by the insured and excluding liability to any person being a member of the insured's household who is a passenger in the motor car unless such person is being carried by reason of or in pursuance of a contract of employment."

The policy referred to is described as Private Motor Car Policy (Comprehensive) and was on a Wolseley car /539. It incorporated a proposal which was to be the basis of the contract.

Mr. Dobbs' contention is that passenger risk covered is passenger risk whilst the plaintiff was travelling in a passenger vehicle which according to the interpretation of "passenger vehicle" in section 2 means "a motor vehicle used for carrying passengers for hire or reward" whereas in this case the vehicle in question was a private motor car. If this contention is accepted it will have the effect of excluding altogether third party risk whilst travelling in the vehicle of the Baffi Mineral Mining Company. In my opinion the liability which the plaintiff seeks to enforce is covered by the policy of insurance and in the absence of any declaration that the defendants are entitled to avoid the policy under section 11 (3) of Ordinance No. 3 of 1949, the plaintiff is entitled to the remedy which he seeks. I therefore order that the plaintiff do recover from the defendants, the White Cross Insurance Company, the sum of £2,645 12s. 6d. and costs of £96 7s. 3d. awarded the plaintiff in an action against the Baffi Mineral Mining Company less 10 per cent. excess payable. The Baffi Mineral Mining Company are liable to respect of all claims as indorsed in the policy of insurance.

The defendants to pay the taxed costs of this action.

Freetown
Jan. 27,
1961

Marke Ag.C.J.

[SUPREME COURT]

ATTORNEY-GENERAL . . . . . *Appellant*

v.

JONATHAN C. LUCAN . . . . . *Respondent*

[Magistrate Appeal 49/60]

Criminal Law—Dispersing newspaper without name and place of abode of printer on it—Newspapers Ordinance (Cap. 151, Laws of Sierra Leone, 1960), s. 9—Meaning of "disperse."

Respondent was charged in the magistrates' court with dispersing a newspaper without the name and place of abode of the printer on it contrary to section 9 of the Newspapers Ordinance. He was also charged with assisting to disperse a newspaper without the name and place of abode of the printer on it contrary to the same section. Respondent pleaded not guilty.

The case for the prosecution rested on the evidence of a detective constable who testified that he had purchased one copy of the newspaper "The Renascent African" from respondent, that respondent had had other copies for sale and that there was no name or address of the printer on the newspaper. At the close of the case for the prosecution, counsel for respondent submitted that there was no case for him to answer. The magistrate upheld this submission, saying: "In my

view it would be straining the meaning of the word 'disperse' were I to hold that by selling a copy of the paper the accused 'dispersed' the paper or assisted in dispersing the paper. . ."

The Attorney-General appealed against this decision to the Supreme Court.

Held, dismissing the appeal, that to sell one copy of a newspaper does not amount to dispersing or assisting in dispersing the newspaper within the meaning of section 9 of the Newspapers Ordinance.

Note: An appeal from this decision was allowed by the Sierra Leone and Gambia Court of Appeal on April 14, 1961, on the ground that the magistrate should have called on respondent for a defence to a charge of attempting to disperse the newspaper.

Case referred to: *Attorney-General* v. *Beauchamp* [1920] 1 K.B. 650.

Donald M. A. Macauley for the appellant.
Rowland E. A. Harding for the respondent.

MARKE AG.C.J. This was an appeal from an acquittal by the learned magistrate on the following charges:

First count: Statement of offence—Dispersing newspaper without the name and place of abode of printer, contrary to section 9 of the Newspapers Ordinance, Cap. 151.

Particulars of offence. J. C. Lucan on or about August 20, 1960, at Freetown in the Police District of Freetown, in the Colony of Sierra Leone, dispersed a newspaper entitled "The Renascent African," Vol. 5, No. 96, dated July 8, the said paper not having printed thereon in legible characters the name and usual place of abode or business of the printer of the said newspaper.

Second count: Statement of offence—Assisting to disperse a newspaper without the name and place of abode of printer, contrary to section 9 of the Newspapers Ordinance, Cap. 151.

Particulars of offence. J. C. Lucan, on or about August 20, 1960, at Freetown in the Police District of Freetown in the Colony of Sierra Leone, assisted in dispersing a newspaper dated July 8, 1960, the said paper not having printed thereon in legible characters the name and usual place of abode or business of the printer of the said newspaper.

The respondent pleaded not guilty to both charges and at the close of the case for the prosecution the respondent's solicitor made a submission that no case had been made out against the respondent. The learned magistrate in a written judgment upheld that submission and acquitted and discharged the respondent on both counts.

Against that acquittal the Honourable the Attorney-General has appealed.

On the hearing of the appeal Mr. Macauley, who appeared for the appellant, abandoned the ground of appeal on the petition of appeal and argued on the following ground of appeal which he substituted, that is to say: "That the learned trial magistrate was wrong in law in holding that by selling a copy of the paper [sic] the accused did not disperse the paper [sic] or did not assist in dispersing the paper [sic]."

