REPUBLIC OF TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

CV2013-04275

IN THE ESTATE OF DEAN LAWRENCE

BETWEEN

SHARON KADOO LAWRENCE

CLAIMANT

AND

DAVEY HAMSON JOSEPH

DEFENDANT

Before the Honourable Mr. Justice R. Rahim

Appearances:

Ms. S. Singh for the Claimant

Mr. T. Cunningham for the Defendant

Reasons

1. On the 15th November, 2016 the Court made the following order:

    i. There be Judgment for the Claimant as follows;

        a) The purported last will and testament of DEAN ANCIL LAWRENCE, deceased (hereinafter referred to as "the deceased") dated the 9th day of September 2011 is not a valid will and testament of the deceased having not been duly executed by him in a manner which satisfies the formal requirements of the Wills and Probate Act Chapter 9:03.

        b) Grant of Probate dated the 7th June 2013 in Probate Application number L. 1087 of 2012, issued to Davey Hamson Joseph is hereby set aside.

        c) The original Grant of Probate is to be immediately surrendered by the defendant to the Registrar of the Supreme Court.

        d) The claimant is entitled to apply for a Grant of Representation in respect of the Estate of the deceased.

        e) The defendant is restrained whether by himself or through his servants and/or agents or otherwise from ejecting and/or taking possession of the property situated at No 66E Street Fanny Village, Point Fortin.

        f) The defendant is to pay to the claimant the prescribed costs of the claim based on the value of the claim being one for one million, three hundred and fifty three thousand, eight hundred and fourteen dollars and seventy nine cents ($1,353,814.79).

2. The following are the reasons for this decision.

Brief background

3. Dean Ancil Lawrence ("the deceased") died on the 20th October, 2011. These proceedings concerned a Will dated the 9th September, 2011 allegedly executed by the deceased, probate of which was granted to the defendant as the named Executor on the 7th June, 2013. The claimant sought to have this grant revoked and the validity of the Will pronounced against on the ground that the deceased's signature on the Will was a forgery.

4. According to the defendant, he was not present when the deceased published his Will and consequently did not have any knowledge of the circumstances surrounding the publication of same. The defendant averred that at the time he made the application for the Grant of Probate of the deceased's estate, he was informed by the attorney at law who prepared the Will that the witness to the Will executed an affidavit swearing to the due execution of the Will by the deceased. The defendant further averred that the estate of the deceased was advertised in the newspapers by the Registrar of the Supreme Court, the Will was subsequently proven and the grant was made. The defendant claimed that he was not aware of anyone making any objections to the grant.

The issue

5. The main issue that arose for determination (by agreement of the parties in court) was whether the Will of the deceased was validly executed in accordance with the Wills and Probate Act, Chapter 9:03. In particular, whether the signature on the Will was the signature of the deceased.

The case for the claimant

6. Evidence for the claimant was given by the claimant, Deneisha Elizabeth Lawrence, Roger Lawrence and Glenn Parmassar ("Parmassar"). Parmassar was called to give expert evidence as a Forensic Document Examiner.

7. The claimant and the deceased were married on the 13th June, 1987. They have two children, Dennis Nicholas Anthony Lawrence and Deneisha Elizabeth Lawrence who are twenty-two (22) and twenty-three (23) years old respectively. The claimant currently resides at No. 17 Second Street Corinth, St. Madeleine. In 2004, the claimant filed domestic violence proceedings against the deceased. Consequently, she obtained a protection order against the deceased, who moved out of their home and began living with his brother, Roger Lawrence at No. 88 Orchid Drive, Hillside Gardens, Buen Intento, Princess Town. The claimant and the deceased never obtained a divorce.

8. According to the claimant, the deceased never informed her that he executed a Will. The claimant and her children were not named as beneficiaries under the Will. The claimant averred that she made contributions to the purchase and/or acquisition of all of the items disposed by the deceased in his Will. As such, the claimant argued that the deceased was not entitled to dispose of those items in his Will. According to the claimant, the estate of the deceased consisted of the following;

    i. A property located at Manahambre Road, Princess Town described in Deed No. DE200901922217;
    ii. A Nissan Sunny motor vehicle, registration number PAP 7293;
    iii. A Wingle RHD four (4) wheel drive pick-up, registration number TCH 4447 ("Wingle");
    iv. The proceeds from a saving plan at Trinmar; and
    v. The proceeds from a savings account at Royal Bank Ltd.

