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06/09/19

IN THE COURT OF APPEAL OF TONGA
APPELLATE JURISDICTION
NUKU'ALOFA REGISTRY

AC 6 of 2019
(AM 6 of 2019)

BETWEEN:

REX

Appellant

AND :

SIOSAIA HAUSIA

Respondent

Coram: Whitten P
Handley J
Blanchard J
White J

Counsel: Mrs L. Folaumoetu'i SC for the Appellant
Mr D. Corbett for the Respondent

JUDGMENT OF THE COURT

Background

1. The facts as found in the Magistrates Court which have given rise to this application were as follows. In or about 2013, the Respondent to this appeal entered into an agreement with Taniela Fotukava (Taniela) to purchase a quantity of kava Taniela was then growing. The agreed purchase price was \$2000 plus a young cow to be kept and supplied upon the passing of Taniela's father.
2. By late 2016, the Respondent had only paid \$1000 of the purchase price and had substituted what was said to have been agreed as being "a young black male cow" with a "young female reddish cow".
3. At some point prior to September 2016, Taniela told the Respondent that he was cancelling the agreement because the balance of the price had not been paid. The Respondent did not accept Taniela's 'cancellation' of their agreement.

4. In September 2016, Taniela entered into a new agreement with Kesomi Siakumi (Kesomi) to sell the kava, the subject of the earlier agreement between Taniela and the Respondent, for \$18,000.
5. Thereafter, Kesomi's uncle approached the Respondent seeking to return the \$1000 he had paid Taniela, but the Respondent did not accept it.
6. In October/November 2016, the Respondent uprooted 100 kava plants the subject of his agreement with Taniela. On 12 December 2016, he uprooted another 236 plants. By that time, Kesomi had sought and obtained a search warrant from the Magistrates Court in relation kava taken by the Respondent. The warrant was executed by police and the Respondent was charged with theft of the 236 plants and unlicensed possession of a firearm. Kesomi went on to uproot and take the rest of the plants.
7. Kesomi then commenced a civil action in the Magistrates Court against the Respondent in relation to the 100 plants taken by the Respondent, and the Respondent commenced (or proposes to commence) a civil action against Kesomi in respect of the plants taken by him referred to in paragraph 6 above.
8. The 236 plants were sold and the net proceeds of sale, some \$31,185, were paid into court.
9. The particulars of the theft count were, relevantly, that the Respondent:

“did dishonestly take without any colour of right to 236 kava plants ... with intent to deprive (Kesomi) permanently of those kava plants, and also to convert those plants for the use of others without the consent of” Kesomi.
10. The particulars did not specify, as described in s.143 of the *Criminal Offences Act* whether Kesomi was the owner of the plants or whether he possessed any lawful interest in them.

Decision of the Magistrate

11. On 11 December 2018, after hearing evidence from the parties thus far mentioned as well as the Respondent's wife, Principal Magistrate Mafi acquitted the Respondent of the theft charge, on the basis that:

“... it was possible that the accused believed at the time when he uprooted the 236 kava plants, that he had [sic] right to do so.”

12. The Magistrate went further. In his reasons for decision, he made the following findings, relevantly and in summary, that:
 - (a) there was an implied term of the agreement between Taniela and the Respondent that the balance of the cash price was to be paid within a reasonable time;
 - (b) a reasonable time, in the circumstances, was within a year or two;
 - (c) by not paying the full purchase price within that reasonable time, the Respondent breached the agreement;
 - (d) the agreement came to an end when Taniela approached the Respondent asking that it be cancelled;
 - (e) therefore, the 236 larger kava plants were ‘sold freely’ to Kesomi;
 - (f) the 71 smaller plants were also validly sold by Taniela to Kesomi because the Respondent and his wife breached that agreement by substituting the smaller female cow for the larger one agreed, which Taniela did not accept; and
 - (g) therefore, the proceeds of the sale of the plants belonged to Kesomi.
13. He convicted the Respondent of the firearm charge, adjourned the matter to 15 January 2019 for sentencing and directed any submissions to be filed before that date.
14. It appears the parties returned before the Magistrate on 5 February 2019 for sentencing on the firearms offence, at which time the Magistrate asked the Crown to facilitate discussions between the Respondent and Kesomi with a view to settling all their claims concerning ownership of the kava. A further settlement meeting took place on 22 February 2019. Both were unsuccessful.
15. In his written decision and orders dated 3 April 2019, the Magistrate recorded that since his original determination, the parties had been given opportunity to file submissions regarding ‘the civil matter, that is regarding the kava crop that the trial was on’. As no settlement had been achieved, the Magistrate recorded that the kava in dispute from plots A and C were the subject of either extant or proposed civil claims between the

