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LEGAL STUDIES  
30 MAR 1963  
25 RUSSELL SQUARE  
LONDON

IN THE PRIVY COUNCIL

No. 2 of 1960

- 68197

ON APPEAL  
FROM THE SUPREME COURT OF GIBRALTAR

B E T W E E N

JOHN VINCENT STAGNETTO  
LEWIS RICHARD STAGNETTO and  
HENRY J.S. NORTON (Defendants) Appellants

- and -

LOUIS ABRINES and GEORGE A.  
ALVERELLO and HENRY J. DURHAM,  
Trustees of the Estate of  
Richard Abrines deceased  
(Plaintiffs) Respondents

R E C O R D   O F   P R O C E E D I N G S

G.F. HUDSON, MATTHEWS & CO.,  
32, Queen Victoria Street,  
London, E.C.4.  
Solicitors for Appellants.

A. KRAMER & CO.,  
40, Portland Place,  
London, W.1.  
Solicitors for Respondents.

IN THE PRIVY COUNCILNo. 2 of 1960

ON APPEAL  
FROM THE SUPREME COURT OF GIBRALTAR

B E T W E E N

JOHN VINCENT STAGNETTO  
LEWIS RICHARD STAGNETTO and  
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Richard Abrines deceased  
(Plaintiffs) Respondents

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Statement of Account (in Spanish) sent by Stagnetto Schembri & Co. to the Misses Abrines	20th July 1932
Letter (in Spanish) John Stagnetto to the Misses Abrines	21st July 1932
Receipt Counterfoils numbered 604 to 730 both inclusive (with exception of No. 704)	16th October 1931 to 31st January 1939

LIST OF DOCUMENTS NOT TRANSMITTED TO THE PRIVY COUNCIL

No.	Description	Date
1.	Notice of change of Plaintiff's Solicitor	14th September 1956
2.	Summons to set aside Statement of Claim	4th October "
3.	Summons for directions	17th " "
4.	Notice under Summons for directions for further and better particulars of Statement of Claim	16th November "
5.	Notice of change of Plaintiff's Solicitor	2nd August 1958
6.	Summons for delivery of proper particulars of the Statement of Claim	26th September "
7.	Order for delivery of proper particulars of the Statement of Claim	1st October "
8.	Plaintiff's further and better particulars	14th " "
9.	Notice of change of Defendants' Solicitor	10th November "
10.	Praecipe entering action for trial	28th " "
11.	Plaintiff's Summons for leave to deliver interrogatories	17th December "
12.	Draft Interrogatories	-
13.	Summons for leave to amend further and better particulars	6th January 1959
14.	Praecipe for subpoena to witness	9th February "



No.	Description	Date
15.	Praecipe for subpoena to witness	9th February 1959
16.	Do.	do.
17.	Notice of motion for conditional leave to appeal	30th April "
18.	Request for Lodgment in Court of £500	26th June "
19.	Lodgment Schedule for £500	do.
20.	Notice of motion for final leave to appeal	24th August "

IN THE PRIVY COUNCIL

No. 2 of 1960

ON APPEAL  
FROM THE SUPREME COURT OF GIBRALTAR

B E T W E E N

JOHN VINCENT STAGNETTO  
LEWIS RICHARD STAGNETTO and  
HENRY J.S. NORTON (Defendants) Appellants

- and -

10 LOUIS ABRINES and GEORGE A.  
LAVIERELLO and HENRY J. DURHAM  
Trustees of the Estate of  
Richard Abrines Deceased  
(Plaintiffs) Respondents

RECORD OF PROCEEDINGS

PART I

No. 1

WRIT OF SUMMONS

IN THE SUPREME COURT OF GIBRALTAR

1955 A.No. 52

BETWEEN

20 LOUIS ABRINES Plaintiff  
(L.S.) - and -

JOHN VINCENT STAGNETTO  
LEWIS RICHARD STAGNETTO and  
HENRY J.S. NORTON Defendants

In the  
Supreme Court

No. 1

Writ of  
Summons.

3rd December,  
1955.

30 TO: John Vincent Stagnetto  
3, Pitman's Alley, Gibraltar, Landowner  
Lewis Richard Stagnetto  
24, John Mackintosh Square, Gibraltar,  
Landowner.  
Henry J.S. Norton  
of 27 Cumberland Road, Gibraltar, Merchant.

In the  
Supreme Court

No. 1

Writ of  
Summons.

3rd December,  
1955

- continued.

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 an action at the suit of Louis Abrines of 292-294 Main Street, Gibraltar, Merchant.

And take notice that in default of your so doing, the Plaintiff may proceed therein and judgment may be given in your absence

WITNESS, The Honourable Mr. Justice Stuart Wellesley Weldon Acting Chief Justice of our said Supreme Court, the Third day of December in the year of Our Lord One thousand nine hundred and fifty-five.

10

The Plaintiff claims:-

1. A Declaration that the Defendants are Trustees of the Land and buildings thereon known as Nos. 393 and 394 and R. Nos. 599 and 600 in the General Plan of the Garrison of Gibraltar situate on the East Side of Main Street for the Plaintiff and the other persons interested in the residuary estate of one Richard Abrines deceased who died on the 10th day of March 1895.

20

2. An order that the legal estate in the said land and buildings thereon (hereinafter called "the premises") be vested in the Plaintiff and the said other persons interested or in the Trustees of the estate of the above named deceased upon such terms as to this Honourable Court may seem just.

3. An account of mesne rents and profits and payment of the amount thereof.

30

4. That a receiver and manager of the premises be appointed.

5. Damages for  
a) breach of trust.  
b) fraud.

6. An order that the Plaintiff be appointed to represent the Class of persons interested aforesaid.

7. Further or other relief.

8. Costs.

Triay & Triay.

40

THIS WRIT was issued by Messrs. Triay & Triay of No. 28 Irish Town Gibraltar whose address for service is No. 28, Irish Town, Gibraltar solicitors for the said Plaintiff who carries on business at 292-294, Main Street, Gibraltar.

No. 2

STATEMENT OF CLAIM

The Defendants are sued in their individual capacities jointly and severally and as Executors and Trustees of the Will of Lewis Stagnetto deceased.

STATEMENT OF CLAIMIn the  
Supreme Court

No. 2

Statement of  
Claim.

4th April, 1956.

1. The Plaintiff is the son of one Louis R. Abrines and as such beneficially interested under the Will dated 24th November 1893 of Richard Abrines (hereinafter called "Richard") who was the uncle of the said Louis R. Abrines. Richard died on 10th March 1895 and Probate of his said Will was duly proved by the persons therein appointed to be the Executors and Trustees thereof namely Eduarda Marin de Ferreti Michael Abrines and Richard Marin hereinafter called "Richard's Executors", (which expression shall include the Executors and Trustees for the time being of the estate of Richard). Richard by his said Will directed his Trustees to hold all his real and personal estate and effects not otherwise disposed of by his said Will in moieties for his daughters Rosa and Mary for life and in the events which happened thereafter as to the entirety thereof for the children of the said Louis R. Abrines and of his brothers Michael, Julius, Arthur and Gustavus in equal shares.

2. By an Indenture dated the Twenty seventh day of April 1915 Richard's Executors became the owners of the fee simple of ALL THAT piece of ground with the buildings then erected thereon situate on the East side of Main Street bounded on the North by City Mill Lane on the East partly by property of Fernando Alvarez partly by property of the heirs of Ana Amigo partly by property of the heirs of Michael Augustin Pitman on the South by Pitman's Alley and on the West by Main Street containing 3,702 superficial feet or thereabouts and being Nos. 393. 394 and R. Nos. 599 and 600 in the General Plan of the Garrison of Gibraltar (hereinafter called "the premises") upon the trusts affecting Richard's residuary estate under Richard's said Will which conferred on Richard's Executors powers of management over land held upon the trusts thereof.

3. At all material times the said Rosa and Mary

In the  
Supreme Court

-----  
No. 2

Statement of  
Claim.

4th April, 1956

- continued.

lived in part of the premises and another part thereof was let to a firm of grocers trading as Stagnetto Schembri & Co. with whom the said Rosa and Mary have incurred considerable debts in 1932 and the amounts of which are not known to the Plaintiff. One Lewis Stagnetto the Senior partner of the said firm of which the Junior partner was the first Defendant, offered the said Rosa and Mary a secret consideration of Ptas.100,000 each to keep for themselves apart from the purchase price if they agreed to sell him the fee simple of the premises. The said Rosa and Mary refused but later finding themselves financially embarrassed and unable to pay their debts and particularly their debts to the said firm they were so oppressed by their debts that they yielded and agreed to sell the premises.

10

4. The said Rosa and Mary at first refused to sell the premises to the said Lewis Stagnetto on the grounds that they were only life tenants and that the purchase price thereof as capital monies must go to the Trustees for the purposes of the Settled Land Act so that they the said Rosa and Mary could not pay their debts out of it. But the said Rosa and Mary knew of no other means of getting the money to pay their debts and on or about 27th April 1932 the said Rosa and Mary (not the said Trustees for the purpose of the Settled Land Act or any of them) executed a Memorandum of Agreement purporting to agree to sell to Lewis Stagnetto aforesaid the fee simple free from incumbrances the premises for the sum of Pesetas 300,000 of which a deposit of Pesetas 100 was paid on or before execution of the said Memorandum. It was agreed according to the terms of the said Memorandum that the purchase should be completed on 30th April 1932. At the same time it was secretly and fraudulently agreed orally by the said Lewis Stagnetto and by the Defendants or some or one of them with the said Rosa and Mary that a separate sum of money would be paid to the said life tenants as hereinafter specified.

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5. The Plaintiff will say that the market value of the premises was well in excess of Pesetas 300,000 particulars whereof are as follows:

In 1932 the valuation of the fee simple of the premises was assessed by the City Council at a Rateable value of £454.6.0 and revalued at £636.10.0

in August 1936. The said Rateable Values calculated at 20 years purchase give a capital value equivalent to £9,140 and £12,820 respectively. The said official valuations are as is customary below the market values in the respective years. The Annual Rateable Value of the premises had been fixed at £454. 6. 0 in 1920 when the Sterling exchange rate of the peseta was Pesetas 25 to the £.

In the  
Supreme Court

No. 2

Statement of  
Claim.

4th April, 1956

- continued.

10 6. On 23rd May 1932 the said Lewis Stagnetto died and the Defendants as his Executors executed an Indenture dated 21st July 1932 whereby the Trustees of the premises for the purpose of the Settled Land Act conveyed and confirmed the premises unto the Defendants in fee simple in consideration of two sums each of Pesetas 5,000 paid at the request and by the direction of the said Trustees to the former Mortgagee of the premises to discharge two Mortgages on the premises and in consideration of Pesetas 90,000 paid to the said Trustees and the balance of 20 200,000 was left outstanding and secured to the said Trustees upon the security of the premises and the said former Mortgagee of the premises conveyed and released the said fee simple to the Defendants to hold the same to the use of the said Trustees for their Mortgage term of 500 years subject to a proviso for cesser on payment of the said balance of Pesetas 200,000 and upon such payment to the use of the Defendants upon the trusts of the Will of the said Lewis Stagnetto deceased. No independent 30 valuation of the premises was made on behalf of the said life tenants or of the said Trustees for purpose of the Settled Land Act or of any of them.

7. The said proviso for cesser stipulated that if the Defendants their heirs or assigns should on 21st July 1937 pay the said sum of Pesetas 200,000 with interest in accordance with their covenant the said Mortgage term should be satisfied and determined.

40 8. In pursuance of the aforesaid secret agreement and as part and parcel of the same transaction on or about 21st July 1932 that is to say the same date as the completion set out in paragraph 6 hereof the said Rosa and Mary received a separate payment of 25,000 Pesetas from the Defendants or some or one of them and executed a Bond the condition of which was expressed to be the payment by the said Rosa and Mary of Pesetas 25,000 by monthly instalments of Pesetas 250 each to the first two Defendants and

In the  
Supreme Court

\_\_\_\_\_

No. 2

Statement of  
Claim.

4th April, 1956

- continued.

others. At the completion of the said purchase of the premises and before execution of the said Bond the Defendant John Vincent Stagnetto informed the said Rosa that the said Pesetas 25,000 which were paid to her and the said Mary were a gift and not a loan and that the Bond was fictitious. No demand for any payment under the said Bond has ever since been made. The said transaction whether the said separate consideration was a gift or loan was a fraud on the remaindermen in the circumstances.

10

9. On the 25th July 1943 the said Mary died.

10. On the 9th July 1954 it was divulged for the first time and by the said Rosa (who stated that she was getting old and had it on her conscience) that she or the said Mary had received a sum in addition to the purchase price and that she had at first refused to sell because she did not think it right that she or the said Mary should receive an amount for their personal benefit but that later they were so oppressed that they gave way.

20

11. In 1932 Pesetas 300,000 were the equivalent of £6,000 Sterling approximately but the peseta was then falling in value compared with other currencies including Sterling. On or about the 17th day of February 1939 the Defendants tendered the said balance of the purchase price namely Pesetas 200,000. The Trustees were unwilling to accept but did so because the Defendants insisted and the Trustees had no alternative. In consequence of these transactions the freehold of the premises herein was sold for an equivalent in Sterling of £4465 to the Trustees and £500 to the said life tenants personally totalling £4965.

30

And the Plaintiff claims

1. A declaration that

(a) the defendants are Trustees of the land and buildings thereon known as Nos. 393 and 394 and R. Nos. 599 and 600 in the General Plan of the Garrison of Gibraltar situate on the East side of Main Street for the Plaintiff and the other persons interested in the residuary estate of one Richard Abrines deceased who died on the 10th day of March 1895.

40

(b) The said Memorandum of Agreement dated

27th April 1952 and the said Indenture dated 21st July 1932 and the said Bond bearing even date therewith were procured by the said Lewis Stagnetto deceased and/or the said firm of Stagnetto Schembri & Co. and/or the Defendants or some or one of them by fraud or undue influence and are void or voidable at the option of the Plaintiff.

In the  
Supreme Court

                      
No. 2

Statement of  
Claim.

4th April, 1956

- continued.

10

2. An order that a) the said Memorandum Indenture and Bond be rescinded b) the legal estate in the said land and buildings thereon (herein called "the premises") be vested in the Plaintiff and the said other persons interested or in the Trustees of the estate of the above named deceased Richard Abrines upon such terms as to this Honourable Court may seem just.

3. An Account of mesne rents and profits and payment of the amount thereof.

4. That a Receiver and Manager of the premises be appointed.

20

5. Damages for  
a) breach of trust.  
b) fraud.

6. An Order that for the purposes of this Action the Plaintiff be appointed to represent the class of persons beneficially interested in the premises as aforesaid.

30

7. An Order that for the purposes of this Action the Plaintiff be appointed to represent the Executors and Trustees of the estate of the said Richard Abrines.

8. Further and other relief.

9. Costs.

Triay & Triay  
Solicitor for the Plaintiff.

Louis A. de Pinna  
J.E. Triay  
Counsel for the  
Plaintiff.

Delivered the 4th day of April 1936.

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In the  
Supreme Court

No. 3

D E F E N C E

No. 3

Defence.

15th October,  
1956.

1. Save that Rosa Francisca Guadalupe Abrines and Maria Leocadia Abrines (hereinafter referred to as "Rosa" and "Mary" respectively) lived in part of the premises referred to in paragraph 2 of the Statement of Claim and that Rosa and Mary owed monies to Stagnetto Schembri & Co. in 1932 (including a sum of £1,000 in respect of which the Defendant John Vincent Stagnetto obtained a judgment in 1939 which has never been satisfied either in whole or in part) each and every allegation in paragraph 3 of the Statement of Claim contained is denied as though the same were herein set out and separately traversed.

10

2. The Defendants will refer to the Memorandum mentioned in paragraph 4 of the Statement of Claim on its production at the trial for its full terms and effect. The said Memorandum is not accurately or sufficiently set forth in the said paragraph. Save as aforesaid each and every allegation in the said paragraph contained is denied as though the same were herein set out and separately traversed.

20

3. The Defendants deny that in 1932 the value of the said premises exceeded Pesetas 300,000. The Defendants make no admission as to any of the other allegations contained in paragraph 5 of the Statement of Claim.

4. The Defendants will refer to the Indenture mentioned in paragraph 6 of the Statement of Claim on its production at the trial for its full terms and effects. The said Indenture is not accurately or sufficiently set forth in the said paragraph. The Defendants do not admit that no independent valuation of the said premises was made on behalf of Rosa and Mary or the Settled Land Act Trustees or of any of them. The Defendants will refer to the Bond mentioned in paragraph 8 of the Statement of Claim upon its production at the trial for its full terms and effect. The said Bond is not accurately or sufficiently set forth in the said paragraph. The Defendants admit that Rosa and Mary received 25,000 pesetas pursuant to the provisions of the said Bond and that no demand for repayment has been made. Save as aforesaid each and every allegation in the said paragraph contained is denied as though the same were herein set out and separately traversed.

30

40

5. No admission is made as to any of the allegations contained in paragraph 10 of the Statement of Claim. The statements therein attributed to Rosa are untrue.

In the  
Supreme Court

No. 3

Defence.

15th October,  
1956

- continued.

10 6. In 1932 the rate of exchange was approximately 36 pesetas to £1. On the 17th February 1939 the sterling equivalent of 200,000 pesetas the balance of the purchase price of the said premises was paid and the security for it was discharged. Save as aforesaid the Defendants make no admission as to any of the allegations in paragraph 11 of the Statement of Claim contained.

A.V. Stagnetto  
Counsel for the Defendants.

DELIVERED the 15th day of October 1956.

No. 4

ORDER FOR DIRECTIONS

MONDAY, the 19th day of NOVEMBER, 1956

20 Before THE HONOURABLE MR. JUSTICE HUBERT JAMES  
MARLOWE FLAXMAN, Chief Justice.

IN CHAMBERS.

No. 4

Order for  
Directions.

19th November,  
1956.

UPON HEARING the Solicitors on both sides, the following directions are hereby given and it is ordered.

1. That the defendants do within 8 days deliver to the Plaintiff the following particulars:

30 (a) Particulars of the judgment for £1000.0.0 obtained in 1939 by John Vincent Stagnetto against Rosa and Mary as alleged in paragraph 1 of the Defence stating whether the same was obtained by default or otherwise and giving date and other information to identify the same.

(b) Particulars of the manner in which the Memorandum mentioned in paragraph 4 of the Statement of Claim has been inaccurately or

In the  
Supreme Court

No. 4

Order for  
Directions.

19th November,  
1956.

- continued.

insufficiently set forth as alleged in paragraph 2 of the Defence.

(c) Particulars of the manner in which the Indenture mentioned in paragraph 6 of the Statement of Claim has been inaccurately or insufficiently set forth as alleged in paragraph 4 of the Defence.

(d) Particulars of the manner in which the Bond mentioned in paragraph 8 of the Statement of Claim has been inaccurately or insufficiently set forth as alleged in paragraph 4 of the Defence.

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2. That the Plaintiff doth within 8 days deliver to the defendants further and better particulars of his Statement of Claim as follows:

Under Paragraph 3

1. Of the allegation that Rosa and Mary incurred considerable debts in 1932 with Stagnetto Schembri & Co. stating in respect of what transaction or transactions it is alleged that such debts were incurred and upon what dates and what is alleged to be the amount of such debts.

20

2. Of the allegation that Lewis Stagnetto offered Rosa and Mary a secret consideration of Pesetas 100,000 stating how the offer was made and if verbal when and where and the substance of what it is alleged was said and if in writing identifying the document or documents.

30

3. Of the allegation that Rosa and Mary refused the said offer stating how such refusal was made and if verbal when and where and the substance of what it is alleged was said and if in writing identifying the document or documents.

4. Of the allegation that later finding themselves financially embarrassed and unable to pay their debts they were so oppressed by their debts that they yielded and agreed to sell the premises stating

40

(i) When it is alleged that they so found themselves

- (ii) What the debts were that it is alleged they were unable to pay and in the case of each such debt whether it is alleged that they were both liable or that only one of them (and if so which one) was liable to pay the said debt
- (iii) To what or to whom it is alleged that they yielded
- (iv) To whom it is alleged that they agreed to sell the premises.

In the  
Supreme Court

            
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Order for  
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19th November,  
1956

- continued.

10

Under Paragraph 4.

5. Of the allegation that Rosa and Mary refused to sell the premises to the said Lewis Stagnetto on the grounds that they were only life tenants and that the purchase price must go to the Trustees stating whether it is alleged that these grounds were disclosed to any person or persons and if so how they were disclosed and if verbal when and to whom and the substance of what was said and if in writing identifying the document or documents.

20

6. Of the allegation that at the same time it was secretly and fraudulently agreed orally by the said Defendants or some or one of them with Rosa and Mary that a separate sum of money would be paid to them stating when where and in whose presence it is alleged it was so agreed and from whom it is alleged that the said agreement was secret.

30

Under Paragraph 8

7. Of the allegation that Rosa and Mary received a separate payment of Pesetas 25,000 from the Defendants or some or one of them stating how it is alleged that this payment was made whether in cash or by cheque and if in cash when where and by whom it was made and if by cheque identifying the cheque.

40

8. Of the allegation that the Defendant John Vincent Stagnetto informed Rosa that the Pesetas 25,000 which were paid to her and to Mary were a gift and not a loan and that the Bond was fictitious stating how it is alleged that Rosa was so informed and if verbal when where and in whose presence and the substance of what was said and if in writing identifying the document or documents.

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Supreme Court

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19th November,  
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- continued.

Under Paragraph 10

9. Of the allegation that on the 9th July 1954 it was divulged for the first time by Rosa (who stated that she was getting old and had it on her conscience) that she or Mary had received a sum in addition to the purchase price stating

- (i) How it is alleged that it was so divulged if verbally stating to whom and in whose presence and the substance of what was said and if in writing identifying the document or documents
- (ii) What sum it is alleged that Rosa stated that she or Mary had received.

10

10. Of the allegation that later they were so oppressed that they gave way stating when it is alleged that they gave way by what or by whom it is alleged that they were so oppressed to what or to whom it is alleged that they gave way and how it is alleged that they gave way.

20

3. That the plaintiff and defendants do respectively within 21 days after notice requiring the same answer on affidavit stating what documents are or have been in their possession or power relating to the matter in question in this action.

4. That there be inspection of documents within 10 days thereafter.

5. That the costs of and incidental to this application be costs in the Cause.

6. Liberty to either party to apply.

30

(Signed) E. Pizzarello  
Registrar.

No. 5

Particulars of  
Plaintiff John  
Vincent  
Stagnetto  
(Objected to by  
the said Plain-  
tiff).

13th September,  
1958.

No. 5

PARTICULARS OF PLAINTIFF

Delivered by the Plaintiff pursuant to the Order made under the Summons for Directions herein dated the 19th day of November 1956.

The following are the Particulars:-

1. The particulars therein asked are more within the knowledge of the Defendants, who should file

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their Affidavit of Documents before the Plaintiff can be required to answer same.

In the  
Supreme Court

2. (a) There is a mistake in paragraph 3 of the Statement of Claim where 100,000 Pesetas should be substituted by 25,000 Pesetas.

No. 5

(b) The offer was made verbally in the flat occupied at the time by Rosa and Mary and it was made sometime in the beginning of 1932.

Particulars of  
Plaintiff John  
Vincent  
Stagnetto  
(Objected to by  
the said Plain-  
tiff)

10 (c) The Plaintiff is unable to give the substance of what was said as it would be oppressive and unreasonable for him to do so.

13th September,  
1958

3. The refusal was verbal and made in the same flat and, to the Plaintiff's knowledge, on the same occasion as the offer made by Lewis Stagnetto deceased. They at first refused to accept the offer of the secret consideration because they were only life tenants and could therefore not reap any personal benefit out of dealings with the trust fund.

- continued.

20 4. (a) They had been oppressed by debts since before the beginning of 1932, but each day it was getting worse and at the time of the Agreement to sell, i.e. 27th April 1932, they were very badly indebted.

30 (b) They were indebted, inter alia, to the firm of Stagnetto Schembri & Co., the Defendants thus being more able to ascertain the quantity of Rosa and Mary's indebtedness to them. In respect of the debts owing to the said firm the Plaintiff believes that they were both liable. With respect to debts owing to other persons, the Plaintiff is not in a position to state what they were or to whom they were owed or whether both Rosa and Mary were liable to pay them; to answer that would be oppressive and unreasonable.

(c) They yielded to the offer of 25,000 pesetas made by Lewis Stagnetto deceased to them.

(d) They agreed to sell the premises to Lewis Stagnetto deceased.

40 5. The grounds mentioned in paragraph 5 were disclosed to Lewis Stagnetto deceased verbally on or before the 27th April 1932, when Rosa and/or Mary informed the said Lewis Stagnetto deceased of their

In the  
Supreme Court

No. 5

Particulars of  
Plaintiff John  
Vincent  
Stagnetto  
(Objected to by  
the said Plain-  
tiff)

13th September,  
1958

- continued.

position with respect to the trust property. The Plaintiff is not in a position to give the substance of what was said. It would be unreasonable and oppressive to do so.

6. The secret agreement was made between Lewis Stagnetto deceased and Rosa in the flat occupied by the latter. They both were aware of the fiduciary position of Rosa, consequently the said agreement had to be secret or the remaindermen would inter-vene. It was kept secret from the Trustees and the remaindermen.

10

7. The payment was made in cash. It was made on or about the 31st July 1932 by John Vincent Stagnetto or the Defendants or one or all of them.

8. Rosa was informed verbally when the payment of the 25,000 pesetas was made. The Plaintiff believes that Rosa was alone. The Plaintiff is not in a position to give the substance of what was said as it would be oppressive and unreasonable for him to do so.

20

9. (a) It was divulged verbally. With respect to the rest of the particulars sought under this paragraph, the Plaintiff refuses to give them on the ground that they would disclose Evidence.

(b) 25,000 Pesetas.

10. They gave way by agreeing to sell the premises. Save for that the rest of the particulars sought under this head have already been given above.

Delivered the 13th day of September 1958.

Louis R. Peralta.  
Solicitor for the Plaintiff  
whose address for service is  
19, John Mackintosh Square,  
Gibraltar.

30

To Mr. A.V. Stagnetto  
Solicitor for the  
Defendants.

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FURTHER AND BETTER PARTICULARS OF THE DEFENCE

In the  
Supreme Court

No. 6

Further and  
Better  
Particulars of  
the Defence.

22nd September,  
1958.

delivered by the Defendants pursuant to the order of the Honourable the Chief Justice dated the 19th day of November 1956.

Under Paragraph 1

(a) Of the judgment for £1,000 obtained in 1939 by John Vincent Stagnetto.

10 In an action whereof the short title and reference to the record is Stagnetto v. Abrines & Anor. 1939 S.No.29 on the 27th October 1939 judgment was entered for the Plaintiff in default of defence for a sum of £1,069.9.0 together with £7.15.6 fixed costs.

Under Paragraph 2

(b) Of the manner in which the Memorandum mentioned in Paragraph 4 of the Statement of Claim has been insufficiently or inaccurately set forth.

20 The said Memorandum contains provisions other than those pleaded and the language of the pleading differs from the language of the Memorandum.

Under Paragraph 4

(c) Of the manner in which the indenture mentioned in Paragraph 6 of the Statement of Claim has been inaccurately or insufficiently set forth.

The said indenture contains provisions other than those pleaded and the language of the pleading differs from the language of the indenture.

30 (d) Of the manner in which the Bond mentioned in Paragraph 8 of the Statement of Claim has been inaccurately or insufficiently set forth.

The said Bond contained provisions other than those pleaded and the language of the pleading differs from the language of the Bond.

A.V. Stagnetto  
Counsel for the Defendants.

DELIVERED the 22nd day of September 1958 by Augustus Victor Stagnetto, Esq., M.A. Solicitor for the Defendants.

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In the  
Supreme Court

No. 7

AFFIDAVIT of PLAINTIFF dated 30th September 1958.

No. 7

Affidavit of  
Plaintiff  
Louis Abrines  
(As to objec-  
tion of the  
said Plaintiff  
to giving  
certain  
particulars)  
30th September,  
1958.

I, LOUIS ABRINES of 2, Gavino's Passage, Gibraltar, the above-named Plaintiff make oath and say as follows :-

1. That on the 13th day of September 1958 Particulars of the Statement of Claim were delivered and filed by my Solicitor at the Registry of this Honourable Court.

2. That on the 26th day of September 1958 the Defendants herein issued a Summons before the Honourable the Chief Justice in Chambers of this Honourable Court, for the hearing of an application on the part of the said Defendants for a peremptory order that the Plaintiff do within four days deliver to the said Defendants proper Particulars of the Statement of Claim pursuant to the order herein dated 19th day of November 1956. 10

3. That if in the Particulars filed by my solicitor I refused to give certain particulars it was because they are either more within the knowledge of the Defendants, or are not within the knowledge of my Solicitor or me the deponent, and that it would be impossible to obtain them in view of what follows. 20

4. That I am suing in a representative capacity, and was not in any way intimately or otherwise connected with any of the transactions which gave rise to the litigation herein.

5. That I was therefore not present at the meetings held between one or both of the life tenants under the will of Richard Abrines deceased, and Lewis Stagnetto deceased and/or the Defendants or some or one of them, and thus am unable to give the substance of what transpired at the said meetings. 30

6. That the Defendants or some or one of them were present at most, if not all, these meetings, and that therefore, in view that I was not present, they are more able to know the substance of what was said at these meetings. 40

7. That it is now approximately twenty six years since the said transactions took place and that consequently it is practically impossible to answer

certain of the particulars requested as for instance particulars of all debts owing at the time by the life tenants and to whom they were owed etcetera, for I have not been able to obtain the receipts given on the payment of the said debts and in fact do not know whether any receipts were in fact given and if they were I verily believe that they now cannot be found.

In the  
Supreme Court

No. 7

Affidavit of  
Plaintiff  
Louis Abrines  
(As to objec-  
tion of the  
said Plaintiff  
to giving  
certain  
particulars)

30th September,  
1958

- continued.

10 SWORN by the above-named LOUIS  
ABRINES at No.14, Bomb House            Louis E. Abrines.  
Lane, Gibraltar this 30th day  
of September, 1958.

Before me,

A.C. Savignon.

A Commissioner for Oaths.

Oath fee

2/-

20 This Affidavit is filed by Louis R. Peralta,  
Esquire, of 19, John Mackintosh Square, Gibraltar,  
Solicitor for the Plaintiff.

No. 8

INTERROGATORIES on behalf of Plaintiff

Interrogatories on behalf of the above-named Plaintiff for the examination of the above-named Defendants pursuant to the order herein dated the 9th day of January 1959.

No. 8

Interrogatories  
on behalf of  
Plaintiff Louis  
Abrines.

15th January,  
1959.

30 1. Was not an offer made by Lewis Stagnetto  
deceased or the Defendants or some or one and  
which of them to Rosa Abrines or when, to pay or  
loan, and which, her and Mary or whom, the sum of  
25,000 pesetas? Was not the sum of 25,000 pesetas  
paid or loaned, and which, to Rosa and Mary, or to  
what person or persons on their behalf? If yea,  
was not an offer therefore made and when and by  
whom?

40 2. Was not the said offer an offer of a secret  
consideration for the sale of the premises referred  
to in the Statement of Claim? Is it not fact that  
the said sum of 25,000 pesetas was paid as a gift  
or a loan, and which on 21st July, 1932?

In the  
Supreme Court

No. 8

Interrogatories  
on behalf of  
Plaintiff Louis  
Abrines.

15th January,  
1959

- continued.

Was not the money paid on or about the same date, and when, as the execution of the indenture purporting to sell the premises to Lewis Stagnetto deceased or the Defendants or some or one and which of them? Why was it paid on the same and which date? State what you allege were the true facts in that behalf.

3. Did not Rosa and/or Mary refuse the said and which offer at first and when? Did not Rosa subsequently accept the said and which offer and when? If nay, were not 25,000 pesetas paid or loaned, and which, to them or to whom and by whom and when? Were not 25,000 pesetas paid or loaned, and which pursuant to the said and which offer? If nay, why were they paid, and state what you allege were the true facts in that behalf?

10

The Defendants John Vincent Stagnetto, Lewis Richard Stagnetto and Henry J.S. Norton are required to answer all the above interrogatories.

Louis R. Peralta  
Counsel for the Plaintiff.

20

DELIVERED the 15th day of January 1959 by Louis R. Peralta Esq., of No.19 John Mackintosh Square, Gibraltar, Solicitor for the Plaintiff.

To the above-named Defendants,  
and to Louis W. Triay, Esq.,  
Solicitor for the Defendants.

No. 9

Further and  
Better  
Particulars  
of Plaintiff  
Louis Abrines.  
24th January,  
1959.

No. 9

PLAINTIFF'S FURTHER AND BETTER PARTICULARS

Delivered by the Plaintiff pursuant to the orders of the Honourable the Chief Justice dated the 19th day of November 1956 and the 1st day of October 1958. Amended pursuant to the order herein dated the 9th day of January 1959.

30

Under Paragraph 3.

1. The debts owed by Rosa and Mary were in respect of the following transactions:-

(a) In respect of goods bought from Stagnetto

Schembri & Co. over a period, balance due on the 13th June 1932 Pesetas 7,624.95.

(b) Royal Insurance Co. Ltd., in respect of Policy of Insurance, due on the 23rd of March 1932: £10.1.8., paid by Stagnetto Schembri & Co. on behalf of Rosa and Mary.

(c) Amount paid to Rosa and Mary by Stagnetto Schembri & Co., through the mediation of Mr. Valarino in June 1932; £7.

10 (d) Balance due to Mr. Benyunes by Rosa and Mary and paid by Stagnetto Schembri & Co. on their behalf in June 1932 £10.13.0.

(e) Stagnetto Schembri & Co. loaned Rosa and Mary the following amounts; on 22.4.1932, Pesetas 85; on 23.4.1932 Pesetas 125.

(d) Paid to Mr. Carrara by Stagnetto Schembri & Co. on behalf of Rosa and Mary in June 1932: Pesetas 125.

20 Therefore Rosa and Mary were indebted to Stagnetto Schembri & Co. to the tune of Pesetas 7,959.95 and £27.14.8 as at the 13th June 1932.

2. (a) There is a mistake in paragraph 3 of the Statement of Claim where "100,000 Pesetas each" should be substituted by Pesetas 25,000 for both.

(b) The offer was made verbally in the flat occupied at the time by Rosa and Mary and it was made on or about 27th April 1932.

30 (c) The substance of what was said is as follows :- Mr. Lewis Stagnetto deceased suggested to Miss Rosa Abrines buying the property where he carried on the business of Stagnetto Schembri & Co. He suggested to Rosa that he would pay her and her sister, the life tenants, the sum of Pesetas 25,000 for them to keep apart from the purchase price which would be paid for the property. Rosa refused, because she was only a life tenant and she thought it was not right to accept a secret consideration.

40 3. The refusal was verbal and made in the same flat and on the same occasion as the offer made by Lewis Stagnetto deceased, i.e. on or about 27th April 1932.

In the  
Supreme Court

No. 9

Further and  
Better  
Particulars  
of Plaintiff  
Louis Abrines.

24th January,  
1959

- continued.

In the  
Supreme Court

No. 9

Further and  
Better  
Particulars  
of Plaintiff  
Louis Abrines.

24th January,  
1959

- continued.

The substance of what was said is as follows:-  
Rosa and Mary refused to accept the offer of the secret consideration of Pesetas 25,000, because they were only life tenants of the property, and they knew that they could not, and it was not right for them, to reap any personal benefit out of dealings with the trust fund. They were only entitled to the interest. Any money obtained on the sale of the property had to be paid to the Trustees of the Estate.

10

4. (i) They had been oppressed by debts since before the beginning of 1932, but each day it was getting worse, and at the time of the Agreement to sell, i.e. 27th April 1932 they were very badly indebted.

(ii) (a) Principal of £1,000 due to Stagnetto Schembri & Co. under Rosa and Mary's covenant in a Mortgage deed dated 14th February 1923, whereby Policy of Insurance dated 23rd September 1917 was mortgaged. Owing in 1932.

20

(b) to Stagnetto Schembri & Co. in respect of goods bought from them over a period, balance due on 13th June 1932: Pesetas 7,624.95; both liable.

(c) to Royal Insurance Co. Ltd. in respect of Policy of Insurance, due on 23rd March 1932: £10.1.8 both liable.

(d) to Mr. Benyunes £10.13.0; both liable.

(e) to Mr. Carrara Pesetas 125; both liable.

30

(iii) They yielded to the offer of Pesetas 25,000 which Lewis Stagnetto deceased offered to pay them over and above the purchase price which would be paid to the Trustees.

(iv) They agreed to sell the premises to Lewis Stagnetto deceased.

Under Paragraph 4.

5. These grounds were disclosed. They were disclosed to Lewis Stagnetto deceased verbally on or about the 27th April 1932.

40

The substance of what was said is as follows:-  
Rosa and Mary were life tenants under the Will of their father Richard Abrines deceased. They were consequently entitled only to the interest yielded by the estate. If property belonging to the Trust was sold, all the proceeds from the sale had to be paid to the trustees. Therefore Rosa and Mary could not accept a secret consideration. They thought it was not right for them to do so.

- 10 6. The secret agreement was made between Lewis Stagnetto deceased and Rosa in the flat occupied by the latter. They were both alone. It was made on or about 27th April 1932. They were both aware of the fiduciary position of Rosa, consequently the said agreement had to be secret or the remaindermen would intervene. The agreement was kept secret from the Trustees and the remaindermen.

Under Paragraph 8.

7. The payment was made by cheque No.C 738957, dated the 21st day of July 1932. The cheque was made out to bearer and paid out of the moneys of the Estate of Lewis Stagnetto deceased, by his Trustees. It was paid through Mr. Albert Isola (Solicitor at the time for the said Trustees) to Mr. Samuel Benady (Solicitor for Rosa and Mary Abrines) on behalf of the said Rosa and Mary.

8. Rosa was informed verbally, when the payment of Pesetas 25,000 was made on or about the 21st July, 1932, in the flat occupied by her at the time. Rosa was alone.

The substance of what was said is as follows:-  
Rosa was told by John Vincent Stagnetto that pursuant to the agreement made by her and his father (Lewis Stagnetto deceased) the payment of the Pesetas 25,000 was a gift. That a Bond would be signed, but that it was fictitious and that though it would appear that the Pesetas 25,000 were a loan, nevertheless it was a gift.

The Plaintiff will rely upon the admission made in paragraph 4 of the Defence in relation to the Bond.

In the  
Supreme Court

\_\_\_\_\_  
No. 9

Further and  
Better  
Particulars  
of Plaintiff  
Louis Abrines.

24th January,  
1959

- continued.

In the  
Supreme Court

No. 9

Further and  
Better  
Particulars  
of Plaintiff  
Louis Abrines.  
24th January,  
1959

- continued.

Under Paragraph 10.

9. (i) On the 9th July 1954, Rosa made a statement in writing signed by her hand and witnessed by S. Benady, Esq., Barrister-at-Law and Joseph Parody. The statement is disclosed in the Plaintiff's Affidavit of Documents (which has already been filed) as No.8, and will be available to the Defendants for inspection.

(ii) 5,000 Dollars (Spanish Currency) equals Pesetas 25,000.

10

10. They gave way on the 27th April 1932 when they signed the Memorandum of Agreement to sell to Lewis Stagnetto deceased.

They were oppressed by the debts they could not pay.

They gave way to the offer made to Rosa by Lewis Stagnetto deceased, that he would pay them Pesetas 25,000 for them to keep apart from the purchase price.

They gave way by agreeing to sell the premises as per Memorandum of Agreement in favour of Lewis Stagnetto deceased dated 27th April 1932.

20

(Sgd.) Louis R. Peralta  
Counsel for the Plaintiff.

DELIVERED the 24th day of January 1959 by Louis R. Peralta, Esquire, of 19 John Mackintosh Square, Gibraltar, Solicitor for the Plaintiff.

To: Louis W. Triay, Esq.,  
Solicitor for the Defendants.

No. 10

No. 10

30

Defendants'  
Answer to  
Interrogatories.

26th January,  
1959.

DEFENDANTS' ANSWER TO INTERROGATORIES

The answer of the above named Defendants to the interrogatories for their examination by the above named Plaintiff pursuant to the Order herein dated the 9th day of January 1959.

In answer to the said interrogatories we the

above named John Vincent Stagnetto Lewis Richard Stagnetto and Henry John Stephen Norton severally make OATH and say as follows:-

In the  
Supreme Court

No. 10

Defendants'  
Answer to  
Interroga-  
tories.

26th January,  
1959

- continued.

1. To the first interrogatory we say that none of us was present when any offer by or on behalf of Lewis Stagnetto deceased to pay or loan 25,000 Pesetas to Rosa and Mary Abrines or either of them was made and none of us has seen or is aware that there ever existed any offer in writing to make any such payment or loan. In or about the month of June 1932 We John Vincent Stagnetto and Lewis Richard Stagnetto joined with our brothers and sisters in verbally instructing our Solicitor Mr. Isola to arrange for a loan of 25,000 Pesetas to Rosa and Mary Abrines out of our beneficial interests in the estate of our father Lewis Stagnetto deceased to honour a promise which we understood our father had made to make such a loan. As the result of these instructions a loan of 25,000 Pesetas was made to Rosa and Mary Abrines with monies provided out of the said beneficial interests on the security of the Bond referred to in paragraph 8 of the Statement of Claim.

2. To the second interrogatory we say that none of us made any offer of a secret consideration for the sale of the premises referred to in the Statement of Claim and so far as we are aware no such offer was made by anyone else. A sum of 25,000 Pesetas was lent in or about the month of July 1932 in the circumstances mentioned in our answer to the first interrogatory above. The premises were sold to Lewis Stagnetto deceased in April 1932. The sale was completed after his death by an Indenture dated the 21st July 1932 executed in favour of the Defendants in their character as executors of his Will. The completion of these transactions were effected by the respective legal advisers of the parties to them and none of us was present when such completion was effected or gave any instructions as to when they were to be completed, or, if it be the fact that they were both completed together, that this should be done.

3. To the third interrogatory we say that none of us had any negotiations personally with Rosa and Mary Abrines or either of them concerning the payment to them of 25,000 Pesetas. So far as we are aware, neither of them ever refused the payment to them of 25,000 Pesetas. As appears from the pleadings herein we allege and it is our belief that the



In the  
Supreme Court

No. 10

Defendants'  
Answer to  
Interroga-  
tories.

26th January,  
1959

- continued.

documents which were executed at the time correctly record the transactions which were then entered into and that the charges which are made against the honour of Lewis Stagnetto deceased in these proceedings are as baseless and false as the attack which is made upon us.

John Stagnetto  
Lewis R. Stagnetto  
H. Norton.

SWORN by the above-named Defendants at No.28, John Mackintosh Square, Gibraltar, this 26th day of January 1959.

10

Before me,

Cecil Prescott  
One of Her Majesty's Justices of the Peace in and for the City and Garrison of Gibraltar.

This affidavit is filed on behalf of the above-named Defendants by Louis William Triay Esq., LL.B. of 290, Main Street, Gibraltar Solicitor for the Defendants.

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No. 11

Representation  
Order.

9th February,  
1959.

No. 11

REPRESENTATION ORDER

MONDAY the 9th day of FEBRUARY 1959

Before the HONOURABLE MR. JUSTICE HUBERT J.M. FLAXMAN C.M.G., Chief Justice.

IN COURT

UPON HEARING Mr. F. Ashe Lincoln, Q.C., of Counsel for the Plaintiffs and Mr. John Lewis Arnold, Q.C., of Counsel for the Defendants IT IS ORDERED that the Plaintiff be appointed to represent for the purposes of this action Adoracion Abrines and Alfred Abrines who are with the Plaintiff the Executors of the Estate of Louis Richard Abrines, deceased and that all the said Executors and the said Estate be bound by the Order made in this action.

30

By the Court  
C.J. Wheeler  
Registrar (Acting)

40

PLAINTIFF'S EVIDENCE

No. 12

LOUIS ABRINES

In the  
Supreme Court

Plaintiff's  
Evidence

No. 12

Louis Abrines.  
Cross-  
Examination.

Q. It would be right to say would it not, that in witnessing this statement, Mr. Benady was not in any sort of way giving any legal advice?

A. I don't think so at the stage of making this statement.

10 Q. He gave you no legal advice, he gave your mother no legal advice? A. No.

Q. Are you quite sure? A. Yes.

Q. And he gave Rosa no legal advice? A. Not in my presence.

Q. How long before the interview between yourself and your Aunt with Mr. Benady was the occasion when you arranged the appointment? A. I cannot remember exactly, but it was sometime before.

Q. About how long before? A. I cannot say exactly, sometime before.

20 Q. Would you say it was between one month or two months? A. Perhaps a couple of months.

Q. Two months before the occasion when Mr. Benady saw you and your aunt that you arranged the appointment with Mr. Benady? Isn't that rather a long time? A. Yes certainly, but my aunt was not feeling very well at that time.

Q. Are you really telling my Lord upon oath that it was because your aunt was not well that you arranged an appointment two months ahead? A. Yes.

30 Q. But how could you know two months ahead that your aunt would be feeling well enough to attend the interview on that particular date? A. I didn't know until a few days before.

Q. What you now say is that you made this appointment two or three days before? The position is this, that before the 9th July on the occasion when you and your aunt called on Mr. Benady, you or she or both of you agreed on a day to meet Mr. Benady. Tell us exactly what happened. Did you call for her?

40 A. I met her on the way.

In the  
Supreme Court

Plaintiff's  
Evidence

No. 12

Louis Abrines.

~~Cross-~~  
Examination

- continued.

Q. What time of the day was it? A. Between  
three or four in the afternoon.

Q. Did you arrive together? A. Yes, we arrived  
together.

Q. Who did you see first? A. I don't know. I  
can't remember whether we had to wait or not. Then  
we went into Mr. Benady's office.

Q. Who was there when the statement was made?

A. Mr. Benady.

Q. Was anybody else there? Please be very sure  
about it. A. I was there.

10

Q. So that you will say that Mr. Parody was not  
there? A. I don't think so. Mr. Parody was  
called after.

Q. During the statement made by Rosa? A. Mr.  
Parody was not there the whole time.

Q. Was anybody else there? A. I don't remember  
anybody else.

Q. So Mr. Benady wrote it down in longhand and  
gave it to Mr. Parody to go and type, and then Mr.  
Parody came back with it typed. Then what happened?  
A. Then Rosa signed it.

20

Q. When Rosa made the statement had you said any-  
thing to her in front of Mr. Benady? A. I don't  
remember.

Q. Tell my Lord what happened when you went into  
Mr. Benady's office. Who spoke first?

A. I'm afraid I can't remember those details.

Q. Who spoke first? A. I can't remember, I  
don't remember who spoke first.

30

Q. Do you remember anything that was said either by  
yourself or by Mr. Benady before Rosa made her  
statement? A. I don't remember.

Q. Was any document shown to Rosa? A. Document?  
She was carrying a Life Insurance Policy.

Q. I don't think we need worry about that. Do you  
think she was shown the Memorandum of Agreement or  
a copy of it? Do you think she was shown any docu-  
ment from those days or any copy of it?

A. I don't remember.

40

Q. Did she need to hear any recollection from anybody or did she just bring the whole thing out pat?  
A. I don't know what you mean.

In the  
Supreme Court

Q. The statement was not taken by a series of questions and answers? A. She started speaking with Mr. Benady and Mr. Benady started jotting down sentences and notes.

Plaintiff's  
Evidence

No. 12

Q. Did you say anything to her? A. I don't remember having said anything.

Louis Abrines.  
<sup>Cross-</sup>  
Examination.

10 Q. Do you remember that you said nothing? A. I don't remember.

- continued.

Q. Your account of this matter is that Rosa was shown no document, she had no conversation with you, she had some conversation with Mr. Benady but he did not get the statement by asking questions, as far as you can recollect at this stage, four years later? How long did all this take? A. Perhaps three quarters of an hour.

20 Q. As long as that? A. I can't say exactly, I didn't have a look at the watch.

Q. Did you ever discuss the question of the sale of the Emporium with your father? A. I was a boy at the time and I remember him being very disgusted at the time but I don't remember him mentioning the matter again.

Q. Do you know why? A. No.

Q. Do you know who Mr. Valarino is? A. Yes.

Q. Then you will know that he is an estate agent?  
A. Yes.

30 Q. Did you know that your uncle Michael had anything to do with the matter? A. I remember my father and uncle going to consult a lawyer.

Q. Do you know what about? A. I don't know.

Q. Having consulted their lawyer about the price, which they considered very low, did your uncle and father take any steps? A. I don't know.

Q. Now try again to remember why your aunt should go and make her statement to a lawyer.  
A. I thought it proper that she make the statement.

In the  
Supreme Court

Plaintiff's  
Evidence

No. 12

Louis Abrines.

Cross-  
Examination.

- continued.

Q. Why a lawyer? Why not a dentist?

A. I thought it was the proper person. A statement of that nature would be proper for her to make to a lawyer.

Q. Had you borne for many years with that sale?

A. It happened when I was a boy and I didn't remember anything more about it.

Q. Your mother never mentioned it to you?

A. I don't remember her doing so.

Q. And when Rosa told you about this matter, about May of 1954, it didn't occur to you that you might be able to rig up some action of this kind?

10

A. Not at the time.

Q. Do you know Mr. Abrines, what advice Mr. Russo gave your father about this sale. What he could do to stop it?

A. I don't remember.

Q. Mr. Abrines, as far as you were concerned, you had been told something by Rosa and you thought it was proper for her to repeat this to Mr. Benady. In fact didn't you originally ask Mr. Benady to see her in about two months time?