The facts before the learned magistrate were that on August 20, 1960, the respondent sold one copy of a newspaper entitled "The Renascent African," Vol. 5, No. 96, dated July 8, 1960, to a detective constable, the newspaper not having at the time printed thereon the name and usual place of abode of the

printers of the said newspaper, contrary to section 9 of the Newspapers Ordinance, Cap. 151. The relevant portion of section 9 of Cap. 151 reads thus,

> " . . . and every person who shall publish or disperse, or assist in publishing or dispersing, any newspaper on which the name and place of abode of the person printing the same shall not be printed as aforesaid, shall for every copy of such newspaper so printed by him, be liable, on summary conviction to a fine not exceeding five pounds."

Mr. Macauley conceded that the words in the section " publish " or " disperse " were disjunctive and were not synonymous. So that it remains to be considered whether a person can be convicted of dispersing a newspaper which had not printed on it the name and place of abode of the person printing it by selling one copy of such newspaper.

Our Ordinance is substantially the same as section 2 of 2 & 3 Vict. c. 12, and Mr. Macauley referred me to *Attorney-General* v. *Beauchamp* [1920] 1 K.B. 650. In that case the respondent Joan Beauchamp was convicted before a Metropolitan Police Magistrate for having unlawfully published 25 copies of a newspaper on which there was not then printed the name and usual place of abode of the person who printed the same. As this was a decision for " publishing " and not for " dispersing " it does not help very much in deciding the issue in this case particularly as Mr. Macauley had conceded that these two words as used in our Ordinance were disjunctive and did not mean the same thing. The respondent in this case has been charged with dispersing and not with publishing the newspaper in question.

The word " disperse " is not defined in our Ordinance nor in the English Act. As no case has been brought to my notice in which this point has been decided—and indeed I have not been able to find one—the word has to be construed according to its ordinary English connotation bearing in mind the mischief which the Ordinance was intended to meet.

Webster defines the word as follows: 1. To cause to break apart and go different ways: to send or drive into different parts: to scatter: and he illustrates this by quoting from Cowper

> " Two lions in the still dark night
> A herd of beeves disperse."

Beeves is an old English rendering of the word beef, and means a beef creature. 2. To spread or distribute from a fixed or constant source, as to disperse news.

Mr. Crabb, in his book " English Synonyms Explained ", has this to say:

> " Between scatter and disperse there is no other difference than that one is immethodical and involuntary, the other systematic and intentional: flowers are scattered along a path which accidentally fall from the hand: a mob is dispersed by authority: sheep are scattered along the hills: religious tracts are dispersed among the poor: the disciples were scattered as sheep without a shepherd, after the delivery of our Saviour into the hands of the Jews: they dispersed themselves after his ascension, to every part of the world."

From the foregoing it could be said that the ordinary English meaning of the word " disperse " is to scatter and using the word " scatter " in the section of the Ordinance would in my opinion still preserve the objects of the section.

The learned magistrate in his written judgment states:

"The question to be determined is did the accused disperse or distribute the newspaper by selling a copy at his shop? To my mind, the offence would seem to be committed if the accused took part in distributing copies of the paper. In my view it would be straining the meaning of the word 'disperse' were I to hold that by selling a copy of the paper the accused 'dispersed' the paper or assisted in dispersing the paper."

I find the learned magistrate has rightly applied his mind to the main point in the case before him and can see no ground for upsetting his decision.

This appeal therefore fails, and I confirm the decision of the learned trial magistrate.

[SUPREME COURT]

Freetown
Feb. 23, 1961
Bankole Jones J.

IBRAHIM MOMORDU ALLIE (ADMINISTRATOR OF THE ESTATE OF ALHAJI ANTUMANI ALLIE, DECD.) . . . . *Plantiff*

v.

HAJAH FATMATTA KATAH . . . . . *Defendant*

[C. C. 310/60 and 311/60]

Real property—Bequest of property to wife for life, remainder to minor son—Conveyance of property by Official Administrator to wife in fee simple relying on "Deed of Family Arrangement"—Whether deed was "Deed of Family Arrangement"—Whether wife exercised undue influence over son—Whether sufficient evidence that deed approved by court—Whether Official Administrator acted male fide and in collusion with wife.

Bequest of property to wife for life, remainder to minor son—Purchase price not fully paid at time of testator's death—Official Administrator paid unpaid purchase price out of Testator's estate—Whether proper for Official Administrator to convey property to wife.

Momordu Allie (the testator) died on January 22, 1948. By his will he bequeathed certain properties to his wife, Hajah Fatmatta Katah (defendant), for life, with remainder to his son, Alhaji Antumani Allie (Antumani). The executors appointed in the will having renounced probate, the Official Administrator of Estates was appointed administrator of testator's estate. In July 1948, when Antumani was 18 years of age, the Official Administrator conveyed all the properties to defendant. In doing so, he relied on a "Deed of Family Arrangement," dated July 14, 1948, entered into by the Official Administrator, defendant and Antumani. Under this deed, it was agreed that some of the property in question, worth over £20,000, should be conveyed outright to defendant, while other property, worth £1,740, should be conveyed to Antumani. Defendant also agreed to pay Antumani £2,500 cash.

Antumani died on May 4, 1959. On August 6, 1960, the administrator of his estate issued a writ against defendant claiming a declaration that all the conveyances to defendant should be set aside as having been obtained from the infant Antumani against his interest and by undue influence. Defendant alleged that the deed of family arrangement had been approved by an order of court on July 14, 1948.