-A. p.30" objection is made.

On 13th June Notice in lieu of distringas and served on 15th June.

On the 16th June letter from first and second Defendants ("AB-A p. 31").

20 Immediately after that the Writ was issued on 20th June, 1955, and an interim injunction was obtained. Later this was made an interlocutory injunction which still subsists.

No. 18.

EVIDENCE OF CHEW BOON EE (PLAINTIFF)

Knorpel calls:-

Plaintiff: Chew Boon Ee, affirmed, states in English:

30 Member of Federal Legislative Council - Pharmacist.
Managing Director of Boon Pharmacy Ltd. of 182/188 Penang Road.

As far as I can remember during the occupation I often went to visit my mother's house, 62 Siang Tek Road.

When I was at my mother's house I met Mr. Oh Eng Leong passing the house to go to the house next door, a house where a number of Chettiars lived

In the High Court at Penang

Plaintiff's Evidence.

No.17.

Opening Speech for Plaintiff (Appellant)

10th April, 1956
- continued.

No.18.

Chew Boon Ee.

10th April 1956.

Examination.

In the High
Court at Penang

Plaintiff's
Evidence.

No.18.

Chew Boon Ee:

10th April 1956

Examination

- continued.

during the occupation. He asked me if I was interested in buying tin shares because a Chettiar was trying to sell his shares. Oh Eng Leong was one of the Directors of United Traders Ltd. before the war, a firm of share brokers.

This might have been early in 1943 - it was some time in 1943.

I asked Mr. Oh Eng Leong to see me at my house at Abou Sittie Lane. Later on he came to see me and offered me some shares which the Chettiar was selling and he offered me the shares at ten times the pre-war values, in Japanese currency. Although I did not know much about the price of shares I was willing to buy.

They were 200 Rawang Tin Fields, 500 Kundang Tin, 500 Rawang Concessions and 1500 Takuapa Valley Tin Dredging. (No Liability).

I was offered at \$3.15 but ten times that \$31.50 (Japanese) for Rawang Tin Fields, for Kundang the price \$91/- (Japanese) for Rawang Concessions \$90/- (Japanese); Takuapa Valley was \$53/- (Japanese).

I agreed to take them at those prices.

I gave Mr. Oh Eng Leong the money in Japanese currency in cash.

Later on he brought the scrip and blank transfers. After the re-occupation early in 1946 I sounded Mr. Oh Eng Leong as to whether this scrip could be registered. These are the share transfers. When I received them they were already signed by the Chettiar as his Attorney and the typescript was there too.

Everything was there except the consideration and my signature and description.

The consideration was inserted on the 14th August 1947 and I then attested them.

I do not know whose handwriting it is in the transfers.

(Transfers put in and marked PLA, PLB, PLC and PLD).

I instructed Mr. Oh Eng Leong to have the scrip registered in my name - that was in 1947.

I was not on that occasion successful in getting them registered.

The Takuapa Transfers were also blank transfers. They were sent for registration on the same date.

The Takuapa Valley were duly registered in my name. I received the share certificates for the Takuapa Valley in due course, some of which I still have

and some of which I have sold.

I sold 400.

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Some time after that I instructed Mr. Khoo Soon Chee to obtain registration of the shares with the three Defendant Companies.

He was unsuccessful.

He died in 1952. When he died he was still in possession of the certificates and transfers.

After he died Mr. Cheah Inn Kheam was looking after his affairs but later on I got the papers back from Mr. Cheah Inn Kheam in 1954. I did not ask for them or try to get them back before that.

10

I then instructed Mr. G.H. Goh to procure registration. That was in June 1954. He was unsuccessful. I have never received any dividends in respect of any of these shares except the Takuapa Valley Shares. I had not received any account of the dividends paid by the Defendant Companies.

The Chettiar did write to my lawyer about the Takuapa shares - but not before this action was started.

20

CROSS-EXAMINED

Cross-examined: Edgar:

The transfers I sent for registration were signed by the Chettiar or his Attorney. I do not know these people.

PLC appeared to be signed by the Chettiar but I do not know his signature.

PLB is signed by an Attorney on behalf of the Chettiar.

PLC is also apparently signed by the Chettiar.

30

Q. Were you aware at any time when you sent the documents to be registered that the Chettiar was dead?

A. I was not aware of that. I have subsequently - only latterly - heard that the Chettiar died in India in 1942.

Q. On 12th November 1954 your Solicitor Mr. Goh received a letter from Bannon & Bailey regarding these shares? ("AB-A. p.22")

A. Yes.

40

Q. On your behalf your Solicitor wrote ("AB-A.p.23") in reply?

A. I agree that was what I was advised and I accepted that advice.

In the High Court at Penang

Plaintiff's Evidence.

No.18.

Chew Boon Ee.

10th April 1956

Examination
- continued

Cross-
Examination.

In the High
Court at Penang
Plaintiff's
Evidence.

No.18.

Chew Boon Ee.
10th April 1956

Cross-
Examination
- continued.

Cross-examined: Huntsman:

Q. You said you completed the transfer on 14th August 1947?

A. Yes, I signed them then.

Q. At that moment whose was the writing in the body in those certificates?

A. I don't quite remember. I just signed those documents at the request of Mr. Oh Eng Leong. I relied upon him completely.

I have lived in No.37 Aboo Sittee Lane. I still live there since long before the war. 10

Q. When you buy shares in the open market I presume you deal through a stock broker?

A. Not during the Japanese occupation.

Now I always deal through a stock broker. Also before the war. Before the war in fact I never dealt in shares.

Before the war Boon Pharmacy was a partnership.

Q. Were those shares the first you ever purchased?

A. I bought a few shares during the Japanese occupation before I bought those shares. 20

Q. Is the United Traders Ltd., your present stock brokers?

A. Yes. I put all my share dealings through them but the dealings are very few.

Mr. Oh Eng Leong is, I believe, a Director of United Traders Ltd.

I first got to know Mr. Oh Eng Leong for a very long time. We were educated together. We are close friends. 30

Mr. Oh Eng Leong is the person I deal with in United Traders.

It is true I gave my customers to United Traders because of my close personal friendship with Mr. Oh Eng Leong.

Q. In Civil Suit 140 you say in Statement of Claim that you purchased the shares in 1942 or 1943 and you paid \$6,300/- (Japanese) for those 200 shares?

A. Yes. I gave the money to Mr. Oh Eng Leong. I did not obtain any receipt for that payment. 40

Q. In Ex.P1C the consideration is stated as \$600/- only? That statement of consideration was not correct?

A. This I suppose was just a rough estimate. That was put in to have a sum because the price might have gone up or down by the time it went through.

Q. Was that consideration put just for the Stamp Office?

A. I do not think that was the intention.

10 Q. The same question arises in the other action - Civil Action 141/55. The Statement of Claim says the purchase price is \$45,500/- Japanese currency?

A. Yes.

Q. The transfer says \$2,000?

A. That was a nominal sum. I have no idea about stamps. I have no idea about this share business.

20 Q. In Civil Suit 142/55 - Rawang Concessions Ltd., figure in Statement of Claim is \$45,500/- Japanese currency?

(Knorpel: I think this is a clerical error for \$45,000/-).

Q. Here the consideration is shown in transfer as \$5,000/- only?

A. Yes.

Q. Are you absolutely certain that you purchased those shares in 1942 or 1943?

30 A. I am not absolutely certain, I think I bought them in 1943.

Q. I put it to you that you did not become interested in the shares till 1947?

A. I bought them during the Japanese occupation.

I had purchased previous shares during the occupation. Not very big purchases.

There were some Tronoh Mines, Jelabu Tin Dredging shares. I do not exactly remember but I think the Tronoh was 200 shares. They are still with me. I cannot remember from whom I bought.

40 I bought through Mr. Oh Eng Leong.

In the High Court at Penang

Plaintiff's Evidence.

No.18.

Chew Boon Ee.

10th April 1956

Cross- Examination - continued.

In the High
Court at Penang

Plaintiff's
Evidence.

No.18.

Chew Boon Ee.

10th April 1956

Cross-
Examination

- continued.

Also the Jelabu Dredging.

I signed those forms when I had the shares registered in my name in 1947.

Before I bought the shares in question these suits I was told that they belonged to the Chettiar. I did not ask about whether he was in this country or in India.

I did not know the Chettiar personally.

I know now that the Chettiar was in India.

I also know now that he had an Attorney. I never knew the Chettiar personally. 10

Q. Why in 1943 were you prepared to buy shares in a British Company?

A. First I had cash.

Secondly I thought buying shares in a British Company would be much better to buy in Japanese currency which would become valueless.

Q. Why not buy a more secured asset like land?

A. Land was a good asset but the price of land went up every now and then. In fact I bought a few properties during the Japanese time. 20

After I had purchased the shares Mr. Oh Eng Leong completed the purchase on my behalf.

I was not present when the share certificates were handed over to Mr. Oh Eng Leong.

I cannot be definite as to when I first received the certificates and transfers. Within a few days of paying the cash. I received them at my house. Mr. Oh Eng Leong handed them to me.

When I received them I just casually glanced at them. I don't remember if when he handed them over, Mr. Oh Eng Leong said anything about the shares. 30

Adjourned to 2-30 p.m.

(Signed) T.C.SPENSER WILKINSON
JUDGE.

Resumed 2-30 p.m.

I ask Counsel how many facts are disputed.

Huntsman: I thought it was clear that the date of the purchase was disputed. 40

Knorpel: I admit there is a dispute as to whether it was in 1942 or 1943. I do not appreciate that the dispute extends to 1947.

Huntsman: We agree to everything except the date of the purported sale. My instructions are that the shares were taken from the Bank in 1943. I have a letter from the Bank on the subject of the withdrawal from the Bank.

In the High Court at Penang

Plaintiff's Evidence.

No.18.

Chew Boon Ee.

10th April 1956

Cross-Examination - continued.

Knorpel: I have no objection to my letter being put in.

10 Huntsman: tenders the letter which is dated 3rd March 1956, (sic)* and indicates withdrawal of the scrip from the Bank by the Attorney on the 16th June 1943.

Knorpel: I am willing to agree to regard this as an agreed and admitted document.

(Letter marked Exhibit C).

Huntsman: If it be agreed that this caveat was lodged with the Bank then it may be necessary to call the Bank representative.

20 Knorpel: I am prepared to agree to the caveats without any admission as to their validity. I will not release any witness at this stage.

* Believed to refer to letter of 3rd April 1956 (Exhibit "C").

Cross-Examination Huntsman continued:

I look at PlB.

30 Mr. Oh Eng Leong witnessed my signature to that. I think I noticed the signature of Mr. Oh Eng Leong against the signature of the Transferor in that document. I did not comment on that. I look at PlA. Again Mr. Oh Eng Leong attested both signatures. I remember noticing that. I did not notice that in one transfer the signature of the transferor was different.

Q. Why was then this very long lapse of time from 1943 to August 1947 before signing the transfer?

40 A. Because I understood the Secretaries were not operating before that.

In the High
Court at Penang

Plaintiff's
Evidence.

No.18.

Chew Boon Ee.

10th April 1956

Cross-
Examination
- continued.

Q. That would not prevent you signing the documents?
A. I would not sign them unless I wanted them to be registered.

Q. Do you always refrain from signing until just before registrations?

A. Yes, that is always done that way.

Q. Why did you wait till 1947 in trying to get the shares registered?

A. I heard in 1946 that the Secretaries of the Companies were not yet functioning. That would be in the middle of 1946 as far as I can understand. 10

Q. But did not the Secretaries start function in April/May 1946?

A. I might have been misinformed.

Mr. Goh has been my Solicitor throughout these proceedings. He wrote a number of letters on my behalf before action.

Until I instructed Mr. Goh he did not know anything about this matter. 20

Everything Mr. Goh knew had been told to him by me.

Q. This is a letter written by Mr. Goh to the Administrator of the Estate of the deceased Chettiar ("AB-A. p.25").

In the first paragraph it says that the shares were sold on or about the 14th August, 1947.

Can you tell us why Mr. Goh said that?

A. I think that was a mistake made by Mr. Goh.

Q. "AB-A. p.19" refers to all dividends paid since 14th August 1947? 30

If you bought in 1947 why prepared (sic) the dividends paid to 1947?

A. I think this is also a mistake.

I know what an affidavit is. I agree it is a statement on oath. Before I swore an affidavit I would read it through to see if it were correct.

Q. In Civil Suit 140/55 on 22nd June 1955 you swore an affidavit in support of the interlocutory injunction? 40

A. That was sworn in Court here.

I remember swearing that.

I swore three affidavits, one in each suit.

Q. In paragraph 2 of the one in Civil Suit 140 you stated that in August 1947 you bought the shares in question in that Suit?

A. I remember swearing the affidavit. I should say I read it through very hurriedly. Paragraph 2 of that affidavit is also a mistake. There was also the same mistake in the affidavit in the other two suits.

In the High
Court at Penang

Plaintiff's
Evidence.

No.18.

Chew Boon Ee.

10th April 1956

Cross-
Examination
- continued.

10 Q. Prior to 14th August 1947 you had no interest or concern in these shares?

A. I bought the shares during the Japanese time.

RE-EXAMINED

Re-examined Knorpel:

Re-examination.

When I first instructed Mr. Goh I handed him the file. I did not give him full instructions and tell him the whole story. I left it to him to take up the matter for me.

The affidavits that have been referred to - I do not know who drafted them.

20 It might have been done in Mr. Goh's office.

I think that before that I had had a conference with Mr. Goh and had my statement taken.

I know the affidavit is in support of an injunction to restrain the Defendants from dealing with the shares.

There was very little time to prepare that application. I know Mr. Oh Eng Leong very long.

If I see something vouched for by his signature I would take it for granted.

30 I have every confidence in him.

I had no idea at that time when the transfers were filled in and executed what the market value of the shares was.

I left the statement of consideration to Mr. Oh Eng Leong.

I did buy other shares beyond those I have mentioned during the occupation. I had them registered in my name after the occupation. Those shares were sent in at the same time as the ones in this action.

40 All were sent in at the same time.

I did not sell my shares bought during the occupation without registering them in my own name.

I did not consider the possibility of doing so.

By Court: No shares were being registered during the Japanese occupation.

In the High
Court at Penang

No. 19.

EVIDENCE OF OH ENG LEONG.

Plaintiff's
Evidence.

No.19.

Oh Eng Leong.

10th April 1956

Examination.

P.W.2: Oh Eng Leong, affirmed, states in English:

Director of United Traders Ltd. of 4D Beach Street, Penang, which carry on business as share brokers. Before the war I had an office in Beach Street opposite the Overseas Chinese Bank. That office was destroyed by bombing and that site is now a Municipal Car Park.

Before I kept proper records of my business as share brokers. Those records were totally destroyed in the bombing. We were unable to salvage anything at all. 10

I know these three actions concern various shares. I was the broker in respect of Plaintiff's dealings with those shares.

Just after the outbreak of war and after the Indian Overseas Bank started functioning in the occupation I used to visit No.70 Seang Tek Road where a good many Chettiars resided during the occupation. I used to go there quite often to visit these Chettiars who used to be my clients before the war. 20

During one of those visits Sithambaram the Attorney of Letchumanan the deceased in this case called on me to try and sell some tin shares for his firm.

200 Rawang Tin, 500 Kundang Tin, 500 Rawang Concessions and 1500 Takuapa Valley.

I had known before the outbreak of the war R.M.L.S. Letchumanan and his attorney used to come to our office to do business. I know R.M.L.S.Letchumanan quite well and also the attorney. 30

At the time Sithambaram came to see me he did not mention his principal and he said he wanted some money and I think it was for a contribution to some funds required by the Japanese such as the Indian National Army or something like that.

As far as I can remember it would be just after the Indian Overseas Bank started to function during the occupation - that would be 1942 or 1943. I understood the Bank opened in about June 1942. 40

After talking to Sithambaram I contacted Plaintiff at Abou Sittee Lane and mentioned the shares for sale and he agreed to buy them at the prices wanted by the Chettiar which were to be in Japanese

currency notes about ten times the British note value. That is the price just before the outbreak of war. I think that that amounted to ~~£~~170,000/- altogether in Japanese currency.

As far as I remember the Rawangs were selling over ~~£~~3/- I think ~~£~~3-15, Kundang ~~£~~9-15, Rawang Concessions ~~£~~9/- and Takuapa ~~£~~3-50. Those were the values in Straits Currency. The price was ten times that in Japanese currency.

10 After Plaintiff agreed I took the price in Japanese currency from him and took it to the Chettiar and a day after the documents were given to me and I gave them to Plaintiff.

The whole transaction did not take long. Plaintiff agreed to take the shares when I spoke to him the first time. The whole transaction took I should say one or two days.

20 The documents I received were certificates and relative transfers relating to the shares. The transfers were executed by R.M.S.L.Letchumanan Chettiar, I believe some witnessed by Oversea Bank Agent and one or two were witnessed by me. I would recognise the transfer if I saw them.

30 These are the transfers (PLA to D). I recognise the Chettiar's signatures because these are signatures I witnessed before the war before he went to India. I recognise the signature of Sithambaram. This was attested by me after the Chettiar left for India - that was before the war. I also recognise Plaintiff's signature and my own. When I first received the transfers the consideration, the name of the buyer and the date of the stamping were not there.

The typing and the signature and attestation of transfers were already there.

40 I look at PLA. I attested both signatures there. The first attestation has the old chop which he used before the outbreak of war. The chop used to attest Plaintiff's signature is the new one used after re-occupation.

The shares were kept by Plaintiff until later on as the Secretaries did not function until after 1945 - in 1946 and 1947.

In the High Court at Penang

Plaintiff's Evidence.

No.19.

Oh Eng Leong.

10th April 1956

Examination

- continued.

In the High
Court at Penang

Plaintiff's
Evidence.

No.19.

Oh Eng Leong.

10th April 1956

Examination
- continued.

I received the documents from Plaintiff for registration - it was on my instructions that he sent me the documents. Before sending them in we had to fill in the consideration and the transferee's signature and then had it stamped. First of all we had Plaintiff to sign as transferee.

When we had to have the transfer stamped. We got the consideration price from the ruling price on that date because it had to be done that way. That was filled in by our chief clerk - I know his writing.

10

It is always understood that the consideration price should tally with the ruling price at that date. The clerk knows that.

Had been a sharebroker since 1920. This was usually done by clients who bought for a speculation.

When the transfers were completed the documents were sent to Harrisons and Crosfield in August 1947.

20

The Takuapa Valley shares were sent to Bousteads and were registered and returned.

Those that were sent to Harrisons and Crosfield were returned to us. The Secretary mentioned there was a caveat on those shares. I handed these documents over to Plaintiff.

When Sithambaram mentioned the shares he mentioned he would hand over the shares the next day. He did not mention where they were but I think they must have been in the Indian Overseas Bank.

30

I was told by Sithambaram that the Chettiar had gone to India before the war.

CROSS-EXAMINED

Cross-
Examination.

Cross-examined: Edgar:

Harrisons and Crosfields were the Registrars of the company, not the Secretaries. I have certified the signature of the Chettiar on some of those transfers. I certified it was the signature of the Chettiar. I knew he was in India. I had no idea then that the Chettiar had died in India in 1942.

40

I did not know when I sent the transfers to the Registrars that the Chettiar was dead.

Q. In August 1947 was Sithambaram the Attorney?
 A. I am pretty sure he was here.

I was prepared to certify the signature because I had already attested the signature to the transfer forms.

I cannot remember the exact date but I got the transfers from the attorney.

There were no contract notes used during the occupation.

10 I was not aware that Harrisons & Crosfields started to function as Secretaries of the company in April or May 1946.

Cross-examined: Huntsman:

I believe there were some other shares which I bought for Plaintiff - Tronoh Mines and Jelabus.

I look at PLA. That document was signed by the Chettiar in our office in my presence and I attested his signature.

20 Usually Chettiars never mentioned what they wanted to do with Blank transfers but in some cases they wanted to lodge them with the Bank.

I have no idea what the purpose was in this case.

PLB is signed by the Attorney. I witnessed his signature. He did not mention anything about it. This was signed after the Chettiar left for India.

The Attorney said he wanted the use of a large sum of money and he could not show me the documents at once. I thought they might be in the Bank.

30 It could be to pay off overdraft or to pay a contribution to Japanese War Funds as I guessed.

When the Attorney produced the documents to me I examined them before handing them to Plaintiff. I knew the principal Chettiar was in India.

I know the documents must have been signed by the transferor before the war.

I was quite satisfied when the transfers were handed to me because two were witnessed by me and two by the Agent of the Indian Overseas Bank.

40 Q. Did you not suggest to Sithambaram that as the transferor had executed them many years before

In the High Court at Penang

Plaintiff's Evidence

No.19.

Oh Eng Leong.

10th April 1956

Cross-Examination
 - continued.

In the High Court at Penang

Plaintiff's Evidence.

No.19.

Oh Eng Leong.

10th April 1956

Cross-Examination
- continued.

he ought to execute new transfers?

A. I did not suggest that.

Q. When you handed the documents to Plaintiff did you explain the position to him - tell him that Chettiar was in India and that documents were signed before the war?

A. I did not tell him. He trusted me.

I knew they had been signed before the war. I was acting as his broker in these transactions.

Q. I put it to you that prior to August 1947 Plaintiff had no concern or interest in these shares whatsoever? 10

A. I do not understand what you mean.

Q. Prior to 1947 Plaintiff did not buy those shares?

A. That is wrong.

I have been subpoenaed by third Defendant to produce a letter. I have it here.

It is dated 5th July 1955. It was sent to me by Maxwell, Kenion, Cowdy and Jones.

This is the letter (D.2).

After receipt of that letter I did show it to Mr. Goh. 20

I had been asked to be a witness.

I showed it to Mr. Goh not to Plaintiff.

RE-EXAMINED

Re-Examination.

Re-Examined: Knorpel: No questions.

By Court:

Harrisons & Crosfield in Kuala Lumpur started to function as Secretaries of these companies.

If the transfer is completed on the very day of the contract then the price in the contract note will be the correct price for the purpose of stamp. 30

That hardly ever happens.

Clients sometimes do not wish to complete but to wait for a rise or fall.

Adjourned to 10.30 a.m. 11th April.

(Signed) T.C.SPENSER WILKINSON.
JUDGE.

11th April 1956

Resumed: 10.30 a.m.

Counsel as before.

P.W.2: Oh Eng Leong:

(further Examination by Knorpel by leave).

The value of these shares as at June 1953 were:

10	Rawang Tin Fields	10/-	=	₹ 4.29	Straits.
	Kundang Tin	30/-	=	12.86	"
	Rawang Concessions	53/-	=	22.71	"
	Takuapa	17/-	=	7.29	"

In June 1952 the values were:

	Rawang Tin	9/6	=	₹ 4.07	Straits.
	Kundang Tin	32/-	=	13.71	"
	Rawang Concessions	46/-	=	19.71	"
	Takuapa	14/6	=	6.21	"

Values yesterday were:

20	Rawang Tin	9/-	=	₹ 3.86	"
	Kundang Tin	30/-	=	12.86	"
	Rawang Concessions	27/6	=	11.79	"
	Takuapa	21/6	=	9.21	"

CROSS-EXAMINED FURTHER

Cross-Examined: Edgar:

The prices normally vary from day to day.
The lists I have here are from Fraser & Co., Singapore.

I am not using our own lists.

Cross-Examined: Huntsman:

30 Takuapa Valley is Australian Registered.
The par value is in Australian Currency but in Malaya we quote them Sterling prices.

Q. I gave you the Fraser & Co's lists, one dated 16th August 1943 and one dated 18th June 1955?
Will you accept these?

A. Yes (Exhibit D.3 and D.4).*

* Not transmitted with Record.

In the High
Court at Penang

Plaintiff's
Evidence.

No.19.

Oh Eng Leong.

11th April 1956.

Further
Cross-
Examination.

In the High
Court at Penang
Plaintiff's
Evidence.

No.19.

Oh Eng Leong.
11th April 1956
Further Cross-
Examination
- continued.

On the 16th August 1947 Takuapa stood at 14/9 - 15/6 Sterling.
On 18th June 1955 they stood at 15/9 - 16/3 Sterling.

My offices were destroyed during the war - in one of the Japanese air raids at the start of the war.

I produced a letter (D.2).
I did not reply to that letter.
I know there has been trouble over 1500 shares in Takuapa Valley.

10

- Q. This is a transfer of 500 shares in Takuapa Valley (D.5). Does your signature appear in the share transfer?
A. Yes, once. That attests signature of transferor. That transfer was attested by me before the outbreak of the war. The signature was that of M.R.S.L. Letchumanan.

It was a blank transfer.
They were handed to me with everything typed out but the writing was there.

20

- Q. This is a document relating to 300 shares in Takuapa (D.6)?
A. My signature does not appear at all.

The handwriting in ink is done by my chief clerk.

- Q. This is a transfer for 700 shares in the same company (D.7)?
A. My signature is not here. The writing is that of my chief clerk.

Re-examined by Knorpel: No question.

No. 20.

OPENING SPEECH FOR FIRST AND SECOND DEFENDANTS
IN EACH CASE (SECOND, THIRD, FOURTH AND FIFTH
RESPONDENTS)

In the High
Court at Penang

Defendant's
Evidence.

No.20.

Opening Speech
for 1st and 2nd
Defendants in
each case.
(2nd, 3rd, 4th
and 5th
Respondents).

11th April 1956.

Edgar: It has been the attitude of the companies concerned that they were taking no sides in this matter.

All they are interested in is who is the person to become the registered holder of these shares.

10 In the Pleadings the Plaintiff claims that the companies owed a statutory or other duty to register the transfers.

Company only owes a duty whether statutory or otherwise to a registered shareholder.

If proper transfer accompanied by certificates is presented then the Directors are in duty bound to register.

20 If document not proper that is different and defendant's case is that it was signed by a deceased person. In the Articles of all companies, Clause 41 is the usual clause.

PIA, PLB and PLC.

Nothing further till "AB-A. p.2".

"AB-A. p.4" difficult in tracing correspondence.

"AB-A. pp. 5, 6, 7, 8 and 9".

In 1947 transfer held up by the caveats. Chettiar had died in 1942.

"AB-A. p.11"

30 "AB-A. p.12" asks if transfer in possession of Plaintiff.

In the meantime in May 1953 the Attorney had applied for fresh certificates.

No answer to "AB-A. p.12".

But the proper certificates were not there.

"AB-A. p.5" matter between Plaintiff and third Defendant.

"AB-A. pp.22 and 23"

Paragraphs 15 of Statement of Claim. But in letter

40 "AB-A. p.23 " they were asked to return (sic, query "retain") the scrip.

In the High Court at Penang

Defendant's Evidence.

No.20.

Opening Speech for 1st and 2nd Defendants in each case. (2nd, 3rd, 4th and 5th Respondents).

11th April 1956
- continued.

Case for Harrison & Crosfield is that they were only Registrars. They cannot pass transfer without the authority of the Directors. Only directors liable not the Registrars.

My submission therefore is that there is no case whatsoever against Harrison & Crosfield.

Could not register the transfer because of the caveat and at the same time the deceased was dead.

Only document that speaks after death is the Will. Every other document falls with his death.

10

"AB-B. pp. 17/19".

We were bound by our Articles. Defence says we will be bound by any decision in the matter.

No.21.

A.H.B.Alexander.
11th April 1956.
Examination.

No. 21.

EVIDENCE OF A. H. B. ALEXANDER

D.W.1. Archibald Hamilton Bruce Alexander, sworn, states in English:
Chartered Accountant.
Employed by Harrison & Crosfield Ltd., since 1937. They are the Registrars of the three Defendant companies.
As such Registrars we have no authority as a firm to pass transfers but we pass transfers on behalf of the Directors of the Companies concerned.

20

I produce the Memorandum and Articles of Association of the 3 companies concerned (D.8, D9 and D.10).[‡]

The Articles provide that the only person to be recognised as a shareholder of a deceased member is the Personal Representative. (See Clause 40 of Exhibit D.8).[‡]

30

I produce the Share Registers - this is the Register (Malayan Register) of Rawang Tin Fields Ltd., (Exhibit D.11). This is the Share Register of Kundang Iron Dredging Co., Ltd., (Exhibit D.12)[‡] This is the Share Register of Rawang Concessions Ltd., (Exhibit D.13).[‡]

[‡] Not transmitted with Record.

On the 15th May 1947 we received from Presgrave & Matthews three Caveats. These are the Caveats (Exhibits D.14, 15 and 16). * ("AB-A.pp.7,8 & 9").

On each is written a remark of the lifting of the Caveat.

In May 1953 we had correspondence with Maxwell, Kenion, Cowdy and Jones. That concerned an application for new certificates in place of lost ones.

10 We obtained a statutory declaration, declaration of identity and letter of indemnity - these are the three forms required. I produce them (Ex.D.17).

We advertised in the Straits Times and Malay Mail of the 22nd May 1953 in regard to these lost certificates.

CROSS-EXAMINED

Cross-examined by Huntsman: No questions.

Cross-examined by Knorpel:

20 I supervise the share transfer section of Harrisons & Crosfield.

Have done so since 1937, except for leave periods. I remember the facts of this case.

In June 1952 (sic, query "1954") Mr. Goh wrote and asked if caveat lifted and if shares could be registered. The letter sets out the distinctive numbers of the shares. (? "AB-A. p.113").

I replied on 29th June setting out the numbers of the certificates and the numbers of the shares.

(? "AB-A. p.12").

30 I think the new certificates were issued with new certificate numbers.

In Rawang Tin new certificates numbers were given - 13352 for 200 shares.

Q. In your letter to Mr. Goh you confirmed that the caveat had been lifted and that the shares could be registered and you set out the number of the old certificate?

A. That is so ("AB-A. p.12").

40 Q. According to your letter that certificate is in name of M.R.S.L. Letchumanan Chettiar?

A. That is so.

* Not transmitted with Record.

In the High Court at Penang

Defendants' Evidence.

No.21.

A.H.B.Alexander.
11th April 1956.

Examination
- continued.

Cross-Examination.

In the High
Court at Penang

Defendants'
Evidence.

No.21.

A.H.B.Alexander.
11th April 1956.

Cross-
Examination
- continued.

Q. In fact that statement was completely untrue?
A. It was incorrect.

Q. In fact the shares were under the new certificate number and the registered proprietor was the Administrator?

A. Yes.

Q. At that time Messrs. Harrisons & Crosfield and Rawang Tin Ltd., were aware of the true facts.

A. All I can say is that it was a mistake of the clerk in copying the numbers from the Register. 10

Q. But both companies - Rawang Tin and Harrisons & Crosfield had complete knowledge of the true state of affairs?

A. Yes, it was in our Register.

I look at Register of Rawang Concessions. New Certificates were issued with new Certificate numbers from M.4434 to 4438, replacing the certificates set out in "AB-A. p.12" in that order.

Certificate was in the name of Administrator. So same questions and answers apply as in case of Rawang Tin shares. 20

The same applies in the same way to Kundang Tin Dredging.

The new numbers are 4029 - 4033.

Q. Would you agree that the letter "AB-A. p.12" was untrue and misleading from beginning to the end?

A. It could be misleading.

At the end I said the certificates were in possession of his client.

It was in fact untrue that we understood that the certificates covering the shares were with Mr.Goh's client. 30

The letter is in a way true but the numbers are misquoted.

I appreciate that the letter refers to the shares therein set out.

The only certificates we could register were the ones we issued in 1950 in place of the ones declared to be lost.

Q. Will you therefore admit that the whole of this letter (except as to caveat) was wholly untrue and misleading?

A. As set out the information was misleading.

It was untrue because letter refers to shares in the name of M.R.S.L. Letchumanan and there were then no such shares.

I signed the letter myself.

10 I agree that the shares set out in the letter could not be registered.

The letter was a misrepresentation of the facts.

Q. Would you agree from the following letter from Mr. Goh ("AB-A. p.13") that since then Mr. Goh acted upon the misrepresentation in your letter of the 29th?

A. Yes.

I did not sign the letter of the 2nd July ("AB-A. p.14"). My assistant signed it - a responsible assistant who is a Chartered Accountant.

20 Q. Would you say that letter affords a fresh disclosure of all the facts?

A. It does disclose all the facts for it mentions the Administrator although it does not specifically say we knew of the death of the Chettiar.

Q. Do you regard yourselves as Registrars as having a public duty to carry out?

A. No. We are only appointed Registrars of the Companies.

30 Q. As a Chartered Accountant do you regard it as your duty to deal fairly with the public?

A. Yes.

Q. Do you think that duty applies to Messrs. Harri- sons & Crosfield as Registrars?

A. I should say so.

Q. Do you regard yourselves as having a specific duty to transferees of any transfers?

40 A. As much to transferor as to the transferee. If a transfer is legally purchased and signature attested it is our duty to see that a certificate is produced.

In the High Court at Penang.

Defendants' Evidence.

No.21.

A.H.B.Alexander.
11th April 1956.

Cross- Examination
- continued.

In the High
Court at Penang.

Defendants'
Evidence.

No.21.

A.H.B.Alexander.
11th April 1956.

Cross-
Examination
- continued.

We have a duty to deal justly and fairly with the transferee.

Q. You are well aware that there is no suggestion at all that the transfers were other than properly signed by the Chettiar or his attorney before the death of the Chettiar?

A. I agree there is no suggestion that they were not properly signed at the time of signature.

Q. When you had this correspondence from 29th July you were aware that these certificates had been presented in 1947? 10

A. I was aware of that but I considered we had no duty to make any note of that because the transferee was not even a member of any of the Companies.

Q. Would you not have had all the correspondence in your file?

A. Yes, but it is not our custom to refer to every letter in the file when we receive a transfer.

I regard it as part of my duty not to make misleading statements to prospective transferees. 20

Q. The letter from Mr. Goh ("AB-A. p.11") of 24th June especially refers to the previous sending in of the transfers. Would you not think it proper then to refer to the previous correspondence?

A. Yes, we referred to the previous correspondence.

Q. Do you know at that time of the correspondence going back to the last 7 years?

A. Yes, after receipt of the letter of the 24th June 1954. ("AB-A. p.11"). 30

Q. Would not the usual thing then to have been to check the Register?

A. The Register should have been checked.

This duty of checking the Register is done by my Chief Clerk and all I can say is that he checked incorrectly. He must have made a mistake when he checked it. I am sure it was checked.

The information in the letter regarding Rawang Tin Fields Ltd., is taken from one page of the Register. 40
It is easy to find that page.

Q. On that page will there be a mark or entry to show that another page should be referred to?

A. In fact all the entries are on the same page.

Also in the case of Kundang Tin.

Also in respect of Rawang Concessions.

Q. Would you not say that the most cursory glance at the book (Rawang Tin) would show the situation?

10 A. I cannot understand how the clerk copied down the old share certificate number.

Q. Can you honestly tell me that a man can look at that Register and not see that something has happened to the certificate?

A. I cannot remember that.

Q. Perhaps he took his information from Mr. Goh's letter without looking at the book?

A. Perhaps he did but he is not supposed to.

Q. You believe a man can check the Register and come to the conclusion set out in this letter?

20 A. It does not appear that he had.

I would describe the fault as carelessness and no doubt pressure of work.

Q. In your letter of 2nd July ("AB-A. p.14") the only reason given for returning the certificates of transfer was that the new certificates had been issued?

A. Yes.

Q. Do you not think that an apology was due to Mr. Goh for the mistake in your first letter?

30 A. We wrote and explained that they could not be registered as new ones had already been registered.

Q. Which was the more important reason for refusing registration - the fact of death of deceased or the replacement of certificates?

A. I should say that the replacement of certificates. The old certificates were really not in existence and we could not register any transfer of them.

40 Q. Don't you think you ought to have returned the

In the High Court at Penang

Defendants' Evidence.

No.21.

A.H.B.Alexander.
11th April 1956.

Cross-
Examination
- continued.

In the High
Court at Penang
Defendants'
Evidence.

No.21.
A.H.B.Alexander.
11th April 1956.
Cross-
Examination
- continued.

- certificates as much as the transfers?
- A. A Company cannot have two sets of certificates in existence and so we thought it our duty to retain the old ones and advise Mr. Goh accordingly.
- Q. Did it strike you at the time that this old transfer which had been submitted with the old certificates was likely to be more authentic than the story of the loss?
- A. No. 10
- Q. Would you not, when a loss is reported, look at any correspondence and files relating to the shares?
- A. We would look into file of correspondence relating to the registered shareholder.
- Q. Would you say that the presentation of a transfer by a transferee is correspondence affecting the registered shareholder?
- A. It relates to both registered holder and proposed transferee. 20
- Q. So the whole transaction - the attempt to get the shares registered in name of Chew Boon Ee - relates to the registered holder, Letchumanan Chettiar?
- A. Yes.
- Q. Correspondence on behalf of Chew Boon Ee should have been in the file relating to this holding?
- A. Yes.
- Q. If your procedure on report of loss is first to look at the Register and then the file would you not notice that Chew Boon Ee was concerned? 30
- A. As far as we were concerned the shares might have been sold back to the Chettiar.
- Q. Should you not have been put on enquiry?
- A. I do not see why. We acted in good faith on the statutory declaration and the other documents. I do not think we should have been put on enquiry.
- We were only concerned with the Chettiar asking to replace the scrip. 40

Q. Even apart from your duty as a Registrar you are under a duty not to injure by neglect the equitable rights of the public?

A. I agree, but when we got this application we naturally dealt with it from the angle of the Chettiar as we were not bound to mark in our books the previous attempt at transfer.

I know that in 1947 Chew Boon Ee was purported to buy those shares.

10 In 1950 there was a change from the name of the Chettiar to the Administrator.

I know that in 1951 Chew Boon Ee was still interested and was likely to be the equitable owner.

Q. Is there anything in the file to make you think that situation had ceased to operate?

A. Nothing in the files.

20 Q. Would it not have been a reasonable thing when you got this Statutory Declaration of loss from the Attorney of the representative of the deceased Chettiar to communicate with Chew Boon Ee whom you knew to have been interested?

A. No. We acted in good faith on the statutory declaration.

We did advertise. It is the custom to do that which in effect gives notice to the public that certain shares are lost.

