IN THE EMPLOYMENT COURT
AUCKLAND

[2015] NZEmpC 90
EMPC 248/2014

IN THE MATTER OF	a challenge to a determination of the Employment Relations Authority
BETWEEN	MICHAEL TALBOT Plaintiff
AND	AIR NEW ZEALAND LIMITED Defendant

Hearing: 25 March 2015
(Heard at Auckland)

Appearances: R McCabe, counsel for plaintiff
D France, counsel for defendant

Judgment: 12 June 2015

JUDGMENT OF JUDGE CHRISTINA INGLIS

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[1] Mr Talbot is a pilot with Air New Zealand and has been for around 30 years. His terms and conditions of employment are contained within a collective employment agreement. The agreement includes provisions relating to age restrictions on operating aircraft as a pilot-in-command.[1]

[2] Mr Talbot raised a number of issues about Air New Zealand's approach to these provisions both before and after turning 65 years of age. He subsequently sought to pursue a grievance in the Employment Relations Authority (the Authority). Air New Zealand contended that he had not raised a grievance within time, that it had not consented to him raising a grievance out of time, and that there was no basis

[1] Clause 3.2.3.

upon which to grant leave to pursue a grievance. The Authority agreed and dismissed Mr Talbot's claim.[2]

[3] Mr Talbot filed a challenge to the Authority's determination. The challenge was heard on a de novo basis.

[4] The nub of Mr Talbot's case is that at a meeting on 9 February 2012 Air New Zealand gave its consent to a grievance being raised after proposed discussions between the New Zealand Airline Pilots' Association (NZALPA) and Air New Zealand had been concluded. Such consent is said to be relevant to an assessment of whether the proviso in s 114(1) of the Employment Relations Act 2000 (the Act) applies or, alternatively, relevant to whether there are exceptional circumstances under s 114(4).

[5] The challenge raises novel issues as to whether an employer can give consent to pursue a grievance out of time for the purposes of s 114(1) in anticipation of an action that has not yet occurred. If an employer does give consent, effectively waiving the 90-day timeframe in the Act in advance, can that amount to an exceptional circumstance warranting the grant of leave to pursue a grievance out of time?

[6] I record that the plaintiff did not pursue an argument at hearing that the grievance had been ongoing.

The facts

[7] Mr Talbot turned 65 in January 2012. Air New Zealand had written to Mr Talbot a year earlier drawing his attention to the impact of a rule adopted by the International Civil Aviation Organisation (ICAO) which was said to affect his ongoing employment as a 747 pilot-in-command. The letter stated that if Mr Talbot wished to continue in an operating pilot role after age 65 he must be appointed to an available position, or appointed to a course for one of those positions, before that

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2 *Talbot v Air New Zealand Ltd* [2014] NZERA Auckland 370.

date. Mr Talbot was invited to consider his position and advise what he wished to do.

[8] On 15 July 2011 Mr Gilmore, the General Manager Operations, wrote to Mr Talbot again, asking him to confirm his intentions. Mr Talbot sent a fax to Mr Gilmore on 20 July 2011 referring him to specific provisions in the collective agreement and advising when he expected to be in a position to make his stipulation as to his intentions.

[9] On 3 October 2011 Mr Talbot wrote to Mr Gilmore setting out his position that his options were not subject to a position being available, contrary to the company's expressed view of the collective agreement. Mr Talbot followed this letter up with further correspondence dated 21 October 2011. In that letter Mr Talbot again drew attention to his interpretation of clauses of the collective agreement that were relevant to the stipulation issue. He asked that if the company had any issue with what he had said it should immediately advise him.

[10] Mr Talbot wrote to Mr Gilmore again on 25 October 2011. The letter was headed:

> Employment Relationship Problem, Notice of Dispute and Advice of Potential Personal Grievance Per section six (6) of the NZALPA Air New Zealand Pilots Collective Employment Agreement, 6 August 2010.

