FAMILY LAW COSTS where the husbandfailed to disclose liabilities where an offer of compromise was made where that offer was refused where the court is empowered tomake such orders to costs as is in the circumstances just andappropriate s 117(2A) where the applicants seek an order that costs be paidon an indemnity basis wheredishonesty and fraud create a special orunusual circumstance that is sufficient to warrant costs awarded on an indemnitybasis where the respondents are to pay the applicants costs ofthe proceedings as agreed or, in default, as assessed, such coststo be assessedon an indemnity basis. Family Law Act 1975 (Cth) ss 117 (1),117(2A) Family Law Rules 2004 (Cth) r 6.02 , 19.08(2) Firth & Hale-Forbes (No. 2) [2013]FamCA 814 1ST APPLICANT: B Pty Limited 2ND APPLICANT: Mr Land 1ST RESPONDENT: Ms Sykes 2ND RESPONDENT: Mr Sykes FILENUMBER: SYC 1555 of 2012 DATE DELIVERED: 29 October 2014 PLACE DELIVERED: Sydney PLACE HEARD: Sydney JUDGMENT OF: Aldridge J HEARING DATE: 8 August 2014 REPRESENTATION COUNSEL FOR THE 1ST & 2ND APPLICANT: Mr Fernon SOLICITOR FOR THE 1ST & 2NDAPPLICANT: Dixon Holmes du Pont Pty Limited SOLICITORFOR THE 1ST RESPONDENT: Spinks Eagle SOLICITOR FOR THE 2ND RESPONDENT: Sydney Law Practice ORDERS (1) Thatthe Respondents, jointly and severally, pay the Applicants costs of theproceedings SYC1555 of 2012 as agreed or,in default of agreement, as assessed. Such costs to be assessed on an indemnity basis on and from 15 October2012. IT IS NOTED that publication of this judgmentby this Court under the pseudonym B Pty Limited and Anor & Sykes andAnor has been approved by the Chief Justice pursuant to s 121(9)(g) of theFamily Law Act 1975 (Cth). FAMILY COURT OF AUSTRALIA AT SYDNEY FAMILY COURT OF AUSTRALIA AT SYDNEY FILE NUMBER:SYC 1555 of 2012 B Pty Limited 1st Applicant And Mr Lane 2nd Applicant And Ms Sykes 1st Respondent And Mr Sykes 2nd Respondent REASONS FOR JUDGMENT On27 June 2014 I ordered, pursuant to s 79A of the Family Law Act 1975(Cth) (the Act), that consent orders for property settlement madeon 30 July 2008 in proceedings between the firstrespondent and the secondrespondent be set aside and that one half of the proceeds of sale of a propertythat would otherwise havebeen transferred to the first respondent be paid tothe applicants. Theapplicants now seek an order for payment of their costs and that those costs

beassessed on an indemnity basis. Thesecond applicant is the Trustee of the Bankrupt Estate (thetrustee) of the second respondent who I shall referto as the husband. The husband became a bankrupt on 20 April 2010. Thefirst applicant is a company, unrelated to the husband, which entered into acommercial arrangement with the trustee. It paidthe trustee $140,000 and inreturn received an assignment of the trustees rights against the husbandand the wife under theAct and an assignment of the fruits of any such action. Theproceedings were commenced by the first applicant only. For reasons given on 24May 2013 I found that the trustee was an essentialparty and joined him as thesecond applicant in these proceedings. The trustee did not oppose that coursebut the husband and thefirst respondent did oppose his joinder and sought tohave the proceedings summarily dismissed, asserting that the proceedings ascommenced by the first applicant were incompetent. On17 July 2008 the husband filed in this court an Application for Consent Orders.The orders were made by a Registrar on 30 July2008. The effect of the orderswas that the first respondent, who I shall refer to now as the wife, receivedalmost the entiretyof the assets of the husband and the wife. Inobtaining the consent orders the husband failed to disclose to the court that hehad been served with a Bankruptcy Notice by SPty Limited on 3 April 2008 thathad not been complied with. That Bankruptcy Notice relied upon a judgment inthe sum of $228,041.37and interest. Thehusband also failed to disclose that, at the time the Application for theconsent orders was filed, he was proposing to consentto a judgment against himin the sum of $12,870,023.38. Thehusband also failed to disclose credit card liabilities in the sum of$64,060.03, the correct value of his shareholding in K PtyLimited and someother matters. Inmy reasons given on 27 June 2014, I found that the husbandsnon-disclosure was deliberate and dishonest. As to the wifesknowledgeof the husbands non-disclosures I said: [94] It would be surprising if the wife did not have some knowledge of thebankruptcy notice and the Supreme Court proceedings butthis is possible. [95] The matters relied upon by the applicants, just noted, support aproposition that the wife should have been concerned aboutthe genuineness ofthe Application for Consent Orders. They do not, however, justify the drawingof an inference that the wife wasaware of the bankruptcy notice and the SupremeCourt proceedings. Writtensubmissions were received on behalf of the wife opposing the application

