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78, 1947
No. 55 of 1946.

In the Privy Council.

ON APPEAL
FROM THE COURT OF APPEAL OF JAMAICA.

BETWEEN

BERESFORD W. BOYD - - - - - *Appellant*

AND

ASSESSMENTS COMMITTEE, EXCESS PROFITS TAX *Respondent.*

RECORD OF PROCEEDINGS.

INCE & CO.,
10 & 11 LIME STREET,
LONDON, E.C.3.,
Solicitors for the Appellant.

BURCHELLS,
5 OLD QUEEN STREET,
WESTMINSTER, S.W.1,
Solicitors for the Respondent.

78,1947

UNIVERSITY OF LONDON
W.C.1.

No. 55 of 1967. 1956

INSTITUTE OF ADVANCED
LEGAL STUDIES**In the Privy Council.****44436****ON APPEAL***FROM THE COURT OF APPEAL OF JAMAICA.*

BETWEEN

BERESFORD W. BOYD

Appellant

AND

THE ASSESSMENT COMMITTEE, EXCESS PROFITS TAX

*Respondent.***RECORD OF PROCEEDINGS.****INDEX OF REFERENCE.**

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In the Privy Council.

ON APPEAL

FROM THE COURT OF APPEAL OF JAMAICA.

BETWEEN

BERESFORD W. BOYD - - - *Appellant*

AND

THE ASSESSMENT COMMITTEE, EXCESS PROFITS
TAX - - - *Respondent.*

10 RECORD OF PROCEEDINGS.

No. 1.
SUMMONS.

On appeal to Judge in Chambers
M.17 of 1943.

The Excess Profits Tax Law.
(Law 65 of 1941) Section 23.

*In the
Supreme
Court of
Judicature
of Jamaica.*

No. 1.
Summons,
15th May
1943.

LET ALL PARTIES attend the Judge in Chambers at the Supreme Court, King Street, Kingston on Thursday the 1st day of July, 1943, at 10 o'clock in the forenoon on the hearing of an Appeal against the
20 Assessment Committee under the Excess Profits Tax Law in respect of Assessments made against the Appellant for chargeable accounting periods ending 31st December, 1940, and 31st December, 1941, respectively.

Dated this 15th day of May, 1943.

(Seal)

This Summons was taken out by JOHN P. FRASER, of 112 Tower Street, Kingston, Solicitor for BERESFORD W. BOYD, the Appellant herein, whose address for service is that of his said Solicitor.

To : The Assessment Committee,
Excess Profits Tax.

*In the
Supreme
Court of
Judicature
of Jamaica.*

No. 2.
Notice and
Grounds of
Appeal,
15th May
1943.

No. 2.

NOTICE AND GROUNDS OF APPEAL filed along with the Summons.

TAKE NOTICE that the Appellant herein Beresford W. Boyd hereby objects to the undermentioned assessments and hereby appeals against same.

(1) The Assessment against him of £83 for chargeable accounting period ending 31st December, 1940,

(2) The Assessment against him of £1,118 for chargeable accounting period ending 31st December, 1941

and TAKE FURTHER NOTICE that the following amongst others are 10
the Appellant's GROUNDS OF APPEAL herein :—

(A) The Appellant is in fact a mere Servant or Employee of the World Marine and General Insurance Company Ltd.

(B) The Appellant's income derived from the World Marine and General Insurance Company Ltd. is not in Law subject to Excess Profits Tax.

(C) The Assessment of £83 for chargeable accounting period ending 31st December, 1940, is contrary to law.

(D) The Assessment of £1,118 for chargeable accounting period ending 31st December, 1941, is contrary to law. 20

Dated this 15th day of May 1943.

JOHN P. FRASER,

To : The Assessment Committee,
Excess Profits Tax.

Appellant's Solicitor.

Filed by John P. Fraser, Solicitor, of 112 Tower Street, Kingston,
Solicitor for Appellant.

No. 3.
Assessment
Commit-
tee's
Reasons
for
Assessment,
27th May
1943.

No. 3.

THE ASSESSMENT COMMITTEE'S REASONS FOR ASSESSMENT.

TAKE NOTICE that the following are the reasons of the Assessment Committee for assessing the Appellant to Excess Profits Tax :— 30

1. The Appellant's Profits for the year ended 31st December, 1940, amounted to £1,249, and for the year ended 31st December, 1941, £3,236. After deduction of standard profits of £1,000 (for each year), the taxable profits amount to £249 and £2,236 respectively, upon which a tax of £58.2.0 and £1,118 is payable.

2. The Assessment Committee arrived at the conclusion that the Appellant was not a servant of the World Marine and General

Insurance Company Limited, as he contended he was, but carried on the trade or business of an Insurance Agent and as such is liable to be assessed to Excess Profits Tax.

Dated the 27th day of May, 1943.

(Sgd.) A. GRAHAM,
Respondent's Solicitor.

To : Beresford W. Boyd,
in care of John P. Fraser, Esq.,
his Solicitor,
Kingston.

10

Copy left John P. Fraser
per B. Chin Len
27.5.43.

*In the
Supreme
Court of
Judicature
of Jamaica.*

No. 3.
Assessment
Commit-
tee's
Reasons
for
Assessment,
27th May
1943,
continued.

Filed by A. C. V. Graham of the Crown Solicitor's Office, East Public Buildings, Kingston, Solicitor for and on behalf of the Respondent.

No. 4.

JUDGMENT of Mr. Justice Carberry on the Summons heard in Chambers.

This is an appeal brought under sec. 23 of the Excess Profits Tax Law, 65 of 1941, by Beresford W. Boyd in respect of two assessments made against him by the Assessment Committee in respect of

20

(1) the sum of £83 for chargeable accounting period ending 31st December, 1940, and

(2) the sum of £1,118 for chargeable accounting period ending 31st December, 1941.

No. 4.
Judgment
of
Mr. Justice
Carberry,
31st July
1943.

Apparently a separate appeal should have been lodged in respect of each assessment, but the matter was treated by the appellant, without objection by the Respondent, as one appeal.

There is no dispute in this case as to the amount of the assessment. The point for decision is whether the appellant carries on a trade or business within the meaning of sec. 3 of the Excess Profits Tax Law (Law 65 of 1941), the contention of the appellant being that the income on which these assessments are based was earned by him as a "mere servant or employee of the World Marine & General Insurance Co. Ltd."

30

The facts of the case as proven before me are as follows :—

The appellant was at one time an Insurance Agent. He was the local Attorney of World Marine & General Ins. Co. Ltd. (hereinafter referred to as the Company), and three other Insurance Companies.

In 1925 the appellant became seriously embarrassed financially, and the Company determined his agency and appointed J. S. Webster & Sons (hereinafter referred to as Websters) their local attorneys. One of the other

40

*In the
Supreme
Court of
Judicature
of Jamaica.*

No. 4.
Judgment
of
Mr. Justice
Carberry,
31st July
1943,
continued.

insurance Companies for which the appellant was agent also appointed Websters in his stead, but as no business has since been done by the appellant in respect of that Insurance Company or on behalf of the other two Insurance Companies which he once represented as agent, they may be entirely disregarded from further consideration in this appeal.

The appellant has to date been connected with the Company (i.e. World Marine & General Ins. Co. Ltd.) for 25 years and he has throughout this period earned most of his income from commissions paid him by the Company. In 1940 and 1941, his income from this source was £1,510 and £3,879 respectively as compared with £181 and £229 on account of 10 other "Insurance" work.

On 31st October, 1925, when Websters took over the agency, they addressed a letter to the Company (Ex. 3) in which they stated that they agreed to appoint the appellant "as the 'Underwriter' in connection with the agency business and to pay to him the balance of Agency Commission and office allowance received month by month after retaining a sum of £16.13.4 per month" for their (Websters') services, and they also stated: "It is understood that profit commissions, if any, will be payable to B. W. Boyd" and added "the appointment of B. W. Boyd will not be cancelled or the terms of his appointment (as set out above) varied 20 without reference to you."

This arrangement has continued to date and the remuneration of appellant is as follows. All commissions earned by the Agency (which is calculated on the same basis as when the appellant was agent, except for an increase in percentages made as from 1st January, 1938) are payable to the appellant less £200 per annum (reduced at one period to £120 p.a.) which is payable to Websters as their remuneration and described in the correspondence as "rents" presumably for the use of Websters' name.

In addition to what he earned as Commissions (i.e. ordinary commissions and profit commissions) the Company made an allowance of £150 towards 30 the office expense of the appellant and reimbursed him his expenses for postage and cables incurred by appellant in doing the Company's business; the allowance for office expenses was paid to the appellant even during the period when Websters, without charge, furnished the appellant with office space. The appellant was supplied by the Company with stationery, forms and books of account to enable him to do the Company's business; the appellant maintained an office at 17A Duke St., Kingston, at the annual rental of £64.10 and his office staff cost him in 1940 £185.11 and in 1941 £347.17.6.

The office and staff were used by the appellant for other insurance 40 business besides that of the Company as the appellant in addition to his work for the Company placed other insurance risks through Insurance brokers in England.

The appellants submitted correspondence, statements, returns and accounts to the Company at regular intervals, through Websters, but he sometimes conducted correspondence direct with the Company.

The appellant's method of operating was as follows. A person desiring insurance cover applied to the appellant, and if it was a risk of the kind usually accepted by the Company, the appellant wrote up a policy of Insurance, countersigned it as "local Underwriter" and forwarded the policy to Websters who signed it as Attorneys of the Company. The appellant collected the premium and all collections were paid into Websters' special Bank Account.