9. On or about the 15th November, 2012 the claimant saw the defendant's application for the Grant of Probate of the deceased's estate being advertised in the newspapers. It was at this time the claimant realized that the deceased had executed a Will. On the 13th December, 2012, the claimant caused her attorney at law to send a letter to the defendant requesting a copy of the Will.

10. During cross-examination, the claimant testified that when the defendant applied for probate of the deceased's estate, she caused a caveat to be lodged even though she did not have a copy of the Will at that time. After the caveat lapsed not having been renewed, the grant was obtained by the defendant.

11. The claimant testified that even though the deceased and she were separated, he still maintained a good and close relationship with his children. That their children would often spend weekends with the deceased when he moved out of the home. The claimant further testified that the deceased and she never applied for a divorce. That when she asked him about getting a divorce, the deceased told her that, *"in this lifetime, there would only be one Mrs. Lawrence".* During cross-examination, the claimant testified that after the deceased and she began living apart, they spoke occasionally. That on those occasions the deceased did not tell her anything about his personal life.

12. According to the evidence of the claimant, the deceased paid maintenance for his children and never had any problems taking care of them. The claimant testified that she knew that the deceased loved his children dearly. It was for this reason the claimant found it was strange that the deceased made no provisions for his children in his will. Their children are both furthering their education. The claimant further testified that she was certain that the deceased would have wanted to provide for his children even after death.

13. Upon examination of the Will of the deceased it was found that his daughter's name was incorrectly spelt as "Denisha" instead of "Deneisha". The claimant testified that she knew for a fact that the deceased knew how to spell his daughter' name, as he was very active in his children's lives. Further, the claimant found it suspicious that the deceased would have named the defendant as the Executor of the purported Will, when the deceased was close to his brothers and other relatives. The claimant testified that no family member of the deceased knew of the existence of the purported Will.

14. Moreover, the claimant testified that the signature of the deceased on the purported Will does not appear to be the true and accurate signature of the deceased. The claimant testified

that she was very familiar with the signature of the deceased since she knew him for twenty-two years before they were separated.

15. According to the evidence of the claimant, sometime in the year 2007, the deceased began living with Muriel Martha Gonzales ("Gonzales").

16. **Deneisha Elizabeth Lawrence** ("Deneisha"), daughter of the deceased testified that the deceased and she shared a close relationship. That the separation of her parents did not affect their relationship. According to the evidence of Deneisha, the deceased treated her as an adult and as his friend, so that the deceased would often discuss what was going on in his life with her. As such, it was the evidence of Deneisha that if the deceased was thinking of making a Will, he would have told her since he informed her of all his affairs. Deneisha further testified that she was certain that the deceased would have given her a copy of his Will, if he had executed one since he trusted her so much. The deceased often visited her at her workplace and they would go on lunch dates. Whilst growing up, the deceased was very active in her school affairs. The deceased would review her work and sign her report cards. Deneisha further testified that the deceased was in charge of obtaining all her important documents, such as her passport and birth certificate. As such, it was the evidence of the Deneisha that she knew for a fact that the deceased knew how to spell her name. According to Deneisha, the deceased was the one who was instrumental in choosing her name at birth.

17. Deneisha testified that she knew that the deceased had a relationship with Gonzales as the deceased did not keep his relationship with Gonzales a secret from her. She further testified that the deceased's relationship with Gonzales did not affect their relationship.

18. Having observed the signature of the deceased on the purported Will, she testified that the signature did not look like the deceased's signature. Deneisha often saw the deceased's signature whilst growing up and even practiced signing her name like his whilst growing up. During cross-examination, Deneisha testified that she saw the deceased on the Friday before he died and that prior to that Friday she could not say when was the last time she saw the deceased signing a document.

19. **Roger Lawrence** ("Roger") is the younger brother of the deceased. He testified that before the deceased died they shared a good relationship. In 2004, the deceased and Roger moved into a house together. It was due to their living arrangement that they became very close. During cross-examination, Roger testified that he could not recall ever seeing the deceased signing any document subsequent to 2004.

20. According to the evidence of Roger, when the deceased started dating Gonzales in 2007, Gonzales and her three sons would often spend time at the deceased's home which made their living arrangement difficult. Consequently, Roger decided to move out of the house in 2009.

