IN THE EMPLOYMENT COURT
AUCKLAND

[2018] NZEmpC 63
EMPC 377/2015
EMPC 277/2016
EMPC 215/2017

IN THE MATTER OF	challenges to determinations of the Employment Relations Authority
AND IN THE MATTER	of proceedings removed
AND IN THE MATTER	of interlocutory applications
BETWEEN	PETER D'ARCY LORIGAN Plaintiff
AND	INFINITY AUTOMOTIVE LIMITED Defendant

Hearing:	14 April 2018 (heard at Auckland) (and on the papers filed 28 February – 24 May 2018)
Appearances:	P Lorigan, in person R Towner and B Norrie, counsel for defendant
Judgment:	1 June 2018

INTERLOCUTORY JUDGMENT (NO 2) OF JUDGE B A CORKILL: APPLICATIONS FOR UNLESS ORDER; DEFENDANT'S CHALLENGE TO OBJECTION TO DISCLOSURE, AS TO LEGAL PROFESSIONAL PRIVILEGE; AND FOR INTERLOCUTORY COSTS ORDER

Introduction

[1] In my first interlocutory judgment, I resolved several issues relating to the provision of further and better particulars by Mr Lorigan, and the disclosure of documents by both parties.[1]

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1 *Lorigan v Infinity Automotive Ltd* [2017] NZEmpC 153.

[2] This judgment resolves a range of yet further interlocutory issues which have now arisen.

[3] There are non-compliance issues in respect of the Court's earlier directions, despite two chambers' conferences having been convened, and there are fresh applications brought by each party.

[4] I will deal with the relevant procedural history in respect of each of those issues shortly, but first I repeat what I said in my first judgment as to the context of the four proceedings which are before the Court:[2]

> [3] According to the pleadings, it is common ground that Mr Lorigan was employed by Infinity Automotive Ltd (Infinity) from 24 March 2009 to 31 January 2010, working in the role of fleet sales-person.
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> [4] Certain changes were undertaken by Infinity in late 2009, necessitating a restructuring process. Two sales positions, one of which was occupied by Mr Lorigan, were disestablished and replaced by one position.
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> [5] Mr Lorigan asserts that Infinity's decision to terminate his employment as a result of the restructuring was confirmed by a letter dated 22 December 2009. Infinity says the effective date of redundancy was 31 January 2010.
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> [6] Subsequently, Mr Lorigan instituted proceedings in the Employment Relations Authority (the Authority), which as amended by counsel then acting for Mr Lorigan, alleged that Infinity had breached its obligations of good faith, that diverse unjustified actions amounting to a continuing pattern of conduct towards him meant that he had an unjustified disadvantage personal grievance, that he had been unjustifiably dismissed, and that there had been an unlawful enforcement of a restraint of trade provision. A range of remedies were accordingly sought.
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> [7] For its part, Infinity issued proceedings alleging that after the termination Mr Lorigan breached express terms of his individual employment agreement (IEA); it claimed an injunction, a compliance order, and a range of financial orders, including a penalty.
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> [8] As the Authority has acknowledged, there was unreasonable delay in it dealing with the proceedings before it. The current Chief Member of the Authority has recorded in relevant determinations that he discovered the file when he was clearing out the Auckland office of the former Chief Member of the Authority. He said it "evidently had been completely lost sight of".
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> [9] Member Crichton then issued a total of five determinations. Two of those relate to a disadvantage grievance which had been purportedly raised for Mr Lorigan. In the second determination, the Authority concluded that a disadvantage grievance had not been raised in time; nor had there been an

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2 *Lorigan v Infinity Automotive Ltd,* above n 1.

> application for leave to proceed out of time. The claim was accordingly dismissed. This conclusion resulted in a challenge being brought to this Court: EMPC 377/2015. It was brought on a non de novo basis, since there were two other findings which were not challenged.
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> [10] Subsequently, the Authority considered an application brought for Mr Lorigan to raise a disadvantage grievance out of time, under s 114 of the Employment Relations Act 2000 (the Act). The Authority determined there were no exceptional circumstances and that the justice of the case did not require the granting of leave. The application was dismissed. This determination resulted in a second challenge to this Court: EMPC 277/2016. This was brought on a de novo basis.
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> [11] The Authority was also invited to consider several times the removal of the entire proceeding to this Court. On two occasions, that application was declined. However, on 16 August 2017, such an order was made on Mr Lorigan's application. At that point, Infinity consented to such an order because there were by then two proceedings between the parties involving the same or similar issues before the Court and the Authority; and the Authority agreed with this contention.[3]
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> [12] By this stage, Mr Lorigan was self-represented. Because it was apparent that he would have difficulty in re-pleading the removed matters, and on the acquiescence of Mr Towner, counsel for Infinity, I ruled that the statements of problems and statements of reply regarding the proceedings in the Authority would now be pleadings in this Court.
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> (footnotes omitted)

[5] I propose to deal with the various applications in the order in which they arose.

