CONDON - C. I. E. Record No. 1982/2379P /183

THE HIGH COURT

BETWEEN

WILLIAM J. CONDON

PLAINTIFF

AND

CORAS IOMPAIR EIREANN

MINISTER FOR TRANSPORT AND TOURISM

IRELAND AND THE ATTORNEY GENERAL

DEFENDANTS

Judgment of Mr. Justice Barrington delivered the 16th day of November 1984.

The background to this case is the tragic railway accident which took place at Buttevant Railway Station, Co. Cork on the 1st of August, 1980 when a passenger train from Dublin to Cork was diverted into a railway siding and derailed, causing the deaths of some 18 people, injuries to about 75 more, and extensive damage to property.

The Defendant Minister, pursuant to his powers under section 7 of the Railway Regulation Act 1871, caused an inquiry to be held into the accident. The Plaintiff was, at the relevant time, an employee of the Defendants, Coras Iompair Eireann, at Buttevant and the present case arises out of a claim by him to be reimbursed his costs of being legally represented at the said inquiry.

Background

The accident is lucidly described in the opening statement made on behalf

of C.I.E. to the Court of Inquiry, the Plaintiff being the "Platelayer Condon" referred to in the statement -

"Buttevant Station is a closed station. For ease of description the line on which the ill-fated train was travelling will be referred to as the Cork line, and the line on which trains travel in the reverse direction from Cork to Dublin will be referred to as the Dublin line. Also the words right and left will be used as one would use them when looking towards Cork id est looking south from Buttevant station. On the left of the Cork line at Buttevant station is a siding. For some time it had been used in connection with ballast for the railway line and it will be referred to as the ballast siding.

On the morning in question it was desired to make two separate movements involving this ballast siding. There was a self-propelled machine called a ballast cleaner in the ballast siding. Firstly, it was desired to take the ballast cleaner out of the ballast siding, bring it across the two running lines, and place it in another siding on the right-hand side of the running lines. Secondly, it was desired to bring an engine into the ballast siding so that that engine could haul out of the ballast siding various

wagons of ballast which were lying there.

The first movement which Signalman O'Sullivan dealt with was the movement from the ballast siding of the ballast cleaner. Signalman O'Sullivan waited for two mainline trains to come from the south and pass through Buttevant station before he did anything about moving the ballast cleaner. These two trains were the up 11, 10 passanger train and the up Bogie Fertilizer train. The latter passed at 12.13 through Buttevant station.

When the two up trains had gone through, Signalman O'Sullivan allowed platelayer Condon to take from the signal-cabin the keys which locked in position the two sets of points which would require to be moved to take traffic into or out of the two sidings. Platelayer Condon adjusted the points to enable the ballast cleaner to come out of the ballast siding on to the Cork line. As soon as that movement had been completed he re-set the points the way they had been and secured and locked them in that position so that the Cork line was intact. Platelayer Condon then went over to the points which connect the Dublin line with the siding on the right hand side of the running lines and he adjusted these points to enable the ballast cleaner to move from the Dublin line into that siding. As soon as

that movement was complete he restored these points to the position they had boen in, secured and locked them in that position and accordingly rendered the Dublin line intact. The movement of the ballast cleaner was now completed. It had been brought from the ballast siding across the running lines and into the other siding on the right hand side of the running lines. These and other movements referred to had, of course, been carried out under the control of signals.

It was a rule that the keys of these points such as those that have been mentioned must be returned to the Signalman immediately after a traffic movement has been completed. Accordingly Platelayer Condon made his way towards the elevated signal-box. He arrived at its base at the same time as another Platelayer named Stack. There is a level crossing beside the signal-box. The gates were across the railway-line. As both men arrived at the level-crossing Signalman O'Sullivan shouted to Platelayer Condon to open the level-crossing gates. Platelayer Stack said he would open them for him and he did so.

It is from the moment of the giving of the order for the opening of the level-crossing gates that the misunderstanding arose which led

to this tragic accident.

We will see first of all the interpretation which Platelayer Condon put on the position and we will see the way in which he acted, without Signalman O'Sullivan's knowledge, having regard to that interpretation.