21. Roger found it difficult to accept that the deceased would not have provided for his children, as they were his pride and joy and testified that the deceased would often tell him that everything he was doing was for his children. According to him, he also found it hard to believe that the deceased would have made a Will and not given him a copy for safe keeping. He could not accept that the deceased named a friend as the Executor of his Will instead of his own flesh and blood.

22. **Mr. Glenn Parmassar** ("Parmassar") prepared a Forensic Document Examination Report dated the 26th January, 2016. Parmassar conducted a microscopic examination and comparison of the questioned signature on the alleged Will with eight (A1-A2 & K1-K6) other specimen signatures of the deceased. According to Parmassar's report, the questioned signature in the alleged Will disclosed a less fluent, more hesitant line quality comprised of unusual writing tremors, pen stops, re-touching effects and blunt strokes as compared to the more fluent line quality writing rhythm of the specimen signatures. That those features are generally indicative of a simulated signature rather than the natural execution of a genuine signature.

23. Even though some minor limitations were encountered in the examination due to the unavailability of a few more additional specimen signatures, Parmassar concluded in his Report that there is a fairly strong probability that the questioned signature *"Dean Lawrence"* on Exhibit Q1 (the Will) was not executed by the A1-A2 & K1-K6 specimen

writer (Dean Ancil Lawrence). The term fairly strong probability falls between the probable and highly probable finding category *(See appendix 1A attached to the report of Parmassar)*. During cross-examination, Parmassar explained that the term fairly strong probability usually just falls short of the highly probable finding.

24. During cross-examination, Attorney at law for the defendant asked Parmassar how he was able to identify that the specimen signatures he used in his examination belonged to the deceased. Parmassar explained that from an examination perspective, attributing the specimen signature (to the deceased) comes from the nature of the types of documents used. He further explained that he would have done an inter-comparison of those specimen signatures to see if they were fairly consistent with each other.

25. Further during cross-examination, Parmassar gave evidence that over time there would be variations to a person's hand writing. He explained that in document examination, **variations** tend to come from the same writer whereas **differences** tend to be attributed to different writers. Parmassar testified that between the specimen signatures there were variations, however between the specimen signatures and the Q1 document (the Will) there were differences. Parmassar further testified that the results of his forensic examination were not absolutely conclusive, hence the use of the term fairly strong probability.

The defendant's case

26. Evidence for the defendant was given by the defendant, Kenneth Charles and Muriel Martha Gonzales.

27. The defendant testified that he knew the deceased for many years. That the deceased was a friend of his father, who died in 2010. The defendant further testified that he knows and is well acquainted with the claimant as the claimant, the deceased and their children often visited the defendant's home. Sometime before Christmas of 2004, the deceased visited his home with Gonzales and informed the defendant that the claimant had put him in court for domestic violence and that he, the deceased moved out of their home.

28. Further, when the deceased became ill in January, 2010, the defendant and his father visited the deceased at his home and saw Gonzales taking care of the deceased. He testified that even after his father died, he continued to visit the deceased regularly during the year he was home recuperating from his stroke. During cross-examination, the defendant had earlier testified that Gonzales had informed him that the deceased suffered a stroke.

29. After the death of the deceased, he received a call from an attorney, Mr. Ted Ramsanahie ("Ramsanahie"), who invited the defendant to visit his office urgently. The defendant immediately journeyed to Ramsanahie's office where he was informed that the deceased had executed a Will and that he was appointed as Executor. During cross-examination, the defendant testified that he received the call from Ramsanahie about a week after the deceased died. The defendant did not know how Ramsanahie knew that the deceased had died.

30. Prior to the death of the deceased, the defendant was in possession of the deceased's Wingle. According to the defendant, the deceased had repaired his vehicle and whilst test driving it, the deceased crashed it. Consequently, the deceased decided that the defendant should use the Wingle until the defendant repaired his vehicle. During cross-examination, the defendant testified that he had possession of the Wingle for five to six months prior to the death of the deceased and that a gentleman was holding the Wingle for him, in other words he was still in possession of the Wingle. The defendant's response when asked if he had transferred the Wingle to Gonzales was very unclear. He gave the impression that either Gonzales or the deceased told him that he could keep the Wingle.