Compliance with direction as to further and better particulars

[6] In my judgment of 6 December 2017, I directed that Mr Lorigan file further and better particulars, as follows.[4] Those directions were:

> [33] With regard to the amended statement of problem dated 19 December 2012:
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> a) *Paragraphs 2.21(e) and 2.26*: in what respects was Mr Lorigan treated differently than Mr Brady:
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> (i) during the term of Mr Brady's employment; and
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> (ii) during the restructuring?
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> b) *Paragraph 2.43*: with regard to Mr Lorigan's employment with Hyundai New Zealand:

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3 *Lorigan v Infinity Automotive Ltd (No 5)* [2017] NZERA Auckland 239 at [22] – [28]; and minute of 9 October 2017.

4 *Lorigan v Infinity Automotive Ltd*, above n 1.

(i) on what date did he receive an offer of employment from that entity?

(ii) on what date did he accept the offer of employment from that entity?

(iii) what were the terms and conditions of his remuneration with that entity?

c) *Paragraph 2.62*: what are the details, in summary, of the 569 new sales opportunities which Mr Lorigan has identified?

d) *Paragraph 3.7*: for what breach of Mr Lorigan's employment agreement does he seek damages?

[34] With regard to the statement of claim in EMPC 377/2015 dated 11 December 2015: for the purposes of paras 7, 21, 32, 37, 39, 40.1 and 40.3, when and how did Mr Lorigan raise his unjustified disadvantage personal grievance?

[7] A chambers' conference was held via audio visual link on 21 February 2018, during which there was discussion about some documents which Mr Lorigan had filed, which achieved partial but not total compliance with these directions. In a subsequent minute I summarised the position, indicating where compliance had or had not been achieved.[5] I then directed Mr Lorigan to file and serve a further memorandum providing all the information he had been directed to file by 7 March 2018. I also strongly urged him to consider taking legal advice on the appropriate format and content of this memorandum.

[8] Subsequently, Mr Lorigan requested an extension of time. Without opposition, the date for filing was extended to noon on 13 April 2018.[6]

[9] A further chambers' conference was convened on 16 April 2018. It was apparent that Mr Lorigan had yet to comply properly with the original directions. In a subsequent minute, I again recorded that Mr Lorigan had filed several memoranda which contained some of the required information. I also noted, however, that in detailed discussion with Mr Lorigan as to what he was required to do, he accepted he had not provided all the information which had been sought. For example, he acknowledged he had not provided the information which had been requested in

5 Minute dated 22 February 2018.
6 Minute dated 10 April 2018.

connection with his post-Infinity employment with Hyundai New Zealand,[7] and he had not provided the information as to "when and how" he had raised his unjustified disadvantage personal grievance.[8]

[10] I went on to direct that he file all relevant particulars in a single memorandum. I explained that this was so that the defendant, and the Court, could be properly informed as to the allegations Mr Lorigan was making about each of the issues summarised in [33] and [34] of the December judgment. I said that the memorandum which should be filed should follow the sequence of issues raised in those paragraphs, and should be expressed as concisely as possible.

[11] I directed that Mr Lorigan file that memorandum by 7 May 2018.

[12] By 8 May 2018, the memorandum had not been filed. The Registry advised Mr Lorigan that the document was overdue. It has not been filed since.

[13] Now, Infinity Automotive Ltd (Infinity) has applied for an unless order – that is, an order directing that unless Mr Lorigan complies with the directions of the Court as to the further and better particulars, within seven days, his challenges be struck out. Costs were also sought.

[14] This application was timetabled and submissions have been filed.