forcosts. No submissions were received on behalfof the husband. Afterthe receipt of the written submissions the matter was relisted at the request ofthe parties. The applicants sought to varythe orders limiting the wifesuse of her assets pending the delivery of this judgment. The wife sought toobtain further documentsfrom the applicants and the opportunity to file furtherwritten submissions as to the applicants being excluded from the benefitof anycosts order. On 19 September 2014 directions were made for the applicants toprovide further documents to the wife and forthe wife to file further writtensubmissions. Those submissions were received on 16 October 2014. In thosesubmissions the wifeindicated that she no longer wished to agitate theexclusion of the applicants from the benefit of any costs leaving issues oftheirstanding and whether or not they had instructed solicitors to the taxationof any costs order that might be made. Inher first written submissions as to costs the wife asserted a number of matterswhich she said prevented the applicants from obtaininga costs order. Thefirst was that no Application in a Case seeking a costs order had been filed orserved. This is so. The application for costswas made in the initiatingapplication which is permitted by rule 19.08(2) of the Family Law Rules 2004which provides: (2) An application for costs may be made: (a) at any stage during a case; or (b) by filing an Application in a Case within 28 days after the final order ismade. Theapplication for costs accordingly was properly brought. Thewife submitted that she had not been informed of the applicants costs.She was - details of the applicants costswere annexed to an affidavit ofthe applicants solicitor sworn on 20 August 2014. Itwas then submitted that the first applicant had no standing to initiate theseproceedings, was not a person interested in the proceedings,was awarded nothingin the proceedings, had received a windfall gain by gambling on theproceedings and as a commercial venturemade a return of around 400% on itsinvestment of $140,000.00 and that there was no evidence that the trusteehad agreed topay any legal costs. Thefirst three submissions were rejected by me in the reasons given on 24 May 2013. Rule6.02 of the Family Law Rules 2004 provides: (1) A person whose rights may be directly affected by an issue in a case, andwhose participation as a party is necessary for thecourt to determine allissues in dispute in the case, must be included as a party to the case. I said: [38] For these reasons I am not satisfied that the Deed of

Assignment islegally effective to assign rights and standing to theApplicant such that wouldenable it to commence and continue the proceedings. [39] The Applicant, as was accepted by the parties, has the right to receivethe benefit of whatever the property the Trustee inBankruptcy may receive as aresult of these proceedings if they continue and are successful. Ithus found that both applicants were necessary and proper parties to theproceedings. The wife accepted, at that time, that thejoinder of the trusteeto the proceedings was necessary and appropriate for the proceedings to beproperly constituted but the secondrespondent opposed his joinder. Itis true that the first applicant made a commercial decision to take anassignment of the trustees rights and has benefitedfrom that decision. That is not the issue. The issue is whether, as a successful party, it isentitled to costs. The fact thatits entitlements arose as a commercialdecision undertaken by it is entirely irrelevant. Thesubmission that the first applicant did not receive any financial benefit fromthe proceedings misapprehends the nature of assignmentsand the fact that boththe assignor can, and often must both be, properly parties to an actionconcerning the subject matter of theassignment. That is what I determined on24 May 2013. Thusboth applicants are entitled to seek an order for costs. The evidenceestablishes that there is but one set of costs in anyevent. Itwas submitted that there was no evidence that the trustee had agreed to paylegal costs. The trustee instructed solicitors andcounsel to act for him. If hedid not, in fact, incur any liability for their services then that is a matterfor taxation. Itwas submitted by the wife that pursuant to s 117(1) of the Act, subject to s(2), each party to proceedings under the Act is to bear his or her own costs. That, of course, is so. Section 117(2) provides that if the court is of theopinion that there are circumstances that justify to doing so the court may makesuch orderas to costs as the court considers just. In exercising that powerthe court is given a wide discretion to do justice between theparties. Inconsidering what order if any should be made under s 117(2) the court is to haveregard to the matters set out in s 117(2A). Thereis no evidence as to the financial circumstances of any of the parties to theproceedings. The wife, in submissions, said: [i] The Respondent is in a precarious financial position noting that she has noemployment and has now been left with 50%of the saleproceeds of the [D]property less amounts used for living expenses. The Applicant, [B Pty Limited],apparently owns an unencumberedproperty