31. The claimant in the company of a police officer went to the deceased's home and demanded and obtained possession of the Wingle. After probate of the will of the deceased was granted, he recovered the Wingle from the claimant which she had then had for more than two (2) years. During cross-examination, the defendant testified that for the recovery of the Wingle he paid a bailiff about two thousand dollars ($2,000.00) for his services and twelve hundred dollars ($1,200.00) for wrecking services.

32. During cross-examination, the defendant testified that he did not benefit from being the Executor of the deceased's Will. However, he testified that he spent some money from the deceased's estate to put gas and to buy something to eat. When asked how much money he spent from the estate, the defendant stated, *"For myself, if it cross one thousand dollars is plenty"*. The defendant did not pay the lawyer's fees for probating the will. He was not sure who paid the lawyer's fees. The defendant further testified that it was Charles who swore to the affidavit filed in the probating of the deceased's Will. The defendant did not file an affidavit stating how he distributed the deceased's asset.

33. **Kenneth Charles** ("Charles") testified that he knew the deceased since he was small. During cross-examination, Charles testified that he is twenty-five (25) years of age. Charles visited the deceased at his home every day when the deceased was ill in 2010. During cross-examination, Charles testified that when he visited the deceased, he would see two 4x4 vehicles parked in the yard, the Wingle and a Mazda.

34. On the morning of the 9th September, 2011 the deceased called and asked Charles to go with him to Chaguanas. At the time Charles was liming with someone known as *"Black Indian"*. The deceased picked up Charles and a man he knows as *"Black Indian"* with the Wingle and took them to a lawyer's office in Chaguanas. The lawyer was a man of East Indian descent. The lawyer gave the deceased a sheet of paper. After reading the paper the deceased signed it. The lawyer then informed him in the presence of Black Indian that the paper was the deceased's Will and that he and Black Indian were there to sign it in his presence and in the presence of each other. Charles signed the Will, wrote his address and the word student. Charles saw Black Indian who for the first time while testifying he said he knew as Roger sign his name as *"Rasheed Ramoutar"*, wrote his address and his occupation as a PH driver. After signing, Charles and Ramoutar left the deceased and the lawyer in his office. During cross-examination, Charles testified that he was twenty-one (21) years old when he witnessed the deceased signing his Will. Further during cross-examination, Charles testified that he knew that the deceased did some mechanical work.

35. According to the evidence of Charles, sometime after the death of the deceased, the lawyer contacted him and explained what he had to do. The lawyer prepared a document and gave

it to Charles to read. Charles read the document, said it was true and signed it. During cross-examination, Charles testified that he received a phone call from the lawyer about two to three weeks after the deceased died. Charles testified that he did not know how the lawyer got his contact information. That the lawyer probably got his contact information from the deceased. Charles went to the lawyer's office about a week after he received the phone call and at the lawyer's office, the lawyer went through the Will with Charles, asked him if he remembered everything and informed him that he might be called to go to Court for whatever reason. Charles testified that he did not sign any document at the lawyer's office. He did not know how the lawyer knew that the deceased had died.

36. During cross-examination, Charles testified that he did not receive any payment for going with the deceased to Chaguanas to sign the Will. Neither did he receive any payment for appearing as a witness in the case before the court. When asked if he had received any of the deceased's possessions when he died, Charles' answer was *"no, not really".*

37. **Muriel Martha Gonzales** ("Gonzales") testified that the deceased and she shared a close relationship from about the year 1990. In May, 2005 the deceased and she began living as husband and wife at No. 17 Second Street Corinth, Ste. Madeline. Roger started living with the deceased some six (6) months after the deceased moved in at the aforementioned address and eventually moved out because he got a home in Princess Town and not because of any difficulty with the living arrangement. Gonzales denied that her relationship with the deceased began in 2007.

38. The witness testified that the deceased never informed her that he executed a will. According to the evidence of Gonzales, she has seen the signature on the Will and having seen the deceased sign documents over the years, she testified that the signature on the Will was that of the deceased. During cross-examination, Gonzales testified that it was the defendant who informed her that the deceased executed a Will.

39. In 2008 the deceased and she decided to build their home. They located land in Manahambre Road, Princess Town and sometime in April, 2009 the deceased asked her for twenty thousand dollars ($20,000.00) to assist with the down payment for the land. On

the 5th May, 2009 Gonzales withdrew the money from her Unit Trust account and gave it to the deceased. Later in the month of May, the deceased informed Gonzales that he went to the offices of Dipnarine Rampersad & Company and signed an agreement to purchase the two lots of land. Thereafter, the deceased took out a loan to complete the payments for the land. Sometime in August, 2009 the deceased obtained the Deed for the land.

