IN THE COURT OF APPEAL OF NEW ZEALAND

CA232/2016
[2017] NZCA 100

BETWEEN		COMMISSIONER OF INLAND REVENUE Appellant
AND		RONALD MAXWELL WILSON Respondent

Hearing: 7 February 2017

Court: Wild, French and Brown JJ

Counsel: P H Courtney and KIS Naik-Leong for Appellant
K A Badcock for Respondent

Judgment: 31 March 2017 at 10.30 am

JUDGMENT OF THE COURT

A The appeal is allowed.

B The cross-appeal is dismissed.

C The respondent is to pay the appellant costs for a standard appeal on a band A basis and usual disbursements.

D The respondent is also to pay the appellant costs of his application to the High Court on a 2B basis and reasonable disbursements.

REASONS OF THE COURT

(Given by Wild J)

Introduction

[1] The Commissioner of Inland Revenue (the Commissioner) appeals a decision of Associate Judge Christiansen given in the Rotorua High Court on 22 April 2016.[1] The Associate Judge approved a proposal by the respondent, Mr Wilson, to pay a debt he owed the Commissioner.

[2] Mr Wilson cross-appealed the Associate Judge's order directing that "costs are … to lie where they fall".[2] As his application had succeeded, Mr Wilson claimed the Associate Judge should have awarded him costs.

[3] The appeal raises an issue of general importance: does the High Court have jurisdiction, either under s 29 of the Insolvency Act 2006 or inherent, to approve a payment proposal by a debtor served with a bankruptcy notice? Or must any such proposal be made pursuant to the provisions in subpt 2 of pt 5 of the Insolvency Act, which contain a comprehensive regime dealing with payment proposals to creditors by insolvent debtors? As the creditor here was the Commissioner, the appeal raises the further question: could the Commissioner accept a payment proposal from Mr Wilson only in terms of s 177B of the Tax Administration Act 1994?

[4] In approving Mr Wilson's payment proposal the Associate Judge invoked the High Court's inherent jurisdiction.[3] Accordingly, the Commissioner's submissions on appeal focused on the Court's inherent jurisdiction, advancing a detailed argument as to why it was not available to the Associate Judge.

[5] Responding for Mr Wilson, Mr Badcock in his written submissions submitted the High Court, in approving Mr Wilson's payment proposal, had properly exercised its inherent jurisdiction. However, in his oral argument, Mr Badcock changed tack. His primary submission was that s 29 of the Insolvency Act gave the Associate Judge an express statutory power to approve Mr Wilson's payment proposal. Mr Badcock did not contend for an inherent jurisdiction to approve, although he did argue that it was not open to the Commissioner to resile from what he submitted was a

---

1 *Wilson v Commissioner of Inland Revenue* [2016] NZHC 87.
2 At [64].
3 At [6].

concession that the Associate Judge had inherent jurisdiction to approve the proposal.

[6] That change of tack essentially transformed the appeal into a straightforward question of statutory interpretation.

Factual background

[7] We draw this from the judgment under appeal, which the parties accept accurately summarises the factual position.

[8] Mr Wilson failed to pay child support and various taxes including GST for which he was liable either personally or as a trustee. On 17 June 2015 the Commissioner obtained judgment for $137,353.10 against Mr Wilson for the GST he owed. On 5 November 2015 the Commissioner served a bankruptcy notice on Mr Wilson in relation to that judgment debt.

[9] Mr Wilson responded by making a payment proposal to the Commissioner — he offered to pay approximately $150,000 over five years, in discharge of his total indebtedness (not just the judgment debt) to the Commissioner of around $225,000 including interest. The Commissioner declined that payment proposal, initially on 25 November 2015 but confirmed in a letter on 8 December 2015.

[10] On 17 November 2015, after making his payment proposal to the Commissioner, but before the Commissioner had responded to it, Mr Wilson applied to the High Court for orders approving the proposal and setting aside the bankruptcy notice.

[11] On 21 December 2015 Mr Wilson asked the Commissioner to reconsider his payment proposal. The Commissioner did so, but on 3 February 2016 again declined the proposal. The Associate Judge summarised the Commissioner's reasons as follows:

> [25] Ms Brown submits the proposal is unsupported by corroborating evidence to show that the payments proposed are sustainable; that there is no evidence of loan documents between Mr Wilson and Maxam Group Limited.