[15] Mr Towner submitted that there was jurisdiction to make an unless order pursuant to reg 6(2)(a)(ii) of the Employment Court Regulations 2000 (the Regulations), and r 7.48 of the High Court Rules 2016.[9]

[16] He correctly acknowledged that such orders are "sparingly used", and only where there has been a "history of failure" to comply with other orders. He submitted that in light of the history which I have just set out, this was an appropriate case for such an order; it would give Mr Lorigan a further and final opportunity to comply with

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7 Amended statement of problem, para 2.43, dated 19 December 2012.
8 As required by *Lorigan v Infinity Automotive Ltd*, above n 1, at [34].
9 Citing *Employment Relations Authority v Rawlings* [2008] NZCA 15, [2008] ERNZ 26 at [15] as an example.

the Court's orders and directions. It could not be complained that such an order would be unfair to him.

[17] The principles which apply to the making of an unless order were conveniently summarised by the Court of Appeal in *SM v LFDB*.[10]

[18] There, the Court emphasised that whilst an unless order is ordinarily one of last resort, and is properly made only where there is a history of failure to comply with earlier orders, that is not necessarily the end of the matter. It may be possible for a defaulting party to seek relief from the sanction of an unless order if the interests of justice so require.[11]

[19] In the present case, had Mr Lorigan been represented by counsel, it might well have been appropriate to consider making an unless order, the effect of which would be that if there was non-compliance the relevant proceedings would be struck out.

[20] However, I am not persuaded that this step should be taken in this case, for several reasons.

[21] First, because Mr Lorigan is not represented, an access to justice issue could well be raised by the making of an unless order. In the present proceedings, the pleadings were originally drafted by lawyers; it would be unfair to make an order which could lead to the sanction of strike-out on the basis that Mr Lorigan is apparently unable to frame the necessary further and better particulars.

[22] Second, Mr Lorigan has complied with some aspects of the direction which was made.

[23] Third, if Mr Lorigan has not specified with sufficient particularity some aspects of his pleading, then that may affect his case to his detriment. That is a risk he takes by not complying with the Court's directions, but I do not consider the default is so extensive that an unless order is warranted.

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10 *SM v LFDB* [2014] NZCA 326, [2014] 3 NZLR 494.
11 At [31(d)].

[24] Fourth, I am not prepared to elongate the procedural process by making an unless order, with the likely consequence that an application for relief from such an order would then be advanced.

[25] Accordingly, I dismiss Infinity's application for an unless order. However, Mr Lorigan should not interpret that outcome as meaning that he need not comply with the direction to give further and better adequate particulars. As I have already stated, the failure to do so may result in the Court being unable to consider the relevant aspects of his case for want of particulars.

Infinity's challenge to Mr Lorigan's objection to produce documents

[26] On 22 February 2018, Infinity served on Mr Lorigan a notice requiring further disclosure. In essence, documents, including audio recordings and soundbites, file notes and diary notes, were sought with regard to communications with a number of Mr Lorigan's previous lawyers.

[27] In a response dated 23 February 2018, Mr Lorigan objected, claiming legal professional privilege.

[28] Infinity challenged that objection, seeking a declaration that it was ill-founded and that the documents in question be disclosed.

[29] In his submissions, Mr Towner told the Court that these documents were necessary for credibility purposes. He emphasised that they related to criticisms or complaints made by Mr Lorigan about his various previous lawyers where he had asserted that they had not represented him properly, or that they had been incompetent, careless or negligent and/or seeking payment from them whether as compensation or otherwise. He said such documents would be illustrations of Mr Lorigan's propensity to make numerous unjustified assertions as had also been demonstrated during the course of the proceeding; accusations had been made about many persons, including counsel.

[30] Mr Towner also argued that to establish a claim for privilege, a professional relationship must exist, and that s 54(1) of the Evidence Act 2006 limited privilege to

communications in the course of a person requesting or obtaining professional legal services. The communications which he sought were not protected by that section because they were not made for the purpose of obtaining legal advice.

[31] The challenge can be dealt with briefly. There are several problems. The first is that it is more likely than not the communications referred to in the notice of disclosure would have referred to the advice given for the purposes of asserting that Mr Lorigan had not been represented properly, or that the lawyers had been incompetent, careless or negligent. If such documents disclosed the privileged advice, they would be protected.[12]

[32] A further difficulty would be that any assessment of whether any particular complaint was credibly made would require disclosure of protected advice. Otherwise, no view could be formed as to the adequacy of representation, or whether the advice given was in fact incompetent, careless or negligent. Such a finding would be necessary before the Court could consider whether or not any particular complaint was justified or unjustified.

