J A M A I C A

IN THE COURT OF APPEAL

R.M. COURTS CRIMINAL APPEAL NO. 183/66

Before: The Hon. Mr. Justice Waddington
The Hon. Mr. Justice Moody
The Hon. Mr. Justice Shelley

R. v. V I V I A N R U S S E L L

Mr. R.N.A. Henriques for the Appellant
Mr. W.K. Chin See for the Crown

July 12th, 13th, 14th
and 29th, 1966

WADDINGTON, J.A.,

The appellant was convicted in the Traffic Court on the 31st of May, 1966, of offences laid under two Informations. The first Information, No. 1330/66, charged him with using a motor vehicle, Registered No. R 4751, along the Spanish Town Road in the parish of St. Andrew on the 19th of January, 1965, as a public passenger vehicle without being the holder of a road licence, in contravention of section 53(1) of Cap. 346, contrary to section 53(5) of Cap. 346. On this Information, he was fined £10 or one month imprisonment at hard labour. In so far as the appeal in respect of this Information is concerned, the Court is divided, and the judgment is that of the majority of the Court.

The second Information, No. 732/65, charged him with using the same motor vehicle on the said occasion without there being in force in relation to him such a Policy of insurance or such security in respect of Third-Party Risks as complied with the requirements of the Motor Vehicle Insurance (Third-Party Risks) Law, in contravention of section 3(1) of Cap. 257 and contrary to section 3(2) of the said Law. On that Information, he was fined £35 or two months imprisonment at hard labour, and disqualified for holding or obtaining a driver's licence for 12 months.

The case for the Crown was that on the 19th of January, 1965, at about 6.45 a.m., Special Constable Archibald Sinclair was standing in front of the May Pen market in Clarendon when he saw a Peugeot motor car, Registered R 4751 driven by the appellant, drive up to

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where he was standing, and stop. There were four people in the car, including the driver. A woman, who was standing beside Sinclair, went up to the car and asked if they were going to Kingston; the driver said "Yes," and the woman asked him if he could take her into Kingston, to which he replied "Yes." The woman thereupon entered the car, sitting on the rear seat. Sinclair then went up to the car and asked the appellant if he could take him into Kingston, to which the appellant said "Yes," and Sinclair entered the car, sitting on the rear seat beside the woman. At that time, there were six people in the car. The appellant drove off towards Kingston, and as they approached the roundabout at Three Miles, the woman said to the appellant, "I would like you to drive down Foreshore Road and drop me off." Sinclair asked the appellant to let him off at the entrance of Foreshore Road. The appellant stopped the car, and Sinclair asked him how much was the fare, to which he replied, "four shillings." Sinclair handed the appellant a five shilling note which he put in the dashboard pocket and said that he did not have a shilling change. A woman in the rear of the car gave the appellant a shilling which he handed to Sinclair as change. At that moment, Constable Deans came up to the car and asked the appellant what he had taken the five shillings from Sinclair for. The appellant said, "I borrowed a five shillings from him on the way and I just gave it back to him." Constable Deans then asked Sinclair in the presence and hearing of the appellant: "Where did you take the car from?" and Sinclair said, "In front of the May Pen market, Clarendon." Deans then asked Sinclair why he had given the appellant the five shilling note, and Sinclair said that the appellant had told him the fare was four shillings and he had given him a five shilling note, and the appellant had given him one shilling change. Deans then asked the appellant if he had a road licence, and the appellant said "No." The appellant was subsequently served with a notice to produce the Policy of insurance on the car, and in pursuance of that notice, a copy of a Policy of insurance in the Motor and General Insurance Co. Ltd., No. MSJ 4073PX was produced and tendered in evidence.

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At the end of the case for the Crown, a submission was made by the solicitor appearing for the appellant that there was no case to answer in respect of both Informations. This submission was overruled, and the appellant rested his case on that submission. The appellant was then found guilty of the offence charged in each Information and sentenced as stated above. From these convictions the appellant has appealed.

With regard to Information 1330/66, four grounds of appeal were argued, namely -

1. The Information charges an offence unknown to the Law in that the offence created by section 53(1) of the Law is using a Motor Vehicle as a Public Passenger Vehicle without being the holder of a Road Licence to use it as a vehicle of that class and not using a vehicle as a Public Passenger Vehicle without being the holder of a Road Licence.