Respondent and Kesomi. However, he then stated that the kava in plot A belonged to Kesomi, but as it was not part of the charges at trial, he made no decision about it. Similarly, as the kava from plot C was not included in the charges, and no money from that crop was deposited into court, he made no decision about that. Finally, he confirmed his finding at trial in respect of the kava from plot B, on which the Respondent was charged, where he ‘found in favour of Kesomi’, and ordered the proceeds of \$31,185¹ to be paid out of court to Kesomi.

Appeal to the Supreme Court

16. On 4 March 2019, the Respondent applied to the Supreme Court for leave to appeal out of time against the Magistrate’s decision ordering the proceeds of the kava to be paid to Kesomi.
17. On 2 August 2019, Justice Niu ruled on the application but also dealt with the substantive appeal *instanter*. He allowed both.
18. At [7], the judge held:

“Where there is a claim by the accused in a criminal trial that he in fact is the owner of the thing alleged to have been stolen by him, and the complainant denies and disputes that claim, the criminal court has no jurisdiction to decide who the true owner of the thing is. Only a civil court with the jurisdiction to decide the same can decide it. The criminal court trying the person charged with theft of the thing has no need to decide who the owner of the thing is if the ownership is disputed between the complainant and the accused. In fact it has no authority to decide it. What it has authority to decide is whether or not the accused committed this offence with which he is being charged. All it needs to decide is whether or not at the time the accused took the thing he dishonestly took it without any colour of right in the thing with intent to deprive the owner of it or to deprive any other person who has an interest in it. If it finds that the accused took the thing whilst honestly thinking that he had a right to it, it must acquit the accused, and it must order the return of the thing to him. It must do that because he had the right to have it in his possession and it was wrong for the police to have taken it from him under the warrant issued by the Court. In the present case, the complainant ought to have sought a court order from the Supreme Court in its civil jurisdiction for the seizure and removal

¹ The Magistrate’s reasons refer, more than once, to an amount of “\$311185”. We assume that to be a typographical error.

of the kava from the accused so that that Court, which has the jurisdiction to decide ownership of goods of value of over \$10,000, can properly decide the correct owner of the kava.”

19. His Honour went on [8] to observe that pursuant to s.192 of the *Criminal Offence Act*, whenever a person is convicted of stealing or otherwise criminally obtaining any property, the Court may order the property to be delivered to the person who from the evidence appears to the court to be entitled thereto. He observed that as the Respondent had been acquitted, s.192 did not empower the Magistrate to make the subject order.
20. The judge also observed [11] the difference between the criminal and civil standards of proof, and, importantly, that the value of the kava exceeded the monetary limit of the Magistrates Court’s civil jurisdiction [12].
21. At [13], the judge noted, again importantly, that the issue of ownership between the Respondent and Kesomi was not clear and needed to be decided by the civil court. That issue included whether or not ownership of the kava remained with Taniela when he purported to sell to Kesomi, for if not, Taniela would be confined to a damages claim against the Respondent for breach of their original agreement. We infer that His Honour meant, but did not expressly state, that in that event, the subsequent sale from Taniela to Kesomi would be unenforceable for Taniela’s want of title.
22. Finally, the judge referred [15] to s.51(3)² of the *Magistrates Court Act*, which requires every Magistrate to carefully preserve any item seized under a search warrant, and if no person is convicted, to order the article to be restored to the person from whom it was taken by virtue of the search warrant, provided that no such order of restoration shall be made if the possession of the article is an offence according to any law for the time being in force.
23. Accordingly, the judge set aside the Magistrate’s order and ordered that the proceeds with interest be paid to the Respondent, and that the Crown pay the Respondent’s costs of that appeal.

² Stated in the reasons as “S.52(3)”, but as the text which followed was in fact that of s.51(3), we again assume a typographical error.