20

A. Yes.

Q. From time to time were other appointments made which she was unable to keep owing to ill health?

A. I think more than once.

Q. Did Mr. Benady in fact telephone you to ask when she was coming?

A. Yes. Then eventually she was able to go.

Q. Would you say that you encouraged your aunt to make this statement?

A. Not in particular.

Q. It has been suggested at any rate, that your cousin in giving this statement gave it as a result of some encouragement or suggestion from you.

30

No. 13

Joseph Parody.

Examination.

No. 13

JOSEPH PARODY

Q. Are you Mr. Joseph Parody? A. That is right.

Q. And I believe you are the clerk to Mr. Benady?

A. Yes, that is right.

Q. I should like you to have a look at this document. It is dated the 9th July and is signed by Rosa Abrines, is that right? A. Yes.

Q. Did you witness her signature to that document?  
A. I must have done so but I don't actually remember doing so.

Q. You yourself signed it no doubt in her presence and in that of Mr. Benady? A. Yes.

10 Q. Did you actually type that document yourself?  
A. That I cannot say.

Q. Were you present when that statement was made or when it was signed? A. I was only present when this lady signed.

In the  
Supreme Court

Plaintiff's  
Evidence

No. 13

Joseph Parody.

Examination

- continued.

No. 14

FREDERICK RICHARD MORRISON

Q. What is your full name? A. Frederick Richard Morrison.

Q. And I believe that you hold the position of City Valuator? A. That's right.

20 Q. How long have you yourself held that office?  
A. Since the 21st day of March last year.

Q. I think you have records relating to the Emporium property? Would you produce them please. A. I have a file relating to the property if that is what you refer to.

30 Q. Does it show the nett annual value of the property for the year 1932? A. That is so. No I am sorry that is not so. It gives the nett annual value for the year 1920 and the year 1936. There appears to be no alteration between those dates.

Q. What was the valuation in the year 1920? A. In the year 1920 the nett annual value is divided into three parts. On that part described as a shop £336. On No.3 Pitman's Alley, apparently a house, £89.17.0 and No.4 Pitman's Alley, also a dwelling £28.9.0. The total for the whole property is £454. 6. 0. The nett annual value in 1936 is £500 on the portion described as a shop and £136.10.0 on the remaining portions which now appear as the two dwellings, giving a total of £636.10.0.

No. 14

Frederick  
Richard  
Morrison.

Examination.

In the  
Supreme Court

Plaintiff's  
Evidence

No. 14

Frederick  
Richard  
Morrison .  
Examination  
continued.

Q. There are other matters which I want to ask you Mr. Morrison. Firstly in regard to the nett annual value a deduction ----- A. That is so.

Q. What would be the gross annual value over the nett annual value? A. It was ..... a deduction of 1/6th was made as regards the shop and the larger of the two dwellings, 1/5th as regards to the smaller of the two dwellings. In 1936 a figure of 1/6th all through was deducted.

Q. Taking the nett annual value figures as a basis are you able to say what would be a fair way of arriving at the capital values for the premises? A. Officially and apparently for a great many years the best system has been to multiply the nett annual value by 20. 10

Q. That last answer was when dealing with Government?

Cross-examined

Cross-  
examination

Q. Have you got any general qualifications? A. My personal qualifications? I am a chartered surveyor. 20

Q. As a chartered surveyor what in your view ..... would it be a good system to base that on rateable values unless the  
Up to date  
Where you find a situation in fact as twelve years before when the rents were slightly different when the rate of exchange between the Peseta and the £ in assessing the commercial value? A. I could take that into account provided I was satisfied that the rateable value ..... 30

Q. What I am really getting at is what is the sensible ..... Would you have taken the rents or  
A. If I were trying to fix a commercial price, if I were advising on the fixing of a commercial price, I would take the rental value and not the rateable values.

Q. Are you familiar with the practice ..... taking not 12 months rent instead of 11 months ..... is to take not 12 but 10 months, the idea is that is the equivalent cost of maintenance. 40

Q. The system which is generally used in Gibraltar

when you are looking at the annual return, the annual rental return, is to take not 12 months but 11 months rent into account? A. It does not, of course, concern me but I have heard something of such a practice.

In the  
Supreme Court

Plaintiff's  
Evidence

No. 14

Q. Are you familiar with this? A. I have no information

Frederick  
Richard  
Morrison.

Cross-  
examination  
- continued.

10 Q. When you are dealing with the computation of how do you bring into the computation the circumstance that there is a few years say, or a lot of year to run of a lease?  
A. Owing to the system in practice this has not yet ..... into relativeness.

Q. Looking at it from the point of view of the man in the market who wants to buy or who wants to sell ..... A. But if I were advising as a private

20 Q. If you take the situation accepting these data in 1932, you have a rate of exchange of 44 Ptas to the £, that you have a property which is let for ..... Ptas per month, that the takings in the form of rates and ground rent are 1,350 Ptas per annum and that it is appropriate to take off one month's rent as an allowance for repairs and that the proper multiplier is 20 years purchase ..... what would you say was the capital value of the property?  
A. It would appear to produce a capital value of 233,600 Ptas.

30 Q. Suppose one was satisfied ..... If the valuation of property in 1920 was a particular figure you would expect that property to have a greater annual value .....

Q. Perhaps you can assist my Lord. Will you look at the 1920 figures and tell us what the total of the two non-shop parts ..... A. Yes. The total of the dwelling portion is £118.6.0.

40 Q. So that the increase between 1920 to 1936 with regard to the non shop part is £18.4.0. So the substantial increase ..... was substantially attributable to the shop. A. It appears that the increase of the shop portion was £164.

Q. Do your records show what the rental was being paid in 1936? A. There is a rental in 1936 being paid in respect of the shop of £50 per month.



In the  
Supreme Court

Plaintiff's  
Evidence

No. 14

Frederick  
Richard  
Morrison.  
Cross-  
examination  
- continued.

Q. Do your records show what the rent was being paid in 1920. A. 800 Pesetas per month.

Q. My learned friend ..... In 1920 we had a rate of 25 Pesetas to the pound.

Q. At that time a rate of 25 to the £ was being used? A. Yes. £32.0.0. per month.

Q. All rateable values are expressed in £s. In order to get your rateable value in ..... actually paid. Wherever the actual rate exceeds ..... That is a system still in use here?

10

A. Up to date the valuator in Gibraltar has felt himself bound by it.

Q. What system would have been used, you can speak I think from your examination in the matter, when the rent was ..... A. The system that was apparently used was to convert Pesetas into £'s.

Q. The Pesetas were converted into £'s at the rate of 25? A. I have no record of transactions other than at the rate of 25.

Q. Then you cannot give an answer to that from practical experience? A. No. 20

Q. .... was to take 25 as the factor for reducing a rental in Pesetas into terms of rateable value ..... appropriate factor to take in 1932 with the  
A. ....or my predecessor using a factor of 44.

Q. At 40 Ptas to the £ would have yielded a figure of and the rateable value of £20 and not £32.  
A. One would if those were the figures involved, would presumably have been a deduction in the rateable value of  $\frac{3}{8}$ ths. 30

Certain official purposes such as ....  
The official practice is to value a capital ....



ROSA ABRINES

Q. Your name is Rosa Abrines? A. Yes.

Q. And you are the daughter of the late Richard Abrines? A. Yes.

Q. And you and your sister, Maria, were the life tenants of the property at the Emporium? A. Yes.

Q. And did you and your sister Maria live at the flat there in that house? A. Yes.

Q. Will you now tell us, in your own words, how you came to sell that property to Mr. Stagnetto?

10 A. Well, perhaps we were in debt and he gave us a little money to pay the debts.

Q. Do you remember how much money? A. Well, my cousin says that it is 5,000 dollars.

Q. Do you remember yourself Miss Rosa?

A. Certainly I am not very sure but I think it was four or five thousand dollars.

Q. Will you please tell us all that you can remember about it. How did he come to give you that money? A. He was always very kind to us and he

20 knew that we were in debt.

Q. Can you tell us this, why were you going to sell the house. Did you agree to sell the house?

A. I agreed but my sister didn't like to agree but in the end she gave in.

Q. Can you tell us why you wanted to sell the house?

A. To get out of debt. Because we hadn't any money. I don't know how we got into debt and I hadn't any money even for necessary things.

Q. Do you remember signing the Agreement in April to sell the house? A. I don't remember but I suppose I signed it.

30

Q. And did you know that if you signed the agreement whether you would be able to stay and live in the house? A. No we agreed to give it up.

Q. To give up the flat? A. To give it up to Mr. Stagnetto.

Q. Do you remember giving a statement to Mr. Benady about what took place about the sale of the house?

A. No I don't remember.

In the  
Supreme Court

Plaintiff's  
Evidence

No. 15

Rosa Abrines.  
Examination at  
her Home.

In the  
Supreme Court

Plaintiff's  
Evidence

No. 15

Rosa Abrines.

Examination at  
her Home

- continued.

Cross-  
examination  
at her Home.

Q. Do you remember if you got the four or five thousand dollars. Do you remember getting that money? A. Well, we didn't get it ourselves. Mr. Benady paid the debts.

Q. When Mr. Benady had got the money do you remember signing a bond to say that the money had been lent to you? A. I don't remember. We gave him the names of the people I suppose to whom we owed money.

Q. So far as the four or five thousand dollars were concerned didn't you think you had to repay that to Mr. Stagnetto? A. No he didn't say that.

10

Cross-examined.

Q. Miss Abrines, I know that this is all a very long time ago and you probably can't remember everything but I would like you to help us and try to remember as much as you can.

Q. When was it that your cousin told you that the amount was five thousand dollars? A. I didn't say that.

20

Q. You told us a little time ago when Mr. Lincoln asked you here about the sale, you told us that Mr. Stagnetto gave you a little money. You said "We were in debt and Mr. Stagnetto gave us a little money to pay the debts." Then you told Mr. Lincoln how much it was that Mr. Stagnetto gave you. You told us just now that it was your cousin who told you five thousand. Which cousin was that?  
A. Louis Abrines.

Q. How did he know about the money? A. I told him.

30

Q. At the time of the loan? A. At the time we were not on good terms.

Q. With your cousin? A. With my cousin Louis's father.

Q. At the time of the loan in 1932, when you sold the house. A. He was not told

Q. Can you remember when it was that your cousin told you that it was five thousand dollars?  
A. I suppose it was when he began to speak about having a suit.

40

Q. Now was that at the same time as you told your cousin about Mr. Stagnetto giving you a little money? A. I don't remember exactly. We talked it over several days.

Q. When you first told your cousin about Mr. Stagnetto giving you a little money did he then start to talk about a law suit? A. Not immediately.

10 Q. How long after that did he first start to talk about a law suit? A. I don't exactly know. He didn't do it immediately.

Q. But you cannot help us about how long it was? Sometime ago wasn't it? Four years ago? A. Perhaps.

Q. Did you ever tell anybody recently that Mr. Stagnetto gave you the money himself? A. No.

Q. You never told anybody that? A. No. Only to my cousin.

Q. Only to your cousin? A. Yes, but many years after the sale had been done.

20 Q. You see what I want you to help us about Miss Abrines? You told us this morning that the money was paid to Mr. Benady? A. It was paid to him.

Q. Did you ever tell anybody that it was paid to you directly into your hands? A. No.

Q. You never told anybody that, not even your cousin? A. No.

Q. Did you ever tell anybody that you and your sister Maria had 100,000 Pesetas? A. No.

Q. You never told anybody that? A. No.

30 Q. Which Mr. Stagnetto was it that paid you the money? A. The late gentleman. The father of the present Stagnettos.

Q. Lewis? A. Yes.

Q. Are you sure? A. Yes.

Q. Do you know what it means to say execute a Conveyance? A. No.

In the  
Supreme Court

Plaintiff's  
Evidence

No. 15

Rosa Abrines.

Cross-  
examination  
at her Home

- continued.

In the  
Supreme Court

Plaintiff's  
Evidence

No. 15

Rosa Abrines.

Cross-  
examination  
at her Home  
- continued.

Q. You are quite sure you don't know what that means? A. No.

Q. Do you remember at about the same time that Mr. Benady got the money and paid your debts that you signed a document? A. No, I don't remember.

Q. You don't remember signing any document at all? A. Maybe I signed, I don't remember.

Q. Can you tell us this perhaps. Do you remember this, that at one time Michael and Louis, your cousins - do you remember a man called P.G.Russo? A. Yes. 10

Q. Do you remember Peter Russo writing a letter to you about the sale? Writing for Michael and Louis? A. No.

Q. Just have a look at that Miss Abrines will you? You can read it all right? A. I can read it, yes.

Q. Do you remember getting that letter? A. No, I don't remember. The trustees at that time were willing to sell it for that price. 20

Q. The trustees were Father Dodero and Mr.Griffin? A. Yes.

Q. How do you know that they were willing to sell at that price? A. Because they signed and

Q. Do you remember an occasion when you and your sister Maria and Father Dodero and Mr. Griffin all went to see Mr. Isola? A. No I don't remember.

Q. Was Mr. Isola acting as your solicitor at the time. A. Yes.

Q. In connection with the sale? A. Yes. 30

Q. Except at the very end when you went to Mr. Benady? A. Yes.

Q. Do you remember this, that you and your sister and Father Dodero and Mr. Griffin asked Mr. Isola to go and see Lewis Stagnetto and see if he would buy the property? A. No he was very willing to buy it.

Q. Do you remember meeting his son, John Vincent Stagnetto, in the street one day, and saying to John Vincent Stagnetto, we would like to sell?

A. The father came up to the flat and told me he would like to buy.

Q. Who was it who thought of the price of 300,000 Pesetas? A. Mr. Stagnetto.

Q. Are you quite sure about that? A. Yes.

10 Q. Mr. Isola is going to say that it was he who fixed that price with Mr. Lewis Stagnetto.  
A. Probably.

Q. Are you sure that that would be wrong if Mr. Isola said that? A. Well I didn't like to have but as I was in such debt.

Q. Now how long was it between the time that there was the first suggestion that you should be paid some money and the time you agreed to sell the house? A. Well he had been and told us and I refused.

20 Q. When was that? A. A year before the sale.

Q. About a year? A. He had proposed it about a year before and I refused but then as I was in such straits.

Q. About a year before? A. Yes.

Q. Now you don't remember at all that Michael or Louis said you were selling it for too little?  
A. No because we hadn't told them.

Q. You don't remember that? A. No. We didn't speak to them.

30 Q. You didn't tell them the price at which you were selling the property? A. No.

Q. Do you remember them complaining that you were selling it for too little? A. Yes after it was sold.

Q. Was that before or after the money was paid to Mr. Benady? A. Well I knew that they were opposing it but I don't remember.

Q. They were always opposing everything you did?  
A. Yes.

In the  
Supreme Court

Plaintiff's  
Evidence

No. 15

Rosa Abrines.

Cross-  
examination  
at her Home.

- continued.

In the  
Supreme Court  
-----  
Plaintiff's  
Evidence  
-----

No. 15

Rosa Abrines.  
Cross-  
examination  
at her Home.  
- continued.

Q. But do you remember them particularly complain-  
ing that you were not getting enough for the build-  
ing? A. For the sale? No because I didn't know  
the prices of houses or anything.

Q. I'm sure you don't know the prices of houses.  
You remember Louis or Michael saying that you were  
getting too little? A. I don't remember.

Q. Do you remember selling a half share in some  
property in John Mackintosh Square? A. Yes.

Q. When was that, before or after that sale? 10  
A. Before, I think it was..

Q. How long before? A. No I think it was after.

Q. The sale of the half share in John Mackintosh  
Square was after this one? A. Yes, I don't  
exactly remember.

Q. Well, will you accept it from me that it was in  
fact two years before? Can it have been two years  
before do you think? A. No not two years because  
we were only six months in the house after it was  
sold so if it was after it must have been shortly. 20  
But perhaps it was before, I don't remember.

Q. It is difficult to remember the order in which  
things happened isn't it? A. Yes.

Q. I have shown Mr. Lincoln this and it is in fact  
1930, two years before. A. I don't exactly re-  
member.

Q. Can you remember the other flats in the house?  
At this time, the time of the sale? The other  
flats?

Q. Little flats on top. A. I don't remember 30  
the name of the man who lived upstairs.

Q. You don't remember his name? A. No I don't  
remember the name.

Q. Who lived there? A. I have a very bad mem-  
ory for names.

Q. You can't remember his name? A. No I can't  
remember his name but my cousin will be able to  
tell me his name.

Q. Do you remember the name of the man who lived in the other flat on the same floor as you? He was a long time there wasn't he? A. I don't remember.

Q. Do you remember how much money you were getting in from the property? A. I suppose the upper storey paid, I think, £4.

Q. Do you remember how much the other man paid?  
A. No.

10 Q. Do you remember how much the shop paid?  
A. No.

Q. Did you consider at all whether selling the property would give you a better income.  
A. No I didn't consider anything. What I wanted was to pay what I owed.

Q. In fact it did give you a better income didn't it? In fact you got more income after you sold the property than before? A. No I don't think so. When we sold the property we had less.

20 Q. Mr. Isola is going to say that when you and the trustees and your sister sold the property it increased your income? A. No I don't think it increased the income.

Q. You were getting in 1125 Pesetas a month. Don't you remember that? A. No. I don't remember the rents.

Q. You were living in the property without paying rent? and then you had to pay ground rent and rates? A. Yes.

30 Q. When the property was sold do you remember that after that you used to get mortgage interest?  
A. No I don't think so.

Q. Do you remember that after the property was sold the Stagnettos used to pay you so much a month? Do you remember that? A. Yes. I don't remember how much.

Q. You remember you were getting something?  
A. Yes.

Q. They took off a 150 Pesetas month. Do you remember that? A. I don't remember.

In the  
Supreme Court

Plaintiff's  
Evidence

No. 15

Rosa Abrines.

Cross-  
examination  
at her Home.

- continued.



In the  
Supreme Court

Plaintiff's  
Evidence

No. 15

Rosa Abrines.

Cross-  
examination  
at her Home.

- continued.

Q. They also took off \$4.34 a month. Do you remember that? A. I don't remember that.

Q. You don't remember this bond at all? A. No.

Q. You don't need to bother about that piece of paper. If you borrow money sometimes you write down the terms of repaying it. Do you know what I mean? A. No.

Q. Did Father Dodero or Mr. Griffin or both of them know that you were getting the four thousand or five thousand dollars? A. I am not sure. 10

Q. Do you want to add anything to that? A. Probably we would tell them, I don't remember.

Q. You never told Mr. Isola to keep it secret from them did you? A. They wanted to keep it secret.

Q. Father Dodero and Mr. Griffin? A. No. Father Dodero and Mr. Griffin had nothing to do with that.

Q. But they knew about it. You probably told them? A. Perhaps.

Q. When you said they wanted to keep it secret I don't think you meant Father Dodero and Mr. Griffin did you? A. No. 20

Q. You would tell Father Dodero? A. We would tell Father Dodero anything.

Q. But not in the confessional? As a friend? A. Yes like a friend.

Q. And the same with Mr. Griffin? A. Yes, of course.

Q. Now did Mr. Griffin or Father Dodero say that you were doing wrong? A. No.

Q. Did your Solicitor tell you that you were doing wrong? A. I knew it wasn't right. 30

Q. Why did you think it was wrong? A. I did it because I had no money whatever.

Q. Why did you think it was wrong? A. Why should I accept money without any reason.

Q. Mr. Stagnetto had always been kind to you and your sister. For years and years you had been borrowing little sums of money from him? A. Yes.

In the  
Supreme Court

Q. Do you remember that you employed a maid at this time, you and your sister? A. Yes, of course.

Plaintiff's  
Evidence

Q. Do you remember what her name was? A. We had several.

No. 15

Q. Can you tell us the name of any one you had when you were living above Stagnetto Schembri?

10 A. Yes we had several but I don't remember their names.

Rosa Abrines.

Cross-  
examination  
at her Home.

- continued.

Q. Do you remember that you often used to send the maid downstairs to the shop to borrow a few Pesetas?

A. I don't remember. I used to go myself.

Q. To borrow money, small sums of 100 Pesetas?

A. Yes. If we had to pay the rates or anything like that.

Q. They never refused you? A. No they were very kind.

20 Q. Which I'm afraid was rather often wasn't it?

A. Yes.

Q. Father Doderero and Mr. Griffin approved of the idea of selling? A. Oh yes, they were very keen on selling it.

Q. Did anyone bribe them? A. No.

Re-examined

Re-examination  
at her Home.

Q. Miss Abrines, can you tell me this. You remember that Mr. Lewis Stagnetto asked you a year before you sold? A. Yes.

30 Q. You refused? A. Yes.

Q. And afterwards he came up to see you and said he wanted to buy the house? A. Yes.

Q. Did he say what he would give you for the house? A. No I put the price.

Q. Who thought of the price of 300,000 Pesetas? Was it Mr. Stagnetto or you? A. I suggested the price and they agreed immediately

In the  
Supreme Court

Plaintiff's  
Evidence

No. 15

Rosa Abrines.  
Re-examination  
at her Home.

- continued.

Q. Who is "they" agreed? A. The Stagnettos.

Q. You told us just now about the five thousand dollars that was paid to you, that they wanted to keep it secret. Who wanted to keep it secret?

A. Mr. Lewis Stagnetto. He wanted to keep it secret.

Q. Did you understand that the five thousand dollars he wanted to keep secret was being lent to you like the other money? Was it being lent to you so that you had to repay it? A. No.

10

Q. Did you think that selling the house was an advantage to you and your sister? A benefit to you? A. No I don't think it was.

Q. Well if it wasn't to you, I want you to tell us once again why you sold it? A. I suppose it would be because we would get out of debt.

Q. How would you get out of debt? A. With that money that they gave us.

Q. You mean with the money that was sent to Mr. Benady? A. Yes.

20

Q. Which was used to pay your debts? A. Yes.

Q. You told your cousin, you said they wanted to keep it secret? You said to him, to your cousin, some years later? A. I told nobody except Louis lately.

Q. Will you tell us in your own words why you told him about this money. I mean Louis Abrines, your cousin. A. I considered him as a brother and as the sale had been already done 20 years I didn't think that anything could be done against it.

30

Q. So you told him? A. Yes. Because I didn't like to have done it but I was very worried about those debts.

Q. When you say I didn't like to have done it what do you mean? A. To have taken money.

DEFENDANTS' EVIDENCE

No. 16

JOHN VINCENT STAGNETTO

In the  
Supreme Court

Defendants'  
Evidence

No. 16

John Vincent  
Stagnetto.

Examination.

Q. Your full names are John Vincent Stagnetto?

A. Yes.

Q. You live I think at No.3 Pitman's Alley.

A. Yes.

Q. In the years up to 1932 you and your father carried on a business of Stagnetto, Schembri & Co. in partnership? A. Yes.

10

Q. Your father being the senior partner and you the junior? A. Yes, that is correct.

Q. The business was carried on in fact at the premises which are the subject of this action? A. Yes.

Q. And they were let to the partnership were they not for a term of 21 years from the 15th ..... 1932 by a lease of the 12th? A. That is correct.

20

Q. We have been told by Miss Rosa Abrines in the course of this morning that for a considerable period prior to 1932 it was her custom to borrow small sums of money? A. They used to ask for small loans occasionally during the month which I used to deduct from the rents.

Q. And were those ever refused? A. I always agreed.

Q. Do you remember a loan of a larger sum of money? A. It was the sum of £1,000 which was secured by a life Policy, a joint Life Policy by both ladies and the mortgage on the premises.

30

Q. Just pursue the matter of that loan Mr. Stagnetto. There was, of course, interest payable and the premiums on the Life Policy had to be paid. How was that matter dealt with? A. There was interest at 5% on the £1,000.

Q. How was that interest dealt with? A. I used to deduct it from the rent because they never usually paid.

In the  
Supreme Court

Defendants'  
Evidence

No. 16

John Vincent  
Stagnetto.

Examination

- continued.

Q. After the property was sold in 1932 you will remember that you were yourself paying interest on 200,000 Pesetas. How did you deal with the interest on the £1,000 after that? A. The interest on the thousand pounds was deducted from the interest on the 200,000 Pesetas. There was also life premiums at the rate of ..... I used to deduct them at the rate of £2 every month because it was too much to deduct £10 all at once.

Q. That went on did it until the mortgage of 200,000 Pesetas was redeemed and that was in 1939? A. Yes. 10

Q. What happened then about the £1,000 loan? A. In 1939 there was no interest to deduct from and the amounts were not paid. The ladies never paid anything to the extent that they owe me the sum of £

Q. Now we know that apart from the building, that a sum of getting on for 8,000 Pesetas was owing by Maria and Rosa Abrines to the partnership business? A. Yes for groceries supplied to them for a number of years. 20

Q. In fact an arrangement was made whereby the ladies were to repay that debt at the rate of 150 Pesetas monthly which they did in fact until paid in full? A. In 1939 it was paid in full.

Q. When was the first time that you ever heard anything about the idea of the purchase of this property? A. That was round about the beginning of May 1932.

Q. Do you remember an incident in which you had a conversation with Rosa and Maria Abrines. 30  
A. Exactly, yes. Yes that was in the latter part of April 1932.

Q. Where did that take place? A. That took place somewhere in Main Street, round about the Royal Bar in Main Street.

Q. What happened? A. I was near the Royal Bar and these ladies were coming from the direction of John Mackintosh Square. They approached me and told me that they had decided with their trustees to sell the property. Were we interested in the purchase. I gathered that if we were not interested that they would offer the property to somebody else. 40

Q. What did you do? A. I was going to the post office on that particular day. I went down to my father's office at 41 Main Street. I told him what the ladies told me.

Q. What was your father's reaction to that?

A. To be frank my father was rather surprised because this question of the selling of the house and the purchase of the property never arose before.

10 Q. We know that shortly after that in fact, a Memorandum of Sale came into existence. Do you know anything personally about that? A. No I was not present.

Q. Did you hear about it? A. Yes.

Q. How long afterwards? A. A few days later my father told me that an Agreement for Sale was signed.

Q. Did he tell you what the price was?  
A. He said it was 300,000 Pesetas.

20 Q. Did you know Mr. Isola at that time? A. Yes, of course.

Q. Do you remember a visit by Mr. Isola to the shop at about this time? A. Yes I do.

Q. What happened on that occasion? A. It was about the first days of May, early May it was of 1932. Mr. Isola arrived at my office.

Q. That was on the shop premises? A. Yes.

30 Q. What time of the day was it? A. Late in the evening. He told me that he was going upstairs to the Misses Abrines and was taking up the Conveyance to be signed.

Q. He did go upstairs? A. Yes.

Q. Did you subsequently see him on that occasion?  
A. About 20 minutes later. He came down 20 minutes later.

Q. Did you have any conversation with him?  
A. Yes. He said that one of the ladies refused to sign the Conveyance.

Q. Was any reason given for that? A. He said

In the  
Supreme Court

Defendants'  
Evidence

No. 16

John Vincent  
Stagnetto.

Examination

- continued.

In the  
Supreme Court

Defendants'  
Evidence

No. 16

John Vincent  
Stagnetto.

Examination  
- continued.

that due to pressure from one of her relatives who told her that they would be able to get a better offer for the property. A better offer than the 300,000 Pesetas.

Q. Did you shortly after that have a conversation with your father about the matter. About the sale?

A. Yes.

Q. Can you recall what passed between you on that occasion? A. My father told me that the was paid at the price of 300,000 Pesetas. 100,000 Pesetas would be paid in cash and 200,000 Pesetas would be left on mortgage at the request of the trustees.

10

Q. That is to say the Abrines trustees?

A. Yes the Abrines trustees.

Q. Did he tell you anything else? A. Yes he told me that the Misses Abrines had requested a loan to pay certain outstanding debts they had.

Q. Did your father tell you how he considered that request? A. Yes. He said that the debts amount to about 24,000 Pesetas, that is including about 7,900 Pesetas which they owed to him for groceries. I think they produced a note of the debts they owed.

20

Q. Did your father say anything else? A. He told me that he was making arrangement with Mr. Isola. In fact he was willing to make this loan to these ladies and he was making arrangements with Mr. Isola to that effect.

Q. What about the 7,900 Pesetas? A. The amount owing to the firm for groceries would be paid in instalments of 150 Pesetas per month.

30

Q. Did you yourself ever have any conversation with either of the Misses Abrines about this 25,000 Pesetas loan? A. No.

Q. You remember don't you that there was subsequently signed a bond in connection with the matter? Did you have any conversation with the Misses Abrines about that Bond. A. No never.

Q. After your father died the will was read to you by Mr. Isola? A. Yes by Mr. Isola at Main Street.

40

Q. Was there any discussion between the Executors, that is to say the three defendants in this case, and Mr. Isola about completing this sale? A. Yes.

Q. This was shortly after the occasion when the Will was read? A. Yes, we asked Mr. Isola if we were bound to carry on with the purchase of this property.

Q. Did Mr. Isola answer that question? A. Yes. He told us we had to.

10 Q. Did he also tell you about the 25,000 pesetas?  
A. Yes. Mr. Isola also told us about the loan. That was the 25,000 Pesetas loan these ladies had requested. He said they had requested a loan of 25,000 Pesetas from my father. Mr. Isola asked us if we agreed to that and we said, of course, we had to honour my father's promise.

20 Q. Did you, as a result of that matter being mentioned, take any steps in relation to your other brother and sisters? A. We gave instructions to Mr. Isola to carry on with this loan.

Q. Did you consult with anybody else? A. We consulted with all the beneficiaries of the Estate, Lewis and my sisters.

Q. Did they all agree? A. They all agreed. Yes.

Q. Was anything said by you to anybody at any stage on the question

A. You are referring to the loan? No.

Q. At what stage was the interest on it discussed?

A. When we went to Mr. Isola's chambers.

30 Q. Tell my Lord what happened when you went to Mr. Isola's chambers. A. We agreed that the loan should be made.

Q. You agreed to that? A. We all agreed to that.

Q. The three executors? A. Yes.

Q. Did your father tell you anything about interest on that loan? A. My father never told me anything about interest on that loan.

40 Q. Did your father tell you of any matter discussed between your father and anybody else in his lifetime about the terms of repayment? A. No never.

In the  
Supreme Court

Defendants'  
Evidence

No. 16

John Vincent  
Stagnetto.

Examination  
- continued.



In the  
Supreme Court

Defendants'  
Evidence

No. 16

John Vincent  
Stagnetto.

Examination  
- continued.

Q. The arrangement

A. Yes that is right.

Q. Whose idea was that? A. I'm afraid it was agreed that they had to pay 250 Pesetas per month.

Q. That was something which happened after your father's death? A. Yes.

Q. A cheque for 25,000 Pesetas was made out by your brother, you and Mr. Norton, the three executors, and was passed to Mr. Benady? A. Yes that is right.

10

Q. You remember that after the sale was completed you deducted 150 Pesetas a month in respect of grocery debts and £4.3.4. for interest on the loan of £1,000. What effect did that have on what these two ladies were getting in? A. They always complained that we were deducting too much. They didn't want us to take too much.

Q. What would have been the result as far as the ladies were concerned had you deducted the 250 Pesetas per month? A. There was no possibility of deducting this amount otherwise they would not have enough to carry on for the rest of the month. They were always complaining that we were deducting too much.

20

Q. One last matter. After the sale the partnership business, or what had previously been the partnership business, did in fact go on occupying the premises it had occupied before? A. Yes.

Q. Until when was that? A. Until 1935.

Q. What happened to the shop part after that? A. After 1935 the remainder of the lease, I think it was about 8 years, was transferred to the Emporium Ltd.

30

Q. At what rent do you remember? A. It was at the rent of £50 per month.

Cross-  
examination.

Cross-examined.

Q. That is not the rent the Emporium is paying now? A. No. that was in 1935.

Q. Mr. Stagnetto just explain this to me. When your father made a loan to the Misses Abrines in

40

1923 of £1000 at the same time as he got from them the lease of 21 years. A. Yes we had a right to 7 years and the lease was turned into a 21 years lease and a loan of £1,000 was made to them.

Q. The loan of £1,000 was secured by a Life Policy and a mortgage on their life interest. Interest was charged on that loan of 5%. A. Yes.

In the  
Supreme Court

Defendants'  
Evidence

No. 16

John Vincent  
Stagnetto.

Cross-  
examination  
- continued.

10 Q. Regularly thereafter deductions were made from the rent to cover the interest and the premiums on the Life Policy. A. Exactly.

Q. You would not describe that loan as being in the nature of charity? It was an ordinary business transaction? A. Yes.

Q. When it came to this loan of 25,000 Pesetas at the time of the sale of the property to you, why was it that no interest was provided for? It was an ordinary business transaction? A. I don't know. It was not to a certain extent. I don't think it was.

20 Q. It was just a loan to help them out of their debts? A. Yes.

Q. The £1,000 loan was lent to them because they were hard up? A. Yes.

Q. They were always hard up? A. Yes.

Q. The 1,000 pounds that was lent to them because they were hard up. They were not so hard up in 1923 as later? A.

30 Q. Mr. Stagnetto, if they are being paid their income in Pesetas and the money they had to repay was in £'s. A. At that time the Pesetas was very high.

Q. But in 1923 and 1932 the Pesetas was steadily falling. The rent that you were paying for the shop was being paid in Pesetas. A. At that time 80% of the rents in Gibraltar were paid in Pesetas.

Q. The rent was being paid in Pesetas and the £1,000 they borrowed had to be repaid in £'s. That would mean they would get progressively poorer. A. Perhaps.

40 Q. Was your father would you say a charitable man? A. Yes, he was.

In the  
Supreme Court

Defendants'  
Evidence

No. 16

John Vincent  
Stagnetto.

Cross-  
examination  
- continued.

Q. Do you suggest that the 25,000 Pesetas was being handed over out of charity to these people?

A. No I wouldn't say so. Not out of charity, my father was sorry for them.

Q. The bond was never enforced? A. It could not be enforced. These ladies were in such financial circumstances, so bad, that it could not have been enforced.

Q. The bond was never in fact enforced and no repayment was in fact ever asked for? A. No.

10

Q. Because the financial position of these ladies was bad. Is that your answer? A. Yes we would get nowhere. What would have been the good of enforcing the repayment.

Q. You were not going to waste money on legal proceedings if there was no chance of getting the money back? A. Yes that's right.

Q. Is that true, Mr. Stagnetto? You in fact sued these ladies for the £1,000. A. That was my own money.

20

Q. If you tell my Lord that you didn't try to get back the 25,000 Pesetas because you didn't want to waste money on a useless judgment why did you sue these people for the £1,000? A. Yes. I took those steps on my own because it was my concern alone. As regards the other loan of 25,000 Pesetas there was six of us to be consulted before I could take any steps about it.

Q.

A. Perhaps I would not have taken any steps against them as I was always hoping they would be in a position one day to pay that.

Q. The £1,000 had been a loan made by your father hadn't it? A. By both my father and myself in February 1923, from the firm of Stagnetto Schembri. My father died and that loan became my own.

Q. As far as the 25,000 Pesetas were concerned. You told us earlier that it was not an ordinary commercial transaction. A. It was not an ordinary commercial transaction.

Q. You would not label it like that? A. No I would not label it like that.

Q. In what way was it extraordinary? A. It was a loan which they requested from my father, we never interfered in that. We just sanctioned that to honour my father's promise.

Q. It was a very funny sort of loan wasn't it Mr. Stagnetto? A. They could not fix any interest as they were hard up.

10 Q. It was a loan without interest and without security? A. Without security.

Q. Your previous £1,000 you had doubly secured, once by the Insurance Policy and once by the mortgage on their life interest. Now it is not doubly secured. A. I considered this loan of 25,000 Pesetas like many other loans we made to these ladies for sixteen years. We never charged them any interest at all.

20 Q. The loans you had been making for odd sums of 100 Pesetas, not sums of thousands of Pesetas. They were sums of such a small calibre that you were able to deduct them from the rent. A. Yes, that is right.

Q.

A. Really they were not in a position to charge them any interest.

Q. Miss Abrines has told us that she only consented to the sale of this property because she was in dire financial straits and was getting 25,000 Pesetas to pay off her debts.

A. I don't believe her.

Q. The two things came out together? A. What two things?

Q. What you have called a loan of 25,000 Pesetas and the sale of the property? A. A Memorandum of sale was signed when this loan cropped up.

Q. I suggest that the list of debts was shown to your father by Miss Abrines at the time she was discussing the sale? A. I think he was shown a list, not by Miss Abrines.

In the  
Supreme Court

Defendants'  
Evidence

No. 16

John Vincent  
Stagnetto.

Cross-  
examination

- continued.

In the  
Supreme Court

Defendants'  
Evidence

No. 16

John Vincent  
Stagnetto.

Cross-  
examination

- continued.

Q. There was a note somewhere of the debts which he had seen? A. I think I saw it also.

Q. Did your father tell you he had seen a list of the debts amounting to 24,000 Pesetas? A. Miss Abrines had a note of the debts of 24,000 Pesetas.

Q. Your father told you that the Misses Abrines had shown him a list showing debts amounting to 24,000 Pesetas? A. No.

Q. Your father never discussed with you any question of the terms of the loan that he had agreed with Miss Abrines: A. No he never did.

Q. All that he told you was that he had agreed to let them have a loan of 25,000 Pesetas so that they could pay off their debts? A. They requested a loan and my father promised to let them have it.

Q. After his death, when Mr. Isola discussed with you the question of completing the sale at the same time and at the same interview he discussed with you the question of making a loan of 25,000 Pesetas? A. Yes, exactly.

Q. You realised perfectly well did you not that the Misses Abrines were only tenants for life? You both knew that the house was subject to a trust and that they were only tenants for life? A. Yes.

Q. Did you think it would be in any way improper to pay money to the tenants for life as part of the sale price? A. I cannot gather that question.

Q. Did you realise that the purchase price for the property had to be paid to the trustees? A. To the trustees, exactly.

Q. You understood that? A. Yes.

Q. Did you think it would be a proper thing to make a further payment not to the trustees but to the tenants for life? A. What further payment are you referring to?

Q. Did you think it would be improper to make any payment? Do you understand what I am putting to you? A. I don't quite understand it.

Q. Did you think that if you paid the 25,000 Pesetas to the life tenants as a gift it would have been improper? A. No. It was a gift. You can make a gift to anybody if you want to.

10

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Q. Did you realise that in regard to trust property there were the rights of other people to be considered apart from the life tenants? And that after the death of these ladies other people would have a right to a say? A. They had the trustees to look after that.

Q. You realised, therefore, that it was trust property which had to be dealt with in the utmost good faith? A. Yes.

10 Q. You see Mr. Stagnetto, I want to see what your attitude was to this transaction altogether. Did you think you were under a special obligation to deal with it on a strict basis, to see that all the monies paid for the property went to the trustees? A. What money?

Q. The money paid for the property. You were under an obligation to repay 200,000 Pesetas. A. Yes.

20 Q. At the time when the trustees had agreed to the sale of the property that 100,000 Pesetas was worth a good deal more in pounds than when you paid it back? A. That was nobody's fault. It is a question of market price.

Q. In a commercial transaction you are perfectly entitled to take advantage of the fall in the pesetas but I suggest to you that when you knew that you were dealing with a trust where other people were concerned, it was not exactly a fair thing to do to take advantage of it.

30 Q. You say that so far as you were concerned you never had any discussion at all with Rosa or Maria Abrines about the 25,000 Pesetas? A. That is correct.

Q. In fact did you know that the completion of the sale of the property took place on the 21st July 1932? A. Yes.

Q. And the cheque for the 25,000 Pesetas was in fact paid over on the same day? A. Yes that is right.

40 Q. And you realised didn't you that both these transactions were going to be carried through together? A. Yes sir. I didn't attach any importance to that.

In the  
Supreme Court

Defendants'  
Evidence

No. 16

John Vincent  
Stagnetto.

Cross-  
examination  
- continued.

In the  
Supreme Court

Defendants'  
Evidence

No. 16

John Vincent  
Stagnetto.

Cross-  
examination  
- continued.

Q. Now you were an executor of your father's estate, one of the executors? You are still? A. I am still.

Q. And those 25,000 Pesetas were in fact paid out of the estate? A. Yes they were paid out of my father's personal estate. Monies due to the beneficiaries.

Q. Now I think it fair that I should put to you the comment that I am going to make on that. You see I suggest to you that if it was money due to the estate that your obligation to the estate to get it in was even greater than your obligation to get in the £1,000. Your duty as a trustee, of an executor of an estate is higher even than a duty to yourself. These bills refer to money paid out of the estate. A. They all agreed that the money should be taken from the estate. The money belonging to us, the beneficiaries.

10

Q. Of course, the property that was being obtained does that form part of the estate of your father. A. It does.

20

Q. So that the 100,000 Pesetas that were paid for the property likewise came out of the estate of your father. A. No.

Q. Where did they come from? A. They were set apart by my father for the purchase of the property.

Q. The contract of the sale was made out on the 27th April, before he died? A. My father died on the 23rd so it is from the 27th April until about the 18th May. He died on the 23rd May, so that he may have set aside 100,000 Pesetas for the purchase.

30

Q. In fact that money did come out of his estate. A. He was alive at the time.

Q. When eventually the mortgage was paid for that was also paid for by you and your fellow executors out of the estate? A. The money was set aside by my late father so there was no estate at the time.

Q. These monies formed part of the personal estate? A. Yes that is right.

40

Q. When it came to discharging the mortgage you discharged it as executors of the estate? A. Yes that is right.

Q. Until present history of the matter, the mortgage in fact of 200,000 Pesetas should have been repaid in 1937? A. I don't remember exactly.

In the Supreme Court

Q. In fact you didn't repay it until 1939? A. I don't remember.

Defendants' Evidence

No. 16

10 In the first place it was suggested to you by my learned friend that the £1,000 that were lent in 1923 were lent to these ladies to pay off their debts. There was already a £ mortgage that was the object of the £1,000. You remember that you told my Lord earlier that you had in your conversation with Mr. Isola; you and your brother and Mr. Norton, your brother-in-law, when the question of the loan of 25,000 Pesetas came up, you said make it interest free. Did you discuss with them the project of making it interest free? A. To be exact, I don't recollect.

John Vincent Stagnetto.

Cross-examination

- continued.

20 Q. Were you advised that where there is a contract of purchase of land in existence before the date of the death that the money which is .....

that the 100,000 Pesetas which were used to complete the transaction in July came out of real estate and not the personal estate? A. The said amount was set aside by my father.

No. 17

LEWIS RICHARD STAGNETTO

No. 17

Lewis Richard Stagnetto.

30 Q. When did you first hear of the purchase by your father of the property which is the subject of this action? A. I should say about approximately 4 weeks before he died.

Examination.

Q. And when did you first hear about the transaction concerning the 25,000 Pesetas? A. We had a meeting with Mr. Isola our solicitor and that is the first time I heard about it. We were informed about this loan which my father had promised.

Q. Is it the same interview your brother referred to? A. Yes.



In the  
Supreme Court

Defendants'  
Evidence

No. 17

Lewis Richard  
Stagnetto.

Examination  
- continued.

Q. Did you express any view about what should be done? A. I didn't hesitate to make this loan once it was the wish of my father to do it.

Q. How was that 25,000 Pesetas dealt with as between the executors of Lewis Stagnetto deceased, your father, and the beneficiaries entitled to the personal estate? A. They were all informed and they all agreed to make this loan.

Q. How was the accounting dealt with? How was the 25,000 Pesetas treated in the estates account? A. It came out of our share of the residue of the cash. 10

Q. The six shares? A. Yes.

Q. So that the bond is made out in the names of the six children? A. Really the estate has nothing to do with it. It is personal.

Q. A good deal has been made Mr. Stagnetto of the fact that the in the bond were never enforced. Would you tell my Lord how you understand that matter? A. Well, I knew by my brother that these ladies were very hard up for money. They could not really live on what they were receiving from the interest, on the other hand, they were being deducted the interest on the £1,000 so it would have been very hard on our part to press these ladies to pay 25,000 Pesetas. We could not have pressed these ladies to pay us. 20

Q. Mr. Stagnetto, the 25,000 Pesetas was treated was it not as a distribution of part of the estate. A. Yes, sir. 30

Q. As if it were distributed amongst you? A. Yes.

Q. Would you tell me this, you readily agreed to the 25,000 Pesetas going to Miss Rosa and Miss Maria Abrines because you understood that it was your father's wish? A. Yes.

Q. Did you also understand that it was also your father's wish that no interest should be charged? A. No we decided that ourselves.

Q. It is right isn't it to say that there was no written record of the promise made by your father? A. No. 40

Q. The first you heard about it you have told us was from Mr. Isola? A. Yes.

Q. Your brother had not mentioned it to you?  
A. No.

Q. Did you get the impression that Mr. John Vincent Stagnetto had heard of it. A. I don't remember that.

10 Q. Up to that moment he had not mentioned the matter to you at all? A. No. We were in different businesses.

Q. But you were on perfectly friendly terms?  
A. Yes, but we had different businesses.

Q. You were informed about the purchase of the property by your late father? A. Yes.

Q. Just about the time he entered into the contract of sale? A. Yes, about the same day or the following day.

20 Q. Didn't you raise any question about this when you heard for the first time that these 25,000 Pesetas had to go to these two ladies?  
A. Mr. Isola told us and I just accepted it as valid.

Q. You remember exactly what Mr. Isola told you?  
A. It was 27 years ago.

Q. You cannot remember exactly what you were told.  
A. Not exactly.

30 Q. You remember the substance do you. Tell us please? A. That my late father had promised a loan of 25,000 Pesetas to these ladies, the Misses Abrines.

Q. When had that been promised? A. I do not know that.

Q. Weren't you informed about that? A. No.

Q. At the time Mr. Isola told you about this, it was the same time as he was discussing the completion of the purchase of the property? A. Perhaps.

Q. You heard the evidence of your brother John this morning? A. Yes.

40 Q. And you heard him say it was one and the same interview? A. Maybe, I don't remember.

In the  
Supreme Court

Defendants'  
Evidence

No. 17

Lewis Richard  
Stagnetto.

Examination  
- continued.

In the  
Supreme Court

No. 18

HENRY JOHN STEPHEN NORTON

Defendants'  
Evidence

No. 18

Henry John  
Stephen Norton.  
Examination.

Q. Your name is Henry John Stephen Norton?

A. Yes.

Q. Do you remember when your father-in-law died?

A. Yes.

Q. You were appointed an executor under his will.

A. I was told when the will was read.

Q. Do you remember having a subsequent meeting in Mr. Isola's chambers? A. Yes.

10

Q. We have heard from Mr. John Stagnetto

A. I wanted to know how the position stood.

Q. What were you told by Mr. Isola? A. That the purchase had been effected and that it was real estate.

Q. Were you informed by Mr. Isola about a loan of 25,000 Pesetas? A. Yes.

Q. What were you told? A. That my father-in-law had promised a loan of 25,000 Pesetas to these ladies.

20

Q. Were you told anything about the conditions of this loan? A. No.

Q. Your wife is a beneficiary under the estate? A. Yes.

Q. Did you in fact discuss the question of the loan with her? A. I told her.

Q. Did she agree to make the loan? A. We knew that the loan was in fact secured by a bond and that the bond was interest free.

Q. How did that come to be decided do you know? A. No.

30

Q. Regarding the question of the interest free loan, did you agree that the loan should be interest free? A. My wife agreed.

Q. It was your wife who agreed to this loan being interest free? A. Yes.

Q. You were not concerned? A. No.

Q. Do you know whether or not this loan was re-covered? A. I know that it has not been re-covered.

Q. Do you remember in 1932 signing two cheques, one for 100,000 Pesetas and the other for 25,000 Pesetas with the other trustees? A. Yes.

10 Q. Do you know what was done with the cheque for 25,000 Pesetas? A. Not exactly, my brother-in-law was in charge of that.

Q. Have you ever seen the lady, Rosa Abrines? A. No not in my life.

Q. Or Maria Abrines? A. No not in my life.

In the  
Supreme Court

Defendants'  
Evidence

No. 18

Henry John  
Stephen Norton.  
Examination  
- continued.

No. 19

PAUL EMMANUEL CARRARA

No. 19

Paul Emmanuel  
Carrara.

Examination.

20 Q. What business were you carrying on in 1932?  
A. I am not quite sure if I was in 1932 acting as a broker because I was in 1908 to 1929 employed with John Risso & Sons and in 1929 I applied for Sworn Broker and I had four signatures, from Mr. James Russo, Mr. John Mackintosh, Mr. B. Sacarello and John Risso & Sons. This was granted to me immediately and I acted three years completely.

30 Q. Explain what a sworn broker is. A. The office of sworn broker in my case. When I was called by a seller or purchaser and gave him a figure for the property I took the figures of the rents and expenses, sanitary rates etc. and deducted from the whole rent of the premises and the shops

Q. What was the purpose of doing all that? A. To know the value of the property.

Q. For what purpose? A. For buying and selling.

Q. In 1929, 1930 and 1931 you were carrying on this practice? A. Yes.

In the  
Supreme Court

Defendants'  
Evidence

No. 19

Paul Emmanuel  
Carrara.

Examination

- continued.

Q. Describe the method used in those days for valuing a purchase of property that was let.

A. Rents were taken, expenses, sanitary rates divided by three. That you deducted from the gross rent and bring to months, multiply by 11 months because you leave one month for expenses of the house.

Q. What did you do with the result of that?

A. Multiply by 20 to get the value of the property.

Q. You were carrying on the business really of estate agent I suppose, were you? A. Yes, that's right.

10

Q. Did you know at that time the property which is now called the Emporium. A. Yes.

Q. Have you any idea of what the value of the Emporium property was in 1931? A. I cannot say now because at that time, in 1929, the value of the peseta was quite different than now.