2. There is no class of vehicle defined in the Law as a Public Passenger Vehicle. The words "Public Passenger Vehicle" are only used as a description of a vehicle.

3. There was no evidence that the vehicle was used for the carrying of passengers for hire or reward. There was no pre-arranged contract for the carriage of passengers and the evidence discloses that there was neither an express nor implied contract to carry a passenger and there was no proof the vehicle carried any person for monetary consideration legally recoverable.

4. That there is no evidence that the vehicle was habitually used for the carriage of passengers.

With regard to the first and second grounds of appeal, Mr. Henriques submitted that public passenger vehicles were divided into certain classes as set out in section 52 of Chapter 346, and that a road licence must relate to one of those classes. Consequently, he argued that, as the evidence showed that the user of the vehicle was such as to bring it within the class described as "hackney carriages",

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the Information should have charged the appellant with "using a motor vehicle as a public passenger vehicle, to wit, a hackney carriage, without being the holder of a road licence to use it as a vehicle of that class".

In support of this argument, Mr. Henriques cited the case of R. v. Carmen Blissett, 6 J.L.R., 136. In that case the appellant was the holder of a road licence to operate a motor omnibus as a stage carriage on a certain route, but had used the vehicle as a stage carriage on a route other than that prescribed by her road licence. The appellant was convicted on a charge preferred under section 50(1) of the Road Traffic Law, Cap. 310 (which was then the corresponding section to the present section 53(1) of Cap. 346) of permitting the motor omnibus to be used as a public passenger vehicle without being the holder of a road licence to use it as a vehicle of that class. On appeal to a Judge in Chambers, it was submitted on behalf of the Crown that a "licence" being the authority or permission to do a particular act, any act done outside the limits of the licence, was in effect committed outside the terms of the licence and therefore done without a licence. In dealing with this submission, McGregor, J., as he then was, said, at p. 138:-

> " This argument, while very attractive, appears to me to overlook the words 'the holder of a licence ... to use it as a vehicle of that class', and, in particular, the last three --'of that class'. In this case the information was loosely worded. It is true that it followed the wording of the section, but no reference was made to the class of use permitted by the licence. Had the information been worded -
>
> > 'did permit a certain motor vehicle ... to be used on a certain route between ... as a Public Passenger Vehicle, to wit a Stage Carriage, and was not the holder of a road licence to use it as a vehicle of that class',
>
> that is, a Stage Carriage, then the importance of these

...words/...

" words would have been noticed.

It seems to me that section 50 deals with those cases where a vehicle is used as a Public Passenger Vehicle without having a road licence at all, or has a road licence for one class, e.g., a stage carriage, and is used as another class, e.g., a contract carriage, and that section 52 deals with those cases where a vehicle has a road licence for a particular class, and while being used in that class fails to comply with any of the conditions attached to the licence.

That being so, as this vehicle owned by the appellant has a licence as a Stage Carriage, she cannot now be prosecuted for a breach of section 50(1). The charge should have been preferred under section 52(6)."

We do not think that the decision in this case is any authority for the argument advanced by Mr. Henriques. In the instant case, the appellant did not have a road licence of any class. The mere user of a vehicle in the manner mentioned in any of the classes set out in section 52(1), does not ipso facto make the vehicle a vehicle of that class. It only becomes a vehicle of that class when a road licence is granted in accordance with section 54, entitling the holder thereof to use the vehicle in the manner mentioned in the appropriate class. The Information followed the wording of the section under which the appellant was charged, i.e. section 53(1), and if any further particulars were required by the appellant as to the nature of the user of the vehicle which the Crown was alleging, he could quite easily have asked for such particulars to be given. In our view, the Information complied substantially with the provisions of section 64 of the Justices of the Peace Jurisdiction Law, Cap. 188, and these grounds of appeal therefore fail.

