

~~Q.19. C.2.~~

Judgment 28, 1959

IN THE PRIVY COUNCIL

No.37 of 1958

FEDERAL
ON APPEAL FROM THE SUPREME COURT
~~OF TRINIDAD AND TOBAGO~~

B E T W E E N

WILFRED ISAAC (Defendant) Appellant

- and -

HOTEL DE PARIS LIMITED
(Plaintiff) Respondent

RECORD OF PROCEEDINGS

T. L. WILSON & CO.,
6, Westminster Palace Gardens,
London, S.W.1.
Solicitors for the Appellant.

MALCOLM SLOWE & CO.,
213, Piccadilly,
London, W.1.
Solicitors for the Respondent.

IN THE PRIVY COUNCIL

No.37 of 1958

FEDERAL
ON APPEAL FROM THE SUPREME COURT
~~OF~~ TRINIDAD AND ~~TOBAGO~~

B E T W E E N

WILFRED ISAAC (Defendant) Appellant

- and -

HOTEL DE PARIS LIMITED (Plaintiff) Respondent

RECORD OF PROCEEDINGS

INDEX OF REFERENCE

No.	Description of Document	Date	Page
	<u>IN THE SUPREME COURT OF</u> <u>TRINIDAD AND TOBAGO</u>		
1	Writ of Summons	19th October 1956	1
2	Statement of Claim	13th December 1956	3
3	Defence	8th February 1957	4
4	Summons for the appointment of a Receiver	6th August 1957	5
5	Affidavit of A.S. Joseph in support with Exhibits thereto	31st July 1957	6
6	Affidavit of Defendant in opposition with Exhibits thereto	13th August 1957	20
7	Order granting leave to withdraw Summons for appointment of Receiver	9th September 1957	25
8	Opening speech for the Plaintiff	3rd October 1957	26

No.	Description of Document	Date	Page
<u>PLAINTIFF'S EVIDENCE</u>			
9	Attie Saffie Joseph	11th and 21st October 1957	30
10	Egbert Bridgeman	21st and 22nd October 1957	44
11	Anthony Khalil Sabga Aboud	22nd and 23rd October 1957	49
12	Edward Aping	23rd October 1957	57
13	Opening speech for the Defendant	24th October 1957	66
<u>DEFENDANT'S EVIDENCE</u>			
14	Wilfred Isaac	24th, 25th, 28th & 29th October 1957	69
15	Guy de Gannes	29th October 1957	101
16	Elma Lamsee	29th and 30th October 1957	106
<u>PLAINTIFF'S EVIDENCE</u> (by leave of the Court)			
17	Egbert Bridgeman (Recalled)	30th October 1957	111
18	Closing speech for the Defendant	30th October 1957	112
19	Application for amendment of Statement of Claim	30th October 1957	114
20	Concluding speech for the Plaintiff	30th October 1957	115
21	Judgment	6th December 1957	116
22	Order on Judgment	6th December 1957	132

No.	Description of Document	Date	Page
	<u>IN THE WEST INDIAN COURT OF APPEAL</u>		
23	Notice and Grounds of Appeal	2nd January 1958	134
	<u>IN THE FEDERAL SUPREME COURT (On transfer from the West Indian Court of Appeal)</u>		
24	Judgment	27th May 1958	139
25	Order on Judgment	27th May 1958	144
26	Order granting Final Leave to Appeal to Her Majesty in Council	13th October 1958	145

E X H I B I T S

Exhibit Mark	Description of Document	Date	Page
A.	AGREED DOCUMENTS AND CORRESPONDENCE comprising :-		
	"A" Agreement, Attie Saffie Joseph and Wilfred Isaac	1st October 1955	146
	Letter, Chief Fire Officer to Manager, Hotel de Paris	19th January 1956	147
	"B" Letter, G.De Gannes to Attie Joseph	28th February 1956	148
	"C" Exhibit "A.J.I." (Not printed)		149

Exhibit Mark	Description of Document	Date	Page
	Letter, A.K.Sabga Aboud to G. de Gannes	27th March 1956	149
	Letter, G. de Gannes to A.K.Sabga Aboud	3rd April 1956	150
	Letter, C.A.Maing to G. de Gannes	23rd April 1956	150
	Letter, G. de Gannes to C.A.Maing	1st May 1956	151
	"F" Letter, (unsigned) to W. Isaac	8th May 1956	152
	Letter, Wilfred Isaac to E. Aping	21st August 1956	152
	Letter, Wilfred Isaac to E. Aping	21st August 1956	153
	Letter, Wilfred Isaac to E. Aping	5th September 1956	153
	Letter, Wilfred Isaac to Attie S. Joseph	7th January 1957	154
	Letter, Wilfred Isaac to Attie S. Joseph	26th February 1957	154
	Letter, Wilfred Isaac to Attie S. Joseph	3rd April 1957	155
	Draft Agreement, Attie S. Joseph and Others and Wilfred Isaac		155
A.J.2.	Receipt, A.K.Sabga Aboud to Wilfred Isaac	24th October 1955	158
A.J.3.	Receipt, A.K.Sabga Aboud to Wilfred Isaac	7th November 1955	158
A.J.4.	Receipt, A.K.Sabga Aboud to Wilfred Isaac	16th November 1955	158

Exhibit Mark	Description of Document	Date	Page
A.J.5.	Receipt, A.K.Sabga Aboud to Wilfred Isaac	1st December 1955	158
A.J.6.	Receipt, A.K.Sabga Aboud to Wilfred Isaac	3rd October 1955	159
A.J.7.	Seven cheques, drawn by Wilfred Isaac in favour of Hotel de Paris	4th September 1956 to 1st April 1957	159
B.	Evidence of Attie Joseph given in the Magistrate's Court, Port of Spain	23rd October 1957	161
E.A.19.	Receipt, A. Baker to Wilfred Isaac	10th February 1956	163
E.A.20.	Receipt, F. John to Wilfred Isaac	10th February 1956	164
W.I.1.	Night Bar Licence	24th April 1957	164
W.I.2.	Dance Hall Licence	26th October 1956	165
W.I.20.	Letter, Attie S. Joseph to Wilfred Isaac	Undated	165
W.I.21.	Special Hotel Licence	17th April 1956	166
W.I.22.	Renewal of Night Bar Licence	26th January 1956	166
E.L.1.	Letter, E. Lemsee to Mrs. Akow	Undated	168
E.L.2.	Letter, Attie S. Joseph to the Secretary, Licensing Committee	9th June 1956	168

Exhibit Mark	Description of Document	Date	Page
	The following Exhibits have been included in the Record at the request of the Respondent but objected to by the Appellant		
E.A.1. to E.A.18.	Receipts and Bills for wages repairs and materials in respect of the Parisian Hotel	11th October 1955 to 17th February 1956	169
W.I.3.	Cash Register Receipts	11th February to 29th February 1956	187
W.I.4. to W.I.10.	Pay out receipts, Annex to Night Bar	6th February to 23rd February 1956	190
W.I.12.	Pay out receipt, Annex Night Bar	6th February 1956	192
W.I.14.	Pay out receipt, Annex Night Bar	25th February 1956	192
W.I.15.	Pay out receipt, Annex Night Bar	27th February 1956	193

DOCUMENTS NOT TRANSMITTED

Description of Document	Date
<p style="text-align: center;"><u>IN THE SUPREME COURT OF TRINIDAD AND TOBAGO</u></p> <p>Appearance and Notice of Appearance</p>	

Description of Document	Date
<p>Notice of change of Defendant's Solicitor</p> <p>Praecipe for writs of subpoena to witnesses</p> <p style="text-align: center;"><u>IN THE WEST INDIAN COURT</u> <u>OF APPEAL</u></p> <p>Notice to the Respondent of filing of Record</p> <p>Order extending time for filing and serving of Record and other documents</p>	

E X H I B I T S

Exhibit Mark	Description of Document	Date
A.J.1.	Agreement, Attie Saffie Joseph and Wilfred Isaac	1st October 1955
E.B.1.	Account Book	
W.I.11.	Specimen of handwriting of Defendant	
W.I.13.	Receipt	
W.I.16.	Parisian Hotel Guest Book	
W.I.17.	St. James Hotel Guest Book	
W.I.18.	St. James Hotel Stock Book	
W.I.19a	Parisian Hotel Stock Book	

Exhibit Mark	Description of Document	Date
W.I.19b.	Receipts	
W.I.19c.	Receipt Account Book	
W.I.19d.	Petty Stock Book	
W.I.19e.	Market Book	
W.I.19f.	Account Book	
W.I.19g.	Petty Cash Receipt Book	

DOCUMENTS TRANSMITTED BUT NOT PRINTED

Description of Document	Date
<u>IN THE WEST INDIAN COURT OF APPEAL</u>	
Affidavit of service of Notice of Motion and Grounds of Appeal	2nd January 1958
<u>IN THE FEDERAL SUPREME COURT</u>	
Petition for leave to appeal to Her Majesty in Council	27th May 1958
Affidavit in support	27th May 1958
Order granting Conditional Leave to Appeal	29th May 1958
Bond, Wilfred Isaac, and Surety	11th July 1958
Registrar's Certificate of compliance by Appellant with terms of Order of 29th May 1958.	11th July 1958
Notice of Motion for Order granting Final Leave to Appeal to Her Majesty in Council	16th July 1958

Description of Document	Date
Affidavit in support	16th July 1958
Bond, Hotel de Paris Ltd. and Surety	13th October 1958
Affidavit justifying Bond	13th October 1958
Registrar's Certificate of Compliance by Hotel de Paris Ltd. with terms of Order of 29th May 1958	13th October 1958
List of Documents not to be transmitted as agreed by the parties.	

No. 1

WRIT OF SUMMONS

IN THE SUPREME COURT OF TRINIDAD
AND TOBAGO

In the
Supreme Court
of Trinidad
and Tobago

No.1

No. 828 of 1956

Writ of
Summons

BETWEEN

19th October
1956

HOTEL DE PARIS LTD. Plaintiffs

- and -

WILFRED ISAAC Defendant

10

ELIZABETH II, by the Grace
of God of the United King-
dom of Great Britain and
Northern Ireland and of
Her other Realms and Terri-
tories, Queen, Head of the
Commonwealth, Defender of
the Faith.

20

TO: WILFRED ISAAC,
c/o St. James Hotel,
4, Isaac Terrace,
St. James, Port of Spain.

WE command you that within Eight Days after
the service of this Writ on you, inclusive of the
day of such service, you do cause an appearance
to be entered for you in our Supreme Court, Port-
of-Spain, in an action at the suit of HOTEL DE
PARIS LTD. and take notice that in default of
your so doing the Plaintiffs may proceed therein,
and judgment may be given in your absence.

30

WITNESS: THE HONOURABLE Sir Joseph Mathieu-Perez,
Kt., Chief Justice of our said Court at Port-of-
Spain in the said Island of Trinidad, this 19th
day of October, 1956.

N.B.- This Writ is to be served within
Twelve Calendar Months from the date thereof, or,
if renewed within Six Calendar Months from the
date of the last renewal, including the day of

In the
Supreme Court
of Trinidad
and Tobago

No.1

Writ of
Summons

19th October
1956
continued.

such date and not afterwards.

The Defendant may appear hereto by entering an appearance either personally or by Solicitor at the Registrar's Office, at the Court House in the Town of Port-of-Spain.

The Plaintiffs' Claim is :-

1. A declaration that the Plaintiffs are entitled to possession of the premises situate at Abercromby Street and Marine Square (North) and known as the "Parisian Hotel".
2. An Order for possession of the said premises.
3. Compensation for use and occupation of the said premises.
4. Damages for trespass.
5. Such further and other relief as the case may require.

10

This Writ was issued by T. MALCOLM MILNE & CO., of No.70, Queen Street, Port of Spain, (and whose address for service is the same), Solicitors for the said Plaintiffs who are a Company Registered under the Companies Ordinance and having their registered office at No.7 Abercromby Street, in the City of Port-of-Spain.

20

T. Malcolm Milne & Co.,

Plaintiff's Solicitors.

This Writ was served by me at
.....
on the Defendant, on.....the.....
day of19

Endorsed on the day of

30

3.

No. 2

STATEMENT OF CLAIM

IN THE SUPREME COURT OF TRINIDAD
AND TOBAGO

In the
Supreme Court
of Trinidad
and Tobago

No.2

Statement of
Claim

13th December
1956

No. 828 of 1956

BETWEEN

HOTEL DE PARIS LTD. Plaintiffs

- and -

WILFRED ISAAC Defendant

10 STATEMENT OF CLAIM of the above-named
Plaintiffs delivered this 13th day of December,
1956, by their Solicitors Messrs.T.Malcolm Milne
& Co. of No.30 Abercromby Street, Port of Spain.
T. Malcolm Milne & Co.,
Plaintiffs' Solicitors.

1. The Plaintiff is a limited liability com-
pany registered under the Companies Ordinance
Ch. 31 No.1. and having its registered office
at No.7 Abercromby Street, Port-of Spain.

20 2. The Defendant is a proprietor and resides
at 4 Isaac Terrace St. James.

3. The Plaintiff is the lessee of certain prem-
ises at the corner of Marine Square and Aber-
cromby Street, Port of Spain, known as "The
Parisian Hotel", the property of Emmanuel Fer-
nandez and entitled to the possession thereof.

30 4. The Defendant has since the 1st day of
March 1956, been and is wrongfully in possession
of the said premises and has refused to give to
the Plaintiff possession of the premises.

And the Plaintiff claims :

(1) A declaration that the Plaintiffs are

In the
Supreme Court
of Trinidad
and Tobago

No.2
Statement of
Claim

13th December
1956
continued

entitled to possession of the premises situ-
ate at the corner of Abercromby Street and
Marine Square and known as the Parisian
Hotel

- (2) Possession of the said premises
- (3) Mesne profits
- (4) Damages for Trespass.
- (5) Such further or other relief as the case.

Sgd. A.K. Sabga Aboud 10
of Counsel.

Defence

We accept delivery of the within Statement
of Defence although the time for delivery of same
has expired.

T. Malcolm Milne & Co.,
Plaintiff's Solicitors.

No.3
Defence
8th February
1957.

No. 3
D E F E N C E
IN THE SUPREME COURT OF TRINIDAD
AND TOBAGO

20

No.828 of 1956

BETWEEN
HOTEL DE PARIS LTD. Plaintiffs
- and -
WILFRED ISAAC Defendant

D E F E N C E of the above Defendant deliver-
ed by his Solicitor Mr.Guy de Gannes of 41 St.
Vincent Street, Port of Spain, this 8th day of
February, 1957.

30

Sgd. Guy de Gannes,
Defendant's Solicitor.

1. The defendant admits paragraphs 1 and 2 of the

Statement of Claim.

2. The defendant denies paragraphs 3 and 4 of the Statement of Claim.

3. The defendant is the tenant of the Plaintiff in respect of the second and third floors of premises situate at the Corner of Marine Square and Abercromby Street, Port of Spain known as "Parisian Hotel" at a monthly rental of \$250.00.

10

4. The defendant denies that he is wrongly in possession of the said premises or that the Plaintiffs are entitled to the relief claimed in the said Statement of Claim.

Save as to any admissions the defendant denies each and every allegation contained in the Statement of Claim as if the same were herein set out and traversed seriatim.

Sgd. W. Gaspard
of Counsel.

No.4

SUMMONS FOR THE APPOINTMENT
OF A RECEIVER

20

IN THE SUPREME COURT OF TRINIDAD
AND TOBAGO

No. 828 of 1956

BETWEEN

HOTEL DE PARIS LTD. Plaintiffs

- and -

WILFRED ISAAC Defendant

30

LET all parties concerned attend the Judge in Chambers on Wednesday the 14th day of August, 1957, at 10.00 o'clock in the forenoon, on the hearing of an application on the part of the plaintiff that some proper person on giving security may be appointed until the hearing of this action or

In the
Supreme Court
of Trinidad
and Tobago

No.3
Defence

8th February
1957
continued

No.4

Summons for
the Appoint-
ment of a
Receiver

6th August
1957.

In the
Supreme Court
of Trinidad
and Tobago

until further order to receive the premises rented by the plaintiff situate at No.10 Abercromby Street, in the City of Port of Spain known as the Parisian Hotel and that for that purpose all proper directions may be given.

No.4

Summons for
the Appointment of a
Receiver

Dated this 6th day of August, 1957.

T. Malcolm Milne & Co.,
Plaintiffs' Solicitors.

6th August 1957
continued.

This summons was taken out by Messrs. T. Malcolm Milne & Co., of No.30 Abercromby Street, Port of Spain, Solicitors for the plaintiff

10

The Registrar of the Supreme Court, and

TO:

Mr. Guy de Gannes,
Defendant's Solicitor.

No.5

Affidavit in
support with
Exhibits thereto.

No.5

AFFIDAVIT IN SUPPORT WITH
EXHIBITS THERETO

31st July 1957.

IN THE SUPREME COURT OF TRINIDAD
AND TOBAGO

20

No.828 of 1956

BETWEEN

HOTEL DE PARIS LTD. Plaintiff

- and -

WILFRED ISAAC Defendant

I, ATTIE SAFFIE JOSEPH, of No.11 Taylor Street, in the City of Port of Spain, in the Island of Trinidad, Company Director, make oath and say as follows :-

30

1. I am a Director of the plaintiff-company

(hereinafter called "the company") and duly authorised to make this affidavit.

In the
Supreme Court
of Trinidad
and Tobago

No.5

Affidavit in
support with
Exhibits
thereto.

31st July 1957
continued.

2. The share capital of the company is \$30,000.00 divided into 300 Ordinary Shares of \$100.00 each. Of these shares 64 are fully paid up and I hold 54 of them in my own name. These shares were purchased by me from the then Shareholders at and for the sum of \$12,000.00.

10 3. The principal business of the Company is that of hoteliers which it carries on at the two premises situate respectively at No. 7, Abercromby Street, in the City of Port of Spain, known as Hotel de Paris and at No.10 Abercromby Street, in the said City, known as the Parisian Hotel (hereinafter called "the Parisian Hotel") and rented by the Company from one Manoel Fernandes.

4. From the date of my purchase of the said shares I have managed the Company's business.

20 5. Sometime in the year 1955, I agreed to sell to the defendant 15 of my said shares at the price and on the terms and conditions set out in an agreement dated the 1st day of October, 1955, a copy whereof is hereto annexed and marked "A".

6. Subsequent to the execution of the said agreement, the defendant with my approval supervised the doing of certain repairs to the Parisian Hotel. These repairs cost about \$2,000.00 and were paid for by the company.

30 7. Sometime towards the end of 1955, the defendant suggested to me that the company should apply for a night bar licence under the Liquor Licences Ordinance, 1955, in respect of the Parisian Hotel. I agreed, but, as I was then ill, required him to make the necessary arrangements for the making of the application. This he did at the company's expense. The licence was granted to the defendant in respect of the top floor of the Parisian Hotel on the 26th day of January, 1956. He erected a sign outside the Parisian Hotel which read "Wilfred Isaac and Hotel de Paris annexe Night Bar." I enquired from him why he had put his name on the sign. He replied that there was no significance in his name. I did not know that he had obtained the licence in his own name. I only discovered this

40

In the
Supreme Court
of Trinidad
and Tobago

No.5

Affidavit in
support with
Exhibits
thereto.

31st July 1957
continued

fact subsequently in the circumstances herein-
after set out.

8. No.10 Abercromby Street is comprised of three stories, namely, the ground floor, first floor and the second floor. The company rents the first and second floors. The application in respect of the night bar was made in respect of the first floor. In the licence it is this floor which is described as the top floor.

9. Under the terms of the said agreement the defendant made the following payments to me for the said shares he agreed to buy namely, \$1,000.00 on the execution of the said agreement, \$314.60 on the 24th of October, 1955, \$300.00 on the 7th day of November, 1955, \$214.60 on the 16th day of November, 1955 and \$300.00 on the 1st day of December, 1955. Since this last payment, he has made no further payments to me.

10

10. In the month of February, 1956, the defendant at his own expense purchased spirituous liquors to stock the night bar. He had been carrying on the business of the night bar ostensibly in the name of the company. I objected to what he had done and told him that all purchases must be made through the company that proper books of account should be kept and that, unless he complied with these conditions, I would close down the Parisian Hotel. He replied that I could do what I liked.

20

11. I went to the office of the Clerk of the Peace, Port of Spain Magistracy sometime in the month of February, 1956, and there learned for the first time that the defendant had applied for and obtained the night bar licence in his own name and not in the name of the company. I did not return to the Parisian Hotel, as the defendant threatened me with physical violence.

30

12. In an effort to resolve the differences between the defendant and me, a conference was arranged by the defendant, his solicitor Mr. Guy de Gannes, my counsel, Mr. Aboud Sabga, and myself. A compromise was arranged subject to the terms thereof being formally reduced into writing by the said counsel and approved by the defendant's said counsel.

40

13. On the 28th February 1956, the defendant's

solicitor wrote to me. A true copy of this letter is hereto annexed and marked "B".

In the
Supreme Court
of Trinidad
and Tobago

No.5
Affidavit in
support with
Exhibits
thereto.

10 14. On the 27th of March, 1956, my counsel addressed a letter to the defendant's solicitor, in which was enclosed a draft agreement incorporating the terms of the said agreement referred to in paragraph 12 hereof to be approved by the defendant's solicitor. A true copy of the said letter is annexed hereto and marked "C". A true copy of the said draft agreement is hereto annexed and marked "D". Neither the defendant nor his solicitor replied to this letter nor was the draft agreement ever signed.

31st July 1957
continued

15. On the 23rd of April, 1956, my then Solicitor Mr. Charles Maing, wrote to the defendant. A true copy of this letter is hereto annexed, and marked "E".

20 16. On the 7th day of May, 1956, I wrote to the defendant. A true copy of this letter is hereto annexed and marked "F".

30 17. The defendant has already made three applications in his own name for a Hotel Spirit Licence in respect of the Parisian Hotel. The first of these applications were disallowed in November, 1956, the second on the First of February, 1957 and the third on the 11th day of April, 1957. The defendant appealed against the latter decision, his appeal was allowed and the application referred back to Licensing Committee for the Licensing District of the County of St. George West to be heard de novo.

40 18. The Parisian Hotel is unsuitable for the purpose of carrying on a hotel because of the lack of means of getting to and from the first floor of the premises which in the event of a fire on the premises would constitute a serious danger to any guests accommodated there, and the company was so advised by an officer of the fire Brigade Department in a letter, a copy of which is hereto annexed and marked "G".

19. Save for the payment of rent, the defendant has neither executed nor fulfilled the terms of the said draft agreement.

20. The defendant has not accounted for his

In the
Supreme Court
of Trinidad
and Tobago

No.5

Affidavit in
support with
Exhibits
thereto.

31st July 1957
continued

working of the said business carried on at the Parisian Hotel or any profits thereby earned and remains in possession of the first floor of the premises and the second floor into which he has unlawfully entered in spite of the request of the plaintiff to vacate the same.

21. I am advised and verily believe that if the defendant is allowed to remain in possession of the Parisian Hotel and to manage the business carried on there at until the final determination of this matter the company will suffer financial loss and incur liabilities while having no control over the said premises and the regulation of the said business and with no prospect of deriving any profit from the said business.

10

Sworn by the within-)
named Attie Saffie)
Joseph at Port of) Sgd. Attie S. Joseph
Spain this 31st day)
of July, 1957.)

20

Before me,
R. Leyland Laforest
Commissioner of Affidavits.

Filed on behalf of the Plaintiff.

Exhibits attached to affidavit of
Attie S. Joseph

"A"

TRINIDAD :

AN AGREEMENT made this first day of October in the year of Our Lord One thousand nine hundred and fifty-five Between ATTIE SAFFIE JOSEPH of the City of Port of Spain in the Island of Trinidad, Proprietor, (hereinafter called "the Vendor" of the One Part and WILFRED ISAAC of the said City of Port of Spain, proprietor (hereinafter called "the Purchaser") of the Other Part

30

WHEREAS:

1. The Vendor is seised and possessed of a number of shares in Hotel de Paris, Limited.

2. And Whereas the Vendor has agreed to sell and the Purchaser to Purchase 15 of the said shares in the said company at and for the price or sum of \$312.50 per share fully paid up and free from all encumbrances, upon the terms and conditions hereinafter stated.

In the
Supreme Court
of Trinidad
and Tobago

No.5
Affidavit in
support with
Exhibits
thereto.

NOW IT IS HEREBY AGREED as follows :-

31st July 1957
continued

10 1. The Vendor will sell and the Purchaser will buy free from encumbrances 15 shares fully paid up in Hotel de Paris Limited from the Vendor for the price or sum of Four thousand six hundred and eighty seven dollars and fifty cents.

20 2. The Purchaser will pay on or before the signing of this agreement the sum of One Thousand dollars being part deposit on the payment of the principal sum aforesaid (the receipt whereof the Vendor hereby acknowledges) and the balance or sum of Three thousand six hundred and eighty-seven dollars and forty-cents by equal monthly payments of six hundred and fourteen dollars and fifty-nine cents the first such payment to be made on the 31st day of October 1955.

3. The transfer of the said Shares will be completed within three days after the final payment of the principal sum aforesaid.

30 4. Should the Purchaser fail to observe or comply with any of the foregoing stipulations on his part herein contained his said deposit of One thousand dollars together with any further payments (if any) not exceeding in all however Two thousand dollars shall be forfeited to the Vendor and retained by him as liquidated damages and time is hereby agreed to be the essence of the contract.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first herein written

40 Signed by the within named Attie)
Saffie Joseph in the presence of) Attie S. Joseph
A.L. Sabga Aboud.)

Signed by the within named)
Wilfred Isaac in the presence of:) Wilfred Isaac.
A.L. Sabga Aboud, Barrister-at-Law)

This is the copy of the agreement marked "A" referred to in the prefixed affidavit of Attie Saffie Joseph sworn to before me this 31st day of July, 1957.

R. Leyland Laforest,
Commissioner of Affidavits.

12.

In the
Supreme Court
of Trinidad
and Tobago

"B"

GUY DE GANNES
SOLICITOR AND CONVEYANCER.

No.5
Affidavit in
support with
Exhibits
thereto

41, St. Vincent Street,
Port of Spain.

Trinidad, B.W.I.

31st July 1957
continued

February, 28th, 1956.

Attie Joseph, Esq.,
Hotel de Paris,
Port of Spain.

10

Sir,

My client Mr. Wilfred Isaac has instructed me to inform you that he has deposited the balance of money due for the purpose of his shares in the Hotel de Paris Ltd., as per agreement dated the 1st day of October, 1955, which agreement was reviewed at a meeting held between the parties and their Lawyers at the Hotel de Paris on the night of the 17th instant when the proposed terms of a new agreement were drafted and taken by your Lawyer to be drawn up and sent to me for revision. Not having heard any further about the matter I ask that you have the Share Certificates prepared as early as possible in order that I may send you my cheque in full settlement.

20

Yours faithfully,
Guy de Gannes.

GdeG: jem

This is a copy of the letter referred to as marked "B" in the prefixed affidavit of Attie Saffie Joseph sworn to before me this 31st day of July, 1957.

30

R. Leyland Laforest,
Commissioner of Affidavits.

"C"

Exhibit "A.J.1."

sgd. C.E.Bramble,

Chairman, Lic. Committee, 26.1.57.

In the
Supreme Court
of Trinidad
and Tobago

No.5
Affidavit in
support with
Exhibits
thereto

27th March, 1956

31288

31st July 1957
continued

Guy de Gannes, Esq.,
Solicitor & Conveyancer,
41 St.Vincent Street,
Port of Spain.

10

Dear de Gannes,

Re: Agreement Attie S. Joseph
and Wilfred Isaac

Please find enclosed herewith a draft copy for your approval of the proposed terms of the agreement arrived at on the 17th day of February, as referred to in your letter of the 28th February.

As soon as it has been approved by you, the Share Certificates will be transferred to your Client.

20

Yours faithfully,

Sgd. A.K. Sabga Aboud

Encl:

This is a copy of the letter marked "C" referred to in the prefixed affidavit of Attie Saffie Joseph sworn to before me this 31st day of July, 1957.

R. Leyland Laforest,

Commissioner of Affidavits.

30

In the
Supreme Court
of Trinidad
and Tobago

"D"

No.5

Affidavit in
support with
Exhibits
thereto

This is the copy of the draft agreement marked "D" referred to in the prefixed affidavit of Attie Saffie Joseph sworn to before me this 31st day of July, 1957.

R. Leyland Laforest

Commissioner of Affidavits.

31st July 1957
continued

AN AGREEMENT made this _____ day of _____ 1956, Between ATTIE SAFFIE JOSEPH of the City of Port of Spain in the Island of Trinidad, Proprietor ELSEE LAMSEE of the Town of San Fernando, Widow and THERESA JONES of the said City of Port of Spain, Spinster, of the one part and WILFRED ISAAC of the said City of Port of Spain, Club Owner, of the other part.

10

Whereas Attie Saffie Joseph is seised and possessed of Thirty-one (31) shares in Hotel de Paris Ltd. (hereinafter called "the Company") and has contracted with Wilfred Isaac for the sale to him of fifteen (15) shares at the price or sum of Three Hundred and Twelve Dollars and Fifty-cents per share upon the terms and conditions hereinafter mentioned.

20

AND WHEREAS the said Elsee Lamsee and Theresa Jones are shareholders in the Company and have agreed to join in these presents for the purpose of affirming and consenting to the said terms and conditions following :

NOW IS IS HEREBY AGREED between the parties hereto as follows :-

30

1. In consideration of the sum of Four Thousand Six Hundred and Eighty-Seven Dollars and Fifty cents paid by the said Wilfred Isaac on or before the execution of these presents (the receipt of which sum the said Attie Saffie hereby acknowledges) the said Attie Saffie Joseph hereby delivers unto the said Wilfred Isaac fifteen (15) shares fully paid up in the Company (the receipt of which shares the said Wilfred Isaac hereby acknowledges).

40

2. The said Wilfred Isaac shall take and manage

for his own use and benefit the whole of the second floor of the Parisian Hotel and the same shall represent all his shares and all his interest in the Company. The said Attie Saffie Joseph, Elsee Lamsee and Theresa Jones hereby disclaim all rights to dividends in respect of profits (if any) made by and from the said Dance Hall and Bar Room and the said Wilfred Isaac disclaims all rights and dividends in respect of profits (if any) made by and from the remaining interests of the Company.

In the
Supreme Court
of Trinidad
and Tobago

No.5

Affidavit in
support with
Exhibits
thereto

31st July 1957
continued

3. The said Wilfred Isaac hereby further agrees to indemnify the parties of the first part against all debts (if any) contracted by him in respect of the said Dance Hall and Bar Room and for that purpose delivers his said shares as security (the receipt of which shares the parties of the first part hereby jointly and severally acknowledge), and that the parties of the first part hereby jointly and severally agree to indemnify the said Wilfred Isaac against all debts (if any) contracted by the remaining interest of the Company. And the parties hereto shall keep or cause to be kept good and proper books of account of all transactions and income which said books shall be kept open to inspection at all times by either party or their authorised agents.

4. The said Wilfred Isaac hereby further agrees in consideration of these presents not to occupy use or let for any purposes whatsoever any of the rooms at the top floor of the said Parisian Hotel but that the entrance thereto shall at all times be closed or cause the company to be prosecuted for any immoral act in breach of which his said shares would be forfeited to the said parties of the first part.

5. The said Wilfred Isaac hereby further agrees to pay the rent of \$250.00 per month for the said second floor together with all disbursements in respect of telephones, electricity and other expenses incurred by him.

6. The said parties hereto hereby further jointly and severally agree to put up for sale the entire interests of Hotel de Paris Limited wherever situate and upon such sale to execute proper instruments of transfer for their respective

In the
Supreme Court
of Trinidad
and Tobago

shares to the Purchaser.

IN WITNESS WHEREOF the said parties hereto
have hereunto set their hands the day and year
first herein written.

No.5

Affidavit in
support with
Exhibits
thereto

Signed by the within named)
Attie Saffie Joseph in the)
Presence of:)

And of me,

31st July 1957
continued

Signed by the within named)
Elsee Lamsee in the pre-)
sence of :)

10

And of me,

Signed by the within named)
Theresa Jones in the pre-)
sence of :)

And of me,

Signed by the within named)
Wilfred Isaac in the pre-)
sence of:)

20

And of me,

"E"

Exhibit "A.J.2."
sgd. C.E.Bramble,
Chairman, Lic.Committee,
25.1.57.

30A St.Vincent Street,

23rd April, 1956.

Guy de Gannes, Esq.,
Solicitor & Conveyancer,
41, St.Vincent Street,
Port of Spain.

30

Dear Sir,

Re: Agreement between Attie S.Joseph
& Wilfred Isaac:

Your letter of the 28th February, 1956,
addressed to my client, Mr. Attie Joseph, has
been handed to me with instructions to reply
thereto.

My instructions are that the share certificates referred to in your said letter have been prepared and were ready for delivery since the 7th ultimo but that the same cannot be delivered until the agreement referred to in your said letter is signed by your client.

In the
Supreme Court
of Trinidad
and Tobago

No.5

Affidavit in
support with
Exhibits
thereto

31st July 1957
continued

10

In the circumstances, and particularly bearing in mind that time was of the essence of the agreement, please be informed that if the balance of the money owing to my client is not paid within 7 days from the date hereof, my client will deem the original agreement null and void, and such sums of money so deposited will be forfeited to my client as liquidated damages in accordance with clause (4) thereof.

Yours faithfully,
(Unsigned)
Sgd. Charles Maing.
Solicitor.

20

This is a copy of the letter marked "E" referred to in the prefixed affidavit of Attie Saffie Joseph sworn to before me this 31st day of July 1957.

R. Leyland Laforest,
Commissioner of Affidavits.

"F"

Hotel de Paris Limited,
7 Abercromby Street,
7th May, 1956.

30

Mr. Wilfred Isaac,
St. James Hotel,
Bournes Road,
St. James.

Dear Sir,

Re: Agreement for purchase of Shares
in the Hotel de Paris Limited.

40

I have to refer to previous correspondence passing between us on the above-mentioned subject and to inform you that your deposits made under the above agreement have been forfeited. You are required to remove and take away such

In the
Supreme Court
of Trinidad
and Tobago

No.5
Affidavit in
support with
Exhibits
thereto
31st July 1957
continued

stock and other materials as you have at the Parisian Hotel within seven (7) days of the date hereof, and I am to warn you that if you fail to do so I shall be obliged to take such steps as may be necessary to have them removed therefrom.

Yours faithfully,

This is the copy of the letter marked "F" referred to in the prefixed affidavit of Attie Saffie Joseph sworn to before me this 31st day of July, 1957.

10

R. Leyland Laforest,
Commissioner of Affidavits.

"G"

F.B. 159/8

19th January, 1956.

The Manager,
Hotel de Paris,
Abercromby Street,
Port of Spain.

Dear Sir,

20

Old Ice House Building, eastern side-
Corner Abercromby Street, and Marine
Square:

A recent inspection was made to the first floor of the above-mentioned premises by the Chief Fire Officer and Deputy Chief Fire Officer in connection with an application for a Dance Hall Licence. Whilst carrying out the inspection opportunity was taken to inspect the second floor of these premises, where it was found sleeping accommodation is provided for, it is understood, the over flow population from your Hotel.

30

The first risk in itself is extremely hazardous, the quarters provided for sleeping being principally of wood surrounded by wooden floor construction, in addition to which there is only one operative staircase in use from the second floor.

10 I have to advise you that in the event of fire occurring on the ground or first floor and obstructing the one and only staircase, without doubt the sleeping residents on the second floor would be trapped with the consequent possibilities of high loss of life in the ensuing fire.

Furthermore, access for Fire Escape Ladders in the event of an incident at these premises is extremely difficult as overhead wires, both electrical and telephone, would impede the use of ladders in attempting to rescue persons from the upper floors.

20 Under no circumstances can the Fire Department approve the use of the second floor of the building for sleeping accommodation, and I have to advise in your own interest that you give immediate and urgent consideration to the provision of suitable means of escape together with alternatives, as the possibility of fire in the premises, together with the disastrous consequences of loss of life is ever present within the building whilst occupied in its present condition.

30

Yours faithfully,

for Chief Fire Officer.

This is the copy of the letter marked "G" referred to in the prefixed affidavit of Attie Saffie Joseph sworn to before me this 31st day of July, 1957.

R. Leyland Laforest

Commissioner of Affidavits.