Q. What do you think that property was worth in pounds Sterling? A. We did not do any valuation in pounds.

20

Q. The City Council valuation was in pounds Sterling? A. Perhaps the City Council could value it in pounds.

Q. You told my Lord just now that one method you used for calculating the value of the property was to take rentals, rates

Didn't you ever take into account any length of lease? A. Length of lease was rather different that the

Q. John Stagnetto had a grocery Shop there.

30

A. Yes.

Q. You may take it from me that at the time of the sale that is being discussed in this case, that shop was held by Stagnetto Schembri on a 21 year lease which had started in 1923. Having started that 21 year term in 1923 in 1932 you see there would be 11 years of that term left. The fact that there was left that 11 year term would that in any way, and if so how, affect the method of valuation you have just mentioned. Would the circumstances that the reversion was going to fall in in 11 or 12

40

years time, would that affect the method of calculation you have mentioned? A. I applied the same method.

Q. Just tell me this, if a shop is let upon a lease and it is quite clear that when that lease falls in there is an opportunity of getting a larger rent, doesn't that affect the value of the property?  
A. Yes, of course.

10 Q. When does that affect the value of the property, when the lease falls in? A. Yes.

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No. 20

ALBERT ISOLA

Q. We know from the documents in this case that you were concerned as solicitor in the sale of what is now the Emporium property by the Misses Abrines to Mr. Stagnetto, this sale being completed between his three executors. A. Yes.

20 Q. Did you at some time in about the third week of April 1932 have a discussion with the Misses Rosa and Maria Abrines and Father Doderro and Mr. Griffin?  
A. Yes.

Q. Did you, as a result of that discussion do something in relation to Mr. Lewis Stagnetto deceased?  
A. Yes.

Q. What did you do? A. I offered the property of the Emporium for sale at the price of three hundred thousand Pesetas.

Q. In his own shop. You went there? A. I went there, yes.

30 Q. You made the offer at the price of 300,000 Pesetas plus the question of leaving the 200,000 Pesetas as mortgage? A. Yes.

Q. Was that offer within the scope of your authority?  
A. Yes.

Q. Did Mr. Lewis Stagnetto have any part at all in the initial suggestion of the figure of 300,000 Pesetas. A. No.

In the  
Supreme Court

Defendants'  
Evidence

No. 19

Paul Emmanuel  
Carrara.

Examination

- continued.

No. 20

Albert Isola.

Examination.

In the  
Supreme Court

Defendants'  
Evidence

No. 20

Albert Isola.

Examination

- continued.

Q. What was Mr. Lewis Stagnetto's reaction to the offer which you made? A. As far as I can remember I think he said he would let me know on the following day.

Q. Did he let you know? A. Yes. He accepted.

Q. What did you do when you got his reply?

A. When I got his reply then I filled up the form.

Q. For whom were you acting when you filled up that form? A. Both.

Q. At some time short after that did you see a letter which had been written by Peter Russo?

10

A. Yes.

Q. A letter in these terms:-

A. Yes.

Q. How did that letter come to your hands?

A. Well the Misses Abrines brought it to me and Mr. Griffin.

Q. Not Father Dodero? A.

Q. Did you then answer that letter? A. Yes.

Q. Do you have a copy of what you wrote?

A. Yes, but not here.

Q. You wrote a separate letter to

Q. Did you have any negotiation with any person acting on behalf of Michael and Lewis Abrines in connection with the alleged under value?

A. I had a conversation with Mr. Russo.

Q. What was the gist of that matter? A. It is very difficult to remember but the gist of it was that it was the best price available.

Q. Was he satisfied? A. Well I wouldn't say if he was satisfied or not. I never asked him again after that. I wrote him that letter and after that letter I don't think the subject came up again.

Q. Shortly after that did you go to see the ladies at their flat above the shop with a view to getting them to sign the conveyance to carry the sale into completion? A. I don't think I went there about

that. Perhaps because prior to that I was told that they were not willing to complete and I went to see why they were not willing to complete.

Q. Did you see Mr. John Stagnetto on that occasion?  
A. I did.

Q. And did you subsequently have a conversation with Mr. John Vincent Stagnetto and did you tell him why the ladies were unwilling to complete? This in the course of a private conversation?  
A.

10

Q. By the end of this transaction you were no longer acting for the Misses Rosa and Maria Abrines. Mr. Benady was acting for them? A. Yes, that's right.

Q. Who was acting for the trustees at the end of the transaction, Mr. Benady or yourself?  
A. I was myself.

Q. You acted for Mr. Benady advised the tenants for life?  
A. That's right.

20

Q. Why was it that Mr. Benady and not yourself acted for the ladies? A. Well by the time I wrote a certain letter to the Misses Abrines, by that time Mr. Stagnetto had died.

Q. Is this the letter you wrote?

Q. Is what you state in that letter true? A. Yes.

Q. Was it as a result of that letter that Mr. Benady was consulted. A. Yes.

Q. You were aware of the arrangement to lend 25,000 Pesetas? A. I was.

30

Q. And that accurately represented your view of the matter? A. Yes.

Q. You will remember that shortly after the death of Mr. Lewis Stagnetto you read the will I suppose in the ordinary way, and subsequently you had several interviews with the executors. Did you in the course of this interview discuss the completion of sale? A. Yes. When I read the Will to the executors and to the rest of the family, that is the

In the  
Supreme Court

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No. 20

Albert Isola.

Examination

- continued.



In the  
Supreme Court

Defendants'  
Evidence

No. 20

Albert Isola.

Examination

- continued.

other brothers and sisters, I told them that this contract of 300,000 Pesetas had to be carried out by them and that that was money which was part of the real estate of the testator and therefore didn't belong to the children but to the grandchildren subject to the childrens life interest. Mr. Lewis Stagnetto had promised the Misses Abrines to lend them 25,000 Pesetas to be repaid with interest by instalment of 250 Pesetas per month. They were not bound to carry out this wish.

10

Q. between this transaction?

A. There was no connection.

Q. Between one thing and the other? A. No there was no connection. I was told by Mr. Lewis Stagnetto, he told me: "Prepare a bond for 25,000 Pesetas I am lending it to the Misses Abrines".

Q. When was that? A. Three or four days after the contract.

Q. Did anybody tell you to keep this matter secret?

A. No.

20

Q. Are you in fact able to tell my Lord whether it was known to Mr. Griffin and Father Dodero?

A. I can go further than that. Mr. Griffin asked me to get Mr. Lewis Stagnetto to increase it to 30,000 Pesetas.

Q. Did you know Father Dodero and Mr. Griffin well. A. Yes.

Q. Would you describe them as fraudulent rascals?

A. No, very respectable persons. Father Dodero was parish priest here and Mr. Griffin was a Justice of the Peace.

30

Q. Both persons of the highest repute? A. Exactly.

Q. After this matter had been mentioned by you to the executors I suppose in general, was anything done or said by the executors as to their willingness to carry it out? A. Yes, they agreed to carry it out.

Q. The 25,000 Pesetas were paid out of the personal estate from the How was that treated as regards distribution? A. It was paid out of the estate and paid out as if it had been paid to them and they had lent it to the Abrines.

40

Q. The obligation to repay it was an obligation which belonged to the six children? A. Yes.

In the  
Supreme Court

Q. For the last three weeks about of Mr. Lewis Stagnettos lifetime you were advising him in connection with the sale at the time that you knew about the 25,000 Pesetas transaction? A. Yes.

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Evidence

No. 20

Q. And during the period of two months after his death you were advising his executors about the sale. A. Yes.

Albert Isola.  
Examination

10 Q. Was there anything in connection with the 25,000 Pesetas which could possibly make the sale a dubious transaction? A. No.

- continued.

Q. Was anything said by these clients of yours to indicate that they thought it was dubious?  
A. I don't think it was dubious at all.

The system you have adopted is to take the monthly rents gross.

Cross-examined

Cross-  
examination.

20 Q. Mr. Isola, do you persist in saying that in your view the payment of the 25,000 Pesetas had nothing to do with the transaction? A. Yes.

Q. You did tell us that the first time you heard about the 25,000 Pesetas loan was from Mr. Lewis Stagnetto himself, a matter of three or four days after the contract of sale had been signed? That is to say about the end of April 1932. You were instructed by Mr. Lewis Stagnetto to prepare a bond? A. That is correct.

30 Q. Did you prepare it? A. It was prepared in my office either I did it or my managing clerk.

Q. Would you just tell us this. Did you regard this loan by Mr. Stagnetto of 25,000 Pesetas in connection with which as a matter of charity to these ladies? A. Yes.

Q. Didn't that strike you as strange? A. No.

Q. It was unusual? A. I don't think so.

Q. Do you know many business men in this City of Gibraltar who would be willing to give away that much money? A. Yes, many.

In the  
Supreme Court

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Albert Isola.

Cross-  
examination

- continued.

Q. He made a loan in 1923 at the time that he got the lease of the premises. He charged interest on that? A. Yes.

Q. Didn't you deal with the matter later on when you to act with Mr. John Stagnetto later A. Yes.

Q. Mr. John Stagnetto had made a

A. Perhaps, I don't remember now.

Q. You knew at the end of April according to your evidence that Mr. Lewis Stagnetto was making a loan to these two ladies out of a charitable instinct. You knew I suppose that they were in debt.

10

A. I knew that they were in debt and I also knew that he had already given them a lot of

Q. They were in dire straits and in need of the 25,000 Pesetas? A. Yes.

Q. Why was this delayed. The day of completion

Q. When you sent the Deed of Conveyance to Mr. Benady on the 18th July, 1932 you sent the bond for 25,000 Pesetas in the same letter? A. Yes.

Q. And went on to say that the until the considerations are paid. A. Yes, of course.

Q. So in fact the two transactions took place on the same day? A. They were completed on the same day.

Q. You persist then in saying that the two transactions were unconnected? A. As far as I am concerned.

Q. Mr. Isola let me ask you about this transaction. When the bond was executed ultimately on the 23rd July you sent the cheque to Mr. Benady for the 25,000 Pesetas. A. I believe so.

Q. We have heard from Miss Rosa Abrines that what her to sell was that she was getting the 25,000 Pesetas and she was in dire straits. It is a fact isn't it that between the signing of the

contract in April and the completion in July the life tenants were very reluctant to complete the sale, weren't they? A. They were at one time reluctant and then they agreed and then they went back again and this went on a long time. When we had probate ready this is the time that we approached her again.

10 Q. When you read the will to the family is it a fact that they asked you whether they were obliged to go on with the purchase? A. Yes.

Q. Did you at the same time tell them that their father had wished to advance 25,000 Pesetas to the life tenants? A. Yes. That their father had given me instructions to prepare a bond for 25,000 Pesetas which they were going to lend the Misses Abrines.

Q. One transaction took place

A. Mr. Stagnetto died about the 23rd May, we opened the will

Q. I suggest Mr. Isola that you told them about these two matters at the same time because you knew perfectly well that

A. No. I cannot agree with that. But what I can agree with you about because he knew that he was going to get his money back. Because there was a mortgage and out of the interest on that he was going to get his money back.

Q. And in fact that is what did not happen?

A. That is what I have learned lately.

Q. The nett annual value of this property at the date when you made these calculations on the city register was 450 odd pounds. That was based upon the fact that in 1920 when these properties were let on these rentals the Peseta exchange was 25 to the £ and taking 25 to the £ you have a value of just over for the rentals. Did you think of calculating the value of the property, which is trust property, to have taken the nett annual value? A. You are asking me that question from knowledge of what happened later. The majority of people who were purchasing property at Pesetas and it didn't mean that people could make a very good profit.

In the  
Supreme Court

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Albert Isola.

Cross-  
examination

- continued.

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Supreme Court

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Albert Isola.  
Cross-  
examination  
- continued.

Q. If rents were fixed in Pesetas in 1920 as they were here and the Peseta was gradually falling as against the £ that meant that by 1932 the Pesetas rent represented less than the true value of the property. Do you follow me? A. Yes possible. But that was the actual rent being received by the Landlord. When that lease came to an end an increased rent could be obtained.

Q. When a lease has only a matter of 10 or 12 years to run the fact that you can get a higher rent is a factor to take into account. A. That is precisely one of the factors I took into account in getting Mr. Stagnetto to pay the 300,000 Pesetas.

10

Q. When the City Council

A. I didn't agree with it. Of course not. It meant the rates going up.

Q. The rates on the property, of course, would have been assessed on the nett annual value. If the owner of a property feels that his property is wrongly assessed he can appeal? A. Yes.

20

Q. In fact in this case I suggest that Mr. Stagnetto didn't appeal against the assessment of  
A. I don't think that they knew what the assessment was. In those days people paid their rates and didn't think anything about it.

Q. Of course the rentals today are very different Mr. Isola? A. Yes.

Q. Do you recognise John Stagnetto's handwriting.  
A. I wouldn't know the handwriting, no. I thought you meant his signature.

30

Q. It isn't signed that document? A. No.

Q. It has got the stamp of Stagnetto Schembri on it. A. That's right.

Q. And it shows a conversion of Pesetas into Pounds? A. In 1932 at 44 Pesetas to the £.

Q.

A. I believe this is his signature. He usually signs John V. Stagnetto but here it is signed Juan Stagnetto but the document is in Spanish.

Q. .... that the fact that there was going to be a 200,000 Peseta mortgage would give him some security. The interest on the 200,000 Pesetas apart from that from every side at that time did it appear to you in any way that the ladies were only prepared to sell if they got their 25,000 Pesetas? A. There was no connection between the two transactions.

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Q. The nett annual value appeared in the City rate books. Were their about in 1932?

Albert Isola.

Cross-  
examination

- continued.

No. 21

CHIEF JUSTICE'S NOTES OF EVIDENCE

No. 21

Chief Justice's  
Notes of  
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Claim in respect of land and buildings known as No.393, 394 and R. No.599 and 600 in Main Street, Gibraltar.

9th February  
1959.

Ashe-Lincoln Q.C. and L. Peralta for Plaintiff.

J.L. Arnold Q.C. and L. Triay for Defendants.

Ashe-Lincoln opens:-

Property. Agreed plans. Relates facts. Involved. Family tree. Children unmarried. Rosa about 86. Trustees realised interests and bought property. (The Emporium). Freehold. Refers Will of Abrines. Life interests for Rosa and Mary. Failure to children of Joseph and John. Tenants for life sold in 1932. Claim to set aside. Fraud of powers. Not bona-fide. Court could set aside. Equity. Serious charge. Look at end result (Lord Simon). Price of acquisition. £4800 or thereabouts. Gross undervaluation. Even of original price. Covenants of contract.

Tenants for life and L. Stagnetto. Latter died before sale. Completed by Executors. Falling peseta. Mortgage paid at devalued rates. Abrines family. Refers statement of Rosa. Evidence Ordce., 1954. Produces medical certificate. First disclosure of side transaction. Settled Land Act 1882. S.3.

In the  
Supreme Court

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Chief Justice's  
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9th February,  
1959

- continued.

Power to sell. S.4. Best price. S.6. Scheme of act. S.7. Best rent. Important where side payments concerned. S.20(1). S.45. Notice to trustees. S.53 & 54 Particular reliance. Fiduciary capacity. Purchaser implicated. Best price again. Good faith. Requirements absent from this transaction. Valuation by Isola. Acted for purchaser. Doc. 14 & 15. Method of valuation. Twenty years purchase. 1920 rents basis. Exchange fluctuation. Agreed at 44 in 1932. 26 in 1920. Underselling the property. City valuation. £454 p.a. Undervaluation. True nett annual value higher. About £550 p.a. Not the best price obtainable. No compulsion to sell. Induced by side transaction. Life tenants in debt. Admitted. 25000 pts. a gift. Not a loan. Loan a fiction. Treated as a gift. No demand for repayment. No interest. Clearly a gift. concurrent. Purchase price to trustees. Left flat after transaction. Losing by selling. Only gained gift. Bond (doc.23). Completion date. Delay. April to July. Tenants for life reluctant. Pressed by Isola to complete. No coincidence. Isola's letter (doc.19). Isola advised separate opinion. Went to Benady. Letter shews tie. Conveyance and bond. Completion at same time. (doc.20). Letter to Benady from Isola. Relates to debt for groceries. Deductions from int. payments. No set-off from interest payments. If a loan to person in fiduciary position would be a breach of trust. Trustee must not make profit of any kind.

10

20

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Arnold:

Can there be any possible cause of action. Children of John Abrines. Louis R. Abrines. Deceased. No consent to cause of action. Action can only belong to Exors. of L.R. Abrines.

Ashe-Lincoln:

No objection on pleadings. Point not taken. No denial. Action open to any interested party. Will prove has an interest.

Arnold. Asks for representation order. Order XVI. Representation order - terms to be settled by counsel.

40

Louis Ernest Abrines on oath:- 2 Gavino's Passage. Louis Richard Abrines father. His father John Abrines. Brother of Richard and Joseph. Family

tree on my instructions. True state of family. Father died 12.1.1950. Identifies Will. Self, mother and brother executors. Loan of 25000 pts. First knowledge confession. Two months before statement made to Benady. Identifies signatures. First time heard of side transaction. Remembers Father Dodero and Mr. Griffin. In 1932 was about 12 years old. Statement. At time no proceedings commenced. Rosa cousin. Visited frequently. About 82 in 1954. Said wanted to tell me something on her conscience for a long time. In consequence asked if willing to make statement to a solicitor. I went to Benady with her. Heard her statement to Benady. Saw it typed. Saw her sign. Saw Benady and Parody sign. In July 1954. Issued writ Oct. 1955.

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1959

- continued.

XXd: Visit to lawyer 9 July 1954. From date on document. Disclosure more or less 2 months before. Para 10 of S/Claim incorrect. My idea matter be embodied in statement to lawyer. Thought it proper. Don't know why. Discussed with no one between visits. Did not tell my mother. Not sure did not tell her. Do not remember if we discussed effect on Emporium property. No question of upsetting sale discussed with mother. I arranged for visit to Benady. Perhaps with my mother. Arranged with Benady himself. Acting as my solicitor. Was hers too. Do not think Benady sent a bill. Gave no legal advice. Not to us or Rosa. Arranged appointment with Benady some time before. Possibly a couple of months before. My aunt not well at time. Sometimes felt ill. Made appointment two or three days before. Misunderstood. On day of appointment met Rosa on way. Arrived together. Saw Parody first. Went into Benady's office. Benady Rosa and self present. Parody called later. To type statement. Don't think Parody there the whole time. B. wrote in longhand. Do not remember if I said anything to Rosa in office before statement taken. Cannot remember details. Do not remember if she was shown any document. Rosa required no assistance. Not questions and answers. Benady took notes. I do not think I said anything. Cannot say how long interview took. Did not discuss sale of Emporium with father. Only a boy. Remember father disgusted at sale. Do not know if father consulted broker. Father and Uncle consulted a lawyer. P.G. Russo. Do not know what advice they received or what further steps they took. I did not think about sale until Rosa's confession. Mother



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- continued.

did not mention. Later realised had grounds for action.

Re-exam: Do not know what advice Russo gave father about sale. Benady Rosa's solicitor. Originally asked for appt. two months or so ahead. Appointments made but could not keep. Went when able to go. Statement not made with any encouragement from me. Statement accords with what Rosa said.

Joseph Parody on oath: Benady's clerk. Identifies document dated 9.7.54. I witnessed it. In her presence. Only present when lady signed. 10

No XXn.

Frederick Richard Morrison on oath:- City Valuator. Since 21.3.58. Have file relating to Emporium property. Gives n.a.v. for 1920. No alteration until 1936. 3 portions - £336, £89.17 and £28/9. Total £454/6. Valued in 1920. In 1936 £500, £136/10. Total £636/10. Deduction for n.a.v. Deduction 136th of gross value for shop and one house. 1/5th in respect of other shop. In 1936 1/6th deducted all though. Capital value. Official system to multiply n.a.v. by twenty. 20

XXD: Compensation for death duties etc. Chartered surveyor. 1920 figure. Total of dwelling portion £118/6. Trifling increase in dwellings. Substantial increase to shop part of premises. Shop rental was £50 monthly in 1936. 800 pts. monthly in 1920. Rate 25 pts. £32 monthly. Rateable values expressed in pounds. Rent is basis of rateable value. Valuator formerly held bound by this. Conversion in 1920 at 25 p. to £. Ruling rate. In 1932 presumably calculation would have been at rate of 45 pt. About  $\frac{3}{8}$  rateable deduction. Capital value compilation. Not a good system to base on rateable values. For commercial price would take actual rental as a guide. Years on unexpired lease does not affect us under present system. Would be a factor for a purchaser. Official practice largely theoretical. Not same as private practice. In 1932 if 42 pts. to £. Property let at 1375 p. Outgoings 1350 p. p.a. Appropriate to take 1 month for repairs. 20 years factor for purchase. 233.600 pt. 30

Re-exam: Not necessarily greater value in 1932 than 1920. Not conversant with conditions then. 40

£ value might increase with fall in peseta. Probable increase in value a factor for a purchaser in computing capital value.

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Ashe-Lincoln: Rosa Abrines Statement admissible. Unfit. Medical Certificate. No evidence statement at time proceedings pending or anticipated. Old lady. First disclosure. Proceedings in consequence of statement.

Chief Justice's  
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1959

10 Arnold: Agree appearance unwise. Serious allegation. No opportunity to XXn. Evidence could be taken at her home.

- continued.

Court: Agree to evidence being taken before Court sitting in her home - provided no med. objection.

20 Ashe-Lincoln: Chandler v. Bradley (1897) 1 Ch. 315. Bribe to obtain lease. Best price not obtained. p.320. Definition of good faith. Mutatis mutandis to this case. S. 53-54 not complied with. Hatton v. Russell (1888) Ch. Vol. 38. 344. Tenant for life. Trustee. S.53. Purchaser need not go on. Mogridge v. Clapp (1892) 3 Ch. 382. Kay L.J. 396. p. 401. Dictum. 554. Stagnetto not acting in good faith. Handman and Wilcox Contract. (1902) 1 Ch. 599. Whole transaction damnified. Void or voidable lease. Sutherland v. Sutherland (1893) 3 Ch. Interests of remaindermen. p.187 S. 53. Transaction as whole. Did trusts for life have regard to remaindermen. Was it sale for benefit of estate. Admitted documents. (Doc.27). Mortgage in pesetas paid at depreciated rate. (Doc.29). Account of mortgage. £2453.11.3. Rate 84 to £. in 1939. Trustees refused sum. Subsequently accepted. P.C. decision. No complaint. Matter of history. Interrogatories part of case. (reads defts. answers).

30

Representation Order agreed. Copy filed with proceedings.

40 Arnold - Submissions of law. Machinery of transaction. 27.4.32. Memo of agreement signed. By tenants for life. Rights finally and unalterably agreed. Bargain complete. Property passed. Only notarial act remained. Important consideration. Vatcher v. Paull (1915) A.C. 372. Twenty-four year case. Most people concerned dead. General presumption of good faith. Reasonable explanation. Lord Parker. p.318. Suspicion not enough. General

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approach. S.L.A. Tenant for life may sell. Make agreement for sale. Power exercised on 27.4.32. S.3(1). S.4(1). Best price. Co-relation. S.6 & 7(2). Best rent. S.20. Selling and conveyance. "Sold". Gives effect to sale. S.35. Looks back to S.3(1). Consideration decided on. April 1932. Case cannot start unless price shewn not to have been best price. Chandler v. Bradley. Not applicable here. Money lent and not given. Vital distinction. No suggestion sum payable as early as April 1932. Sutherland not this type of case. S.54. Protection of purchaser. Bring home guilty knowledge to purchaser. Chandler case. Manley correspondence. p.321. Warning to Chandler case. No suggestion that defendants knew of matter or interest. At worst defendants must succeed here. Morrison's evidence Official calculation and commercial transaction. On rental basis no suggestion of undervalue. Calculation as to purchase price on 1932 basis. Take actual not 1920 rent. S.54. Hurrell v. Littlejohn (1904) 1 Ch.689. Undervalue not sufficient to invalidate. Best price only an element. Must find S. acting in bad faith in 1932.

Pleadings. Inconsistent stories. Ancient transaction. Claim of fraud. para.3. Stagnetto offered 100000 pts. "later" Rosa yielded. para. 4. Agreement and secret agreement on 27.4.32. para.8. 21.7.32. Separate payments made and Bond executed. John Vincent Stagnetto. Contemporaneous facts. Particulars obtained. Number of versions. Nearly two years for delivery. Now 25000 not 100000. Each. Date of offer. Sometime in beginning of 1932. First refusal. Refusal now said to be 27.4.32. Question of payment. para 8 of s/c. Payment made in cash. About 31.7.32. Para. 7 of Particulars. Further particulars. Fuller and different. para.2. 25000 for both. Offer made on or about 27.4.32. Day sale made. Oppression during one day or thereabouts. "Thought not right" on same day. Oppressed by debts. para. 6. Secret agreement. Same date as offer etc. para. 7. Payment made in cash in flat occupied by Rosa. para. 8. Rosa alone. Statement at time. Last alteration. Payment antedated to 21.7.32. Payment by cheque. Isola to Benady. A different story. Approach with suspicion and reservation.

Adj. until 10.45 for evidence to be taken from Rosa Abrines at 8, Engineer Lane.

Rosa Abrines: Daughter of R. Abrines. Life tenants of property. Lived in flat. We were in debt. Mr. Stagnetto gave us some money. 5000\$. Not very sure. 4000 or 5000\$. All very kind to us. Knew we were in debt. So offered the money. I agreed to sell house. Sister eventually gave in. Did not like at first. We hadn't money. Wanted to sell house. No money for necessaries. Suppose I signed agreement. Don't remember. We agreed to give up the flat. Do not remember giving a statement to Mr. Benady. We did not get money ourselves. Debt paid with it. Do not remember signing a Bond. Gave him names of people to whom we owed money. Did not think money repayable to Stagnetto.

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Court:- 86 years of age.

XXD:- Plaintiff told me sum was 5000\$. In 1932 not on good terms with plf's father. About time he started making a law suit. We talked it over for several days. Did not talk of law suit immediately. Cannot say how long afterwards. Never told plaintiff or anybody that Mr. Stagnetto gave me the money. Into my hands. Never told anybody Maria and I had 100000 pts. Lewis paid me the money. Sure. Do not know what "execute a conveyance" means. Do not remember signing any document. Remember Michael and Louis. And Pedro Russo. Do not remember receiving a letter from him. (Doc. 19 produced). Trustees at that time willing to sell for 300000 pts. Trustees Father Dodero and Mr. Griffin. They agreed as they signed. Do not remember all going to see Isola. He was my solicitor, except at end. Stagnetto very willing to buy.

Do not remember meeting John Vincent. Father came to flat and said would like to buy. Stagnetto thought of price of 300000 pts. Sure of it. Between suggestion of payment and agreement to sale. I first refused a proposal about a year before. Later I was in stress. Do not remember Michael or Louis saying sale was for too little. We did not tell them sale price. Now remember they complained after sale. Knew they opposed everything we did. Do not remember they said we were getting too little.

Remember selling half share of property in J. Mackintosh Square. After Emporium transaction. I think so. Not sure. Could not have been two years before. Remember other flat in upper part of Emporium premises. Forget name of occupant. Another

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flat on same floor. Forget tenants name. There for some years. Upper flat brought £4 I think. Do not remember how much shop and other tenant paid. Money important. What I wanted was to pay my debts. Do not think got more income after sale of property. Forget exact figures. Living rent free in property. Paid ground rent and rates. Forget getting mortgage interest. Stagnetto paid something every month. Do not remember deductions. Do not remember Bond at all. Father D. and Mr. Griffin. Not sure if they knew I was getting 5000%. Probably I told them. I would tell Father D. anything. Same with Griffin. Like a friend. Did not say I was doing wrong. Nor did solicitors. I did it because I had no money whatever. "Why should I accept money without any reason". Stagnetto always kind to sister and I. Borrowed small sums from year to year. Remember we had a maid then. Several maids. Forget their names. Used to go to shop. To borrow small sums of money. Never refused. Very kind and generous. Father D. and Griffin keen on selling and approved idea. 10 20

Re-exam: L.S. asked me a year before and I refused. Later came and I put the price. I suggested the price and Stagnetto agreed immediately. Lewis S. wanted to keep payment of 5000% secret. I did not understand the money being lent to me.

I did not think sale of house a benefit to us. I sold to get out of debt. With the money they gave us. The money went to Mr. Benady. I told nobody except Louis (plaintiff) lately. Sale had been "done" for twenty years. Did not think anything could be done about it. I did not like to have done it, but very worried about those debts. Did not like to have taken money. 30

Court sitting resumed.

Arnold Q.C. refers to allegations of undue influence and fraud.

Ashe-Lincoln Q.C.: Undue influence. Not pursued. Lack of bona-fides. Fraud in equitable sense. 40

John Vincent Stagnetto on oath:

A defendant. Up to 1932 carried on business in partnership with father. In Emporium premises.

Let to partnership for 21 years from 1923. Rosa borrowed small loans from shop during month. Always gave loans. Deducted from shop rent. 1923. £1000. Lent on security of life policy. Both ladies. And a mortgage on life interest. (Doc.8). Interest and premiums payable. Deducted interest from rents. After sale in 1932 executors paying interest on 200000 pts. Interest for £1000 deducted from interest due on the earlier mortgage. Continued until mortgage redeemed in 1939. Interest on mortgage not paid after 1939. I have continued paying premiums. Now due £1429 odd. Ladies agreed to pay another debt at 150 pts. monthly. This paid off by 1939.

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20 First idea of purchase early May 1932. Had a conversation with Rosa and Maria. Latter part April. In Main Street. Near Royal Bar. They approached me. Told me had decided with Trustees to sell the property. Asked if we were interested. I went to my father's office. I told him what ladies said. My father was surprised. Question had not arisen before. Knew nothing of the Memorandum of Sale. Not present when signed. Heard of it a few days later. Said price 300,000 pts. I knew Mr. Isola then. Remember his visit to shop. Early May 1932. Isola arrived. Late evening. Told me going to Misses A. with conveyance to be signed. He went upstairs. Saw him about 20 m. later. Said one of ladies refused to sign. Due to pressure from one of her relatives who said could get better offer.

30 After that I saw father about sale. Father said house bought at 300000 pts. 100000 pts. to be paid in cash and 200000 left on mortgage at request of Trustees. Said Miss Abrines had requested a loan, to pay certain debts. Father said debts about 24000 pesetas. Excluding about 7900 pts. owing to grocery. Had produced list of debts. Said arranging with Isola and willing to make loan. Spoke of instalment of 150 pts. for grocery debts. I never spoke with Misses A. about loan. Never spoke with them about Bond. Will read after father's death. Remember meeting between Exors. and Isola in his Chambers. Asked if must complete sale. Isola said we had to. Isola told us of 25000 loan. Said father had promised to make it. We agreed to honour father's promise. I consulted with all beneficiaries. All agreed. No mention of interest on loan then. Agreed loan should be interest free. We Exors. in Isola's chambers. Idea of repayment at 250 pts. agreed after father's death. Cheque drawn by Exors' passed to Isola who sent to Benady.

50

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With full deduction Ladies could not carry on for the rest. After sale I became owner of partnership business. Business continued in premises until 1935. Then remainder of lease transferred to "Emporium" at £50 p.a. In 1935.

XXd: Not rent "Emporium" paying now. 1923 loan. At same time as lease for 21 years. Loan made at same time. Secured. Double security. Interest at 5% Deductions made from rent to cover. Ordinary business transaction. Later loan. Do not know why interest provided. Not an ordinary business transaction. £1000 loan because they were hard-up. Not as much in 1923 as later. Peseta falling between 1924 and 1932. Rent for shop paid in pesetas. Interest repayable in sterling. Father a charitable man. Loan not out of charity. Covered by a Bond. Not enforced. Could have been. Ladies situation too bad for enforcement. No repayment ever asked for. No chance of recovery by legal proceedings. We sued for the £1000 and interest. My own money. Beneficiaries not concerned. As in case of the 25000 pesetas. Hoped ladies one day in position to repay, 25000 pts. a loan sanctioned by my father and we honoured it. No interest. No security. Provision for repayment. Considered it as other small loans made to the ladies. Small sums. Not thousands. Deductable from rents due. Do not believe Rosa's story of connection between sale of property and loan. Father did not tell me he had been shewn a list of debts. Did not tell me terms of loan agreed with Misses Abrines. Said loan to enable them to pay off their debts. Knew Misses A. only tenants for life. Knew purchase price to be paid to Trustees. Do not think a gift would be improper. Not a gift in fact. Utmost good faith necessary to deal with trust property. They had Trustees to look after them. Later obligation to pay 200,000 pts. as mortgage. When had to pay value changed. Nobody's fault.

Adj. until 3 p.m.

XXd contd: No discussion at all with Misses A. about the 25000 pts. Knew date of completion of transaction. Cheque for 25000 pts. paid on same day. Knew transactions were to be carried through together. I am an Exor. of father's estate. 25000 pts. paid out of father's estate. Money due to beneficiaries. Property obtained formed part of father's estate. Purchase price set apart by

father for purchase of the land. In fact money came out of Estate. Mortgage paid out of part of personal estate. Discharged as executors of estate. Mortgage was repaid in 1939 (doc.16).

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10 Re-exam: Object of £1000. (see docs. 9 & 10). An existing mortgage of £900. Interest on 25000 pts. Do not recollect if I discussed interest free question with other beneficiaries. Will (doc.13) deals with personal estate and real estate. Clauses 8 & 9.

Lewis Richard Stagnetto on oath: Second Deft.

20 First heard of purchase about 4 weeks before father died. Heard about 25000 pts. at meeting with Isola. Did not hesitate to agree to loan. Wish of father. All beneficiaries informed and agreed. Came out of cash residue. Bond in name of the six children. Obligations not enforced because Ladies hard-up for money. Could not live on income. With deduction of interest. And premiums.

30 XXd: 25000 pts. a distribution of part of estate. We decided no interest ourselves. Did not understand father's wish. No written record of father's promise. First heard from Isola. Brother had not mentioned before. Different business to brother. Not much connection. Father informed me of purchase of property. Did not argue about the 25000 pts. 27 years ago. Remember substance. Father had promised loan of 25000 to the Ladies. Not informed when. Same time as question of purchase of property discussed. One interview.

No re-exam.

40 Henry John Norton on oath: Third deft. Remember death of father-in-law. Executor under will. Read at deceased's house. Remember subsequent meeting with Isola. Asked about position of completion of sale. Told purchase effected and real estate. Informed about a loan of 25000 pts. Father-in-law had promised. Not told of conditions. Other beneficiaries consulted. Wife a beneficiary. Told her of loan. She agreed. Loan secured by Bond. Do not know why interest free. My wife agreed to interest free loan. Loan not recovered. Signed the cheques in 1932. Drawn on Estate. One for 25000 pesetas. Never seen Rosa Abrines in my life.

No XXn.



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Paul Emmanuel Carrara: Preceding 1932 was a sworn broker for three years. Acted to find values of property for buying and selling. Gave up in 1931 or 1932. Method based on gross rent, deduction for rates etc. Multiplied net figure by 11 months, then by twenty to bring value of property.

XXd: Business of estate agent. Know the Emporium. Cannot give value of Emporium in 1931. Based my transactions in pesetas. Did not transact business in leaseholds. Only freeholds.

10

Re-exam: Have dealt with leases for terms of years. Government leases. Remember grocery shop in present Emporium. Same method in spite of remaining term of years in lease. Few years remaining would affect value of property. When lease falls in.

Albert Isola on oath: Q.C. Concerned in Sale of Emporium property. In 1932 had discussion with Misses Abrines and Father Doderio and Mr. Griffin. As a result did something. Offered property of Emporium for 300000 pts. In his own shop. Made offer at that price with 200000 pts. on mortgage. In scope of my authority. Lewis Stagnetto had no initial part in suggesting figure. L. Stagnetto accepted offer the following day. On 27.4.1932. Filled out form. Then acting for both sides.

20

Later saw a letter written by Pedro Russo (doc.P.19). Brought to me by them all, except Father D. Answered that letter. By two letters to P.G. Russo. Stating price reasonable. (letters put in - Exs. 3 & 4). Had conversations with Russo about complaint. Gist that was best price obtainable. No better purchaser found. No further discussion. Later went to see Ladies. To find why unwilling to complete. Do not remember conversation with John Louis Stagnetto. At end of transaction no longer acting for the ladies. I still acting for Trustees. Benady for tenants for life. Stagnetto had died when I wrote the letter of 6th July, 1932. (doc. P.1). Statements in letter true. Reason Benady consulted. Knew of arrangement to lend 25000 pts. when I wrote. Interview with Exors. Discussed completion of purchase. Told them contract must be carried out. Paid out of real estate. Belonged to grand-children, subject to life interest. Told of promise to lend, repayable by instalment of 250 pts. Matter on which they had discretion.

30

40

Father's wish. Not bound to lend legally. No connection between sale and loan. L. Stagnetto told me to prepare bond. Three or four days after contract signed. Not told to keep matter secret. Father Dodero and Mr. Griffin knew about it. Griffin asked me to try and get loan increased to 30000 pts. Knew them well.

10 Very respectable persons. Father Dodero the parish priest. Of highest possible repute. Exors. agreed to carry out loan. Paid out of personal estate. To six children. Bond made to the six children. Obligation to repay obligation belonging to the six children. Advised both St. and Exors. about sale when knew of loan. No advice that transaction might be dubious. Did not consider it so.

(Docs.14 & 15) in my handwriting. System of calculation as appear in documents. (Ex.14). To show what investment represented. Made it for Stagnetto.

20 XXd: In my view payment of 25000 pts. nothing to do with this transaction. First heard of it from Stagnetto after contract of sale signed. Interested to prepare Bond. Have a copy in general register. Regarded as a matter of charity. No interest. Not strange. Not unusual. Knew of £1000 loan. With interest. Made by John Stagnetto. Knew ladies in debt, and had had a lot of credit in the shop. In need of the 25000 pts. Dire need. If sale had not gone through money could not have been lent because could not recover from interest.

30 Bond and conveyance sent in same letter. Held in escrow. Completed on same day. Still say unconnected. Between contract and completion tenants for life reluctant, then agreed, then reluctant to complete. Probate took a month or so. Told family must go on with Purchase. Told them about loan and instructions to prepare Bond Duty to speak of both transactions. Not because there would be no completion unless loan made.

40 Used to dealing with property in Gibraltar. N. a. v. at date of my valuation was £450 odd. Based on 25 pts. to £ in 1920. In 1932 property dealings mainly in pesetas. Rents priced in pesetas. Peseta rent may have represented less than value of property. Possibility of increased rental at end of lease. Did not agree with City Council valuation policy of calculating at 25 pts. to the £.

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No appeal by Stagnetto against Valuation. Not familiar with handwriting of John Stagnetto. (doc.6). Presume signature on (doc.7) is his.

Re-exam: Degree of connection between transactions was interest as security. No other connection at all. Not in case ladies not prepared to sell without loan. No purchasers in 1932 prepared to do business on basis of n.a.v.

Arnold: Isola's evidence. Cannot regard as fraudulent. Impugned dead persons concerned. Fraud. Proof by criminal standard. No balance of probability. What evidence? Rosa Abrines. Recollection. No possible reliance. Remembered no signature of document. Nor sum paid. Plaintiff told her 25000 pts. Idea of selling twelve months before sale. Doubts as to J. Mackintosh sale. No co-relation with time. Said payment made by Lewis Stagnetto. Forgets death. Forgets bond. How can particulars be explained. S/Claim, para. 8. What evidence? Not pursued in XXn. What evidence of payment of 200000 pts. Secret agreement? Fact disclosed to Isola by Lewis Stagnetto. Knew Isola acting for Trustees. Thought nothing wrong. Nothing in fact wrong.

10

20

Underestimation. Based on theoretical proposition. Multiplications of n.a.v. No Estate agent supports. Refuted by Morrison. Isola's letter to P. Russo explodes theory. Isola clear on appropriate method. Same as Carraras method. No evidence of sale on plaintiffs' basis.

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Adj. until 10.30 a.m.

Arnold continues: Loan. At time of sale. Secrecy gone. Fraud. Opened as fraud. Later equitable fraud. Ordinary fraud alleged. Timing. Made at same time as sale. Three witnesses. Defence. Isola. After terms of sale negotiated. No evidence to contrary. Not at or before sale agreement. Could not have affected sale. S.4(1) was complied with. Court cannot infer best price not obtained. Rosa considers sold to enable her to pay debts. Loan to pay debts. Jumbled up in her mind. 27 years ago. Sale completed before arrangements for loan. Evidence quite worthless. Inconsistent memory. Only source of case. "Cousin (Plf) tells me." Early refusal of proffered loan. No proof.

40

No evidence. Idea of sale from Abrines side. Sequence of events. Isola in charge of negotiations. No knowledge of loan. Could not affect terms of sale. Initiative on Stagnetto side allegation disproved. Facts clear. Stagnetto surprised to hear about purchase. Trustees keen on selling. Long history of financial assistance to the ladies. (doc.6). Generosity. No interest. Para. 4 of S/C. S.L. Act. No evidence at all. And in para. 5 of particulars.

10

Later facts. Making of loan. Honouring father's promise. Reason for non-enforcement. 1939. Payments for groceries stopped. Mortgage paid off. Judgment in Court. Nothing recovered. Isola on connection between transactions. Exors. did not enforce payment of bond. Exors. not entitled to enforce. Cash from Estate made available by beneficiaries. The six children obligors.

20

S. 54 S.L.A. No evidence that anyone had reason to suppose everything not honest and straightforward. Isola fully in the picture from start. Clear evidence. Nothing wrong. No actual bad faith. Probity.

Thomas v. Williams 24 C.D. 558, 566. Tenants-for-life. May derive benefit from sale. Comparison as regards income. (doc.14). Sale on 20 year basis. 5% return. Mortgage rate 5%. All square as to 200000 pts. Income advantage on payment of 24500 pts.

30

Accusation of advantage from exchange. No preknowledge of 1939 rate of exchange. More favourable basis if held sterling. Wrong suggestion. Neither activities or preknowledge.

Serious allegations. Demeanour of witnesses. Flimsiest material. Asks to be cleared of allegations. Waived professional privilege.

A. Isola recalled by Court: No copy of Bond.

40

Ashe-Lincoln submits:- Argument on wholly false proposition. One rock. Tenant-for-life received a side benefit. Not allowed by any Court of equity. Cardinal principle of equity. Lewin on Trusts. No personal advantage. Received 25000 pts. "had to sell because in dire straits." If so influenced received a side benefit. Invalidates transaction.

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Principles of equitable law. S.L.A. S. 53 and 54. s.53. Interests of all parties under settlement. Tenants for life forced by dire poverty. Not interests of remaindermen. Evidence that Father D. wanted increase. Whether they knew or not does not matter. Bare margin after debts paid. Benefit for life tenants. Common sense. Clearest benefit. What benefit to sell if no side benefit. No evidence supports calculations. In fact to disadvantage of tenants-for-life if transaction a loan. Isola's evidence. Payment out of mortgage interest. 200000 pts. gave income of 835 pts. monthly. Had to pay 400 pts. monthly. Add 300 pts. on gross at 5%. Leaves 700 pts. for two. And loss of free flat. Rosa said advantage a gift. No benefit on loan basis.

10

No difference in law if loan or gift. Basic principle. No benefit. Thomas v. Williams does not suggest intention. p.566. May deal with Estate but not entitled to make an immediate benefit. If any profit Court of equity will assume not b.f. exercise of duties of trustees. Inducement throws doubt. Chandler v. Bradley. Lease at proper rate. Small inducement. Words apply mutatis mutandis to this transaction. Not suggested Stagnetto knew or thought he was doing wrong. (But see para. 4 of S/Claim). Fraud used as understood in equity. Inconsistent with duties of trustees.

20

Vatcher v. Paull irrelevant. p.382. Lord Parker. Question was fraudulent misrepresentation. One party dead. Case not pleaded as conspiracy. Secret agreement. Accepted on both sides that remaindermen did not know about transaction.

30

"Other loans without interest". £1000 loan bore interest. Not expected on small loans.

Agree initiative from Isola and Stagnetto. Later reluctance by ladies to go on with sale. After Stagnetto's death exors not keen to carry on with the transaction. Situation after death. Threatened action for specific performance. On sale ladies would get the 25000 pts. Letters exchanged with P. Russo. Dates to be observed. May. After signature of agreement for sale. No reference to 25000 pts. in evidence. Side inducement. Part and parcel of the sale. Rosa's evidence consistent with other facts. Time-table. Isola told to prepare bond. Three or four days after memo of sale. Isola not a party to arrangement about loan. Urgency for

40

money. Loan could have been made earlier. Isola's reasons. Stagnetto knew before his death sale bound to go through J. Stagnetto's evidence of transaction. Sale and loan at same time as described by father. After death will read. Beneficiaries told of sale, and that bound. Also told of loan. All together. Tying-up transaction. Both conveyance and bond sent together to Benady. (doc.4). Completion and cheque paid at same time.

10 Transactions hand in hand.

Criticism of John Stagnetto on point of suing for 25000 pts. if a loan. Not a letter. Not a demand. Ordinary business transaction. (doc.27). Miss Abrines debt shown to estate. Obligation of exor. to get in debt. No "gross slur". 25000 pts. only of value if a gift.

20 Repayment of grocery loan. Possible in 50 months. Three more years of interest payments. Why not then deduct from bond. Because not a genuine loan.

1923 loan and security. Pattern of behaviour. 1932 transaction. No interest on loan if a loan. 1923 loan not repaid to this day. Loan to highly impecunious old ladies. Already owing money.

30 Unconnected as far as Isola concerned. True so far as Isola concerned. Perhaps Stagnetto did not tell Isola. Long time ago. Recollection may be at fault. Difference between Stagnetto and Isola. As to interest. As to repayment. As to how offer for sale came about. Isola says he offered property. Isola as to exchange rate. 35 to £. 36 in defence pleadings.

(Refers to doc.14).

Arnold objects as discrepancy between evidence and document not put to witness. Matter of recollection.

40 Reasonableness of purchase price. Chandler v. Bradley. p.323. Best rent. Mutatis mutandis. Payment in fact 325000 pts. Good faith. If purchaser knew of benefit not in good faith. Cannot plead ignorance of law and circumstances. Benefit should have gone to trustees. Best price not obtained.

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Fact of best price not obtained. Carrara's evidence. Isola's method. Official currency Gibraltar pound. 1920 Valuation. £450 n.a.v. Value of rest of property. Value £9000. In 1932 valuation the same. Capital value had dropped to £6000 on Isola's calculations. Values have risen. Later prospects to be considered. No evidence of improvements, but evidence of increase of value of premises. Morrison as to 1936 rental. Real value not obtained on sale.

10

Property only offered to L. Stagnetto. No offers sought. No advertisement. No auction. Keen because of promise to life-tenants. S.53 SL.A. not complied with. Interests of all parties entitled. Suspicion. Should cast round to get best price. Why sell at that time? Devalued position of peseta. Trustees got less in 1939. On mortgage. No urgency for sale.

Moggridge v. Clapp on lack of bona fides. No such thing as bona fide bribe. Common-sense supports case. True value higher in 1932. Principles of equity. Inducement if loan or gift.

20

(Agreed by counsel that costs of unofficial (and unsworn) shorthand-writer be costs in cause. Copies of transcript will be supplied to Court and each party).

Judgment reserved.

H.J.M. Flaxman.  
Chief Justice.

No. 22

Chief Justice's  
Notes of  
Reserved  
Judgment.

13th April, 1959.

No. 22

CHIEF JUSTICE'S NOTES OF RESERVED JUDGMENT

Ashe-Lincoln Q.C. & Peralta for plaintiff.  
L. Triay for defendant.

Written Judgment delivered. (Copy filed)

Judgment for plaintiff. Sale declared void.

Ashe-Lincoln asks for judgment. Property to vest in trustees of Richard Abrines. Re-vesting date of issue of writ. Account of mesne profits.

Triay. Account will have to be taken. Equities.

Court: Counsel will draft form of order. Liberty to apply.

40

Declaration that sale void, in terms of judgment.

Costs for plaintiff against Exors & trustees of Lewis Stagnetto.

H.J.M. Flaxman, C.J.

No. 23

REASONS FOR JUDGMENTJ U D G M E N TIn the  
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No. 23

Reasons for  
Judgment.13th April,  
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This is an action for a declaration that a Memorandum of Agreement and an Indenture of Sale executed in 1932 in respect of premises in Gibraltar, referred to for convenience as the "Emporium", are void against the plaintiff and others, and to recover possession of the property.

10 The case is an involved one, and as a first step I shall set out the relationships of those concerned. The plaintiff, as a son of Louis R. Abrines, is beneficially interested under the Will of Richard Abrines, his father's uncle, who died in 1895. He is an Executor of his father's Estate, and by an Order of this Court made in the course of the proceedings has been appointed to represent his co-executors, Alfred and Adoracion Abrines. The Will of Richard Abrines directed the Executors and  
20 Trustees to hold all the real and personal estate and effects not otherwise disposed of by it in moieties for the testator's daughters, Rosa and Mary, for life, and thereafter for the children of Louis R. Abrines and the testator's brothers in equal shares. In the course of the exercise of their powers the Executors and Trustees of the Estate of Richard Abrines, in 1915, purchased the fee simple of the property which is the subject of this dispute, holding it upon the trusts affecting the  
30 residuary estate. Part of this property came to be occupied by Rosa and Mary Abrines, and another part was let, as business premises, to a firm of grocers, of whom the senior partner was Lewis Stagnetto. The latter died in 1932, and Rosa, now 86 years of age, survives her sister Mary, who died about fifteen years ago.

