

IN THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

[1998] SGCA 3

CA 146/1997

Between

Moulmein Development Pte
Ltd

... Appellant

And

Teo Teck Guan
Another

... Respondent

GROUND OF DECISION

Land — Adverse possession; Land — Adverse possession

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Moulmein Development Pte Ltd v Teo Teck Guan and Another

[1998] SGCA 3

CA 146/1997

Karthigesu JA; L P Thean JA; Yong Pung How CJ

13 January 1998

1 **KARTHIGESU JA**

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(delivering the grounds of judgment of the court): This appeal arose from Suit No 1265/95, an action brought by one Teo Teck Guan (Teo) in his personal capacity and also in his capacity as the representative of the estate of his mother Sin Yin Yong (Sin). We dismissed the appeal on 20 November 1997 and we now give our reasons for doing so.

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2. Introduction

4 At the centre of the dispute between the parties was a property known as No 40A Crane Road which straddled parts of three lots of land, namely, Lot 28-6 Mukim 26, Lot 28-27 Mukim 26 and Lot 28-7 Mukim 26. Lot 28-7 is State land and was not part of Teo's claim in Suit No 1265/95. His claim was only concerned with those parts of Lot 28-6 and Lot 28-27 on which No 40A Crane

Road stood. The land areas concerned amounted to approximately 44.8 sq m of Lot 28-6 and approximately 26.4 sq m of Lot 28-27. In these written grounds we shall refer to these land areas collectively as `the disputed land`.

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3. The facts

6 The events leading to the commencement of Suit No 1265/95 were as follows. Teo and his family first came to live on the disputed land in mid-1957, when Teo`s father accepted the invitation of one Chng Tang Huat to occupy the disputed land. Teo`s father built the house which later became known as No 40A Crane Road. Chng Tang Huat himself lived nearby with his family, in a house later to be known as No 56 Carpmael Road.

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4.Beginning from mid-1957, the Teos paid Chng Tang Huat a sum of \$25 every month. Teo`s father would give the money to Sin and she in turn would hand it to Chng Tang Huat`s wife. After Chng Tang Huat`s wife died in 1977, Sin continued to pay the monthly sum of \$25 to Chng Peng Cheong (Chng), a son of Chng Tang Huat. After Teo`s father died, Teo`s eldest brother Teo Teck Beng took over the responsibility of providing Sin with this \$25 every month. Subsequently, Teo himself took on this responsibility when Teo Teck Beng got married and moved away from No 40A Crane Road.

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5.The Teos regarded the monthly payment of \$25 as payment of `rent` to Chng

Tang Huat and later, Chng Peng Cheong. Apparently, they thought that the Chngs were the tenants of the disputed land. In fact, Chng Tang Huat and his family had no legal title or interest in the disputed land or even in the land on which No 56 Carpmael Road stood.

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6. Sometime in 1978 the Teos were asked by the government authorities to install a modern sanitation system on the disputed land. They tried to get Chng to make the necessary arrangements but he refused. The Teos then got together with some of their neighbours and collectively, they arranged for the installation of modern sanitation facilities on their land. The Teos' share of the costs involved in this exercise came to \$1,350. Teo paid for this, but the receipts and all other relevant documentation were issued in Sin's name.

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7. Even before the above exercise had been completed, however, the Teo family suffered a grave shock. In August 1978, Chng refused to accept the monthly \$25 payment from Sin. According to Teo, Chng told Sin that he 'no longer accepted [them] as tenants and [their] family should quit and vacate the house'. In a letter to the Property Tax Division dated 18 April 1979, Sin stated that this occurred on 1 August 1978.

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8. The Teo family did not leave the disputed land. Instead, Sin sought advice from the Legal Aid Bureau. On their advice, she wrote to Chng on 16 September 1979 enclosing the 'rent' for the months of August and September 1978. The

letter, which was sent by AR-Registered post, was returned with the notation `Gone Away`; and the `rent` payment enclosed was never accepted by Chng. According to Teo, his family had no further contact with Chng after this and they continued to reside at No 40A Crane Road, even after Sin passed away in 1994.

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9.The appellants appeared on the scene sometime in the early 1990s. Lot 28-6 was conveyed to the appellants on 17 February 1994 and the certificate of title was issued to them as proprietors on 23 February 1995. As for Lot 28-27, the certificate of title was issued to the appellants` predecessors in title, Koh Keng Wah Pte Ltd, as proprietors on 4 October 1991; and the appellants were registered as proprietors of this lot on 7 April 1995, pursuant to a transfer from Koh Keng Wah Pte Ltd.

