23,1958

No. 1 of 1958.

IN THE PRIVY COUNCIL

ON APPEAL

FROM THE COURT OF APPEAL OF NEW ZEALAND

52163

B E T W E E N : JOHN NEIL MOUAT Appellant

- and -

BETTS MOTORS, LIMITED Respondents

CASE FOR THE RESPONDENTS

RECORD

1. This is an appeal from a judgment, dated the 8th March, 1957, of the Court of Appeal of New Zealand (Gresson and McGregor JJ., Adams, J. dissenting), dismissing an appeal from a judgment, dated the 26th June, 1956, of the Supreme Court of New Zealand (Barrowclough, C.J.), ordering the Appellant to pay to the Respondents £543 damages for breach of contract. p.41 p.25

2. The appeal concerns a Chevrolet motor car imported into New Zealand from North America. At the material time such imports were controlled by the Import Control Regulations, 1938 (hereinafter called 'the Regulations'), made under the Customs Act, 1913. The following are the relevant provisions of the Act and the Regulations :

Customs Act, 1913

46. (1) x x x x x x x x x x

(2) The Governor-General may from time to time, by Order in Council, prohibit the importation into New Zealand of any goods the prohibition of the

importation of which is, in his opinion, necessary in the public interest, or for the protection of the revenue, or the efficient administration of the Customs Acts, or the prevention of fraud or deception, whether in relation to the Customs Acts or not, or the prevention of any infectious or contagious disease, or the sale of which in New Zealand would be an offence against the law.

x x x x x x x x x x

(7) The powers conferred on the Governor-General by this section shall extend to authorise the prohibition of the importation of goods either generally or from any specified place or person, and either absolutely or so as to allow the importation thereof subject to any conditions or restrictions.

x x x x x x x x x x

Customs Acts Amendment Act, 1939

8. Section 46 of the principal Act is hereby amended by repealing subsection 7 thereof .... and substituting the following subsections:-

"(7) The powers conferred on the Governor-General by subsection two of this section shall extend to authorise -

(a) the prohibition of the importation of any specified goods,

(b) the prohibition of the importation of goods of any specified class,

(c) the prohibition of the importation of all goods except goods of a specified class or of specified classes,

(d) the prohibition of the importation of all goods whatsoever (without specification of such goods or of the class or classes to which any such goods belong).

(8) The prohibition of the importation of any goods as aforesaid may be general or may be limited to the importation of such

goods from any specified place or by or from any specified person or class of persons. Any such prohibition (whether general or limited) may be absolute or conditional. A conditional prohibition of the importation of any goods may allow their importation pursuant to a license or permit to be issued by the Minister or by any other prescribed person, or may allow their importation with the consent of the Minister or of any other prescribed person, or may allow their importation upon or subject to any other prescribed conditions whatsoever.

(9) Where by any Order in Council under this section the Minister or any other person is empowered to issue a license or permit authorising the importation of any goods, any such license or permit may be issued upon or subject to any terms and conditions (if any), not inconsistent with the provisions of the Order in Council, as may be imposed or approved by the Minister."

Customs Acts Amendment Act, 1953

3. (1) Section 46 of the principal Act (as amended by section 8 of the Customs Acts Amendment Act, 1939) is hereby further amended by adding the following subsections :-

"(10) Where any goods have been imported into New Zealand (whether before or after the commencement of this subsection) pursuant to a licence or permit or consent granted under an Order in Council made under this section, and the licence or permit or consent was granted upon or subject to any term or condition, and any person commits any breach of that term or condition or fails in any respect to comply with it, or is knowingly concerned in any such breach or non-compliance, he shall be liable to a penalty of two hundred pounds or the value of the goods, whichever is the greater, and the goods shall be forfeited."

x x x x x x x x x x

Import Control Regulations, 1938

1. These regulations may be cited as the Import Control Regulations 1938.

2. These regulations shall come into force on the 7th day of December, 1938.

3. In these regulations, -

"Minister" means the Minister of Customs:

"License" means a license issued under the authority of these regulations:

"Licensing officer" means an officer of Customs being the Comptroller of Customs, or a Collector of Customs, or any other officer of Customs authorized by the Minister to act as a licensing officer for the purposes of these regulations.

