IN THE HIGH COURT OF NEW ZEALAND
AUCKLAND REGISTRY

CIV-2009-404-7443

	BETWEEN	CHRISTOPHER JOHN HUGHES Applicant
	AND	JAEWYN WILLIAMS Respondent

Hearing: 23 November 2009

Appearances: M Keall for the applicant
R Weir for the respondent

Judgment: 3 December 2009

JUDGMENT OF CLIFFORD J

Introduction

[1] On 10 November this Court granted the respondent, Ms Williams, a without notice injunction restraining the applicant, Mr Hughes (the administrator of the estate of the late Jean Victoria Smithson), from selling the principal asset of Ms Smithson's estate, a property at 1831 Great North Road, Avondale ("the Property").

[2] Mr Hughes now applies for that without notice injunction to be rescinded or, in the alternative, for orders allowing the sale of the Property. He also applies for damages and costs against Ms Williams.

Background

[3] Ms Smithson died intestate on 20 July this year. Letters of Administration were granted to Mr Hughes – a nephew of Ms Smithson – on 11 September 2009. That grant was made on the basis of a without notice application by Mr Hughes, supported by Ms Smithson's closest surviving relatives, her eight other nieces and nephews.

[4] Ms Smithson's surviving nieces and nephews are the beneficiaries of her estate pursuant to the provisions of ss 77 and 78 of the Administration Act 1969.

[5] On 22 September Ms Williams, Ms Smithson's great niece, applied for an order that Mr Hughes be removed as administrator, and that The Guardian Trust be appointed administrator in his place. Ms Williams based her claim on an assertion that Mr Hughes was unfit to act as administrator, and that in applying to the Court he had not disclosed the claim that Ms Williams intended to bring against Ms Smithson's estate, under the provisions of the Law Reform (Testamentary Promises) Act 1949. Affidavits were filed in support of, and in opposition to, Ms Williams' removal application.

[6] On 3 October Ms Williams discontinued those proceedings. A costs order of $1,000 was subsequently made against her. Mr Hughes, as administrator of Ms Smithson's estate, indicated that the order for costs would not be enforced until Ms Williams' testamentary promises claim was resolved.

[7] Ms Williams' without notice application for an injunction restraining Mr Hughes from selling the Property was filed in the High Court at Auckland at approximately 3.20pm on the afternoon of 10 November. The grounds of that without application were stated to be:

a) the confirmation given by Mr Hughes as administrator – in an affidavit filed in the discontinued proceedings – that, having been notified of Ms Williams' intended claim, he was aware of his legal obligations in relation to non-distribution of the estate;

b) that the sale of the Property would in effect constitute the distribution of the estate, as Ms Williams' intended claim was for the entirety of the estate; and

c) that any sale of the Property would render Ms Williams' claim nugatory, because if she were entitled either to the whole of the estate or to the Property, it was for her to decide whether the Property was to be sold, and when and how.

[8] Ms Williams' application was, as she swore in her affidavit in support, prompted by her having become aware earlier that day that the Property was to be put up for sale at auction at 6.00pm that evening. She also swore that:

a) she had instructed her solicitors to issue proceedings under the Law Reform (Testamentary Promises) Act, and expected those proceedings to be filed shortly; and

b) if she was successful in her claim, she had no present intention to sell the Property.

[9] An affirmation in support was filed by Ms Member, a junior barrister from Mr Weir's chambers. Ms Member affirmed that she had spoken to a Harcourts real estate agent. That agent had confirmed the Property was to be auctioned that evening and, according to Ms Member, had stated words to the effect that "if you've got $150,000 plus, you could be the owner".

[10] Ms Williams' without notice application was, I was informed by Mr Weir, first considered by Justice Woodhouse – duty Judge that day – in Court at approximately 4.35pm at the end of a lengthy sentencing hearing. Justice Woodhouse then adjourned to Chambers, where he considered the matter further with Mr Weir. Mr Weir provided Justice Woodhouse with copies of a facsimile communication to Mr Keall which had been intended to give Mr Keall notice on a Pickwick basis of the application to be made that afternoon.