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10.Following their acquisition of the legal title to Lots 28-6 and 28-27, the appellants attempted to put an end to the Teos` continued residence at No 40A Crane Road. Teo responded by commencing an action in High Court Suit No 1265/95, whereby he claimed, inter alia, a declaration that he was entitled to the disputed land by virtue of adverse possession of the land in either of his two capacities as plaintiff. The relevant paragraphs of his re-amended statement of claim stated as follows:

Para. 4

Since 1 August 1978 to date, the first plaintiff has been in continuous, adverse, uninterrupted and exclusive possession and occupation of the said lands. The first plaintiff therefore completed twelve (12) years of continuous, adverse,

uninterrupted and exclusive possession of the said lands by 31 July 1990.

Para. 9

Alternatively, the second plaintiff will aver that his mother, Sin Yin Yong, was in continuous adverse and uninterrupted possession of the said lands for a period of more than twelve years since 1 August 1978 and upon her death, her rights and interests in the said lands vested in her estate.

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11. It should be noted that Teo's claim was unaffected by the provisions of Act No 27 of 1993, which Act removed the possibility of title to land in Singapore being acquired by adverse possession. This was because the events concerned in Teo's claim fell within the period prior to 1 March 1994, the date on which Act No 27 of 1993 came into effect.

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12. The trial judge gave judgment for Teo in his capacity as the representative of Sin's estate. The trial judge held that Sin was treated at all material times as the head of the Teo household and that the acts relied on by Teo as having given rise to adverse possession had all been done in Sin's name: in the trial judge's view, therefore, she was 'the adverse possessor upon whom Teo and his own family were dependent occupants'.

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13. The appellants appealed against the trial judge's decision. They did not, however, challenge the finding that Sin was the adverse possessor upon whom

Teo's claim was founded. Accordingly we dealt with the appeal on the same premise.

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14. The appellants' case

18 We have already stated that the claim in Suit No 1265/95 concerned those parts of Lot 28-6 and Lot 28-27 occupied by the house No 40A Crane Road. Not surprisingly, the appellants did not seriously dispute that Sin had, throughout the period 1 August 1978 to 31 July 1990, exercised the necessary degree of physical control over the disputed land. What they disputed was the existence of that other essential component of her claim of adverse possession: the mental element commonly referred to as the '*animus possidendi*' or, as Lindley MR put it in **Littledale v Liverpool College** [1900] Ch 19, 'the intention of excluding the owner as well as other people' from the disputed land. In the submission of the appellants' counsel, the evidence failed to support a finding that Sin had manifested the necessary animus possidendi during the relevant 12-year period.

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15. Counsel further contended that in respect of Lot 28-27 at least, any adverse possession by Sin had been interrupted by a conveyance of the lot from the then paper owners to Koh Keng Wah Pte Ltd on 8 December 1982.

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16. The element of animus possidendi

21 In so far as the issue of ***animus possidendi*** was concerned, counsel for the appellants argued that the following acts by Sin negated the existence of any intention to exclude others from the disputed land: (a). the tender of rent by Sin to Chng, by way of the letter of 16 September 1978;

22 (b). Sin`s property tax return of 18 April 1979. This return was filed in response to an enquiry from the Property Tax Division regarding No 40A Crane Road. In this return, Sin gave Chng`s name in reply to a question which asked her for the name and address of the `Owner, Landlord, or other person` to whom she paid rent. She did not claim `owner-occupation` of No 40A Crane Road. She also attached a letter to her return, in which she informed the Property Tax Division that she had paid Chng rent until 1 August 1978, when he refused to accept rent;

23 (c). Sin`s second property tax return of 29 October 1980. In this return, she again identified Chng as the person to whom rent had been paid in respect of No 40A Crane Road.

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17. Counsel for the appellants argued that the above acts showed `an explicit recognition of Chng`s superior interest in the disputed land`. That being the case, so counsel argued, Sin could not have intended to possess the disputed land to the exclusion of the world at large because plainly, she could not have intended to exclude Chng.

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18. Counsel also pointed to the fact that Sin`s AR-registered letter of 16

September 1978 had been returned with the notation `Gone Away`. This notation, so he argued, showed that Chng must have moved away sometime in 1978; and this must have been the only reason why Sin paid no more rent from August 1978 onwards. Counsel was certain that had Chng not moved away, Sin would have gone on paying him rent. He urged us, therefore, not to attribute any significance to the non-payment of rent from August 1978 onwards.

