IN THE COUNTY COURT AT CENTRAL LONDON

Case No. D00WI824

Thomas More Building
Royal Courts of Justice
Strand
London
WC2A 2LL

2 February 2018

Before:
HIS HONOUR JUDGE LUBA QC

B E T W E E N:

CARIDON PROPERTY LTD

CLAIMANT

and

MONTY SHOOLTZ

DEFENDANT

MR M CANNINGS (Counsel) appeared on behalf of the Claimant

MR R CHERRY (Counsel) appeared on behalf of the Defendant

JUDGMENT
(Approved)

HHJ LUBA QC:

Introduction

1. This is my judgment on an appeal from an order of a district judge. The appeal is all about gas safety requirements in the private rented sector. As will be explained more fully, later in this judgment, a district judge decided that the claimant landlord in this case had not complied with the requisite regulations, as a result of which, it was not open to that landlord to give a notice of recovery of possession, pursuant to the statutory scheme for repossession of assured shorthold tenancies, in respect of the tenancy of the defendant in this case. It is from that order that the landlord brings this appeal.

2. The appeal proceeds pursuant to permission that I granted on consideration of the papers. The appeal has been advanced before me by Mr Cannings of counsel. He has provided a full, updated skeleton argument and helpful oral submissions. The appeal is resisted by Mr Cherry, for the defendant tenant. He too has provided an exceptionally helpful written skeleton argument and pithy oral submissions. I am grateful to both counsel for their assistance in what has not been an easy appeal.

3. The difficulty in the appeal is occasioned by the way in which the relevant legislation, both primary and secondary, has been framed. Rather unusually therefore, I shall in this judgment deal first with the legislation, then turn to the facts before considering the judgment below, the grounds of appeal and my conclusions.

The Relevant Law

4. The requirements in relation to gas safety in rented residential premises are to be found in the Gas Safety (Installation and Use) Regulations 1998, SI No. 2451. Part F of those regulations is concerned with the maintenance of gas installations. Within Part F appears regulation 36, which is headed ‘Duties of Landlords’.

5. The paragraph (1) of regulation 36 is concerned with definitions. The definitions given include definitions of both “landlord” and “tenant”. The definitions appear to be exhaustive

definitions, in that they provide what each of those two words 'means'. The primary effect or purpose of the definitions in question is to incorporate, so far as the law in England and Wales is concerned, into the terms "landlord" and "tenant", the concepts of licensor and licensee. Neither landlord nor tenant is defined to include the concepts of *prospective* landlord and/or *prospective* tenant.

6. Paragraph (2) of regulation 36 imposes a duty on a landlord to maintain, in a safe condition, certain installations so as to prevent the risk of injury to any person in lawful occupation of the relevant premises.

7. Paragraph (3) of regulation 36, without prejudice to the generality of the requirement in paragraph (2), imposes certain further and more particular obligations on the landlord. They impose, first as to paragraph (3)(a), a requirement to check appliances and flues within 12 months of installation and thereafter at annual intervals. Secondly, at paragraph (3)(b) there is a duty, to ensure in relation to subsequent lettings - that is to say lettings after the coming into force of the regulations - that certain appliances have been checked before the new lease or tenancy commences. Then, at subparagraph (3)(c), there is a duty to ensure that a record of such checks is made and retained, for a period of two years from the date of that check. Regulation 36, paragraph (3)(c) then, in a series of some nine sub subparagraphs, sets out what the record must contain. Further obligations are cast upon the landlord at paragraphs 36(4) and 36(5). Regulation 36(5) is concerned to ensure that a person who wishes to inspect or have a copy of the landlord's record of checking of gas appliances can obtain one, on request.

8. So far as relevant, paragraph (6) of regulation 36 is in these terms:

> 'Notwithstanding paragraph (5) above, every landlord shall ensure that: (a) a copy of the record made pursuant to the requirements of paragraph (3)(c) above is given to each existing tenant of premises to which the record relates within 28 days of the date of the check; and (b) a copy of the last record made in respect of each appliance or flue is given to any new tenant of premises to which the record relates before that tenant occupies those premises…'

9. Paragraph (7) of regulation 36 is concerned with the scenario in which there is a tenancy, or prospective tenancy, of a <u>part</u> of a house which contains a gas appliance or flue, but in respect of the premises to be tenanted, there is no gas appliance or flue in that particular

part. It reads:

> '(7) Where there is no relevant gas appliance in any room occupied or to be occupied by the tenant in relevant premises, the landlord may, instead of ensuring that a copy of the record referred to in paragraph (6) above is given to the tenant, ensure that there is displayed in a prominent position in the premises (from such time as a copy would have been required to have been given to the tenant under that paragraph), a copy of the record with a statement endorsed on it that the tenant is entitled to have his own copy of the record on request to the landlord at an address specified in the statement; and on any such request being made, the landlord shall give to the tenant a copy of the record as soon as is practicable'.