[11] Justice Woodhouse made the order as sought, without recording reasons. He subsequently issued a minute which recorded his reasons in the following terms:

> [4] No reasons for the order were recorded. The essential grounds are these:
>
> a) The urgency just noted.
>
> b) Mr Weir's advice that the applicant's testamentary promises claim was in respect of the specific property – the property to be auctioned – as opposed to a general claim against the estate.
>
> c) A pragmatic assessment that the loss to the estate if the injunction could not be sustained at a further hearing on notice would be likely to be relatively modest and consist mainly of wasted costs.

[12] Mr Hughes now brings this application to set aside or vary the interim injunction on the basis that the interim orders had been wrongly or improperly obtained because:

a) there had been material non-disclosure;

b) there was no serious question to be tried; and

c) the balance of convenience favoured the rescission of the interim orders.

[13] In addition, Mr Hughes argued that Ms Williams should have made the application on notice, and that, although purportedly made on a Pickwick basis, insufficient effort had in fact been made to give Mr Hughes and his advisers notice of Ms Williams' application.

Discussion

Nature of this review

[14] Mr Hughes brings this application by way of review pursuant to r 7.49 of the High Court Rules. That is appropriate. As stated in *McGechan on Procedure* at para HR7.49.03, the general rule is that a "party aggrieved by a without notice order

should first exercise the right of review, rather than appealing in the first instance" (authorities omitted). Indeed, in *Kiwi Co-Op Dairies Ltd v Capital Dairy Products Ltd* (1989) 1 PRNZ 622 at 627 Greig J expressed the view that, in the case of a without notice judgment, "it may well be that a review is an essential step before an appeal is taken".

[15] An application to review an order made without notice provides an opportunity for a hearing *de novo* in the presence of the other party: *DB Baverstock Ltd v Haycock* [1986] 1 NZLR 342; *McGechan on Procedure* at para HR47.49.03(5) and 47.49.06.

[16] Mr Hughes also applies under r 7.51, which provides as follows:

> **7.51 Order may be rescinded if fraudulently or improperly obtained**
>
> (1) A Judge may rescind any order that has been fraudulently or improperly obtained.
>
> (2) The Judge may grant any further relief by way of costs that the interests of justice require.
>
> (3) This rule does not limit any other remedies of a party who has been adversely affected by an order that has been fraudulently or improperly obtained.

[17] In terms of the applicability of r 7.51 in these circumstances, it is useful to note the comment appearing at para HR7.51.01 of *McGechan on Procedure:*

> **Purpose of rule**
>
> The rule is directed primarily at *inter partes* orders; and should not be required very often in relation to without notice orders which are readily amenable to rescission on lesser grounds.

[18] At the hearing before me, and after some discussion, Mr Keall indicated that he was satisfied to proceed – in terms of r 7.51 – on the basis that Ms Williams had obtained her order "improperly" rather than fraudulently.

Material non-disclosure

[19] The law as to the duty of full disclosure on a party seeking an interlocutory order without notice is clear. As set out in *McGechan on Procedure* at para HR7.49.03(3):

> The applicant for a without notice order owes the Court a duty of utmost good faith (*uberrima fides*) to make the fullest disclosure to the Court of all facts relevant to the application. This duty extends to all matters relevant to the application, whether or not the applicant considers them important. In particular, the applicant has a duty to disclose to the Court any known defence to the application, together with the facts on which it is based. This duty is firmly established on the authorities …
>
> The duty is to make full disclosure of all relevant information in the applicant's possession, including that which does not assist the application … (authorities omitted)

[20] *McGechan on Procedure* goes on to note, at para HR7.49.03(5), that reflecting "the duty of utmost good faith in making complete disclosure, the Court may rescind an order obtained upon an interlocutory application without notice if non-disclosure or mis-statement subsequently emerges". On that approach, the Court will, in the event of an important misstatement, discharge the without notice order to impress upon the parties the importance of proceeding in good faith. *McGechan on Procedure* notes further (paragraph HR7.49.03(5)):

> However, a more liberal line of authority also exists. The choice as to rescission was put quite simply as a discretionary matter in *Lazard Bros v Midlands Bank* [1933] AC 289, at p 307. In *Ellinger v Guinness Mahon & Co* [1939] 4 All ER 16, at p 25, the Court squarely rejected as wrong an argument that a without notice order obtained through non-disclosure of any material fact ought to be set aside, even if the Judge thought that the order was properly made.
>
> The more liberal approach is reinforced by the current trend to regard review of a without notice order as establishing a hearing de novo in the presence of the other party: *D B Baverstock Ltd v Haycock* [1986] 1 NZLR 342; (1986) 1 PRNZ 139. On that approach, the basis on which the original without notice order was obtained assumes relatively less importance.
>
> In the rare case of misstatement or omission with deliberate intent to mislead the Court, it will invariably rescind upon a r 7.49 review. In such a situation, however, application under r 7.51 is more likely.

