Civ Appeal 48/2010

IN THE COURT OF APPEAL OF SIERRA LEONE

BETWEEN:

SANTIGIE KAMARA - APPELLANT

AND

1. MILICENT MANSARAY - RESPONDENTS
   (Nee KAMARA- TAYLOR)
2. LYNDON KAMARA-TAYLOR
3. RAYMOND KAMARA-TAYLOR

CORAM:
THE HONOURABLE MR JUSTICE N C BROWNE-MARKE
JUSTICE OF THE SUPREME COURT
THE HONOURABLE MR JUSTICE E E ROBERTS,
JUSTICE OF THE SUPREME COURT
THE HONOURABLE MRS JUSTICE A SHOWERS
JUSTICE OF THE SUPREME COURT (Acting, now retired)

COUNSEL:
Y H WILLIAMS ESQ, and B E JONES ESQ for the Appellant
S T G SAQUEE-KAMANDA ESQ for the Respondents

JUDGMENT DELIVERED THE 12th DAY OF FEBRUARY,2019

1. This is an appeal brought to this Court by the Appellant, Santigie Kamara, against the judgment of SOLOMON, JSC, (then JA), delivered on 4th November,2010. The original appeal was filed on 12th November,2010 by Brewah & Co, then, Solicitors for the Appellant - see, pages 121 & 122 of the Record. On 30th January,2012, Yada Williams & Associates, with the leave of the Court, filed an amended Notice of Appeal. It was included as part of the Record as an appendix.
2. The Grounds of Appeal are as follows:
   (1) That the Learned Trial Judge erred in law and fact when she concluded that the action in the lower Court was instituted without

the authority of the Respondents and that this was an irregularity that was capable of being waived.

PARTICULARS

(a) That the Power of Attorney was granted almost a year after proceedings commenced.

(b) That it was only one of three Respondents that granted the said power of attorney.

(2) That the Learned Trail Judge erred in law and fact in making forfeiture an issue in the matter when forfeiture was never pleaded by the Respondents, nor a relief connected thereto, prayed for by the Respondents in the lower Court.

(3) That the Learned Trial Judge's conclusion that the tenancy created was a yearly one and not one for a term of thirty years certain was wrong in fact and in law.

(4) That the basis of the judgment of the Learned Trial Judge was wrong when she concluded that the Appellant never paid and/or attempted to pay rents for the demised premises when there was evidence of the Appellant offering to pay rent, refusal to accept rent by an agent of the Respondents, thereby creating a deadlock between the Appellant and the Respondents on the issue of quantum of rent payable.

(5) That the decision of the Learned Trail Judge is against the weight of the evidence.

3. The reliefs sought from, and in this Court are that the said judgment be set aside wholly; that judgment be entered for the Appellant; that the annual rent of the demised premises be fixed as stipulated in clauses 1 and 3 of the Lease; and that the Appellant be awarded the costs of the appeal.

4. Written submissions were filed by the Appellant on 6th March, 2012 and by the Respondents, on 22nd March,2012. At the oral hearing, Mr Williams, lead Counsel for the Appellant, opted to rely on the Appellant's written submissions, and also commented on the lease drawn up by the Respondents' Solicitor, and contended that in view of this fact, the contra proferentem rule applied as against the Respondents. He added that the lack of a power of attorney on the side of the Respondents was not something which could

be waived, as had been held by the Learned Trial Judge. Mr Saquee-Kamanda on his part, reiterated the arguments canvassed in the Respondents' written submissions.

5. The action was tried by HALLOWAY, J (now JA). Mr Kabba gave evidence as the Respondents' Attorney, and the Appellant gave evidence in his defence. They were the only two witnesses who testified at the trial. The Respondents closed their case on 24th November, 2008 after Mr Sandy's testimony. The Appellant opened his case on 8th December, 2008 and closed it finally on 22ND January, 2009. The Learned Trial Judge then invited respective Counsel to submit written addresses. There is no record of what transpired thereafter as regards addresses, but it appears the file was re-assigned to SOLOMON, JA for judgment whilst HALLOWAY, J was out of office. No further proceedings were taken until 4th November, 2010, when SOLOMON, J delivered Judgment.