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With regard to grounds 3 and 4, Mr. Henriques submitted that the English authorities show that a vehicle must be habitually used as a vehicle for carrying passengers for hire or reward before it can be said to be a vehicle "used for the carrying of passengers for hire or reward". In support of this submission, he cited the case of Wyatt v. Guildhall Insurance Co. Ltd. [1937] 1 All. E.R. 792. This case is more pertinent to the appeal in respect of Information 732/65, as it dealt with the question as to whether a policy of insurance in respect of a motor car covering the user of the car "for social, domestic and pleasure purposes --- excluding use for hiring ---" covered the use which was made of the car on a journey on which the owner of the car carried a passenger for reward. I would only make two comments here on this case: firstly, it was held that the policy did not cover the use which was made of the car on the journey in question - a single and isolated journey. That finding, with which this court agrees, was sufficient to dispose of the case. Branson, J., however, in deference to the arguments which had been advanced in respect of the second question in the case, i.e. whether the owner of the car was obliged to have in force a policy of insurance covering liability in respect of the death of, or bodily injury to, persons being carried in the vehicle, in accordance with the provisions of proviso (ii) of section 36(1) of the Road Traffic Act, 1930, expressed his opinion that the effect of the subsection was to require the owner to have such a policy in force only where the vehicle was habitually used for the carriage of passengers for hire or reward. My second comment is that, Branson, J., was dealing with a claim brought by a person who was a passenger in the car and therefore came within the category of persons mentioned in proviso (ii) of section 36(1) of the Act, and the question was whether in the circumstances, the owner was obliged to have in force a policy of insurance covering the passenger. Even if the owner was not obliged to have in force a policy covering passengers in his car, he would still be obliged to have a policy covering the other category of persons mentioned in section 36 of

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the Act.

Mr. Henriques also submitted that a passenger could not be said to be carried for hire or reward unless it was shown that there was a binding contractual relation between the parties, and a legal obligation on the part of the passenger to pay. This court considered a similar argument in the case of R.v. Michael Edwards, decided on the 20th of May, 1966, in which the facts were similar. In that case, the court agreed with the submissions of counsel for the Crown that on the evidence, there was a legally binding contractual relationship, but that in any event it was unnecessary for the Crown to show that there was a legally binding contract as under the provisions of subsection 3 of section 52, the vehicle was "deemed" to be a vehicle carrying passengers for reward. This court can see no distinction between that case and the instant case. On the evidence in this case, it was clear that Constable Sinclair, whom the appellant carried in his car from May Pen to Kingston, was not being given a "free lift". It was reasonable to infer from the circumstances in which he entered the appellant's car, that he was expected to pay for the journey, and this expectation was fully manifested when, at the end of the journey, the fare charged by the appellant was paid.

It was open to the learned Resident Magistrate on that evidence, to find that the appellant had used his vehicle as a public passenger vehicle without being the holder of a road licence, and for these reasons, the appeal in respect of this Information, is dismissed.

With regard to Information 732 of 1965, the following grounds of appeal were taken -

> 6. There is no evidence that the vehicle was licensed for the carriage of passengers for hire or reward.
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> 6(a). The second proviso to section 4(1) of Chapter 257 only requires insurance coverage for personal injuries to passengers being carried in or upon or entering or getting on to or alighting from the vehicle in cases where the vehicle is duly licenced for the purpose of

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carrying passengers for hire or reward.

In the case of liability to passengers in these circumstances, set out in the section the Law Chapter 257, does not require any Insurance Coverage.

7. Section 4(1)(b) of Chapter 257 requires a Policy which insures the person or classes of persons as may be specified in the policy in respect of ANY LIABILITY which may be incurred arising out of the use of the vehicle on a road, subject to the proviso referred to in ground of appeal No. 6(a) and contained in section 4(1)(ii) of Chapter 257.

8. That the carrying of passengers for hire or reward on one isolated occasion is not in breach of the terms of the Policy.

9. The Policy put in evidence complied with all the provisions of Chapter 257.

10. There is no evidence that there was a breach of any of the conditions of the Policy and there was no proof of any use for hire or reward as distinct from carrying a passenger for hire or reward.

11. There was no contract express or implied for the use of the car for hire or reward or the carrying of a passenger for hire or reward.

12. There was no contract for the carriage of a passenger for a monetary consideration legally enforceable or recoverable by the Defendant.

Mr. Henriques based his arguments of these grounds on two broad propositions. He submitted firstly, that under proviso (ii) of section 4 of Chapter 257, the appellant need not have an insurance policy to cover passengers carried for hire or reward, except the vehicle is duly licensed for that purpose, and secondly and alternatively, that assuming that a policy is required for a user of the vehicle for hire, an offence is not committed unless, either there

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has been a habitual user of the vehicle for the purpose of hire or reward, or, that on the occasion on which the vehicle was so used, there was a legally binding obligation to pay.