[21] Mr Keall's submissions, for Mr Hughes, as to material non-disclosure can therefore be considered:

a) first, in the context of r 7.49, on the basis that the matters allegedly non-disclosed are:

i) sufficient in and of themselves to warrant the discharge of the injunction granted; or

ii) relevant to a broader *de novo* review of that injunction; and

b) second, as to whether r 7.51 applies, noting the comment however that r 7.51 is principally directed at orders *inter partes* and that without notice orders are readily amenable to rescission on lesser grounds.

[22] On that basis, I will first consider Mr Keall's argument that there has been material non-disclosure, and then the significance of any such non-disclosure I find.

[23] That argument needs to be considered against the context of the affidavits filed, both in support of Ms Williams' without notice application for an injunction, and also in the discontinued proceedings, together with Ms Williams' now filed statement of claim in this testamentary promises proceeding.

[24] In her affidavit in support of this interim injunction application, and as noted above, Ms Williams referred to her intention to file a claim under the Law Reform (Testamentary Promises) Act 1949, stated that, if successful in that claim, she had no present intention to sell the Property, and, as regards her knowledge of the impending auction later that day, swore as follows:

> 5. On the late afternoon of 9 November 2009, a local Avondale resident raised her concerns with me that she believed the property at 1831 Great North Road, Avondale was going to be auctioned after seeing a sign outside the property. I learnt on 10 November 2009 that the property at 1831 Great North Road, Avondale was going to be auctioned at 6 pm tonight. I annex and marked "A" a copy of an advertisement printed from the Harcourts website confirming the date and time of the auction.
>
> 6. I am most concerned at the prospect of the property being sold.

[25] Mr Hughes had, in an affidavit filed on 9 October in the discontinued proceedings, clearly recorded his intention of selling the Property. In that affidavit Mr Hughes stated at para [23](a):

> My understanding is that the relative shortage of housing stock in Auckland has pushed up prices considerably from earlier in the year. I intend to take advantage of that lift in the market for the benefit of the estate by selling the property as soon as possible and placing the net proceeds into an interest bearing bank account.

[26] In that affidavit Mr Hughes also referred again to his intention to sell the Property at para [21], when he noted that the main purpose of a gathering of nieces and nephews at the Property on 19 September was "to prepare the house for sale and to ascertain what remained in the house". He also stated, at [24], that the "actual value of the estate will not be known until the property at 1831 Great North Road has been sold …".

[27] On the significance of that disclosure, Mr Weir argued that Mr Hughes had been less than complete in setting out matters in his affidavit. As it now transpires, Mr Hughes had signed a listing agreement with the land agents which led to the auction some three days before he swore that affidavit. He did not explicitly refer to that fact. It was Mr Weir's submission that Mr Hughes could not, therefore, criticise any incompleteness in the information made available by Ms Williams to the Court, as he had been less than complete himself.

[28] In my judgment, that argument is answered by the very clear terms of Mr Hughes' affidavit, namely that he intended to sell the Property "as soon as possible". In that context, that he had recently signed a listing agreement adds little if anything of significance to that statement.

[29] More generally in that affidavit, Mr Hughes, who is a chartered accountant of some experience, acknowledged the claim that Ms Williams intended to bring against the estate, noted that he had been made aware of the legal obligations that Ms Williams' notification of her claim imposed upon him "concerning the distribution of the estate", and swore that he would faithfully observe those obligations (at para [5]).

[30] On 19 October Ms Williams swore and filed an affidavit in reply to that of Mr Hughes. She spoke generally of what she considered to be the "underhand way" in which Mr Hughes had acted, because he and others of the nephews and nieces were fully aware of her intention to make a claim. She also expressed concerns as to the way in which items of the estate had been disposed of "as rubbish", as she was concerned that the rubbish might have contained a will. In that affidavit, however, Ms Williams did not comment in any way on Mr Hughes' stated intentions to sell the Property, let alone record any objection to that intended course of action.