[11] In the letter Mr Talbot advised that he was notifying a dispute in accordance with section 6 of the collective agreement ("Resolution of Employment Relationship Problems") and also advised of a potential personal grievance that would arise if Air New Zealand applied its current interpretation of the agreement in his case. In this regard the letter stated that:

> Since receiving the US FAA legal interpretation and a significant number of documents of correspondence between Air New Zealand and the US FAA and *mindful of the ninety (90) day limitation on advising the employer of a personal grievance I give notice to Air New Zealand of a potential personal grievance which would arise if Air New Zealand were to rely on age-pairing issues or perceived difficulties as a reason to prevent the exercise by me of any entitlement I may have, and choose to exercise, per section 3.2.3 of the NZALPA Pilots Collective Agreement* of August 2010, particularly in respect of any first officer position I may choose in the Boeing 747-400 fleet.

[Emphasis added]

[12] The letter concluded with a request for a meeting, "per section six (6) of the CEA".

[13] It is convenient to observe at this point that the collective agreement, which Mr Talbot accepted he was fully familiar with, contained provisions relating to the resolution of employment relationship problems generally. It differentiated between a personal grievance and a dispute. In terms of "Process" the agreement provided that pilots should first raise the problem with the company as soon as possible and attempt to resolve it by discussion but made it clear that, in relation to the resolution of personal grievances, certain provisions must be followed:

> **1. Submission of grievance to Company:**
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> Any pilot who considers that he or she has grounds for a personal grievance may submit the grievance to the Company or a representative of the Company.
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> **2. Time within which personal grievance must be submitted:**
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> *The grievance shall be submitted within the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred* or has come to the notice of the pilot (whichever is the later) so as to enable the Company to remedy the grievance rapidly and as near as possible to the point of origin.
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> *If the grievance is not submitted within the 90 day period, the Company is not obliged to consider the pilot's grievance* unless the Employment Authority grants the pilot leave to submit the personal grievance after the expiration of that period.

[14] Mr Gilmore said that he understood Mr Talbot's letter of 25 October to be notifying a dispute. That was a reasonable conclusion to reach having regard to the way in which the letter, and previous correspondence, had been crafted. The focus was plainly on a disputed interpretation of relevant provisions of the collective agreement. Relevantly the reference to section 6 of the collective agreement came at paragraph one of the letter, which was expressed to notify a dispute in relation to the age-pairing issue (consistently with the procedure for notifying disputes set out in the agreement). Paragraph two advised that Mr Talbot may have a potential personal grievance. The concluding paragraph requested a meeting in accordance with section 6 of the collective agreement.

[15] While the correspondence effectively put Air New Zealand on notice that Mr Talbot had issues with the approach being adopted by the company and that he considered that he may have a potential personal grievance if that approach was ultimately applied in his case, it did not purport to raise a grievance. Nor did it particularise the nature of any such grievance or what steps might be taken by Air New Zealand to remedy the situation.

[16] On 8 December 2011 Mr Talbot wrote to Air New Zealand again in correspondence headed "Employment Relationship Problem as advised: age Pairing Issue". He noted that other than receiving an acknowledgement of his earlier 25 October letter "advising of Employment Relationship Problem per section Six (6)" of the collective agreement, he had not received a reply. He reiterated his request for a meeting in accordance with section 6 of the collective agreement. There was no reference in this correspondence to a personal grievance, or a potential personal grievance.

[17] I pause to note that NZALPA and Air New Zealand had been scheduled to meet to discuss the age-pairing issue on 8 February 2012. That meeting was, however, cancelled. No meeting had taken place as at the date of hearing.

[18] A meeting occurred between Mr Talbot and Air New Zealand on 9 February 2012. Mr Gilmore and Mr Pearce (747 Deputy Fleet Manager) attended for Air New Zealand. Mr Talbot attended with his support person, Mr Palin. It is apparent that a range of issues were discussed at the meeting, including age-pairing. Mr Talbot says that at the meeting it was agreed that, as Air New Zealand and NZALPA were going to meet to discuss the age-pairing issue, Mr Talbot's potential personal grievance would be put on hold pending the outcome of the meeting.

