BEFORE THE REAL ESTATE AGENTS DISCIPLINARY TRIBUNAL

[2014] NZREADT 57

READT 065/13

IN THE MATTER OF	an appeal under s.111 of the Real Estate Agents Act 2008
BETWEEN	**RODERICK ROBINSON** of Pukekohe, Auckland, Real Estate Salesperson Appellant
AND	**THE REAL ESTATE AGENTS AUTHORITY (CAC 20006)** First Respondent
AND	**DR YVONNE WAGNER** of Auckland, Complainant Second respondent

MEMBERS OF TRIBUNAL

Judge P F Barber - Chairperson
Mr J Gaukrodger - Member
Ms C Sandelin - Member

HEARD at AUCKLAND on 26 May 2014

DATE OF THIS DECISION 25 July 2014

APPEARANCES

Mr T D Rea for appellant
Ms J M Pridgeon for the Authority
Dr Y Wagner on her own behalf

DECISION OF THE TRIBUNAL

Introduction

[1] Complaints Assessment Committee 20006 found Roderick Robinson ("the licensee") guilty of unsatisfactory conduct as explained below. It ordered that he be censured and fined $500. The licensee appeals against the finding of unsatisfactory conduct.

Background

[2] Yvonne Wagner ("the complainant") and her ex-husband (Mr D Rawnsley) bought a property at 84 Morley Road, Waiuku, in 1999. In 2002, the property was transferred to the complainant, Mr Rawnsley, and Barbara Cotter as trustees of the Hopkinson Trust. In February 2011 Ms Cotter retired as trustee leaving the complainant and Mr Rawnsley as trustees.

[3] During the same year, the complainant and Mr Rawnsley were in the process of an acrimonious matrimonial separation. Following mediation, on 5 July 2011 they entered into an agreement regarding the sale of the property. Among other things, it was agreed that the property was to be marketed for sale by auction with each of the parties appointing a real estate agent and those two agents were to have a joint sole agency. The marketing of the property was to begin no later than 15 September 2011 and the property was to be auctioned no later than 15 November 2011.

[4] On 13 September 2011, the complainant signed a listing agreement with Barfoot & Thompson's Pukekohe office ("the agency"). The licensee is that agency's manager.

[5] The appointed salespersons (Michael Jenks and Carole Burke, both employees of the agency) had been provided with a copy of the mediation agreement at the time the complainant signed the listing agreement for the property. That listing agreement recorded, among other things, that:

[a] Michael Jenks and Carole Burke were the salespeople;

[b] Yvonne Wagner and Mr Rawnsley, as trustees of the Hopkinson Trust, were the clients;

[c] $54,000 would be payable for commission;

[d] The price indication was between $1.9 million and $2.4 million;

[e] $3,447 was budgeted for advertising; and

[f] The property was to be auctioned on 29 October 2011.

[6] However, Mr Rawnsley did not sign that listing agreement. He had gone overseas for two months in July and returned in September 2011. On 28 September 2011, he sent a letter to the agency outlining that the agency had listed his property for sale without his approval. He demanded that the listing and marketing of the property cease immediately.

[7] In a letter dated 28 September 2011, the licensee confirmed that the property was deleted from the agency listing system and that the sign would be removed. The same day, the licensee emailed the complainant advising her that the property had been removed from the website *"for fear of legal action"*.

[8] On 29 September 2011, the complainant's lawyer wrote to the licensee outlining her view that the complainant and Mr Rawnsley thought the mediation agreement authorised the other to appoint their own agent and enter into their own agreements with regard to listing the property.

[9] The licensee then emailed the complainant's lawyer saying that Mr Rawnsley's stated position is that the agency was not authorised to promote the property. The licensee continued that *"it is an offence under the Real Estate Agents Act to promote a property for sale without the written authorisation of the owners"*.

[10] In an email dated 30 September 2011 to the complainant and her solicitor, the licensee says that Mr Rawnsley is clear in his letter that promotion of his property is to stop. The licensee goes on to say *"he is correct in saying we do not have his authority to act"*.