[31] It was Mr Keall's submission that the failure to inform the Court that Ms Williams had been aware for some time of Mr Hughes' sale intentions, and that Mr Hughes had throughout acknowledged his obligations not to distribute the estate in light of Ms Williams claim, was a material non-disclosure. It went first to Ms Williams' claim of urgency. If Ms Williams had been aware for over a month of Mr Hughes' intention, she could not at the last moment claim urgency in the way she had done. Secondly, it counted against her claim that the forthcoming sale represented a "distribution" of the estate which would render her claim nugatory. Throughout, Mr Hughes had acknowledged his obligation to retain the sale proceeds in an interest bearing account, pending the resolution of Ms Williams' claim.

[32] In my judgment, that submission is manifestly correct. Without further explanation, it seems to me inevitable that a Court considering Ms Williams' application would, by reference to her affidavit, have concluded that Ms Williams had not previously been aware that the Property was to be sold. Thus the fact that it was to be sold that evening would be seen as coming as a surprise to her, and necessitating her without notice application that afternoon for an urgent injunction. In that context, the fact that Ms Williams had known of Mr Hughes' sale intentions for a month was relevant information that ought to have been disclosed to the Court, as was Mr Hughes' acknowledgement that, given the claim Ms Williams had given notice of, he was aware that he was not in a position to distribute the estate and had indicated that the proceeds of sale would be retained in an interest bearing account.

[33] Furthermore, it is not an answer to point – as Mr Weir did – to the fact that, in writing to the Court at the time of filing the proceedings, Mr Weir had impressed

upon the Registrar the need for the removal proceedings file to be placed before the Judge who was considering Ms Williams' injunction application. It is not for the Court, where it is asked in circumstances of extreme urgency to consider the grant of a without notice application, to have to review earlier Court papers to discover relevant factual matters.

[34] I therefore find that there was material non-disclosure in the way Ms Williams' application was put before the Court. In recording that finding I note that Mr Weir did not suggest to me that, in the circumstances in which Justice Woodhouse considered Ms Williams' application, he had informed the Judge of these two matters. Responsibly Mr Weir indicated to me that, given the urgency with which the matter was dealt with, he had in fact been invited to outline his case to the Judge in Court without the benefit of his papers. He had further discussed the matter with the Judge in his chambers. It seems very clear to me that, in making the orders that he did, the Judge relied particularly on the papers that were before him, his impression of urgency and his impression of the nature of the claim being made by Ms Williams.

[35] In that context I also note that it is not clear on the material before me that Justice Woodhouse was advised that there were nine statutory beneficiaries of the estate, nor that whilst Ms Williams swore that she had no intention of selling the Property, her claim was to the estate in its entirety and the Property comprised the large bulk of the estate. In his reasons, Justice Woodhouse records in particular his understanding that Ms Williams' claim was "in respect of this specific property – the property to be auctioned – as opposed to a general claim against the estate".

[36] In my judgment, these further matters are ones that ought to have been more clearly outlined in the papers filed in support of Ms Williams' application.

[37] I have considered whether, by reference to that material non-disclosure alone and notwithstanding what might otherwise be the merits of Ms Williams' position, I should discharge the interim injunction granted by Justice Woodhouse. After consideration, I have concluded I prefer the more liberal line of authority that the commentary in *McGechan on Procedure* points to. In particular, as the Court found

in *Ellinger v Guinness Mahon*, it does not seem to me correct that a without notice order obtained through non-disclosure of a material fact ought to be set aside even if the Judge – when reviewing that order and with the benefit of additional evidential material – thinks that the order was properly made. In my judgment, and as noted by *McGechan on Procedure* at para HR7.49.06, "carelessness in respect of evidence can be compensated by costs".

[38] I note further that I am not persuaded that the circumstances covered by r 7.51 exist here. I have made it clear that I consider greater disclosure should have been provided. However, I am aware that, rightly or wrongly, Ms Williams was reacting to information that she had only received on 10 November. No doubt her instructions placed considerable pressure on counsel and required the preparation of papers at very short notice indeed. There was also the separate matter of the advice from the land agent. In his affidavits in the earlier proceedings, Mr Hughes had estimated the value of the Property, based on its most recent valuation, at $240,000. It is therefore not surprising that Ms Williams may have reacted adversely to the real estate agent's comment, justified or otherwise, that the Property could possibly be purchased for somewhere in excess of $150,000. Ms Williams may have also reacted to the terms of the brochure advertising the auction, which emphasised the need for the Property to be sold quickly. Both of those matters, taken at face value, could understandably have caused her considerable concern. I note immediately, however, that in fact Mr Hughes had set a reserve on the Property of $240,000, clearly negating any concern that may have arisen from the land agent's comments to Ms Member.

