

**COMMONWEALTH OF THE BAHAMAS**

**IN THE SUPREME COURT  
COMMON LAW AND EQUITY DIVISION  
2008/CLE/GEN/00614**

**IN THE MATTER OF** the Constitution of The Bahamas Hotel Catering and Allied Workers Union registered under the Laws of The Bahamas.

**and**

**IN THE MATTER OF** the Industrial Relations Act, 1970

**between**

**KAYLA BODIE**

First Plaintiff

**IAN NEELY**

Second Plaintiff

(Trustees of The Bahamas Hotel Catering & Allied Workers Union)

**BAHAMAS HOTEL CATERING & ALLIED WORKERS UNION LTD**

Third Plaintiff

**and**

**ROY COLEBROOK**

First Defendant

**BASIL McKENZIE**

Second Defendant

**LEO DOUGLAS**

Third Defendant

**BANK OF THE BAHAMAS LTD**

Fourth Defendant

**SANDRA FERGUSON**

Fifth Defendant

**BEFORE:**

His Lordship The Honourable  
Mr Justice K Neville Adderley

**APPEARANCES:** Mr Harvey Tynes, QC and Mr Damien Gomez with him, for the First, Second, Third and Fifth Defendants

Mr Keod Smith for the Plaintiffs

**6 October 2008, 21 May 2009**

## **DECISION**

### **Adderley J**

The Bahamas Hotel Catering and Allied Workers Union (“the Union”) is the largest Union in The Bahamas. It has a membership of and is the bargaining agent for more than 6,000 persons employed in non-managerial positions at various resorts located on the Islands of New Providence, Paradise Island, Eleuthera, Grand Bahama, San Salvador and Andros. Tourism is by far the largest industry in The Bahamas.

2. For over a year now the executives have been in conflict which has affected the work of the Union on behalf of its members.

3. Under the rules of the Union (“the constitution”) the governing body outside the general meeting of members is the Executive Council (“the Council”). Differences have arisen between the majority of voting members on the Executive Council and the minority of voting members on the Council. This follows a court action brought by the third defendant and the now deceased former president, Pat Bain, to have the election of officers including that of the first and second plaintiffs declared unlawful by way of judicial review. That action, ***Patrick Bain et al v Registrar of Trade Unions et al*** Supreme Court Action No. 2006/PUB/JRV/00015 (unreported), was dismissed by the court on 27 September 2007.

4. By this action the first and second plaintiffs, the two Trustees of the Union, unable to otherwise secure explanations to their satisfaction, question certain financial transactions which they claim are an unlawful misappropriation of the assets of the Union. The Trustees have specific responsibility under the constitution for the real and personal assets of the Union including funds and, in my view, had a duty to try to satisfy themselves on the matter. The transactions include:

- (a) Certain payments made to McHari Institute on behalf of certain members of the Union for educational purposes;
- (b) Certain payments made to Attorney Mr. James Thompson for professional services; and
- (c) Other smaller payments of telephone bills and the like set forth in various affidavits.

Under Rule 11 any officer of the Union shall be subject to removal from office by the membership for misappropriation of funds following a procedure prescribed in the constitution.

5. The Originating Summons filed herein on 16 April 2008 (“the Originating Summons”) sought the following 22 declarations and orders:

“1 A Declaration that pursuant to Section 27 of Industrial Relations Act, 1970 (“the Act”) only the First and/or second Plaintiff can sue or be sued in the name of the BHCAWU; and/or

2. A Declaration that by virtue of Section 25 of the Act, Rules 9(j) and 16 of the Constitution of the BHCAWU, the First and Second Plaintiffs are vested with and responsible for all real and personal property whatsoever belonging to the BHCAWU, inclusive of but not limited to all of the money of the BHCAWU deposited in each and every financial institution wheresoever as well as each and every building or real property in The Bahamas or other country; and/or

3. A Declaration that by virtue of Section 32(a) and (b) of the Act, and Rule 9(h) and 9(j) of the Constitution of the BHCAWU, the Second Defendant and by extension any financial institution with which the BHCAWU does business, are required to give all financial records and information of the bank accounts of the BHCAWU to the First and Second

Plaintiffs whenever they require the Second Defendant of such financial institution to so do; and/or