[11] Carole Burke, one of the salespersons at the agency, later emailed Mr Rawnsley's lawyer offering to act on his behalf in the sales process. She attached the listing agreement which the complainant had signed. Mr Rawnsley eventually signed a listing agreement with the agency on 12 November 2011. That listing agreement recorded that:

> [a] Michael Jenks and Carole Burke were the salespeople;
>
> [b] The clients were Yvonne Wagner (the complainant) and Douglas Rawnsley. No mention was made of the Trust but there was a clause in the agreement that the person signing it had authority from other owners to do so;
>
> [c] The price indication was $1.6 million to $1.9 million;
>
> [d] An auction date of 15 December 2011 was fixed; but no estimated commission was recorded.

[12] On 9 November 2011, Carole Burke asked the complainant to sign the same listing agreement which Mr Rawnsley was to sign. On 10 November 2011, the complainant replied that she would sign it once Mr Rawnsley had signed it. It appears that the complainant never signed the updated listing agreement.

[13] A mediation conference was then scheduled for 16 November 2011 between the complainant, Mr Rawnsley and their lawyers with a view to the couple reaching a separation agreement.

[14] On 12 November 2011, Mr Rawnsley emailed the licensee to say that if he and the complainant reached an agreement whereby one bought the other's share of the property, no commission would be owed to the agency. Mr Rawnsley's lawyer clarified this on 14 November 2011 by saying that should the complainant and Mr Rawnsley reach an agreement prior to the auction, then only advertising costs (not commission) would be payable. The same day, the licensee replied saying that the agency would normally charge some commission even if the parties reached agreement prior to auction. The licensee suggested $10,000 plus GST might be fair if agreement was reached at the mediation meeting.

[15] On 14 November 2011, the complainant went to the agency offices. While there, she queried how much a potential purchaser had offered but says that the response she got was that it was *"low, low"*. She says that she was not told a figure.

[16] On the morning of the 16 November 2011 mediation meeting, the licensee emailed Mr Rawnsley's lawyer. Neither the complainant nor her lawyer were copied

into the email. In it, the licensee offered his view regarding what reserve price should be set for the property, suggesting $1.7m as a reasonable figure to aim for. He went on to say *“in [Mr Rawnsley’s] interest, if an offer of $1,600,000 or above was made (as I understand it could be) then I believe he would be doing well to accept it. $1,650,000 would be excellent”*. The licensee goes on to say that there was *“another interested party who would offer $1,400,000 at present. I’m sure he would increase his offer in negotiations but am unsure as to whether he would get to $1,600,000 or even past $1,500,000”*.

[17] The complainant and Mr Rawnsley agreed at the mediation meeting that she would purchase his share of the property. Following the mediation, Mr Rawnsley’s lawyer emailed the licensee confirming this fact and advising that the complainant had assumed responsibility for costs to the agency.

[18] The complainant then found out about the email which the licensee had sent to Mr Rawnsley’s solicitor on the morning of the mediation meeting. She emailed the licensee on 20 November querying why she had not been provided with the information in the email. She was of the view that the information gave Mr Rawnsley a negotiating advantage. She went on to say that the $10,000 (plus GST) commission that the licensee was claiming was not in any contract she had signed with the agency and was not discussed at their meeting on 14 November 2011. She refused to pay the commission.

[19] The licensee’s view was that the email he sent Mr Rawnsley’s lawyer was done at the complainant’s request. He says that the complainant requested him to send the email to dispel Mr Rawnsley’s inflated opinion of the property’s value. The licensee explained that the agency had a duty to both the complainant and Mr Rawnsley and felt the result she obtained at the mediation meeting was a good one for all parties. He later added that he would never refuse to tell a vendor what amount a purchaser had offered.

[20] There did not seem to be any real factual dispute but rather disagreement about the effects of the above facts.

The Disputes Tribunal Proceedings

[21] After further email correspondence between the licensee, the complainant, and her solicitors, the commission dispute remained unresolved; so that the agency filed an application in the Disputes Tribunal seeking to recover $10,000 unpaid commission.

[22] The complainant counter-claimed arguing that the licensee had a conflict of interest in representing both her and Mr Rawnsley; and that the licensee acted in a conflicting manner when he advised Mr Rawnsley on 16 November 2011 of there being a potential purchaser for $1.4 million and not telling her this.

[23] On 30 March 2012, the Disputes Tribunal dismissed both the agency’s application and the complainant’s counter-claim.

The Committee's Decision

[24] In her original complaint, the complainant listed three main grounds of concern:

[a] Violation of fiduciary responsibility to her and conflict of interest;

[b] An unlawful demand for commission and pursuing that at the Disputes Tribunal;

[c] Harassment in order to achieve $10,000 claimed as commission on the above transaction between Mr Rawnsley and the complainant.