40. During cross-examination, Gonzales testified that she did not have any documentary proof supporting her assertion that she gave the twenty thousand dollars to the deceased to assist in the down payment of the land. Gonzales further testified that the deceased took out a fifty thousand dollar loan to pay for the land.

41. Further during cross-examination, Gonzales testified that she received all of the deceased's assets since the probating of his Will. That she used some of the monies from the estate to pay the deceased's expenses and returned some vehicles to the company since the deceased did not finish paying for the vehicles.

The law

42. In order for a Will to be validly executed, it must be made in accordance with ***Section 42 of the Wills and Probate Act Chap. 9:03*** which provides as follows;

    i. The Will must be in writing and made by the deceased;
    ii. The Will must be signed at the foot or end of it by the deceased or by some other person in his presence and by his direction;
    iii. The signature must be made by the deceased or acknowledged by him in the presence of two or more witnesses;
    iv. The witnesses must be present at the time the deceased affixed his signature and they attested and signed the Will in the presence of the Deceased and of each other.

43. The onus of proving that the Will propounded was executed as required by law is on the party propounding it. The onus is a shifting one. It is for the person propounding the Will to establish a prima facie case by proving due execution. If the Will is not irrational, and

was not drawn by the person propounding it and benefiting under it, the onus is discharged unless and until, by cross examination of the witnesses, or by pleading and evidence, the issue of testamentary capacity or want of knowledge and approval is raised. Once raised the onus then shifts again to the person propounding. As to other allegations the onus is, generally speaking, on the party making them: See ***Tristram and Coote's Probate Practice 30th Edition, page 813 paragraph 34.06.***

44. Further in ***Marilyn Lucky v Maureen Vailoo HCA 1398/ 1996, page 16*** Stollmeyer J (as he then was) summarized the applicable principles to due execution as follows;

> *"1. The onus of proving a will as having been executed as required by law is on the party propounding it;*
> *2. There is a presumption of due execution if the will is, ex facie, duly executed;*
> *3. The force of the presumption varies depending upon the circumstances. The presumption might be very strong if the document is entirely regular in form, but where it is irregular or unusual in form, the maxim omnia praesemuntur rite esse acta cannot apply with the same force, as for example, would be the case where the attestation clause is incomplete;*
> *4. The party seeking to propound a will must establish a prima facie case by proving due execution;*
> *5. If a will is not irregular or irrational, or not drawn by a person propounding the will and benefitting under it, then this onus will have been discharged;*
> *6. If by either by the cross-examination of witnesses, or the pleadings and the evidence, the issues of either testamentary capacity or want of knowledge and approval are raised, then the onus on these issues shifts again to the party propounding the will;*
> *7. Even if the party propounding the will leads evidence as to due execution, there is still the question of whether the vigilance and suspicions of the court are aroused. If so, then the burden once again reverts to the party seeking to propound;*
>
> *The onus as to other allegations such as undue influence, fraud, or forgery, generally lies on the party making the allegation."*

Analysis and findings

45. The onus of proving that the Will of the deceased was executed as required by law lay with the defendant. This onus was a shifting one. An examination of the purported Will appeared to show ex facie that it was duly executed. It was signed at the foot, the attestation clause appeared to be in usual and regular form and the signatures of the two attesting witnesses followed that of the testator. Further, it was not drawn by the person propounding it and benefiting under it. Consequently, the purported Will was not on its face irrational or irregular therefore the maxim *omnia praesemuntur rite esse acta* would have applied, the onus on the defendant having been discharged.

46. The claimant having alleged that the Will of the deceased was a forgery, the onus of proving lay upon her to prove same. The evidence of forgery was given through the document examiner, Parmassar, who testified in no unsure terms that there was a fairly strong probability that the signature on the will was not that of the deceased. Parmessar examined eight (8) documents with the deceased's signature before he came to his findings. He outlined his method of investigation. He outlined the fact that he would have compared the specimen signatures to each other and found similarities. His evidence was telling in more than one material particular but one matter stood out in the court's mind amongst the others. In cross-examination, the expert testified that there may be variations among signatures made by the same writer however, when it comes to signatures which are made between two different writers, differences, not variations, are usually detected and that in this case there were differences sufficient for him to conclude that there was a fairly strong possibility that the signature on the will was not that of the deceased.