4. The importation into New Zealand of any goods is hereby prohibited except -

(i) Importation pursuant to a license granted by the Minister as hereinafter provided:

(ii) Importation pursuant to an exemption granted by the Minister under clause 15 of these regulations.

5. The provisions of the last preceding clause hereof shall apply notwithstanding that a licence or permission to import any goods may have been heretofore granted or may hereafter be granted in accordance with any other provision of law, and the issue of a license under these regulations shall not absolve any person from compliance with any other provision of law relating to the importation of goods.

x x x x x x x x x x

11. The Minister may grant any license subject to such conditions as he thinks fit to

impose, and in particular any license may specify a period within which goods comprised in the license may be imported.

12. The Minister may, by notice in writing to a licensee given at any time prior to actual shipment of the goods from the country of export to New Zealand, revoke any licence or modify the terms and conditions thereof.

x x x x x x x x x x

Import Control Regulations 1938, Amendment No. 1.

1. These regulations may be cited as the Import Control Regulations 1938, Amendment No. 1, and shall be read together with and deemed part of the Import Control Regulations 1938 (hereinafter referred to as the principal regulations).

2. The principal regulations are hereby amended by inserting, after regulation 14, the following regulation :-

"14A. (1) The Minister may from time to time, by writing under his hand, either generally or particularly, delegate to the Board of Trade established under the Board of Trade Act, 1950, all or any of his powers and functions under these regulations, but not including this present power of delegation.

"(2) Subject to any general or special directions given or conditions attached by the Minister, the Board of Trade may exercise any powers or functions delegated to it under this regulation in the same manner and with the same effect as if they had been conferred on the Board directly by this regulation and not by delegation.

"(3) Where the Board purports to act pursuant to any delegation under this regulation it shall be presumed to be acting in accordance with the terms of the delegation in the absence of proof to the contrary.

"(4) Every delegation under this regulation shall be revocable at will, and no

such delegation shall prevent the exercise of any power or function by the Minister or by any licensing officer acting pursuant to a delegation under regulation 13 hereof.

"(5) Any delegation under this regulation shall, until revoked, continue in force according to its tenor, notwithstanding that the Minister by whom it was made may have ceased to hold office and shall continue to have effect as if made by the successor in office of that Minister."

3. The said Chevrolet car was imported into New Zealand under a license, issued by virtue of the Regulations. This licence, in accordance with regulation 11 of the Regulations, was
p.55,ll. 1-19 issued subject to certain conditions promulgated by the Board of Trade, breach of which was punishable under s. 46(10) of the Customs Act.
pp.43-45 Of these conditions the following are the most important for the purposes of this appeal :

"9. In order to assist in ensuring distribution for essential needs, each dealer will require the purchaser to sign a deed of covenant or an agreement that in consideration of the payment of, say, 1/- by the dealer the purchaser will not within a period of two years from the date of purchase of the new car sell or transfer or otherwise dispose of the car except to resell it to the dealer at the price which the car has been sold, less depreciation at a fixed rate.

10. Upon a purchase by a dealer under the preceding paragraph, the dealer will not resell the car at a price exceeding the price at which the car was sold new, plus any necsssary reconditioning cost charged at ordinary rates. The dealer will sell the car only to a person who comes within the conditions laid down for the sale of new cars either under paragraphs 3 and 4 or under paragraphs 5 and 6 above, but it shall not be necessary for the dealer to sell the car to a person of the same class as first purchased it. On any resale, the dealer will require the purchaser to enter into a deed of covenant or agreement of the kind set out in the preceding paragraph to cover the unexpired balance of the original period of two years.

11. When an applicant for a new North American car, or any purchaser referred to in paragraph 10 above, completes a dealer's application form he must also sign a statutory declaration as to the information given in his application."

4. The following provisions of the Control of Prices Act, 1947 are also relevant to this appeal :

"2. (1) Price in relation to the sale of any goods or to the performance of any service, includes every valuable consideration whatever whether direct or indirect: and includes any consideration which in effect relates to the sale of any goods or to the performance of any services, although ostensibly relating to any other matter or thing.

x x x x x x x x x x

29. (1) While a Price Order or a special approval in respect of any goods remains in force, every person who, whether as principal or agent, and whether by himself or his agent, sells or agrees or offers to sell any goods to which the Order or approval relates for a price that is not in conformity with the Order or approval commits an offence against this Act."