In April 1932, in circumstances which are in dispute, the tenants for life, Rosa and Mary, executed a Memorandum of Agreement purporting to sell to Lewis Stagnetto the fee simple of the premises; and in July 1932, Lewis Stagnetto having died in  
40 the meantime, the defendants, as his Executors, completed the sale transaction, holding the property subject to a mortgage repayable four years later.

The mortgage was duly redeemed and the sale passed without question until some twenty-two years had elapsed. In 1954 Rosa told the plaintiff, her nephew, that she, and her sister, had received a



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- continued.

sum in addition to the stated purchase price for their personal benefit. This has led to the institution of this action, which, after a long delay in desultory interlocutory proceedings, has now come before this Court. The defendants are sued in their individual capacities and as executors and Trustees of the Will of Lewis Stagnetto.

The plaintiff's claim is that the sale was procured by fraud because Rosa and Mary, in agreement with Lewis Stagnetto, or one or more of the defendants, received a separate sum of money for themselves as a consideration for the sale of the property, a sale which was not at the best price, and they ask that the transaction be set aside. 10

Obviously particular care is necessary in considering events as long passed as those of 1932. There has been some modification of the allegations contained in the Statement of Claim, which were justly subjected to criticism, and it now emerges that the case is not one of fraud in the common law sense of conduct which could be termed dishonest or immoral, but is that there has been a fraud in the equitable sense, because the tenants for life obtained a benefit to themselves to the detriment of the remaindermen. An allegation of undue influence in the transaction has not been proceeded with. 20

The sale of 1932 was in exercise of the powers of Rosa and Mary under the Settled Land Act, 1882 as tenants for life. This Act was, and still is, applicable to this Colony. The sections particularly referred to in argument are s. 3(1) which empowers a tenant for life to sell, s.4(1) which enacts that every sale must be at the best price that reasonably can be obtained, and s.45(1) which provides that notice of intention to sell shall be given to the trustees. In addition s.53 provides that a tenant for life exercising any power under the Act shall be deemed to be in the position of a trustee of the interests of all parties entitled under the settlement, and s.54 contains provision for the protection of purchasers, enacting that where such a person deals in good faith with the tenant for life he shall, as against other parties entitled under the settlement, be conclusively taken to have given the best price that could reasonably be obtained by the tenant for life, and to have complied with all the requirements of the Act. 30 40

By virtue of the above Rosa and Mary Abrines, as tenants for life had the power of sale, and in doing so were in the position of Trustees for the interests of the remaindermen. The sale transaction is unimpeachable unless it is shewn by the plaintiff that it was tainted by equitable fraud. It is not disputed that Rosa and Mary Abrines received a payment of Ptas. 25000 on the same day as that of the final completion of the sale agreement, and that amount, at the then rate of exchange, represented the not inconsiderable sum of over £500. It is the plaintiff's case that the payment, although purporting to be a loan, was in fact a gift received "on the side". A personal benefit out of the sale in which the remaindermen, for whom the tenants for life were trustees, were not intended to participate, and did not so do. In fact, the plaintiff goes beyond this, and says that even if the payment was a loan, and not an outright gift, the act was in law equally a fraud in equity, because of the "side" benefit.

The principal witness for the plaintiff is the surviving tenant for life, Rosa Abrines. This lady is now 86 years of age, and, not unnaturally, her recollection of the events of 1932, and even of those of more recent date, is imperfect. Within this limitation I believe that she did her best, in evidence, to give a truthful version of her transactions with the late Lewis Stagnetto, and one point that appears to be clear in her mind is that the acceptance of the payment of Ptas. 25000, and the agreement to sell the property, were to relieve the burden of debt which was pressing upon her sister and herself. Certainly there are inconsistencies in her evidence, but on that point she is quite unshaken. It also seems clear from her evidence that from the outset, she and her sister had doubts about the propriety of the transaction, a doubt which has been on her conscience in recent years, and which she at last confided to her cousin, the plaintiff.

It appears that these qualms of conscience only found expression when, as she stated in re-examination, "As the sale had been already done twenty years I didn't think that anything could be done against it."

It also appears from her evidence that she regarded the sum paid as a gift, and not as a loan,

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and that, although she confided in Father Dodero and Mr. Griffin, the Trustees under the Will of Richard Abrines, that she and her sister had received a payment connected with the sale, it was intended to remain a matter between themselves and the purchaser, Lewis Stagnetto. And it seems, if the plaintiff's evidence is accepted, that the knowledge of any connection between the sale and the payment to relieve the sisters of their debts was withheld from the remaindermen until it was admitted by Rosa to Louis Abrines in 1954.

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The plaintiff, who was about 12 years of age at the time of the sale, in referring to this admission, says that his first knowledge of anything dubious about the transaction came from the communication made to him by Rosa Abrines in 1954, when she said she intended to tell him of something which had been on her conscience for a long time. As a consequence of her disclosure an interview with her solicitor was arranged, and she made a statement before him which was reduced to writing and signed by her. At that time she was about 82 years of age. The statement reads as follows:

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"My sister and myself were in debt with Mr. Luis Stagnetto and many other people. Mr. Luis Stagnetto suggested to me buying the house where the Emporium is situated belonging to the Estate of Richard Abrines deceased. My sister and myself were the life tenants. He suggested paying us a sum of 5,000 - dollars (Spanish Currency) for us to keep apart from the purchase price. I refused to sell at first but when I found I was financially embarrassed and that I could not pay my debts I agreed to the sale. Mr. Luis Stagnetto died before the Conveyance was executed, but his son John paid my sister and myself the sum of 5,000. - dollars (Spanish Currency) to enable us to pay our debts. This was in compliance with the suggestion of his late father in connection with the purchase of the house. The house was sold for 60,000.- dollars (Spanish Currency). This amount went to the Trustees of the Estate i.e. Father Dodero and Mr. Eugene Griffin. When it was first suggested to me I did not think it was right for my sister and myself to receive an amount for our own personal benefit and that is why I rejected the offer, but later we were so oppressed with debts that I gave way.

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DATED the 9th day of July, 1954.

Rosa Abrines".

I find it difficult to doubt the sincerity of Rosa Abrines admissions. It was clear during the course of her evidence that she, to my mind not unnaturally, places some reliance on the assistance of her cousin, the plaintiff, as a male member of the family, but there is no suggestion that there is any sort of conspiracy between them to deprive the defendants of the Emporium property. At the same time her evidence alone cannot be the sole determining factor. It must be tested against other facts and the known circumstances existing at the time of the transactions. It is submitted for the plaintiff that there are consistencies which give ample support to her evidence. There is no doubt about the existence of debts which were oppressing the two ladies, or as to the payment of the sum of Pts. 25000, which was applied to settle the liabilities. Nor is it in doubt that no part of the sum advanced has been repaid, or even demanded. In contrast to a previous loan, made by Lewis Stagnetto to the sisters in 1923, no interest was payable, as might have been expected where this substantial sum was concerned. It is further urged that, in the absence of a "side" payment, neither the ladies, nor the Estate, obtained any benefit from the sale, for which the only compulsion was the satisfaction of the debts in the manner agreed. It is true that the Trustees, who knew of the separate payment, were "keen" to sell, but to find a reason for this it may not be necessary to go beyond the possibility that, particularly as one of them was a priest, they were well content to see these ladies freed from their financial anxiety, an opportunity which the sale, under the conditions said to have been agreed with Lewis Stagnetto, afforded.

Rosa Abrines' account of the negotiations which preceded the sale are in some respects contradictory. She says that the first proposal to sell came from Lewis Stagnetto, that she rejected this, and that it was only later, when further pressed by financial embarrassment, that she consented to sell. Up to this point it would appear that negotiation had been between herself and Lewis Stagnetto. His son, who was the junior partner in the business, confirms this to some extent, although he says that the original approach was made to him by the two ladies at a chance meeting in Main Street early in April, asking him if he was a prospective purchaser, the Trustees having consented to a sale. He conveyed this information to his father, who expressed surprise, the question of

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selling the property not having been raised before. He had no more dealings with the Abrines at that time in connection with any sale or loan, but states that a few days later his father informed him of the completion of a Memorandum of Agreement, and that he had agreed to make a loan to the ladies to meet their pressing liabilities. Subsequently, early in May, from a meeting with Mr. A. Isola in his shop, he learned that the ladies were unwilling to execute the Conveyance, owing to pressure from relatives who were unsatisfied as to the price agreed for the property. Mr. A. Isola, who was the solicitor concerned in the sale, says that the offer to sell came from the Misses Abrines and the trustees, and that he conveyed the offer to Mr. Lewis Stagnetto, who accepted the following day. He says that the latter had no part in the initial suggestion, or in proposing the amount of the purchase price. He also confirms that some objection to the price was subsequently made by two interested persons, Michael and Louis Abrines, the uncle and father of the plaintiff, through their solicitor Mr. P. Russo. He informed Mr. Russo that he considered that the sum of Pts. 300,000 was the best price available, and the matter does not appear to have been pursued by the objecting remaindermen. 10

This evidence may have more relevance with regard to the adequacy of price than to the issue of the nature of the payment made to the two ladies, but it is of some value when considering the weight to be given to Rosa Abrines recollection of events in general. It is not, however, necessarily inconsistent with the assertion that the payment of Pts. 25000 had been agreed between her and Lewis Stagnetto before the Memorandum of Agreement was executed. If the sale is to be impeached because of a "side" transaction it must be shewn that the agreement was prior to, or collateral with, the execution of the Memorandum, and formed part and parcel of the transaction. The fact that the actual payment of the money was at a later date does not refute the possibility of an agreement in Lewis Stagnetto's life time. The heirs, in agreeing to the payment of the Pts. 25000, admittedly did so in deference to their father's wishes. The agreement, and not the actual payment, is the deciding factor. 30 40

I will now turn to the events occurring after the death of Lewis Stagnetto, which may furnish some evidence towards confirmation or refutation of the plaintiff's claim that the payment formed part of 50

the consideration for the sale of the property. It is established that the negotiation for the payment of the Pts.25000 was between Rosa Abrines and Lewis Stagnetto, and that both Mr. J.V. Stagnetto and Mr. Isola obtained what knowledge they had of the matter from Lewis Stagnetto. Mr. J.V. Stagnetto says that at the time his father told him of the terms of the proposed Conveyance he also informed him that he had agreed to make a loan to the Misses Abrines to enable them to settle certain outstanding debts. Mr. A. Isola, who saw no connection between the sale and the loan, mentions instructions received from Lewis Stagnetto, which he places at some days after the contract, to prepare a Bond for Pts.25000, money being lent to the ladies. He says there was no secrecy about the matter where the Trustees were concerned, as he discussed it with them, one of whom, Mr. Griffin, going so far as to suggest an increase in the sum proposed. Mr. Isola also recalls the reading of the Will, and agrees that he informed the interested parties present of the contract for sale and of the intended loan.

Eventually, after some hesitation, the Trustees of the Will of Lewis Stagnetto agreed to complete the sale, and to the payment to be made to the Misses Abrines, and on the 18th July 1932 a letter in the following terms was addressed by Mr. A. Isola to the solicitor who was then acting for the ladies.

"Herewith please find Deed of Conveyance and Bond for favour of execution by the Misses Abrines and return at your earliest convenience.

The deeds will be held by me in escrow until the considerations are paid."

It is submitted for the plaintiff that the despatch of these two documents under the same cover goes a long way to confirm the connection between the two transactions.

The payment, by cheque, was made to the Misses Abrines, through their solicitor, on 21st July 1932. All this was a long time ago. Recollection, on both sides may be at fault in some respects, but the documentary evidence does not share this defect. The Bond is a tangible record, arising out of an agreement with Lewis Stagnetto, of the transaction

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between the Misses Abrines and the beneficiaries under the Will of Lewis Stagnetto, and it expressly provides for repayment, by stated monthly instalments, of the sum of Pts.25000. In fact, a loan. Both Mr. J.V. Stagnetto and Mr. Isola speak of Lewis Stagnetto as having referred to the transaction as such, and only Rosa Abrines speaks of the payment as a gift. I do not consider the fact that no repayment has been demanded, and that no interest was payable, sufficiently conclusive to be accepted in favour of a gift. In the continuing poor circumstances of the ladies, as evidenced by Mr. J. V. Stagnetto, there was no possibility of enforcing payment, and legal proceedings would have had but a barren end.

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Lewis Stagnetto was well aware of the ladies' financial position, and must have known that recovery of the payment was unlikely, and that the payment was in effect a gift, but I do not accept the fact that it was the out-and-out gift asserted by Rosa Abrines. I am satisfied that the payment should be treated as a loan, and the plaintiff has not discharged the burden, which is upon him, of shewing it to have been a gift, and the Bond a fiction. That inference, on the facts, is not justified.

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It is now necessary to consider the legal effect of the circumstances under which the loan was agreed upon in the exercise by Rosa and Mary Abrines of their powers under the Settled Land Act. Did the acceptance of the loan constitute a fraud upon the remaindermen, as claimed by the plaintiff, or was the sale a perfectly valid transaction? Section 53 of the Act has already been referred to. By this section a tenant for life, in exercising any powers under the Act, is to have regard to the interests of all the persons entitled, and is, in relation to them, in the position of a trustee, with a trustee's duties and liabilities. It seems a clear rule of equity that a trustee may not derive a personal benefit from his position as trustee, and there is the authority of Chandler v. Bradley for the proposition that if there has been a personal benefit, and if because of this the best price required by the Settled Land Act is not obtained, the conveyance of the land is void.

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I am satisfied that there was a "side" inducement to persuade the Misses Abrines to enter into the contract for sale with Lewis Stagnetto. Rosa is

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emphatic about the connection between the payment of the Pts. 25000 and the agreement to sell, and her evidence, which had every appearance of being given with truth, finds strong support in the fact that from the ladies point of view there was no point in selling at all unless they were to receive some consideration other than the payment of the purchase price to the Trustees for the remaindermen. They derived no benefit from this, in fact, in the loss of their flat, they were put to a disadvantage. Mr. Isola, at the later date, and possibly Mr. J.V. Stagnetto too, may not have been aware of the close connection between the transactions, but the ladies and Lewis Stagnetto were. I am satisfied that Lewis Stagnetto offered them the means of discharging their pressing liabilities as an inducement to agree to the sale, and that in doing so the ladies were obtaining an improper personal benefit as trustees, a fact to the knowledge, or which should have been to the knowledge, of both sides to the bargain.

There remains the question of whether the sale price of Pts. 300000 represented the best price. The burden is on the plaintiff to shew that it was not. The test of "best price" appears in the judgment of Stirling J. in Chandler v. Bradley, which case related to a gift to a trustee savouring of a bribe, and not to a loan. I do not think this case should be distinguished because of that fact, the test to be applied being that stated at the end of the above judgment, where Stirling J. quotes a passage from the case of the Queensberry Leases:

"there is but one criterion which our Courts always attend to as a leading criterion in discussing the question whether the best rent has been got or not, that is, whether the man who makes the lease has got as much for others as he has got for himself; if he has got more for himself than for others, that is decisive evidence against him."

I think this criterion is as applicable to a loan as to a gift, particularly to a loan made in the circumstances shewn in this case, where it is barely distinguishable from a gift. Unless Lewis Stagnetto was inspired by purely charitable motives, which may be doubted, in agreeing to pay the ladies a sum of between £500 to £600, an amount out of all proportion to the small interest free credits he customarily allowed them, it must surely mean



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that to acquire the premises he was prepared to pay that sum in excess of the formally agreed figure.

I am not impressed by the plaintiff's attempt to shew, by a comparison with the rateable value of the property at the time of sale, that the market price was not obtained. Nor do I think the "end result" furnishes a true test in this case. The sum ultimately paid by the Trustees for the property was affected by the fall in value of the peseta at the time of the redemption of the mortgage, but there is nothing to shew that this possibility was in contemplation when the sale was completed. No mortgage was provided for in the agreement for sale between Lewis Stagnetto and the Misses Abrines. Mr. Morrison, the City Council Valuator was called to give formal evidence of the rateable value of the property in 1920 and 1936, and it seems that by adopting the "official" system of multiplying the valuation by twenty a capital value of £9140 would have been arrived at. He was, however, brought to agree that the official system, adopted in the case of the calculation of death duties etc., is more theoretical than practical, and that the actual rental payable would be a better guide when a purchase is contemplated. Further that there are factors, such as a possible increase in value, the number of years to run and so on which would affect the mind of a prospective buyer of such property. The defendants make the undisputable contention that the plaintiff must shew the price is not the best price, and that it is not for them to shew that it was. They have, however, called evidence to show that it is broker's practice, to arrive at the capital value of a property, to take the gross rental, less deduction of rates, and then to multiply this by eleven, representing eleven times the net rental, and then by twenty to ascertain the value. Mr. Isola shews that he made a detailed calculation for Lewis Stagnetto in 1920. He appears to have followed the practice explained by the sworn broker (except that he multiplied the net rental by twelve instead of eleven) and arrived at a figure of Pts.275500, a little short of the price subsequently agreed upon.

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I have already referred to some misgiving on the part of two interested persons about the adequacy of the purchase price, who contended that the "figure was far below the actual market price", but

they appear ultimately to have concurred, or at least did not take the matter further, as they might have done. Although there was no public offer of the premises for sale the plaintiff does not satisfy me that the price obtained, Pts. 300000, was not a fair market price at the time, and it appears from the authority of Hurrell v. Littlejohn that even had the sale been at an undervalue, that fact would not, by itself be sufficient to invalidate it. The sale could not be upset on the sole grounds of inadequacy of price, unless extravagantly wrong.

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10 But the case goes beyond this. A market price is not necessarily the best price. In my opinion the evidence shews that the sum Lewis Stagnetto was prepared to pay to acquire the property, and which was subsequently paid, was in reality not only the sum which may be assumed to have been a fair market price, but also the not inconsiderable sum of between £500/£600, which constituted a side payment, a payment which did not take the interests of all concerned into account. The result was that the tenants for life obtained a personal advantage to the detriment of the Estate, and the best price, required by s. 4(1) of the Settled Land Act was not obtained. In this Lewis Stagnetto connived, and the defendants are not afforded the protection given by s. 54 of the Act to purchasers acting in good faith.

20  
30 Thomas v. Williams has been cited as an authority for the proposition that a tenant for life is not precluded from deriving benefit from a sale of trust property if in his honest judgment he considers the property ought to be sold, and if he considers his income will be improved by the sale, but I do not think this principle fits in with the present case. The Misses Abrines, in consenting, obtained a benefit in breach of trust, and sold in a manner not in keeping with provisions of the Settled Land Acts.

40 This has proved a difficult and anxious case. Vatcher v. Paull, which was a case of fraudulent misrepresentation, enjoins that there is a presumption in favour of good faith in a transaction long unchallenged, and that if the known facts and existing documents are, though such as to give rise to suspicion, nevertheless capable of a reasonable explanation, the Court ought not to draw inferences against the integrity of persons long since dead and

In the  
Supreme Court

No. 23

Reasons for  
Judgment.

13th April,  
1959

- continued.

unable to defend themselves. But here I feel that there is more than suspicion, and the evidence establishes, not merely on a balance of probability but beyond reasonable doubt, that both the Misses Abrines and Lewis Stagnetto contravened, even if unwittingly, the rule of equity that a person in a fiduciary position may not be swayed by personal interest to the prejudice of those it is his duty to protect. The decision in Chandler v. Bradbury binds me, and having found, for the reasons given in this judgment, that having regard to the loan made to the Misses Abrines the "best price" required by s.4(1) of the Settled Land Act 1882 was not obtained, I must declare the sale of the land and buildings, the subject of this case, void.

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The contract must be set aside, on equitable terms.

(Sgd.) H.J.M. FLAXMAN  
13th April, 1959. Chief Justice.

No. 24

Consent to be  
joined as  
parties by  
Trustees of  
the Estate of  
Richard Abrines  
deceased.

20th May, 1959.

No. 24

CONSENT TO BE JOINED AS PARTIES BY TRUSTEES OF  
THE ESTATE OF RICHARD ABRINES DECEASED

WE, GEORGE A. LAVARELLO, M.B.E. of 273 Main Street Gibraltar, and HENRY J. DURHAM of 227 Main Street Gibraltar, the Trustees of the Estate of Richard Abrines deceased hereby give our consent to be joined as parties in the action bearing title of "Louis Abrines v. John V. Stagnetto & Ors. 1955-A-No.52".

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DATED the 20th day of May, 1959.

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H.J. Durham. G.A. Lavarello.

WITNESS TO THE ABOVE SIGNATURES:

A. Gomez.

No. 25

J U D G M E N TTUESDAY the 2nd day of JUNE 1959BEFORE THE HONOURABLE MR. JUSTICE HUBERT JAMES  
MARLOWE FLAXMAN C.M.G., Chief Justice.In the  
Supreme Court

No. 25

Judgment.

2nd June, 1959.

IN COURT

10 This action having, on the 9th, 10th, and 11th day of February 1959, been tried before the Honourable Mr. Justice Hubert James Marlowe Flaxman, C.M.G., Chief Justice, without a jury, and the said Mr. Justice Hubert James Marlowe Flaxman, on the 13th day of April 1959, having ordered that judgment be entered for the Plaintiff:

It is this day adjudged and ordered as follows:-

1. That the sale effected by the Memorandum of Agreement dated 27th April, 1932, and the Conveyance dated 31st July, 1932, between the tenants for life and the Defendants be set aside.

20 2. That the Defendants do convey to the Trustees of the Will of Richard Abrines deceased the property mentioned in Paragraph 1 of the Indorsement of the Writ herein.

3. That upon such conveyance the said trustees do pay to the defendants the sum of 300,000 pesetas, in sterling, 100,000 pesetas at the rate obtaining on the 31st July 1932 of the pound sterling, and the other 200,000 pesetas at the rate obtaining on the 17th day of February, 1939.

30 4. That the Trustees of the Will of Richard Abrines deceased be joined as Plaintiffs in this action and that all necessary consequential amendments in the Pleadings be made.

5. That accounts of rents and mesne profits, and of capital improvements be taken as between the parties as from the 31st July 1932, but no order as to payments.

40 6. That the Defendants do pay to the Plaintiff the costs of this action, except so far as they have been increased by the unsuccessful issue of undue influence and that the Plaintiff do pay to the Defendants the costs occasioned by and incidental to the joinder of the Trustees of the Estate of Richard Abrines deceased as Plaintiffs.

(Sgd.) John E. Alcantara  
Registrar.

In the  
Supreme Court

No. 26

ORDER GIVING CONDITIONAL LEAVE TO APPEAL

No. 26

TUESDAY the 2nd day of JUNE 1959

Order giving  
conditional  
leave to appeal.  
2nd June, 1959.

BEFORE THE HONOURABLE MR. JUSTICE HUBERT JAMES  
MARLOWE FLAXMAN C.M.G., Chief Justice.

IN COURT

UPON HEARING Louis William Triay of Counsel  
for the Defendants and Louis Raphael Peralta of  
Counsel for the Plaintiff IT IS ORDERED that the  
Defendants have conditional leave to appeal to Her  
Majesty in Council from the Judgment herein dated  
the 13th day of April 1959, upon the following con-  
ditions:

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1. Entering into good and sufficient security to  
the satisfaction of the Registrar in the sum of  
£500 or paying into Court the said sum for the due  
prosecution of the Appeal and the payment of all  
such costs as may become payable to the Respondent  
in the event of the Appellants not obtaining an  
Order granting them final leave to appeal or of  
the appeal being dismissed for non-prosecution or  
of Her Majesty in Council ordering the Appellants  
to pay to the Respondent costs of the appeal.

20

2. Procuring within three months from the 2nd  
day of June 1959, the preparation of the record and  
the despatch thereof to England.

3. Execution of the Judgment to be stayed pending  
the hearing of the Appeal.

4. The costs of this motion to abide the result  
of the Appeal.

30

DATED the 2nd day of June 1959.

John E. Alcantara.  
Registrar.



101.

No. 27

ORDER GIVING FINAL LEAVE TO APPEAL

FRIDAY the 28th day of AUGUST 1959

BEFORE THE HONOURABLE MR. JUSTICE WILLIAM GORDON  
BRYCE, ACTING CHIEF JUSTICE.

IN COURT

UPON HEARING Louis William Triay of Counsel for the Defendants and Louis Raphael Peralta of Counsel for the Plaintiffs AND the Court being satisfied that the conditions imposed by the Order of this Court of the 2nd day of June 1959, have been complied with IT IS ORDERED that the Defendants have final leave to appeal to Her Majesty in Council from the Judgment herein dated the 13th day of April 1959 AND IT IS FURTHER ORDERED that the costs of this motion abide the result of the Appeal.

C.J. Wheeler.

Registrar. (Acting).

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PART II

E X H I B I T S

Plaintiffs' Exhibit P.1. - FAMILY PEDIGREE.

In the  
Supreme Court

No. 27

Order giving  
Final Leave to  
Appeal.

28th August,  
1959.

Exhibits

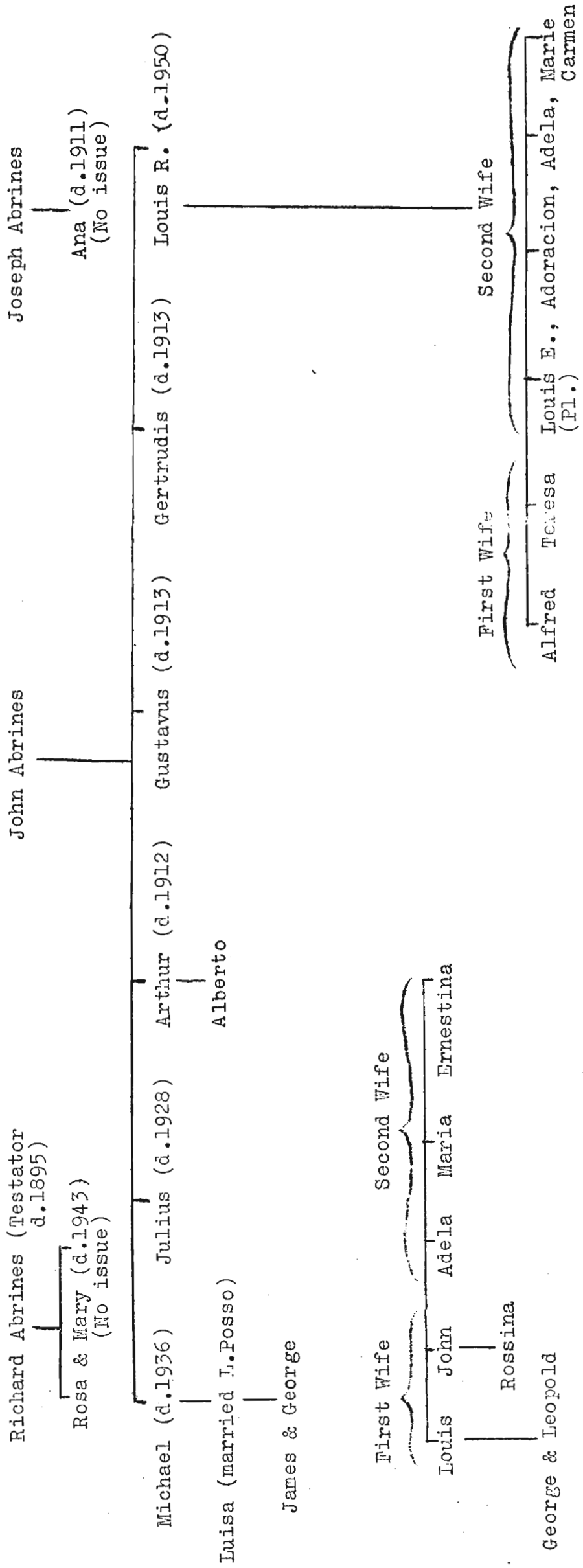
Plaintiffs'  
Exhibit

P.1.

Family Pedigree.

(Inserted be-  
tween page ~~102~~ 101  
and page ~~103~~ 102  
hereof)

Exhibit P.J. - FAMILY PEDIGREE



Plaintiffs' Exhibit

Plaintiffs' Exhibit P.2. - WILL and PROBATE of LOUIS RICHARD ABRINES deceased.

P.2.

IN THE SUPREME COURT OF GIBRALTAR

Will and Probate of Louis Richard Abrines deceased

PROBATE JURISDICTION

IN THE ESTATE OF LOUIS RICHARD ABRINES, deceased.

(respectively dated 22nd May, 1942 and 6th February, 1950.)

BE IT KNOWN, that upon search being made in the Registry of this Court, it appears that, on the 6th day of February, in the year of our Lord 1950, the last will and testament of Louis Richard Abrines, of Gibraltar, deceased, who died at Gibraltar, on the 12th day of January, 1950, was proved by Adoracion Abrines, Alfred Louis Abrines and Louis Ernest Abrines, the executors named therein and which probate now remains on record in the said Registry. The true tenor of the said will is in the words following, to wit:

THIS IS THE LAST WILL of me LOUIS RICHARD ABRINES of Gibraltar Trader.

1. I REVOKE all other wills and testamentary dispositions by me heretofore made.

2. I APPOINT my dear wife ADORACION ABRINES and my dear sons ALFRED LOUIS ABRINES and LOUIS ERNEST ABRINES Executors and Trustees of this my will.

3. I BEQUEATH to my said wife absolutely all my furniture and all other articles of personal domestic or household use or ornament.

4. I GIVE AND DEVISE all my freehold property situate in Gibraltar unto my said trustees UPON TRUST to permit my said wife to receive the net rents thereof during her life and from and after her decease: UPON TRUST for all my children by my said wife in equal shares as tenants in common AND I DIRECT my said trustees to permit my freehold property situate on the West side of Main Street and being Nos.292-294 in the said Street to be occupied by or leased to the business now carried on by me under the firm name or style of "R. & J. ABRINES" for such time and for such rent and under such conditions as my said trustees may consider reasonable.



5. I BEQUEATH to my daughter Maria del Carmen the sum of One thousand pounds Sterling with power for my Executors and Trustees to apply the whole or part of the said legacy for the advancement in life or otherwise for the benefit of the said Maria del Carmen during minority.

Plaintiffs'  
Exhibit

P.2.

6. I GIVE AND BEQUEATH all the rest and residue of my estate whatsoever and wheresoever including the said business of "R. & J. ABRINES" and all the good-will and stock-in-trade fixtures and effects which at the time of my death shall be employed by me therein and all monies and debts which shall then belong to and be due to me for or on account of the said business unto my said trustees TO HOLD the same upon trust as to one third thereof for my said son Alfred Louis Abrines subject as hereinafter provided one third thereof for my wife absolutely and the remaining one third thereof for my wife during her life and from and after her death UPON TRUST for all my children by my said wife in equal shares AND it is my will that in case of the death of any son or daughter of mine other than the said Alfred Louis Abrines without attaining twenty one years and without leaving any child or children him or her surviving the share hereby given unto him or her shall be distributed equally among all his or her brothers and sisters of the full blood AND I FURTHER DIRECT that the share hereinbefore bequeathed to my son Alfred Louis Abrines shall be charged with the payment by my said trustees unto my daughter Maria Teresa the wife of Ian Mackenzie her executors administrators or assigns of the sum of One thousand pounds Sterling free of duty the said payment to be made unto her within one year from my death with interest from the date of my death until payment at the rate of five per centum per annum on the said sum of One thousand pounds or on so much thereof as shall remain unpaid such interest to be paid unto her by monthly instalments.

Will and  
Probate of  
Louis Richard  
Abrines  
deceased  
(respectively  
dated 22nd May,  
1942 and 6th  
February, 1950)

- continued.

IN WITNESS whereof I have hereunto set my hand this twentysecond day of May One thousand nine hundred and forty two.

LOUIS ABRINES.

SIGNED by the above-named Testator as his last Will in the presence of us present at the same time who in his presence at his request and in the presence of each other subscribe our names as witnesses.

Peter G. Russo  
Barrister-at-law

Henry G. Triay,

Plaintiffs'  
Exhibit

In faith and testimony whereof these letters  
testimonial are issued.

P.2.

Given at Gibraltar as to the time of the afore-  
said search, and the sealing of these presents, this  
10th day of August, in the year of our Lord 1950.

Will and  
Probate of  
Louis Richard  
Abrines  
deceased  
(respectively  
dated 22nd May,  
1942 and 6th  
February, 1950)  
- continued.

E. Pizzarello  
Registrar.

Certificate No.156 by Consul General  
dated 11th August 1950 not printed.

Defendants'  
Exhibit

Defendants' Exhibit D.3. - LETTER, ALBERT R. ISOLA  
to PETER G. RUSSO

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D.3.

Letter, Albert  
R. Isola to  
Peter G. Russo.  
5th May, 1932.

Peter G. Russo Esquire.  
GIBRALTAR.

5th May 1932.

Dear Sir,

I am instructed by the Reverend Telmo J.Dodero  
and Mr. E.P. Griffin J.P. to acknowledge the re-  
ceipt of your letter of yesterday's date and in  
reply to state that they see no reason why they  
should interfere with the legal right of the ten-  
ants for life who in their view have acted bona  
fide and in the best interests of the Estate.

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If your clients are not satisfied with the  
sale in question, they are perfectly at liberty to  
apply to the Court in this connection or take such  
steps as they may think proper.

Yours faithfully,

(Sgd.) Albert R. Isola.

Defendants' Exhibit D.4. - LETTER, ALBERT R. ISOLA  
to PETER G. RUSSO

Defendants'  
Exhibit

Peter G. Russo, Esquire  
GIBRALTAR.

5th May 1932.

D.4.

Dear Sir,

Letter, Albert  
R. Isola to  
Peter G. Russo.

5th May, 1932.

10 I am instructed by Misses Rosa Abrines and  
Maria L. Abrines to acknowledge the receipt of your  
letter of yesterday's date and in reply to state  
that the property in question was sold to Mr. Lewis  
Stagnetto on the 27th ulto: for Pts. 300,000.

They are however surprised to hear that the  
price for which the said property has been sold is  
far below the actual market price. Perhaps your  
clients are not aware that the assessment of the  
City Council is based on the rents actually paid  
converted at the rate of Pts 25. If however the  
assessed value is reconverted into Pesetas at the  
said rate of Pts.25, you will find that the price  
at which the premises have been sold is far more.

20 My Clients satisfied themselves, before enter-  
ing into the Contract, that the price was the best  
that could reasonably be obtained, and notified the  
Trustees accordingly.

Yours faithfully,

(Sgd.) Albert R. Isola.

DOCUMENTS NOT MARKED AS EXHIBITS BUT PUT IN AT THE  
REQUEST OF THE PARTIES.

Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties.

No. 28

WILL of RICHARD ABRINES, deceased.

30 I RICHARD ABRINES of Gibraltar Gentleman  
hereby revoke all former Wills, Codicils and testa-  
mentary dispositions made by me and declare this to  
be my last Will and Testament. I give and bequeath  
the sum of Two thousand five hundred Pesetas to my  
brother Joseph Abrines I bequeath the following  
annuities that is to say, to my sister Jane an

No. 28  
Will of Richard  
Abrines,  
deceased.  
24th November,  
1893 (put in by  
Plaintiffs).

Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties.

No. 28

Will of Richard  
Abrines,  
deceased,  
24th November,  
1893 (put in by  
Plaintiffs)

- continued.

annuity of nine hundred Pesetas during her life and to my sister-in-law Eduarda Marin de Ferreti an annuity of one thousand two hundred pesetas during her life and I declare that such respective annuities shall commence from my decease and to be payable monthly, the first payment thereof to be made at the expiration of one month after my death. I devise and bequeath all my real and personal estate and effects not otherwise disposed of by this my Will or any codicil hereto subject to and after payment out of my personal estate of my funeral and testamentary expenses and debts and the legacies and annuities bequeathed by this my Will or any Codicil hereto unto and to the use of my said sister-in-law Eduarda Marin de Ferreti and my nephews Michael Abrines and Richard Marin their heirs executors and administrators respectively according to the nature thereof on the trusts and with and subject to the powers and provisions hereinafter declared and contained concerning the same that is to say, as to one moiety thereof in trust to pay the net rents profits and income of such moiety to my daughter Rosa during her life and after the decease of my said daughter Rosa in trust for all the children of my said daughter Rosa who being a son or sons shall attain the age of twenty one years or being a daughter or daughters attain that age or marry in equal shares and if there shall be only one such child the whole to be in trust for that one child and if there shall be no child of my said daughter Rosa who being a son shall attain the age of twenty one years or being a daughter shall attain that age or marry then upon the trusts and with and subject to the powers and provisions hereinafter declared concerning the other moiety of the said trust premises or such of them as shall be then subsisting and capable of taking effect. And as to the other moiety thereof in trust to pay the net rents profits and income of such moiety to my daughter Mary during her life and after the decease of my said daughter Mary in trust for all the children of my said daughter Mary who being a son or sons shall attain the age of twenty one years or being a daughter or daughters shall attain that age or marry in equal shares and if there shall be only one such child the whole to be in trust for that one child and if there shall be no child of my said daughter Mary who being a son shall attain the age of twenty one years or being a daughter shall attain that age or marry then upon the trusts and with and subject to the power and provisions hereinbefore declared and

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and contained concerning the first mentioned moiety of the said trust premises or such of them as shall be then subsisting and capable of taking effect. And in case of the failure or determination of all the trusts hereinbefore declared and contained my Trustees shall hold the said trust premises and income thereof in trust for all the children of my brothers John and Joseph in equal shares And I empower my Trustees for the time being to manage my real and leasehold hereditaments and to repair and insure houses and buildings and to make allowances to and arrangements with tenants and others and to accept surrenders of leases and tenancies. And to raise and pay the costs and expenses attending the exercise of the said powers of management and improvement out of the income or as to any part not exceeding two third parts of the sums if any expended in improvements which my Trustees shall consider to be of a permanent nature by mortgage or sale of the said premises or any part thereof or otherwise out of the capital of the said trust premises And I appoint the said Eduarda Marin de Ferreti Michael Abrines and Richard Marin Executors and Trustees of this my Will. And I appoint the said Eduarda Marin de Ferreti during her life and after her death the Trustees or Trustee for the time being of this my Will to be the Guardian or Guardians of my children during their respective minorities IN WITNESS whereof I the said Richard Abrines have to this my Will set my hand this Twenty fourth day of November One thousand eight hundred and ninety three

RICHARD ABRINES.

Signed and acknowledged by the said Testator Richard Abrines as and for his last Will and Testament in the presence of us present at the same time who in his presence and in the presence of each other have hereunto subscribed our names as witnesses.

George A. Prescott.  
Notary Public  
Gibraltar.

Albert Day  
Notary's Public Clerk.

Documents not marked as Exhibits but put in at the request of the parties.

No. 28

Will of Richard Abrines, deceased.  
24th November, 1893 (put in by Plaintiffs)

- continued.

Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties.

No. 31

DEED - LEWIS STAGNETTO (1) and TILMO JOHN DODERO  
and EUGENE PATRICK GRIFFIN (2)

No. 31

Deed - Lewis  
Stagnetto (1)  
and Tilmo John  
Dodero and  
Eugene Patrick  
Griffin (2).

5th January,  
1917 (put in  
by Defendants).

T H I S I N D E N T U R E made the fifth day of  
January One thousand nine hundred and Seventeen  
BETWEEN LEWIS STAGNETTO of Gibraltar Trader of the  
one part and THE REVEREND TILMO JOHN DODERO of  
Gibraltar aforesaid Clerk in Holy Orders and EUGENE  
PATRICK GRIFFIN of Gibraltar aforesaid Civil Ser- 10  
vant Trustees of the Will of Richard Abrines  
deceased hereinafter called the Trustees of the  
other part WHEREAS by an Order dated the nineteenth  
day of September One thousand nine hundred and six-  
teen made in an action marked 1916 A No.2 In the  
matter of the trusts of the Will of Richard Abrines  
deceased between Rosa Abrines and Mary Leocadia  
Abrines plaintiffs and Louis Abrines and Alexander  
Risso as trustees of the Will of the late Richard  
Abrines deceased defendants it was ordered inter 20  
alia that the said Rosa Abrines and Mary Leocadia  
Abrines or the survivor of them should pay into  
the Anglo-Egyptian Bank to the credit of the Trust-  
ees of the Estate of the said Richard Abrines for  
the time being the monthly sum of One hundred and  
fifty pesetas to be paid to a Special Account ear-  
marked "Estate Repairs Account" and the said monthly  
payments should be guaranteed by a Deed of Covenant  
to the said Trustees to be executed by surety and  
to be approved by the Remaindermen under the said  
Will AND WHEREAS Lewis Stagnetto has been approved 30  
of on behalf of the said Remaindermen by Arthur  
Joseph Patron the Solicitor for the said Remainder-  
men in the said action AND WHEREAS it has been  
agreed between the parties that after the expira-  
tion of the term of fourteen years a fresh covenant  
shall be executed if the Remaindermen so require it  
NOW THIS INDENTURE WITNESSETH that the said Lewis  
Stagnetto doth hereby covenant that if the said Rosa  
Abrines and Mary Leocadia Abrines or the survivor of 40  
them shall at any time during the term of fourteen  
years from the date hereof fail to comply with the  
above recited Order whilst the said Rosa Abrines and  
Mary Leocadia Abrines or either of them are or is in  
possession of the rents and profits of the Estate of  
the said Richard Abrines deceased the said Lewis  
Stagnetto his executors administrators and assigns  
will pay to the said Trustees their executors admin-  
istrators and assigns or other the Trustees or Trustee

for the time being of the Will of Richard Abrines deceased the said monthly sum of One hundred and fifty pesetas on the last day of every month PROVIDED ALWAYS and it is hereby agreed and declared that although as between the said Rosa Abrines and Mary Leocadia Abrines and the said Lewis Stagnetto the said Lewis Stagnetto is only surety for the said Rosa Abrines and Mary Leocadia Abrines nevertheless as between the said Lewis Stagnetto and the said Trustees the said Lewis Stagnetto shall be taken to be principal debtor for all monies intended to be hereby secured so that he shall not nor shall his heirs executors or administrators be released from his or their liability under the above written covenant by reason of time being given to the said Rosa Abrines and Mary Leocadia Abrines or to the survivor of them or by the Release of any collateral securities for the monies intended to be hereby secured or by any other forbearance act or omission of the said Trustees Remaindermen or Remainderman or such other person or persons as aforesaid or by any other matter or thing whereby the said Lewis Stagnetto or his heirs executors or administrators would be so released but for this provision IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written

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SIGNED, SEALED AND DELIVERED )  
 by the within named LEWIS ) LEWIS STAGNETTO  
 STAGNETTO in the presence of ) (L.S.)

H.J. Licudi.  
 Gibraltar.  
 Law Clerk.

SIGNED, SEALED AND DELIVERED )  
 by the within named TELMO ) TELMO J. DODERO.  
 JOHN DODERO in the presence ) (L.S.)  
 of, )

H.J. Licudi.

SIGNED, SEALED AND DELIVERED )  
 by the within named EUGENE ) EUG. P. GRIFFIN.  
 PATRICK GRIFFIN, in the )  
 presence of )

H.J. Licudi.

Documents not  
 marked as  
 Exhibits but  
 put in at the  
 request of  
 the parties.

No. 31

Deed - Lewis  
 Stagnetto (1)  
 and Tilmo John  
 Dodero and  
 Eugene Patrick  
 Griffin (2).

5th January,  
 1917 (put in  
 by Defendants).

Documents not marked as Exhibits but put in at the request of the parties.

No. 32

AGREEMENT - ROSA ABRINES and MARY LEOCADIA ABRINES (1) and LEWIS STAGNETTO (2)

No. 32

Agreement - Rosa Abrines and Mary Leocadia Abrines (1) and Lewis Stagnetto (2).

12th January, 1917 (put in by Defendants).

A N A G R E E M E N T made this 12th day of January One Thousand Nine Hundred and Seventeen BETWEEN ROSA ABRINES and MARY LEOCADIA ABRINES of Gibraltar, Spinsters (hereinafter called the Tenants for life in possession) of the one part and LEWIS STAGNETTO of Gibraltar, Trader (hereinafter called the Guarantor) of the other part WHEREAS the Tenants for life in possession by an Indenture of Lease dated the twelfth day of May 1916 demised unto the said Guarantor the shop premises situate on the East side of Main Street (formerly Church Street) and North side of Pitman's Alley and being Nos.393/394 and R. Nos. 599/600 in the General Plan of the Garrison of Gibraltar for the term of SEVEN YEARS with the option of a renewal of the Lease for a term of seven further years at the yearly rent of Nine thousand Six Hundred Pesetas payable monthly, and whereas the Guarantor has executed a Deed of Covenant bearing date the fifth day of January One Thousand Nine Hundred and Seventeen, whereby in pursuance of an Order of Court dated the nineteenth day of September One Thousand Nine Hundred and Sixteen made in an action in the Supreme Court of Gibraltar marked 1916 No. 2 and entitled "In the matter of the trusts of the Will of Richard Abrines deceased", between the said Tenants for life in possession, Plaintiffs, and Louis Abrines and Alexander Risso, Defendants, he covenanted to pay the monthly sum of One hundred and Fifty Pesetas to the Trustee or Trustees for the time being of the Will of the said Richard Abrines deceased, if default in such payment was made by the said Tenants for life in possession during such time as they were in possession of the rents and profits of the Estate of the said Richard Abrines deceased but for a period not exceeding fourteen years IT IS HEREBY AGREED that in consideration of the execution by the Guarantor of the Deed of Covenant aforesaid the said Guarantor shall deduct and retain from the rent due and payable by him to the said Tenants for life in possession on the premises aforesaid the monthly sum of One Hundred and Fifty Pesetas during such term as the Deed of Covenant aforesaid shall subsist and that the said sum of One Hundred and Fifty Pesetas shall be paid by the Guarantor to the

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trustees aforesaid and that their receipt for such sum shall be valid discharge for the same AS WITNESS the hands of the parties hereto.

SIGNED by the above named )  
ROSA ABRINES and MARY ) ROSA ABRINES  
LEOCADIA ABRINES, in the )  
presence of :- ) MARIA LEOCADIA ABRINES

H. King.  
Gibraltar.

10 (Solicitor of the Supreme Court (England))

SIGNED by the above named )  
LEWIS STAGNETTO, in the ) LEWIS STAGNETTO.  
presence of :- )

H.J. Licudi,  
Gibraltar.

Law Clerk.

Documents not marked as Exhibits but put in at the request of the parties.

No. 32

Agreement - Rosa Abrines and Mary Leocadia Abrines (1) and Lewis Stagnetto (2).

12th January, 1917 (put in by Defendants)

- continued.

No. 33

POLICY of LIFE ASSURANCE - ROYAL INSURANCE COMPANY LIMITED and ROSA and MARIA ABRINES.

20 GIBRALTAR  
NICHOLAS H. GUETTA, Esq.,  
Agent.

ROYAL INSURANCE COMPANY, LIMITED  
(OF LIVERPOOL, ENGLAND)

Established in the Year 1845.

Policy No.127777 SUM ASSURED  
WITHOUT Profits. £1000 Sterling

No. 33

Policy of Life Assurance - Royal Insurance Company Limited and Rosa and Maria Abrines.

23rd September, 1917 (put in by Plaintiffs).

30

WHEREAS the schedule hereto (hereinafter called the schedule) is incorporated with this policy as part thereof, and it has been proposed by the assured to the ROYAL INSURANCE COMPANY, LIMITED (hereinafter called the Company) to effect such assurance as is hereinafter mentioned on the basis, and subject to the premium or premiums, specified in the schedule :

Documents not marked as Exhibits but put in at the request of the parties.

No. 33

Policy of Life Assurance - Royal Insurance Company Limited and Rosa and Maria Abrines. 23rd September, 1917 (put in by Plaintiffs)  
- continued.

NOW THIS POLICY WITNESSETH that provided payment be duly made to the Company of the premium or premiums specified in the schedule the Company will pay the sum assured to the person or persons to whom the same is payable, together with such addition or additions, if any, as may be determined from time to time by the Directors of the Company, whose determination shall be conclusive upon the assured and all persons claiming under the assured, within three calendar months after good and sufficient proof shall be made to the satisfaction of the Company of the happening of the event on which the sum assured is to become payable and of the correctness (if not previously established) of the date of birth of the assured as stated in the proposal. Provided always, that if the age of the assured was understated in the proposal for this policy, the sum assured by the policy shall be such reduced amount as the premium would have provided at the Company's rate, for the correct age, at the date of commencement of the assurance, and any addition or additions made to the sum assured shall be reduced proportionately.

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This policy and any policy granted in lieu thereof and the assurances thereby respectively effected are and shall be subject to the special conditions mentioned in the schedule and to the conditions and privileges, and to the memoranda, if any, hereupon endorsed, so far as applicable.

SCHEDULE

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THE ASSURED ROSA FRANCISCA GUADALUPE ABRINES, and MARIA LEOCADIA ABRINES, both of Main Street, Gibraltar, Spinsters.

BASIS OF THE CONTRACT FOR THE ASSURANCE Proposals containing declarations dated 22nd August 1917 signed by the Assured.

DATE OF COMMENCEMENT OF THE ASSURANCE The Twenty Third day of September 1917.

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PREMIUM OR PREMIUMS AND MANNER OF PAYMENT First Premium Amount:- TenPounds One shilling and eightpence Sterling. Ten Pounds One shilling and Eight Pence Sterling.

Subsequent Premiums (for payment of which thirty days of grace are allowed)

When due:- the 23rd March and the 23rd September in each year.