[19] Mr Talbot wrote to Mr Gilmore on 20 April 2012. He referred to the 9 February meeting and said that:

> In respect to that meeting and the rights I have in section 3.2.3 of the NZALPA/Air New Zealand CEA, *the matter of interpretation* to be made in respect of pilots employed by Air New Zealand as Second Officers but holding NZ ATPL's and type-ratings for the aircraft they are employed on and their use as "other pilot under 60 years of age" a meeting between Mr R

> Harrison QC and Air New Zealand legal representatives was to have occurred on February 8th 2012 but did not proceed at that time. You advised me of such.
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> You said that such a meeting was to be subsequently arranged and we agreed to await the outcomes of that meeting to further progress my employment problem.
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> I have received no communication from you about those arrangements and even occurrence of such meeting and over two calendar months have expired.
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> …
>
> There is some urgency required for your reply as my "stipulation" per section 3.2.3, is required by May 27th 2012 and I require all available information to make that stipulation so that all my rights are able to be exercised.
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> [Emphasis added]

[20] Mr Talbot made his stipulation to Captain Boeing 737-300 aircraft by way of letter dated 21 May 2012. He went on to state that:

> This stipulation is made without prejudice to any rights and remedies I have and may have that may arise from any mutual settlement or judicial decision(s) that are outcomes from *the disputes and/or potential personal grievances previously and formally initiated by me with the company still extant and awaiting further information whether from meeting(s) with Mr R Harrison and Air New Zealand representatives or otherwise*.
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> Recognising, as I do, that the resolution of the disputes and/or potential personal grievances previously advised, may take some subsequent months to resolve, my situation is to ensure that I can be gainfully employed in a role (as a Captain on Boeing 737-300) subsequent to the expiry of my current leave period.
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> [Emphasis added]

[21] The letter concluded with a request that its receipt be acknowledged. This was done by Mr Gilmore on 23 May 2012. As Mr Gilmore accepted in cross-examination, he did not query anything that Mr Talbot had said in his letter, including the apparent linkage between the anticipated meetings between Dr Harrison QC and Air New Zealand and the potential personal grievance. He said that he had a clear understanding following the 9 February 2012 meeting that Mr Talbot was disputing the interpretation of the collective agreement, and that he understood the letter of 21 May 2012 to be directed at stipulating his preference. For his part, Mr Talbot accepted that as at the date of the 21 May letter, any action which

could have given rise to a personal grievance had not yet occurred. Rather he said that he was awaiting the outcome of a meeting between NZALPA and Air New Zealand so that he could provide specifics as to the grievance.

[22] NZALPA wrote to Air New Zealand on 11 June 2012 setting out its stance in relation to the company's position on rostering and pairing issues, which it contended gave rise to an employment relationship problem and individual personal grievances. The letter referred to legal advice received from Dr Harrison. NZALPA said that if the identified issues could not be adequately resolved individual personal grievances would be raised on behalf of named members.

[23] Mr Gilmore responded on 26 July 2012 advising that the issues were complex and that the company would like a copy of the legal opinion relied on by NZALPA in considering the issues that had been identified. I note that while it is apparent that Mr Talbot was a member of NZALPA at the time, it is clear that at no stage during the course of these, and earlier, communications was NZALPA purporting to act on Mr Talbot's behalf.

[24] Mr Talbot accepted in cross-examination that he had received a copy of the legal advice provided by Dr Harrison to NZALPA, which identified that certain pilots may have a basis for a personal grievance based on discrimination and disadvantage, around mid 2012. However, it is was not until some 15 months later (namely 18 September 2013) that Mr Talbot advised, through NZALPA, that he considered that Air New Zealand had breached material clauses in the collective agreement to his disadvantage and discriminated against him on the grounds of his age. This was the first time that details as to the nature of the personal grievance had been articulated.

[25] Air New Zealand responded by advising that it considered that the personal grievance based on unlawful discrimination and unjustified disadvantage had been raised outside the 90-day time period.

Consent to raise a grievance in the future under s 114(1)?

[26] Mr McCabe, counsel for Mr Talbot, submitted that Mr Talbot had made it clear at an early stage that he considered that he would be disadvantaged by Air New Zealand's anticipated action in relation to the age-pairing issue and that it was agreed he would wait until the outcome of discussions between NZALPA and Air New Zealand to progress matters. It was submitted that such agreement was reached at the 9 February 2012 meeting, and that Mr Talbot was entitled to believe that Air New Zealand consented to an extension of time to file a personal grievance out of time. As I understood the argument, such consent was effective for the purposes of s 114(1) or alternatively amounted to an exceptional circumstance justifying the grant of leave under s 114(3).

[27] I deal with the scope of s 114(1) first. It provides that:

> Every employee who wishes to raise a personal grievance must, subject to subsections (3) and (4), raise the grievance with his or her employer within the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the later, unless the employer consents to the personal grievance being raised after the expiration of that period.