4. A Declaration that save where otherwise ordered by the Court, the First or Second Plaintiffs, pursuant to Rule 9(j)(iii) of the Constitution of the BHCAWU, are mandatorily required to sign on all cheques for and on behalf of the BHCAWU along with the Treasurer and General Secretary or their respective Assistants (elected or appointed under the Constitution of the BHCAWU where the substantial position holder is are not able to sign;

5. A Declaration that the Order of Ms. Justice Jeanne Thompson dated the 6<sup>th</sup> July, 2006 and filed in **Supreme Court Action No. 15/ADM/pub of 2006** (entitled Patrick Bain et al v Registrar of Trade Unions et al) “the said Action”) on the same date, was merely a temporary arrangement in order that the BHCAWU could continue to function as a going concern while the Supreme Court considered the Judicial Review Application that was brought by the Applicants therein, Mr. Patrick Bain (deceased) and Mr. Leo Douglas (Third Defendant herein);

6. A Declaration that with the dismissal of the said Action by The Lord Chief Justice Sir Burton Hall on the 27<sup>th</sup> September, 2007, Mr. Roy Colebrook was no longer entitled to sign on the cheques of the BHCAWU and that any such cheques are voidable in favour of the Third Plaintiff;

7. A Declaration that the failure or refusal of the first and/or Second and/or Third Defendants to advise the Executive Council as a body, or the Trustees individually that the said Action had been dismissed is improper and not in the interest of the BHCAWU;

8. A Declaration that all disbursements of the funds of the BHCAWU, inclusive of salaries and other benefits for Staff and Executive Council Members must first be approved by the Executive council of the BHCAWU by Resolution before the same is disbursed by cheque or otherwise in accordance with **Rule 9(j)** of the Constitution of the BHCAWU. The corollary of this that any discontinuance of salary or employment which could potentially make the BHCAWU liable in law to pay damages for wrongful or unfair dismissal must first be approved by the Executive Council of the BHCAWU ensuring that the First and Second Plaintiffs are aware of the decisions to be taken and sign off on the same;

9. A Declaration that the First and Second Plaintiffs with or without the approval of the Executive Council of the BHCAWU, are entitled to bring action against the First and/or Second and/or Third Defendants to, inter alia, prevent them from signing on any cheque of the BHCAWU or otherwise disposing of or dissipating the assets ( inclusive of money) of the BHCAWU where the First and Second Plaintiffs are of the view that

the First and/or Second and/or Third Defendants have or are reasonably likely to misappropriate BHCAWU funds;

10. An Order that until further Order of the Court the First and/or Second and/or Third Defendants be prohibited from signing on any cheque of the BHCAWU or otherwise disposing of or dissipating its assets (inclusive of money) whether by withdrawal, wire transfer or contracting with third parties;

11. An Order that Messrs. HLB Galanis Bain ("BAIN") be appointed Receivers of the BHCAWU for the period of four (4) months to oversee financial management of the BHCAWU and to put in place a regime of procedures as well as make further recommendations to ensure that the assets of the BHCAWU are preserved and protected in accordance with the Constitution of the BHCAWU, its overall purpose and good accounting practices, keeping in mind the statutory requirement of complete financial records being made available to the First and Second Plaintiffs, the general membership of the BHCAWU as well as the Registrar of Trade unions under the Act;

12. An Order that until further Order of the Court, subject only to the approval of the Court Appointed Receivers, the Assistant Treasurer, Ms. Francis Samantha Gray, the Assistant General Secretary, Mr. Raymond Wright and any of the First or Second Plaintiffs be the only signatories of cheques of the BHCAWU or otherwise disposing of or dissipating its assets (inclusive of money) effecting wire transfers and entering into third party contracts for and on behalf of the BHCAWU;

13. An Order that the Court appointed Receivers immediately give effect to the payment of all salaries of Executive Council Members whose salaries had been cut or otherwise discontinued without the approval of the Executive Council AND THAT all costs or damage incurred by any such member as a result of the unauthorized cutting or discontinuance of their salary be paid after being assessed and approved by the Executive Council;

14. An Order that pursuant to the inherent powers and unlimited jurisdiction of the Court as well as **Rule 22** of the Constitution of the BHCAWU, the First, Second, Third and Fifth Defendants, effective the dates on which they received letters of suspension from the Executive Council, are deemed suspended from their respective positions and duties with the BHCAWU with pay and accommodation benefits (if applicable) until otherwise ordered by the Court but not before the Court Appointed Receivers have completed their investigation as to whether there was misappropriation of funds AND THAT during this period they be prohibited from entering upon any of the properties of the BHCAWU or handling or dealing with any of its internal documents or assets, inclusive of vehicles; and/or