Q. Do you know the newspaper which circulated most commonly in Penang?

A. I am not certain.

30 Q. Would you agree that it is probably Penang's locally-produced paper. "The Straits Echo"?

A. Yes.

The Malay Mail also circulates in Penang.

All we do is to publish in one Singapore paper and one Federal paper.

I have done registration of shares for a number of years.

40 I would say that it is the duty of the Registrar on receipt of a transfer duly signed by with the share certificate to register if there is nothing wrong with the transfer and if there is no caveat.

In the High
Court at Penang

Defendants'
Evidence.

No.21.

A.H.B.Alexander.

11th April 1956.

Cross-
Examination
- continued.

In the High Court at Penang

Defendants' Evidence.

No.21.

A.H.B.Alexander.

11th April 1956.

Cross-Examination - continued.

Q. Is there any reason why if a transferor has died between execution and presentation, the transfer should not be registered after due inquiry?

A. If we do not know of the death we would register but if we have notice of the death we would register the transfer after receipt of Letters of Administration. We usually require a new transfer by the Personal Representative.

Q. Do you know of any reason why if you satisfy yourself that the transaction is in order that you should not register notwithstanding his death?

10

A. We could not and should not register it. Because under the Articles we cannot recognise any person except the Administrator.

I look at Exhibit PLA, PLB, PLC and PLD. Provided that the transferor and transferee are dead (sic, query "not dead") the transfer appears to be in order.

They are duly completed transfers provided the transferor and transferee have not since died.

20

If one party has died I would not describe them as duly completed transfers.

Q. You appear to have changed your opinion on that in the last 2 years?

A. I do not agree that I have changed my view.

Q. "AB-A. p.31" was a letter signed by you?

A. Yes.

That letter refers to a possible transfer of Rawang Tin Fields shares to some other party.

30

Q. When you said that the notice would be disregarded you meant that you would register in the name of the other party?

A. Yes.

I must admit that when we got the transfer I consulted my lawyer and the letter was written after his advice.

I meant what I said in the letter. I did intend to register unless an injunction was obtained.

Adjourned to 2.30 p.m.

40

(Signed) T.C.SPENSER WILKINSON, JUDGE.

Resumed 2.30 p.m.

Mr. Oh Eng Leong released at request of Counsel and subject to re-call, if necessary.

Knorpel:

Since adjournment I have seen the statutory declaration put in by Mr. Alexander and would like to ask some further questions on that.

Cross-examination continued:

10 I look at these statutory declarations (Ex. D.17). They are all similar. I read them when I first got them but before new certificates can be issued the Directors must first give their authority.

They would to some extent be guided by my advice. I read them very carefully.

Q. Did it strike you that there was something contained in those declarations with a possibility of its being obviously untrue?

A. No.

20 Q. I draw attention to paragraph 4?

A. I understand now that no transfers have been signed in respect thereof.

Q. I am speaking of Messrs. Harrisons & Crosfield - the tin companies by their officers, servants and agents - did you not in fact have a record in your files that there had been dealings and that transfers had been signed since these certificates were issued?

A. Yes.

30

RE--EXAMINED

Re-Examined by Edgar:

The question of identity is dealt with by Article 14 of the Articles of the Company. That is the same for all companies.

We deal with transfers and we deal with them only when we receive appropriate documents.

When Mr.Goh wrote the letter, "AB-A. p.11" he did not send any transfers or certificates.

In the High Court at Penang

Defendants' Evidence.

No.21:

A.H.B.Alexander.

11th April 1956.
- continued.

Cross-
Examination
- continued.

Re-Examination.

In the High
Court at Penang
Defendants'
Evidence.

No.21.

A.H.B.Alexander.
11th April 1956.

Re-Examination
- continued.

It was only on or about the 2nd July ("AB-A. p.14") that we received the scrip. It was then we advised them what to do and that there was an administrator.

Q. If you had received with the letter of 24th June the Certificates and transfers would you have given the same reply as on the 2nd June? (sic. query "July").

A. Yes.

I agree there was a misrepresentation of facts. I would say it was an innocent one - I would rather call it carelessness.

10

When I received the transfers they were not in order because they were signed by a dead person.

The Straits Times circulates also in Penang.

No.22.

No. 22.

Ramanathan
Chettiar.

11th April 1956.

Examination.

EVIDENCE OF RAMANATHAN CHETTIAR.

Huntsman: I will call my witnesses right away.

D.W.2. (3rd Defendant) Ramanathan Chettiar s/o Letchumanan Chettiar, affirmed, states in Tamil:

20

108, Belfield Street, Ipoh. Aged 28 years.

I was born in the Ramnad District of India.

My father carried on business before the war in Penang at 123, Penang Street.

His business was moneylending.

He had an account with the Indian Overseas Bank.

I do not know when it was opened.

At beginning of war I was 16.

My father returned to India in 1941.

I know from the records that before he returned to India my father owned 200 Rawang Tin shares and also shares in Kundang Tin and Rawang Concessions and Takuapa Valley.

30

Before the war my father owed money to the Indian Overseas Bank and to secure the overdraft he deposited certain securities.

The share scrip and blank transfers were deposited with the Bank.

I do not dispute that my father's signature appears on all the transfers, except one.

40

Before my father went to India he brought Sithambaram Chettiar here to take charge of his business. He was given a Power of Attorney. It was registered in the Supreme Court, Penang. I do not now possess a copy of the Power of Attorney. I could not get a copy from the Supreme Court because I was told it was destroyed during the occupation.

In the High Court at Penang.

Defendants' Evidence.

No.22.

Ramanathan Chettiar.

11th April 1956.

Examination - continued.

10 (Huntsman: I have since discovered that it was registered in the High Court at Kuala Lumpur).

There were 200 further shares on Rawang Concessions. They were purchased after my father left for India. They were deposited with blank transfers by Sithambaram Chettiar.

Exhibit C was received by my lawyers from the Bank. Before the war I lived in India but also some time in Malaya.

20 Immediately before the war I was in India. After invasion of Malaya communication between Malaya and India broke down completely. I do not know what happened in Malaya during the occupation. My father died in India on 16th November 1942. Shortly after the war I did not have occasion to communicate with anyone in India about my father's affairs.

I did communicate with Sithambaram Chettiar. He was in Penang then.

30 I do not know where he is now. I have no copies of my correspondence with him. I wrote to him asking him the position of my father's business in Malaya at that time. I received no answers to my question. He only acknowledged receipt of my letter. I have no copies of those letters from him. I then wrote to my maternal uncle, Veraitheerthan Chettiar, of 108 Belfield Street, Ipoh. In due course I received a reply from him. I have no copy of that letter.

40 Q. Can you remember what he told you?

Knorpel: Objects.

Huntsman: It is secondary evidence.

In the High
Court at Penang.

Defendants'
Evidence.

No.22.

Ramanathan
Chettiar.

11th April 1956.

Examination
- continued.

I rule that neither the original letter if it exists nor secondary evidence of its contents are admissible because it amounts to a statement by a person not called as a witness.

Venaitheerthan Chettiar is now in India.

After receiving the letter from him I did not take any further steps to clarify the position.

I first saw Sithambaram Chettiar after the war in my house in 1947 in India.

When I saw him I had a discussion with him. I asked him to give an account of what had happened during his agency. 10

Q. Can you remember what was said.

Knorpel: I must object.
What the attorney said is not evidence for this Defendant.

Huntsman: I only want witness to say that he got no satisfaction.

I say if question is more complex it might not be objected to. 20

Q. Do you ever receive any account books from Sithambaram Chettiar?

A. I did not.
Nor any statement of accounts.

He gave me some share certificates and some "grants" (sic).

I got no share certificates in respect of those four companies.

I never communicated with him about those share certificates. 30

I came to Malaya after the war in May 1949.

After I returned I took steps to extract the Grant in respect of my father's estate.

Before I extracted the Grant I wrote to the Companies and they informed me that there were caveats. There were caveats in respect of the three companies but not Takuapa.

I took steps to have the caveats removed. I interviewed the Manager of the Indian Overseas Bank. That was after the Grant was extracted - that is after I had made application for the Grant. I eventually succeeded in obtaining the Grant. I had it registered with all the Companies. I returned to India in March 1952. I made an attempt to get new Certificates while I was here but I did not take it up so seriously; but when I returned to India I took it up from there. I instructed Venaitheerthan Chettiar to whom I gave a Power of Attorney before I went to India. Venaitheerthan carried out my instructions and in due course the new certificates were issued. When I instructed Venaitheerthan to apply I had no idea where the old certificates were.

CROSS-EXAMINED

Cross-examined by Edgar:

20 Cross-examined by Knorpel:

Venaitheerthan Chettiar is now in India. He went to India as far as I remember at the end of 1953.

Q. How did you know of the existence of the shares the subject matter of this action?

A. I came to know this from the accounts sent to India during my father's lifetime.

I was in Malaya from 1949 to 1952.

I then went back to India for 2½ years and returned in 1954.

30 Q. Between 1949 and 1952 did you make enquiries about these shares?

A. I wrote to the various Companies asking about dividends.

Q. Did you try to find out what happened to the share certificates?

A. The Companies replied that the Indian Overseas Bank had issued caveats and that the Takuapa Tin had been transferred to someone else.

40 Q. Did you make enquiries as to what had happened to the scrip in regard to the three Companies, the subject matter of this claim?

A. I made enquiries from the Companies only.

In the High
Court at Penang

Defendants'
Evidence.

No.22.

Ramanathan
Chettiar.

11th April 1956.

Examination
- continued.

Cross-
Examination.

In the High
Court at Penang

Defendants'
Evidence.

No.22.

Ramanathan
Chettiar.

11th April 1956.

Cross-
Examination
- continued.

Q. Did you discover that the shares had at one time been deposited with the Indian Overseas Bank?

A. Yes, I knew about it.

Q. Did you discover that the shares had been released by the Bank during the occupation?

A. Yes, I was told so by the Bank.

Q. Did you discover that blank transfers had been deposited with the Bank with the share certificates?

A. Yes.

10

Q. Did you discover to whom the Bank delivered the certificates and blank transfers when they released them?

A. Yes, the Bank released them to Sithambaram Chettiar.

Q. Have you ever tried to find out from Sithambaram Chettiar what he did with them?

A. At that time Sithambaram Chettiar was in India and so I did not.

I do not know in what part of India he was.

20

Q. Did he live somewhere near your own home in India?

A. Though his native place is near our place he will not be there all the time, he will be going to Northern India on business.

Q. Would he visit his home from time to time?

A. It would be absolutely impossible for me to find out when he would be visiting his home.

It is customary among our type of people that after being away from home for 3 or 4 years they will return and then go back to their business place.

30

Sithambaram Chettiar was in Trinnopoli where he carried on his business and subsequently he left there and had gone to some other place.

Q. Have you heard that he had been in Malaya in the last few months?

A. No.

Q. Have you many relatives in India near your own village or elsewhere?

A. Yes.

40

Q. You have relatives all over Malaya.

A. Not as many as in India. Only two in Malaya.

Q. Have you ever asked any of them to try and contact Sithambaram or to let you know if they have heard of him?

A. No.

Q. Why not? Is he not the obvious man to tell you all about these shares?

10 A. When he came to India he did not give any satisfactory account of what had happened during his Agency time, and so I did not bother, but when I came to Malaya I wrote to the various Companies.

Q. When in India from 1952 to 1954 did you attempt to find Sithambaram?

A. No.

Q. You knew that the Takuapa Valley shares had been transferred into name of Plaintiff?

A. Yes.

20 Q. Did you think these shares rightly belong to you?

A. Yes.

I found out about this after my arrival in Malaya in 1949; then I knew they had been transferred into Plaintiff's name.

Q. Didn't you think they might have been sold to the Plaintiff?

A. When I heard the shares were in his name I did not

Question repeated.

30 I don't know whether they were sold to Plaintiff.

Q. Do you ever think of asking the Plaintiff how he came by those shares?

A. I did not ask the Plaintiff. I intended taking action against him. Without asking him.

Q. Isn't that rather a silly attitude?

He might have been willing to give them to you?

A. I was not well conversant with the procedure and I only wrote to the Company to find out.

Q. You took out Letters of Administration - you

In the High
Court at Penang

Defendants'
Evidence.

No.22.

Ramanathan
Chettiar.

11th April 1956.

Cross-
Examination
- continued.

In the High
Court at Penang

Defendants'
Evidence.

No.22.

Ramanathan
Chettiar.

11th April 1956.

Cross-
Examination
- continued.

- had good Solicitors acting for you?
- A. I took out Letters of Administration through a legal firm.
- Q. Did you think of asking them how to get those shares back?
- A. Yes I asked the advice of the lawyer and he expressed the opinion that it was already late since the transfers had already taken place and I had to incur expenses if I started litigation.

- Q. I am going to suggest to you that that is nonsense? If you had told the lawyer that you claimed to be the owner of shares in the name of Chew Boon Ee he would have said "Let us ask him about it?" 10
- A. The lawyer said the shares were already transferred and it would cost money to start an action.

If I started a litigation against Plaintiff he would give an explanation to Court of how he came to be the owner. 20

I did not know the Plaintiff.
I did not know the Companies either.
I did not send a notice to Plaintiff.

- Q. Had you any reason to suppose that if you told him you were the legal owner he would not give them to you immediately?
- A. Because when I heard that these shares had already been transferred to him it would be useless to ask him to transfer the shares to us.

I did not know then that I should approach him first. 30

- Q. When Plaintiff first discovered - when he heard - you had these duplicate certificates, do you know what the first thing he did was?
- A. He sent a notice asking me to return them.

- Q. Did not that put into your head the idea of asking him to return the others?
- A. I remember I also sent a notice asking him to return.

- Q. Yes, a year after this case started?
- A. No, as soon as this case started. As soon as the case started I sent a notice asking him to return. 40

Q. That is a lie?
A. It is not a lie.

Q. It was not as much as a year. The letter demanding the return was sent to your Solicitors.
A. Yes. Later only I came to know of this notice. It did come to my notice.

Q. Did you receive a notice dated 17th March, 1955 addressed to you as Administrator ("AB-A.p.25")?
A. Yes.

10 Q. Do you know how much later you suggested that you might be entitled to the Takuapa Valley shares?
A. After I received that notice I instructed my lawyers to take action.

I saw the letter of 17th March shortly after it was posted.

Q. You then instructed your lawyer to demand the Takuapa Valley shares within how long?
A. It would be a few days.

20 Q. As much as a fortnight?
A. I do not remember. I could not say how many days.

Q. Could you mean by a few days as much as a month?
A. If I may refer to my letter I would know.

Q. I am asking how long after you received the Notice of the 17th March you instructed your Solicitors to demand the Takuapa Valley shares?
A. Roughly one month or one and half months. I had meanwhile to make enquiries from Takuapa Company about the addresses.

30

I referred to the correspondence with the Company to see if the name in the notice was the same as the name in the notice (?)

Q. I thought you said you had known for a long time that the shares were in his name?
A. I came to know his name only when I received the Notice.

Q. But you knew and have told the Court that you discovered soon after you arrived in 1949 that

In the High
Court at Penang

Defendants'
Evidence.

No.22.

Ramanathan
Chettiar.

11th April 1956.

Cross-
Examination
- continued.

In the High
Court at Penang

Defendants'
Evidence.

No.22.

Ramanathan
Chettiar.

11th April 1956.

Cross-
Examination
- continued.

the shares were in Plaintiff's name?
A. I had forgotten the name by that time.

I came to know the name of Plaintiff in 1949, but this notice came in 1954 and I had by then forgotten the name.

Q. I put it to you that is quite untrue and that your Solicitors were well acquainted with the situation?

A. In 1949 I had a letter stating that the shares had been transferred to Mr. Chew Boon Ee. I did not show that letter to my lawyer.

10

Only when I sent a reply to the Notice did I show them the letter.

I showed them the letter before they sent the reply.

Q. In fact that letter of the 17th March was replied to by your own Solicitors on the 4th April? ("AB-A. p.26").

A. Yes, they were my present Solicitors.

Q. Have you usually found them very slow in replying to letters?

A. There will be a certain amount of delay.

20

As far as I know after they got instructions from me they would send out a notice at the most within six days.

Q. They do not usually take 3 to 4 months to act on your instructions in sending a notice?

A. No, not a month. It will take only a few days.

Q. Does this letter convey anything to you (letter dated 4th July 1955 - "P.18")?

A. Yes, I have seen it. It was written by my lawyers.

30

Q. Written after the institution of this action?

A. That I don't know.

Q. If I tell you the writs were issued on 20th June will you accept that the letter was written after the action was started?

A. This letter is after that.

Q. That letter demands the return to you of the Takuapa shares?

A. Yes.

40

Q. That is the first demand that ever came from you for the return of those shares?

A. Yes.

This letter I instructed my Counsel to write after I came to know after the reply received from the Company in 1949.

When I instructed my lawyers to write this letter I went through my file and then I did not know whether Plaintiff was the man who had the transfer effected in his name.

10

Q. When in fact did you instruct your lawyers to write this letter of the 4th July? ("P.18").

A. When I received the Notice from Plaintiff's Solicitors in March I did not know that this Plaintiff was in possession of the share certificates.

Before this letter of 4th July there was another letter written.

20

I gave instructions for the letter of 4th July soon after my lawyer received a reply to the first notice.

Adjourned to 9.30 a.m. 12th April 1956.

(Signed) T.C.SPENSER WILKINSON.

12th April 1956

12th April 1956.

3rd Defendant Cross-examination continued:

(Letter of 4th July 1955 marked "P.18").

30

Previous to this letter ("P.18") I wrote one previous letter and on receipt of a reply to that letter I gave instructions to my Solicitors to write this letter.

Q. By previous letter do you mean the letter of the 17th March 1955? ("AB-A. p.25").

(You read English do you not? - Yes)
(Original letter of 17th March handed to witness - "AB-A. p.25").

A. Yes.

In the High Court at Penang

Defendants' Evidence.

No.22.

Ramanathan Chettiar.

11th April 1956.

Cross-Examination - continued.

In the High
Court at Penang

Defendants'
Evidence.

No.22.

Ramanathan
Chettiar.

12th April 1956.

Cross-
Examination
- continued.

- Q. So you suggest that your Solicitor took nearly four months to write this letter?
A. As far as I remember the previous letter stated they bought shares during the lifetime of my father. I took it that it was wrong because he had already died at that time. He died in 1942. Then I instructed my Counsel to write a letter to clarify that point.

To that letter I did not receive a reply for a very long time. 10

- Q. Do you know how much your father's estate received in dividends in respect of these shares?
A. I remember dividends were paid but I can't say unless I look at the accounts how much they were.

- Q. Have you had access to the accounts since June 1955?
A. No.

Q. Why not - You are the administrator of the estate?

- A. They are my own books and there was no need to look at them. I had access to them. 20

- Q. Do you know what this action is about?
A. Yes I know.

- Q. Do you know that one of the claims made is for all dividends received by the estate since 1947?
A. Yes I know.

Q. Is that not one of the things that might have been relevant to the case?

- A. I never thought that would be the question.

- Q. All dividends in these shares from that date until the injunction have in fact been paid to your father's estate? 30

- A. Yes.

Q. Sithambaram Chettiar held a full and complete Power of Attorney from your father?

- A. I am not certain.
He conducted my father's business here without supervision.

Q. Do you suggest that the money which Plaintiff says he paid for these shares was not in fact paid to Sithambaram Chettiar? 40

- A. I believe he did not pay the money to him.

Q. You also suggest the price of the Takuapa shares you claim was also not paid?

A. This happened in the occupation. I was in India. Sithambaram did not submit any accounts to me and so I cannot say if he received it or not.

Q. You agree that these transactions occurred during the occupation.

A. I don't know.

10 Q. If you were satisfied that Plaintiff had paid for all those shares, the full price for all of them, would you still think it fair that they should form part of your father's estate?

A. The Plaintiff says he had this transaction in 1947.

Q. The Plaintiff says this occurred in 1942 or 1943?

A. They are giving a different version now after I have written to Mr. Ong Eng Leong ("D. 2").

20 Q. If the price of the shares in question has been paid to Sithambaram Chettiar as the representative of your father do you think it just that the estate should have these shares, having received the purchase price?

A. If money had been paid to Sithambaram I would have known.

But I do not know in what connection and in what circumstances the money was paid to Sithambaram Chettiar.

RE-EXAMINED

30 Re-examined by Huntsman:

I last saw Sithambaram Chettiar in my house in India in 1947.

Since that date I have never communicated with him. I do not know where he is at present.

On the 15th September 1950 I extracted the Grant in respect of my father's Estate ("D.19").

In the Schedule of Assets I claim the Takuapa shares as part of my father's estate.

(Grant put in and marked "D.19").

40 Q. Would you have instituted this counter-claim except for these three actions?

In the High Court at Penang

Defendants' Evidence.

No.22.

Ramanathan Chettiar.

12th April 1956.

Cross-Examination
- continued.

Re-Examination.

In the High
Court at Penang

Defendants'
Evidence.

No.22.

Ramanathan
Chettiar.

12th April 1956.

Re-Examination
- continued.

Knorpel: I submit that is a somewhat leading ques-
tion.

Q. If this action had not been instituted against
you, would you have made any claim?

A. I would not have taken action.

(By Court: Why not?)

A. I was new to this place, no money to start an
action at that time).

By Court: At the beginning I thought of taking
action and then I gave it up until they started
action. As a matter of fact I had forgotten about
this. 10

Q. Exactly what steps, if any, did you take to dis-
cover Sithambaram Chettiar's whereabouts?

A. I did not make any attempt to discover his
whereabouts.

Q. Is that because if you found him he might sup-
port the Plaintiff's claim?

A. All the time he had been against me and my firm;
and also he did not submit any accounts to us
and did not give any satisfactory replies to my
letters and whatever he was willing to give me
I was willing to accept. 20

Plaintiff said he had the transactions in 1947 and
also he said it was through United Traders and
when I wrote to Mr. Oh Eng Leong he did not reply
- that is why I did not think the money had been
paid.

No.23.

M.S. Sundarasan.

12th April 1956.

Examination.

No. 23.

EVIDENCE OF M. S. SUNDARASAN

30

D.W.3: M.S. Sundarasan, affirmed, states in English:
I live 33C Irrawadi Road, Penang.
I am employed by the Penang Branch of the Indian
Overseas Bank. I am a clerk there.

I look at this letter (Exhibit "D" sic, query "C")
The signature of the Account is M.R. Govindasamy
and Manager is M.S. Mahadevan.

Both were working at the Bank at date of the letter. According to our records the contents of the letter are true.

I have available the registers, if required. I do not know anything about the caveats that were lodged in respect of these shares.

In the High Court at Penang

Defendants' Evidence.

No.23.

M.S. Sundarasan.

12th April 1956.

Examination
- continued.

Cross-
Examination.

CROSS-EXAMINED

Cross-examined by Edgar: No questions.

10 Cross-examined by Knorpel: I have not with me the Bank accounts of M.R.S.L. Letchumanan Chettiar. The shares were deposited to cover the overdraft of the Chettiar.

Q. Do you know how the Bank allowed the shares to be withdrawn?

A. The account was closed on that date.

Q. The overdraft was paid off on that date (15th June 1943)?

A. Yes.

20 I do not know the amount of the overdraft on that day.

Re-examined: No questions.

By Court: I have no idea how much in Japanese currency a Bank in 1943 would allow upon shares of this kind.

No. 24.

No.24.

EVIDENCE OF NG KAI KONG.

Ng Kai Kong.

12th April 1956.

Examination.

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D.W.4: Ng Kai Kong, affirmed, states in English:

I live at 242 Dato Kramat Road.

Employed by Boustead & Co., Ltd., Penang. I am

Insurance and Share Clerk.

We are the Agents for Takuapa Valley Tin Dredging.

We look after the accounts and do all the transfers of shares.

I look at "D.5", "D.6", and "D.7".

They are share transfers in respect of shares

In the High
Court at Penang

Defendants'
Evidence.

No.24.

Ng Kai Kong.
12th April 1956.

Examination
- continued.

bought by Plaintiff from Letchumanan Chettiar.
The date is the 14th May (sic, query "August")
1947.

At that time I was not doing the share work. I
cannot tell at what date they arrived in the of-
fice.

Annexed to the transfer ("D.6") for 300 shares is
a certificate ("Annexure W.D.6").

I cannot say when it came into our office.

Cross-examined by Edgar: No questions.

10

Cross-examined by Knorpel: No questions.

No.25.

Closing speech
for 1st and 2nd
Defendants in
each case (2nd,
3rd, 4th & 5th
Respondents).

12th April 1956.

No. 25.

CLOSING SPEECH FOR FIRST AND SECOND DEFENDANTS
IN EACH CASE (SECOND, THIRD, FOURTH AND FIFTH
RESPONDENTS)

Edgar address:

Plaintiff has not opened any line and so I have no
opportunity of replying to that.

Straits Times is both printed and published in
Singapore.

Companies Ordinance S.65, 66 & 67.

Cessation of membership on death.

Only person recognised by the Company is the Ad-
ministrator or Executor. Secs. 99 and 102.

In view of the power to inspect, Company under no
obligation to forward information.

Trusts not to be mentioned in the Register.

16th Edition Palmer's Company's Precedents, pages
502, 503, 504 & 506.

Transfers as they exist at this moment are not
proper because the only person a Company can rec-
ognise as the holder is the Executor or Adminis-
trator.

Secretary of Company has no authority to pass
transfers - nor has the Manager.

If Harrisons & Crosfield refused they refused as
Agents.

Here as soon as Company was aware of existence of
two sets of transfers they were bound to stop
transfer.

Page 506.

20

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Memorandum & Articles of Memorandum of Rawang Tin
(are identical but different clause numbers).
Clauses 33 and 40.

No one recognised except executor or administrator
of a deceased person.

As at 2nd July 1954 the transfer was not a proper
transfer and could not be registered.

Even in 1947 when certificates presented the man
was dead.

10 Caveat was lodged by reason of the Moratorium Proc-
lamation and Debtors and Creditors Ordinance.

Letters of Administration were duly registered in
October 1950 and November 1950.

In re Ottos & Kpoje Diamond Mines Ltd. (1893 1 Ch.
618 at page 625) Words "the transfer is in order"
are important.

At page 628 Transferee no right of action.

Palmer's Company Law 18th Edition pages 88 and 89.
Section 27 of the Companies Ordinance.

20 Page 113 Palmer's pages 97 and 98.

The member transferor has not signed the transfer
here and so there must be new transfers.

Palmer's page 102 Cessation by death of membership.
Pages 116 et seq.

Section 101 only applies when something has been
wrongly done.

Here there was sufficient cause.

30 If it is suggested that the Company wrote in June
1954 saying that the shares could now be registered
is a misrepresentation, then I wish now to refer to
Kerr's Fraud & Mistake.

Representation to give damages must be fraudulent.
No Jurisdiction to order damages unless Court acts
under Section 101.

Pages 503 and 504 Palmer's Precedent.

Section 101 - Palmer's page 1063.

Letter not a guarantee or an undertaking to trans-
fer the shares.

Kerr's Fraud & Mistake 7th Edition page 25.

40 No delay here at all - any representation made was
merely gratis dictum.

If he wrote instead of waiting at end of June - if
he had sent the documents with his first letter he
would have received exactly the same reply.

Kerr's page 71. As soon as we received the trans-
fers and certificates we advised them there was no
administrator.

Kerr's page 40. Parties in pari delicto.

Pages 99 and 100. Companies.

50 No privilege to Plaintiff because he could not reg-
ister anyway.

Companies under no obligation - we owe no duty to
transferee. Transfer must be in proper form.

Would have been ultra vires if they had accepted
the transfers.

In the High
Court at Penang

Defendants'
Evidence.

No.25.

Closing speech
for 1st and 2nd
Defendants in
each case (2nd,
3rd, 4th & 5th
Respondents).

12th April 1956
- continued.

In the High
Court at Penang

No. 26.

Defendants'
Evidence.

CLOSING SPEECH FOR THIRD DEFENDANT (FIRST
RESPONDENT)

No.26.

Closing speech
for 3rd
Defendant (1st
Respondent).

12th April 1956.

Huntsman:

Even if Court accepts Plaintiff's evidence I submit my client is entitled to succeed.

As to facts. No dispute up to outbreak of war. Certificates deposited with Bank with blank transfers.

As to Sithambaram - in view of his conduct, not surprising that he had tried to keep out of the way. Plaintiff could have called him and I did cross-examination suggesting he had been in the country recently.

Power of Attorney of Sithambaram would come to an end when his principal was on the other side of the line of war.

1946 M.L.J. 146.

Ordinance 38 of 1949 Section 3.

So Power went on till September 1945.

Evidence is that Sithambaram went to Bank during occupation and paid off the overdraft, and recovered the shares.

Weight of reliable evidence tends to show almost conclusively that Plaintiff did not acquire the shares until 1947 by which time the Power of Attorney had expired.

First there are the dates of the transfers.

That is strong evidence to show appropriate date of the transfers.

If shares bought during occupation why was he not prepared to sign the transfers there and then.

That would be his reasonable course of conduct.

Danger of someone else getting hold of them and signing them.

Much other evidence to show Plaintiff didn't buy till 1947.

Letter of 17th March 1955 - "AB-A. p.25".

Further letter on 14th October, 1954, "AB-A.p.19".

If purchased during war why not claim all dividends declared since the war.

Endorsements on the Writs.

Then there are the three Affidavits one in each action, - statements on oath.

How can Plaintiff say in face of these Affidavits that he bought the shares on an earlier date.

Does Court really think that in 1942/1943 Plaintiff

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could have wasted money in purchasing shares in British Companies with no prospect of any dividend? Such shares at that time were almost valueless.

Oh Eng Leong said Sithambaram Chettiar was here in 1947 when the transfers were signed and soon after went to India. So he was in no position to do what I say he in fact did.

Broker says the money went through his hands.

Reply in Suit 140 paragraph 2.

10 Statement of Claim mentions:

~~£~~ 6,300,

~~£~~ 45,500,

~~£~~ 45,500,

Total of ~~£~~75,000 or more.

Almost incredible to believe that a transaction involving such a tremendous sum of money could have not been entered somewhere in his office.

Surely some documentary evidence would exist because the bombing had happened long before.

20 No document produced which would in any way tend to support the Plaintiff's case.

On these grounds we ask Court to hold that Plaintiff didn't buy till 1947.

Sudden change after action commenced. This hangs on a letter written on 5th July 1955. ("D.2").

That was written after action but before Statement of Claim.

That letter for the first time disclosed the true position to the Plaintiff.

30 It discloses that the Chettiar died in 1942.

When Plaintiff saw that letter he must have realised that the facts in the letter would not support his claim.

Submit that letter did cause Plaintiff to change his step.

If Court accepts Plaintiff's evidence (even then it must be after 14th June 1943), the transfers were blank transfers.

40 Law on this subject is Good Brown (?) Joint Stock Companies.

41st Edition page 249.

Transferee gets not more title than mortgagee.

Mr. Oh Eng Leong was the broker and should have known the position.

Should have been put on his peril that there was something fishy about the transfers.

Should not have accepted this form of transfer.

France v. Clerk. 26. C.D. 257.

Fox v. Martin. 64 L.J. Ch. 473.

50 Must mention in authority which is against me.

In the High Court at Penang

Defendants' Evidence.

No.26.

Closing speech for 3rd Defendant (1st Respondent)

12th April 1956
- continued.

In the High
Court at Penang

Defendants'
Evidence.

No.26.

Closing speech
for 3rd

Defendant (1st
Respondent)

12th April 1956
- continued.

In re Tahili Cotton Co., (L.R.17 Equity cases, 273)
Not followed in later case.

Williams v. Colonial Bank:
1888 38 C.D. 388 at page 401.

Everything on these documents which put a reason-
able man on enquiry.

That case went to the House of Lords.

Colonial Bank v. Gady & Williams (1890, 15 A.C.267)
That affirmed the Court of Appeal.

Plaintiff ought to have raised some enquiries at
least. If not he is himself to blame. 10

Then as to limitation.

I rely on the repealed Ordinance and the new Ordi-
nance.

Old limitation Ordinance S.16.

Time does not run until extraction of Grant.

Meyappa Chettiar v. Supramanian (1916 A.C.603; 610)

Grant extracted on 5th September 1950.

Order of 7th March 1950.

If sale took place in 1947 then time will not start
till September 1950. 20

Submit claim fails under Section 37 and 38 of
Schedule.

That expired in 1953. New Ordinance Section 30.

(I point out that Ordinance came into force in
February 1953).

I made a mistake and thought it was in 1954 and
cannot proceed with this point.

Question of estoppel.

No question of estoppel when a person took docu-
ments which ought to put him on enquiry. 30

Adjourned to 2.15 p.m.

(Signed) T.C. SPENSER WILKINSON.

Resumed 2.15 p.m.

As to counter-claim.

Court will reach some (sic, query "same") finding
of facts in regard to these shares save that they
were not deposited with the Bank.

If sold in 1947 there was no one who could dispose of the shares.

If transaction took place in 1943 then I submit again that Plaintiff dealing with blank transfers executed before the war could not obtain any title to the shares.

Transfers should have put him on enquiry.

Not asking for transfer of these shares because they are now Australian Company's.

10 For that reason I am asking for damages.

As to Damages:- Mayne's 11th edition, 416.

According to share lists put in the shares stood between 14/9 and 15/6 on 16th August, 1947.

On 18th June 1953 two days before action shares were between 15/9 and 16/3.

I would submit a figure of 15/- as the proper price. That is \$6-42 and so 1,500 shares would come to \$9,630/-.

20 As to costs, there is a possibility of a bullock order against me.

Other point is that three actions were brought and they might have been all in one.

No. 27.

CLOSING SPEECH FOR PLAINTIFF (APPELLANT)

Knorpel:

30 If Court agrees with what I am about to submit I may be able to shorten my submission by dealing almost entirely with facts. I propose at this stage not to discuss the relief claimed. I ask for no more than continuation of present injunction; an order for payment over of dividends now held and payment over regarding future dividends; and possible orders as to transfers. Otherwise I do not press this matter as against first and second Defendants.

I was not aware of this in opening - actions have simplified themselves in the course of hearing.

Chief question is now one of fact - whether these

In the High Court at Penang

Defendants' Evidence.

No.26.

Closing speech for 3rd Defendant (1st Respondent)

12th April 1956
- continued.

Plaintiff's Evidence.

No.27.

Closing speech for Plaintiff (Appellant)
12th April 1956.

In the High
Court at Penang

Plaintiff's
Evidence.

No.27.

Closing speech
for Plaintiff
(Appellant)

12th April 1956
- continued.

shares were in fact sold to Plaintiff during the occupation or in 1947. If latter is proved I should have great difficulty in claiming judgment for my client with the possible exception of an estoppel. If in fact the facts are that the shares were sold by the Attorney during the occupation then the proposition hardly requires authority.

Evidence of Plaintiff and Oh Eng Leong.

That evidence given very fairly and very honestly. Against that no evidence at all has been tendered with the possible exception of Mr. Goh's letter to Defendant, the Writ and the Affidavit.

Very simple and probable explanations of that.

First is a simple mistake of law in thinking transaction completed when transfers filled in; second the Plaintiff might have handed over the file and documents to his Solicitor and simply said "Please try and get these shares for me." In that case it would appear on face of documents that the transaction was in 1947.

10

20

As to Affidavit of Plaintiff.

Plaintiff says that was a mistake.

In same paragraph is another obvious mistake - transfers never sealed.

"AB-A. p.31" - 16th June 1955. That was a Thursday. It would be a day or two before that letter arrived from Ipoh. Then it would take some time to get hold of the client.

Writ issued on the 20th a Monday. Affidavit settled and sworn on 22nd.

30

Sworn before the Registrar on the 23rd.

All points to a state of memory in which a mistake in the correspondence might easily be perpetuated. Plaintiff is a man in a public position - Member of Nominated Council and Managing Director of Boon Pharmacy Ltd.

Sithambaram was throughout the occupation the duly constituted Attorney of the deceased with full power to transact business.

40

Mr. Oh Leong had dealings with both deceased and his Attorney.

Overdraft at Bank (of which I knew nothing) paid off and the shares released.

Evidence of having told ? (illegible) as Attorney said he could not get the transfers at once. That is very strong corroboration of Plaintiff's story, if corroboration were needed.

What could be a more normal transaction.
 No evidence that Attorney was defrauding his principal, still less of collusion between Plaintiff and his broker.

Third Defendant's evidence as far as it went showed he was unworthy of credence and evasive.

If his contention try why no attempt to find deceased's Attorney?

10 Why did he never request Plaintiff to return the shares in counterclaim.

My reason for asking third Defendant about Sithambaram was partly fishy (sic, query "fishing") and partly that I am instructed than? (illegible) was held to Plaintiff that for an illegal consideration the Attorney might be prosecuted.

As to why no evidence were claimed prior to August 1947.

No evidence as to what dividends have been declared and it may be there were none before that date.

20 If transaction was in 1947 why were no questions asked in cross-examination as regards these accounts, bank accounts, and so on?

In normal post-war conditions a contract note would normally be signed.

Plaintiff gave good reason for buying these shares - viz. that whatever happened to the war, Japanese currency would be useless but the chances were tin shares would be a sound investment.

30 Also perhaps there was some degree of confidence in a British victory.

Palmer's Company Law, page 122.

Blank transfers on sale.

There was no reason why Plaintiff should enquire because the Attorney sold the shares himself.

Palmer, page 121. Vendor not bound to procure a transfer but is a trustee.

Also having entered into a contract Defendant is bound not to do anything to hamper the registration.

40 It is on this question of trust that strength of Plaintiff's claim rests.

Halsbury's 3rd Edition Volume 6, page 248.

Hooper v. Herts. (1906, 1 Ch. 549).

There were interested dealings - the parallel is close.

Present case is a fortiori.

Hawks v. McArthur (1951, 1 A.E.R., 22).

In spite of breach of Memorandum and Articles the purchaser got an equitable title.

In the High
 Court at Penang

Plaintiff's
 Evidence.

No.27.

Closing speech
 for Plaintiff
 (Appellant)

12th April 1956
 - continued.