Commencing:- 23rd March 1918.

Until:- the death of the survivor of the Assured.

Together with such additional premium or premiums as may from time to time be payable in accordance with the conditions of the Policy.

SUM ASSURED.

ONE THOUSAND POUNDS STERLING.

EVENT ON THE HAPPENING OF WHICH THE SUM ASSURED IS TO BECOME PAYABLE.

The death of the Survivor of the Assured.

PERSON OR PERSONS TO WHOM THE SUM ASSURED IS PAYABLE.

The Executors, Administrators or Assigns of the Survivor of the Assured.

Documents not marked as Exhibits but put in at the request of the parties

No. 33

Policy of Life Assurance - Royal Insurance Company Limited and Rosa and Maria Abrines.

23rd September 1917 (put in by Plaintiffs)

- continued.

SPECIAL CONDITIONS

1. This Policy will acquire a Surrender Value after three full years' premiums have been paid.

SPECIAL WAR CLAUSE

2. This Policy is issued on the express condition that during the war at present in progress the Assured shall not be at liberty to leave Gibraltar without previously obtaining the written consent of the Company and paying such extra premium as they may require.

IN WITNESS WHEREOF this Policy has been signed for the Company by its duly authorised Agent at Gibraltar this 23rd day of September One thousand Nine Hundred and SEVENTEEN.

FOR ROYAL INSURANCE COMPANY, LIMITED  
(Sgd.) Nicholas H. Guetta  
Agent.

Documents not marked as Exhibits but put in at the request of the parties

No. 33

Policy of Life Assurance - Royal Insurance Company Limited and Rosa and Maria Abrines.

23rd September, 1917 (put in by Plaintiffs)

- continued.

CONDITIONS AND PRIVILEGES

PREMIUM PAYMENTS:

1. - The Policy will not be considered to be in force until payment has been made of the first premium, or beyond thirty days after the date when any subsequent premium becomes due, unless such premiums shall have been actually paid and a printed receipt for same, issued from the Office and signed or witnessed by an officer of the Company or by an agent holding the Company's Power of Attorney, shall have been obtained.

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REVIVAL.

2. - A policy cancelled for non-payment of premium may be revived at any period within three calendar months after the expiration of the said thirty days on proof being given to the satisfaction of the Directors that the assured continues in good health, and upon payment of the amount of premium in arrear with interest thereon at the rate of six per cent. per annum.

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PAID-UP INSURANCE SURRENDER VALUE, AND LOAN.

3. - After a policy shall have acquired a surrender value it may, during its continuance in force be exchanged, at the request of the person or persons interested (in the absence of statutory restrictions and subject to proof of title) for a "Paid-Up Policy" for a reduced amount, free from future premiums, or surrendered to the Company for its cash value, calculated according to the Company's scale for determining same.

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In the case of a policy issued subject to a limited number of premiums of a uniform amount, provided the application for exchange is made whilst the policy is in force, the paid-up policy will assure a sum equal to the proportion of the sum originally assured which the number of such premiums actually paid bears to the maximum number originally payable. In any other case the amount assured by the paid-up policy will be based upon the uncharged surrender value of the exchange policy.

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If the policy is entitled to participate in profits, then

- (a) The surrender value will be increased by the cash value of existing bonuses, or
- (b) If all previous bonuses have been applied by way of addition to the sum assured, a sum bearing the same proportion to the said addition as the sum assured by the paid-up policy bears to the sum originally assured will be carried to the paid-up policy, which will be entitled to participate (for the amount of its reduced sum assured - bonus additions excluded) in future distributions of profits. In case any bonus has been dealt with otherwise than by addition to the sum assured, a corresponding adjustment of the sum assured under the paid-up policy will have to be made.

Documents not marked as Exhibits but put in at the request of the parties

No. 33

Policy of Life Assurance - Royal Insurance Company Limited and Rosa and Maria Abrines.

23rd September, 1917 (put in by Plaintiffs)

- continued.

As an alternative to the surrender of the policy a loan may be obtained on security thereof for an amount which, with one year's interest, will not exceed its surrender value, on such conditions and at such rate of interest as may be fixed by the Company

30 RESIDENCE TRAVEL AND OCCUPATION.

4. - "Free Limits":- The assured is allowed without extra charge to travel and reside in time of peace in any part of Europe; British North America; The United States of America, north of 33 North Latitude; South America, South of 30 South Latitude; the Bermuda Islands; Madeira; the Canary Islands; the Holy Land; Egypt, north of the second cataract on the Nile during the winter months; Cape Colony; Natal; Orange River Colony; the Transvaal; the British Protectorate in South Africa south of 20 South Latitude; Australia, south of the Tropic of Capricorn; Tasmania; New Zealand; Japan, and all other parts of the World north of 33 North Latitude, excepting Asia;

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Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties

No. 33

Policy of Life  
Assurance -  
Royal Insurance  
Company Limited  
and Rosa and  
Maria Abrines.

23rd September,  
1917 (put in by  
Plaintiffs)

- continued.

also to travel, unless engaged in a sea-faring occupation, between any ports within the "free limits" above named.

If the assured shall, without licence having been previously granted by the Company and payment of such additional premium as the Company may require, go anywhere not within the "free limits" above specified, or enter into or be engaged in any sea-faring occupation or naval or military service, then this policy shall cease and be void and the premiums paid thereunder shall be forfeited to the Company. It is understood, however, that the Company will be prepared to pay to the person or persons in whom the interest in the policy is legally vested the amount which would have been paid for its surrender at the date of forfeiture.

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VALIDITY  
OF THE  
CONTRACT.

5. - If it be found that there has been in any document forming the basis of the contract any suppression of fact or wilfully untrue statement capable of influencing the Company's opinion of the risk, the assurance shall cease and be void and all premiums which may have been paid in respect thereof shall be forfeited to the Company.

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It is understood, however, that the Company will not contest the validity of the contract on the ground of a mere involuntary error, provided the age of the assured has been admitted.

SUICIDE.

6. - If the assured shall die by his own hand, whether sane or insane, or by duelling, or by the hands of Justice, within three years from the commencement of the assurance, the policy shall be void as against any person claiming the amount hereby assured or any part thereof as part of the personal estate of the deceased, but shall remain in force to the extent to which a bona fide interest

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for valuable consideration possessed or acquired before the date of such death, shall be established to the satisfaction of the Company by any other person claiming under the policy.

Documents not marked as Exhibits but put in at the request of the parties

CLAIM PROOFS.

7. - Any person claiming under this policy will be required to furnish such proofs and information as the Company may consider reasonable.

No. 33

Policy of Life Assurance - Royal Insurance Company Limited and Rosa and Maria Abrines. 23rd September, 1917 (put in by Plaintiffs) - continued.

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No. 34

RECEIPT for first half yearly premium on Life Assurance Policy by Royal Insurance Company Limited to Rose and Maria Abrines.

No. 34

Receipt for first half yearly premium on Life Assurance Policy by Royal Insurance Company Limited to Rose and Maria Abrines. 2nd October, 1917 (put in by Defendants)

ROYAL INSURANCE OFFICE,  
GIBRALTAR

Receipt No,2179

2nd October, 1917

Sum Assured, £1000.

Premium £10. 1. 8

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RECEIVED from The Misses Rosa F.G. & Maria L. Abrines the sum of Ten Pounds, One Shilling, & Eight Pence Sterling being the First Half yearly Premium for an Assurance of One thousand Pounds sterling, effected with this Company on the life of herself, on the basis of the declaration made on the proposal for said Assurance, and subject to the Restrictions and Conditions of the Company's Policies appearing on the back hereof, it being expressly understood and agreed that the Directors of the Office reserve to themselves the right to reject the said proposal for the Policy upon the terms and conditions stated in the memorandum on the other side.

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(Sgd.) Nicholas H. Guetta.  
Agent.

Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties

No. 34

Receipt for  
first half  
yearly premium  
on Life Assur-  
ance Policy by  
Royal Insurance  
Company Limited  
to Rose and  
Maria Abrines.

2nd October,  
1917 (put in by  
Defendants)

RESTRICTIONS & CONDITIONS REFERRED TO IN RECEIPT

The Directors, with a view of extending and facilitating their Foreign Life Business, have lately decided to authorise the Agents to state that the Company come on the risk in Life Assurance as soon as the Premium is paid; which the Agents are authorised to receive as soon as they have satisfied themselves that the life is unexceptionable without waiting for the confirmation of their judgment by the Head Office. The Directors reserve the power to reverse their Agents' acceptance of the Proposal in which case the Premium, if received, will be returned, after deducting a proportion for the risk, between the date of this receipt and the receipt of advice by the Company's Agents that the proposal is declined; but should the person whose Life is insured die in the meantime, the claim will be paid by the Office.

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Provided also, that in case the said assured shall at any time or times depart beyond the limits of Europe, or die upon the seas, except in passing in time of peace from any one part of Europe to any other part of Europe, or shall enter into or engage in any Military or Naval service whatsoever, without the previous consent of the said Company, from time to time duly signified by endorsement on the Policy, or hereon, if the Policy be not issued at the time; or if the said assured shall die by his own act, whether sane or insane, by duelling, or by the hands of justice, or if the Declaration referred to in the body of the receipt on the other side be found to contain any false or untrue averment; then, in any such case, this Assurance shall cease and be void, to all intents and purposes whatsoever, and all premiums or monies which shall have been paid in respect thereof, shall be forfeited to the use of the said Company.

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Policies will not be considered to be in force beyond thirty days after the date when the Premium becomes due, unless the same shall have been actually paid, on a printed receipt, issued from the Office and signed or witnessed by an Officer of the Company, or by one of its Agents. But should proof be given to the satisfaction of the Directors that the party or parties whose life or lives hath or have been assured continue in good health, the Policies may be revived at any period within three calendar months, on the payment of a fine to be

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fixed by a Board of Directors, not exceeding ten shillings per cent. on the sum assured; or should they see fit, at any time after the expiration of three calendar months, on payment of such fine or additional premium as such Board of Directors shall think fit and proper to impose.

Documents not marked as Exhibits but put in at the request of the parties

No. 34

10 Assurances made by persons on their own lives, who shall die by their own act, whether sane or insane, or by duelling, or by the hands of justice, will become void so far as respects such persons, but shall remain in force so far as any other person or persons shall then have a bona fide interest therein, acquired by assignment or by legal or equitable lien, six calendar months previously to the death of the lives assured, upon due proof of the extent of such interest being made to the Directors. And if any person assured upon his own life shall die by his own hands, and not felo-de-se, 20 the Directors shall be at liberty, if they shall think proper, to pay, for the benefit of his family, the whole or any part of the amount which would have become due in respect of the Policy, as they may think fit.

Receipt for first half yearly premium on Life Assurance Policy by Royal Insurance Company Limited to Rose and Baria Abrines.

2nd October, 1917 (put in by Defendants)

- continued.

30 All claimants, upon the decease of any person whose life shall have been assured by the Company, must make proof thereof, and give such further information respecting the same as the Directors shall think reasonable. Reasonable proof will also be required of the date of birth, unless such proof shall have been previously furnished and admitted, by endorsement on the Policy.

The time for payment of claims accruing by Death is at the expiration of three calendar months after satisfactory proof of the death of the party or parties, upon whose life or lives the Assurance has been effected, but the Directors reserve to themselves the power to discharge any claim immediately on its being established.

Documents not marked as Exhibits but put in at the request of the parties

No. 35

MEMORANDUM as to ages of Rosa and Maria Abrines.

ROYAL INSURANCE COMPANY LIMITED

Chief Offices:

No. 35

1, North John Street, Liverpool and 24-28, Lombard Street, London, E.C.

Memorandum as to ages of Rosa and Maria Abrines.

11th October, 1917 (put in by Defendants).

The Ages of Rosa Francisca Guadalupe Abrines and Maria Leocadia Abrines described in Policy No.127777 issued by the Company are admitted on the voucher produced.

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Dated at Liverpool, this 11th day of October, 1917.

General Manager.

This Memo should be affixed to the Policy.

No. 38

No. 38

Deed of Release and Re-assignment Francisco Labrador y Mendez and another (1) and Rosa and Maria Abrines (2).

DEED OF RELEASE and RE-ASSIGNMENT - Francisco Labrador y Mendez and another (1) and Rosa and Maria Abrines (2).

12th February, 1923 (put in by Defendants).

THIS INDENTURE made the Twelfth day of February One Thousand Nine Hundred and Twenty-Three BETWEEN FRANCISCO LABRADOR Y MENDEZ and EDUARDO LABRADOR Y MENDEZ of Main Street Gibraltar Traders (hereinafter described as the "Mortgagees") of the one part and ROSA FRANCISCA GUADALUPE ABRINES and MARIA LEOCADIA ABRINES of Pitman's Alley Gibraltar Spinsters (hereinafter described as the "Mortgagors") of the other part WHEREAS by an Indenture of Mortgage dated the First day of December One Thousand Nine Hundred and Seventeen made between the said Mortgagors therein described as of the one part and the said Mortgagees therein also described as of the other part All that piece of ground hereditaments and premises situate on the East Side of Main Street and North Side of Pitman's

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Alley being Nos. 393 and 394 and R. Nos. 599 and 600 in the General Plan of the Garrison of Gibraltar were demised by the said Mortgagors to the said Mortgagees for the term of Ninety Nine Years from the date next before the date of the said recited Indenture if the said Mortgagors should so long live without impeachment of waste and subject to the payment of the ground or quit rent reserved to His Majesty His Heirs and Successors and to the performance of the conditions contained in a Deed of Sale by the Officers of His Majesty's Ordnance dated the First day of April One Thousand Eight Hundred and Seven in a Grant dated the Thirty First day of August One Thousand Eight Hundred and Twenty-Seven and in certain Letters Patent dated the Thirtieth day of December One Thousand Eight Hundred and Twenty-four And subject also to an Indenture dated the Twelfth day of May One Thousand Nine Hundred and Sixteen therein more particularly referred to and subject also to the proviso for redemption also contained in the said recited Indenture AND WHEREAS by the said Indenture all that policy on the two lives of the said Mortgagors payable on the death of the survivor of them for the sum of One Thousand Pounds granted by the Royal Insurance Company Limited dated the Twenty-Third day of September One Thousand Nine Hundred and Seventeen and numbered 127777 was also assigned by the said Mortgagors and as beneficial owners conveyed unto the said Mortgagees together with the sum of One Thousand Pounds and all other monies thereby assured to secure with the premises therein before demised the payment to the said Mortgagees the sum of Nine Hundred Pounds with interest thereon advanced to the said Mortgagors under the said recited Indenture AND WHEREAS the said sum of Nine Hundred Pounds and all interest thereon has since the execution of the last recited Indenture been paid to the said Mortgagees by the said Mortgagors (the receipt whereof is hereby acknowledged) AND WHEREAS the said Mortgagees at the request of the said Mortgagors and in consideration of the sum of Nine Hundred Pounds having been paid in redemption of the said Mortgage debt as aforesaid have agreed to execute such Release and Re-Assignment of the premises comprised in the said Indenture of Mortgage as is hereinafter contained NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the premises the said Mortgagees do hereby surrender and release unto the said Mortgagors ALL THAT piece of ground hereditaments and premises situate on the East Side of Main

Documents not marked as Exhibits but put in at the request of the parties

No. 38

Deed of Release and Re-assignment Francisco Labrador y Mendez and another (1) and Rosa and Maria Abrines (2).

12th February, 1923 (put in by Defendants)

- continued.

Documents not marked as Exhibits but put in at the request of the parties

No. 38

Deed of Release and Re-assignment Francisco Labrador y Mendez and another (1) and Rosa and Maria Abrines (2).

12th February, 1923 (put in by Defendants)

- continued.

Street and North Side of Pitman's Alley being Nos. 393 and 394 and R. Nos. 599 and 600 in the General Plan of the Garrison of Gibraltar TO HOLD the same unto the said Mortgagors and their assigns discharged from the said Mortgage debt and all interest thereon and from all monies due or at any time owing on the security of the said recited Indenture to the intent that the said term of Ninety-Nine years created by the said recited Indenture of Mortgage shall merge and be extinguished in the life estate of the said Mortgagors in the premises aforesaid but subject to the payment of the ground or quit rent reserved to His Majesty His Heirs and Successors and to the performance of the conditions contained in a certain Deed of Sale by the Officers of His Majesty's Ordnance dated the First day of April One Thousand Eight Hundred and Seven in a Grant dated the Thirty-First day of August One Thousand Eight Hundred and Twenty-Seven and in Letters Patent dated the Thirtieth day of December One thousand Eight Hundred and Twenty-Four respectively AND THIS INDENTURE ALSO WITNESSETH that in further pursuance of the said Agreement and for the consideration aforesaid the said Mortgagees DO HEREBY RELEASE unto the said Mortgagors ALL that the said Policy of Insurance for the sum of ONE THOUSAND POUNDS granted by the Royal Insurance Company Limited dated the Twenty-Third day of September One Thousand Nine Hundred and Seventeen and numbered 127777 aforesaid together with the sum of One Thousand Pounds and all monies thereby assured freed and discharged from all monies and interest thereon owing on the security of the said recited Indenture of Mortgage IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year first above written.

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SIGNED SEALED AND DELIVERED )  
by the above named FRANCISCO ) Francisco Labrador Y  
LABRADOR Y MENDEZ and ) Mendez  
EDUARDO LABRADOR Y MENDEZ in ) Eduardo Labrador Y  
the presence of :- ) Mendez.

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H.J. King.

W. Fayers.

SIGNED SEALED AND DELIVERED )  
 by the above named ROSA ) ROSA ABRINES  
 FRANCISCA GUADALUPE ABRINES )  
 and MARIA LEOCADIA ABRINES ) MARIA LEOCADIA ABRINES  
 in the presence of :-

Documents not  
 marked as  
 Exhibits but  
 put in at the  
 request of  
 the parties

H.J. King.  
 Solicitor for the Misses Abrines.

W. Fayers.  
 Gibraltar Law Clerk.

No. 38

Deed of Release  
 and Re-assign-  
 ment Francisco  
 Labrador y  
 Mendez and  
 another (1) and  
 Rosa and Maria  
 Abrines (2).

12th February,  
 1923 (put in by  
 Defendants)

- continued.

10 Certificate of Approval dated 27th March, 1923  
 prior to registration, endorsed and signed by  
 Governor and Commander-in-Chief of the City and  
 Garrison of Gibraltar.

Certificate of Registration dated 13th April,  
 1923 endorsed and signed by Registrar of Supreme  
 Court of Gibraltar.

No. 39

DEED OF MORTGAGE - Rosa and Maria Abrines (1)  
 and Lewis Stagnetto and John Vincent Stagnetto  
 (2)

No. 39

Deed of  
 Mortgage - Rosa  
 and Maria  
 Abrines (1) and  
 Lewis Stagnetto  
 and John  
 Vincent  
 Stagnetto (2).

14th February,  
 1923 (put in by  
 Defendants).

20 T H I S I N D E N T U R E made the Fourteenth  
 day of February One Thousand Nine Hundred and Twenty-  
 Three BETWEEN ROSA FRANCISCA GUADALUPE ABRINES and  
 MARIA LEOCADIA ABRINES of Gibraltar Spinster of the  
 One part and LEWIS STAGNETTO and JOHN VINCENT  
 STAGNETTO of Gibraltar aforesaid Merchants carrying  
 on business in partnership under the style of  
 STAGNETTO SCHEMBRIE & COMPANY of the Other part  
 W H E R E A S under or by virtue of the Will of the  
 late Richard Abrines of Gibraltar Trader deceased  
 dated the Twenty-Fourth day of November One Thousand  
 Eight Hundred and Ninety-Three and of an order of  
 the Supreme Court of Gibraltar dated the Nineteenth  
 day of September One Thousand Nine Hundred and Six-  
 teen made in an Action marked 1916:A:No.2 In the  
 Matter of the Trusts of the Will of Richard  
 Abrines deceased between the said Rosa Francisca  
 Guadalupe Abrines in the said Order described as

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Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties

No. 39

Deed of  
Mortgage -  
Rosa and Maria  
Abrines (1) and  
Lewis Stagnetto  
and John  
Vincent  
Stagnetto (2)

14th February,  
1923 (put in by  
Defendants)

- continued.

Rosa Abrines and the said Maria Leocadia Abrines in  
the said Order described as Mary Leocadia Abrines  
Plaintiffs and Louis Abrines and Alexander Risso as  
Trustees of the Will of the late Richard Abrines  
deceased Defendants the said Rosa Francisca Guada-  
lupe Abrines and Maria Leocadia Abrines are seised  
of and entitled to inter alia the hereditaments and  
premises hereinafter described and intended to be  
hereby assured for an estate for life in possession  
without impeachment of waste as tenants in common  
in equal moieties and subject thereto on the death  
of either of the said Rosa Francisca Guadalupe  
Abrines and Maria Leocadia Abrines without issue to  
an estate for life on share or equal moiety of the  
one so dying AND WHEREAS the said Rosa Francisca  
Guadalupe Abrines and Maria Leocadia Abrines are  
entitled to a policy of assurance on the two lives  
of the said Rosa Francisca Guadalupe Abrines and  
Maria Leocadia Abrines payable on the death of the  
survivor of them for the sum of One Thousand Pounds  
granted by the Royal Insurance Company Limited  
dated the Twenty-Third day of September One Thousand  
Nine Hundred and Seventeen and numbered 127777 and  
under the half-yearly premium of Ten pounds one  
shilling and eight pence AND WHEREAS the said Lewis  
Stagnetto and John Vincent Stagnetto have agreed to  
lend to the said Rosa Francisca Guadalupe Abrines and  
Maria Leocadia Abrines the sum of One Thousand Pounds  
upon having the payment thereof with interest thereon  
at the rate hereinafter mentioned secured in manner  
hereinafter appearing NOW THIS INDENTURE WITNESSETH  
that in pursuance of the said Agreement and in con-  
sideration of the sum of One Thousand Pounds this  
day paid to the said Rosa Francisca Guadalupe  
Abrines and Maria Leocadia Abrines by the said  
Louis Stagnetto and John Vincent Stagnetto out of  
the monies belonging to them on a joint account (of  
which sum the said Rosa Francisca Guadalupe Abrines  
and Maria Leocadia Abrines do and each of them doth  
hereby acknowledge the receipt) the said Rosa  
Francisca Guadalupe Abrines and Maria Leocadia  
Abrines do and each of them doth hereby covenant  
with the said Lewis Stagnetto and John Vincent  
Stagnetto to pay to them their executors adminis-  
trators or assigns on the Fifteenth day of February  
One Thousand Nine Hundred and Twenty-Six the said  
sum of One thousand Pounds with interest thereon in  
the meantime at the rate of five per cent per annum  
And also as long after that date as any principal  
money shall remain due under this Mortgage to pay  
to the said Lewis Stagnetto and John Vincent Stag-  
netto their executors administrators or assigns

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10 interest thereon at the same rate by equal monthly  
 payments on the last day of every month in every  
 year AND THIS INDENTURE ALSO WITNESSETH that for  
 the consideration aforesaid they the said Rosa  
 Francisca Guadalupe Abrines and Maria Leocadia  
 Abrines hereby bargain and sell and demise and as  
 beneficial owners hereby convey unto the said Lewis  
 Stagnetto and John Vincent Stagnetto ALL THAT piece  
 of ground hereditaments and premises situate on the  
 East Side of Main Street and North Side of Pitman's  
 Alley being Nos. 393 and 384 and R. Nos. 599 and  
 600 in the General Plan of the Garrison TO HOLD  
 the same unto the said Lewis Stagnetto and John  
 Vincent Stagnetto for the term of Ninety-Nine Years  
 from the day next before the date of these presents  
 if the said Rosa Francisca Guadalupe Abrines and  
 Maria Leocadia Abrines shall so long live without  
 impeachment of waste subject to the payment of the  
 Ground or Quit Rent reserved to His Majesty His  
 20 Heirs and Successors and to the performance of the  
 conditions respectively contained in a certain  
 Deed of Sale by the Respective Officers of His  
 Majesty's Ordnance dated the First day of April One  
 thousand Eight Hundred and Seven a certain Grant  
 dated the Thirty-first day of August One Thousand  
 Eight Hundred and Twenty-Seven and certain Letters  
 Patent dated the Thirtieth day of December One  
 Thousand Eight Hundred and Twenty-four And Subject  
 also to an Indenture dated the Twelfth day of May  
 30 One Thousand Nine Hundred and Sixteen made between  
 the said Rosa Francisca Guadalupe Abrines in the  
 said Indenture described as Rosa Abrines and the  
 said Maria Leocadia Abrines of the one part and the  
 said Lewis Stagnetto John Schembri and Stephen Sant'  
 Angelo therein described as carrying on business  
 under the style of Stagnetto Schembri & Co. of the  
 other part AND SUBJECT also to the proviso for re-  
 demption hereinafter contained AND THIS INDENTURE  
 ALSO WITNESSETH that for the consideration afore-  
 said they the said Rosa Francisca Guadalupe Abrines  
 and Maria Leocadia Abrines hereby assign and as  
 beneficial owners convey unto the said Lewis Stag-  
 netto and John Vincent Stagnetto ALL THAT the said  
 policy of Assurance hereinbefore described TOGETHER  
 with the sum of One thousand pounds thereby assured  
 and all other monies assured or to become payable  
 by virtue thereof and the full benefit thereof TO  
 HOLD the said policy and premises hereby assigned  
 unto the said Lewis Stagnetto and John Vincent  
 40 Stagnetto their executors administrators and assigns  
 50 SUBJECT to the proviso for redemption hereinafter

Documents not  
 marked as  
 Exhibits but  
 put in at the  
 request of  
 the parties

No. 39

Deed of  
 Mortgage -  
 Rosa and Maria  
 Abrines (1) and  
 Lewis Stagnetto  
 and John  
 Vincent  
 Stagnetto (2)

14th February,  
 1923 (put in by  
 Defendants)

- continued.

Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties

No. 39

Deed of  
Mortgage -  
Rosa and Maria  
Abrines (1) and  
Lewis Stagnetto  
and John  
Vincent  
Stagnetto (2)  
14th February,  
1923 (put in by  
Defendants)  
- continued.

contained PROVIDED ALWAYS that if the said Rosa  
Francisca Guadalupe Abrines and Maria Leocadia  
Abrines or either of them their executors adminis-  
trators or assigns or the heirs executors adminis-  
trators or assigns or either of them shall pay  
unto the said Lewis Stagnetto and John Vincent  
Stagnetto their executors administrators or assigns  
the said sum of One Thousand Pounds with interest  
for the same in the meantime at the rate of five  
per cent per annum on the said Fifteenth day of  
February One Thousand Nine Hundred and Twenty-Six  
without any deduction then the said Lewis Stagnetto  
and John Vincent Stagnetto their executors adminis-  
trators or assigns will at any time thereafter upon  
the request and at the cost of the said Rosa  
Francisca Guadalupe Abrines and Maria Leocadia  
Abrines their heirs executors administrators or  
assigns reconvey and surrender the said heredita-  
ments and premises hereby demised to the said Rosa  
Francisca Guadalupe Abrines and Maria Leocadia  
Abrines or their assigns and reassign the said  
policy of assurance and premises hereby assigned to  
the said Rosa Francisca Guadalupe Abrines and Maria  
Leocadia Abrines their executors administrators or  
assigns or as they shall direct PROVIDED ALSO that  
if the said Rosa Francisca Guadalupe Abrines and  
Maria Leocadia Abrines their heirs executors admin-  
istrators or assigns shall on every last day of  
every month in every year or within twenty days  
next after each of such days respectively pay to  
the said Lewis Stagnetto and John Vincent Stagnetto  
interest on the said principal sum or on such part  
thereof as shall for the time being remain unpaid  
then and in such case the said Lewis Stagnetto and  
John Vincent Stagnetto shall not before the Fif-  
teenth day of February One Thousand Nine Hundred  
and Twenty-Six call in the said principal sum or  
any part thereof PROVIDED NEVERTHELESS that not-  
withstanding anything herein contained in case of  
the default or failure of the said Rosa Francisca  
Guadalupe Abrines and Maria Leocadia Abrines their  
heirs executors administrators or assigns to ob-  
serve and perform any of the covenants herein con-  
tained or implied or any obligation imposed by  
statute or otherwise and on their part to be  
observed or performed other than the covenant for  
payment on the Fifteenth day of February One Thou-  
sand Nine Hundred and Twenty-Six or in case the  
said Lewis Stagnetto and John Vincent Stagnetto  
their executors administrators or assigns shall  
enter into possession or receipt of the rents and  
profits of the premises or any part thereof then

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and in any such case the provisions herein contained for the non calling in of the said principal sum or any part thereof before the said Fifteenth day of February One Thousand Nine Hundred and Twenty-Six shall cease and the said Rosa Francisca Guadalupe Abrines and Maria Leocadia Abrines hereby covenant with the said Lewis Stagnetto and John Vincent Stagnetto that they the said Rosa Francisca Guadalupe Abrines and Maria Leocadia Abrines their heirs executors or administrators will at their own cost from time to time so long as any money shall remain due under this Mortgage keep all the buildings comprised in good and substantial repair and also insured against loss or damage by fire in the Royal Exchange Assurance or some other Insurance office to be approved in writing by the said Lewis Stagnetto and John Vincent Stagnetto their executors administrators or assigns in the name of the said Lewis Stagnetto and John Vincent Stagnetto in the aggregate sum of Two Thousand Pounds at least and will from time to time duly and punctually pay the premiums and moneys necessary for effecting and keeping up such insurance and will on demand deliver to the said Lewis Stagnetto and John Vincent Stagnetto their executors administrators or assigns the policy or policies of such insurance and the receipt for all such payments AND THAT in case default shall at any time be made in keeping in repair as aforesaid or insured the said buildings or any of them or in delivering the said policy or policies or the receipt for any such payment as aforesaid then and in every such case it shall be lawful for the said Lewis Stagnetto and John Vincent Stagnetto their executors administrators or assigns to enter upon the premises and effect any repair which they may think necessary or proper or to insure and keep insured all or any of the said messuage and buildings in any sum not exceeding Two Thousand Pounds as the case may require AND THAT the said Rosa Francisca Guadalupe Abrines and Maria Leocadia Abrines their heirs executors administrators or assigns will on demand pay unto the said Lewis Stagnetto and John Vincent Stagnetto their executors administrators or assigns all such sums of money as they or any of them shall spend in or about such repair or insurance as the case may be with the interest for the same at the rate aforesaid as from the time of the same having been expended respectively and that until repayment the same shall be a charge upon the premises PROVIDED ALWAYS that in case any loss or damage by fire

Documents not marked as Exhibits but put in at the request of the parties

No. 39

Deed of Mortgage - Rosa and Maria Abrines (1) and Lewis Stagnetto and John Vincent Stagnetto (2)

14th February, 1923 (put in by Defendants)

- continued.

Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties

No. 39

Deed of  
Mortgage -  
Rosa and Maria  
Abrines (1) and  
Lewis Stagnetto  
and John  
Vincent  
Stagnetto (2)

14th February,  
1923 (put in by  
Defendants)

- continued.

shall happen to the said messuage or dwelling house buildings and premises all monies which shall be received by virtue of any such policy of assurance as aforesaid shall forthwith be applied in making good the damage or injury which shall have been sustained or in the discretion of the said Lewis Stagnetto and John Vincent Stagnetto their executors administrators or assigns and if they shall so require by notice in writing given to the said Lewis Stagnetto and John Vincent Stagnetto their heirs executors administrators or assigns or left on the premises hereby conveyed within eight days after such loss or damage by fire shall have happened shall be applied in or towards the discharge of the monies for the time being due under this Mortgage AND the said Rosa Francisca Guadalupe Abrines and Maria Leocadia Abrines hereby covenant with the said Lewis Stagnetto and John Vincent Stagnetto that they the said Rosa Francisca Guadalupe Abrines and Maria Leocadia Abrines will not do or suffer anything whereby the said policy hereby assigned may become void or voidable or the said Lewis Stagnetto and John Vincent Stagnetto their executors administrators or assigns may be hindered from receiving all or any of the moneys assured or to become payable by virtue thereof AND THAT if the said policy shall become void or if the said Royal Insurance Company Limited shall be wound up or shall enter into any arrangement with its creditors the said Rosa Francisca Guadalupe Abrines and Maria Leocadia Abrines will immediately after effect a new policy or policies on their lives in some other Life Assurance Society to be approved by the said Lewis Stagnetto and John Vincent Stagnetto their executors administrators or assigns in the names of the said Lewis Stagnetto and John Vincent Stagnetto their executors administrators or assigns for a sum or sums not less in the whole than the sum of One Thousand Pounds and that every such policy or policies and the monies to become payable under the same shall be subject to the proviso for redemption hereinbefore contained and to this present security in all respects in like manner as the said existing policy of assurance and the moneys to become payable by virtue thereof and that the said Rosa Francisca Guadalupe Abrines and Maria Leocadia Abrines their heirs executors or administrators will from time to time pay the said half-yearly premium of Ten Pounds One Shilling and Eight-pence and any premiums or sums for the time being necessary for keeping on foot the said policy hereby assigned or any policy to be effected as aforesaid on the day on which the same

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respectively ought to be paid and forthwith deliver the receipt for the same to the said Lewis Stagnetto and John Vincent Stagnetto their executors administrators or assigns AND will on demand pay to the said Lewis Stagnetto and John Vincent Stagnetto their executors administrators or assigns all moneys which shall be expended by them in keeping up the said existing policy or in effecting or keeping up the said existing policy or in effecting or keeping up any new policy or policies in lieu thereof and all costs incurred or paid by them with interest thereof at the rate aforesaid from the time or respective times of the same having been expended and that until such monies shall be paid with interest all and singular the premises hereby demised and the said existing or any new policy to be effected as aforesaid and the monies to become payable under the same shall be charged with the payment thereof and further that they the said Rosa Francisca Guadalupe Abrines and Maria Leocadia Abrines will not without the consent in writing of the said Lewis Stagnetto and John Vincent Stagnetto their executors administrators or assigns so long as any money shall remain due on this security execute any of the powers or authorities contained in the said Will of Richard Abrines deceased or in the above mentioned Order of the Supreme Court of Gibraltar dated the Nineteenth day of September One Thousand Nine Hundred and Sixteen or do or concur in any other act whereby this security shall be in anywise prejudiced or affected I N W I T N E S S whereof the said parties hereto have hereunto set their hands and seals the day and year first before written.

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Documents not marked as Exhibits but put in at the request of the parties

No. 39

Deed of Mortgage - Rosa and Maria Abrines (1) and Lewis Stagnetto and John Vincent Stagnetto (2)

14th February, 1923 (put in by Defendants)

- continued.

SIGNED SEALED AND DELIVERED )  
by the above named ROSA ) Rosa Abrines  
FRANCISCA GUADALUPE ABRINES )  
and MARIA LEOCADIA ABRINES ) Maria Leocadia  
in the presence of ) Abrines.

40 H. King  
Solicitor for the Misses Abrines.

W.P. Fayers  
Gibraltar. Law Clerk.

SIGNED SEALED AND DELIVERED )  
by the above named LEWIS ) Lewis Stagnetto  
STAGNETTO and JOHN VINCENT )  
STAGNETTO in the presence ) John Stagnetto  
of )  
(Sgd.) Manuel Linares  
(Sgd.) Albert R. Isola.

50 Certificate of Approval dated 27th March, 1923 endorsed and signed by Governor and Commander-in-Chief of the City and Garrison of Gibraltar.

Certificate of Registration dated 13th April, 1923 endorsed and signed by Registrar of Supreme Court of Gibraltar.

Documents not marked as Exhibits but put in at the request of the parties

No. 40

Indenture of Lease - Rosa and Maria Abrines (1) and Lewis Stagnetto and John Vincent Stagnetto (2)

15th February, 1923 (put in by Defendants).

INDENTURE OF LEASE - Rosa and Maria Abrines (1) and Lewis Stagnetto and John Vincent Stagnetto (2)

THIS INDENTURE made the Fifteenth day of February One thousand nine hundred and twenty three BETWEEN ROSA ABRINES and MARIA LEOCADIA ABRINES of Gibraltar Spinsters who are beneficially entitled for their lives to the rents and profits of the premises hereby assigned under or by virtue of the Will of the late Richard Abrines deceased dated the Twenty-fourth day of November One thousand eight hundred and ninety-three (hereinafter called "the Lessors") (which expression shall include the persons or person for the time being entitled to receive the rents hereby reserved) of the one part and LEWIS STAGNETTO and JOHN VINCENT STAGNETTO of Gibraltar Merchants carrying on business in partnership under the style of Stagnetto Schembri and Company (hereinafter called "the Lessees") which expression shall include their executors administrators and assigns where the context so admits of the other part WITNESSETH that in consideration of the rent covenants and conditions hereinafter reserved and contained the Lessors by virtue and in exercise of the powers vested in them by the Settled Land Act 1882, the Settled Land Ordinance 1895 and of every or any other power so enabling them in that behalf do hereby demise unto the Lessees ALL THAT the ground floor of ALL THAT piece of ground hereditaments and premises situate on the East side of Main Street (formerly Church Street) and North side of Pitman's Alley and being Nos.393/394 and R. Nos.599/600 in the General Plan of the Garrison of Gibraltar which ground floor comprises the Shop and Stores at present in the occupation of the said firm Stagnetto Schembri and Company and the Yard, Coach-house and Stables adjoining the same with the appurtenances thereof TO HOLD the same (Subject nevertheless to the payment of the Ground or Quit Rent reserved to His Majesty His Heirs and Successors and to the performance and observance of the covenants and conditions respectively contained as to Property No.393 in a Deed of Sale by Respective Officers of His Majesty's Ordnance dated the First day of April One thousand eight hundred and seven as to Property No.394 in a grant by General Sir George Don by sale in fee dated the Thirty-first day of August One thousand eight hundred and twenty-seven and as to property R. Nos.599/600 in the Letters Patent of the said premises dated

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Thirtieth day of December One thousand eight hundred and twenty-four) UNTO the Lessees from the date hereof for the term of Twenty-one years determinable nevertheless as is hereinafter provided YIELDING AND PAYING during the said term of Twenty-one years hereby granted the yearly rent of Nine thousand nine hundred Pesetas to be paid by twelve equal monthly payments in every year the first monthly payment to be made on the First day of February One thousand nine hundred and twenty-three SUBJECT nevertheless to the proviso hereinafter contained for the total or partial suspension of the said rents in the events hereinafter mentioned AND the Lessees hereby covenant with the Lessors in manner following that is to say THAT the Lessees will pay the rent hereby reserved at the time and in manner aforesaid AND ALSO will pay during the said term all Sanitary Purposes Rates and Water Rates which during the said term shall be assessed charged or imposed upon the said premises hereby demised (except the Ground Rent) AND ALSO will during the said term keep the inside of the said premises hereby demised in good and substantial repair and condition fair and reasonable wear and tear and damage by fire tempest the firing of guns or the King's Enemies excepted AND ALSO will at the expiration or other sooner determination of the said term peaceably surrender and yield up unto the Lessors the said premises hereby demised in a tenantable condition making good and repairing all damage done or occasioned by the removal of any fixtures to which the Lessees may be entitled AND ALSO will during the said term permit the Lessors or their Agents at any time to enter the said demised premises and examine the state of repair and condition thereof and will repair and make good all defects of which notice in writing shall be given by the Lessors to the Lessees within one calendar month after the giving of such notice AND ALSO will in the event of their making any alterations or additions structural or otherwise in or to the said demised premises restore the same to their original state on the determination of the said lease AND ALSO that if the Lessees shall at any time make default in the performance of any of the covenants hereinbefore contained for or relating to the repair of the said premises it shall be lawful for the Lessors to enter upon the said demised premises and repair the same at the expense of the Lessees in accordance with the covenants and provisions of these presents and to recover the expenses of such repair in case the same shall not be paid by the Lessees within one calendar month after written

Documents not marked as Exhibits but put in at the request of the parties

No. 40

Indenture of Lease - Rosa and Maria Abrines (1) and Lewis Stagnetto and John Vincent Stagnetto (2) 15th February, 1923 (put in by Defendants).

- continued.

Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties

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No. 40

Indenture of  
Lease - Rosa  
and Maria  
Abrines (1)  
and Lewis  
Stagnetto and  
John Vincent  
Stagnetto (2)  
15th February,  
1923 (put in by  
Defendants).  
- continued.

notice in that behalf given to the Lessees by dis-  
tress or otherwise as if the same had been rent in  
arrear reserved by these presents PROVIDED ALWAYS  
that if the rent hereby reserved or any part thereof  
shall at any time be in arrear for twenty-one days  
after the same shall become due or if there shall be  
a breach of any of the Lessees covenants herein con-  
tained or if the Lessees shall while the said prem-  
ises shall remain vested in them be adjudicated  
bankrupt or if their interest shall be taken in 10  
execution then and in any such cases it shall be  
lawful for the Lessors to re-enter upon the said  
demised premises and thereupon the said term shall  
absolutely determine PROVIDED ALSO that in case  
the said demised premises or any part thereof shall  
at any time be destroyed or so damaged by fire tem-  
pest the firing of guns or the King's Enemies as to  
be unfit for occupation or use then the rent hereby  
reserved or a fair or just proportion thereof ac- 20  
cording to the nature and extent of the damage  
sustained shall until the said premises shall have  
been rebuilt or reinstated and made fit for occupa-  
tion or use be suspended or cease to be payable  
PROVIDED ALSO that if the Lessees shall be desirous  
of putting an end to this present demise at the  
expiration of the first Seven years of the term of  
Twenty-one years hereby granted or at the expiration  
of the first Fourteen years of the said term of  
Twenty-one years hereby granted and shall for that 30  
purpose deliver to the Lessors Three calendar months  
previous notice in writing of such their desire and  
shall pay all arrears of rent and perform all and  
every the covenants hereinbefore contained and on  
their part to be performed then and in such case  
immediately after the expiration of the said term  
of Seven years or Fourteen years as the case may be  
this present lease and everything herein contained  
shall cease and be absolutely void to all intents  
and purposes whatsoever AND the Lessors hereby  
covenant with the Lessees that the Lessors will 40  
during the said term pay the Ground or Quit Rent  
reserved to His Majesty His Heirs and Successors  
and observe the covenants and conditions contained  
in the respective Grants aforesaid of the said sev-  
eral premises AND ALSO will insure the said demised  
premises against loss or damage by fire and in case  
of damage or destruction by fire tempestuous weather  
the firing of guns or the King's Enemies will re-  
build or reinstate the same AND ALSO will at all 50  
times during the said term keep the outside walls  
roofs foundations and main drains and outside of the

said demised premises in proper and substantial repair and condition AND FURTHER that the Lessees so long as they shall pay the said yearly rent in manner aforesaid and observe and perform all and singular the covenants and conditions and agreements on their part to be performed and observed shall and may peaceably and quietly hold and enjoy the said demised premises during the said term without interruption or disturbance by the Lessors or any person claiming under or in trust for them or under the trusts or limitations of the Will dated the Twenty-fourth day of November One thousand eight hundred and ninety-three of Richard Abrines deceased AND IT IS HEREBY AGREED AND DECLARED by and between the Lessees that they shall stand possessed of the said demised premises IN TRUST for the said partnership firm of Stagnetto Schembri and Company as part of the capital and estate thereof IN WITNESS whereof the said parties hereto have to these presents made in duplicate set their respective hands and seals the day and year first before written

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SIGNED SEALED AND DELIVERED } Rosa Abrines (L.S.)  
 by the Lessors in the pres- }  
 ence of :- } Maria Leocadia  
 Abrines (L.S.)

H. King  
 Solicitor for the Lessors.

W.J. Fayers  
 Gibraltar Law Clerk.

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SIGNED SEALED AND DELIVERED } Lewis Stagnetto (L.S.)  
 by the Lessees in the pres- }  
 ence of :- } John Stagnetto (L.S.)

Manuel Linares.

Albert R. Isola.

Approved by H.E. Sir H.L. Smith-Dorrien Governor on the 27th day of March 1923.

Registered on the 29th day of March 1923 as No. 39 of 1923. Folios 24 Stamps £2.4.8. No. of Deed 6017 Certificate 10/-.

Documents not marked as Exhibits but put in at the request of the parties

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No. 40

Indenture of Lease - Rosa and Maria Abrines (1) and Lewis Stagnetto and John Vincent Stagnetto (2)  
 15th February, 1923 (put in by Defendants)

- continued.

Documents not marked as Exhibits but put in at the request of the parties

No. 41

DEED OF MORTGAGE - Telmo John Dodero and Eugene Patrick Griffin (1) Rosa and Mary Abrines (2) and Moses Elias Seruya (3)

No. 41

Deed of Mortgage - Telmo John Dodero and Eugene Patrick Griffin (1) Rosa and Mary Abrines (2) and Moses Elias Seruya (3).

20th November, 1925 (put in by Defendants)

THIS INDENTURE made the Twentieth day of November One thousand nine hundred and Twenty five BETWEEN TELMO JOHN DODERO of Gibraltar Priest in Holy Orders of the Holy Roman Catholic Church and EUGENE PATRICK GRIFFIN Companion of the Imperial Service Order and Member of the Most Excellent Order of the British Empire of Gibraltar aforesaid Colonial Civil Servant Trustees of the Will of the late Richard Abrines of Gibraltar aforesaid Trader deceased (hereinafter called the "Mortgagors") of the first part ROSA FRANCISCA GUADALUPE ABRINES and MARY LEOCADIA ABRINES of Gibraltar aforesaid Spinsters (hereinafter called the "Tenants for life") of the second part and MOSES ELIAS SERUYA of Gibraltar aforesaid Trader (hereinafter called the "Mortgagee") of the third part WHEREAS by an Order of the Supreme Court of Gibraltar in its Chancery Jurisdiction dated the Nineteenth day of September One Thousand Nine Hundred and Sixteen made in an action marked "1916: A: No.2 - In the matter of the Trusts of the Will of the late Richard Abrines deceased" aforesaid the said Mortgagors were appointed Trustees of the Will of the said Richard Abrines and the hereditaments and premises hereinafter described and intended to be hereby assured were vested in such Mortgagors AND WHEREAS the Trustees of the Will of the said Richard Abrines were by such Will given powers inter alia to mortgage the Trust Estate or any part thereof to pay for improvements which such Trustees should consider to be of a permanent nature AND WHEREAS the said Mortgagors as such Trustees and in exercise of such powers and of all such powers so enabling them have carried out certain permanent improvements to the Trust Estate and have determined at the request of the said Tenants for life and in exercise of the hereinbefore recited powers to borrow the sum of Five thousand Pesetas to pay for the cost of the said improvements AND WHEREAS the said Mortgagee has agreed to lend to the said Mortgagors the sum of Five thousand Pesetas upon having the payment thereof with interest at the rate hereinafter mentioned in manner hereinafter appearing NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of FIVE

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THOUSAND PESETAS this day paid to the Mortgagors as such Trustees as aforesaid at the request of the said Tenants for life by the said Mortgagee (the receipt whereof the said Mortgagors do and each of them doth hereby acknowledge) the said Mortgagors and Tenants for life do and each of them hereby covenant with the said Mortgagee to pay to him his executors administrators or assigns on the Twentieth day of November One Thousand Nine

10 Hundred and Twenty eight the said sum of Five Thousand Pesetas with interest thereon in the meantime at the rate of Five per Centum per annum and also as long after that date as any principal money shall remain due under this Mortgage to pay to the said Mortgagee his executors administrators or assigns interest thereon at the same rate by equal monthly payments on the last day of every month in every year AND THIS INDENTURE ALSO WITNESSETH that for

20 the consideration aforesaid the said Mortgagors as such Trustees as aforesaid at the request of the said Tenants for life and in exercise of the full powers granted to them under the Will aforesaid and of every power so enabling them DO HEREBY APPOINT and the said Tenants for life as beneficial owners DO HEREBY CONFIRM unto the said Mortgagee the hereditaments and premises described in the Schedule hereto TO HOLD the same unto and to the use of the said Mortgagee in fee simple for securing payment on the Twentieth day of November One Thousand Nine

30 Hundred and Twenty Eight of the said principal sum of Five Thousand Pesetas with interest thereon as hereinbefore reserved Subject to the payment of the Ground or Quit Rent reserved to His Majesty His Heirs and Successors and to the observance and performance of the covenants and conditions contained in a certain Deed of Sale by the respective Officers of His Majesty's Ordnances dated the First day of April One Thousand Eight Hundred and Seven and a certain Grant dated the Thirty First day of August

40 One thousand Eight Hundred and Twenty seven and certain Letters Patent dated the Thirtieth day of December One Thousand Eight Hundred and Twenty four PROVIDED ALWAYS AND IT IS HEREBY DECLARED that if the said sum of Five Thousand Pesetas with interest thereon from the date hereof after the rate of Five per centum per annum shall be paid to the said Mortgagee on the Twentieth day of November One Thousand Nine Hundred and Twenty Eight the said hereditaments and premises shall at the request and

50 cost of the person or persons requiring the same be reconveyed to the Mortgagors or other the Trustee

Documents not marked as Exhibits but put in at the request of the parties

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No. 41

Deed of Mortgage - Telmo John Dodero and Eugene Patrick Griffin (1) Rosa and Mary Abrines (2) and Moses Elias Seruya (3).

20th November, 1925 (put in by Defendants)

- continued.

Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties

                      
No. 41

Deed of  
Mortgage - Telmo  
John Dodero and  
Eugene Patrick  
Griffin (1)  
Rosa and Mary  
Abrines (2) and  
Moses Elias  
Seruya (3).