10. Further provisions are then made by paragraphs (8) to (12) of regulation 36.

11. In my judgment, it is transparent that paragraphs (6) and (7) of regulation 36, exist to ensure that not only are the obligations on a landlord as to the checking or maintenance of gas appliances and flues carried out, but that tenants and prospective tenants can have the assurance that they have been. In respect of tenants and prospective tenants who have gas flues and appliances in their demised premises, regulation 36(6) applies to ensure that they have a physical copy. Where the demised premises do not include a gas flue or appliance, but the building in which the demised premises exist does contain a gas flue or appliance, then assurance is to be given to the tenant, that the gas appliance elsewhere is safe, by the display of the record of check or maintenance and the right on sight of that record of an incoming or actual tenant, to have their own copy of the record: see 36(7). That then is the content, and my interpretation of, regulation 36 of The Gas Safety (Installation and Use) Regulations, which came into force on 31 October 1998.

12. Relations between landlords and tenants, concerning the recovery of possession, are now largely regulated by the provisions of the Housing Act 1988. As is well known, the provisions of Part One, Chapter One, of that Act allow for the recovery of possession by service of a notice seeking possession, compliant with Section 8 and then the establishment, by a landlord, of statutory grounds for possession, set out in Schedule 2 of the 1988 Act. However, Part One, Chapter Two, of the 1988 Act, is concerned with assured shorthold tenancies. It provides, through the mechanism of Section 21, for the recovery of possession of the premises, by the giving of simple notice. No ground for possession need be established. It simply needs to be shown, to the satisfaction of the court, that a valid notice, pursuant to Section 21, has been given. However, Section 21 of the Act has, since 1 July

2015, come to be coupled with the provision in Section 21A. That is headed 'Compliance with prescribed legal requirements'. Section 21A, subsections (1) and (2), read as follows:

> '(1) A notice under subsection (1) or (4) of section 21 may not be given in relation to an assured shorthold tenancy of a dwelling-house in England at any time when the landlord is in breach of a prescribed requirement.
>
> (2) The requirements that may be prescribed are requirements imposed on landlords by any enactment and which relate to: (a) the condition of dwelling-houses or their common parts; (b) the health and safety of occupiers of dwelling-houses; or (c) the energy performance of dwelling-houses'.

13. As explained by Section 21A(3), an 'enactment', for these purposes, includes both primary and secondary legislation. The power to prescribe requirements is given to the Secretary of State by operation of delegated powers and Section 21A(5) provides that any such statutory instrument may be annulled in pursuance of a resolution of either house of parliament. In other words, it is not necessary to secure parliamentary approval for the making of the relevant regulations. But parliament may annul any regulations it believes have been laid by the Secretary of State that are unsatisfactory.

14. Section 21A of the 1988 Act, was inserted by the coming into force of the Deregulation Act 2015, Section 38. The researches of Mr Cannings have established that Section 38, as it came to be known, was not part of the original Deregulation Bill. It appears to have been introduced as a government amendment in the House of Lords. When it was introduced, it was, as is the usual course, accompanied by an explanatory note. Mr Cannings' endeavours have uncovered the explanatory note, in support of Lords' Amendment 23. Paragraph 44 of the explanatory note provides:

> 'This clause would provide the Secretary of State with the power to prescribe legal requirements imposed on landlords by any enactment, so that if a landlord fails to comply with those requirements, the landlord should be prevented from giving a Section 21 notice, until the landlord has complied with the relevant legal obligation. These requirements would include those requirements in relation to conditions of dwellings or their common parts, the health and safety of occupiers and the energy performance of dwellings'.