In the High
Court at Penang

Plaintiff's
Evidence.

No.27.

Closing speech
for Plaintiff
(Appellant)

12th April 1956
- continued.

Section 115 Evidence Ordinance.

Signature of a blank transfer and deal to purchase
? (illegible) on representation that you are in a
position to sell.

Payment of the purchase price is the act based on
that representation.

Thereafter neither transferor nor his representa-
tive can afterwards deny that representation.

Third Defendant in a contractual liability and is
also a trustee.

Under the contract the Plaintiff is entitled to
specific performance.

Limitation, it is conceded does not apply.

Before application for new certificates no evidence
of breach of contract or breach of trust.

(Edgar: We would like to know which set of cer-
tificates should be cancelled).

Action of third Defendant may at the time have been
perfectly innocent. But once the transfers were
inspected the Plaintiff's interest would have ap-
peared clear ("AB-A. p.26").

Fry on Specific Performance, 6th Edition, 678.
Extent of jurisdiction page 35.

As to counter-claim: I am at a loss to know how
the Defendant can counter-claim at all in this
respect. My client admits he has had the shares
and that he paid third Defendant's representative
the money. Third Defendant does not suggest he
had not had the money.

Third Defendant has not said that he never got the
money or the benefit of it; all he says is that he
has had no accounts from Sithambaram.

If third Defendant could show some damage then his
counter-claim would stand or fall by the claim.

Relief to be claimed.

Item (ii) is not of much importance.

Item (iii) failure for breach of trust or contract.
Unless Court holds that there is no question of
trust or that contract not specifically enforce-
able I submit the claim would be automatic.

10

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30

40

Item (iv)
 Item (vii) should come before (iii).
 Item (viii) is an invariable concomitant.
 Date of breach - only matter of this kind is a
 matter of damages -
 It would either be some time in 1953 when Defendant
 obtained new or 1955 when first expressly refused.
 Damages would have to include dividends.

(I say this would involve an enquiry).

- 10 As against first and second Defendants, I ask only
 for continuing injunction, order for payment of any
 dividends received by them, and any necessary order
 requiring registration.

Plaintiff makes no imputation against the bona
fides of the first and second Defendants. Every-
thing that has been done has been done in good
 faith.

No. 28.

JUDGE'S ORAL FINDINGS

- 20 Findings:

At the conclusion of the evidence of the Plaintiff
 I believed his evidence and the same applies to the
 evidence of Mr. Oh Eng Leong. The only evidence
 contra consists of certain statements in the nature
 of admissions contained in a letter, an affidavit
 and in the endorsement on the Writ. I was not
 aware of this statement in the Writ until my atten-
 tion was drawn to it by Mr. Huntsman in his address
 on behalf of the third Defendant.

- 30 Notwithstanding these admissions I accept the evi-
 dence of the Plaintiff and his witness and hold
 that the shares in question both in the claim and
 counter-claim were sold to Plaintiff by Sithambaram
 Chettiar, the then Agent of the deceased through
 Mr. Oh Eng Leong in 1943 and that the Plaintiff paid
 for them in Japanese currency.

- 40 I hold that the Plaintiff thus became and still is
 the equitable owner of the shares. He is therefore,
 in my opinion, entitled to call for a proper trans-
 fer of the shares claimed, into his name.

In the High
 Court at Penang

Plaintiff's
 Evidence.

No.27.

Closing speech
 for Plaintiff
 (Appellant)

12th April 1956
 - continued.

No.28.

Judge's Oral
 Findings.

12th April 1956.

In the High
Court at Penang

No.28.

Judge's Oral
Findings.

12th April 1956
- continued.

As the only claim now made against the first and second Defendants is for a continuation of the presently existing injunction I think that injunction should continue until the proper transfer into Plaintiff's name has been lodged and the shares registered in his name.

I do not think the first and second Defendants will oppose an order to pay over the Plaintiff any dividends paid upon the shares in question which may be in their possession.

10

There will be judgment for Plaintiff with costs against third Defendant in terms of prayers (iii), (iv), (v) and (vi); under prayer (viii) interlocutory injunction to continue until transfer to Plaintiff and registration of shares in his name; against first and second Defendants, order that interlocutory injunction is to continue until registration of the shares in Plaintiff's name and an order that they do pay to Plaintiff any dividends now in their possession or any dividends in respect of the said shares which they may receive before such registration.

20

Huntsman: I would prefer to check up the share certificates and existing transfers pending the possibility of appeal.

The Counter-claim will be dismissed, with costs.

Knorpel: As to costs of first and second Defendants, submit it was essential in order to protect the Plaintiff's interests. Was a threat of transfer to a third party.

30

In view of the admissions and shortcomings of first and second Defendants in relation to Plaintiff and as it arises out of conduct of third Defendant.

I would submit Plaintiff should have had costs whether that part of the costs be paid by first and second Defendants or by third Defendant is a different matter.

Submit that first and second Defendants' costs should not be paid by Plaintiff.

Edgar: There was no necessity to bring first and second Defendants in.

40

We wrote and told them that Administrator had been dealing with the matter.

Mr. Goh agreed with my view.

Grundy v. Bridge (1910 1. Ch. at page 445).

Submit that I am entitled to the whole of my costs.

Villain of the piece has been the third Defendant.

Knorpel: Mr. Edgar has an undertaking of indemnity.

Huntsman: Not a case where my client should pay any costs or indemnify anyone.

Plaintiff could have obtained all the reliefs he wanted without suing the other Defendants.

10 An injunction against my client alone would have been sufficient.

Knorpel: We know there is one transfer which had already been signed. How many others we do not know.

So necessary to get an injunction against first and second Defendants.

How an injunction can be obtained, except in a civil action I do not know.

20 Order that the first and second Defendants' costs in relation to the interim and interlocutory injunctions against them and such proportion of the costs of the action as the Taxing Master considers might be attributable to a claim to continue the injunction to be paid by the third Defendant. The rest of the costs of the first and second Defendants to be paid by the Plaintiff. Liberty to apply.

Huntsman: I ask for stay of execution pending appeal.

30 Knorpel: Unless the money \$1,000/- as security for costs is paid into Court, or the existing dividends are paid into Court and share certificates and blank transfers handed over.

I am prepared to undertake that Mr. Goh will hold transfers and any dividends received pending appeal.

On Plaintiff's undertaking not to part with or deal with the shares when registered in his name

In the High Court at Penang

—————
No.28.

Judge's Oral Findings.

12th April 1956
- continued.

In the High
Court at Penang

No.28.

Judge's Oral
Findings.

12th April 1956
- continued.

pending appeal and an undertaking by Mr. Goh to retain any dividends received in respect of the shares pending appeal, and any costs paid being subject to the said undertaking, no order for a stay.

Edgar: I would ask that the Share Registers be returned to Registrars on an undertaking to produce them to the Court of Appeal, if required.

On that undertaking Order accordingly.

(Signed) T.C. SPENSER WILKINSON,
JUDGE.

10

No.29.

Order in Civil
Suit 1955 No.
140.

12th April 1956.

No. 29.

ORDER IN CIVIL SUIT 1955 No. 140

Before the Honourable Mr. Justice Spenser Wilkinson

The 12th day of April 1956.

In Open Court.

This Suit coming on for hearing on the 10th day, the 11th day of April 1956 and adjourned to this day in the presence of Counsel for the Plaintiff and for the first, second and third Defendants, Upon reading the pleadings filed herein and Upon hearing the evidence adduced on behalf of the Plaintiff and the first, second and third Defendants and what was alleged by Counsel aforesaid
THIS COURT DOETH ORDER ADJUDGE AND DECLARE :-

20

1. That the third Defendant do take all necessary steps and do execute all necessary documents to complete the transfer to and registration in the name of the Plaintiff of the 200 shares numbered 223724 to 223923 inclusive in the first Defendant Company and do deliver to the Plaintiff any certificates which he may hold in respect thereof;

30

2. That the third Defendant is and M.R.S.L. Letchumanan Chettiar deceased was a trustee for the Plaintiff in respect of the said shares and of all dividends received in respect thereof since the date of sale of the said shares to the Plaintiff;

3. That an account be taken of such dividends as aforesaid;
4. That the third Defendant do pay to the Plaintiff such sum as may be found due on the taking of such accounts;
- 10 5. That the interlocutory injunction restraining the third Defendant from selling or otherwise transferring or parting with possession, or attempting to do any of the foregoing of any of the said shares to any person other than the Plaintiff do continue until all the said shares are transferred to and registered in the name of the Plaintiff;
6. That the interlocutory injunction restraining the first and second Defendants from registering any transfer of the said shares to any person other than the Plaintiff do continue until the said shares are registered in the name of the Plaintiff;
- 20 7. That the first and second Defendants do pay to the Plaintiff any dividends in respect of the said shares now in their possession or which they may receive before the registration of the transfer in the name of the Plaintiff.

THIS COURT DOTH FURTHER ORDER:-

1. That the third Defendant do pay to the Plaintiff his costs of this action including the costs of his counter-claim to be taxed;
- 30 2. That the third Defendant do pay to the first and second Defendants the costs relating to the interim and interlocutory injunctions and such proportion of other costs of the action as the Taxing Master may consider attributable to a claim continuing the injunctions;
3. That the remaining taxed costs of the first and second Defendants be paid by the Plaintiff.

By the Court,
 (L.S.) (Sgd.) K. Somasundram
Senior Assistant Registrar.

In the High
 Court at Penang

 No.29.

Order in Civil
 Suit 1955 No.
 140.

12th April 1956
 - continued.

In the High
Court at Penang

No. 30.

ORDER IN CIVIL SUIT 1955 No. 141.

No.30.

Order in Civil
Suit 1955
No. 141.

12th April 1956.

Before the Honourable Mr. Justice Spenser Wilkinson

The 12th day of April 1956.

In Open Court

This Suit coming on for hearing on the 10th day, the 11th day of April 1956 and adjourned to this day in the presence of Counsel for the Plaintiff and for the first, second and third Defendants, Upon reading the pleadings filed herein and Upon hearing the evidence adduced on behalf of the Plaintiff and the first, second and third Defendants and what was alleged by Counsel aforesaid
THIS COURT DOETH ORDER ADJUDGE AND DECLARE:-

10

1. That the third Defendant do take all necessary steps and do execute all necessary documents to complete the transfer to and registration in the name of the Plaintiff of the 500 shares numbered 45242 to 45316, 14809 to 14833, 62205 to 62304, 47901 to 48000, 112567 to 112666, and 91350 to 91449 (all inclusive) in the first Defendant-Company and do deliver to the Plaintiff any certificates which he may hold in respect thereof;

20

(Here follow paragraphs 2 to 7 inclusive in the same wording as in the Order in Civil Suit 1955 No. 140, Document 29).

THIS COURT DOETH FURTHER ORDER:-

1. That the third Defendant do pay to the Plaintiff his costs of this Suit to be taxed;
2. That the third Defendant do pay to the first and second Defendants the costs relating to the interim and interlocutory injunctions and such proportion of other costs of the action as the Taxing Master may consider attributable to continuing the injunctions;
3. That the remaining taxed costs of the first and second Defendants be paid by the Plaintiff.

30

By the Court,

(L.S.)

Sgd. K.Somasundram,

Senior Assistant Registrar.

40

No. 31.

ORDER IN CIVIL SUIT 1955 No. 142.

Before the Honourable Mr. Justice Spenser Wilkinson

This 12th day of April 1956.

In open Court

In the High
Court at Penang

No.31.

Order in Civil
Suit 1955
No. 142.

12th April 1956.

This Suit coming on for hearing on the 10th day, the 11th day of April 1956 and adjourned to this day in the presence of Counsel for the Plaintiff and for the first, second and third Defendants, Upon reading the pleadings filed herein and Upon hearing the evidence adduced on behalf of the Plaintiff and the first, second and third Defendants and what was alleged by Counsel aforesaid THIS COURT DOETH ORDER ADJUDGE AND DECLARE:-

10

20

1. That the third Defendant do take all necessary steps and do execute all necessary documents to complete the transfer to and registration in the name of the Plaintiff of the 500 shares numbered 169301 to 169400, 124801 to 124900, 136301 to 136400, 133601 to 133700 and 133401 to 133500 (all inclusive) in the first Defendant-Company and do deliver to the Plaintiff any certificates which he may hold in respect thereof;

(Here follow paragraphs 2 to 7 inclusive in the same wording as in the Order in Civil Suit 1955, No. 140, Document 29).

THIS COURT DOETH FURTHER ORDER:-

(Here follow orders 1 to 3 inclusive in the same wording as in the Order in Civil Suit 1955 No. 141, Document 30).

30

(L.S.)

By the Court,
Sd. K. Somasundram,
Senior Assistant Registrar.

In the High
Court at Penang

No. 32.

No.32.

GROUNDS OF DECISION
in CIVIL SUIT No. 140/141/142 of 1955

Grounds of
Decision.

9th May 1956.

I have little to add to the short oral findings which I gave at the conclusion of the hearing.

The Plaintiff and his witness, Mr. Oh Eng Leong, both gave their evidence in a very straightforward manner, and gave every indication of being honest witnesses. I entirely accepted their evidence. I did this in spite of certain documentary evidence which at first sight appears not to support their story. 10

In the first place, there is the fact, that although the Plaintiff says that the sale took place in 1942 or 1943, the transfers themselves were not signed by the Plaintiff until 1947, and were so dated. I am unable to accept Mr. Huntsman's argument that the natural and normal thing to do was to sign the transfers upon their receipt. In the circumstances of the Japanese Occupation I consider that it was perfectly natural for the Plaintiff to put away the documents as they were and to complete the transfers when the time came to have them registered. In fact I am unable to see that it would have made any difference to the course of events in this case if the transfers had been signed and dated in early 1943, for the transferor was then already dead; and what went wrong in this case is not that some unauthorised person obtained the blank transfers and filled them in - if that were the case I think the Plaintiff would have been in a real difficulty - but that the deceased's son obtained fresh certificates. I think the execution date of 1947 in respect of the sale in 1943 has been amply explained. 20

I am unable to see how the principles laid down in France v. Clark, 26 C.D. 257 and Fox v. Martin 64 L.J. Ch. 473 can apply to this case. Mr. Huntsman urged upon me that the Plaintiff took these blank transfers at his peril and that he was put upon enquiry. Vis-a-vis the Bank or anyone else to whom the shares might have been pledged, I would agree that the Plaintiff took the shares at his peril - but that is not the peril into which he has fallen, and in my opinion the fact 40

that the transfers were at one time in blank did not in this case make the slightest difference to the situation.

10 The other matter which conflicts with the Plaintiff's evidence consists of the letters, affidavit and Writs of Summons in which it is stated that the sale took place in 1947. I accepted the Plaintiff's evidence that this was a mistake - and I think all these admissions are really the same mistake which, once having crept into the correspondence, became perpetuated in all the subsequent documents right up to the Writs themselves. I think the Plaintiff's Solicitors must have taken the date of sale from the actual transfers and that the Plaintiff did not notice the mistake until the time came to draw the Statement of Claim. In the result the statements in these documents did not cause me to disbelieve the Plaintiff.

20 The plea of limitation was dropped as soon as it became clear that the new Ordinance came into force in February 1953.

30 It appeared to me that once it was established (as in my opinion it was) that these shares were sold to the Plaintiff in 1943 by a person who, it is conceded, was still at that time the properly constituted attorney of the deceased transferor, the Plaintiff became the beneficial owner and the deceased or his estate ceased to have any interest in them, and the third Defendant had no right to apply for or receive new scrip for the shares.

I therefore gave judgment for the Plaintiff on all the claims and on the counterclaim.

(Signed) T.C.SPENSER WILKINSON,
Judge.

PENANG, 9th May, 1956.
(Mr. M. Knorpel & Mr. G. H. Goh for Plaintiff, Mr.M.Edgar for No. 1 & 2 Defendants, Mr. W. J. Huntsman for No. 3 Defendant).

In the High
Court at Penang

No.32.

Grounds of
Decision.

9th May 1956
- continued.

In the
Court of Appeal

No. 33.

NOTICE OF APPEAL

No.33.
Notice of Appeal
24th April 1956.

IN THE SUPREME COURT OF THE FEDERATION OF MALAYA
IN THE COURT OF APPEAL AT PENANG

Civil Appeal No. 19 of 1956

Between: L.Ramanathan Chettiar in his
capacity as Administrator of
the Estate of M.R.S.L.
Letchumanan Chettiar deceased Appellant

- and -

10

Chew Boon Ee
Rawang Tin Fields Limited
Kundang Tin Dredging Limited
Rawang Concessions Limited
Harrisons and Crosfield
(Malaya) Limited Respondents

(In the matter of Penang High Court Civil Suit
1955 No. 140)

Between

Chew Boon Ee Plaintiff

20

- and -

Rawang Tin Fields Limited 1st Defendants
Harrisons & Crosfield
(Malaya) Limited 2nd Defendants

L. Ramanathan Chettiar son
of Letchumanan Chettiar
sued in his capacity as
Administrator of the Estate
of M.R.S.L.Letchumanan
Chettiar, deceased

3rd Defendants

30

- and -

(In the matter of Penang High Court Civil Suit
1955 No. 141)

Between

Chew Boon Ee Plaintiff

- and -

Kundang Tin Dredging Limited
1st Defendants

Harrisons & Crosfield
(Malaya) Limited 2nd Defendants

In the
Court of Appeal

L.Ramanathan Chettiar son
of Letchumanan Chettiar
sued in his capacity as
Administrator of the Estate
of M.R.S.L. Letchumanan
Chettiar, deceased 3rd Defendants

No.33.
Notice of Appeal
24th April 1956
- continued.

10 (In the matter of Penang High Court Civil Suit
1955 No. 142)

Between

Chew Boon Ee Plaintiff

- and -

Rawang Concessions Limited 1st Defendant

Harrisons & Crosfield
(Malaya) Limited 2nd Defendants

20 L.Ramanathan Chettiar son
of Letchumanan Chettiar
sued in his capacity as
Administrator of the Estate
of M.R.S.L.Letchumanan
Chettiar, deceased 3rd Defendants

Take notice that the Appellant being dissatisfied with the decision of the Honourable Mr. Justice Spenser-Wilkinson given at Penang on the 12th day of April, 1956 appeals to the Court of Appeal against such part only of the said decision as decides that:-

30 (1) Chew Boon Ee is the lawful owner of 200 shares in Rawang Tin Fields Limited, 500 shares in Kundang Tin Dredging Limited and 500 shares in Rawang Concessions Limited now standing in the name of the Appellant.

(2) The Appellant do take all necessary steps and do execute all necessary documents to complete the transfer to and registration in the name of Chew Boon Ee of the said shares and do deliver to Chew Boon Ee any certificates which he may hold in respect thereof.

40 (3) The Appellant is and M.R.S.L. Letchumanan Chettiar

In the
Court of Appeal

No.33...

Notice of Appeal
24th April 1956
- continued.

was a trustee for Chew Boon Ee in respect of the said shares and of all dividends received since the date of the purported transfers in respect thereof.

- (4) An account be taken of such dividends as aforesaid.
- (5) The Appellant do pay to Chew Boon Ee such sum as may be found due on the taking of such account.
- (6) There be paid to Chew Boon Ee all dividends hereinafter declared in respect of the said shares. 10
- (7) The interlocutory injunction prohibiting the registration of any dealings in the said shares be continued until the said shares be registered in the name of Chew Boon Ee.
- (8) the Appellants counterclaim (incorporated in Civil Suit No. 140 of 1955) be dismissed with costs.
- (9) The Appellant do pay to Chew Boon Ee his costs incurred and directed to be paid by the Appellant. 20
- (10) The Appellant do pay to the Respondents (save and except Mr.Chew Boon Ee) their costs incurred and directed to be paid by the Appellant.

Dated this 24th day of April, 1956.

Sd. L.Ramanathan Chettiar, Sd. Maxwell, Kenion,
Appellant. Cowdy & Jones,

Solicitors for the
Appellant. 30

To:- The Senior Assistant Registrar,
The Supreme Court,
Penang.

and to:

1. Mr. G. H. Goh,
4, Church Street,
Penang, the Solicitor for Mr.Chew Boon Ee.
2. Messrs. Bannon & Bailey,
Laidlaw Building,
Kuala Lumpur, the Solicitor for the
Respondents (save and except Mr.Chew Boon Ee) 40

The address for service of the Appellant is c/o
Messrs. Maxwell, Kenion, Cowdy & Jones, Mercantile
Bank Building, Ipoh.

No. 34.

MEMORANDUM OF APPEALIn the
Court of Appeal

No.34.

Memorandum of
Appeal.

24th July 1956.

L. Ramanathan Chettiar in his capacity as Administrator of the Estate of M.R.S.L. Letchumanan Chettiar, deceased the Appellant above-named, appeals to the Court of Appeal against part of the decision of the Honourable Mr. Justice Spenser-Wilkinson given at Penang on the 12th day of April, 1956, on the following grounds:-

10 1. The trial Judge was wrong in his finding of fact which is against the weight of evidence that in 1942 or 1943 Chew Boon Ee purchased from M.R.S.L. Letchumanan Chettiar now deceased 200 shares in Rawang Tin Fields Limited, 500 shares in Kundang Tin Dredging Limited and 500 shares in Rawang Concessions Limited.

20 2. The trial judge should have held that prior to the 14th day of August, 1947, Chew Boon Ee had no legal or beneficial interest whatsoever in the said shares or any of them, but that on the aforesaid 14th day of August, 1947, Chidambaram Chettiar the former attorney of M.R.S.L. Letchumanan Chettiar then deceased purported to sell the said shares to Chew Boon Ee. The trial judge should have further held that at the time of the aforesaid purported sale on the 14th day of August, 1947, the attorney had no power or authority to deal with the said shares or any of them in any manner howsoever; and therefore at no time has Chew Boon Ee acquired any
30 legal or beneficial interest in the said shares or any of them.

40 3. In the premises the trial judge was wrong in declaring that the Appellant is and M.R.S.L. Letchumanan Chettiar was a trustee for Chew Boon Ee of the said shares and all dividends received by them since the date of the alleged sale of the said shares in 1942 or 1943 and as a consequence of the aforesaid declaration giving to Chew Boon Ee all such relief as entitled him to become registered as the proprietor of the said shares and to recover all dividends declared on the said shares subsequent to the alleged date of sale in 1942 or 1943 and paid to the Appellant or in his lifetime to M.R.S.L. Letchumanan Chettiar, deceased.

In the
Court of Appeal

No.34.

Memorandum of
Appeal.

24th July 1956
- continued.

4. If, which is not admitted, Chew Boon Ee did buy the said shares in 1942 or 1943 the trial judge should have held that the forms of transfer handed to Chew Boon Ee at the time of the said sale were incapable of passing to Chew Boon Ee any legal or beneficial interest in the said shares or any of them as they had all been executed by M.R.S.L. Letchumanan Chettiar or by a person on behalf of M.R.S.L. Letchumanan Chettiar before the Japanese occupation of Malaya and for a purpose wholly unconnected with a sale of the said shares or any of them to Chew Boon Ee.

10

5. On the evidence before him the trial judge should have dismissed the three suits instituted by Chew Boon Ee which are the subject matter of this appeal and have ordered Chew Boon Ee to pay the costs incurred by the Appellant and all other parties to the said suits.

6. The Trial Judge was wrong in his finding of fact which is against the weight of evidence that in 1942 or 1943 Chew Boon Ee purchased from M.R.S.L. Letchumanan Chettiar now deceased 1500 shares in Takuapa Valley Tin Dredging (the subject matter of a counterclaim by the Appellant against Chew Boon Ee incorporated in Penang High Court Civil Suit No. 140 of 1955).

20

7. The trial judge should have held that prior to the aforesaid 14th day of August, 1947, Chew Boon Ee had no legal or beneficial interest whatsoever in the said 1500 shares in Takuapa Valley Tin Dredging or any of them but that on the aforesaid 14th day of August, 1947, Chidambaram Chettiar the former attorney of M.R.S.L. Letchumanan Chettiar then deceased purported to sell the said 1500 shares in Takuapa Valley Tin Dredging to Chew Boon Ee. The trial judge should have further held that at the time of the aforesaid purported sale of the 1500 shares in Takuapa Valley Tin Dredging on the 14th day of August, 1947, the attorney had no power or authority to deal with the said 1500 shares in Takuapa Valley Tin Dredging or any of them in any manner howsoever; and therefore by causing the said 1500 shares in Takuapa Valley Tin Dredging to be registered in his name Chew Boon Ee wrongfully converted the same to his own use.

30

40

8. If, which is not admitted, Chew Boon Ee did

buy the aforesaid 1500 shares in Takuapa Valley Tin Dredging in 1942 or 1943 the trial judge should have held that the forms of transfer handed to Chew Boon Ee at the time of the said sale were incapable of passing to Chew Boon Ee any legal or beneficial interest in the said 1500 shares in Takuapa Valley Tin Dredging or any of them as they had all been executed by M.R.S.L. Letchumanan Chettiar before the Japanese occupation of Malaya and for a purpose wholly unconnected with a sale of the said 1500 shares in Takuapa Valley Tin Dredging or any of them to Chew Boon Ee.

10

9. On the evidence before him the trial judge should have found for the Appellant on his counterclaim and awarded damages in respect of the same against Chew Boon Ee for the sum of \$9,630/- and have further ordered Chew Boon Ee to pay the costs incurred by the Appellant in prosecuting his counterclaim.

20

10. The Appellant objects to the whole of the decision of the trial judge save that portion of the same which directs Chew Boon Ee to pay the other Respondents to this appeal certain of their costs incurred at the trial and in the preparation of their respective cases for trial.

Dated this 24th day of July, 1956.

Sgd. Maxwell, Kenion, Cowdy & Jones
Solicitors for the Appellant.

To:-

30

1. The Senior Assistant Registrar,
The Supreme Court,
Penang.

and

2. G. H. Goh, Esq.,
4, Church Street,
Penang.

and

3. Messrs. Bannon & Bailey,
Laidlaw Buildings,
Kuala Lumpur.

40

The address for service of the Appellant is:-

c/o Messrs. Maxwell, Kenion, Cowdy & Jones,
Mercantile Bank Building,
Ipoh, Perak.

In the
Court of Appeal

No.34.

Memorandum of
Appeal.

24th July 1956
- continued.

In the
Court of Appeal

No. 35.

JUDGE'S NOTES OF ARGUMENT (RIGBY, J.)

No.35.

Judge's Notes
of Argument
(Rigby, J.)

28th August,
1956.

28th August, 1956, at PENANG.

Coram: Mathew, C.J., F.M.,
Whyatt, C.J., S'pore,
Rigby, J.

Hume and Huntsman for Appellant

Knorpel for first Respondent.

Edgar for second and third Respondents.

(Edgar released)

10

Speech for
Appellant
(First
Respondent).

Speech for Appellant (First Respondent)

Hume: Appellant was sued as Administrator of Deceased.
First Defendants were the three Companies.
Second Defendants were the Registrars.

Counterclaim in Civil Suit No.140 of 1955
(P. 24)

Reply in Civil Suit No.140 of 1955 (P. 27)
Deceased executed blank transfers of all the
shares - except in one case (? the 200 Ra-
wang Tin Concessions).

20

No consideration and no date thereon.
Signature of deceased witnessed by Oh Eng
Leong (shareholder - close friend of first
Respondent and his main witness).

After blank shares were executed they were
deposited with the Bank.

Thereafter, deceased executed a full Power
of Attorney in favour of Sithambaram Chet-
tiar - and left for India. Deceased died
in September, (sic, query "November") 1942.

30

Power of Attorney validated by operation of
Agents and Trustee (Occupation Period) Or-
dinance, 1949.

Duration thereof from ? 1942 to 15th Sep-
tember, 1945.

Shortly after the Deceased left for India - acting on Deceased's instructions - the Attorney purchased a further 200 shares in Rawang Concessions and executed a similar blank transfer in respect of these shares. Then deposited Certificates and shares with the Bank. During that period Attorney paid off overdraft and recovered shares and Certificates - this was on 15th June, 1943 (See Bank letter - Exhibit "C").

10

After re-occupation Bank filed Caveats in respect of these shares (Overdraft had been repaid in Japanese currency and Bank hoped to get a re-valuation).

Attorney purported to sell the shares - the transaction was put through by Oh Eng Leong - as broker.

20

No dispute that transfers were blank transfers signed by deceased and - in one instance - by Deceased's attorney. Later on, signed by first Respondent on 14th August, 1947.

15.8.50 - Letters of Administration granted to Appellant (Exhibit "D.19") - all these shares included in List of Assets.

After having obtained Letters of Administration Appellant appointed an Attorney - and returned to India. Attorney applied for issue of new scrip on ground Certificates missing.

30

New scrip duly issued.

June 1954 - Respondent again applies for registration.

Goh's (Respondent's Solicitor) letter of 17th March 1955 ("AB-A. p.25") - "Shares sold in his lifetime" (August, 1947).

N.B.

40

- (a) Sent for registration - in 1947.
- (b) Endorsement on Writ - (purchased August, 1947).
- (c) Affidavit in support of injunction (purchased 14th August, 1947).

In the
Court of Appeal

No.35.

Judge's Notes
of Argument
(Rigby, J.)

28th August,
1956

- continued.

Speech for
Appellant
(First
Respondent)

- continued.

Exhibit "D.19".

Exhibit
"AB-A. p.11".

In the
Court of Appeal

No.35.

Judge's Notes
of Argument
(Rigby, J.)

28th August,
1956

- continued.

Speech for
Appellant
(First
Respondent)
- continued.

Prior to filing of claim no suggestion of any kind that shares purchased prior to August, 1947.

Sithambaram Chettiar - the Attorney - was in Penang in August, 1947.

It was only after swearing of affidavits that Respondent knew deceased had died in 1942.

Only after that that Respondent alleges - in filing Summons-in-Chambers - for first time that shares were purchased in 1942 or 1943. 10

If sale in 1942 or 1943 - after death of deceased - then concede it would be valid by virtue of Agents and Trustees (Occupation Period) Ordinance, No.38 of 1949.

But if sale in 1947 then Plaintiff would have had no title since Ordinance No.38/49 - which expressly applied only to the Occupation Period - (having ceased on 5th eptember, 1945).

Powers of Attorney Ordinance, 1949, not then in force. In 1947 only enactment in force was Part X of the Law of Property and Conveyancing Ordinance. 9th Edition Brooke's Notary Public - P.161. 20

Blades v. Free (109 E.R., 63).

Halsbury's Laws of England, 3rd Edition, Vol. 1, P.244. Powers of Attorney Ordinance, 1949, Section 8.

Trial Judge found as a fact that transaction took place in 1942 or 1943.

Appeal is against a finding of fact. 30

Yuill v. Yuill ((1945) 1, All E.R. 183).

(Comments on finding of fact as to demeanour and credibility of a witness).

Here there was credible extrinsic documentary evidence to contradict oral evidence of Plaintiff or his witness.

Submit appellate Court will interfere if Trial Judge has overlooked or ignored that evidence.

Abraham Ho Ah Loke v. William Manson-Heng ((1949), 15 M.L.J., 37). 40

Submit documentary evidence present here to show date given by Plaintiff and his witness was in fact untrue and incredible.

Transfer of shares all dated 14th August 1947.
 Until 16th August, 1955 no suggestion whatsoever that shares were purchased prior to that date.

- | | | |
|----------------------------------------|---|---------------------------------------------------|
| 1. Goh's letter | } | All allege shares purchased on 14th August, 1947. |
| 2. Writs | | |
| 3. Affidavits in support of injunction | | |

In the
 Court of Appeal

No.35.

Judge's Notes
 of Argument
 (Rigby, J.)

28th August,
 1956

- continued.

10 Plaintiff a well educated man - a merchant - Member of the Legislative Council - must have read Affidavits before he signed them.

Submit explanation is that at that time he did not know that transferor was dead.

Judge found as a fact that alteration of date were mistakes.

See Judgment "At the conclusion of the evidence of the Plaintiff I believed him and his witness".

20 (A somewhat premature finding of fact and credibility).

Plaintiff's witness Oh Eng Leong a personal friend of his.

30 Witness produces no books or documents - simply bare statement that sale took place in 1942 or 1943. Trial Judge attributes mistake in dates to a genuine mistake - but capable of a much more sinister explanation - that Plaintiff and witness did not know that deceased had died in 1942 until shortly before trial (P. and Oh Eng Leong (P.

"Cat was let out of bag" by Appellant's Solicitors by their letter dated 5th July, 1955 (Exhibit "D.2") notifying Oh Eng Leong that deceased had died in 1942.

That letter was sent to "honest brokers". No reply to it - But it was handed over to Respondent's Solicitors (P. Respondent alleges paid in Japanese currency ten times the value of the shares. Why ???

40 Japanese currency - in 1942 - at par with Malayan currency - Devaluation started - slowly - in 1943.

Speech for
 Appellant
 (First
 Respondent)

- continued.

In the
Court of Appeal

No.35.

Judge's Notes
of Argument
(Rigby, J.)

28th August 1956
- continued.

Speech for
Appellant (First
Respondent)
- continued.

Plaintiff produced no documentary evidence of any kind to confirm this transaction.

Blank transfers given - onus of proof on Plaintiff to prove date of transfer.

Ask for judgment to be over-ruled and ask for judgment on the Counterclaim.

Speech for First Respondent (Appellant)

Speech for First
Respondent
(Appellant)

Knorpel:

Concede difficulty in establishing equitable ownership if transaction took place in 1947. 10

If transfer in 1947 - then only ground on which could claim was that blank transfers were handed over for valuable consideration.

But Respondent's case was - and is - that transaction took place in 1942 or 1943.

We stated that shares were bought in 1947 - a mistaken view - based on fact that Respondent confused date of execution of transfer (signing by him) with date of purchase. 20

Oh Eng Leong said all his records destroyed by bombing.

Plaintiff bought these shares with Japanese currency - if British victory (1943) then that currency would be valueless.

No questions were put to Respondent or Oh Eng Leong about their Bank accounts in 1947.

At its highest submit letters, Affidavits and endorsement of writ constitute, at best, an equivocal admission that could have been caused by misunderstanding or wrong instruction. 30

Letter of 17th March, 1955 ("AB-A.p.25") compatible with insufficient instructions.

Time factor - when action instituted.

Application for Injunction - an urgent matter

- made in consequence of Harrisons & Crossfield's letter ("AB-A. p.31").

Writ issued on 20th June.

Injunction a matter of great urgency.

Only one person who can confirm - or otherwise - the story of Respondent and his witness - namely the Attorney Sithambaram Chettiar.

10

Submit that shares were purchased for full consideration - and now an impudent attempt being made to go back on that transfer.

Submit that if Appellant thought evidence of the Attorney would have been favourable to him he would have made some effort to find him.

Thomas v. Thomas ((1947) 1, All F.R., 582). Should not disturb judgment of fact unless satisfied it was unsound.

Trial Judge took those admissions into consideration.

20

Ng See Hem v. Lim Ah Hooi ((1950), 16 M.L.J. 280).

Respondent or his Solicitor knew at a comparatively early date that deceased had in fact died - certainly knew that in July, 1954 ("AB-A.p.15").

In November, 1954 knew he had been dead since at least 1950 (Letter of Bannon & Bailey to Mr. Goh dated 12.11.54 - "AB-A.p.22")

Caveat by Bank lodged in May, 1950.

Reply for Appellant (First Respondent)

30

Hume: in reply:

It is said that Judge did consider the discrepancies. But he did not consider letter Exhibit "D.2".

Securities were with the Bank till June, 1943.

Oh Eng Leong's evidence - after that letter produced.

40

Why was not letter of 5th July ("D.2") to United Traders answered by them? They simply handed it over to Plaintiff's Solicitor.

Sithambaram Chettiar not called. If called, all he could have said - if our story true - was that he had sold the stock in 1947 and misappropriated the money.

That is our case.

In the Court of Appeal

No.35.

Judge's Notes of Argument (Rigby, J.)

28th August 1956 - continued.

Speech for First Respondent (Appellant) - continued.

Reply for Appellant (First Respondent).

In the
Court of Appeal

No.35.

Judge's Notes
of Argument
(Rigby, J.)

28th August 1956
- continued.

Speech for 2nd
and 3rd
Respondents
(2nd, 3rd, 4th
and 5th
Respondents).

Order.

Speech for 2nd and 3rd Respondents
(2nd, 3rd, 4th and 5th Respondents).

Edgar:

In event of appeal being allowed, would ask for our total costs to be paid by the Respondent.

We wrote to Goh - "AB-A. p.22".

His reply "AB-A. p.23".

See record Pages and - "Knorpel - 'Don't press this matter as against first and second Defendants'". 10

Ask for return of Registers of the three Companies - against undertaking to produce if and when required.

Order: Registers to be returned.

C.A.V.

(Signed) I.C.C. RIGBY,
JUDGE.

28th August, 1956.

No.36.

Judge's Notes
of Argument
(Whyatt, C.J.)

28th August 1956.

Speech for
Appellant (First
Respondent)

No. 36.

JUDGE'S NOTES OF ARGUMENT (WHYATT, C.J.)

28th August, 1956

Hume (with Huntsman) for Appellant.

Edgar - Respondent Companies.

Knorpel - Chew Boon Ee.

Edgar not interested in appeal - further attendance not required.

Speech for Appellant (First Respondent)

Hume: opens facts.

In suit 140 - there is a counter-claim. 30

Letchumanan Chettiar before war registered owner of all shares (except Rawang) and blank transfers executed.

Photostatic copies.

Deceased executed Power of Attorney in favour of Sithambaram Chettiar. Then deceased left for India before war; died in November '42.

Power of Attorney was validated by Trustee etc. Ordinance 1949 during occupation (15th February '42 - 5th September '45).

Attorney purchased additional 200 shares in Rawang shortly after deceased left for India.

10 Attorney executed blank transfers and deposited with Indian Overseas Bank Ltd.

During occupation Attorney paid off overdraft and received back the blank transfers and scrip on 15th June '43 (Exhibit "C").

That is date after date on which it is alleged shares were sold to Plaintiff.

Bank lodged caveat - because they had been paid off in Japanese currency.