[33] A yet further problem is that the lawyers are not parties to these proceedings. It would be unfair to assess the merits of any complaint against them in their absence.

[34] For all these reasons, disclosure of the documents for which privilege is claimed would be inappropriate.

[35] I accordingly dismiss this challenge.

Mr Lorigan's application of 13 March 2018 requesting this Court to "jointly and severally order and compel the defeat, muting and removal of the defendant's invalid claims of legal professional privilege/s"

[36] Mr Lorigan filed a memorandum asserting that Infinity's claim for legal professional privilege is invalid.

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[12] *Yu v Zespri International Ltd* [2017] NZEmpC 146 at [61], where reference was made to dicta from *Financial Services Compensation Scheme Ltd v Abbey National Treasury Services Plc* [2007] EWHC 2868 (Ch) at [17].

[37] He stated that certain communications from the defendant asserting legal professional privilege were "solely to defeat the plaintiff's claims of fraud, corruption and crimes concealment". Mr Lorigan said he holds a "very strong prima facie case of criminal activities and frauds has [sic] been witnessed by many people and established". It was asserted that there was therefore no privilege in documents or communications which were themselves part of those activities. It was alleged that counsel for Infinity is implicated in these actions. In particular, by "Inviting, hosting and also preparing statements for past and present employees with the sole purpose of coercing 'will-say' statements to vexatiously the legal process and results".

[38] Then, Mr Lorigan set out Mr Leathley's affidavit of 20 December 2017, which as I will explain shortly was considered in my earlier judgment of 6 December 2017.[13]

[39] Mr Lorigan's memorandum was discussed with the parties at the directions conference held on 16 April 2018, as a result of which I recorded in my minute of 17 April 2018:

> 14. Mr Lorigan filed a document on 13 March 2018. The document is not in the form of a formal application. However, Mr Lorigan advised the Court that it is, in essence, an application for an order that the Court rule that the defendant is not entitled to claim legal professional privilege in respect of certain documents, because of alleged criminal activity.
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> 15. This issue was referred to in my judgment of 6 December 2017, from paras [51] to [70].
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> 16. The question which now arises is whether there is any possible basis on which the Court could or should reconsider that matter.

[40] In the interests of resolving the issue promptly, I treated the document as an application, and directed each party to file submissions, stating that I would then issue a judgment on this topic.

[41] Mr Lorigan filed a further document on 23 April 2018, which essentially repeated the contents of his earlier memorandum.

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13 *Lorigan v Infinity Automotive Ltd,* above n 1.

[42] Mr Towner filed submissions in response, stating that the Court had already considered the assertions made, that there was an issue estoppel, that no application had been made for a rehearing under cl 5 of sch 3 of the Employment Relations Act 2000 (the Act), and no application for extension of time to make such an application had been made. Finally, there had been no application for leave to appeal to the Court of Appeal.

[43] In my first judgment, I considered Mr Lorigan's challenge to Infinity's objections to disclosure, including on the grounds of legal professional privilege.[14]

[44] Mr Lorigan had told the Court he believed Mr Leathley was "cynically continuing to conceal crimes", one of which was "witness tampering by counsel for Infinity". I recorded that no affidavit evidence in support of Mr Lorigan's very serious allegations had been filed.[15]

[45] I then summarised the submissions made by Mr Towner in connection with this assertion; he had emphasised that although s 67 of the Evidence Act 2006 requires a judge to disallow privilege where that is asserted for a dishonest purpose, a high evidential threshold would have to be met before the privilege would be disallowed under the section. Hearsay evidence of criminal or fraudulent purpose was unlikely to be regarded as admissible. He had submitted that the high threshold was not met.

[46] In my judgment, I recorded the fact that Mr Lorigan then filed another memorandum which repeated much of what he had already said, and made further vague and unsubstantiated but very serious allegations.[16]

[47] There being no reliable evidence which could have persuaded the Court not to rely on Mr Leathley's affidavit, I analysed the various objections as to disclosure taking the content of the affidavit into account along with other evidence. I concluded in some instances that objections as to either solicitor/client privilege or litigation privilege should be upheld.[17]

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14 At [51]-[70].
15 At [54].
16 At [56].
17 At [62]. For example, Category 30, and Categories 40 and 41.