15. Parliament acceded to the inclusion in the Deregulation Bill of what became Section 38, by passing the amendment. The bill was then enacted as the Deregulation Act 2015. The

Deregulation Act 2015 is itself accompanied by explanatory material. The explanatory note to Section 38 reads as follows:

> 'This section provides the Secretary of State with the power to prescribe legal requirements imposed on landlords by any enactment, so that if a landlord fails to comply with those requirements, the landlord is prevented from giving a Section 21 notice until the landlord has complied with the relevant legal obligation. These requirements include those requirements in relation to the condition of dwellings or their common parts, the health and safety of occupiers of dwellings, and the energy performance of dwellings'.

16. In other words, the explanatory note to the statute, at paragraph 195, from which I have read, simply reproduces, in more up-to-date language, the explanation that had originally been given, when the Lords' Amendment was moved.

17. The Secretary of State took up the opportunity provided by the Deregulation Act 2015 to make a statutory instrument prescribing the requirements for the purposes of Section 21A. The regulations were made on 7 September 2015, laid before parliament two days later, on 9 September 2015 and came into force shortly thereafter, on 1 October 2015. Obviously, even if they were subject to any attempt by parliament to annul them, that attempt failed. Regulation 2 of the Assured Shorthold Tenancy Notices and Prescribed Requirements (England) Regulations 2015 SI No. 1646, reads as follows:

> '**Compliance with prescribed legal requirements.**
>
> (1) Subject to paragraph (2), the requirements prescribed for the purposes of Section 21A of the [Housing] Act [1988] are the requirements contained in
>
> (a)…;
>
> (b) paragraph (6) or (as the case may be) paragraph (7) of regulation 36 of the Gas Safety (Installation and Use) Regulations 1998 (requirement to provide tenant with a gas safety certificate)'.

18. If the wording of regulation 2 had stopped with the provision at regulation 2(1)(b), I doubt that the present appeal and many other similar disputes taking place in the County Courts would have occurred. However, regulation 2 of the 2015 regulations continues with the following words:

> '(2) For the purposes of Section 21A of the Act, the requirement prescribed by

> paragraph (1)(b) is limited to the requirement on a landlord to give a copy of the relevant record to the tenant and the 28-day period for compliance with that requirement does not apply'.

19. Much difficulty has, I apprehend, been caused to deputy district judges, district judges, claimant landlords and defendant tenants, by the need to interpret and apply the words of regulation 2(2). It may be observed, simply in passing. that in the most recent edition of the handbook *Defending Possession Proceedings* (Legal Action Group 8th Edition, 2016), widely referred to by the first instance judiciary when dealing with possession cases, has, at paragraph 10.50:

> 'The 28-requirement for giving a copy of the latest gas safety certificate to an existing tenant is therefore disapplied. The landlord will only need to give the gas safety certificate to the tenant at any time after the check and then proceed, if he wishes, to serve a Section 21 notice. <u>It is uncertain whether regulation 36(6)(b) (latest gas safety certificate to be given to any new tenant, before he or she occupies) is also intended to part of the prescribed requirement. If the latest gas safety certificate was not, in fact, given to the tenant before he or she occupied, this is a breach which cannot be rectified later. However, the regulation, as drafted, appears to apply to both limbs of regulation 36(6), although this may not have been the legislative intention</u>'. [Emphasis added]

20. I mention the textbook (of which I am a co-author) only to note that there have been, as Mr Cannings indicated, difficulties in the legal profession and in the judiciary, at first instance, in applying and understanding regulation 2(2). An illustration of that, as we shall see in a moment, is the judgment of the district judge in the instant case.

21. But I note that a judgment to the same effect has been given in *Assured Property Services Limited v Ooo* [2017] County Court at Edmonton. The decision of DJ Lethem is noted in the publication *Legal Action*, in an article entitled 'Recent Developments in Housing Law' and published in September 2017.

The Facts of the Instant Case

22. The facts of the instant case can be taken relatively shortly. The present claimant is a limited company. It is the landlord of premises at 104 Purves Road, London NW10 5TB.

The claimant let flat 1, at 104 Purves Road, to the defendant on a 12-month, fixed term, assured shorthold tenancy, dated 25 January 2016. That term of 12 months expired on 24 January 2017, but Mr Shooltz, the tenant, has remained in occupation of the premises. On 19 December 2016, before the fixed term expired, the claimant landlord served on Mr Shooltz, a notice pursuant to Section 21 of the 1988 Act. The notice was stated to expire on 24 February 2017, which was a month after the expiry of the fixed term. That notice having been given, the landlord then commenced the present claim, by a claim form and particulars of claim, dated 14 March 2017. It is that claim which came for determination before DJ Bloom (as she then was).

