

In the Supreme Court of Berruda

1932. No. 4.

Between

Catherine Amanda Williams

Plaintiff

and

Sir Reginald Gray,
J. T. Gilbert, and
E. G. Gray Trustees of the
estate of James Richardson deceased

Defendant

STATEMENT OF CLAIM.

1. In or about the year 1877 the plaintiff's father James Richardson was seised in fee and in possession of land in Paget Parish which he bought from St. George Ellis and Samuel Conyers Melmes one portion of which land is bounded on the NORTH by the Ord Road on the EAST by land of the estate of Eugenius Harvey deceased and on the SCUTE and WEST by land of the estate of James A. Conyers deceased, the remaining portion of the said land is bounded on the NORTH by land of the estate of the said Samuel Conyers Melmes deceased on the EAST by the properties of Lightbourn and Furbert on the SOUTH by the Longitudinal Road and on the WEST by land of the estate of the said Eugenius Harvey.
2. In the said year 1877 the said James Richardson died so seised leaving a will dated the 18th day of November 1872 and a codicil altering the terms of the said will dated the 11th day of March 1876.
3. By the terms of his said will the said James Richardson gave devised and bequeathed to three trustees of whom the above named defendants are the successors, all his real estate upon trust to apply the rents, issues and profits thereof after providing for the maintenance and repairs of the buildings on his lands and the enclosures thereof, rates and taxes chargeable upon the same to the use and benefit of the Church of England in Paget Parish and the schools in the said parish in connection with the said church either in increasing the stipends of the Rector, officiating minister curate or schoolmaster and schoolmistress or in any other manner for the benefit of the said church and schools as to a majority of the said

trustees shall seem proper and expedient.

By a further proviso of the said will the Southern part of the parcel of land which the said deceased bought from the said St. George Ellis and also the Eastern part of the parcel of land which he bought from the said Samuel Conyers Welmes the boundaries of which two parcels of land are particularly mentioned in the fourth clause of the said will were set aside to be divided into lots which lots were to be leased for any one life or two lives of poor persons who having no homes of their own and no means to purchase land with, could erect buildings on such lots. The said clause further allows any such poor persons to quarry and cut stone for their buildings and to burn lime for their own use in the limekiln on the portion of the land bought from the said Samuel Conyers Welmes.

By the ~~codicil~~ mentioned in paragraph 2 hereof the testator revoked so much of the gift mentioned in paragraph 4 hereof as referred to the gift of land purchased from the said Samuel Conyers Welmes and in all other respects he ratified the said gifts.

That at no time has the piece of land referred to in paragraph 4 hereof been set out in lots nor has any portion of such land been leased to any person for the building of a home.

There is not nor have there been any school or schools in the said Paget Parish connected with the Church of England, the stipend of the rector, officiating minister or curate has never been increased by any payments made by the said defendants or their predecessors in office.

The plaintiff repeats paragraph 1 to 3 hereof and says that:

The gift of land mentioned in paragraph 4 and 5 hereof was conditioned upon a future and uncertain event which condition has not been fulfilled.

The plaintiff also says that by reason of their being no school in Paget Parish belonging to the Church of England there was a resulting failure of the gift mentioned in paragraph 3 hereof.

The plaintiff further says that the trust mentioned in paragraph 3

hereof failed by reason of the fact that the defendants are not empowered to use funds for the benefit of the Church of England in Paget.

That the aforesaid gifts having failed the estate descended to the plaintiff as the only surviving child and heiress-at-law.

The plaintiff claims:-

- (a) That it may be declared that under and by virtue of the failure of the gifts above mentioned she is entitled as sole heiress-at-law to the lands and hereditaments belonging to the estate of her father the said James Richardson deceased.
- (b) Possession of the said lands and hereditaments.
- (c) Such further and other relief as to the Court may seem just.

O. W. Kealy

Delivered this 12th day of February 1932, by O. W. Kealy of Reid Street, Hamilton, Attorney for the plaintiff.