The appellant was charged with the offence of using a motor vehicle without there being in force in relation to him, such a policy of insurance as complied with the requirements of the Motor Vehicle (Third-Party Risks) Law, Cap. 257, in contravention of section 3(1) of that Law. Section 3(1) of the Law is as follows:-

" Subject to the provisions of this Law, it shall not be lawful for any person to use, or to cause or permit any other person to use a motor vehicle on a road, unless there is in force in relation to the user of the vehicle by that person or that other person, as the case may be, such a policy of insurance or such a security in respect of third-party risks as complies with the requirements of this Law. "

In order to ascertain what are the requirements of the Law with which a policy of insurance must comply, one has to look at section 4 which is as follows:

" In order to comply with the requirements of this Law the policy of insurance must be a policy which -

(a) is issued by a person who is an insurer, and

(b) insures such person, persons or classes of persons, as may be specified in the policy in respect of any liability which may be incurred by him or them in respect of the death of, or bodily injury to, any person caused by, or arising out of, the use of the motor vehicle on a road:

Provided that such a policy shall not be required to cover -

... ...

(ii) except in the case of a motor vehicle duly licensed for the purpose in which passengers are carried for

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" hire or reward, and except in the case of a motor vehicle in which passengers are carried by reason of, or in pursuance of a contract of employment with a person insured by the Policy, liability in respect of the death of, or bodily injury to, persons being carried in or upon, or entering or getting onto or alighting from the vehicle at the time of the occurrence of the event out of which the claims arise; or

... ... "

It is clear that the effect of proviso (ii) to section 4 is that there is no obligation on the user of a motor vehicle to have in force a policy of insurance covering passengers in his vehicle, unless the vehicle is duly licensed for carrying passengers for hire or reward or except the passengers are carried by reason of or in pursuance of a contract of employment with the person insured by the policy.

The user is obliged, however, to have in force a policy of insurance which complies with section 4(1)(b) of the Law, and in order to ascertain whether the policy complies with that section, it is necessary to look at the policy itself. The policy in question is headed "Private Motor Car Policy" and section II indemnifies the appellant against all sums (up to a limit of £10,000 in respect of any one event) in respect of the death of, or bodily injury to, any person (with certain exceptions which are irrelevant to this issue), in the event of an accident caused by or arising out of the use of the vehicle insured. Under the head "General Exceptions", the following provisions appear:

" The Company shall not be liable in respect of

(i) any accident, loss, damage or liability caused, sustained or incurred .....

(b) whilst any motor vehicle in respect of which indemnity is provided by this policy is -

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" (1) being used otherwise than in accordance with the Limitations as to Use. "

Under the heading "Conditions", the following provision appears:

(1) This policy and the Schedule shall be read together as one contract, and any word or expression to which a specific meaning has been attached in any part of this policy or of the Schedule shall bear such specific meaning whenever it may appear. "

There is a Schedule to the policy in which the following provision appears:-

" Limitations as to Use

Use only for social, domestic and pleasure purposes and for the insured's business.

The policy does not cover use for hire or reward or for commercial travelling, racing, pace-making, reliability trial, speed testing, the carriage of goods or samples in connection with any trade or business or use for any purpose in connection with the motor trade."

It is apparent from the Limitations as to Use, that the policy is one which would not comply with the requirements of section 4(1)(b) of the Law, if the vehicle is used for hire or reward, or for any of the other purposes mentioned in the Limitation.

Mr. Henriques again advanced the submissions he had made in respect of the first Information as to the meaning of the term "for hire or reward", i.e. that there must be a binding contractual relation between the parties, and that the vehicle must be used habitually for that purpose. He cited the case of Bonham v. Zurich General Accident and Liability Insurance Co. Ltd. (1944) 2 All. E.R., 573, in further support of the first submission. In that case, the claimant was the owner of a motor car which was insured under a policy of insurance which excluded cover if the car was used for hire. The claimant carried regularly, three passengers to and from his work,

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and two of them regularly paid him in return for their carriage, amounts equivalent to the cost of railway fares between the two places. It was found as a fact that the passengers had voluntarily offered the claimant the money, and he had accepted it and that if the passengers had not paid him anything, the claimant would still have carried them. It was contended on behalf of the insurers that at the time of an accident in which one of the passengers was killed, the claimant was not insured, since he had used his car for hiring in the sense that passengers were carried for hire or reward. It was held that, in the absence of an agreement between the two parties and a legal obligation to pay, the character of the carriage was purely voluntary, and the passengers were therefore not carried for hire or reward within the meaning of the Road Traffic Act.