[25] The complainant attached documentation to her complaint form and on 7 April 2012 also provided additional comments during the Committee's investigation.

[26] In its substantive decision (dated 30 July 2013) finding the appellant guilty of unsatisfactory conduct, the Committee noted the following matters arising from the complaint:

[a] The licensee withdrew the advertising of the property without advising the complainant;

[b] The licensee had a conflict of interest by acting for both her and Mr Rawnsley;

[c] The licensee unfairly advantaged Mr Rawnsley by not giving her the benefit of knowing that there was a prospective purchaser prepared to offer at least $1.4 million for the property;

[d] The licensee charged commission when there was no agency agreement with the complainant and when there was no sale and purchase agreement and therefore no sale; and

[e] Harassed her regarding payment of commission.

[27] The Committee found:

[a] When the first listing agreement was signed (by the complainant only), Michael Jenks and Carole Burke had been provided with a copy of the mediation agreement. They should have been aware why they were being appointed and should have confirmed with the complainant whether she had authority to sign on Mr Rawnsley's behalf. The listing agreement was not valid because it did not have the other trustee's signature. The licensee had breached the Rules and the Act;

[b] The licensee had not breached the Rules or the Act by removing the property from the market at Mr Rawnsley's request;

[c] The licensee should have considered the possibility of a conflict of interest arising by him acting for both the complainant and Mr Rawnsley. However, he clearly stated to the complainant that the agency worked equally for both her and Mr Rawnsley. As such, he had not breached the Rules or the Act;

[d] Both listing agreements were invalid. The complainant's was invalid because it did not have Mr Rawnsley's signature and the salesperson had failed to check that the complainant had authority to sign on his behalf. Mr Rawnsley's listing agreement was invalid because the Hopkinson Trust had not been inserted in the listing agreement, and the complainant had not signed it. Advice had been given to the agency that both the trustees must sign all contractual documents. The licensee, as branch manager, should have exercised more care, competence and diligence in the listing of the property. The Committee said:

> *"[4.9] The Committee finds that the Licensee in his position as branch manager of the Agency should have exercised more care, competence and diligence in the listing of the Property. The licensee knew or should have known that it is best practice to insert the name of the trust and have every trustee sign to minimise the risk of later challenges to the validity of the documents. For both listings of the Property to be incorrectly executed in relation to ownership, signing authority and the failure to include an estimated cost in an actual dollar amount of the commission payable, falls short of the standard that a reasonable member of the public would be entitled to expect from a reasonably competent licensee. Accordingly, the Committee finds that the Licensee has breached the Rules and the Act."*

[e] The licensee had not breached his fiduciary duty to the complainant or breached the Rules or the Act by informing Mr Rawnsley about the price the other potential purchaser was willing to offer. The evidence on this point was conflicting but the licensee stated that opinions on the property's value had been told to the complainant at the said meeting at the agency offices on 14 November 2011;

[f] Following the mediation agreement at which the complainant agreed to purchase Mr Rawnsley's share of the property, the licensee contacted the complainant seeking commission. The complainant said she would not be paying commission but agreed to pay advertising costs; this is what she thought she had agreed to at the mediation. The Committee was of the view that the licensee, whether rightly or wrongly, had the right to chase commission he believed he was owed. It considered that the licensee did not intentionally harass the complainant in relation to the commission and that he pursued only what he believed was a prudent business decision. The licensee had not breached the Act or the Rules in that respect.

DISCUSSION

[28] As a result of the information provided by both the complainant and licensee, the Committee's investigator emailed the licensee with a number of queries on 22 November 2012. The email noted that, while there was no compulsion to respond, any help with the queries would assist the Committee in reaching a determination. The queries raised issues about authority to sign listing agreements when property is held in trust, and broader issues surrounding the content and signing of the listing agreements.

[29] A broad reply was provided by counsel for the licensee on 18 January 2013 responding only to the three concerns raised directly in the complaint form.

[30] As a result, on 21 February 2013, the Committee sent notices pursuant to s.85 of the Real Estate Agents Act 2008 (Act) to the licensee requesting documentation to answer the questions put to the licensee in its investigator's 22 November 2012 email. In response, the Committee's investigator received a large bundle of documentation.