[28] Section 114(1) makes it clear that an employer may consent to a personal grievance being raised after the expiration of the 90-day timeframe for raising a grievance. What is less clear is whether consent itself can pre-date crystallisation of the personal grievance for the purposes of the provision. Counsel for the defendant, Mr France, submitted that it cannot and, even if it could, there was no consent in the circumstances of this case. The arguments advanced on Mr Talbot's behalf were primarily focussed on whether consent had been given. I return to this issue later.

[29] When s 114 is read in context it appears that for an employer to consent to a personal grievance being raised after the expiration of the 90 day timeframe specified in s 114(1) there must first be an alleged personal grievance. This is reflected in the chronological sequencing of the steps identified in s 114(1) and the statutory language used. As was observed in *Creedy v Commissioner of Police*:[3]

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[3] *Creedy v Commissioner of Police* [2006] ERNZ 517 (EmpC) at [29].

> The relevant words and phrases of the legislation are in the past and present tense so that the raising of a grievance is clearly contemplated as a grievance about an event that has occurred or is occurring. The statutory scheme does not allow for a known or even anticipated future event let alone a speculative future event…

[30] While these comments were directed at whether a grievance could be raised prospectively, the same points can be made in relation to whether advance consent can be given for the purposes of s 114(1). Relevantly, the consent proviso is expressly linked to "the personal grievance". This strongly suggests that an identifiable grievance is in existence at the time consent is purportedly given. If it were otherwise it is difficult to see what purpose such consent would play, given that it would pre-date the 90-day period for raising a grievance, which itself runs from the date on which the action complained about arose or came to the employee's attention.[4] More generally, it would sit uncomfortably with the requirement to specify the grievance with due particularity to enable the employer to respond to it.

[31] While I do not need to reach a concluded view on the point, for reasons which will become apparent, it is strongly arguable that the horse (the actions complained of) must come before the cart (consent) and that consent purportedly given in anticipation of a potential grievance will be ineffective for the purposes of s 114(1). If that is so, as at 9 February 2012 the actions that allegedly gave rise to Mr Talbot's personal grievance had not occurred and it would follow that there could have been no effective consent under s 114(1).

Exceptional circumstances

[32] I turn to consider whether leave should be granted to pursue a personal grievance out of time. This requires consideration of ss 114(4) and 115 of the Act. The Court must be satisfied that the delay in raising the personal grievance was occasioned by exceptional circumstances and that it is just to grant leave.[5] The plaintiff submits that he was led to believe that Air New Zealand consented to him pursuing a personal grievance at a later date, once discussions between NZALPA and

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4 Employment Relations Act 2000, s 114(1).
5 Employment Relations Act, s 114(4).

Air New Zealand had taken place, and that this amounted to an exceptional circumstance warranting the grant of leave.

[33] Mr France conceded that if Air New Zealand had consented to Mr Talbot raising a grievance at some later date in the future that could amount to an exceptional circumstance for the purposes of s 114(4). However, he submitted that no such consent had been given, that there were accordingly no exceptional circumstances and that it would not, in any event, be just to grant leave.

[34] I pause to note that there was a difference between the stance of the parties as to the correct approach to consent for the purposes of s 114. I deal with this issue at this juncture, in light of my earlier observations as to the scope of s 114(1) and the plaintiff's reliance on consent as an exceptional circumstance.

[35] Mr France correctly submitted that whether consent has been given is a matter of fact and degree. He went on to submit that something more than mere acquiescence or inaction on behalf of the employer was required, citing *Cashmere Capital Limited v Carroll*[6] in support of this proposition. There the Supreme Court referred with approval to observations made by the Court of Appeal in *New Zealand Fisheries Ltd v Napier City Council*, drawing a distinction between consent and acquiescence:[7]

> In the course of its discussion in the *New Zealand Fisheries* case the Court referred to the judgment of the English Court of Appeal in *Bell v Alfred Franks* … The case concerned a statutory provision in the Landlord and Tenant Act 1954 in relation to the consent of a previous landlord to a breach of the tenancy. Shaw LJ explained the distinction between consent and acquiescence, saying:
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> > "If acquiescence is something passive in the face of knowledge, what does "consent" mean? In the context of the contrast implicit in subsection (4), the only practical and sensible distinction that can be drawn is that if acquiescence can arise out of passive failure to do anything, consent must involve a positive demonstrative act, something of an affirmative find. It is not to be implied, because the resort to implications betokens an absence of express affirmation. The only sense in which there can be implied consent is where

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6 *Cashmere Capital Limited v Carroll* [2009] NZSC 123.