When Signalman O'Sullivan called out to open the level-crossing gates across the road and leave the railway free of them, Platelayer Condon interpreted the giving of that order as an indication by Signalman O'Sullivan that Signalman O'Sullivan was immediately going to carry out the second movement involving the ballast siding id est the movement of the light engine into the ballast siding. The light engine had in fact arrived by then and was south of the level-crossing and to Platelayer's Condon's mind the opening of the crossing gates was only for the purpose of enabling the light engine to move forward and carry out the manoeuvre into the ballast siding. Having so interpreted Signalman O'Sullivan's order to open the level-crossing gates, Platelayer Condon expected that the light engine would move through the level crossing, go north on the Dublin line to a point beyond the cross-over, move south transferring over to the Cork line via the cross-over, and would then move from the

Cork line into the ballast siding by means of the points which he, Platelayer Condon, would have opened to the siding to enable that movement to be made. Because of the significance which he had attributed to Signalman O'Sullivan's order to open the level-crossing gates and because of his expectation as to what was now going to be done, as soon as the order about the gates was given, Platelayer Condon had left the vicinity of the signal-box and made his way immediately to the points leading from the Cork line into the ballast siding. They were in the correct position for traffic to travel straight through towards Cork. Using the key which he had earlier obtained from the signal-box, he unlocked these points and put them into the other position of being opened to the siding so that the light engine could get into the siding. When Platelayer Condon looked up from the work he was doing to the points, he saw to his horror, not the very slow approach of the single light engine which he was mistakingly expecting, but instead the rapid approach of the 10 a.m. Dublin to Cork passanger train. Platelayer Condon made a desperate attempt to try to close the points and make the Cork line intact but he had barely had time to start to do so when the Cork train was on top of him and he had to jump aside. The train met the points in their open to the siding position and the derailment

resulted....."

Meanwhile Signalman O'Sullivan, who knew of the imminent arrival of the Dublin train, but had no control over the points, and no adequate means of communication with Mr. Condon, had been trying desperately, but unsuccessfully, to warn Mr. Condon.

The opening statement by C.I.E. does not, in terms, purport to blame the Plaintiff for the accident. But the first paragraph of the statement does say -

> "We shall see that this terrible accident could not have occurred but for a misunderstanding between Signalman O'Sullivan of Buttevant signal-cabin and Platelayer William Condon."

The conclusions of the Court of Inquiry present a different picture. They identify the failure by C.I.E. to observe proper procedures as being the cause of the disaster. In particular, the Report refers to the fact that the points, which had been installed almost 4 months previously, had not been connected to the signal-box, and says (see paragraph 47 (4)):-

> "Since the facing points had been installed by the engineering division and were being used by that division for ballast train operations, the lapse of time in connecting them to the signal-cabin was inexplicable."

Pleadings

The Plaintiff was injured in the accident and originally claimed, in these proceedings, not only that each of the Defendants should reimburse him in respect of his costs of being represented at the inquiry but also

claimed damages for personal injuries. All parties were agreed that it would be desirable to have the personal injuries claim dealt with separately by a Judge and jury and that the other issues in the case should be dealt with by a Judge alone. Accordingly, by order dated the 21st of February 1983 Mr. Justice Costello directed that the Plaintiff's claim as set out in paragraph 22 (c) of the Statement of Claim be tried by a Judge and jury in Limerick and that the Plaintiff's claim as set out in paragraph 22 (a) and (b) of the Statement of Claim be tried by a Judge sitting without a jury in Dublin after the final determination of the issues directed to be tried at Limerick.

Unfortunately, paragraph 22 (c) in the Statement of Claim contains more than the Plaintiff's claim in respect of personal injuries. It claims damages for personal injuries, loss and other damage suffered by the Plaintiff "including the legal and other costs and expenses of representation at the said inquiry". All parties are agreed that this was a slip and that there was never any intention to refer the question of the Plaintiff's legal costs of representation at the inquiry to be tried by the jury in Limerick. It accordingly appears proper to amend Mr. Justice Costello's order so that the issue referred to the jury will read as the claim set out in paragraph 22 (c) "other than a claim for the legal and other costs and expenses of representation at the said

inquiry" and the claims retained for Dublin will read as all the other claims of the Plaintiff set out in paragraph 22 (a) (b) and (c) of the Statement of Claim.

The Plaintiff's Statement of Claim is a most detailed one. He pleads the facts relating to his employment, the accident, and the setting up of the inquiry. He also pleads that prior to the formal inquiry, C.I.E. carried out an internal private investigation which made and published findings to the effect that the Plaintiff was a cause or the cause of the accident, which finding, he alleges, was wrong and contrary to the evidence.