47. The court considered that it was not duty bound to accept the evidence of an expert in any given case merely on the basis that the evidence is expert evidence. When assessing this type of evidence a court is free to accept or reject the whole or part of the evidence even if that evidence is in relation to material findings. Of course there must be at the least a reasonable basis for so doing otherwise a rejection of the evidence may be perverse and against the weight of the evidence in totality. In this case the court had no basis to reject

the evidence and in fact found the evidence of the expert to be compelling. The court noted that the documents used to obtain the specimen signatures would have been those which would have been in common use in the usual course of everyday living and so would have provided an accurate specimen of the signature of the deceased. The documents used were as follows;

i. Two reports dated the 26/3/99 and 9/7/99 contained in a Point Fortin Roman Catholic School Report Book in the name of Deneisha;
ii. A Trinmar Limited Employee's Benefit plan dated 25/11/83;
iii. A Trinmar Limited Leave Advice dated 21/07/09;
iv. A Life Insurance Beneficiary Information page dated 23/03/00;
v. A Trinmar Limited Leave Advice dated 06/29/10;
vi. A Petrotrin - Trinmar Employees' Savings Plan withdrawal form dated 13/09/2010; and
vii. A Petrotrin - Trinmar Employees' Savings Plan withdrawal form dated 18/11/2010.

48. The Court was left satisfied on the evidence of the expert that it was more likely than not that the signature on the Will was not that of the deceased.

49. Additionally, the court took note of the fact that while there was some reference to the deceased having suffered a stroke, no evidence of this capable of being relied on was presented to the court. In the absence of that evidence and of expert evidence on the effects of a stroke on one's ability to make a signature (if there is any as far as the discipline of handwriting detection is concerned) it would have been highly speculative on the part of the court to find that the differences as testified to by the experts were caused by impairment as a result of stroke. In any event the expert was pellucid in his testimony that variations are comparators between signatures made by the same person as opposed to differences.

50. The court's suspicion had been raised by evidence of the expert and by several other matters. The evidence of due execution was given by the attesting witness, Mr. Kenneth Charles. According to Charles he was taken to a lawyers office but he did not identify the

lawyer by name. In the course of the trial, Charles did not identify the Will or his signature thereon. In order for the Court to ascertain that the *"sheet of paper"* Charles spoke of was the Will, it would have been prudent for the defendant to disclose the actual application for probate (which would have included the original Will), so that Charles would have been able to point to the Will and state unequivocally that that was the document which he saw and which he signed. This in the Court's view was a fundamental flaw in Charles' evidence.

51. But the matter did not end there, the burden having shifted to the defendant, the defendant led no evidence from the attorney at law who would have allegedly taken instructions for the preparation and execution of the Will. Even though Charles' evidence did not identify the attorney at law by name, the defendant testified that the attorney was Ramsanahie. As such, the Court drew the logical inference that Charles was referring to the same attorney. The attorney at law who prepared the Will would have had firsthand knowledge of what took place. But there was no evidence of written or other instructions in the possession of the attorney at law, and no evidence of execution from the attorney at law.

52. Further, Ramoutar (the second attesting witness) was also not called as a witness and no explanation was given for his absence. Neither was an explanation given for the absence of the attorney at law. Accordingly, the Court was entitled to and did draw an adverse inference from the failure to call those persons as witnesses. Additionally, the court was entitled to consider that the evidence from those persons would not have supported the defendant's case: ***See Wisniewski v. Central Manchester Health Authority (1998) 7 PIQR 323 at 340 at 340.***

53. As set out above, even if the party propounding the will leads evidence as to due execution, as the defendant attempted to do in this case, there is still the question of whether the suspicions of the court was aroused. The failure to lead material evidence from the abovementioned persons and the findings of Parmassar raised the suspicions of the Court. A court ought not to pronounce in favour of validity of a will unless the suspicion is removed and it is judicially satisfied that the Will propounded does express the true will and intention of the Deceased. In the circumstances, the court found that the defendant did not discharge the burden to prove that the alleged Will of the deceased was duly executed.

54. For these reasons, the Court therefore disposed of this Claim in the manner set out at paragraph 1 above.

Dated this 31st day of May, 2017

Ricky Rahim

Judge