THE POWER OF ATTORNEY GIVEN TO JULIUS KABBA

6. I think it would be a good idea to start off with the Power of Attorney. It is at pages 93 - 96 of the Record. It is dated 22nd May, 2008, and was duly registered on 26th May, 2008. Power is conferred on Julius Kabba by Millicent Kamara-Taylor, on her own behalf, and acting on behalf of Lyndon Kamara-Taylor and Raymond Kamara-Taylor, to do the things listed in paragraphs 1 - 9 on the first page of the deed. One such power is that conferred in paragraph 6, to wit: " *To institute and defend any legal action against any person whosoever touching and concerning our property situate, lying and being at 4 Ecowas Street, Freetown.*" It was tendered by Mr Sandy as *exhibit "A"* at the trial. The Presiding Judge was HALLOWAY, J (now JA). Appellant's contention is that this deed was registered several months after the writ herein was issued, and was therefore invalid. It was argued further, that it could not *'relate'* back to the date when proceedings were instituted, i.e. 25th October, 2007; and that the Learned Judge who delivered judgment, i.e. SOLOMON, JA (as she then was) was wrong in concluding that the Appellant had waived his right to contest the validity of the deed, as his Counsel had not taken any objection to it being tendered.\ at the trial.

7. Since the validity of the deed and its effect has been so hotly contested, it is necessary that it be examined critically. Registration of Powers of Attorney as with other registrable instruments is provided for in the
8. Registration of Instruments Act, Chapter 256 of the Laws of Sierra Leone, 1960 as amended by Act No. 6 of 1964. By this amendment, Section of the principal Act, became Section 4(1), and a new subsection (2) was added on. Powers of Attorney are not affected by the amendment. Section 4(1) as amended reads: "*Every deed, contract or conveyance, executed after the 9th day of February, 1857, so far as regards any land to be thereby affected, shall take effect, as against other deeds affecting the same land, from the date of its registration, and every power of attorney, unless for the institution or defence of judicial proceedings only, and executed in Sierra Leone, shall take effect from the date of its registration....*" And then, the proviso follows. The statute draws a distinction between Powers of Attorney for the institution, or, defence, of court proceedings, and other powers of attorney. It seems therefore, that there is no real legal requirement for powers of attorney to be registered if they concern court proceedings. It is of course true, that in this case, the donee is empowered to do several other things, but this does not affect the position as regards the institution and/or defence of court proceedings.
9. Further, our rules, the High Court Rules, 2007 - HCR, 2007, do not make provision for institution of proceedings by attorneys. Order 6 is the relevant rule. Rule 1(1) simply states: "*Every writ shall be in an appropriate form and shall be indorsed with a statement of the nature of the claim, relief, or remedy sought in the action.*" Rule 4, deals with indorsement as to capacity: "(1) Before a writ is issued, it shall be indorsed - *(a) where the plaintiff sues in representative capacity, with a statement of the capacity in which he sues; or (b) where a defendant is sued in a representative capacity, with a statement of the capacity in which he is sued.*" Rule 4(2) provides for the proper indorsements in probate actions, and does not really concern us.
10. Rule 6 of the English Supreme Court Rules, 1999 - "*White Book, 1999*" is in similar terms to our Order 6 Rule 1. It states: "*Every writ must be in form No. 1 in Appendix A.*" The note relating to Attorneys is to be found in paragraph 6/1/10, and it reads: "*Attorney plaintiff - If one person sues as attorney for another or others under power of attorney, he should sue in*

the name of the principal." The case of JONES v GURNEY [1913] W N 72, is cited as authority for this proposition.

11. It seems therefore that the addition of the description, *"attorney"* is unnecessary or otiose. What is important is that the plaintiff's name should appear as a party.
12. Mr Williams in his written closing address, has made reference to cases were persons sue in a representative capacity. There is provision for that in our Rules as well. Order 6 Rule 4(2) states that "*In probate actions the indorsement shall show whether the plaintiff claims as the creditor, executor, administrator, residuary, legatee, next of kin, heir at law, devisee, or in what other character."* The action in this appeal was not a probate action, and as such Order 4 Rule 2 does not apply. Nor do any of the Rules in Order 18 HCR - Rules governing representatives being appointed to represent deceased parties, and persons bringing action in the name of numerous parties who have the same interest in the litigation. The comparison drawn by Mr Williams between an attorney in litigation and a personal representative or administrator of the estate of a deceased party, is not therefore apt. An attorney is not a trustee, whereas a deceased person's personal representative is a trustee, in that he holds property in trust for the beneficiaries of the deceased's estate. Mr Kabba, did not, by virtue of the power attorney granted him, hold any property in trust for the donor of the power. That there was a sole donor, whereas the deed itself disclosed that there were three joint owners of the property, is a matter for the siblings of the 1st Respondent, and not for the Appellant. The Appellant cannot properly claim want of due authority because he clearly has no authority to act on behalf of the 2nd and 3rd Respondents. The 2nd and 3rd Respondents have not complained that 1st Respondent was not authorized to act on their individual behalf, nor that he was not authorized to grant a power of attorney to Mr Kabba.