*In the
Supreme
Court of
Judicature
of Jamaica.*

No. 4.
Judgment
of
Mr. Justice
Carberry
31st July
1943,
continued.

10 If there were any questions about the risk which the appellant thought should be referred to head office, he cabled the Company in England and acted on their directions. But whenever the risk was accepted Websters signed the Certificate of Insurance, and on the form used for this purpose, this appears: "This Certificate is not valid unless signed by J. S. Webster & Sons" and a further direction on the form reads "In the event of loss or damage to the interest insured hereunder immediate advice to be given to the World Marine & General Insurance Co. Ltd., London, E.C.3, or to J. S. Webster & Sons, 17A Duke St., Kingston, Jamaica, to whom claims may be presented for collection and payment on account of all interested."

20 17A Duke St. is the location of the appellant's office and whenever a claim was presented there, the appellant enquired into it and if it was accepted by the Company, the appellant filled in a cheque for the amount of the claim and forwarded it, with supporting vouchers, to Websters who signed the cheque drawn on their special Bank Account.

30 If, however, the risk applied for was not one which the Company would accept, the appellant would offer it to another office. This he did by issuing a cover note on behalf of a London broker when the risk was of the type which that broker was always able to place. But when the appellant was in doubt as to whether one of the London brokers, with whom he was in touch, would be able to place the risk, he sought instructions by cable and when he was advised that he could do so, the appellant would issue a cover note inserting therein the name of the broker with whom he was dealing, and when he knew it, the name of the Insurance Company with whom the risk had been placed.

In these cases the appellant would collect the Insurance premium and share the commission with the London broker. The policy from the Company in London with whom the risk had been placed by the London broker, would be forwarded to the appellant by that broker for delivery to the person whose interest had been insured.

The appellant had no authority to adjust claims with regard to these risks. These claims were dealt with in London.

40 All the business done by the Company was Marine Ins. and the business done by the appellant through English brokers included Marine and Fire Risks. The appellant sometimes placed insurance for applicants with local Insurance Companies and in that case, he was paid a commission by the local company.

Neither the Company nor Websters exercised any control over the appellant with regard to his office, his staff or his hours of work. He was not entitled to leave; in this respect the appellant said "I am my

*In the
Supreme
Court of
Judicature
of Jamaica.*

No. 4.
Judgment
of
Mr. Justice
Carberry,
31st July
1943,
continued.

own master"—and the appellant was not entitled to any pension. In 1940 and 1941, his entire income was for all practical purposes derived solely from commissions earned by placing insurance risks.

He has been listed recently as an agent recognised by the Government of Jamaica as willing to cover War Risks Insurance on behalf of Lloyds but this was done without his approval, apparently by the Stamp Office, as he paid licence through that office in his own name under the Stamp Duty Law Cap. 197, in 1940 and 1941, in addition to the licences granted in the name of the Company for the same years.

The letter head of the appellant reads as follows: "Beresford W. 10
Boyd—Public Accountant & Auditor—Insurance Broker and Agent.
Fire, Accident, Life, Marine. Correspondents at London Lloyds and
New York."

It was admitted by Mr. Evelyn, who appeared for the appellant, that in respect of his activities other than those connected with The World Marine & General Ins. Co. Ltd. the appellant carried on the trade or business of an Insurance broker and that income derived from that trade or business was chargeable under sec. 3 (1) of the Excess Profits Law. But Mr. Evelyn contended that income derived by the appellant from commissions paid by the World Marine & General Ins. Co. Ltd. were not 20
so chargeable as the appellant was an employee or agent of that Company and that his employers or principals were liable.

With the second part of Mr. Evelyn's submission I am unable to agree. The appellant was certainly not an employee or agent of the Company and in spite of Websters' letter (Ex. 3) the appellant was not an employee or agent of Websters.

To my mind the facts show that the occupation of the appellant was that of placing risks on behalf of persons who desired insurance. He did this by offering the risk to the Company, through Websters, whenever they would have it, and if it were not acceptable, to the 30
Company, he then offered it through London brokers to another office; or he placed it with the local office, and I am unable to see any substantial difference between what the appellant did with regard to the Company and what he did with regard to the London brokers. In both cases the appellant placed Insurance risks through an agent with an Insurance Office. In the case of the Company, he placed the risks through an agent of the Company and in the case of the London brokers, they acted as the appellant's agents in placing risks.

In other words, the appellant carried on the trade or business of an Insurance broker, not only with regard to the risks he placed through 40
London brokers but also with regard to the risks he placed through Websters with the Company, and also with regard to the risks that he placed locally.

This case seems to be a stronger one than that of *Marsh v. The Commissioners of Inland Revenue* [1943] 1 A.E.R. 199. There the appellant was employed to one firm as a commercial traveller and did other similar work, with the permission of his employers, for other firms; and it was held that he was correctly assessed for excess profits tax as carrying on

the business of a commercial traveller and that the remuneration he received from his employers could not be excluded from the standard profits.

For these reasons the appeal is dismissed with costs fixed at 12 guineas.

(Sgd.) J. E. D. CARBERRY,
Judge (Acting).

31.7.43.

*In the
Supreme
Court of
Judicature
of Jamaica.*

—
No. 4.
Judgment
of
Mr. Justice
Carberry,
31st July
1943,
continued.

No. 5.

NOTICE of Application to State a Case for the Opinion of the Court of Appeal.

10 TAKE NOTICE THAT the Appellant herein APPLIES FOR THE STATEMENT OF A CASE herein by His Honour Mr. Justice Carberry pursuant to Section 23 Subsection 8 of the Excess Profits Tax Law 1941 for the opinion of the Court of Appeal on the following question of Law :—

“ Whether in making the computation for Excess Profits Tax under the provision of Sections 3 & 4 of Law 65 of 1941 the Assessment Committee is entitled to include the Income derived by the Appellant from his connection with the World Marine and General Insurance Company Limited.”

Dated this 6th day of August, 1943.

20

JOHN P. FRASER
Solicitor for Appellant.

*In the
Court of
Appeal,
Jamaica.*

—
No. 5.
Application
to state
Case for
Opinion of
the Court
of Appeal,
6th
August
1943.

To : Registrar of The Supreme Court Kingston and

To : The above-named Respondent, or

A. C. V. Graham, Esq.,
Respondent's Solicitor,
c/o Crown Solicitor's Office,
Kingston.

Filed by John P. Fraser of 112 Tower Street Kingston Solicitor for and on behalf of the above-named Appellant.

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No. 6.

Judge's Consent to State Case.

The 7th of October, 1943.

Let case be stated on the point of Law as asked.

Appellant's Solicitor to draft and submit case for approval.

(initialled) J.E.D.C.

J. (Ag.).

No. 6.
Judge's
Consent
to state
Case,
7th
October
1943.

*In the
Court of
Appeal,
Jamaica.*

No. 7.

CASE Stated for the Opinion of the Court of Appeal.

—
No. 7.
Case
stated,
23rd
November
1944.

1. This is a case stated for the opinion of the Court of Appeal pursuant to Section 23 (8) of the Excess Profits Law, 1941.

2. The Appellant was assessed for the chargeable accounting periods ending December 31st, 1940 and 1941 by the Assessment Committee in the sums of £83 and £1,118 respectively for Excess Profits Duty.

3. Copies of the Revenue Accounts for the periods in question are attached to this Case as a part thereof and are the documents numbered respectively 1 and 2. 10

4. The Appellant appealed against the said assessments and the matter came on for hearing before me on the 1st day of July 1941 when the oral evidence of the appellant and another witness was heard.

5. On the 31st of July 1943 I delivered written Judgment confirming the Assessments and dismissing the appeal with costs fixed at £12 12s. for the reasons set out in my said Judgment which is attached to this case and is the document numbered 3.

6. The facts which were proven before me are as follows :—

(1) The Appellant for several years prior to 1925 was an Insurance Agent. In relation to his activities as such he held a Power of Attorney as the Local Attorney and Agent of the World Marine and General Insurance Co. Ltd., (hereinafter referred to as the Company). 20

(2) Prior to 1925 the Appellant was Attorney and Agent for three other Insurance Companies but in the year 1925, he ceased to hold these offices and as no real relationship was subsequently entered into with any of them these facts do not affect the question involved.

(3) In the year 1925 the Appellant became seriously embarrassed financially and the Company and the other three Companies mentioned above cancelled their Powers of Attorney and determined his Agency. 30

(4) Thereafter arrangements were made for the continuance of the business of the Company in Jamaica.

(5) In October 1925 the Company appointed J. S. Webster & Son (hereinafter referred to as Webster's) their local Attorneys. A copy of the Power of Attorney is attached to this Case as a part thereof and is the document numbered 4.

(6) On the 31st day of October 1925 almost simultaneously with the execution of the above Power of Attorney Webster's 40 addressed a letter to the Company relating to the appointment of

the Appellant as Under-Writer for the Company. The letter is as follows :—

“ October 31st, 1925.

The Underwriter,
The World Marine & General Insurance Co. Ltd.
50, Cornhill,
London, E.C.2.

Dear Sirs,

Marine Agency.

10

In connection with our appointment as the Marine Agent of Your Company in Jamaica we agree to engage B. W. Boyd as the Underwriter in connection with the Agency business and to pay him the balance of Agency Commission and Office allowance received month by month, after retaining a sum of £16.13.4 per month for our services. It is understood that profit commissions, if any, will be payable to B. W. Boyd. The appointment of B. W. Boyd will not be cancelled or the terms of his appointment (as set out above) varied without reference to you.

Yours faithfully,

20

(Sgd.) J. S. WEBSTER & SONS.”