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19. With respect, we had no hesitation in rejecting this last argument. It appeared to us to depend entirely on conjecture: in order for us to agree with the argument, we had first to suppose that Chng must have moved from No 56 Carpmael Road in August or September 1978. However, as Teo`s counsel pointed out, Teo had already stated clearly in his affidavit of evidence-in-chief that Chng moved away `in the late 1980s`. This statement was never refuted or even challenged by the appellants during the trial below. We saw no basis, therefore, for disbelieving this statement on appeal.

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The effect of a belief by Sin in Chng`s superior title to the land

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20. As to the submission that the acts enumerated at (a) to (c) of para 16 above evinced Sin`s belief in Chng`s superior title to the disputed land, we were of the view that even assuming such a belief existed, it was not necessarily fatal to the attempt to establish *animus possidendi* on Sin`s part. It must be recalled what is actually required to prove *animus possidendi*. It is the intention to exclude

the paper owner and everyone else from possession of the disputed land. As counsel for Teo pointed out, this is distinct from a belief that one owns the land or an intention to acquire ownership of the land. Thus Slade J in **Powell v McFarlane** [1979] 38 P & CR 452 noted at p 471 of his judgment that the concept of *animus possidendi* was:

*to some extent an artificial one, because in the ordinary case the squatter will realise that, at least until he acquires a statutory title by long possession and thus can invoke the processes of the law to exclude the owner with the paper title, he will not for practical purposes be in a position to exclude him. What is really meant, in my judgment, is that the animus possidendi involves the intention, in one's own name and on one's own behalf, to exclude the world at large, including the owner with the paper title if he be not himself the possessor, **so far as is reasonably practicable and so far as the processes of the law will allow.** [Emphasis added]*

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21. It follows, in our judgment, that an intention to possess the land to the exclusion of all others `so far as is reasonably practicable and so far as the processes of the law will allow` is not inconsistent with a recognition or a belief that somebody else has in law a better title to the land, at least for the time being; and that somebody else may be better placed to call upon the processes of the law to acquire or regain physical control of the land if he chooses. In this respect, we had regard to the decision in **Buckinghamshire County Council v Moran** [1990] Ch 623, a case cited to us by Teo's counsel. The defendant in this case claimed adverse possession of a plot of land adjoining his property, Dolphin Place. The conveyance of Dolphin Place to the defendant stated that it was being conveyed `together with all such rights estate title and interests as the vendors may have in or over the plot`. The defendant also procured from the vendors a statutory declaration setting out their acts of cultivation and use of the plot in the five to six years before the conveyance. He continued to cultivate the plot

himself. He also fenced it off and added a lock and key. In fact, the plot belonged to the local council which had planned to use it at some unspecified time in the future for a proposed road diversion. The council, having eventually become aware of the defendant's use of the plot, brought proceedings to recover possession of it. The defendant contended that he had acquired title to the plot by adverse possession. Evidence adduced during the proceedings showed clearly that the defendant had, in the course of the 12-year period relied upon, acknowledged that he would be obliged to leave the plot if in the future the council required it for the construction of the proposed road diversion. Indeed, there was even a letter written by him expressly acknowledging this state of affairs. The English Court of Appeal held, however, that such acknowledgments did not negate the defendant's *animus possidendi*. Slade LJ, who delivered the leading judgment of the court, stated:

I agree with the [trial] judge that 'what is required for this purpose is not an intention to own or even an intention to acquire ownership but an intention to possess' - that is to say, an intention for the time being to possess the land to the exclusion of all other persons, including the owner with the paper title. No authorities cited to us establish the contrary proposition. The conversation with Mr Harris and the letter of 18 December 1975, to my mind demonstrate the intention of the defendant for the time being to continue in possession of the plot to the exclusion of the council unless and until the proposed by-pass is built. The form of the conveyance to the defendant and of the contemporaneous declaration which he obtained from [the vendors] are, of course, entirely consistent with the existence of an intention on his part to take and keep adverse possession of the plot, at least unless and until that event occurred.