WANT OR LACK OF JURISDICTION - WHAT IT MEANS IN THE CONTEXT OF THIS CASE

13. This was not a case where there was a want of jurisdiction in the true and proper sense. RENNER-THOMAS, CJ in S.C. Case 2/2005 HINGA NORMAN v SAMA BANYA & ORS, Judgment delivered 31st August, 2005 and in SC Civ

App 1/2007 - PMDC & ANOR v SLPP & ANOR, drew a distinction between a want of jurisdiction which deprived the Court of jurisdiction to hear a particular matter, and a lack of jurisdiction which could be waived by the opposite party. In the first sense, to quote RENNER-THOMAS, CJ at page 12 of his printed judgment: "*The word jurisdiction and the expression the "court has no jurisdiction" are used in two different senses which I think leads to confusion. The first, and, in my opinion, the only correct sense of the expression that the court has no jurisdiction is that it has no power to deal with and decide the dispute as to the subject matter before it, no matter in what form or by whom it is raised. But there is another sense in which it is often used, i.e. that although the Court has power to decide the question, it will not according to the settled practice do so except in a certain way and under certain circumstances.*" At page 14, he went on to say: "*Want of jurisdiction in the proper sense of the word cannot be waived since aquiescence resulting from the other party failing to raise the issue cannot confer jurisdiction.....*"

14. But want of jurisdiction in the second sense, that is where the act done could be waived by the opposing party, does not deprive the court of jurisdiction to hear the matter. For instance, if after 14 days, a defendant in a hypothetical case fails to file and serve a statement of defence, and the Plaintiff applies for judgment in default of defence, the court will not have jurisdiction to countenance any defence filed after the lapse of that period of time, unless the plaintiff in such a case waives his right to apply for judgment. But the option still remains open for the Defendant to apply for leave to file out of time.
15. Again, it must be borne in mind that no objection was taken at the trial to Mr Sandy giving evidence, nor was an application made to expunge his witness statement for want of due authority, and/or, because the Court lacked jurisdiction to hear him due to the lateness of the registration of the power of attorney given to him.

SUMMONS FOR DIRECTIONS - WHAT IT MEANS AND WHAT IT ENTAILS

16. A Summons for Directions was issued by the Respondents, and Directions were given by the Learned Trial Judge. Direction 3(c) at page 17 of the Record was in these terms: "*Admissions of facts (if any) arising out of these*

issues." Further, Direction numbered 3(d) & (e), respectively, were in these terms: "(d) Nature of evidence to be relied upon (oral or documentary) including any agreed evidence. (e) Copies of those documents which have been identified as central to either parties' case and which will be relied upon, tendered and used at the trial of this matter". It follows, that the issue relating to the late registration of the Power of Attorney could have been brought up at that stage, the interlocutory stage, and could have been addressed by both sides. It could also have been made an issue in dispute.

FINDING ON THE ISSUE OF THE POWER OF ATTORNEY

17. If, as contended by Learned Counsel for the Appellant, the proceedings were void ab initio for want of authority on the part of the Attorney to bring proceedings, that could have been dealt with at that stage; alternatively, it would have been open to the Respondent to seek judgment on a point of law in accordance with the provisions of Order 17 - the question being whether the trial should proceed in view of the late registration of the power of attorney. Further, as stated above, there was provision in the Directions given for admissions to be made by each side. The Appellant could have sought an admission from the Respondents that the power granted Mr Kabba was ineffective because of its lateness. The whole issue of the validity of the power of attorney would have been dealt with at that stage, and a full trial on the merits may not have been necessary, depending on the view taken by the Learned Trial Judge.
18. It follows, and it is therefore held, that it was not absolutely necessary that this particular power of attorney, which clearly was executed in Sierra Leone, ought to have been registered in accordance with section 4 of Cap 256; and it was not really necessary that Julius Kabba's name be included in the action's title. Further, and/or alternatively, the Learned Judge who gave judgment, SOLOMON, JA (now JSC) was not wrong when she concluded that the Defendant did waive the irregularity (if any) he complained of in his appeal, as the purported want of authority, did not, by itself, deprive the Court of jurisdiction to try the action.