(7) On the 14th of September 1926 the Company and Webster's reduced the Agency Agreement into writing. A copy of the Agreement is attached to this Case as a part thereof and is the document numbered 5.

(8) From the year 1925 the Appellant has in fact continued in the position of “ Underwriter ” created in the circumstances above set out and for at least the past twenty-five years the principal source of the Income of the Appellant has been commissions paid to him by the Company.

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(9) In 1940 and 1941 the Appellant's income derived from the Company was £1,510 and £3,879 respectively. During the said years his income from other insurance work as hereinafter explained was £181 and £229.

(10) The Appellant's activities throughout the whole period consisted :—

(A) of work done as a result of the arrangements between himself and the Company above set out ;

(B) of work done in placing Insurance risks through Brokers and other Companies,

40

both of which activities are hereafter more particularly described.

(11) The Appellant's relations between himself, the Company and Websters and the manner in which the work is performed is as follows :—

(A) In the years 1940 and 1941 the Company held a Licence under the Stamp Duty Law to do Insurance business in Jamaica and the Appellant held a similar Licence in his own name.

*In the
Court of
Appeal,
Jamaica.*

—
No. 7.
Case
stated,
23rd
November
1944.
continued.

*In the
Court of
Appeal,
Jamaica.*

No. 7.
Case
stated,
23rd
November
1944,
continued.

(B) At the commencement of the Agreement and up to the year 1936 Websters provided the Appellant with an office. Websters then received and still continue to receive £200 as their remuneration, a payment described in one letter as "rent," by which the Appellant explained, was meant rent of the name of Webster's. This amount was at one time reduced to £120 per annum.

(C) Since the year 1936 the Appellant has provided his own office and appointed and paid his own staff. In the relevant period he rented an office at 17A Duke Street at an annual rental of £64.10 and his office staff cost him in 1940 £185.11 and in 1941 £347 17.6. The Company pays the Appellant a sum of £150 per annum towards his office expenses and this sum was paid to the Appellant even during the period when Webster's, without charge, furnished the Appellant with office space. 10

(D) The Appellant is supplied by the Company with Stationery Forms and books of Account to enable him to do the Company's business. The Appellant in fact did keep separate accounts for that business. He is also supplied with Insurance Certificates for the Company and Forms of Policies. A space 20 is provided in the Certificates and in these forms for the Appellant's signature and he is described in the Certificate as the Local Underwriter. Specimens of the Forms and of the Letter-heads are attached as a part of this Case and together numbered 6.

(E) All Commissions earned by the Agency are payable to the Appellant less a sum of £200 per annum which is payable to Webster's as their remuneration. Webster's keep a separate account for the Company and the Appellant pays all premium receipts to this Account and cheques in payment of claims are paid out of the said accounts. 30

(F) Nearly all the actual business of the Company is transacted by the Appellant. Webster's have the power to supervise his actions and are expected to maintain financial control. Persons desiring Insurance apply to the Appellant, and if the risk is one which the Company accepts the Appellant prepares and signs a Policy and collects the premiums. The Appellant submits to Webster's for their signature the Insurances thus negotiated for the Company which they actually complete by signing. They have never refused to complete a contract negotiated by the Appellant. The Appellant in the regular course of his activities 40 claims and arrives at settlements in respect thereof. If the matter requires to be referred to the Company the Appellant communicates directly with them and abides by their instructions. When the final amount to be paid has been determined the Appellant draws a cheque for signature by Webster's and forwards it with the necessary supporting vouchers and they complete the cheque and payment is made.

(G) Where the risk was of a kind usually accepted by the Company the Appellant would always deal with the matter by writing up the Policy of Insurance countersigning it as Local 50

Underwriter and forwarding it to Webster's who signed it as Attorney for the Company, expenses for cables and correspondence with the Company in connection with this work are refunded by the Company to the Appellant.

*In the
Court of
Appeal,
Jamaica.*

(12) The Appellant's other Insurance activities arise in the following manner :—

No. 7.
Case
stated,
23rd
November
1944,
continued.

10 (A) Where a risk applied for is not one which the Company would accept the Appellant offers it to another office. This he does by issuing a cover note on behalf of a London broker ; when the risk is of a type that the Broker is always able to place. If the Appellant is in doubt whether one of the London Brokers with whom he is in touch would be able to place the risk he communicates with the Broker by cable and when the matter is arranged he issues a cover note under the name of the Broker with whom he is dealing including if he knows it the name of the Insurance Company with whom the risk has been placed. The Appellant also effects similar business with Local Insurance Companies.

20 (B) The Policy covering the risk placed with the London Broker is forwarded to the Appellant by the Broker to be delivered to the person who is insured. The Appellant had no authority to adjust claims in connection with these Insurances.

(C) The Appellant's remuneration from work of this sort would be derived by sharing the commissions with the Broker through whom he arranged the matter.

30 (13) The Appellant used his office and his staff for all his activities. Neither the Company nor Webster's had control of the office or the staff or the hours of work of the Appellant. The Appellant was not entitled to leave nor was he a pensionable officer of the Company. The Appellant in fact stated " I am my own master."

(14) For the Appellant it was submitted :—

(A) That there was a distinction between the work done for the Company and the other work of the Appellant.

(B) That the Appellant was an employee of the Company and that he was carrying on in respect of those activities not his own business, but the business of the Company and that the Company was in fact liable to tax as carrying on business in Jamaica.

40 (C) That the Brokerage business carried on by the Appellant and his employment with the Company are so distinct and different that they cannot be said to be " a trade or business."

(D) That the method of payment i.e. by commissions does not exclude the possibility of the Appellant being a servant.

(15) For the Excess Profits Tax Commissioners it was submitted :—

(A) That the evidence does not show that the Appellant was strictly a servant of the Company since

*In the
Court of
Appeal,
Jamaica.*

No. 7.
Case
stated,
23rd
November
1944,
continued.

(1) his activities on behalf of the Company are inconsistent with those of a mere servant or agent ; and

(2) his remuneration depended solely upon the amount of business which he did ; and

(3) he was not subject to the direction and control of the Company ; and

(4) he maintained his own office and employed his own staff.

(B) That there was no internal division of his activities and that the activities on behalf of the Company were not severable 10 from his other activities, that in fact they were all activities of the same nature and constituted a single business which was the Appellant's business.

(16) I came to the conclusion :—

(A) That the Appellant was not an employee or Agent of the Company.

(B) That there was no substantial difference between what the Appellant did with regard to the Company and what he did with regard to the London Brokers. In both cases the Appellant placed Insurance risks through an agent with an Insurance office. 20 In the case of the Company he placed the risk through Webster's, the agent of the Company, and in the case of other risks through the London Brokers who act as his agent in placing the risks.

(C) That the Appellant carried on a single trade or business of an Insurance Broker.

(17) " The question for the opinion of Court is whether upon the facts found as set out by me I was justified in coming to the conclusion that the Appellant carried on the trade or business of an Insurance Broker so as to be liable to Excess Profits Tax under the provision of Sections 3 and 4 of Law 65 of 1941 in respect of all 30 his activities."

(sgd.) J. E. D. CARBERRY

J. (Ag.)

23rd November 1944.

No. 8.

JUDGMENT of the Court of Appeal on the Case Stated.

No. 8.
Judgment
of the
Court of
Appeal,
27th July
1945.

The appellant, Boyd, was assessed to pay excess profits tax by the Assessment Committee and appealed to a Judge in Chambers. The Judge, Carberry, J., upheld the assessment but stated a case for the opinion of this Court. The question for our opinion is whether on the facts before 40 the learned Judge the proper inference is that the appellant was carrying on a trade or business within the meaning of Section 3 of the Excess Profits Tax Law, 65 of 1941. The material portions of Section 3 are as follows :

3.—(1) This Law shall apply to all trades or businesses of any description carried on in the Island, or carried on, whether personally or through an agent, by persons ordinarily resident in the Island.

(2) All trades or businesses to which this section applies carried on by the same person shall be treated as one trade or business for the purpose of this Law.

*In the
Court of
Appeal,
Jamaica.*

(3) For the purposes of this section—

(a) the carrying on of a profession by an individual or by individuals in partnership shall not be deemed to be the carrying on of a trade or business if the profits of the profession are dependent wholly or mainly on his or their personal qualifications :

No. 8.
Judgment
of the
Court of
Appeal,
27th July
1945,
continued.

10 Provided that for the purpose of this subsection the expression “profession” does not include any trade or business consisting wholly or mainly in the making of contracts on behalf of other persons or the giving to other persons of advice of a commercial nature in connection with the making of contracts.

The language is wide, “trades or businesses of any description,” but it seems clear that to be assessable to tax the trade or business must be carried on by the person on his own account.

20 Prior to 1925 the appellant was an insurance agent and acted for four different Companies, including the World Marine & General Insurance Co. Ltd. (hereinafter referred to as the Company). In 1925, owing to the appellant becoming financially embarrassed, all four Companies withdrew their agencies from him. On the 27th October, 1925, the Company appointed J. S. Webster & Son (hereinafter referred to as Websters) their local Attorneys and on the 31st October, 1925, Websters wrote to the Company as follows :—

“October 31st, 1925.

30 The Underwriter,
The World Marine & General Insurance Co., Ltd.,
50, Cornhill,
London, E.C.2.

Dear Sirs,

Marine Agency.

40 In connection with our appointment as the Marine Agent of your Company in Jamaica we agree to engage B. W. Boyd as the Underwriter in connection with the Agency business and to pay him the balance of Agency Commission and Office allowance received month by month, after retaining a sum of £16.13.4 per month for our services. It is understood that profit commissions, if any, will be payable to B. W. Boyd. The appointment of B. W. Boyd will not be cancelled or the terms of his appointment (as set out above) varied without reference to you.