He pleads that he instructed a firm of solicitors and senior and junior counsel to represent him at the inquiry and that he was recognised by the inspector as a proper party to be represented at the inquiry.

He pleads that prior to the inquiry he requested C.I.E., through his solicitors, to give an undertaking to defray the Plaintiff's legal costs and expenses of representation at the inquiry and that C.I.E. replied as follows:-

"The matter of costs is primarily a matter for the inquiry, and you should apply in the first instance to the inquiry for your

costs. If the inquiry does not allow you costs, then C.I.E. will consider your application. No undertaking is given however by implication or otherwise that this application will be successful."

At the conclusion of the inquiry the Plaintiff applied unsuccessfully for his costs, the Court of Inquiry taking the view that it had not power to make an order directing one of the other parties to the inquiry to pay the Plaintiff's costs. The Court however took the view that the Plaintiff was justified in seeking separate representation at the inquiry. The relevant extract from the Report appears at paragraph 58, is quoted by the Plaintiff at paragraph 15 of the Statement of Claim, and is as follows:-

"We believe William J. Condon was justified in seeking separate representation and in appearing before the Court of Investigation properly represented.... We recommend that consideration be given by the Minister to the making of some contribution towards the costs of legal representation incurred firstly by William J. Condon ... In this context we note that the application on William J. Condon's behalf for costs was made in the first instance against C.I.E. While we do not consider that such an order is open to us, this does not preclude William J. Condon's advisers from making application to

C.I.E. on his behalf and, accordingly, any contribution which the Minister might feel proper to make should be considered in the light of the proposals from C.I.E. in this respect."

The Plaintiff pleads that the inquiry was necessitated by virtue of the negligence and breach of duty of C.I.E., their servants or agents and that the necessity for, and the holding of, the inquiry was reasonably forseeable. He also pleads that the inquiry was established by the Minister pursuant to his statutory powers and that the State is obliged to protect and guarantee the personal rightsof the Plaintiff, express or implied. He also pleads that the Plaintiff was obliged to incur legal costsdefending charges made against him and in defending and vindicating his personal rights, including his good name.

The Plaintiff pleads that by virtue of the matters aforesaid the Defendants are obliged to reimburse him in respect of the legal costs incurred and that they have refused and neglected to do so.

C.I.E. in its defence denies that the inquiry concerned the personal rights of the Plaintiff or that the findings of their private investigatio amounted to charges against the Plaintiff. They deny that the Plaintif was obliged to incur liability for legal costs. They deny that they ar obliged to defray the Plaintiff's legal costs. They plead that the

legal and other costs and expenses claimed by the Plaintiff against the first-named Defendants are not covered by and do not come within the provisions of section 7 of the 1871 Act. They plead that they did not direct the holding of the formal inquiry. They deny that the Plaintiff suffered any personal injuries, loss or damage. They deny that the Plaintiff is entitled to any relief and they plead that the damages claimed are too remote.

Significantly they do not deny negligence nor do they plead contributory negligence against the Plaintiff.

I am informed that the Plaintiff's personal injuries claim against C.I.E. has since been settled.

The major issue, in these proceedings, as between the Plaintiff and C.I.E., would therefore appear to be whether the costs incurred by the Plaintiff of securing representation before the formal inquiry are too remote to be recoverable as damages for the negligence of C.I.E.

The Minister, Ireland and the Attorney General, in a detailed defence deny that the Plaintiff is entitled to any relief against them.

Submission

The Plaintiff's Counsel advanced three independent submissions in support of the Plaintiff's case. They submitted -

(1) That the Court of Inquiry had power to award costs against C.I.E. under section 7 of the Regulation of Railways Act 1871 and that the Court's finding to the contrary was wrong in law.

(2) That the Plaintiff, being in the position of a party accused, needed legal representation before the Court of Inquiry to defend his good name and property rights and that the State was obliged under Article 40, section 3, to defray the cost of this representation.

(3) That the Plaintiff was entitled to recover the costs of representation before the Court of Inquiry as part of his damage flowing from the negligence of C.I.E.

I propose to deal with the submissions in this order.

Section 7 of the Railway Regulation Act 1871.

Section 6 of the 1871 Act requires that Railway Companies must give notice to the Board of Trade of the happening of certain accidents among which are accidents attended with any loss of life.