WHETHER '*FORFEITURE* PLEADED AND EFFECT IF NOT PLEADED

19. As required by Order 28 HCR, 2007, and pursuant to the directions given by HALLOWAY, J, the Plaintiff, through his Solicitor, the late Mr C F Edwards, filed a list of issues in dispute. They were: *"(1) Whether the Defendant has subletted (sic) portions of the premises in breach of clause 2(j) of the Lease dated 22nd March, 2002. (2) Whether the Defendant being in breach of Clause 5 of the said Lease gives the Plaintiffs the right of re-entry and forfeiture of the Lease to the Plaintiffs."* So, forfeiture, though not expressly pleaded, was an agreed issue in dispute between the parties, and the SOLOMON, JSC was perhaps right to deal with it in her judgment. Further, even if not pleaded, the primary claim was for possession of the premises for breach of a condition of the lease between the parties. To grant possession would effectively forfeit the Lease, and bring it to an end.

THE HABENDUM

20. The next point of contention is the habendum in the Lease. The expressions *"lease"* and "*lease agreement*", have been used interchangeably by Counsel on both sides. I should point out that there is no "*lease agreement*" recognized by Law. There is either a "*lease*", or, an "*agreement for a lease*" in the WALSH v LONSDALE (1882) 21 Ch. D 9 sense. Our preference is to describe the deed herein as a lease, as the clear intention of the parties was that the existing building would be improved upon, rather than the property being let out for immediate occupation. Mr Williams has invoked the "*contra proferentum*" rule; contending that if there is any ambiguity in the habendum, it should be interpreted against the interest of the maker. That may be so, where, for instance, a standard form agreement, like an insurance contract, or, hire-purchase agreement, is what is in dispute. But in the case of leases or tenancy agreements, the practice, as sanctioned in the case of WRIGHT v ALIEU MUSTAPHA [1964 - 66] ALR SL, 171, per COLE, J at page 176 LL19 -24, is that the lessor's solicitor prepares the lease and forwards it to the lessee for approval, but the lessee pays the Lessor's solicitor's fees. In that case, COLE, J said, inter alia, at page 176: "*With the greatest respect, it is elementary knowledge that it is the custom for the lessor's solicitor to prepare the lease, and for the lessee to pay all costs incidental to the preparation and execution of the lease.*"

21. In practice, the lessee again forwards it to his solicitor for scrutiny before agreeing to its contents. It is throughout, an "*arms-length*" transaction, not one in which one party is in a more advantageous position. There is no evidence that this practice was not followed in the transaction which resulted in the lease. So, it seems to us, the Appellant is equally to blame for the uncertainty in the habendum as much as the Respondents.

22. The Lease, exhibit "A", is at pages 97 to 104 of the Record. It is dated 22 March, 2002. Paragraph 1 thereof, reads: "*The Lessors hereby demise unto the Lessee the entire building situate, lying and being at No. 4 Ecowas Street, Freetown, formerly known as No. 4 East Street, Freetown aforesaid (hereinafter referred to as THE DEMISED PREMISES) to hold the same unto the Lessee on a yearly basis and with an option of up to 30 years commencing from the 1st day of December, 2001 at a yearly rent of Le5,500,000 per annum payable in advance, the rent for the first year to be paid on or before the execution of this Lease and thereafter on the 1st day of December (in) each succeeding year*" The Lease appears to have been typewritten, and not computer printed. But at paragraph 3(b), the parties agreed as follows: "*To give to the tenant 6 months' notice to quit the demised premises.*" So, it seems to us, that notwithstanding the granting of an option to the tenant to hold the demised premises for a further term of 30 years, his leasehold interest could be determined merely with six months' notice.