In the
Supreme Court
of Trinidad
and Tobago

No.5

Affidavit in
support with
Exhibits
thereto

31st July 1957
continued

In the
Supreme Court
of Trinidad
and Tobago

No.6

AFFIDAVIT OF DEFENDANT IN OPPOSITION
WITH EXHIBITS THERETO

No.6

IN THE SUPREME COURT OF TRINIDAD AND
TOBAGO

Affidavit of
Defendant in
opposition
with Exhibits
thereto.

No. 828 of 1956.

BETWEEN

13th August
1957.

HOTEL DE PARIS LTD. Plaintiff

- and -

WILFRED ISAAC Defendant

I, WILFRED ISAAC of St. James in the City of Port of Spain in the Island of Trinidad hotel proprietor and the Defendant herein make oath and say as follows :- 10

1. I have read the affidavit of Attie Saffie Joseph sworn on the 31st day of July, 1957, and filed herein.

2. Sometime early in September 1955 the Plaintiff by its Managing Director and agent the said Attie Saffie Joseph (who at all material time has held the share control in the plaintiff company) engaged me this deponent as Manager of its hotel business then being carried on at the two sets of premises (referred to in paragraph 3 of the said affidavit) at a salary of \$400.00 a month. 20

3. I continued as Manager as aforesaid until some time towards the end of December 1955 when in the circumstances set out in paragraph 4 hereof I voluntarily ceased to be such.

4. The plaintiff failed to pay me any part of my said salary by reason as alleged by its said managing director, of its impecuniosity. In the circumstances towards the end of December as aforesaid the said managing director (in view of the Plaintiff's said alleged inability to pay me my salary or any part thereof which I agreed to forego) as agent and on behalf of the plaintiff agreed 30

to sub-let to me the premises known as the Parisian Hotel at the rent payable by the Plaintiff therefor namely \$250.00 a month beginning from the 1st December 1955. It was then also agreed that certain necessary repairs to the said premises would be done by the plaintiff.

10 5. In accordance with that agreement I took possession of the premises of the said Parisian Hotel and have ever since regularly paid the rent therefor to the plaintiff and carried on a hotel business therein.

20 6. In pursuance of the plaintiff's said agreement to repair the said premises the managing director authorised me to employ carpenters and other workmen and provided certain materials for the purpose but after about 1 week's such work on the premises the said managing director informed me there was no more money for repairs and that all further such work would have to be done (if at all) at my expense. In view therefore of my interest and commitments in the matter I agreed to complete the necessary repairs myself and these absorbed \$2000. for materials and \$800. for labour. It is untrue that the Plaintiff spend \$2000. or any such sum for repairs as alleged in paragraph 6 of the said managing director's affidavit. The true figure for such work as was done by the plaintiff is in the vicinity of \$800. for both labour and materials.

30 7. Some time in the month of February 1956 it was considered desirable to formulate and embody the said tenancy agreement and certain private share transactions between the said managing director and myself in a written agreement, and accordingly on the 17th February, 1956 the meeting referred to in paragraph 12 of the affidavit of the said Attie Saffie Joseph took place at which agreement on these two matters was confirmed and only the formal document incorporating them remained to be drawn.

40

8. The so called draft agreement referred to in paragraph 14 of the said affidavit of the said Attie Saffie Joseph is not in the terms agreed upon; and this was made clear to the then Solicitor of the Plaintiff (Mr. Charles Maing) by my then Solicitor (Mr. Guy de Gannes) by letter of the 1st day of May, 1956.

In the
Supreme Court
of Trinidad
and Tobago.

No.6

Affidavit of
Defendant in
opposition
with Exhibits
thereto.

13th August
1957.
continued

In the
Supreme Court
of Trinidad
and Tobago

No.6

Affidavit of
Defendant in
opposition
with Exhibits
thereto.

13th August
1957.
continued

9. It is not true as stated by the said deponent Attie Saffie Joseph in paragraph 14 of his said affidavit that neither I nor my Solicitor replied to the letter referred to therein and marked "C". My then Solicitor by letter dated the 3rd April, 1956 addressed to Mr. Sabga Aboud then Counsel for the Plaintiff and by the said letter of the 1st May, 1956, addressed to Mr. Charles A. Maing aforesaid duly replied to the letter referred to, from the former of which it will be seen that both the said Counsel and the said Managing Director were in conference on the matter at the office of my former solicitor on the 3rd day of April 1956. A true copy of each of the said two letters from my then Solicitor is hereto annexed and marked "H & I" respectively.

10

10. It is true as referred to in paragraph 17 of the affidavit of the said Attie Saffie Joseph that the plaintiff through its said managing director, objected to the applications mentioned therein but such objections were in breach of the contract of tenancy and made solely with the object of embarrassing me in the reasonable operation and conduct of the said Parisian Hotel.

20

11. The contents of paragraph 7 of the said affidavit of the managing director are untrue in that the requirement of a night bar licence and subsequently of a hotel spirit licence was a matter of my own business as sub-lessee of the said hotel premises. Moreover my reason for altering the nature of the licence as aforesaid was chiefly to avoid complaints of neighbours of the noise the night bar sometimes inevitably tended to create.

30

12. There was never any agreement or obligation to purchase goods through the plaintiff or to provide the plaintiff with any accounts of my said business as wrongly suggested in paragraph 10 of the affidavit of the said managing director. Further, this was one of the objectionable features of the said draft agreement and formed no part of the contract of the 17th July aforesaid.

40

13. At a hearing before the licensing Committee on the 31st July 1957 Sir Courtenay Hannays Q.C. appeared as Senior Counsel for the plaintiff and objected to the application for a licence being heard or determined before the determination of this application for the appointment of a Receiver

and the said counsel was by that means able to obtain an adjournment of the hearing of that application till after the assumed determination of the Summons herein; to wit to the 25th day of September 1957.

In the
Supreme Court
of Trinidad
and Tobago

No.6

Affidavit of
Defendant in
opposition
with Exhibits
thereto.

10

14. I verily and truly believe that the plaintiff by the agency of its said Managing Director is improperly and in breach of the said tenancy agreement by means of this application endeavouring to frustrate and embarrass me in my business as its sub-lessee of the said Hotel premises for which I have paid to it or for its purpose and at its request valuable consideration and in respect of which said premises I am the tenant as aforesaid.

13th August
1957.
continued

Sworn to at No.28 St.Vincent)
Street, Port of Spain, this) Wilfred Isaac.
13th day of August 1957.)

Before me,

20

O.E.Morle,

Commissioner of Affidavits.

Filed on behalf of the Defendant herein.

This is the copy of the letter marked "H" referred to in the affidavit of Wilfred Isaac sworn to before me this 13th day of August, 1957.

O.E. Morle,

Commissioner of Affidavits.

April 3rd 1957.

30

A.K.Sabga Aboud, Esq.,
Barrister at Law,
Chambers,

Dear Sir,

Re: Agreement of Attie S. Joseph and
Wilfred Isaac:

Since your visit to my office with Mr. Joseph this morning my client Mr. Wilfred Isaac called

In the
Supreme Court
of Trinidad
and Tobago

No.6

Affidavit of
Defendant in
opposition
with Exhibits
thereto

13th August
1957.

continued

to see me to discuss the terms of the Draft Agree-
ment but as I have been busy in Court I was unable
to go into same today. In the meantime I am send-
ing the sum of \$250.00 being rent to 1st, April,
1956, for Parisian Hotel which he deposited with
me and for which I would like to have your acknow-
ledgment until we have more time to go into the
matter.

Yours faithfully,

Guy de Gannes

GdeG:jem.

10

"I"

This is the copy of the Letter marked "I"
referred to in the affidavit of Wilfred
Isaac sworn to before me this 13th day of
August 1957.

O.E.Morle,

Commissioner of Affidavits.

1st May

Charles A. Maing, Esq.,
Solicitor etc.,
St.Vincent Street,
Port of Spain.

20

Dear Sir,

Re: Agreement between Attie S. Joseph
and Wilfred Isaac:

In reply to your letter of the 23rd April,
1956, I beg to state that my client has this day
handed me the draft agreement which he finds does
not comply with the findings arrived at our meet-
ing on the 17th February and has instructed me to
re-draft same according to his suggestions and
forward same for your consideration.

30

He has further instructed me to send here-
with the sum of \$250.00 being rent to the 30th
April, 1956, with respect to Parisian Hotel as
you are now Solicitor in the matter.

Yours faithfully,

GdeG: jem.

No.7

ORDER GRANTING LEAVE TO WITHDRAW SUMMONS
FOR APPOINTMENT OF RECEIVER

In the
Supreme Court
of Trinidad
and Tobago

IN THE SUPREME COURT OF TRINIDAD AND
TOBAGO

BETWEEN

HOTEL DE PARIS LTD., Plaintiff

- and -

WILFRED ISAAC Defendant.

No.7

Order granting
leave to with-
draw Summons
for appointment
of Receiver.

9th September
1957.

10 IN CHAMBERS:

Entered the 17th day of September 1957.

On the 9th day of September 1957

Before the Honourable Mr. Justice Clement
Phillips, Acting.

20

On the adjourned hearing of the summons
issued herein on the 6th day of August, 1957, up-
on reading the said summons, the affidavit of
Attie Saffie Joseph, sworn to on the 31st day of
July, 1957, with the exhibits thereto attached
and marked "A", "B", "C", "D", "E", "F", and "G"
and the affidavit of Wilfred Isaac sworn to on
the 13th day of August, 1957 with the exhibits
thereto attached and marked "H" and "I", all fil-
ed herein and upon hearing counsel for the Plain-
tiffs and counsel for the defendant and the de-
fendant by his counsel undertaking not to proceed
with his application for a Liquor Licence in re-
spect of the premises known as the Parisian Hotel
situate at No.10 Abercromby Street, in the City
of Port of Spain, until after the trial of this
action or until further order

30

IT IS ORDERED

That this action be and the same is hereby
deemed fit for trial during the vacation:

In the
Supreme Court
of Trinidad
and Tobago

No.7

Order granting
leave to with-
draw Summons
for appointment
of Receiver.

9th September
1957.
continued

AND IT IS FURTHER ORDERED

That leave be and the same is hereby granted
to the plaintiffs to withdraw the said summons
issued herein on the 6th day of August, 1957;

AND IT IS FURTHER ORDERED

That this action be and the same is hereby
fixed for hearing on the 2nd day of October, 1957
and that the costs of this application be costs
in the cause.

Fit for counsel. Liberty to apply.

10

J.B. Mc Dowell,

Actg. Deputy-Registrar.

No.8

Opening Speech
for Plaintiff.

3rd October 1957.

No.8

OPENING SPEECH FOR PLAINTIFF

IN THE SUPREME COURT OF TRINIDAD AND
TOBAGO

BETWEEN

HOTEL DE PARIS LTD.

Plaintiff

- and -

WILFRED ISAAC

Defendant

20

Thursday 3rd October, 1957 at 11 a.m.

Sir Courtenay Hannays, Q.C. (L.A.Seemungal with
him) for the plaintiff. Mr.J.A.Wharton (W. J.
Alexander with him) for the defendant.

Sir Courtenay Hannays, Q.C. opens: Action for
recovery of possession of premises known as
'Parisian Hotel'. The whole dispute is about the
Parisian Hotel. Sometime in 1955 Mr.Attie Joseph
purchased shares in Hotel de Paris, Ltd. and had
controlling interest. In August or September 1955

30

defendant approached Joseph with a view to purchasing some shares. Agreement by Joseph to sell defendant 15 shares dated 1st October 1955.

Refer to Clause 4 of the agreement.

On 24th October 1955 defendant paid \$314.60

On 7th November 1955 defendant paid \$300.

Next payment due 30th November 1955.

On 16th November 1955 paid \$214.00

On 1st December 1955 paid \$300.

10 still owing \$100. and no further payment made.

Joseph will say that on request of defendant he got the defendant to supervise some repair work done to Parisian Hotel, for which Joseph paid \$2,000.

20 Joseph fell ill about end of 1955 and defendant suggested that the company could make some money by taking out a night-bar licence in connection with the Parisian Hotel. Joseph agreed and told the defendant to get the licence. On 27th January 1956 defendant took out the licence in his own name. Defendant put a sign outside Parisian Hotel "Wilfred Isaac and Hotel de Paris Annex Night Bar".

Joseph discovered that defendant was himself purchasing liquor to stock the Parisian Hotel and also that the licence had been taken out in defendant's name.

30 Later-conference arranged between the parties and agreement arrived at in terms of draft agreement "D". Conference took place on 17th February, 1956.

Draft agreement is one and indivisible.

Up to now defendant has not paid the balance of \$2558.30. Defendant's Solicitor, Mr. de Gannes, on 28th February 1956 wrote letter "B". According to agreement defendant had forfeited all the moneys he had paid. Further correspondence between parties. C,H,E,F.

In the
Supreme Court
of Trinidad
and Tobago

No.8

Opening Speech
for Plaintiff

3rd October
1957.

continued

In the
Supreme Court
of Trinidad
and Tobago

No.8
Opening Speech
for Plaintiff

3rd October
1957.
continued

Agreement itself says that time is of the essence of the contract. Letter of 23rd April 1956 - by fixing a definite date again makes time of the essence, if there was a waiver.

Letter F puts an end to all relations between the parties and terminates defendant's occupation of the premises.

Plaintiff's case is that defendant was there as the manager of the Parisian Hotel from time of grant of night bar licence. From time of termination of his services by notice of 7th May, 1956, his right to be on the premises ceased. Defendant is no tenant.

10

In answer to plaintiff's case defendant has set up an extraordinary story contained in his affidavit dated 13th August, 1957, that he had been appointed manager of both Hotel de Paris and Parisian Hotel.

Parisian Hotel was used as an annex to Hotel de Paris - to take the surplus population from the Hotel de Paris.

20

Hannays, Q.C. requests that defendant produce his receipts for rent to show he was tenant from 1st December, 1955.

Issues are:

- (1) Was Isaac in occupation or not of the Parisian Hotel?
- (2) If so, in what capacity?
- (3) Was his occupation, if any, exclusive or not?
- (4) Under what agreement or in what circumstances were these sums of \$250. paid by the defendant?

30

Defendant later applied for Hotel licence to the Licensing Committee in June 1956. This application was dismissed in November 1956.

Another application made by defendant on 13th December 1956 dismissed on 1st February, 1957.

Further application made on 21st March 1957, dismissed on 11th April 1957.

Defendant appealed - application was sent back to the Licensing Committee to be tried de novo.

Hill & Redmans, Landlord & Tenant 12th edition p.11 "Difference between tenancy and licence".

If draft agreement "D" had been executed, defendant would have been a contractual licensee.

(a) Why should plaintiff desire to create any tenancy or transfer any legal estate to the defendant?

10

(b) Why was he accounting to the plaintiff?

Court adjourned to 1.30 p.m.

1.30 p.m.

Sir Courtenay Hannays, Q.C., continuing.

Marcroft Wagons Ltd. v. Smith, (1951) 2 All E.R. 271.

Starting point of new development of law releases and licences.

Per Sir Raymond Evershed, at p.273.

20

If defendant started accounting to Joseph after being remonstrated with by Joseph, this fact inconsistent with defendant being a tenant.

If the night bar the property of the plaintiff, unreasonable that proceeds from running of Hotel de Paris should be used to pay rent of Parisian Hotel.

Errington v. Errington & Anor (1952) 1 All E.R. 149.

(c) Was remedy of distress open to plaintiff?

30

Cobb v Lane (1952) 1 All E.R. 1199.

Bendall v McWhirter (ibid) 1307.

By consent adjourned to Friday 11th

In the
Supreme Court
of Trinidad
and Tobago

No.8

Opening Speech
for Plaintiff

3rd October
1957.

continued

In the
Supreme Court
of Trinidad
and Tobago

PLAINTIFF'S EVIDENCE

No.9

Plaintiff's
Evidence.

EVIDENCE OF ATTIE SAFFIE JOSEPH

Friday 11th October, 1957, at 10.30 a.m.

No.9

Attie Saffie
Joseph.
Examination.

Sir Courtenay Hannays, Q.C., (L.A. Seemungal with him) for the Plaintiff) J.A. Wharton (W.J. Alexander with him) for the Defendant.

Attie Saffie Joseph, sworn, states: I am a Shareholder and director of the plaintiff company. The company is a limited liability company registered under the Companies Ordinance, with registered office at No.7 Abercromby Street, Port of Spain. 10

Sometime in 1955 I bought 64 fully paid up shares in the company, for which I paid \$12,000. The share capital is \$30,000 divided into 300 shares of \$100. each - only 64 were fully paid up.

I transferred 10 shares to Miss Theresa Jones of 3B Belmont Valley Road, I also sold 16 of them to Mrs. Elsa Lamsee of San Fernando.

There was no actual transfer - the transaction fell through and the money was returned. The company carried on business as Hoteliers at No.7 and No.10 Abercromby Street, Port of Spain. 20

No.7 is known as the Hotel de Paris - No. 10 is known as the Parisian Hotel.

At No. 10 there are 3 floors, the ground floor is occupied by the Bank of Nova Scotia and another tenant. The Parisian Hotel is on the first and second floor. The owner of the building is Mr. Manoel Fernandez. The rent for the Parisian Hotel is \$250. per month. The first floor is open. The second floor has bedrooms. 30

After I bought the shares I managed the business of the Hotel de Paris Ltd. I used the Parisian Hotel for excess guests from the Hotel de Paris - also for persons requiring cheaper rates.

I drew a salary of \$400. per month as manager of the business. I first drew salary from September 1955 and continued doing so until now. I

collect my salary through the Canadian Bank of Commerce.

10 I know the defendant Wilfred Isaac. He came to the Hotel de Paris about the same month I bought the shares. He told me he had heard I had bought the company over and that I was selling shares. I said yes. He said he would like to get some shares as he had business at St. James not doing so well. He came back subsequently and I agreed to sell him 15 shares at \$312.50 per share. This agreement was put into writing and signed on 1st October 1955. This is the agreement. Put in evidence and marked A.J.1.

After this agreement the defendant would drop in at Hotel de Paris. He would talk to me about fixing up the Parisian Hotel, getting a Bar licence and that he would be able to work over there.

20 I accepted his suggestion, got painters and carpenters and did repair work to the Parisian Hotel. The workmen were paid through the Hotel de Paris Ltd. Hotel de Paris Ltd. paid for the materials. The company got receipts for the payments.

The accountant of Hotel de Paris Ltd. is Mr. Bridgeman. The receipts are kept in his custody. We moved some tables from Hotel de Paris to Parisian Hotel - to prepare the place for inspection by the Licensing Committee.

30 Re The Bar Licence, I gave Isaac a cheque for \$100. to Mr. August Sinanan with instructions to tell him you are a new shareholder of the company and you are applying for a licence on behalf of the company. He took the cheque. I don't remember the date.

He later spoke to me saying he had a little trouble to get it, but he was still trying. Eventually he got the licence.

40 The first floor had nothing in it at that time - it was not used at that time. Later we bought a billiard table and organised a billiard tournament. Hotel de Paris Ltd. paid for the table, it was bought from the Yacht Club. It was sent to Sports & Games for overhauling. Hotel de Paris Ltd. paid these expenses. We have receipts for them.

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.9

Attie Saffie
Joseph

Examination
continued

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.9

Attie Saffie
Joseph

Examination
continued

After the licence was got I observed a sign-board in front of the Parisian Hotel reading "Wilfred Isaac and Hotel de Paris Annex". I went to the defendant and said "Isaac, I see you are putting up your name in front of the door". He said "There is nothing in a name, but under the name was "Hotel de Paris Annexe". I said "You are not a shareholder as yet, you haven't paid for your shares, no shares are registered in your name. If anything happens, you are not responsible - I am responsible for the company." He said "How I am not a shareholder and I paid my money?"

10

I said "You paid money on account, but you haven't finished paying - when you finish paying then you will become a shareholder."

I asked him to remove the sign, he said he is not moving it, do what the hell I like.

In pursuance of the agreement he had made certain payments to me.

On the 1st October 1955 he paid \$1000.

20

On the 24th October 1955 he paid \$314.60.

On 7th November 1955 he paid \$300.00

On 16th November 1955 he paid \$214.60

On 1st December 1955 he paid \$300.00

making a total of \$2129.20. By the agreement he was to pay \$1000. on 1st October 1955 and \$614.59 by the 31st October 1955. and another \$614.59 by the 30th November 1955, and so on at the end of every month.

By 1st December 1955 he should have paid \$2229.18. Since 1st December 1955 he has made no further payment in respect of these shares.

30

I next found out that the licence was taken out in his name and not in the company's name. I found this out from Mr. Granger, Clerk of the Peace, Port of Spain.

When I discovered that I wrote requesting the balance of the money he owed. Later he sent messages to me saying that if I went over to the Parisian Hotel he would send me back in a bag.

40

After the licence was obtained a night bar was run at the Parisian Hotel. I did not buy the liquor to stock the bar, nor did Hotel de Paris Ltd.

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.9

Attie Saffie
Joseph

Examination
continued

10 I heard something and went over to Parisian Hotel and found a bar stocked with liquor, rum, beer, etc. I spoke to the defendant about it saying "How could you buy liquor to stock the bar, you have no right to do that - the stock and everything must come through the company and go through the books. Also account has to be given for whatever sales take place and go through the Company's books."

He said alright, he would bring his bills and accounts of daily sales over to Hotel de Paris to the accountant. He started to send accounts over to Hotel de Paris.

20 When I was speaking to him about buying liquor on his own, I don't think I knew that he had got the licence in his name. I subsequently discovered this.

Eventually we came to an agreement - this was made at Hotel de Paris - in the presence of Mr. de Gannes, Isaac's Solicitor, Mr. Sabga-Aboud, my lawyer. I don't remember the date or month of this meeting.

30 While we were speaking Mr. Sabga was taking notes of the new agreement we should draw up. The main terms of the agreement were - (1) Isaac would pay the balance owing on his shares. Isaac would pay all the expenses, rent, light, telephone, etc. of the entire place, ie. Parisian Hotel. Whatever profit remained would be for his share. In lieu of dividends on the shares he would take any profit he made on the running of the Parisian Hotel.

40 Mr. Sabga was to draw an agreement, send it over to Mr. de Gannes - then we would get together and sign it - after the balance of money on the shares was paid. I did not see the final draft agreement.

I never signed the agreement. I never got the balance of money for the shares. Mr. Isaac never signed the agreement. He never paid any money.

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.9

Attie Saffie
Joseph

Examination
continued

Mr. Maing was once my solicitor and wrote certain letters on my behalf.

After this meeting I wrote letters myself to Mr. Isaac. Since these letters were written he has not given me any money. He has not left the place, i.e. the Parisian Hotel.

Luncheon adjournment.

Cross-examined

Cross-
examination.

Cross-examined by Wharton: The 64 shares I acquired were all the issued shares of the company. Then people started to apply to buy shares in the company, and also to buy some of my shares. The company had 300 shares of \$100. each. When I bought the 64 shares I was the sole shareholder in the company. The remaining 236 shares have not been issued up to now. I actually paid the owners for the 64 shares. I paid \$12,000. for these shares in full. I bought the shares in August or September 1955 - somewhere around that. It is 10 of these shares I sold to Miss Theresa Jones. She paid \$312.50 per share. I had known her before this. When I acquired the 64 shares I made myself Managing Director of the company. Apart from this work I did buying and selling of dry goods.

10

20

I took samples and go around to different people and sell. These samples I got from various stores. I got commission on sales i.e. I made my own profit. I had no shop or regular establishment. I have been in business all my life in Trinidad. I am 44 years old.

30

I am a race-horse owner. I am not a part owner of the Diamond Horseshoe Night Club on Wrightson Road, Port-of-Spain. I have no interest in it whatever. Miss Theresa Jones is the licensee of the Diamond Horseshoe Club.

Miss Jones runs her business by herself. I have no interest. When the Diamond Horseshoe was a member's club I was the president of it. At that time Miss Jones was not a member of it. She was then living in San Fernando.

40

Miss Jones did pay me for the shares. I should think I gave her a receipt for the money she paid. I generally give a receipt when anybody pays me money. I did give her a receipt. The \$12,000 was paid to Mr. Alec Gordon. I can't remember if I got a receipt. I can check with my lawyer Mr. Sabga Aboud who handled the transaction. I gave him the cheque. I'll look for my cheque book stubs and produce them if I can.

10 Miss Jones asked me to sell her some shares. Mrs. Lamsee also asked me. I did not go to her.

The defendant came and asked me to sell him shares. I did not ask him to buy. Hotel de Paris, Ltd. is a private company. I disposed of 41 of the 64 shares at the request of the persons. When I bought the 64 shares I had the intention of disposing of them. I didn't go around to look for anybody to buy the shares. They came to me.

20 I paid cash for the shares before I sold any. The company had no cash in bank when I bought. There was little stock at the time. Maybe it was a run down show at the time.

I had to provide food and liquor - not furniture. I bought some liquor and food and started.

I knew Isaac before August, 1955 - I knew he carried on a hotel at St. James - I know it as the Isaac Terrace.

30 Sometime early September, 1955 Mr. Isaac came to Hotel de Paris and spoke to me. I told him I had taken over control of the Hotel de Paris. I had not run a hotel before. I did not then ask him if he would assist me in the management of the hotel.

40 It is not true that I told him I would appoint him as manager of the Hotel de Paris, if he would come on. We did not agree that I would pay him \$400. per month. I did not tell him that the company's business involved the running of the Hotel de Paris and of the Parisian Hotel across the road.

At that time the Parisian Hotel was in use

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.9

Attie Saffie
Joseph

Cross-
examination
continued.

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.9

Attie Saffie
Joseph

Cross-
examination
continued

as a hotel - the bedrooms on the second floor were in use.

Isaac did not begin work at the Hotel de Paris on 4th September 1955. He never worked there at all - either as manager or in any other capacity.

It is not true that he worked as manager up to December, 1955. He did not work regularly from 9 a.m. to 10 p.m. He did not issue stores of liquor and foodstuffs to the Bar and kitchen and supervise the staff generally.

10

Mrs. Lamsee was not a friend of mine - nor Miss Jones. I think Mrs. Lamsee lived in San Fernando in September 1955. She told me so. I don't know where she stayed when she came to Port of Spain. I saw her once or twice at the house of a mutual friend at 18 Piccadilly Street - corner of Piccadilly and Besson Streets. She is Mrs. Akow.

I can't remember going to that house and asking Mrs. Lamsee if she would buy some shares in Hotel de Paris Ltd.

20

I never told Mrs. Lamsee that I wanted to buy these shares, but that I didn't have all the money necessary to pay for them.

I can't remember if I suggested to her that she might invest \$5000 to \$10000 in shares in the company. I can't remember if I ever took her from Mrs. Akow's house to see the premises of the Hotel de Paris. She did come to see the premises. I can't remember if she told me she wanted a few days to think over the matter. I can't remember how the talk went. She was interested and eventually she bought shares. I never telephoned her at San Fernando. I can't remember, I telephoned her at San Fernando.

30

I can't remember if I took her from Mrs. Akow's house to my lawyer. When she decided to buy the shares I took her to my lawyer, Mr. Sabga Aboud. She took 16 shares at \$312.50 per share. She paid around \$5000 cash.

40

My lawyer told her in my presence that she couldn't get a share-certificate because somebody

in the company had died. I think it was Mr. Stodart. At the date of the sale to Mrs. Lamsee, I don't know whether the shares were registered in my name. I left the business up to my lawyer. He received the money.

In the
Supreme Court
of Trinidad
and Tobago.

10 Question: Did you some days after she had purchased the shares, did you ask Mrs. Lamsee to take part in the management of the hotel? Hannays objects on the ground of this being res inter alios acta. Wharton states that defendant's case is that he found Mrs. Lamsee there supervising when he went to take over his duties as manager. Question is allowed.

Plaintiff's
Evidence

No.9

Attie Saffie
Joseph

Cross-
examination
continued

I can't remember ringing her up, but after she paid for the shares she came and stayed a few days at the hotel - sitting in the office with the lady secretary.

20 She never was employed to do anything. She stayed there under a month - she slept and ate there. She didn't pay for meals nor for lodging. She was not engaged by me as a supervisor to take part in the management in the hotel. She did not do so for about three months - until Christmas. She never got any money. She came and left when she wanted. She was not engaged by me. She was a shareholder. I don't know if Mrs. Lamsee would know whether the defendant worked at the hotel.

30 During this period I used to go to the hotel every day and stay for varying periods - $\frac{1}{2}$ hour, 1 hour, 2 hours, sometimes in the day and sometimes at night.

Question: Did Mrs. Lamsee ask to have a meeting of the shareholders at any time towards end of December?

Answer: No.

I can't remember a meeting between myself, the defendant, Mr. Aboud, Mrs. Lamsee at the end of December at Mrs. Lamsee's request.

40 Mrs. Lamsee never spoke to me about a meeting. Isaac told me that Mrs. Lamsee wanted a meeting, wanted to check up on the books to know what was going on in the company. I told Isaac you are not in power to see any books of the

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.9

Attie Saffie
Joseph

Cross-
examination
continued

company - you don't belong to the company -
get out.

He told me Mrs. Lamsee had appointed him as
agent to check up on the books. Mrs. Lamsee was a
shareholder, was entitled to see the books.

She never asked me for her share certificate.
If she had asked me I would have told her to see
Mr. Aboud. I can't remember her asking me. I
can't remember her telling me that she had gone
to Mr. Aboud three times.

10

I don't remember a meeting at 1.30 p.m.
which Mr. Aboud attended - in late December 1955.

I don't remember Mrs. Lamsee saying that she
must have her share-certificate or I must give
her back her money. The defendant did not say
that he did not understand how the business was
run, he was not allowed to see any of the books,
and he was not receiving any salary.

Isaac never asked me for salary, not at the
end of September October nor November. I agreed
to give back Mrs. Lamsee the money for her shares-
she had asked me back for the money. I told her
she could get it back any time she wanted. I
never told her I did not have the \$5000 to give
her. I told her I would give her \$2000 down and
the remainder by \$500 per month. It could be that
I told her I would pay the remainder by \$250. per
month.

20

She agreed to my proposal. That is how I
paid her back. I gave her a pro-note for the
\$3000 payable by \$250 per month.

30

The defendant did not tell me that it was
some four months that he had not received his sal-
ary - \$1600.

He did not suggest to me that he would be
prepared to take over the Parisian Hotel for him-
self. I did not agree to any such suggestion. I
did not say I would get Mr. Fernandez to turn the
tenancy over to him.

I did tell him I would do repairs to the premises.

40

Hotel de Paris premises belong to Mr. Reis. I did

not a few days later tell him that my lawyer had advised that the tenancy could not be transferred from the name of the Hotel de Paris Ltd. to my name. I did not tell him that he could go into occupation as a tenant of the Hotel itself.

In the
Supreme Court
of Trinidad
and Tobago

Question: Did you tell the defendant that he would have to pay \$250. per month rent, the rent the company was paying?

Plaintiff's
Evidence

No.9

Answer: No.

Attie Saffie
Joseph

10 The company was and is paying \$250. per month for the premises of the Parisian Hotel.

Cross-
examination
continued

The defendant did not go into possession of the Parisian Hotel on those terms.

I put the defendant into the Parisian Hotel. He was only there after he got the Bar Licence. He was supposed to run the bar. He was supposed to manage Parisian Hotel, provided we entered the agreement as drafted - that fell through, so he was no manager.

20 I am saying that because the conditions I imposed did not obtain; he had no right there at all - definitely.

I did in fact receive from the defendant the sum of \$250. I never gave him receipts for these sums. I can't remember if he at first paid cash to the secretary or cashier. I remember receiving some cheques.

30 In August 1956 I received a money order for \$250. with a covering letter addressed to the Secretary, Mr. Aping.

I gave no receipt for this particular amount. I got cheque for \$250. re month of September 1956.

I got cheque for \$500 re months of January & February 1957.

Adjourned to Thursday 17th October, 1957.

In the
Supreme Court
of Trinidad
and Tobago

Monday 21st October, 1957 (Continuing from
11th October 1957).

Appearances as before.

Plaintiff's
Evidence

Attie Saffie Joseph (continuing under cross -
examination by Wharton) :

No.9

Attie Saffie
Joseph

Cross-
examination
continued

I see a letter dated 3rd April 1956 from defen-
dant's solicitor to my counsel. I see a letter
dated 1st May 1956 from defendant's solicitor to
my solicitor, Mr. Maing. No receipt was given in
respect of sum of \$250. referred to in letter of
3rd April 1956. 10

No acknowledgment was sent of receipt of
\$250. referred to in letter of 1st May 1956.

As far as I remember the total sum I receiv-
ed from the defendant in respect of payments for
the shares was \$2,129.20.

When I swore to my affidavit dated the 31st
July 1957, Mr. Sabga Aboud was still acting as my
legal adviser. The agreement of 1st October, 1955,
contains acknowledgment of the \$1000 paid by the
defendant. 20

Witness is shown receipt signed by Sabga-
Aboud for \$314.60 dated 24th October 1955. This
is signed by my counsel on my behalf, A.J.2.

This receipt for \$300. dated 7th November
1955 is signed by my counsel on my behalf, A.J.3.

This receipt for \$214.60 dated 16th April
1955 is signed by my counsel on my behalf: A.J.4.

This receipt for \$300 dated the 1st December
1955 is signed by my counsel on my behalf: A.J.5. 30

All these four documents are in the handwrit-
ing and bear the signature of my counsel, Mr. Sabga
Aboud.

The receipt dated the 3rd October 1955 for
\$200 appears to be in Mr. Sabga-Aboud's handwrit-
ing: A.J.6.

This document was put into evidence at the
application before the Licensing Committee. It

could be that objection was taken to it. I can't remember.

This amount of \$200 would be in respect of payment for the shares. The total amount paid re shares by Isaac up to 1st December 1955 would then be \$2329.20.

Mr. Sabga Aboud passed on to me whatever payments were made to him. Maybe it slipped me to make a note of this particular amount.

10 Mr. Sabga-Aboud was not present when my affidavit was made. It was made in Mr. Maing's office. I can't remember seeing the reply of Mr. de Gannes, dated 3rd April 1956 to my counsel's letter of 27th March 1956. I didn't know of this reply when I swore to the affidavit. I can't remember when I first got to know of it. I can't remember when I first got to know of \$200. payment of 3rd October 1955.

20 Witness shown 7 cheques of defendant. They are all expressed to be payments for rent. 7 cheques put into evidence marked A.J.7.

Some of the cheques were accompanied by letters requesting an acknowledgment of the receipt thereof. I never acknowledged any of them.

I remember taking out a summons dated the 6th August 1957 for appointment of a receiver in this matter.

30 The defendant was not the manager of the Parisian Hotel - he was not the tenant of Hotel de Paris Ltd. He never came through with this agreement to pay the balance on the shares. I would say he was a trespasser. I didn't agree to his being there at all.

The defendant was at the Parisian Hotel from the time we got the licence. In December, 1955, Isaac was not there regularly, he used to go in and out. From the time we got the licence he used to go regularly.

40 Hotel de Paris Ltd. paid \$250. per month rent for the entire premises known as the Parisian Hotel, comprising two floors.

The defendant used to send me regular sums

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.9

Attie Saffie
Joseph

Cross-
examination
continued

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.9

Attie Saffie
Joseph

Cross-
examination
continued

of \$250 and I used to keep them.

I remember the application for a Special Hotel Licence. Isaac was represented - I was represented by Mr. Malcolm Butt and Mr. Sabga Aboud. Isaac gave evidence. Isaac gave evidence to the effect that he was a tenant of the Parisian Hotel - at a rent of \$250. per month and that he wished to have this Special Hotel Licence re those premises. There was no objection by the Police. The application was made on the 10th January, 1957. At this time he had already had the Night Bar Licence. I remember him saying there were rooms on the second floor where he intended to run the residential (sleeping) part of the hotel.

10

There are about 10 rooms on the second floor. It was in these rooms that I used to accommodate the overflow guests from Hotel de Paris, until the Fire Brigade objected. They objected when Isaac applied for the Special Hotel Licence - I was not the person who instigated the Fire Brigade to visit the place. There were altogether three applications by Isaac for the Special Hotel Licence. I objected in each case on behalf of the Hotel de Paris Ltd.

20

All three applications were dismissed. The Police objected on the first occasion.

The Fire Brigade was objecting. Later I summoned a Fire Officer as a witness on my objection. They had written asking us to close down all the rooms. The Fire Brigade's objection was with regard to the exit from the rooms. There are fire extinguishers on both floors. I gave evidence in support of my objection before the Licensing Committee. (Evidence of witness is read to him by Wharton).