This court agrees that in order to show that a vehicle was used for hire or reward, it would be necessary to show that there was some agreement express or implied to carry the passenger in consideration of a payment. In many cases, as in the instant case, the agreement would be implied from the conduct of the parties, and the court would have to say, in any particular case, whether a payment which was made in a case where there was no previous discussion as to payment, was in fact the consideration for the agreement or merely a voluntary payment made by the passenger.

As we have already indicated, the court is of the view that there was evidence in this case on which the learned Resident Magistrate could infer the existence of an implied agreement between the appellant and Sinclair, that the carriage would be for a consideration and that this agreement was complete at the end of the journey when the appellant charged a fare of four shillings, and received that amount from Sinclair.

Mr. Henriques submitted further, that the term "Use for hire or reward" in the Limitations as to Use in the Schedule of the Policy, when read in the context of the other types of user following these words, refers to the user of the vehicle under a contract of

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bailment; in other words, a hiring of the entire vehicle, as distinct from the mere carrying of passengers for hire or reward. The court is unable to agree with this submission. It is our view that there was evidence that the vehicle was being used "for hire or reward", within the meaning of these words in the Limitations as to Use contained in the Policy, and that such user was not covered by the policy of insurance. That being so, the appellant at the relevant time, did not have in force in relation to the user of the vehicle, a policy of insurance or security in respect of third-party risks as complied with the requirements of Chapter 257, and, in our view, the learned Resident Magistrate was right in convicting him on this Information. In the result, the appeal in respect of this Information is also dismissed.

J A M A I C A

IN THE COURT OF APPEAL

R.M. COURTS CRIMINAL APPEAL NO. 183/66

BEFORE: The Hon. Mr. Justice Waddington
The Hon. Mr. Justice Moody
The Hon. Mr. Justice Shelley

R. v. V I V I A N R U S S E L L

Mr. R.N.A. Henriques for the Appellant

Mr. W.K. Chin See for the Crown

12th, 13th, 14th and 29th JULY, 1966.

MOODY, J.A.,

Part III of the Road Traffic Law deals with the Regulations of Public Passenger Vehicles and Road Licences. Section 52, which is the first of the sections under this part of the Law, classifies public passenger vehicles into stage carriages, express carriages, contract carriages and hackney carriages. Section 53 declares that:

> " No person shall use or cause or permit a motor vehicle to be used on any road as a public passenger vehicle unless he is the holder of a licence (in this Law referred to as a 'road licence' or 'an emergency road licence') to use it as a vehicle of that class in accordance with the provisions of this Part of this Law. "

Section 54 deals with the classes of road licences that may be granted in accordance with the provisions of this part of the Law.

Section 55 sets out the matters for which the Authority shall have regard in exercising their discretion to grant or refuse a road licence; also the Regulations all point to important and substantial distinctions between the classes.

In this case the Information charges on Tuesday the 19th day of January, 1965, one Vivian Russell of Christiana, Manchester, or c/c Yallahs Area Land Authority, Yallahs, St. Thomas with force at St. Andrew and within the jurisdiction of this Court being the driver of a motor vehicle to wit motor car registered R4751 along Spanish Town Road in the parish of St. Andrew did use the said vehicle as a public passenger vehicle without being the holder of a road licence in

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contravention of section 53 (1) of Chapter 346, contrary to section 53 (5) of Chapter 346. In my opinion, it is not sufficient to charge that the appellant used a motor vehicle as a public passenger vehicle without being the holder of a road licence. It was suggested in the course of argument, that this form of Information was adequate, and that it contained a negative averment, and that the onus was on the defendant to show that he had a road licence - thus if the evidence was, using the vehicle as a stage carriage, it would be an answer to the charge if he produced a road licence to operate the vehicle as a contract carriage, as the charge was for using a motor vehicle as a public passenger vehicle.

I am unable to agree with this view.