15. An Order that where the investigation of the Court Appointed Receivers was that there is evidence of misappropriation of union funds, a copy of the report is to be served upon the Executive Council, including the First and /or Second and/or Third Defendants, which shall stand as adequate notice under Rule 11 of the Constitution for the purposes of the First and/or Second and/or Third Defendants being subjected to a Hearing before a Committee of five (5) from the general membership of the BHCAWU selected by the Executive Council to determine whether the said First and/or Second and/or Third Defendants should be removed and dismissed from their respective positions on the Executive Council as well as employment with the BHCAWU as Executive Organizers or Consultants; **and/or**

16. An Order that Messrs. Deloitte & Touche, Bahamian Accounting Firm, forthwith release to the Court Appointed Receiver all files, records and documents, inclusive of computers, computer diskettes and CDs along with passwords to the same, related to the operation of the BHCAWU which it has in its custody, possession or control; and/or

17. An Order that the Fourth Defendant do forthwith release to the Court Appointed Receiver all files, financial records and account related information inclusive of overdraft history, mortgage documentation or other credit facility information and any other such document evidencing assets or liability held by the Fourth Defendant for and on behalf of the BHCAWU or otherwise in its custody, possession or control, and /or

18. An Order that the Fourth Defendant not accept or honour any cheque of the BHCAWU or notification of transfer or wiring of funds belonging to the BHCAWU for which the First and/or Second and/or Third Defendants signed or otherwise authorized; and/or

19. An Order that the Fifth Defendant do forthwith turn over to the Court Appointed Receiver all files, records and documents, inclusive of computers, computer diskettes and ADs along with passwords to the same, related to the operation of the BHCAWU which she has in her custody, possession or control; and/or

20. An Order that the First and/or Second and/or Third and/or Fourth and/or Fifth Defendants to pay damages to the First, Second and Third Plaintiffs in that amount determined by the Court to be owing by them with interest thereon at that rate and for such period as the Court might deem fit; and/or

21. An Order that the Defendants pay to the First and Second Plaintiffs all costs of and occasioned by the bringing of this action; and/or

22. An Order for further or other relief. “

6. Volumes of affidavits have been filed by both sides commencing with but not limited to the following affidavits of:

- (a) Mr Ian Neely Trustee of the Union filed 10 April 2008
- (b) Mr Kirk Wilson, First Vice President filed 7 May 2008
- (c) Mr Leo Douglas, General Secretary, filed 25 April 2008

The contents of these affidavits have been taken into account.

7. In their skeleton arguments laid over on 2 October 2008 the plaintiffs stated that the following paragraphs of the Originating Summons remained to be dealt with: 1, 2, 7, 15, 19, 20, 21 and 22. The court has granted the plaintiffs' application that the fourth defendant be struck out as a party to the action and paragraphs 3, 4, 14 and 18 were not pursued by the plaintiffs. The plaintiffs had also applied for Mr Harvey Tynes, QC to be disqualified from representing the defendants due to an alleged conflict of interest in being one of the lawyers for the Union but this was withdrawn.

8. The originating Summons was partly heard and by Order dated 22 May 2008 and filed 2 June 2008 ("the 2 June Order") the court made *inter alia* the following interlocutory orders:

"4. All Executive Council Members inclusive of the said Mr. Kirk Wilson, Mr. Lionel Morley, Second Vice President, the said Ms. Francis Samantha Gray, Mrs. Quincy Monroe and Mr. Brain Collie, both Executive Council Members as well as Mr. Raymond Wright as long as he occupies the post of Executive Organizer, shall act in good faith and in the interest of the Union give their full cooperation in carrying out the lawful instructions of the First Defendant as President.

"5. Pursuant to their respective mandates under the Constitution of the Union, the Defendants shall authorize and continue to authorize payment of sums necessary or normal for the running of the business of the Union including utilities, basic maintenance, supplies, goods and services, payments from the relief and contingencies fund, professional services and salaries including payment of accrued unpaid salaries and allowances of all Executive Council Members including those of the First and Second Plaintiffs herein, Mr. Kirk Wilson, Mr. Lionel Morley, Ms.