30

I am not denying that I received \$200 from Isaac on 3rd October 1955. The agreement was that Isaac would have from me only part of the first floor - because I had a full-sized billiard table there and held billiard tournaments there - this was solely my business. Isaac had no part in it. This table was separated from the rest of the room by a partition.

40

I did object to Isaac putting up his name on the sign-board to the night bar.

When I said that Parisian Hotel is a tenant of Hotel de Paris I meant that it is a part of the company. If it is on the notes that I said before the Licensing Committee that the Hotel de Paris was subletting to Isaac, then it must be so.

In the Supreme Court of Trinidad and Tobago

Plaintiff's Evidence

I have receipts from Mr. Manoel Fernandes for rent for the Parisian Hotel.

10 When I said 'rented' in my evidence before the Committee I meant 'occupied' - using the premises.

No.9

Attie Saffie Joseph

Question: When you said "sublet" what did you mean?

Cross-examination continued

No answer.

Luncheon adjournment

Court resumes at 1.30 p.m.

Attie Saffie Joseph (continuing under cross-examination by Mr. Wharton); Agreed documents tendered, admitted into evidence - marked "A".

20 I was in a position to comply with clause 3 of the agreement of 1st October, 1955. Mrs. Lamsee paid me \$5000 cash. At that time some of the 64 shares had been transferred to me. Others had not been transferred. I can't remember how many had been transferred. I don't know whether the 64 shares I bought have been transferred to me up to now. I left it to Mr. Sabga Aboud.

30 In September 1955 I owned shares in the company which I had the power of transferring. I can't remember how many. This is my agreement with Mrs. Lamsee, dated 1st September, 1955.

On the 3rd April, 1956, Mr. Aboud spoke to Mr. de Gannes near the entrance to Mr. de Gannes' office at St. Vincent Street. I did not take part in the conversation. I was on the pavement.

Re-examined

Re-examined by Hannays: Isaac first went into the Parisian Hotel for the purpose of running a

Re-examination

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.9

Attie Saffie
Joseph

Re-
examination
continued

night bar for Hotel de Paris Ltd. There was a condition attached to his doing so. The condition was to pay the balance of money on the shares. I had certain disputes with him after he obtained the Night Bar Licence.

He did not keep to the terms of the agreement arrived at on the 17th February 1956. As he didn't keep to that agreement I consider he had no business there. I did not agree to his being there. I served him with a notice to quit by letter of 7th May, 1956.

10

No.10

Egbert
Bridgeman

Examination

No.10

EVIDENCE OF EGBERT BRIDGEMAN

Egbert Bridgeman, sworn, states: I am an accountant employed by the Hotel de Paris, Ltd. I have been employed with the Hotel de Paris Ltd. for the last 11 years and have been accountant since September, 1955.

At the beginning of 1955 the shareholders of Hotel de Paris, Ltd. were Mr. Stodart, Mr. New, Mr. Galt and Mr. Gordon. The present shareholders are Mr. Attie Joseph and Miss Jones.

20

I first got to know Mr. Isaac in September, 1955. The manager of the Hotel de Paris was then Mr. Joseph. He is still the manager. He has been so continuously. He is paid a salary of \$400. per month by Hotel de Paris, Ltd.

I have since gone over the books of the Hotel de Paris and Parisian Hotel and collected certain information and receipts.

30

The first month Mr. Joseph drew his salary was September 1955 - on the 30th September 1955. Since then he has drawn this salary every month.

He collects his salary from the Canadian Bank of Commerce, Port of Spain. The Bank has instructions from Hotel de Paris, Ltd. to pay these sums \$400. per month into Mr. Joseph's account.

I don't know of any other manager of the Hotel de Paris since September 1955.

I got to know Isaac in September 1955 at the Hotel de Paris. He used to be around the Hotel de Paris, assisting Mr. Joseph. He used to look over men working at the Parisian Hotel when repairs were being done.

10 I have had a conversation with Mr. Isaac. He once said he was a shareholder of the Hotel de Paris Ltd. and he wanted to look into his interests - see what the Hotel was doing, he was not leaving everything up to Mr. Joseph.

In September 1955 the Parisian Hotel was used for the overflow of guests from the Hotel de Paris, and for people who wanted lodgings at cheaper rates. There was a staff maintained at the Parisian Hotel. Hotel de Paris, Ltd. paid their wages from September 1955 to 17th February, 1956.

20 Payment of the staff was stopped on that date because there was a dispute between Mr. Joseph and Mr. Isaac over a Night Bar Licence for Parisian Hotel. I heard Mr. Joseph give Mr. Isaac instructions to take out a night bar licence.

30 I have gone through the books and prepared an account for workmen's wages for repairs to the Parisian Hotel. I have collected the receipts for wages given by the cashier for period 11th October 1955 to February, 1956.

I have also prepared from the books a materials account in connection with the said repairs. These books are the books of Hotel de Paris, Ltd.

There was a billiard table at the Parisian Hotel. Hotel de Paris Ltd. paid for the table. It was bought from the Yacht Club. Hotel de Paris, Ltd. paid certain other expenses with regard to this table.

40 I have prepared from the books a billiard table account showing receipts and expenses from December 1955 to February 1956.

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.10

Egbert
Bridgeman

Examination
continued.

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.10

Egbert
Bridgeman

Examination
continued

I have also prepared a telephone and light account of the Parisian Hotel - with receipts - from October 1955 to April 1956.

I have abstracted from the account of the Parisian Hotel a full account of disbursements, expenses of the Parisian Hotel apart from rent from September 9th 1955 to April 5th 1956. I have all the receipts for the various items. I prepared these summaries from the receipts. (Seemungal tenders summaries prepared - Wharton objects). 10

The expenses with respect to the Parisian Hotel from September 1955 to April 1956 were paid by the Hotel de Paris, Ltd. Hotel de Paris, Ltd. paid for the repairs. Hotel de Paris, Ltd. paid the light and telephone bills. Hotel de Paris, Ltd. paid the staff.

I have documents here to substantiate what I have said.

Cross-examined

Cross-
examination

Cross-examined by Wharton: Hotel de Paris, Ltd. 20
paid the rent of the Parisian Hotel for period September 1955 to April 1956. I kept a Rent Account - folios 140 - 147 of the Cash Book of Hotel de Paris, Ltd. It has a Rent Column. There is no rent column shown for October.

For November there is no column headed Rent there is one headed Parisian Hotel.

From month to month the method of entry of payment of rent for Parisian Hotel differs.

I never received any rent from the defendant 30
with respect to the Parisian Hotel.

I have a Bank account ledger for Hotel de Paris, Ltd. from 5th September, 1955 up to the present date.

I have no entries showing the receipt of rent by the Hotel de Paris, Ltd. in respect of the Parisian Hotel.

Before September 1955 I worked as an assistant barman at the Hotel de Paris, I have also worked as wine steward. I typed for them at the office. At the time I was taking commercial 40

lessons, I took lessons for 5 years before September, 1955.

Mr. Aping was the Secretary of Hotel de Paris, Ltd. In 1956 I was the accountant.

10 (Witness referred to cheque for \$250. of 4th September 1956 (A.J.7) It is endorsed by Attie Joseph and Aping, the Secretary. This cheque has never been entered in the books of the Hotel de Paris, Ltd. - it was not presented to me - I was not informed about it. Had it been handed to me I would have entered it in my account. I would have entered it as a credit on the left hand side of my cash book. There is no entry of any kind in any of my books showing the receipt of rent in respect of the Parisian Hotel.

20 As an accountant I think I should have been handed this cheque. I think that any sum of money received for rent on behalf of the Hotel de Paris Ltd. should have been handed me so that I could make a proper entry of it.

We have no staff account - We have a Wages account. We have no wages account for the Parisian Hotel. We enter payment of wages to the staff of Parisian Hotel as disbursements. I have nothing in the books to show what in fact were the wages of the staff of the Parisian Hotel. I have receipts.

30 I have receipts for staff wages of Parisian Hotel from 9th September 1955 to 17th February 1956. There were three members of the staff of the Parisian Hotel - a caretaker and two maids.

The maids cleaned the rooms. When Hotel de Paris was busy the maids would come over and assist at Hotel de Paris.

40 Payment of these two maids is entered in Cash Book under Parisian Hotel account. Disbursements include rent, light, telephone, The company stopped the maids from working at the Parisian Hotel on 17th February, 1956. Thereafter one of them was taken on at the Hotel de Paris itself. The other was not.

Materials for repairs amounted to \$936.70 between 7th October 1955 and 15th February 1956.

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.10

Egbert
Bridgeman

Cross-
examination
continued

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.10

Egbert
Bridgeman

Cross-
examination
continued

The workmen's wages were \$897.53 for the same period. I have receipts relating to both items.

I know one Mrs. Lamsee. I have seen her at the Hotel de Paris. She did do supervising work there. Hotel de Paris has 20 rooms. It employs a number of women servants. The hotel has a storeroom where foodstuffs and liquor are kept.

I was not in charge of the stores. I have seen the defendant at the Hotel de Paris. I have never seen the defendant issue any stores i.e. of foodstuffs or liquor. 10

As accountant I worked between 8.30 a.m. to 4.30 p.m. I had my meals on the premises. I sometimes saw the defendant on the premises when I came to work in the mornings. I don't remember any occasion on which I left the defendant there when I left work. He hardly spent much time there.

Mr. Joseph is the manager of Hotel de Paris. He is also the Managing Director of the company. He gets one salary of \$400. per month. 20

Mr. Joseph used to be on the premises every day. Sometimes I would meet him there - at other times he would come and meet me there. He would come and go. I can't say how long he would remain there. He had no special times. I kept no check.

(Agreed copy of Joseph's evidence before Licensing Committee admitted into evidence and marked B.) 30

Tuesday 22nd October, 1957, at 1.30 p.m.

Egbert Bridgeman (continuing under cross-examination by Wharton) :

The two maids were paid weekly. One of them is not now employed at the Hotel de Paris. After the 17th February 1956 she was employed at the Hotel de Paris. I don't know if these two maids are alive.

I had nothing to do personally with the payment of money for wages or anything else. The Secretary of the company was Mr. Aping. He dealt 40

with the moneys of the company. He is alive. I saw him in the precincts of the Court this morning. I kept accounts of the company other than the cash book - wages accounts, etc.

In the Supreme Court of Trinidad and Tobago

We have a ledger. We keep the Parisian Hotel account in the ledger - not a rent account.

Plaintiff's Evidence

I became accountant on September 5th, 1955. I then found in the books a separate account for the Parisian Hotel.

No.10

10

I don't agree that during the period September - December, 1955 there was only one maid at the Parisian Hotel. There were two. I don't agree that the maid ceased working at the Parisian Hotel and went over to the Hotel de Paris in mid January, 1956.

Egbert Bridgeman

Cross-examination continued

Re-examined

20

Re-examined by Hannays: I look at entries in cash book for April 1956. I see entries on the receipt side for rent received from the Parisian Hotel. Entry is dated 5th April 1956, next entry is dated 22nd May, 1956, - no other entry.

Re-examination

Cash book put in and marked E.B.1.

I have with me receipts for payments made by Hotel de Paris, Ltd.

No.11

No.11

EVIDENCE OF ANTHONY KHALIL SABGA ABOUD

Anthony Khalil Sabga-Aboud

30

Anthony Khalil Sabga-Aboud, sworn, states : I am a barrister-at-law practising in the Courts of the Colony. I have acted on various occasions for Mr. Joseph. I did so re the purchase of some shares in the Hotel de Paris, Ltd. He bought 64 shares for \$12,000. He handed me a cheque to pay for the shares. I sent the cheque for \$12,000. to Messrs.T.M.Kelshall & Co., solicitors of the previous shareholders. The cheque was accompanied by a letter. I got the cheque a day or two before 1st September, 1955.

Examination

On the 1st October 1955 I prepared an agreement between Joseph and the defendant - this is

In the
Supreme Court
of Trinidad
and Tobago

it - A.J.l.

Isaac paid me money from time to time re
the purchase of the shares.

Plaintiff's
Evidence

No.11

Anthony Khalil
Sabga-Aboud

Examination
continued

On 17th February 1956 there was a meeting at
the Hotel de Paris. There was a difference be-
tween Joseph and Isaac about the payment of the
money. Joseph called me to the hotel and gave me
certain instructions. Isaac and his solicitor,
Mr. de Gannes were present at the meeting. A dis-
cussion took place. An Agreement was arrived at.
I took notes at that meeting. 10

Seven (7) points were agreed upon that night.

1. Joseph was to keep a billiard tournament
in a certain portion of the Parisian Hotel which
he would retain for that purpose. No music to be
played before 11 p.m. when a billiard tournament
in progress.

2. Isaac to pay all the disbursements, wages,
lights and telephone bills.

3. Isaac to re-imburse Joseph for money he
had to pay Fernandes as rent - Isaac to pay the
rent that Joseph had to pay Fernandes. 20

4. Isaac to be manager of Parisian Hotel
and to receive as salary all the profits he made
from the running thereof.

5. Isaac to disclaim all rights to dividends
from rest of company's activities and other share-
holders would not participate in profits made
from the Parisian Hotel.

6. The second floor of the building - not
to be used at all - entrance to gate to second
floor to be kept locked. If gate ever opened by
Isaac, he would forfeit his shares. This was the
same night varied to an agreement that forfeiture
of shares would take place only if he opened the
gate and used the building for immoral purpose. 30

Witness refreshes his memory from notes.

7. Isaac's shares to be held as security
for any debts incurred by the Parisian Hotel.
Joseph wanted to protect himself and other share-
holders of Hotel de Paris, Ltd. for any debts 40

that might be contracted by Isaac during the course of his running the Parisian Hotel.

One of the conditions of the agreement was that on execution of this agreement and payment of the money the shares would be transferred to Isaac.

I was to draw up the agreement and Mr. de Gannes to approve it on Isaac's behalf.

10 I drew up a draft agreement and submitted it to Mr. de Gannes. Isaac has not yet paid the money for the shares as far as I know - nor has he signed the agreement.

In consequence there was certain correspondence between the parties.

On the night of the 17th February 1956 - Isaac did not say that he was renting the Parisian Hotel - that he was the tenant of it since December 1955.

Cross-examined

20 Cross-examined by Alexander: Joseph relied on me as his counsel. I kept him thoroughly informed as to the state of affairs from time to time. He also kept me informed. That went on during the course of my acting as his adviser.

I first began to advise Joseph re Hotel de Paris Ltd. about July - August, 1955, when he first wanted to purchase shares. I knew of nothing which held up the purchase of the shares by Joseph.

30 The delay was due to the fact that we had to take an inventory of the stock of the Hotel de Paris and Parisian Hotel. This took two days.

I sent the agreement and cheque for shares to Kelshall's on 1st September 1955. At that time Joseph was negotiating the sale of shares to one person - Mrs. Lamsee - before the actual date of purchase of his own shares.

40 I drew up an agreement dated 1st September 1955 for sale of shares by Joseph to Mrs. Lamsee.

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.11

Anthony Khalil
Sabga-Aboud
Examination
continued

Cross-
examination

In the
Supreme Court
of Trinidad
and Tobago.

Plaintiff's
Evidence

No.11

Anthony Khalil
Sabga-Aboud
Cross-
examination
continued

I don't recall that Mrs. Lamsee paid the \$5000 to me personally. I am of the impression that the money was paid.

Mrs. Lamsee never received a share certificate from me. She asked me for the share certificate several times.

I believe I told her that I could not hand over the share-certificates because of the death of Mr. Stodart. I would go to the Hotel de Paris from time to time. I have seen Mrs. Lamsee there on several occasions. I don't know if she was there as supervisor. I would sometimes see her sitting at the reception desk. I don't know if she was employed there.

10

I am under the impression that I have seen Isaac there. I have seen Isaac there on occasions - maybe once or twice. What he was doing there I don't know. I would see him there from about October. October is the month when I was asked to prepare the agreement for purchase of shares by Isaac.

20

I have been to the Parisian Hotel premises. I recall one particular occasion going there with Joseph and Isaac.

The meeting of 17th February 1956 ended in an agreement.

I think I embodied all the 7 points in the draft agreement, I intended so to do.

Witness is shown draft agreement dated 1st October 1955 (part of exhibit A).

30

Point 1 is not in the draft agreement.

The first floor of the Parisian Hotel consists of a large room on Marine Square side, a large room on Abercromby Street side and a large gallery east of this room. Entrance to the Hotel is gained by staircase on Abercromby Street.

Isaac was only to have the hall on the Marine Square side and the gallery on the eastern side. The billiard tournaments were to be held in the hall on the Abercromby Street side.

40

Isaac was to have the whole of the first

floor other than the portion retained by Joseph for billiards.

This is not embodied in the draft agreement.

Mr. de Gannes was present at meeting of 17th February, 1956 - acting on behalf of the defendant, Isaac. Mr. de Gannes wrote stating that the draft did not contain all the terms of the agreement. At that time Mr. Maing was acting as Joseph's solicitor.

10 Witness referred to letter of 1st May 1956 from de Gannes to Maing - (part of exhibit "A")

As far as I know, de Gannes never sent any re-draft.

About September - October, 1955 when I visited the Parisian Hotel it was not in use - in need of repairs, etc. That's the only occasion I went there.

20 Thereafter Isaac had a restaurant and a night bar at the Parisian Hotel. There was a big signboard outside. I have seen the signboard on several occasions. I think the first time was about March - April 1956.

I don't remember discussing anything else but the 7 points I have related. There was no discussion of repairs to the building in my presence.

30 Isaac did not say that he was willing to pay the balance on his shares, provided that some account was taken of the money he had spent on repairs and additions to the building.

It is not true that Isaac demanded from Joseph an account re the repairs and additions. I took a note of payments on his shares and gave him an account for the balance.

40 I am of the impression that repairs were being done to the Hotel - Hotel de Paris was being painted and I am of the impression that the same painters were taken over to the Parisian Hotel. This was around November - December, 1955.

Prior to 17th February 1956 there was a

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.11
Anthony Khalil
Sabga-About
Cross-
examination
continued

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.11

Anthony Khalil
Sabga-Aboud

Cross-
examination
continued

dispute between Joseph and Isaac re Isaac's failing to pay up the balance on the shares. The dispute was not that Isaac wanted an account. This is the first time I am hearing that.

I wouldn't dispute that Isaac had paid up to end of December 1955. Isaac had paid \$2,100 up to 17th February 1956 by my computation. I gave receipts to Isaac for moneys he had paid me. Up to night of 17th February 1956 I had a record of all payments made both to myself and to Joseph. 10

Witness shown receipts - exhibits A.J.2. - A.J.5.

Total of these receipts is \$1,129.20.

The figure I gave \$2,100 was a rough computation. I remember having come to the actual figure of \$2,129.20. The figure \$2,129.20 was actually arrived at between the parties on that night. This figure was mentioned during the discussion. The figure in my notes is \$2,100.

Witness shown A.J.6. - receipt dated 3rd October 1955 for \$200. This was paid by Isaac to me on behalf of Joseph. I doubt very much whether this payment was re shares. I believe at the time there was something about the bar. The bar had nothing to do with the shares. 20

A.J.6. is of exactly the same wording as the other receipts A.J.2. - A.J.5.

Total amount paid on shares would be \$2,329.20 if this \$200 payment were in respect of shares.

Not true that on the 17th February, 1956 defendant was insisting on getting an account from Joseph so that he should know if he owed a balance on the shares and what it was (if any). 30

Question: What was agreed was this - Joseph said to Isaac you pay the balance on the shares take full charge of Parisian Hotel and run it for yourself, pay the rent of \$250. you'll have no share or right to anything in Hotel de Paris, and I will have no interference with you in the Parisian Hotel? 40

Answer: Not in its entirety - it's the substance of what he said. There are two or three errors in it.

Question: (Joseph to Isaac contd.) Mr. Aboud will draft an agreement embodying these terms which he will submit to Mr. de Gannes for approval, and in the meantime I and Isaac will go into the accounts and see what is owing?

In the
Supreme Court
of Trinidad
and Tobago

Answer : The question of accounts never took place.

Plaintiff's
Evidence

I remember going to the Bar before the discussions but not after.

No. 11

10

Error is that Joseph said "You'll be issued shares in Hotel de Paris, Ltd., you'll manage the Parisian Hotel and you'll retain all the profits as your salary and in return you'll have no claim for profits in Hotel de Paris, Ltd., vice versa, the shareholders in Hotel de Paris, Ltd. and Hotel de Paris Ltd. proper will have no claim for profits you make from the Parisian Hotel.

Anthony Khalil
Sabga-Aboud

Cross-
examination
continued

20

You'll pay all the disbursements incurred by Parisian Hotel on account of Hotel de Paris, Ltd. These disbursements included the \$250. rent which the company had to pay Mr. Fernandes.

Then there was the question of the billiards and the keeping close of the second floor.

This was the gist of the agreement.

What you put to me consistent with what I have said constitutes the full agreement between the parties.

Adjourned to Wednesday 23rd October.

Wednesday 23rd October, 1957.

30

(Continuing under cross-examination by Alexander): I remember Mr. Joseph handed me a letter written by Mr. de Gannes, dated 28th February, 1956. Mr. Maing replied to this letter on behalf of Joseph. There is no reply by Mr. Maing. There is a reply written by myself dated the 27th March, 1956, forwarding the draft agreement.

40

Joseph and I saw Mr. de Gannes near his office on or about the 3rd April, 1956. At that meeting we discussed one aspect of the matter i.e. the letter he had written and the cheque for \$250. sent by Mr. de Gannes.

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.11

Anthony Khalil
Sabga Aboud,
Cross-
examination
continued

There was no need to reply to this letter of the 3rd April 1956 from Mr. de Gannes. I did not send a reply. Mr. Maing sent letter dated 23rd April 1956.

An Agreement was arrived at between Mrs. Lamsee and Joseph by which she was to be returned her money. I was not present when this agreement was made. I did not attend a meeting at Hotel de Paris between Joseph, Mrs. Lamsee, Isaac at which the question of the return of Mrs. Lamsee's money was discussed. 10

I know Mrs. Lamsee was anxious to get some dividends, to know what profits she was receiving.

When she was demanding her share-certificates she never asked back for her money.

I don't recollect any such meeting taking place at 1.30 p.m. in December 1955, the latter part. It is not true that the first thing that Mrs. Lamsee asked me about was about her share certificates. It is not true that either Isaac or Mrs. Lamsee asked to see the books and was refused. 20

It was not at this meeting that Joseph agreed that Isaac should have the Parisian Hotel as his own set-up. I did not attend any meeting at which Joseph, Isaac and Mrs. Lamsee were present. I was told that Mrs. Lamsee was repaid her money. I got to know this in June or July 1957.

Re-examined

Re-examination Re-examined by Hannays: The figures appearing in the notes I took on the 17th February 1956 were rough figures. The amount due on the shares was \$4687.50 The amount shown in my notes is \$4687.00 As the amount paid I have in my notes \$1000 + \$1,100 i.e. \$2,100. This was a rough figure. 30

At the Parisian Hotel there is a portion known as the Dance Hall, i.e. the Hall on the Marine Square side. There is a place known as the Bar-room on the East side of Abercromby Street.

The North side of the building is divided into two parts, the western side was to be retained for billiards. The eastern side was to be used by Isaac as a bar room. 40

The billiard room is not included in the draft agreement. That was to remain with the Company.

No.12

EVIDENCE OF EDWARD APINGIn the
Supreme Court
of Trinidad
and Tobago

Edward Aping, sworn, states, I live at Bhagan Avenue, Santa Cruz. I was secretary of Hotel de Paris Ltd. from 6th September 1955 till 19th September 1956.

 Plaintiff's
Evidence

10 My duties were to receive all moneys and pay out salaries. I also kept the store-room keys and gave out stock to the bar and the kitchen.

No.12
Edward Aping
Examination

During that period there was one manager - Mr. Attie Joseph. The defendant Wilfred Isaac was not the manager - he never acted in that capacity to my knowledge. He did not issue stores. I was the only person who did so. I know of no agreement with him for payment of a salary to him of \$400. per month to manage the Hotel de Paris or to work the Parisian Hotel.

20 He never applied to me for any money. I know that the Parisian Hotel was repaired and painted. Hotel de Paris, Ltd. paid for the materials and also the wages. I personally paid the wages of the workmen.

There was staff at the Parisian Hotel. I paid them. I obtained receipts in all these cases. I produce them. The first is dated the 9th September, 1955.

30 I paid wages of the staff of Hotel de Paris from the 9th September 1955 till some date in September 1956.

I paid staff wages at the Hotel de Paris as follows :-

	9th September 1955	\$18.00
	16th September 1955	15.00
	23rd September 1955	15.00
	30th September 1955	15.00
	7th October 1955	11.00
	14th October 1955	11.00
40	21st October 1955	11.00
	28th October 1955	11.00
	5th November 1955	11.00
	11th November 1955	11.00
	12th November 1955	4.00
	12th November 1955	5.00

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.12
Edward Aping
Examination
continued

18th November 1955	\$15.00	
30th November 1955	15.00	
2nd December 1955	15.00	
9th December 1955	15.00	
16th December 1955	15.00	
23rd December 1955	16.00	
30th December 1955	25.00	
7th January 1956	10.00	
13th January 1956	20.00	
20th January 1956	20.00	10
28th January 1956	20.00	
3rd February 1956	20.00	
10th February 1956	20.00	
17th February 1956	20.00	

I had said that I paid staff wages till some date in September 1956 because I resigned from the post of secretary in September 1956. I don't remember up to what time I paid the wages.

I obtained a telephone for Parisian Hotel on 19th October 1955. I paid \$19.10. 20

I paid telephone bills as follows:

20th December 1955	\$24.05
16th February 1956	12.02
16th February 1956	16.63
16th February 1956	20.40
5th April 1956	52.85
5th April 1956	25.10
5th April 1956	25.10
5th April 1956	18.68

I paid electric light bills re Parisian Hotel as follows :- 30

11th October 1955	\$62.60
20th December 1955	65.10
17th February, 1956	49.00

I paid wages to workmen for repairs to Parisian Hotel as follows :-

* Mistake for Parisian Hotel (as explained later)

11th October 1955	\$14.00	
14th October 1955	35.00	40
14th October 1955	33.00	
14th October 1955	21.60	
14th October 1955	32.40	

	21st October 1955	₹6.60	In the Supreme Court of Trinidad and Tobago
	21st October 1955	35.80	
	21st October 1955	2.40	
	28th October 1955	38.50	
	28th October 1955	5.00	
	28th October 1955	21.60	
	4th November 1955	21.60	
	4th November 1955	31.49	
	11th November 1955	32.63	
	18th November 1955	28.43	
10	25th November 1955	64.03	Plaintiff's Evidence
	25th November 1955	50.94	
	25th November 1955	20.00	No.12 Edward Aping Examination continued
	1st December 1955	30.00	
	2nd December 1955	57.02	
	9th December 1955	32.53	
	9th December 1955	19.80	
	16th December 1955	36.75	
	20th December 1955	70.38	
20	23rd December 1955	5.63	
	14th January 1956	40.00	
	18th January, 1956	40.00	
	8th February 1956	8.40	

All these payments were made by Hotel de Paris Ltd. in respect of the Parisian Hotel.

I have here a large quantity of bills for materials in connection with the repairs.

Cross-examined

30 Cross-examined by Wharton: I have been refreshing my memory from receipts. (Wharton asks for receipt for wages for \$14.00 dated 11th October 1955). Cross-examination

This receipt relates to painting. Painting was the first work done at the Parisian Hotel - in the nature of repairs. I wouldn't know when the work actually started. I don't know how long Mr. Ashby had worked. I made arrangements with Mr. Ashby personally. I made up the receipt myself.

40 Receipt tendered, admitted and marked E.A.1.

(Wharton calls for other receipts relating to wages for repairs to Parisian Hotel).

Witness referred to receipt for \$32.53

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.12

Edward Aping
Cross-
examination
continued

dated 9th December 1955.

Witness referred to receipt for \$19.80 dated 9th December 1955. Receipts and slip affixed put in and marked E.A.2. The slip attached relates to staff wages.

I know one Jessica Francis - she scrubbed the floors.

Earline Burrows was also a scrubber. I employed scrubbers on the staff at the Parisian Hotel. Sometimes we had more than two scrubbers. There was regular scrubbing work to be done.

10

Witness referred to receipt for \$33. of 14th October 1955. Doolarie was a sweeper at the Parisian Hotel. Receipt put in and marked E.A.3.

Witness referred to receipt for \$21.60 of 28th October 1955. Receipt put into evidence and marked Ex. E.A.4. witness referred to receipt for \$2.04 dated 21st October 1955. This payment was for scrubbing. I don't know the handwriting. The defendant signed the receipt as a witness to the mark of the scrubber who was paid the money.

20

Isaac told me that this scrubber asked him to receive the money for her as she was sick. She lived near to Mr. Isaac. Receipt put in as Exhibit E.A.5.

(Witness referred to receipt for \$6.60 dated 21st October 1955). Receipt put in as Exhibit E.A.6.

(Witness referred to receipt for \$21.60 dated 4th November 1955). Put in as E.A.7.

Witness referred to receipt for \$32.63 dated 10th November 1955. Put in as E.A.8.

30

Witness referred to receipt for \$28.43 of 18th November 1955. Put in as E.A.9.

Receipt for \$57.02 of 2nd December 1955. Put in as E.A.10

Receipt for \$70.36 of 20th December 1955. Put in as E.A.11.

Receipt for \$64.03 of 25th November 1955. Put in as E.A.12.

2 receipts for \$20. and \$50.94 of 25th November 1955 put in as E.A.13.

The last 3 receipts dated 14th January 1956; 18th January 1956, and 8th February 1956 for \$40, \$40. and \$8.40 respectively, all relate to the setting up of the billiard room.

The body of receipt of 14th January 1956 is in handwriting of the man giving the receipt. I now say it is my handwriting. I don't know what a transtep is.

10

3 receipts put in together as E.A.14.

I can't remember whether there was in fact any repair work to the Parisian Hotel after 23rd December 1955 - I have no receipt to show that any such repair work was done after the 23rd December, 1955.

I can't remember if workmen were still doing work to the hotel - i.e. repair work after Xmas, 1955. I can't remember if repair work continued at the Parisian Hotel for several weeks in the New Year, 1956.

20

If there are no receipts to show payments made in 1956 by the company for repairs, there would have been no payments made by the company.

Question: Is it not a fact that there are no such receipts?

Answer: I don't care to answer that.

Luncheon Adjournment.

Court resumes at 1.30 p.m.

30

The staff wages I referred to are wages of the staff of the Parisian Hotel. That is what I meant.

Receipt for \$14.00 dated 11th October 1955 (E.A.1.) is on a printed form of the Parisian Hotel.

I didn't use these forms for wages because the accountant asked me to make them out on the

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.12

Edward Aping

Cross-
examination
continued

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.12

Edward Aping

Cross-
examination
continued

Hotel de Paris pay-out slips. As he was the accountant I thought he was asking me to do the right thing.

I used Hotel de Paris Ltd. forms. In some cases I wrote the words 'Parisian Hotel'. I wrote the words at the time I made up the slips. I spelt it 'Paresian' on first slip because then I couldn't remember how to spell it.

On slip for 11th October 1955 it is spelt 'Parisian'.

10

Question: When were words Parisian Hotel in pencil put on slip of 9th October 1955?

Answer: I don't know when it was put - it is the accountant's handwriting.

There is nothing on the vouchers to indicate to whom the money was paid. I was paid \$40. per week. I signed similar vouchers for payment of my salary. They would also bear the Accountant's signature.

There is nothing on this voucher of 9th September 1955 to indicate to whom the money was paid (\$18.) It bears my signature. So do the others for September 1955. I don't know why the vouchers were not countersigned.

20

I didn't get the recipients to sign because I didn't think it necessary. They signed the wages book. I gave the vouchers to the accountant who would enter them in the cash book.

Four slips for September and those of 7th October and 14th October put in as E.A.15.

30

Slip for 21st October 1955 is signed by me and countersigned by the accountant. I don't know why the others are not countersigned by him.

Slips of 21st October, 28th October, 5th November and 11th November put in together as E.A.16.

Francillia Diaz used to sweep. Up to end of January 1956, Parisian Hotel was used to accommodate overflow of guests from Hotel de Paris. They took meals from Hotel de Paris. There was no kitchen establishment at Parisian Hotel.

40

Voucher of 12th November 1955 for \$4.00 is signed by Francillia Diaz for her wages. I made her sign. It is also signed by me.

Voucher of 12th November 1955 for \$5. is expressed to be in respect of trucking service. It is not in my handwriting. It is signed by Isaac.

10 Isaac employed the truck driver at my request to remove some things from the Parisian Hotel. He used to be always in and out. The man couldn't come to me and so I gave Isaac the slip and \$5. for payment to the man.

2 slips of 12th November 1955 put in as E.A.17.

I am certain it is I who wrote the words "Parisian Hotel" on these slips. It is only I or the accountant who had anything to do with these slips.

20 Witness referred to vouchers for 18th November and 30th November 1955. The word Parisian is in a different ink from the word 'wages'. It is in the handwriting of the accountant. The ink is different from that of the signatures below.

There is nothing apart from my evidence to show that the striking out of 'Hotel de Paris' and writing of words 'Parisian Hotel' took place at the time the vouchers were made.

I thought it was the proper thing to do to cross out the words 'Hotel de Paris, Ltd.'

30 In E.A.4. I have not crossed out the words 'Hotel de Paris Ltd.' nor in the forms re wages for repairs. Parisian Hotel never had voucher slips.

40 Slips of 18th November - 30th November put in as E.A.18. The Staff of the Parisian Hotel varied in number - it was sometimes 3 sometimes 4. The least we had was 3. They were maids. Each maid received \$5.50 per week. If a maid doesn't work the whole week she is not paid for the whole week.

(Witness referred to slip of 12th December 1955 for \$4.) - the writing 'one week's wages' is mine.

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.12
Edward Aping
Cross-
examination
continued.

In the
Supreme Court
of Trinidad
and Tobago

Plaintiff's
Evidence

No.12

Edward Aping

Cross-
examination
continued

Staff were sent over to Parisian Hotel from Hotel de Paris to do the work there when we were short of maids at Parisian.

Francillia Diaz did not work as a maid. She was not employed at the hotel regularly. The \$4 payment was in respect of work she did for one week - not work as a main - it was taking over food from the Hotel de Paris to the Parisian Hotel - 2 meals a day - at 6 days per week.

I think these were proper wages.

10

My duty was to receive all monies paid to Hotel de Paris, Ltd.

The defendant paid \$250. per month to the Hotel de Paris Ltd. At the beginning he paid that sum in cash. It is not true that the first payment was paid to Mrs. Lamsee who handed it over to me. It was paid to me directly. I can't remember if Mrs. Lamsee was present. She might have been.

There were only two payments in cash - both paid to me as secretary of the company.

20

No other payments of \$250. were made to me by the defendant. I don't remember when those 2 payments were respectively made.

I think that both these payments were later than January or February 1956. It might have been April or May 1956.

Mrs. Lamsee did some work at the Hotel de Paris. She had a room and slept on the premises. By Xmas 1955 Mrs. Lamsee ceased doing such work. She did not return after the Xmas Holidays.

30

There was no cashier employed at the Hotel de Paris. I acted as cashier as well. After Xmas 1955 Mrs. Lamsee did not work at the hotel but came occasionally to see her friends.

When Isaac made the payments of \$250. to me he did not say what he was making them for. I didn't ask him. I didn't know what he was paying it for. In August 1956 Isaac sent me a money order for \$250. I don't remember if it was accompanied by a letter. I now say I remember letter

40

dated 21st August 1956 from Isaac to me. I also remember getting second letter 21st August 1956. I gave no acknowledgment to these letters.

In the Supreme Court of Trinidad and Tobago

I remember having received cheque No.205151 dated 4th September 1956 for \$250. and covering letter dated 5th September 1956 from Isaac. I sent no acknowledgment or receipt.

Plaintiff's Evidence

Witness referred to workmen's slip for 16th December 1955 for \$36.75. I see slip dated 10th February 1956 for \$196. It bears the signature of Adolphus Baker, the same man I used to pay.

No.12
Edward Aping
cross-examination
continued

Slip put in and marked E.A.19.

F. John was a painter. I see his signature on receipt dated 10th February 1956 for \$150 - E.A.20.

The defendant never checked the Bar sales of the Hotel de Paris. He never had in his possession any of the keys for the premises. Mrs. Lamsee did.

The defendant had a car. He always parked it on the street. I would cease working and go home at 8 - 8.30 p.m. - sometimes later. When I left the bar was closed - at any time between 8.30 - 9 p.m. I would check the day's receipts. I would sometimes leave after 10.p.m.