Yours faithfully,

(Sgd.) J. S. WEBSTER & SONS.”

On the 11th September, 1926, Websters and the Company reduced into writing their agency agreement, Ex. C.R.W.2.

*In the
Court of
Appeal,
Jamaica.*

No. 8.
Judgment
of the
Court of
Appeal,
27th July
1945,
continued.

There can be no doubt that the Company knew that the appellant was doing the actual work in connection with their business in Jamaica, and they have on occasions communicated direct with him, but there is nothing to indicate the extent, if any, to which they considered they were entitled to his services, exclusive or otherwise, in connection with marine insurances. In the agreement between the Company and Websters there is no mention of the appellant.

The reason for the change made by the Company seems clear enough. After the appellant got into difficulties the Company determined to put a responsible firm, Websters, in control of the funds collected locally, 10 the appellant continuing to do the actual work of the agency.

We must assume that no agreement defining the relationship between the appellant and Websters or the appellant and the Company exists as none was produced before the learned Judge. The contention on behalf of the appellant was that he was engaged in implementing whatever were the obligations and duties of Websters towards the Company under their agreement with the Company and that Websters employed the appellant on the instructions of the Company. We are therefore asked to conclude that the result was that the appellant was under an obligation to hand 20 over to the Company all insurance risks acceptable to them and consequently that he was not a person carrying on a business of his own. No doubt the course of dealing of the appellant was to hand over to the Company all insurance risks likely to be accepted by them, but this in our opinion was done as a matter of business for his own benefit, and not by reason of any legal obligation he owed to the Company. In fact it would appear that he decided the question of whether the risks should be submitted to the Company or not.

It is to be observed that there is no clause in the agreement whereby the Company could claim the exclusive services of Websters in relation to marine or other insurances, and Websters are under no obligation to 30 procure insurances only for the Company. It would also appear that Websters are not prevented from obtaining (except as a matter of good business) other agencies of a similar character.

Although it is not necessary for us to determine the exact relationship between the appellant and the Company, Counsel for the appellant was invited during the argument to define that relationship. He submitted that he was not a servant, but a person occupying some undefined and peculiar position towards the Company, which justified the Court in taking the view that the business he was carrying on was not his own but that of the Company. No doubt, in a sense, it was the business of the Company 40 to a limited extent that any agent or sub-agent can be said to carry on the business of his principal, and it is equally true that the appellant derived a substantial portion of his income from that source, but we can find no facts or rule of law to justify the opinion that there was an implied condition that he was under an obligation to give his exclusive services to the Company and to hand over all marine insurance risks to them. It would also appear that there was nothing to prevent the appellant from giving up the work of the agency at any time. In the agreement between Websters and the Company there is no clause whereby the Company were entitled to the exclusive services of Websters for their 50

business, and we fail to see how such a clause can be imported into the relationship of the appellant to the Company, whatever that may be. A clause of that nature, although not necessarily a determining factor, would, no doubt, add weight to the argument advanced on behalf of the appellant, that the business was not his own independent business.

*In the
Court of
Appeal,
Jamaica.*

No. 8.
Judgment
of the
Court of
Appeal,
27th July
1945,
continued.

10 In *Robbins v. Inland Revenue Commissioners* [1920] 2 K.B. 677, the Court had to determine a similar problem arising out of the words "trade or business" within the meaning of the Finance (No. 2) Act 1915, part III, and the Court of Appeal was of opinion that the matter turned entirely
upon the agreement between the appellant and his employers and attached importance to the fact that under the agreement the appellant had to give his whole time exclusively to the business of the employer, and could not do any business for anybody else. In addition the employers had a right to direct the details of the business and paid for the office furniture and all the expenses except travelling expenses.

On these and other facts the Court came to the conclusion that the appellant was a whole-time servant and not carrying on a business of his own.

20 No doubt each case must depend on its own facts, but the points that were stressed by the Court as indicative of the relation of master and servant are of assistance to us in determining the relationship between the appellant and Websters and the Company.

It is significant that before the learned Judge the argument advanced on behalf of the appellant was that he was an employee of the Company, in other words, a servant, but that contention was abandoned in this Court. It may well be that the appellant has since realised the implications of that submission which certainly appeared to be contrary to his own impression of his position, which he crystallised in the words "I am my own master." His opinion is not necessarily conclusive but there are
30 other circumstances which support his view. The Company did not pay all his office expenses but merely made a contribution towards them. In 1941 these amounted to £412.7.6 and the Company paid the appellant £150 towards the expenses. The letter head on the appellant's paper was :

"BERESFORD W. BOYD
Public Accountant & Auditor
Insurance Broker & Agent
Fire, Accident, Life, Marine

Established 1917
Correspondents
at London,
Lloyds & New York "

40 Furthermore the appellant took out a licence under the Stamp Duty Law in his own name. He also carried on other insurance activities, and there does not appear to be any reason why the appellant should not acquire additional insurance agencies.

The question posed for our opinion largely depends for its solution on facts and there does not seem room to lay down any legal principles. The learned Judge on the facts before him, which are set out in the stated case, drew an inference adverse to the appellant and in our opinion he was right in doing so.

*In the
Court of
Appeal,
Jamaica.*

No. 8.
Judgment
of the
Court of
Appeal,
27th July
1945,
continued.

It seems to us that the appellant was carrying on the business of an insurance agent on his own account and in our opinion the learned Judge was justified in coming to the conclusion that the appellant was liable to excess profits tax.

As the Judge who heard the appeal in Chambers is no longer acting as one of the Judges of the Supreme Court and it is therefore impossible for us to send the case back to him to do what is right in the matter, we propose to make the necessary order and to dismiss the appeal with costs.

(Sgd.) H. H. HEARNE Chief Justice.

W. SAVARY J.

10

Delivered 27th July, 1945.

G. TRACEY WATTS J.

No. 9.
Formal
entry of
Judgment
on the
Appeal,
3rd
September
1945.

No. 9.

FORMAL ENTRY OF JUDGMENT ON THE APPEAL.

UPON the Appeal by way of case stated by Mr. Justice Carberry herein coming on for hearing on 10th 11th and 27th days of July 1945 and upon hearing Mr. N. W. Manley K.C. on behalf of the Appellant and the Solicitor-General on behalf of the Respondent This Court doth ORDER and ADJUDGE—

(1) That the question contained in the paragraph numbered 17 of the said case stated be answered in the affirmative.

20

(2) That the Appellant pay the taxed costs of the Respondent of the Appeal.

Dated the 3rd day of September, 1945.

(Sgd.) TREVOR L. LYONS,
Registrar.

Entered by G. E. WADDINGTON of the Crown Solicitor's Office, Public Buildings (East), Kingston, Solicitor for and on behalf of the Respondent.

No. 10.
Order
granting
Leave to
Appeal to
His
Majesty
in Council,
17th
September
1945.

No. 10.

ORDER Granting Leave to Appellant to Appeal to His Majesty in Council.

30

The 17th day of September, 1945.

UPON MOTION this day by Mr. N. W. Manley K.C. of Counsel on behalf of the Appellant and upon hearing Mr. R. R. Phillips, Acting Crown Counsel on behalf of the Respondents and upon referring to the records and proceedings herein and it appearing that the matter in dispute on the Appeal hereinafter mentioned amounts to or is of the value of upwards of Three Hundred Pounds Sterling and that the said Appeal involves a claim or question to or respecting property or a Civil right amounting to or of the value of upwards of Three Hundred Pounds Sterling

IT IS HEREBY ORDERED :—

40

1. That Leave is hereby granted to the Appellant to appeal from the Judgment and Order by this Honourable Court in favour of the Respondents on the 27th day of July, 1945 to His Majesty in Council.

2. That the Appellant within a period of six weeks from the date of this Order do enter into good and sufficient security to the satisfaction of this Court in the sum of Three Hundred Pounds for the due prosecution of the Appeal and the payment of all such costs as may become payable to the Respondents in the event of the Appellant not obtaining an Order granting him final leave to Appeal or of the Appeal being dismissed for non-prosecution or of His Majesty in Council ordering the Appellant to pay the Respondents' costs of the Appeal.

3. That the Judgment appealed from be carried into execution.

10 4. No condition is imposed under Section 4 Sub-section (b) of the Rules governing Appeals to Privy Council but liberty to apply for such condition in event of undue delay.

5. That the costs of and incident to this Order be costs in the Cause.

By the Court.

(Sgd.) TREVOR L. LYONS,

Registrar.

NOTE.—This Order is entered by JOHN P. FRASER, of 112 Tower Street, Kingston P./O., Solicitor for and on behalf of the Appellant.
Entered 15th November 1945.

*In the
Court of
Appeal,
Jamaica.*

No. 10.
Order
granting
Leave to
Appeal to
His
Majesty
in Council,
17th
September
1945,
continued.

20

No. 11.

LIST OF DOCUMENTS not transmitted.

No. 11.
List of
Documents
not
transmitted

NO.	DESCRIPTION.	DATE OF FILING.
1.	Appellant's Notice of Intention to call oral evidence at the hearing in Chambers ..	30th June 1943
2.	Appellant's Notice of Motion for leave to appeal to His Majesty in Council	14th August 1945
3.	Affidavit in support of Appellant's application for leave	14th August 1945
4.	Appellant's Bond for due prosecution of appeal to His Majesty in Council	24th October 1945

30

*Exhibits.***EXHIBITS.****C.R.W.1.**

Power of
Attorney,
Hoyles to
Webster
et al,
27th
October
1925.