At some date in dispute, shares sold by Oh Eng Leong to Respondent.

20 Takuapa Valley - no caveat - Australian Company.

15th September 1950 L/A granted to Appellant (Exhibit "D.19").

June '54 Respondent presented scrip.

"AB-A.p.25" 17th March '55 - Letchumanan sold in lifetime on or about 14th August '47.

Affidavit 22nd June '55 (page 6.)

Prior to Statement of Claim being filed, no suggestion of purchase prior to August '47.

30 July 5th '55 Plaintiff came to know Letchumanan died in 1942.

10th August '55 Statement of Claim delivered.

Statement of Claim (page 13) paragraph 5, "Date altered for first time".

Date of very great importance.

If sold in '42 or '43, then Appellant concedes Respondent got good title by virtue of Agents & Trustees Ordinance.

40 But if sale in '47, then no validation of Power of Attorney.

Brooks Notary Public page 161.

In the
Court of Appeal

No.36.

Judge's Notes
of Argument
(Whyatt, C.J.)

28th August 1956
- continued.

Speech for
Appellant (First
Respondent)
- continued.

Exhibit "D.2".

In the
Court of Appeal

No.36.

Judge's Notes
of Argument
(Whyatt, C.J.)
28th August 1956
- continued.

Speech for
Appellant (First
Respondent)
- continued.

Blades v. Free 109 E.R. 63.
Vol. 1. Halsbury 3rd Edition page 244.
No. 64 of 1949 (Section 8).
Judge found as a fact that transaction took
place in 1942 or 1943.
Therefore asking this Court to reverse a find-
ing of fact.

Yuill v. Yuill 1945 1 A.E.R. 183.
Here there is credible extrinsic documentary
evidence. 10
If trial judge has overlooked or ignored docu-
mentary evidence the Court of Appeal is in as
good a position as trial judge to arrive at
correct conclusion.

1949 15 M.L.J. 37.
Submit Plaintiff's evidence was untrue and
incredible.

Extrinsic documentary evidence -

(a) Transfers 14th August 1947.

No suggestion until 16th August '55 20
that shares purchased earlier.

(b) 22nd June '55.

Affidavit says purchased from Letchu-
manan Chettiar.

Even if sworn in a hurry for an in-
junction, still Plaintiff educated man.

Judge's findings of fact - all traceable to
one letter.

"At the conclusion of the evidence for Plain-
tiff I believed his evidence " 30

Oh Eng Leong was a very great friend of Plain-
tiff.

XX. Oh - page - a friend of Plaintiff.
Page Judgment.

Judge overlooked more sinister explanation of
change of date.

Neither Plaintiff, nor Solicitor, nor Oh Eng
Leong were aware that Letchumanan Chettiar had
died in 1942. 40

5th July '55 - they first got to know.

Plaintiff did not know XX.(page 33)
 Oh Eng Leong did not know XX.(page 42)
 When did they get to know?
 Appellant let cat out of bag - (Exhibit "D.2")
 This letter was handed over by Oh Eng Leong
 to Plaintiff's Solicitor (page 44)
 Statement of Claim - vague date - 1942 or 1943.
 \$172,000 Japanese currency - then at par -
 1942 - very large sum - but cannot produce
 any documents at all.
 Plaintiff's evidence.
 Oh's evidence (page 40) (Date 1942 - opening of
 Indian Overseas Bank in June '42).
 Onus of proving date is on Plaintiff.
 Judge did not consider letter of 5th July '55
 (Exhibit "D.2").
 Counter-claim - \$9,300 - damage.

In the
 Court of Appeal

 No.36.

Judge's Notes
 of Argument
 (Whyatt, C.J.)
 28th August 1956
 - continued.

Speech for
 Appellant (First
 Respondent)
 - continued.

10

Speech for First Respondent (Appellant)

Knorpel:

20 Concede would be in difficulty in showing
 Plaintiff equitable owner of shares if trans-
 action took place in 1947.
 If it took place in '47 then I rely upon es-
 toppel (page and paragraph 32 of Statement
 of Claim).
 Plaintiff's view was perhaps mistaken in law
 in thinking sale took place in August '47
 because transfer dated on that date. If in
 '47 why were not United Traders asked to make
 30 their records available for that period.
 17th March '55 is a mistake - compatible with
 inadequate instructions.
 Chidambaram Chettiar could have confirmed
 Plaintiff's story or otherwise -but not called.
 Defendant did not ask for Takuapa shares back
 until after institution of these proceedings
 (Exhibit "P.18").

Speech for
 First Respondent
 (Appellant)

In the
Court of Appeal

No.36.

Judge's Notes
of Argument
(Whyatt, C.J.)

28th August 1956
- continued.

Speech for
First Respondent
(Appellant)
- continued.

Reply for
Appellant (First
Respondent)

This is an impudent claim - Defendants have received consideration - now years later seek to re-open transaction.

Thomas v. Thomas 1947 1 A.E.R. 582.
16 M.L.J. 1950 page 208.

Judge did consider discrepancies but nevertheless found for Plaintiff.

Reply for Appellant (First Respondent)

Reply: Judge did not consider letter of 5th July '55 (Exhibit "D.2") nor Exhibit "C" "Letter from Bank - "June '43"". 10

Bombing of offices took place before this transaction took place.

Why did not United Traders reply to letter from Respondent.

Estoppel: Cannot rely on this because he is saying that it arose in 1942 contrary to his Affidavit - therefore only arises on assumption he committed perjury.

Edgar: All costs should be borne by Respondents if appeal allowed. 20

C.A.V.

No.37.

Judge's Notes
of Argument
(Mathew, C.J.)

28th August 1956.

No. 37.

JUDGE'S NOTES OF ARGUMENT (MATHEW, C.J.)

28th August, 1956.

Hume for Appellant with Huntsman.

Edgar for Respondent Companies.

Knorpel for Chew Boon Ee.

Edgar allowed to withdraw.

30

Speech for Appellant (First Respondent)In the
Court of Appeal

No.37.

Judge's Notes
of Argument
(Mathew, C.J.)28th August,
1956
- continued.Speech for
Appellant (First
Respondent).

Hume: three separate suits tried together. One counterclaim.

Appellant sued as administrator.
First Defendants three Companies.
Second Defendants H. & C. Registrars of all 3 Companies.
3 Writs.

10 Suit 140 counterclaim - damages for concession of 1500 shares.
(P. 27) Reply

Facts. Appellant - administrator - Deceased lived in Penang and was registered proprietor of all shares except 200 Rawang Concessions. Executed blank transfers of all the shares PLA, PLB, PLC, PLD, D.5, D.6, D.7.

PLB signature witnessed by Oh Eng Leong.
Managing Director United Traders Ltd.

124 blank transfer.

20 126 Oh Eng Leong.

Shares deposited with Indian Overseas Bank.
Deceased executed full power of attorney in favour of Chidambaram Chettiar.

Deceased left for India and died in November 1942.

Power of Attorney validated by Agents & Trustees (Occupation Period) Ordinance 1949.

i.e. 15/2/42 - 5/9/45 (inclusive).

30 After deceased left acting on deceased's former instruction Chidambaram Chettiar purchased 200 shares in Rawang Concessions.

Attorney executed blank transfer and shares deposited with Indian Overseas Bank Ltd.

During occupation period Attorney paid off overdrafts and received back certificates and blank transfers.

It appeared that date handed back was 15/6/43.

Bank Certificate (Exhibit "C").

Date after alleged sale.

40 After re-occupation caveats filed by Bank.

Date in dispute Attorney sold shares to first Respondent put through by broker Oh Eng Leong.

In the
Court of Appeal

No.37.

Judge's Notes
of Argument
(Mathew, C.J.)

28th August,
1956

- continued.

Speech for
Appellant (First
Respondent)
- continued.

No dispute that blank transfers were thus deposited with Bank except Takuapa shares.

All dates of transfers 14/8/47.

Sent to various companies for Registration.

Australian shares registered and he has sold some.

Registration in other companies refused of Bank's caveats.

15/8/50 L/A granted to Appellant.

Grant ("D.19") - shares included.

10

Appellant appointed Attorney and returned to India.

Attorney applied for new certificates as scrip lost.

3 Companies issued fresh certificates in name of administrator.

Pl/Respondent waited until June 1954 when he tried to register transfer. Registrar refused this as he had issued new scrip and demanded this from Solicitor.

20

On 17/3/55 Goh on behalf of Plaintiff wrote "AB-A. p.25".

After issue of writs Plaintiff applied for inspection.

Filed Affidavit in each suit.

Never any suggestion up to this that shares had been bought prior to 8/'47. Up to July 1955 nobody knew L. Chettiar dead 13 years. Affidavits sworn in June 1955. On 16/8/55 Statement of Claim delivered. Then alleged for first time that date of sale changed.

30

S. of C. 23.

Date of great importance. If sale in 1947 no title.

9th Edition Brooke's Notary Public 161.

Any act after 1945 invalid.

Blades v. Free, 109 E.R. 63.

Halsbury Vol. I 3rd Edition 244 § 545.

Law of Property Act section 134.

Repeated Power of Attorney Ord. 1949 Ord. 64.
Section 8.

Date of transaction great importance.

Trial Judge found date 42/43.

Appealing on finding of fact.

Yuill v. Yuill, 1945 1 A.E.R. 183-188.

Documentary evidence makes it even more im-
portant.

10 Abraham Ho Ah Loke v. William Manson-Hing,
(1949) 15 M.L.J. 37.

Extrinsic ev. on which Court should find Judge's
findings incorrect.

Date given by Plaintiff and witnesses untrue
and incredible.

Transfers all dated 14/8/47. Until Statements
of Claim delivered no suggestion of another
date.

Letter on 5/3/55 "in his life-time".

20 Writs also 14/8/47. 3 Affidavits on 22/6/55
all 14/8/47.

Pl. Merchant. Member of Leg. Co. Made when
Plaintiff did not know L. Chettiar dead.

Judge found alterations of date were mere
mistake arising out of one letter.

Findings:

Oh Eng Leong life-long friend of Plaintiff.

P. - close friendship.

Change of date similar.

30 Overlooked but neither Plaintiff nor Solici-
tor nor witness were aware of death of de-
ceased in 1942.

P. - death.

Leong - p. - death not known.

Appellant's Solicitors let cat out of bag.

5/7/55 - "D.2" - No reply.

Handed letter to Plaintiff's Solicitor p.

Vague date thus appears in Statement of Claim.

In the
Court of Appeal

No.37.

Judge's Notes
of Argument
(Mathew, C.J.)

28th August,
1956

- continued.

Speech for
Appellant (First
Respondent)

- continued.

In the
Court of Appeal

No.37.

Judge's Notes
of Argument
(Mathew, C.J.)

28th August 1956
- continued.

Speech for
Appellant (First
Respondent)
- continued.

Money \$170,000.

1942 - par with Malayan currency.

1943 - 105-100 only 224.

No records or books.

Why could the Judge consider it honest mis-
take.

Ask for judgment on counterclaim.

Speech for First Respondent (Appellant)

Knorpel:

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Speech for
First Respondent
(Appellant).

If transaction in 1947 then I am in great
difficulty.

Blank transfers ? (illegible).

Estoppel. Cheque signed in blank and handed
over.

Genuine transaction in 1942/43.

Admission more apparent than real.

Trial Judge took a not unreasonable view.

Presumably conditions in 1942/43 - uncertainty.

Reasonable account of transaction.

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Plaintiff's ev. 13 or 14 years after trans-
action.

Evidence of Oh Eng Leong.

Why were United Traders not asked to produce
records?

At highest letters, Affidavits and writ at
most equanimous (?) admission. Misunderstand-
ing or improper instructions.

Insufficient information.

Time factor.

30

On 16/6/55 "AB-A. p.31".

Writ 20/6/55.

Atmosphere of hurry.

One person who can confirm Plaintiff's story
and Oh Eng Leong - Chidambaram Chettiar.

Attempt to go back on transaction. Defendant did not ask for shares back until after proceedings instituted.

"P.18" asking for shares back.

Why Attorney not looked for?

Function of Appellate Court.

1947 1 A.E.R. 582 Watt v. Thomas

"satisfied it was unsound".

No listening to contrary.

10 Ng See Hem v. Lim Ah Hooi, 1950 16 M.L.J.280, 281.

Plaintiff's Solicitor knew at an early date deceased had died.

"AB-A. p.15" records. "AB-A. p.22" knew death.

Caveat lodged by Bank in May 1947.

In 1947 caveats would have been looked for.

Oh Eng Leong knew something. No need to feel suspicious about veracity of his witnesses.

20 Discrepancies only suspicion. Not sufficient to disregard as all pointed out by my learned friend.

"At conclusion of Plaintiff's case."

Endorsement of writ only thing Judge ignorant of.

Explanation given and accepted by Judge.

Appeal should be dismissed.

Reply for Appellant (First Respondent)

Hume: Judge considered discrepancies but did not 189.

30 Letter from Bank Exhibit "C"
Letter (?) Exhibit "C".

Office bombed.

Why did not United Traders reply?

Why hand over to Plaintiff's Solicitor?

In the
Court of Appeal

No.37.

Judge's Notes
of Argument
(Mathew, C.J.)

28th August 1956
- continued.

Speech for
First Respondent
(Appellant)
- continued.

Reply for
Appellant (First
Respondent)

In the
Court of Appeal

No.37.

Judge's Notes
of Argument
(Mathew, C.J.)

28th August 1956
- continued.

Reply for
Appellant (First
Respondent)

Why did they not call Ch. Chettiar?

P. Never gave accounts.

Estoppel must be strictly pleaded.

1942 or 1943. No estoppel.

C.A.V.

Edgar: In event of success I want all my costs
p.

Sgd. CHARLES MATHEW.

No.38.

Judgment of
Rigby, J.

2nd October,
1956.

No. 38.

JUDGMENT OF RIGBY, J.

10

IN THE SUPREME COURT OF THE FEDERATION OF MALAYA

IN THE COURT OF APPEAL AT PENANG

F.M. CIVIL APPEAL NO. 19 of 1956

(Penang Civil Suits Nos. 140, 141 & 142 of 1955)

L. Ramanathan Chettiar in his
Capacity as Administrator of
the Estate of M.R.S.L.
Letchumanan Chettiar, deceased

Appellant

v.

Chew Boon Ee
Rawang Tin Fields Limited
Kundang Tin Dredging Limited
Rawang Concessions Limited
Harrisons & Crosfield (Malaya) Limited Respondents

20

Coram: Mathew, C.J., F.M.
Whyatt, C.J., S.
Rigby, J.

This is an appeal from the judgment of Mr. Justice Spenser Wilkinson declaring that the first Respondent, Chew Boon Ee is the lawful owner of certain specified shares now registered in the name of the Appellant, as administrator of the estate of M.R.S.L. Letchumanan Chettiar, deceased, and from various orders made in the judgment as a necessary

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consequence of that declaration, and dismissing the Appellant's Counter-claim for damages for the alleged wrongful conversion by the first Respondent of 1,500 shares, the property of the Appellant.

2. At a date before the outbreak of the War the deceased was the owner of :-

- (i) 200 shares in Rawang Tin Fields Ltd.
- (ii) 500 shares in Kundang Tin Dredging Ltd.
- (iii) 300 shares in Rawang Concessions Ltd.
- 10 (iv) 1,500 shares in Takuapa Valley Tin Dredging.

The deceased executed blank transfers in respect of these shares. The signature of the deceased on those blank transfers was attested by one Oh Eng Leong, a Director of United Traders Ltd., a firm of share brokers. No consideration and no date were stated on the face of those transfers. After they had been executed the blank transfers, together with the shares, were deposited by the deceased with the Penang Branch of the Indian Overseas Bank to cover his overdraft with that Bank. Thereafter the deceased executed a full Power of Attorney in favour of one Chidambaram Chettiar and left for India some time in 1941. The deceased, died intestate, in India on the 16th November, 1942. Shortly after the deceased had returned to India his Attorney, acting on his instructions, purchased a further 200 shares in Rawang Concessions Ltd., and executed a similar blank transfer in respect of those shares. That transfer, together with the shares, was also deposited with the same Bank. Later, the Attorney paid off the overdraft to the Bank and on the 15th June, 1943 withdrew all the shares from the Bank. At some date subsequent to the 15th June, 1943, the Attorney sold, or purported to sell, those shares. The transaction was put through by the same broker, Oh Eng Leong. There is no dispute that the transfers were blank transfers which had been signed by the deceased or, in one instance, by his attorney. It is also undisputed that on the 14th August, 1947 they were signed by the first Respondent as transferee and purchaser.

3. The sole and crucial question in dispute at

In the
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No.38.

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- continued.

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2nd October,
1956

- continued.

the trial was whether the shares were purchased in 1943 or in 1947. If they were purchased in 1943 then despite the fact that the principal was then dead, it is conceded by Mr. Hume, on behalf of the Appellant, that the Power of Attorney was still valid and subsisting by virtue of the provisions of Section 3 of the Agents and Trustees (Occupation Period) Ordinance (No. 38 of 1949). If, on the other hand, the sale took place in 1947, the only relevant Enactment then in force was the Conveyancing and Law of Property Ordinance. The Power of Attorney given by the deceased to Chidambaram Chettiar had been terminated by the death of the deceased. It followed, therefore, that if the sale took place in 1947 Chidambaram Chettiar would have had no authority to pass, or the first Respondent to acquire, a good title to all those shares.

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4. It is, I think, necessary to refer briefly to the sequence of events in so far as both parties are concerned leading up to the institution of these proceedings by the first Respondent in the three separate actions filed on the 20th June, 1955.

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Exhibit "D.19".

Exhibits "AB-A.
pp. 7, 8 & 9".

The Appellant came from India to Malaya in May, 1949. On the 7th March, 1950, Letters of Administration in respect of his deceased father's estate were granted to the Appellant and on the 15th September, 1950, the Grant was formally extracted by him. All the shares which formed the subject matter of this appeal were included in the list of assets annexed to the Grant. After the reoccupation caveats had been lodged under the Moratorium Proclamation by the Indian Overseas Bank, in May, 1947, with the Registrars in respect of the shares - the subject matter of the first Respondent's claim. The simple reason for such caveats was that the overdraft, as a security for which the shares had been deposited, had been repaid in Japanese currency and the Bank hoped to get a revaluation on such payment. The Appellant took steps to get the caveats removed. In March 1952, the Appellant executed a Power of Attorney authorising one Vinaitheethan Chettiar to administer and wind up the estate of his deceased father, and returned to India. The Power of Attorney was registered with the three Companies in May and June, 1952. In March, 1953, the Attorney, in his representative capacity, applied to the Registrars of the three Companies for the issue of new scrip on

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the ground that the original certificates granted to the registered proprietor, the deceased, were either lost or destroyed. The Registrars, on the strength of those applications, supported as they were by statutory declarations, duly issued replacement scrip in the name of the original holder, the deceased on the 22nd May, 1953.

10 5. The salient facts in so far as the first Respondent is concerned were briefly as follows. On the 14th August, 1947, the first Respondent, through his share brokers, the United Traders Ltd., posted to the third Respondents, Messrs. Harrisons & Crosfield (Malaya) Ltd., the Registrars of the three Companies concerned, the transfers and share certificates for registration.

20 On the 20th August, 1947, Messrs. Harrisons & Crosfield returned the transfers and share certificates to the first Respondent, together with a covering letter, to the effect that they were unable to register the transfers because of the existence of caveats. These caveats were, of course, the caveats which had been lodged by the Indian Overseas Bank and to which I have already referred. It would appear that no action was then taken by the first Respondent in regard to these shares until 1951, when there was further correspondence between one Khoo Soon Chee, acting on behalf of the first Respondent, and Messrs. Harrisons & Crosfield as to whether the caveats had yet been withdrawn and whether the shares could yet be registered.

30 Messrs. Harrisons & Crosfield replied that the caveats had not yet been withdrawn. Thereupon, again, it would appear that no further action was taken by the first Respondent until the 24th June, 1954, when Mr. Goh, the first Respondent's Solicitor, wrote to Messrs. Harrisons & Crosfield enquiring whether the caveats had yet been lifted and whether the shares could now be registered in the first Respondent's name. On the 29th June, 1954, Messrs.

40 Harrisons & Crosfield replied by letter stating that the caveats had been lifted and the shares could now be registered in the first Respondent's name. Whilst it was true, of course, that the caveats had been lifted, by an unfortunate inadvertence, Messrs. Harrisons & Crosfield had overlooked the fact that in May, 1953, replacement scrip for all these shares had been issued to the Appellant's Attorney, in the name of the deceased as registered

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Court of Appeal

No.38.

Judgment of
Rigby, J.

2nd October,
1956

- continued.

Exhibits
"AB-A. pp. 1A,
1B and 1C".

Exhibits
"AB-A.
pp. 7, 8 & 9".

Exhibit
"AB-A. p.2".

Exhibit
"AB-A. p.3".

Exhibit
"AB-A. p.11".

Exhibit
"AB-A. p.12".

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Court of Appeal

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- continued.

⌘ Exhibit
"AB-A. p.13".

⌘ Exhibit
"AB-A. p.14".

⊕ Exhibit
"AB-A. p.25".

proprietor, on the strength of the statutory declarations that the original scrip had been lost or destroyed. On the 30th June, 1954,[⌘] the first Respondent, through his Solicitor, sent the transfers and share certificates for registration and on the 2nd July, 1954[⌘] Messrs. Harrisons & Crosfield had no other course open to them but to reply stating the facts, declining in the circumstances to register the transfers and retaining the certificates and cancelling them. Thereafter there was lengthy correspondence between all the parties. On the 17th March, 1955,[⌘] Mr. Goh, on behalf of the first Respondent, wrote to the Appellant demanding, inter alia, the transfer of the shares into the name of the first Respondent. The first paragraph of that letter reads:-

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"I am instructed by Mr. Chew Boon Ee to inform you that the above shares were sold to my client by M.R.S.L. Letchumanan Chettiar in his lifetime on or about the 14th August, 1947."

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Exhibit
"AB-A. p.26".

Exhibit
"AB-A. p.27".

The Appellant, through his Solicitors, replied to that letter asking for certain information. On the 2nd May, 1955, Mr. Goh replied thereto. In the course of his letter he stated:-

"My client did not buy these shares direct from the Chettiar. He placed his orders through Messrs. United Traders Ltd., Penang, share brokers."

Exhibit
"AB-A. p.28".

Exhibit
"AB-A. p.29".

On the 31st May, 1955, the Appellant's Solicitors replied stating that, on their advice, the Appellant was under no liability whatsoever to transfer the shares to the first Respondent. The matter was then brought to a climax in June, 1955, when Messrs. Harrisons & Crosfield - very properly in the circumstances - informed the first Respondent that the Appellant sought to transfer some of the shares in Rawang Tin Fields Ltd. The first Respondent thereupon instituted proceedings on the 20th June, 1955, against the present Appellant, against the three Companies concerned, and against Messrs. Harrisons & Crosfield, as the Registrars of those Companies. In those proceedings he claimed, inter alia, a declaration that he was the sole beneficial owner of the shares and an injunction to restrain any transfer of the shares to any person other than himself. In the endorsements on each of the three

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10 Writs the Plaintiff claimed that the shares were "duly transferred to the Plaintiff by M.R.S.L. Letchumanan Chettiar, deceased on the 14th August, 1947". In his three Affidavits in support of an application for an interim injunction to restrain any transfer of the shares the first Respondent stated: "On the 14th day of August, 1947, I bought through Messrs. United Traders Ltd., Penang, share brokers from one M.R.S.L. Letchumanan Chettiar, deceased" the specified number of shares in relation to each claim. Those Affidavits were dated the 22nd June, 1955. On the 16th August, 1955, the first Respondent delivered his Statement of Claim in respect of each of the three actions. In those Statements of Claim it is stated for the first time that the first Respondent had purchased these shares "at some time during the year 1942 or the year 1943, during the Japanese occupation of Malaya, which the Plaintiff is unable more precisely to specify".

20 6. At the trial it was undisputed that all the transfers had been signed in blank by the deceased or, in one instance, by his Attorney, at the time the first Respondent acquired them. As I have already said, the sole issue for determination was whether the first Respondent had acquired the shares in early 1943 or in 1947. The first Respondent's evidence was that Oh Eng Leong had asked him if he was interested in buying tin shares because a certain Chettiar was trying to sell these shares. Later, he saw Oh Eng Leong at his, the first Respondent's house, and purchased the shares "at ten times their pre-war values" in Japanese currency. As to the date of purchase the first Respondent in evidence said :-

"This might have been in early 1943 - it was some time in 1943".

40 Evidence was adduced by the first Respondent at the trial in the form of a letter from the Bank stating that all the securities, the subject matter of the first Respondent's claim, had been withdrawn from the Bank on the 16th June, 1943, by Chidambaram Chettiar. On the 14th August, 1947, the first Respondent according to his testimony, instructed Oh Eng Leong to send the shares for registration, and, at the same time, he inserted in the blank transfers the amount of the consideration

In the
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2nd October 1956
- continued.

Exhibit "C"

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- continued.

and duly attested them. His explanation for the fact that it was stated in the Affidavits sworn by him in support of his applications for interim injunctions that he had bought the shares on the 14th August, 1947, was that this was a mistake. His testimony was substantially corroborated by Oh Eng Leong, who stated that he negotiated the sale of the shares to the first Respondent in 1943. In the course of his testimony Oh Eng Leong admitted that Chidambaram Chettiar was, in fact, in Penang in 1947.

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7. In his brief judgment the learned trial Judge accepted and believed the testimony of the first Respondent and Oh Eng Leong as honest witnesses and found as a fact that the shares were sold to the first Respondent by Chidambaram Chettiar, the then agent of the deceased, through Oh Eng Leong in 1943.

It is against that finding of fact that the Appellant now appeals on the substantial ground that the cumulative effect of the extrinsic documentary evidence, together with the admissions made by the first Respondent and Oh Eng Leong, were such as to show that the testimony given that the shares were bought in 1943 was inherently incredible and untrue and that the evidence of the first Respondent and his witness ought not to have been believed. Mr. Hume, on behalf of the Appellant, contended - and I think rightly - that although the first Respondent was the admitted holder of the blank transfers, the onus of proving the date of transfer was still upon the first Respondent as Plaintiff in the action. In support of the argument reliance is placed on the following facts :-

20

(1) That the transfers of shares are all dated the 14th August, 1947;

(2) That on the 17th March, 1955, Mr. Goh wrote to the Appellant's Solicitors informing them that the shares "were sold to my client by M.R.S.L. Letchumanan Chettiar in his lifetime on or about the 14th August, 1947";

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(3) That the Writs issued on the 20th June, 1955, all claimed that the shares had been "duly transferred to the Plaintiff by M.R.S.L.

Letchumanan Chettiar, deceased on the 14th August, 1947";

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Court of Appeal

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Judgment of
Rigby, J.

2nd October 1956
- continued.

- (4) That the first Respondent in his Affidavits in support of the interim injunctions alleged "on the 14th August, 1947, I bought through Messrs. United Traders Ltd., Penang, share brokers from one M.R.S.L. Letchumanan Chettiar, deceased" the specified number of shares;
- 10 (5) That there was no suggestion whatsoever that the shares were purchased prior to the 14th August, 1947, when the Statement of Claim was filed.

In dealing with these matters the learned trial Judge stated in his judgment :-

20 "The other matter which conflicts with the Plaintiff's evidence consists of the letters, affidavits and Writs of Summons in which it is stated that the sale took place in 1947. I accepted the Plaintiff's evidence that this was a mistake - and I think all these admissions are really the same mistake which, once having crept into the correspondence, became perpetuated in all the subsequent documents right up to the Writs themselves. I think the Plaintiff's Solicitors must have taken the date of sale from the actual transfers and that the Plaintiff did not notice the mistake until the time came to draw up the Statement of Claim. In the result the statements in these documents did not cause me to disbelieve the Plaintiff."

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Mr. Hume, however, submitted that the learned trial Judge was wrong in attributing the "volte-face" in the date of purchase to a genuine mistake and contended that the explanation was directly attributable to a much more sinister reason. It is apparent from the record that the first Respondent was asked in cross-examination :-

40 "Q: Were you aware at any time when you sent the documents to be registered that the Chettiar was dead?

A: I was not aware of that.

I have subsequently - only latterly - heard that the Chettiar died in India in 1942."

In the
Court of Appeal

No.38.

Judgment of
Rigby, J.

2nd October 1956
- continued.

Exhibit "D.2".

In answer to questions in cross-examination Oh Eng Leong said:

"I had no idea then that the Chettiar had died in India in 1942. I did not know when I sent the transfers to the Registrars that the Chettiar was dead."

On the 5th July, 1955, the Appellant's Solicitors wrote to the United Traders Ltd. That letter is of such significance that I quote it in full :-

"A.R.Registered.

Mercantile Bank Building,
Ipoh.
5th July, 1955.

10

United Traders Ltd.,
4D, Beach Street,
PENANG

For the attention of Mr. Oh Eng Leong

Dear Sirs,

Re:- The Estate of M.R.S.L.Letchumanan
Chettiar, deceased

We have been instructed by Ramanathan Chettiar, the Administrator of the above estate to write you concerning the sale and disposal of certain shares in the undertakings known as Rawang Tin Fields Ltd., Rawang Concessions Ltd., Kundang Tin Dredging Ltd., and Takuapa Valley Tin Dredging (No Liability).

20

Prior to his death in India intestate in 1942, our client was the registered proprietor and beneficial owner of 200 shares in Rawang Tin Fields Ltd., 500 shares in Rawang Concessions Ltd., 500 shares in Kundang Tin Dredging Ltd., and 1,500 shares in Takuapa Valley Tin Dredging (No liability).

30

It appears that on or about the 14th August, 1947, after the death of the deceased but before the Grant of Letters of Administration in respect of his estate had been extracted, there was a purported sale of all these shares to a Mr. Chew Boon Ee of No.37, Aboo Sittee Lane, Penang. It appears from our records that your office acted as brokers when these sales were effected, and there is no doubt whatsoever that your Mr. Oh Eng Leong witnessed, in each case, the signature of Mr. Chew Boon Ee on the respective forms of transfer.

40

A dispute has now arisen between Mr. Chew Boon Ee and our client as the Administrator of the estate over the ownership of the shares, and proceedings to determine the ownership of the shares have been instituted in the High Court at Penang. We think that it is inevitable that Mr. Oh Eng Leong will be called as a witness in the proceedings to explain exactly how the shares came into his possession and how the purported sale to Mr. Chew Boon Ee was effected.

In the
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No.38.

Judgment of
Rigby, J.

2nd October 1956
- continued.

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In order that the position may be clarified, we shall be most grateful if Mr. Oh Eng Leong would kindly write and inform us when and how this transaction took place, and in particular:- (a) the date that Mr. Oh Eng Leong received instructions to sell the shares in question, (b) the name and address of the person (if known) who instructed Mr. Oh Eng Leong to sell the shares, (c) the name and address of the person (if known) to whom the proceeds of sale were paid after the purported sale had been effected and (d) the amount (if known) which was paid to this person.

20

Yours faithfully,

(Signed) Maxwell, Kenion, Cowdy & Jones."

The information therein disclosed in that letter stating that the deceased died, intestate, in 1942 is of crucial importance. Mr. Oh Eng Leong did not reply to that letter: but what he did do was to hand the letter over to the first Respondent's Solicitor. That letter is dated the 5th July, 1955. On the 16th August, 1955, the Statements of Claim were filed which, for the first time, alleged that the sales of the shares took place in 1942 or 1943. Mr. Hume contends that it was the information contained in the letter of 5th July, 1955, which caused the first Respondent, through his Solicitor, to alter the date of the alleged transfer from 1947 to 1942 or 1943 and there was no question of an honest mistake having been made in the date but that it was a deliberate attempt at deception. The significance of this letter and the importance to be attached to it, was clearly a matter which required careful consideration when one came to assess the credibility of the witnesses in the light of the fact that it was only some time after the receipt of this letter that the date of

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In the
Court of Appeal

No.38.

Judgment of
Rigby, J.

2nd October 1956

- continued.

acquisition of the shares was altered from 1947 to "some time during the year 1942 or the year 1943". Unfortunately, however, no reference is made by the learned Judge, either in the brief note of the oral judgment he gave at the conclusion of the trial or in his subsequent grounds of judgment, to this letter.

8. Two further points were taken by Mr. Hume, which, in his submission, pointed to the inherent improbability of the truth of the first Respondent's testimony that these shares were purchased in 1943. First, the first Respondent stated that he paid ten times the pre-war values of the shares in Japanese currency - a total value of \$170,000/-. The Schedule to the Debtor and Creditor (Occupation Period) Ordinance (No.42 of 1948) sets out a sliding scale of the value of occupation currency during the period 1942 to 1945. That scale shows that from June to December, 1943, the equivalent value of \$100/- Malayan currency increased only from \$224/- occupation currency in June to \$385/- in December. If, therefore, the shares had been purchased at any time between June to December, 1943, as the first Respondent alleged, the equivalent value in occupation currency would have been approximately from 2½ to 4 times the pre-war market prices in Malayan currency. It is difficult - indeed, incredible - to believe that the first Respondent would have been ready and willing to pay such an inordinately inflated price for shares in tin mining Companies which at that time showed no reasonable probability of paying any dividends. Again, it would seem remarkable that there should be no documentary evidence whatsoever in existence, either in the possession of the first Respondent or of Oh Eng Leong as a director of United Traders Ltd., concerning the sale of these shares. Oh Eng Leong endeavoured to explain that fact by saying that the records of his business of share brokers had been totally destroyed in the bombing. In re-examination, however, he admitted that his offices were destroyed in one of the Japanese air raids at the start of the War. That date would, of course, be many months before this alleged transaction, which must have taken place subsequent to June, 1943.

9. It is, of course, well settled law that an appellate Court will not lightly differ from the

finding of a trial Judge, which is based on the credibility of witnesses. In the case of Benmax v. Austin Motor Co., Ltd. (1955), 1 A.E.R., 326 Lord Somervell stated at page 330 :-

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Court of Appeal

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2nd October 1956
- continued.

10 "The advantages enjoyed by the trial Judge have often been stated and are, I am sure, familiar to all appellate Courts. The difficult cases are those where there are circumstances on which appellant and respondent can each rely. The judge has based his decision on the way in which witnesses give their evidence. Un-
less there is no dispute at all he always does this. On the other hand, there are sentences in his judgment which indicate very probably, but not certainly, that he did not have present to his mind an answer or document which plainly affects the accuracy of a witness he has relied on, or his general conclusion. I
20 only refer to this in order to emphasise the impossibility, in my opinion, of laying down anything in the nature of a code as to the circumstances in which an appellate Court should interfere either by reversing the trial Judge or ordering a new trial."

30 The learned trial Judge in his brief judgment has accepted the evidence of the first Respondent and his witness that the date of 14th August, 1947, shown in the documents to which I have referred, in so far as that date conflicts with the alleged
40 time of purchase in 1943, was a mistake. If the evidence simply rested upon the conflict of dates as disclosed in these documents I am of the opinion that this Court would have no sufficient ground for interfering with the view taken by the trial Judge on the issue of credibility. But the matter seems to me to go further. The letter of the 5th July, 1955, sent to Oh Eng Leong; the fact that prior to that date neither Oh Eng Leong nor the first Re-
spondent knew that the deceased had died in 1942; the fact that Oh Eng Leong made no attempt to answer that letter, but instead handed it over to the first Respondent's Solicitor; the fact that there-
after in the Statements of Claim filed six weeks later the date of purchase for the first time was stated as some time in 1942 or 1943. All these facts, to my mind, indicate more than a simple mis-
take on the part of the first Respondent in the alleged date of purchase of the shares. That

Exhibit "D.2".

In the
Court of Appeal
No.38.
Judgment of
Rigby, J.
2nd October 1956
- continued.

factor, combined with the total absence of any documentary evidence regarding this alleged transaction in 1943 and the absence of any explanation as to why the first Respondent, if his story be true, had paid such a grossly inflated price for the shares - all impel me to the conclusion that the finding of the learned trial Judge that the shares were purchased in 1943 is against the weight of the evidence.

For these reasons I would allow the appeal in this case, reverse the decision of the learned trial Judge, including that part of his decision dismissing the Appellant's Counter-claim - and allow the Appellant his costs both in this Court and in the lower Court. I would also order the first Respondent to pay the total taxed costs of the third Respondents for their appearance here and in the lower Court. 10

Dated this 2nd day of October, 1956.

(Signed) I. C. C. Rigby, 20
Judge,
FEDERATION OF MALAYA.

Mr. R. D. Hume (Mr. W. J. Huntsman with him) for Appellant.

Mr. M. Knorpel for Chew Boon Ee (first Respondent)

Mr. M. Edgar for the Respondents, except Chew Boon Ee (first Respondent)

Solicitors for the Appellant:

Messrs. Maxwell, Kenion, Cowdy & Jones.

Solicitor for Chew Boon Ee: 30

Mr. G. H. Goh.

Solicitors for the Respondents, except Chew Boon Ee:

Messrs. Bannon & Bailey.

No. 39.

JUDGMENT OF MATHEW, C.J., (FEDERATION OF MALAYA)

Cor: Mathew, C.J.,
 Whyatt, C.J., (Singapore)
 Rigby, J.

In the
 Court of Appeal

No.39.

Judgment of
 Mathew, C.J.,
 Federation of
 Malaya.

26th October,
 1956.

10 The facts in this case have been very fully
 set out by my brother Rigby and I do not propose
 to recapitulate them. The main issue for decision
 was whether the shares were purchased in 1943 or
 in 1947. If they were sold in 1943 the Respond-
 ents could succeed, but if they were sold in 1947
 he could not acquire a good title to the shares,
 for the Power of Attorney to Chidambaram Chettiar
 had terminated. The learned trial Judge found for
 the Respondent on the ground that he believed the
 Plaintiff and his broker Oh Eng Leong, a life-long
 friend of the Plaintiff, and was unimpressed by the
 fact that the writs and affidavits all put the date
 of the purchase in 1947. He considered that this
 20 was a pure mistake flowing from the documents in
 question having been drafted on information derived
 from the actual transfers. In short, the learned
 trial Judge based his decision entirely on the
 credibility he attached to the evidence of the
 Plaintiff and his broker and did not test the
 credibility of those witnesses against other ex-
 trinsic evidence.