in [Suburb L] and now has in excess of$600,000.00 in cash from these proceedings. This will be addressed further withthe nature of the costs claim and the claimant is known. [footnotesomitted] TheD property was the matrimonial home of the husband and the wife and was jointlyowned by them. Pursuant to the consent ordersthe husband transferred hisinterest in that property to the wife. Subsequently, and with the agreement ofthe applicants, the wifesold the property. By agreement the wife received onehalf of the net proceeds of sale (representing her half share held prior tothetransfer) and the remaining 50 per cent was paid into a controlled moniesaccount pending the outcome of the proceedings. Atthe conclusion of thehearing I ordered that sum be paid to the applicants. Thusit may be inferred that the wife had, at some time, funds available to her. Nodoubt she has also expended considerable sumson legal expenses for the hearingand, if she is unemployed, no doubt living expenses. In the absence ofevidence, however, thecourt cannot speculate as to what her financial positionmight be. It cannot be inferred that she is impecunious. It is well establishedthat impecuniosity is, of itself, not a bar to a costs order if it is, in all ofthe circumstances, otherwise appropriate. Sofar as I am aware none of the parties was in receipt of Legal Aid. Itis necessary to have regard to the conduct of the parties in the proceedings. Both the husband and the wife filed and served affidavitswhich they indicatedthey would be relying on at the final hearing. On the first day of the hearingboth the husband and the wifeindicated that they would not be calling anyevidence. Thus the applicants were put to the expense of preparing to deal withevidencewhich was ultimately not relied upon. Applicationsfor a freezing order were made on 8 August 2013 and an application made todischarge that order was made on 1 November2013. The freezing order wasproperly made and there was no proper basis upon which the order should bedischarged. Althoughthe husband and the wife succeeded in establishing that the second applicant wasa necessary party for the proceedings tobe properly constituted the proceedingswere regularly constituted by his joinder. Thus the husband and the wife werenot successfulin their summary judgment application. Thehusband and wife were unsuccessful on all the interlocutory applications. Theywere wholly unsuccessful in the substantial proceedings. Itis necessary to consider the relevant offers in writing to the otherparty to settle the proceedings and the terms of

anysuch offer. On23 September 2011, that is before the proceedings were commenced, the wifebecame aware that the trustee was considering a proposalto assign his rights ofaction under the Act for the sum of $140,000. Previously, on 20 November 2010,the wife had offered to paythe trustee $150,000 on a number of terms which werenot disclosed to the court but including a term that the sum be paid on thesettlement of the sale of the D property. By letter of 23 September 2011 thewife increased the offer to $200,000 on the same termsas previously proposed. That offer was not accepted by the Trustee and the creditors. Thatoffer is not an offer within the meaning of s 117(2A) because it was not anoffer to settle the proceedings. This may, however, be a relevant matter unders 117(2A)(g). Not all of the terms of the offer are before the court. There isinsufficient material therefore to judge whether it was a commerciallyappropriate offer. In those circumstances it is difficult to give itsignificant weight. It must also be recalled that, althoughthe trustee receivedthe sum of $140,000 from the first applicant, he was entirely successful inhaving the orders set aside. On22 March 2013, well prior to the hearing in which the wife sought to have theproceedings summarily dismissed because the trusteewas not a party to theproceedings, the first applicant proposed that the trustee be joined as anapplicant. On26 March 2013 the lawyer for the wife wrote to the lawyer for the applicantsstating: Noting that you refuse to advise me whether or not the Trustee consents tobeing a party my client does not consent to any ordersjoining the Trustee as aPlaintiff in the proceedings. My client reserves it right to oppose any application to join the Trustee evenin the event. Despitebeing advised later that day that the trustee did in fact consent, the wife didnot change her position. On10 April 2013 I fixed the issue of competency of the proceedings, to bedetermined as a preliminary question, for hearing on 19April 2013. It was onlyin the course of that hearing that the wife consented to the joinder of thetrustee. Had that occurredin response to the applicants proposal on 22March 2013, that hearing would not have been necessary. Inrelation to the substantive proceedings, on 15 October 2012 the applicantprovided the following written offer of settlement: TheRespondent [Ms Sykes] pays the applicant $500,000.00 out of the proceeds of thesale of the property [C Street, Suburb D]. Proceedingsbe dismissed with no order as to cost. Thatoffer was repeated on 22 March 2013 and 4 June 2013. The amount held in thebank account