5. The contract by which the Respondents sold the said car to the Appellant was subject to a special approval, whereby the Director of Price Control approved a maximum retail selling price of £1,207 for the type of Chevrolet motor car with which this appeal is concerned. pp.56-57

6. The Respondents are motor dealers at Westport, and hold from General Motors N.Z., Ltd. the franchise for Chevrolet cars for the Buller area. In October, 1954 the Appellant approached Mr. Slee, the Respondents' managing director, for the allocation of a Chevrolet car. Mr. Slee gave him the Board of Trade conditions and an application form to take home and read, and particularly mentioned to him the condition that, if a North American car were to be allocated to him, he would not be able to sell it for two years, or, if he did, would be liable to pay damages of £1,000 to the Respondents. After two days the p.7,ll. 19-22. p.8,ll. 1-12.

Appellant brought back the form, duly completed, and the conditions. Mr. Slee sent the form with his recommendation to General Motors N.Z., Ltd., and at the end of 1954 received their approved recommendation sheet, allocating a Chevrolet car to the Appellant. The Appellant was then uncertain whether he wanted it, saying that he thought he could get a Dodge motor car, but eventually he decided to take the Chevrolet. The Appellant's father took delivery of it on the 7th March, 1955.

p.8,ll. 17-25.

p.8,ll. 27-42.

7. Before taking delivery the Appellant's father, acting under a power of attorney granted to him by the Appellant, signed an agreement with the Respondents. This agreement recited the Appellant's request to the Respondents for the sale of the Chevrolet car, and his agreement, in consideration of the Respondents' agreement to sell and deliver the car 'and for the further consideration hereinafter appearing', to enter into the agreement. In consideration of the premises and of one shilling paid by the Respondents to him, the Appellant agreed that he would not during the space of two years after the delivery of the car to him deal with it in any manner (except by will) whereby the property in the car would be, or might be or become liable to be, transferred to or vested in any other person or corporation, without first offering the car to the Respondents at the original sale price less depreciation of £10 for every complete 1,000 miles run by the car since its delivery to the Appellant, but so that such depreciation should not amount to less than £50 or more than £150. The Appellant also agreed to pay £1,000 to the Respondents for every breach of the agreement. On the execution of this agreement, Mr. Slee tendered to the Appellant's father the consideration of one shilling, but the Appellant's father refused to take it.

p.8,l.42-p.9,l.3.

pp.53-54.

p.9,ll. 14-17.

8. In May, 1955 the Appellant sold the car to a motor dealer in Christchurch, named Hazeldine, for £1,700. He did not before doing so make any offer of the car to the Respondents. Hazeldine resold the car in June, 1955 for £1,900.

p.6,ll. 24-27.

p.9,ll. 23-25.

9. The Respondents started the present proceedings in the Supreme Court of New Zealand

p.6,l.28.

against both the Appellant and his father. The Appellant's father was sued because it was uncertain whether he had had the Appellant's authority to enter into the agreement of the 7th March, 1955. This authority was admitted in the Defence, and the action was then discontinued against the Appellant's father. p.4,ll. 14-16.

10. In their Statement of Claim, dated the 23rd January, 1956, the Respondents recited the material facts set out in paragraphs 6, 7 and 8 of this Case, and claimed damages of £1,000 and an order for the return of the car. By the Defence, dated the 8th February, 1956, the Appellant admitted the facts (with immaterial exceptions), but alleged that the agreement of the 7th March, 1955 was illegal and void by virtue of the Control of Prices Act, 1947, s.29 (1), and the sum of £1,000 claimed was a penalty and not liquidated damages. He also alleged that the Respondents had suffered no injury. pp.1-4. pp.4-5.

11. The action was tried before Barrowclough, C.J. on the 1st and 3rd March, 1956. The evidence for the Respondents was the following:-

(i) Raymond Charles Bennett, Civil Servant, produced the certificate of registration of the motor car in question issued in the name of the Appellant on the 3rd March, 1955. He also produced a change of ownership form dated the 30th May, 1955 from the Appellant to Gordon Webb Hazeldine of Christchurch, motor dealer, and a further change of ownership form dated the 2nd June, 1955 from Hazeldine to one Clayton. p.6,ll. 5-18.