Francis Samantha Gray, Ms. Quincy Munroe, and Mr. Brian Collie, as well as Mr. Raymond Wright as Executive Organizer...”

9. The application to appoint Receivers was first made ex parte by the plaintiffs but I refused to hear it until the defendants were served. For the reasons set forth in the 2 June Order, the interlocutory relief sought at paragraph 11 of the Originating Summons for the appointment of Receivers was denied. The consequential relief sought in paragraph 13 and paragraphs 15 – 17 and 19 are therefore inapplicable and are necessarily denied also.

10. Paragraphs 10 and 12 sought interlocutory orders which were resolved in the 2 June Order by the court directing who could sign on the accounts of the Union. There is, however, no finding that the first defendant and persons signing under the then existing mandate granted by the Order of Thompson J dated 6 July 2006 were acting unlawfully prior to the 2 June Order.

11. The court also ordered that Mr HLB Galanis Bain, Chartered Accountants (“Bain”) or such other accounting firm approved by the Council could be employed to conduct a forensic audit, to give a report on the financial transactions in question, and based on the results the Council should take such action as it deemed fit.

12. There were differences on the selection of the firm to carry out the forensic audit. The plaintiffs claim that the Council under authority of a purported meeting called by the majority of voting members of the Council employed Messrs HLB Galanis Bain. The defendants claim that the Council employed “such other accounting firm” namely Messrs Baker Tilly and Gomez, Chartered Accountants (“Gomez”). Gomez later withdrew following the industry practice that a firm would not take instructions if it appeared that another firm had already been instructed. Accordingly, as pointed out in the report of the forensic audit dated 31 July 2008 exhibited to the 5th affidavit of Kayla Bodie filed 25 August 2008 (“the Bain Report”) full cooperation was not forthcoming. Nevertheless, from an examination

of over 2000 documents covering the period 1 January 2002 to 31 July 2008 they were able to make findings at paragraphs 85 - 90 of the report. There were no findings that there was misappropriation of funds by any of the defendants. There were findings which were inconclusive on a number of matters signified by the statements in the report that certain things “may have” happened. Nevertheless, it appears to me that the Bain Report can serve as a useful basis for the Union to investigate further and rectify if found necessary a number of issues identified including those things which they say “may have” happened. These include, weaknesses in internal financial control, issues with management executives and corporate governance, and related party transactions and inaccurate asset valuations among others. Some of them such as the Thompson professional fees issue which is one of the subject matters of this litigation appear to have commenced since 2002 prior to the start of the current administration.

13. Complaints have been made by each side that the 2 June Order has not been fully complied with by the other side. The plaintiffs claim that the defendants have failed to make certain payments to comply with the 2 June Order. The defendants claim that the plaintiffs have not displayed good faith and have been obstructive instead of cooperating in carrying out the lawful instructions of the president as ordered. So far the plaintiffs have applied for and obtained leave from the court to seek committal of the defendants for contempt of court. The contempt application was earlier adjourned with the agreement of the parties and has not yet been heard. The court is expected to hear this application soon.

14. This leaves the declarations sought in paragraphs 1 and 9 of the Originating Summons for determination by the court. There is a lis between the parties in relation to these paragraphs; the parties disagree on the interpretation of section 27 of the Act and disagree on how the decision of Sawyer J, as she then was, in ***Wilson V Bastian and Bain*** BS 1993 SC 74, should be interpreted. It was argued by the defendants and put forward as a preliminary point that the plaintiffs had no authority to join the Union in this action without the authority of

the Executive Council, a Special General Meeting or a Tri Annual meeting. The plaintiffs take the contrary view that the trustees' authority derives directly from section 27(1) of the Act.