[31] Although the complaints raised in the complainant's concern form do not spell out the exact issues upon which the Committee based its findings, those findings cover matters raised in the complaint and accompanying documentation. The licensee was asked to respond to the broad matters in the investigator's email and did so in the reply from his counsel of 18 January 2013. As a result, further documentation was required by way of the s.85 notice.

[32] In *Graves v REAA* [2012] NZREADT 66 we confirmed that because of the broader principles set out in the Act *"to promote and protect the interests of consumers in respect of transactions that relate to real estate and promote public confidence in the performance of real estate agency work, complaint forms should not be construed too narrowly"*. We continued: *"[46] ... We do not regard the complaint form as akin to a formal pleading in civil proceedings; and it is most often filed by lay complainants."* More recently, in *Jones v REAA* [2013] NZREADT 111, we accepted that issues raised broadly by the complaint may be considered. Accordingly, we have no difficulty with the basis of the Committee's findings because it dealt with matters broadly raised in the complaint and accompanying documentation, as well as in the queries put to the licensee during the investigation.

[33] The Committee's unsatisfactory conduct finding against the licensee is based on the events surrounding the signing of the listing agreements and also the invalidity of the two listing agreements themselves. As noted above, the Committee found that the *"licensee, in his position as branch manager of the agency should have exercised more care, competence and diligence in the listing of the property"*.

[34] Of course, the Committee accepted that the licensee was not one of the salespersons listed on the listing agreements. However, the licensee is the supervising manager of those salespersons and accepts that he was aware of the listing agreement from the outset. It is also clear from the correspondence in the bundle of documents (and supplementary bundle) that the licensee became quite involved in dealings with this property, particularly when Mr Rawnsley demanded that advertising be removed.

[35] The licensee states that, at the time of the complainant's listing, he queried with the two salespersons listed on the agency agreement whether the complainant had confirmed that she had authority to sign the listing agreement. The salespersons confirmed to him that they had discussed the issue of the complainant's authority to enter into the agency agreement and that she had specifically advised them she had the necessary authority.

[36] The licensee pointed out to us that the agency's standard form agency agreements includes an express written warranty providing that the person signing

the listing agreement has the authority of other owners. The standard listing agreement signed by the complainant contained this warranty.

[37] The licensee also referred to the email which the complainant's barrister sent to the licensee on 29 September 2011 following the issues being raised by Mr Rawnsley regarding removal of the marketing material. The email notes that the complainant and Mr Rawnsley were each able to appoint their own agent for marketing the property in accordance with the mediation agreement. It goes on to state *"There is therefore no basis for Doug to require the property to be removed from sale and indeed both parties by implication have authorised the other to appoint their own agent and enter into their own agreements with regard to listing the property"*. However, that does not address compliance with, for instance, rule 9.15 of the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2009 which requires the authority of vendors *"through an agency agreement"* to market a property. It is clear from rules 9.8 to 9.11 that a listing must be pursuant to a written agreement signed by the vendors. Interestingly, the sections in the Act which deal with agency agreements (i.e. ss.126 to 131 inclusive) do not require listing agreements to be in writing but s.126 provides that an agent is not entitled to commission for real estate agency work unless, inter alia, there is a written agency agreement signed by *"the client"* as defined in the Act; and the agency agreement must comply with regulations made under the Act.

[38] Counsel for the Authority submits that the listing of this property went wrong from the outset; and that the circumstances of the property's listing should have put the licensee, as supervisor of the agency, on notice that extra care was necessary before his salespersons listed and marketed the property. She particularly noted the following circumstances of this property's listing, namely:

[a] The complainant and Mr Rawnsley were in the middle of an acrimonious separation. The agency knew this. There is an email in the supplementary bundle of documents dated 7 June 2011 from the complainant to Carole Hogg at the agency that the complainant was not on speaking terms with Mr Rawnsley;

[b] The complainant and Mr Rawnsley had attended mediation to sort out issues between themselves;

[c] When the complainant listed the property with them, the salespersons were provided with a copy of the mediation agreement dated 5 July 2011. If anything, the mediation agreement demonstrated difficulty between the complainant and Mr Rawnsley in sorting out matrimonial property issues.

[39] We agree that it is crucial for licensees to check certificates of title before listing properties and marketing them for sale. This is important so that all registered owners provide their written authority for the sale. If one registered owner is signing on behalf of another, licensees must check to see that that registered owner has authority to do so.