C.R.W. 1.

POWER OF ATTORNEY, W. A. W. Hoyles to James Samuel Webster et al dated 27th October, 1925—recorded Island Record Office, Jamaica, Liber New Series 25, Folio 442.

TO ALL TO WHOM THESE PRESENTS SHALL COME GREETING
WHEREAS THE WORLD MARINE & GENERAL INSURANCE
COMPANY LIMITED the Registered Office whereof is situate at No. 30,
Cornhill in the City of London, England (hereinafter called "the 10
Company") by Deed dated the Eighth day of September One thousand
nine hundred and twenty-five appointed me WILLIAM ARCHIBALD
WILSON HOYLES of 30 Cornhill London aforesaid the Assistant
Secretary of the Company its true and lawful Attorney in the Island of
Jamaica for and in the name of the Company to do perform fulfil and
execute (inter alia) all or any of the following acts matters and things :

FIRST : To receive proposals for issuing and to issue upon such terms
as its said Attorney shall think fit Policies of Insurance on Ships Freight
Cargo Merchandise and Effects and all lawful matters and things usually 20
underwritten or forming the subject of Marine Insurance within the scope
of the Memorandum of Association of the Company and subject to the Rules
and Regulations of the Articles of Association of the Company and to the
directions and restrictions which may now or at any time or times hereafter
be specified in any separate letter or letters of instructions to be transmitted
by the Board of Directors or Underwriter of the Company or other persons
authorised in that behalf to its said Attorney.

SECONDLY : To receive the premiums due and to become due or
payable upon or in respect of such policies and to execute and give
sufficient and valid receipts and discharges for the same.

THIRDLY : To issue policies under authority of these Presents each 30
Policy to state (amongst other things) the nature of the interest to be
insured and the terms or conditions upon which risks are to be taken but
in all cases the amount to be taken on risk is not to exceed the sum or sums
specified or to be specified in any letter or letters of instructions which may
now or at any time or times hereafter be addressed to its said Attorney by
the Board of Directors or the Underwriter of the Company or other persons
authorised in that behalf which sum or sums may be made payable in any
port or place where there may exist an agency of the Company or where-
soever the Board of Directors or Underwriter thereof or other persons
authorised in that behalf may direct. 40

FOURTHLY : To rescind abandon alter or renew at the discretion
of its said Attorney and upon such terms as he shall think fit any Contract
or Contracts entered into by its said Attorney on behalf of the Company.

FIFTHLY : To institute conduct compromise or abandon or refer to
arbitration on such terms as its said Attorney may think fit any action
suit or proceeding relating to any Contract entered into by the Company
at its Head Office or in Jamaica or at any other of its agencies or in respect
of any other cause matter or thing whatsoever relating to the Company
arising out of any such Contract or Contracts and to pay losses state settle 50
and adjust accounts and claims to return premiums and generally to do
and perform such acts as may be necessary for carrying on the business of

the Company in Jamaica in conformity with and subject to the terms and conditions of the said Memorandum and Articles of Association of the Company and the directions and restrictions which may now or at any time or times hereafter be specified in any separate letter or letters of instructions transmitted by the Board of Directors or Underwriter of the Company or other persons authorised in that behalf to its said Attorney.

SIXTHLY : To reinsure if its said Attorney shall think fit in all cases where the same can or may be lawfully done and where the Rules and Regulations of the Company permit of such reinsurance.

10 SEVENTHLY : For the purpose of paying any claim under or in respect of any of such policies as its said Attorney is hereby empowered to settle adjust and pay but not for any other purpose the Company hereby authorises its said Attorney to draw Bills of Exchange upon the Company and to sell the same and with the proceeds thereof to make the payments aforesaid.

20 EIGHTHLY : To pay or cause to be paid into such Local or other Banks as the Board of Directors or Underwriter of the Company or other persons authorised in that behalf may by such letter or letters as aforesaid specify or direct in the name of the Company all moneys securities for money cheques Bills of Exchange or funds of and belonging to the Company and to draw out the same or any portion or portions thereof as the business of the Company may require or demand and to that end to draw and negotiate all cheques or orders for payment of money and give good or valid receipts for such moneys or funds to be drawn out as aforesaid and generally to act for and represent the Company in Jamaica.

30 NINTHLY : To enter into and make sign seal execute deliver acknowledge and perform any deed contract agreement writing or thing that may in the opinion of its said Attorney be necessary or proper to be entered into made signed sealed executed delivered acknowledged or performed for effectuating the purposes aforesaid or any of them and for all or any of the purposes of these Presents to use the name of the Company.

40 AND by the said Deed the Company also empowered me to appoint and at my discretion to remove any substitute or substitutes for or agent or agents under me in connection with any of the purposes aforesaid upon such terms as I should think fit NOW KNOW YE that by virtue of such last mentioned power and of all other powers me hereunto enabling I HEREBY APPOINT James Samuel Webster Olney Clive Webster and Carl Rosebery Webster of the firm of J. S. Webster & Sons of Kingston in the Island of Jamaica jointly and severally to be the Attorneys of the Company for it and in its name or in my name to do perform fulfil and execute all or any of the aforesaid acts matters and things specified in the above mentioned Clauses First to Ninthly inclusive which I was authorised to do by the said deed in the same manner and as effectually as the Company or as I might now do them or any of them or as they the said James Samuel Webster Olney Clive Webster and Carl Rosebery Webster could have done them or any of them if they had in my stead received authority thereto in the said Deed AND I HEREBY AGREE to ratify and confirm all

Exhibits.
C.R.W.I.
Power of
Attorney,
Hoyles to
Webster
et al,
27th
October
1925,
continued.

Exhibits.

C.R.W.1.

Power of
Attorney,
Hoyles to
Webster
et al,
27th
October
1925,
continued.

that the said James Samuel Webster Olney Clive Webster and Carl Rosebery Webster shall do or cause to be done by virtue hereof.

IN WITNESS whereof I have hereunto set my hand and seal this Twenty-seventh day of October One thousand nine hundred and twenty-five.

SIGNED SEALED and DELIVERED by
the said William Archibald Wilson } (Sgd.) W. A. W. HOYLES.
Hoyles in the presence of

(Sgd.) H. D. MACAULAY ORRETT, J.P.

BE IT REMEMBERED that on the 27th day of Oct. in the year 10 One thousand nine hundred and Twenty-five at the city and parish of Kingston in the Island of Jamaica before me the undersigned one of His Majesty's Justices of the Peace in the said Island personally came and appeared the said WILLIAM ARCHIBALD WILSON HOYLES the party named in the foregoing written Deed Poll or Power of Attorney and then and there in my presence did duly sign seal and as and for his proper act and deed execute deliver and acknowledge the said Deed Poll or Power of Attorney for the purposes therein mentioned.

(Sgd.) H. D. MACAULAY ORRETT, J.P.

C.R.W.3.

Letter,
J. S.
Webster &
Sons to
the Under-
writer,
World
Marine and
General
Insurance
Co. Ltd.,
31st
October,
1925.

C.R.W. 3.

20

LETTER, J. S. Webster and Sons to the Underwriter, the World Marine and General Insurance Company Limited.

October 31st, 1925.

The Underwriter,
The World Marine & General Insurance Co., Ltd.,
30, Cornhill,
London, E.C.2.

Dear Sirs,

Marine Agency.

In connection with our appointment as the Marine Agents of your 30 Company in Jamaica we agree to engage B. W. Boyd as the Underwriter in connection with the Agency business and to pay to him the balance of Agency commission and Office allowance received month by month, after retaining a sum of £16.13.4d. per month for our services. It is understood that profit commissions, if any, will be payable to B. W. Boyd.

The appointment of B. W. Boyd will not be cancelled or the terms of his appointment (as set out above) varied without reference to you.

Yours faithfully,

J. S. WEBSTER & SONS

By _____ 40

C.R.W. 2.

AGREEMENT between The World Marine and General Insurance Company Limited and J. S. Webster and Sons, dated 14th September 1926.

Exhibits.

C.R.W.2.
Agreement
between
World
Marine and
General
Insurance
Co. Ltd.
and J. S.
Webster
and
Sons,
14th
September
1926.

THIS AGREEMENT made the Fourteenth day of September One thousand Nine hundred and Twenty-six between THE WORLD MARINE AND GENERAL INSURANCE COMPANY LIMITED the Registered Office whereof is situate at No. 30 Cornhill, in the City of London (Hereinafter called "The Company") of the one part and the firm of J. S. WEBSTER AND SONS of the City and parish of KINGSTON, 10 in the Island of Jamaica (Hereinafter called "The Agents") of the other part WHEREBY IT IS AGREED AS FOLLOWS:—

1. THE said firm of J. S. WEBSTER AND SONS shall act as Agents for the Company for Jamaica as and from the First day of November One thousand Nine hundred and Twenty-five the date hereof notwithstanding until this Agreement shall be determined as hereinafter mentioned.

2. THE Company shall pay monthly to the Agents as and by way of Commission for their services such a sum as shall be equal to Thirteen per cent. on the Nett Premiums actually received by the Company in 20 respect of the business transacted by the Agents hereunder such commission to be ascertained after deducting returns and reinsurances (if any).

3. THE Company also agrees to pay the Agents as and by way of further remuneration Ten Per cent. commission on the Average Nett Annual Profits computed on a three years' basis in respect of the business transacted by the Agents as hereinafter defined.

a. To ascertain such Profit there shall be deducted from the premiums received all claims, losses, returns (less recoveries), reinsurances, commissions, expenses and Seven per cent. of the premiums for expenses incurred in London.

