

Ha CS

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN
BEFORE THE HON. MR. JUSTICE HULL

SUMMARY COURT APPEAL NO: 91/87

21-12-87

DONALD MINZETT V. REGINA
DRIVING WITHOUT INSURANCE

MR. Furniss for the appellant.
Mr. Simpson for the Crown.

REASONS FOR JUDGMENT

Mr. Minzett pleaded guilty to driving a motor vehicle while he was not covered by third-party insurance, contrary to section 3(1) of the Motor Vehicle Insurance (Third-Party) Risks Law, 1964.

He was convicted and disqualified from driving for 12 months which is a mandatory penalty in the absence of "special reasons".

No such reasons were advanced in the Summary Court but on this appeal, Mr. Furniss said that Mr. Minzett had thought that his brother (in whose name the vehicle was registered) had an insurance policy which applied to the appellant. Mr. Furniss submitted that Lyons v. Mag. [1948] 2 All E.R. 1062 was authority for the proposition that this, if accepted, amounted to a special reason.

That was, in my opinion, a different situation. The respondent had sent his lorry to a garage for repairs. He had subsequently asked that it be delivered back to him at his house, assuming that in the ordinary course of commerce, the garage proprietor would have his own insurance. It appears to be implicit in the judgment that that assumption was not an unreasonable one to have made.

In the earlier case Rennison v. Knowler [1947] 1 All E.R. 302 where the respondent had allowed his friend to ride his motor cycle in the honest but mistaken belief that his insurance covered the friend, the court had held that a mistaken belief as to fact, however honest, could not be a "special reason" unless it was based on reasonable grounds and as the respondent had neither checked on the terms of the policy himself or taken advice as to its scope, he had no reasonable grounds for his belief.

In the present case, the appellant was relying on his brother's policy but in my opinion the circumstances were analogous. He had not taken any steps to ascertain that he was covered. The mere fact that it was his brother's vehicle could not be enough to provide reasonable grounds for believing he would be insured. He had no reasonable grounds for that belief so as to be able to establish a special reason.

I therefore dismissed the appeal.

A handwritten signature in cursive script, appearing to read "D. Hull.", written in dark ink.

David Hull
Puisne Judge

21 December 1987