23. The point taken by the defendant tenant was that the landlord could not rely on the Section 21 notice, despite the provisions of Section 21 itself, because of the operation of Section 21A and the regulations made under it. Most particularly, it was the case for Mr Shooltz that the landlord had not, prior to his taking up his tenancy in January 2016, provided him with a copy of the most recent gas safety certificate for the premises.

24. It is common ground, as a matter of fact, that Mr Shooltz was not so provided with a gas safety certificate before the commencement of his tenancy. Indeed, it appears to be the factual assertion of the landlord that such a notice was given only in or about December 2016, in relation to a gas safety check that had taken place at some earlier date.

25. The possession claim came on for hearing before DJ Bloom, sitting in the County Court at Willesden, on 14 June 2017. She heard from a Mr Wogan, solicitor's agent, on behalf of the claimant and from Mr Cherry, counsel for the defendant. Having heard argument and considered the evidence, the learned district judge ordered that the claim for possession be dismissed. Conveniently, her order contains a recital in these terms: 'Upon the court concluding that the prescribed requirement to serve a gas safety certificate before the tenancy commenced [regulation 36(6)(b)] was not complied with and is not disapplied by regulation 2(2)(b) of the 2015 regulations…'. Immediately following that recital, the judge dismisses the claim, on the basis that the Section 21 notice was invalid. She then makes consequential orders as to costs.

26. Her succinct extemporary judgment extends to some eight paragraphs. The learned judge considers the terms of regulation 36 of The Gas Safety Regulations and regulation 2(2) of

the 2015 regulations. What she says, is this at paragraph [2]:

> 'My difficulty is that I do not see how regulation 36(6)(b) is correct when it says that "every landlord shall ensure that a copy of the last record made in respect of each appliance is given to any new tenant of the premises before that tenant occupies" and the saving clause is irrelevant to this case.

Then at paragraph [3]:

> 'Regulation 2(2) of the 2015 regulations goes on to say "the 28-day period for compliance does not apply in relation to 36(6)" but there is not a 28-day period for compliance, so as far as regulation 36(6)(b) is concerned, in relation to the tenancy we are talking about and therefore, I am not with [the landlord] on that, as a matter of construction, on the facts and law of this case'.

Later, she says this:

> [5] 'These are new regulations, that came into effect in 2015 and I am sure lots of landlords struggled to get themselves within it. But I do think and I am satisfied, that this is a case where both parties accept that the gas safety certificate was not served on Mr Shooltz prior to his fixed term commencing in January 2016, but in fact, almost a year later.
>
> [6] Therefore, despite the best efforts of the landlord, or his agents, it is my conclusion that 36(6)(b) of the Gas Safety (Installation and Use) Regulations means that you must serve the last record before occupation, i.e. before January 2016, before the tenancy commenced.
>
> [7] I do not see how that can be disapplied by regulation 2(2), because regulation 2(2), on my reading of it, says that "the requirement prescribed by paragraph 1(b)" (that is the requirement to provide a gas safety certificate, under paragraph 36(6) of The Gas Safety Regulations) is a requirement to give a relevant record to the tenant and the 28-day period for compliance does not apply and in my view, that can only refer to regulation 36(6)(a). There is no 28-day requirement in 36(6)(b) and therefore, for those reasons, I do not consider that the Section 21 notice was valid in this case. I am therefore going to dismiss the claim'.

The Appeal

27. The appeal is pursued on the grounds of appeal settled by Mr Cannings on 4 July 2017. The grounds appear to be four in number, represented by the four subparagraphs of what is in fact paragraph two of Mr Cannings' grounds of appeal.

28. The first ground is concerned with whether the learned judge correctly interpreted the actual wording used in the 2015 regulations. Grounds two and three are concerned with the

proposition that, whatever the actual words used, a purposive interpretation should be applied, so as to avoid an absolute bar on the service of a Section 21 notice by a landlord who has failed to give a gas safety certificate prior to the entry into premises of the tenant. Ground four is concerned with the proposition that unless such a construction be adopted, then the subordinate legislation trumps the primary statute, on the judge's construction and that therefore, the judge's construction is wrong.