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22. Counsel for Teo also cited to us the case of *Lodge v Wakefield Metropolitan City Council* [1995] 2 EGLR 124. In counsel's submission, this case established that even if an alleged adverse possessor believed mistakenly that

he was obliged to pay rent to some other party, such a belief did not negative the existence of the *animus possidendi* necessary to prove adverse possession. In *Lodge*'s case the plaintiff was given an oral tenancy in 1969 of some 11.9 acres of land by the defendant's predecessor in title. After some five years on the land, the plaintiff stopped paying rent, whereupon Sch 1 para 5 of the UK Limitation Act 1980 came into operation. These provisions are in pari materia with ss 13(2) and (3) of our Limitation Act (Cap 163, 1996 Ed): the effect of these provisions was that the plaintiff ceased to be regarded as a tenant once the period covered by his last payment of rent had expired. The plaintiff eventually brought proceedings for a declaration that he had acquired title to the land by adverse possession. In giving evidence, the plaintiff acknowledged that until 1981 and perhaps later, when it came to his attention that he was not paying any rent, he still believed he was in the position of tenant to the defendant landlord. In spite of this express acknowledgment, the English Court of Appeal held that the plaintiff had established adverse possession of the land for the relevant period. Balcombe LJ, who delivered the judgment of the court, stated:

The short point taken by the judge and sought to be maintained before us by counsel for the respondents/defendants, is that because the plaintiff believed up until 1981 or even later, that he was still paying rent to the defendants as his landlords, his possession was therefore not adverse

*There is no doubt that the plaintiff has been in factual possession of this land since 1969. **The question is whether he had, at the relevant time, the requisite intention to possess, the animus possidendi. This is what the law requires - it does not require an intention to become the owner of the land***

A tenant in possession is, of course, during the subsistence of the tenancy, entitled to exclude from the land the world at large, including the landlord. So merely on the application of basic first principles, it seems to me that the plaintiff here had the necessary animus possidendi. [Emphasis added.]

23. Counsel for the appellants sought to distinguish the two cases and to deny their applicability to the present appeal. In respect of ***Buckinghamshire County Council v Moran***, he submitted that the case was distinguishable on the facts: the Court of Appeal in that case, he said, had placed emphasis on the defendant's acts in fencing off the disputed plot of land and also in adding a lock and key. These acts, counsel submitted, were not present in Sin's case. As for ***Lodge v Wakefield Metropolitan City Council***, counsel contended that the operation of Sch 1 para 5 of the UK Limitation Act 1980 made all the difference in that case: he pointed out that in ***Jubilee Electronics Pte Ltd & Ors v Tai Wah Garments & Knitting Factory Pte Ltd*** [1996] 2 SLR 39, this court had held, in connection with the case of a periodic tenancy under s 13(2) of our Limitation Act, that 'mere continuation of possession by the tenant without paying rent' sufficed to establish ***animus possidendi***.

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24. With respect, however, we did not agree that the above factors in any way rendered ***Moran***'s case and ***Lodge***'s case inapplicable. The disputed land in Sin's case might not have been fenced off but it was certainly enclosed within the four walls of her house, No 40A Crane Road: we could see no material difference between this manner of enclosure and the enclosure constituted by the erection of fencing in ***Moran***'s case. As for ***Lodge***'s case, we could not see how the operation of Sch 1 para 5 of the UK Limitation Act 1980 detracted from the relevance of the court's reasoning. The issue at stake before the court in that case was not whether '***mere continuation by the tenant without paying rent***' sufficed to establish ***animus possidendi***: the issue was whether the tenant's belief in his continuing obligation to pay rent negated the existence of

animus possidendi ; and on that score, the court's firm answer was that it did not.

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25. In short, therefore, we agreed with counsel for Teo that both ***Moran***'s case and ***Lodge***'s case supported his client's position. In the present case, the acts enumerated at (a) to (c) of para 16 above might be said to show - at least arguably - that Sin believed Chng had in law a superior title to the disputed land; and that she believed he might at some point demand the return of the land. Yet, adopting the reasoning seen in ***Moran***'s case and in ***Lodge***'s case, such a belief did not in itself preclude the existence of an intention to exclude all others, including Chng, from the land so far as was reasonably practicable and so far as the processes of the law would allow. The evidence showed that Sin had such an intention; furthermore, that this intention was exhibited openly. As at 1 August 1978, Chng had already revoked the 'permission' originally given to Sin and her family to stay on the land. So far as Sin was aware, therefore, as at 1 August 1978, she and her family had become trespassers on the land: Chng no longer tolerated their presence on the land; and so far as Sin was aware, he could at any time call upon the processes of the law to evict them. Chng reinforced his revocation of 'permission' by refusing to accept the rent she tendered in September 1978. Yet, throughout the period beginning with Chng's revocation of 'permission' on 1 August 1978, Sin refused to give up possession of the land. She remained in residence at No 40A Crane Road. As we have noted, the disputed land was effectively enclosed within the four walls of this house: accordingly, Sin's continued residence in the house barred access by everyone else - including Chng - to the disputed land.

