

Royal Court.
31st May, 1985.

A.G. -v- Michael George Romeril, (Laurence Jerome Quémard
and Linda Jane Quémard, née Thompson).

(Housing Law Infractions).

BAILIFF:- "I say at once that the Court is going to grant the conclusions in all cases. As the Attorney General said, this is an unusual case because, quite clearly, the intention of the parties was not, as it usually has been in this sort of case that comes before this Court, to circumvent a restriction on price placed by the Housing Committee, but the intention of the parties was to circumvent a limit placed on the loan available to the buyers. And therefore that gives a completely different characteristic to the case which is before us. We, after a very lengthy consideration, have come to the conclusion that the culpability was approximately the same on both sides. We cannot draw a distinction. Both sides received a benefit from the arrangement between them. Dr. Romeril achieved a sale at an agreed price, a price which he agreed with Mr. & Mrs. Quémard. It might be, and nobody will ever know, that he would have achieved the sale at the price he was asking with the consent of the Housing Committee. If he had sold to somebody else who did not need a loan under the Law which restricted loans to houses costing not more than £25,000, he might have done so, but of course we shall never know. But he achieved a purchase at a price, which was more or less the price that he was asking, and it certainly was a price which he agreed with Mr. & Mrs. Quémard. Mr. & Mrs. Quémard on the other hand also achieved what they wanted, because we do believe that the price which they paid was a price which at the time, no matter what they may have said

afterwards, at the time was a price which they agreed to pay and we believe that they must have thought that that price was a proper market price. Unfortunately for both parties they could not have bought the house unless they obtained a loan, which they could only obtain if the authorities believed that the value of the house was not more than £25,000. By coming to this agreement, which was against the law, they achieved the purchase of the house which they wished to purchase. So both gained from this illegal agreement and we cannot find any ground for differentiating between them. As I have said, this is an unusual case in that it is not a case of an avaricious landlord this is not a case of duress or coercion or even greed. Both sides knew they were breaking the law but it appears to be a case where the necessary restrictions, and they are necessary in this Island, led both sides into temptation and made them succumb to the temptation of breaking the law in order to achieve what they felt they were entitled to. Both were misguided, both knew they were breaking the law, both must have felt that what they were doing they were more or less entitled to do, because in the case of Dr. Romeril he thought the price he was asking was a fair price for the property, and in the case of Mr. & Mrs. Quémard they thought this was the only way they could acquire this house and that if they did not acquire it in this way then somebody else would acquire the house in a similar way. That seems to be the truth of the matter. The fact is that the law is the law and has to be upheld for very good reasons, and although this was not primarily aimed at the Housing Law but was primarily a breach of the Housing Loans Law, it was nevertheless important for this Law to be obeyed and those who for whatever reason disobey this Law, which it is important should be obeyed, must pay the penalty for having done so. Therefore, we feel the Attorney General has taken into account

the fact that this is an unusual case, we think he is right not to have made a distinction between the two parties, and we think that the fines asked for, while fairly substantial, nevertheless must be of that order, in order to make it clear that whatever temptations there may be, the Law must be obeyed, because only in that way can the problems associated with housing in this Island be mitigated as far as it is possible to do so. Therefore, Dr. Romeril is fined £1,000 or in default will serve 12 weeks imprisonment and will pay costs of £100, and Mr. & Mrs. Quémard are each fined £500 or in default each will serve 6 weeks imprisonment, and they will jointly pay costs of £100.