30 Mr. Hume for the Appellant has submitted that
 had the trial Judge subjected all available evidence
 to a full analysis, he should have come to a con-
 trary conclusion. It is significant that until
 the Solicitors of the Appellant wrote their letter
 of 5th July 1955 to the United Traders Ltd., for
 the attention of Mr. Oh Eng Leong, the first Re-
 spondent and Mr. Oh Eng Leong were unaware that the
 Chettiar, the owner of the shares transferred, had
 been dead since 1942. One would have expected Mr.
 Oh Eng Leong to have replied to the letter, par-
 ticularly as he should have been able to answer
 40 the questions put to him without difficulty; but
 he did not, and showed the letter to the first Re-
 spondent's Solicitors. On 16th August 1955, six
 weeks after the letter of 5th July, the statement
 of claim is delivered, and for the first time it
 is learned that the sales took place "at some date
 during the year 1942 or the year 1943", and that

Exhibit "D.2".

In the
Court of Appeal

No.39.

Judgment of
Mathew, C.J.,
Federation of
Malaya.

26th October,
1956.

- continued.

the considerations paid were very large sums in Japanese occupation currency. It is not convincingly explained why the first Respondent should have been willing to buy shares in British Companies for ten times the pre-war value, the purchase price being paid in Japanese occupation currency at a time when that currency had not very greatly depreciated against Straits currency, and when there was no prospect of a dividend ever being paid. If this transaction did take place, why is there no written record of the transaction in the possession of Mr. Oh Eng Leong? In his examination-in-chief he accounts for having no records, as the business premises and the records were destroyed in an air raid; but in cross-examination this explanation could no longer hold, for the bombing was long past when this transaction in 1943 took place.

10

It is also significant that no steps were taken by the first Respondent to have the shares registered until August 1947? The transfers were in the possession of the first Respondent, and yet in 1947 it is Mr. Oh Eng Leong who instructs the first Defendant to send him the transfers. As a stock-broker he must have known that the Secretaries of the Companies in question were functioning in 1946. Why did he not stimulate the first Respondent to complete and register the transfers in 1946?

20

It is necessary to examine in detail the evidence of the first Respondent, when he was cross-examined as to why he had sworn Affidavits and permitted letters to be written, which contained statements he knew to be untrue. I think it as well to set out the relevant part of this cross-examination:-

30

"Mr. Goh has been my Solicitor throughout these proceedings. He wrote a number of letters on my behalf before action. Until I instructed Mr. Goh he did not know anything about this matter. Everything Mr. Goh knew had been told to him by me.

40

Q. This is a letter written by Mr. Goh to the Administrator of the Estate of the deceased Chettiar ("AB-A. p.25")? In first paragraph it says that the shares were sold on or about the 14th August 1947. Can you tell us why Mr. Goh said that?

"A. I think that was a mistake made by Mr. Goh.

Q. "AB-A. p.19" refers to all dividends paid since 14th August 1947? If you bought in 1947 why prepare (sic) the dividends paid to 1947?

A. I think this is also a mistake. I know what an Affidavit is. I agree it is a statement on oath. Before I swore an Affidavit I would read it through to see if it were correct.

10 Q. In C.S.140/55 on 22nd June 1955 you swore an Affidavit in support of the interlocutory injunction?

A. That was sworn in Court here. I remember swearing that. I swore three Affidavits, one in each suit.

Q. In paragraph 2 of the one in C.S.140/55 you stated that in August 1947 you bought the shares in question in that suit?

20 A. I remember swearing the Affidavit. I should say I read it through very hurriedly. Paragraph 2 of that Affidavit is also a mistake. There was also the same mistake in the Affidavit in the other two suits."

30 Mr. Goh acted on the first Respondent's instructions, and it is hardly credible that he wrote the letter he did and drafted the Affidavits without specific instructions. How can a mistake on the part of Mr. Goh be reconciled with the correspondence which took place between September 1954 and January 1955. The first Respondent admits in cross-examination that he saw the letter of 12th November 1954 ("AB-A. p.22") from Messrs. Bannan & Bailey to his Solicitor, and that he approved the reply dated the 18th January 1955, which clearly shows that five months before the writ was issued, the first Respondent's Solicitor was writing letters claiming dividends from 14th August 1947 only. Again, no explanation is given.

40 If the transaction in fact took place, the evidence of Sithambaram Chettiar would have assisted in putting the matter in issue beyond doubt. Beyond the bare statement of the third Respondent and Mr. Oh Eng Leong, both of whom were vague in the extreme on questions on which precision could reasonably be expected, there is no documentary

In the
Court of Appeal

No.39.

Judgment of
Mathew, C.J.,
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In the
Court of Appeal

No.39.

Judgment of
Mathew, C.J.,
Federation of
Malaya.

26th October,
1956.

- continued.

evidence to indicate that the sales took place in 1943. In fact, all the documentary evidence, the writs, the Affidavits and the letter of the first Respondent's Solicitor of 17th March 1955 claiming that the shares were sold to his client in the lifetime of M.R.S.L. Letchumanan Chettiar, and the correspondence between the first Respondent's Solicitor and Messrs. Harrisons & Crosfield or their Solicitors, all point to the sale having taken place in August 1947 and not in 1943.

10

In my view, the learned trial Judge's finding on the issue as to when the sale took place was against the weight of evidence. I would allow this appeal with costs and order that the Plaintiff's claim be dismissed with costs, and I would further order that judgment for the Defendant be entered with costs on the counterclaim. The first Respondent should also pay the costs of the second Respondent here and below. The deposit will be paid to the Appellant.

20

Sgd. CHARLES MATHEW
CHIEF JUSTICE,
Federation of Malaya.

26th October, 1956.

Delivered on 10.11.1956.

No.40.

Judgment of
Whyatt, C.J.,
Singapore.

7th November,
1956.

No. 40.

JUDGMENT OF WHYATT, C.J., (Singapore)

Coram: Mathew, C.J., F.
Whyatt, C.J., S.
Rigby, J.

30

I agree with the judgments of the learned Chief Justice and Mr. Justice Rigby but as I am differing from the decision of the learned trial judge on a question of fact, I will state my reasons for doing so.

The crux of this case is whether the Plaintiff bought these shares, as he alleges, in 1943 during the Japanese occupation, or whether he bought them in 1947 after the liberation. If the former is

the correct date, the purchase was valid and enforceable, notwithstanding that it was made from a person holding a Power of Attorney for a seller who had died prior to the sale, because the Power of Attorney was validated by special retro-active legislation passed after the war and remained operative until September 1945; on the other hand, if the purchase was not made until 1947, the Power of Attorney had already terminated and consequently the Plaintiff acquired no title or interest in these shares.

Until the issue of the writ in these proceedings on the 20th June 1955 the Plaintiff himself maintained that the correct date was 1947 and indeed the writ itself alleges in the endorsement that the Plaintiff claims as the owner of the shares, "which said shares were duly transferred to the Plaintiff by M.R.S.L.Letchumanan Chettiar deceased, on the 14th day of August 1947." The learned trial Judge states in his findings that he was not aware of this indorsement on the writ until a very late stage of the proceedings when Counsel for the Defendant drew his attention to it during his final address. But the matter does not rest there. On the 22nd June 1955, two days after the issue of the writ, the Plaintiff again asserted, this time on Affidavit, that he bought the shares on the 14th August, 1947. This was the case put forward by the Plaintiff until he delivered his Statement of Claim on the 16th August 1955; then, for the first time, the date of purchase changes from an exact date in 1947 to "some date during 1942 or the year 1943, during the Japanese occupation of Malaya, which the Plaintiff is unable more precisely to specify." One naturally asks oneself why this sudden lapse from precision into vagueness. Did anything occur between the 22nd June 1955 when the Plaintiff swore his Affidavit, and the 16th August 1955 when he delivered his statement of claim, which might explain this revised version of the Plaintiff's story? The answer is that something very significant had happened during this period. On the 5th July 1955, the Plaintiff's broker learnt for the first time, from a letter he received from the Defendants' Solicitors, that the seller had died in 1942; hence the sale by the seller's Attorney in 1947 was ineffective.

This letter of the 5th July 1955 is not referred

In the
Court of Appeal

No.40.

Judgment of
Whyatt, C.J.,
Singapore.

7th November,
1956.

- continued.

Exhibit "D.2".

In the
Court of Appeal

No.40.

Judgment of
Whyatt, C.J.,
Singapore.

7th November,
1956.

- continued.

to by the learned trial judge in his findings or in his grounds of decision but there can be no doubt it was pregnant with meaning for the Plaintiff. When its contents were conveyed by the broker to his client, (as it is reasonable to suppose they were), the Plaintiff was placed in a very awkward dilemma; if he continued to maintain that the purchase was made on the 14th August 1947 his claim would inevitably fail; on the other hand, if he now asserted that the purchase was made some time in 1942 or 1943, whilst the Power of Attorney was still in force, he would have to explain why he had suddenly changed his story. He chose the latter course and the explanation he offered was that he had read his Affidavit hurriedly before swearing it and the statement in it about the date of purchase being in 1947 was a mistake; his Solicitor likewise had made a mistake when he gave the 14th August 1947 as the date of purchase when corresponding with the Defendant. The Plaintiff did not attempt to elucidate how the mistake arose nor - which is more significant - how it came to be discovered between the 22nd June 1955, when the Affidavit was sworn, and the 16th August, when the Statement of Claim was delivered. The learned trial judge thought the mistake arose because the Plaintiff and his Solicitor had taken the date of sale from the share transfers and had not noticed the error until the Statement of Claim was drafted. Oddly enough, this explanation was not offered by the Plaintiff himself and indeed if it had been, it would still have left unexplained why, if the mistake was apparent on the 14th August when the Statement of Claim was drafted, it was not equally apparent on the 22nd June when the Affidavit was sworn. It seems to me much more likely that the Plaintiff's change of front was due to the letter of the 5th July 1955 containing the information that the seller had died in 1942. This was a vitally important matter on any view of the case but, as I have already mentioned, it is not referred to in the judgment of the learned trial judge. The one outstanding and incontrovertible feature of this case is that every document, with the solitary exception of the Statement of Claim, supports the Defendant's contention that the sale took place on the 14th August 1947. The proper conclusion, in my view, is that the sale did in fact take place on that date and not in 1942 or 1943 as alleged by the Plaintiff. For these reasons, I would allow this appeal.

(Signed) JOHN WHYATT,
CHIEF JUSTICE,
SINGAPORE.

SINGAPORE, 7th November, 1956.

No. 41.

ORDER (JUDGMENT)

In the
Court of Appeal

No.41.

BEFORE:-

THE HONOURABLE SIR CHARLES MATHEW
CHIEF JUSTICE, FEDERATION OF MALAYA

THE HONOURABLE JOHN WHYATT, ESQUIRE
CHIEF JUSTICE, SINGAPORE.

Order
(Judgment).

10th November,
1956.

THE HONOURABLE MR. JUSTICE RIGBY

THIS 10th DAY OF NOVEMBER, 1956 IN OPEN COURT

10 This appeal coming on for hearing on the 28th
day of August, 1956 in the presence of Mr.R.D.Hume
(with him Mr. W.J. Huntsman) Counsel for L.Ramana-
than Chettiar in his capacity as Administrator of
the Estate of M.R.S.L. Letchumanan Chettiar deceased
the Appellant and Mr.M.Knorpel Counsel for Chew
Boon Ee the first named Respondent and Mr.M.Edgar
Counsel for Rawang Tin Fields Limited, Kundang Tin
Dredging Limited, Rawang Concessions Limited and
Harrisons and Crosfield (Malaya) Limited the second,
20 third, fourth and fifth named Respondents respec-
tively. IT IS ORDERED that this appeal should
stand for judgment and the same standing for judg-
ment this day in the presence of Mr.R.D.Hume Coun-
sel for the Appellant Mr.M.Knorpel Counsel for the
first named Respondent and Mr.M.Edgar Counsel for
the second, third, fourth and fifth named Respon-
dents.

30 IT IS FURTHER ORDERED that the judgment of the
Honourable Mr.Justice Spenser-Wilkinson in Penang
High Court Civil Suit 1955 No.140 dated the 12th
day of April, 1956 be wholly set aside and in lieu
thereof judgment be entered in favour of the Appel-
lant on his counterclaim against the first named
Respondent for the sum of \$9,630/- and that the
Solicitor's costs of each of the Defendants to this
suit be taxed and when taxed be paid to the re-
spective Defendants.

40 AND IT IS FURTHER ORDERED that the judgment
of the Honourable Mr. Justice Spenser-Wilkinson in
Penang High Court Civil Suit 1955 No.141 dated the
12th day of April, 1956 be wholly set aside and in
lieu thereof judgment be entered in favour of the
Defendants to this suit and that the Solicitors

In the
Court of Appeal

costs of each of the Defendants be taxed and when
taxed be paid to the respective Defendants.

No.41.
Order
(Judgment).
10th November,
1956.
- continued.

AND IT IS FURTHER ORDERED that the judgment
of the Honourable Mr. Justice Spenser-Wilkinson in
Penang High Court Civil Suit 1955 No.142 dated the
12th day of April, 1956 be wholly set aside and in
lieu thereof judgment be entered in favour of the
Defendants to this suit and that the Solicitors
costs of each of the Defendants be taxed and when
taxed be paid by the Respondent to the respective
Defendants.

10

AND IT IS FURTHER ORDERED that the Solicitors
costs of this appeal incurred by the Appellant and
the second, third, fourth and fifth named Respond-
ents respectively be taxed and when taxed be paid
to the Appellant, the 2nd, 3rd, 4th and 5th named
Respondents respectively and be paid by the first
named Respondent.

AND IT IS LASTLY ORDERED that the sum of
\$500/- deposited by the Appellant in the Supreme
Court, Penang and standing to the credit of this
appeal be refunded to the Appellant.

20

GIVEN under my hand and the Seal of this Court
this 10th day of November, 1956.

(L.S.) Sgd.
Senior Assistant Registrar,
Court of Appeal,
Federation of Malaya.

No.42.
Order granting
Conditional
Leave to Appeal
to Her Majesty
in Council.
20th February,
1957.

No. 42.
ORDER GRANTING CONDITIONAL LEAVE TO APPEAL
TO HER MAJESTY IN COUNCIL

30

BEFORE:- THE HONOURABLE MR.JUSTICE J.B.THOMSON,
CHIEF JUSTICE, FEDERATION OF MALAYA.
THE HONOURABLE MR.JUSTICE J.WHYATT, Q.C.,
CHIEF JUSTICE, SINGAPORE.
THE HONOURABLE MR.JUSTICE R.D.R.HILL.
THIS 20th DAY OF FEBRUARY 1957

Upon motion made to the Court this day by
Counsel for Chew Boon Ee, the first Respondent

10 above named, upon reading the Affidavit of the said
 Chew Boon Ee affirmed to and filed herein on the
 18th day of December 1956, and upon hearing what
 was alleged by Counsel for the Applicant and for
 the Appellant and for each of the Respondents other
 than the Applicant, And the Applicant undertaking
 by his Counsel not to apply for any amendment of
 the order as to payment of the Solicitors costs of
 the Respondents other than the Applicant contained
 in the Judgment of this Court dated the 10th day
 of November 1956 other than that the same should
 be paid by the Appellant instead of the Applicant
 And the Appellant undertaking not to sell or other-
 wise transfer or part with possession of, or at-
 tempt to do any of the foregoing, any of the shares
 in the pleadings mentioned in the respective Penang
 High Court Civil Suits 1955 Nos. 140, 141 and 142
 above mentioned until further order of this Court
 or the determination of the Appeal to her Majesty
 20 in Council save with the consent thereto in writing
 of the Applicant And the 2nd, 3rd, 4th and 5th
 Respondents above named undertaking not to register
 any transfer of the said shares to any person other
 than the Applicant until the further order of this
 Court or the determination of the Appeal to Her
 Majesty in Council save with the consent in writing
 of the Applicant THIS COURT DOTH ORDER that con-
 ditional leave be granted to the Applicant to ap-
 30 peal to Her Majesty in Council from the Judgment
 of the Court of Appeal dated the 10th day of Novem-
 ber 1956 upon the ground that the subject matter
 of Appeal herein is of the value of \$4,500/- and
 upwards And that the said Respondents other than
 the Applicant be discharged from appearing in such
 Appeal IT IS ORDERED that the Applicant do within
 six weeks from the date hereof enter into good and
 sufficient security to the satisfaction of the
 Senior Assistant Registrar of the High Court at
 Penang in the sum of \$5,000/- for the due prosecu-
 40 tion of the Appeal and the payment of all such
 costs as may become payable to the Appellant or to
 the Respondents other than the Applicant in the
 event of the Applicant not obtaining an Order grant-
 ing him final leave to appeal or of the appeal
 being dismissed for non-prosecution, or of Her
 Majesty in Council ordering the Applicant to pay
 the costs of the Appellant IT IS FURTHER ORDERED
 that the Applicant do file the Record of Appeal
 within three months from the date hereof AND IT
 50 IS FURTHER ORDERED that the costs of this motion

In the
Court of Appeal

No.42.

Order granting
Conditional
Leave to Appeal
to Her Majesty
in Council.

20th February,
1957.

- continued.

In the Court of Appeal
No.42.

Order granting Conditional Leave to Appeal to Her Majesty in Council.
20th February, 1957.
- continued.

be reserved save that the costs of the 2nd, 3rd, 4th and 5th Respondents be paid either by the Applicant or the Appellant.

GIVEN under my hand and the seal of this Court this 20th day of February, 1957.

(L.S.) Sgd.
Senior Assistant Registrar,
Court of Appeal.
Federation of Malaya.

No.43.

Order granting Final Leave to Appeal to Her Majesty in Council.
23rd July 1957.

No. 43.

10

ORDER GRANTING FINAL LEAVE TO APPEAL TO HER MAJESTY IN COUNCIL

IN THE SUPREME COURT OF THE FEDERATION OF MALAYA
IN THE COURT OF APPEAL AT KUALA LUMPUR
F.M. Civil Appeal No. 19 of 1956

Between:

L.Ramanathan Chettiar in his capacity as Administrator of the Estate of M.R.S.L. Letchumanan Chettiar deceased Appellant 20
- and -

Chew Boon Ee
Rawang Tin Fields Limited
Kundang Tin Dredging Limited
Rawang Concessions Limited
Harrisons and Crosfield (Malaya) Limited Respondents

(In the matter of Penang High Court Civil Suit 1955 No.140)

Between:

30

Chew Boon Ee Plaintiff
- and -
Rawang Tin Fields Limited 1st Defendants
Harrisons & Crosfield (Malaya) Limited 2nd Defendants

L.Ramanathan Chettiar son of
Letchumanan Chettiar sued in
his capacity as Administrator
of the Estate of M.R.S.L.

Letchumanan Chettiar deceased 3rd Defendants

In the
Court of Appeal

No.43.

Before:- The Honourable Mr. Justice Hill,
 Acting Chief Justice,
 Federation of Malaya.
 The Honourable Mr. Justice Knight,
 Acting Chief Justice of Singapore.
 The Honourable Mr. Justice Sutherland
 Judge, Federation of Malaya.

Order granting
Final Leave to
Appeal to Her
Majesty in
Council.

23rd July 1957
- continued.

THIS 23rd day of July, 1957

IN COURT

O R D E R

UPON MOTION made to the Court this day by Mr.
R. Ramani, Counsel for the First Respondent-Appel-
lant AND UPON READING the Notice of Motion dated
the 6th day of June, 1957, and the Affidavit of
Chew Boon Ee affirmed on the 6th day of June 1957,
and filed in support thereof.

AND upon reading the letter dated the 11th
July, 1957 from Messrs. Maxwell Kenion Cowdy &
Jones, Solicitors for the Appellant-Respondent.

IT IS ORDERED that Final Leave be and is
hereby given to the First Respondent-Appellant to
appeal to Her Majesty in Council.

AND IT IS ORDERED that the costs of this ap-
plication be costs in the Appeal.

GIVEN under my hand and the seal of the Court
this 23rd day of July, 1957.

Sgd. P. SAMUEL,
Senior Assistant Registrar,

Court of Appeal,
KUALA LUMPUR.

(SEAL)

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In the
Court of Appeal

No. 44.

No.44.

Order amending
Order granting
Final Leave to
Appeal to Her
Majesty in
Council.

10th March 1958.

ORDER AMENDING ORDER GRANTING FINAL LEAVE
TO APPEAL TO HER MAJESTY IN COUNCIL

IN THE SUPREME COURT OF THE FEDERATION OF MALAYA
IN THE COURT OF APPEAL AT KUALA LUMPUR
F.M. CIVIL APPEAL No. 19 of 1956

Between:

L.Ramanathan Chettiar in his
capacity as Administrator of
the Estate of M.R.S.L.
Letchumanan Chettiar deceased Appellant 10

- and -

Chew Boon Ee
Rawang Tin Fields Limited
Kundang Tin Dredging Limited
Rawang Concessions Limited
Harrisons and Crosfield
(Malaya) Limited Respondents

(In the matter of Penang High
Court Civil Suit 1955 No.140) 20

Between:

Chew Boon Ee Plaintiff

- and -

Rawang Tin Fields Limited 1st Defendants
Harrisons and Crosfield
(Malaya) Limited 2nd Defendants

L. Ramanathan Chettiar son
of Letchumanan Chettiar
sued in his capacity as
Administrator of the
Estate of M.R.S.L.Letchumanan
Chettiar, deceased 3rd Defendant 30

- and -

(In the matter of Penang High
Court Civil Suit 1955 No.141)

Between:

Chew Boon Ee Plaintiff

- and -

Amended and Added
by Order of Court
herein dated the
10th day of March
1958.

Kundang Tin Dredging Limited 1st Defendants
Harrisons & Crosfield (Malaya)
Limited 2nd Defendants
L.Ramanathan Chettiar son of
Letchumanan Chettiar sued in
his capacity as Administrator
of the Estate of M.R.S.L.
Letchumanan Chettiar deceased 3rd Defendant

In the
Court of Appeal

No.44.

Order amending
Order granting
Final Leave to
Appeal to Her
Majesty in
Council.

10th March 1958
- continued.

10 (In the matter of Penang High
Court Civil Suit 1955 No.142)

Between:

Chew Boon Ee Plaintiff

- and -

Rawang Concessions Limited 1st Defendants

Harrisons & Crosfield (Malaya)
Limited 2nd Defendants

20 L.Ramanathan Chettiar son of
Letchumanan Chettiar sued in
his capacity as Administrator
of the Estate of M.R.S.L.
Letchumanan Chettiar deceased 3rd Defendant

BEFORE: THE HONOURABLE MR.JUSTICE J.B.THOMSON
CHIEF JUSTICE, FEDERATION OF MALAYA
THE HONOURABLE MR.JUSTICE D.B.W.GOOD
JUDGE, FEDERATION OF MALAYA
THE HONOURABLE MR. JUSTICE B.G.SMITH
JUDGE, FEDERATION OF MALAYA

THIS 10th day of March 1958 IN OPEN COURT

30 O R D E R

UPON MOTION made to Court this day by Mr.R.Ramani
Counsel for the first Respondent-Appellant

AND UPON READING the Notice of Motion dated the
27th day of February, 1958, and the Affidavit of
Radhakrishna Ramani affirmed on the 27th day of
February, 1958, and filed in support thereof

In the
Court of Appeal

No.44.

Order amending
Order granting
Final Leave to
Appeal to Her
Majesty in
Council.

10th March 1958
- continued.

AND UPON Mr. Ramani informing the Court that Messrs. Maxwell, Kenion, Cowdy & Jones, Solicitors for the Appellant-Respondent have written to his firm consenting to an order in terms of the Notice of Motion.

IT IS ORDERED BY CONSENT that the title to the Appeal as set out in the sealed copy of the Order dated the 23rd day of July 1957 be and is hereby amended by the addition of the particulars relating to Penang High Court Civil Suit 1955 No.141 and Penang High Court Civil Suit 1955, No.142.

10

AND IT IS ORDERED that the Appellant-Respondent's costs of this application be paid by the first Respondent-Appellant in any event.

GIVEN under my hand and the seal of the Court this 10th day of March, 1958,

Senior Assistant Registrar,
Court of Appeal,
KUALA LUMPUR.

(L.S.)

Court of Appeal
Federation of Malaya.

20

E X H I B I T S"AB-B. p.17".REGISTER OF KUNDANG TIN DREDGING LIMITED

Date received	Folio No.	Company	Date of Document	Name	In Favour of	Address	Particulars	Court's Reference
6. 5.41	190	Kundang Tin	Power of Attorney dated 15th September 1940	M.R.S.L.Letchumanan Chettiar alias Moona Roona Shayna Layna Letchumanan Chettiar	Chithambaram Chettiar	123 Penang Street, Penang.	1. To receive and sign receipts. 17. To exercise and perform all duties appertaining to me as a holder of debentures or shares. 18. To invest, receive dividends and dispose shares. 21. To sign and execute instruments. 24. To appoint and remove substitutes.	Registered No. 989 of 1940, in The Supreme Court, Kuala Lumpur, on 16th December, 1940.
25.10.50	46	Kundang Tin	L/A 15.9.50	M.R.S.L.Letchumanan Chettiar alias Moona Roona Shayna Layna Letchumanan Chettiar alias Moona Roona Shayna Layna Letchumanan Chettiar son of Murugappa Chettiar (Deceased) Died on 16.11.42 intestate at Devakottai, Ramnad District, South India.	L.Ramanathan Chettiar son of Letchumanan Chettiar.	108 Belfield Street, Ipoh.	Letters of Administration granted by the Supreme Court, Ipoh, on 15.9.50 to L. Ramanathan Chettiar son of Letchumanan Chettiar a natural and lawful son and one of the next-of-kin.	Federation Estate Duty Cert. dated K.L. 4.9.50 seen Duty allowed to be postponed 500 Kundang Tins valued at \$1,270 shown among other assets.

Exhibits"AB-B. p.17".

Register of Kundang Tin Dredging Limited.

Exhibits

"AB-B. p.17"
Register of
Kundang Tin
Dredging
Limited
- continued.

Date received	Folio No.	Company	Date of Document	Name	In Favour of	Address	Particulars	Court's Reference
31. 5.52	489	Kundang Tin	Power of Attorney dated 20.3.52	L.Ramanathan Chettiar son of Ietchumanan Chettiar of 108 Belfield Street, Ipoh.	Vinaitheenthan Chettiar son of Krishnan Chettiar	108 Belfield Street, Ipoh	<p>9. To apply for transmission of the said Intestate's lands and other property to my name as representative of the estate of the said Intestate and to sell transfer assign the said Intestate's property and for this purpose to sign execute such documents as may be necessary.</p> <p>18. For all or any of the purposes of this deed to enter into and sign execute and perfect and as my act and deed as such administrator as aforesaid, to deliver any contracts, instrument deed surrender or assurance whatsoever and for me and in my name as such administrator as aforesaid.</p> <p>19. And generally to do and execute such acts and things and to sign such instruments and documents as the Attorney may think fit.</p>	Registered No. 265 of 1952 in the Supreme Court, Ipoh, on 29th March, 1952.

"AB-B. p.18"REGISTER OF RAWANG CONCESSIONS LIMITED

Date Regd.	Folio No.	Company	Date of Document	Name	In Favour of	Address	Particulars	Court's Reference
20.12.40	163	Rawang Con- cessions	Power of Attorney dated 13th September 1940	Moona Roona Shayna Layna Letchumanan Chettiar	Chithambaram Chettiar	123 Penang Street, Penang.	<p>1. To receive and sign receipts.</p> <p>17. To exercise and perform all duties appertaining to me as a holder of debentures or shares.</p> <p>18. To invest and receive dividends and dispose shares.</p> <p>21. To sign and execute instruments.</p> <p>24. To appoint and remove substitutes.</p>	Registered No. 989 of 1940, in the Supreme Court, Kuala Lumpur, on 16th December, 1940.
25.10.50	42	Rawang Con- cessions	L/A 15.9.50	M.R.S.L.Letchumanan Chettiar alias Moona Roona Shayna Layna Letchumanan Chettiar alias Moona Roona Shayna Layna Letchumanan Chettiar son of Murugappa Chettiar (Deceased) Died on 16.11.42 intestate at Devakottai, Ramnad District, South India.	L. Ramanathan Chettiar son of Letchumanan Chettiar	of 108 Belfield Street, Ipoh.	Letters of Administration granted by The Supreme Court, Ipoh, on 15.9.50 to L. Ramanathan Chettiar son of Letchumanan Chettiar a natural and lawful son and one of the next-of-kin.	Federation Es-tate Duty Cert. dated K.L. 4.9.50 seen. Duty allowed to be postponed. 500 Rawang Concessions valued at 1,452.50 shown among other assets.

Exhibits"AB-B. p.18"

Register of Rawang Concessions Limited.

Exhibits
 "AB-B. p.18"
 Register of
 Rawang
 Concessions
 Limited.
 - continued.

Date Regd.	Folio No.	Company	Date of Document	Name	In Favour of	Address	Particulars	Court's Reference
30.5.52	192	Rawang Con-cessions	Power of Attorney dated 20.3.52	L.Ramanathan Chettiar the administrator of M.R.S.L. Letchumanan Chettiar, deceased.	Vinaitheethan Chettiar, son of Krishnan Chettiar.	No. 108 Belfield Street, Ipoh.	<p>9. To apply for transmission of the said Intestate's lands and other property, to sell, transfer, assign or convey the said Intestate's property and to sign execute such documents or instruments as may be necessary.</p> <p>10. To sign execute accept endorse discount or deal with any cheques bills of exchange or other mercantile instruments.</p> <p>19. Generally to do and execute such acts and things and to sign such documents and instruments as the Attorney may think fit.</p>	Power of Attorney Registered No.265 of 1952. True Copy deposited in the Supreme Court, Ipoh on 29.3.52.

"AB-B. p.19"

REGISTER OF RAWANG TIN FIELDS LIMITED

Date received	Folio No.	Company	Date of Document	Name	In Favour of	Address	Particulars	Court's Reference
8.11.50	502	Rawang Tin	L/A. dated 15.9.50	M.R.S.L.Letchumanan Chettiar (Died on 16.11.42)	L.Ramanathan Chettiar son of Letchumanan Chettiar	108 Belfield Street, Ipoh.	Letters of Administration was granted to L.Ramanathan Chettiar son of Letchumanan Chettiar by the High Court at Ipoh, in the Federation of Malaya, on the 7th day of March, 1950 to administer all the moveable and immoveable property in the Federation of Malaya which by law devolves to and vests in the personal representatives of the said intestate.	Registered at the Supreme Court, Federation of Malaya, Petition No. 28 of 1950. Copy of Certificate of payment of estate duty seen. Payment postponed Nett value \$65,076.15.
2. 6.52	653	Rawang Tin	Power of Attorney dated 20.3.52	L.Ramanathan Chettiar the Administrator of M.R.S.L.Letchumanan deceased.	Vinaitheethan Chettiar son of Krishnan Chettiar.	108 Belfield Street, Ipoh.	9. To apply for transmission of the said Intestate lands and other property, to sell transfer assign or convey the said Intestate's property and to sign execute such documents or instrument as may be necessary. 18. To sign execute accept endorse discount or deal with any cheques bills of exchange or other mercantile instruments. 19. Generally to do and execute such acts and things and to sign such documents and instruments as the Attorney may think fit.	Power of Attorney Registered No. 265 of 1952 True Copy deposited in the Supreme Court, Ipoh on 29.3.52.

Exhibits

"AB-B. p.19".

Register of Rawang Tin Fields Limited.

Exhibits"AB-A. p.7"."AB-A. p.7".Caveat: Rawang
Tin Fields Ltd.
Shares.

14th May, 1947.

CAVEAT: RAWANG TIN FIELDS LIMITED SHARESSCHEDULE TO PART IIIA
THE MORATORIUM PROCLAMATION
(Section 7B)Certified copy
Harrisons & Crosfield
(M) Ltd.
Registrars.
Sd.

10

Take Notice that We the Indian Overseas Bank Ltd., of 21 China Street Ghaut, Penang claiming a lien on the shares specified in the Schedule hereto whereof M.R.S.L. Letchumanan Chettiar is the registered holder by reason of the deposit of the share certificates of the said shares with us on or about the 28th day of January 1938 by Mr.M.R.S. L.Letchumanan Chettiar as security for a debt of \$19,970/- which said share certificates were returned to the said M.R.S.L.Letchumanan during the occupation period.

20

Do Hereby Forbid the registration of any transfer of the said shares executed by the said M.R.S.L.Letchumanan Chettiar which may be presented for registration subsequently to the lodging of this Caveat until this caveat is withdrawn by us or is set aside by order of the Supreme Court of the Malayan Union or until the restriction imposed by this caveat is lifted in accordance with the provisions of Section 7C of the Moratorium Proclamation.

30

Schedule

No. and class of shares	Registered or Serial Nos.	Registered or serial Nos. of share-certificates (if known)
200	223724-223923	M 5032

Dated this 14th day of May, 1947.

Sd.
Agent for the Caveators.

I, Tiruvarur Kothandarana Tyagarajan, Manager of the Indian Overseas Bank Ltd., of 21 China Street Ghaut, Penang, agent for the caveators abovenamed declare and affirm that the statements in the above caveat are true to the best of my knowledge information and belief.

Sd.
Agent for the Caveators.

Exhibits
"AB-B. p.7".
Caveat: Rawang Tin Fields Ltd. Shares.
14th May, 1947
- continued.

Affirmed before me this 14th day of May 1947.

10

Sd.
Commissioner for Oaths,
High Court,
Penang.

Magistrate or other person authorised by law to administer an oath or affirmation.

"AB-A. p.8".

CAVEAT: KUNDANG TIN DREDGING LIMITED SHARES

"AB-A. p.8".
Caveat: Kundang Tin Dredging Ltd., Shares.
14th May, 1947.

20

Take Notice that We The Indian Overseas Bank Ltd., of 21 China Street Ghaut, Penang claiming a lien on the shares specified in the Schedule hereto whereof M.R.S.L.Letchumanan Chettiar is the registered holder by reason of the deposit of the share certificates of the said shares with us on or about the 28th day of January 1938 by M.R.S.L. Letchumanan Chettiar as security for a debt of \$19,970/- which said share certificates were returned to the said M.R.S.L. Letchumanan during the occupation period.

30

Do Hereby Forbid the registration of any transfer of the said shares executed by the said M.R.S.L.Letchumanan Chettiar which may be presented for registration subsequently to the lodging of this caveat until this caveat is withdrawn by us or is set aside by order of the Supreme Court of the Malayan Union or until the restrictions imposed by this Caveat is lifted in accordance with the provisions of Section 7C of the Moratorium Proclamation.

40

Exhibits

SCHEDULE

"AB-A. p.8". Caveat: Kundang Tin Dredging Ltd., Shares.	No. and class of shares	Registered or Serial Nos.	Registered or Serial Nos. of Share cer- tificates (if known)
14th May, 1947. - continued.	500	91350- 91449 62205- 62304 45242- 45316 14809- 14833 47901- 48000 112567-112666	M.2146 2117 2116 2118 2119

Dated this 14th day of May 1947.

10

Sd.
Agent for the Caveators.

I, Tiruvarur Kothandarana Tyagarajan, Manager of the Indian Overseas Bank Ltd., of 21 China Street Ghaut, Penang, agent for the Caveators above-named declare and affirm that the statements in the above caveat are true to the best of my knowledge information and belief.

Sd.
Agent for the Caveators.

20

Affirmed before me this 14th day of May 1947.

Sd.
Commissioner for Oaths,
High Court,
Penang.

Magistrate or other person
authorised by law to
administer an oath or
affirmation.

"AB-A. p.9".CAVEAT: RAWANG CONCESSIONS LIMITED SHARESSCHEDULE TO PART IIIA
THE MORATORIUM PROCLAMATION
(Section 7B)Certified copy
Harrisons & Crosfield
(M) Ltd.
Registrars.
Sd.Exhibits"AB-A. p.9".Caveat: Rawang
Concessions
Limited, Shares.

14th May, 1947.

10

Take Notice that We The Indian Overseas Bank Ltd., of 21, China Street Ghaut, Penang claiming a lien on the shares specified in the Schedule here-to whereof M.R.S.L.Letchumanan Chettiar is the registered holder by reason of the deposit of the share certificates of the said shares with us on or about the 28th day of January 1938 by M.R.S.L. Letchumanan Chettiar as security for a debt of \$19,970/- which said share certificates were re-
 20 returned to the said M.R.S.L. Letchumanan during the occupation period.

20

Do Hereby Forbid the registration of any transfer of the said shares executed by the said M.R.S.L.Letchumanan Chettiar which may be present-
 ed for registration subsequently to the lodging of this Caveat until this Caveat is withdrawn by us or is set aside by order of the Supreme Court of the Malayan Union or until the restriction imposed
 30 by this Caveat is lifted in accordance with the provisions of Section 7C of the Moratorium Procla-
 mation.

30

Schedule

No. and class of shares	Registered or serial Nos.	Registered or Serial Nos. of share certificates (if known)
500	169301-169400	M. 2181
	124801-124900	2182
	136301-136400	2146
	133401-133500	2148
	133601-133700	2147

40

Exhibits

Dated this 14th day of May, 1947.

"AB-A. p.9".

Caveat: Rawang
Concessions
Limited, Shares.

14th May, 1947
- continued.

Sd.
Agent for the Caveators.

I, Tiruvarur Kothandarana Tyagarajan, Manager of the Indian Overseas Bank Ltd., of 21 China Street Ghaut, Penang, agent for the caveators above-named declare and affirm that the statements in the above caveat are true to the best of my knowledge information and belief.

Sd.
Agent for the Caveators.

10

Affirmed before me this 14th day of May, 1947.

Sd.
Commissioner for Oaths,
High Court,
Penang.

Magistrate or other person
authorised by law to ad-
minister an oath or
affirmation.