Sometimes Isaac left Hotel de Paris with me. At that time I lived in Belmont. He would take me home in his car.

Re-Examined by Hannays: The moneys of which I spoke were moneys of Hotel de Paris Ltd. and paid by the company - not by Isaac. I would get the money from the safe. I left these vouchers when I did so.

Re-examination.

Close of case for plaintiff.

In the
Supreme Court
of Trinidad
and Tobago

No.13

OPENING SPEECH FOR DEFENDANT

Thursday 24th October, 1957.

No.13

Opening
Speech for
Defendant
24th October
1957

J.A.Wharton opens case for defendant.

Entire transaction between parties relevant - equitable principles to be applied. If receipt of 3rd October 1955 for \$200 taken into account, then by 1st December 1955, defendant not in arrears of payment of shares but \$100 to the good.

Joseph however, was not in a position to deliver share-certificates. It is agreed by both sides that an agreement was arrived at on 17th February 1956. Plaintiff has admitted that draft agreement does not embody all the terms.

10

Facts of defendant's case -

In early September, 1955, Joseph informed the defendant that he had obtained the controlling interest in Hotel de Paris Ltd. conducting hotel business at Hotel de Paris with an annexe at Parisian Hotel for overflow guests - there was no kitchen establishment at Parisian Hotel - guests had meals from Hotel de Paris. Whether there was a directors' meeting or not, Joseph assumed the position of Managing Director of the company, this is not disputed.

20

What is disputed is that he was manager of the hotel - defendant had previous experience of running a hotel - Joseph had none. Joseph asked defendant to assist him to run the hotel - agreed to pay him \$400. per month. Mrs. Lamsee was employed by Joseph and took up duties as supervisor on 4th or 5th September 1955. Mrs. Lamsee will say that on that same evening Isaac came on to the premises and thereafter came daily and stayed till about 10. p.m.

30

Defendant issued stores, handled the keys, assisted the secretary in checking the bar, etc. from time to time - and in the earlier days would go to Parisian Hotel and look over things there - Parisian not yet licensed premises.

40

Only one regular maid employed at Parisian at that time - sometimes a maid would be sent over from Hotel de Paris to assist her. Only the 10 bedrooms in use - later, nearing Xmas, some repairs done. First floor arranged to accommodate Joseph's idea of running a billiards-tournament.

10 The whole of the two floors were subject to the tenancy agreement. Building wages vouchers stop on 21st December 1955. Work going on from October.

Arrangement come to by mid December for tenancy of two floors for payment of the rent which the company paid the landlord, Fernandes. First payment was in respect of month of December, although agreement not reached before 2nd or 3rd week in December.

20 Billiard-table removed by the company in January or February 1956 - this is in keeping with giving the defendant the entire premises.

Defendant had put in fire extinguishers and was in process of making application to Licensing Committee when stopped by this action.

Defendant went into possession about December 1955 - no dispute that company did a certain amount of painting and repairs before and after the agreement.

30 It was part of the agreement that the company would complete the repairs. Repairs paid for by the company continued for one week after defendant's entry into possession. Joseph then told the defendant that the company was not doing so well, and that defendant could take over and carry on the repairs. The same workmen were employed by the defendant.

40 The last payment out by company for repairs was on 23rd December 1955. Repairs done by the defendant to the bedrooms as well. Parisian Hotel comprised two floors. We were put into possession of it.

Night bar licence was obtained in January 1956 - later, application was made for a Special Hotel Licence. Re the meeting of the 17th

In the
Supreme Court
of Trinidad
and Tobago

No.13

Opening
Speech for
Defendant

24th October
1957
continued

In the
Supreme Court
of Trinidad
and Tobago

No.13

Opening
Speech for
Defendant

24th October
1957
continued

February 1956 there will be evidence of the defendant and Mr. de Gannes to the following effect -

Agreement of October 1955 was referred to - Joseph complained of non-payment of the money under the agreement and stated that he could confiscate the money paid - defendant said he was perfectly willing to pay the balance but there would have to be some accounting between them as to the balance - some discussion as to the balance took place.

10

Joseph said "You pay the rent that we have to pay the landlord - pay the balance due on the shares - I will not interfere with you at all, and you will not interfere in any way with the Hotel de Paris."

Aboud undertook to draft the agreement.

Both sides agree that terms were agreed on the 17th February 1956. Although plaintiff made time of the essence by agreement of October 1955 it is defendant insisting on time by letter of 28th February 1956. Note Joseph's counsel's delay in replying - 27th March 1956.

20

Re the law, questions for consideration are :-

(a) Was defendant in occupation at all of the Parisian Hotel?

(b) If so, from whom did he derive it?

(c) Was there consideration for it? Answer :
Yes, rent.

30

(d) Did the Hotel de Paris, Ltd. have such an interest as entitled it to let the premises to another? Answer: Yes.

Submitted that cases referred to in opening of Sir Courtenay Hannays are not applicable to the facts of the present case.

(1) Marcroft Wagons, Ltd. v. Smith, (1951) 2 All E.R.271. at 273-277 E. Defendant here is in position of a new occupant let in by landlord.

(2) Errington v Errington (1952) 1 A.E.R.149 at 155 B per Denning L.J.

40

No.14

EVIDENCE OF WILFRED ISAAC

In the
Supreme Court
of Trinidad
and Tobago

Wilfred Isaac, sworn, states: I live at Isaac Terrace, St. James. I am a hotel proprietor. I have been 7 years in the hotel business. I own the St. James Hotel on the lands of Isaac Terrace. Before that I had had no previous experience of hotel operation.

Defendant's
Evidence

No.14

Wilfred Isaac
Examination

10 Joseph knew that I was the proprietor of the St. James Hotel. He came there once or twice. I know the Hotel de Paris and the Parisian Hotel.

I know the premises of the Parisian Hotel for about 20 years. They have been used for hotel business. They are the first and second floor of the building. Hotel de Paris is diagonally across the street from the Parisian Hotel.

20 Mr. Joseph came to the St. James Hotel the later part of August 1955 - it might be the 29th August. He told me he was about purchasing a business, the Hotel de Paris, Ltd. - it came to him on a rush - he would like to get some money in advance, so he was selling some shares. I told him I had no money immediately but I would come down with him to see what it was like.

He rang me on the 1st September 1955 telling me to come down that he wanted me to give him a hand to take over - that he was taking over today - come down.

30 I met him at his home at Taylor Street and from there we went to the Hotel de Paris.

He told me to give the barman instructions that we had bought the hotel and that he had to leave the premises.

40 The barman came out, handed the keys to me - I went to the secretary's office and told the secretary that Mr. Joseph was the owner of the hotel, and that he would have to hand over the keys. The secretary was not Mr. Aping. From there we went to the kitchen. I called the cooks, the maids and everybody and told them that Joseph was the owner of the hotel and that everybody had to leave. We were getting rid of the staff.

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14

Wilfred Isaac
Examination
continued

Everybody left and remained outside - I told Joseph this is a serious position - we have fired everybody from the hotel. I am here with you - what is my position now? He said "I will make you manager and we'll run the place."

At that time only Joseph and I were on the premises of the hotel. I then went and started to re-select employees out of the same staff I had sent away.

The very first person I took on was Mr. Bridgeman - also several others - a maid, a cook - to form a staff which I could manage. Joseph handed me all the keys and left me there alone with the skeleton staff I had.

10

We had an inventory - handed to Mr. Joseph by the former owners. We went around checking the goods to see if everything was right.

We checked Hotel de Paris and also Parisian Hotel, then we came back to Hotel de Paris. He said he was tired - he gave me all the keys and said carry on.

20

I installed a barman and placed Bridgeman to carry on the books so as to enter the names of guests. I got a maid and I went supervising the barman - receiving the cash from him.

Off and on Bridgeman would show me how to separate the cash register as I didn't understand it very well.

Joseph came about 10 p.m. that night. He asked me how I was going I said well - both of us are tired - I am still here holding on. He asked me what were the sales. We struck the register and I think the sales were between \$40 - \$45.

30

We locked up the cash in the chest, locked up the bar and everything. The night watchman Johnny came. I told him the company has changed hands but I will keep you in the same position - we left him in charge.

I went home with all the keys. The next morning I came down about 7 a.m. opened up and had everything fixed - Joseph came in with Aping. He told me "You know this is my Secretary that works at the Diamond Horseshoe". I said "Yes, I

40

know him. He said he can keep books well. I said I know that, let's make him secretary.

I then handed Mr. Aping all the hotel keys - also the cash collected the night before.

I then told Aping "I'll go back home and have a rest - I'll come back down in the next hour or two, because I'm still tired."

10 I came back down and started to employ some extra hands - to give the staff a little more body - at the same time I saw Mr. Joseph come in. I told him I want to have a talk with you - we went into a perfectly private room. I said this is a heavy responsibility - I have to leave Isaac Terrace to come to help you here - tell me what is the position.

20 He said Oh man, Isaac, that's all right, man. He put his hand in his pocket and offered me \$10. I told him "Man, this is highly disrespectful. I'am coming to work here with a Plymouth car - that car costs \$6,000 and that's plenty money. He asked me what is my condition. I said the least I would take is \$400. per month.

He said that is too much - I said Well alright, I can't remain here. As I made to go away, he said "All right, I'll give it to you because I alone can't stop here."

Luncheon adjournment

Court resumes at 1.30 p.m.

30 Wilfred Isaac (continuing in examination-in-chief) to "Harton":

I went on working. In the mornings I would see the employees properly placed, I would check the bar, see that the place was scrubbed, see money received entered and sent to the bank.

At the time of the take-over there were guests at the Hotel de Paris - also at the Parisian Hotel. They had to be looked after

40 I know Mrs. Lamsee. She looked after the kitchen and the linen, etc. upstairs. She looked after the female employees. There were two male cooks.

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14
Wilfred Isaac
Examination
continued

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14
Wilfred Isaac
Examination
continued

It was about the 3rd September that Mrs. Lamsee began to work there. That day was about the time that Joseph agreed to pay me the \$400. It was between the 3rd and 4th Mrs. Lamsee started to work about the same day that Joseph agreed to pay me \$400. It was about 2 or 3 days after I had started to work that he agreed to pay me \$400 per month.

I went on working and at the end of the month, i.e. on the 30th September I asked Joseph what about salary. He told me that rent is up - he had to get \$500 and he hadn't as much as that inside, to give him a little chance - i.e. that rent was due for both Hotel de Paris and Parisian Hotel. 10

On this same day 30th September I told him I wouldn't be able to go on in this way. He then said "Well, buy some shares". I asked him how much they would cost, he told me that 15 shares would cost me \$4000 odd. He gave me the figure. I don't remember the exact figure. 20

I told him at this stage I would not be able to raise that amount off-hand - give me a little chance.

He told me he would sell them to me by instalments - I would pay down \$1000 and we would arrange monthly payments - let's go over to Mr. Aboud.

The same day we went over to Mr. Aboud and gave him instructions. The draft was prepared - the money was paid and the agreement was dated the 1st October. The agreement was signed. I had no one acting for me. 30

I made subsequent payments.

(Witness shown A.J.6. -

Receipt from Aboud dated 3rd October 1955 for \$200.) I paid this money to Mr. Aboud towards the shares. I had no money to pay Mr. Joseph in connection with the bar. I had no bar at that time. I did not owe Joseph \$200 in connection with any bar. 40

I got further receipts - A.J.2. - A.J.5. I

paid a total of \$2,329.20. I had no accounting to do with Mr. Joseph at that time other than the share transaction.

Mr. Aping was secretary of the company and cashier of the hotel. I had no business with him at all. I had to give him instructions what to do. I would tell him what liquor was required. He would make a note and put through the order.

10 Re kitchen stores I would tell Mrs. Lamsee what was necessary, Mr. Aping put through all the orders. He put them on the company slips.

I would open the door to the storeroom, see the barman take out liquor stores and lock back the door. Entries were made on a sheet of paper at the bar. These sheets would be among the company's papers.

20 At the end of October I asked for my salary, I did not get it. He told me now that I am a shareholder I must be a little more considerate - that the business is progressing and will make some money out of which I would get my salary.

I usually arrived at work 8.30 - 9 a.m. I took lunch at home except when I was very busy - on which occasions I lunched at the hotel.

30 I would return to the hotel immediately after lunch - circa 1 p.m. I worked regularly until 10.30 p.m. About 2 p.m. I would take a little rest upstairs in one of the bedrooms. Ordinarily, if I was not called, I would come down about 3-3.30 p.m. and remain on duty till about 10-10.30 p.m.

About 6-7 p.m. I would go through the books with Mr. Aping to see what moneys were collected from the guest rooms, there was a hotel register.

40 Sometimes guests paid on registration - sometimes when they left. There are separate columns for room and meals. Whatever the guest wanted would be provided. After that I would go to the bar with Mr. Aping and check the bar - taking over the cash sales of the day from the barman. The bar usually closed between 8-9 p.m. After that we would put the cash in its respective

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14

Wilfred Isaac
Examination
continued

In the
Supreme Court
of Trinidad
and Tobago

places in the chest. Three separate sets - bar, meals and rooms. After that I would drop Mr. Joseph home and go home. That was the average day.

Defendant's
Evidence

No.14

Wilfred Isaac
Examination
continued

Mrs. Lamsee lived upstairs in the hotel. She took her meals there every day. I had certain keys. Mrs. Lamsee also had keys. At the end of November I got no salary. I asked for it. Joseph told me that the firm of Scott had just sent to collect some money from him and that he had no cash in. I said "Man, I must be paid". He said "Give me a little chance, man". I said "You have to do something otherwise".

10

I said "Let me see the books to know how there is no cash, every morning when you come you are signing cheques by yourself and drawing money by the bank without allowing me to countersign - we don't know what you're doing."

He said "You can't ask all of that, you haven't completed your shares yet - you can't countersign no cheque."

20

I said "Well here is Mrs. Lamsee who has paid the \$5,000. I know, tell her something why you're drawing this money."

He said "All you getting disagreeable, I'll get rid of all You".

I went on working very downheartedly. There was a meeting between Joseph and myself at which Mrs. Lamsee was present. This was about the 15th - 16th December.

30

It was after the conversation I have referred to that I spoke to Mrs. Lamsee and after that we had the meeting of the 15th or 16th December.

Present were Joseph, Mrs. Lamsee, Mr. Sabga Aboud, and myself. Mr. Aping did not take part in the meeting. He could have heard what was taking place as it was held in his office. He was in his office at the time.

Mrs. Lamsee started to say she wanted to know what was going on - she could get no satisfaction - all she could hear was that the hotel was owing debts to this one and that one.

40

I got up and said "I agree with you, let us get the books and see what's happening."

I spoke to Aping - telling him to go and bring the books over let us peruse it. Aping left to go for the books. Joseph got up and said "No, no, no, don't bring the books, you can't see the books."

10 I said "Why?" He said "Your shares are not complete yet." I said "I agree, what about Mrs. Lamsee?" I in turn said to Mrs. Lamsee "Don't you want to see the books?" She said "Yes". I said "You can't hear Mrs. Lamsee wants to see the books."

20 He got up and said "She can't see it either, because she isn't registered". At that stage I said "I'll have to see the books if I see them in pieces." I said "Mrs. Lamsee you come with me." Mr. Aping at that stage came in and successfully got us to keep quiet. All the hotel guests were around listening in.

The secretary's office is a room. The door was open. Our voices were raised. After we sat down, Joseph said "What we going to do now?" -

Mrs. Lamsee said "I don't like this kind of business, this man wants to cheat me. I am a widow. I have no one to fight for me. - give me back my money."

30 He said "All right, I'll give you back your money." At that stage I said "What you'll do with me - I haven't had any salary - I want something now - this present minute."

He said "I have no money, but what we could do - you could take the Parisian Hotel - pay a rent and manage it - whatever you take that would be your profit in the company representing your shares".

I told him "Well, I'll accept your suggestion - it looks like this will be peace - because I'll be over there and you'll be over here."

40 "In the meantime You'll have to do some suitable repairs so that it will be usable," because it was in bad condition. He then said "Well, you'll

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14
Wilfred Isaac
Examination
continued

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14

Wilfred Isaac

Examination
continued

have to pay the rent for December." That was agreed upon. He told me the rent was \$250. He told me to pay it to the secretary, Aping.

I told him I didn't like the idea - I wanted my tenancy distinct from Fernandes. Mr. Aboud was still present. Mr. Aboud said he would make enquiries in the matter. A few days later Joseph told me that Aboud had told him he had made enquiries and I couldn't get a distinct tenancy from Fernandes, I had to take it from the Hotel de Paris, and I accepted it as such.

10

I paid the rent - it was the 1st December. I paid it before Xmas. I gave the cash to Mrs. Lamsee. She handed it to Aping. I asked for a receipt. I got none. Aping said that he would see Mr. Joseph about it.

The next payment was also in cash - it was sometime in December it was paid the 1st or 2nd January. I got no receipt. I asked for one. I subsequently paid rent - by money order.

20

To Court: We didn't discuss the question as to whether the rent was payable in advance or not. I said "You'll fix the place," he said "Well you'll pay the rent."

I paid rent sometimes by cheque - sometimes by money order. (Witness refers to cheques - A.J.7.) These cheques show payments of rent. I have paid regularly. The first set of payments was made to the secretary. As I got no receipts I paid by cheques and sent covering letters, to none of which has there been any sort of acknowledgment or reply.

30

Some repairs were being done to the Parisian Hotel from October 1955 by the Company. At the time of the meeting in mid-December, those repairs had not been completed.

I know that from the time I entered into possession he would stop the repairs so I told him he would have to continue. He continued by saying I'll have to pay the rent.

40

At that time I knew the premises of the Parisian Hotel and that they needed repairs.

After I took possession the company continued the repairs for a week and stopped. I told Joseph I always expected you would do that - the place wants repairs to be usable - it cannot be used that way. He said "It's all yours, it's your business, if you can't repair it leave it - the company has no more money to spend there".

10 I considered it belonged to me - so I decided to spend my own money on repairs. I started repair work on my own account in January 1956.

While the company was carrying out repairs I went to the premises. I saw the man working - fixing partitions and windows on the top floor - fixing flooring, doors, windows, and ceiling on first floor. There was some painting done. All that stopped about 23rd December.

20 I employed the same workmen the company had working there. Adolphus Baker was one of them, he was a carpenter. They were employed to continue the repairs. I paid Baker, he gave me this receipt. E.A.19. I had painting done by John. He gave me this receipt. E.A.20.

There was much more repair work done for which I paid. I did obtain receipts, but I can't find them now. I paid for materials. I paid altogether about \$2,800 for repairs and extras. e.g. extra W.C., wash-basin, kitchen utensils, repair of kitchen and pantry and repairs to the floors.

30 I had other men besides Baker and John. I was anxious to do these repairs by way of preparation for application for my hotel licence - for the night bar licence - that was the first preparation.

I made three applications for a hotel licence. All three were opposed by Hotel de Paris Ltd. On the third occasion the matter went to the Appeal Court, who ordered the application to be re-considered by the Licensing Committee.

40 I installed Fire extinguishers on the premises as a result of the order of the Licensing Committee.

I got a Night Bar Licence - the hours of

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14

Wilfred Isaac
Examination
continued

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14

Wilfred Isaac
Examination
continued

operation are 6 p.m. to 6 a.m. I stocked the night bar with my money. I furnished the place by my money.

There was no arrangement between Joseph and myself whereby the company was to operate a night bar and I was to take out a night bar licence for the company. The night bar licence fee is \$720.00 I paid it for both 1956 and 1957. The Hotel de Paris Ltd. paid nothing towards the fee.

The applications for the night bar licence I made in January and March 1956 were not opposed. The last one made in March 1957 was opposed by Mr. Joseph, but granted.

10

In the case of a night bar licence the person obtaining it must put up his name on a sign-board on the premises for public view. I put up my name - over the front door on Abercromby-Street. A night bar cannot be operated without this.

Joseph knew that I had a night bar licence. I had told him I intended to apply for one. Mine was the first night bar licence granted in Trinidad. It was published in the press. I had signs put up on the wall on Abercromby Street in large gold letters. I had my name and address on the board. I have no doubt that Joseph knew of my night bar licence. In March 1956 we met at the Licensing Sessions.

20

Adjourned to Friday 25th October, 1957.

Friday 25th October, 1957 at 1.30 p.m.

30

Wilfred Isaac (continuing in examination - in - chief to Wharton). This is the night bar licence for the current year i.e. from 31st March, 1957 to 31st March, 1958. Put in and marked W.I.1. This is my Dance Hall licence for the current year. Put in and marked W.I.2.

There was a meeting on the 17th February, 1956. This meeting was to embody the verbal agreement that took place in December 1955 - along with some other points.

40

Present were Mr. de Gannes and I, Mr. Joseph

and Mr. Aboud. We came to an agreement that night. The terms were: That I should take the Parisian Hotel for my own use, pay a rent - all profits to be mine and run it for my entire use and benefit.

I was to pay the remainder due on the shares - they, i.e. Hotel de Paris, Ltd. were to hold these certificates as security - I was to hold their share-certificates as security.

10

That was the substance of the agreement. The rent was \$250. per month - the same rent I was already paying. The agreement was to be drafted by Mr. Aboud and sent to my Solicitor.

On that night I did not know the amount I was owing on the shares. I called on Mr. Joseph to go into the accounts. I was to hold Joseph's share-certificates as security.

20

This was clearly agreed on that night. I did not accept that the amount paid on the shares was \$2,100. On that night no documents or papers were produced to show the amount paid. I asked him to produce the counterfoils or stubs of the receipts to show what had been paid. He did not do so. I did not then have the receipts with me.

30

There was no agreement that Joseph should have the right to keep a billiard tournament there - or that no music was to be played before 11 p.m. I was to pay all the disbursements of the Parisian Hotel. I was to pay the rent. There was no agreement that I was not to receive any dividends on my shares in the company.

There was no agreement that the second floor was to be kept closed and unused - nor that I should forfeit my shares if I opened the gate and used the top floor for immoral purposes. There was no talk about immoral purposes.

40

I agreed that my shares should be held as security for debts incurred by the Parisian Hotel.

I have never threatened Joseph with violence. I can remember speaking to him. He came up one night to the Parisian Hotel. I had asked

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14

Wilfred Isaac
Examination
continued.

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14

Wilfred Isaac
Examination
continued.

him to take away the billiard table several times. He said he wanted to have a game of billiards with some friends.

I told him "You can't have no billiards tonight - it is time to take away the table." He got on a high horse, went to the barman and demanded the balls. I told him "There are no balls. I sold the balls." He said "How you could sell the balls.?" I said "I sold it for rent."

"This billiard table here owes me rent - I pay you rent and I'm going to confiscate the billiard table." We reached to high words and I ordered him down the steps. He went. The next day he came up with a police constable, telling the police constable that the billiard-table was his, that I confiscated it for rent and he wants it.

I ordered the police constable and himself down the steps. They went. The next day he rang me and said he had got a sale for the billiard table. He came and removed it. I told him "I insist upon my rent you know, because I have to pay you rent." He showed me two cheques - as the price he had got for the table. I told him I would take \$50. rent for the billiard table. It took up a good space. He never paid. That was sometime in February, 1956, before the meeting of the 17th February, 1956. This was one of the things that led to the meeting.

The draft, when it eventually came, did not contain the agreed terms. By the 28th February 1956 I had deposited with my solicitor, Mr. de Gannes, the balance due on the shares.

I know that on 27th March 1956 the title was not good, and they were not in a position to give me any share certificate.

Mr. Joseph had told me that Mr. Stodart, a previous shareholder from whom he had acquired, was dead, and administration of the estate had not yet been granted.

Nevertheless I continued paying rent regularly for the Parisian Hotel. Between period September and when I took over there was one steady maid employed at Parisian Hotel. Her name

10

20

30

40

was Ella.

Ella remained there for a short time after I took over - attending to some guests I found living there. Ella was withdrawn the latter part of January 1956

After I took over guests came to stay there. I established a kitchen and pantry at the Parisian Hotel. I still have guests there occupying rooms.

10 My present application for a Special Licence has been adjourned pending the hearing of this case at the request of counsel for the plaintiff, who is opposing the application.

I gave my solicitor instructions to re-draft the agreement in accordance with the agreed terms.

20 A guest called Mr. Patterson who was there when I took over remained for some time. There was some difficulty in getting him out because he had a monthly arrangement.

I wanted to get him out because he still wanted to pay Hotel de Paris, Ltd. He never paid me. That's why he had to go. I eventually got him out.

There was no agreement whereby I had to purchase all my supplies through the company. I never did so in fact.

Cross-examined.

30 Cross-examined by Hannays: The St. James Hotel is kept in the same place as the former Isaac Terrace Club - a members' club. I had a bar there - for which I paid \$24. per year. The St. James Hotel came into existence about 6 years ago.

When the hotel started 6 years ago, the licence was under the name of Aubrey James. I have a special hotel licence for the St. James Hotel - in my name. It ceased being in Aubrey James' name about two years ago.

40 I was the manager for Aubrey James. There

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14

Wilfred Isaac
Examination
continued.

Cross-
examination.

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14

Wilfred Isaac
Cross-
examination
continued

are about 16 rooms at the St.James Hotel.

The Tourist Board does not send people there. I have a Guest Register at the St.James Hotel - also one at the Parisian Hotel.

I know Joseph about 22 years. We have been friends. We had no previous business transactions. We used to visit each other's clubs i.e. Isaac Terrace and Diamond Horseshoe. He came very seldom.

On the 29th August I was quite surprised to see him. I don't know when he paid for his shares. I told him I was not interested as far as that - i.e. buying the shares now.

10

I had money at the time. I told him I had no money then to invest in such a thing - that I would see the position. I wanted to find out what I was putting my money in. I haven't found out yet.

I am feeling now that I bought something that isn't existing at all. On the 29th I wanted to see what the true position was before putting my money in. He didn't tell me how much he had to pay. On that day we didn't go into any figures. He didn't tell me how much he wanted from me. I knew nothing of the terms on which he was purchasing.

20

On the 1st September I got a telephone message asking me to come in to assist him as he was going to take over. I was asked to go to his home at Taylor Street. I made a mistake it's de Verteuil Street. I went down that day and took over - he and I.

30

Question: Do you know he never took over until the 5th September? (No answer).

I have seen the cash book at the hotel. Joseph and I went to the hotel. We just rushed in to take over because the employees didn't know the place was sold. Joseph told me that the employees didn't know of the sale - he told me so on the way down.

40

We rushed in about 1.p.m. I saw a white lady there. She brought the Inventory. She was

Mrs. Atkin. Joseph introduced me to her.

We went round checking the items. It appeared that she conspired herself not to let the employees know. I had come to help Joseph. I had to pretend that I was a purchaser in order to get the employees to submit.

10 I wouldn't dispute that the former owners paid off their servants on the 2nd September. I am not sure of the dates. All the workers there didn't know the hotel had been sold.

The employees went off without asking for money, Joseph and I told them that whatever money was owing them they had to get from Mr. Stodart, because we are now taking over. We both said so at the same time.

I didn't see any advertisement of the sale of the hotels about 2 weeks before Joseph took over.

20 The same night of the take over I checked the bar sales - Mrs. Atkin took away her money. The money I took over for bar sales was around \$40.

I checked the payments for rooms - I think the bar sales were more.

Question: According to the books the bar sales on the 5th were \$6.16?

The day after the day I took over the bar sales were more than \$40. - could not be \$5.94.

30 I kept no books with regard to either hotel. I keep a register for Parisian Hotel. I keep no account books. I can't indicate any thing in my handwriting in any document with regard to the Hotel de Paris - I might write a message or so on a pad. The Secretary always wrote.

40 I have put my initials on documents re payments made by me on behalf of the company which were never returned to me. I claimed these amounts the night of the meeting. At night I would ask Joseph for my money - any sum I paid out - He would say he had no money. I paid out the \$21.40 on E.A.5. I never got it back. This

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14
Wilfred Isaac

Cross-
examination
continued

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14

Wilfred Isaac

Cross-
examination
continued

document reads wrong. The intention is that I paid the money out of my own pocket. The woman put the marks on the documents in my presence at the office at the Hotel de Paris. It is not that I took the money for her because she couldn't come for it. Sometimes the hotel didn't have 10 shillings. I kept on asking them for the 10 shillings. They told me in the office that Joseph said not to pay me - to wait till he came. I asked Joseph for the money and he kept on baffling me - saying he had no time for that. Besides this \$2.40 there were other sums that I paid on behalf of the company which I have not recovered.

10

I have receipts for wages that I paid amounting to \$90. - they kept the receipts and didn't pay me. I employed the people and I would pay on Saturdays - Joseph was not there to give instructions.

This hotel is a very shady hotel. The books are falsified. I found that out during this trial while the secretary was giving evidence. I always felt so.

20

I wouldn't take out the money due to me from the cash.

Up to now Mrs.Lamsee has not got her shares. The management was shady. I only held second place. Joseph was everything in it.

I know other things that make Hotel de Paris shady, but I don't care to say.

On the day Joseph went to take over he took no servants with him.

30

I dismissed all the servants. They were very dissatisfied. They went into the street. I then told Joseph that I wanted to have a talk with him. I called him aside. Mrs. Atkin had gone. I told him he had to take back some of the staff, and we took back some.

I was never alone with Joseph in the hotel. It was I, Joseph and the skeleton staff. The staff remained on the street about 10 minutes before I called back any.

40

I used to go to the hotel pretty often -

therefore I knew the men I used to see there.
That's how I knew whom to take back.

Before August I used to pass in to the hotel and take a drink. I didn't think of the question as to whether they were doing a fair business.

The first man I took on was Bridgemen. He used to serve drinks. I gave him a job to attend to the books. I didn't know at that time if he knew anything about book-keeping. I used to see him typewriting.

He was to continue being a waiter and if necessary, help in typing.

At that time I didn't discuss anything about keeping the books with Bridgeman. Aping later placed them in their proper places. I had fired and re-employed Bridgeman. He asked me nothing about pay. It was a temporary staff.

I told them at the time that we would arrange things with Joseph and Aping. Joseph told me the same day in the hotel that we would have to get Aping - it was after I had dismissed the men and before we re-employed them.

I was not surprised to see Aping the next day. I had known Aping. That same day I checked the inventory. That night Joseph went away and left me there - leaving the keys behind. He got the keys from Mrs. Atkin - I saw him get some keys from her - about 2.p.m. that day.

I was there for about $\frac{1}{4}$ hour before she handed over the keys. I didn't hear her conversation with Joseph. I was looking after something else.

It appeared as if Mrs. Atkin knew that Joseph was coming. The true position is that Mrs. Atkin was conspiring with Joseph to keep the staff in the dark.

Adjourned to Monday 28th

Monday 28th October, 1957

Wilfred Isaac (continuing under cross-examination by Hannays): I was in Court when Bridgeman

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14

Wilfred Isaac

Cross-
examination
continued

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14
Wilfred Isaac
Cross-
examination
continued

gave his evidence. I heard him say that I was not manager there at all. I always knew that I had dismissed and re-employed Bridgeman. I don't know if it was necessary for my counsel to put such questions to him.

I am not an experienced litigant. I have had Supreme Court cases before.

Mrs. Atkin checked things on behalf of the former owners - with Joseph and me. This was about the 1st September. Mrs. Atkin and Joseph had inventories. I went around checking. That was the day I took possession - whatever day it was. 10

I handed Aping the cash collected on the next day, also the keys for the chest, bar and storeroom.

The books were there.

On the next day I employed some other people. I can't remember who they are - about eight others - there was an expolice constable called Doman who worked as doorman. His salary was fixed by the secretary - Mr. Joseph. He worked there all day. 20

I remember the features of others - but not the names. I can remember having a private conversation with Joseph. I can't remember the exact day - it was in the early stage.

I told him I had to be paid a salary. I asked him "What is my position?" He said "I don't know nothing yet." He put his hand in his pocket, took out \$10. and said 'Hold that' I told him 'No, I cannot work for any tips - at some time that will bring you insultive to me.' 30

He asked me "Well, how much you want as your salary?". I said "\$400. per month". He told me he couldn't think of paying that. I said I couldn't work for less. I moved away towards the door. He called me back and told me he would give it to me.

When he engaged me he had known of my experience at the St. James Hotel. 40

Question: The St. James Hotel had no licence at all before 3rd April 1955?

Answer: No.

I worked at the hotel every day. I took lunch there sometimes - not for payment.

Between September - December I took lunch there altogether about 20-25 times. I also had drinks there frequently. I would sign a chit for them. I didn't pay for them. I think I am entitled to a drink or two.

On 30th September Aping paid the salaries and wages. I was present when the servants were paid. I didn't ask Aping for my salary. The servants are paid by the week. - not monthly - Aping is also paid by the week. Only Joseph drew money monthly.

I asked Joseph for my salary. He said both rents (\$500) were due - he hadn't enough in hand to give me. I protested. I said "Attie You must try to make better of this." I showed him my dissatisfaction by my countenance.

About the end of September we had some talk about some shares. This was a little before I asked him for my salary - just a couple days before - about 3-4 days before.

He said he would sell me some shares and told me the cost - he would be able to sell me about 15 shares. That remained off a little. The next day I asked him what about my salary. This was very near the end of the month. He then told me he hadn't enough money to pay my salary - as he had the rent to pay. He told me this on one occasion. Then he introduced the question of the shares.

I never suggested to Joseph that he should credit the amount of my salary towards payment of the shares.

(Witness referred to paras. 3 and 4 of his affidavit in interlocutory proceedings).

It is true that I have not been paid any

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No. 14

Wilfred Isaac

Cross-
examination
continued

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14

Wilfred Isaac
Cross-
examination
continued

part of my salary. I was looking to Joseph for payment of my salary. I had to pay Joseph for the shares.

I had to pay rent for the whole of December 1955. Joseph owed me salary for September, October, November and December 1955. I decided to forego payment of the salary due to me. I don't think the \$1,000 was paid on the 1st October. I had all the money. I could have paid but I was not too certain of it. The agreement was drafted, the payment was about 2 days after and the document was dated the 1st October. I paid the money either the 2nd or 3rd October.

10

Wharton submits that it is not permissible to ask questions of the witness inconsistent with plaintiff's own case.

Objection over-ruled.

I paid the \$1000 by cash - at Mr.Aboud's office at St.Vincent Street, I knew I had to pay \$614.59 at end of October. On 24th October 1955 I paid \$314.60.

20

At this stage I felt I was a shareholder and he needed money so I paid. A debt collector, a Chinese from Scotts, came to collect money and I and Aping had to be making excuses. I paid him the \$314.60 because he had no money.

I felt the business would develop - I kept on paying till the 1st December - trying to help the situation. At the end of October I asked for my salary. He said he had nothing in hand. I felt I should sympathise with the position.

30

(Witness referred to Clause 4 of agreement of 1st October.) I questioned Joseph on this clause. He said it was just formality. I didn't take him serious. I said "Attie man, this clause say you are going to forfeit and take my money."

Joseph said it was nothing. Mr.Aboud also said that was nothing at all.

I am not saying he fooled me when I was questioning it. He was giving me to understand that that clause would not be operated.

40

At that time Joseph made no suggestion as to when my salary would be paid. The question of the salary could have been put in. I was not legally represented.

I did not ask Joseph to give me the Parisian Hotel. He offered it to me.

At that time occasionally overflow guests from Hotel de Paris stayed at the Parisian Hotel. I took over the entire building. It had no business. When I took over everything was shut down - there were no more guests - I went into repairs.

I started letting rooms again sometime in January, 1956. I kept the money arising from those rooms - except in respect of a tenant called Patterson, who had contracted with Hotel de Paris and whom I could not get out immediately.

I have seen this book - Cash Account Parisian Hotel.

I have seen this book at the Parisian Hotel from the time I took over. I see entries in it for the month of January and February - stopping on the 17th February, 1956.

I don't agree that proceeds from renting of rooms at Parisian Hotel went to the Hotel de Paris until the 17th February 1956.

The billiard table was removed from the Parisian Hotel in February 1956 - before the meeting of the 17th February 1956.

There was no billiard tournament at the Parisian Hotel on the 24th and 25th February, 1956.

I was sub-letting the whole of the premises from Hotel de Paris, Ltd. They had nothing to do with me at all from 16th December, 1955. I should pay for electric bulbs. I had a cash register. I should have the records. I never sent them over to the Hotel de Paris.