(ii) Gordon Webb Hazeldine, motor dealer, of Christchurch, said that in May, 1955 he purchased from the Appellant the Chevrolet car in question for the sum of £1,700 and resold it in June, 1955 for £1,900. At the time of purchase the mileage of the car was four thousand miles. The fair market value of the car in May or June, 1955 was £1,900. p.6,ll. 20-30.

(iii) Thomas Geoffrey Slee, the Respondents' managing director, gave evidence of the facts set out in paragraphs 5 and 6 of this Case. The Respondents suffered loss as a result of the Appellant's breach, by reason of the complaints of other applicants, some of whom had taken their pp.7-11. p.9,ll. 27-42.

custom away from the Respondents, and by the loss of business represented by the car leaving the Respondent's area.

p.11. (iv) Henry Arthur Penny, the officer in charge of the Import Licensing Section of the Wellington District Officer of the Customs Department, said that under powers delegated to him by the Minister of Customs in respect of the granting of licences to import goods, he had issued licence No. E 12639 to General Motors N.Z., Ltd. on the 20th April, 1954. On the 4th June, p.55,ll 1-19. 1954 he informed General Motors N.Z., Ltd. that the licence was issued subject to the condition that the vehicles would be distributed in accordance with the conditions to be determined by the Board of Trade (Exhibit K). He testified to the authenticity of the letter sent on the 5th pp.55-56 August, 1954 (Exhibit L) by the Comptroller of Customs to General Motors N.Z., Ltd. forwarding a copy of the Board of Trade Conditions, dated p.56,ll. 1-11. the 30th July, 1954. In the third paragraph it was stated that the Board stressed that the importers would be responsible for ensuring compliance with the regulations, and might suffer as a result of any breach.

pp.12-13. (v) Maurice Charles Smith, manager, sales staff of General Motors N.Z., Ltd., stated that p.12,ll. 22-24. his Company attached great importance to compliance with the Board of Trade conditions, by reason of the contents of the third paragraph of the Comptroller of Customs' letter of the 5th pp.46-50. August, 1954 (Exhibit L). The letter sent by General Motors to all Chevrolet dealers on the p.12,ll. 35-39. 18th August, 1954 (Annexure to Exhibit F) was to ensure due compliance with those conditions. p.13,ll. 2-4. On the 24th August, 1955 a letter was received by General Motors from the Director of Price pp.56-57. Control stating that the maximum price for 1954 Chevrolet Sedans was £1,207 (Exhibit M).

p.13. (vi) Gordon William Fairweather, managing director of Blackwell Motors of Christchurch, a former President of the New Zealand Retail Motor Trade Association, stated that his Company held the Chevrolet franchise for the Canterbury District from General Motors. He said that the market price of Chevrolet cars exceeded the list price, and in the case of a 1954 Chevrolet car which had done less than five thousand miles, the

market price in June, 1955 would have been between £1,700 and £1,800.

12. The Appellant called one witness, Edgar Thomas Lockington, director of Westport Car Sales, Ltd. and other motor companies. He said that the market price of the car in question on the West coast in 1954 would have been between £1,200 and £1,300. In cross-examination, he admitted that a dealer on the West coast could take a car to Christchurch and get a higher price for it there. On the 27th October, 1954 the Appellant had applied to him for a new Dodge car. The Appellant had said in the application that he had already applied to the Respondents for a new car, and had undertaken to withdraw his application to the Respondents if he received a car from Lockington. Lockington had supplied a new Dodge car to the Appellant about May, 1955, and the Appellant had subsequently sold it to Hazeldine in Christchurch.

pp.14-15. p.14,11. 15-23. p.14,11. 34-42. p.14,1. 43-p.15,1. 11.

13. Barrowclough, C.J. delivered his judgment on the 1st June, 1956. He set out the facts, and said that the contention of the Appellant was that the preemptive right given to the Respondents by the agreement of the 7th March, 1955 was a 'valuable consideration', and so within the definition of 'price' in the Control of Prices Act. The price for which the car was sold, it was contended, was therefore £1,207 plus the value of that right, and that price was said to exceed the maximum approved price under that Act. The learned Chief Justice held that the preemptive right was a valuable consideration but nevertheless did not fall within the definition of 'price' in the Control of Prices Act. That definition included every consideration having relation to the value of the goods. The Respondents had been content to sell the car for £1,207 and nothing more. The agreement had been imposed on both parties 'ab extra', and the benefit accruing under it to the Respondents lacked the essential elements of price, which, under the Control of Prices Act, consisted of every consideration inducing the vendor to part with the article sold. The Appellant had entered into the agreement because if he had not done so the allocation of such a car to him could not have been implemented, not because it had been part of the price of the car. The possible benefit to the Respondents under the agreement was not a

pp.15-18. p.18,1.30-p.19.1.3. p.19,1.6-p.21,1.9. p.21,1.9-p.22,1.20. p.22,1.42-p.23,1.21.