20

"P.1.A"

TRANSFER, 300 SHARES, RAWANG CONCESSIONS LIMITED

"P.1.A".

Transfer,
300 Shares,
Rawang
Concessions
Limited,
14th August
1947.

Stamps \$9/-
Stamp Office, Penang.
14.8.47.

I/We Moona Roona Shayna Layna Letchumanan Chettiar of Penang in consideration of the sum of Dollars Three thousand (\$3,000/-) paid by Chew Boon Ee, 37 Abco Sittee Lane, Penang (Merchant) hereinafter called the said Transferee.

Do hereby bargain, sell, assign and transfer to the said Transferee (300) Three hundred shares numbered 136301 to 136400, 133601 to 133700, 133401 to 133500 all inclusive of and in the undertaking called the Rawang Concessions Limited.

30

To hold unto the said Transferee, his Execu-
tors, Administrators, and assigns, subject to the

several conditions on which I held the same immediately before the execution hereof; and I the said Transferee, do hereby agree to accept and take the said shares subject to the conditions aforesaid.

As Witness our Hands and Seals this Fourteenth day of August in the year of our Lord One thousand nine hundred and forty seven.

Exhibits

"P.1.A".

Transfer, 300
Shares Rawang
Concessions
Limited,

14th August,
1947.

- continued.

10 Signed sealed and delivered)
by the above-named M.R.S.L.) Sd.M.R.S.L.Letchumanan
Letchumanan Chettiar in the) Chettiar
presence of:) (Seal)

Signature: Sd. Oh Eng Leong,
Address: United Traders Limited.
Occupation: Director.

Signed sealed and delivered)
by the above-named Chew Boon) Sd. Chew Boon Ee
Ee in the presence of:)

20 Signature: Sd. Oh Eng Leong.
Address: United Traders Limited,
Penang.
Occupation: Share Broker.

"P.1.B".

TRANSFER, 200 SHARES, RAWANG CONCESSIONS LIMITED

Stamps \$6/-.
Stamp Office, Penang.
14.8.47.

"P.1.B".

Transfer, 200
Shares, Rawang
Concessions
Limited,

14th August,
1947.

30 I/We Moona Roona Shayna Layna Letchumanan Chettiar of Penang in consideration of the sum of Dollars Two thousand (\$2,000/-) only paid by Chew Boon Ee, 37 Aboo Sittee Lane Penang (merchant) hereinafter called the said Transferee, do hereby bargain, sell, assign and transfer to the said Transferee (200) Two hundred shares numbered 169301 to 169400, 124801 to 124900 all inclusive of and in the undertaking called the Rawang Concessions Limited.

To hold unto the said Transferee, his Executors, Administrators and assigns, subject to the

Exhibits

"P.1.B".

Transfer, 200
Shares, Rawang
Concessions
Limited,

14th August,
1947.

- continued.

several conditions on which I held the same immediately before the execution hereof; and I the said Transferee, do hereby agree to accept and take the said shares subject to the conditions aforesaid.

As Witness our Hands and Seals this fourteenth day of August in the year of our Lord one thousand nine hundred and forty seven.

Signed sealed and delivered)
by the above-named M.R.S.L.) Sd.M.R.S.L.Letchumanan
Letchumanan Chettiar in the) Chettiar
presence of:) By his Attorney
Chidambaram Chettiar

10

Signature: Sd. Oh Eng Leong in Tamil.
Address: United Traders Limited. (Seal)
Occupation: Director.

Signed sealed and delivered)
by the above-named Chew Boon) Sd. Chew Boon Ee
Ee in the presence of:) (Seal)

Signature: Sd. Oh Eng Leong.
Address: United Traders Limited,
Penang.
Occupation: Share Broker.

20

"P.1.C".

Transfer, 200
Shares, Rawang
Tin Fields
Limited,

14th August,
1947.

"P.1.C".

TRANSFER, 200 SHARES, RAWANG TIN FIELDS LIMITED

Stamps \$1.80.
Stamp Office, Penang.
14.8.47.

I, Moona Roona Shayna Layna Letchumanan Chettiar of 142 Penang Street, Penang in consideration of the sum of Dollars Six hundred (\$600/-) only paid by Chew Boon Ee, 37, Abou Sittee Lane, Penang (Merchant) hereinafter called the Transferee.

30

Do hereby bargain, sell, assign, and transfer to the said Transferee (200) Two hundred shares numbered 223724 to 223923 inclusive of and in the undertaking called the Rawang Tin Fields Limited.

To Hold unto the said Transferee, his Executors, Administrators and Assigns, subject to the several conditions on which I held the same immediately before the execution hereof; and I the said Transferee, do hereby agree to accept and take the said shares subject to the conditions aforesaid.

As Witness our Hands and Seals, this Fourteenth day of August in the year of Our Lord One thousand nine hundred and forty seven.

Exhibits

"P.1.C".

Transfer, 200 Shares, Rawang Tin Fields Limited,

14th August, 1947.

- continued.

10 Signed sealed and delivered) by the above-named M.R.S.L. Letchumanan Chettiar in the presence of : Sd.M.R.S.L.Letchumanan Chettiar. (Seal)

Sd. ?
Agent,
Indian Overseas Bank Ltd.,
Penang.

20 Signed Sealed and delivered) by the above-named Chew Boon Ee in the presence of : Sd. Chew Boon Ee (Seal)

Signature: Oh Eng Leong.
Address: United Traders Ltd.,
Penang.
Occupation: Share Broker.

"P.1.D".

TRANSFER, 500 SHARES, KUNDANG TIN DREDGING LIMITED

Stamps \$6/-.
Stamp Office, Penang.
14.8.47.

"P.1.D".

Transfer, 500 Shares, Kundang Tin Dredging Limited,

14th August, 1947.

30 I/We Moona Roona Shayna Layna Letchumanan Chettiar of Penang in consideration of the sum of Dollars Two thousand (\$2,000/-) only paid by Chew Boon Ee, 37, Abou Sittee Lane, Penang (Merchant) hereinafter called the said Transferee,

Do hereby bargain, sell, assign and transfer to the said Transferee (500) Five hundred shares numbered 45242 to 45316, 14809 to 14833, 62205 to

Exhibits

"P.1.D".

Transfer, 500
Shares, Kundang
Tin Dredging
Limited,

14th August,
1947.

- continued.

62304, 47901 to 48000, 112567 to 112666, 91350 to 91449 inclusive of and in the undertaking called the Kundang Tin Dredging, Limited.

To Hold unto the said Transferee, his Executors, Administrators and assigns, subject to the several conditions on which I held the same immediately before the execution hereof; and I the said Transferee, do hereby agree to accept and take the said shares subject to the conditions aforesaid.

As Witness our Hands and Seals this Fourteenth day of August in the year of our Lord One thousand nine hundred and forty seven.

10

Signed sealed and delivered)
by the above-named M.R.S.L.) Sd. M.R.S.L. Letchumanan
Letchumanan Chettiar in the) Chettiar.
presence of:) (Seal)

Sd. ?
The Indian Overseas Bank Ltd.,
Penang.

Signed sealed and delivered)
by the above-named Chew Boon) Sd. Chew Boon Ee
Ee in the presence of:) (Seal)

20

Signature: Oh Eng Leong.
Address: United Traders Ltd.,
Penang.
Occupation: Share Brokers.

"D.5".

Transfer, 500
Shares, Takuapa
Valley Tin
Dredging,

14th August,
1947.

"D.5".

TRANSFER, 500 SHARES, TAKUAPA VALLEY TIN DREDGING.

Stamps \$5.25.
Stamp Office, Penang.
14.8.47.

30

I/We Moona Roona Shayna Layna Letchumanan Chettiar of Penang in consideration of the sum of Dollars Three thousand five hundred only paid by Chew Boon Ee, 37, Abou Sittee Lane, Penang (Merchant) hereinafter called the said Transferee,

Do hereby bargain, sell, assign and transfer

to the said Transferee (500) Five hundred shares numbered 181689 to 181788, 1401 to 1500, 207301 to 207400, 122616 to 122715, 70308 to 70407 inclusive of and in the undertaking called Takuapa Valley Tin Dredging No Liability.

Exhibits

"D.5".

Transfer, 500 Shares, Takuapa Valley Tin Dredging,

14th August, 1947.

- continued.

10 To Hold unto the said Transferee, his Executors, Administrators, and Assigns, subject to the several conditions on which I held the same immediately before the execution hereof; and I the said Transferee, do hereby agree to accept and take the said shares subject to the conditions aforesaid.

As Witness our Hands and Seals this Fourteenth day of August in the year of our Lord One thousand nine hundred and forty-seven.

Signed Sealed and delivered)
by the above-named M.R.S.L.) Signature of M.R.S.L.
Letchumanan Chettiar in the) Letchumanan Chettiar
presence of:) (in Tamil)

20 Witness (Signature: Sd. Oh Eng Leona
to sig- (Address: United Traders Ltd.,
nature: { Penang.
(Occupation: Director.

Signed Sealed and delivered)
by the above-named Chew Boon) Signature of
Ee in the presence of:) Chew Boon Ee

Witness (Signature: Sd. Oh Eng Leong
to sig- (Address: United Traders Ltd.,
nature: { Penang.
(Occupation: Director.

30 NOTE: The consideration-money set forth in a Transfer may differ from that which the first Seller will receive, owing to Sub-Sales by the Original Buyer. The Stamp Act requires that in such cases the consideration-money paid by the Sub-Purchaser shall be the one inserted in the Deed, as regulating the Ad Valorem Duty.

Instructions for Executing Transfers

When a transfer is executed out of United Kingdom, it is recommended that the signatures be

Exhibits

"D.5".

Transfer, 500
Shares, Takuapa
Valley Tin
Dredging,

14th August,
1947.

- continued.

attested by H.M. Consul or Vice Consul, a Clergyman, Magistrate, Notary Public or some other person holding a public position, as most Companies refuse to recognise Signatures not so attested. When a Witness is a female she must state whether she is a Spinster, Wife or Widow, and if a wife she must give her husband's name, address and quality, profession or occupation. The date must be inserted in words and not in figures.

Any alteration in this deed requires to be initialled by the Parties executing it and any alteration in the name or names of such parties will in addition require an endorsement guaranteeing that no sub-sales has taken place. 10

A Wife may not witness the signature of her Husband and vice versa.

Certified true copy
BOUSTEAD & CO. LTD.
Sd. J.A.Gibson.

Manager, Estates & Mines Dept. 20

"D.6".

Transfer, 300
Shares, Takuapa
Valley Tin
Dredging.

14th August,
1947.

"D.6".

TRANSFER, 300 SHARES, TAKUAPA VALLEY TIN DREDGING.

Stamp Office
Penang impressed
14.8.47 Stamp
\$3.15.

I/We Moona Roona Shayna Layna Letchumanan Chettiar of Penang in consideration of the sum of Dollars Two thousand one hundred only paid by Chew Boon Te 37, Abou Sittee Lane, Penang (Merchant) hereinafter called the said Transferee 30

Do hereby bargain, sell, assign and transfer to the said Transferee (300) Three hundred shares numbered 173089 to 173188, 50301 to 50400, 4901 to 500 inclusive of and in the undertaking called Takuapa Valley Tin Dredging No Liability.

To Hold unto the said Transferee, his Executors, Administrators and Assigns, subject to the several conditions on which I held the same immediately before the execution hereof; and I the said 40

Transferee, do hereby agree to accept and take the said shares subject to the conditions aforesaid.

Exhibits

"D.6".

As Witness our Hands and Seals this Fourteenth day of August in the year of our Lord One thousand nine hundred and forty-seven.

Transfer, 300 Shares, Takuapa Valley Tin Dredging.

Signed sealed and delivered by the above-named M.R.S.L. Letchumanan Chettiar in the presence of: } Signature of M.R.S.L. Letchumanan Chettiar (in Tamil)

14th August, 1947.
- continued.

10 Witness (Signature: Sd. ?
to sig- (Address: The Chop of The
nature: { Indian Overseas
Bank Ltd., Penang
(Occupation: Agent.

Signed sealed and delivered by the above-named Chew Boon Ee in the presence of: } Signature of Chew Boon Ee

20 Witness (Signature: Sd. Oh Eng Chuan
to sig- (Address: United Traders Ltd.,
nature: { Penang.
(Occupation: Sharebroker.

NOTE; The consideration-money set forth in a Transfer may differ from that which the first Seller will receive, owing to sub-sales by the original buyer. The Stamp Act requires that in such cases the consideration-money paid by the Sub-Purchaser shall be the one inserted in the Deed, as regulating the Ad Valorem Duty:-

Instructions for Executing Transfers

30 When a transfer is executed out of United Kingdom, it is recommended that the signatures be attested by H.M. Consul or Vice Consul, a Clergyman, Magistrate, Notary Public or some other person holding a public position, as most Companies refuse to recognise signatures not so attested. When a Witness is a female she must state whether she is a Spinster, Wife or Widow, and if a wife she must give her husband's name, address and quality, profession or occupation. The date must be inserted
40 in words and not in figures.

Exhibits

"D.6".

Transfer, 300
Shares, Takuapa
Valley Tin
Dredging.

14th August,
1947.

- continued.

Any alteration in this deed requires to be initialled by the Parties executing it and any alteration in the name or names of such parties will in addition require an endorsement guaranteeing that no sub-sales has taken place.

A Wife may not witness the Signature of her husband and vice versa.

Certified true copy
BOUSTEAD & CO. LTD.
Sd. J.A.Gibson.

10

Manager, Estates & Mines Dept.

"Annexure to
D.6".

Certificate of
Identity of
Transferor,

14th August,
1947.

"ANNEXURE TO D.6"

CERTIFICATE OF IDENTITY OF TRANSFEROR

We hereby certify that the Transferor, Moona Roona Shayna Layna Letchumanan Chettiar, of Penang, is personally known to us, and, to the best of our knowledge and belief, he is the person named in the attached share certificates No. E.3597, E.3600, E.3601, E.3032, E.3033, E.3027, E.3028, E.3029, E.3030, E.3031, E.3829, E.3828, E.3599, E.3598, and E.3830 for One thousand five hundred (1,500) shares in TAKUAPA VALLEY TIN DREDGING NO LIABILITY numbered 173089/173188; 50301/50400; 4901/5000; 194501/194600; 174589/174688; 33701/33800; 200301/200400; 246090/246189; 225161/225260; 32901/33000; 181689/181788; 1401/1500; 207301/207400; 122616/122715 and 70308/70407 all inclusive.

20

We confirm that the transferor's signature appearing on the transfer deed is that of Moona Roona Shayna Layna Letchumanan Chettiar, of Penang.

30

Sd. ?

The Chop of the Indian
Overseas Bank Ltd., Penang.

Date 14/8/1947.

Certified true copy
BOUSTEAD & CO., LTD.,

Sd. J.A.Gibson,

Manager, Estates & Mines Dept.

"D.7".

Exhibits

"D.7".

TRANSFER, 700 SHARES, TAKUAPA VALLEY TIN DREDGING.

Stamp Office
Penang impressed
14.8.47. Stamped
\$7.35.

Transfer, 700
Shares, Takuapa
Valley Tin
Dredging,

14th August,
1947.

10 I/We Moona Roona Shayna Layna Letchumanan Chettiar of Penang in consideration of the sum of Dollars Four thousand nine hundred only paid by Chew Boon Ee 37, Aboo Sittee Lane, Penang (Merchant) hereinafter called the said Transferee.

Do hereby bargain, sell, assign and transfer to the said Transferee (700) Seven hundred shares numbered 194501 to 194600, 174589 to 174688, 33701 to 33800, 200301 to 200400, 246090 to 246189, 225161 to 225260, 32901 to 33000 inclusive of and in the undertaking called Takuapa Valley Tin Dredging No Liability

20 To Hold unto the said Transferee, his Executors, Administrators, and Assigns, subject to the several conditions on which I held the same immediately before the execution hereof; and I the said Transferee, do hereby agree to accept and take the said shares subject to the conditions aforesaid.

As Witness our hands and seals this Fourteenth day of August in the year of our Lord One thousand nine hundred and forty-seven.

30 Signed sealed and delivered) Signature of M.R.S.L.
by the above-named M.R.S.L.) Letchumanan Chettiar
Letchumanan Chettiar in the) (in Tamil)
presence of:

Witness(Signature: Sd. ?
to sig- { The Chop of the
nature: { Indian Overseas
Bank Ltd. Penang
{ Address: Penang.
{ Occupation: Agent.

40 Signed sealed and delivered) Signature of
by the above-named Chew Boon) Chew Boon Ee
Ee in the presence of:)

Witness(Signature: Sd. Oh Eng Chuan.
to sig- { Address: United Traders Ltd.,
nature: { Penang.
{ Occupation: Sharebroker.

Exhibits

"D.7".

Transfer, 700
Shares, Takuapa
Valley Tin
Dredging,

14th August,
1947.

- continued.

NOTE: The consideration-money set forth in a Transfer may differ from that which the first Seller will receive, owing to the Sub-Sales by the original buyer. The Stamp Act requires that in such cases the consideration-money paid by the Sub-Purchaser shall be the one inserted in the Deed, as regulating the Ad Valorem Duty.

Instructions for Executing Transfers

When a transfer is executed out of United Kingdom, it is recommended that the signatures be attested by H.M. Consul or Vice Consul, a Clergyman, Magistrate, Notary Public or some other person holding a public position, as most Companies refuse to recognise Signatures not so attested. When a Witness is a female she must state whether she is a Spinster, Wife or Widow, and if a wife she must give her husband's name, address and quality profession or occupation. The date must be inserted in words and not in figures. 10

Any alteration in this deed requires to be initialled by the Parties executing it and any alteration in the name or names of such parties will in addition require an endorsement guaranteeing that no sub-sales has taken place. 20

A Wife may not witness the Signature of her Husband and vice versa.

Certified true copy
BOUSTEAD & CO. LTD.
Sd. J.A. Gibson
Manager, Estates & Mines Dept. 30

"AB-A. p.1A".

LETTER, FIFTH RESPONDENT TO UNITED TRADERS LIMITED
re RAWANG TIN FIELDS LIMITED

HARRISONS & CROSFIELD (MALAYA) LTD.

Kuala Lumpur.

20th August, 1947.

REGISTERED

Messrs. United Traders Ltd.,
Beach Street, Penang.

10 Dear Sirs,

Rawang Tin Fields Ltd.
Chew Boon Ee

With reference to your letter of 14th August,
we return herewith all the documents together with
cash \$5/- as we are unable to register the trans-
fer because of a Caveat.

Kindly acknowledge receipt.

Yours faithfully,
HARRISONS & CROSFIELD (M) LTD.

20

Sd. L. H. Clarke.

"AB-A. p.1B".

LETTER, FIFTH RESPONDENT TO UNITED TRADERS LIMITED
re KUNDANG TIN DREDGING LIMITED

HARRISONS & CROSFIELD (MALAYA) LTD.

Kuala Lumpur,

20th August, 1947.

REGISTERED

Messrs. United Traders Ltd.,
Beach Street, Penang.

30

Dear Sirs,

Kundang Tin Dredging Ltd.,
Chew Boon Ee

With reference to your letter of 14th August,
we return herewith all the documents together with
cash \$5/- as we are unable to register the trans-
fer because of a Caveat.

Kindly acknowledge receipt.

Yours faithfully,
HARRISONS & CROSFIELD (M) LTD.

Sd. L.H.Clarke

Exhibits

"AB-A. p.1A".

Letter, Fifth
Respondent to
United Traders
Limited,
re Rawang Tin
Fields Limited,

20th August,
1947.

"AB-A. p.1B".

Letter, Fifth
Respondent to
United Traders
Limited, re
Kundang Tin
Dredging
Limited,

20th August,
1947.

Exhibits

"AB-A. p.1C".

"AB-A. p.1C".
Letter, Fifth
Respondent to
United Traders
Limited, re
Rawang
Concessions
Limited,
20th August,
1947.

LETTER, FIFTH RESPONDENT TO UNITED TRADERS LIMITED,
re RAWANG CONCESSIONS LIMITED

HARRISONS & CROSFIELD (MALAYA) LTD.

Kuala Lumpur,
20th August 1947.

REGISTERED

Messrs. United Traders Ltd.,
Beach Street, Penang.

Dear Sirs,

Rawang Concessions Ltd.
Chew Boon Ee

10

With reference to your letter of 14th August,
we return herewith all the documents together with
cash \$5/- as we are unable to register the trans-
fers because of a Caveat.

Kindly acknowledge receipt.

Yours faithfully,

HARRISONS & CROSFIELD (M) LTD.

Sd. L. H. Clarke.

20

"D.19"

"D.19".

Letters of
Administration
and Schedules,
15th September,
1950.

LETTERS OF ADMINISTRATION, and SCHEDULES

IN THE SUPREME COURT OF THE FEDERATION OF MALAYA
IN THE HIGH COURT AT PENANG

Petition No. 28 of 1950

In the Estate of M.R.S.L. Letchumanan Chettiar
alias Moona Roona Shayna Layna
Letchumanan Chettiar alias Moona
Roona Shayna Layna Letchumanan
Chettiar son of Murugappa Chet-
tiar.

30

GRANT OF LETTERS OF ADMINISTRATION

BE IT KNOWN THAT M.R.S.L. Letchumanan Chettiar
son of Murugappa Chettiar of Devakottai, Ramnad
District, South India died on the 16th day of No-
vember, 1942, intestate AND BE IT FURTHER KNOWN
THAT on the 7th day of March, 1950, administration
of all the moveable and immoveable property of the

Federation of Malaya which by law devolves to and vests in the personal representative of the said intestate was granted by this Court to L.Ramanathan Chettiar son of Letchumanan Chettiar of 108, Belfield Street, Ipoh, a natural and lawful son and one of the next-of-kin of the said intestate

Exhibits

"D.19".

Letters of Administration and Schedules, 15th September, 1950.

- continued.

AND BE IT FURTHER KNOWN THAT on the date hereunder written these Letters of Administration were issued to the said administrator, he having given ^{trix she}

10 the security required by this Court for the due administration of the said property, a schedule whereof is hereunto annexed.

GIVEN under my hand and the seal of the Court at Ipoh this 15th day of September 1950.

L.S. Sd. V.R.T. Rangam,
Ag. Assistant Registrar

(29) in E.D.O.R. E.58/50.

20 Estate of M.R.S.L. Letchumanan Chettiar alias Moona Roona Shayna Layna Letchumanan Chettiar, Moona Roona Shayna Layna Letchumanan Chettiar son of Murugappa Chettiar, deceased.

The Registry at Ipoh.

(Affidavit delivered the 1st day of March, 1950)

SCHEDULE of the property of the above-named deceased:

Gross Value

	<u>Assets - personal</u>	₹	¢
1.	1,000 Shares in Hong Fatt (Sungei Besi) Ltd.	387	50
30 2.	300 Shares in Larut Tin Fields Ltd.	226	50
3.	Money due from A.K.Firm, 108 Belfield Street, on current account	2,000	00
4.	Deceased's 3/4th share in the firm of M.R.S.L., Penang as per Schedule "A" in statement pages 1 to 6 attached	30,953	51
5.	Amount due on current account in the M.R.S.L. Firm, Penang	31,508	64
		<u>65,076</u>	<u>15</u>
	<u>LIABILITIES</u>	Nil	
40	Nett value	<u>65,076</u>	<u>15</u>

Filed this 8th day of September 1950.

Sd. V.R.T. Rangam,
Assistant Registrar,
Ipoh.

ExhibitsCERTIFICATE OF PAYMENT

"D.19".

Letters of
Administration
and Schedules,
15th September,
1950.

- continued.

I hereby certify that \$ being the estate
duty payable in respect of the property aforesaid
has been paid

or that I have allowed payment of the estate duty
payable in respect of the property aforesaid to
be postponed.

Dated at Kuala Lumpur, this 4th day of September,
1950.

Sd. Lee Kuan Yew,
Ag. Collector of Estate Duty,
Federation of Malaya.

10

(29A) E.D.O.E. 58/50.

SCHEDULE "A"FIRM OF M.R.S.L. PENANG

	<u>Assets</u>		\$	¢	
x	x	x	x	x	
2.	200 shares in Rawang Tin Fields Ltd.		184	00	
x	x	x	x	x	20
5.	1,500 shares in Takuapa Valley Tin Dredging N.L.		2,557	50	
6.	500 shares in Rawang Concessions Ltd.		1,452	50	
x	x	x	x		
9.	500 shares in Kundang Tin Dredging Ltd.		1,270	00	
x	x	x	x		
Carried forward Total			14,569	00	

Sd. Lee Kuan Yew,
Ag. Collector of Estate Duty,
Federation of Malaya.

30

"AB-A. p.2".LETTER, KHOO SOON CHEE TO FIFTH RESPONDENT.

25th September, 1951

Messrs.Harrisons & Crosfield (Malaya) Ltd.,
P.O. Box 1007,
Kuala Lumpur.

Dear Sirs,

Moona Roona Shayna Layna
Letchumanan Chettiar
and
Chew Boon Ee

10

Some time I wrote to you regarding the under-mentioned shares on behalf of Mr. Chew Boon Ee in whose possession the scrips and relative transfers are and you were good enough to supply me with a Caveat against the shares by the Indian Overseas Bank Limited Penang.

Rawang Concessions Limited

Certificate No.	No. of Shares	Progressive Nos. of Shares	Date of Certificate
M 2146	100	136301 to 136400	21.12.40
M 2147	100	133601 to 133700	"
M 2148	100	133401 to 133500	"
M 2181	100	169301 to 169400	21. 5.41
M 2182	100	124801 to 124900	"

20

Kundang Tin Dredging Limited

M 2116	100	45242 to 45316(75) 14809 to 14833(25)	22.2.41 "
M 2117	100	62205 to 62304	"
M 2118	100	47901 to 48000	"
M 2119	100	112567 to 112666	"
M 2146	100	91350 to 91449	26.2.41

30

Rawang Tin Fields Limited

M 5032	200	223724 to 223923	23.10.37
--------	-----	------------------	----------

The copy of the Caveat as well as your letter to me and a copy of mine to you has been mislaid and cannot be found.

I shall be obliged if you will be good enough to send me another copy of the Caveat as well as

Exhibits"AB-A.p.2".

Letter, Khoo
Soon Chee to
Fifth
Respondent,
25th September,
1951.

Exhibits

"AB-A. p.2".

Letter, Khoo
Soon Chee to
Fifth
Respondent,
25th September,
1951
- continued.

copies of your letter to me as well as mine to you.

Enclosed please find \$6/- for copying fees.
I regret troubling you in the matter.

Yours faithfully,
Sd. Khoo Soon Chee.

Encl.

"AB-A. p.3".

Letter, Fifth
Respondent to
Khoo Soon Chee,
28th September,
1951.

"AB-A. p.3".

LETTER, FIFTH RESPONDENT TO KHOO SOON CHEE

Kuala Lumpur,
28th September, 1951. 10

Khoo Soon Chee, Esq.,
10-A, Beach Street,
Penang.

Dear Sir,

M.R.S.L. Letchumanan Chettiar
and Chew Boon Ee

We acknowledge receipt of your letter of the
25th instant together with cash \$6/- in payment of
copying fees for which we thank you.

The matter is receiving our attention. 20

A/c Rawang Concessions Ltd.,	\$2.00
" Kundang Tin Dredging Ltd.,	\$2.00
" Rawang Tin Fields Ltd.,	\$2.00
	<u>\$6.00</u>

Yours faithfully,

Rawang Concessions Ltd.,
Kundang Tin Dredging Ltd.,
Rawang Tin Fields Ltd.,

Harrisons & Crosfield (Malaya) Ltd.,

Sd. -

Agents & Secretaries,
Registrars.

30

"AB-A. p.4".

LETTER, FIFTH RESPONDENT TO KHOO SOON CHEE

96, Ampang Road,
Kuala Lumpur,
10th October, 1951.

Share Transfer Department

Khoo Soon Chee, Esq.,
10-A, Beach Street,
Penang.

10 Dear Sir,

M.R.S.L.Letchumanan Chettiar

We refer to your letter of 25th September, 1951, and our acknowledgment of 28th September, 1951 regarding copies of Caveats and letters exchanged in this connection.

20 Copies of the Caveats are available but some difficulty is being experienced in locating copies of the letters exchanged and for this reason we will require approximate dates of the letters in question.

Yours faithfully,

Rawang Concessions Limited
Kundang Tin Dredging Limited
Rawang Tin Fields Limited

Harrisons & Crosfield (M) Ltd.
Registrars.

Sd.

"AB-A. p.5".

LETTER, KHOO SOON CHEE TO FIFTH RESPONDENT

12th October, 1951.

30

Messrs.Harrisons & Crosfield (Malaya) Limited,
Share Transfer Department,
P.O. Box 1007,
96, Ampang Road,
Kuala Lumpur.

Dear Sirs,

M.R.S.L.Letchumanan Chettiar

I have for acknowledgment your letter of the 10th instant.

Exhibits

"AB-A. p.4".

Letter, Fifth
Respondent to
Khoo Soon Chee,
10th October,
1951.

"AB-A. p.5".

Letter, Khoo
Soon Chee to
Fifth
Respondent.
12th October,
1951.

Exhibits

"AB-A. p.5".

Letter, Khoo
Soon Chee to
Fifth
Respondent,
12th October,
1951
- continued.

As far as I can recollect it would be some time before the Moratorium was lifted that the letters were exchanged. It does not matter very much about them.

Please let me know if the Caveats have been withdrawn when you forward me copies of them.

Yours faithfully,
Sd. Khoo Soon Chee.

"AB-A. p.6".

Letter, Fifth
Respondent to
Khoo Soon Chee,
18th October,
1951.

"AB-A. P.6".

LETTER, FIFTH RESPONDENT TO KHOO SOON CHEE

10

96, Ampang Road,
Kuala Lumpur,
18th October, 1951.

REGISTERED

Share Transfer Department

Khoo Soon Chee, Esq.,
10-A, Beach Street,
Penang.

Dear Sir,

M.R.S.L.Letchumanan Chettiar deceased

20

We thank you for your letter of 12th instant and note that you will waive all copies of our letters exchanged in this connection.

As requested we enclose herewith three certified copies of Caveats lodged by the Indian Oversea Bank, Penang and have to advise that these Caveats have not been withdrawn yet.

Kindly acknowledge receipt.

Yours faithfully,

Rawang Concessions Limited
Kundang Tin Limited
Rawang Tin Fields Limited.

30

Harrisons & Crosfield (M) Limited.

Sd.

Registrars.

Encls. As stated

T/LWT.

"AB-A. p.10".

LETTER, KHOO SOON CHEE TO FIFTH RESPONDENT

22nd October, 1951

Messrs.Harrisons & Crosfield (Malaya) Ltd.,
P.O. Box 1007,
96, Ampang Road,
Kuala Lumpur.

Dear Sirs,

M.R.S.L.Letchumanan Chettiar deceased

10 I am in receipt of your letter of the 18th instant and 3 certified copies of Caveats herein for which I thank you.

I note that they have not yet been withdrawn.

Yours faithfully,

Sd. Khoo Soon Chee.

"AB-B. pp. 15 & 16".

LETTER, FIRST RESPONDENT'S SOLICITORS TO FIFTH RESPONDENT.

20

Mercantile Bank Building,
Ipoh,
Federation of Malaya,
24th April, 1953.

Harrisons & Crosfield (Malaya) Ltd.,
Share Transfer Dept.,
P.O. Box 1007,
96, Ampang Road,
Kuala Lumpur.

Dear Sirs,

30

Re; M.R.S.L. Letchumanan Chettiar -
Lost Share Certificates.
Rawang Concessions Limited,
Rawang Tin Fields Limited
and Kundang Tin Fields Limited.

Exhibits

"AB-A. p.10".

Letter, Khoo
Soon Chee to
Fifth
Respondent.

22nd October,
1951.

"AB-B.

pp. 15 & 16"

Letter, First
Respondent's
Solicitors to
Fifth
Respondent,

24th April 1953.

We thank you for your three letters of the

Exhibits

"AB-B.

pp.15 & 16".

Letter, First
Respondent's
Solicitors to
Fifth
Respondent,

24th April 1953

- continued.

18th instant with the enclosures mentioned therein. In view of the fact that the three applications for replacement of the lost share certificates in the above companies are being dealt with by the same person in this office under one file, and the same person in your office appears to be dealing with the applications, we trust that you will have no objection to us writing only one letter in future to yourselves in respect of three matters in the place of the three which we have been writing. If this suggestion on our part will inconvenience or embarrass you in any manner we shall of course revert back to the former practice of writing one letter in respect of each application.

10

We have now had an opportunity of discussing these applications with our client and must advise you as follows:- The registered proprietor of the shares manifested by the lost certificates is M.R. S.L. Letchumanan Chettiar who died in Madras Province, S. India, on the 16th November, 1942.

20

On the 7th March 1950 a Grant of Letters of Administration in respect of the Malayan assets of M.R.S.L. Letchumanan Chettiar deceased was granted out of the High Court at Ipoh to L. Ramanathan Chettiar the son of the deceased.

On the 20th March 1952 L. Ramanathan Chettiar prior to proceeding to India executed in favour of Vinaitheethan Chettiar of 108 Belfield Street, Ipoh, a power of attorney authorising Vinaitheethan Chettiar to administer and wind up the estate of the deceased on behalf of L. Ramanathan Chettiar. The power of attorney was registered with Rawang Concessions Limited on the 30th May 1952, with Kundang Tin Dredging Limited on the 31st May 1952 and with Rawang Tin Fields Limited on the 2nd June 1952. The registration of the Power of Attorney with these companies is evidenced by the stamped endorsement of the companies upon the same. We should also mention at this stage that we have been instructed that the donee of the power of attorney namely Vinaitheethan Chettiar was the brother-in-law of the deceased.

30

40

The difficulty which has arisen in this case is to find a person able to make the necessary declarations of identity. We have discussed this matter with Vinaitheethan Chettiar who has instructed us that so far as he is aware there is no

person in a responsible position at present in Malaya who is able to make the necessary declarations of identity. He has further instructed us that as over ten years have elapsed since the death of the deceased it will be, in his opinion, almost impossible to find a responsible person in India who is able to make the declaration of identity.

10 Vinaitheethan Chettiar has suggested to us that provided the Certificates of indemnity are executed by the Commercial Union Assurance Co. Ltd. you may be agreeable to him making the necessary declarations of identity as he knew the deceased well for many years. We hope you will consider this suggestion favourably as we do feel that there is little likelihood of anything going wrong in this matter as the Supreme Court has issued the Grant of Letters of Administration and registered the Power of Attorney, which between them show
20 Vinaitheethan Chettiar's right to make these applications.

If you still require the declarations of identity to be made by a person holding a responsible position, it will probably entail us embarking upon a search all over India for a person in a position to make the declarations, with only a remote chance of finding a person satisfactory to yourselves.

In these circumstances we trust that you will be prepared to accept the declarations of identity if the same are made by Vinaitheethan Chettiar.

30

Yours faithfully,

Sd. Maxwell, Kenion, Cowdy & Jones.

P.S. We regret that we did not mention in the body of this letter that our client agrees to defray the costs of and incidental to the advertising in a local newspaper of the loss of the certificates.

Sd.

Exhibits
"AB-B.
pp.15 & 16".
Letter, First
Respondent's
Solicitors to
Fifth
Respondent,
24th April 1953
- continued.

Exhibits

"D.17"

Three Statutory
Declarations
as to Lost
Certificates,
26th May, 1953.

"D.17"

THREE STATUTORY DECLARATIONS AS TO LOST
CERTIFICATES.

₹1/- Revenue Stamps.
Stamp Office, Ipoh.
26.5.53.

FORM 2

RAWANG TIN FIELDS LIMITED

STATUTORY DECLARATION

I, Vinaitheethan Chettiar son of Krishnan Chettiar of 108 Belfield Street in the township of Ipoh in the State of Perak do solemnly and sincerely declare that :- 10

1. I am the lawful attorney of L.Ramanathan Chettiar son of Letchumanan Chettiar formerly of 108, Belfield Street, Ipoh aforesaid but now of Devakottai, Ramnad District, South India the personal representative of Moona Roona Shayna Layna Letchumanan Chettiar son of Murugappa Chettiar deceased the registered proprietor of two hundred shares numbered 223724 to 223923 in the above-named Company and that a certificate in respect of the said shares was issued to the deceased some time before the 7th day of December 1941. 20

2. I have caused a search to be made for the said certificate, but after careful search have been unable to find it.

3. Since the said certificate was issued the shares comprised therein were pledged to the Penang Branch of the Indian Overseas Bank Limited to secure an overdraft at the said bank. I do further solemnly and sincerely declare that to the best of my knowledge information and belief all monies secured by the said pledge have now been repaid and there is no monies owing to the said Bank by the estate of the Deceased. 30

4. Other than the lien referred to in the third paragraph of this my affidavit the said certificate has not to the best of my knowledge information and belief since the same was issued been sold 40

pledged or in any other way dealt with or a transfer signed in respect thereof so as to give a third party any right interest or title to the shares comprised therein and the same is the absolute property of the estate of the deceased.

5. To the best of my knowledge and belief the said certificate has either been lost or been accidentally destroyed.

Exhibits

"D.17".

Three Statutory
Declarations
as to Lost
Certificates,
26th May, 1953
- continued.

10 And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Enactment.

Subscribed and solemnly
declared by the above-
named Vinaitheethan }
Chettiar at Ipoh in the } Sd. Vinaitheethan
State of Perak this 26th } Chettiar
day of May 1953 } in Tamil.

20 Before me,
Sd. M. S. Mahendran
Commissioner for Oaths.

Duplicate Certificate when issued is to be sent to Messrs. Maxwell, Kenion, Cowdy & Jones of Mercantile Bank Buildings, Ipoh.

L. Ramanathan Chettiar
by his attorney

Sd. Vinaitheethan Chettiar
in Tamil.

Signature of Shareholder.

30 This is the Exhibit marked "Form 2", referred to in the Statutory Declaration of Vinaitheethan Chettiar son of Krishnan Chettiar sworn before me this 26th day of May 1953.

Sd. M. S. Mahendran,
Commissioner for Oaths.

Exhibits

"D.17".