7 *New Zealand Fisheries Ltd v Napier City Council* (1990) 1 NZConvC 190, 342 at 190, 344 (CA) referring to *Bell v Alfred Franks* [1980] 1 WLR 340 (UKCA) at 347 cited in *Cashmere Capital Limited v Carroll*, above n 6 at [78].

> consent is demonstrated, not by language but by some positive act other than words which amounts to an affirmation of what is being done and goes beyond mere acquiescence in it. It may lead, in this context, to a false conclusion to speak of "implied consent", which is what the judge said was the proper inference to be drawn from the long history of acquiescence. I would prefer for myself to say "consent" involves something which is of a positive affirmative kind…"

[36] Mr France used these observations as a springboard for a submission that there was no "positive demonstrative act, or something of an affirmative kind", which would support a finding that Air New Zealand consented to a grievance being pursued out of time. Nor, he said, was there anything in the correspondence which followed the 9 February 2012 meeting that would support such a finding.

[37] The Court of Appeal has made it clear in *Commissioner of Police v Hawkins* that whether or not consent has been given for the purposes of s 114(1) will be a question of fact and degree and that:[8]

> The real issue is not whether, in formal terms, the Commissioner "turned his mind" to the extension, but rather whether he so conducted himself that he can reasonably be taken to have consented to an extension of time.

[38] I approach the issue on this basis. As I have said, the defendant conceded that consent could amount to an exceptional circumstance for the purposes of s 114(3). I did not understand Mr France to be advancing an argument that a different approach to the issue of consent was required when assessing that issue, as opposed to whether consent had been given for the purposes of s 114(1).

[39] The meeting of 9 February 2012 was the focus of evidence. That meeting took place some considerable time ago and it is not surprising that recollections are not as clear as they might otherwise have been, or that there was some divergence as to the detail of what was discussed. Having considered the evidence I do not accept that at the meeting Mr Gilmore gave consent, on behalf of Air New Zealand, for Mr Talbot to defer raising a personal grievance to some later date and outside the statutory timeframe for doing so. Nor do I consider that Mr Talbot could reasonably have formed the view that such consent had been given.

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8 *Commissioner of Police v Hawkins* [2009] NZCA 209, [2009] 3 NZLR 381 at [24].

[40] Mr Palin gave evidence that he took meeting notes, which (while not purporting to be a verbatim transcript) were generally accepted as accurately representing what had been discussed. Notably absent from the notes of meeting is any reference to Mr Talbot's alleged personal grievance, a request that the company consent to a grievance being put on hold and/or an agreement that the company would effectively waive the 90-day timeframe once a grievance had crystallized. As Mr Palin accepted in cross-examination, the discussion focussed on the application and interpretation of provisions of the collective agreement. Mr Palin's evidence was that he recorded the important aspects of the discussion. If there had been a discussion about a personal grievance, and consent sought and/or given in relation to the raising of a grievance out of time, such matters would very likely have been noted.

[41] Mr Gilmore gave evidence, which I accept, that he did not understand Mr Talbot to be talking about a personal grievance at the meeting or seeking Air New Zealand's agreement to a future grievance being raised out of time. Rather, Mr Gilmore understood Mr Talbot to be disputing the company's interpretation of the collective agreement. His impressions in this regard were supported by Mr Talbot's earlier correspondence, which were primarily focussed on the correct interpretation of provisions of the agreement.

[42] I understood Mr Talbot's evidence to be that there could have been no room for misunderstanding going into the 9 February 2012 meeting that he considered that he had a potential personal grievance, given his earlier correspondence, and that the record of discussions (while omitting any express reference to such matters) must be viewed in this context. Particular reference was made to Mr Talbot's correspondence of 25 October 2011. I have already observed that Mr Gilmore reasonably believed that this correspondence was notifying a dispute and requesting a meeting to discuss that dispute. The subsequent correspondence of 8 December 2011 tends to reinforce the point.