was $634,503.95. Thewife has consequently suffered a significantly worse outcome in the proceedingsthat she would have suffered had she acceptedthe offer. Thustaking into account the three offers discussed the overall balance supports themaking of a costs order in favour of the applicants. Thecourt is also to take into account any other matter as the court considersrelevant. Ihave already dealt with and discussed the offer made prior to the commencementof the proceedings. Inmy reasons for Judgment given on 27 June 2014 I said: [133] In circumstances where the court has been used as an instrument to defeatcreditors, particularly having regard to the scaleof the creditors in theseproceedings, and as an instrument of fraud it must almost invariably follow thatthe orders should be setaside. The court should not continue to add itsimprimatur to orders that it knows have been obtained for an improper purpose oras a result of dishonest disclosure. If the same orders are likely to be madeupon a proper consideration of the matter upon fulland frank disclosure so beit - they can be made after that disclosure and consideration. Ihad found that the husbands non-disclosure was deliberate and dishonestand was a fraud upon the court. These are powerfulfactors that support anorder for costs being made against the husband. AlthoughI did not find that the wife did not act dishonestly in approaching the courtfor consent orders I found that aspects ofthat application that should havegiven rise for concern on her part. However,and much more importantly, the dishonesty of the husband was patent at the timethe matter came on for final hearing. Nonethelessthe wife continued to opposethe application and to assert that no miscarriage of justice had occurred byreason of the husbandsconduct. She thus sought to embrace and take thebenefit of the husbands dishonest and fraudulent conduct which was, bythenobvious, or should have been obvious, to all. Thisfactor strongly supports an order for costs against the wife. Takingall these matters into account I am of the view that the husband and the wifeshould pay the costs of the applicants. Savefor the financial position of theparties, which is unknown, all the above considerations indicate such anorder. SHOULD THOSE COSTS BE ON AN INDEMNITY BASIS? InFirth & Hale-Forbes (No. 2) [2013] FamCA 814, Rees J helpfullysummarised the authorities in relation to indemnity costs as follows at [77] [86]: 77. The Full Court has most recently considered the law in relation to indemnitycosts in Prantage & Prantage [2013] FamCAFC

105. The majority set outthe principles to be applied, holding that the principles enunciated by SheppardJ in Colgate-Palmolive Co v Cussons Pty Limited [1993] FCA 536; (1993) 118 ALR 248should continue to be applied in the Family Court of Australia. The principleswere summarised as follows: 82. ... 1. Section 43 of the FCA confers an absolute and unfettered discretion on theCourt to make orders as to costs but the discretionmust be exercisedjudicially. 2. In order to exercise the discretion judicially the following principles havebeen accepted by the Court as applicable: (a) the Court ought not to depart from the rule that costs be ordered on a partyand party basis unless the circumstances of thecase warrant the Court indeparting from the usual course; (b) the circumstances which may warrant departure from the usual course arise asand when the justice of the case so requires orwhere there may be some specialor unusual feature in the case to justify the Court in departing from the usualcourse; (c) whilst the circumstances in cases in which indemnity costs have been orderedoffer a guide, the question must always be whetherthe particular facts andcircumstances of the case in question warrant the making of an order for costsother than on a party andparty basis. 78. In Hand & Bodilly [2013] FamCAFC 98 the Full Court considered theappropriateness of an order for indemnity costs, where party and party costs orsolicitor/client costscould be ordered. Rule 19.18 of the Family Law Rules 2004(Cth) (the Rules) provides: (1) That the court may order that a party is entitled to costs: (a) of a specific amount; (b) as assessed on a particular basis (eg lawyer and client, party/party orindemnity); ... 79. In Hand & Bodilly, the difference between party/party costs andsolicitor/client costs was accepted to be: 91. ... that on a taxation between parties on a solicitor and client basis, theunsuccessful party has to pay all the costs incurred by hisopponent exceptingin respect of (1) costs and expenses incurred prior to the institution of theaction; (2) journeys and expensesof which the party liable could have noknowledge, and which would not ordinarily be performed or incurred; (3) theemployment ofmore counsel, or the payment to them of larger fees than thecircumstances of the case warrant, including the giving of specialretainers. 80. Their Honours went on to compare solicitor/client costs with indemnity costsin the following manner: ...Sometimes that discussion equates solicitor and client costs withindemnity costs but as Santow JAsaid in Bouras v Grandelis[2005] NSWCA 463; (2005) 65 NSWLR 214:

Theweight of authority is that solicitor and client costs and indemnity costs aredistinct, though the difference between them hasbeen eroded by practice and byinconsistent amendments to the various legislative instruments that make up thecosts assessment regime. Anorder for solicitor and client costs will allow all reasonable costs or allcosts as fair justice to the other party will allow.The onus of proving thatthe costs are reasonable falls on the receiving party. Historically,solicitor and client costs were somewhat more generous than party/party costs.... 81. It follows that the distinction between indemnity costs and solicitor/clientcosts, is that the former order provides a completeindemnity for costs actuallyincurred, with no enquiry as to the reasonableness of the costs incurred.Whereas an order for solicitor/clientcosts requires an enquiry as to thereasonableness of the costs. 82. It is open to the court to make a costs order on the basis of party/partycosts, solicitor/client costs or indemnity costs. 83. When considering whether an order for party/party costs would beappropriate, it is instructive to revisit the decision of SheppardJ inColgate-Palmolive Co & Cussons Pty Limited at 257 where His Honourreviewed the authorities and said: 4. ...The tests have been variously put. The Court of Appeal in Andrews vBarnes (39 Ch D at 141) said the court had a general and discretionary powerto award costs as between solicitor and client as andwhen the justice ofthe case might so require. Woodward J in Fountain Selected Meatsappears to have adopted what was said by Brandon LJ (as he was) in Preston vPreston ([1982] 1 All ER at 58) namely, there should be some special orunusual feature in the case to justify the court in departing fromthe ordinarypractice. Most judges dealing with the problem have resolved the particular casebefore them by dealing with the circumstancesof that case and finding in it thepresence or absence of factors which would be capable, if they existed, ofwarranting a departurefrom the usual rule. But as French J said (at 8) inTetijo: the categories in which the discretion may be exercisedare not closed. Davies J expressed (at 6) similar views inRagata. 5. Notwithstanding the fact that that is so, it is useful to note some of thecircumstances which have been thought to warrant theexercise of the discretion.I instance the making of allegations of fraud knowing them to be false and themaking of irrelevant allegationsof fraud (both referred to by Woodward J inFountain and also by Gummow J in Thors v Weekes (1989) 92 ALR 131at 152 evidence of particular misconduct that causes loss of

time to the courtand to other parties (French J in Tetijo); the fact that the proceedingswere commenced or continued for some ulterior motive (Davies J in Ragata)or in wilful disregard of known facts or clearly established law (Woodward J inFountain and French J in J-Corp); the making of allegations whichought never to have been made or the undue prolongation of a case by groundlesscontentions (DaviesJ in Ragata); an imprudent refusal of an offer tocompromise (eg Messiter v Hutchinson (1987) 10 NSWLR 525; MaitlandHospital v Fisher (No 2) (1992) 27 NSWLR 721 [at] 724 (Court of Appeal);Crisp v Kent (SC(NSW)(CA), 27 Sept 1993, unreported) and an award ofcosts on an indemnity basis against a contemnor (eg Megarry V-C in EMIRecords). Other categories of cases are to be found in the reports. Yetothers to arise in the future will have different features aboutthem which mayjustify an order for costs on the indemnity basis. The question must always bewhether the particular facts and circumstancesof the case in question warrantthe making of an order for payment of costs other than on a party and partybasis. 6. It remains to say that the existence of particular facts and circumstancescapable of warranting the making of an order for paymentof costs, for instance,on the indemnity basis, does not mean that judges are necessarily obliged toexercise their discretion tomake such an order. The costs are always in thediscretion of the trial judge. Provided that discretion is exercised havingregardto the applicable principles and the particular circumstances of theinstant case its exercise will not be found to have miscarriedunless it appearsthat the order which has been made involves a manifest error or injustice. 84. In Australian Transport Insurance Pty Ltd v Graeme Phillips RoadTransport Insurance Pty Ltd [1986] FCA 85; (1986) 71 ALR 287 at 288, with respect to thecourts discretion in the award of costs, Woodward J said: That discretion is absolute and unfettered, but must be exercisedjudicially (Trade Practices Commission v Nicholas Enterprises (1979) 28ALR 201 at 207). Courts in both the United Kingdom and Australia have longaccepted that solicitor and client costs can properly be awardedin appropriatecases where there is some special or unusual feature in the case tojustify the court exercising its discretionin that way (Preston vPreston [1982] 1 All ER 41 at 58). It is sometimes said that such costs canbe awarded where charges of fraud have been made and not sustained; but, in allthe cases I have considered, there has been some further factor which hasinfluenced the exercise