23. However, the notice which the Respondents relied on at paragraph 6 in their statement of claim - page 3 of the Record, which gave them the right to demand possession of their property after just five years of the Lease's existence, was that issued by Mr Edwards on 8th May, 2007. The breaches are set out in paragraph 5 of the statement of claim. That Notice, for reasons which will be explained below cannot be upheld, nor enforced by a Court, simply because the breaches complained of, were unsubstantiated, and could not be supported by the evidence led at the trial. We shall also comment on the Notice issued by Brewah & Co on behalf of the Respondents.

THE REDDENDUM

THE ANNUAL RENT AGREED BETWEEN THE PARTIES

24. There is a clear interlineation on page 99. A sub-paragraph (c) appears to have been added on: "*Any future payment must reflect the equivalent in dollars as at today's date official rate which is Le2,250 to a dollar.*" A signature which is indecipherable, appears in the left margin. Whatever may be its authenticity, as it was not denied or challenged at the trial, it stands for the purposes of this appeal. It provides a formula as to how rent for the years after 2002 would be calculated. At the date of execution of the lease, the annual rent was Le5,500, 000 and the rate of exchange, USD1/Le2,250. This means, that as of 22 March, 2002 rent was approximately USD2,445. If the approximate current median exchange rate is, say, Le8,650/USD1, this would give us today, approximately Le21, 140, 600. Now, according to PWI, Julius Kabba, in his evidence given on Thursday 30th October, 2008, at page 71 of the Record, " *the plaintiff*" - presumably, *the 1st Respondent, Milicent Taylor-Kamara,* "…..asked the Defendant to pay $12,000 annually which he refused to pay and offered $2,000/00 in 2006. Clearly, there was no agreement between the parties for an increase in rent in US Dollars. The agreement was that the yearly rent will be increased in the Leone equivalent to USD2,444. That piece of evidence also supports the Appellant's contention that he offered to pay rent, but that the offer was rejected by the 1st Respondent. So, it cannot be said that the Appellant breached his covenant to pay the annual rent when the same fell due. The Learned Justice who gave judgment was therefore not quite correct when she said in her judgment at page 86 of the Record: "*There is no evidence before this Court to show that rent was offered but refused……. To be entitled to relief, a tenant must pay rent owing and due plus interest and costs.* Rent was indeed offered according to the candid admission of PW1, but the whole issue of the amount which should have been paid, is tied up with the duration of the term granted. Clearly, there was no provision in the Lease for rent to be increased in US Dollar terms at any point in time. The lease was, purportedly, for a yearly term with an option for up to 30 years. That option was not tied to the performance and observance of the covenants the Appellant had undertaken in the Lease. If it had been so tied, then non-performance or, non-observance of a particular covenant, could entitle the

Respondents to determine the Lease. It has been pointed out above, that there was no refusal to pay the annual rent agreed between the parties. There had been a refusal by the Respondents to accept the rent offered: They, through the 1st Respondent had demanded an increased rent not provided for in the Lease.

WHETHER THE APPELLANT EXERCISED THE POWER TO SUB-LEASE IN ACCORDANCE WITH HIS COVENANT

25. As regards the covenant not to sub-lease without the consent of the owner, Exhibit "G", at page 120 of the Record, is a letter from a member of the Bar, Hassan Kamara, dated 3rd April, 2002, acting as Solicitor for the property. He had prepared and registered the Lease. That is prima facie evidence that he was acting on behalf of the Respondents. That he was so acting, and therefore their agent, was not denied at the trial. His authority to act on the Respondents' behalf was not specifically denied by PW1 while giving evidence. He could therefore be regarded as the agent of the Respondent, with actual, or, failing that, ostensible authority to act on their behalf. Only the Respondents, or, one of them, could have repudiated his authority at the trial. None of them gave evidence. PW1's answer to a question posed by Mr Brewah, then Counsel for the Appellant at the trial, at page 72 of the Record that: "*I know one Hassan Kamara. I do not know whether he was Attorney for the Plaintiff in 2002*" was the farthest the Respondent had gone to dispute Hassan Kamara's authority to give consent on behalf of the Respondents. That was clearly not enough. Additionally, the Lease at paragraph 4 thereof, says in clear terms: "*Any notice required to be served on either party shall be deemed duly served if on the Lessors, by delivery to them personally, or their appointed agent, or if sent by registered post to their last known address.....*" Provision had therefore been made in the Lease for service of any notice on the agent for the Respondents. The Appellant contends that in respect of the permission to sublet, Hassan Kamara was the Respondents' agent, and that he was perfectly entitled to grant the required consent. The Appellant is right in this respect.