circumstance inducing the sale and could not be regarded as part of the price, so did not 'relate to the sale'. The sale, therefore, did not offend against the Control of Prices Act, and breach of the agreement gave rise to a cause of action.

p.23,ll. 22-28. Turning to the question of damages, the learned Chief Justice held the sum of £1,000 mentioned in the agreement to be a penalty, and so irrecoverable. The proper measure of damages was the difference between the price at which the Respondents could have bought the car under the agreement - £1,157 - and the market price of the car at that time, which the learned Chief Justice found to have been £1,700. He therefore gave Judgment for the Respondents for £543 and costs.

p.24,l.25-p.25,l.11.

p.25,ll. 24-29.

p.26. 14. The Appellant gave notice, dated the 17th July, 1956, of appeal to the Court of Appeal in New Zealand, upon the ground that the judgment of Barrowclough, C.J. was erroneous in law. The appeal was argued before Gresson, Adams and McGregor, JJ. on the 18th October, 1956, and judgment was given dismissing the appeal on the 8th March, 1957.

pp.27-28. 15. Gresson, J. said he was in general agreement with McGregor, J.. He was prepared, however, simply to hold that the agreement did not constitute 'valuable consideration' within the meaning of the Control of Prices Act. A promise to perform an existing legal obligation was not a valid consideration; and the Appellant, having decided to buy the car, was obliged by law to covenant as he did. The agreement was therefore not valuable consideration, and so no part of the price. The learned Judge therefore agreed with McGregor, J. that the appeal should be dismissed.

pp.36-37. 16. McGregor, J., having set out the facts and the statutory provisions, said the real question was whether the giving of the covenant by the Appellant was a consideration which in effect related to the sale. The Appellant's promise could be of value to the Respondents only if the Appellant should be prepared to resell the car within two years, so the value of the promise would have been entirely incapable of estimation at the time of the sale. Being thus either of a value impossible of estimation or of no value at all, and being made under a legal obligation, the promise

p.38,ll. 10-32.

could not have been an inducing factor in the sale. The effective promise for which the Respondents had agreed to sell the car had been the Appellant's promise to pay £1,207. Moreover, the conditions, requiring the making of the agreement, had been promulgated on the 30th July, 1954, and the maximum retail selling price had been fixed on the 24th August, 1955. The approved price must, therefore, have been intended to apply to sales permitted by law, i.e. to sales subject to conditions already imposed by other legal authorities. The taking of the agreement by the Respondents was a compliance with the obligation imposed upon them. The agreement, therefore, was a legal prerequisite to any bargain between seller and purchaser of the car, and not part of such a bargain. Turning to the question of damages, McGregor, J. said the Respondents, if they had acquired the car under the agreement, would not have been bound to resell it. They might have kept it for their own use, or have kept it until the expiration of two years from the sale to the Appellant, when the price would have been subject to no restriction. In that event the value of the car could be measured only by its ordinary market value, which the learned Judge found to be £1,700. The diminished price obtainable by the Respondents on a resale at an earlier date was due to a restriction peculiar to the Respondents. This price, therefore, had to be disregarded, and the ordinary measure of market value applied. Thus, the learned Chief Justice had assessed the damages correctly.

p.38,l.36-p.39,l.1.

p.39,ll. 9-15.

p.40,l.12-p.41,l.2.

17. Adams, J. dissented. He said the covenant given by the Appellant was clearly one of the considerations for the sale, and a 'valuable' consideration. The Respondents had sold the car for a cash price plus a covenant, thus obtaining, in the learned Judge's view, a valuable consideration over and above the permitted cash price; and he regarded the motive, purpose and inducement which led them to do so as irrelevant. The rule that a promise to perform an existing legal obligation was no consideration for a counter-promise had, he said, no bearing; because the question was not whether the covenant was a good consideration to bind the contract, but whether it was a 'valuable consideration' within the meaning of the Control of Prices Act. The Board of Trade conditions operated with statutory force

p.28,ll. 32-40.

p.29,ll. 33-41.

p.30,ll. 11-44.

p.31.l.42-p.32,l.8.