30 b. The Profits for the year 1926 shall be ascertained on the 31st December 1928 and for the following years on each succeeding 31st December during the continuance of this Agreement.

c. It is understood and agreed that any outstanding or unknown losses or disputed claims not included in the account rendered shall be charged in the subsequent statement.

40 d. For the period ending 31st December 1926 the Profit Commission will be calculated at Ten per cent. on the Nett Agency Profits as computed above. For the year ending 31st December 1927 the Agents' share of the Profits will be Ten per cent. on such proportion of the total Nett Agency Profits from the date of appointment as the period of one year bears to the then duration of the Agency and in each subsequent year the Agents' share will be Ten per cent. of one-third of the Nett Agency Profits of the Company for the three years ending with the twelve monthly period in respect to which the Profit Commission is computed.

Exhibits.
 C.R.W.2.
 Agreement
 between
 World
 Marine and
 General
 Insurance
 Co. Ltd.
 and
 J. S.
 Webster
 and
 Sons,
 14th
 September
 1926,
continued.

A Statement signed by the Auditor or Auditors for the time being of the Company as to the amount of such percentage shall be final and binding upon both parties.

4. THE Agents shall not in any respect be or be deemed to have the rights of partners with the Company.

5. ALL Moneys payable by the Agents pursuant to this Agreement shall be paid to the Company by Draft on London.

6. IN the event of money being required at any time for the payment of Losses or Claims the Agents shall first exhaust the balance at the Company's credit in their hands and then draw on the Company 10 at the customary usance but at not less than three days sight for any deficiency that there may be.

7. THE Agents shall collect the premium in the customary manner and after deduction of Commission Losses and Charges shall remit the balance monthly to the Head Office of the Company.

8. THE Agents shall in all matters relating to the Agency business perform and observe such instructions as may from time to time be communicated to them from the Head Office of the Company either by the Directors of the Company the Underwriter of the Company or such other person or persons for the time being authorised in that behalf and 20 will use their best and utmost efforts to promote the business and interests of the Company.

9. THE Company shall pay the disbursements reasonably incurred by the Agents for telegrams postages and petty charges in respect of the business to be transacted hereunder.

10. THE Agents shall issue all policies and accounts and keep the necessary books.

THE Company shall provide all Books and Stationery necessary for carrying on the business of the Company. Such Books and Stationery shall remain the property of the Company and shall be open to inspection 30 at any time by the Company's authorised Officers. No Books, Letters or Records of any description shall be destroyed during the engagement of the Agents without the sanction of the Head Office.

11. EITHER party shall be at liberty to determine this Agreement upon giving to the other Three Calendar Months previous notice in writing, such notice to be sent by Registered Post to the Company or to the Agents (as the case may be) and at the expiration of such notice this Agreement shall determine without prejudice nevertheless to the rights and remedies of either party hereto accruing prior thereto.

12. IN case any difference or dispute shall hereafter arise between 40 the Company and the Agents as to these presents or any clause matter

or thing herein contained or as to the rights duties or liabilities of either party hereto hereunder or as to the amount payable to the Agents hereunder the matter in difference shall be forthwith referred to two Arbitrators carrying on business in London (one to be appointed by each party) and to such third Arbitrator carrying on business in London as may be appointed by such Arbitrators before entering upon the reference pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that behalf contained in the Arbitration Act 1889.

Exhibits.
—
C.R.W.2.
Agreement
between
World
Marine and
General
Insurance
Co. Ltd.
and J. S.
Webster
and Sons,
14th
September
1926,
continued.

- 10 13. THIS AGREEMENT shall be construed strictly in accordance with the Laws of England.

IN WITNESS WHEREOF the Company hath caused its Common Seal to be hereunto affixed and the Agents have hereunto set their hands the day and year first above written.

The Common Seal of THE WORLD
MARINE AND GENERAL INSURANCE
COMPANY LIMITED was affixed hereto
pursuant to a Resolution of the Board
in the presence of

- 20 (Sgd.) IVA PHILIPPS *Director*

IRVING H. CORTAZZI *Secretary.*

B.W.B. 12.

LETTER, World Marine and General Insurance Company Limited to B. W. Boyd, Esq.

9 and 11 Fenchurch Avenue,
London, E.C.3,

B. W. Boyd Esq.,
17A Duke Street,
Kingston,
Jamaica, B.W.I.

13th January, 1939.

B.W.B.12.
Letter
World
Marine and
General
Insurance
Co. Ltd.,
to
B. W. Boyd
13th
January
1939.

- 30 Dear Sir,

Marine Agency—Remuneration.

Referring to the communications which you addressed to this Company during the last quarter of 1938, very careful consideration has been given to the position consequent upon your complete withdrawal of the charges which were made against this Department.

Accordingly, as and from the 1st January, 1938—12 months ago—we will increase your Commission from 15% to 17½% on the nett premiums

Exhibits. encashed by this Company and you may credit yourself with the difference between 15% and 17½% in your next account.

B.W.B.12.
Letter
World
Marine and
General
Insurance
Co. Ltd.,
to
B. W. Boyd,
13th
January
1939,
continued.

As to Profit Commission, this figure will undergo a material increase of from 10% to 15% and it too will be made retrospective to the 1st January, 1938. In connection therewith, of course, we would make special mention of the fact that until your indebtedness to Messrs. J. S. Webster & Sons is completely liquidated the Profit Commission accruing will be paid direct to our authorised Marine Agents.

Respecting Office Allowance; we regret our inability to make any alteration in the present figure of £150 per annum. 10

We trust our very generous gesture to help will be fully appreciated by you as we can assure you that no Agent is in receipt of such favourable treatment as is now being extended to you.

In return we consider you should make every effort to render our Returns and Accounts very promptly and in this connection we think they should be posted to us not later than the third week in the following month. To be precise, the January Returns should be posted not later than the third week of February.

Yours faithfully,

?

20

Underwriter.

B.W.B.10A
Govern-
ment
Licence
issued to
Appellant
for carrying
on
Insurance
Business,
10th June
1940.

B.W.B. 10a.

ORIGINAL GOVERNMENT LICENCE issued to Appellant for carrying on Insurance Business for 12 months from 29th April 1940.

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Jamaica SS.

Stamp £15
Stamp £10
d/d. 10.6.40.

In pursuance of the power to me given and granted under the provisions of Chap. 197 entitled "The Stamp Duty Law," I do hereby authorize and License 30

BERESFORD WILSON BOYD

whose principal address or head office is situate at 17A Duke Street Kingston Ja. B.W.I. to transact Insurance business in this Colony for a period of twelve months from the twenty-ninth day of April 1940.

In testimony whereof, I have hereunto set my hand this tenth day of June in the fourth year of His Majesty King George VI reign, and in the year of Our Lord One Thousand Nine Hundred and forty.

(Sgd.) GERALD A. HOWDEN
for Deputy Stamp Commissioner.

40

B.W.B. 14.

COVER NOTE dated 13th December 1940 issued by Appellant to Webster Lumber Co. Ltd.

BERESFORD W. BOYD,

PUBLIC ACCOUNTANT & AUDITOR

Insurance Broker & Agent.

FIRE, ACCIDENT, LIFE, MARINE.

CABLE ADDRESS " WORLD "
CODE USED BENTLEY'S

ESTABLISHED 1917

CORRESPONDENTS AT LONDON, LLOYD'S AND NEW YORK

*Exhibits.*B.W.B.14.
Cover Note
issued by
Appellant
to
Webster
Lumber
Co., Ltd.,
13th
December
1940.*17a Duke Street,
Kingston, Jamaica, B. W. I.*

10

13th December 1940.

COVER NOTE No. 761.

*Dear Sir,**In accordance with your instructions I beg to advise having effected the
the risks of
following insurance against/ Fire and Lightning :—*£1,150 on buildings in the course of erection including materials on the
ground and labour in relation thereto :—

20	1. Property of J. A. Blake, Lot 2 Winchester Park, Winchester Road	
	Premium £1,150 @ 2/10ths the A. Rate of 24/-%	£2.15. 2
	Policy & Stamp	1. 0
		<hr/> £2.16. 2
	Less Local Policy Stamp	7. 6
		<hr/> £2. 8. 8

Period of 1 month from 12/12/40 to 12/1/41

*With Lloyd's Underwriters thro' H.R. & C-C (O) Ltd.**Policy will be prepared and forwarded in due course.*

To

Messrs. Webster Lumber Co. Ltd.,
&/or as Agents,
Kingston.*Yours very truly,*

30

(E. & O. E.)

*Exhibits.***B.W.B. 10b.**

B.W.B.10b.
Government
Licence
issued to
Appellant
for
carrying on
Insurance
Business,
2nd June
1941.

ORIGINAL GOVERNMENT LICENCE issued to Appellant for carrying on Insurance Business for 12 months from 29th April 1941.

64

JAMAICA SS.

Stamp £15

Stamp £10

d/d. 2.6.41.

In pursuance of the power to me given and granted under the provisions of Chap. 197, entitled "The Stamp Duty Law," I do hereby authorise and License the

BERESFORD WILSON BOYD

10

whose principal address or head office is situate at 17A Duke Street Kingston Ja. B.W.I. to transact Insurance business in this Colony for a period of twelve months from the twenty-ninth day of April 1941.

In testimony whereof, I have hereunto set my hand this second day of June in the fifth year of His Majesty King George VI reign, and in the year of Our Lord One thousand Nine Hundred and forty-one.

C. R. CAMPBELL,

Deputy Stamp Commissioner.

B.W.B.7.
Income Tax
Return by
Appellant,
30th June
1941.

