

**IN THE EMPLOYMENT COURT
AUCKLAND**

**[2015] NZEmpC 9
ARC 22/11**

IN THE MATTER OF proceedings removed from the
Employment Relations Authority

BETWEEN PREMIER EVENTS GROUP LIMITED
First Plaintiff

AND BA PARTNERS LIMITED (IN
LIQUIDATION AND RECEIVERSHIP)
Second Plaintiff

AND MALCOLM JAMES BEATTIE
First Defendant

AND ANTHONY JOSEPH REGAN
Second Defendant

AND PATRICIA PANAPA
Third Defendant

BETWEEN MALCOLM JAMES BEATTIE
Plaintiff

AND ANTHONY JOSEPH REGAN
Second Plaintiff

AND PATRICIA PANAPA
Third Plaintiff

AND PREMIER EVENTS GROUP LIMITED
First Defendant

AND BA PARTNERS LIMITED (IN
LIQUIDATION AND RECEIVERSHIP)
Second Defendant

Hearing: By memoranda of submissions filed on 19, 20 and 22 December
2014 and 30 January 2015

Appearances: AJ Lloyd and V Hodgson, counsel for Premier Events Group Limited
J Eichelbaum, counsel for Malcolm James Beattie, Anthony Joseph Regan and Patricia Panapa

Judgment: 9 February 2015

SUPPLEMENTARY JUDGMENT OF CHIEF JUDGE G L COLGAN

[1] Messrs Beattie and O'Regan and Ms Panapa have applied to the Court to recall and reissue the judgment issued on 17 December 2014.¹

[2] It is common ground that the judgment contains an error and what the correct position is. In these circumstances, the only question is how that situation should be rectified.

[3] At [241] of the judgment of 17 December 2014 I recorded incorrectly that a meeting between Mr Beattie and Cartan Tours Inc (Cartan) occurred before Mr Beattie had given notice of his resignation from employment by PEGL. The meeting occurred on 27 February 2010, after Mr Beattie gave notice of his resignation on 20 January 2010. Mr Beattie was, nevertheless, still an employee of PEGL on the date of the meeting with Cartan, arrangements for which had been made before 27 February 2010.

[4] I accept that in these circumstances, the Court can and should correct this "accidental slip" pursuant to the Court's power to do so under reg 6 of the Employment Court Regulations 2000 by analogy with r 11.10 of the High Court Rules.

[5] There is a second slip in [241] of the judgment which this application allows an opportunity to correct. That paragraph referred to Mr Beattie's breach as being

¹ *Premier Events Group Limited v Beattie* [2014] NZEmpC 231.

one of cl 11.1 set out at [47] of the judgment of 17 December 2014. Clause 11.1 was set out at [50] of that judgment and [241] will be amended accordingly.

[6] Therefore, [241] of the judgment of 17 December 2014 will read:

[241] Mr Beattie's covert discussions with representatives of Cartan, conducted after he had given notice of his resignation from employment with PEGL but whilst still so employed, constituted a breach or breaches of his contract of employment: see cl 11.1 set out at [50]. As a senior employee of the company, Mr Beattie was under an express obligation to act in its best interests and, more particularly, not to act in his own interest or that of others where to do so conflicted with his duty to act in his employer's best interest. Mr Beattie's actions in negotiating with Cartan to develop a business relationship between it and a new business entity to be formed by him after he left PEGL, amounted to a clear and serious breach of his obligations to his then employer.

[7] The principal judgment bearing the date of its issue on 17 December 2014 will be corrected accordingly.

GL Colgan
Chief Judge

Judgment signed at 12.45 pm on Monday 9 February 2015