29. I focus firstly then, on ground one of the grounds of appeal, which is concerned with the correct interpretation of the wording of the two relevant sets of regulations. The 1998 Gas Safety Regulations and the 2015 Regulations, laid under the Deregulation Act. Ground one is expressed in these terms:

> 'As a matter of interpretation of the wording used, the consequence of regulation 36(6), when read together with regulation 2(2), is that the time requirements of regulation 36(6) do not apply and therefore the appellant is not barred from relying upon the Section 21 procedure, as a result of failing to provide the respondent with a copy of the gas safety certificate, prior to the respondent entering into occupation of the property'.

30. In the event, ground one of the grounds of appeal was only faintly pressed by Mr Cannings. This is because, in my judgment, he rightly recognised that paragraph (6) of regulation 36, of the Gas Regulations, imposes <u>two</u> separate and distinct obligations on landlords. First, chronologically, by paragraph 36(6)(b), a landlord is required to give a copy of the latest gas safety record for an appliance to any 'new tenant of premises' at a time 'before that tenant occupies those premises'. A second and different obligation is set out at regulation 36(6)(a), which is to give, within a certain period, to an existing tenant, a copy of a record relating to gas safety. That period being 28 days from the date of the gas safety check. Mr Cannings' contention by ground one therefore is, and has to be, that, as a matter of construction, regulation 2(2) of the 2015 regulations operates to disapply time in relation to both elements of regulation 36(6). In other words, in relation to prospective tenants, the obligation to give any notice prior to the tenancy is waived and simply becomes a requirement to give notice to the tenant, of a gas safety check, before a Section 21 notice is given.

31. Additionally, he contends that regulation 2(2) achieves the effect, in relation to existing

tenants, of waiving the 28-day period, so as to enable a gas safety notice to be given to an existing tenant at any time prior to the service of a Section 21 notice. That, as I say, is my understanding of Mr Cannings' contention on ground one, as explained in his oral and written submissions. Is it right?

32. That turns on the proper construction of the words of regulation 2(2) of the 2015 regulations which, I repeat, read as follows: '…the requirement prescribed by paragraph (1)(b) is limited to the requirement on a landlord to give a copy of the relevant record to the tenant and the 28-day period for compliance with that requirement does not apply'. In other words, the function of regulation 2(2), is to limit the impact of regulation 2(1)(b).

33. Regulation 2(1)(b) requires compliance with the terms of both paragraphs 36(6) and 37(7) of the Gas Safety Regulations. They, at paragraphs (6) and (7), contain a double requirement on a landlord. A requirement to give or display a notice before the commencement of a new tenancy and secondly, an obligation to give a copy of a record to an existing tenant. That is the reach, or combined effect of those two paragraphs. The function of regulation 2(2) of the 2015 Regulations is to limit that requirement. But how?

34. The words used are 'limited to the requirement on a landlord to give a copy of the relevant record to the tenant'. On a literal interpretation, that might mean to 'the existing tenant', but the difficulty with that proposition is that, as we have seen, regulation 36 operates to impose duties on landlords, when they may only be prospective landlords and duties in respect to tenants, when they may only be prospective tenants.

35. Accordingly, in my judgment, the words 'limited to the requirement on a landlord to give a copy of the relevant record to the tenant' must be an intention to address the requirements both on a landlord who is an actual landlord and the requirements on a landlord who is a prospective landlord. Likewise, in relation to prospective tenants, as well as actual tenants.

36. In my judgment therefore, those words do not limit the impact of paragraphs (6) and (7) of regulation 36, only to the scenario concerned with notices in relation to gas safety being given to existing tenants. Nor, in my judgment, is that understanding of regulation 2(2) changed by the additional words 'and the 28-day period for compliance with that requirement does not apply'. In my judgment, what those words mean is that where a landlord is seeking to say that he or she has complied with the variant of paragraph 6) or

paragraph (7), relating to an existing tenant, then the 28-day period for complying with the requirement to give notice to an existing tenant does not apply. That ensures that the existing tenant, who after all knows of the check that has taken place to the appliance or flue in their room, is given a copy of the outcome of the check at some stage in their tenancy, albeit at any time prior to the service of a Section 21 notice. Mr Cannings' first ground of appeal, therefore, on the proper construction of the regulation fails and I hold that the district judge was right in her interpretation of the literal words of the regulation.

