

IN THE TERRITORIAL COURT OF YUKON
(Before His Worship Justice of the Peace Cameron)

REGINA

v.

LLOYD WILLIAM DICKEY

Zeb Brown

Appearing for Crown

Lloyd William Dickey

Appearing on his own behalf

REASONS FOR SENTENCING

[1] CAMERON J.P.T.C. (Oral): Mr. Dickey has pled not guilty to the s. 83 of the *Motor Vehicles Act*, of no insurance, and has admitted his involvement in the s. 186, no seatbelt.

[2] In the testimony before the Court, Constable Thalhofer had indicated that he was operating a marked police cruiser September 20th on the south access road. He had a vehicle approaching him. He observed the seatbelt not being worn. He turned and stopped the vehicle. He asked for the particulars. The driver's licence was presented. Registration and insurance was not forthcoming. His motor vehicle check indicated that the licence plate on the vehicle was one belonging to a Ford pickup

and the vehicle he had stopped was a 1988 Olds Cutlass. When he checked the VIN number of the Cutlass he found that the registered owner on record of the Cutlass was Shirley Dickey.

[3] Mr. Dickey took the stand, made a sworn statement on his own behalf. He indicates that he readily admitted that the plate on the car had belonged to a Ford pickup, and that he had just taken his wife to the hospital. He had a bill of sale showing that his wife had sold the car to him, however, it burned up in a house fire which had happened just prior to this.

[4] In cross-examination he indicated that the vehicle had been sold to him by his wife in February of 2002, but the vehicle had sat for some time and that he never did officially register the vehicle until after the incident on September 20th.

[5] He then produced his insurance pink slip which shows that he has general insurance, a fleet insurance, that covers all vehicles that are owned and licensed by himself operating as Double Cross Motors. He admitted that he was not wearing a seatbelt on the day in question.

[6] The fleet insurance does exactly as it says, Mr. Dickey. It covers all the vehicles that are owned and licensed, and it is very critical that you understand that that wording means that the vehicle that would be covered in this case, for example, would be the Ford because it was licensed. Once you take that licence off of another vehicle, or take it off of your vehicle and put it on another vehicle, you must register that vehicle in order for that licence plate to be associated with the vehicle. So what

has, in a sense, happened on September was that you showed the Ford itself was insured, but that the vehicle you were driving was not insured because it had not been registered, okay? So it is very important to understand that the reason that that wording is on there is it does not mean that you can simply take a plate and tack it to any vehicle, drive it around, and you are insured. That is not the way it works. You have to basically have that vehicle registered. The insurance company has to know that the vehicle was registered before they would be able to cover it on insurance anyway. In the fleet vehicle insurance, they have to have some way of knowing how many vehicles, what type of vehicles, et cetera, et cetera, are in your fleet, as it were. That is the way that they have of knowing, that is, what vehicles are actually registered within the fleet, that are covered.

[7] So, in fact, it would appear, that you did not have any insurance coverage on that particular vehicle, on the 20th. Certainly, once you registered the vehicle, then it would be covered under your insurance policy.

[8] So I am finding you guilty of that offence. The seatbelt is not contested, so there is a guilty finding on that offence, as well.

[9] Are you seeking anything other than the ticket face?

[10] MR. BROWN: No, Your Worship.

[11] THE COURT: The seatbelt ticket face was \$75, with \$11 surcharge, total of \$86. The no insurance is normally a minimum penalty of \$400,

and \$60 surcharge. The total is \$546. How long would you need to pay that Mr. Dickey?

[12] MR. DICKEY: As long as I can get.

[13] THE COURT: \$546. I could allow you a six-month time frame. You can pay that off, basically, \$100 a month, over six months. Would you be able to do that?

[14] MR. DICKEY: Yes.

[15] THE COURT: Six months time to pay. You can set up a payment schedule, Mr. Dickey, if you wish, where you come in and put so much against it. I suggest that you do that. It is a lot easier to do it that way than it is to hope that you can save up the \$600 and pay it off in six months, type of thing. Okay?

[16] MR. DICKEY: So I do that where?

[17] THE COURT: You can do that at the Court Registry, here, which is right in this building. Just go down to the end of the atrium, on the right-hand side, and you can set up a payment schedule there. You come in each time you have got some money to put against; it doesn't matter how much. Some money, you just simply put it against that --

[18] MR. DICKEY: Okay.

[19] THE COURT: -- and over the next six months, all right? Thank you, sir.

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CAMERON J.P.T.C.