This appeal

24. On 16 August 2019, the Crown filed a Notice of Appeal to this court seeking that the orders of Niu J be quashed and the proceeds be returned to Kesomi; alternatively, that they be retained in court pending any order from the ‘appropriate Court on ownership’. It also appeals against the costs order below.
25. The grounds of appeal may be summarised as:
- (a) the judge erred because the Magistrate made a finding of fact that the Respondent had no right to the kava or its proceeds, and the judge did not find otherwise;
 - (b) ‘naturally’, the proceeds should therefore be returned to Kesomi, and it would then be a matter for the Respondent to make a civil claim;
 - (c) alternatively, as there was a dispute over ownership, the funds should be retained in court pending an order from the appropriate court on ownership; and
 - (d) there was no legal basis or proper adjudication by the judge for the costs order against the Crown.
26. On 20 August 2019, Acting President Cato stayed the judge’s orders pending determination of this appeal.

Crown’s standing

27. Section 91(1) of the *Constitution* permits appeals to this court by any party to proceedings in the Supreme or Land Courts ‘who is aggrieved’ by a decision thereof, subject to the provisions of any Act of the Legislative Assembly. Section 74 of the *Magistrates Court Act* grants, in every civil and criminal case, a right to any party to appeal to the Supreme Court from the judgment, sentence or order of a Magistrate; and a further right to any party to such appeal to appeal on a point of law to the Court of Appeal with the leave of the Supreme Court or the Court of Appeal. Subject to identification of a relevant point of law and the granting of leave to appeal that point, the Crown has standing to bring this appeal.
28. However, it was not entirely clear to us, save for the issue of costs below, what interest the Crown had in bringing this appeal or how it is aggrieved by the decision below to

alter the recipient of the proceeds of sale of kava, the ownership of which is disputed on the bases of not uncomplicated issues of contract law. The remaining disputes between the Respondent and Kesomi (and possibly Taniela) are now very much civil law matters.

29. When asked, Mrs Folaumoetu'i SC conceded that this appeal, whilst originating from a criminal proceeding, concerned essentially a civil dispute between the Respondent and the Complainant. The involvement of the prosecution in the Magistrate Court proceedings in seeking to facilitate settlement discussions between the Respondent and the Complainant, and the Crown bringing this appeal makes this an unusual case. It could perhaps be said that the Crown has an interest in the context of its prosecution of criminal matters concerning theft of property to have clarified the extent to which, if at all, criminal courts ought venture in determining disputed ownership claims which are enmeshed in and governed by issues of contract law. More specifically to this case, Mrs Folaumoetu'i SC did contend that the Crown had an interest in the judge's interpretation and application of s.51(3).

Crown's submissions

30. The Crown submitted that in considering the various elements of the theft charge, the Magistrate was required to determine ownership or whether the property belonged to the alleged victim or the Defendant, and that in doing so, he applied principles of contract law. It submits that the Magistrate believed beyond reasonable doubt that the Respondent breached its agreement with Taniela, as a result of which, Taniela was free to sell the kava to Kesomi and that the proceeds of sale of the kava therefore belonged to Kesomi. As a matter of principle, the Crown submits [14] that 'where issues or questions arise during a criminal trial, that can be determined by a civil court, overlap with elements of a criminal offence, the criminal court has the jurisdiction to determine such issues or questions'.
31. The Crown further submits [21] that s.192 of the *Criminal Offences Act* 'does not expressly restrict a criminal court in giving property to another person if the accused is acquitted'. Further that the proceeds in this case could not have been restored to the Respondent pursuant to s.51(3) of the *Magistrates Court Act* because to do so after determination of ownership would have amounted to a criminal offence (theft).

32. Alternatively, the Crown submits that in light of the ongoing civil disputes between the Respondent and Complainant, the judge should have ordered the proceeds to be retained by the court until those parties obtained an order from the Supreme Court on ownership.
33. In relation to the costs order against it below, the Crown submits that it is 'not normal for a court to order costs against the Crown in criminal cases because to do so would be to penalise the Crown for performing its public duty'. It relies upon the decision of Finnigan J in *Rex v Tonga* [2000] Tonga LR 40 for the proposition that costs should only be awarded against the Crown on 'novel points' or where there would be 'injustice to the accused if costs are refused'.

Respondent's submissions

34. Mr Corbett, who appeared for the Respondent, filed submissions some 20 minutes prior to the scheduled hearing time for this appeal. The Crown was permitted a right to seek time for reply if required. That did not prove necessary.
35. The Respondent supported the judge's:
- (a) rejection of s.192 of the *Criminal Offences Act* as being inapplicable by reason of the Respondent's acquittal;
 - (b) interpretation and application of s.51(3) of the *Magistrate Court Act* as compelling the Magistrate to order the return of the proceeds to the Respondent; and
 - (c) finding that the Magistrate lacked jurisdiction to determine the disputed issue of ownership due to the value of the kava.