37. Can those literal words be displaced, or given some different interpretation, by operation of any principles of statutory interpretation? That is the question raised by grounds two and three of Mr Cannings' grounds of appeal. He has taken me to authoritative learning, to the effect that the rules of interpretation of primary statutes apply equally to the interpretation of secondary instruments. I accept that that is so. Mr Cannings then argues that one of the key principles for the interpretation of primary statutes is that provisions of statutes and now statutory instruments, must be interpreted to give effect to the purpose of the statute, or instrument, rather than to defeat that purpose.

38. At that point, in my judgment, Mr Cannings' arguments broke down, because he sought to derive the relevant 'purpose' from the original enactment of the Housing Act 1988, Section 21. In my judgment, that is not legitimate. It is not legitimate to construe regulations made in September 2015, pursuant to devolved powers in place as a result of legislation passed in July 2015, by reference to the purpose of primary legislation passed in 1988. That is not permissible under any medium of statutory construction or interpretation. It follows that I do not consider it necessary to engage further with the matter, other than to see whether the construction that I have given to regulation 2(2) is inconsistent with the primary function of the 2015 Regulations themselves.

39. In my judgment, my interpretation, as indeed that of DJ Bloom, who I uphold on this point, gives effect to those regulations. It controls the landlord's ability to give notice under Section 21 to those circumstances in which assurance has been given to the occupier that premises are safe. It will be recalled that the Gas Safety Regulations require such assurance, not only to tenants, but also to prospective tenants. My reading of regulation 2(2) gives effect to the purpose of the 2015 Regulations, in that it ensures, consistently with the intention of the (earlier) Gas Safety Regulations, that landlords must give the requisite

assurance to tenants before they take up their tenancies and that once such assurance has been given, they must repeat such assurance on a recurrent basis, by giving later copies of certificates, or records. The tenant in the latter case, that is to say, in relation to a post-tenancy inspection check, need only be given such assurance at some time before the service of the notice.

40. Any other interpretation of the regulations would leave it open to a landlord to give a Section 21 notice, even where that landlord has let what may at the time have been dangerous and unchecked premises, which would have fallen foul of the Gas Safety Regulations. Accordingly, I hold that there is nothing in grounds two or three of the grounds of appeal to drive me to any different interpretation.

41. Mr Cannings' ground four contends that, if this construction be right, then a landlord is, as it were, in perpetuity prevented from recovering possession of premises where a gas safety record was not given to an incoming tenant before the tenancy was taken up. As Mr Cherry pointed out, it might well be thought that the requirement to give such a notice to a prospective tenant was fundamental to the achievement of gas safety in the private rented sector, because it requires prospective landlords to check premises before letting them, rather than simply leaving it to afterwards.

42. In respect of his ground four, Mr Cannings is able to draw some comfort from the explanatory notes, both to the 2015 regulations and from the explanatory notes to the 2015 statute. It appears that the policymakers in question, who draft such materials, thought that the prescribed requirements were all suspensory in their operation. That is to say, that once a landlord had complied with the regulations, that he or she would be able to serve a Section 21 notice, even if such compliance was later than had been anticipated.

43. However, in my judgment, that cannot sit appropriately with the obligation in the 1998 Gas Safety Regulations for notifications either to be given or displayed prior to the taking-up of a tenancy, by an incoming tenant. That seems to me to be a once-and-for-all obligation on a prospective landlord, in relation to a prospective tenant. Once that opportunity has been missed, there is, in my judgment, no sense in which it can be rectified. If the Secretary of State believed that that the once-and-for-all provision should not debar a landlord from serving a Section 21 notice, it was open to the Secretary of State to simply disapply those

parts of paragraphs (6) and (7) of regulation 36, in express terms, in what has become regulation 2(2).

44. For those reasons, I do not believe that the effect of my reading, and the reading of DJ Bloom, of these regulations has the effect of giving primacy to subordinate legislation, over the primary statute.

45. I note, by way simply of an aside, that both I and DJ Bloom have independently adopted this construction on an analysis of the statute and have reached the same conclusion as DJ Lethem, in the decision that I mentioned at the outset of this judgment. It may be, perhaps in these circumstances that there are yet other judges, both at first instance and at appellate level, within the County Court, who have reached different conclusions.

46. But, for my part, I am satisfied that it has not been established by any of the four grounds of appeal, that the learned district judge was wrong and accordingly, I shall dismiss this appeal from her order.

End of Judgment

Transcript from a recording by Ubiqus

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