B.W.B. 7.**INCOME TAX RETURN by Appellant for year ending 31st December 1940.**

20

REVENUE ACCOUNT :—

		£	s.	d.	£	s.	d.
Commission	World Marine	..	1,239	12	11		
Office Allowance	" "	..	150	0	0		
Profit Commission	" "	..	120	18	9		
Commission from :—					1,510	11	8
Glanvill, Enthoven & Co. (Overseas) Ltd.			47	10	6		
Hogg Robinson & Capel-Cure (") Ltd.			109	17	10		
Glanvill, Enthoven & Co. Ltd.	..	..	18	19	5		
Companies (Local)	..	..	5	4	0		
Other earnings :—					181	11	9 30
Expenses attending Court	..	..	7	6			
Survey Fees	..	..	2	12	6		
					3	0	0
					£1,695	3	5

Accountancy Fees nil

EXPENSES :—

Wages	..	..	..	..	185	11	0
Sundry expenses including cables	£41	14	7				
Less cables reimbursed	..	4	6	7			
					37	8	0
Commission to Kenneth Cocking	..	..	1	4	11		40
Office Rent	..	..	61	10	0		
Telephone Rental	..	..	15	0	0		
License	..	..	25	0	0		
			325	13	11		
J. S. Webster & Sons	..	..	120	0	0		
					445	13	11
Balance Assessable	..	..			£1,249	10	6

Dated this Thirtieth day of June 1941.

Exhibit 15.

LETTER, B. W. BOYD, Esq., to The Commissioner of Income Tax.

Confidential.

17A Duke Street,
Kingston, Jamaica, B.W.I.

30th July 1941.

Sir,

I take pleasure in enclosing herewith my Return for the year of Assessment 1941.

You will observe that I made a deduction in respect of the sum of
10 £120 which is paid to Messrs. J. S. Webster & Sons, who sign as Agents
for "The World Marine & General Insurance Co. Ltd." In the past, I
did not deem it desirable to go into the details concerning the arrangement
between this firm and myself for the reason that the amount of tax which
was payable in respect of £200 and later £120 was not relatively important,
but under the new Income Tax Law the amount involved is £36.

I will now give the full facts which brought about the arrangement,
which virtually constitutes a partnership.

The Company suggested that in view of the fact that my financial
position had become increasingly difficult consequent on financial losses,
20 and fearing that one of my creditors might obtain a Provisional Order
against me, it was considered desirable in the interest of the Company and
myself, that I should transfer the Agency to some person or firm and pay
them something out of the income. When in London in September 1925
the Company suggested that I should pay £150 per annum to the Agent
who would be appointed I retaining the balance, but my counter suggestion
was that I would pay the Agent £200. At a later date, it was mutually
arranged that the sum should be reduced to £120.

During the period 1st November 1925 to 31st March 1936 the Agents
gave me office accommodation.

30 In view of the above disclosure you will now conclude that I am
justified in making the deduction.

Yours faithfully,

The Commissioner of Income Tax,
Kingston.

(Sgd.) B. W. BOYD.

B.W.B. 11.

ORIGINAL GOVERNMENT LICENCE issued to the World Marine and General Insurance
Company for carrying on Insurance Business for 12 months from 25th October 1941.

92
Jamaica SS.

Stamp £15.

Stamp £10.

4.11.41.

40

In pursuance of the power to me given and granted under the provisions
of Chapter 197, entitled "The Stamp Duty Law," I do hereby authorize
and License the World Marine and General Insurance Co. whose principal

Exhibits.

Exhibit 15.
Letter,
B. W. Boyd,
Esq.,
to The
Commis-
sioner of
Income
Tax,
30th July
1941.

B.W.B.11.
Govern-
ment
Licence
issued to
World
Marine and
General
Insurance
Co. Ltd.,
for
carrying on
Insurance
Business,
4th
November
1941.

Exhibits.

B.W.B.11.
Government
Licence
issued to
World
Marine and
General
Insurance
Co. Ltd.,
for
carrying on
Insurance
Business,
4th
November
1941.
continued.

address or head office is situate at Lloyds Building, Lime St., London E.C.3 to transact Insurance business in this Colony for a period of twelve months from the 25th day of October 1941.

In testimony whereof, I have hereunto set my hand this 4th day of November in the 5th year of His Majesty King George VI reign, and in the year of Our Lord One Thousand Nine Hundred and Forty one.

J. L. R. BOVELL,
for Deputy Stamp Commissioner.

B.W.B.13.
Letter
World
Marine and
General
Insurance
Co. Ltd.,
to
B. W. Boyd,
Esq.,
28th May
1942.

B.W.B. 13.

LETTER, World Marine & General Insurance Company Limited to B. W. Boyd, Esq. 10
5 & 6 Lime Street,
London, E.C.3.

Beresford W. Boyd, Esq.
17A, Duke Street,
Kingston,
Jamaica, B.W.I.

28th May, 1942.

Dear Sir,

J. S. Webster & Sons.

We have to acknowledge your communication of the 15th April in which you have set forth details of the payments which have been made to 20 Messrs. J. S. Webster & Sons, commencing with November 1925 and ending with 31st December 1941.

We have considered these figures and in the light of all the facts, our view is that you personally have made an excellent bargain in connection with this transaction.

As you know, the rent of £200 a year was specially reduced by Messrs. Webster as an act of grace at the end of 1931 and our view is that in the light of the increased business which has emerged since the outbreak of hostilities they could fairly and equitably ask you to revert to the sum of £200 a year.

30

Yours faithfully,

(Sgd.) C. E. P. TAYLOR,
Joint Underwriter.

B.W.B. 8.

INCOME TAX RETURN by Appellant for year ending 31st December 1941.

*Exhibits.*B.W.B.8.
Income Tax
Return by
Appellant,
May 1942.

REVENUE ACCOUNT :—

			£	s.	d.	£	s.	d.
Commission	World Marine	..	3,729	0	3			
Office Allowance	" "	..	150	0	0			
Profit Commission	" "	..		nil				
						3,879	0	3
Commission from :—								
10	Glanvill, Enthoven & Co. (Overseas) Ltd.		68	10	11			
	Hogg Robinson & Capel-Cure (,,) Ltd.		97	0	8			
	Hogg Robinson & Capel-Cure (,,) Ltd.							
	Additional Commission		39	11	4			
	Glanvill, Enthoven & Co. Ltd.		16	1	5			
	Companies (local)		8	3	4			
						229	7	8
Other earnings :—								
	Survey Fees		0	15	0			
	Valuation Fees		1	11	6			
20						2	6	6
						£4,110	14	5
	Accountancy Fees				nil			
EXPENSES :—								
			£	s.	d.	£	s.	d.
	Commission to Grahams Trading Co. Bombay		216	10	11			
	Commission to Grahams Trading Co. Calcutta		3	17	5			
						220	8	4
30	Wages		347	17	6			
	Sundry Expenses, including Cables	£85 7 10						
	Less Cables reimbursed	3 17 11						
			81	9	11			
	Commission to Kenneth Cocking		1	7	10			
	Office Rent		63	5	0			
	Telephone Rental		15	0	0			
	Licence		25	0	0			
40						534	0	3
	J. S. Webster & Sons					120	0	0
						874	8	7
	Balance Assessable					£3,236	5	10

Dated this day of May 1942.

Exhibits.

C.R.W.4.
Specimen
of
Stationery
furnished
by the
World
Marine and
General
Insurance
Co. Ltd.
to the
Appellant.

The World Marine & General Insurance Co., Ltd.

Cables :
WEBSTER, KINGSTON,
Bentley's Codes.
J. S. WEBSTER & SONS,
Agents for Jamaica.
B. W. BOYD,
Local Underwriter.

HEAD OFFICE: LONDON.

17A DUKE STREET,

Kingston, Ja., B. W. I.

.....194.....

C.R.W. 4.

SPECIMEN of Stationery furnished by the World Marine & General Insurance Co. Limited
to the Appellant.

10

C.R.W. 5.

SPECIAL POLICY OF INSURANCE furnished by the World Marine & General Insurance Company Ltd. to the Appellant.

DIRECTORS.

C. H. LEACH, Esq., Chairman.
K. K. PETERS, Esq.
THE RIGHT HON. EARL OF CARISLE.
R. T. GARRETT, Esq.

JOINT MARINE UNDERWRITERS.

GEORGE GARFIELD SHARMAN, Esq.
C. E. PAGE TAYLOR, Esq.

SECRETARY.

D. MANN, Esq.

BANKERS.

THE BRITISH LINEN BANK.
Threadneedle Street.

JAMAICA AGENCY.

No. /

INSURED FOR £.....

PAYABLE IN.....

At the current exchange of the day for a Bank Demand Draft on London.

In case of loss or claim apply to

.....
the Agents of the Company

in.....

In the event of damage occurring during the voyage no claim for average will be paid under this Policy unless notice of same has been given to the Agents previous to the survey, and Certificate be signed by the Agents of the COMPANY at the port of discharge, or other constituted Surveyor, nor unless the average statement be made up in conformity with the Laws and Customs of England with regard to British Vessels destined to a British Port. If the Company has no Agents at port of discharge, Lloyds' Agents must be applied to. All claims for average should be accompanied by a Certificate from such Agents.

Subject to the Conditions of the Institute Cargo Clauses (F.P.A.) current on date of issue of this Policy.

DANGEROUS DRUGS CLAUSE.

It is understood and agreed that no claim under this policy will be paid in respect of drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless

(1) the drugs shall be expressly declared as such in the policy and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the policy;

and

(2) the proof of loss is accompanied either by a licence, certificate or authorization issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that Government; or, alternatively, by a licence, certificate or authorization issued by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government;

and

(3) the route by which the drugs were conveyed was usual and customary.