[39] I also think the fact that Mr Weir did emphasise to the Court the importance of placing the file of the earlier proceedings before the Judge indicates that there was no deliberate concealment of any relevant issues on his part, rather in my view a misplaced reliance on the significance of the availability of that file to the Judge who had to consider this matter at such short notice.

[40] In my view, rather than applying r 7.51, this is a situation where carelessness in respect of evidence can be compensated by costs.

[41] I will therefore now consider the two further grounds of rescission and/or variation argued for by Mr Keall.

A serious question to be tried?

[42] As is well-established, the grant of an interim injunction involves a consideration of two basic issues:

a) whether there is a serious case to be tried supporting the applicant's claim; and

b) where the balance of convenience lies.

[43] In my view, the "serious case" must be one that, subject to a consideration of the balance of convenience, justifies the preservation of the position as sought by the injunction applied for so as to ensure that the relief available to the Court if the substantive claim succeeds can adequately address that claim.

[44] In terms of the "serious case" analysis, Mr Keall did not dispute that, based on her affidavit evidence and her now filed statement of claim, Ms Williams may succeed in a claim against Ms Smithson's estate. What he did dispute, however, was that she had an arguable case for a claim to the whole of Ms Smithson's estate, or to the entirety of the Property, so as to justify the interim injunction applied for.

[45] Mr Keall submitted that, as there were nine statutory beneficiaries of the estate, whatever the strength of Ms Williams' claim, it was simply not feasible that she would succeed in a claim to the entire estate.

[46] In support of that submission he drew the Court's attention to the comments of Priestley J in *R v Samuels (Dec'd); Atkinson & Others v Samuels* HC Auckland CIV 2006-404-7878, 30 May 2008 at [65]:

> Finally, the quantum of an award must not exceed what is reasonable recompense for the services or work performed for a deceased. The balancing exercise must also include, as the Privy Council recognised in *Re*

Welch [[1990] 3 NZLR 1 at 6 per Sir Robin Cooke], other legitimate claims on the estate:

> It is not to be doubted that, for instance, where there have been meritorious services and considerable sacrifice on the part of a claimant and the property promised has been a central feature in the services or the life of the claimant, the natural order under the Act may be one vesting the property in the claimant, provided this does no injustice to any others with meritorious claims against the estate…

[47] Mr Keall then submitted:

> The following factors in particular must negate any possibility of that order being made:
>
> (a) small size of the estate.
>
> (b) the relatively low level of assistance provided (the statement of claim alleges no more than intermittent attendances of no more than once per week over a 9 year period).
>
> (c) perhaps most importantly the legitimate claims of the 8 nephews and nieces under the statutory trusts created by the ss77 & 78 of the Administration Act 1969 would be defeated by an order vesting the whole of the property in [Ms Williams].

[48] Mr Weir responsibly acknowledged that, despite strenuous efforts, he had not been able to find any case in which a successful claimant under the Law Reform (Testamentary) Promises Act had succeeded in claiming an entire estate. He nevertheless submitted that, although Ms Williams' chances of obtaining a judgment granting her the entirety of the estate or, albeit marginally less, the whole of the Property, could not be said to be high, that did not mean there was not a serious case to be tried justifying the interim injunction granted.

[49] My overall assessment on this point is that it is highly unlikely, verging indeed on Mr Keall's characterisation as being simply not feasible, that Ms Williams will succeed to a claim to the entirety of Ms Smithson's estate, or to the Property itself, or to the entirety of the Property's value.

[50] Ms Williams, in the statement of claim which she has now filed, characterises her claim against Ms Smithson's estate in the following terms:

> 3. Over the 9 years immediately preceding the date of death of the deceased, the plaintiff who was the great-niece of the deceased, rendered services to and performed work for the deceased. These services and work included visiting her at intervals of not less than weekly performing such domestic activities as cleaning the house,

assisting the deceased in cleaning her person, maintaining the upkeep of the garden, shopping, other errands as household management, paying household accounts, feeding the deceased's cats and generally functioning as the individual on whom the deceased relied for the help and assistance appropriate to her age.