Consideration

36. This case raises two issues of criminal practice and procedure where ownership of property the subject of a theft charge is disputed on contractual grounds.
37. The first is the extent to which a Magistrate is required to enquire into and determine issues of ownership, and the effect of any such determinations on civil rights. The

second concerns the appropriate approach to restoration or return of property on which an accused charged with the theft of it is acquitted.

38. It was incumbent on the Magistrate to consider and determine whether the prosecution had established beyond reasonable doubt each of the requisite elements of the charge before him. As the Crown rightly points out, one of those elements was whether the property the subject of the charge belonged to another. It was implicit in the particulars of offence that the prosecution advanced Kesomi as either the owner of the plants or a person possessing a lawful interest in them.
39. The evidence clearly established that there were (and are) disputes as to ownership between the Respondent and Complainant in respect of other kava plants adjacent to those the subject of the charge which each claimed to have purchased from Taniela. Those disputes are the subject of either extant or proposed civil proceedings.
40. The underlying claims to the civil disputes provided the basis for the defence advanced by the Respondent at trial - an honest and reasonable belief that he had a right to the plants – which the Magistrate accepted. That finding itself was sufficient to dispose of the matter.
41. Insofar as the Magistrate's reasons revealed them, there were issues of contract law concerning the competing claims of ownership arising out of the contractual dealings between each of the Respondent and Complainant with Taniela. The Magistrate seized on breach. There were, and may potentially be, further issues yet to be considered and decided in civil proceedings. For instance, Kesomi's claim depended on whether Taniela retained ownership at the time of their agreement. The question of whether Taniela retained title to be able to pass it to Kesomi depended on whether, and if so when, property in the kava had passed to the Respondent pursuant to his earlier agreement with Taniela.³ As the judge noted, on one analysis, in the event of breach by the Respondent, Taniela's relief was in damages. If the Respondent's conduct overall amounted to a repudiation of his agreement with Taniela, which the latter accepted, and

³ At common law, whether property passes depends upon the intention of the parties: *Mitchell v Ede* (1840) 11 Ad & El 888; [1840] EngR 259; 113 ER 651. The intention of the parties, as shown by the terms of the contract, the conduct of the parties and the circumstances of the case determine the time when the property in the goods is to be transferred: Halsbury's Laws of England, 4th Ed, Vol 41 at 648. If a purchaser defaults on making payment of the balance of the purchase price after possession and title have passed to the purchaser then the vendor can sue for recovery of the debt but a vendor is not entitled to re-possess the subject matter of the sale: *Fukofuka v Peacock* [2001] Tonga LR 86.

thereby brought that agreement to an end, other relief at common law may be available. Further and allied considerations may include the rights of the unpaid seller and issues of account or restitution where, as here, the Respondent applied effort and no doubt money in the harvesting, processing and packaging of the kava by the time of his arrest.

42. Such potential complexities attendant on disputed civil ownership claims 'do not have to be considered when the alleged act of appropriation is coincidental with transfer of ownership. That is consistent with Lord Roskill in *Morris* [1984] AC 320, where he indicated that difficult questions of whether contracts were void or voidable on the ground of mistake or fraud or whether any mistake is sufficiently fundamental to vitiate a contract should, so far as possible, be confined to those fields of law to which they are immediately relevant. The stricture against becoming involved in the intricacies of the civil law cannot apply in all circumstances since it is sometimes not possible to ignore it. For example, it may be necessary to determine to whom property belongs well before, rather than immediately before, any alleged act of appropriation.' Blackstones Criminal Practice, Blackstone Press Ltd, 1993 at B4.21, citing *R v Walker* [1984] Crim LR 112, a decision relied upon by the Crown in this appeal.
43. In *Walker*, the complainant there returned a defective video recorder for repair. Walker sold the recorder. He was charged with theft. His defence was that the complainant had rejected the recorder and sued Walker for the price of it, so that ownership of it had reverted to Walker. Dunn LJ, giving the judgment of the Court of Appeal stated that:

'a careful direction as to the law relating to the passing of property and rejection of goods under the provisions of the Sale of Goods Act [1979] was plainly required' and that 'there is no distinction between the civil law and the criminal law.'