[48] I also emphasised that if Mr Lorigan wished to argue at any substantive hearing of these proceedings that the content of the affidavit, or other evidence relied on by Infinity was incorrect, he would need to do so on the basis of admissible and reliable evidence.[18]

[49] It appears that Mr Lorigan now wishes to reopen these issues.

[50] That could only occur either by an application for leave to appeal to the Court of Appeal being made,[19] which has not occurred; or by an application for rehearing under the Regulations being made within the time limit provided for in those regulations,[20] which also has not been made. No application for leave to bring such an application out of time has been advanced, and the content of Mr Lorigan's documents does not suggest there could be any basis for doing so.

[51] Furthermore, Mr Lorigan's assertions are not supported by any affidavit evidence, just as has been the case on previous occasions.

[52] I remind Mr Lorigan of the significant finding I made in my first judgment, as follows:

> [57] In short, Mr Lorigan invites the Court to leap to the conclusion that a broad range of criminal offences have occurred, as well as serious professional misconduct. No reliable evidence – as opposed to assertions of belief – has been filed. Mr Lorigan's memoranda do not come anywhere near persuading the Court that asserted privileges should not be allowed under s 67 of the EA.

[53] That statement is, in my view, as accurate now as it was then. In short, there is no possible basis for the Court considering the matters raised in Mr Lorigan's document of 13 March 2018.

Mr Lorigan's memorandum of 27 April 2018

[54] A yet further request was made by Mr Lorigan in a document dated 27 April 2018, in which he said that the Court should immediately "set aside all

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18 At [59].
19 Employment Relations Act 2000, s 214.
20 Employment Court Regulations 2000, reg 61.

judgments, determinations, minutes, orders and directions issued in the Employment Relations Authority, and in the Employment Court ... due to extraordinary circumstances discovered and disclosed since the commencement of ... proceedings".

[55] This particular document seemed to raise an issue as to the basis on which Mr Lorigan was employed. Part of Mr Lorigan's concern seems to relate to yet further vague assertions that Infinity and its counsel have engaged in criminal activity. The memorandum is unsupported by any reliable evidence.

[56] Putting aside the absence of evidence, I observe that all the key determinations of the Employment Relations Authority (the Authority) fall for reconsideration in this Court on the basis of the four proceedings which Mr Lorigan has instituted in this Court. The various issues they raise will be considered in due course. There is no procedural basis, or sensible reason, which would justify the Court in "setting aside" the determinations at this prehearing stage.

[57] As far as the possibility of the Court "setting aside" its earlier first judgment, for the reasons already traversed, there is no proper basis on which the Court could entertain such a possibility. Nor is there any procedural or logical reason for considering the setting aside of previous minutes.

[58] This request requires no further consideration from the Court.

[59] What these matters do emphasise, however, is the point that has been made to Mr Lorigan on a number of occasions in the course of the proceeding: he should obtain competent legal advice. As has been indicated many times, he has an inadequate understanding of the processes of the Court and the legal concepts to which he has referred.

[60] However, in the end, whether Mr Lorigan chooses to seek professional assistance with regard to processes with which he is having difficulties is a matter for him.

Application by Infinity for costs in respect of interlocutory matters

[61] Infinity has filed a memorandum seeking costs for the very extensive attendances it necessarily undertook at the prehearing stage of the proceedings which are before the Court, most of which Infinity asserts would not have occurred if Mr Lorigan had dealt with the issues which are before the Court appropriately.

[62] The sum which Infinity seeks is based on Category 2, Band B of the Court's Guideline Scale. It is contended that a range of attendances were undertaken between 17 June 2015 and 16 April 2018, entitling the company to an award totalling $39,025. In relation to Infinity's application for an unless order,[21] a further $3,568 was sought.

[63] Mr Lorigan opposed the application in two formal documents. In the first of these, he stated that the topic of costs should not be determined until after the substantive hearings have concluded, because of alleged criminal conduct on the part of Infinity, as discussed earlier.

[64] In the second document, he asserted that in fact he has never held any contractual relationship with Infinity – a somewhat surprising statement, which raises the question as to why he has brought the various proceedings which are before the Court against that entity at all.