15. The kernel of the dispute as I see it is the extent to which the majority of the Council's voting members who were directly elected by the members of the Union working in concert can control the affairs of the Union by virtue of their majority, to the exclusion or dominance of the views of the minority who were also elected. Not insignificant In this case, the voting majority does not include the President, the General Secretary and the Treasurer all of whom have been duly elected by the members of the Union for a three (3) year term and mandated by the constitution to carry out specific functions on behalf of the members. That they are three key persons in the Union is evident from the description of the duties of the president as set forth in Rule 9 b) of the constitution as follows:

**PRESIDENT**

**The President shall preside at all meetings of the Union** and the Executive Council shall be responsible for proper conduct of business of such meetings. He or she shall sign the minutes of such meeting at the time of their adoption. **In close collaboration with the General Secretary and the Treasurer, he shall supervise the general administration of the Union** and see to the proper observance of the Constitution by all members...."[my emphasis]

**The Law**

16. The power to grant binding declarations of right is a discretionary power. On principle the court would exercise its discretion to make declarations only where there is a lis between the parties, where a party's rights are being challenged and the court must declare the rights of a party. Accordingly the court will not answer hypothetical or academic questions in the absence of a dispute over rights. So it has been held that a person against whom no claim has been made cannot obtain a declaration that no such claim exists. See **Re Clay** (1919)1 Ch. 66 CA. See also the dictum of Viscount Kilmuir; L.C. in **Vine V National**

**Dock Labour Board** [1957] A.C. 488 at page 500. Although the judge sometimes in decisions gives obita dicta for guidance, no authority was provided for the proposition advanced by the plaintiffs that provision of guidance is a sufficient reason for the court to exercise its discretion to grant a declaration of right.

17. The power to sue on behalf of the Union derives from Section 27(1) of the Act. It reads as follows:

“27(1) The Trustees of any trade union which is registered under this Act, or any other officer thereof duly authorized in that behalf, may in all cases touching or concerning the real or personal property, of the union, sue and be sued in any court in their proper names without other description than the title of their office.”

In **Wilson v Bastian** the General Secretary of the Union brought an action against the then president and vice president for an injunction to restrain them from signing cheques on the accounts of the Union authorized by a unanimous resolution of the Executive Council. This was contrary to the constitution which authorized the Secretary General the Treasurer and one of the Trustees to sign such cheques. This is what Sawyer J, as she then was, said at page 15 about section 27(1):

“it seems clear to me that under that section an officer of the Union has the authority to instigate proceedings on the Union’s behalf if he is duly authorized [by the Union or the Executive Council] to do so in cases touching and concerning the real and personal property of the Union...”

She then went on at page 21 to find as a fact that the plaintiff had not been so authorized and following the rule in **Foss v Harbottle** 2 Hare, 461 and the decisions in **MacDougall v Gardiner** 1 Ch. D. 13 and **Cotter v National Union of Seaman** (1929) 2 Ch. 58 held that he was not the appropriate party to bring the action on behalf of the Union. The decision of Sawyer J needs interpretation within the context of this case.

## **The Union's Constitution**

18. Much of this dispute emanates from the validity or otherwise of Council meetings and whether the resolutions purported to have been passed at those meetings were valid. In the case of limited liability companies meetings are governed by the Articles of Association. In the case of the Union they are governed by the constitution. General meetings are governed by Rule 6 and meetings of the Executive Council by Rule 8. Under Rule 6 the president or The Executive Council may call a special general meeting. Alternatively the president is obliged to cause a general meeting to be called upon the written petition of 50 or more members of the Union.

19. Although Rule 8 c) mandates that the Executive Council shall meet at least once per month it is silent on who is authorized to call a meeting. However Rule 9 f)(iii) mandates that the General Secretary shall prepare the agenda for the Tri Annual General Meetings and Special General Meetings, and shall attend all meetings of the Union, and Rule 9 b) mandates that the president shall preside at all meetings and shall sign the minutes thereof at the time of their adoption.

20. What happens if the president does not call a meeting? Can the majority of the Council call a meeting and summon the president to attend? If the president fails or refuses to attend such a meeting can a valid meeting proceed? There is a lis between the parties on this question and it goes to the issue of who has a right to call Council meetings.

21. No authority has been given to the court on the point. However upon reviewing the constitution there is no express power for the members of the Council, how ever great their majority, to convene or to cause a meeting to be convened. If that was intended it could easily have been expressed in the constitution. This is what has been done in relation to General Meetings. Rule 5

b)(iii) and 5 d) provide that 50 or more members by way of a written petition can cause the president or other officer acting in that capacity to direct the secretary or other officer “ to summon a Special General Meeting at the earliest convenient time...”. The inclusion of such a provision for general meetings but not for Council meetings together with the constitutional duties of the president lead to the inference that the omission was deliberate. Nor has there been a case advanced that there is some business necessity for the court to imply such a power to the majority of voting members on the Council. The opinion expressed in some English cases that union constitutions are prepared and maintained by laymen is not applicable in this case because at all material times the Union has had one or more counsel on retainer. It follows that the resolutions passed at those purported Council meetings called by the majority are of no effect.