44. See also *Parker v R* (1997) 186 CLR 494 where Brennan CJ held:

"In such a situation, the determination of the ownership of the money in the account and the character of the money withdrawn raises a question of mixed fact and law, sometimes technical law. The practice under the Theft Act is for the trial judge to direct the jury as to the facts of which they must be satisfied in order to be satisfied as to the ownership of what has been appropriated in the light of the judge's own determination of the applicable law. That is a practice which ought to be followed in this country. It is the applicable law that has to be determined on this appeal."

45. Similarly, following convictions for theft and related property offences, restitution orders should only be made 'in the plainest cases': *R v Ferguson* (1970) 54 Cr App R 410. A restitution order should not be made where the question of title to goods is unclear: Blackstones at E15.1 citing *Church* (1970) 55 Cr App R 65 and *Calcutt* (1985) 7 Cr App R (S) 385, at p. 390 where Woolf J opined:

"...the criminal courts are not the appropriate forum in which to satisfactorily ventilate complex issues as to the ownership of such money or goods. In cases of doubt it is better to leave the victim to pursue his civil remedies ... On the other hand, in appropriate cases where the evidence is clear, it is important that the court should make proper use of the power to order restitution since this can frequently avoid unnecessary expense and delay in the victim receiving the return of his property."

46. Any determination as to ownership by the Magistrate in the course of, and for the purposes of, a criminal trial in which the accused is acquitted, is plainly not capable of creating any res judicata or issue estoppel in any concurrent or subsequent civil proceedings on the issue involving the accused and the complainant. It is conceivable that any such civil proceedings arising out of the instant case might also involve findings which affect the rights of Taniela, which could not occur in the criminal proceeding.
47. Regardless of the extent to which a criminal court may be required to consider civil law concepts in the course of determining the elements of the offence/s before it, we agree with the judge that given the value of the kava or quantum of the proceeds of its sale exceeded \$10,000, and given the acquittal, the Magistrate had no jurisdiction to make any orders purporting to determine legal ownership or give effect to such determination.

Leave to appeal

48. During the course of submissions, the Crown applied for leave to appeal on a point of law as required by s.74(2) of the *Magistrates Court Act*. Mrs Folaumoetu'i SC conceded, correctly in our view, that s.192 of the *Criminal Offences Act* could not be engaged upon an acquittal. The remaining point of law identified and pursued by the Crown therefore was whether, on the proper interpretation and application of s.51(3),

the Magistrate had the power to return the proceeds to the Complainant rather the Respondent.

49. The Crown conceded that the operative part of the section, applied to the present case, meant that the Magistrate did not have power to return the proceeds to the Complainant, subject only to the proviso. Insofar as the proviso prohibits such restoration 'if the possession of such article is an offence', it is more appropriately directed, in our view, to offences such as possession of illicit drugs or prohibited imports. Mrs Folaumoetu'i SC again properly conceded that if here, the Magistrate had ordered the return of the proceeds to the Respondent, in accordance with the operative provision, it could not thereafter be said that the Respondent's possession of the proceeds – as a result of a court order – could amount to theft.
50. It follows that the judge's decision based on the operation of s.51(3), and order that the proceeds be returned to the Respondent, was plainly correct.
51. In our view, there is insufficient merit in the Crown's argument on the interpretation of s.51(3), to warrant the grant of leave to appeal. Further, no arguable error in the judge's reasons on the substantive issue has been demonstrated.
52. Accordingly, leave to appeal on grounds 1 and 2 of the Notice to Appeal is refused.

Costs below

53. On the question of leave to appeal the judge's costs order below against the Crown, again no error of law was identified by the Appellant in its written material or during the course of submissions. No issue was taken as to the judge's power to make the order he made, nor did the Crown advance any basis upon which it might be contended that the judge's broad discretion on costs of the appeal before him miscarried. It was clear that the order made reflected the usual approach in civil cases of costs following the event.
54. The Crown's submission 'that it is not normal for a Court to order costs against the Crown in criminal cases because to do so would be to penalise the Crown for performing its public duty' was based solely on the remarks of Finnigan J in *Rex v Tonga* [2000] Tonga LR 40. There, his Honour refused an application for costs against the Crown when, on the day of trial, Crown counsel offered no evidence on the charges.

