

JERSEY / JUDGMENT

Jeune v AG [2000] JRC 66 (14 April 2000)

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JUDGMENT

THE BAILIFF: 1. The appellant, Pauline Thérèse Jeune was convicted in the Magistrate's Court on 16 th March, 2000, of an infraction of the Road Traffic (Public Parking Places)(Jersey) Order, 1985 (as amended) by parking her car in the Route du Fort car park in St. Helier without displaying a parking card. 2. The appellant pleaded guilty to this offence and was fined £25 and ordered to pay costs of £35. 3. Article 14 of the Magistrate's Court (Miscellaneous Provisions)(Jersey) Law, (as amended) provides in terms that a person convicted in the Magistrate's Court may appeal to the Royal Court if she pleaded guilty or admitted the facts against her sentence and may otherwise appeal against conviction or sentence. 4. Having pleaded guilty to the charge in the Magistrate's Court, this appellant has, on the face of it, no right of appeal against conviction. 5. Crown Advocate Belhomme has, however, very properly brought to our attention a decision of this Court in Bish -v- AG (18 th May, 1992) Jersey Unreported; (1992) JLR N-6. In that case the Court accepted on the basis of some previous decisions that the Court was in certain circumstances entitled to look behind the plea and assume jurisdiction where either the accused did not appreciate the nature of the offence or where there were any other grounds entitling the Court to do so. 6. We would, perhaps, add to that the qualification that there must be substantial grounds to enable the Court to reach the conclusion that what purported to be a guilty plea was entered by mistake, duress, or fraud and should therefore be regarded as a nullity. 7. We can find in this case no ground for concluding that the guilty plea was tainted in that way and the appeal against conviction must therefore be dismissed. 8. The appeal against sentence does, however, raise further considerations. The appellant is a grandparent who has for the last year collected her grandson aged 4 from a nursery school in the vicinity of the Route du Fort car park. The appellant told us that there was an agreement between the nursery school attended by her grandchild and the Public Services Dept., whereby those who were delivering or collecting children from school were entitled to use the car park for a short period without charge. 9. The appellant placed before us a letter written by the Assistant Manager (Parking Control) of the Public Services Dept., in the following terms: "I am writing this correspondence to confirm the unwritten agreement we have with Toc H and a number of other primary schools on the island, namely First Tower and Goose on the Green. This agreement allows parents 15 minutes free parking in order to drop off or collect their children from school at the appropriate start and finish times. The aforementioned is only permitted on display of the relevant permit issued by the school or nursery itself." The appellant told us that the relevant permit which she placed before us was displayed in her vehicle

as it had been for the past 12 months. 10. The Crown Advocate, on the other hand, placed before us an affidavit sworn by the traffic warden deposing that when the parking ticket was imposed there was no permit on display. 11. It is clear from the authorities helpfully placed before us by Crown Advocate Belhomme that there is no statutory authority for this so called agreement between the Public Services Department, and certain schools. 12. It is not open to States Departments to dispense with the law at their discretion. If the Public Services Committee wishes to have the discretion to grant exemptions it must amend the Order so as to confer upon it such a discretion. The Public will then know the basis upon which the discretion is being exercised. 13. We do not find it necessary to resolve the dispute as to whether or not the so called permit was being displayed. We cannot uphold, however, a penalty which has been imposed against the background of an unlawful agreement to dispense with a statutory provision forming part of the law of the island. 14. On that basis we allow the appeal against sentence, quash the sentence and order for costs imposed in the Magistrate's Court and substitute therefore an absolute discharge. Authorities *Bish -v- AG* (18 th May, 1992) Jersey Unreported; (1992) JLR N6. Magistrate's Court (Miscellaneous Provisions)(Jersey) Law, 1949: Article 14. Page Last Updated: 02 Nov 2015 BAILII: Copyright Policy | Disclaimers | Privacy Policy | Feedback | Donate to BAILII

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