[65] Normally, costs follow the event. As it was put by the Supreme Court in *Shirley v Wairarapa District Health Board* when referring to the applicable rule under the High Court Rules, "the loser, and only the loser, pays", unless there are exceptional reasons.[22]

[66] It may well be correct that Infinity has been put to very substantial expense in dealing with interlocutory matters where in many instances Mr Lorigan has raised misconceived points. That is not to say that all the attendance for which claims are made by Infinity are justified, since some of these relate to applications where Infinity has been unsuccessful (for example the applications I considered earlier in this

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21 Considered above at [13]-[25].

22 *Shirley v Wairarapa District Health Board* [2006] NZSC 63, [2006] 3 NZLR 523 at [19].

judgment wherein Infinity sought an unless order, and sought disclosure of documents for which legal professional privilege was claimed).[23]

[67] Mr Lorigan's primary point is that a party which has conducted itself egregiously should be disqualified from any award of costs, even if successful, on some issues, such as those arising at an interlocutory phase.

[68] I am persuaded that Infinity's application for prehearing costs should be deferred, but for broader reasons than those advanced by Mr Lorigan.

[69] It would theoretically be possible for the Court to conclude that a party, even although successful on interlocutory matters, should be denied a costs order in whole or in part, if that party has demonstrated egregious conduct of such magnitude that the interests of justice require such an outcome.

[70] I express no view as to one way or the other on this possibility, although as I indicated earlier, to this point, no reliable evidence which would support findings of professional misconduct or criminal conduct has been placed before the Court.

[71] I also observe that Mr Lorigan should be aware that allegations of such misconduct cannot be made lightly. As is well known, the more serious an allegation, the higher the expected standard of proof of that allegation must be. Judges require strong evidence for serious allegations. This is a principle which has been followed consistently over many decades, and would apply to any such allegations brought in this case.[24]

[72] This leads me to a second point. If it transpires that Mr Lorigan's allegations are not established and should not have been brought, there may well be significant

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23 Above at [13]-[35].

24 *New Zealand (with exceptions) Shipwrights etc Union v Honda NZ Ltd* [1989] 3 NZLR 82 (LC) at 85; *Honda New Zealand Ltd v New Zealand Boilermakers' etc, Union* [1991] 1 NZLR 392 (CA) at 395; *Alatipi v Chief Executive of the Department of Corrections* [2015] NZEmpC 7, [2015] ERNZ 402 at [81] and [121]. This approach has been adopted in many other settings: see *Re H and others* (minors) (sexual abuse: standard of proof) [1996] 1 All ER 1 (HL) at 16; *Z v Dental Complaints Assessment Committee* [2008] NZSC 55, [2009] 1 NZLR 1 at [102].

costs consequences, especially if it is clear that Infinity has thereby been put to needless cost.

[73] In that event, the extent of Infinity's entitlement for prehearing costs could be influenced by the Court's final findings on this topic.

[74] It follows that Infinity's current costs application should be deferred so that the Court can resolve those issues on a fully informed basis. At a later stage, the Court will be better able to assess the extent to which Infinity's prehearing attendances were in fact needless, as submitted by Mr Towner in his current submissions in support.

Mr Lorigan document of 16 May 2018

[75] Mr Lorigan filed a document on 16 May 2018, in which he purported to "appeal" against the contents of a minute I issued on 15 May 2018. In it, he again stated that he had never been in a legal or contractual relationship with Infinity. All I need to say about this document is that any notice of application for leave to appeal would need to be filed in the Court of Appeal. For completeness, I also record that at this stage, I can discern no basis for concluding that the purely procedural directions that were made in my minute of that date could be the subject of an application for rehearing in this Court.

Costs with regard to this judgment

[76] For the avoidance of doubt, I reserve costs with regard to the various applications considered in this judgment.

[77] I record that the challenges brought in EMPC 377/2015 and EMPC 277/2016 are scheduled for a hearing which is to commence on 3 September 2018. A further hearing will take place subsequently for the then outstanding substantive matters.

[78] I expect the parties to now concentrate on preparing for the September hearing, for instance by preparing their witness statements as previously directed, and their legal submissions. To ensure this is now the focus of the proceedings, and because the

two challenges have been set down for hearing, I direct that no further application may be filed unless special leave to do so has first been granted by the Court.

B A Corkill
Judge

Judgment signed at 3.50 pm on 1 June 2018