He did so on the basis that he was 'satisfied that there (was) no novel point, and no injustice to the accused if costs are refused'. His Honour further reasoned that had the trial proceeded on the evidence the Crown had, and the accused had been acquitted, the Court would not have awarded him costs. The Crown had not argued that the Court was without jurisdiction to award costs against the Crown in criminal cases, and noted the decision in *Laino Latu v The Police*, Cr App 673/96, dated 5 March 1997 as an example where such an order had been made. Finnigan J continued:

"However, it is not normal for the Court to do so. This is because, as Ward CJ noted in R v Sione Foueti, unrep Cr 933/92, Ruling delivered 20 April 1995, to award costs on acquittals as a normal course would be to penalise the Crown for performing its public duty."

55. *Rex v Tonga* is plainly distinguishable from the present case. It does not assist on the question of appropriate costs orders in criminal appeals from the Magistrates Court, much less in respect of the main issue on this appeal, namely, orders as to restoration of the property upon acquittal. Alternatively, if any considerations of novelty or injustice to the accused were to be applied here, they would support the order made below.
56. But that is not the end of the matter.
57. Part VII of the *Magistrates Court Act*, which includes s.74, provides for and regulates the procedures for appeals from that court. Section 82 requires that immediately after the decision on appeal has been given, the Registrar of the Supreme Court shall transmit to the Magistrate a certificate in Form 18 in the Schedule thereto and such certificate shall be a sufficient authority to the Magistrate for the execution of such decision and for the issue of any warrant of distress or commitment which may be required for its enforcement. Section 83(1) provides that the certificate shall state the amount of costs (if any) awarded by the Supreme Court and such costs shall be payable to the clerk. The certificate, in Form 18, explicitly provides for insertion of the sum of costs ordered by the Supreme Court on appeal.
58. Mr Corbett candidly informed us that, at the hearing below, the Respondent did not specify a sum for costs in the event it was successful. The costs order made by the judge did not specify the quantum to be paid. Had the judge, upon delivering his decision on the substantive appeal, then adjourned the matter for submissions on costs and quantification thereof, the final orders may well have included a fixed sum for the

costs ordered in favour of the Respondent here, but that did not happen. In our view, the omission of a fixed costs sum rendered the order incapable of enabling a proper s.82 certificate to be filed with the Magistrates Court for the purpose of execution. The costs order is therefore invalid.

59. On that basis, we grant leave to appeal against the costs order below. We allow the appeal on the basis stated above, and set aside the costs order below. However, the matter will be remitted back to the judge for assessment of the appropriate costs sum of the appeal below.

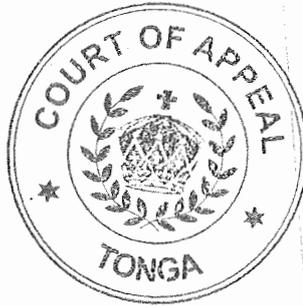
Costs of this appeal

60. The Respondent has been successful on the substantive issue and substantially successful on the costs issue. The question of what, if any, costs orders on this appeal can or should be made in consequence thereof depends on, among other things, the proper characterisation of the nature of the appeal itself.
61. If the appeal is to be regarded as a criminal appeal under Part III of the *Court of Appeal Act*, then s.25 stipulates that no costs shall be allowed to either side. If it is a civil appeal under Part II thereof, s.11 provides that for the hearing and determination of this appeal, the Court of Appeal shall have all the power, authority and jurisdiction of the Supreme Court, which is similarly reflected in O.8 r.1(2) of the Court of Appeal Rules.
62. In our view, in light of the somewhat hybrid nature of this appeal, and the degree of success enjoyed by the Respondent, it is appropriate to order partial costs in favour of the Respondent. We allow \$500 for counsel's fees on the appeal together with the sum of \$75 on account of the court fee payable by the Respondent for a copy of the appeal book, making a total of \$575.

Result

63. Leave to appeal on grounds one and two is refused.
64. Leave to appeal on ground three in respect of the costs order below is granted and the appeal on that ground is allowed. The costs order below is set aside and the question of the appropriate assessment of those costs is remitted back to the judge for further order in accordance with these reasons.

65. The Appellant shall pay the Respondent's costs of and incidental to this appeal fixed in the sum of \$575



Whitten P

Whitten P

Handley J

Handley J

Blanchard J

Blanchard J

White J

White J