BREWAH & CO'S LETTER OF 21ST JUNE, 2006

26. One troubling feature in all of this is that Mr Brewah was Counsel for the Appellant at the trial. He settled the Appellant's defence and counterclaim. But at page 105, is a letter dated 21st June, 2006 bearing his signature, and the stamp of the firm, "Brewah & Co" and addressed to the Appellant herein. The letter reads: "*Dear Sir, RE: PREMISES SITUATE AT NO. 4 ECOWAS STREET, FREETOWN. We write pursuant to the instruction of Millicent Kamara-Taylor, owner of the above-mentioned premises, which you occupy. Pursuant to our instruction, we hereby write to remind you that your tenancy of the said premises expires on the 31st December, 2006. In the premises, we would want an indication of your intention as to your future tenancy of the said premises as soon as possible, otherwise our client would be at liberty to take steps as to the future tenancy of the same.*"

27. Our first comment is that this was not really a notice to quit. It purported to be a reminder that the Appellant' s fixed term tenancy was going to end on 31st December, 2006. This constituted, in any event, less than six months' notice. The Lease not for a fixed term as we have pointed above. It was for a year, with a purported option to renew annually for a period as long as 30 years. And as Mr Brewah was Counsel for the Appellant at the trial, it could be reasonably assumed that he had repudiated that letter, and thus, the instructions contained therein. Perhaps, this may explain why Mr Edwards was instructed by the Respondents, and why he, i.e. Mr Edwards had proceeded on another footing: that the Appellant was in breach of two clauses of the Lease.

28. As to the letter, Mr Brewah's signature, as stated above, appears at the bottom of the letter. Millicent Kamara-Taylor, the 1st Respondent in this appeal, is copied in. Strange then, that Mr Brewah could then later proceed to appear as Counsel for the Appellant at the trial. Perhaps, this might explain why it is, for example, that no evidence was led as to how much the Appellant had actually spent on carrying out the renovation of the demised premises - all that was tendered was the bill of costs prepared in the name of the Respondents. There was therefore, no evidence before the trial Court which could have assisted that Court to come to a conclusion as to whether the quantum of money spent on the demised premises should entitle

the Appellant to more than the renewable one-year term he had been granted.

CONCLUSION

29. As stated above, there were no real breaches of the Lease between the parties, and, Mr Edwards' letter of 8th May, 2007 was insufficient and ineffective by itself, to determine the lease. Brewah & Co's letter was not referred to in the statement of claim. This would mean that the Respondents were no longer relying on it.

30. Our view is that the Appellant acceded to six months' notice for the determination of his yearly tenancy in paragraph 3(b) of the Lease. But such notices as had been given by Brewah & Co, and Mr Edwards were both insufficient and effective to terminate the Lease. It follows that what the Court below ought to have done was to have dismissed the claim for possession on the basis that it had been sought for the wrong reasons. Nothing stops the Respondents from issuing that notice now. There is sufficient time between now and 30th November, 2019. But since the Appellant has been occupying the property since 2002, and no rent has been paid since 2007, all arears of rent for the period 2007 to 30th November, 2019 are now overdue. As stated above, it was agreed between the parties that rent for the years post 2002 would be paid at the going US Dollar rate. This Court is of the view that this is what is now due the Respondents.

ORDERS:

31. In the result, the judgment of the Court below is set aside, and we make the following Orders:

(1) This Honourable Court allows the appeal of the Appellant against the Judgment of the High Court dated 4th November, 2010. The said Judgment and the Orders made thereunder are hereby set aside.

(2) This Honourable Court Adjudges and Orders that the Lease between the Appellant and the Respondents still subsists and can only be terminated by six months' notice ending on 30th November in any year.

(3) The Appellant shall pay to the Respondents, all arrears of rent for the period 1st December, 2007 until 30th November, 2019 in the current Leone equivalent of USD2,445/00.

(4) In exercise of this Court's discretion , each party shall bear his and their respective Costs of this appeal.

THE HONOURABLE MR JUSTICE N C BROWNE -,MARKE
JUSTICE OF THE SUPREME COURT

THE HONOURABLE MR JUSTICE E E ROBERTS
JUSTICE OF THE SUPREME COURT