I see my signature on these documents. They

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14

Wilfred Isaac

Cross-
examination
continued

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14
Wilfred Isaac
Cross-
examination
continued

come from my cash register at Parisian Hotel. I can't say how Joseph got them. They were for my personal checking. I signed them so as to show the barman that they were checked and agreed with the cash. Documents dated 11th February, 1956 - 28th February, 1956 put in as W.I.3.

Bridgeman did not, to my knowledge, have anything to do with the working of the Parisian Hotel

(Witness referred to pay out slip dated 8th February 1956) signed by me and countersigned by Bridgeman. (Slip for 52 cents for electric light bulbs). At that time I had nothing to do with the Hotel de Paris. W.I.4. 10

I see pay out slip for \$1.50 for a broom dated 7th February 1956, signed by me and countersigned by Bridgeman. Perhaps I didn't like the broom I bought and I sold it to them. I can't remember the incident at all. Maybe it was the same with the bulbs. Put in as W.I.5.

I see slip dated 20th February 1956 for \$16.20 signed by me, and countersigned by Bridgeman for one bottle gin and whisky. I can explain this. I can remember I took some drinks really from I can't remember this incident at all. 20

I am certain that these drinks were not for the annexe. It is not true that I bought drinks for the annexe and had them paid for by Hotel de Paris. I am certain of this. Put in as W.I.6.

I see pay out slip dated 11th February 1956 for \$40. for wages signed by me and countersigned by Bridgeman. Put in as W.I.7. Hotel de Paris Ltd. was doing some repair work to Parisian Hotel at the time. The work lasted a little over a week. 30

I see pay out slip dated 18th February 1956 for \$105. signed by me and countersigned by Bridgeman. Put in as W.I.8. This is the setting when I told Joseph he would have to put the place in proper repair as I had to pay rent. 40

I can't remember if he came and did any work after December, 1955. I did say that the repair work by Joseph continued for one week after I took

over on 16th December 1955.

I remember I paid some money to the workmen - there was some transaction whereby Joseph was to repay me the money I had paid the workmen.

I see another pay out slip dated 23rd February 1956 for 36¢ for a plate, Miscellaneous expenses - signed by me and countersigned by Bridgeman and cash register slip of Louis Gilman Thomas. I had no uses for plates there.

10 This complete transaction puzzles me. I am properly baffled by it. I have no recollection of it at all. I am certain it was not for Parisian. Documents put in together as W.I.9.

I see my signature on this slip - countersigned by Bridgeman dated 6th February 1956 for \$9.67. Put in as W.I.10.

20 This looks like a real fete, a spree - we drink brandy, cherry and kola tonic - i.e. Joseph and I. It is drink Joseph called a "fleury".

I wouldn't say Joseph didn't come to Parisian Hotel on 6th February 1956. I suggest these things came from Hi-Lo. I can't account for my signature appearing on this document. (Witness is requested by Hannays to write words - "copy book", "bulb"). Witness does so. Specimen of handwriting put in as W.I.11. Witness shown slip from Fogarty's dated 6th February, 1956. States - this is not my handwriting.

30 I see pay out slip attached to Fogarty's cash register slip - dated 6th February 1956 for 9¢ for miscellaneous expenses - signed by me and countersigned by Bridgeman.

I can't remember how my signature got on to this slip. W.I.12.

The writing "bulb" in cash register slip of 8th February 1956 of Hardware and Electric Supplies is not mine. W.I.13.

40 I don't know this cash register slip from Hi-Lo dated 6th February - put in as part of W.I.11.

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14

Wilfred Isaac
Cross-
examination
continued

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14
Wilfred Isaac

Cross-
examination
continued

To Court: I suggested the things came from Hi-Lo because there was a time when Joseph and I would take some drinks from Hi-Lo and go up to St. James Hotel and have a fete.

Luncheon Adjournment

Court resumes at 1.30 p.m.

Wilfred Isaac (continuing under cross-examination by Hannays) :

This pay out slip dated 25th February 1956 for \$105. bears my signature. It is countersigned by Bridgeman. It is for wages. Put in as W.I.14. 10

Question: What is your signature doing on that document?

Answer: I can't give any explanation.

It is not true that I was managing Parisian Hotel for Hotel de Paris, Ltd.

Question: Where are your books in connection with your business at Parisian Hotel?

Answer: I had no particular business - the hotel was not in full swing. I have books. I don't know whether they cover the period January to March 1956. I had a secretary, one Nelson Punch - he kept the books. He is no longer employed there - he is alive. He has gone to England. I have no books like these bill books and receipt books you show me with regard to the Parisian Hotel. 20

I can't remember off-hand if I had any business with H.P. Distributors (Caribbean) Ltd. I have bought beer from merchants at Charlotte Street. 30

I see this receipt in my favour from H.P. Distributors (Caribbean) Ltd. re beer. It is dated 27th February 1956 for \$280. Hotel de Paris Ltd. did not pay this amount. I now say I remember buying beer from these people. I remember paying for this beer. I remember the H.P. Distributors (Caribbean) Ltd. by the signature which

I can't decipher. I do remember the transaction. I remember paying for the beer. I intend to bring the man to prove it. Put in as W.I.15.

I don't remember the firm of H.M. Burnett & Sons - at 63-65 Queen Street. I don't remember purchasing an ice-pick for 25¢ from them on the 7th February 1956. Bill marked A for identification. I know Canning's Bottling Works at corner of Park and Richmond Streets. I see bill dated 6th February 1956.

10

I don't remember this transaction. I have bills showing what I bought from Cannings. Bill marked B for identification.

I know Pereira's of 39 Marine Square. I see bill dated 6th February 1956 for goods re Hotel de Paris Night bar.

I never got a discount from Pereira. I don't know if they give discounts. I did not buy the goods shown here. Bill marked C for identification.

20

I know Wm. H. Scott Ltd. - Provision Dept. I have bought things from them for the Parisian Hotel - not for Hotel de Paris Night bar. I see bill dated 6th February, 1956 for \$24.82. Marked D for identification.

I opened the night bar the same night I got the licence. I see bill of 6th February 1956 from Muir Marshall & Co. I don't know anything about it. Marked E for identification.

30

I remember buying a pen, ink and paper from Muir Marshall & Co. also gum. I can't remember if there was ink, pen and paper at the Parisian Hotel.

My estimate is that all those documents are a perfect fabrication, fabricated for the purpose of meeting this case. I can't remember what the documents bearing my signature were intended for, but I am certain they were not intended for the purpose for which they are put before me today.

40

I don't know Mrs. Melor nor Mrs. Lulimer nor

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14

Wilfred Isaac
Cross-
examination
continued

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14
Wilfred Isaac
Cross-
examination
continued

Mr. and Mrs. Thomas, Nor Mr. and Mrs. Jingley,
nor Mr. Foderingham, Nunes, Muldoon.

I had no Mrs. Feuntes working there. I don't know a woman called Gervais. I didn't give guests receipts for moneys paid, only occasionally - because there was no particular business. I had no receipt book for that purpose. I have no guests at present at the Parisian Hotel.

I can't say off-hand when last I had guests. I think I had a male guest up to last night. I was told so. I didn't see him. I saw some guests last month - also this month.

10

I have a register of guests. I will bring it tomorrow - a book started recently - about February this year. They pay the restaurant keeper for meals. Sometimes they drink at the night bar.

We have a Petty Chit book - that shows the payments. There are electric lights at the Parisian Hotel. I pay my light bills.

20

For period December 1955 to February 1956 I paid the light and telephone bills for the Parisian Hotel. They were paid in the name of the Hotel de Paris, Ltd. The company wouldn't agree to change over to my name. Eventually I got a transfer about February or March, 1956. I have the receipts for these payments. They must be on the file at the hotel.

After the agreement of December I gave Joseph a concession to use the billiard table up to about February, 1956. I told him in February 1956 that he wouldn't be able to go on any longer. This was after the meeting of 17th February, 1956.

30

He came one night and asked for the balls. I told him I had sold the balls. That was not true. I did so in order to force him to get rid of the table. I told the police constable that the table had no right there, that I paid a rent, I was a tenant and that if he wanted it to remain there, he would have to pay a rent.

40

I never got a rent from him re the table - I never deducted rent from the rent I paid him. I don't know the police constable's number.

Hotel de Paris Ltd. had nothing whatever to do with my night bar. I put on the words "Hotel de Paris" because I thought I would get some patronage. I had in mind that if the public thought it was still Hotel de Paris they would come there. I also had my name "Wilfred Isaac."

I took down the sign - long ago as they didn't like it. I got to find out they didn't like it in the early part of 1956. It was when I applied first for the hotel licence - after the meeting of 17th February 1956.

This was not one of the things that brought about that meeting. I removed the sign shortly after they protested.

Question: What brought about the meeting of the 17th February?

Joseph was asking for the remainder of money due on the shares. I told him we would have to go into accounts to find out what was the remainder. I had receipts. I had paid some money on behalf of Hotel de Paris to people employed, which Joseph had to give me back.

There were workmen, carpenters, painters, Baker, John and I think two others. They kept those bills and never paid me. I paid these sums in 1956 between the months November - December 1955 - It was not in 1956.

These bills are conveniently fixed for the purpose of answering this case. I know Baker well. He lived near to me at that time.

I see receipt dated 16th December 1955 from Baker - part of E.A.18. I paid Baker about \$19. I asked Aping for the money. Aping said Joseph had said not to pay any money until he came. It was a month's wages. Joseph refused to pay - I paid and they never paid me back.

I paid altogether \$90. for one week and this was not refunded to me. The amount could be \$70.38. I got receipts which I handed over to Bridgeman. I asked Joseph for the money. He said he had none. I was seeing about that work.

There was no sum other than the \$90. which

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14

Wilfred Isaac

Cross-
examination
continued

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14

Wilfred Isaac

Cross-
examination
continued

I paid in wages during one week which I was asking to be brought into account.

I have now paid \$2300 and a couple dollars. I was told the night of the meeting what the balance was.

We agreed on all the other points but the balance. We left that for when the cash was paid.

Question: What is the balance now owing on the shares?

The balance now is to be found by subtracting \$2,300 and a couple dollars from \$4,600 and a couple dollars.

10

I didn't actually leave any money or cheque with Mr. de Gannes. I told him I had the money as soon as the documents were ready.

Question: On the night of the 17th February, 1956, did you tell Mr. Aboud that you were a tenant of the Parisian Hotel?

Answer: Yes, I told him.

I told him "You know I am a tenant." He said the document would be drafted accordingly. Joseph agreed on that night that I was a tenant of Parisian Hotel. The word 'tenant' was used in a general way by us all. Joseph said that I would pay the rent of \$250.

20

It was agreed that the agreement would embody the terms that I would pay \$250. per month as rent as well as all expenses. Joseph was to keep my share-certificates and I was to keep his.

It was not impossible for Hotel de Paris, Ltd. to incur a debt in my name.

30

I have not yet paid the balance due on the shares, because I am awaiting the draft agreement.

Question: If you did not take up the shares, would you still get the Parisian Hotel?

My taking possession of Parisian was under the agreement of December - This had nothing to do with the question of my taking shares or not.

I feel that it was a separate thing. I was paying my rent. I felt the Parisian Hotel would be mine since I was paying a rent. The shares had to be paid for if agreement arrived at.

In the
Supreme Court
of Trinidad
and Tobago

Under the agreement of December 1955 I was put into absolute possession of Parisian Hotel - as an absolute tenant not as a manager - I am still there in that capacity - as tenant of the whole of both floors.

Defendant's
Evidence

No.14

10 I had no one to account to - I did not in fact account to anyone. The agreement was that I would pay for all the materials, etc. needed for the running of the Parisian Hotel. Hotel de Paris had no interference with it. Hotel de Paris, Ltd. never paid anything on my account.

Wilfred Isaac
Cross-
examination
continued

I opened a new bar. The stock was not big. I know I am required by law to keep a stock book. I had one for January-February, 1956. It is completed. I got rid of it.

20 On the night of the 17th February 1956 I wanted to see the counterfoils of the receipts I had got from Joseph.

I can't remember anything being said about billiards that night - the table was there temporarily - was to be removed.

After the agreement of 17th February 1956 I was to forego all dividends in the company.

30 From December I felt that I should get no dividends in the company and that the company should get no part of the profits from Parisian. This was not actually said but it was implied.

In December I did not ask Mr. Aboud to put the agreement into writing.

I paid the rent of \$250 about 4-5 days after. I paid it to Aping. I later asked Joseph for a receipt. He gave me none, stating that we were friends and it didn't matter.

40 In January I asked Aping for a receipt. He said Joseph was not present. I got none. I got no receipts for rent paid in February, April and May 1956.

In the
Supreme Court
of Trinidad
and Tobago

Adjourned to Tuesday 29th October

Tuesday 29th October, 1957

Defendant's
Evidence

No.14

Wilfred Isaac

Cross-
examination
continued

I produce the Parisian Hotel Guest register book - the first entry is dated the 25th February, 1957. This is the only book I can produce with regard to guests at the Parisian Hotel. Book put in as W.I.16. I produce St. James Hotel guest register starting 16th February 1957. Book put in as W.I.17.

I produce my spirit stock book in connection with the St. James Hotel. Stock book put in W.I.18 I can produce the stock book of the Parisian Hotel. It is a new book. I will search for the old one. I will also produce the Cash Book of the Parisian Hotel.

10

Court adjourns to enable defendant to produce books relating to the Parisian Hotel.

Court resumes at 10.40 a.m.

I produce all the books I have been able to find. They are (1) Parisian Night Bar Spirit Stock Book - with one entry of 14th October 1957. W.I.19a.

20

Receipt from Kirpalani's W.I.19b.

Restaurant book (earliest 13th February 1957) W.I.19c.

Restaurant account 7.10.57 W.I.19d.

Market book 22.8.57. W.I.19e.

Account 2nd August 1957 W.I.19f.

Stubs of Petty Cash Book
(earliest date 14.8.57) W.I.19g.

30

I cannot now produce any books with regard to the early part of 1956. They are not now in existence. I threw them away as they finished.

Re-examined.

Re-
examination.

Re-examined by Wharton: At the time of the

agreement both Joseph and Mr. Aboud told me that the clause as to time being of the essence was not going to be enforced against me.

I spoke to Mr. Joseph about this. He told me to get Mr. Aboud to draft a note so as to extend time for payment to 15th November.

Mr. Joseph gave me a note at the time of the contract. This is the note - it is in Aboud's handwriting signed by Joseph.

10 (Note put into evidence as W.I.20).

This is my hotel licence for St. James Hotel for year ending 31st March, 1957, W.I.21.

This is my certificate from Licensing Committee for first Night Bar Licence at Parisian Hotel dated 26th January 1956 - operative to 31st March 1956. W.I.22.

20 Agreement re taking over Parisian Hotel was in latter part of 1955. At that time some repair work was going on which Joseph continued for about a week after I took over.

I employed some of the same men in January 1956. During period December 1955 - February 1956 - there was dispute over question of removal of billiard table - Joseph removed it.

The other rooms referred to in the conditions attached to W.I.22. are the restaurant and the dance hall.

30 Slips W.I.3. come from Parisian Hotel - the Cash Register is used at the bar - the bar is at one end of the Dance Hall. These slips are my property.

I did not give them to Joseph nor authorise him to take them away. I don't know how they came into his possession. I usually keep them in a little drawer in the bar - the drawer is not always kept locked. If they are removed from the drawer, that would be without my authority. I never missed them.

40 I had the slips from 27th February 1956 onwards. I would sometimes put the whole roll

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14

Wilfred Isaac

Re-
examination
continued

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.14

Wilfred Isaac

Re-
examination
continued

in the drawer I can't say whether I have any other such slips.

I started to operate the night bar on the 26th January 1956 - the same night of obtaining the licence. I had an opening party. Re W.I.4. - 14 - pay out slips, on which my signature and that of Bridgeman appear, when I said that they were fabricated, I mean that at this stage the documents appear to be intended to show that hotel de Paris Ltd. bought goods to stock the Parisian Hotel. That was not the purpose.

10

At this stage I cannot place the intention of those documents, but I am certain they were not signed by me to acknowledge that the company was supplying drinks to Parisian Hotel.

It is my money that paid for the items on all these slips W.I.4. - 14.

Re W.I.15. H.P.Distributors (Caribbean) Ltd. it was my money that paid for the goods.

I did buy goods from Burnett & Sons - also from Canning's Bottling Works.

20

I can't remember the exact wording of the sign-board I first put up re the Night Bar.

Joseph's objection was to the use of the words "Hotel de Paris" not to my name "Wilfred Isaac".

After the 17th February, I expected to get a draft agreement from Mr. Aboud. At the meeting of the 17th February Joseph, Mr. Aboud, Mr. de Gannes and I were present. No one else took part in that meeting.

30

At the December meeting present were myself, Joseph, Mrs. Lamsee and Mr. Aboud - no one else took part in the meeting although Mr. Aping was in his office where the meeting was held.

Hannays asks leave to ask witness a further question.

By Court: I did not ask for an extension of time till 15th November, 1955. Joseph told me the clause re. time was not to be taken seriously."You

40

want time?" I was not very concerned about the time for payment. I merely questioned the clause as to time being of the essence.

They wanted to show me how easy it was.

By Court: I think I signed these documents W.I.4. - 14 at the Hotel de Paris. Bridgeman also signed them there. There are forms used by Hotel de Paris Ltd.

10 It beats me entirely there - why I signed these things I can't say.

Court resumes at 1.30 p.m.

No. 15

EVIDENCE OF G. DE GANNES

Guy de Gannes, sworn, states: I am a solicitor of the Supreme Court. I was the solicitor of the defendant, Wilfred Isaac, for some time. On the night of the 17th February 1956 at a conference held at the Hotel de Paris, I acted as the defendant's solicitor.

20 Present were Mr. Joseph, the defendant Isaac, Mr. Sabga Aboud and myself.

I knew nothing of the purpose of the meeting until I arrived there. At the meeting I was asked whether I had seen the agreement. A copy of the agreement A.J.1. was shown to me.

30 Joseph said "You see under this agreement I can confiscate Isaac's money". I said "Don't talk foolishness man, this man (i.e. Isaac) says that you owe him money and you are talking about confiscating money like that." After that there was a lot of talk between Joseph and Isaac. Finally it was agreed to scrap that agreement of October 1st and enter into a new agreement in the following terms :

Isaac was to pay up the balance due on his shares. He was not to interfere in any way with the management of or have anything to do with the Hotel de Paris. He was to look for no profit on his shares. He was to take over the

In the Supreme Court of Trinidad and Tobago

Defendant's Evidence

No.14

Wilfred Isaac

Re-examination continued

No.15

G. de Gannes Examination.

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.15
G. de Gannes
Examination
continued.

Parisian Hotel and continue to pay the rent of \$250.

Whatever he made from running Parisian Hotel would be Isaac's and Joseph would have no interference with him whatsoever. That was the agreement arrived at.

The discussion before the agreement was that Isaac said he had done a lot of work as manager of Hotel de Paris and repairs to the Parisian Hotel and had not been paid.

10

As regards the money that Isaac was claiming, Joseph said "We'll discuss that afterwards."

Mr. Aboud was to draw up the agreement which was to be presented to me for approval on Isaac's behalf. I wrote Joseph this letter dated 28th February 1956.

Isaac had not really deposited the money. He assured me that he had the money. I was satisfied that he had it and could have paid it when required.

20

I received no reply till letter of 27th March 1956 with the draft agreement. This is it - part of Exhibit - I rejected this draft agreement.

I wrote letter of April 3rd 1956 - it refers to a visit to my office by Mr. Sabga Aboud.

After I received it I gave it to Isaac telling him "take it home and see what you think of it." I saw names of parties in the draft whom I didn't know at all.

I also sent \$250. as rent. I next received letter of 23rd April 1956, from Mr. Maing and I replied by letter of 1st May 1956, stating (inter alia) that the draft did not comply with the terms of the agreement of 17th February, 1956.

30

As far as I can remember this is the first time I am hearing anything about a billiard tournament.

It is correct that Isaac was to pay all disbursements in connection with Parisian Hotel. Isaac was to pay to Hotel de Paris, Ltd. \$250. per

40

month rent which the company paid Fernandes. There was nothing about Isaac being manager of Parisian Hotel. Everything Isaac made from Parisian Hotel was to be his and he was to receive no dividends on his shares.

In the
Supreme Court
of Trinidad
and Tobago

There was no talk about the top floor being kept closed.

Defendant's
Evidence

10 Re point 7 - I didn't hear that expressed. I don't think I heard anything said about Isaac's shares being held as security for debts incurred.

No.15

Isaac was to pay up the balance due on his shares.

G. de Gannes
Examination
continued.

By Court: I presume he was to hold Parisian as a tenant. That was my opinion. He was paying rent. Isaac was not to cross the doors of Hotel de Paris in any capacity at all - the same was to apply to Joseph vis-a-vis the Parisian Hotel.

Cross-examined

20 Cross-examined by Hannays: I had to wait on Joseph's arrival. We were having a drink when Joseph arrived. Aboud is right in saying that there was a drink before.

Cross-
examination.

I have a clear recollection. I took no notes. Aboud took some notes. He had a folder. I can't say where he took his notes. It might have been on this paper folder shown me.

30 I heard no talk about Isaac's share certificates being held as security. Isaac's share-certificates were to remain in Joseph's possession after payment for the shares. I didn't ask why. I don't know why.

Witness referred to Clause 3 of Draft Agreement.

Question: Are you in a position to dispute that that was one of the terms?

Answer: It was never mentioned why Isaac's share certificates should be kept by Joseph.

Isaac consented to his share certificates being kept by Joseph. Isaac was not to hold

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.15

G. de Gannes
Cross-
examination
continued

Joseph's share certificates in the Hotel de Paris Ltd.

I was surprised to see in the draft the names of Elsie Lamsee and Theresa Jones. I discovered after seeing the draft that they were share - holders.

I found no fault with their being made parties to the agreement. I find none now.

It was clear to me that the profits from Parisian Hotel were to go to Isaac - not to go towards the profits of the company. Isaac was to take the profits from Parisian Hotel and forego any claim to dividends in the Hotel de Paris Ltd.

10

In order to ascertain the profits he would have to pay all disbursements - light and telephone expenses and rent.

There was nothing mentioned about Isaac keeping account books. There was only one agreement - as part of it Isaac was to run Parisian Hotel, paying all disbursements including rent.

20

I don't think Isaac mentioned the sum Joseph owed him for repairs.

Isaac said Joseph owed him money for work he had done - different kinds of work, for wages when he was manager at Hotel de Paris. Isaac said he was manager there and had not been paid. Also for repairs, he said he had done a lot of repairs at Parisian - for materials and labour. I don't know when.

I don't know that Isaac swore in affidavit that he abandoned his claim for salary as manager of Hotel de Paris. The two of them were talking about money owed for a long time until Joseph said "You want the Ice House - take it - you want to run it - take it." This was said on that night.

30

(Witness referred to letter of 28th February, 1956)

It is not an accurate statement that Isaac had deposited money with me.

It appears from this letter that Mr. Aboud took a draft of the agreement that night. I won't

40

say he would produce in Court terms which he did not take down that night.

Witness referred to letter of 1st May, 1956.

I did not go through the draft agreement with Isaac. I gave it to him, telling him I didn't agree with it - take it home and see what you think of it.

On the 1st May, Isaac had brought back the draft agreement to me.

10 After I got the draft agreement from Aboud I gave it to Isaac, who brought it back to me on the 3rd April.

Isaac ascertained the balance owing on the shares. He told me the amount. I don't now remember the amount.

I understood that he was prepared to abandon what was owed to him and to pay to Joseph without deductions the balance owing on the shares.

20 Re-examined

Re-examined by Wharton : I heard a discussion between Isaac and Joseph re matters of account. I heard the terms actually agreed between them. Apart from the matters I have accepted, the draft agreement does not embody the terms agreed that night.

When I first read the draft I did not consider it embodied the agreed terms.

30 On the 1st May I received back from Isaac the draft agreement. I did not actually start to re-draft the agreement. I got no reply to my letter of the 1st May, 1956. I have no recollection of having previously seen letter dated 7th May 1956 to Isaac.

40 I first came into the picture on the night of the 17th February, 1956. I didn't then know what was going on at the Parisian Hotel. From what was said that night I gathered that the Parisian Hotel was being run together with and as part of the Hotel de Paris.

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.15
G. de Gannes
Cross-
examination
continued

Re-examination

In the
Supreme Court
of Trinidad
and Tobago

I had never been to the Parisian Hotel. I had seen Isaac a couple of times at the Hotel de Paris. I saw him walking around as if he was a boss there. I even teased him about it.

Defendant's
Evidence

On the night of the 17th February, 1956 it was agreed that Isaac had to continue paying rent for the Parisian Hotel.

No.15

G. de Gannes
Re-
examination
continued.

No.16

Elma Lamsee
Examination.

No.16

EVIDENCE OF ELMA LAMSEE

Elma Lamsee, sworn, states: I live at No.6 Irving Street, San Fernando. I am a widow. I know Attie Joseph very well - about 10 years.

10

At one time I owned some shares in the Hotel de Paris Ltd. One day Mr. Joseph told me that Hotel de Paris was being sold out, it was very good business and he wanted me to go in half with him - I should put \$10,000 and he \$10,000.

He took me to Hotel de Paris the same day. Then he said "This is the Annexe to Hotel de Paris" referring to Parisian Hotel.

20

I said the business was too big for me, I knew nothing of hotel business. He said he would get someone to manage it because he himself didn't know anything about hotel business.

Sometime after Joseph took me to Mr. Aboud, the barrister. I decided to put \$5,000 into the business. When he approached me, Joseph had not yet bought the business. I was to purchase 16 shares in the company for \$5,000. Joseph told me I could have a job to supervise Hotel de Paris. I started to work as supervisor on a Sunday morning 3rd September 1955. I spent nearly 4 months. It was agreed that I should receive \$50 per week. I never got paid. Joseph said the hotel was not making any money. I lived at the hotel and had

30

meals there during this period.

Joseph got a manager - the defendant Isaac. He started to work on the same night of the 3rd September, 1955. I had not known him before.

Joseph came up with Isaac who had a cash pan and some keys for the storeroom. Joseph said to me "this is the person I got to manage the place."

10

After that Isaac used to be there every day from about 9.30 - 10.a.m. till around 11 p.m. There was also a book-keeper, Mr. Aping. He was supposed to be secretary.

Sometimes I acted as cashier - sometimes Aping did. Aping knew of Isaac's position.

20

Bridgeman was a waiter when I first went there. Later he became book-keeper. I paid \$5,000 for 16 shares. I got no share certificates. I asked Joseph for them several times. I also asked Aboud about it. The last occasion Aboud said he didn't know how Joseph was running the business and I should ask for a meeting.

I told Joseph I wanted to have a meeting to find out about my share certificates, to see the books and to find out about my pay.

The meeting was held about 2.30 p.m. one day in December 1955.

Present were Joseph, Aboud, Isaac, Aping and myself.

30

It was held in what was called the manager's office. Isaac had to do with the cash register - back and forth to the Parisian Hotel - he bought drinks i.e. liquor stocks.

Wednesday 30th October, 1957, at 9.30 a.m.

Elma Lamsee (continuing in examination-in-Chief by Wharton) :

Isaac also issued foodstuffs from the storeroom and supervised the work of the waiters. My duties related to the kitchen and the bedrooms. I also helped out in the office.

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.16

Elma Lamsee
Examination
continued

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.16

Elma Lamsee
Examination
continued

Up to when I left Mr. Isaac was still there. I left sometime in December 1955 -- before Xmas.

During the period I was there Joseph would come to the hotel - sometimes every day - every other day - every two days. He would not spend much time there,

Once he supervised some painting work. He did not manage the stores.

Aping checked all cash - Isaac used to receive cash at the cash register in the bar. 10

At the meeting I said I wanted to hear something about my share certificates and that I wanted to see the books and also my four month's salary.

Joseph said I could not see the books because my shares were not registered, he could not pay me any money because the hotel was not making any, and if I wanted to take over the Parisian Hotel I could do so if I paid \$250 per month to run it. I then told him I didn't want any part of the business - all I wanted was my money back. 20

Isaac then said "If you can't pay Mrs. Lamsee, how are you going to pay me - I want my money". Joseph then told him "You can have the Parisian Hotel since Mrs. Lamsee doesn't want it, pay me \$250 per month and do not come back to the Hotel de Paris". Joseph said that the \$250 per month was for rent for the Parisian Hotel. He did not tell Isaac that he should go over to the Parisian Hotel as his manager, or that he had to do any accounting to him. 30

At the time of this meeting there were guests at the Parisian Hotel. I never went to the bedrooms.

I had paid cash for my shares. Joseph repaid me \$2,000 on 24th July 1956. The decision to refund my money was made at this meeting in December 1955 - the agreement was to pay me \$2000 down and the balance by monthly instalments of \$250. I took part in no other meeting with Joseph. 40

Mr. Aboud was not my lawyer in 1955. I gave him no instructions to include my name in any agreement. I know of no agreement between Joseph and Isaac that took place in 1956. I did not know that my name was in fact included in any such agreement. I am hearing so now for the first time.

In the Supreme Court of Trinidad and Tobago

Defendant's Evidence

10 I ceased working at the Hotel de Paris a few days after the meeting in December - a little before Xmas 1955. Joseph eventually repaid me the balance of money.

No.16

Elma Lamsee Examination continued

Between January and July 1956 I asked him for my money back on about three occasions. He said the hotel was not making any money give him a chance.

Cross-examined

20 Cross-examined by Seemungal: I understood that at the December meeting Joseph made Isaac a tenant of the Parisian Hotel, I have known that at all times thereafter. On the 9th June, 1956 I knew it.

Cross-examination

Question: Did you on the 9th June 1956 sign a letter addressed to the Secretary of the Licensing Committee - a letter signed also by Theresa Jones and Attie Joseph?

Answer: I never signed any such letter.

30 I know Mrs. M. Akow. I see this undated letter addressed to Mrs. M. Akow. It is my handwriting. I wrote this letter. Letter put in as E.L.l. Isaac offered to pay me \$25. for every day I appeared in Court.

The Henry in question is Mr. Henry Debi. I didn't want him to know that I was going to give evidence in the case. I knew he would have stopped me from giving evidence. I didn't want him to talk about anything at all.

I consider \$25. a day a fair estimate for my expenses including travelling - if not, very nearly - it might be a little excessive.

40 Witness shown original letter dated 7th

In the
Supreme Court
of Trinidad
and Tobago

Defendant's
Evidence

No.16

Elma Lamsee
Cross-
examination
continued

June 1956 addressed to Secretary, Licensing Com-
mittee, St.George West, Port of Spain. I see my
signature to this letter. (Put in as E.L.2.)

I don't remember the letter. Having read
the letter, I still say I don't remember it. I
realise that the contents of this letter are not
in harmony with the evidence I have given.

By Court: I really can't remember how my signa-
ture got on to this letter. I have no recollec-
tion of any incident concerning this letter. I
don't know anything of any application being
made by Isaac for a hotel licence. I never heard
about it. Joseph never told me about it. It is
a mystery to see my signature appearing on that
letter. Joseph never asked me to sign that lett-
er. Agreed copy of letter put in by consent.

10

Re-examined

Re-
examination.

Re-examined by Wharton: My signature appears
on E.L.2. I don't remember any such letter be-
ing read to me either by Joseph or Mrs.Jones. I
don't know how my signature got on to this lett-
er. At the date of this letter I was not a re-
gistered shareholder in the Hotel de Paris, Ltd.

20

Joseph never told me apart from the meeting
in December, 1955, what the position of Isaac
was. Mr.Henry Debi is a barrister. He is a
friend of mine - also of Mrs.Akow's. He is
not a friend of Mr.Joseph, but they know each
other.

Mrs. Akow wanted me to accept \$500 from Mr.
Joseph to keep out of the matter - not to give
evidence in the matter - Mrs. Akow made me
that offer in Joseph's presence at Mr. Akow's
house. The offer was made after the letter. I
wrote E.L.1. about week before last.

30

Joseph yesterday morning was telling me
what to say - that if I was asked if I was
employed at the Hotel de Paris, I must say no
and that if asked whether cash pan and keys giv-
en to Isaac I must say no.

40

Joseph first offered me \$300 to come into

Court and give false evidence in his favour. This was at Mrs. Akow's house - about 3 weeks ago - that was after the letter E.L.L.

In the Supreme Court of Trinidad and Tobago

Sometimes Mr. Debi works for Mr. Joseph. My home is at San Fernando. This is the first time I have come to Court. I got a sub poena in this case.

Defendant's Evidence

Mrs. Akow is still a friend of mine - also Mr. Joseph - also Mr. Debi. I live with Mr. Debi as man and wife. I consider it a great insult to be offered a bribe to commit perjury. I still retain the friendship of Joseph and Mrs. Akow.

No.16
Elma Lamsee
Re-examination continued

10

Close of case for Defence

Hannays applied for re-call of Bridgeman to produce account books re running of Parisian Hotel by Hotel de Paris Ltd.

Wharton states: I am not making any formal objection, although I don't admit propriety of this evidence being called now.

20

No.17

EVIDENCE OF EGBERT BRIDGEMAN (RECALLED)

Plaintiff's Evidence

Egbert Bridgeman (recalled and reminded of his oath), states :

No.17
Egbert
Bridgeman
(Recalled)
Examination

I produce Guest Register of Parisian Hotel - from 9th October 1954 to 16th February 1956.

In January 1955 there were 197 guests, according to the entries. In February 1956 there were 155 guests.

30

I produce Bill Analysis Book of Parisian Hotel from 9th May 1955 to 29th February 1956. The columns are date, name of payer, folio of bill in bill book and columns representing boarding, Hotel, sundry debtors, telephone, laundry and advances and also a Total column.

The bills are kept in a bill book. I produce

In the Supreme Court of Trinidad and Tobago

two bill books of Parisian Hotel. The bill book contains the names of guests registered in Register book and also the amounts paid by them as referred to in the Bill Analysis Book. I can check the guest book and bill analysis book as against the bill books.

Plaintiff's Evidence

No.17

Egbert Bridgeman (Recalled)

Examination continued.

I also produce two receipt books of Parisian Hotel - containing carbon copies of receipts given to guests. First book is for period 28th January 1956 to 29th February 1956. First Bill Book covers period 25th November 1955 to 26th December 1955. The other book is for period 14th November 1955 to 24th November 1955. Second bill book is for period 2nd February 1956 to 29th February 1956.

10

Cross-examined

Cross-examination

Cross-examined by Wharton: All these books tend to show that Hotel de Paris Ltd. kept books and records re Parisian Hotel. I have no books relating separately to first floor or second floor of Parisian Hotel. There is a bill book for the period between 24th November 1955 and 2nd February 1956 - It must have been left in the hotel.

20

Not re-examined.

No.18

No.18

Closing Speech for the Defendant.

CLOSING SPEECH FOR THE DEFENDANT

30th October 1957.

11.10 a.m. Wharton addresses.

Bridgeman's evidence this morning is to show that Hotel de Paris Ltd. kept books re its two establishments, Hotel de Paris and Parisian Hotel.

30

Isaac had no hotel spirit licence and therefore could not run Hotel from start on a full basis - business was sketchy. Not really denied that the company carried on the Parisian Hotel for some time after the agreement of December. By middle of February, Parisian Hotel closed down completely as an Annexe to Hotel de Paris, Ltd.

"Subletting" is a strange word to be used by Joseph in his evidence.

Tenancy agreement had nothing to do with agreement re shares. Clear that Joseph holding both Isaac and Lamsee on a string re payment of their salaries.

In the
Supreme Court
of Trinidad
and Tobago

Parisian Hotel first offered by Joseph to Mrs. Lamsee at meeting in December 1955. Refer to para. 4 of Statement of Claim. Receipts given for payment of rent after March, 1956. Was defendant a trespasser as from 1st March, 1956?

Closing Speech
for the
Defendant.

10 If you continue to receive rent from me after end of February how can you claim damages from me? Refer to para.19 of Joseph's affidavit of 31st July 1957. Cause of action is trespass.

30th October
1957.
continued.

You let me into possession of the premises on condition that I pay you \$250. per month, the rent you pay the landlord.

20 Matters as to whether the company paid bills re Parisian Hotel in early part of 1956 are not material to the real issues - those are matters of accounting between the parties. Joseph states Isaac was then a trespasser?

Joseph's explanation about letting Isaac run Parisian Hotel on behalf of the company completely trumped up. Trouble arose when Isaac applied for Special Hotel Licence in 1956 - no objection by Joseph to Night Bar Licence application 1956 - but in 1957. Refer to relief claimed in Statement of Claim.