of the court's discretion for example, theallegations of fraud have been made knowing them to be false, or they have beenirrelevant to the issues betweenthe parties: see Andrews v Barnes (1888)39 Ch D 133; Forester v Read (1870) 6 LR Ch App 40 Christie vChristie (1873) 8 LR Ch App 499; Degmam Pty Ltd (in liq) v Wright (No2) [1983] 2 NSWLR 354. Another case cited in argument was Australian Guarantee Corporation Ltd v DeJager [1984] VicRp 40; [1984] VR 483 where (at 502) Tadgell J allowed solicitor and clientcosts because he found the pursuit of the action to have been ahigh-handedpresumption. 85. In Fountain Selected Meats (Sales) Pty Ltd v International ProduceMerchants Ltd & Ors (1988) 81 ALR 397 at 401 Woodward J, with respect tothe award of costs, referred to what he said in Australian TransportInsurance Pty Ltd v Graeme Phillips Road Transport Insurance Pty Ltd andstated: No doubt the expression high-handed presumption was appropriate inthe case Tadgell J [Australian Guarantee Corp Ltd v De Jager [1984] VicRp 40; [1984] VR483] had to decide, and he needed to go no further; but in order to establish aconvenient principle in such cases it is necessary tobe a little more prosaic.I believe that it is appropriate to consider awarding solicitor andclient or indemnitycosts, whenever it appears that anaction has been commenced or continued in circumstances where the applicant,properly advised,should have known that he had no chance of success. In suchcases the action must be presumed to have been commenced or continuedfor someulterior motive, or because of some wilful disregard of the known facts or theclearly established law. Such cases are,fortunately, rare. But when they occur,the court will need to consider how it should exercise its unfettereddiscretion. 86. The Court needs to be satisfied whether there are exceptional circumstancesin this case which would enliven the discretion toaward an order for costs on asolicitor/ client or indemnity basis. Iconsider that the dishonest conduct of the husband and his attempt to retain, atleast for the wife, the benefit of that conductby opposing the application,demands that he should bear the costs of the applicants on an indemnity basis. The dishonesty and thefraud create a special or unusual circumstance that issufficient to require, as a matter of justice, payment of the costs on anindemnity basis. Hisdefence of the proceedings was entirely doomed to fail at all times. Hisdefence was thus in wilful regard of the facts and thelaw. WhilstI did not find the wife to have acted dishonestly at the time the consent

orderswere made, she sought to defend and justifythe dishonesty of her husband in theproceedings. She did so in wilful disregard of the facts of the case. Theoffers of settlement made by the applicants on 15 October 2012, 22 March 2013and 4 June 2013 must be taken into account. Havingregard to the strength ofthe applicants case, the refusal to accept those offers was imprudent. AccordinglyI am satisfied, taking into account the offers of settlement and the defence ofthe proceedings in wilful disregard ofthe husbands conduct, that thismatter falls into the exceptional class of matters where indemnity costs arewarranted andthat the wife should pay the applicants costs on anindemnity basis from 15 October 2012. Forease of taxation that order will be made against both respondents I donot consider that any significant injustice willbe done to the applicantsthereby. I certify that the preceding sixty-one (61) paragraphsare a true copy of the reasons for judgment of the Honourable Justice Aldridgedelivered on 29 October 2014. Associate: Date: 29October 2014