4. The plaintiff rendered such services and performed such work for the deceased in reliance on oral promises by the deceased repeated on many occasions over the 9 year period to the effect that the deceased was extremely grateful for the help she was receiving from the plaintiff with the deceased regularly affirming that she did not know how she could manage without the plaintiff's continued assistance and that the plaintiff could be confident that it was the intention of the deceased to leave the entirety of the estate to the plaintiff by will.

5. The deceased failed to make the promised testamentary provision or otherwise remunerate the plaintiff.

[51] Assessed most favourably, it is difficult to see how those services could possibly justify the award of the entire estate to Ms Williams.

[52] I note further that whilst Ms Williams says she has "no current intention" of selling the Property, she does not in her statement of claim or in her affidavits point to any particular connection between herself, or the services she rendered, and an entitlement or an attachment to the Property itself. Rather, her claim to the entirety of the estate is based on general services rendered and the general claim this gives her.

[53] In my view, these considerations count against a conclusion that there is a serious case to be argued here (in respect of the whole of the estate or the Property), such as to support the need for the injunction. The seriousness of Ms Williams' claim supports the very action Mr Hughes has already acknowledged is appropriate, namely that pending the resolution of that claim the estate should not be distributed. It does not in my view support an injunction which maintains the Property as such in the ownership of the estate. I would, for that reason, rescind the injunction granted.

Balance of convenience

[54] Given that conclusion, it is not strictly speaking necessary for me to consider the question of where the balance of convenience lies. Having said that, however,

and in terms of the balance of convenience, I think account needs to be taken of Mr Hughes' affidavit, which is the only available evidence relevant to the question of the appropriateness of selling the Property at the present time. In addition to that evidence, if the Property is not sold there will be inevitable costs and expenses which would accrue against the estate.

[55] The estate currently has few, if any, funds after the expenses of the various proceedings to date and Ms Smithson's funeral have been deducted from the relatively modest cash balance initially available.

[56] In my view, these considerations point to the balance of convenience favouring a sale, and the realisation of the Property, with those proceeds being held on an interest bearing account which will incur little, if any, further expenses by way of administration.

[57] On the balance of convenience Mr Weir urged on me the possibility, not explicitly referred to in Mr Hughes' affidavits, that the Property could be rented for the benefit of the estate. Given Mr Hughes' experience as a professional accountant, I have little doubt that his conclusion that the prompt sale of the Property was in the best interests of the estate would have taken into account the possibility of rental. Rental itself involves further expenses and, as noted, the estate has little, if any, cash available to it to meet those expenses, even if they were able to be subsequently recovered from a rental stream. Mr Hughes would also, in my view, have considered the comparative benefits of interest earned on sale proceeds, as opposed to rental on the Property.

[58] Although not strictly necessary to my judgment, therefore, I am also of the view that a consideration of the balance of convenience counts against the continuation of this interim injunction.

Result

[59] Accordingly, I grant Mr Hughes' application for variation or rescission by discharging the interim injunction granted by this Court on 10 November.

[60] In granting Mr Hughes' application for rescission, I do not intend any criticism of Justice Woodhouse's grant of an application on the without notice application made by Ms Williams. The Judge, in the time available to him and on the papers before him, granted that application specifically referring to the opportunity for further consideration that would be available when the matter was able to be considered on notice. It is on the basis of that further consideration, and in particular on the basis of information available to me that was not available to Justice Woodhouse, that I have reached the decision I did.

Damages and costs

[61] Counsel did not directly address me on the question either of damages, in terms of Ms Williams' undertaking, or in terms of costs. Mr Keall indicated an intention to apply for indemnity costs.

[62] In terms of the undertaking, the estate has incurred wasted costs of $2,062.50. I see no reason why, in terms of the undertaking provided, those costs should not be payable by Ms Williams and I so order. The question of further damages is reserved.

[63] I invite written submissions on the question of costs, noting that Mr Keall has indicated an intention to apply for indemnity costs. Mr Keall should file his submissions with 14 days of this judgment, and Mr Weir within 14 days of that.

"Clifford J"

Solicitors: Wadsworth Ray, P O Box 26301 Auckland
(Counsel: Michael Keall (mkeall@clear.net.nz))
D M A Burgess, P O Box 7114, Auckland
(Counsel R A Weir (rob@crescentchambers.co.nz))