30 Defendant is in possession - that being so - plaintiff must prove his title to the Court's satisfaction. Joseph offered no explanation for accepting position that the company was subletting.

Defendant never in arrears of payment of rent - Joseph admits defendant in possession - what then is his title?

40 Tenancy established by defendant being put into possession for payment of rent. Rent being accepted on 19th October 1956 - cause of action must mature by that date.

In what capacity did Joseph continue accepting money as rent? Refer to Clause 5 of the

In the
Supreme Court
of Trinidad
and Tobago

Draft Agreement.

Tenancy created by agreement of mid-December, 1955.

Closing Speech
for the
Defendant

Agreement of 17th February was to have been a novation of that agreement - it never materialised in law because parties were never ad idem although both parties state that agreement took place on 17th February 1956. Attempted novation failed.

30th October
1957
continued

Both sides agree that terms were to be put into writing. Cheshire and Fifoot on Contracts (4th Edition) 424.

10

By December 1955 Mrs. Lamsee not a shareholder either in law or in equity owing to new agreement with Joseph for return of her money. Yet by letter of 26th June 1956 she is described as a shareholder - Letter of 19th June 1956 is Joseph's. Her money not yet repaid. Refer to Clause 6 of the Draft Agreement.

Pay-out-slips for January - February 1956 don't affect the matter one way or other - This was a period of change-over. Assuming payments made by the company, this does not show that Isaac running Parisian Hotel on behalf of the company. How does a manager pay rent?

20

Submit the first payment to Aping made in December, 1955 in Lamsee's presence. Joseph's refusal to give receipts cannot be taken in his favour. Joseph seeking to hide from a situation.

No.19

Application
for Amendment
of Statement
of Claim,

30th October
1957.

No.19

APPLICATION FOR AMENDMENT OF
STATEMENT OF CLAIM

Hannays asks for amendment of para. 4 of Statement of Claim to substitute 15th May for words 1st day of March.

Wharton objects to application.

Even if amendment granted, it would be inconsistent with Joseph's evidence. Granting an amendment at this stage because of letter attached to affidavit, the receipt of which has not been proved or admitted would be improper.

30

40

Application refused

No.20

CONCLUDING SPEECH FOR PLAINTIFFIn the
Supreme Court
of Trinidad
and Tobago

When Wharton said agreement of 17th February never came into operation he made a damning admission.

No.20

Falling back to agreement of mid-December - means that this case at an end.

Concluding
speech for
Plaintiff,

10 Isaac suggested to us to open Night Bar on first floor. He did so - we made certain discoveries - etc. - dispute arose and meeting of 17th February became necessary.

30th October
1957.

Isaac's story is "Because I didn't get my salary - Parisian Hotel was rented to me - both floors - a completely distinct and separate business."

20 Evidence only one way - Isaac can produce no documents to show what business he was carrying on between January and February, 1956. Pay-out slips show that Night Bar of Parisian Hotel was charged with those items - bulbs, telephone bills, electric light bills.

Isaac gave no explanation as to these pay out slips. Wages, etc. Cash register slips etc. signed by Isaac.

Isaac was a mere servant - when he ceased to be so - he was in adverse possession - as from May 1956.

30 Submit Isaac not paying rent before February 1956. During January and February, - guests at Parisian Hotel paid Hotel de Paris, Ltd.

He cannot say "I was accounting to you but I was a tenant."

Re first floor he is accounting to us, re second floor, he has no books - we have produced all our books up to 17th February.

Submit that agreement of 17th February 1956 never came into effect, but Isaac must continue paying disbursements of \$250. per month as long as he remained there.

In the
Supreme Court
of Trinidad
and Tobago

No.20
Concluding
speech for
Plaintiff,
30th October
1957.
continued

I don't ask for mesne profits or damages. I ask for a declaration that we are entitled to possession and for an order for possession.

Refer to De Gannes' evidence - re Joseph saying to Isaac "You want the Ice House, take it and run it".

Use of words 'rent' or 'sub-letting' by Joseph does not affect the matter. Have regard to the substance of the transaction.

Mrs. Lamsee condemned herself by her evidence in the box.

10

No.21
Judgment
6th December
1957.

No. 21
JUDGMENT

IN THE SUPREME COURT OF TRINIDAD AND TOBAGO

NO. 828 of 1956.

BETWEEN

HOTEL DE PARIS LTD. Plaintiff,

and

WILFRED ISAAC Defendant.

J U D G M E N T

20

This is an action by the plaintiff company (hereinafter sometimes called the 'company') for a declaration that it is entitled as against the defendant to possession of certain premises known as the 'Parisian Hotel' situate at No.10 Abercromby Street, Port of Spain, and for an order for possession of the said premises. Claims for mesne profits and/or damages were at the trial abandoned by counsel for the plaintiff. The defence is that the defendant has been the tenant of the company in respect of the said premises since the month of December, 1955, at a monthly rental of \$250.

30

Prior to the year 1955 the company carried on the business of hotel-keepers at premises situate at No.7 Abercromby Street, Port of Spain, known as the 'Hotel de Paris'. It was also the tenant (at a monthly rent of \$250.) of one Manoel Fernandez in respect of the 1st and 2nd floors of premises at No.10 Abercromby Street, Port of Spain, known as the Parisian Hotel, which was used by the company as an annexe to the Hotel de Paris. The Parisian Hotel had no independent kitchen establishment and depended on that of the Hotel de Paris for the accommodation of its guests.

10

About the month of August or September, 1955, one Attie Saffie Joseph purchased all the issued shares of the company, 64 in number. After his purchase Joseph made himself governing director of the Company and it is common ground that at all material times he had full authority to act for and on behalf of the Company.

20

Soon after the purchase Joseph sold 10 of his newly acquired shares to one Theresa Jones. He also agreed to sell 16 of them to a Mrs. Elsa Lamsee. This transaction, however, eventually fell through, and Joseph returned to Mrs. Lamsee the sum of \$5,000 which she had paid for the shares.

30

By a written agreement dated the 1st October, 1955, Joseph agreed to sell to the defendant 15 of his shares for the sum of \$4,687.50. In the agreement the vendor acknowledged payment of the sum of \$1,000, and it was agreed that the balance of \$3,687.50 was to be paid by equal monthly instalments of \$614.59, the first such payment to be made on the 31st October, 1955.

Clause 3 stipulates that the transfer of the shares was to be completed within three (3) days after the payment of the final instalment, and Clause 4 is to the following effect :-

40

"Should the purchaser fail to observe or comply with any of the foregoing stipulations on his part herein contained his said deposit of one thousand dollars together with any further payments (if any) not exceeding in all however two thousand dollars shall be forfeited by the Vendor

In the
Supreme Court
of Trinidad
and Tobago

No.21

Judgment

6th December
1957
continued.

In the
Supreme Court
of Trinidad
and Tobago

and retained by him as liquidated damages
and time is hereby agreed to be of the
essence of the contract."

It is common ground that in pursuance of this
agreement the defendant made the following pay-
ments :-

No.21				
Judgment	\$314.60	on the	29.10.55	
6th December	\$300.00	" "	7.11.55	
1957	\$214.60	" "	16.11.55	
continued	\$300.00	" "	1.12.55	10

a total of \$2,129.20. Since the 1st December, 1955
the defendant has made no further payment. Accord-
ing to the terms of the agreement the defendant
should by the 1st December, 1955, have paid
\$2,229.18, and it is in fact alleged by him that
in addition to the above-mentioned payments he
paid the sum of \$200 on the 3rd October, 1955.
The plaintiff company, on the other hand, while
admitting the payment by the defendant to Joseph
of \$200. on the 3.10.55, submits that if it was
made in connection with the purchase of the shares,
it in fact formed part of the \$1,000 the receipt
of which is acknowledged by Joseph in the written
agreement dated the 1st October, 1955. In my
judgment, whether the total amount paid by the
defendant to Joseph towards payment for the shares
is \$2,129.20 or \$2,329.20 is immaterial to the
determination of the issues in this case and I
make no specific finding on this point.

According to the evidence of Joseph, after
the agreement of 1st October, 1955 had been enter-
ed into, the defendant, who had had some experi-
ence of hotel business, and who had, it appears
been giving him some assistance in connection
with the running of the Hotel de Paris, suggested
to Joseph that repairs should be done to the Pari-
sian Hotel, that a night bar should be established
therein, and that he, the defendant, should be put
in charge of the Night Bar on behalf of the Com-
pany. Joseph accepted these suggestions, and
started to have repairs done to the Parisian Hotel.
Carpenters, painters, and other workmen were em-
ployed for this purpose and paid by the Company,
who also supplied the materials necessary for
the work.

Joseph swore that he gave the defendant a cheque for \$100. to be used for the purpose of obtaining a Night Bar licence on behalf of the Company. He alleges that sometime thereafter the defendant said that he was experiencing some trouble in obtaining the licence, and that eventually, after the licence had been obtained on the 26th January, 1956, he discovered that the defendant had obtained it, not in the name of the Company, but in his own name. It was also observed that a sign-board affixed by the defendant to the external wall of the Parisian Hotel bore the inscription "Wilfred Isaac and Hotel de Paris Annexe - Night Bar." Joseph maintained that he complained to the defendant about the insertion of his name on the sign-board, to which the defendant made the reply "There is nothing in a name." The defendant on the other hand, averred that what Joseph objected to was not the use of his name "Wilfred Isaac", but of the name of the Hotel de Paris.

The plaintiff company's case is that the defendant was put into occupation of a portion of the first floor of the Parisian Hotel for the specific purpose of carrying on a Night Bar on behalf of the Company, while the rest of the premises remained in the exclusive possession of the Company.

Joseph swore, and I accept his evidence that he discovered that the defendant had stocked the Night Bar with liquor at his own expense, and was purporting to operate it on his own behalf, and that he remonstrated with the Defendant, who promised to, and did in fact, start accounting to the company in respect of expenditure and receipts in connection with the Night Bar.

I have no hesitation in rejecting the evidence of the Defendant and the witness Elsa Lamsee that a verbal agreement was arrived at between Joseph and the defendant about the middle of December, 1955 whereby Joseph, acting on behalf of the Company, sublet the whole of the Parisian Hotel to the defendant at a rent of \$250. per month, and I am of opinion that this conclusion is supported by the evidence of Mr. Guy de Gannes, the defendant's solicitor, to which reference will be made later.

In the
Supreme Court
of Trinidad
and Tobago

No.21
Judgment
6th December
1957
continued

In the
Supreme Court
of Trinidad
and Tobago

No.21
Judgment
6th December
1957
continued

With regard to the witness Elsa Lamsee all that need be said is that I regard her as a thoroughly unreliable witness. It is significant that she alleges that, having been approached by Mr. Joseph, with whom she is still on friendly terms, to give false evidence for a consideration, she decided to give evidence on behalf of the defendant, who undertook to pay her \$25. per day for every day she attended Court. It is this same witness who, having alleged that she was present at a meeting held at the Hotel de Paris in December, 1955 at which Joseph agreed to make the defendant a tenant of the Parisian Hotel at a monthly rental of \$250. was forced in cross-examination to acknowledge her signature to a letter (exhibit E.L.2.), dated the 9th June, 1956, and addressed to the Secretary, Licensing Committee, St. George West, objecting to the defendant's application for a Special Hotel Licence in respect of the Parisian Hotel on the ground that, to quote the words of the letter,

10

20

"The Parisian Hotel, situated at 8 Abercromby Street, Port of Spain, is an annexe of the Hotel de Paris Ltd., and that this application is being made without the knowledge or consent of any of the Directors of the aforesaid Company, and that the said Wilfred Isaac is neither a shareholder nor a tenant of the said Company or of the said premises."

30

The position after the 26th January, 1956, was that the defendant was installed at the Parisian Hotel for the purpose of managing a night bar on the Company's behalf and although he was in default with regard to the payments due under the agreement of the 1st October 1955, it appears that he was still in a position whereby, by making the same, he could become a shareholder of the Company. In addition to this it must be remembered that he had obtained, in his own name, a licence for the night bar, which, it appears, was capable of being turned into quite a lucrative business. Little wonder was it, in my opinion, that the defendant should later be tempted falsely to assert that he had been made a tenant of the Parisian Hotel.

40

It is to be observed that the circumstantial evidence is entirely inconsistent with the defendant's case. During the months of December, 1955

and January and February 1956, at a time when the defendant claims to have been a tenant of the Parisian Hotel, a large number of guests stayed there, but paid not the defendant, but the plaintiff company. During the month of January there were 197 such guests, while the figure for the period 1st to 16th February, was 155.

In the
Supreme Court
of Trinidad
and Tobago

No.21

Judgment

6th December
1957

continued

10 Particular reference should be made to a series of documents produced by the plaintiff company, evidencing the payment by the company, during the month of February, 1956, of various sums in connection with the Parisian Hotel. These documents bear the signature of the defendant as well as that of the witness Ernest Bridgeman, the then accountant of the plaintiff company, and may be classified into the following three groups :-

- 20 (1) Those relating to the payment of wages to workmen for repairs to the Parisian Hotel,
- (2) Those relating to the purchase of liquor for the Night Bar,
- (3) Those relating to miscellaneous expenses in connection with the Night Bar, e.g.,
- (a) a payout slip for 9 cents, dated 6.2.56 for the purchase of a note book
- 30 (b) A payout slip for \$1.60 dated 7.2.56 for the purchase of a broom.
- (c) A payout slip for 52 cents, dated 8.2.56, for the purchase of electric bulbs.
- (d) A payout slip for 36 cents dated 23.2.56, for the purchase of a plate.

40 In addition to this the plaintiff company produced documentary evidence in support of its allegation that after Joseph had remonstrated with the defendant for operating the Night Bar ostensibly on his own behalf, the defendant for

In the
Supreme Court
of Trinidad
and Tobago

sometime accounted to the company in respect of sales thereat.

This evidence took the form of a number of slips from the cash register of the Parisian Hotel bearing various dates between the 11th and the 29th February, 1956, and all signed by the defendant.

No.21
Judgment
6th December
1957
continued

Cross-examination of the defendant in regard to these two sets of documents had the effect of thoroughly discrediting him. Typical of the answers he gave to counsel for the plaintiff company were the following :-

10

"Perhaps I didn't like the broom I bought and I sold it to them (i.e. the plaintiff company). I can't remember this incident at all. Maybe it was the same with the bulbs."

"This complete transaction puzzles me. I am properly baffled by it. I have no recollection of it at all. I am certain it was not for the Parisian Hotel."

20

"I can't account for my signature appearing on this document."

"I can't remember how my signature got on this slip."

Question - "What is your signature doing on this document?"

Answer - I can't give any explanation."

With regard to these documents generally, the defendant's explanation was as follows :-

30

"My estimate is that all these documents are a perfect fabrication, fabricated for the purpose of meeting this case. I can't remember what the documents bearing my signature were intended for, but I am certain they were not intended for the purpose for which they are put before me today."

Later in answer to the Court the defendant said :-

40

"I think I signed these documents (exhibits W.I.4 - 14) at the Hotel de Paris. Bridgeman also signed them. These are forms used by the Hotel de Paris, Ltd. It beats me entirely there. Why I signed these things I can't say."

In the
Supreme Court
of Trinidad
and Tobago

No.21

It should also be stated that the following matters were proved to my satisfaction :-

Judgment

6th December
1957
continued

- 10 (a) That the plaintiff company paid the wages of persons employed at the Parisian Hotel continuously during the period 9th September 1955 to 17th February, 1956.
- (b) That the plaintiff company paid bills for telephone service at the Parisian Hotel continuously during the period between the 19th October 1955, and the 5th April, 1956.
- 20 (c) That the plaintiff company paid bills for electric current used at the Parisian Hotel continuously during the period 11th October, 1955 to 17th February, 1956.
- (d) That during the months of January and February, 1956, the plaintiff company paid certain sums of money for work done in connection with the billiard table installed at the Parisian Hotel.

30 The importance of this evidence lies in the fact that these payments were made by the company at a period when the defendant alleges that he had already been made a tenant of the Parisian Hotel.

40 I now turn to consider the question of the alleged payment by the defendant to the plaintiff company of the sum of \$250. per month as "rent" for the tenancy of the Parisian Hotel. For this purpose it is necessary to examine the history of the subsequent relations between the parties.

It appears that about the month of February 1956, relations between Joseph and the defendant had become greatly strained as a result chiefly of two matters :-

In the
Supreme Court
of Trinidad
and Tobago

No.21
Judgment
6th December
1957
continued

(1) Joseph's remonstrances with the defendant in connection with his operation of the Night Bar.

(2) A dispute had arisen between Joseph and the defendant with regard to a billiard table bought by the company for the specific purpose of organizing billiard tournaments to be held at the Parisian Hotel. This table had been installed in a portion of the first floor separated from the rest of the floor by a partition, and was under the exclusive control of the company. As a result of this dispute Joseph eventually removed and sold the billiard table.

10

As a result of these disputes a conference was held at the Hotel de Paris on the evening of the 17th February, 1956. Present were Mr. Joseph and his legal adviser, Mr. A.K. Sabga Aboud, a barrister-at-law, as well as the defendant and his solicitor, Mr. Guy de Gannes. At this meeting an agreement was arrived at between the parties, the main terms of which were as follows :-

20

(a) The Defendant was to pay the balance due for the purchase of the shares.

(b) The defendant was to remain in occupation of the first floor of the Parisian Hotel, where the Night Bar was being operated.

(c) The defendant agreed to pay all expenses incurred in connection with the running of the Parisian Hotel, including the monthly rent of \$250. which the plaintiff company paid its landlord, Mr. Manoel Fernandez.

30

(d) The defendant would retain for himself all profits he made from the business carried on at the Parisian Hotel, in lieu of dividends on his shares, if he acquired them.

40

(e) The defendant was to allow Joseph to retain his share-certificates as security for any debts the defendant might contract on behalf of the plaintiff company.

(f) A draft of the agreement was to be prepared by Joseph's counsel, Mr. Sabga Aboud, and submitted to the defendant's solicitor, Mr. de Gannes, for his approval.

In the
Supreme Court
of Trinidad
and Tobago

10 There seems to have been some delay with regard to the preparation of the draft agreement, which was forwarded by Mr. Sabga-Aboud to Mr. de Gannes on or about the 27th March, 1956. The first clause of this document envisages the payment by the defendant of the balance owing on the shares on or before its execution.

No.21
Judgment
6th December
1957
continued

20 Clause 2 provides that the defendant shall take and manage for his own use and benefit the whole of the second floor (in reality the first floor) of the Parisian Hotel and that the same shall represent all his shares and all his interest in the company. The other shareholders of the company disclaim all rights to dividends in respect of profits (if any) made by and from the remaining interests of the company. Clause 5 of the draft agreement is in the following terms :-

"The said Wilfred Isaac hereby further agrees to pay the rent of \$250.00 per month for the said second floor together with all disbursements in respect of telephones, electricity and other expenses incurred by him."

30 It is, in my opinion, significant that the agreement for the payment of "the rent of \$250.00 per month" is expressed to be in respect of the second floor only, and not in respect of the whole premises, of which the defendant now claims to be a tenant.

40 It should be stated immediately that the agreement arrived at on the 17th February, 1956 was never carried into effect. The draft agreement prepared by Mr. Sabga-Aboud was not approved by the defendant or his solicitor, and by letter dated the 23rd April, 1956, Mr. Charles Maing, then acting as solicitor for Mr. Joseph, wrote to the defendant's solicitor (inter alia) as follows :-

"In the circumstances, and particularly

In the
Supreme Court
of Trinidad
and Tobago

No.21
Judgment
6th December
1957
continued

bearing in mind that time was of the essence of the agreement, please be informed that if the balance of money owing to my client is not paid within 7 days from the date hereof, my client will deem the original agreement null and void, and such sums of money so deposited will be forfeited to my client as liquidated damages in accordance with clause (4) hereof."

By letter dated the 1st May 1956, the defendant's solicitor replied to this letter, complaining for the first time that the draft agreement was not in accordance with the terms of the agreement arrived at on the 17th February, 1956, and stating that he had received instructions from the defendant "to re-draft same according to his suggestions and forward same for your consideration."

No new draft agreement was ever produced by the defendant or his solicitor, nor was the payment of the balance of money due on the shares ever tendered to either Joseph or his legal representative, although by letter dated 28th February, 1956 (i.e. some 11 days after the meeting of the 17th February, 1956) the defendant's solicitor wrote to Mr. Joseph in the following terms:-

"My client, Mr. Wilfred Isaac has instructed me to inform you that he has deposited the balance of money due for the purpose of his shares in the Hotel de Paris, Ltd. as per agreement dated the 1st day of October, 1955, which agreement was reviewed at a meeting held between the parties and their lawyers at the Hotel de Paris on the night of the 17th instant when the proposed terms of a new agreement were drafted and taken by your lawyer to be drawn up and sent to me for revision. Not having heard any further about the matter I ask that you have the share certificates prepared as early as possible in order that I may send you my cheque in full settlement."

It is worthy of notice that with regard to the statement that the defendant had deposited with his solicitor the balance of money due on the shares, Mr. de Gannes, who gave evidence on behalf of the defendant, admitted that this was

10

20

30

40

not in fact a true statement, and gave as an explanation thereof the fact that he had been assured by the defendant, and believed, that the defendant had the balance of money in hand.

In the
Supreme Court
of Trinidad
and Tobago

During the course of his evidence under cross-examination, Mr. de Gannes, in reference to a conversation between Joseph and the defendant during the meeting of the 17th February, 1956, said this :-

No.21
Judgment
6th December
1957
continued

10 "Isaac said Joseph owed him money for work he had done - different kinds of work The two of them were talking for a long time about money owed - until Joseph said, "You want the Ice House? (another name for the Parisian Hotel) - take it - you want to run it - take it."

20 In my judgment, this piece of evidence is entirely inconsistent with the defendant's claim that he had been a tenant of the Parisian Hotel since December, 1955. It seems to me inconceivable that Joseph could make such a statement to a person who was already in possession of the premises as a tenant thereof.

30 The fact, however, is that the defendant has for a period of time paid to the plaintiff company monthly sums of \$250. in respect of his occupation of the premises. The evidence is that the first two or three sums were paid in cash to Mr. Edward Apping, then Secretary of the Company, while the subsequent sums were paid to Joseph either by cheque or money order. No receipt or written acknowledgment of any of these sums have ever been given to the defendant, and there is no reliable evidence as to the exact date of the first payment. I am satisfied, however, that no such payment was made before the meeting of the 17th February, 1956. Some of the cheques (the earliest dated the 4th September, 1956) were put into evidence, and all purport to be on account of the payment of "rent". Evidence of this type, which could so easily be of a self-serving nature is, in the circumstances of this case, of no value and I
40 attach no importance to it.

What is more important is the fact that Joseph himself has on occasions used words

In the
Supreme Court
of Trinidad
and Tobago

No.21

Judgment

6th December
1957
continued

which are appropriate to describe the relationship of landlord and tenant between the company and the defendant. For example, during the course of evidence he gave on the occasion of the hearing of an application by the defendant to the Licensing Committee, St. George West, for a Special Hotel Licence in respect of the Parisian Hotel, Joseph said,

"Hotel de Paris are subletting to Isaac, Isaac pays \$250. per month rent Isaac was only renting the second floorI never rented the third floor to Isaac.....The two cheques, 1.4.56, and 1.10.56, shown me are for rent due by Isaac and made in my favour.....Hotel de Paris never at any time rented the two floors of the building to Isaac. He was only rented the second floor..... Hotel de Paris is the hotel opposite the premises rented to Isaac. Isaac rents from Hotel de Paris Ltd."

10

20

Counsel for the defendant naturally placed great reliance on the use of such expressions by Joseph, and it is necessary to refer briefly to some authorities quoted during the trial. It must be observed that, although the facts of the cases referred to are quite different from those of the present case, I consider them very useful in that they affirm the general principle that the paramount consideration in questions of this kind is always the intention of the parties, which is to be gathered from all the circumstances, and that the mere use of words like "rent, etc." is not per se sufficient to establish a tenancy, i.e. a legal estate in land.

30

In Mercroft Wagons v Smith, (1951) 2 A.F.R. 271, Sir Raymond Evershed, M.R., in affirming the decision of a County Court judge, who had held that no tenancy had been created between the parties, said at p.273,

40

"It is a trite saying that each case in our courts depends on its own particular facts, and what we decide in this case should, therefore, by no means form any guide to what proper inference should be drawn from different facts in different cases. Having referred to the

evidence given as to what transpired on March 27th, 1950, and having referred to the arguments put forward by counsel for both parties the learned Judge said :

In the
Supreme Court
of Trinidad
and Tobago

No.21

Judgment

6th December
1957
continued

10

"I think both of the arguments are extremely attractive and at first I was convinced provisionally that anyone who was allowed to live in a house and deemed to have exclusive occupation of it must be a tenant, but I have come to the conclusion that on this branch of the case I ought to hold that the true interpretation of what took place on March 27th, 1950, is that the plaintiffs did not agree to grant an estate in land, i.e. that the plaintiffs did not create a tenancy, that what was done was solely to grant a licence for an undefined time in consideration of her paying a sum

20

equal to that paid by her mother by way of rent. I think it really follows from the decision of Cassels, J., in Ministry of Agriculture and Fisheries v. Matthews (1949) 2 A.E.R. 724, in which he held that occupants of requisitioned premises were licensees, that persons who inhabit premises with exclusive possession can be mere licensees, and that the proper interpretation is that the defendant was offered and accepted that kind of licence."

30

In Errington v. Errington and anor. (1952) 1 A.E.R., 149 the Court of Appeal held that on the facts of the case no tenancy had been established, and during the course of his judgment, Denning, L.J., quoted (at p.154) the following passage from the judgment of Lord Greene, M.R. in Booker v. Palmer, (1952) 2 All. E.R. at p.177, which I consider applicable to the facts of the present case :-

40

"To suggest there is an intention there, to create a relationship of landlord and tenant appears to me to be quite impossible. There is one golden rule which is of very general application, namely, that the law does not impute intention to enter into legal relationships where the circumstances and the conduct of the parties negative any intention of the kind."

50

In the
Supreme Court
of Trinidad
and Tobago

No.21
Judgment
6th December
1957
continued

and at page 155, the learned Lord Justice said,

"The result of all these cases is that, although a person who is let into exclusive possession is, prima facie, to be considered to be a tenant, nevertheless he will not be held to be so if the circumstances negative any intention to create a tenancy. Words alone may not suffice. Parties cannot turn a tenancy into a licence merely by calling it one. But if the circumstances and the conduct of the parties show that all that was intended was that the occupier should be granted a personal privilege with no interest in the land, he will be held only to be a licensee."

10

Reference may also be made to Cobb and anor. v. Lane (1952) 1 A.E.R. 1199.

In my judgment, it is impossible in the circumstances of this case to impute any intention on the part of the plaintiff company to enter into the relationship of landlord and tenant with the defendant. While it is true to say that in order to succeed in this action the plaintiff company must rely on the strength of its own title and not on the weakness of the defendant's, I think it is obvious that when once the defendant's claim of being a tenant of the premises in question is rejected, he stands on very weak ground indeed.

20

30

The defendant having failed to acquire the shares in the company, any claim that he might, in the event of his acquisition of the shares, have had for remaining in possession of the Parisian Hotel as a contractual licensee in my opinion, clearly fails. As already stated, I believe Joseph's explanation as to the circumstances under which the defendant was originally put into occupation of the premises, viz., for the purpose of establishing and managing a Night Bar on behalf of the company.

40

The defendant has long ago repudiated this position, and claimed possession of the premises adverse to that of the company. Not only did he purport to operate the night bar on his own behalf, but at the time of his dispute with Joseph

in connection with the billiard table, he asserted that Joseph was not entitled to possession of any part of the premises, demanded 'rent' from Joseph for the presence of the billiard table thereon, and ordered Joseph to leave the premises.

10 Joseph swore that he served the defendant with a notice to deliver up possession by letter dated the 7th May, 1956. It does not appear that any notice to produce this letter was ever served on the defendant, nor did he specifically admit the receipt of it. A copy of it was, however, admitted into evidence by agreement of the parties. By this letter the defendant was required to remove all his belongings from the Parisian Hotel within 7 days from the date of the letter.

20 The defendant, however, thereafter continued in possession of the premises, and this action was commenced by writ of summons dated the 19th October, 1956. During the period between the 7th May, 1956, and the date of issue of the writ of summons, the defendant continued forwarding to Joseph monthly sums of \$250. purporting to be by way of 'rent' for the premises, and it might be suggested that acceptance of these sums by Joseph would, whatever the position might otherwise have been, in itself have the effect of creating a tenancy between the
30 company and the defendant.

In my judgment, this proposition is, in view of the previous relations between the parties, quite untenable, and in this connection I desire to refer to the following apposite statement from the judgment of Sir Raymond Evershed, M.R., in Marcroft Wagons v. Smith, (1951) 2 All. E.R. 271 at p. 275 :-

40 "If three, four, five or six weeks had elapsed, and then the plaintiffs had said "Well, now, we have given you a reasonable time: we are afraid we must ask you to go, it seems to me that the defendant's case would have been almost unarguable. But, as I have already said, the plaintiff allowed the occupation to continue for six months, and that length of time, in view of the evidence given,

In the
Supreme Court
of Trinidad
and Tobago

No.21
Judgment
6th December
1957
continued

In the
Supreme Court
of Trinidad
and Tobago

No.21
Judgment
6th December
1957
continued

would, I think, have been an important matter to any judge considering what, at the end of that period, was the proper inference to be drawn. In all the circumstances, however, I cannot think that six months is necessarily so long a period that we must treat as untenable the judge's conclusion that there was no change or intention on the part of either party between March and September, 1950....."

10

With regard to the present case what is certain is that between the 7th May, 1956, and the date of issue of the writ of summons there was no change of intention on the part of the plaintiff company, whatever might have been the intention or desire of the defendant.

For the foregoing reasons, I am satisfied that the plaintiff company must succeed in this action. I give judgment, accordingly, for the plaintiff company for a declaration that it is entitled to possession of the premises known as the Parisian Hotel, situate at No.10, Abercromby Street, Port of Spain, and I also make an order for possession of the said premises. The defendant will pay the costs of the action.

20

6th December, 1957.

Clement Phillips
Acting Puisne Judge.

No.22
Order on
Judgment
6th December
1957

No.22
ORDER ON JUDGMENT

30

IN THE SUPREME COURT OF TRINIDAD AND TOBAGO
No. 828 of 1956.

BETWEEN
HOTEL DE PARIS LTD., Plaintiffs,
and
WILFRED ISAAC, Defendant.

Entered the 6th day of December, 1957.
On the 6th day of December, 1957
Before the Honourable Mr. Justice Clement-Phillips,
Acting.

40

THIS ACTION having on the 3rd, 11th, 21st,

22nd, 23rd, 24th, 25th, 28th, 29th, and 30th days of October, 1957, been tried before the Honourable Mr. Justice Clement Phillips, Actg. in the presence of counsel for the plaintiff company and counsel for the defendant, upon reading the pleadings filed herein and the exhibits put into evidence and marked A.J.1.-A.J.7; A; B; E.B.1; E.A.1. - E.A.20; W.I.1.-W.I.22; E.L.1. and E.L.2. and upon hearing the evidence of Attie Joseph, Egbert Bridgeman, Anthony Sabga Aboud, Edward Apping, Wilfred Isaac, Guy de Gannes and Elma Lamsee, taken upon their oral examination at the said trial and the said Judge having ordered that this action should stand for judgment and this action standing for judgment in the paper this day:

In the
Supreme Court
of Trinidad
and Tobago

No.22

Order on
Judgment

6th December
1957

continued

10

THE COURT DOTH ORDER

20

That judgment be entered for the plaintiff company for a declaration that it is entitled to possession of the premises situate at No.10, Abercromby Street, and Marine Square, (North) Port of Spain and known as the "Parisian Hotel" and for possession of the said premises with costs to be taxed:

AND THE COURT DOTH ALSO ORDER

30

That there be a stay of execution for forty-two (42) days pending an appeal and in the event of an appeal such stay of execution to continue until the determination of the matter:

THEREFORE IT IS THIS DAY DECLARED

That the plaintiff company is entitled to possession of the premises situate at No. 10, Abercromby Street and Marine Square (North), Port of Spain and known as the "Parisian Hotel".

AND IT IS THIS DAY ADJUDGED

That the said plaintiff do recover against the defendant possession of the said premises

In the
Supreme Court
of Trinidad
and Tobago

hereinbefore described and its costs of suit to
be taxed.

J.B.Mc Dowell,

Acting, Deputy-Registrar.

No.22

Order on
Judgment
6th December
1957
continued

The said costs have been taxed and allowed at the
sum of \$ as appears by the Registrar's
Certificate of Taxation dated the day
of 1958.

Registrar.

In the
West Indian
Court of Appeal

No.23

10

NOTICE AND GROUNDS OF APPEAL

No.23

IN THE WEST INDIAN COURT OF APPEAL No.1 of 1958.

Notice and
Grounds of
Appeal
2nd January 1958

ON APPEAL

FROM THE SUPREME COURT OF TRINIDAD AND
TOBAGO.

BETWEEN

WILFRED ISAAC

Defendant-Appellant

and

HOTEL DE PARIS LTD.

Plaintiff-Respondent

20

TAKE NOTICE that the West Indian Court of
Appeal will be moved at its next sitting in the
City of Port of Spain in the Island of Trinidad
British West Indies and on such date and at such
time as the Registrar shall gazette and inform
the parties or so soon thereafter as Counsel can
be heard by Joseph Algernon Wharton Esquire, of
Counsel for the above-named Appellant, for an

order that the Judgment of the Honourable Mr. Justice Clement Phillips (Acting) given on the 6th day of December, 1957, in favour of the Respondent, be reversed and set aside and that judgment may be entered for the Appellant and that the Respondent do pay to the Appellant the costs of this appeal and in the Court below and for such further or other relief as to this Court may seem just; or, alternatively, for a new trial:

In the
West Indian
Court of Appeal

No.23

Notice and
Grounds of
Appeal

2nd January
1958
continued

10

AND FURTHER TAKE NOTICE that the Appellant appeals against the whole of the said Judgment which is erroneous, for the following, among other reasons :-

1. That the decision of the learned trial judge is unreasonable and/or against the weight of the evidence and/or cannot be supported having regard to the evidence and accordingly should be set aside.

20

2. That the learned Judge misdirected himself in law :-

- (a) in failing to determine the matter upon the issues raised in the pleadings;
- (b) in making the Order for possession herein;
- (c) in failing to determine, if the Appellant was not a tenant, the nature of his possession of the premises known as the Parisian Hotel; and by what lawful means (if any) the appellant's interest therein was terminated;
- (d) in failing to appreciate that the proposed agreement of the 17th February 1956 never took effect.

30

3. That the learned Judge further misdirected himself by holding :-

40

- (a) that it was impossible in the circumstances of the case to impute any intention on the part of the Respondent to enter into the relationship

In the
West Indian
Court of Appeal

No.23

Notice and
Grounds of
Appeal

2nd January
1958
continued

of landlord and tenant with the Appellant either during the month of December 1955 or at any other time;

- (b) that Appellant's purpose as expressed at the times of his various payments impressed as they were for rent of the said premises (and unequivocally accepted by the Respondent) was merely of a self-serving nature and was of no value nor of any importance in determining the issues of this case. 10
- (c) that the use of the evidence of the said Attie Joseph at the Licensing Sessions of the words "rent" and "subletting" with reference to the Appellant's occupancy of the premises did not show an intention on the part of the Respondent to establish a tenancy;
- (d) that the proposition that a tenancy may be created by entering into possession and paying rent was in view of the previous relations between the parties quite untenable; 20
- (e) that, notwithstanding his finding that it was immaterial to the determination of the issues in this case for him to make any specific finding on the question of the amount paid by the Appellant towards the shares he agreed to purchase from Attie Saffie Joseph, the Respondent's Managing Director (shown by the receipts to be in the sum of \$2329.20) the Appellant's failure to acquire the said shares in the Company (which in any event the said Attie Saffie Joseph was unable to deliver) precluded any claim that the Appellant might have had for remaining in possession of the Parisian Hotel. 30

4. The learned trial Judge failed to appreciate or give due or proper consideration or effect to the evidence adduced at the trial in respect of the following among other matters, that is to say :- 40

- (a) that the Appellant was in possession up

to the trial of the action (as he still is) of the premises known as the Parisian Hotel from December 1955 paying a monthly rent of \$250.00 (which he is still paying) and that the Respondent had regularly accepted (and is still accepting) the same;

In the
West Indian
Court of Appeal

No.23

Notice and
Grounds of
Appeal

2nd January
1958

continued

- 10 (b) the fact, as was proved or admitted in evidence, that the Respondent had received from the Appellant and retained for its own use the rent of \$250.00 a month beginning in the month of December, 1955, or alternatively, January or February 1956, and still continuing;
- 20 (c) the fact that the Appellant was by virtue of his payment of the liquor licence fee of \$720.00 the licensee of the said premises under licence of the Licensing Committee for the year ending 31st March, 1958.
- 30 (d) that the abortive agreement of the 17th February 1956 had no bearing on the occupancy of the Parisian Hotel by the Appellant, or if it did, that there was therefore, by virtue of the regular and continuous payment of rent by the Appellant, part performance to support the Appellant's possession;
- 40 (e) that the Appellant had given valuable consideration for his possession of the said premises and that his interest therein was not lawfully terminated and further that it could not be determined without due regard to the said liquor licence which he held in respect thereof;
- (f) that the admitted payments of the said rent did not begin on the 7th May 1956 nor cease on the issue of the writ herein (as the learned Judge wrongfully found) and that accordingly the period which he considered material in determining the question of the intention of the Respondent to create a tenancy in favour of the Appellant

In the
West Indian
Court of Appeal

No.23

Notice and
Grounds of
Appeal

2nd January
1958
continued

was in fact of far greater duration and if borne in mind would or should accordingly have affected, in favour of the Appellant, the conclusion to which he came.