[40] The Authority does not dispute that the licensee sought confirmation from his salespersons that the complainant had Mr Rawnsley's authority to sign on his behalf. However, we agree that the complainant's *"say so"*, on its own, was not sufficient proof of her authority to sign on behalf of Mr Rawnsley.

[41] With regard to the submission that Mr Rawnsley's authority was contained in the mediation agreement itself, counsel for the Authority submits that this also was not enough. Indeed, in our view that agreement does not provide or infer any authority for one spouse to sign a listing for the other. The mediation agreement required each party to appoint an agent. These agents were to have a joint sole agency. Each party was to advise the other of their choice of agent by 6 July 2011. The mediation agreement said nothing about Mr Rawnsley providing the complainant with authority to sign a listing agreement on his behalf; nor could that be inferred. The agency could not list and market the property on the signature of one owner alone; the mediation agreement did not permit this. Nor is this otherwise permissible. An agent must have the written authority of all owners in order to market and sell a property.

[42] In the circumstances of this case, it is submitted for the Authority that the licensee should have required his salespersons to obtain authority from Mr Rawnsley directly. As the Committee recognised, the authority to sign the listing agreements was not properly checked for either listing. The licensee, as branch manager, should have exercised more care, competence, and diligence in the listing of the property.

[43] Another issue raised by the appellant is whether the Committee made an error of law in expressing its view that the Hopkinson Trust was the *"legal owner"* of the property. We agree that, as far as the listing agreement was concerned, it was necessary only for the persons whose names were listed on the certificate of title to be stated on the listing agreement. However, it was necessary for each of these persons to provide their written authority for the listing. This is the position the licensee soon accepted was correct following issues being raised by Mr Rawnsley. The persons shown on the title as owners must all sign a listing agreement if the property is for sale, subject to one owner holding a valid power of attorney from another.

[44] In terms of the issue whether the Committee erred in law in finding that the agency agreement signed by Mr Rawnsley was invalid because it did not have the name of the Hopkinson Trust and was not signed by the complainant; while it was desirable for the agreement to contain the name of the Hopkinson Trust, it was sufficient at law that the agreement recorded the names of persons listed on the certificate of title (who, of course, were the trustees). It was also necessary for the agency to obtain the signature of both registered proprietors to a listing agreement. We accept that the agency did try to do this but was unsuccessful.

[45] As Ms Pridgeon put it, the listing of the property started wrongly. The licensee was apparently alive to the issues surrounding this listing from the outset, but his supervisory advice to his salespersons was inadequate. It is crucial for agents to properly obtain authority from all registered owners prior to listing and marketing a property, particularly in the circumstances of this case where there is acrimony between those registered owners. It is put for the Authority that, in this case, the agency required more than the complainant's say so that she had Mr Rawnsley's authority to list the property. We emphasise that there will always be a need for authorising signatures and *"a say-so"* will never be adequate to comply with the Act and its Rules.

[46] We had the benefit of detailed evidence and cross-examination of the licensee and of the complainant together with very thoughtful and detailed written and oral

submissions from counsel and from Dr Wagner. Broadly speaking, we consider that the facts and the issues have been covered above.

[47] The mediation agreement of 5 July 2011 did not give sole listing authority to Dr Wagner, or imply that. Accordingly, for a time the property was listed in a non-compliant manner. When Dr Wagner asserted that she alone could list the property, if the agents were doubtful whether Mr Rawnsley also needed to sign, the licensee should have obtained competent legal advice which should have confirmed that Mr Rawnsley's signature was also, of course, needed as well as Dr Wagner's for the property to be validly listed. The licensee did get some legal advice, as covered above, but not until 29 September 2011. He then correctly decided that both registered proprietors needed to sign any listing authority despite the legal advice suggesting otherwise. We doubt whether the barrister in question could have been properly briefed. Also, as indicated above, the barrister was not asked to focus on the Act and its Rules.

[48] Simply put, we are concerned that for a time (13 September 2011 to 28 September 2011) the property was listed in a deficient, and ineffective, manner without the signature of Mr Rawnsley.

