

ROYAL COURT

19th October, 1990

151.

Before: The Deputy Bailiff,
Jurats Vint and Herbert

Attorney General

- v -

Keith Beedles

Sentencing -

Larceny as bailee (Counts 1 & 2), driving whilst disqualified (Count 3) and driving whilst uninsured (Count 4).

Accused, aged 32, had, inter alia, ten previous convictions for taking and driving away, five previous convictions for driving whilst disqualified and eight previous convictions for driving whilst uninsured covering the period from 1972 to 1987. The majority of the offences however took place when accused was aged between 14 and 21 years of age and were directly related to excessive alcohol consumption. Since 1980 no conviction for offences involving dishonesty.

Accused arrived in the Island in 1981, subsequently married, started a family and ran a relatively successful "tree-surgeon" business, and ceased the worst extremes of his offending. Accused suffered an accident in 1987 when he broke his back and was unable to work for twelve months and debts mounted up.

In 1988 and 1989 he took out the hire purchase agreements to purchase a tractor and a car for use in his business. He made payments of approximately 50 per cent for the tractor and 40 per cent for the car before he sold the car in December, 1989, and tractor in February, 1990.

The amount outstanding on the tractor and car were £2,050.00 and £2,860.00 respectively. The hire purchase company came to an agreement with the innocent purchasers for the value whereby the purchasers and the hire purchase company would each bear one half of the amount outstanding.

Accused had employment and accommodation and stated an intention to repay all the debt.

In relation to the motoring offence the accused stated that he drove the car in limited circumstances and that the most distance he had ever travelled was 25 yards. Accused had already served the equivalent of the custodial sentence in the conclusions sought by the Crown Advocate whilst on remand.

Miss S.C. Nicolle, Crown Advocate
Advocate F.J. Benest for the accused.

JUDGMENT

DEPUTY BAILIFF: The Court considers that it is deplorable that the finance company, Steeple Finance Limited, should have entered into two leasing agreements of vehicles to the accused, vehicles which obviously he was going to drive during a period when he was disqualified for four years without making any form of enquiry, and we think probably without sufficient explanation to the accused of the contents of the agreement which he signed. That only adds to our sympathy for the accused and therefore we find it quite correct and proper to grant the conclusions that have been moved for.

Therefore, Beedles, you are, in respect of Count 1 and 2, concurrently placed on probation for a period of one year on the usual conditions that you will be of good behaviour throughout that time and that you will live and work where directed by your Probation Officer. But in addition subject to the condition that you will perform 120 hours of Community Service work to the satisfaction of the Community

Service Officer. In respect of Count 3 you are sentenced to three months' imprisonment and in respect of Count 4 you are sentenced to five months' imprisonment, both those terms to run concurrently. But of course the Court notes that in view of the period on remand you will be entitled to immediate release.

Authorities cited:

A.G. -v- Mière (5th February, 1990) Jersey Unreported.