This Policy, if made payable in the United Kingdom, is required by Law to have a Government Stamp affixed within ten days after its receipt in the United Kingdom.

THE
World Marine & General Insurance Co., Ltd.

HEAD OFFICE : LONDON, E.C. 3.

Whereas

ha represented to The World Marine & General Insurance Company Limited that interested in or duly authorised as Owner Agent or otherwise to make the Insurance hereinafter mentioned and described with the said Company.

Now this Policy of Insurance Witnesseth that in consideration of the

premises and of the Sum of paid to the said

Company by way of premium at and after the rate of per cent. for such Insurance the said THE WORLD MARINE & GENERAL INSURANCE COMPANY LIMITED do covenant with the said Assured that the said Company shall be subject and liable to pay and make good all such Losses and Damages hereinafter expressed as may happen to the subject matter of this Policy and may attach

to this Policy in respect of the Sum of hereby insured which Insurance is hereby declared to be upon

in the Ship or the Vessel called

whereof

is at present Master or whoever shall go for Master of the said Ship or

Vessel lost or not lost at and from

Including risk of Craft to and from the Ship. Each Craft or Lighter to be deemed a separate Insurance.

The said Company do further promise and agree that the Insurance aforesaid shall commence upon

said Ship at and from as above and shall continue until she hath moored at anchor in good safety at her place of Destination and for such period afterwards not exceeding twenty-four hours from such mooring and upon the Freight and Goods or Merchandise on board thereof from the loading of the said Goods or Merchandise on board the said Ship or Vessel at as above and until the said Goods or Merchandise be discharged and safely landed at as above AND that it shall be lawful for the said Ship or Vessel to proceed and sail to and touch and stay at any Ports or Places whatsoever in the course of her said Voyage for all necessary purposes without prejudice to this Insurance AND touching the Adventures and Perils which the said Company is made liable unto or is intended to be made liable unto by this Insurance they are of the Seas Men of War Fire Enemies Pirates Rovers Thieves Jettisons Letters of Mart and Counter Mart Surprisals Takings at Sea Arrests Restraints and Detainments of all Kings Princes and Peoples of what Nation Condition or Quality soever Barratry of the Master and Mariners and of all other Perils Losses and Misfortunes that have or shall come to the Hurt Detriment or Damage of the aforesaid subject matter of this Insurance or any part thereof AND in case of any Loss or Misfortune it shall be lawful to the Insured their Factors Servants and Assigns to sue labour and travel for in and about the Defence Safeguard and Recovery of the aforesaid subject matter of this Insurance or any part thereof without prejudice to this Insurance the Charges whereof the said Company shall bear in proportion to the sum hereby insured AND it is expressly declared and agreed that no acts of the Insurer or Insured in recovering saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment AND it is declared and agreed that Corn Fish Salt Fruit Flour and Seed shall be and are warranted free from average unless general or the Ship be stranded sunk or burnt and that Sugar Tobacco Hemp Flax Hides and Skins shall be and are warranted free from average under Five Pounds per centum that all other Goods also the Ship and Freight shall be and are warranted free from average under Three Pounds per centum unless general or the Ship be stranded sunk or burnt.

- (1) Warranted free of capture seizure arrest restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not, civil war; revolution rebellion insurrection or civil strife arising therefrom or piracy.
- (2) Warranted free of loss or damage caused by strikers lock-out workmen or persons taking part in labour disturbances riots or civil commotions.
- (3) Should the risks excluded by Clause 1 (F. C. & S. Clause) be reinstated in this policy by deletion of the said Clause, or should the risks or any of them mentioned in the same clause or the risks of mines torpedoes bombs or other engines of war be insured under this policy, then notwithstanding anything in this policy to the contrary.

- (a) the insurance against the said risks shall not attach to the interest hereby insured or to any part thereof

- (i) prior to being on board an overseas vessel, (For the purpose of this Clause 3 an overseas vessel shall be deemed to mean a vessel carrying the interest from one port or place to another where such voyage involves a sea passage by that vessel)
- (ii) after being discharged overside from an overseas vessel at the final port of discharge { whichever shall first occur, or after expiry of 15 days counting from midnight of the day on which the overseas vessel is safely anchored or moored at the final port of discharge

- (iii) at a port or place of transhipment to another overseas vessel after expiry of 15 days (counting from midnight of the day on which the overseas vessel entering with the interest is safely anchored or moored) until the interest is on board the on-carrying overseas vessel.

In the event of the exercise of any liberty granted to the shipowner or Charterer under the Contract of affreightment whereby such contract is terminated at a port or place other than the destination named therein such port or place shall be deemed the final port of discharge for the purpose of this Clause 3.

- (b) this policy is warranted free of any claim based upon loss of, or frustration of; the insured voyage or adventure caused by arrests restraints or detainments of Kings Princes Peoples Usurpers or persons attempting to usurp power.

If anything contained in this policy shall be inconsistent with Clause 3 (a) and 3 (b) or either of them it shall to the extent of such inconsistency be null and void.

I the Agent(s) for The World Marine & General Insurance Co., Ltd.

my name(s) to two Policies of the same tenor and date one of which being accomplished the other to be void this.....day of.....in the year One Thousand

Nine Hundred and.....

For and on behalf of THE WORLD MARINE & GENERAL INSURANCE COMPANY LIMITED

Exd..... Local Underwriter. Agent(s)

C.R.W.5.
Specimen
Policy of
Insurance
furnished
by the
World
Marine and
General
Insurance
Co. Ltd.
to the
Appellant.

C.R.W. 6.

SPECIAL FORM OF CERTIFICATE furnished by the World Marine & General Insurance Co. Limited to the Appellant.

C.R.W.6.
Specimen
Form of
Certificate
furnished
by the
World
Marine &
General
Insurance
Co. Ltd.
to the
Appellant.

CERTIFICATE OF INSURANCE.

Issued in Duplicate
one of which being
accomplished the
other to stand null
and void.

J. S. WEBSTER & SONS
AGENTS FOR JAMAICA

The World Marine and General Insurance Co., Ltd.

Head Office: ~~1 PENCHURCH AVE.~~, LONDON, E.C. 3

JAMAICA OFFICE:
17A DUKE STREET
~~45 HARBOUR STREET~~, KINGSTON

40451

J N^o ~~88961~~

B. W. BOYD

LOCAL UNDERWRITER

£ _____ JAMAICA, _____

This Certifies that _____ is insured

under open Policy No. _____ issued to _____

by **THE WORLD MARINE AND GENERAL INSURANCE COMPANY, LTD.**

for the sum of _____

on _____

DUPLICATE ORIGINAL

Valued at sum insured _____

Per _____ at and from _____

In the event of loss or damage to the interest insured hereunder, immediate notice must be given to THE WORLD MARINE & GENERAL INSURANCE COMPANY, LTD., ~~1 Penchurch Ave.~~, London, E.C.3 or to J. S. WEBSTER & SONS, ~~45 Harbour Street~~, 17A DUKE STREET, Kingston, Jamaica, to whom claims may be presented for collection and payment on account of all interests.

This Certificate is not valid unless signed by

J. S. WEBSTER & SONS

J. S. WEBSTER & SONS

By _____
Attorneys and Agents in Jamaica.

Countersigned by _____
Local Underwriter.

All clauses terms and conditions as per above OPEN POLICY.

"Warranted free of capture, seizure, arrest, restraint or detainment
"and the consequences thereof, or of any attempt thereat (piracy
"excepted) and also from all consequences of hostilities or war-like
"operations, whether before or after declaration of war.

"Warranted free of any claim based upon loss of or frustration of the
insured voyage or adventure caused by arrests, restraints or detain-
ments of Kings, Princes or Peoples.

Warranted free of loss or damage caused by strikers, locked-out work-
men, or persons taking part in labour disturbances or riots or civil
commotions.

General Average and Salvage Charges payable according to Foreign
Statement or per York-Antwerp Rules if in accordance with the contract
of affreightment.

Held covered at a premium to be arranged in case of deviation or
change of voyage from the terms and conditions of this Policy, provided
notice be given by assured on receipt of Advice and any additional pre-
mium required be agreed on immediately thereafter.

Including risk of craft or otherwise to and from the vessel each craft
or lighter to be deemed a separate insurance.

Exhibits.

B.W.B.9.
Specimen
stationery
used by
Appellant
for
carrying on
his own
Brokerage
Business.

BERESFORD W. BOYD,

PUBLIC ACCOUNTANT & AUDITOR.

Insurance Broker & Agent.

FIRE. ACCIDENT, LIFE, MARINE.

CABLE ADDRESS "WORLD"
CODE USED BENTLEY'S

ESTABLISHED 1917.

CORRESPONDENTS AT LONDON, LLOYD'S AND NEW YORK.

*17a Duke Street,
Kingston, Jamaica, B. W. I.*

B.W.B. 9.

SPECIMEN Stationery used by Appellant for carrying on his own Brokerage Business.

In the Privy Council.

ON APPEAL FROM THE COURT OF APPEAL OF JAMAICA.

BETWEEN

BERESFORD W. BOYD - - - - - *Appellant*

AND

ASSESSMENTS COMMITTEE, EXCESS PROFITS TAX *Respondent.*

RECORD OF PROCEEDINGS.

INCE & CO.,
10 & 11 LIME STREET,
LONDON, E.C.3,
Solicitors for the Appellant.

BURCHELLS,
5 OLD QUEEN STREET,
WESTMINSTER, S.W.1,
Solicitors for the Respondent.