Section 64 of Cap. 188, the Justices of the Peace Jurisdiction Law, provides:

" (1) Every information, complaint, summons, warrant or other document laid, issued or made for the purpose of or in connection with any proceedings before examining Justices or a Court of summary jurisdiction for an offence, shall be sufficient if it contains a statement of the specific offence with which the accused person is charged, together with such particulars as may be necessary for giving reasonable information as to the nature of the charge.

(2) The statement of the offence shall describe the offence shortly in ordinary language avoiding as far as possible the use of technical terms, and without necessarily stating all the essential elements of the offence, and if the offence charged is one created by statute, shall contain a reference to the section of the statute creating the offence.

(3) After the statement of the offence, necessary particulars of the offence shall be set out in ordinary language, in which the use of technical terms shall not be required.

(4) Any information, complaint, summons, warrant or other document to which this section applies which is in such form as would have been sufficient in law if this section had not been passed shall, notwithstanding anything in this section,

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continue to be sufficient in law."

In my view, having regard to the circumstances of this case, the offence which the section creates, is that no one shall use a motor vehicle as a vehicle classified under one or other of the classes specified in this part of the Law, viz., in section 52, unless he is the holder of a road licence to use the vehicle as a vehicle of such a class.

In R. v. Carmen Blissett, 6 J.L.R., 136, the learned judge made it clear that the words "of that class" should not be overlooked and pointed out that no reference was made in the Information to the class of use permitted by the licence. There the learned judge was dealing with a case in which the appellant was the holder of a road licence, which authorised her to operate as a stage carriage on a defined route, but was operating as a stage carriage on a route not included in the road licence, and was convicted under section 50(1) of the Road Traffic Law, Cap. 310, at that time, which corresponds exactly with section 53(1) of Cap. 346. The learned judge was of opinion that this section deals with those cases where a vehicle is being used without having a road licence at all, or has a road licence for one class, and is used as another class, and that the appellant had committed an offence under another section for failing to comply with conditions attached to the licence.

The learned judge made the observations referred to above in answer to an argument by counsel for the Crown, that the facts of a case might show such breaches of the conditions of a licence as would cause a court considering them to conclude that the vehicle was being operated without a licence at all. The learned judge then drafted a form of information appropriate to the facts of that case in order to demonstrate the importance of the words "of that class", as they appear in the section.

Accordingly, I agree with the form of information suggested by the learned judge in R. v. Carmen Blissett, 6 J.L.R., 136, at 138 and, adapted to the circumstances of the present case, would read as follows: "did use a certain motor vehicle on a certain road, namely, along the Spanish Town Road, as a public passenger vehicle, to wit, a stage...

a stage carriage or express carriage, or contract carriage or hackney carriage as the case may be), and was not the holder of a road licence to use it as a vehicle of that class. In this way, the words "of that class" in the section which predicates that the class of user complained of will be charged and proved, is given full effect and meaning. It is of interest to observe that the corresponding section of the English Act, instead of the words "public passenger vehicle" has the words, "stage carriage, an express carriage or a contract carriage", and also a section corresponding with section 52(3), which reads:-

> " It is hereby declared that where persons are carried in a motor vehicle for any journey for consideration of separate payments made by them whether to the owner of the vehicle or to any other person, the vehicle in which they are carried shall be deemed to be a vehicle carrying passengers for hire or reward at separate fares whether the payments are solely in respect of the journey or not: "

Further, the information did not set out the necessary particulars of the offence.

The evidence for the prosecution discloses that the appellant was carrying passengers for hire or reward, but falls short of establishing that he was using the vehicle as a vehicle of a particular class, e.g., stage carriage, express carriage, contract carriage or hackney carriage.

Objection was taken by the appellant's solicitor at the trial in similar terms to those stated above and no attempt was made to remedy the omissions even by way of offering to supply the necessary particulars.

If the appellant had been properly charged and evidence had been led to establish that he was using a motor vehicle as a vehicle of a particular class, then it would not be necessary for the prosecution to prove that the appellant did not have an appropriate road licence, but for the appellant to prove the affirmative thereof in his defence.

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I am of opinion that the Information was insufficient; that the evidence did not establish that the appellant was using his vehicle as a vehicle of any class specified in this part of the Law so as to put the appellant to the proof that he was the holder of a road licence for a vehicle of the class in respect of which he was charged, and for these reasons, I would allow this appeal.

I regret that I am unable to agree with the judgment just delivered by Mr. Justice Waddington in respect of Information 183/66.

J. A.