RECORD

against importers and dealers but not against ultimate purchasers of cars, and the agreement of 7th March, 1955 did not, in Adams, J.'s view, comply strictly with the requirements of the conditions; so he concluded that the Appellant had not been bound by law to enter into the agreement. Dealers, he said, were bound in selling cars to comply both with the conditions and with the Control of Prices Act; if they stipulated for a further consideration of uncertain value in addition to a monetary price, that further consideration had to be taken into account as part of the price under s. 29(1) of the Act. The learned Judge disagreed with Gresson, J.'s view, that the special approval under the Control of Prices Act permitted sales at the fixed maximum price plus the covenant. He therefore thought the appeal should be allowed, but the Appellant, in view of his deliberate and profitable breach of a solemn undertaking, should have no costs in either Court.

p.32,l.30-p.33,l.11.

p.33,l.22-p.34,l.43.

p.35,ll. 26-41.

p.35,ll. 42-45.

18. The Respondents respectfully submit that the price for which they sold the car to the Appellant, even supposing the agreement of the 7th March, 1955 to have been a valuable consideration forming part of that price, was in conformity with the special approval then in force. That approval fixed the 'maximum retail selling price' at '£1,207 each'. The 'maximum retail selling price' was, in the Respondents' submission, the largest sum of money which a purchaser could lawfully be charged for the car. The special approval controlled the amount of money which might thus be charged, but did not control any other terms of the contract of sale. If the purchaser of a car for £1,207 also entered into certain covenants with the seller, the special approval, even if those covenants formed part of the 'price' for the purposes of the Control of Prices Act, governed the monetary part of the price but not the part which consisted of covenants. In such a sale, accordingly, the price would have been in conformity with the special approval. The Respondents respectfully submit that this conclusion is supported by the fact, pointed out by McGregor, J., that the Director of Price Control must be taken to have known, when giving the special approval, that the Board of Trade had already imposed conditions requiring such an agreement as was made in this case.

19. The agreement of the 7th March, 1955 was not, however, in the Respondents' respectful submission, part of the price of the car even for the purposes of the Control of Prices Act. 'Price', for the purposes of that Act, 'includes any consideration which in effect relates to the sale of any goods'. Consideration relating to the sale of goods is, as the Respondents submit, a recompense exacted by the seller as a return for his parting with the property in the goods. In the present case, that recompense was £1,207. The Respondents required the Appellant to enter into the agreement, not because they wanted the agreement as a return for parting with the property in the car, but because the Board of Trade compelled them, quite apart from the terms of the contract of sale, so to require him. The agreement, therefore, even supposing it to have been a valuable consideration, was not consideration relating to the sale of the car, so did not form part of the price for the purposes of the Control of Prices Act.

20. The Respondents respectfully submit that the damages were rightly calculated by reference to the market value of such a car at the date of the Appellant's breach of contract. They were entitled to recover the expense of putting themselves into the position of having such a car, i.e. the same position as if the contract had been fulfilled. The expense of doing this could only be calculated by reference to the cost of obtaining such a car in the open market at the relevant date.

21. The Respondents respectfully submit that the judgment of the Court of Appeal of New Zealand was right and ought to be affirmed, and this appeal ought to be dismissed, for the following (amongst other)

R E A S O N S

1. BECAUSE the price which they charged the Appellant for the car was in conformity with the special approval:

2. BECAUSE the agreement of the 7th March, 1955 was not part of the price of the car for the purposes of the Control of Prices Act, 1947:

3. BECAUSE, for the above reasons and also for the other reasons given by Barrowclough, C.J. and Gresson and McGregor, JJ., the agreement of the 7th March, 1955 was valid and enforceable:

4. BECAUSE the damages were properly calculated.

J. G. LE QUESNE.

No. 1 of 1958

IN THE PRIVY COUNCIL

O N A P P E A L

FROM THE COURT OF APPEAL OF NEW ZEALAND

M O U A T

- v -

BETTS MOTORS, LIMITED

CASE FOR THE RESPONDENTS

WRAY, SMITH & CO.,
3/4, Adelaide Street,
Strand,
London, W.C.2.

Respondents' Solicitors.