Section 7 provides that the Board of Trade may direct an inquiry to be made by an inspector into the cause of any accident of which notice has been given and that, where it appears to the Board of Trade, either before or after the commencement of any such inquiry, that a more formal investigation of the accident and of the causes thereof and of the

circumstances attending the same, is expedient, the board may establish such formal inquiry. The persons conducting such formal investigation are known as "the Court" and the Court is to have "for the purpose of such investigation" all the powers of a Court of Summary Jurisdiction and certain other additional powers.

The term "Court of Summary Jurisdiction" is defined in sub-section (1) of the Act as meaning "any Justices of the Peace, Metropolitan Police Magistrate, Stipendiary Magistrate, Sheriff, Sheriff substitute, or other magistrate or officer by whichever name called, who is capable of exercising jurisdiction on summary proceedings for the recovery of penalties".

The additional powers which the Court is to have are set out in section 7, sub-section 3, and include powers to enter and inspect any building, power to summon and examine witnesses, power to require the production of books and documents, power to administer oaths and power to allow witnesses expenses.

I very much doubt if Parliament intended to give to the Court of Inquiry under the 1871 Act power to award costs to or against any person appearing before it. I also doubt whether it is necessary "for the purpose of such investigation" that the Court of Inquiry should have

a power to award costs. Moreover, the power of Courts of Summary Jurisdiction to award costs has always been circumscribedand there are still limitations placed on the power of a District Justice to award costs under Rule 67 of the District Court Rules. As the Defendants point out the constitutional validity of this limitation has been upheld by the Supreme Court in the case of Dillane -v- Ireland and the Attorney General (unreported) (judgment delivered the 31st of July, 1980).

I therefore think that the Court of Inquiry was right to hold that it had not power to award costs against C.I.E. If I thought the decision of the Court of Inquiry on this point might be erroneous, the question might arise as to whether all necessary parties were represented before this Court to enable me to make such determination.

In my view the Plaintiff's first submission fails.

Submission on Article 40, section 3 of the Constitution.

The Plaintiff's submission on this score is that he was singled out by C.I.E. as the person principally responsible for this horrendous train crash. As a result his good name, his job, and even his liberty were put in jeopardy. It was therefore essential for him to be represented before the Court of Inquiry to defend his rights and, for this purpose, he required the assistance of solicitor and counsel to represent him

before the inquiry. The Plaintiff pleads that he is a man of humble means who cannot afford to defray the cost of such representation. In these circumstances, he submits, that, if the Court of Inquiry had no jurisdiction to award him his costs, a constitutional duty rests on the State to defray the cost of such representation.

On this head of his argument the Plaintiff is immediately confronted with the decision of Mr. Justice Gannon in K Security Limited & Anor -v- Ireland & Anor (unreported delivered the 15th July, 1977).

In that case Mr. Justice Gannon held that the Plaintiffs were not entitled to recover against the State their costs of legal representation before the Seven Days Tribunal.

That case bears many similarities with the present case but the Plaintiff seeks to distinguish it on the grounds that Mr. Justice Gannon held that the Plaintiffs in that case were merely witnesses while the Plaintiff in the present case was accepted by the Court of Inquiry as being a "party". This fact, the Plaintiff submits, distinguishes the present case from the K Security case and places it in the same category as In Re Padraic Haughey 1971 Irish Reports, page 217.

There is no doubt that the Plaintiff in the present case had a legitimate interest to defend before the Court of Inquiry as indeed had the

Plaintiffs in the K Security case before the Seven Days Tribunal. But the Plaintiff in the present case can point to the fact that the Court of Inquiry appears to have accepted him as being "a party". It allowed him to be represented before it and allowed his Counsel to cross-examine witnesses. On page 1 of its report the Court of Inquiry refers to the fifty six witnesses who gave evidence before it. It then goes on to say -

> "Witnesses who had been summoned were first examined by the Court. Subsequently their own representatives and representatives of other parties were given an opportunity of cross-examination."

But the Haughey case did not turn merely upon the point that Mr. Haughey was placed in the position of a "party" but rather did it turn upon the point that having been placed in the position of a party he was not allowed to defend himself. In the proceedings before the Committee of Public Accounts, in the Haughey case, very serious allegations were made against Mr. Haughey, which, if true, involved him in the commission of serious criminal offences. These allegations were based on hearsay evidence. Yet Mr. Haughey's Counsel was denied an opportunity to cross-examine Mr. Haughey's accusers or to address the Committee. It was this unfairness in the Committee's procedures which was condemned by the Supreme Court in the Haughey case.