- (g) that the receipt of the letter of the 7th May 1956 was denied and that such letter was merely an annexure to the affidavit of Attie Saffie Joseph in the interlocutory proceedings for the appointment of a Receiver (which was discontinued by the Respondent) and therefore without any admission thereof did not form part of the evidence at the trial. 10
- (h) that in any event the letter of the 7th May 1956 is inconsistent with para.4 of the Statement of Claim and, as a notice of termination of the Appellant's right to possession (if such was its purpose), was bad. 20

Dated this 2nd day of January, 1958.

M.T.I. Julien.

Solicitor for the Defendant-
Appellant.

To the Registrar of the Supreme Court,

Port of Spain, Trinidad,

and

" Messrs. T.M. Malcolm Milne & Co.,

Solicitors for the Respondent. 30

J U D G M E N T

IN THE FEDERAL SUPREME COURT

APPELLATE JURISDICTION

TRINIDAD

No.24

Judgment

27th May 1958

ON TRANSFER FROM THE WEST INDIAN COURT OF APPEAL

1958. No.1 - TRINIDAD

BETWEEN :

WILFRED ISAAC

Defendant-Appellant

10

and

HOTEL DE PARIS LTD.

Plaintiff-Respondent.

BEFORE :

The Chief Justice
Mr. Justice Rennie
Mr. Justice Archer

1958. May 14, 15, 16, 19, 27.

Mr.J.A.Wharton, Q.C. and Mr.W.J.Alexander
instructed by Mr. M.T.I. Julien for the
Defendant-Appellant.

20

Sir Courtenay Hannays, Q.C. and Mr.L.A.Seemungal
instructed by Messrs.T.M.Milne & Co. for the
Plaintiff-Respondent.

J U D G M E N T

30

ARCHER J: The ultimate contest in this case
was as to the legal relationship between the
parties on the 19th October, 1956 when the Writ
was issued. Isaac's standing on that date is
dependant on what it was on the 17th February,
1956 and it is therefore necessary to see first-
ly, what it was during the period 15th December,

In the Federal
Supreme Court

1955 to 17th February, 1956, and secondly, what
change of status, if any, occurred thereafter.

No.24
Judgment
27th May 1958
continued

Counsel for the Appellant submitted that Isaac was a tenant and not an employee from the 15th December, 1955, or, at least, from the 1st January, 1956 and that both his conduct and Joseph's show this to be so. With respect to his conduct, Counsel said that Isaac paid for repairs to the Parisian Hotel, obtained the night bar licence in his own name and with his own money, stocked the bar at his own expense, paid rent, renewed the night bar licence in April, 1956 without protest by Joseph, and compelled Joseph to remove the billiard table from his premises. With regard to Joseph's conduct, Counsel said that Joseph's omission to give evidence concerning the terms of the alleged contract setting Isaac up as manager of the night bar and the fact that he did not pay Isaac a salary were significant in the light of his lack of experience in the management of a hotel and corroborated Isaac's evidence that no such contract had been made; that Joseph received rent from Isaac and on several occasions used language indicating that Isaac was a tenant, and further that he did not object to the renewal by Isaac of the night bar licence in April, 1956.

10

20

The trial judge, on what I consider ample evidence, accepted Joseph's account of the circumstances in which Isaac had been placed in occupation in December, 1955. He found that there had been no payment of rent before the 17th February, 1956 and that Isaac was an employee in December, 1955 and not a tenant. It follows therefore that Isaac's occupation from December, 1955 to the 17th February, 1956 was the plaintiff's occupation.

30

Counsel for Isaac further contended that even if Isaac was not a tenant before the 17th February 1956 he was from that date a licensee with an interest and that his licence had not been properly determined. The trial judge found that Isaac had been let into possession of the first floor of the Parisian Hotel in anticipation of a written contract, the terms of which the parties had discussed on the 17th February, 1956 and upon some at least, of which they had agreed but that no written contract had ever

40

In the Federal
Supreme Court

No.24

Judgment

27th May 1958

continued

10 been made. Isaac thus became entitled to notice
determining his occupation and the notice to
quit dated the 7th May, 1956, if effective, de-
termined his right to occupy after the expira-
tion of a reasonable time unless he had mean-
while become the plaintiff's tenant by reason
of the continued payment of rent but I do not
think that he did. The judge found that there
had been no change of intention on the part of
the plaintiff between the 7th May, 1956 and the
date of the issue of the writ of summons and it
is the intention of the parties that governs
their relationship. Counsel for the Appellant
relied on Addiscombe v. Crabbe (1957) 3 AER 563
to assist his contention that the grant of ex-
clusive possession coupled with the payment of
rent resulted in the creation of a tenancy and
said that the law and not the parties deter-
mines what their relationship is. That case
20 does not, however, in my view, lay down the
rigid proposition for which counsel contends
and only decides that parties cannot alter the
true character of their legal relationship by
misnaming it or by attaching a misleading label
to it. It is clear from the authorities that
the intention of the parties is the paramount
consideration and while the fact of exclusive
possession together with the payment of rent is
of the first importance the circumstances in
30 which exclusive possession has been given and
the character in which money paid as rent has
been received are also matters to be considered.
The circumstances in which Isaac was allowed to
occupy the Parisian Hotel show that Joseph never
intended to accept him as a tenant and that
he was fully aware of it. The payments he made
were only part of the disbursements for which
he made himself responsible and the so-called
rent was in the nature of a reimbursement of
40 the rent payable by the plaintiff. The case of
Marcroft Wagons Ltd. v. Smith (1951) 2 AER 271
is particularly in point. It is an example of
the creation of the rights of exclusive occupa-
tion in consideration of the payment of rent
but without the grant of a tenancy and illus-
trates the modern trend exhibited in so many
cases since the enactment of rent restriction
legislation, namely, that the whole of the cir-
cumstances in which permission to occupy was
50 given must be taken into account and that a
tenancy will not necessarily be inferred because

In the Federal
Supreme Court

No.24
Judgment
27th May 1958
continued

exclusive possession has been given in exchange for rent.

Isaac was entitled to notice to quit but not notice expiring on a particular day. The trial judge clearly accepted Joseph's evidence as to service of a notice dated 7th May, 1956 on Isaac and the fact that notice was given is all that matters: in the circumstances, the wording of the notice does not. The original notice was not before the court; a copy of this notice was, however, put in evidence by the Appellant and it is not open to him to dispute the notice now. That notice took effect after a reasonable time had elapsed and, as was pointed out in Minister of Health v. Bellotti (1944) 1 KB 298 at pages 304 et seq., where the decision in Canadian Pacific Railway Co. v. The King (1931) AC 414 is explained, what is a reasonable time must be determined in relation to the whole of the circumstances in which the licence to occupy came into existence and to the intention of the parties with regard to their respective rights in the event of its determination. In that case consideration was given to the question as to what was a reasonable time within which to find alternative accommodation. In this case, the Appellant led no evidence that he had entered into commitments which termination of his occupation would disable him from fulfilling and I consider that the interval between the 7th May, 1956 and the date of the writ would have enabled him to make arrangements for carrying on business on other premises. It was therefore a reasonable time and the Appellant cannot insist that he had a right to remain until the renewal of his night bar licence had expired.

The Appellant continued to pay rent up to and beyond the date of the writ but the acceptance of that rent by Joseph did not constitute a waiver of the notice to quit and, having regard to the intervention of the long vacation, the issue of the writ was, in my judgment, prompt and well within a period of time compatible with the expiry of the Appellant's permissive occupation and the Plaintiff's resolve to dispossess him.

I would dismiss the appeal.

(Sgd.) C.V.H. ARCHER
Federal Judge.

10

20

30

40

RENNIE J: I agree, and there is nothing further
I wish to add.

In the Federal
Supreme Court

(Sgd.) A.B.RENNIE
Federal Judge.

No.24

Judgment

27th May 1958
continued

10 THE CHIEF JUSTICE: I concur with the judgment
delivered by Mr. Justice Archer and would dis-
miss the appeal for the reasons he has stated.
The order in this case therefore is the appeal
is dismissed with costs. I wish to add some
observations on the manner in which the appeal
was argued. Counsel for the Appellant at the
end of several days of able argument at last
referred us to the grounds of appeal. This is
the last appeal that we shall be hearing in this
the first session of the Federal Supreme Court
in Trinidad and these remarks are intended to be
of general application to the way in which ap-
peals were presented to us. We have had very
great assistance from Counsel who have presented
20 their appeals with great ability, but we would
urge Counsel in arguing their appeals to take a
ground of appeal and argue it; then let us know
when they are passing on to another ground of
appeal.

30 We would suggest for the consideration of
the Bar that in presenting appeals Counsel for
the Appellant might briefly open to us the facts
upon which the issues are based - not in great
detail but in a general way. Then let us know
the issues. Then tell us what the trial judge
has decided on these issues and his reasons for
these decisions - quite briefly. Then turn to
the grounds of appeal and let us know the
grounds to be argued referring us to the evid-
ence and the law relevant to each ground of
appeal as it is presented.

(Sgd.) ERIC HALLINAN,

Chief Justice.

FEDERAL SUPREME COURT, TRINIDAD,

27th May, 1958.

In the Federal
Supreme Court

No.25

ORDER ON JUDGMENT

No.25

IN THE FEDERAL SUPREME COURT

APPELLATE JURISDICTION

Order on
Judgment

ON TRANSFER FROM THE WEST INDIAN COURT OF APPEAL

27th May 1958.

No. 1 of 1958 - TRINIDAD

BETWEEN:

WILFRED ISAAC Defendant-Appellant

and

HOTEL DE PARIS LTD. Plaintiff-Respondent

10

Entered the 27th day of May, 1958.

On the 27th day of May, 1958.

Before the Chief Justice, Mr. Justice Rennie and
Mr. Justice Archer.

UPON READING the Notice of Motion on behalf of
the above-named Defendant-Appellant dated the 2nd
day of January 1958, and the Judgment hereinafter
mentioned

AND UPON READING the record of the proceedings
taken at the trial of the said action

20

AND UPON HEARING Mr. J.A. Wharton, Q.C. and Mr.
W.J. Alexander of Counsel for the Defendant-
Appellant and Sir Courtenay Hannays, Q.C. of Counsel
for the Plaintiff-Respondent

AND MATURE DELIBERATION thereupon had

IT IS ORDERED

That the Judgment of the Honourable Mr. Justice
Clement Phillips, (Acting), dated the 6th day of
December, 1957, in favour of the said Plaintiff-
Respondent be affirmed and this appeal dismissed
with costs to be taxed and paid by the said
Defendant-Appellant to the said Plaintiff-
Respondent.

30

AND IT IS FURTHER ORDERED

That there be a stay of execution for twenty-
one (21) days from the date hereof pending appeal
to the Privy Council.

By the Court

R.V. McIntosh Clark

Registrar.

40

No.26
ORDER GRANTING FINAL LEAVE TO APPEAL
IN THE FEDERAL SUPREME COURT
ON APPEAL FROM THE FEDERAL SUPREME COURT
(APPELLATE JURISDICTION)

In the Federal
Supreme Court

No.26

Order granting
Final Leave to
Appeal,

13th October
1958

TRINIDAD

Civil Appeal No. 1 of 1958.

BETWEEN

10 WILFRED ISAAC Appellant
and
HOTEL DE PARIS LTD. Respondent

On the 13th day of October, 1958
Entered the 13th day of October, 1958.

Before:

The Honourable Sir Eric Hallinan, Chief Justice.
" " Mr. Justice A.B.Rennie, and
" " Mr. Justice C.V.H.Archer.

20 UPON MOTION made unto the Court this day by
Counsel for the above-named Appellant for an order
granting the said Appellant final leave to appeal
to Her Majesty in Her Privy Council against the
judgment of the Federal Supreme Court dated the
27th day of May, 1958, and the judgment of The
Honourable Mr. Justice Clement Phillips (Acting
Puisne Judge of the Supreme Court of Trinidad and
Tobago) dated the 6th day of December, 1957, upon
reading the notice of motion filed herein the 16th
day of July, 1958, the Affidavit of Mark Thomas
30 Inskip Julien sworn to the said 16th day of July,
1958, and filed herein and the certificate of
Robert Vincent McIntosh Clarke, Registrar of the
Federal Supreme Court, dated the 11th day of July,
1958, all filed herein and upon hearing counsel
for the Appellant and counsel for the Respondent

THE COURT DOTH ORDER

40 that final leave be and the same is hereby grant-
ed to the said Appellant to appeal to Her Majesty
in Her Privy Council against the said judgment of
the Federal Supreme Court dated the 27th day of
May, 1958, and the said judgment of Mr. Justice
Clement Phillips dated the 6th day of December,
1957,

AND THE COURT DOTH FURTHER ORDER

that the costs of this motion be costs in the
cause.

R.V.McIntosh Clarke
Registrar.
Federal Supreme Court.

Exhibits
A
Agreed documents and
correspondence

E X H I B I T S

A. AGREED DOCUMENTS AND CORRESPONDENCE

"A"

"A" Agreement
A.S. Joseph and
W. Isaac
1st October
1955.

TRINIDAD

AN AGREEMENT made this first day of October, in the year of Our Lord One Thousand Nine Hundred and fifty-five Between ATTIE SAFFIE JOSEPH of the City of Port of Spain in the Island of Trinidad, Proprietor (hereinafter called "the Vendor") of the One Part and WILFRED ISAAC of the said City of Port of Spain, proprietor, (hereinafter called "the Purchaser") of the Other Part.

10

WHEREAS :

1. The Vendor is seised and possessed of a number of shares in Hotel de Paris Limited.

2. And whereas the Vendor has agreed to sell and the Purchaser to Purchase 15 of the said shares in the said company at and for the price or sum of \$312.50 per share fully paid up and free from all encumbrances, upon the terms and conditions hereinafter stated :

20

NOW IT IS HEREBY AGREED AS FOLLOWS :-

1. The Vendor will sell and the Purchaser will buy free from encumbrances 15 shares fully paid up in Hotel de Paris Limited from the Vendor for the price of Four thousand six hundred and eighty seven dollars and fifty-cents.

2. The Purchaser will pay on or before the signing of this agreement the sum of One thousand dollars being part deposit on the payment of the principal sum aforesaid (the receipt whereof the Vendor hereby acknowledges) and the balance or sum of Three thousand six hundred and eighty-seven dollars and fifty cents by equal monthly payments of Six hundred and fourteen dollars and fifty nine cents the first of such payment to be made on the 31st day of October, 1955.

30

3. The transfer of the said Shares will be completed within three days after the final payment of the principal sum aforesaid.

40

4. Should the Purchaser fail to observe or comply with any of the foregoing stipulations on his part herein contained his said deposit of One thousand dollars together with any further payments (if any) not exceeding in all however Two thousand dollars shall be forfeited to the vendor and retained by him as liquidated damages and time is hereby agreed to be the essence of the contract.

Exhibits

A

Agreed documents and correspondence

"A" Agreement

A.S. Joseph and W. Isaac

1st October 1955.

continued

10 IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first herein written.

Signed by the within-named)
Attie Saffie Joseph in the)
presence of A.L.Sabga Aboud)

) Attie Saffie Joseph

Signed by the within-named)
Wilfred Isaac in the Pre-)
sence of: A.L.Sabga Aboud)

) Wilfred Isaac

20 LETTER, CHIEF FIRE OFFICER TO

MANAGER, HOTEL DE PARIS

19th January, 1956.

The Manager,
Hotel de Paris,
Abercromby Street,
Port of Spain:

Letter, Chief
Fire Officer
to Manager,
Hotel de Paris,
19th January
1956.

Dear Sir,

Old Ice House Building, Eastern
side-Corner Abercromby Street,
and Marine Square:

30 A recent inspection was made to the first floor of the above-mentioned premises by the Chief Fire Officer and Deputy Chief Fire Officer in connection with an application for a Dance Hall Licence. Whilst carrying out the inspection opportunity was taken to inspect the second floor

Exhibits

A

Agreed documents and correspondence

Letter, Chief Fire Officer to Manager, Hotel de Paris,

19th January 1956.

continued

of these premises, where it was found sleeping accommodation is provided for, it is understood, the over flow population from your Hotel.

The fire risk in itself is extremely hazardous, the quarters provided for sleeping being principally of wood surrounded by wooden floor construction, in addition to which there is only one operative staircase, without doubt the sleeping residents on the second floor would be trapped with the consequent possibilities of high loss of life in the ensuing fire.

10

Furthermore, access for Fire Escape Ladders in the event of an incident at these premises is extremely difficult as overhead wires, both electrical and telephone, would impede the use of ladders in attempting to rescue persons from the upper floors.

Under no circumstances can the Fire Department approve the use of the second floor of the building for sleeping accommodation, and I have to advise in your own interest that you give immediate and urgent consideration to the provision of suitable means of escape together with alternatives, as the possibility of fire in the premises, together with the disastrous consequences of loss of life is ever present within the building whilst occupied in its present condition.

20

Yours faithfully,

for Chief Fire Officer.

30

"B"
Letter
G.de Gannes
to A. Joseph,
28th February,
1956.

"B" LETTER, G DE GANNES TO A. JOSEPH

41, St. Vincent Street,
Port of Spain,
Trinidad, B.W.I.

February 28th 1956.

GUY DE GANNES
SOLICITOR & CONVEYANCER.
Attie Joseph, Esq.,
Hotel De Paris,
Port of Spain.

40

Sir,

My client Mr. Wilfred Isaac has instructed me

to inform you that he has deposited the balance of money due for the purpose of his share in the Hotel de Paris Ltd., as per agreement dated the 1st day of October, 1955, which agreement was reviewed at a meeting held between the parties and their lawyers at the Hotel de Paris on the night of the 17th instant when the proposed terms of a new agreement were draft and taken by your lawyer to be drawn up and sent to me for revision. Not having heard any further about the matter I ask that you have the Share Certificates prepared as early as possible in order that I may send you my cheque in full settlement.

10

Yours faithfully,
Guy de Gannes.

Exhibits

A

Agreed documents and correspondence

"B"

Letter
G. de Gannes
to A. Joseph,
28th February
1956
continued

"C"

EXHIBIT "A.J.1."
(Not printed)

"C"

Exhibit
"A.J.1."

20

LETTER, A.K.S.ABOUD to G. DE GANNES

27th March, 1956.

31288

Guy de Gannes, Esq.,
Solicitor & Conveyancer,
41, St. Vincent Street,
Port of Spain.

Dear De Gannes,

Re: Agreement Attie S. Joseph &
Wilfred Isaac:

30

Please find enclosed herewith a draft copy of your approval of the proposed terms of the agreement arrived at on the 17th day of February, as referred to in your letter of the 28th February.

As soon as it has been approved by you, the Share Certificates will be transferred to your client.

Yours faithfully,
Sgd. A.K.Sabga Aboud.

Letter
A.K.S.Aboud
to G.de Gannes
27th March
1956.

Exhibits

LETTER, G. DE GANNES TO A.K.S.ABOUD

A

Agreed documents and correspondence.

Letter,
G.de Gannes
to A.K.S.Aboud,
3rd April 1956.

April 3rd 1956.

A.K.Sabga Aboud Esq.,
Barrister-at-Law,
Chambers.

Dear Sir,

Re: Agreement of Attie S. Joseph
and Wilfred Isaac:

Since your visit to my office with Mr. Joseph this morning my client Mr. Wilfred Isaac called to see me to discuss the terms of the Draft Agreement but as I have been busy in Court I was unable to go into same today. In the meantime I am sending you the sum of \$250.00 being rent to 1st April 1956, for Parisian Hotel which he deposited with me and for which I would like to have your acknowledgment until we have more time to go into the matter.

10

Yours faithfully,

Sgd. Guy de Gannes.

20

Letter,
C.A.Maing to
G. de Gannes,
23rd April,
1956.

LETTER, C.A.MAING TO G.DE GANNES

30A, St.Vincent Street,
23rd April, 1956.

Guy de Gannes, Esq.,
Solicitor & Conveyancer,
41, St.Vincent Street,
Port of Spain.

Dear Sir,

Re: Agreement between Attie S.
Joseph & Wilfred Issac.

30

Your letter of the 28th February, 1956, addressed to my client, Mr. Attie Joseph, has been handed to me with instructions to reply thereto.

My instructions are that the shares certificates referred to in your said letter have been

prepared and were ready for delivery since the 7th ultimo but that the same cannot be delivered until the agreement referred to in your said letter is signed by your client.

Exhibits

A
Agreed documents and correspondence.

Letter,
C.A.Maing to
G. de Gannes,
23rd April,
1956
continued.

10

In the circumstances, and particularly bearing in mind that time was of the essence of the agreement, please be informed that if the balance of the money owing to my client is not paid within 7 days from the date hereof, my client will deem the original agreement null and void, and such sums of money so deposited will be forfeited to my client as liquidated damages in accordance with clause (4) thereof.

Yours faithfully,
Sgd. Charles Maing.
Solicitor.

LETTER, G.DE GANNES TO C.A.MAING

May 1st.

Letter,
G. de Gannes
to C.A.Maing
1st May 1956.

20

Charles A. Maing, Esq.,
Solicitor etc.,
St.Vincent Street,
Port of Spain.

Dear Sir,

Re: Agreement between Attie S.
Joseph & Wilfred Isaac:

30

In reply to your letter of the 23rd April, 1956, I beg to state that my client has this day handed me the draft agreement which he finds does not comply with the findings arrived at at our meeting on the 17th February and has instructed me to re-draft same according to his suggestions and forward same for your consideration.

He has further instructed me to send herewith the sum of \$250.00 being rent to the 30th April, 1956, with respect to Parisian Hotel as you are now Solicitor in the matter.

Yours faithfully,
Sgd. Guy de Gannes.

Exhibits

"F"

LETTER, (UNSIGNED) to W. ISAAC

A
Agreed documents and
correspondence.

Hotel de Paris Ltd.,
7 Abercromby Street,
8th May, 1956.

"F"
Letter
(Unsigned)
to W. Isaac
8th May 1956.

Mr. Wilfred Isaac,
St. James Hotel,
Bournes Road,
St. James.

Dear Sir,

10

Re: Agreement for purchase of Shares
in the Hotel de Paris Limited.

I have to refer to previous correspondence passing between us on the above-mentioned subject and to inform you that your deposits made under the above agreement have been forfeited. You are required to remove and take away such stock and other materials as you have at the Parisian Hotel within seven (7) days of the date hereof, and I am to warn you that if you fail to do so I shall be obliged to take such steps as may be necessary to have them removed therefrom.

20

Yours faithfully,
(Unsigned)

LETTER, W. ISAAC TO E. APING

Letter,
W. Isaac to
E. Aping.
21st August
1956.

No.8 Abercromby Street,
Port of Spain,
August 21st 1956.

Mr. Edward Aping,
The Secretary,
Hotel de Paris Ltd.,
Abercromby Street,
Port of Spain.

30

Dear Sir,

Attached please find Money Order No.085766 for the sum of \$250.00 being rent for Parisian Hotel, No.8 Abercromby Street, Port of Spain, for the month ending 31st July, 1956.

Please acknowledge receipt.

40

Yours truly,
WILFRED ISAAC.

LETTER, W.ISAAC TO E.APING

No.8 Abercromby Street,
Port of Spain,
August 21st 1956.

Mr.Edward Aping,
The Secretary,
Hotel de Paris Ltd.,
Port of Spain.

Dear Sir,

10 On the 20th instant I posted the sum of
\$250.00 by Money Orders Nos.085766 and 085767
with respect to rent of Parisian Hotel to the
31st July 1956.

I inadvertently forget to sign the said
letter and regret very much the inconvenience
caused you through my neglect.

Trusting to receive your acknowledgement of
the said sum by return mail.

I remain,
Yours truly,
Wilfred Isaac.

20

LETTER, W.ISAAC to E.APING

No.8 Abercromby Street,
Port of Spain
September 5th 1956.

Mr.Edward Aping,
Secretary Hotel de Paris,Ltd.,
Abercromby Street,
Port of Spain.

Dear Sir,

30 Attached please find Cheque No.205151 for
the sum of \$250.00 on the Canadian Bank of Com-
merce, Port of Spain, for rent due 31st day of
August, 1956, with respect to the Parisian Hotel,
Abercromby Street, Port of Spain.

Thanking you in advance for an early accept-
ance of same.

Yours truly,
Wilfred Isaac.

Exhibits

A

Agreed docu-
ments and
correspondence

Letter,
W. Isaac to
E. Aping,
21st August
1956.

Letter
W. Isaac to
E. Aping,
5th September
1956.

Exhibits

LETTER, W. ISAAC TO A.S. JOSEPH

A

Agreed documents and correspondence

Parisian Hotel,
Abercromby Street,
Port of Spain.
January 7th 1957.

Letter,
W. Isaac to
A.S. Joseph,
7th January,
1957.

Mr. Attie S. Joseph,
Hotel de Paris, Limited,
Abercromby Street,
Port of Spain.

Dear Sir,

Attached please find cheque No. 205156 to be drawn on the Canadian Bank of Commerce for the sum of Two Hundred and fifty dollars (\$250.00) for one month rent of the above hotel due 31st December 1956.

Please acknowledge receipt.

Yours truly,
Wilfred Isaac.

10

Letter,
W. Isaac to
A.S. Joseph,
26th February,
1957.

LETTER, W. ISAAC TO A.S. JOSEPH

Parisian Hotel,
No. 8 Abercromby Street,
Port of Spain.
26th February, 1957.

Mr. Attie S. Joseph,
Managing Director,
Hotel de Paris Ltd.,
Port of Spain.

Dear Sir,

Attached please find cheque on Canadian Bank of Commerce No. 205157 for the sum of Five Hundred dollars (\$500.00) for two months rent due the 28th February, 1957 with respect to premises Parisian Hotel, No. 8 Abercromby Street, Port of Spain, 2nd and 3rd floors.

Please acknowledge receipt.

Yours truly,
Wilfred Isaac.

20

30

LETTER, W.ISAAC TO A.S.JOSEPH

Exhibits

Parisian Hotel,
Abercromby Street,
Port of Spain.

April, 3rd 1957.

A
Agreed docu-
ments and
correspondence

Letter,
W.Isaac to
A.S.Joseph,
3rd April
1957.

Mr.Attie S.Joseph,
Manager Hotel de Paris,
Abercromby Street,
Port of Spain.

10 Dear Sir,

Attached please find cheque No.205159 for the sum of \$250.00 for one month rent with respect to Parisian Hotel 2nd and 3rd floors situated at Abercromby Street, Port of Spain, for the month of March, 1957.

Please Acknowledge receipt.

Yours truly,

Wilfred Isaac.

DRAFT AGREEMENT, A.S.JOSEPH & OTHERS AND
W.ISAAC

Draft
Agreement
A.S.Joseph
& Others
and W.Isaac.

20 AN AGREEMENT made this _____ day of _____
1956, Between ATTIE SAFFIE
JOSEPH of the City of Port of Spain, in the
Island of Trinidad, Proprietor, ELSEE LAMSEE
of the Town of San Fernando, Widow, and THERESA
JONES of the said City of Port of Spain, Spin-
ster, of the one part and WILFRED ISAAC of
the said City of Port of Spain, Club Owner, of
the other part.

30 Whereas Attie Saffie Joseph is seised and
possessed of Thirty-one (31) shares in Hotel de
Paris Ltd. (hereinafter called "the Company")
and has contracted with Wilfred Isaac for the
sale to him of fifteen (15) shares at the price
or sum of Three Hundred and Twelve Dollars and
Fifty cents per share upon the terms and condi-
tions hereinafter mentioned.

Exhibits
A
Agreed documents and
correspondence

Draft
Agreement
A.S. Joseph
& Others
and W. Isaac
continued

AND WHEREAS the said Elsec Lamsee and Theresa Jones are share holders in the Company and have agreed to join in these presents for the purpose of affirming and consenting to the said terms and conditions following :

NOW IT IS HEREBY AGREED between the parties hereto as follows :-

1. In consideration of the sum of Four thousand Six hundred and Eighty-seven dollars and Fifty-cents paid by the said Wilfred Isaac on or before the execution of these presents (the receipt of which sum the said Attie Saffie hereby acknowledges) the said Attie Saffie Joseph hereby delivers unto the said Wilfred Isaac fifteen (15) shares fully paid up in the Company (the receipt of which shares the said Wilfred Isaac hereby acknowledges).

10

2. The said Wilfred Isaac shall take and manage for his own use and benefit the whole of the second floor of the Parisian Hotel and the same shall represent all his shares and all his interest in the Company. The said Attie Saffie Joseph, Elsec Lamsee and Theresa Jones hereby disclaim all rights to dividends in respect of profits (if any) made by and from the said dance Hall and Bar Room and the said Wilfred Isaac disclaims all rights and dividends in respect of profits (if any) made by and from the remaining interests of the Company.

20

3. The said Wilfred Isaac hereby further agrees to indemnify the parties of the first part against all debts (if any) contracted by him in respect of the said Dance Hall and Bar Room and for that purpose delivers his said shares as security (the receipt of which shares the parties of the first part hereby jointly and severally acknowledge), and the parties of the first part jointly and severally agreed to indemnify the said Wilfred Isaac against all debts (if any) contracted by the remaining interests of the Company. And the parties hereto shall keep or cause to be kept good and proper books of account of all transactions and income which said books shall be kept open to inspection at all times by either party or their authorised agents.

30

40

4. The said Wilfred Isaac hereby further agrees in consideration of these presents not to occupy

use or let for any purpose whatsoever any of the rooms at the top floor of the said Parisian Hotel but that the entrance thereto shall at all times be closed or cause the company to be prosecuted for any immoral act in breach of which his said shares would be forfeited to the said parties of the first part

Exhibits
A
Agreed documents and correspondence

Draft
Agreement
A.S. Joseph
& Others
and W. Isaac
continued

10 5. The said Wilfred Isaac hereby further agrees to pay the rent of \$250.00 per month for the said second floor together with all disbursements in respect of telephones, electricity and other expenses incurred by him.

6. The said parties hereto further jointly and severally agree to put up for sale the entire interests of Motel de Paris Limited wherever situate and upon such sale to execute proper instruments of transfer for their respective shares to the Purchaser.

20 IN WITNESS WHEREOF the said parties hereto have hereunto set their hands the day and year first herein written.

Signed by the within named)
Attie Saffie Joseph in the)
presence of:)

And of me,

Signed by the within named)
Elsee Lamsee in the)
presence of:)

And of me,

30 Signed by the within named)
Theresa Jones in the)
presence of:)

And of me,

Signed by the within named)
Wilfred Isaac in the)
presence of:)

And of me,



Exhibits

A.J.2. RECEIPT, A.K.S.ABOUD TO W.ISAAC

A.J.2.
Receipt,
A.K.S.Aboud
to W. Isaac,
24th October
1955.

No.1

24th October,1955

RECEIVED from Wilfred Isaac Three hundred
and fourteen dollars and Sixty cents on behalf
of Attie Joseph pursuant to agreement dated 1st
day of October, 1955.

\$314.60

A.K.Sabga Aboud.

A.J.3.
Receipt,
A.K.S.Aboud
to W.Isaac,
7th November
1955.

A.J.3. RECEIPT, A.K.S.ABOUD TO W.ISAAC

7th 11/1955.

10

RECEIVED from Wilfred Isaac Three hundred
dollars pursuant to agreement between said
Wilfred Isaac and Attie S. Joseph date 1.10.57.

\$300.00

A.K.Sabga Aboud.

A.J.4. RECEIPT, A.K.S.ABOUD TO W.ISAAC

A.J.4.
Receipt
A.K.S.Aboud
to W.Isaac,
16th November
1955.

No.4

16th 11/1955.

Received from Wilfred Isaac Two Hundred
and fourteen dollars and sixty cents per Attie
Joseph.

\$214.60

A.K.Sabga Aboud.

20

A.J.5.
Receipt,
A.K.S.Aboud
to W.Isaac,
1st December
1955.

A.J.5. RECEIPT, A.K.S.ABOUD TO W. ISAAC

No.5

1/12/55

RECEIVED from Wilfred Isaac Three hundred
Dollars on behalf of Attie Joseph. \$300.00.

A.K.Sabga Aboud.

A.J.6. RECEIPT A.K.S.ABOUD TO W.ISAAC

Exhibits

3rd October, 1955

Received from Wilfred Isaac the sum of Two Hundred dollars on account on behalf of Attie S. Joseph.

A.J.6.
Receipt,
A.K.S.Aboud
to W. Isaac,
3rd October
1955.

A.K.Sabga Aboud.

A.J.7. SEVEN CHEQUES DRAWN BY W.ISSAC
IN FAVOUR OF HOTEL DE PARIS.

A.J.7.
Seven cheques
drawn by W.
Isaac in
favour of
Hotel de Paris
4th September
1956 to 1st
April 1957.

4/9/56 No.205151

10 Port of Spain,
Trinidad. B.W.I.

THE CANADIAN BANK OF COMMERCE

Port of Spain Trinidad Branch.

4th September
1956.

PAY Edward Aping the Sec. Hotel de Paris or order \$250.00 for rent due at the Parisian Hotel No.8 Abercromby Street. (Two hundred & fifty).

Wilfred Isaac.

Port of Spain, 1/10/56 No.205152

1st October
1956.

20 Trinidad. B.W.I.

THE CANADIAN BANK OF COMMERCE

Port of Spain Trinidad Branch

PAY Attie S.Joseph the sum of Two Hundred (or order \$250.00) and fifty dollars for one month rent due at Parisian Hotel.

Wilfred Isaac.

Exhibits

1st November
1956.

1/11/56

No. 205153

Port of Spain,
Trinidad, B.W.I.

THE CANADIAN BANK OF COMMERCE:

Port of Spain Trinidad Branch

PAY Attie S. Joseph the sum of two hundred or
(order \$250.00) and fifty dollars for one month
rent for the Parisian Hotel.

Wilfred Isaac.

3rd December
1956.

3/12/56

No.205155

10

Port of Spain,
Trinidad, B.W.I.

THE CANADIAN BANK OF COMMERCE

Port of Spain Trinidad Branch

PAY Attie Joseph the sum or order \$250.00 for
one month rent for Parisian Hotel Two Hundred
and fifty dollars.

Due 30/11/56.

WILFRED ISAAC.

2nd January
1957.

Port of Spain,

2/1/57

No.205156

20

Trinidad, B.W.I.

THE CANADIAN BANK OF COMMERCE:

Port of Spain Trinidad Branch.

PAY Attie Joseph or order \$250.00 for one
month rent for Parisian Hotel Two Hundred and
fifty dollars. Due 31/12/56.

Wilfred Isaac.

20/2/57 No.205157

20th February 1957.

Port of Spain Trinidad B.W.I.

THE CANADIAN BANK OF COMMERCE
P.O.S. TRINIDAD BRANCH

PAY Attie Joseph the sum of \$500. or order for two months rent for Parisian Hotel five hundred dollars.

Due 28/2/57

Wilfred Isaac.

10 Port of Spain Trinidad B.W.I.

1st April 1957.

1/4/57 No. 205159

THE CANADIAN BANK OF COMMERCE
PORT OF SPAIN TRINIDAD BRANCH

PAY Attie Joseph the sum or order \$250.00 for one month rent for Parisian Hotel Two hundred and fifty dollars. Due 31/3/57.