[49] The marketing of the property went off the rails to some extent from the outset because Dr Wagner convinced the two salespersons at the agency that she had authority to sign a listing agreement on behalf of herself and Mr Rawnsley, and that she had legal advice confirming that. In fact that legal advice did not seem to be formulated until the said letter by email of 29 September 2011 from Dr Wagner's barrister to the manager at the agency. As already indicated, that advice did not really deal with the requirements of the Real Estate Agents Act 2008 and its Rules.

[50] However, in his evidence, the licensee put it that the barrister's letter of 29 September 2011 seemed to provide *"sufficient authority by Doug for Yvonne to appoint Barfoot & Thompson as an agent"*. The licensee seemed to be saying that his two agents relied on the mediation agreement for them to market the property without the signature of Mr Rawnsley and that the subsequent legal advice confirms the validity of that. In the course of his cross-examination, the licensee also made the point that, although he accepted that one vendor could not sign for the other, there was authority in the mediation agreement for each owner to appoint an agent. However, it does not follow from that that both signatures were not required for listing.

[51] A submission from Mr Rea (counsel for the licensee) is that the mediation agreement does imply authority for one vendor to list for the other. We respectfully disagree. The mediation agreement of 5 July 2011 simply does not give or imply authority for one vendor to sign a listing agreement on behalf of the other. We have made our views clear above but we take into account that the issue, whether Dr Wagner had authority to list the property for both herself and Mr Rawnsley, did become confused.

[52] Ms Pridgeon also emphasised the point that the licensee had not himself studied the mediation agreement and had simply relied on what the two agents told him. We note that from about 29 September 2011 he seemed to fairly soon correctly adopt the view that the property would not be properly listed without the signatures of both vendors.

[53] Having said that, we find that broadly, the complaints of Dr Wagner have no merit or, certainly, have not been proved on the balance of probabilities. In all the circumstances of her pressurising the agency and the licensee to proceed to list and market the property, she cannot expect any reimbursement of costs and most of those which she has put to us are rather fanciful.

[54] Obviously, this situation of marital discord and acrimony should have rung greater alarm bells at the agency than it seems to have. Even if, somehow, subsequently a barrister's opinion was obtained to support the view of Dr Wagner that the mediation agreement gave her authority to list and have the property marketed on behalf of herself and her estranged husband, the agency and the licensee should not have accepted that pressure in the meantime. The licensee was the branch manager for the agency at material times and he is a very experienced real estate salesperson. He should have ensured that any listing was validly done.

[55] It is important to note that the approval from the barrister came after the property had been treated as properly listed by the licensee for 15 days. We agree with the Committee that there was a lack of sufficient care and diligence over that listing because it was not authorised pursuant to the mediation agreement of 5 July 2011, and the licensee as branch manager should have ascertained that and so advised his agents.

[56] When there is a situation of one registered proprietor purporting to have authority to list on behalf of another registered proprietor and, particularly, when it is known that there is a serious estrangement between those two persons, much better checks and investigations were needed than those implemented to some extent by the licensee. There was clearly a position of conflict between the two registered proprietors. Dr Wagner seems to have been quite forceful in asserting rights which she did not have. The licensee should have had the position checked out better than he did.

[57] We think that a benefit of the hearing before us is that we were provided with more extensive evidence and argument than was the Committee. The failing by the licensee was not particularly serious in all the circumstances of this particular case; but it is elementary that the signatures of registered proprietors of a property must be obtained for a valid listing unless there is a valid power of attorney available for one or more of those persons. Also, agents must be even more alert when becoming involved in selling a property consequential to a marriage breakup.

[58] Having said all that, we do not think that the licensee has preferred the interests of Mr Rawnsley over those of Dr Wagner nor did he disadvantage her in any way. The agency has been unsuccessful in seeking to recover some commission from Dr Wagner. Although there was, in effect, a sale to her of Mr Rawnsley's half share in the property, there was no written agreement for commission.

[59] We confirm the Committee's finding of unsatisfactory conduct, and we accept that the licensee's offending was at the low end of the scale. However, we currently consider that the Committee's fine of $500 is rather low and should be about $2,000 but that we should revoke the Committee's finding of a censure against the licensee. We invite the parties to either accept our penalty suggestion or file succinct submissions on penalty in accordance with a timetable to be fixed by our Chairperson.

[60] Pursuant to s.113 of the Act, we record that any person affected by this decision may appeal against it to the High Court by virtue of s.116 of the Act.

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Judge P F Barber
Chairperson

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Mr J Gaukrodger
Member

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Ms C Sandelin
Member