₹1/- Revenue Stamp
Stamp Office, Ipoh
26.5.53.

Three Statutory
Declarations
as to Lost
Certificates,
26th May, 1953
- continued.

FORM 2KUNDANG TIN DREDGING LIMITEDSTATUTORY DECLARATION

I, Vinaitheethan Chettiar son of Krishnan Chettiar of 108, Belfield Street in the township of Ipoh in the State of Perak do solemnly and sincerely declare that :-

1. I am the lawful attorney of L. Ramanathan Chettiar son of Letchumanan Chettiar formerly of 108, Belfield Street, Ipoh aforesaid but now of Devakottai, Ramnad District, South India the personal representative of Moona Roona Shayna Layna Letchumanan Chettiar son of Murugappa Chettiar deceased the registered proprietor of five hundred shares numbered 45242 to 45316, 14809 to 14833, 62205 to 62304, 47901 to 48000, 112567 to 112666 and 91350 to 91449 in the above-named Company and that certificates in respect of the said shares were issued to the Deceased some time before the 7th day of December 1941. 10
2. I have caused a search to be made for the said certificates, but after careful search have been unable to find them. 20
3. Since the said certificates were issued the shares comprised therein were pledged to the Penang Branch of the Indian Overseas Bank Limited to secure an overdraft at the said Bank. I do further solemnly and sincerely declare that to the best of my knowledge information and belief all monies secured by the said pledge have now been repaid and there is no monies owing to the said Bank by the estate of the Deceased. 30
4. Other than the lien referred to in the third paragraph of this my affidavit the said certificates have not to the best of my knowledge information and belief since the same were issued been sold pledged or in any other way dealt with or a transfer signed in respect thereof so as to give a 40

third party any right interest or title to the shares comprised therein and the same are the absolute property of the estate of the deceased.

5. To the best of my knowledge and belief the said certificates have either been lost or been accidentally destroyed.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Enactment.

10

Subscribed and solemnly declared by the above- named Vinaitheethan Chettiar at Ipoh in the State of Perak this 26th day of May 1953	}	Sd. Vinaitheethan Chettiar in Tamil.
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Before me,
Sd. M. S. Mahendran,
Commissioner for Oaths.

20

Duplicate certificates when issued are to be sent to Messrs. Maxwell, Kenion, Cowdy & Jones of Mercantile Bank Building, Ipoh.

L. Ramanathan Chettiar
by his Attorney.
Sd. Vinaitheethan Chettiar
Signature of Shareholder.

This is the Exhibit marked "Form 2" referred to in the Statutory Declaration of Vinaitheethan Chettiar son of Krishnan Chettiar sworn before me this 26th day of May 1953.

Sd. M. S. Mahendran,
Commissioner for Oaths.

Exhibits

"D.17".

Three Statutory
Declarations
as to Los
Certificates,

26th May, 1953

- continued.



Exhibits

"D.17".

₹1/- Revenue Stamp
Stamp Office, Ipoh
26.5.53.

Three Statutory
Declarations
as to Lost
Certificates,
26th May, 1953
- continued.

FORM 2RAWANG CONCESSIONS LIMITEDSTATUTORY DECLARATION

I, Vinaitheethan Chettiar son of Krishnan Chettiar of 108, Belfield Street in the township of Ipoh in the State of Perak do solemnly and sincerely declare that :-

10

1. I am the lawful attorney of L. Ramanathan Chettiar son of Letchumanan Chettiar formerly of 108, Belfield Street, Ipoh aforesaid but now of Devakottai, Ramnad District, South India the personal representative of Moona Roona Shayna Layna Letchumanan Chettiar son of Murugappa Chettiar deceased the registered proprietor of five hundred shares numbered 136301 to 136400, 133601 to 133700, 133401 to 133500, 169301 to 169400 and 124801 to 124900 in the above-named Company and that certificates in respect of the said shares were issued to the deceased some time before the 7th day of December 1941.

20

2. I have caused a search to be made for the said certificates, but after careful search have been unable to find them.

3. Since the said certificates were issued the shares comprised therein were pledged to the Penang Branch of the Indian Overseas Bank Limited to secure an overdraft at the said Bank. I do further solemnly and sincerely declare that to the best of my knowledge information and belief all monies secured by the said pledge have now been repaid and there is no monies owing to the said Bank by the estate of the Deceased.

30

4. Other than the lien referred to in the third paragraph of this my affidavit the said certificates have not to the best of my knowledge information and belief since the same were issued been sold pledged or in any other way dealt with or a transfer signed in respect thereof so as to give a

40

third party any right interest or title to the shares comprised therein and the same are the absolute property of the estate of the deceased.

5. To the best of my knowledge and belief the said certificates have either been lost or been accidentally destroyed.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Enactment.

10

Subscribed and solemnly declared by the above-named Vinaitheethan Chettiar at Ipoh in the State of Perak this 26th day of May, 1953

Sd. Vinaitheethan Chettiar
In Tamil.

Before me,

Sd. M. S. Mahendran

Commissioner for Oaths.

20

Duplicate Certificates when issued are to be sent to Messrs. Maxwell, Kenion, Cowdy & Jones of Mercantile Bank Building, Ipoh.

L. Ramanathan Chettiar
by his attorney

Sd. Vinaitheethan Chettiar
in Tamil

Signature of Shareholder.

30

This is the exhibit marked "Form 2", referred to in the Statutory Declaration of Vinaitheethan Chettiar son of Krishnan Chettiar sworn before me this 26th day of May 1953.

Sd. M. S. Mahendran,

Commissioner for Oaths.

Exhibits

"D.17".

Three Statutory Declarations as to Lost Certificates.

26th May, 1953
- continued.

Exhibits"AB-A. p.11"."AB-A. p.11"LETTER, APPELLANT'S SOLICITOR TO FIFTH RESPONDENT.

Letter,
Appellant's
Solicitors to
Fifth
Respondent,

24th June, 1954

Messrs. Harrisons & Crosfield (Malaya) Ltd.,
Kuala Lumpur.

24th June, 1954. Dear Sirs,

I am acting for Mr. Chew Boon Ee of No.37 Abou
Sittee Lane Penang to write to you in connection
with the following :-

- (1) 200 shares in Rawang Tin Fields Limited 10
numbered 223724 to 223923 inclusive in the
name of Moona Roona Shayna Layna Letchu-
manan Chettiar.
- (2) 500 shares in Rawang Concessions Limited
numbered 136301 to 136400, 133601 to
133700, 133401 to 133500, 169301 to 169400
and 124801 to 124900 inclusive in the name
of Moona Roona Shayna Layna Letchumanan
Chettiar.
- (3) 500 shares in Kundang Tin Dredging Limited 20
numbered 45242 to 45316, 14809 to 14833,
62205 to 62304, 47901 to 48000, 112567 to
112666 and 91350 to 91449 inclusive in the
name of Moona Roona Shayna Layna Letchu-
manan Chettiar.

The above shares together with the necessary
transfers were sent to you for registration on
14th August 1947 by Messrs. United Traders. You
replied that the said shares could not be registered
because of a Caveat.

30

I shall be much obliged if you will kindly
inform me whether the Caveat has been lifted and
whether the shares can now be registered in the
name of my client.

Yours faithfully,

Sd. G. H. Goh

"AB-A. p.12"LETTER, FIFTH RESPONDENT TO APPELLANT'S SOLICITOR.96, Ampang Road,
Kuala Lumpur.

29th June, 1954.

SHARE TRANSFER DEPARTMENTExhibits"AB-A. p.12"Letter, Fifth
Respondent to
Appellant's
Solicitor,

29th June 1954.

G. H. Goh, Esq.,
4, Church Street,
Penang.

10 Dear Sir,

We acknowledge receipt of your letter of 24th instant, and confirm that the caveat on the under-mentioned shares has since been lifted, and that the shares in question can now be registered in the name of your client.

RAWANG TIN FIELDS LIMITED

<u>Cert. No.</u>	<u>Name</u>	<u>Distinctive Nos.</u>	<u>No. of Shares</u>
20 M 5032	Moona Roona Shayna Layna Letchumanan Chettiar	223724 - 223923	200

RAWANG CONCESSIONS LIMITED

M 2146	Moona Roona Shayna	136301 - 136400	100
M 2147	Layna Letchumanan	133601 - 133700	100
M 2148	Chettiar	133401 - 133500	100
M 2181	- do -	169301 - 169400	100
M 2182	- do -	124801 - 124900	100

KUNDANG TIN DREDGING LIMITED

30 M 2116	Moona Roona Shayna	45242 - 45316	75
M 2116	Layna Letchumanan	14809 - 14833	25
M 2117	Chettiar	62205 - 62304	100
M 2118	- do -	47901 - 48000	100
M 2119	- do -	112567 - 112666	100
M 2146	- do -	91350 - 91449	100

In this connection, we shall be obliged if you will confirm our understanding that the share certificates, together with the relative transfers, covering the above shares are in the possession of your client.

40

Yours faithfully,
HARRISONS & CROSFIELD (MALAYA) LTD.

Registrars.

NCB/LWT.

Sd. A.H.B. ALEXANDER

Exhibits"AB-A. p.13""AB-A. p.13"LETTER, APPELLANT'S SOLICITOR TO FIFTH RESPONDENT

Letter,
Appellant's
Solicitor to
Fifth
Respondent,
30th June, 1954.

REGISTERED

30th June, 1954.

Messrs. Harrisons & Crosfield (Malaya) Ltd.,
Share Transfer Department,
P.O. Box 1007,
96, Ampang Road,
Kuala Lumpur.

Dear Sirs,

I am in receipt of your letter dated 29th June 1954 for which I thank you. 10

I enclose herein the following share certificates together with the relative transfers and \$11/- in cash being registration fees:-

<u>Rawang Tin Fields Limited</u>		
<u>Cert. No.</u>	<u>Distinctive Nos.</u>	<u>No. of shares</u>
M 5032	223724 - 223923	200
<u>Rawang Concessions Limited</u>		
M 2146	136301 - 136400	100
M 2147	133601 - 133700	100
M 2148	133401 - 133500	100
M 2181	169301 - 169400	100
M 2182	124801 - 124900	100
<u>Kundang Tin Dredging Limited</u>		
M 2116	45242 - 45316	75
M 2116	14809 - 14833	25
M 2117	62205 - 62304	100
M 2118	47901 - 48000	100
M 2119	112567 - 112666	100
M 2146	91350 - 91449	100

Please send me the new Certificates in due course.

Yours faithfully,

Sd. G. H. Goh.

"AB-A. p.14"

LETTER, FIFTH RESPONDENT TO APPELLANT'S SOLICITOR.

REGISTERED

96, Ampang Road,
Kuala Lumpur.
2nd July, 1954.

SHARE TRANSFER DEPARTMENT

Exhibits

"AB-A. p.14"

Letter, Fifth
Respondent to
Appellant's
Solicitor,
2nd July, 1954.

10 G.H. Goh, Esq.,
Advocate & Solicitor,
4, Church Street,
Penang.

Dear Sir,

M.R.S.L.Letchumanan Chettiar deceased
Rawang Tin Fields Ltd. - 200 shares
Rawang Concessions Ltd. - 500 shares
Kundang Tin Dredging Ltd. - 500 shares

We acknowledge receipt of your letter of 30th ultimo, enclosing share certificates and relative transfer deeds for registration in the name of Mr. Chew Boon Ee and cash \$11/-.

20 We have to advise you that the share certificates enclosed with your letter were reported lost on 20th March, 1953, by Vinaitheethan Chettiar, the lawful attorney of the Administrator of the Estate of M.R.S.L.Letchumanan Chettiar, deceased, and after the completion of the usual formalities, replacement scrip for the above shares were issued to the deceased's estate, and the original share certificates were deemed to have been cancelled.
30 For your information, the loss of these shares was advertised in the Straits Times and Malay Mail on the 16th May, 1953, to which please refer.

In the circumstances, therefore, we regret we are unable to register the transfer of the shares and the said transfer deeds are returned herewith. We have retained the relative certificates which have been duly cancelled in view of the remarks contained in our previous paragraph.

40 We suggest you write to Maxwell, Kenion, Cowdy & Jones, Mercantile Bank Building, Ipoh, who acted on behalf of the Attorney of the Administrator of

Exhibits

"AB-A. p.14"

Letter, Fifth Respondent to Appellant's Solicitor,

2nd July, 1954.
- continued.

the Estate of M.R.S.L. Letchumanan Chettiar in this matter; and request them to obtain from their client the certificates which were issued in place of those previously reported lost, but which in actual fact had been sold and delivered to your client.

Yours faithfully,

HARRISONS & CROSFIELD (MALAYA) LIMITED.
Registrars.

"AB-B. p.10"

Letter, Fifth Respondent to First Respondent's Solicitors.

2nd July, 1954.

"AB-B. p.10"

LETTER, FIFTH RESPONDENT TO FIRST RESPONDENT'S SOLICITORS

10

2nd July, 1954.

SHARE TRANSFER DEPARTMENT

Messrs. Maxwell, Kenion, Cowdy & Jones,
Mercantile Bank Building,
Ipoh.

Dear Sirs,

M.R.S.L. Letchumanan Chettiar deceased
Rawang Tin Fields Limited - 200 shares
Rawang Concessions Ltd. - 500 shares
Kundang Tin Dredging Ltd. - 500 shares

20

We would refer you to your letter Ref. WJH/PGS/3679 of 20th March 1953, in which you advised us that the share certificates covering the above shares, registered in the name of the deceased, had been lost, and asking us to arrange for the issue of replacement certificates. These were issued on 22nd May 1953, after the usual formalities had been complied with.

We have now received from Mr. G. H. Goh, Advocate & Solicitor of 4, Beach Street, Penang, the original share certificates covering the above shares which were reported to have been lost, together with relative transfers for registration in the name of his client.

30

We have therefore written to Mr. G. H. Goh informing him that the certificates which he has

forwarded to us for registration were deemed to have been cancelled on 24th May 1953, i.e. seven days after the advertisement of these lost certificates appeared in the Straits Times and Malay Mail, and that replacement scrip was issued on 22nd May, 1953 to the original holder of the shares. We have informed him that we are unable to register the transfer of these shares and suggested that he should contact your goodselves on the matter.

Exhibits

"AB-B. p.10"

Letter, Fifth Respondent to First Respondent's Solicitors.

2nd July, 1954
- continued.

10

Yours faithfully,
HARRISONS & CROSFIELD (M) LTD.
Registrars.

Sd. F.L. Sherriff.

HCB/LMT.

"AB-B. p.9"

LETTER, FIRST RESPONDENT'S SOLICITORS TO FIFTH RESPONDENT

Mercantile Bank Building,
Ipoh.

3rd July, 1954.

"AB-B. p. 9"

Letter, First Respondent's Solicitors to Fifth

Respondent,

3rd July 1954.

20 Messrs. Harrisons & Crosfield (Malaya) Ltd.,
Share Transfer Department,
96, Ampang Road,
Kuala Lumpur.

Dear Sirs,

M.R.S.L. Letchumanan Chettiar deceased
Rawang Tin Fields Ltd. - 200 shares
Rawang Concessions Ltd. - 500 shares
Kundang Tin Dredging Ltd. - 500 shares

30 We thank you for your letter of the 2nd instant, the contents of which we have noted. We very much regret that this difficulty has arisen in this matter but, before commenting on the same, we intend to await the letter which will undoubtedly be written to us by Mr. G. H. Goh. We have also written to our client, the attorney of the Administrator of the deceased's estate, for his

Exhibits

"AB-B. p.9"

Letter, First
Respondent's
Solicitors to
Fifth
Respondent,
3rd July, 1954
- continued.

instructions which may be of some assistance in determining this matter.

In order to protect your good selves we consider it advisable that notice of Mr. Goh's claim be at once given to the Commercial Union Assurance Co., Ltd., the sureties on all the Bonds of Indemnity filed with you at the time these applications for replacements were made.

We are quite certain that you will accept our statement when we say that the writer of this letter, who has attended to this matter throughout, had absolutely no idea about the true position at the time the applications were originally made to you. In fact, he had no reason to believe that the Statutory Declarations made in support of these applications were in any way false or incorrect.

10

Yours faithfully,

Sd. MAXWELL, KENION, COWDY & JONES.

"AB-B. p.6"

Letter, Fifth
Respondent to
Commercial
Union
Assurance Co.
Ltd.,
8th July, 1954.

"AB-B. p.6"

LETTER, FIFTH RESPONDENT TO COMMERCIAL UNION
ASSURANCE CO. LTD.

20

8th July, 1954.

SHARE TRANSFER DEPARTMENT

Commercial Union Assurance Co., Ltd.,
P.O. Box 47,
Hongkong Bank Building,
Ipoh.

Dear Sirs,

LOST SHARE CERTIFICATES
L.Ramanathan Chettiar

30

We would refer to your letter of 30th May, 1953, in which you advised us that you had been asked to provide Indemnity in respect of the loss of the undernoted certificates in the name of M.R.S.L. Letchumanan Chettiar, deceased.

<u>Cert No.</u>	<u>No.of Shares</u>	<u>Distinctive Nos.</u>	<u>Exhibits</u>
M 2146	100	136301 - 136400	"AB-B. p.6"
M 2147	100	133601 - 133700	Letter, Fifth Respondent to Commercial Union Assurance Co., Ltd., 8th July, 1954 - continued.
M 2148	100	133401 - 133500	
M 2181	100	169301 - 169400	
M 2182	100	124801 - 124900	

10 After the usual formalities had been complied with, replacement certificates for the above 500 shares were duly issued in the name of the deceased, and forwarded on 28th July 1953 to his Solicitors, Maxwell, Kenion, Cowdy & Jones, Ipoh. The old certificates were then deemed to have been cancelled.

20 On 30th June 1954 we received from Mr.G.H.Goh, Solicitor 4, Church Street, Penang, the original certificates Nos. M.2146/8 and M.2181/2 for 500 shares, which had previously been reported lost, together with duly completed transfers, for registration in the name of his Client. We immediately informed Mr. Goh that as these Certificates had been reported lost by the registered holder and replacement scrip issued in lieu thereof, we had no option but to cancel them and were therefore unable to register the transfers in the name of his Client. We advised Mr. Goh to contact the Solicitors who acted for the deceased's estate in this matter.

30 We are reporting this matter to you as Mr.Goh will no doubt lodge a claim on behalf of his client on the Estate of M.R.S.L. Letchumanan Chettiar, deceased, for the certificates issued in replacement of the ones lost, which were apparently purchased by his client.

Yours faithfully,
RAWANG CONCESSIONS LIMITED
HARRISONS & CROSFIELD (M) LIMITED
Registrars.

Sd. A.H.B. Alexander.

AHBA/IWT.

Exhibits"AB-B. p.7"

"AB-B. p.7"
 Letter, Fifth
 Respondent to
 Commercial
 Union
 Assurance Co.,
 Ltd.,
 8th July, 1954.

LETTER, FIFTH RESPONDENT TO COMMERCIAL UNION
 ASSURANCE CO., LTD.

8th July, 1954.

SHARE TRANSFER DEPARTMENT

Commercial Union Assurance Co., Ltd.,
 P.O. Box 47,
 Hongkong Bank Building,
 Ipoh.

Dear Sirs,

10

LOST SHARE CERTIFICATES
L.Ramanathan Chettiar

We would refer to your letter of 30th May 1953, in which you advised us that you had been asked to provide Indemnity in respect of the loss of the undernoted certificates in the name of M. R. S. L. Letchumanan Chettiar, deceased:-

<u>Cert No.</u>	<u>No. of Shares</u>	<u>Distinctive Nos.</u>
M 2116	75	45242 - 45316
M 2116	25	14809 - 14833
M 2117	100	62205 - 62304
M 2118	100	47901 - 48000
M 2119	100	112567 - 112666
M 2146	100	91350 - 91449

20

After the usual formalities had been complied with, replacement certificates for the above 500 shares were duly issued in the name of the deceased, and forwarded on 28th July 1953 to his Solicitors, Maxwell, Kenion, Cowdy & Jones, Ipoh. The old certificates were then deemed to have been cancelled.

30

On 30th June 1954 we received from Mr. G.H. Goh, Solicitor 4, Church Street, Penang, the original certificates Nos. M.2116/2119 and M.2146 for 500 shares, which had previously been reported lost, together with duly completed transfers, for registration in the name of his Client. We immediately informed Mr. Goh that as these certificates had been reported lost by the registered holder and replacement scrip issued in lieu thereof, we had

no option but to cancel them and were therefore unable to register the transfer in the name of his Client. We advised Mr. Goh to contact the Solicitors who acted for the deceased's estate in this matter.

We are reporting this matter to you as Mr. Goh will no doubt lodge a claim on behalf of his Client on the Estate of M.R.S.L. Letchumanan Chettiar, deceased, for the certificates issued in replacement of the ones lost, which were apparently purchased by his Client.

10

Yours faithfully,
KUNDANG TIN DREDGING LIMITED,
HARRISONS & CROSFIELD (M) LIMITED,
Registrars.

Sd. A.H.B. Alexander

AHBA/IWT.

Exhibits

"AB-B. p.7"

Letter, Fifth Respondent to Commercial Union Assurance Co., Ltd.,

8th July, 1954
- continued.

"AB-B. p.8"

LETTER, FIFTH RESPONDENT TO COMMERCIAL UNION ASSURANCE CO., LTD.

"AB-B. p.8"

Letter, Fifth Respondent to Commercial Union Assurance Co., Ltd.,

8th July, 1954.

20

8th July, 1954.

SHARE TRANSFER DEPARTMENT

Commercial Union Assurance Co., Ltd.,
P.O. Box 47,
Hongkong Bank Building,
Ipoh.

Dear Sirs,

LOST SHARE CERTIFICATE
L.Ramanathan Chettiar

30

We would refer to your letter of 30th May 1953, in which you advised us that you had been asked to provide Indemnity in respect of the loss of the undernoted certificate in the name of M.R. S.L. Letchumanan Chettiar, deceased.

<u>Exhibits</u>	<u>Cert.No.</u>	<u>No.of Shares</u>	<u>Distinctive Nos.</u>
"AB-B. p.8"	M 5032	200	223724 - 223923

Letter, Fifth Respondent to Commercial Union Assurance Co., Ltd.,
8th July, 1954
- continued.

After the usual formalities had been complied with, a replacement certificate for the above 200 shares was duly issued in the name of the deceased, and forwarded on 28th July 1953, to his Solicitors Maxwell, Kenion, Cowdy & Jones, Ipoh. The old certificate was then deemed to have been cancelled.

On 30th June 1954 we received from Mr.G.H.Goh, Solicitor, 4, Church Street, Penang, the original certificate No.M5032 for 200 shares, which had previously been reported lost, together with a duly completed transfer, for registration in the name of his Client. We immediately informed Mr. Goh that as this certificate had been reported lost by the registered holder and replacement scrip issued in lieu thereof, we had no option but to cancel it and were therefore unable to register the transfer in the name of his Client. We advised Mr. Goh to contact the Solicitors who acted for the deceased's estate in this matter. 10 20

We are reporting this matter to you as Mr.Goh will no doubt lodge a claim on behalf of his Client on the Estate of M.R.S.L. Letchumanan Chettiar, deceased, for the certificate issued in replacement of the one lost, which was apparently purchased by his Client.

Yours faithfully,
RAWANG TIN FIELDS LIMITED.
HARRISONS & CROSFIELD (M) LIMITED. 30
Registrars.

Sd. A.H.B. Alexander.

"AB-A. p.15"

LETTER, APPELLANT'S SOLICITOR TO FIRST RESPONDENT'S
SOLICITORS.

Exhibits

"AB-A. p.15"

Letter,
Appellant's
Solicitor to
First
Respondent's
Solicitors.

13th July, 1954.

Messrs. Maxwell, Kenion, Cowdy & Jones,
Advocates & Solicitors,
Mercantile Bank Building,
Ipoh.

13th July, 1954.

Dear Sirs,

10

M.R.S.L. Letchumanan Chettiar
deceased

Rawang Tin Fields Ltd. - 200 shares
Rawang Concessions Ltd. - 500 shares
Kundang Tin Dredging Ltd. - 500 shares

I am acting on behalf of Mr. Chew Boon Ee a
Director of Boon Pharmacy Ltd., of Penang and Ipoh.

20

All the above shares were purchased by my
client through the share brokers The United Traders
Penang, and were sent on the 14th August, 1947, to
Messrs. Harrison & Crosfield (Malaya) Ltd., for
registration of the transfers which were all signed
by M.R.S.L. Letchumanan Chettiar, whose signature
was identified in one instance by the Agent of the
Indian Overseas Bank Ltd., and in the others by
Mr. Oh Eng Leong a Director of the United Traders
Ltd.

30

On the 20th August 1947 a reply was received
from the Registrars Messrs. Harrisons & Crosfield
(Malaya) Ltd., that there was a Caveat lodged by
the Indian Overseas Bank Ltd.

The share scrips and transfers were then deposited
with Mr. Khoo Soon Chee Advocate and Solicitor
Penang who was instructed to take up the matter
with the said Indian Bank for the removal of the
Caveat. Mr. Soon Chee died early in 1952 and the
shares scrips with the transfers were returned to
my client a month ago.

On the 24th June 1954 I wrote to Messrs. Harri-
son & Crosfield (Malaya) Ltd., who replied that the

Exhibits

"AB-A. p.15"

Letter,
Appellant's
Solicitor to
First
Respondent's
Solicitors.
13th July, 1954
- continued.

Caveat had been removed and on the 30th June 1954 I forwarded all the share certificates together with the transfers covering the same.

On the 2nd July 1954 I received a reply to the effect that one Vinaitheethan Chettiar the lawful attorney of the Administrator of the Estate of M.R.S.L. Letchumanan Chettiar deceased had reported the loss of these share certificates on 20th March 1953 and after the usual formalities replacement scrip for the above shares were issued to the deceased's estate and the original share certificates were deemed to have been cancelled.

10

I understand you were acting for the Attorney of the Administrator in this matter. I shall therefore be obliged if you will kindly obtain these share certificates which were issued in place of those previously reported lost but which in fact had been sold and delivered to my client, and either send them to me or to Messrs. Harrisons & Crosfield (Malaya) Ltd., Kuala Lumpur.

20

Please favour me with an early reply.

Yours faithfully,

Sd. G.H. Goh.

"AB-A. p.16"

Letter, First
Respondent's
Solicitors to
Appellant's
Solicitor,
20th July 1954.

"AB-A. p.16"

LETTER, FIRST RESPONDENT'S SOLICITORS TO
APPELLANT'S SOLICITOR.

Mercantile Bank Building,
Ipoh,
Federation of Malaya,

20th July, 1954.

30

G.H. Goh, Esq.,
4, Church Street,
Penang.

Dear Sir,

M.R.S.L.Letchumanan Chettiar, deceased

We are in receipt of your letter of the 13th instant, and regret that we have not replied to the

same before as our Mr.Huntsman who is attending to this matter has been away on local leave and has only recently returned to this office.

Exhibits

"AB-A. p.16"

Letter, First Respondent's Solicitors to Appellant's Solicitor,

20th July, 1954
- continued.

10 We do not dispute that, some time on or before the 20th of March 1953, we received instructions from the Attorney of the Administrator of the above estate to take steps to obtain new certificates in respect of certain shares which, we were informed, had been lost by enemy action during the invasion of Malaya.

As a consequence of those instructions, we made the necessary application and, in due course, received from Messrs. Harrisons & Crosfield duplicate certificates which were then handed over to our client, the attorney.

20 On the 3rd of July, we received a letter from Messrs. Harrisons & Crosfield in which they stated that a client of yours claimed to be in possession of the original share certificates and had in fact produced the same, together with forms of transfer for their inspection. On the same day we wrote to one K.V.Arunasalam Chettiar, whom we understand to be the present attorney of the Administrator, requesting him to call at our office to discuss this matter. We should indicate that the attorney, from whom we originally received our instructions, has returned to India and we are unable to contact him. We regret to advise you that the gentleman to whom we wrote has not come to our office, and we accordingly have received no instructions as to the manner in which we are to act in this matter. 30 We shall again write to the present attorney requesting him to take this matter up at once, but should he fail to give us instructions we regret that there is very little that we shall be able to do about this matter.

If the attorney should attend at our office and give us instructions we shall of course write to you again in accordance with those instructions.

40

Yours faithfully,

Sd. MAXWELL, KENION, COWDY & JONES.

Exhibits

"AB-B. p.5"

"AB-B. p. 5"
Letter, First
Respondent's
Solicitors to
Fifth
Respondent,
21st July, 1954

LETTER, FIRST RESPONDENT'S SOLICITORS TO FIFTH
RESPONDENT

Mercantile Bank Building,
Ipoh.
21st July, 1954.

Our Ref. WHJ/OSH/3679
Your Ref. AHBA/IWT.

Messrs.Harrisons & Crosfield (M) Ltd.,
Share Transfer Department,
96, Ampang Road,
KUALA LUMPUR.

10

Dear Sirs,

Re: M.R.S.L. Letchumanan Chettiar
deceased

Rawang Tin Fields Ltd. - 200 shares
Rawang Concessions Ltd. - 500 shares
Kundang Tin Dredging Ltd. - 500 shares

We thank you for your letter of the 8th instant which was received in our office on the 10th instant. We regret the delay in replying to your letter, but our Mr. Huntsman has been away on local leave and only recently returned to the office.

20

We have now received a letter from Mr. G. H. Goh, in which he states that the shares in question were transferred to a client of his, namely, Mr. Chew Boon Ee, on or about the 14th August 1947. It appears that the transfers in question were all purported to have been signed by the deceased. You will note that, with the forms of application for new share scrips, there was deposited at your office a Statutory Declaration made by the former attorney of the Administrator of the deceased, in which he stated that the deceased died on the 16th of November 1942. It is therefore possible that the signatures which appear on the forms of transfer are mere forgeries. In view of what has happened in this case, we are unable to state, with any degree of certainty, exactly what has occurred and the circumstances under which the share certificates came into the hands of the client of Mr. G.H. Goh.

30

40

10 We must advise you that Vinaitheethan Chettiar, the attorney who originally gave us instructions to apply to you for new share scrips, has now returned to India and we are unable to contact him. We understand that the present attorney of the Administrator is a gentleman by the name of K.V. Arunasalam Chettiar. We have written to this person and requested him to come to our office to discuss this matter with our Mr. Huntsman, but regret to state that to date we have not seen him. We are again writing Arunasalam Chettiar and if he should come to our office, we shall write you further and take up this matter in accordance with your instructions.

Yours faithfully,

Sd. MAXWELL, KENION, COWDY & JONES.

"AB-B. p.4".

LETTER, FIFTH RESPONDENT TO FIRST RESPONDENT'S SOLICITORS

20 24th July, 1954.

SHARE TRANSFER DEPARTMENT

Messrs. Maxwell, Kenion, Cowdy & Jones,
Mercantile Bank Building,
Ipoh.

Dear Sirs,

Re: M.R.S.L.Letchumanan Chettiar deceased
Rawang Tin Fields Ltd. - 200 shares
Rawang Concessions Ltd. - 500 shares
Kundang Tin Dredging Ltd.- 500 shares

30 We thank you for your letter of 21st July, 1954 and note that you have been in correspondence with Mr. G.H. Goh in this matter.

With reference to your remarks in the second paragraph of your letter, it is also quite possible that the deceased had completed transfer deeds in respect of these shares before he died, even although they were only sold to Mr. Goh's client in

Exhibits

"AB-B. p.5"

Letter, First Respondent's Solicitors to Fifth Respondent,

21st July, 1954
- continued.

"AB-B. p.4"

Letter, Fifth Respondent to First Respondent's Solicitors,

24th July, 1954.

Exhibits
"AB-B. p.4"
Letter, Fifth
Respondent to
First
Respondent's
Solicitors.
24th July, 1954
- continued.

August 1947. We would mention that the shares in question were lodged with the Indian Overseas Bank, Penang, on 28th January 1938, as security against an overdraft, and that Bank may have required the deceased to lodge blank transfers together with the scrip.

However, the whole position cannot be clarified until the present attorney of the Administrator has been contacted and we trust that you will be able to arrange this at an early date.

10

Yours faithfully,
HARRISONS & CROSFIELD (M) LIMITED
Registrars.

AHBA/LWT.

Sd. A.H.B. Alexander.

"AB-A. p.17"
Letter,
Appellant's
Solicitor to
First
Respondent's
Solicitors,
21st September,
1954.

"AB-A. p.17"

LETTER, APPELLANT'S SOLICITOR TO FIRST
RESPONDENT'S SOLICITORS

21st September 1954.

Messrs. Maxwell, Kenion, Cowdy & Jones,
Advocates and Solicitors,
Mercantile Bank Building,
Ipoh.

20

Dear Sirs,

M.R.S.L. Letchumanan Chettiar deceased
Rawang Tin Fields Ltd. - 200 shares
Rawang Concessions Ltd. - 500 shares
Kundang Tin Dredging Ltd. - 500 shares

With reference to your letter dated 20th July 1954, I write to enquire if you have any instructions to act in this matter.

30

If not, I shall be pleased if you will give me the address of the attorney K. V. Arunasalam Chettiar so that I may deal direct with him.

Yours faithfully,

Sd. G.H. Goh.

"AB-A. p.18"

LETTER, FIRST RESPONDENT'S SOLICITORS TO
APPELLANT'S SOLICITOR

Mercantile Bank Building,
Ipoh,
Federation of Malaya,
29th September, 1954.

G.H. Goh, Esq.,
4, Church Street,
Penang.

10

Dear Sir,

Re: M.R.S.L.Letchumanan Chettiar deceased

We thank you for your letter of the 21st instant the contents of which we have noted. We must advise you that the only instructions we have received in this matter are from the Ipoh Branch of the Commercial Union Assurance Company Ltd.

20

We have received no instructions either from the Administrator of the Estate of M.R.S.L.Letchumanan Chettiar or from his present attorney to attend to this matter on their behalf.

We understand that our clients the Commercial Union Assurance Co., Ltd., have received a communication from Arunasalam Chettiar that he has no authority to deal with this matter on behalf of the present Administrator.

30

For our own assistance we should be most grateful if you would kindly advise us as to the amount of money that your client Mr. Chew Boon Ee would require to hand over to our clients the cancelled certificates. We wish to make it perfectly clear that this is not an offer to purchase the same, but merely a request for information on our part.

Yours faithfully,

Sd. MAXWELL, KENION, COWDY & JONES.

Exhibits

"AB-A. p.18"

Letter, First
Respondent's
Solicitors to
Appellant's
Solicitor,

29th September,
1954.

Exhibits"AB-A. p.19""AB-A. p.19"

Letter,
Appellant's
Solicitor to
First
Respondent's
Solicitors,
14th October,
1954.

LETTER, APPELLANT'S SOLICITOR TO FIRST
RESPONDENT'S SOLICITORS.

14th October, 1954.

Messrs. Maxwell, Kenion, Cowdy & Jones,
Advocates & Solicitors,
Mercantile Bank Building,
Ipoh, Perak.

Dear Sirs,

Your Ref. WJH/NH/3679

10

Re: M.R.S.L.Letchumanan Chettiar deceased

I thank you for your letter of the 29th Sep-
tember 1954.

I have taken my client Mr. Chew Boon Ee's
instructions and he states that he is prepared to
transfer his rights as follows :-

1.	Rawang Tin Fields Ltd., 200 shares at 9/5 present market value	792.00	
2.	Rawang Concessions Ltd. 500 shares at 41/6 present market value	8,892.00	20
3.	Kundang Tin Dredging Ltd. 500 shares at 36/- present market value	7,710.00	
		<u>17,394.00</u>	

Together with all dividends paid since 14th
August 1947.

I am writing to Messrs. Harrisons & Crosfield
Ltd., Kuala Lumpur for this information.

Yours faithfully,

Sd. G.H. Goh.

30

195.

"AB-A. p.20".

LETTER, APPELLANT'S SOLICITOR TO FIFTH RESPONDENT.

14th October, 1954.

Messrs. Harrisons & Crosfield (Malaya) Ltd.,
Share Transfer Department,
96, Ampang Road,
P.O. Box No. 1007,
Kuala Lumpur.

Dear Sirs,

10

M.R.S.L. Letchumanan Chettiar deceased
Rawang Tin Fields Ltd. - 200 shares
Rawang Concessions Ltd. - 500 shares
Kundang Tin Dredging Ltd. - 500 shares

I regret the delay in acknowledging the receipt of your letter dated 2nd July 1954 together with the enclosures therein mentioned.

20

Acting on the information you kindly gave me, I wrote to Messrs. Maxwell, Kenion, Cowdy & Jones of Ipch requesting them to obtain the new certificates issued to their client the attorney of the Administrator of M.R.S.L.Letchumanan Chettiar.

On the 29th September 1954 Messrs. Maxwell, Kenion, Cowdy & Jones wrote that they had received no instructions from either the Administrator of the said Estate or from his present attorney.

Under the circumstances, I shall be obliged if you could furnish me the following information:-

30

- (1) name and address of the Administrator of the Estate of M.R.S.L.Letchumanan Chettiar.
- (2) copy of the declaration of loss of scrip.
- (3) copy of indemnity.
- (4) statement of dividends paid.

I undertake to pay you all the fees incurred.

Yours faithfully,

Sd. G.H. Goh.

Exhibits

"AB-A. p.20"

Letter,
Appellant's
Solicitor to
Fifth
Respondent,
14th October,
1954.

196.

Exhibits

"AB-A. p.21"

"AB-A. p.21"

LETTER, FIFTH RESPONDENT TO APPELLANT'S SOLICITOR.

Letter, Fifth
Respondent to
Appellant's
Solicitor.

96, Ampang Road,
Kuala Lumpur.

30th October, 1954.

30th October,
1954.

SHARE TRANSFER DEPARTMENT

G.H. Goh, Esq.,
4, Church Street,
Penang.

Dear Sir,

10

M.R.S.L.Letchumanan Chettiar deceased
Rawang Tin Fields Ltd. - 200 shares
Rawang Concessions Ltd. - 500 shares
Kundang Tin Dredging Ltd. - 500 shares

We have to acknowledge receipt of your letter of 14th October, 1954, and apologise for the delay in replying thereto.