Wilfred Isaac.

B. EVIDENCE OF A. JOSEPH GIVEN IN
MAGISTRATE'S COURT, PORT OF SPAIN

B
Evidence of
A. Joseph
given in
Magistrate's
Court, Port
of Spain
23rd October
1957.

20 Attie Joseph sworn states:

My name is Attie Joseph, I live at 11, Taylor Street. On the 1st October, 1955, I was the owner of 15 shares in Hotel de Paris Ltd. I agreed to sell them to W. Isaac. This is the agreement shown me "W.I.3". He paid me \$1000.00 on that agreement. Between the 1.10.55 and the 17.2.56 he had paid me in all \$2100.00 and a few dollars. I called upon him to pay me the balance. I met Mr. Isaac with his Solicitor, Mr. Guy de Gannes. He entered into a new agreement. That agreement was prepared. It was sent to Mr. Guy de Gannes under cover of letter dated

30

Exhibits
 B
 Evidence of
 A. Joseph
 given in
 Magistrate's
 Court, Port
 of Spain
 23rd October
 1957.
 continued

27.3.56, (produced, put in and marked, "A.J.1.") That agreement was never signed. He agreed to pay me the balance and that I would permit him to use part of the 2nd floor. (Mr. Gaspard objects to evidence in respect of an unsigned agreement). (Continuing) The portion he was to use was the 2nd floor. Isaac had nothing to do with the 3rd floor. The 3rd floor was to be locked up and sealed and was not to be used by Isaac or myself. The 3rd floor was locked by one Vaughn and the keys handed to me. They were kept by the Secretary of Hotel de Paris. I have not been there since. From Hotel de Paris I have seen that the floor No.3, is in fact being occupied. Isaac never had the use of the 3rd floor by our agreement. It was suggested that he would pay \$250.00 and all expenses. All the profits from the Night Bar were for Isaac. The Night Bar was to be run on Isaac's name. A Board was put up on the Night Bar and was written Isaac's name and Hotel de Paris. Isaac applied for the Licence. On 23.5.56 my Solicitor wrote to Mr. de Gannes (letter admitted by Isaac) (letter read and put in as "A.J.2"). The balance of shares was never paid and was never handed to Isaac. Between the preparation of the agreement and the 17.2.56 I allowed Isaac to remain on the premises and he paid \$250.00 per month. When I sent the agreement to Isaac he refused to sign it. He applied for a Special Hotel Licence last year, which was refused. He again makes the same application. I have filed a writ in the Supreme Court against Isaac for possession, The 3rd floor is not suitable for a hotel.

10

20

30

Cross examined by Mr. Gaspard:

The 3rd floor is suitable to be kept shut. It is not safe for use as a hotel. Parisian Hotel is a tenant of Hotel de Paris. Hotel de Paris is a company. The building belongs to J. B. Fernandes. Hotel de Paris are subletting to Isaac. Isaac pays \$250.00 per month rent. He is not in default. Hotel de Paris pays \$250.00 per month for the whole building. The top floor is not good for any sort of use. The top floor was never in the agreement. Isaac was only renting the 2nd floor. The top floor is not fit for a hotel. When Isaac went into occupation no one had any idea of using the 3rd floor as a hotel. We specified that the 3rd floor was not to be

40

10 used at all. There was no objection to the Night Bar Licence. Isaac's running of a hotel at the second floor of the premises would be competing with me at Hotel de Paris. That is not why I have objected. I never rented the 3rd floor to Isaac. I have never issued receipts to Isaac. The 2 cheques, 1.4.56 and 1.10.56, shown me are for rent due by Isaac and made in my favour. (2 cheques examined by witness, put in and marked, "A.J.3"). When rent is paid to Fernandes I pay for the 2nd. and 3rd floors. Nothing is specified in the receipts received. I give Isaac no receipts. He has not come up to our agreement. I cashed the cheques for Isaac because I do not know how long the case will last and I must cash his cheques. Hotel de Paris never at any time rented the 2 floors of the building to Isaac. He was only rented the 2nd floor. The cheques were in favour of Apping, signed by Apping and I. 20 ("W.I.3") I did not reply to the letter, ("W.I.3") as I had not rented the place to Isaac.

To Mr. Cambridge: The 3rd floor has 8 or 10 small rooms. They were not used and are very old rooms and are in disuse.

To the Chairman: There were old items of furniture in the rooms from previously. To Mr. Butt: Hotel de Paris has the hotel opposite the premises rented to Isaac. Isaac rents from Hotel de Paris Ltd.

30 E.A.19. RECEIPT, A.BAKER TO W.ISAAC.

HOTEL DE PARIS LTD.

Port of Spain, Trinidad, B.W.I.

Received from Mr. WILFRED ISAAC the sum of ONE HUNDRED AND NINETY-SIX DOLLARS for work and labour done as a Carpenter on No.8 Abercromby Street, Port of Spain, and materials supplied.

Dated this 10th day of February, 1956.

£196.00

Adolphus Baker.

Exhibits

B

Evidence of A. Joseph given in Magistrate's Court. Port of Spain 23rd October 1957. continued.

E.A.19.
Receipt
A. Baker to
W. Isaac,
10th February
1956.

Exhibits

E.A.20. RECEIPT, F. JOHN TO W. ISAAC.

E.A.20.
Receipt,
F. John to
W. Isaac,
10th February
1956.

HOTEL DE PARIS LTD.

Port of Spain, Trinidad, B.W.I.

Received from WILFRED ISAAC the sum of ONE HUNDRED AND FIFTY DOLLARS for work and labour done and materials supplied on No.8 Abercromby Street, Port of Spain.

Dated this 10.2.56 day of February 1956.

\$150.00

F. John.

W.I.1.
Night Bar
Licence,
24th April
1957.

W.I.1. NIGHT BAR LICENCE

10

TRINIDAD AND TOBAGO

Official Receipt

NIGHT BAR LICENCE

W.I.1

(The Liquor Licences Ordinance, 1955)

No.243

LICENSING DISTRICT of St. George West.

WILFRED ISAAC OF ISAAC TERRACE, BOURNES RD., being the Keeper of premises known as PARISIAN NIGHT BAR situate at Corner of Abercromby Street and Marine Square Port of Spain is hereby granted a Night Bar Licence in respect of the said premises which shall be valid from the day of the date hereof until the 31st day of March next ensuing.

20

The sum of \$720.00 has been paid for this Licence.

Dated this 24th day of April, 1957.

\$720.00

Controller of Customs and
Excise.

W.I.2. DANCE HALL LICENCE

Exhibits

From: 26/10/56 To: 25/10/57.

W.I.2.
Dance Hall
Licence,
26th October
1956.

TRINIDAD & TOBAGO

Official Receipt

L I C E N C E - One Year

A No.31041

The Theatres and Dance Halls Ordinance,
Ch.30 No.9.

10

Licence is hereby granted to Wilfred Isaac of 8 Abercromby Street, Second Floor Port of Spain to use the premises situate at 8 Abercromby Street Second Floor as a Dance Hall for the period of one year from the 26th day of October 1956 subject to the provisions of the Theatres and Dance Hall Ordinance, Ch.30 No.9. and any regulations made thereunder or any conditions endorsed hereon.

Dated this 26th day of October, 1956.

Fee Paid \$5.00

Licensing Authority.

W.I.20. LETTER, A.J.JOSEPH TO W.ISAAC.

W.I.20.

20

Mr. Wilfred Isaac,

Letter,
A.S.Joseph
to W.Isaac
(Undated)

Further to our contract of the 1st October 1955 I hereby extend the time of the first payment from the 31st day of October 1955 to the 15th day of November, 1955.

Attie S. Joseph.

Exhibits

W.I.21. SPECIAL HOTEL LICENCE

W.I.21
Special Hotel
Licence,
17th April,
1956.

TRINIDAD AND TOBAGO.

Official Receipt

SPECIAL HOTEL LICENCE

(The Liquor Licences Ordinance, 1955)

No.479.

Licensing District of St.George:

Wilfred Isaac of Upper Bournes Road being the occupier of an hotel known as St.James Hotel in premises situate at Isaac Terrace of Bournes Road is hereby granted a Special Hotel Licence in respect of the said premises which shall be valid from the day of the date hereof until the 31st day of March next ensuing.

10

The sum of Four hundred and eighty dollars has been paid for this licence.

Dated this 17th day of April, 1956.

\$480.00

Warden.

W.I.22.

W.I.22. RENEWAL OF NIGHT BAR LICENCE

Renewal of
Night Bar
Licence,
26th January
1956.

TRINIDAD & TOBAGO.

CERTIFICATE GRANTING AUTHORITY FOR
THE ISSUE OR RENEWAL OF A LICENCE.

20

(The Liquor Licences Ordinance, 1955)

Licensing District of St.George West:

At the Licensing Session holden at the St.George West Licensing area in the abovementioned Licensing District, on the 26th day of January 1956 We, the undersigned, being the Licensing Committee for the District, do hereby grant authority for

the issue to (a) WILFRED ISAAC of Upper Bournes Road, St. James a new renewal of a NIGHT BAR Licence at his premises situate at Top floor 10 Abercromby Street and Marine Square, Port of Spain.

Exhibits

W.I.22

Renewal of Night Bar Licence, 26th January 1956 continued

This authority shall continue in force until the thirty-first day of March, 1956.

Witness our hands:

Dated this 26th day of January, 1956.

10

A.H. Busby

T.C. Cambridge

Chairman

Member Licensing Committee

Delete which is not applicable

- (a) Insert name of Licensee
- (b) Insert residence of licensee
- (c) Insert nature of licence
- (d) Insert precise situation of premises.

20

Note - This authority and the proper amount of licence duty must be produced to the :

N.B. Certificate Granted subject to four (4) two (2) gallon Fire Extinguishers being kept at all times and maintained on the licensed premises, to be sited as follows: two (2) in the Billiard room and one (1) in each of the other two rooms.

A.H. Busby

Chairman.

T.C. Cambridge

30

Member Licensing Committee



Exhibits

E.L.1. LETTER, E.LEMSEE TO MRS.AKOW

E.L.1.
Letter,
E.Lemsee to
Mrs. Akow.
(Undated)

Hello May,

I was very much disappointed by not meeting you on Saturday, Henry and I started to find you, but had to give up the idea.

Just imagine Isaac wrote me asking to come to court next Friday to talk in his behalf and every day that I appear I will get \$25.00.

Please do not tell Henry for he does not know about it, he talks too much.

I also wanted to tell you, that Jean had got a job in town and wanted to board with you, I dont know exactly the arrangements she will like to make, but I know you will advise her to the best of your ability. I also have to come in to town on Friday morning to the Doctor, so if Mr. Isaac summons me I will have to go to court.

10

So be good to yourself until then.

E.L.2.
Letter,
A.S.Joseph
to Secretary,
Licensing
Committee,
9th June 1956.

E.L.2. LETTER, A.S.JOSEPH TO SECRETARY,
LICENSING COMMITTEE

HOTEL DE PARIS LTD:

9th June 1956.

20

The Secretary,
Licensing Committee,
St.George West,
Port of Spain.

The Secretary,

It has come to my knowledge that one Wilfred Isaac has applied for a special Hotel Liquor Licence, and that the application is to be heard on June 19th 1956.

30

I have to inform you that the premises for which this Licence is applied for, The Parisian Hotel, situated at 8 Abercromby Street Port of Spain, is an Annex of the Hotel de Paris Ltd., and that this application is being made without the knowledge or consent of any of the Directors of the aforesaid Company, and that the said Wilfred Isaac is neither a Shareholder nor a Tenant of the said Company, or of the said premises; These circumstances I would be obliged, if you would take the necessary steps to prevent the granting of any such Licence.

10

Yours faithfully,
Sgd. Attie S. Joseph,
Gov. Director.
Sgd. Theresa Jones
Director.
Sgd. Elma Lemsee
Share-holder.

Exhibits

E.L.2.

Letter,
A.S. Joseph
to Secretary
Licensing
Committee
9th June 1956.
continued

20

THE FOLLOWING EXHIBITS HAVE BEEN INCLUDED IN THE RECORD AT THE REQUEST OF THE RESPONDENT BUT OBJECTED TO BY THE APPELLANT.

E.A.1. to E.A.18. RECEIPTS AND BILLS for Wages, Repairs and Materials in respect of the Parisian Hotel.

E.A.1. RECEIPT

11th October, 1955.

To: P A R I S I A N H O T E L
Attie S. Joseph, Mang. Director.

30

E.A.1.
Receipt,
11th October,
1955.

OFFICIAL RECEIPT:

Received from Hotel de Paris Ltd. the sum of fourteen (\$14.00) dollars for work done (painting) to the Parisian Hotel, to date. \$14.00.

H. Ashby.

170.

Exhibits

E.A.2. WAGES SLIP

E.A.2.
Wages slip,
9th December
1955.

PARISIAN HOTEL

PAY OUT

9/12/1955

No.6929

Wages

Account

Cash

\$15.00

Sgd. Edward Apping

Countersigned: E. Bridgeman.

Receipt

RECEIPT

9th December
1955

HOTEL DE PARIS LTD.

Port of Spain, Trinidad B.W.I.

10

9th December, 1955.

OFFICIAL RECEIPT:

FOR PARISIAN HOTEL

Received from the Hotel de Paris Ltd., the sum of nineteen dollars (\$19.00) and eighty cents for Carpentry done to the Parisian Hotel.

\$19.80

Adolphus Baker.

Receipt,

RECEIPT

9th December
1955.

HOTEL DE PARIS LTD.

Port of Spain, Trinidad, B.W.I.

20

OFFICIAL RECEIPT:

9th Dec. 1955.

FOR PARISIAN HOTEL

Received from the Hotel de Paris Ltd. the sum of thirty two (\$32.53) and fifty three cents for work done by the plumber, at the Parisian Hotel, to date.

\$32.53

G. Joseph,
Contractor.

E.A.3. RECEIPT

Exhibits

TO: PARISIAN HOTEL

Attie S. Joseph Mang. Director.

E.A.3.
Receipt,
14th October,
1955.

14th October, 1955.

OFFICIAL RECEIPT:

Received from PARISIAN HOTEL the sum of thirty three (33.00) dollars, for work done at the above hotel to date.

Eleven days (11) at \$1.20 \$ 13.20

10

P. Dullary

Eleven days (11) at \$1.20 13.20

Jessica Francis

Five (5½) and a half at \$1.20 \$ 6.60

33.00

E.A.4. RECEIPT

HOTEL DE PARIS LTD.

E.A.4.

Receipt,
28th October,
1955.

28th October, 1955.

OFFICIAL RECEIPT:

FOR PARISIAN HOTEL

20

Received from Hotel de Paris Ltd. the sum of twenty one dollars (21.60) and sixty cents for work done to the Parisian Hotel to date.

1 - five and a half days (5½)
work at \$3.60 \$19.80

2 - one and a half days (1½)
work at \$1.20 1.80

21.60

- 1. Adolphus Baker
- 2. Jessica Francis.

Exhibits

E.A.5. RECEIPT

E.A.5.
Receipt,
21st October,
1955.

HOTEL DE PARIS LTD:

21st October 1955.

OFFICIAL RECEIPT:

FOR PARISIAN HOTEL

Received from Hotel de Paris Ltd., the sum
of two dollars (\$2.40) and forty cents for scrubbing
done to the Parisian Hotel Two days scrubbing
at \$1.20 \$ 2.40

Paid E. Aping. Hotel de Paris.

10

E.A.6.

E.A.6. RECEIPT

Receipt,
21st October,
1955.

HOTEL DE PARIS LTD:

21st October, 1955.

OFFICIAL RECEIPT:

FOR PARISIAN HOTEL

Received from Hotel de Paris Ltd., the sum of
six dollars (\$6.60) and sixty cents for work done
to the Parisian Hotel.

Five and a half (5½) days
at \$1.20 \$6.60

20

\$6.60

Jessica Francis

Paid E. Aping, Hotel de Paris.

173.

E.A.7. RECEIPT

Exhibits

HOTEL DE PARIS LTD.

E.A.7.

Port of Spain, Trinidad, B.W.I.

Receipt
4th November
1955.

4th November, 1955.

OFFICIAL RECEIPT:

FOR PARISIAN HOTEL:

Received from the Hotel de Paris, Ltd. the sum of twenty one dollars (\$21.60) and sixty cents for work done to the Parisian Hotel, to date.

10	1. - four and a half days work (4½)		
	Carpentry at \$3.60	.....	\$16.20
	2. - four and a half days work (4½)		
	scrubbing at \$1.20	.....	\$ 5.40
		Total	\$21.60

Adolphus Baker, Jessica Francis.

E.A.8. RECEIPT

E.A.8.

HOTEL DE PARIS LTD.

Receipt,
11th November
1955.

Port of Spain, Trinidad, B.W.I.

11th November, 1955.

20 OFFICIAL RECEIPT:

FOR PARISIAN HOTEL

Received from the Hotel de Paris Ltd. the sum of thirty two dollars (\$32.63) and sixty three cents, for work done to the Parisian Hotel to date.

1. - one and a half (1½) days		
at \$3.60	.....	\$ 5.40

174.

Exhibits	2. - five and a half days (5½)	
E.A.8.	at \$3.75	\$20.63
Receipt, 11th November 1955. continued	3. - five and a half (5½) days	
	at \$1.20	\$ 6.60
	Total	\$32.63
	(1) Carpenter: Adolphus Baker	
	(2) Painter: F. John	
	(3) Cleaner: Jessica Francis.	

E.A.9.
Receipt,
18th November,
1955.

E.A.9. RECEIPT
HOTEL DE PARIS LTD.

10

Port of Spain, Trinidad, B.W.I.

18th November, 1955.

OFFICIAL RECEIPT:

FOR PARISIAN HOTEL:

Received from the Hotel de Paris, the sum of twenty eight dollars (\$28.43) and forty three cents for work done to the Parisian Hotel, to date.

(1) five and a half days work			
at \$3.75	\$20.63		20
(2) five and a half days			
scrubbing at \$1.20	6.60		
(3) one day scrubbing at			
\$1.20	1.20		
Total	\$28.43		
\$28.43	1. F. John.	2. Jessica Francis.	
	3. F. Diaz.		

175.

E.A.10. RECEIPT

Exhibits

HOTEL DE PARIS LTD.

E.A.10

Port of Spain, Trinidad B.W.I.

Receipt,
2nd December
1955.

2nd December 1955.

OFFICIAL RECEIPT:

FOR PARISIAN HOTEL

Received from HOTEL DE PARIS LTD., the sum of fifty seven dollars (\$57.02) and two cents for work to Parisian Hotel, to date.

10	(a)	5½ days work at \$3.75	.....	\$20.62
	(b)	5½ do do 3.60	.....	19.80
	(c)	5½ do do 1.20	.....	6.60
		One week polishing	.....	10.00
		Total		\$ 57.02
	(a)	F. John		\$20.62
	(b)	Adolphus Baker		19.80
	(c)	Jessica Francis		6.60
	(d)	Eugene Parris		10.00
		Total		\$57.02
20		\$57.02		

E.A.11. RECEIPT

E.A.11.

HOTEL DE PARIS LTD.

Port of Spain, Trinidad, B.W.I.

Receipt,
20th December,
1955.

OFFICIAL RECEIPT:

20th December, 1955

FOR PARISIAN HOTEL

Received from Hotel de Paris Ltd., the sum of seventy dollars (\$70.38) and thirty eight cents pipe-fitting done to the Parisian Hotel, including materials supplied.

30	\$70.38	G. Joseph Contractor.
----	---------	--------------------------

176.

Exhibits

E.A.12. RECEIPT

E.A.12.

HOTEL DE PARIS LTD.

Receipt,
25th November
1955.

Port of Spain, Trinidad, B.W.I.

25th November, 1955.

OFFICIAL RECEIPT

FOR PARISIAN HOTEL

Received from Hotel de Paris Ltd. the sum of sixty four dollars \$64.03 and three cents for work done to the Parisian Hotel to date.

(a) 5½ days work at \$3.75	\$20.63	10
(b) 4 " " " 3.60 (carpentry)	14.40	
(c) 5½ " " " 1.20 (cleaner)	6.60	
(d) 2 " " " 1.20 "	22.40	
(e) one weeks polishing	20.00	
Total	\$64.03	
(a) F. John	\$20.63	
(b) Adolphus Baker	14.40	
(c) Jessica Francis	6.60	
(d) Francillia Diaz	2.40	
(e) Eugene Parris	20.00	20

E.A.13.

E.A.13. RECEIPT

Receipts,
25th November
1955.

HOTEL DE PARIS LTD.

Port of Spain, Trinidad, B.W.I.

OFFICIAL RECEIPT:

FOR PARISIAN HOTEL

25th November, 1955.

Received from the Hotel de Paris Ltd. the sum of twenty dollars (20.00) in Advance for

Plumbing to be done to the Parisian Hotel.

Exhibits

Gerard Joseph

E.A.13.

Signature of Receiver, Contractor.

Receipts,
25th November
1955
continued.

HOTEL DE PARIS LTD. Port of Spain, Trinidad,
B.W.I.

OFFICIAL RECEIPT: 25th November, 1955.

FOR PARISIAN HOTEL

10 Received from Hotel de Paris Ltd., the sum of fifty dollars (\$50.94) and ninety four cents for work done to the Parisian Hotel.

Summary of charges:

Materials:-

5lbs. white cement at \$10	.50
5lbs. red lead at 59	2.95
3½lbs. Bollcock compe at 4.60	13.80
1 tin sanipan	<u>.69</u>
	17.94

20 General repairs to all sewerage, wash basin sink and pipe and to clear all choke bath tub at Parisian Hotel.

Labour	.....	53.00
Less Advance received 24/11/55		<u>20.00</u>
		\$ 50.94

G. Joseph, Plumber.

E.A.14. RECEIPTS

E.A.14.

January, 14th 1956.

Receipts.
14th January
1956

Received from the Hotel de Paris Ltd. five dollars payment for tipping cues.

\$5.00 St. Clair King.

Exhibits

January 14th 1956.

Receipts
continued.

Received from Hotel de Paris the sum of Forty dollars (\$40.00) part payment on account of work at 8 Abercromby Street, balance to be paid on completion of building transteps, doors, seperation and finishing seats as arranged.

14th January,
1956

William Castro.

18th January,
1956.

January 18th 1956.

RECEIVED FROM HOTEL DE PARIS THE SUM OF FORTY DOLLARS (\$40.00) BALANCE DUE ON COMPLETION OF WORK DONE AT NO.8 ABERCROMBY STREET CONSTRUCTING TRANSTEPS AS ARRANGED.

10

William Castro.

8th February,
1956.

Feb. 8th 1956.

To: Hotel de Paris,

Received the sum of Eight dollars and forty cents payment for Glass and Framing two rules for Billiard and Snooker.

\$4.80 Fitz Patrick Fernands,
30, Duncan Street,
Port of Spain.

20

E.A.15.

Wages Bills.

E.A.15. WAGES BILLS

PARISIAN HOTEL

PAY OUT

9th September
1955

No. 4580

9th September 1955.

Wages

Account

Week ending 9.9.55. \$18.00

PAID E. APPING, HOTEL DE PARIS.

SGD. EDWARD APPING \$18.00

179.

PARISIAN HOTEL

PAY OUT

No. 4582. 16th September 1955.
Wages Account
Week ending 16th Sept.'55 \$15.00
PAID E. APPING, HOTEL DE PARIS
SGD. EDWARD APPING \$15.00

Exhibits
E.A.15.
Wages Bills
continued.
16th September
1955.

PARISIAN HOTEL

PAY OUT

10 No.4584. 23rd September 1955.
Wages Account
Week ending 23/9/55 \$15.00
PAID E. APPING HOTEL DE PARIS
SGD. EDWARD APPING. \$15.00

23rd September
1955.

PARISIAN HOTEL

PAY OUT

No.4434. 30th September, 1955.
Wages Account
Wages \$15.00
20 Sgd. Edward Apping \$15.00

30th September
1955.

180.

Exhibits
E.A.15.
Wages Bills
continued.

PARISIAN HOTEL

PAY OUT

8th October 1955	NO.4756	8th October 1955
		<u>Account</u>
	Wages	£11.00
	Sgd. Edward Apping	11.00

PARISIAN HOTEL

PAY OUT

14th October 1955	No.4472	14th October 1955.
	<u>Wages</u>	<u>Account</u>
	Wages	£11.00
	Sgd. Edward Apping	£11.00

10

E.A.16
Wages Bills

E.A.16. WAGES BILLS

PARISIAN HOTEL

PAY OUT

21st October 1955	NO.4497	21st October 1955.
	<u>Wages</u>	<u>Account</u>
	Cash	£11.00
	Signed Edward Apping	
	Countersigned E.Bridgeman.	

20

PARISIAN HOTELPAY OUT

No. 4912 5th November 1955.

Parisian Account

Cash \$11.00

Sgd. Edward Apping,
Countersigned E. Bridgeman \$11.00Exhibits
E.A.16.
Wages Bills
continued
5th November
1955PARISIAN HOTELPAY OUT10 NO.3953 11th November 1955 11th November
1955Parisian Account

Cash \$11.00

Sgd. Edward Apping
Countersigned E. Bridgeman \$11.00E.A.17. WAGES BILL AND RECEIPTPAY OUT

Parisian

No.4935 12th November 1955

Parisian Account

20 1 week wages cash \$4.00

Sgd. Francillia Diaz \$4.00

Countersigned E. Apping.

E.A.17.
Wages Bill
and Receipt.Wages Bill
12th November
1955.

Exhibits

PARISIAN HOTELE.A.17.
Wages Bill
and receipt
continued.PAY OUT

No. 3954

12th November, 1955.

Receipt
12th November
1955.

For trucking service cash \$5.00

Sgd. John Abraham

Countersigned W. Isaac.

E.A.18.
Wages Bills
and ReceiptsE.A.18. WAGES BILLS AND RECEIPTSPARISIAN HOTELPAY OUTWage Bill
18th November
1955

NO. 4965

18th November 1955.

10

WagesAccount

Cash

\$15.00

Sgd. Edward Apping.

Countersigned E. Bridgeman \$15.00

PARISIAN HOTELPAY OUTWages Bill
30th November
1955

No. 4988

30th November 1955

Parisian

Account

Cash

\$15.00

Sgd. Edward Apping

20

Countersigned E. Bridgeman

PARISIAN HOTEL

Exhibits

PAY OUT

No. 6906 2nd December, 1955
 (Wages) Parisian Account
 Cash \$15.00
 Sgd. Edward Apping 15.00

E.A.18.
 Wages Bills
 and Receipts
 continued.
 Wages Bill
 2nd December
 1955

Counter signed: E.Bridgeman.

PARISIAN HOTELPAY OUT

10 No. 6942 16th December 1955.
 Wages Account
 Cash \$15.00

Wages Bill
 16th December
 1955.

Sgd. Edward Apping
 Countersigned E.Bridgeman.

HOTEL DE PARIS LTD.

Port of Spain, Trinidad, B.W.I.

16th December 1955.

OFFICIAL RECEIPT

Receipt
 16th December
 1955.

FOR PARISIAN HOTEL

20 Received from Hotel de Paris Ltd., the sum of
 thirty six dollars (\$36.75) and seventy five
 cents for work done to the Parisian Hotel.

(a) five days work at \$3.60 per day \$18.00
 (b) five days painting at \$3.75 \$18.75
 \$36.75

(a) Adolphus Baker
 (b) F. John.

Exhibits

PARISIAN HOTEL

E.A.18.

PAY OUTWages Bills
and Receipts
continued.

NO.4806

23rd December 1955.

Wages Bill
23rd December
1955.

Wages

Account

Cash

£16.00

Parisian

Sgd. Edward Apping £16.00

Countersigned: E. Bridgeman

PARISIAN HOTELPAY OUT

10

Wages Bill
30th December,
1955.

NO.4811

30th December 1955.

Wages & Bonus

Account

Parisian Hotel a/c

Wages

16.00

(Bonus)

9.00

Sgd. Edward Apping

£25.00

Countersigned E. Bridgeman.

PARISIAN HOTEL PAY OUTWages Bill
7th January
1956.

NO.4826

January 7th 1956.

Wages

Account

20

Cash

16.00

Sgd. Edward Apping

16.00

Countersigned E. Bridgeman.

Exhibits

PARISIAN HOTELPAY OUT

13th January 1956.

No. 4851

Wages	Account
Cash	£20.00
Sgd. Edward Apping	£20.00
Countersigned E. Bridgeman	

E.A.18.
Wages Bills
and Receipts
continued.Wages Bill
13th January
1956.PARISIAN HOTELPAY OUT

20th January 1956.

10

No. 4857

Wages	Account
Cash	£20.00
Sgd. Edward Apping	£20.00
Countersigned E. Bridgeman.	

Wages Bill,
20th January
1956.PARISIAN HOTELPAY OUT

28th January 1956.

No. 8809

20

Wages	Account
Cash	£20.00
Sgd. Edward Apping	
Countersigned E. Bridgeman.	

Wages Bill,
28th January
1956.

186.

Exhibits

PARISIAN HOTEL

PAY OUT

E.A.18.
Wages Bills
and Receipts
continued.

NO.8835

3rd February, 1956.

Wages Bill
3rd February
1956.

Wages

Account

Cash

£20.00

Sgd. Edward Apping

£20.00

Countersigned E.Bridgeman

PARISIAN HOTEL

PAY OUT

Wages Bill
10th February
1956.

No.7606

10th February, 1956.

10

Wages

Account

Cash

£20.00

Sgd. Edward Apping.

Countersigned E.Bridgeman.

PARISIAN HOTEL

PAY OUT

Wages Bill
17th February
1956.

17th February 1956.

Wages

Account

Cash

£20.00

Sgd. Edward Apping

20

Countersigned E.Bridgeman.

W.I.3. CASH REGISTER RECEIPTS

Exhibits

W.I.3.
Cash Register
Receipts.
11th February
to 29th
February 1956.

	0000	0000000	
	0002	0000	
	0640	0048	
	0000	0300	
	0200	0012	
	0100	0024	
	0100	0100	
	0050	0036	
	0060	0708	
10	0001298	0001228	
	0049		
	0001347		
	W. Isaac	W. Isaac	
	11/2/56	15/2/56	
	0038	0024	0224
	0048	0120	0012
	0060	0012	0012
	0060	0012	0048
	0060	0050	0100
20	0050	0000	0166
	0156	0000	0050
	0036	0000986	0036
	0000	0000000	0002325
	0000		18/2/56
	0060	W. Isaac	W. Isaac
	000 2082	17/2/56	
	W. Isaac		
	16/2/56		
	0025	0132	
30	0120	0036	
	0180	0132	
	0180	0024	

Exhibits	0100	0062	
	0012	0000808	
W.I.3.	0024	0024	
Cash Register	0060	0000832	
Receipts	0060	W. Isaac	
11th February	0286	20/2/56	
to 29th			
February 1956.			
continued	0003839		
	W. Isaac.19/2/56		
	0236	0040	
	0050	0072	10
	0108	0100	
	0024	0072	
	0050	0100	
	0012	0036	
	0146	0000	
	0036	0024	
	0001640	0006154	
	W. Isaac	W. Isaac	
	21/2/56	22/2/56	
	0050	0050	20
	0050	0050	
	0100	0012	
	0050	0012	
	0012	0150	
	0126	0036	
	0086	0002	
	0003642	0100	
	0050	0050	
	0242	0012	
	0003934	0005026	30
	W. Isaac	W. Isaac	
	23/2/56	24/2/56	
	0037	0036	
	0036	0136	

	0120	0100	Exhibits
	0036	0136	W.I.3.
	0024	0136	Cash Register
	0034	0088	Receipts
	0158	0036	11th February
	0048	0060	to 29th
	0024	0030	February 1956.
	0004103	0050	continued
	W.I.	0002708	
10	25.2.56	W.I.	
		26.2.56	
	0050	0050	
	0036	0130	
	0474	0024	
	0036	0190	
	0036	0108	
	0012	0060	
	0050	0050	
	0072	0100	
20	0400	0012	
	0086	0003590	
	0005834	0012	
	0000000	0003602	
	27/2/56	0003602	
	W. Isaac	0000000	
		0000000	
		28/2/56	
		W. Isaac	
	0050		
30	0030		
	0024		
	0012		
	0050		
	0030		

Exhibits	0024	
W.I.3.	0060	
Cash Register	0030	
Receipts	0230	
11th February	0036	
to 29th		
February 1956.	<u>0001498</u>	
continued	0000000	29/2/56
		W. Isaac.

W.I.4.	<u>W.I.4. PAY OUT RECEIPT</u>	
Pay-Out	<u>PAY OUT</u>	10
Receipt,	<u>ANNEX NIGHT BAR</u>	
8th February		
1956.		
No.7453		8.2.56
	Bulbs 52¢	
Sgd. W. Isaac		
Countersigned:	E. Bridgeman.	

W.I.5.	<u>W.I.5. PAY OUT RECEIPT</u>	
Pay Out	<u>PAY OUT</u>	
Receipt,	<u>ANNEX NIGHT BAR</u>	
7th February		
1956.		
No.7451		7/2/56
	Broom \$1.60	20
Sgd. W. Isaac,		
Countersigned:	E. Bridgeman.	

W.I.6.	<u>W.I.6. PAY OUT RECEIPT</u>	
Pay Out	<u>PAY OUT</u>	
receipt	<u>ANNEX NIGHT BAR</u>	
20th February		20/2/56
1956.		
No.7456		
	1 Bot. Gin \$3.77	
	1 " Whisky 5.65	
	1 " Brandy 6.78	
	<u>\$16.20</u>	
Sgd. W. Isaac.,		30
Countersigned:	E. Bridgeman.	

191.

W.I.7.

Exhibits

ANNEX BAR

W.I.7.

PAY OUT

Pay Out
Receipt,
11th February
1956.

No.7448

11/2/56.

Wages Account

Cash \$40.00

Signed W.Isaac

Countersigned E.Bridgeman.

W.I.8. PAY OUT RECEIPT

W.I.8.

10

ANNEX BAR

Pay Out
Receipt,
18th February
1956.

PAY OUT

No.7449

18/2/56

Wages Account

Cash \$105.00

Sgd. W.Isaac

Countersigned: E. Bridgeman.

W.I.9. PAY OUT RECEIPT

ANNEX NIGHT BAR

W.I.9.

PAY OUT

Pay Out
Receipt
23rd February
1956.

20

No.7452

23/2/56.

Plate 36¢

Sgd. W.Isaac

Courtersigned E.Bridgeman.

192.

Exhibits

W.I.10. PAY OUT RECEIPT

W.I.10
Pay Out Receipt
6th February,
1956.

PAY OUT

ANNEX NIGHT BAR

No.7455

6/2/56.

<u>Bar</u>	<u>Account</u>
1 Bottle Kola Tonic	§1.56
1 " Brandy	6.78
1 " Cherries	<u>1.33</u>
	<u>§9.67</u>

Sgd. W.Isaac.

10

Countersigned: E.Bridgeman.

W.I.12.
Pay Out Receipt
6th February
1956.

W.I.12. PAY OUT RECEIPT

PAY OUT

ANNEX NIGHT BAR

No.7454

6/2/56.

Note Book 9¢

Sgd. W.Isaac

Countersigned E.Bridgeman.

W.I.14.
Pay Out Receipt
25th February
1956

W.I.14. PAY OUT RECEIPT

PAY OUT

ANNEX BAR

No.7450

25/2/56.

<u>Wages</u>	<u>Account</u>
Cash	§105.00

Sgd. W.Isaac

20

Countersigned: E.Bridgeman.

193.

W.I.15. PAY OUT RECEIPT

Exhibits

27/2/56.

Port of Spain,

W.I.15.
Pay Out Receipt
27th February,
1956.

Received from Mr. Isaac The Parisian Hotel,
the sum of Two hundred and eighty dollars in
settlement of account.

For and on behalf of

H.P. DISTRIBUTORS (Carib'n) LTD.

IN THE PRIVY COUNCIL

No.37 of 1958

FEDERAL
ON APPEAL FROM THE SUPREME COURT
~~OF~~ TRINIDAD AND ~~TOBAGO~~

B E T W E E N

WILFRED ISAAC (Defendant) Appellant

- and -

HOTEL DE PARIS LIMITED
(Plaintiff) Respondent

RECORD OF PROCEEDINGS

T. L. WILSON & CO.,
6, Westminster Palace Gardens,
London, S.W.1.
Solicitors for the Appellant.

MALCOLM SLOWE & CO.,
213, Piccadilly,
London, W.1.
Solicitors for the Respondent.