20th November,  
1925 (put in by  
Defendants)

- continued.

or Trustees for the time being to the uses upon the trusts and subject to the powers and provisions to which the same stood limited by virtue of the said recited Will immediately before the execution of these presents or such of them as shall be subsisting and the said Trustees with the full concurrence of the said Tenants for life covenant with the said Mortgagee that they their heirs executors or administrators at their own cost shall from time to time and so long as any money shall remain due under this Mortgage keep all the buildings comprised in the hereditaments and premises aforesaid in good and substantial repair and also insured against loss or damage by fire in an Insurance Office and for a sum approved of by the said Mortgagee in the name of such Mortgagors and will further pay all moneys payable for keeping on foot such Insurance as and when the same shall become due and will when required by the said Mortgagee deliver to him such Policy of Insurance and the receipts for all premiums payable in respect thereof and in default thereof the said Mortgagee shall be entitled to assume that such premises are not insured and shall insure the same for such sum as he may consider reasonable and recover any premiums paid under any such insurance as part of the moneys secured by these presents AND IT IS HEREBY AGREED AND DECLARED that the provisions of the Conveyancing and Law of Property Act 1881 and any Act or Acts amending the same shall apply as far as possible to this Conveyance as if the same had been specifically inserted as part of the conditions governing the same IN WITNESS whereof the said parties hereto have hereunto set their hands and seals the day and year first above written

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THE SCHEDULE above referred to

ALL THAT piece of ground hereditaments and premises situate on the East Side of Main Street and North side of Pitman's Alley being Nos. 393 and 394 and R. Nos. 599 and 600 in the General Plan of the Garrison of Gibraltar.

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SIGNED SEALED AND DELIVERED } Telmo J. Dodero  
by the above named Mortgag- }  
ors in the presence of        ) Eugene P. Griffin.

H.J. King,  
Gibraltar.  
Solicitor for the above named parties.

H. Licudi  
Law Clerk.  
Gibraltar.

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SIGNED SEALED AND DELIVERED ) Rosa F.G. Abrines.  
by the above named Tenants )  
for life in the presence of ) Maria Leocadia Abrines.

H.J. King.

H. Licudi.

Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties

No. 41

SIGNED SEALED AND DELIVERED )  
by the above named Mortgag- )  
ee in the presence of ) Moses Elias Seruya

H. Licudi

Alex Gache  
Broker Gibraltar.

Deed of  
Mortgage - Telmo  
John Dodero and  
Eugene Patrick  
Griffin (1)  
Rosa and Mary  
Abrines (2) and  
Moses Elias  
Seruya (3).

20th November,  
1925 (put in by  
Defendants)

- continued.

Certificate of Approval dated 15th February,  
1926, endorsed and signed by Governor and Commander-  
in-Chief of City and Garrison of Gibraltar.

Certificate of Registration dated 25th January,  
1926, endorsed and signed by Registrar of Supreme  
Court of Gibraltar.

No. 42

No. 42

DEED OF MORTGAGE - Telmo John Dodero and  
Eugene Patrick Griffin (1) Rosa and Mary  
Abrines (2) and Moses Elias Seruya (3)

Deed of  
Mortgage - Telmo  
John Dodero and  
Eugene Patrick  
Griffin (1)  
Rosa and Mary  
Abrines (2) and  
Moses Elias  
Seruya (3).

6th September,  
1928 (put in by  
Defendants).

T H I S I N D E N T U R E made the Sixth day of  
September One Thousand Nine Hundred and Twenty eight  
BETWEEN TELMO JOHN DODERO of Gibraltar Priest in  
Holy Orders of the Holy Roman Catholic Church and  
EUGENE PATRICK GRIFFIN Companion of the Imperial  
Service Order and Member of the Most Excellent  
Order of the British Empire of Gibraltar a Justice  
of Peace for Gibraltar aforesaid Trustees of the  
Will of the late Richard Abrines of Gibraltar afore-  
said Trader deceased (hereinafter called the "Mort-  
gagors") of the first part ROSA FRANCISCA GUADALUPE  
ABRINES and MARY LEOCADIA ABRINES of Gibraltar  
aforesaid Spinsters (hereinafter called the "Tenants  
for Life") of the second part and MOSES ELIAS  
SERUYA of Gibraltar aforesaid Trader (hereinafter  
called the "Mortgagee") of the third part AND

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Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties

                      
No. 42

Deed of  
Mortgage - Telmo  
John Dodero and  
Eugene Patrick  
Griffin (1)  
Rosa and Mary  
Abrines (2) and  
Moses Elias  
Seruya (3).

6th September,  
1928 (put in by  
Defendants).

- continued.

SUPPLEMENTAL to an Indenture of Mortgage dated the Twentieth day of November One Thousand Nine Hundred and Twenty Five and made between the same parties hereto for securing the sum of Five Thousand Pesetas and interest at Five per Centum per annum on the property more particularly described in the Schedule referred to in the said Indenture and the Schedule hereto WITNESSETH that in consideration of the further sum of FIVE THOUSAND PESETAS paid to the said Mortgagors as such Trustee as aforesaid at the request of the said Tenants for Life by the said Mortgagee (the receipt whereof the said Mortgagors do and each of them doth hereby acknowledge) the said Mortgagors and Tenants for Life do and each of them doth hereby covenant with the said Mortgagee to pay to him his executors administrators and assigns on the Twentieth day of November One thousand Nine hundred and Thirty one the said sum of Five thousand Pesetas with interest thereon in the meantime at the rate of Five per centum per annum and also as long after that date as any principal money shall remain due under this Mortgage to pay to the said Mortgagee his executors administrators and assigns interest thereon at the same rate by equal monthly payments on the last day of every month in every year AND IT IS FURTHER AGREED AND DECLARED that the sum of Five Thousand Pesetas due and payable by the said Mortgagors to the said Mortgagee on the Twentieth day of November One Thousand Nine Hundred and Twenty eight as stipulated in the hereinbefore recited Indenture of Mortgage shall now become due and payable on the Twentieth day of November One Thousand Nine Hundred and Thirty one instead of on the said Twentieth day of November One Thousand Nine Hundred and Twenty Eight so that the said principal sum of Five Thousand Pesetas due under the Indenture of Mortgage aforesaid shall be due and payable to the said Mortgagee by the said Mortgagors on the same date as the sum of Five Thousand Pesetas secured by this Indenture as if they were one single sum of Ten Thousand Pesetas PROVIDED ALWAYS that interest at the rate of Five Per Centum per annum shall in the meantime continue to be paid by the said Mortgagors to the said Mortgagee on the said principal sum as stipulated in the hereinbefore recited Indenture so long as the said sum is outstanding until the said sum is paid by the said Mortgagors to the said Mortgagee AND IT IS FURTHER HEREBY AGREED AND DECLARED that all the property comprised in the beforementioned Indenture of Mortgage and described in the Schedule hereto shall stand further charged with the payment to the

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said Mortgagee of the said sum of Five Thousand Pesetas and the interest thereon hereinbefore covenanted to be paid in addition to the Five Thousand Pesetas and interest secured by the hereinbefore recited Indenture of Mortgage Subject to the payment of the Ground or Quit Rent reserved to His Majesty His Heirs and Successors and to the observance and performance of the covenants and conditions contained in a certain Deed of Sale by the respective Officers of His Majesty's Ordnances dated the First day of April One Thousand Eight Hundred and Seven and a certain Grant dated the Thirty First day of August One Thousand Eight Hundred and Twenty Seven and certain Letters Patent dated the Thirtieth day of December One Thousand Eight Hundred and Twenty Four IN WITNESS whereof the said parties hereto have hereunto set their hands and seals the day and year first above written

Documents not marked as Exhibits but put in at the request of the parties

No. 42

Deed of Mortgage - Telmo John Dodero and Eugene Patrick Griffin (1) Rosa and Mary Abrines (2) and Moses Elias Seruya (3).

6th September, 1928 (put in by Defendants)

- continued.

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THE SCHEDULE above referred to

ALL THAT piece of ground hereditaments and premises situate on the East side of Main Street and North Side of Pitman's Alley being Nos.393 and 394 and R. Nos.599 and 600 in the General Plan of the Garrison of Gibraltar.

SIGNED SEALED AND DELIVERED ) Telmo J. Dodero.  
by the above named Mortgag- )  
ors in the presence of ) Eugene P. Griffin.

H.J. King  
Solicitor for the Mortgagors  
Gibraltar.

H. Licudi.  
Law Clerk.  
Gibraltar.

SIGNED SEALED AND DELIVERED ) Rosa F.G. Abrines.  
by the above named Tenants )  
for Life in the presence of ) Mary Leocadia Abrines.

H.J. King.  
H. Licudi.

SIGNED SEALED AND DELIVERED )  
by the abovenamed Mortgagee ) Moses E. Seruya.  
in the presence of )

Chas. A. Imossi. L.R.I.B.A.  
Gibraltar.  
H. Licudi.

Certificate of Approval dated 10th October, 1928, endorsed and signed by Acting Governor and Commander-in-Chief of City and Garrison of Gibraltar.

Certificate of Registration dated 27th October, 1928, endorsed and signed by Registrar of Supreme Court of Gibraltar.

Documents not marked as Exhibits but put in at the request of the parties

No. 45

WILL of LEWIS STAGNETTO deceased.

THIS IS THE LAST WILL AND TESTAMENT of me LEWIS STAGNETTO of Gibraltar Merchant and Landowner.

No. 45

Will of Lewis Stagnetto, deceased. 25th May, 1931 (put in by Plaintiffs).

1. I REVOKE all other wills and testamentary dispositions heretofore made by me.

2. I APPOINT my sons John Vincent Stagnetto and Lewis Richard Stagnetto and my son-in-law Harry J.S. Norton to be the executors and trustees of this my Will and I DECLARE that the expression "my trustees" herein used shall include besides my said trustees the survivors or survivor of them and the executors or administrators of such survivor or other the trustees or trustee for the time being of this my Will.

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3. I BEQUEATH the following pecuniary legacies (a) To my niece Adelaida Buhagiar-Stagnetto the sum of Fifty Pounds Sterling (b) To my niece Carmen Buhagiar-Vella the sum of Fifty Pounds Sterling (c) To my nephew Felix Buhagiar-Stagnetto the sum of Fifty Pounds Sterling (d) To the daughters only of my deceased niece Josephine Buhagiar Staraci the sum of Fifty Pounds Sterling to be divided between them in equal shares (e) To my sister-in-law Teresa Pisani de Meilock the sum of Twenty-five Pounds Sterling (f) To my nephew Ernesto Stagnetto the sum of One hundred Pounds Sterling.

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4. I GIVE AND DEVISE my three freehold properties in Malta viz two situate in Via Capuccini and one in Molo Calcara unto my sister Carmela Stagnetto de Ellul for and during the term of her natural life and from and after her death unto her daughter Marietta for and during the term of her natural life and from and after her death my said three properties shall fall into and form part of my residuary real estate.

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5. I DIRECT that within one year from the date of my decease my share of the business carried on in partnership with my said son John Vincent Stagnetto under the firm name of "Stagnetto Schembri & Co." including the machinery plant fixtures implements utensils stock-in-trade effects goodwill. book and other debts and the leasehold premises employed in or connected therewith shall be offered for sale at

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the value set upon the same in the stock book of the said business at the last stock-taking to my said son John Vincent Stagnetto but in case he shall not within one calendar month after the offer signify his desire to purchase then the same shall either be carried on by my trustees in partnership with my said son John Vincent Stagnetto or be wound up as the majority of my trustees shall deem expedient.

Documents not marked as Exhibits but put in at the request of the parties

                      
No. 45

10 6. I DIRECT that within one year from the day of my decease my business of a Tobacco Trader carried on by me under my own name at No.41 Main Street together with the stock-in-trade goodwill and effects thereof shall be offered for sale to my said son Lewis Richard Stagnetto at the value set upon the same in the stock book of the said business at the last stock-taking but in case he shall not within one calendar month after the said offer signify his desire to purchase then the same shall either be  
20 carried on by my Trustees or wound up as my Trustees may deem expedient.

Will of Lewis Stagnetto, deceased.

25th May, 1931  
(put in by Plaintiffs)

- continued.

7. In the event of my Trustees carrying on my said businesses or any of them I direct that no moneys shall be therein invested beyond the amounts appearing in the books of the said businesses to be invested.

30 8. I GIVE and bequeath my personal estate UNTO my trustees UPON TRUST to convert into money such part thereof as shall not consist of money and to pay thereout my funeral and testamentary expenses debts and legacies and subject thereto to pay off the mortgages subsisting on the real estate or any part thereof as and when the same shall fall due and to divide the residue among and between my six children in equal shares.

40 9. I GIVE AND DEVISE all my real estate whatsoever and wheresoever situate UNTO my trustees UPON TRUST that my trustees shall sell and convert into money my said real estate as and when they shall in their discretion deem advisable AND I declare that in the meantime and until the sale thereof such real estate and the rents interest and yearly produce thereof shall be subject to the trusts and provisions hereinafter contained concerning the money to arise therefrom and the income of such money AND I direct my Trustees to invest the money to arise from the sale of the real estate in securities

Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties

No. 45

Will of Lewis  
Stagnetto,  
deceased.

25th May, 1931  
(put in by  
Plaintiffs)

- continued.

authorised by law for the investment of trust moneys AND as to the money to arise as aforesaid and the stocks fund and securities whereon the same shall be invested which moneys stocks funds and securities are hereinafter designated "my Trust Fund" my Trustees shall stand possessed thereof upon the trusts hereinafter declared concerning the same.

10. MY Trustees shall hold one equal sixth share of my Trust Fund UPON TRUST to pay the income thereof to my said son John Vincent Stagnetto during the term of his natural life and from and after his death UPON TRUST for such of his children living at his death and such of his grandchildren being children of any deceased child of his who shall have died in his lifetime as he shall by will appoint AND in default of such appointment UPON TRUST for such of his children living at his death and such of his grandchildren being children of any deceased child of his as shall attain the age of twenty one years in equal shares per stirpes as tenants in common absolutely AND in default of issue my Trustees shall hold the said one equal sixth share of my Trust Fund UPON TRUST for such of my children and grandchildren as the said John Vincent Stagnetto shall by Will appoint AND in default of such appointment UPON TRUST for all my children living at the death of my said son John Vincent Stagnetto and such of my grandchildren being children of any deceased child of mine as shall attain the age of twenty one years in equal shares per stirpes as tenants in common absolutely.

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11. MY Trustees shall hold one other equal sixth share of my Trust Fund UPON TRUST to pay the income thereof to my son Salvador Stagnetto during the term of his natural life and from and after his death UPON TRUST for such of his six children living at his death and such of his grandchildren being children of any deceased child of his who shall have died in his lifetime as he shall by Will appoint AND in default of such appointment UPON TRUST for such of his children living at his death and such of his grandchildren being children of any deceased child of his as shall attain the age of twenty one years in equal shares per stirpes as tenants in common absolutely AND in default of issue my trustees shall hold the said one equal sixth share of my Trust Fund UPON TRUST for such of my children and grandchildren as the said Salvador Stagnetto shall by will appoint AND in default of such appointment

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UPON TRUST for all my children living at the death of my said son Salvador Stagnetto and such of my grandchildren being children of any deceased child of mine as shall attain the age of twenty one in equal shares per stirpes as tenants in common absolutely.

Documents not marked as Exhibits but put in at the request of the parties

No. 45

Will of Lewis Stagnetto, deceased.

25th May, 1931  
(put in by Plaintiffs)

- continued.

10 12. MY Trustees shall hold one other equal sixth share of my Trust Fund UPON TRUST to pay the income thereof to my son Joseph Stagnetto during the term of his natural life and from and after his death UPON TRUST for such of his children living at his death and such of his grandchildren being children of any deceased child of his who shall have died in his lifetime as he shall by will appoint AND in default of such appointment UPON TRUST for such of his children living at his death and such of his grandchildren being children of any deceased child of his as shall attain the age of  
20 twenty one years in equal shares per stirpes as tenants in common absolutely AND in default of issue my Trustees shall hold the said one equal sixth share of my Trust Fund UPON TRUST for such of my children and grandchildren as the said Joseph Stagnetto shall by will appoint AND in default of such appointment UPON TRUST for all my children living at the death of my said son Joseph Stagnetto and such of my grandchildren being children of any  
30 deceased child of mine as shall attain the age of twenty one in equal shares per stirpes as tenants in common absolutely.

40 13. MY Trustees shall hold one other equal sixth share of my Trust Fund UPON TRUST to pay the income thereof to my said son Lewis Richard Stagnetto during the term of his natural life and from and after his death UPON TRUST for such of his children living at his death and such of his grandchildren being children of any deceased child of his who shall have died in his lifetime as he shall by will appoint AND in default of such appointment UPON TRUST for such of his children living at his death and such of his grandchildren being children of any deceased child of his as shall attain the age of twenty one years in equal shares per stirpes as tenants in common absolutely AND in default of issue my Trustees shall hold the said one equal sixth share of my Trust Fund UPON TRUST for such of my children and grandchildren as the said Lewis Richard Stagnetto shall by will appoint AND in default of such appointment UPON TRUST for all my children living at

Documents not marked as Exhibits but put in at the request of the parties

No. 45

Will of Lewis Stagnetto, deceased.  
25th May, 1931  
(put in by Plaintiffs)  
- continued.

the death of my said son Lewis Richard Stagnetto and such of my grandchildren being children of any deceased child of mine as shall attain the age of twenty one years in equal shares per stirpes as tenants in common absolutely.

14. MY Trustees shall hold one other equal sixth share of my Trust Fund UPON TRUST to pay the income thereof to my daughter Adelaida Stagnetto de Norton during the term of her natural life and from and after her death UPON TRUST for such of her children living at her death and such of her grandchildren being children of any deceased child of hers who shall have died in her lifetime as she shall by will appoint AND in default of such appointment UPON TRUST for such of her children living at her death and such of her grandchildren being children of any deceased child of hers as shall attain the age of twenty one years in equal shares per stirpes as tenants in common absolutely AND in default of issue my trustees shall hold the said one equal sixth share of my Trust Fund UPON TRUST for such of my children and grandchildren as the said Adelaida Stagnetto de Norton shall by will appoint AND in default of such appointment UPON TRUST for all my children living at my death and such of my grandchildren being children of any deceased child of mine as shall attain the age of twenty one years in equal shares per stirpes as tenants in common absolutely

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15. MY Trustees shall hold the remaining one equal sixth share of my Trust Fund UPON TRUST to pay the income thereof to my daughter Anita Stagnetto de Norton during the term of her natural life and from and after her death UPON TRUST for such of her children living at her death and such of her grandchildren being children of any deceased child of hers who shall have died in her lifetime as she shall by will appoint AND in default of such appointment UPON TRUST for such of her children living at her death and such of her grandchildren being children of any deceased child of hers as shall attain the age of twenty one years in equal shares per stirpes as tenants in common absolutely AND in default of issue my trustees shall hold the said one equal sixth share of my Trust Fund UPON TRUST for such of my children and grandchildren as the said Anita Stagnetto de Norton shall by will appoint AND in default of such appointment UPON TRUST for all my children living at the death of my said daughter Anita Stagnetto de Norton and such of my

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Documents not marked as Exhibits but put in at the request of the parties

No. 46

WAIVER by the Trustees of Richard Abrines deceased to Rosa and Maria Abrines of the notice required to be given pursuant to the Settled Land Act, 1882.

No. 46

Waiver by the Trustees of Richard Abrines deceased to Rosa and Maria Abrines of the notice required to be given pursuant to the Settled Land Act 1882.

27th April, 1932 (put in by Defendants).

To/

The Misses Rosa Francisca Guadalupe Abrines and Maria Leocadia Abrines, tenants for life in possession of the hereditaments and premises settled by the Will dated the 24th day of November, 1893 of Richard Abrines deceased.

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Mesdames,

We, The Reverend Telmo John Dodero and Eugene Patrick Griffin, the Trustees appointed by the Supreme Court of Gibraltar on the 4th day of February 1919 of the above-mentioned Will for the purposes of the Settled Land Act 1882 and the Settled Land Ordinance 1895 pursuant to the power for this purpose given to us by Section 3 subsection 3 of the said Ordinance hereby waive generally the notice by the said Act required to be given to us and our Solicitor of your intention to make any sale exchange partition or lease under the powers of the said Act and Ordinance.

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AS WITNESS our hands at Gibraltar this 27th day of April, 1932.

No. 47

Memorandum of Agreement for sale of property Nos.393 and 394 and R.Nos.599 and 600 in the General Plan of the Garrison of Gibraltar - Rosa and Mary Abrines (1) and Lewis Stagnetto (2).

27th April, 1932 (put in by Plaintiffs).

No. 47

MEMORANDUM OF AGREEMENT for sale of property Nos.393 and 394 and R.Nos.599 and 600 in the General Plan of the Garrison of Gibraltar - Rosa and Mary Abrines (1) and Lewis Stagnetto (2).

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MEMORANDUM OF AGREEMENT made the Twenty-Seventh day of April One thousand nine hundred and thirty two BETWEEN ROSA ABRINES and MARY L. ABRINES of Gibraltar (hereinafter called "The Vendors") of the one part and LEWIS STAGNETTO of Gibraltar Landowner (hereinafter called "The Purchaser") of the other part.

1. The Vendors agree to sell and the Purchaser agrees to purchase All that the piece of ground and premises described in the Schedule hereto and the inheritance thereof in fee simple in possession

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free from incumbrances subject to the existing tenancies thereof and to all easements if any affecting the same and to the payment of the Ground Rent and to the covenants and conditions contained in the Letters Patent granting the said premises at the price of Three hundred thousand Pesetas.

Documents not marked as Exhibits but put in at the request of the parties

No. 47

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2. The Vendors acknowledge the receipt of One hundred Pesetas paid to them by the Purchaser on or before the execution of these presents as a deposit and in part payment of the said sum of Three Hundred thousand Pesetas.

Memorandum of Agreement for sale of property Nos.393 and 394 and R.Nos.599 and 600 in the General Plan of the Garrison of Gibraltar - Rosa and Mary Abrines (1) and Lewis Stagnetto (2).  
27th April, 1932 (put in by Plaintiffs).

3. The purchase shall be completed on the Thirtieth day of April One thousand nine hundred and thirty two at the Office of Mr. Albert R. Isola Solicitor for the Vendors and Purchaser.

4. The title shall commence with the Letters Patent granting the same.

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5. Upon payment of the purchase-money the Vendors shall make and execute to the Purchaser a proper conveyance such conveyance to be prepared by the said Mr. Albert R. Isola at the expense of the Purchaser.

- continued.

6. Brokerage, Stamp Duty, Governor's approval and registration fees and all costs and expenses of and incidental to this Agreement and the negotiation preparatory hereto and the conveyance to be made in pursuance hereof including the investigation of the title shall be paid by the Purchaser.

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

THE SCHEDULE above referred to

ALL THAT piece of ground with the dwelling house erected thereon situate on the East Side of Main Street and being Nos.393 & 394 and R.Nos.599 and 600 in the General Plan of the Garrison of Gibraltar.

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SIGNED SEALED AND DELIVERED )  
by the Vendors in the pres- )  
ence of )  
Rafael Onos  
Counsel's Clerk.

Rosa Abrines  
Maria Leocadia  
Abrines.

SIGNED SEALED AND DELIVERED )  
by the Purchaser in the )  
presence of )  
Raphael Onos.

Lewis Stagnetto.

Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties

No. 60

INDENTURE - Moses Elias Seruya (1) Telmo J. Dodero  
and Eugene P. Griffin (2) Rosa and Maria Abrines (3)  
and John Vincent Stagnetto and others (4)

No. 60

Indenture -  
Moses Elias  
Seruya (1)  
Telmo J. Dodero  
and Eugene P.  
Griffin (2)  
Rosa and Maria  
Abrines (3) and  
John Vincent  
Stagnetto and  
others (4).

21st July, 1932  
(put in by  
Plaintiffs).

T H I S I N D E N T U R E made the Twenty-first  
day of July One thousand nine hundred and Thirty-two  
BETWEEN MOSES ELIAS SERUYA of Gibraltar Trader  
(hereinafter called "the Mortgagee") of the first  
part the Reverend TELMO JOHN DODERO of Gibraltar  
Clerk in Holy Orders and EUGENE P. GRIFFIN, I.S.O., 10  
M.B.E., J.P., of Gibraltar Colonial Pensioner (here-  
inafter called "the Trustees") of the second part  
ROSA FRANCISCA GUADALUPE ABRINES and MARIA LEOCADIA  
ABRINES of Gibraltar Spinsters (hereinafter called  
"the Life Tenants") of the third part and JOHN  
VINCENT STAGNETTO of Gibraltar Merchant LEWIS  
RICHARD STAGNETTO of Gibraltar Tobacco Merchant  
and HENRY J.S. NORTON of Gibraltar Assistant  
Colonial Secretary (hereinafter called "the Pur-  
chasers") of the fourth part WHEREAS under and 20  
by virtue of an Indenture dated the Twenty-seventh  
day of April One thousand nine hundred and Fifteen  
and made between Ferdinand Schott of the first part  
Michael Abrines of the second part and Louis Abrines  
and Alexander Risso of the third part ALL THOSE the  
hereditaments and premises described in the Schedule  
hereto were conveyed unto and to the use of the  
said Louis Abrines and Alexander Risso in fee simple  
as joint tenants AND WHEREAS at the date of the  
Indenture hereinbefore recited the said Louis 30  
Abrines and Alexander Risso were the Trustees of the  
Will dated the Twenty-fourth day of November One  
thousand eight hundred and ninety-three of Richard  
Abrines deceased and the said hereditaments and  
premises were upon such assurance held by the said  
Louis Abrines and Alexander Risso upon the trusts  
of the said Will of the said Richard Abrines de-  
ceased AND WHEREAS by an Order of the Supreme  
Court of Gibraltar dated the Nineteenth day of  
September One thousand nine hundred and Sixteen 40  
made in an action marked 1916 A. No.2 and intituled  
"In the Matter of the Trusts of the Will of Richard  
Abrines deceased" wherein the Life Tenants were  
Plaintiffs and the said Louis Abrines and Alexander  
Risso were Defendants the Trustees were appointed  
to be the trustees of the Will of the said Richard  
Abrines deceased in the place and stead of the said  
Louis Abrines and Alexander Risso who retired from  
the said trusts AND all the lands hereditaments

and premises then subject to the trusts of the said Will were vested in the Trustees AND WHEREAS by an Order of the Supreme Court of Gibraltar dated the Fourth day of February One thousand nine hundred and Nineteen made in an action marked 1919 A. No. 2 and intituled "In the Matter of the Trusts of the Will of Richard Abrines deceased" and "In the Matter of the Trustee Ordinance 1895" and "In the Matter of one equal and undivided moiety of ALL THAT man-  
 10 sion house piece of ground hereditaments and prem-  
 ises situate on the West Side of Main Street Gibraltar being R.No.729 in the General Plan of the Garrison of Gibraltar settled by a settlement made by the Will of Richard Abrines deceased dated the Twenty fourth day of November One thousand eight hundred and Ninety-three" and "In the Matter of the Settled Lands Acts 1882-1890" and "In the Matter of the Settled Lands Ordinance 1895" wherein the Life  
 20 Tenants were Plaintiffs and the Trustees and the said Louis Abrines and Alexander Risso and Julius Abrines were Defendants and Trustees were appointed trustees under the settlement created by the said Will of the said Richard Abrines deceased for the purposes of the Settled Land Act 1882 AND WHEREAS by an Indenture dated the Twentieth day of November One thousand nine hundred and twenty-five and made between the trustees of the first part the Life  
 30 Tenants of the second part and the Mortgagee of the third part ALL THOSE the hereditaments and premises described in the Schedule hereto were assured unto and to the use of the Mortgagee in fee simple by way of mortgage to secure the repayment of the sum of Five thousand Pesetas and interest as therein mentioned AND WHEREAS by an Indenture dated the Sixth day of September One thousand nine hundred and Twenty-eight and made between the Trustees of the first part the Life Tenants of the second part and the Mortgagee of the third part the said heredita-  
 40 ments and premises described in the Schedule hereto were further charged with the payment to the Mort-  
 gagee of the sum of Five thousand Pesetas and inter-  
 est as therein mentioned AND WHEREAS the said principal sums of Five thousand Pesetas and Five thousand Pesetas remain due and owing to the Mortgagee but all interest thereon has been paid up to the date of these presents AND WHEREAS by an Agreement dated the Twenty-seventh day of April One thousand nine hundred and Thirty-two and made be-  
 50 tween the Life Tenants of one part and Lewis Stag-  
 netto of Gibraltar Landowner of the other part the Life Tenants agreed with the said Lewis Stagnetto

Documents not marked as Exhibits but put in at the request of the parties

          
 No. 60

Indenture -  
 Moses Elias Seruya (1)  
 Telmo J. Dodero and Eugene P. Griffin (2)  
 Rosa and Maria Abrines (3) and John Vincent Stagnetto and others (4).

21st July, 1932  
 (put in by plaintiffs).

- continued.

Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties

No. 60

Indenture -  
Moses Elias  
Seruya (1)  
Telmo J. Dodero  
and Eugene P.  
Griffin (2)  
Rosa and Maria  
Abrines (3) and  
John Vincent  
Stagnetto and  
others (4).

21st July, 1932  
(put in by  
Plaintiffs).

- continued.

for the sale to him of the hereditaments and premises described in the Schedule hereto at the price of Three hundred thousand Pesetas AND WHEREAS upon the treaty for the said sale it was agreed that the said Lewis Stagnetto should retain the sum of Two hundred thousand Pesetas upon the payment thereof with interest being secured in the manner hereinafter appearing AND WHEREAS the said Lewis Stagnetto died on the Twenty-third day of May One thousand nine hundred and Thirty-two having made and duly executed his last Will and Testament bearing date the Twenty-fifth day of May One thousand nine hundred and Thirty-one whereof he appointed the Purchasers to be Executors and Trustees who duly proved the same in the Supreme Court of Gibraltar on the Thirteenth day of June One thousand nine hundred and Thirty-two NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sums of Five thousand Pesetas and Five thousand Pesetas now paid by the Purchasers at the request and by the direction of the Trustees to the Mortgagee (the receipt whereof the Mortgagee hereby acknowledges) and of the sum of Ninety thousand Pesetas now paid by the Purchasers to the Trustees (the payment and receipt of which respective sums of Five thousand Pesetas Five thousand Pesetas and Ninety thousand Pesetas making in the aggregate the sum of One hundred thousand Pesetas the Trustees hereby acknowledge) and of the further sum of Two hundred thousand Pesetas intended to be hereby secured the Mortgagee as mortgagee at the request and by the direction of the Trustees and the Life Tenants hereby conveys and releases and the Life Tenants as beneficial owners and in exercise of the powers vested in them by the Settled Land Act 1882 and the Settled Land Ordinance 1895 and of every other power in this behalf them enabling hereby convey and confirm UNTO the Purchasers ALL THOSE the hereditaments described in the Schedule hereto TO HOLD the same UNTO the Purchasers their heirs and assigns to the following uses that is to say to the use of the Trustees for the term of Five hundred years SUBJECT to the proviso for cesser thereof hereinafter contained AND SUBJECT to the said term of Five hundred years to the use of the Purchasers in fee simple upon the trusts of the Will of the said Lewis Stagnetto deceased Freed and Discharged from all right or equity of redemption subsisting therein by virtue of the hereinbefore recited Indentures of the Twentieth day of November One thousand nine hundred and Twenty-five and the Sixth day of September One thousand nine hundred and

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Twenty-eight But SUBJECT to the payment of the  
 Ground or Quit Rent reserved to His Majesty His  
 Heirs and Successors and to the performance of the  
 conditions contained in certain Deed of Sale and  
 Letters Patent respectively dated the First day of  
 April One thousand eight hundred and seven the  
 Thirtieth day of December One thousand eight hundred  
 and Twenty-four and the Thirty-first day of August  
 One thousand eight hundred and Twenty-seven AND the  
 10 Purchasers hereby covenant with the Trustees that  
 the Purchasers and their heirs or assigns will on  
 the Twenty first day of July One thousand nine hun-  
 dred and Thirty-seven pay to the Trustees the sum  
 of Two hundred thousand Pesetas and in the meantime  
 and until payment thereof and so long as any prin-  
 cipal moneys shall remain owing on this security  
 pay to them interest thereon or on so much thereof  
 as shall for the time being remain unpaid at the  
 rate of Five per centum per annum by equal monthly  
 20 payments on the last day of every month in every  
 year the first of such payments to be made on the  
 Thirty-first day of August next PROVIDED ALWAYS  
 that if the Purchasers their heirs or assigns shall  
 on the Twenty-first day of July One thousand nine  
 hundred and Thirty-seven pay the said sum of Two  
 hundred thousand Pesetas with interest thereon in  
 the meantime at the rate aforesaid in accordance  
 with their foregoing covenant in that behalf the  
 term of Five hundred years hereinbefore limited to  
 30 the use of the Trustees shall be satisfied and de-  
 termined AND the Purchasers hereby covenant with  
 the Trustees that the Purchasers their heirs and  
 assigns will at all times during the continuance of  
 this security keep the messuage and buildings com-  
 prised herein insured against loss or damage by fire  
 in the sum of Four thousand Pounds Sterling at least  
 in some Insurance Office of repute and will on de-  
 mand produce to the Trustees their executors admin-  
 40 istrators or assigns the policy or policies of such  
 insurance and the receipt for every premium payable  
 in respect thereof IN WITNESS whereof the said  
 parties hereto have hereunto set their respective  
 hands and seals the day and year first before writ-  
 ten.

Documents not  
 marked as  
 Exhibits but  
 put in at the  
 request of  
 the parties

No. 60

Indenture -  
 Moses Elias  
 Seruya (1)  
 Felmo J. Dodero  
 and Eugene P.  
 Griffin (2)  
 Rosa and Maria  
 Abrines (3) and  
 John Vincent  
 Stagnetto and  
 others (4).

21st July, 1932  
 (put in by  
 Plaintiffs)

- continued.

#### S C H E D U L E

ALL THAT piece of ground with the buildings erected  
 thereon situate on the East Side of Main Street  
 (formerly known as Church Street) bounded on the  
 North by City Mill Lane on the East partly by

Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties

          
No. 60

property of Fernando Lorenzo Alvarez partly by  
property of the heirs of Ana Amigo partly by pro-  
perty of the heirs of Michael Agustin Pitman on  
the South by Pitman's Alley and on the West by  
Church Street now Main Street aforesaid and con-  
taining in the whole Three thousand seven hundred  
and two superficial feet or thereabouts and being  
Nos. 393 and 394 and R. Nos. 599 and 600 in the Gen-  
eral Plan of the Garrison of Gibraltar.

Indenture -  
Moses Elias  
Seruya (1)  
Telmo J. Dodero  
and Eugene P.  
Griffin (2)  
Rosa and Maria  
Abrines (3) and  
John Vincent  
Stagnetto and  
others (4).

SIGNED SEALED AND DELIVERED )  
by the Mortgagee in the ) Moses E. Seruya  
presence of :- ) (L.S.)

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Albert R. Isola

Judah Elias Seruya.

SIGNED SEALED AND DELIVERED ) Telmo J. Dodero  
by the Trustees in the ) (L.S.)  
presence of :- ) Eugene P. Griffin  
(L.S.)

Albert R. Isola

James M. Perez.

21st July, 1932  
(put in by  
Plaintiffs)

- continued.

SIGNED SEALED AND DELIVERED ) Rosa Abrines (L.S.)  
by the Life Tenants in the ) Maria Leocadia  
presence of :- ) Abrines (L.S.)

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S. Benady  
Barrister-at-Law

Joseph Parody  
Counsel's Clerk.

SIGNED SEALED AND DELIVERED ) John Stagnetto (L.S.)  
by the Purchasers in the ) Lewis R. Stagnetto  
presence of :- ) (L.S.)

Albert R. Isola

H. Norton (L.S.)

Thos. C. Flower..

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Certificate of Approval dated 15th August,  
1932, endorsed and signed by Acting Governor and  
Commander-in-Chief of City and Garrison of Gibraltar.

Certificate of Registration dated 30th August,  
1932, endorsed and signed by Registrar of Supreme  
Court of Gibraltar.

No. 61

BOND - Rosa and Maria Abrines to Salvador Stagnetto and others.

Documents not marked as Exhibits but put in at the request of the parties

No. 61

Bond - Rosa and Maria Abrines to Salvador Stagnetto and others.

21st July, 1932 (put in by Defendants).

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KNOW ALL MEN BY THESE PRESENTS that we, ROSA FRANCISCA GUADALUPE ABRINES and MARIA LEOCADIA ABRINES both of Gibraltar Spinsters are bound to SALVADOR STAGNETTO of Gibraltar Landowner JOHN VINCENT STAGNETTO of Gibraltar Merchant LEWIS RICHARD STAGNETTO of Gibraltar Tobacco Merchant JOSEPH STAGNETTO of Gibraltar Landowner ADELAIDA STAGNETTO DE NORTON the wife of Francis Norton of Gibraltar Sub-Manager of the Nestle and Anglo-Swiss Condensed Milk Company and ANA STAGNETTO DE NORTON the wife of Henry J.S. Norton of Gibraltar Assistant Colonial Secretary in the sum of Fifty thousand pesetas for which payment we hereby jointly and severally bind ourselves by these presents SEALED with our seals DATED the Twenty-first day of July One thousand nine hundred and thirty-two.

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THE CONDITION of the above-written Bond or obligation is such that if the above-bounden Rosa Francisca Guadalupe Abrines and Maria Leocadia Abrines or any of them or any of their heirs executors or administrators shall pay or cause to be paid unto the said Salvador Stagnetto John Vincent Stagnetto Lewis Richard Stagnetto Joseph Stagnetto Adelaida Stagnetto de Norton and Ana Stagnetto de Norton their executors administrators or assigns in equal shares the sum of Twenty-five thousand pesetas by equal monthly payments of Two hundred and fifty Pesetas each on the last day of every month in every year the first of such payments to be made on the day of One thousand nine hundred and thirty two THEN the above-written Bond shall be void otherwise the same shall remain in full force and virtue.

SIGNED SEALED AND DELIVERED )  
by the within named Rosa ) Rosa Abrines (L.S.)  
Guadalupe Abrines and Maria )  
Leocadia Abrines in the ) Maria Leocadia  
presence of :- ) Abrines (L.S.)

S. Benady.  
Barrister-at-Law.

Joseph Parody.  
Counsel's Clerk.

Documents not marked as Exhibits but put in at the request of the parties

No. 68

DRAFT DEED OF SURRENDER - Thomas John Pitaluga and another (1) and John Vincent Stagnetto and others (2)

No. 68

Draft Deed of Surrender - Thomas John Pitaluga and another (1) and John Vincent Stagnetto and others (2) Undated (put in by Defendants).

T H I S I N D E N T U R E made the day of . One thousand nine hundred and thirty-nine BETWEEN THOMAS JOHN PITALUGA of Gibraltar Clerk and FREDERICK THOMAS GORDON of Gibraltar Clerk of the one part and JOHN VINCENT STAGNETTO of Gibraltar Landowner LEWIS RICHARD STAGNETTO of Gibraltar Tobacco Merchant and HENRY J.S. NORTON O.B.E. of Gibraltar Assistant Secretary Colonial Secretary's Office Gibraltar of the other part WHEREAS by an Indenture dated the Twenty-first day of July One thousand nine hundred and thirty-two and made between Moses Elias Seruya of the first part the Reverend Telmo John Dodero and Eugene P. Griffin of the second part Rosa Francisca Gaugalupe Abrines and Maria Leocadia Abrines of the third part and the said John Vincent Stagnetto Lewis Richard Stagnetto and Henry J.S. Norton of the fourth part All Those the hereditaments and premises described in the Schedule hereto were conveyed Unto the said John Vincent Stagnetto Lewis Richard Stagnetto and Henry J.S. Norton their heirs and assigns to the following uses that is to say to the use of the said Telmo John Dodero and Eugene P. Griffin Trustees of the Will of Richard Abrines deceased dated the Twenty-fourth day of November One thousand eight hundred and ninety three for the term of Five hundred years Subject to the proviso for the cesser of the said term upon payment by the said John Vincent Stagnetto Lewis Richard Stagnetto and Henry J.S. Norton of the sum of Two hundred thousand Pesetas and interest as therein mentioned and after the determination of the said term and in the meantime subject thereto to the use of the said John Vincent Stagnetto Lewis Richard Stagnetto and Henry J.S. Norton in fee simple upon the trusts of the Will of Lewis Stagnetto deceased AND WHEREAS the said Telmo John Dodero died on the eighteenth day of January One thousand nine hundred and thirty-seven AND WHEREAS the said Eugene P. Griffin died on the 30th day of November One thousand nine hundred and thirty-seven AND WHEREAS by an Order of the Supreme Court of Gibraltar dated the 16th day of December 1938 and made in an Action marked 1938 A. No.25 and intituled "In the Matter of the Trusts of the Will of Richard Abrines deceased dated the

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24th day of November 1893" and "In the Matter of the Trustee Ordinance" the said Thomas John Pitaluga and Frederick Thomas Gordon were appointed to be the Trustees of the Will of the said Richard Abrines deceased in the place and stead of the said Eugene P. Griffin deceased and Luis Griffin deceased AND all the lands hereditaments and premises subject to the trusts of the said Will including the hereditaments and premises described in the Schedule hereto (SUBJECT to the proviso for the cesser of the said term) were vested in the said Thomas John Pitaluga and Frederick Thomas Gordon AND WHEREAS the said principal sum of Two hundred thousand Pesetas remains due and owing on the security of the hereinbefore recited Indenture but all interest thereon has been paid up to the date of these presents NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Two hundred thousand Pesetas now paid by the said John Vincent Stagnetto Lewis Richard Stagnetto and Henry J.S. Norton to the said Thomas John Pitaluga and Frederick Thomas Gordon (the receipt whereof is hereby acknowledged) the said Thomas John Pitaluga and Frederick Thomas Gordon as Trustees hereby surrender Unto the said John Vincent Stagnetto Lewis Richard Stagnetto and Henry J.S. Norton All Those the hereditaments and premises described in the Schedule hereto To the intent that the said term of Five hundred years and all other if any such term estate and interest as are vested in the said Thomas John Pitaluga and Frederick Thomas Gordon by virtue of the combined operation of the hereinbefore recited Indenture and of the hereinbefore recited Order for securing the repayment of the said sum of Two hundred thousand Pesetas and the interest therefore may henceforth cease and determine and the unexpired residue thereof may forthwith be merged and extinguished in the freehold and inheritance of the same premises Discharged from all principal money and interest secured by and from all claims under the hereinbefore recited Indenture but Subject to the payment of the Ground or Quit Rent reserved to His Majesty His Heirs and Successors and to the performance and observance of the covenants and conditions contained in certain Deed of Sale and Letters Patent respectively dated the First day of April One thousand eight hundred and seven the Thirtieth day of December One thousand eight hundred and twenty-four and the Thirty-first day of August One thousand eight hundred and twenty-seven IN WITNESS whereof the said parties hereto have hereunto set their hands and seals the day and year first before written

Documents not marked as Exhibits but put in at the request of the parties

No. 68

Draft Deed of Surrender - Thomas John Pitaluga and another (1) and John Vincent Stagnetto and others (2) Undated (put in by Defendants)

- continued.

S C H E D U L E

Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties

          
No. 68

Draft Deed of  
Surrender -  
Thomas John  
Pitaluga and  
another (1) and  
John Vincent  
Stagnetto and  
others (2)  
Undated (put in  
by Defendants)

- continued.

ALL THAT piece of ground with the buildings erected thereon situate on the East side of Main Street (formerly known as Church Street) bounded on the North by City Mill Lane on the East partly by property of Fernando Lorenzo Alvarez partly by property of the heirs of Ana Amigo partly by property of the heirs of Michael Agustin Pitman on the South by Pitman's Alley and on the West by Church Street now Main Street aforesaid and containing in the whole Three thousand seven hundred and two superficial feet or thereabouts and being Nos. 393 and 394 and R. Nos. 599 and 600 in the General Plan of the Garrison of Gibraltar.

SIGNED &c.

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No. 69

No. 69

DEED OF SURRENDER - Thomas John Pitaluga and Another (1) and John Vincent Stagnetto and Others (2)

Deed of  
Surrender -  
Thomas John  
Pitaluga and  
another (1) and  
John Vincent  
Stagnetto and  
others (2).  
7th February,  
1939 (put in by  
Defendants).

          
T H I S I N D E N T U R E made the Seventh day of February One thousand nine hundred and thirty nine BETWEEN THOMAS JOHN PITALUGA of Gibraltar Clerk and FREDERICK THOMAS GORDON of Gibraltar Clerk of the one part and JOHN VINCENT STAGNETTO of Gibraltar Landowner LEWIS RICHARD STAGNETTO of Gibraltar Tobacco Merchant and HENRY J.S. NORTON O.B.E., of Gibraltar Assistant Secretary Colonial Secretary's Office Gibraltar of the other part WHEREAS by an Indenture dated the Twenty-first day of July One thousand nine hundred and thirty-two and made between Moses Elias Seruya of the first part the Reverend Telmo John Dodero and Eugene P. Griffin of the second part Rosa Francisca Guadalupe Abrines and Maria Leocadia Abrines of the third part and the said John Vincent Stagnetto Lewis Richard Stagnetto and Henry J.S. Norton of the fourth part ALL THOSE the hereditaments and premises described in the Schedule hereto were conveyed Unto the said John Vincent Stagnetto Lewis Richard Stagnetto and Henry J.S. Norton their heirs and assigns to the following uses that is to say to the use of the said Telmo John Dodero and Eugene P. Griffin Trustees of the

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Will of Richard Abrines deceased dated the Twenty-fourth day of November One thousand eight hundred and ninety-three for the term of Five hundred years subject to the proviso for the cesser of the said term upon payment by the said John Vincent Stagnetto Lewis Richard Stagnetto and Henry J.S. Norton of the sum of Two hundred thousand Pesetas and interest as therein mentioned and after the determination of the said term and in the meantime subject thereto to the use of the said John Vincent Stagnetto Lewis Richard Stagnetto and Henry J.S. Norton in fee simple upon the trusts of the Will of Lewis Stagnetto deceased AND WHEREAS the said Telmo John Dodero died on the Eighteenth day of January One thousand nine hundred and thirty-seven AND WHEREAS by an Indenture dated the Nineteenth day of July One thousand nine hundred and thirty-seven and made between the said Eugene P. Griffin of the one part and Louis Griffin of the other part the said Louis Griffin was appointed a Trustee of the Will of the said Richard Abrines deceased in the place and stead of the said Telmo Dodero deceased AND all the lands hereditaments and premises described in the Schedule hereto (subject to the proviso for the cesser of the said term) were vested in the said Eugene P. Griffin and Louis Griffin AND WHEREAS the said Eugene P. Griffin died on the Thirtieth day of November One thousand nine hundred and thirty seven AND WHEREAS the said Louis Griffin died on the Twelfth day of October One thousand nine hundred and thirty-eight AND WHEREAS by an Order of the Supreme Court of Gibraltar dated the Sixteenth day of December One thousand nine hundred and thirty-eight and made in an action marked 1938 A. No.25 and intituled In the Matter of the Trusts of the Will of Richard Abrines deceased dated the 24th day of November 1893 and In the Matter of the Trustee Ordinance the said Thomas John Pitaluga and Frederick Thomas Gordon were appointed to be the Trustees of the Will of the said Richard Abrines deceased in the place and stead of the said Eugene P. Griffin and Louis Griffin both deceased AND all the lands hereditaments and premises subject to the trusts of the said Will including the hereditaments and premises described in the Schedule hereto (SUBJECT to the proviso for the cesser of the said term) were vested in the said Thomas John Pitaluga and Frederick Thomas Gordon AND WHEREAS the said principal sum of Two hundred thousand Pesetas remains due and owing on the security of the hereinbefore recited Indenture but all interest thereon

Documents not marked as Exhibits but put in at the request of the parties

\_\_\_\_\_  
No. 69

Deed of Surrender - Thomas John Pitaluga and another (1) and John Vincent Stagnetto and others (2).

7th February, 1939 (put in by Defendants)

- continued.

Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties

No. 69

Deed of  
Surrender -  
Thomas John  
Pitaluga and  
another (1) and  
John Vincent  
Stagnetto and  
others (2).