22. Individuals may join together as a full slate when running for office but they are elected individually and have individual mandates as set forth in the constitution. The constitution is an agreement between members and unless authorized by the constitution no one else can arrogate unto themselves or change the functions given to a particular officer by the constitution or change the procedures without amending the constitution. This may be done at a Tri Annual Meeting or a Special General Meeting called for that purpose.

23. If such a special general meeting is called by the president or the Council or the members by written petition and decisions purport to be made which have the effect of amending the constitution the court will upon application by an aggrieved person exercise its jurisdiction to determine if there has been non compliance with the constitution amounting to more than an irregularity in the internal management of the Union. Such irregularity if found could render the meeting a nullity. Non compliance with Rule 12 which deals with the procedure for amending the constitution would be particularly relevant. Apart from the three well know exceptions to the rule in ***Foss v Harbottle***, in my view, such non-compliance could conceivably take place, for example, if the proponents of the

meeting employed deceit or fraud on the members by the contents placed in the required public notice which set out the proposed business to be decided at the special meeting, or possibly if the meeting was held to negate or circumvent an existing order of the court. In addition any resolution amending the constitution must comply with certain requirements under section 17(3) of the Act to satisfy the Registrar that it should be registered. Registration is not automatic and until so registered the resolution has no effect (see section 17(2)). Subject to considerations such as the above, the general principle is that the court will not readily interfere with the internal management of an association if it concludes that the action complained of is intra vires the powers of the association and constitutes a mere irregularity in its internal management.

## **Conclusion**

24. For the foregoing reasons I am of the view that where officers contend, as in this case, that Council meetings ought to have been held but had not been held since March 2008, those officers had a sufficient interest to apply to the court for a mandatory injunction or some other appropriate remedy to bring about the meeting. On such an application the court could order that an appropriate meeting be held. Alternatively, the president under Rule 6 b) (i) could have called a special general meeting if, for example, he had concerns about the likely outcome of votes at a Council meeting. Alternatively 50 or more members by written petition could have caused the president to instruct the General Secretary to convene a Special General Meeting in accordance with the provisions of Rule 6 d) and if he did not do so could have sought the assistance of the court to order him to do so. The Council itself could call such a special general meeting under Rule 6 b) (ii) but the decision to call the Special General Meeting would, in my view, have had to be made at a duly convened meeting of the Council which in the circumstances were not being convened by the president. A Special General Meeting has the same powers as the Tri Annual Meeting (Rule 6 c). The court takes judicial notice that the 2009 Tri Annual General Meeting has now been set for later this month at which time members will be able to express their wishes.

## **Ruling**

25. There is no evidence of a lis between the parties on the remaining declarations sought in paragraphs 2 and 7 of the Originating Summons and so on principle the court will not exercise its discretion as a hypothetical exercise to grant the declarations sought in those paragraphs. There is no evidence of liability for damages claimed in paragraph 20 of the Originating Summons and so the order is denied.

26. The resolutions passed at the purported Council meetings called by the majority of voting Council members are of no effect.

27. On the true construction of section 27(1) and the ruling of Sawyer J in *Wilson V Bastian* it is the view of the court that officers, including trustees, of the Union can only sue on behalf of the Union under that sub-section if duly authorized by the Union in general meeting or a duly convened meeting of the Council. As a matter of construction the alternative interpretation contended by the plaintiffs would render the word “other” before the word “officer” in the sub-section superfluous. The preliminary point that the plaintiffs had no authority under section 27(1) of the Act to join the third defendant is therefore upheld.

28. For the foregoing reasons I exercise my discretion not to grant the declarations sought in paragraphs 1 and 9 of the Originating Summons.

29. The 2 June Order is hereby made permanent except to the extent it may be lawfully varied under the provisions of the constitution of the Union.

30. Invoices due for the preparation of the Bain Report are to be paid out of the assets of the Union. I invite counsel to address me on costs.

**Dated this 21st day of May 2009**

**K Neville Adderley  
Justice**