We have placed this matter in the hands of the Companies' Lawyers, Bannon & Bailey, Kuala Lumpur, and they will be writing you on this subject in the course of the next few days.

20

Yours faithfully,

Harrisons & Crosfield (Malaya) Limited
Registrars.

Sd.

AHBA/Y.

c.c. to Messrs. Bannon & Bailey,
Kuala Lumpur.

"AB-A. p.22"

LETTER, FIFTH RESPONDENT'S SOLICITORS TO
APPELLANT'S SOLICITOR.

Laidlaw Building,
Kuala Lumpur.

12th November, 1954.

10 G.H. Goh, Esq.,
Advocate & Solicitor,
4, Church Street,
Penang.

Dear Sir,

M.R.S.L.Letchumanan Chettiar deceased

We have been consulted by Messrs.Harrisons & Crosfield (Malaya) Ltd., Kuala Lumpur, the Registrars of Rawang Tin Fields Ltd., Rawang Concessions Ltd., and Kundang Tin Dredging Ltd., with regard to your letter to them of the 14th ultimo and previous correspondence.

20 According to our clients Registers the Administrator of the above Estate is L. Ramanathan Chettiar son of Letchumanan Chettiar of 108 Belfield Street, Ipoh.

30 The articles of association of all three companies contain a provision that the administrator of a deceased member shall be the only person recognised by the companies as having any title to the shares registered in the name of such member. On the 30th June, 1954, when you presented Transfers signed by the deceased to our clients they had been aware since 1950 of the name and address of the administrator of the deceased Chettiar's Estate. In these circumstances the Transfers were not in order and could not have been registered, even had there been no question of the original certificates being deemed to be cancelled. Your client's only remedy is therefore to obtain fresh transfers from the Administrator of the above Estate, or his attorney, and our clients do not think that your client is entitled to copies of the declaration of loss of scrip and the indemnity, which are documents purely private to the Directors, and are in
40 any event not involved in the matter.

Exhibits

"AB-A. p.22"

Letter, Fifth Respondent's Solicitors to Appellant's Solicitor.

12th November, 1954.

Exhibits

"AB-A. p.22"

Letter, Fifth Respondent's Solicitors to Appellant's Solicitor.

12th November, 1954,
- continued.

Our clients are willing to supply you with a statement of dividends paid if you will be good enough to let us know the date from which your client claims he is entitled to receive dividends.

When replying to this letter we shall be glad if you will confirm the contents of the third paragraph of this letter.

Yours faithfully,

Sd. Bannon & Bailey.

CM/YPL.

"AB-A. p.23"

Letter, Appellant's Solicitor to Fifth Respondent's Solicitors, 18th January, 1955.

"AB-A. p.23"

10

LETTER, APPELLANT'S SOLICITOR TO FIFTH RESPONDENT'S SOLICITORS

18th January, 1955.

Messrs. Bannon & Bailey,
Advocates & Solicitors,
Kuala Lumpur.

Dear Sirs,

M.R.S.L.Letchumanan Chettiar deceased

I thank you for your letter dated 12th November 1954 and for supplying the name and address of the Administrator of the above estate.

20

As regards Paragraph 3 of your letter I agree with your contention. I have advised my client to take action against the Administrator if the latter refuses to make fresh transfers. Please request your clients to retain the old scrips which they retained when I sent them with the transfers. These may be required as "exhibits" in the Court proceedings which are contemplated.

I shall be obliged if you will supply me with a statement of the dividends paid since 14th August 1947.

30

Yours faithfully,

Sd. G.H. Goh.

"AB-A. p.24"

LETTER, FIFTH RESPONDENT'S SOLICITORS TO
APPELLANT'S SOLICITOR'

Laidlaw Building,
Kuala Lumpur.

27th January, 1955.

G.H. Goh, Esq.,
Advocate & Solicitor,
4, Church Street,
Penang.

10

Dear Sir,

M.R.S.L.Letchumanan Chettiar deceased

With reference to your letter of the 18th January 1955 we now enclose a statement of dividend in Kundang Tin Dredging Ltd., Rawang Concessions Ltd., and Rawang Tin Fields Ltd.

Yours faithfully,

Sd. Bannan & Bailey.

CM/CSO.

Encl:

20

KUNDANG TIN DREDGING LIMITED

<u>Dividend No.</u>	<u>Rate of Dividend</u>	<u>Less Income Tax</u>	<u>Date payable</u>
9	1s. per share	30%	5. 5.54
10	3s. per share	30%	24.11.54

RAWANG CONCESSIONS LIMITED

30

30	2s. per share	30%	20.12.50
31	3s. per share	"	23. 5.51
32	5s. " "	"	28.11.51
33	10s. " "	"	28. 5.52
34	5s. " "	"	3.12.52
35	10s. " "	"	10. 6.53
36	3s. " "	"	9.12.53
37	5s. " "	"	16. 6.54
38	2s.6d. " "	"	1.12.54

Exhibits

"AB-A. p.24"

Letter, Fifth Respondent's Solicitors to Appellant's Solicitor.

27th January, 1955.

ExhibitsRAWANG TIN FIELDS LIMITED

<u>"AB-A. p.24"</u>	<u>Dividend No.</u>	<u>Date of Dividend</u>	<u>Less Income Tax</u>	<u>Date payable</u>	
Letter, Fifth Respondent's Solicitors to Appellant's Solicitor.	19	6d. per share	30%	2. 8.50	
27th January, 1955	20	10s.3d. " "	"	14. 2.51	
- continued.	21	1s. " "	"	18. 7.51	
	22	1s.3d. " "	"	19.12.51	
	23	1s.3d. " "	"	23. 7.52	
	24	1s.3d. " "	"	14. 1.53	
	25	1s.3d. " "	"	12. 8.53	10
	26	6d. " "	"	2. 2.54	
	27	1s. " "	"	28. 7.54	

"AB-A. p.25"

Letter,
Appellant's
Solicitor to
First
Respondent.
17th March 1955.

"AB-A. p.25"

LETTER, APPELLANT'S SOLICITOR TO FIRST RESPONDENT.

17th March, 1955.

The Administrator,
The Estate of M.R.S.L.Letchumanan Chettiar,
108, Belfield Street,
Ipoh, Perak.

Dear Sir,

M.R.S.L.Letchumanan Chettiar deceased
Rawang Tin Fields Ltd. - 200 shares
Rawang Concessions Ltd. - 500 shares
Kundang Tin Dredging Ltd. - 500 shares

I am instructed by Mr. Chew Boon Ee to inform you that the above shares were sold to my client by M.R.S.L. Letchumanan Chettiar in his life time on or about 14th August 1947.

The transfers could not be registered by reason of a caveat lodged by the Indian Overseas Bank Limited Penang.

It has now transpired that one Vinatheethan Chettiar the lawful attorney of the Administrator of the Estate of M.R.S.L. Letchumanan Chettiar has wrongfully declared the loss of the said shares and

20

30

has since through Messrs. Maxwell, Kenion, Cowdy & Jones received duplicate certificates.

I have written to Messrs. Maxwell, Kenion, Cowdy & Jones, who admitted having acted for the Estate. They have written to Mr. K.V. Arunasalam Chettiar, the present attorney of the Administrator but have not received any instructions.

10 This is to demand that you shall transfer back the shares to my client and also pay to my client all the dividends received by you since 14th August 1947 viz: Dividends No. 9 and 10 in Kundang Tin Dredging Ltd., Dividends No. 30 to 38 in Rawang Concessions Ltd. and Dividends No. 19 to 27 in Rawang Tin Fields Ltd.

Unless I hear from you within seven (7) days, legal action will be commenced against you without any further notice.

Yours faithfully,
Sd. G.H. Goh.

Exhibits

"AB-A. p.25"

Letter,
Appellant's
Solicitor to
First
Respondent,

17th March 1955
- continued.

20

"AB-A. p.26"

LETTER, FIRST RESPONDENT'S SOLICITORS TO
APPELLANT'S SOLICITOR.

Mercantile Bank Building,
Ipoh.
Federation of Malaya.

4th April, 1955.

G.H. Goh, Esq.,
4, Church Street,
Penang.

"AB-A. p.26"

Letter, First
Respondent's
Solicitors to
Appellant's
Solicitor,

4th April 1955.

30 Dear Sir,

Re: M.R.S.L. Letchumanan Chettiar deceased
Rawang Tin Fields Ltd. - 200 shares
Rawang Concessions Ltd. - 500 shares
Kundang Tin Dredging Ltd. - 500 shares

The Administrator of the estate of the above named deceased has handed us your letter of the 17th instant and has instructed us both to reply

Exhibits

"AB-A. p.26"

Letter, First
Respondent's
Solicitors to
Appellant's
Solicitor.

4th April 1955
- continued.

to the same and to advise him upon his legal rights.

Before we are able to carry out our instructions, we particularly wish to know the exact date that your client Mr. Chew Boon Ee purchased the shares in question. We should be most grateful if you would kindly let us have this information at your earliest convenience.

It would be of real assistance to us in this matter if you would kindly permit us to inspect the three forms of transfer in respect of these shares which are alleged to have been signed by the deceased and your client, and which we presume are in your possession. We give you our personal undertaking to return these documents to you as soon as we have perused the same, and further undertake to ensure their safe custody while in our possession.

10

We should also like to know the name of the agent of the Indian Overseas Bank Ltd. who witnessed the alleged signature of the deceased upon the forms of transfer. If you forward us the forms of transfer for inspection as we have requested above it will, of course, not be necessary for you to advise us separately as to the date of sale and the name of the agent.

20

An early answer will be much appreciated.

Yours faithfully,

Sd. MAXWELL, KENION, COWDY & JONES.

"AB-A. p.27"

LETTER, APPELLANT'S SOLICITOR TO FIRST
RESPONDENT'S SOLICITORS.

2nd May, 1955.

Messrs. Maxwell, Kenion, Cowdy & Jones,
Advocates & Solicitors,
Mercantile Bank Building,
Ipoh, Perak.

Dear Sirs,

10

Re: M.R.S.L.Letchumanan Chettiar deceased
Rawang Tin Fields Ltd. - 200 shares
Rawang Concessions Ltd. - 500 shares
Kundang Tin Dredging Ltd. - 500 shares

I am in receipt of your letter dated 4th April
1955.

I regret the delay in replying owing to
pressure of other work.

I now enclose the four (4) forms of Transfer
of the above shares for your inspection.

20

My client did not buy these shares direct from
the Chettiar. He placed his orders through Messrs.
United Traders Ltd., Penang, share brokers.

I accept your undertaking as given in your
letter dated 4th April 1955.

Please return them to me after inspection.

Yours faithfully,

Sd. G.H. Goh.

Exhibits

"AB-A. p.27"

Letter,
Appellant's
Solicitor to
First
Respondent's
Solicitors,
2nd May 1955.

Exhibits

"AB-A. p.28"

"AB-A. p.28"

Letter, First
Respondent's
Solicitors to
Appellant's
Solicitor,
31st May, 1955.

LETTER, FIRST RESPONDENT'S SOLICITORS TO
APPELLANT'S SOLICITOR.

Mercantile Bank Building,
Ipoh.

31st May, 1955.

G.H. Goh, Esq.,
4, Church Street,
Penang.

Dear Sir,

10

Re: M.R.S.L.Letchumanan Chettiar deceased

We thank you for your letter of the 2nd instant enclosing therewith the four forms of transfer which have now been inspected by us and which we return herewith in accordance with our undertaking.

We regret that we must inform you that we have now advised our clients that in our opinion they are under no liability whatsoever to transfer to your client the shares in question or to account for the dividends paid on those shares subsequent to the 14th August, 1947. Our clients have decided to accept our advice and of course will not take any further steps in this matter.

20

Yours faithfully,

Sd. MAXWELL, KENION, COWDY & JONES.

"AB-A. p.29"

LETTER, FIFTH RESPONDENT TO APPELLANT'S SOLICITOR.

96, Ampang Road,
Kuala Lumpur.

2nd June, 1955.

Exhibits

"AB-A. p.29"

Letter, Fifth
Respondent to
Appellant's
Solicitor,

2nd June, 1955.

SHARE TRANSFER DEPARTMENT

10 G.H. Goh, Esq.,
Advocate & Solicitor,
4, Church Street,
Penang.

Dear Sir,

M.R.S.L.Letchumanan Chettiar deceased

We would refer to previous correspondence exchanged with ourselves and our legal advisers, Messrs. Bannon & Bailey, Kuala Lumpur, on the above subject.

20 We have today received from Macphail & Co., (Ipoh) Ltd., for registration share certificate No. 13352 for 200 shares in Rawang Tin Fields Ltd., in the name of the above shareholder, together with a duly completed transfer.

30 As these shares form part of the holdings purported to be purchased by your client, Mr. Chew Boon Ee, from the above shareholder some considerable time ago, we shall be much obliged if you will let us know by return if you have any objection to us registering the transfer of these shares. This is particularly important in view of the remarks contained in the second paragraph of your letter of 18th January, 1955 addressed to Messrs. Bannon & Bailey.

Yours faithfully,
Rawang Tin Fields Limited
Harrisons & Crosfield (Malaya) Limited
Registrars.

Sd.

Exhibits

"AB-A. p.30"

"AB-A. p.30"

LETTER, APPELLANT'S SOLICITOR TO FIFTH RESPONDENT.

Letter,
Appellant's
Solicitor to
Fifth
Respondent,
6th June 1955.

6th June, 1955.

Messrs. Harrisons & Crosfield (Malaya) Ltd.,
Kuala Lumpur.

Dear Sirs,

I thank you for your letter dated 2nd June, 1955.

There has been some delay in taking action because my client was led to believe that the representative of M.R.S.L.Letchumanan Chettiar (deceased) was offering a settlement. 10

On the 2nd May 1955 I sent all the (four) transfer forms to Maxwell, Kenion, Cowdy & Jones for them to inspect the signatures of the Chettiar and the agent of the Indian Overseas Bank Limited.

On the 31st May 1955 they sent me a reply (copy enclosed) stating they had advised their clients they were under no liability to transfer the shares to my client. 20

I am taking immediate action against the Chettiar Estate.

My client Mr. Chew Boon Ee therefore states that he objects to your registering the transfer of any of the shares which form part of the holdings that were purchased by him.

Yours faithfully,

Sd. G.H. Goh.

207.

"AB-A. p.31"

LETTER, FIFTH RESPONDENT TO APPELLANT'S SOLICITOR.

96, Ampang Road,
Kuala Lumpur.

16th June, 1955.

Exhibits

"AB-A. p.31"

Letter, Fifth
Respondent to
Appellant's
Solicitor.

16th June 1955.

SHARE TRANSFER DEPARTMENT

Per A.R. Air Mail

10 G.H. Goh, Esq.,
Advocate & Solicitor,
4, Church Street,
Penang.

Dear Sir,

Re: M.R.S.L.Letchumanan Chettiar, deceased

20 With reference to your Notice in Lieu of Dis-
tringas dated 13th instant and served on us on the
15th instant, we hereby inform you that a request
has been made for the registration of a transfer
of 200 shares in this Company, numbered 223724 to
223923, both inclusive, from out of the name of
M.R.S.L. Letchumanan Chettiar, deceased, and we
hereby give you notice that unless an Injunction
is obtained and served on us on or before 22nd
June, 1955, the Distringas Notice will no longer
be regarded.

Yours faithfully,

RAWANG TIN FIELDS LTD.
HARRISONS & CROSFIELD (M) LTD.
Registrars.

Sd.

AHBA/IWT.

Exhibits

"AB-A. p.32"

"AB-A. p.32"

Letter,
Appellant's
Solicitor to
Fifth
Respondent,
17th June 1955.

LETTER, APPELLANT'S SOLICITOR TO FIFTH RESPONDENT

A.R. Air Mail

17th June, 1955.

Your Ref: AHBA/IWT.

Messrs. Harrisons & Crosfield (M) Ltd.,
P.O. Box No. 1007,
96, Ampang Road,
Kuala Lumpur.

Dear Sirs,

M.R.S.L.Letchumanan Chettiar deceased 10
Rawang Tin Fields Ltd.
Rawang Concessions Ltd. and
Kundang Tin Dredging Ltd.

I acknowledge your letter dated 16th June, I
am now instructed to issue a writ against the ad-
ministrator of the estate of the above deceased,
against the above named 3 Companies and against
yourselves in respect of the failure to register
the transfer of the shares of the above Company
transferred by the said deceased to my client and 20
pay dividends in respect of the said shares to my
client.

As soon as the writs are issued, I shall apply
to the Court for an Interim Injunction to prevent
the transfer of any of the disputed shares of the
said Companies from the name of the said deceased
to the name of anyone save my client. I hereby
give you notice that my client will hold you re-
sponsible and will seek indemnity from you for any
loss or damage which he may suffer in the event of 30
any such transfer.

Yours faithfully,

Sd. G.H. Goh.

"AB-A. p.33"

LETTER, RESPONDENT'S SOLICITOR TO FIFTH
RESPONDENT'S SOLICITORS.

Exhibits

"AB-A. p.33"

Letter,
Appellant's
Solicitor to
Fifth
Respondent's
Solicitors,
17th June 1955.

A.R. Air Mail

17th June, 1955.

Your Ref: CM/CSC

Messrs. Bannon & Bailey,
Advocates & Solicitors,
Laidlaw Building,
Kuala Lumpur.

10 Dear Sirs,

M.R.S.L.Letchumanan Chettiar deceased
Rawang Tin Fields Ltd.
Rawang Concessions Ltd. and
Kundang Tin Dredging Ltd.

20 I am instructed by my client Mr. Chew Boon Ee to issue a writ against each of the above 3 Companies in respect of the shares transferred by M.R.S.L.Letchumanan Chettiar to my client and their refusal to register the transfers and pay dividends to my client.

I am also instructed to apply to the Court for an Interim Injunction to prevent the transfer of any of the shares in the above Companies until the decision of the Court in these actions. Please inform me at your earliest convenience whether you have instructions to accept service on behalf of these Companies and also on behalf of Messrs.Harrisons & Crosfield (Malaya) Ltd.

30 I hereby give you notice that, in the event of the disputed shares being transferred before the decision of the Court, my client will hold your clients responsible for any loss or damage which he may suffer as a result of such transfer.

I enclose herewith copy of a letter which I have today addressed to Messrs. Harrisons & Crosfield (Malaya) Limited.

Yours faithfully,
Sd. G.H. Goh.

Encl. 1 copy of letter.

Exhibits

"AB-A. p.34"

"AB-A. p.34"

Letter,
Appellant's
Solicitor to
First
Respondent's
Solicitors,
17th June, 1955.

LETTER, APPELLANT'S SOLICITOR TO FIRST
RESPONDENT'S SOLICITORS.

A.R. Air Mail

17th June, 1955.

Messrs. Maxwell, Kenion, Cowdy & Jones,
Advocates and Solicitors,
Mercantile Bank Building,
Ipoh.

Dear Sirs,

Your Ref: WJH/HH/4829

10

M.R.S.L. Letchumanan Chettiar deceased
Rawang Tin Fields Ltd.
Rawang Concessions Ltd. and
Kundang Tin Dredging Ltd.

I am instructed on behalf of my client Mr.
Chew Boon Ee to issue a writ forthwith against
the executors of the estate of the above deceased
in respect of the shares and dividends of the
above Companies held by the estate of the said
deceased and claimed by my client.

20

Please inform me at your earliest convenience
whether you have instructions to accept service.

Yours faithfully,

Sd. G.H. Goh.

"AB-A. P.35".

LETTER, FIFTH RESPONDENT TO APPELLANT'S SOLICITOR.

P.O. Box No. 1007,
96, Ampang Road,
Kuala Lumpur.

18th June, 1955.

Exhibits

"AB-A. p.35"

Letter, Fifth
Respondent to
Appellant's
Solicitor.

18th June, 1955.

REPLY SHOULD BE ADDRESSED
SHARE TRANSFER DEPARTMENT

10 G.H. Goh, Esq.,
Advocate & Solicitor,
4, Church Street,
Penang.

Dear Sir,

M.R.S.L. Letchumanan Chettiar deceased
Rawang Tin Fields Ltd.
Rawang Concessions Ltd. and
Kundang Tin Dredging Ltd.

We thank you for your letter of 17th June, and
note what you write.

20 This matter has now been placed in the hands
of the Companies' Solicitors, whom we understand
have already been in touch with you by telephone.

Yours faithfully,

Harrisons & Crosfield (M) Ltd.,
Registrars.

Sd.

AHBA/LWT.

Exhibits

"AB-A. p.36"

"AB-A. p.36".

Letter, First
Respondent's
Solicitors to
Appellant's
Solicitor,
21st June 1955.

LETTER, FIRST RESPONDENT'S SOLICITORS TO
APPELLANT'S SOLICITOR.

P.O. Box No. 42,
Mercantile Bank Building,
Ipoh.

21st June, 1955.

G.H. Goh, Esq.,
4, Church Street,
Penang.

10

Dear Sir,

Re: M.R.S.L.Letchumanan Chettiar deceased

We are in receipt of your letter of the 17th instant the contents of which we have noted.

We regret to advise you that we have no authority from the Administrator of the above estate to accept service of any process or proceedings that may be instituted against the estate.

One point crosses our mind in your letter now under reply you indicated that your client intends to issue a writ forthwith against the estate. By using the word "writ", we understand that the proposed proceedings will be instituted in Penang. It is, of course, not for us to advise you upon the proper place to institute such proceedings as you may be instructed to do; but we do feel that as the defendants in these proposed proceedings are resident in Perak; the proceedings should be instituted in the High Court at Ipoh.

20

Yours faithfully,

30

Sd. MAXWELL, KENION, COWDY & JONES.

"AB-A. p.37"

LETTER, FIFTH RESPONDENT'S SOLICITORS TO
APPELLANT'S SOLICITOR.

Laidlaw Building,
Kuala Lumpur.

22nd June, 1955.

G.H.Goh, Esq.,
Advocate & Solicitor,
4, Church Street,
Penang.

Exhibits

"AB-A. P.37".

Letter, Fifth
Respondent's
Solicitors to
Appellant's
Solicitor,

22nd June 1955.

10 Dear Sir,

M.R.S.L.Letchumanan Chettiar deceased
Rawang Tin Fields Ltd.
Rawang Concessions Ltd. and
Kundang Tin Dredging Ltd.

We duly received your letter of the 17th instant, and enclosure, and would refer thereto and to our conversations over the telephone on the 18th and 22nd instant.

20

We understand that your client has issued writs against the above companies, and that such issue is for the purpose only of obtaining an injunction. Having regard to our letter of the 12th November, 1954 and your reply of the 18th January, 1955, our view is that the companies are not necessary parties to the litigation, and that if your client insists on proceedings against them he should make provision for their solicitor and client costs now.

30

The companies, of course, will abide by any order which the Court may make regarding the shares in question, and as they know that litigation concerning them is pending, and in view of the distringas notices, no dealings in the shares or payment of dividends will be allowed or made until final disposal of the action.

We shall be glad to hear from you.

Yours faithfully,

Sd. Bannon & Bailey.

CM/SKC.

Exhibits

"AB-B. p.1".

"AB-B. p.1".

LETTER, FIFTH RESPONDENT TO FIRST RESPONDENT.

Letter, Fifth
Respondent to
First
Respondent,

23rd June, 1955.

23rd June 1955.

SHARE TRANSFER DEPARTMENT

L. Ramanathan Chettiar,
Administrator of the Estate of
M.R.S.L.Letchumanan Chettiar, deceased,
108, Belfield Street,
Ipoh.

Dear Sir,

10

RAWANG CONCESSIONS LIMITED
Dividend Nos. 39 of 3s. per share
paid 15th June, 1955

We have to acknowledge receipt of your letter of 21st June, 1955, informing us of the non-receipt of the above dividend on the 500 shares registered in the name of M.R.S.L.Letchumanan Chettiar, deceased.

We have to advise you that we have received from the High Court, Penang, a Notice in Lieu of Distringas instructing us to stop payment of dividends on, and any transfer of, these shares, and therefore we regret that we can do nothing further in this matter until such time as the pending litigation has been completed.

20

Yours faithfully,

HARRISONS & CROSFIELD (M) LIMITED
Registrars.

Sd. Illegible.

AHBA/IWT.

c.c. Messrs. Bannon & Bailey,
Kuala Lumpur.

30

215.

"AB-B. p.2".

LETTER, FIFTH RESPONDENT TO McPHAIL & CO., (IPOH)
LIMITED.

23rd June, 1955.

SHARE TRANSFER DEPARTMENT

Messrs. McPhail & Co., (Ipoh) Ltd.,
P.O. Box 181,
IPOH.

Dear Sirs,

10

Mrs. Ada Warner
Certificate No. MM.13352 for 200 shares
numbered 223724 - 223923 ex Moona Roona
Shayna Layna Letchumanan Chettiar, decd.

20

With further reference to your letter of 30th
May 1955, in which you enclosed the above certifi-
cate, together with a duly stamped transfer, for
registration in the name of Mrs. Ada Warner, we
have to inform you that we have received from the
High Court, Penang, a Notice in lieu of Distringas
instructing us to stop any transfer of the above
shares. In the circumstances, therefore, we re-
gret that we cannot proceed with this transfer
until such time as the pending litigation has been
completed.

We are meantime hold the relative certificate
and transfer deed in safe custody on your behalf.

30

Yours faithfully,
RAWANG TIN FIELDS LIMITED,
HARRISONS & CROSFIELD (M) LTD.,
Registrars.

Sd. Illegible.

ABHA/LWT.

c.c. Bannon & Bailey,
Kuala Lumpur.

Exhibits

"AB-B. p.2".

Letter, Fifth
Respondent to
McPhail & Co.,
(Ipoh) Ltd.

23rd June, 1955.

Exhibits

"AB-A. p.38".

"AB-A. p.38".

Letter, Fifth
Respondent to
Appellant's
Solicitor.

LETTER, FIFTH RESPONDENT TO APPELLANT'S SOLICITOR.

28th June, 1955.

28th June, 1955.

SHARE TRANSFER DEPARTMENT

G.H. Goh, Esq.,
4, Church Street,
Penang.

Dear Sir,

M.R.S.L.Letchumanan Chettiar deceased
Penang High Court

10

Civil Suit 1955 No. 140
Civil Suit 1955 No. 141
Civil Suit 1955 No. 142

We thank you for your letter of 25th June, 1955 enclosing 3 copies of the Order in Court dated 23rd June, 1955 for Interim Injunction in respect of the above Civil Suits. These have been duly noted in the Companies books and will be adhered to.

Yours faithfully,
Harrisons & Crosfield (M) Ltd.
Registrars.

20

Signed

AHBA/LWT.

"AB-A. p.39".

LETTER, APPELLANT'S SOLICITOR TO FIFTH
RESPONDENT'S SOLICITORS.

29th June, 1955.

Messrs. Bannon & Bailey,
Advocates & Solicitors,
Kuala Lumpur.

Dear Sirs,

10

M.R.S.L.Letchumanan Chettiar deceased
Rawang Tin Fields Ltd.,
Rawang Concessions Ltd.,
Kundang Tin Dredging Ltd., and
Harrisons & Crosfield (Malaya) Ltd.

I acknowledge your letter dated the 22nd June.

I do not see that my letter dated the 12th
January 1955 in any way supports the contention
contained in the second paragraph of your said
letter.

20

Furthermore, in view of the statement con-
tained in your client's letter dated the 18th June
1955, that, unless an Injunction was obtained and
served on them, they intended to disregard the No-
tice in lieu of Distringas, it is hardly surprising
that I considered it necessary, in order to safe-
guard my client's interest, to make them parties.

30

There is the additional possibility which, as
at present advised, I intend to pursue, that the
undertaking which they gave in their letter dated
the 29th June 1954 and the action referred to in
their letter dated the 2nd July 1954 may well have
rendered them liable to indemnify my client against
any loss or damage which he may have suffered as a
result thereof.

I note also that you have failed to reply to
the latter sentence of the second paragraph of my
letter to you dated the 17th June 1955.

Yours faithfully,

Sd. G.H.Goh.

Exhibits

"AB-A. p.39"

Letter,
Appellant's
Solicitor to
Fifth
Respondent's
Solicitors,
29th June, 1955.

Exhibits"AB-A. p.40""AB-A. p.40"

Letter, Fifth
Respondent's
Solicitors to
Appellant's
Solicitor,

1st July, 1955.

LETTER, FIFTH RESPONDENT'S SOLICITORS TO
APPELLANT'S SOLICITOR

Laidlaw Building,
Kuala Lumpur,
Malaya.

1st July, 1955.

G.H. Goh, Esq.,
Advocate & Solicitor,
4, Church Street,
Penang.

10

Dear Sir,

M.R.S.L.Letchumanan Chettiar deceased
Rawang Tin Fields Ltd.,
Rawang Concessions Ltd.,
Kundang Tin Dredging Ltd.,
and Harrison & Crosfield (Malaya) Ltd.

We thank you for your letter of the 29th ultimo the contents of which we note.

We suggest that the meaning of your letter of the 18th January 1955 is plain, but as your client has commenced proceedings against all the above Companies the point would appear to be academic except as regards the question of costs.

20

Our clients' action in regard to the Notice in lieu of Distringas is in accordance with the English practice, and has had the desired effect of bringing this matter to a head.

We regret we do not understand the fourth paragraph of your letter. There is no undertaking in our clients' letter of the 29th June 1954, and you have already admitted in your letter of the 18th January 1955 that our clients' action was correct.

30

We are instructed to accept service of proceedings.

With reference to our conversation over the telephone on the 30th ultimo the name and address of the proposed transferee of 200 shares numbered 223724 to 223923 in Rawang Tin Fields Ltd. is Mrs. Ada Warner, care of Rawang Tin Fields Ltd., Rawang Selangor.

40

Yours faithfully,

Sd. Bannon & Bailey.

CM/O.

"P. 18".

LETTER, FIRST RESPONDENT'S SOLICITORS TO
APPELLANT'S SOLICITOR

Mercantile Bank Building,
Ipoh.

4th July, 1955.

WJH/NH/4829.

G.H. Goh, Esq.,
No.4, Church Street,
Penang.

Exhibits

"P.18"

Letter, First
Respondent's
Solicitors to
Appellant's
Solicitor,
4th July, 1955.

Dear Sir,

10

Re: The State of
M.R.S.L.Letchumanan Chettiar deceased

We understand that you have already instituted proceedings in the High Court at Penang against our client the administrator of the above estate in respect of the shares registered in his name but claimed by your client in the undertakings known as Rawang Tin Fields Ltd., Rawang Concessions Ltd., and Kundang Tin Dredging Ltd. Our client has informed us that so soon as the proceedings are served upon him he will bring the papers to us, and we shall take steps to enter an appearance and in due course file his defence.

20

Our client has informed us that on or about the 14th day of August, 1947 your client wrongfully and unlawfully took and acquired possession of 1500 shares in Takuapa Valley Tin Dredging (No Liability) the property of the estate. It is our client's contention that such possession on the part of your client constituted the tort of conversion for which your client is now liable to our client. We mention this because it is the intention of our client to counterclaim in these proceedings for damages for the conversion of these shares on the part of your client; unless, in the meantime, your client take steps to transfer these shares to our client and account to him for all dividends received since the 14th August 1947.

30

Yours faithfully,

Sd. MAXWELL, KENION, COWDY & JONES.

Exhibits

"D. 2"

"D. 2"

LETTER, FIRST RESPONDENT'S SOLICITORS TO
UNITED TRADERS LIMITED

Letter, First
Respondent's
Solicitors to
United Traders,
Limited,
5th July, 1955.

Mercantile Bank Building,
Ipoh.

A.R. REGISTERED

5th July, 1955.

United Traders Ltd.,
4-D, Beach Street,
Penang.

FOR THE ATTENTION OF
MR. OH ENG LEONG

Dear Sirs,

Re: The Estate of
M.R.S.L.Letchumanan Chettiar deceased

10

We have been instructed by Ramanathan Chettiar the Administrator of the above estate to write you concerning the sale and disposal of certain shares in the undertakings known as Rawang Tin Fields Ltd. Rawang Concessions Ltd., Kundang Tin Dredging Ltd. and Takuapa Valley Tin Dredging (No Liability).

Prior to his death in India intestate in 1942 our client was the registered proprietor and beneficial owner of 200 shares in Rawang Tin Fields Limited, 500 shares in Rawang Concessions Limited, 500 shares in Kundang Tin Dredging Limited and 1,500 shares in Takuapa Valley Tin Dredging (No Liability).

20

It appears that on or about the 14th August, 1947, after the death of the deceased but before the Grant of Letters of Administration in respect of his estate had been extracted, there was a purported sale of all these shares to a Mr. Chew Boon Ee of No. 37 Aboo Sittee Lane, Penang. It appears from our records that your office acted as brokers when these sales were effected, and there is no doubt whatsoever that your Mr. Oh Eng Leong witnessed, in each case, the signature of Mr. Chew Boon Ee on the respective forms of transfer.

30

A dispute has now arisen between Mr. Chew Boon Ee and our client as the Administrator of the estate over the ownership of the shares, and proceedings to determine the ownership of the shares have been instituted in the High Court at Penang.

40

We think that it is inevitable that Mr. Oh Eng Leong will be called as a witness in the proceedings to explain exactly how the shares came into his possession and how the purported sale to Mr. Chew Boon Ee was effected.

Exhibits

"D. 2"

Letter, First Respondent's Solicitors to United Traders Limited,

5th July, 1955

- continued.

10

In order that the position may be clarified we shall be most grateful if Mr. Oh Eng Leong would kindly write and inform us when and how this transaction took place, and in particular:- (a) the date that Mr. Oh Eng Leong received instructions to sell the shares in question (b) the name and address of the person (if known) who instructed Mr. Oh Eng Leong to sell the shares, (c) the name and address of the person (if known) to whom the proceeds of sale were paid after the purported sale has been effected and (d) the amount (if known) which was paid to this person.

Yours faithfully,

Sd. MAXWELL, KENION, COWDY & JONES.

20

"AB-A. p.42"

LETTER, FIRST RESPONDENT'S PENANG SOLICITORS
TO APPELLANT'S SOLICITOR

Penang,

2nd September, 1955.

"AB-A. p.42"

Letter, First Respondent's Penang Solicitors to Appellant's Solicitor,

2nd September, 1955.

Dear Sir,

Civil Suits Nos. 140, 141 and 142

With reference to the contracts alleged in paragraph 5 of each of the Statements of Claim herein, will you kindly let us have particulars as to

30

- (1) where the alleged contracts were made.
- (2) whether the alleged contracts were made with the deceased personally.

Yours faithfully,

Sd. Presgrave & Matthews.

G.H. Goh, Esq.,
Penang.

Exhibits

"C".

Letter, Indian
Overseas Bank
Ltd., to First
Respondent's
Solicitors,
3rd April 1956.

"C".

LETTER, INDIAN OVERSEAS BANK LIMITED TO
FIRST RESPONDENT'S SOLICITORS

The Indian Overseas Bank Limited,
21, China Street, Ghaut,
Penang.
3rd April, 1956.

Messrs. Maxwell, Kenion, Cowdy & Jones,
P.O. Box 42,
Ipoh.

10

Dear Sirs,

Re: M.R.S.L.Letchumanan Chettiar deceased

With reference to your letter of the 8th ultimo and the interview a representative of Messrs. Presgrave & Matthews, Penang, had with us this morning, we give below the particulars required by you -

RAWANG TIN FIELDS LIMITED

<u>Certificate No.</u>	<u>Distinctive Numbers</u>	<u>No. of Shares</u>	<u>Deposited with us on</u>	
M 5032	223724 - 223923	200	28. 1.38	20

RAWANG CONCESSIONS LIMITED

M 2146	136301 - 136400	100	6.11.40
M 2147	133601 - 133700	100	6.11.40
M 2148	133401 - 133500	100	6.11.40
M 2181	169301 - 169400	100	16. 5.41
M 2182	124801 - 124900	100	16. 5.41

KUNDANG TIN DREDGING LIMITED

M 2116	45242 - 45316	75	8. 2.41	
M 2116	14809 - 14833	25	8. 2.41	30
M 2117	62205 - 62304	100	8. 2.41	
M 2118	47901 - 48000	100	8. 2.41	
M 2119	112567 - 112666	100	8. 2.41	
M 2146	91350 - 91449	100	21. 2.41	

All the above securities were withdrawn from the Bank on 15.6.1943 by one Mr. Chidambaram Chettiar,

the then Attorney of Mr.M.R.S.L.Letchumanan Chettiar.

As considerable research of our old records relating to pre-war and occupation periods had to be done by us to furnish you with the above information, we shall be glad if you will please remit to us a sum of \$25/- (twenty five Straits Dollars only) towards our fee for the same.

Please acknowledge receipt.

10

Yours faithfully,

Sd.

Manager.

Sd:
Accountant

MRG/ss.

copy to Messrs. Presgrave & Matthews,
Penang.

Exhibits

"C".

Letter, Indian Overseas Bank Ltd., to First Respondent's Solicitors,

3rd April 1956

- continued.

ON APPEAL
FROM THE SUPREME COURT OF THE FEDERATION OF MALAYA
THE COURT OF APPEAL AT PENANG

B E T W E E N :-

CHEW BOON Ee Appellant

- and -

L. RAMANATHAN CHETTIAR in his
capacity as administrator of
the Estate of M.R.S.L.
Letchumanan Chettiar, deceased

First Respondent

RAWANG TIN FIELDS LIMITED	} {	Pro Forma Re- spon- dents	<u>Second Respondent</u>
KUNDANG TIN DREDGING LIMITED,			<u>Third Respondent</u>
RAWANG CONCESSIONS LIMITED,			<u>Fourth Respondent</u>
- and -			
HARRISONS AND CROSFIELD (MALAYA) LIMITED	} {		<u>Fifth Respondent</u>

RECORD OF PROCEEDINGS

GRAHAM PAGE & CO.,
41, Whitehall,
London, S.W.1.
Solicitors for Appellant.

LAWRANCE MESSER & CO.,
16, Coleman Street,
London, E.C.2.
Solicitors for Respondents.