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The making of improvements to the house at No 40A Crane Road

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26. The above evidence was bolstered, in our view, by the evidence of the various improvements made to No 40A Crane Road during the period 1 August 1978 to 31 July 1990. We agreed with Teo's counsel that the installation of modern sanitation facilities was an improvement which bore a certain degree of permanence. Other examples of such improvements included the tiling of the first storey of the house in 1985 and the replacement of galvanised pipes with copper pipes in 1988. Counsel for the appellants argued that these improvements showed only that Sin wanted to stay on the disputed land, not that she intended to possess it to the exclusion of all others. We did not accept this argument. These were improvements which went beyond modifications of a merely superficial or cosmetic nature: even more crucially, they were made in the period following Chng's revocation of 'permission' for Sin's continued residence on the disputed land. We were of the view that in these circumstances, the making of such improvements by or on behalf of Sin signified an intention on her part to possess the land in defiance of Chng's revocation of 'permission': in other words, Sin's conduct in bringing about such improvements constituted further evidence of her intention to possess the disputed land to the exclusion of Chng and all others in the period after 1 August 1978.

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The payment of property tax and utility bills

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27. The same reasoning could be applied to factors such as the payment of property tax and utility bills. Contrary to the submission of the appellants' counsel, the quality of these acts took on an entirely different light after 1 August 1978: after that date, Sin was - to her own knowledge - a trespasser on the disputed land; and anything she did to consolidate her residence at No 40A Crane Road was in defiance of Chng's demand that she quit the land. We agreed with Teo's counsel, therefore, that the payment of property tax and utility bills in the period from 1 August 1978 onwards also went some way towards establishing Sin's *animus possidendi*.

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The letter from M/s Lee Bon Leong & Co

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28. Counsel for the appellants then pointed to the letter dated 28 December 1990 written by M/s Lee Bon Leong & Co to Sin. M/s Lee Bon Leong & Co were at the material time acting for Koh Keng Wah Pte Ltd, the appellants' predecessors in title. In their letter, it was asserted that Sin's house had intruded onto part of Lot 28-27: Sin was asked to remove the 'unlawful structure' within a week of the letter. Neither Sin nor Teo did any such thing; and no reply was ever sent by them to M/s Lee Bon Leong & Co. In his affidavit of evidence-in-chief, Teo stated:

I did not respond to Messrs Lee Bon Leong & Co's letter as I did not consider it feasible for one part of the said house to be separated from the rest and physically removed.

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29. In the submission of the appellants' counsel, the above statement showed that Teo and presumably, Sin too, had been pre-occupied only with thoughts of their own convenience and comfort: they had not regarded themselves as adverse possessors of the disputed land and they certainly had not intended to exclude other people from it.

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30. It must be noted, however, that the above statement was followed, in the affidavit, by a number of other statements, in particular, the paragraph which made it clear that Teo and Sin had regarded the letter as a demand by Koh Keng Wah Pte Ltd for recovery of possession of the disputed land; further, that they had refused to accede to this demand, even when faced with the threat of legal proceedings. With respect, therefore, we felt unable to construe the statement in the manner argued for by the appellants' counsel.

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The relevant 12-year period

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31. In the foregoing paragraphs, we have proceeded on the basis that the relevant 12-year period of adverse possession claimed by Teo was the period of 1 August 1978 to 31 July 1990. We should add, at this juncture, that we were somewhat bemused by a suggestion made in the respondents' case, to the effect that the relevant 12-year period of Sin's adverse possession did not necessarily

commence on 1 August 1978. This suggestion appeared to us to have been included as a `fall-back` retort to the contention that Sin`s act in tendering rent on 16 September 1978 negated the existence of any *animus possidendi* at least in the period between 1 August and 16 September 1978. The same suggestion was also made by counsel during his closing submissions in the trial below.

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32. However, a perusal of the pleadings showed that virtually all references to the relevant period of adverse possession in the re-amended statement of claim as well as the re-amended reply employed the phrase `*since 1 August 1978*`. No application was ever made to delete this phrase from the pleadings or to amend it in some way. From the notes of evidence, it was plain that the appellants and their counsel always understood the period of 1 August 1978 to 31 July 1990 to be the relevant period of adverse possession claimed. This understanding was never refuted by Teo and his counsel in the course of the trial, save for the brief suggestion made by counsel in his closing submissions. In the circumstances, we did not think it right for counsel to suggest that we consider the possibility of Sin`s adverse possession having commenced on some date other than 1 August 1978.