By contrast all parties to the hearing before me agreed that the proceedings before the Court of Inquiry were conducted with exemplary fairness. The Plaintiff was allowed to be represented by Solicitor and Counsel and his Counsel were afforded full opportunity to cross-examine witnesses and to address the Court.

Even if one accepts that the Plaintiff was placed in the position of a party before the Court of Inquiry one most also accept that he was given a full opportunity to defend himself. That, it appears to me, is as far as the Haughey case takes the Plaintiff. It is one thing to say that a man must be allowed to defend himself but quite another to say that the State must pay the cost of his defence.

The Plaintiff's Counsel have tried to bring the present case within the principle laid down in the State (Healy) -v- Donoghue and Others (1976 Irish Reports, page 325) but that case deals only with legal aid in certain criminal cases where the accused, if convicted, is likely to be sent to prison. It does not contemplate a case such as the present one.

As the Chief Justice said in the State (O) -v- Daly 1977 Irish Reports, page 312 -

"There is a danger that the decision in Healy's case may be misunderstood in the sense that it may be regarded as applying to

situations and circumstances which were not contemplated. It is worth recalling, therefore, that the decision in that case applies only to the trial of persons charged with criminal offences and not to the earlier or ancillary stages of criminal proceedings. It has to do with the circumstances in which the interests of justice and the requirements of a fair trial necessitate that the person charged be provided with legal assistance if he cannot provide such for himself."

Under these circumstances it appears to me that the Plaintiff's submission on the Constitution also fails.

Third submission:-

That the Plaintiff is entitled to recover his costs of representation before the Court of Inquiry as part of his damages against C.I.E.

C.I.E., in its Defence, did not deny negligence. The Defence is dated the 30th June, 1982. The Court of Inquiry had reported on the 11th March, 1981, so that C.I.E. could hardly have denied negligence without appearing to reject the findings of the Court of Inquiry.

Neither does C.I.E. plead, in its Defence, contributory negligence against the Plaintiff. They do however deny that the Plaintiff suffered damage and plead that the damages claimed are too remote.

The Plaintiff naturally attaches significance to the fact that, before

the Court of Inquiry sat, C.I.E. identified him, or appeared to identify him, as one of the persons principally responsible for the accident. But, while this may be relevant to aspects of the case discussed above, it can have no relevance to a claim for damages for negligence. This issue must turn upon the question of whether the Plaintiff's costs of legal representation before the Court of Inquiry can be held to be damages flowing from the accident or whether they must be held to be too remote to be recoverable in law.

C.I.E. say that they did not set up the Court of Inquiry. This was a decision of the Minister. It was in the Minister's discretion under Section 7 of the 1871 Act to decide whether there should be an inquiry and, if so, what form the inquiry should take. It was in the discretion of the Plaintiff to decide whether he would or would not seek representation before the inquiry and it was in the discretion of the Court of Inquiry to decide whether it would or would not allow the Plaintiff to be legally represented before it. Under these circumstances C.I.E. plead that the Plaintiff's costs of legal representation before the inquiry are too remote to be recoverable as damages in law.

I accept that in determining liability for the consequences of a tortious act of negligence the test to be applied is whether the damage is

of such a kind as a reasonable man should have foreseen. I also accept that if the damage is of such a kind as a reasonable man should have foreseen it is quite irrelevant that no one foresaw the actual extent of the damage. See Burke -v- John Paul and Company Limited 1967 Irish Reports, page 277 and Overseas Tankship (UK) Limited -v- Morts Dock and Engineering Company Limited (the Wagon Mound) 1961 Appeal Cases page 388.

In the days before the Wagon Mound decision one of the tests applied by the English Courts in deciding whether damages were or were not too remote to be recoverable in law was whether the Plaintiff's conduct was reasonable having regard to the situation created by the Defendant's negligence. Thus in the "Solway Prince" (1914 31 T.L.R. p 56) where, partly through the negligence of the Defendants, the Defendants' ship sank in the Plaintiffs' canal the Plaintiffs were held entitled to recover not only the cost of raising the wreck, but also the cost of hiring tugs to tow other ships around the wreck while it still partially obstructed the canal, the decision to hire the tugs being held to be a reasonable decision in the circumstances. It appears to me that the decision of whether the Plaintiffs' conduct, or indeed that of a third party, was reasonable having regard to the situation created by the Defendants' negligence, may still be of assistance in deciding whether that conduct

was reasonably foreseeable.