7th February,  
1939 (put in by  
Defendants)

- continued.

has been paid up to the date of these presents NOW  
THIS INDENTURE WITNESSETH that in consideration of  
the sum of Two thousand four hundred and sixty-five  
Pounds One Shilling and Five Pence Sterling (the  
equivalent in Sterling of the sum of Two hundred  
thousand Pesetas and interest at the rate of Eighty-  
three Pesetas and Fifty Centimos per Pound Sterling)  
now paid by the said John Vincent Stagnetto Lewis  
Richard Stagnetto and Henry J.S. Norton to the said  
Thomas John Pitaluga and Frederick Thomas Gordon  
(the receipt whereof is hereby acknowledged) the  
said Thomas John Pitaluga and Frederick Thomas  
Gordon as Trustees hereby surrender UNTO the said  
John Vincent Stagnetto Lewis Richard Stagnetto and  
Henry J.S. Norton ALL THOSE the hereditaments and  
premises described in the Schedule hereto To the  
intent that the said term of Five hundred years and  
all other if any such term estate and interest as  
are vested in the said Thomas John Pitaluga and  
Frederick Thomas Gordon by virtue of the combined  
operation of the hereinbefore recited Indenture and  
of the hereinbefore recited Order for securing the  
repayment of the said sum of Two hundred thousand  
Pesetas and the interest thereof may henceforth  
cease and determine and the unexpired residue there-  
of may forthwith be merged and extinguished in the  
freehold and inheritance of the same premises Dis-  
charged from all principal money and interest se-  
cured by and from all claims under the hereinbefore  
recited Indenture but Subject to the payment of the  
Ground or Quit Rent reserved to His Majesty His  
Heirs and Successors and to the performance and  
observance of the covenants and conditions contained  
in certain Deed of Sale and Letters Patent respec-  
tively dated the First day of April One thousand  
eight hundred and seven the Thirtieth day of Decem-  
ber One thousand eight hundred and twenty-four and  
the Thirty-first day of August One thousand eight  
hundred and twenty-seven IN WITNESS whereof the  
said parties hereto have hereunto set their hands  
and seals the day and year first before written

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#### SCHEDULE

ALL THAT piece of ground with the buildings  
erected thereon situate on the East Side of Main  
Street (formerly known as Church Street) bounded on  
the North by City Mill Lane on the East partly by  
property of Fernando Lorenzo Alvarez partly by pro-  
perty of the heirs of Ana Amigo partly by property  
of the heirs of Michael Agustin Pitman on the South



by Pitman's Alley and on the West by Church Street now Main Street aforesaid and containing in the whole Three thousand seven hundred and two superficial feet or thereabouts and being Nos. 393 and 394 and R.Nos. 599 and 600 in the General Plan of the Garrison of Gibraltar.

Documents not marked as Exhibits but put in at the request of the parties

10 SIGNED SEALED AND DELIVERED ) T. J. Pitaluga L.S.  
 by the within-named Thomas )  
 John Pitaluga Frederick ) Frederick T. Gordon  
 Thomas Gordon in the pres- ) L.S.  
 ence of :- )

No. 69

Deed of Surrender - Thomas John Pitaluga and another (1) and John Vincent Stagnetto and others (2).

S. Benady  
 Barrister-at-Law

Joseph Parody  
 Counsel's Clerk.

7th February, 1939 (put in by Defendants)

20 SIGNED SEALED AND DELIVERED ) John Stagnetto L.S.  
 by the within-named John )  
 Vincent Stagnetto Lewis ) Lewis R. Stagnetto  
 Richard Stagnetto and Henry ) L.S.  
 J.S. Norton in the presence )  
 of :- ) H. Norton L.S.

- continued.

Thos. C. Flowers.

J.B. Richardson.

Certificate of approval dated 12th April, 1939 endorsed and signed on behalf of the Governor of Gibraltar by Acting Colonial Secretary.

Certificate of Registration dated 15th July, 1939 endorsed and signed by Registrar of Supreme Court of Gibraltar.

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No. 70

No. 70

NOTARIAL ACT of CECIL E. PRESCOTT.

I, CECIL ERIC PRESCOTT, of the City and Garrison of Gibraltar, Notary Public, by Royal Authority duly admitted and sworn, practising in the said City, DO HEREBY CERTIFY AND ATTEST that at 12.30 p.m. on the day of the date hereof at the request of Albert R. Isola Esq., J.P., Solicitor for Messrs. John Vincent Stagnetto, Lewis Stagnetto and Henry J.S.

Notarial Act of Cecil E. Prescott.

17th February, 1939 (put in by Defendants).

Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties

\_\_\_\_\_  
No. 70

Notarial Act  
of Cecil E.  
Prescott.

17th February,  
1939 (put in by  
Defendants).

Norton, Trustees of the Will of Lewis Stagnetto deceased, I personally handed to Messrs. Thomas John Pitaluga and Frederick Thomas Gordon, Trustees of the Will of Richard Abrines deceased, a letter each, a copy of which is hereunto annexed, outside the offices of Messrs. Thos. Cook & Son Limited, situate at No.56, Main Street, in this City, and at the same time tendered to them the sum of £2453.11.3d (Two thousand four hundred and fifty-three pounds eleven shillings and three pence) in Government of Gibraltar Currency Notes in payment of the principal, interest and costs in respect of the Mortgage in freehold Property No.393 and 394 and R.Nos.599 and 600 in the General Plan of the Garrison of Gibraltar, whereupon the said sum of £2453.11.3d was not accepted by them and I was referred to their Solicitor, Samuel Benady, Esquire, M.A., of this City. 10

Whereupon in pursuance of the above request, I personally attended at 3.30 p.m. on the day of the date hereof at the chambers of Samuel Benady Esquire, M.A. Solicitor for the Trustees of the Will of Richard Abrines, situate at No.74, Main Street, in this City and did then and there hand a letter, a copy of which is hereunto annexed, to the said Samuel Benady and at the same time likewise tendered to him the said sum of £2453.11.3d in payment of the principal, interest and costs aforesaid, whereupon the said Samuel Benady answered that it had been mutually agreed by the said Albert R. Isola and himself on behalf of the parties concerned that the principal and interest of the Mortgage aforesaid was to be converted into sterling at the rate of Pesetas 83-50 (eighty-three pesetas fifty centimos) per pound and that he would therefore be prepared to accept the sum of £2468.4.5d (Two thousand four hundred and sixty-eight pounds four shillings and five pence) in full settlement thereof. 20 30

At the request aforesaid I therefore tendered to the said Samuel Benady the sum of £2468.4.5d and a receipt duly signed by him was handed to me, a copy of which is hereunto annexed. 40

AND LASTLY I CERTIFY that the Letter and Receipt hereunto annexed are a true and faithful copy of their respective originals.

WHEREOF an Act being required, I, the said Notary, have granted these Presents under my Signature and Official Seal to serve and avail when and where need may require.

DONE AND PASSED in Gibraltar aforesaid this 17th day of February in the year of Our Lord One thousand nine hundred and thirty-nine. 50  
In Testimonium Ventatit  
Cecil Prescott  
Notary Public. Gibraltar.

No. 71

COPY LETTER from Albert R. Isola to Thomas John Pitaluga and others (annexed to Notarial Act of Cecil E. Prescott).

Documents not marked as Exhibits but put in at the request of the parties

Albert R. Isola  
Barrister-at-Law.

60, Irish Town,  
Gibraltar,  
17th February, 1939.

No. 71

Messrs. Thomas John Pitaluga  
and Frederick Thomas Gordon  
Trustees of the Will of Richard Abrines decd.  
and S. Benady Esq. M.A. their Solicitor.  
GIBRALTAR.

Copy letter from Albert R. Isola to Thomas John Pitaluga and others.

17th February, 1939 (annexed to Notarial Act of Cecil E. Prescott of the same date) (put in by Defendants).

Dear Sirs,

Mr. Cecil E. Prescott, Notary Public of this City has been instructed by me as Solicitor for Messrs. John Vincent Stagnetto Lewis Richard Stagnetto and Henry J.S. Norton Trustees of the Will of Lewis Stagnetto deceased to tender to you the sum of £2453.11.3d in payment of principal interest and costs in respect of the mortgage held by you in Freehold Property Nos.393 and 394 and R.Nos.599 and 600 in the General Plan of the Garrison.

This amount is made up as follows:-

Principal	Pts.200,000-00
Interest to 28th inst.	833-35
Six months' interest in lieu of notice	<u>5,000-00</u>
	Pts.205,833-35

converted at the rate of Pts.84 per £1 being today's rate of exchange £2450. 8. 3

Plus your costs	<u>£ 3. 3. 0</u>
	<u>£2453.11. 3</u>

Yours faithfully,

Signed Albert R. Isola.

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Documents not marked as Exhibits but put in at the request of the parties

No. 72

RECEIPT from Albert R. Isola to Thomas John Pitaluga and others (annexed to Notarial Act of Cecil E. Prescott).

No. 72

(Adhesive Stamp value 2d.)

Receipt from Albert R. Isola to Thomas John Pitaluga and others. 17th February, 1939 (annexed to Notarial Act of Cecil E. Prescott of the same date) (put in by Defendants)

No.1009

Gibraltar, 17th Feb. 1939.

RECEIVED from Mr. Cecil E. Prescott on behalf of the Trustees of the Will of Lewis Stagnetto deceased the sum of Two thousand four hundred and sixty-eight Pounds Four shillings Five pence in full settlement of capital and interest in respect of mortgage on freehold property Nos.393 & 394 and R.Nos.599 and 600 in the General Plan of the Garrison together with £3.3.0 costs.

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Signed S. Benady  
Solicitor for the Trustees of  
the Will of Richard Abrines deceased.

£2468.4.5.

No. 73

No. 73

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Release from Salvador Stagnetto and others to John Vincent Stagnetto and others and First, Second and Third Schedules thereto.

RELEASE from Salvador Stagnetto and others to John Vincent Stagnetto and others and FIRST, SECOND AND THIRD SCHEDULES thereto

17th March, 1939 (put in by Defendants).

TO ALL TO WHOM THESE PRESENTS SHALL COME SALVADOR STAGNETTO of Gibraltar JOHN VINCENT STAGNETTO of Gibraltar Landowner LEWIS R. STAGNETTO of Gibraltar Tobacco Merchant JOSEPH STAGNETTO of Gibraltar ADELAIDA STAGNETTO DE MORTON the wife of Francis Norton of Gibraltar Company Manager and ANA STAGNETTO DE NORTON the wife of Henry J.S. Norton O.B.E. of Gibraltar Assistant Secretary Colonial Secretary's Office Gibraltar SEND GREETING: WHEREAS Lewis Stagnetto late of Gibraltar Merchant and Landowner deceased died on the Twenty-third day of May One thousand nine

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hundred and thirty-two having made and duly executed his last Will and Testament bearing date the Twenty-fifth day of May One thousand nine hundred and thirty-one whereof he appointed the said John V. Stagnetto Lewis R. Stagnetto and Henry J. S. Norton executors who duly proved the same in the Supreme Court of Gibraltar on the Thirteenth day of June One thousand nine hundred and thirty-two A N D

Documents not marked as Exhibits but put in at the request of the parties

No. 73

10 WHEREAS by his said Will the said Lewis Stagnetto deceased gave and bequeathed his personal estate unto the said John V. Stagnetto Lewis R. Stagnetto and Henry J. S. Norton Upon Trust to sell and convert into money such part thereof as shall not consist of money and to pay thereout his funeral and testamentary expenses debts and legacies and subject thereto to pay off the mortgages subsisting on the real estate or any part thereof as and when the same should become due and to divide the residue among and between his six children the said Salvador Stagnetto John V. Stagnetto Lewis R. Stagnetto Joseph Stagnetto Adelaida Stagnetto de Norton and Ana Stagnetto de Norton in equal shares A N D

Release from Salvador Stagnetto and others to John Vincent Stagnetto and others and First, Second and Third Schedules thereto.

17th March, 1939 (put in by Defendants).

- continued.

20 WHEREAS the personal estate of the said Lewis Stagnetto deceased consisted of the moneys and securities appearing in the First Schedule hereto with the exception of the sum of Three hundred thousand Pesetas payable in respect of the purchase by the said deceased on the Twenty-seventh day of April One thousand nine hundred and Thirty-two of Freehold Property situate on the East side of Main Street and being Nos. 393 and 394 and R. Nos. 599 and 600 in the General Plan of the Garrison of Gibraltar A N D

30 WHEREAS under the terms of the Agreement for the purchase of the said Freehold Property the sum of One hundred thousand Pesetas was payable on completion of the said sale which was effected on the Twenty-first day of July One thousand nine hundred and thirty-two and the sum of Two hundred thousand pesetas on the Twenty-first day of July One thousand nine hundred and thirty-seven

40 A N D WHEREAS the funeral and testamentary expenses debts legacies and all mortgages subsisting on the real estate of the said deceased have now been paid and satisfied A N D WHEREAS accounts of the winding up of the personal estate of the said deceased are fully set out in the Second Schedule

Documents not marked as Exhibits but put in at the request of the parties

No. 73

Release from Salvador Stagnetto and others to John Vincent Stagnetto and others and First, Second and Third Schedules thereto.

17th March, 1939 (put in by Defendants).

- continued.

hereto and the said Salvador Stagnetto John V. Stagnetto Lewis R. Stagnetto Joseph Stagnetto Adelaida Stagnetto de Norton and Ana Stagnetto de Norton have examined the said accounts and have found the same to be correct and admit that the sums of moneys appearing opposite their respective names in the Third Schedule hereto have been paid to them in full and final settlement of their shares in the personal estate of the said deceased NOW THESE PRESENTS WITNESS that in consideration of the premises and of the sums so paid to them as aforesaid (the receipt whereof is hereby respectively acknowledged) the said Salvador Stagnetto John V. Stagnetto Lewis R. Stagnetto Joseph Stagnetto Adelaida Stagnetto de Norton and Ana Stagnetto de Norton do and each of them doth hereby release and discharge the said John V. Stagnetto Lewis R. Stagnetto and Henry J.S. Norton and each of them and each of their heirs executors and administrators from all actions accounts proceedings claims and demands in relation to the personal estate of the said Lewis Stagnetto deceased IN WITNESS whereof the said Salvador Stagnetto John V. Stagnetto Lewis R. Stagnetto Joseph Stagnetto Adelaida Stagnetto de Norton and Ana Stagnetto de Norton have hereunto set their respective hands and seals this Seventeenth day of March One thousand nine hundred and thirty-nine.

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(First Schedule)

## FIRST SCHEDULE

Documents not marked as Exhibits but put in at the request of the parties

## Inventory of the Personal Estate of the said JAMES STAGNETTO deceased.

	£.	s.	d.	Ptas.	Cts.	Francs.	Cts.	Liras.	Cts.
1. Cash at Barclays Bank (D.C. & O.) Private Account	1141.	10.	3	174067.	05.	-	-	-	-
2. Cash at Barclays Bank (D.C. & O.) Business Account	2139.	9.	0	-	-	-	-	-	-
3. Cash at Credit Foncier d'Algerie et de Tunisie	-	-	-	-	-	8663.	30	1426.	00
4. Cash at Credit Foncier d'Algerie et de Tunisie - Coupons	-	-	-	-	-	510.	00	-	-
5. Business of Tobacco Merchants, sold for	5385.	19.	10	-	-	-	-	-	-
6. Half share in business of Stagnetto Schembri & Co.	5201.	6.	10	9310.	00.	-	-	-	-
7. Balance due by Perea & Attard on Bond	-	-	-	-	-	-	-	-	-
8. Investment on Mortgage Hotel Cecil	5000.	0.	0	-	-	-	-	-	-
9. Investment on Mortgage B. Sacarello's property	4000.	0.	0	-	-	-	-	-	-
10. City Council Bonds	700.	0.	0	-	-	-	-	104000.	00
11. Italian Government Bonds (Nominal value)	-	-	-	-	-	-	-	-	-
12. Credit National Bonds	-	-	-	-	-	20500.	00	-	-
13. Bons du Mesor Francais	-	-	-	-	-	250000.	00	-	-
14. Credit National Bonds 1923	-	-	-	-	-	12500.	00	-	-

Release from Salvador Stagnetto and others to John Vincent Stagnetto and others and First, Second and Third Schedules thereto.  
17th March, 1939 (put in by Defendants).  
- continued.

## SECOND SCHEDULE

## (a) STERLING ACCOUNT

## RECEIPTS

To	Item 1	in above inventory	£1141.	10.	3
"	Item 2	in above inventory	2139.	9.	0
"	Item 5	in above inventory	5385.	19.	10
"	Item 6	in above inventory	3201.	6.	10
"	Item 8	in above inventory	5000.	0.	0
"	Item 9	in above inventory	4000.	0.	0
"	Item 10	in above inventory	700.	0.	0
"	Items 3, 4, 12, 13 and 14 realised by the Credit Foncier at Gibraltar		5201.	7.	3
"	Interest at Barclays Bank (D.C. & O.)		34.	2.	3
"	Interest at Credit Foncier		14.	15.	11
"	Net amount received in respect of Judgment in action 1937 S. No.24.		2450.	0.	0

## PAYMENTS

By	Sundry creditors	£	16.	16.	2
"	H. Codali Funeral expenses		89.	10.	6
"	A.R. Isola Costs of Conveyance, Administration &c.		458.	8.	10
"	Adelaida Buhagiar-Stagnetto Legatee		50.	0.	0
"	Carmen Buhagiar-Vella Legatee		50.	0.	0
"	Felix Buhagiar-Stagnetto Legatee		50.	0.	0
"	daughters of Josephine Buhagiar-Staraci, Legatee		50.	0.	0
"	Teresa Pisani de Meillock, Legatee		25.	0.	0
"	Ernesto Stagnetto, Legatee		100.	0.	0
"	expenses of cheques on London transfer to Pesetas a/c		-.	16.	9
"	transfer to Pesetas a/c		2000.	0.	0
"	expenses sale of Italian Bonds		5800.	0.	0
"	amount paid in settlement of principal interest and costs in respect of mortgage for Pts.200,000 on Freehold Property Nos.393 & 394 and R.Nos.599 and 600		3.	5.	3
"	A.R. Isola, Costs of Reconveyance and Release for distribution		2468.	4.	5
"	Balance for distribution		36.	15.	0
			18069.	14.	5

£ 29268.11. 4

£ 29268.11. 4

(b) PESETAS ACCOUNTRECEIPTS

To Item 1 in above inventory Ptas. 174,067-05  
 " Item 7 in above inventory 9,310-00  
 " conversion of £2000 at Pts.36-90 73,300-00  
 " interest credited by Barclays Bank (D.C. & O.) 442-70  
 " conversion of £5800 at Pts.37-02 214,716-00  
 " interest credited by Credit Foncier 11,397.40

By payment of principal on mortgage of Freehold Property R.No.298  
 " payment of sundry creditors  
 " Mrs. Recagno, debt  
 " Dr. J. Durante  
 " Mr. Parral, Printing  
 " Misses Abrines, debt  
 " payment of purchase money in respect of Freehold Property Nos.393 & 394 and R.Nos.599 & 600  
 " amount debited in respect of Italian Liras 237.80 (30.11.34)  
 " payment of principal on mortgage of Freehold Property R.Nos.318 & 319  
 " conversion of Pts.171,000 into Sterling by virtue of Judgment in action 1937 S: No. 24  
 " balance available for distribution

Ptas. 483,733-15(c) LIRAS ACCOUNT

To Item 11 in the above Inventory realised by the Credit Foncier

It.Lir. 67,668-50By balance available for distribution It.Lir. 67,668-50THIRD SCHEDULE

	Second Column		Third Column		Fourth Column	
	Sterling	Pesetas	Amount received on account in 1932	Amount received prior to execution of these presents	Sterling	Pesetas
Salvador Stagnetto	£3011.12. 5	Pts. 2620-95	£ 3000. 0. 0	Ptas.1551-65	£11.12. 5	Pts.1069-30
John V. Stagnetto	3011.12. 4	2620-95	3000. 0. 0	1551-70	11.12. 4	1069-25
Lewis R. Stagnetto	3011.12. 5	2620-90	3000. 0. 0	1551-65	11.12. 5	1069-25
Joseph Stagnetto	3011.12. 5	2620-95	3000. 0. 0	1551-70	11.12. 5	1069-25
Adelaida Stagnetto						
de Norton	3011.12. 5	2620-95	3000. 0. 0	1551-65	11.12. 5	1069-30
Ana Stagnetto de Norton	3011.12. 5	2620-95	3000. 0. 0	1551-65	11.12. 5	1069-30
	£18069.14. 5	Pts.15725-65	£18000. 0. 0	Ptas.9310-00	£69.14. 5	Pts.6415-65
		Liras 67668-50				Lir.67668-50

Documents not marked as Exhibits but put in at the request of the parties

No. 73

Release from Salvador Stagnetto and others to John Vincent Stagnetto and others and First, Second and Third Schedules thereto.

17th March, 1939 (put in by Defendants)

- continued.



SIGNED SEALED AND DELIVERED  
by the within-named Salvador  
Stagnetto John V. Stagnetto  
Lewis R. Stagnetto Joseph  
Stagnetto Adelaida Stagnetto  
de Norton and Ana Stagnetto  
de Norton in the presence  
of:-

Salvador Stagnetto  
John V. Stagnetto  
Lewis R. Stagnetto  
Joseph Stagnetto  
Adelaida Stagnetto  
de Norton  
Anita Stagnetto de  
Norton.

Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties

No. 73

Release from  
Salvador  
Stagnetto to  
John Vincent  
Stagnetto and  
others and  
First, Second  
and Third  
Schedules  
thereto.  
17th March,  
1939 (put in  
by Defendants)  
- continued.

Albert R. Isola.

Barrister-at-Law

Gibraltar.

No. 74

NOTE by ALBERT R. ISOLA

STAGNETTO re ABRINES MTGE.

Capital	Pts. 200,000	
Interest	"	833.35
Six months' interest in lieu of Notice		5,000
Costs of Mortgages		£ 3. 3. 0
		<hr/>
	Pts. 205,833.35	

No. 74

Note by Albert  
R. Isola  
(Undated)  
(put in by  
Defendants).

12) 10,000  
833.35

Exchange Silver Buying Pts.84 & Pts.94  
" Selling Pts.84

84) <u>205833.35</u>	(2450.8.3	83.50)	<u>205833.35</u>	(2464.1.4
168	<u>3.3.0</u>		16700	
378			38833	
336			33400	
423			54333	
420			50100	
33			42335	
20			41750	
695			585	
672			20	
23			11700	
12			8350	
276			3350	
252			12	
24			40200	

No. 90

S T A T E M E N T

- of -

MISS ROSA FRANCISCA GUADALUPE ABRINES

Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties

No. 90

Statement of  
Miss Rosa  
Francisca  
Guadalupe  
Abrines.

9th July, 1954  
(put in by  
Plaintiffs).

My sister and myself were in debt with Mr. Luis Stagnetto and many other people. Mr. Luis Stagnetto suggested to me buying the house where the Emporium is situated belonging to the Estate of Richard Abrines deceased. My sister and myself were the life tenants. He suggested paying us the sum of 5,000.- dollars (Spanish Currency) for us to keep apart from the purchase price. I refused to sell at first but when I found I was financially em-  
barrassed and that I could not pay my debts I agreed to the sale. Mr. Luis Stagnetto died before the Conveyance was executed, but his son John paid my sister and myself the sum of 5,000.- dollars (Spanish Currency) to enable us to pay our debts. This was in compliance with the suggestion of his late father in connection with the purchase of the house. The house was sold for 60,000.- dollars (Spanish Currency). This amount went to the Trustees of the Estate i.e. Father Dodero and Mr. Eugene Griffin. When it was first suggested to me I did not think it was right for my sister and myself to receive an amount for our own personal benefit and that is why I rejected the offer, but later we were so oppressed with debts that I gave way.

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Dated the 9th day of July, 1954.

Rose Abrines.

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Witness: S. Benady.

Witness: Joseph Parody.



PLAINTIFF'S AFFIDAVIT OF DOCUMENTS

Documents not marked as Exhibits but put in at the request of the parties

No. 97

Plaintiff's Affidavit of Documents.

25th September, 1958.

I, LOUIS ABRINES of 2 Gavino's Passage, Gibraltar, the above-named Plaintiff, make oath and say as follows:-

1. I have in my possession or power the documents relating to the matters in question in this suit set forth in the first and second parts of the First Schedule hereto.

10 2. I object to produce all the documents set forth in the second part of the First Schedule hereto, on the ground that they are privileged. They consist of professional communications of a confidential character made to me by my legal advisers for the purpose of giving me legal advice, cases for the opinion of counsel, opinions of counsel and instructions to counsel prepared and given in anticipation of and during the progress of this action, letters and copies of letters passing between me and my  
20 Solicitor and between my Solicitor and third persons either in anticipation of or during this action, and drafts and memoranda made by my counsel and Solicitor for the purpose of this action.

3. I have had, but have not now, in my possession or power the documents relating to the matters in question in this action set forth in the Second Schedule hereto.

30 4. The last mentioned documents were last in my possession the letter mentioned in paragraph (26), in April 1956, the letter mentioned in paragraph (27), in September, 1956, and the letter mentioned in paragraph (28), in September, 1958 then they were sent to the Defendant's Solicitor.

40 5. According to the best of my knowledge, information and belief I have not now, and never have had, in my possession, custody or power, or in the possession, custody or power of my Solicitors or agents, Solicitor or agent, or in the possession, custody or power of any other persons or person on my behalf, any deed, account, book of account, voucher, receipt, letter, memorandum, paper or writing, or any copy of, or extract from, any such document or any other document whatsoever, relating to

Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties

the matters in question in this action or any of them, or wherein any entry has been made relative to such matters or any of them, other than and except the documents set forth in the said First and Second Schedule hereto.

FIRST SCHEDULE

No. 97

PART I

Plaintiff's  
Affidavit of  
Documents.

Originals

Date

25th September,  
1958

- continued.

- |   |           |    |
|---|-----------|----|
| 1. Letter from Albert R. Isola to Miss Rosa Abrines                             | 6/7/1932  | 10 |
| 2. Memorandum of account sent by Stagnetto Schembri & Co. to the Misses Abrines | 13/7/1932 |    |
| 3. Letter from Albert R. Isola to S. Benady                                     | 13/7/1932 |    |
| 4. Letter from Albert R. Isola to S. Benady.                                    | 18/7/1932 |    |
| 5. Letter from Albert R. Isola to S. Benady                                     | 20/7/1932 |    |
| 6. Statement of account sent by Stagnetto Schembri & Co. to the Misses Abrines  | 20/7/1932 | 20 |
| 7. Letter from John Stagnetto to Misses Abrines                                 | 21/7/1932 |    |
| 8. Statement made by Rosa Abrines   | 9/7/1954  |    |
| 9. Letter from Defendant's Solicitor to Plaintiff's Solicitor                   | 12/4/1956 |    |
| 10. Letter from Defendant's Solicitor to Plaintiff's Solicitor                  | 22/9/1956 |    |

Copies

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- |  |            |  |
|--|------------|--|
| 11. Will of Richard Abrines deceased   | 24/11/1893 |  |
| 12. Policy of Insurance in favour of Rosa and Mary Abrines                               | 2/10/1917  |  |
| 13. Will of Lewis Stagnetto deceased   | 25/5/1931  |  |
| 14. Memorandum of Agreement for sale of Property Nos. 393 and 394 and R.Nos. 599 and 600 | 27/4/1932  |  |
| 15. Letter from S. Benady to Albert R. Isola   | 15/7/1932  |  |

		<u>Date</u>	
	16. Indenture between Moses Elias Seruya and others etc.	21/7/1932	Documents not marked as Exhibits but put in at the request of the parties
	17. Bond between Rosa and Mary Abrines and Salvador Stagnetto and others	21/7/1932	
	18. Letter from S. Benady to Albert R. Isola	25/7/1932	<u>          </u> No. 97
	19. Letter from P.G. Russo to Misses Abrines and others	(Undated)	Plaintiff's Affidavit of Documents.
	20. Letter from (unsigned) to P.G. Russo	(Undated)	
10	21. Letter from John Stagnetto to Rosa Abrines enclosing account	31/12/1955	25th September, 1958
	22. Letter from Plaintiff's Solicitor to Defendant's Solicitor	13/4/1956	- continued.
	23. Letter from Plaintiff's Solicitor to Defendant's Solicitor	14/9/1956	

PART 2.

- 20 24. Certain documents numbered 1 to 36 inclusive which are tied up in a bundle marked "A" and initialled by the deponent Louis Abrines.
25. Cases for the opinion of counsel, opinions of counsel and instructions to counsel prepared and given in anticipation of and during the progress of this action.

SECOND SCHEDULE

26. Letter from Plaintiff's Solicitor to Defendant's Solicitor (original) 13/4/1956
- 30 27. Letter from Plaintiff's Solicitor to Defendant's Solicitor (original) 14/9/1956
28. Ditto 13/9/1956

SWORN by the above-named LOUIS )  
 ABRINES at No.14, Bomb House ) Louis E. Abrines.  
 Lane, Gibraltar this 25th day )  
 of September, 1958. )

Before me,

A.C. Savignon  
 A Commissioner for Oaths

- 40 This affidavit is filed by Louis R. Peralta, Esquire, of 19 John Mackintosh Square, Gibraltar, Solicitor for the Plaintiff.

Documents not marked as Exhibits but put in at the request of the parties

No. 98

DEFENDANTS' AFFIDAVIT OF DOCUMENTS

IN THE SUPREME COURT OF GIBRALTAR

1955 A. No. 52

BETWEEN

No. 98

LOUIS ABRINES

Plaintiff

Defendants' Affidavit of Documents.

- and -

17th November, 1958.

JOHN VINCENT STAGNETTO  
LEWIS RICHARD STAGNETTO  
and HENRY J.S. NORTON

Defendants

DEFENDANTS' AFFIDAVIT OF DOCUMENTS

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We, the above-named Defendants JOHN VINCENT STAGNETTO, LEWIS RICHARD STAGNETTO and HENRY JOHN STEPHEN NORTON, make oath and say as follows:-

1. We have in our possession or power the documents relating to the matters in question in this suit set forth in the first and second parts of the first schedule hereto.

2. We object to produce the said documents set forth in the second part of the first schedule hereto on the grounds that they are privileged. They consist of Professional communications of a confidential character made by us to our legal advisers for the purpose of giving us legal advice, cases for the opinion of counsel, opinions of counsel and instructions to counsel prepared and given during the progress of this action, letters and copies of letters passing between our solicitors and third persons during this action and drafts and memoranda made by our counsel and solicitor for the purpose of this action.

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3. We have had, but have not now in our possession or power the documents relating to the matters in question in this suit set forth in the second schedule hereto.

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4. The last-mentioned documents were last in our possession or power, the letter numbered 61, in April 1956 and the letter numbered 62, in September 1956 when they were sent to the Plaintiff's Solicitor.

5. With regard to the documents referred to in the first part of the said first schedule annexed hereto and therein numbered 6 & 38, we object to produce, and we claim the right to seal up or otherwise cover up the following parts thereof, viz. the document numbered 6, all except pages 41 & 42; the document numbered 38, all except pages 5 & 6 and 36 to 39 both inclusive, on the ground that such parts do not relate to any matter in question in this action.

Documents not marked as Exhibits but put in at the request of the parties

No. 98

Defendants' Affidavit of Documents.

17th November, 1958

- continued.

6. According to the best of our knowledge, information and belief, we have not now, and never had in our possession, custody or power, or in the possession, custody or power of our solicitors or agents, solicitor or agent or in the possession, custody or power of any other persons or person on our behalf, any deed, account, book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of an extract from any such document or any other document whatsoever, relating to the matters in question in this suit or any of them, or wherein any entry has been made relative to such matters, or any of them, other than and except the documents set forth in the said first and second schedules hereto.

THE FIRST SCHEDULE above referred to

FIRST PART

<u>No.</u>	<u>Date</u>	<u>Description of Document</u>
1.	19/9/1916	Copy Order of the Supreme Court of Gibraltar.
2.	30/9/1916	Original letter from Arthur J. Patron to Messrs. Stagnetto Schembri & Co.
3.	5/1/1917	Copy Deed between Lewis Stagnetto of the one part and Telmo Dodero and Eugene Patrick Griffin of the other part.
4.	12/1/1917	Original Agreement between Rosa and Mary Abrines of the one part and Lewis Stagnetto of the other part.
5.	2/7/1918	Receipt from Rose Abrines to Messrs. Stagnetto, Schembri & Co.

Documents not  
marked as  
Exhibits but  
put in at the  
request of  
the parties

No. 98

Defendants'  
Affidavit of  
Documents.  
17th November,  
1958  
- continued.

- |     |            |   |    |
|-----|------------|---|----|
| 6.  | Undated    | Rent Account book.  |    |
| 7.  | 12/2/1923  | Deed of Re-assignment between Francisco Labrador y Mendez & another and Rose and Mary Abrines.  |    |
| 8.  | 14/2/1923  | Deed of Mortgage between Rose and Mary Abrines and Lewis Stagnetto and John Vincent Stagnetto.  |    |
| 9.  | 23/9/1917  | Policy of Insurance on the lives of Rose and Mary Abrines.  |    |
| 10. | 15/2/1923  | Copy Indenture of Lease between Rose and Mary Abrines of the one part and Lewis Stagnetto and John Vincent Stagnetto of the other part. | 10 |
| 11. | 20/11/1925 | Deed of Mortgage between Revd. Telmo John Dodero and others and Moses Elias Seruya  |    |
| 12. | 6/9/1928   | Deed of Mortgage between Revd. Telmo John Dodero and others and Moses Elias Seruya.   | 20 |
| 13. | 25/5/1931  | Copy Will of Lewis Stagnetto deceased.  |    |
| 14. | Undated    | Note from Albert R. Isola to Lewis Stagnetto.   |    |
| 15. | Undated    | Note by Albert R. Isola.  |    |
| 16. | 27/4/1932  | Copy of Waiver by Trustees of the Estate of Richard Abrines deceased of the notice required to be given by the Settled Land Act.        |    |
| 17. | 27/4/1932  | Memorandum of Agreement for Sale of Property Nos. 393 & 394 and R. Nos. 599 & 600 between Rose and Mary Abrines and Lewis Stagnetto.    | 30 |
| 18. | 13/7/1932  | Copy letter from Albert R. Isola to S. Benady.  |    |
| 19. | 18/7/1932  | Copy letter from Albert R. Isola to S. Benady.  |    |
| 20. | 20/7/1932  | Copy letter from Albert R. Isola to S. Benady.  |    |
| 21. | 25/7/1932  | Letter from S. Benady to Albert R. Isola.   | 40 |
| 22. | 21/7/1932  | Indenture between Moses Elias Seruya and others etc.  |    |



	23.	21/7/1932	Bond from Rose and Mary Abrines to Salvador Stagnetto and others.	Documents not marked as Exhibits but put in at the request of the parties
	24.	16/10/1931 to 31/1/1939	Receipt Counterfoils numbered 603 to 730 both inclusive.	
	25.	16/12/1938	Copy Order of the Supreme Court of Gibraltar	<u>          </u>
	26.	Undated	Draft Deed of Surrender between Thomas John Pitaluga and another and John Vincent Stagnetto and others.	No. 98
10				Defendants' Affidavit of Documents.
	27.	17/3/1939	Release from Salvador Stagnetto & Others to John Vincent Stagnetto & Others.	17th November, 1958
	28.	17/2/1939	Receipt from S. Benady to Cecil E. Prescott.	- continued.
	29.	17/2/1939	Copy letter from Albert R. Isola to Thomas John Pitaluga and others.	
	30.	17/2/1939	Notarial Act of Cecil E. Prescott.	
	31.	Undated	Note by Albert R. Isola.	
20	32.	17/2/1939	Deed of Surrender between Thomas John Pitaluga and another and John Vincent Stagnetto and others.	
	33.	15/9/1939	Copy letter from Albert R. Isola to Rose and Mary Abrines.	
	34.	30/9/1939	Original writ in an action between John Vincent Stagnetto and Rosa Abrines and Maria Leocadia Abrines.	
	35.	6/10/1939	Appearance in the said Action.	
30	36.	6/10/1939	Notice of Appearance in the said action.	
	37.	27/10/1939	Copy Judgment in the said action.	
	38.		Journal.	
	39.	31/12/1932	Copy Statement of account of John Vincent Stagnetto & others with Barclays Bank D.C.O.	
	40.	16/1/1950	Copy letter from John Vincent Stagnetto to Rosa Abrines and statement.	
40	41.	5/10/1951	Copy letter from John Vincent Stagnetto to Rosa Abrines and statement.	

Documents not marked as Exhibits but put in at the request of the parties	42.	15/1/1952	Copy letter from John Vincent Stagnetto to Rosa Abrines and statement.	
	43.	19/2/1953	Copy letter from John Vincent Stagnetto to Rosa Abrines and statement	
<u>          </u> No. 98	44.	31/12/1953	Copy letter from John Vincent Stagnetto to Rosa Abrines and statement.	
Defendants' Affidavit of Documents.	45.	Undated	Original letter from Rosa Abrines to John Vincent Stagnetto.	10
17th November, 1958	46.	21/1/1955	Copy letter from John Vincent Stagnetto to Rosa Abrines and statement.	
- continued.	47.	31/12/1955	Copy letter from John Vincent Stagnetto to Rosa Abrines and statement.	
	48.	9/1/1956	Copy letter from Defendants' Solicitor to S. Benady, Q.C.	
	49.	23/1/1956	Letter from S. Benady to Defendants' Solicitor.	20
	50.	12/4/1956	Copy letter from Defendants' Solicitor to Plaintiff's Solicitors.	
	51.	13/4/1956	Letter from Plaintiff's Solicitors to Defendants' Solicitor.	
	52.	14/9/1956	Letter from Plaintiff's Solicitor to Defendants' Solicitor.	
	53.	22/9/1956	Letter from Defendants' Solicitor to Plaintiff's Solicitor.	30
	54.	13/9/1958	Letter from Plaintiff's Solicitor to Defendants' Solicitor.	
	55.	1/6/1898	Deed of Conveyance Carolina Larios de Schott to Michael Abrines.	
	56.	2/6/1898	Deed of Mortgage Michael Abrines Carolina Larios de Schott.	
	57.	31/1/1899	Declaration of Trust Michael Abrines to Eduarda Marin de Ferreti and others.	
	58.	11/4/1903	Disclaimer by Michael Abrines.	40
	59.	27/4/1915	Deed of Re-Conveyance Ferdinand Schott & another to Louis Abrines & another.	
	60.	12/5/1932	Declaration of Trust Louis Abrines to Revd. Felmo Dodero and another.	

SECOND PART

Documents not  
marked as  
Exhibited but  
put in at the  
request of  
the parties  
\_\_\_\_\_

No. 98

Memoranda and notes and extracts of pleadings and of all other documents and papers whatsoever prepared by the Defendants' legal advisers or by their instructions during the progress of this action or therein relating to or appertaining to the same in any way whatsoever.

Defendants'  
Affidavit of  
Documents.

17th November,  
1958

- continued.

Cases for the opinion of counsel, opinions of counsel and instructions to counsel prepared and given during the progress of this action.

THE SECOND SCHEDULE above referred to

61. 12/5/1956 Original letter from Defendants' Solicitor to Plaintiff's Solicitor.

62. 22/9/1956 Original letter from Defendants' Solicitor to Plaintiff's Solicitor.

LEWIS R. STAGNETTO

JOHN STAGNETTO

H. NORTON

SWORN by the above-named John Vincent Stagnetto, Lewis Richard Stagnetto and Henry John Stephen Norton at No.58 Main Street Gibraltar, this 17th day of November 1958.

Before me,

H.F. Cardona

A Commissioner for Oaths.

This Affidavit is filed by Louis W. Triay, Esquire, of No.290, Main Street, Gibraltar, Solicitor for the Defendants.

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Documents in  
earlier suits

DOCUMENTS IN EARLIER SUITS

No. 29

No. 29

ORDER of the SUPREME COURT OF GIBRALTAR.

1916: A. No.2

Order of the  
Supreme Court of  
Gibraltar  
(Chancery  
Jurisdiction)  
re Will Trusts  
of Richard  
Abrines: Rosa  
Abrines and  
another v.  
Louis Abrines  
and another  
(1916:A.No.2).  
19th September,  
1916 (put in by  
Defendants)

IN THE SUPREME COURT OF GIBRALTAR

CHANCERY JURISDICTION

IN THE MATTER of the trusts of the Will  
of Richard Abrines deceased.

BETWEEN

ROSA ABRINES and MARY LEOCADIA  
ABRINES Plaintiffs

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- and -

LOUIS ABRINES and ALEXANDER RISSO,  
as Trustees of the Will of the  
late Richard Abrines, deceased  
Defendants

Before His Honour Bartle H.T. Wrege, Chief Justice  
-- In Chambers.

Tuesday the 19th day of September 1916

UPON HEARING Mr. HARRY J. KING, Solicitor for  
the Plaintiffs, Mr. JOSEPH A. PATRON, Counsel for  
the Defendants and Mr. ARTHUR J. PATRON, Counsel for  
the remaindermen under the Will of the late Richard  
Abrines deceased AND UPON READING the affidavits  
filed herein by the Plaintiffs and Defendants res-  
pectively and the affidavits of the Right Reverend  
Henry Gregory Thompson O.S.B. and Hector Joseph  
Licudi, also filed herein:

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LET the said Defendants pay to the said  
Plaintiffs all arrears of rent in their hands due  
on the said trust premises LET EUGENE PATRICK  
GRIFFIN of Gibraltar Civil Servant and the Reverend  
TELMO JOHN DODERO of Gibraltar, Priest in Holy  
Orders be appointed Trustees in place of the said  
Defendants who retire and are hereby released of

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the trust herein subject to their compliance with the provisions of this order so far as the same affects them, and let the lands, hereditaments and premises now subject to the trusts of the said Will vest in the said EUGENE PATRICK GRIFFIN and TELMO JOHN DODERO for the Estate vested heretofore in the said defendants to be held by them upon the trusts of the Will of the said Richard Abrines deceased and subject to such incumbrances as are now subsisting thereon and let such Trustees be at liberty to demand, sue for and recover all arrears of rent due on the premises comprised in the Estate aforesaid AND the Plaintiffs undertaking in manner following, that is to say:-

1. To insure and keep insured against loss or damage by fire in the names or name and to the reasonable satisfaction of the Trustees or trustee for the time being of the said testator's will all the messuages and buildings comprised in the trusts of the Will of the late Richard Abrines deceased.

2. From time to time to execute in connection with all or any of such messuages or buildings such repairs as may be necessary or proper and to pay into the Anglo-Egyptian Bank to the credit of the Trustees for the time being the monthly sum of \$30 to be paid to a Special Account earmarked "Estate Repairs Account" and such monthly payments to the said "Estate Repairs Account" on which account the Trustees will issue cheques from time to time for the payment of accounts rendered for repairs executed to be guaranteed by a Deed of Covenant to the Trustees hereby appointed; such Deed is to be executed by an approved Surety before the Plaintiffs are let into possession of the rents.

3. To pay all outgoing in respect of the said messuages and buildings and to pay the interest on all mortgages charges and incumbrances on the same.

4. Not to part with any policy of insurance effected as hereinbefore provided or any receipt for the payment of any premium in respect thereof or any of the muniments of title hereinafter mentioned without the written consent of the said Trustees and also to produce every or any such policy receipt or muniment to the said Trustees upon all reasonable occasions.

5. To permit the said Trustees or their agents to enter and inspect the messuages and buildings aforesaid or any part thereof and to supply to such

Documents in  
earlier suits

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No. 29

Order of the  
Supreme Court  
of Gibraltar  
(Chancery  
Jurisdiction)  
re Will Trusts  
of Richard  
Abrines: Rosa  
Abrines and  
another v.  
Louis Abrines  
and another  
(1916:A.No.2).

19th September,  
1916 (put in by  
Defendants)

- continued.

Documents in  
earlier suits

No. 29

Order of the  
Supreme Court  
of Gibraltar  
(Chancery  
Jurisdiction)  
re Will Trusts  
of Richard  
Abrines: Rosa  
Abrines and  
another v.  
Louis Abrines  
and another  
(1916:A.No.)

19th September,  
1916 (put in by  
Defendants)

- continued.

Trustees from time to time all such information as they may reasonably require in respect thereof.

6. So long as the Plaintiffs remain in possession or receipt of the rents and profits of the trust estate aforesaid to keep the trustees indemnified against any personal liability by reason of any covenant contract or obligation properly entered with or incurred by them as such Trustees.

LET the Plaintiffs ROSA ABRINES and MARY LEOCADIA ABRINES be let into possession and receipt of the rents and profits of all the hereditaments and premises comprised in the trusts of the Will of the said Richard Abrines deceased and let the Defendants the retiring Trustees of the said Will deliver to the applicants all muniments of title in their possession or relating to the said lands hereditaments and premises.

AND LET the costs of these proceedings be taxed and allowed to all parties and paid out of the Estate aforesaid.

(Sgd.) John Discombe.  
Registrar.

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No. 67

Order of the  
Supreme Court  
of Gibraltar  
(Chancery  
Jurisdiction)  
re the Will  
Trusts of  
Richard Abrines  
deceased  
(1938:A.No.25)

16th December,  
1938 (put in by  
Plaintiffs).

No. 67

ORDER of the SUPREME COURT OF GIBRALTAR.

IN THE SUPREME COURT OF GIBRALTAR

1938 A.No. 25

CHANCERY JURISDICTION

IN THE MATTER of the trusts of the Will of  
Richard Abrines deceased dated the  
24th November 1893.

- and -

IN THE MATTER of the Trustee Ordinance

Friday the 16th day of December 1938

Before His Honour Sir Kenneth James Beatty, Knight,  
Chief Justice.

IN CHAMBERS

UPON the application on Originating Summons of

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Rosa Abrines and Mary Abrines both of Gibraltar Spinsters who claim to be beneficially entitled under the Will of the said Richard Abrines deceased AND UPON HEARING Samuel Benady Esquire, M.A., of Counsel for the said Rosa Abrines and Mary Abrines and Peter G. Russo Esquire, J.P. of Counsel for Luis Abrines of Gibraltar Trader who also claims to be beneficially entitled under the said Will AND UPON READING the affidavit of the said Samuel Benady sworn and filed herein on the 2nd day of December 1938 and the affidavit of Lionel J. Imossi sworn and filed herein on the 1st day of December 1938 and the joint consent to act as Trustees of Thomas John Pitaluga and Frederick Thomas Gordon both of Gibraltar Clerks filed herein on the 1st day of December 1938 respectively THIS COURT DOETH HEREBY APPOINT the said Thomas John Pitaluga and Frederick Thomas Gordon to be new Trustees under the above-mentioned Will of the said Richard Abrines deceased in respect of such of the trusts of the said Will therein declared and expressed as are now subsisting and capable of taking effect AND IT IS ORDERED that the land tenements and hereditaments comprised in the Indentures of Mortgage dated the 31st day of October 1930 and 21st day of July 1932 in the Summons respectively mentioned vest in the said Thomas John Pitaluga and Frederick Thomas Gordon as such trustees as aforesaid for the respective estates therein which would now be vested in Luis Griffin deceased or Eugene Patrick Griffin deceased if now living but subject to any equity of redemption subsisting therein under the said mortgages AND it is ordered that the right to sue for or recover the moneys secured by the said Indentures of Mortgage and any interest in respect thereof vest in the said Thomas John Pitaluga and Frederick Thomas Gordon as such trustees as aforesaid AND IT IS ORDERED that the right to transfer into their own names the sum of £2,631.-Inscribed War Loan 3½% Stock subject to the trusts of the said Will registered in the name of John Eugene Griffin Administrator of the Estate of Eugene Patrick Griffin deceased survivor in a joint account with Telmo John Dodero deceased subject to the trusts of the said Will and to receive any interest now due and to accrue due thereon vest in the said Thomas John Pitaluga and Frederick Thomas Gordon as such trustees as aforesaid AND IT IS ORDERED that the said John Eugene Griffin do transfer the said Stock into the names of the said Thomas John Pitaluga and Frederick Thomas Gordon to be held by them upon the trusts of the said Will AND IT IS LASTLY ORDERED that the costs of all parties and the expenses incidental to and consequent on this application be taxed by the Taxing Master as between Solicitor and Client and be raised and paid out of the Estate of the said Richard Abrines deceased. Fit for Counsel.

(Sgd.) Austin Cathie  
Registrar.

Documents in  
earlier suits

No. 67

Order of the  
Supreme Court  
of Gibraltar  
(Chancery  
Jurisdiction)  
re the Will  
Trusts of  
Richard Abrines  
deceased  
(1938:A.No.25)

16th December,  
1938 (put in by  
Plaintiffs)

- continued.

Documents in  
earlier suits

No. 76

No. 76

WRIT OF SUMMONS

IN THE SUPREME COURT OF GIBRALTAR.

1939, S. No. 29

Writ of Summons  
re John Vincent  
Stagnetto v.  
Rosa Abrines  
and Maria  
Leocadia  
Abrines  
(1939 S.No.29)

BETWEEN

JOHN VINCENT STAGNETTO

Plaintiff

- and -

ROSA ABRINES and MARIA LECCADIA  
ABRINES (Spinsters)

Defendants

30th September,  
1939 (put in by  
Defendants)

GEORGE THE SIXTH, by the Grace of God of Great  
Britain, Ireland, and British Dominions beyond  
the Seas, Defender of the Faith, Emperor of  
India.

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TO Rosa Abrines and Maria Leocadia Abrines of No.  
8, Engineer Lane, Gibraltar, Spinsters.

WE COMMAND YOU that, within eight days after  
the service of this writ inclusive of the day of  
such service, you do cause an appearance to be  
entered for you in an action at the suit of

John Vincent Stagnetto,  
of No. 3, Pitman's Alley, Gibraltar  
Landowner.

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AND TAKE NOTICE that in default of your so do-  
ing, the Plaintiff may proceed therein, and judgment  
may be given in your absence.

Witness, The Honourable CLIFFORD MANSEL REECE,  
K.C., Acting Chief Justice of Gibraltar, the Thirti-  
eth day of September in the year of Our Lord One  
thousand nine hundred and thirty-nine.

STATEMENT OF CLAIM:

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The Plaintiff's Claim is for principal and interest  
due under the Defendants' covenant in a Mortgage  
deed dated the 14th day of February 1923 and for  
premiums paid by the Plaintiff for keeping up the  
Policy of Insurance mortgaged under the said Deed.