[43] As Mr Talbot pointed out, the 9 February 2012 meeting concluded on the basis that the parties would await the outcome of discussions between Air New Zealand and ALPA. However, this falls well short of signifying an agreement to

defer the raising of a grievance to beyond the 90-day period which would itself run from the date on which any action complained of occurred.

[44] Correspondence which followed the 9 February 2012 meeting tends to reinforce the position, including Mr Talbot's letter of 20 April 2012, in which he referred to the meeting of 9 February 2012 and the "matter of interpretation" to be resolved.

[45] Mr Talbot's letter of 21 May 2012 referred again to a potential personal grievance and that further information that might come out of either the meeting between Dr Harrison and Air New Zealand "or otherwise". It is correct, as the plaintiff points out, that Mr Gilmore did not provide a substantive response to the letter or seek to correct any misunderstanding as to what had come out of the 9 February meeting, but I do not think that anything can be made of this in the circumstances. Rather, I consider it to be telling that Mr Talbot's letter makes no reference to the consent which is now said to have been given at the meeting. Indeed, there is no reference to such consent in any of the correspondence which followed, including the letter of 18 September 2013. It appears the consent issue was not raised until matters proceeded to the Authority.

[46] The letter of 18 September 2013 articulated, for the first time, the concerns that Mr Talbot had by way of a reference to alleged unlawful discrimination on the grounds of age and an associated disadvantage claim. Previous correspondence had tended to focus on a dispute about the interpretation of relevant clauses in the collective agreement.

[47] I agree with Mr France that it could not be left to Air New Zealand to decipher what Mr Talbot believed his potential personal grievance was, what prospective unjustified actions he might rely on for any potential personal grievance, or what potential discriminatory action might be the basis of future complaint. Nor has the law developed to the point where an employer is required, under s 4 of the Act or otherwise, to advise an employee of the steps they might take to sue them. Relevantly s 115 expressly provides that where an employer has failed to provide written notice to an employee of their personal grievance rights, that may give rise to

a finding of exceptional circumstances warranting the grant of leave. That particular issue does not arise in this case because the collective agreement sets out reference to these rights. As I have said, Mr Talbot was fully familiar with his right to pursue a personal grievance or a dispute and was well aware of the 90-day timeframe for raising a personal grievance, as he accepted in evidence.

[48] I do not consider that at the meeting of 9 February 2012 Air New Zealand consented to a grievance being put on hold, or raised out of time, or that Mr Talbot was labouring under the impression that it had. The fact that Mr Talbot raised concerns about his position with his employer at an early stage, and indicated that he took issue with its stance in relation to the collective agreement, can hardly be described as unusual. Nor can the fact that Air New Zealand was to meet with NZALPA in relation to issues which may have been relevant to any grievance that Mr Talbot decided to raise.

[49] I am not satisfied that any exceptional circumstances have been made out on the basis of the evidence before the Court. That is sufficient to deal with the challenge.

[50] I note for completeness that the second hurdle erected by s 114(4) (whether it would be just to grant leave) would also have presented difficulties for the plaintiff. I agree with Mr France's submission that the lengthy delays in Mr Talbot formally advancing his position, despite his evident understanding of the requirements for raising a personal grievance, would have weighed against leave being granted. Mr Talbot said that he was awaiting the outcome of a meeting between NZALPA and Air New Zealand so that he could provide specifics as to the grievance, but in the event the meeting never occurred and he accepted that he took no steps to clarify what the position was other than requesting an update as to whether the meeting had occurred in subsequent correspondence. It is also telling that he received a copy of Dr Harrison’s legal advice, setting out the basis on which a personal grievance might be mounted, in mid June 2012. It was not until September 2013 that notification was given to Air New Zealand on Mr Talbot’s behalf that he considered that he had a personal grievance based on discrimination and unjustified disadvantage.

[51] Also relevant to a consideration of whether it would be just to grant leave in the particular circumstances is the fact that Mr Talbot's claim of breach of the collective agreement remains extant. He would accordingly be left with a possible remedy.

Conclusion

[52] The challenge is dismissed. The parties are encouraged to agree on costs. If that does not prove possible the defendant may file submissions within a period of 30 days from the date of this judgment, with the plaintiff doing likewise within a further 20 days. Anything strictly in reply must be filed within a further 10 days.

Christina Inglis
Judge

Judgment signed at 12 noon on 12 June 2015