The modern English case of Osman -v- Ralph Moss Limited (1971 Lloyd's Reports, page 313) illustrates this. In that case the Plaintiff, who was a Turk with a poor command of the English language, consulted the Defendants, who were a firm of Insurance Brokers, about taking out insurance on his motor car. The Defendants advised him to insure with a particular insurance company though they knew or ought to have known that the company was in grave financial difficulties. In due course the company went into liquidation and the Defendants wrote to the Plaintiff a letter in which they referred to the fact that he was insured with the company in question and advised him to take out a policy with a different insurance company. They did not tell him that the company was in financial difficulties, or that it had gone into liquidation or that he no longer had any effective insurance cover. The nuance in the Defendants' letter was such as a person with a good command of the English language might have taken up but the Plaintiff could not be expected to understand it and did not in fact understand it. As a result he continued to drive his motor car thinking himself to be insured.

While still uninsured he was involved in an accident for which he was totally to blame. As a result he was sued by the innocent third party who

recovered damages and costs against him. He was also prosecuted and convicted of dangerous driving and of driving without insurance and incurre legal costs in defending the various cases.

In an action for negligence against the Insurance Brokers it was held by the English Court of Appeal that the Plaintiff was entitled to recover from the Insurance Brokers the total amount of the damages awarded against him in favour of the innocent third party. That the Plaintiff might become involved in an accident for which he was to blame was precisely the event for which insurance was to be taken out. These damages were therefore clearly foreseeable. The Plaintiff was also held to be entitled to recover the costs incurred by him in defending the civil action up to the point where the Court held that he ought to have compromised the case or submitted to Judgment. More interestingly, however, the Plaintiff was held entitled to recover as part of his damages against the Insurance Broker the amount of the fine imposed on him for driving without insurance - he being morally blameless so far as the offence of driving without insurance was concerned. On the same line of reasoning he was held entitled to recover so much of the costs of defending the criminal charges as was attributable to the charge of driving without insurance. He was not, however, held entitled to recover the fine for dangerous driving or the costs of defending that charge.

The Court does not appear to have been troubled by the consideration that the Plaintiff would not have been prosecuted for driving without insurance but for the action of an independent authority in deciding to prosecute him and an independent Magistrate to convict and fine him. The Court appears to have taken the view that it is reasonably foreseeable that a person who drives without insurance and is caught will be prosecuted, convicted and fined.

In the present case the Minister had a discretion on whether to establish or not to establish a Court of Inquiry. But this discretion was not an arbitrary discretion but one to be exercised in the appropriate way when the appropriate case arose. In these circumstances it appears to me to have been reasonably foreseeable that the Minister would in fact establi a formal Court of Inquiry into this horrendous accident. In fact it is almost unthinkable that the Minister would not establish a formal Court of Inquiry into a disaster such as the present one. This being so it appears to me to be also reasonably foreseeable that the Plaintiff as a person immediately involved in the events leading up to the disaster and whose actions must require minute examination from the Court of Inquiry, should, in his own interest, seek representation before the inquiry and be granted such representation. The Court of Inquiry itself clearly took the view that it was reasonable for the Plaintiff to look for such representation and I

respectfully agree with the Court's decision.

It appears to me that the Plaintiff was placed in the position of needing such representation as a consequence of the negligence of C.I.E. and that this was a reasonably forseeable consequence. Under these circumstances it appears to me that the Plaintiff is entitled to recover, as part of his damages, the reasonable costs of being legally represented before the Court of Inquiry. I will dismiss the case against the other Defendants.

Approved.

13/12/84

List of Authorities Cited

Railway Regulation Act 1871 In re Haughey 1971 Irish Reports, page 217

The State (Healy) -v- Donoghue 1976 Irish Reports, page 325

K Security & Another -v- Ireland and Another (unreported, Gannon J., judgment delivered 15th July, 1977)

The State (O) -v- Daly 1977 Irish Reports, page 312

Burke -v- John Paul and Company Limited 1967 Irish Reports, page 277

The Solway Prince 1914 31 T.L.R., page 56

Osman -v- Moss 1971 Lloyd's Reports, page 313

Meskell -v- C.I.E. 1973 Irish Reports, page 121

Dillane -v- Ireland and Another (Supreme Court unreported 31st July, 1980).