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33. The effect of the 1982 conveyance of Lot 28-27

46 The appellants next contended that in respect of Lot 28-27, any adverse possession by Sin must have been terminated or at least interrupted by a conveyance of the legal title in the land on 8 December 1992, from the then

paper owners of the lot to Koh Keng Wah Pte Ltd. Counsel for Teo objected. He said that such a proposition surely ran contrary to the provisions of s 9(1) of the Limitation Act, which provisions read as follows:

*No action shall be brought by any person to recover any land after the expiration of 12 years from the date on which the right of action accrued to him, **or, if it first accrued to some person through whom he claims, to that person.**[Emphasis added.]*

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34. Teo's counsel argued that the above provisions - read with s 15(1) - plainly contemplated that a period of adverse possession, once commenced, could continue uninterrupted even in spite of a conveyance of the legal title in the land from one paper owner to another. We found this a most persuasive argument. However, the appellants' counsel disputed such an interpretation of s 9(1); and he urged us to read it, instead, in the context of the following remark by Slade J in ***Powell v McFarlane*** :

An owner or other person with the right to possession of land will be readily assumed to have the requisite intention to possess, unless the contrary is clearly proved. This, in my judgment, is why the slightest acts done by or on behalf of an owner in possession will be found to negative discontinuance of possession.

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35. According to counsel for the appellants, the above remark meant that once the paper owners of Lot 28-27 effected the conveyance to Koh Keng Wah Pte Ltd, they could be taken to have '[negated] discontinuance of possession' of the lot and also, by the same token, to have put an end to Sin's adverse possession.

36. With respect, however, we thought this a misinterpretation of Slade J's remark. To understand the context in which the remark was made, it must be remembered that ***Powell v McFarlane*** involved a situation where the plaintiff, Mr Powell, was claiming adverse possession of a field which had been left vacant by its paper owner for a period of time beginning from 1956. Mr Powell's case was that he had entered into possession of the field in the summer of 1956 and that he had remained in possession thereafter with the ***animus possidendi*** required of an adverse possessor. On behalf of the paper owner, it was argued that the acts relied on by Mr Powell to show ***animus possidendi*** were equivocal at best. The question with which Slade J was mainly concerned, therefore, was whether Mr Powell had discharged the burden of proving ***animus possidendi***. The remark relied on by the appellants' counsel above was made by Slade J in the course of a passage comparing the differing burdens of proof required, on the one hand, of a paper owner seeking to negative discontinuance of possession, and on the other hand, of a trespasser seeking to show adverse possession. In the interests of clarity, we reproduce below the relevant passage in its entirety:

*The question of ***animus possidendi*** is, in my judgment, one of crucial importance in the present case. An owner or other person with the right to possession of land will be readily assumed to have the requisite intention to possess, unless the contrary is clearly proved. This, in my judgment, is why the slightest acts done by or on behalf of an owner in possession will be found to negative discontinuance of possession. The position, however, is quite different from a case where the question is whether a trespasser has acquired possession. In such a situation the courts will, in my judgment, require clear and affirmative evidence that the trespasser, claiming that he has acquired possession, not only had the requisite intention to possess, but made such intention clear to the world. If his acts are open to more than one interpretation and he has not made it perfectly plain to the world at large by his actions or words that he has*

*intended to exclude the owner as best he can, the courts will treat him as not having had the requisite **animus possidendi** and consequently as not having dispossessed the owner.*

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37. Having regard to the above reasoning, we could not see how **Powell v McFarlane** supported in any way the proposition that the 1982 conveyance of Lot 28-27 was enough - without more - to end Sin's adverse possession of the said lot. As stated, we agreed with Teo's counsel that this proposition ran contrary to the terms of s 9(1) of the Limitation Act.

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38. Conclusion

52 In our judgment, therefore, prior to her death in 1994, Sin was in open, uninterrupted factual possession of the disputed land throughout the period from 1 August 1978 to 31 July 1990; and this was accompanied by the intention to exclude all others from the land so far as this was reasonably practicable and so far as the processes of the law allowed. We were satisfied that she had acquired title to the disputed land by virtue of her adverse possession; further, that such title had passed to Teo in his capacity as the representative of her estate. For these reasons, we dismissed the appeal with costs.

Karthigesu JA
L P Thean JA
Yong Pung How CJ

Davinder Singh SC and Harpreet Singh (Drew & Napier) for the
appellants
Khoo Boo Jin (Wee Swee Teow & Co) for the respondents