## Particulars:-

Principal	£1000. 0. 0
Premium on Life Policy due on the 23rd September 1938	10. 1. 8
Premium on Life Policy due on the 22nd April, 1939	10. 1. 8
Premium on Life Policy due on the 23rd September 1939	10. 1. 8
Interest at 5% per annum from 1st February 1939 to date	<u>37.10. 0</u>
	£1067.15. 0
1939 January 31st By Cash on account	<u>2. 0. 0</u>
	<u>£1065.15. 0</u>

Documents in  
earlier suits                      
No. 76Writ of Summons  
re John Vincent  
Stagnetto v.   
Rosa Abrines  
and Maria  
Leocadia  
Abrines  
(1939 S.No.29)  
30th September,  
1939 (put in by  
Defendants)

- continued.

The Plaintiff claims £1065.15. 0 and interest on the sum of £1000 at the rate of 5% per annum until Judgment.

Place of Trial: GIBRALTAR

(Sgd.) Albert R. Isola.

20 And the sum of £5. 0. 0 (or such sum as may be allowed on taxation) for Costs; and also in case the plaintiff obtains an order for substituted service, the further sum of £2.17. 6. (or such sum as may be allowed on taxation) for costs. If the amount claimed be paid to the plaintiff or his solicitor within four days from the service hereof, further proceedings will be stayed.

30 THIS WRIT was issued by ALBERT RICHARD ISOLA, Esquire, J.P., of Gibraltar, whose address for service is No. 60, Irish Town, Gibraltar, solicitor for the said plaintiff who resides at No.3, Pitman's Alley, Gibraltar.

The Defendants are spinsters and reside at No. 8, Engineer Lane, Gibraltar.

Documents in  
earlier suits

No. 77

APPEARANCE

No. 77

Appearance by  
both Defendants  
re John Vincent  
Stagnetto v.  
Rosa Abrines  
and Maria  
Leocadia  
Abrines  
(1939 S.No.29)  
6th October,  
1939 (put in by  
Defendants)

Enter an Appearance for the Defendants Rosa Abrines  
and Maria Leocadia Abrines (Spinsters) in this  
action.

DATED the 6th day of October, 1939.

(Sgd.) H. King.

of and whose address for service is 5, Fountain  
Ramp Chambers, Gibraltar.

Solicitor for the said Defendants.

10

No.77A

No.77A

NOTICE OF APPEARANCE

Notice of  
Appearance by  
both Defendants  
re John Vincent  
Stagnetto v.  
Rosa Abrines  
and Maria  
Leocadia  
Abrines.  
(1939 S.No.29)  
6th October,  
1939 (put in by  
Defendants)

TAKE NOTICE that I have this day entered an appear-  
ance at the Registry of the Supreme Court, Gibraltar,  
for the Defendants Rosa Abrines and Maria Leocadia  
Abrines to the writ of summons in this action.

DATED the 6th day of October, 1939.

(Sgd) H. King

of 5, Fountain Ramp Chambers, Gibraltar.

Solicitor for the said Defendants.

20

A Sealed Duplicate of the Appearance is an-  
nexed hereto.

To:

Albert R. Isola Esq., J.P.,  
Solicitor for the above named Plaintiff.

185.

No. 78

JUDGMENT in default of Defence

IN THE SUPREME COURT OF GIBRALTAR

1939 S. No. 29

BETWEEN

JOHN VINCENT STAGNETTO

Plaintiff

- and -

ROSA ABRINES and MARIA LEUCADIA  
ABRINES (Spinsters)

Defendants

The 27th day of October, 1939.

The Defendants Rosa Abrines and Maria Leocadia Abrines not having delivered any defence, IT IS THIS DAY ADJUDGED that the plaintiff recover against the said defendants £1069. 9. 0 and £7.15. 6 fixed costs.

(Sgd.) E. Pizzarello  
Assistant Registrar.

CORRESPONDENCE and related documents not marked as Exhibits but put in at the request of the parties.

No. 30

LETTER, Arthur Patron to Stagnetto Schembri & Co.

Gibraltar 30th September 1916.

Dear Sirs,

Re Estate of R. Abrines deceased

On behalf of the Remaindermen under the Will of the late R. Abrines Esquire I beg to give you notice that until new trustees shall have been appointed by the Chief Justice or a Receiver or some other party shall have been authorized to receive all or any portion of the rents of the above

Documents in  
earlier suits

No. 78

Judgment in  
default of  
defence re  
John Vincent  
Stagnetto v.  
Rosa Abrines  
and Maria  
Leocadia  
Abrines  
(1939 S.No.29)  
27th October,  
1939 (put in by  
Defendants)

Correspondence  
and related  
documents not  
marked as  
Exhibits but  
put in at the  
request of the  
parties

No. 30

Letter, Arthur  
Patron to  
Stagnetto  
Schembri & Co.  
30th September  
1916 (put in by  
Defendants).

10

20

30

Correspondence and related documents not marked as Exhibits but put in at the request of the parties

Estate the only parties entitled to receive the same are the outgoing trustees or their duly constituted Attorney and that should you pay to any other person any rent which may be due by you to the said estate you will be held responsible for the same and particularly for whatever part thereof may have to be applied to the payment of repairs rates interest upon any incumbrances affecting the estate.

No. 30

Letter, Arthur Patron to Stagnetto Schembri & Co.

30th September, 1916 (put in by Defendants)

- continued.

If the outgoing trustees or their collector refuse to receive any rent from you the same should be immediately paid into Court or deposited in such manner as may be agreed upon.

10

I am etc.,

(Sgd.) Arthur Patron

No. 36

Receipt from Rosa Abrines to Stagnetto Schembri & Co.

2nd July, 1918. (put in by Defendants)

No. 36

RECEIPT from Rosa Abrines to Stagnetto Schembri & Co.

I received from Messrs. Stagnetto Schembri & Co. the sum of hundred and sixty dollars to be paid in monthly instalments of ten dollars, the payment beginning the 2nd August.

20

(Sgd.) Rosa Abrines.

2nd July, 1918.

No. 37

RENT ACCOUNT BOOK ENTRIES -  
 Maria Leocadia and Rosa Abrines

Correspondence  
 and related  
 documents not  
 marked as  
 Exhibits but  
 put in at the  
 request of the  
 parties

Promissory Note from Maria Leocadia & Rosa Abrines  
 to Lewis Stagnetto for the sum of £130 - dated  
 19th August 1919.

	Oct. 30	By Cash on a/c	Pts.72	at 2/00	£ 3. 5. 5
	Nov. 1	" do. do.	Pts.150/00	at 21/50	6.19. 6
	Dec. 1	" do. do.	100/00	" 20/35	4.18. 3
10	20				
	Jany. 31	" do. do.	100/00	" 19/80	5. 1. 0
	Feb. 28	" do. do.	100/00	" 19/00	5. 5. 3
	May 31	" do. do.	150/00	" 23/00	6.10. 5
	June 31	" do. do.	150/00	" 24/00	6. 5. 0
	July 31	" do. do.	150/00	" 24/20	6. 4. 0
	Agst 31	" do. do.	150/00	" 24/20	6. 4. 0
	Sept. 31	" do. do.	150/00	" 23/70	6. 6. 6
	Oct. 31	" do. do.	150/00	" 23/70	6. 6. 6
	Nov. 31	" do. do.	150/00	" 24/00	6. 5. 0
20	Dec. 31	" do. do.	150/00	" 26/80	5.12. 0
	21				
	Jany. 31	" do. do.	150/00	" 27/80	5. 7.10
	Feb. 28	" do. do.	150/00	" 27/80	5. 7.10
	Mch. 30	" do. do.	150/00	" 28/00	5. 7. 1
	April 31	" do. do.	150/00	" 28/00	5. 7. 1
	May 31	" do. do.	150/00	" 28/25	5. 6. 0
	June 30	" do. do.	150/00	" 28/25	5. 6. 0
	July 31	" do. do.	150/00	" 28/25	5. 6. 0
	Agst. 31	" do. do.	150/00	" 28/25	5. 6. 0
30	Sept. 30	" do. do.	100/00	" 28/30	3.10. 8
	Oct. 31	" do. do.	100/00	" 28/30	3.10. 8
	Nov. 30	" do. do.	100/00	" 28/30	3.10. 8
	Dec. 31	" do. do.	45/80	" 28/30	1.12. 4
					<u>£130. 0. 0</u>

No. 37

Rent Account  
 Book entries -  
 Maria Leocadia  
 and Rosa  
 Abrines.

Undated (put in  
 by Defendants)

Settled

S. Stagnetto.

Correspondence and related documents not marked as Exhibits but put in at the request of the parties

No. 43

NOTE from Albert R. Isola to Lewis Stagnetto

No. 43  
Note from Albert R. Isola to Lewis Stagnetto. Undated. (put in by Defendants).

Rent for Shop		Pts.825 per month and rates	
1st Floor Tavares		" 100	
" Life tenants estimated		" 250	
2nd Floor	£4	" <u>200</u>	
		Pts.1,375	
Rates } Water }	£6 about per qr.		
	300		10
Ground Rent	Pts. <u>37.50</u> qr.		
	337.50 qr.		
	<u>4</u>		
	1,350.00	1,375	
		<u>12</u>	
		16,500	
		<u>1,350</u>	
		Pts.15,150	
		<u>1,375</u>	
		Pts.13,775	20
		<u>20</u>	
		5) <u>275,500</u>	
		£ 55,100	

Lewis Stagnetto Esq.

No. 44

Note by Albert R. Isola. Undated (put in by Defendants)

No. 44

NOTE by Albert R. Isola

Rent for Shop		Pts. 825 Per month & rates	
1st Floor Tavares		" 100	
" Life tenants		" 250 (estimated)	
2nd Floor	£4 =	" <u>200</u>	30
		1,375	
Rates and water	about £6 per quarter.		
Ground Rent	Pts.37.50	do.	
		<u>Pts. 300,000</u>	

No. 48

LETTER - P.G. Russo to the Misses Abrines and Others

P.G. Russo Esq.,  
Solicitor for Messrs. Michael Abrines  
and Louis Abrines,  
Gibraltar.

Dear Sir,

10 We must acknowledge receipt of your letter of the and although not admitting any of the statements therein contained we would be obliged if you were to inform us what price your clients consider as reasonable for the sale of the house referred to in your said letter.

Yours faithfully,

Correspondence and related documents not marked as Exhibits but put in at the request of the parties

No. 48

Letter - P.G. Russo to the Misses Abrines and others.

Undated (put in by Plaintiffs)

No. 49

LETTER (unsigned) to P.G. Russo.

4th May 1932.

Mesdames and Sirs,

20 I am instructed by Messrs. Michael Abrines and Louis Abrines two of the remaindermen under the will of the late Mr. Richard Abrines to inform you that they consider the price of Ptas.300,000 for which you propose selling the house situate on the East side of Main Street which forms part of the same Estate far below the actual market price of the said property and the value thereof as assessed by the City Council.

30 I am further instructed by my said clients to inform you that should you insist in carrying out the said intended sale they will commence such proceedings as they may be advised, and will hold you responsible for all losses which may be occasioned to them.

Yours faithfully,

No. 49

Letter (unsigned) to P.G. Russo.

4th May, 1932 (put in by Plaintiffs)

Misses Rosa Abrines and Maria Leocadia Abrines  
The Rev. Telmo Dodero and Eugene Patrick Griffin Esq.,  
J.P.

Correspondence  
and related  
documents not  
marked as  
Exhibits but  
put in at the  
request of the  
parties

No. 50

Translation of  
Memorandum of  
Account sent  
by Stagnetto  
Schembri & Co.  
to the Misses  
Abrines.  
13th June, 1932  
(put in by  
Plaintiffs).

No. 50

TRANSLATION of MEMORANDUM of ACCOUNT sent by  
Stagnetto Schembri & Co. to the Misses Abrines.

MEMORANDUM

From Stagnetto Schembri & Co. Gibraltar  
Partners: Lewis Stagnetto 13th June 1932  
John Stagnetto 191, Main Street.

Telegraphic Address: "SCHEMBRI" To: The Misses Abrines.

Royal Insurance Co. Life Policy,	£10. 1. 8	10
Handed through the mediation of Valerino.	7. 0. 0	
Balance of the Bill of Exchange (Promisory Note)	<u>10.13. 0</u>	
	<u>£27.14. 8</u>	

Goods to date	Pts. 7624.95	
Handed 22/4/32,	85.00	
" 23/4/32,	125.00	
Receipt Mr. Carrara,	125.00	
	<u>Pts. 7959.95</u>	

20

No. 51

Receipt to  
Trustees of  
Estate of  
Lewis Stagnetto  
for £3,000.  
4th July, 1932  
(put in by  
Defendants).

No. 51

RECEIPT to Trustees of Estate of Lewis Stagnetto  
for £3,000

Received from the Trustees of the Estate of Lewis  
Stagnetto the sum of Three Thousand Pounds Sterling  
being one sixth share of the part of the personal  
estate distributed.

£3,000

Gibraltar 4th July, 1932.



No. 52

LETTER - Albert R. Isola to Miss Rosa Abrines

ALBERT R. ISOLA                      60, Irish Town,  
Barrister-at-Law.                      Gibraltar 6th July, 1932.

Correspondence  
and related  
documents not  
marked as  
Exhibits but  
put in at the  
request of the  
parties

Dear Madam,

I am in receipt of your letter of yesterday's date wherein you request me to state my opinion with reference to the sale of the property belonging to the Estate of Richard Abrines deceased.

No. 52

Letter, Albert  
R. Isola to  
Miss Rosa  
Abrines.

10            An Agreement for the sale of this property to the late Mr. Lewis Stagnetto was signed by you about the end of April at the price of Pts.300,000. Notice of the proposed sale was previously given to the Trustees who waived the notice required to be given by the Settled Land Act. As regards the price I made enquiries and satisfied myself that the sum of Pts.300,000 was by far the best price that could be obtained for the said property.

6th July, 1932  
(put in by  
Plaintiffs).

20            Shortly after this contract was signed, the remaindermen instructed Mr. Russo to object to the sale on the ground that the price was not the best obtainable. A letter from him was received by you and by the Trustees to this effect.

The late Mr. Lewis Stagnetto thereupon consented to an extension of time to the 1st June last within which to complete the contract after the conveyance had been submitted to you for execution.

30            Throughout this time the remaindermen made enquiries and endeavoured to obtain a better price and were not even able to obtain a price equal to that for which you contracted to sell. But they still persist in objecting to this sale and in threatening you with legal proceedings if the Conveyance is executed.

40            In my opinion, which I have expressed to you on more than one occasion, you incur no liability in carrying out the sale and the remaindermen have no right to make any objections to this. Moreover if you do not carry out this sale, you expose yourself to an action for specific performance and to be ordered to pay the costs out of your own moneys.

Correspondence and related documents not marked as Exhibits but put in at the request of the parties

I do not think I can express my view more clearly, but after such a number of consultations I have had with you on this matter, I must advise you to obtain the opinion of another Solicitor and satisfy yourself on the point. This is certainly a more prudent course to adopt than to repudiate a written contract just because the remaindermen choose to scare you.

No. 52

Yours faithfully,

Letter, Albert R. Isola to Miss Rosa Abrines. 6th July, 1932 (put in by Plaintiffs)  
- continued.

Albert R. Isola.

10

Miss Rose Abrines  
Pitman's Alley,  
GIBRALTAR.

No. 53

No. 53

Letter, Albert R. Isola to S. Benady. 13th July, 1932 (put in by Plaintiffs)

LETTER - Albert R. Isola to S. Benady.

ALBERT R. ISOLA  
Barrister-at-Law.

60 Irish Town,  
Gibraltar 13th July, 1932.

S. Benady, Esquire, M.A.  
GIBRALTAR.

Dear Sir,

20

re Freehold Property Nos. 393 & 394 and  
R. Nos. 599 & 600

Herewith please find draft conveyance and mortgage from the Misses Abrines and others to the Trustees of the Will of Lewis Stagnetto deceased for your approval on behalf of the vendors.

Yours faithfully,

Albert R. Isola.

193.

No. 54

LETTER - S. Benady to Albert R. Isola

Encl: 1

15th July, 1932.

Albert R. Isola, Esq., J.P.  
GIBRALTAR.

Dear Sir,

Re Freehold Property Nos. 393 & 394 and  
R. Nos. 599 and 600

10 I am in receipt of your letter of the 13th  
instant enclosing draft conveyance and mortgage  
from the Misses Abrines and Others to the Trustees  
of the Will of Lewis Stagnetto deceased and now beg  
to return herewith the said draft duly approved by  
me on behalf of the Misses Abrines.

Yours faithfully,

(Sgd.) S. Benady.

No. 55

LETTER - Albert R. Isola to S. Benady

20 ALBERT R. ISOLA 60 Irish Town,  
Barrister-at-Law Gibraltar 18th July, 1932

Encls:2.

S. Benady, Esquire, M.A.  
GIBRALTAR.

Dear Sir,

Herewith please find Deed of Conveyance and  
Bond for favour of execution by the Misses Abrines  
and return at your earliest convenience.

The deeds will be held by me as escrows until  
the considerations are paid.

30 Yours faithfully,

(Sgd.) Albert R. Isola.

Correspondence  
and related  
documents not  
marked as  
Exhibits but  
put in at the  
request of the  
parties

No. 54

Letter,  
S. Benady to  
Albert R. Isola  
15th July, 1932  
(put in by  
Plaintiffs)

No. 55

Letter,  
Albert R. Isola  
to S. Benady.  
18th July, 1932  
(put in by  
Plaintiffs)

No. 56

Correspondence  
and related  
documents not  
marked as  
Exhibits but  
put in at the  
request of the  
parties

LETTER - Albert R. Isola to S. Benady.

ALBERT R. ISOLA  
Barrister-at-Law

60 Irish Town  
Gibraltar 20th July, 1932.

No. 56

S. Benady Esquire, M.A.  
Solicitor for the Misses Rosa and Maria Abrines,  
GIBRALTAR.

Letter,  
Albert R. Isola  
to S. Benady.

20th July, 1932  
(put in by  
Plaintiffs)

Dear Sir,

With reference to our recent interview on the  
subject of the amount due by your clients to Messrs. 10  
Stagnetto Schembri & Co., I now beg to inform you  
that the amount due after crediting them with the  
rent of the premises occupied by my clients up to  
the 30th June 1932 is Ptas.7896.95.

My clients agree to this amount being paid by  
monthly instalments of Pts.150 such amount to be  
deducted from the interest payable to them in res-  
pect of the mortgage of Pts.200,000 on the property  
recently sold and partly occupied by my clients. 20  
The first payment shall be effected on the 21st day  
of August next and each subsequent payment on the  
21st day of every month in every year. This date  
will correspond with the payments of interest on  
the said mortgage.

I shall be obliged for your confirmation of  
the above arrangements in due course.

Yours faithfully,

(Sgd.) Albert R. Isola.

---

No. 57

TRANSLATION of STATEMENT of ACCOUNT sent by  
Stagnetto Schembri & Co. to the Misses Abrines.

Correspondence  
and related  
documents not  
marked as  
Exhibits but  
put in at the  
request of the  
parties

Account of goods to date, Pts.7624.95

Receipt of the life policy £10. 1.8

Handed through the media-  
tion of Mr. Valerino 7. 0.0

10 Balance of the Bill of  
Exchange (Promissory Note)  
of Benyunes 10.13.0

£ 27.14.8 at 44/.1220.30

Pts.8845.25

No. 57

Translation of  
Statement of  
Account sent by  
Stagnetto  
Schembri & Co.  
to the Misses  
Abrines.

20th July, 1932  
(put in by  
Plaintiffs)

Rents of May 1932 & June 1932

Rents both months at 825/00 Pts.1650

To deduct

22/4/32 Handed on account  
Pts. 85

23/4/32 " " " " 125

20 1/6/32 Receipt of Carrara  
Pts.125

Interests of May and  
June 1932 of £1000 at  
£4.3.4. £8.6.8 at 44/00, 366.70 701.70 948.30

Pts.7896.95

Balance to date

(Stamp of Stagnetto Schembri & Co.)

Gibraltar 20th July 1932.

Correspondence  
and related  
documents not  
marked as  
Exhibits but  
put in at the  
request of the  
parties

No. 58

RECEIPT to Trustees of Estate of Lewis Stagnetto  
for Pesetas 4,166.68.

No. 58

Received from the Trustees of the Estate of Lewis  
Stagnetto the sum of Four Thousand one hundred and  
sixty six pesetas 68 cts. being one sixth share of  
the sum of Pts.25,000/00 distributed.

Receipt to  
Trustees of  
Estate of Lewis  
Stagnetto for  
Pesetas.4,166.68  
21st July, 1932  
(put in by  
Defendants)

Gibraltar 21st July, 32.

No. 59

No. 59

Translation of  
letter, John  
Stagnetto to  
the Misses  
Abrines.  
21st July, 1932.  
(put in by  
Plaintiffs)

TRANSLATION of LETTER - John Stagnetto to the  
Misses Abrines

10

Stagnetto Schembri & Co.  
Importers & General Merchants  
191 Main Street  
Gibraltar.

21/7/32.

The Misses Abrines,  
E/V.

Through Mr. Isola I have heard that at last  
the sale of the house has been carried through. I  
enclose attached the state of accounts which shows  
a balance in my favour of Pesetas 7,896.95, with  
which I trust you will agree.

20

I enclose the receipts of the interests of the  
£1000 for May and June 1932, a receipt of the life  
policy of the Royal Insurance, the Bill of Exchange  
(Promissory Note) of Mr. Benyunes and a receipt of  
Mr. Carrara. I trust you will send me the receipts  
of the rents corresponding to May and June.

Yours faithfully,

30

(Sgd.) John Stagnetto.

No. 63

STATEMENT of ACCOUNT of John Vincent Stagnetto  
and others with Barclays Bank D.C.O.

In ACCOUNT with B A R C L A Y S B A N K D.C.O.

Incorporated in the United Kingdom  
with Limited liability.

G I B R A L T A R.

Correspondence  
and related  
documents not  
marked as  
Exhibits but  
put in at the  
request of the  
parties

No. 63

Failing receipt by the Bank within 15 days from date of despatch of this Statement of notice of disagreement with any of the entries, it will be assumed that the Statement is correct.

To the 31.12.32.

10

Statement of  
Account of John  
Vincent  
Stagnetto and  
others with  
Barclays Bank,  
D.C.O.

31st December,  
1932. (put in  
by Defendants)

Messrs. John V. Stagnetto, Lewis R. Stagnetto  
Henry J.S. Norton  
Gibraltar.

4803.

20	1932	Debit:	Credit:
	June 16	Cash	Pts.174067.05
	22 Isola	45000.00	
	July 2 Bearer	1380.45	
	7 Galliano Vda de Recagno	150.00	
	13 Dr. Durante	180.00	
	" M Parral	147.50	
	21 Bearer	25000.00	
	" Isola	100000.00	
30	Sep. 29 Interest to date		130.30
	Sep. 30 Balance	2339.40	
		<u>Pts.174197.35</u>	<u>174197.35</u>

Cr Blce Pts. 2339.40

Correspondence  
and related  
documents not  
marked as  
Exhibits but  
put in at the  
request of the  
parties

No. 62

LETTER - S. Benady to Albert R. Isola.

25th July, 1932.

Albert R. Isola Esq., J.P.,  
Solicitor for Messrs. Stagnetto Schembri & Co.  
GIBRALTAR.

No. 62

Dear Sir,

Letter,  
S. Benady to  
Albert R. Isola  
25th July, 1932  
(put in by  
Defendants)

I thank you for your letter of the 20th instant  
and now beg to confirm on behalf of my clients the  
arrangements therein contained.

10

Yours faithfully,

(Sgd.) S. Benady.

No. 65

No. 65

Receipt  
Counterfoil  
No.603 for  
£4.3.4.  
interest re-  
ceived from the  
Misses Abrines  
(specimen of a  
series).  
16th October,  
1931 (put in  
by Defendants)

RECEIPT COUNTERFOIL No.603 for £4.3.4. interest  
received from the Misses Abrines (specimen of a  
series)

16th Oct. 1931

No. 603.

Received from The Misses Abrines for 5% Int.  
on loan of £1000 - £4. 3. 4.

October 1931

30

No. 66

No. 66

Receipt  
Counterfoil  
No.704 for  
£4.3.4.  
interest re-  
ceived from  
the Misses  
Abrines  
(specimen of  
a series).  
30th November,  
1936 (put in  
by Defendants)

RECEIPT COUNTERFOIL No.704 for £4.3.4. interest  
received from the Misses Abrines (specimen of a  
series).

30th November, 1936.

Received from

The Misses Abrines 5% Int. on loan of £1000 & £2  
on a/c of Life Policy

£4.3.4

2.0.0



No. 64

Correspondence and related documents not marked as Exhibits but put in at the request of the parties

JOURNAL - BARCLAY'S BANK (PESETAS ACCOUNT)

DR.	BARCLAY'S BANK (PESETAS A/C)	CR.
June 16	To deposit 174067.05	Pts. 45,000.00
Sept 29	" int. to 30/9/32 130.35	
		No. 64
		Journal - Barclays Bank (Pesetas Account)
		16th June 1932
		to 1st October, 1936 (put in by Defendants).
July 2	By cheque C.738952 Bearer	1,380.45
" 6	" " C.738953 Vda de Galliano	150.00
" 8	" " C.738954 M.Parral (El Calpense)	147.50
" 8	" " C.738955 Dr. Durante	180.00
" 21	" " C.738956 A. Isola	100,000.00
" "	" " C.738957 Bearer (A. Isola)	25,000.00
Sept.30	" Balance	2,339.40
		<u>Pts. 174,197.35</u>
Oct. 1	To Balance	75,000.00
June 2	" equivalent of £2000 at 36.90	1,582.10
Sept.28	" Interest to 30/9/34 166.60	
		<u>Pts. 76,306.00</u>
March 29	" int. to 31.3.35 220.60	
Apr. 1	" " 30.9.35 55.50	
		<u>76,582.10</u>
Oct. 1	To Balance	1,582.10

Pts. 174,197.35

75,000.00

1,582.10

76,582.10

1,582.10

No. 75

LETTER - Albert R. Isola to the Misses Rosa  
and Maria Abrines

---

15th September, 1939.

The Misses Rosa Abrines and  
Maria Leocadia Abrines,  
8, Engineer's Lane,  
GIBRALTAR.

Mesdames,

10 I am instructed by Mr. John Vincent Stagnetto  
of this City to demand from you payment of the sum  
of £1049. 8. 4 due and owing to him under an Inden-  
20 ture dated the 14th day of February 1923 as per  
following particulars:

Principal	£1000. 0. 0
Premium on Life Policy due on the 23rd September 1938	£ 10. 1. 8
Premium on Life Policy due on the 22nd April 1939	£ 10. 1. 8
20 Interest at 5% per annum from the 1st February 1939 to date	£ 31. 5. 0
	<hr/>
	£1051. 8. 4
1939 Jan. 31st By cash on account	£ 2. 0. 0
	<hr/>
	£1049. 8. 4
	<hr/> <hr/>

and to inform you that unless payment be forthwith  
effected legal proceedings will issue against you  
for the recovery thereof without further notice.

Yours faithfully,

(Sgd.) Albert R. Isola.

---

Correspondence  
and related  
documents not  
marked as  
Exhibits but  
put in at the  
request of the  
parties

---

No. 75

Letter,  
Albert R. Isola  
to the Misses  
Rosa and Maria  
Abrines.

15th September,  
1939 (put in by  
Defendants)

Correspondence  
and related  
documents not  
marked as  
Exhibits but  
put in at the  
request of the  
parties

No. 79

LETTER - John Vincent Stagnetto to  
Miss Rosa G. Abrines.

16th January, 1950.

Miss Rosa G. Abrines,  
8, Engineer's Lane,  
Gibraltar.

No. 79

Letter,  
John Vincent  
Stagnetto to  
Miss Rosa G.  
Abrines.  
16th January,  
1950 (put in by  
Defendants).

Dear Madam,

I enclose herewith a statement, up to the 31st  
December 1949, of Premiums on your life Insurance  
Policy paid by me on your behalf and interest due  
at 5% on £1000.

10

Yours faithfully,

(Sgd.) John Stagnetto.

Encl.

No. 80

Statement  
enclosed with  
foregoing  
letter from  
John Vincent  
Stagnetto to  
Miss Rosa G.  
Abrines.  
16th January,  
1950 (put in by  
Defendants).

No. 80

STATEMENT enclosed with foregoing letter from John  
Vincent Stagnetto to Miss Rosa G. Abrines.

Miss Rosa G. Abrines,  
8, Engineer's Lane,  
Gibraltar.

20

Statement of Premiums and Interest at 5% on Life  
Insurance Policy, (£1,000), to Dec.31 1949.

			£.	s.	d.	
1939	Sept.31	To account rendered	61.	11.	8	
	Oct. 31	" Int. 5% on £1000	4.	3.	4	
	Nov. 30	" " " " "	4.	3.	4	
	Dec. 31	" " " " "	4.	3.	4	
1940	Sept.23x	" Premium Life Ins. Policy	20.	3.	4	
	Dec. 31	" Int. 5% on £1000 Year				
		1940	50.	0.	0	30
1941	Sept.23x	" Premium Life Ins. Policy	20.	3.	4	
	Dec. 31	" Int. 5% on £1000 Year				
		1941	50.	0.	0	
1942	Sept.23x	" Premium Life Ins. Policy	20.	3.	4	
	Dec. 31	" Int.5% on £1000 Year				
		1942	50.	0.	0	
1943	Sept.23x	" Premium Life Ins. Policy	20.	3.	4	
	Dec. 31	" Int.5% on £1000 Year				
		1943	50.	0.	0	
			304.	15.	0	40

			£304.15. 0	
1944	Sept.23x	To Premium Life Ins.Policy	20. 3. 4	Correspondence and related documents not marked as Exhibits but put in at the request of the parties <hr/> No. 80  Statement enclosed with foregoing letter from John Vincent Stagnetto to Miss Rosa G. Abrines.  16th January, 1950 (put in by Defendants)  - continued.
	Dec. 31	" Int.5% on £1000 Year		
		1944	50. 0. 0	
1945	Sept.23x	" Premium Life Ins.Policy	20. 3. 4	
	Dec. 31	" Int.5% on £1000 Year		
		1945	50. 0. 0	
1946	Sept.23x	" Premium Life Ins.Policy	20. 3. 4	
	Dec. 31	" Int.5% on £1000 Year		
		1946	50. 0. 0	
10	1947	Sept.23x	" Premium Life Ins.Policy	
	Dec. 31	" Int.5% on £1000 Year		
		1947	50. 0. 0	
1948	Sept.23x	" Premium Life Ins.Policy	20. 3. 4	
	Dec. 31	" Int. 5% on £1000 Year		
		1948	50. 0. 0	
1949	Sept.23x	" Premium Life Ins.Policy	20. 3. 4	
	Dec. 31	" Int. 5% on £1000 Year		
		1949	50. 0. 0	
			<hr/> £775.15. 0 <hr/>	
20	x = <u>Paid on your behalf.</u>			

No. 81

LETTER, John Vincent Stagnetto to Miss Rosa G. Abrines

5th October, 1951.

Miss Rosa G. Abrines,  
8, Engineer Lane,  
Gibraltar.

Dear Madam,

30 I enclose herewith a statement, up to the 30th September 1951, of Premiums on your Life Insurance Policy paid by me on your behalf, and interest due at 5% on £1000.

Yours faithfully,

Encl.

(Sgd.) John Stagnetto.

No. 81

Letter, John Vincent Stagnetto to Miss Rosa G. Abrines.

5th October, 1951 (put in by Defendants)

Correspondence  
and related  
documents not  
marked as  
Exhibits but  
put in at the  
request of the  
parties

No. 82

STATEMENT enclosed with foregoing letter from John  
Vincent Stagnetto to Miss Rosa G. Abrines

Miss Rosa G. Abrines,  
8, Engineer's Lane,  
Gibraltar.

No.82

Statement  
enclosed with  
foregoing  
letter from  
John Vincent  
Stagnetto to  
Miss Rosa G.  
Abrines.  
5th October  
1951 (put in by  
Defendants)

Statement of Premiums and Interest at 5% on Life  
Insurance Policy. (£1,000), to 30th September,  
1951.

	To a/c rendered up to 31st December 1949	£775.15. 0	10
1950 April 21	To Premium. Life Ins. Policy X	10. 1. 8	
" June 30 "	Interest 5% on £1000 Jan/June 1950	25. 0. 0	
" Sept. 23 "	Premium. Life Ins. Policy X	10. 1. 8	
" Dec. 31 "	Interest 5% on £1000 July/Dec. 1950	<u>25. 0. 0</u>	
		£845.18. 4	20
1951 April 21	To Premium. Life Ins. Policy X	10. 1. 8	
" June 30 "	Interest 5% on £1000 Jan/June 1951	25. 0. 0	
" Sept. 23 "	Premium. Life Ins. Policy X	10. 1. 8	
" Sept. 30 "	Interest 5% on £1000 July/Sept. 1951	<u>12.10. 0</u>	
		<u>£903.11. 8</u>	

X = Paid on your behalf.

30

No. 83

LETTER - John Vincent Stagnetto to Miss Rosa G. Abrines

15th January, 1952.

Miss Rosa G. Abrines,  
8, Engineer's Lane,  
Gibraltar.

Dear Madam,

10 I enclose herewith a statement, up to 31st December, 1951, of interest due at 5% on £1,000 for the last quarter of 1951, to follow on the last statement of account up to 30th September, 1951, and already in your possession.

Yours faithfully,

Encl. (Sgd.) John Stagnetto.

Correspondence and related documents not marked as Exhibits but put in at the request of the parties

No. 83

Letter, John Vincent Stagnetto to Miss Rosa G. Abrines.

15th January 1952 (put in by Defendants).

No. 84

STATEMENT of ACCOUNT enclosed with foregoing letter from John Vincent Stagnetto to Miss Rosa G. Abrines.

20 Miss Rosa G. Abrines,  
8, Engineer's Lane,  
Gibraltar.

Statement of Premiums and Interest at 5% on Life Insurance Policy. (£1,000), to 31st December, 1951.

To a/c rendered up to 30th September, 1951  
£903.11. 8

30 1951 October 31. To Interest 5% on £1000  
" November " " " Oct.1951 £ 4. 3. 4  
" December 30 " " " Nov.1951 £ 4. 3. 4  
" December 31 " " " Dec.1951 £ 4. 3. 4

£916. 1. 8

No. 84

Statement of Account enclosed with foregoing letter from John Vincent Stagnetto to Miss Rosa G. Abrines.

15th January, 1952 (put in by Defendants).

Correspondence  
and related  
documents not  
marked as  
Exhibits but  
put in at the  
request of the  
parties

No. 85

LETTER - John Vincent Stagnetto to Miss  
Rosa G. Abrines.

3, Pitman's Alley,  
Gibraltar.

No. 85

19th February, 1953.

Letter,  
John Vincent  
Stagnetto to  
Miss Rosa G.  
Abrines.

Miss Rosa G. Abrines,  
8, Engineer's Lane,  
Gibraltar.

Dear Madam,

10

19th February,  
1953 (put in by  
Defendants).

I enclose herewith statement up to 31st Decem-  
ber, 1952, for Interest at 5% on loan of £1,000 and  
Premium on Life Policy paid on your behalf, amount-  
ing to £986. 5. 0d.

Yours faithfully,

(Sgd.) JOHN STAGNETTO.

No. 86

No. 86

Statement  
enclosed with  
foregoing  
letter from  
John Vincent  
Stagnetto to  
Miss Rosa G.  
Abrines.

STATEMENT enclosed with foregoing letter from John  
Vincent Stagnetto to Miss Rosa G. Abrines.

19th February,  
1953 (put in by  
Defendants).

Balance a/c rendered. December 1951	£916. 1. 8d	20
1952		
December 31 Interest 5% on £1,000 for	1952 £ 50. 0. 0d	
" " Premium on Life Policy	1952 <u>20. 3. 4d</u>	
	<u>£986. 5. 0d</u>	

No. 87

LETTER - John Vincent Stagnetto to Miss Rosa G. Abrines

Telephone No.454

G.P.O. Box 207

JOHN STAGNETTO  
General Merchant

3, Pitman's Alley,

GIBRALTAR. 31st December, 1953.

Telegrams:

"Stagco-Gibraltar"

Correspondence and related documents not marked as Exhibits but put in at the request of the parties

No. 87

10 Miss Rosa G. Abrines,  
8, Engineer's Lane,  
Gibraltar.

Dear Madam,

I enclose herewith statement up to the 31st December 1953, for Interest at 5% on loan of £1,000 and Premium on Life Policy paid ON YOUR BEHALF, amount to £1,986. 8. 4.

I feel that I must draw your attention to the importance of this matter, and shall be pleased to hear from you the earliest possible date.

Yours faithfully,

(Sgd.)

John Stagnetto.

£1056. 8. 4

Letter, John Vincent Stagnetto to Miss Rosa G. Abrines.

31st December, 1953 (put in by Defendants).

20

No. 88

STATEMENT enclosed with foregoing letter from John Vincent Stagnetto to Miss Rosa G. Abrines.

Telephone No.454

G.P.O. Box 207

JOHN STAGNETTO  
General Merchant

3, Pitman's Alley,  
GIBRALTAR.

Telegrams:

"Stagco-Gibraltar".

30

S T A T E M E N T

To Balance of A/C rendered on 31/12/1952 £986. 5. 0  
" 5% Interest on £1000 for the year 1953 £50. 0. 0  
" Premium on Life Policy for the year  
1953 £ 20. 3. 4

To Miss Rosa G. Abrines,  
8, Engineer's Lane,  
GIBRALTAR.

£1,056. 8. 4

31st December, 1953.

40

No. 88

Statement enclosed with foregoing letter from John Vincent Stagnetto to Miss Rosa G. Abrines.

31st December 1953 (put in by Defendants).



Correspondence  
and related  
documents not  
marked as  
Exhibits but  
put in at the  
request of the  
parties

No. 89

LETTER - Rosa Abrines to John Vincent  
Stagnetto

---

No. 8, Engineer's Lane,

---

No. 89

John Stagnetto Esq.

Letter, Rosa  
Abrines to  
John Vincent  
Stagnetto.

Sir,

Undated (put in  
by Defendants)

I have to acknowledge receipt of your letter  
dated 31st December, 1953 covering Statement re-  
garding Life Policy.

I am appalled at the amount involved, all the  
more so as under my father's Will I am unable to  
dispose of my Capital.

10

As you are well aware adverse circumstances  
have so diminished the rents I receive from my  
father's estate that after paying interest on mort-  
gage the balance I receive is barely sufficient to  
cover my modest living expenses.

I very sincerely regret the position.

Yours faithfully,

(Sgd.) Rosa Abrines.

20

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No. 91

LETTER - John Vincent Stagnetto to Miss Rosa G. Abrines.

3, Pitman's Alley,  
GIBRALTAR  
27th January, 1955.

Correspondence and related documents not marked as Exhibits but put in at the request of the parties

No. 91

Letter,  
John Vincent Stagnetto to Miss Rosa G. Abrines.

27th January, 1955 (put in by Defendants).

Miss Rosa G. Abrines,  
8, Engineer's Lane,  
GIBRALTAR.

10 Dear Madam,

Please find enclosed herewith statement of account made up to the 31st December 1954, for Interests at 5% p.a. on loan of £1,000 and Premium on your Life Policy paid by me for your account amounting to £1126.11. 8.

Yours faithfully,

(Sgd.) John Stagnetto.

No. 92

20 STATEMENT enclosed with foregoing letter from John Vincent Stagnetto to Miss Rosa G. Abrines.

S T A T E M E N T

To Balance of A/C rendered on 31/12/1953	£1056. 8. 4
" 5% Interest on loan of £1000 for 1954	£ 50. 0. 0
" Premium on your Life Policy for 1954	£ 20. 3. 4
	<u>£1126.11. 8</u>

31st December, 1954.

To Miss Rosa G. Abrines  
8, Engineer's Lane  
GIBRALTAR.

No. 92

Statement enclosed with foregoing letter from John Vincent Stagnetto to Miss Rosa G. Abrines.

31st December 1954 (put in by Defendants)

Correspondence  
and related  
documents not  
marked as  
Exhibits but  
put in at the  
request of the  
parties

No. 93

LETTER - John Vincent Stagnetto to Miss  
Rosa G. Abrines

3, Pitman's Alley,  
Gibraltar  
31st December 1955.

No. 93

Letter,  
John Vincent  
Stagnetto to  
Miss Rosa G.  
Abrines.  
31st December,  
1955.  
(put in by  
Defendants)

Miss Rosa G. Abrines,  
8, Engineer's Lane,  
Gibraltar.

Dear Madam,

10

Enclosed herewith statement of account made up  
to 31st December 1955, for interests due at 5% p.a.  
on loan of £1,000, and Premium on your Life Policy  
paid by me for your account, amounting to £1196.15.0d.

Yours faithfully,

(Sgd.) JOHN STAGNETTO.

No. 94

Statement  
enclosed with  
foregoing  
letter,  
John Vincent  
Stagnetto to  
Miss Rosa G.  
Abrines.  
31st December,  
1955.  
(put in by  
Defendants)

No. 94

STATEMENT enclosed with foregoing letter, John  
Vincent Stagnetto to Miss Rosa G. Abrines.

S T A T E M E N T

To Balance of a/c rendered on 31/12/1954,	£1,126.11.8d
" 5% Interest on loan of £1,000 for 1955,	50. 0.0
" Premium on your Life Policy for 1955,	<u>20. 3.4</u>
	<u>£1,196.15.0d.</u>

To Miss Rosa G. Abrines,  
8, Engineer's Lane,  
Gibraltar.

No. 95

LETTER - A.V. Stagnetto to S. Benady.

9th January, 1956.

Samuel Benady, Esq., Q.C., M.A.,  
3, Governor's Parade,  
Gibraltar.

Dear Sir,

10 I act for the Trustees of the Estate of Lewis Stagnetto deceased against whom proceedings have been instituted by one Louis Abrines, one of the persons interested in the residuary estate of one Richard Abrines deceased, in connection with the sale to them in 1932 of a certain property known as Nos. 393 and 394 and R. Nos. 599 and 600 in the General Plan of the Garrison of Gibraltar.

20 I understand that you acted on behalf of the Vendors in the said sale and as it is the legality of the transaction which is apparently now being questioned, I would be much obliged if you could give me an interview at your earliest convenience in order that I may discuss the matter with you.

Yours faithfully,  
(Sgd.) A.V. Stagnetto.

No. 96

LETTER - S. Benady to A.V. Stagnetto

S. BENADY, Q.C., M.A.,  
Barrister-at-Law.

3, Governor's Parade,  
GIBRALTAR.

Telegraphic Address  
"CANTAB-GIBRALTAR"

23rd January, 1956.

30 Telephone No. A.707.

A.V. Stagnetto Esq., B.A.,  
19, Line Wall Road,  
Gibraltar.

Dear Sir,

I duly received your letter of the 9th instant and I regret to inform you that Mr. Louis Abrines objects to my supplying you with any information in this matter.

Yours faithfully,  
(Sgd.) S. Benady.

40

Correspondence and related documents not marked as Exhibits but put in at the request of the parties

No. 95

Letter,  
A.V. Stagnetto to S. Benady.  
9th January, 1956 (put in by Defendants).

No. 96

Letter,  
S. Benady to A.V. Stagnetto  
23rd January, 1956. (put in by Defendants)

Additional Documents not marked as Exhibits

ADDITIONAL DOCUMENTS NOT MARKED AS EXHIBITS

No. 100

ORDER for delivery of Interrogatories by Plaintiff

No.100

Order for delivery of Interrogatories by Plaintiff.

IN THE SUPREME COURT OF GIBRALTAR

1955 A. No. 52

BETWEEN

LOUIS ABRINES

Plaintiff

- and -

JOHN VINCENT STAGNETTO  
LEWIS RICHARD STAGNETTO  
and HENRY J.S. NORTON

Defendants

10

Before the Honourable Mr. Justice Hubert James Marlowe Flaxman C.M.G., Chief Justice.

IN CHAMBERS

Friday the 9th day of January, 1959

UPON HEARING Louis Raphael Peralta of Counsel for the Plaintiff and Louis William Triay of Counsel for the Defendants IT IS ORDERED that the Plaintiff be at liberty to deliver to the Defendants the interrogatories in writing, approved by the Chief Justice, and that the said Defendants do within fifteen days answer the interrogatories in writing by affidavit, and that the costs of and relating to this application be costs in the cause.

20

(Sgd.) John E. Alcantara.

Registrar.

\_\_\_\_\_

213.

No. 101

ORDER for PLAINTIFF to amend FURTHER and BETTER PARTICULARS

Additional Documents not marked as Exhibits

No.101

Before the Honourable Mr. Justice Hubert  
James Marlowe Flaxman C.M.G., Chief Justice  
IN CHAMBERS

Order for Plaintiff to amend Further and Better Particulars

Friday the 9th of January, 1959.

9th January, 1959.

10

UPON HEARING Louis Raphael Peralta of Counsel for the Plaintiff and Louis William Triay of Counsel for the Defendants IT IS ORDERED that the Plaintiff be at liberty to amend the Further and Better Particulars delivered by him herein on the 14th day of October, 1958, by substituting the following for the particulars given under that head:

Under Paragraph 8

20

7. The payment was made by cheque No. C. 738957, dated the 21st day of July 1932. The cheque was made out to bearer and paid out of the moneys of the Estate of Lewis Stagnetto deceased, by his Trustees. It was paid through Mr. Albert Isola (Solicitor at the time for the said Trustees) to Mr. Samuel Benady (Solicitor for Rosa and Mary Abrines) on behalf of the said Rosa and Mary;

and liberty to amend paragraph 8 of the particulars by altering the 31st of July 1932 for the 21st July 1932 wherever it appears. And that the costs of and occasioned by this application be paid by the Plaintiff to the Defendants.

30

(Sgd.) John E. Alcantara

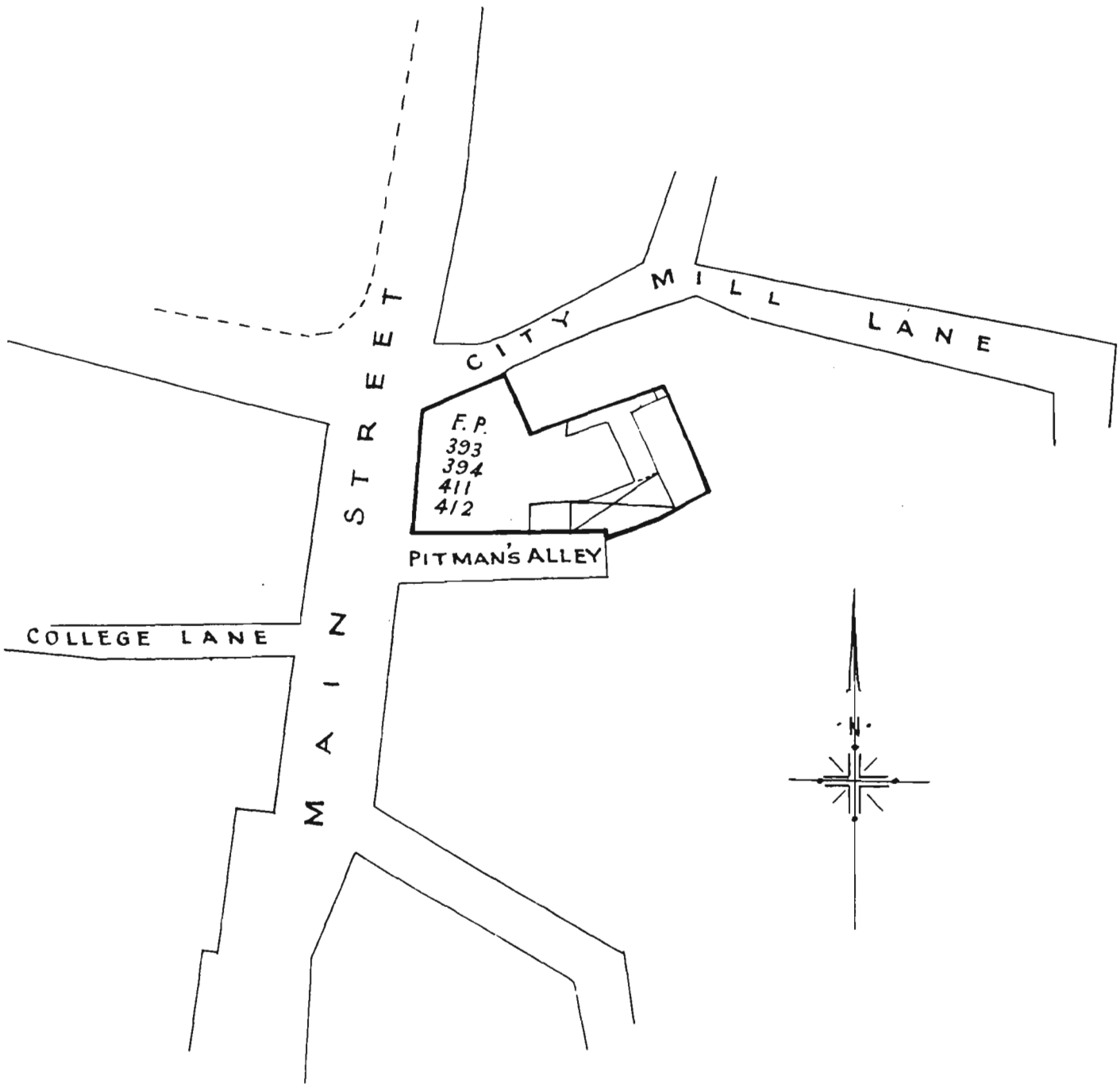
Registrar.

No. 99

No. 99

Plan.

Plan  
(Reproduced on page 214.)



SITE PLAN

— Scale: 50 ft to 1 Inch —