> Also it is noted the monthly income of Mr Wilson and his wife is stated to be $2,513 and that the proposed monthly instalment of $1,928 will leave Mr Wilson and his wife with only $585 per month to live on – which seems insufficient. Also it is submitted the bank statements of Maxam Group Limited which have been provided do not suggest that company has sufficient funds available to meet a loan of a lump sum of $38,000, as proposed; that no evidence has been provided to show the loan between the company and Mr Wilson and nor has any evidence been provided which suggests how the loan is to be repaid.
>
> [26] Ms Brown submits there are relevant additional factors that ought to be taken into account in particular because of the Commissioner's obligations to recover outstanding tax; to recover revenue which is practicable and lawful having regard to the resources available to the Commissioner and because of the importance of promoting compliance by all tax payers. The Commissioner has the broader public interest in the integrity of the tax system and in ensuring that tax payers meet their obligations; that taxpayers who do not comply should expect firm action to be taken; and that the voluntary compliance scheme which is central to the proper functioning of the Inland Revenue acts would be placed in jeopardy otherwise.

[12] The High Court heard Mr Wilson's application on 4 February and 19 April 2016, and judgment was delivered on 22 April 2016.

[13] Following delivery of the judgment, Mr Wilson applied to the District Court, unsuccessfully, to set aside the judgment on which the Commissioner based her bankruptcy notice.[4]

The High Court judgment

[14] The key passage in the judgment is this:

> [6] It is not in dispute that the Court has an inherent jurisdiction to entertain such a payment proposal when considering an application to set aside a bankruptcy notice. However, special circumstances must be demonstrated. Much depends upon the Court's assessment of the interests of justice in the circumstances. In that regard it is this Court's view that matters for consideration focus upon Mr Wilson's offer of payment, but as well upon those events which have occurred meanwhile until that offer was made.

[15] That passage explains why the Associate Judge accepted, rather than determined, that the Court had jurisdiction to entertain Mr Wilson's application. The Associate Judge did, however, go on to note that Mr Badcock had "drawn support

---

4 *Commissioner of Inland Revenue v Wilson* [2016] NZDC 2012.

from the judgment of Master Kennedy-Grant in *Re Wise*".[5] The Associate Judge then set out three passages, mistakenly stating that they came from the judgment in *Re Wise*.[6] The passages he cited were, in fact, from the judgment of Associate Judge Bell in *FM Custodians v McNally*.[7] They are:

> [7] … The court is exercising an independent power. The purpose of the power is to consider whether the bankruptcy notice will be deemed to have been complied with by the court approving the terms of payment.
>
> [8] In effect, if the court approves the terms of payment or, in terms of s 29(1)(b)(iii) the debtor has compromised on terms that satisfy the court, then the debtor is treated as having complied and no act of bankruptcy will arise. If the debtor has made a payment which satisfies the creditor, even though it may not be a payment in full, that will be enough to stop an act of bankruptcy arising.
>
> [9] The position that confronts the court is that the creditor does not approve. The court is being asked to approve and, in effect, to override the decision of the creditor. It needs to be said at the outset that the court does not necessarily exercise a commercial judgment in these matters. Usually the court applies insolvency law, while leaving the parties themselves to make commercial judgments as to whether they should accept part-payment in satisfaction of debts. A starting point is an initial reluctance of the court to question the commercial judgment of a creditor or to override it. It may be that if the creditor were seen to be acting unconscionably or unreasonably or in a way that would not be consistent with any commercial judgment, that the court might step in to override the wishes of the creditor.

[16] The reasons why the Associate Judge approved the proposal are irrelevant on this appeal. But, very briefly, he was impressed that Mr Wilson was offering payment in full, and considered that the Commissioner's delay in pursuing Mr Wilson had prejudiced Mr Wilson.[8]

The statutory provisions

[17] The Insolvency Act is a substantial statute. It is divided into seven parts, logically arranged. Most of the parts are further divided into subparts.

---

5 At [7].

6 *Re Wise ex parte Benecke* HC Auckland B227/95, 21 June 1995.

7 *FM Custodians Ltd v McNally* [2013] NZHC 34 at [7]–[9].

8 The Commissioner did not and does not accept that the payment proposal offered full payment; it was an offer of $150,000 over five years against total indebtedness of about $225,000 at the date of the offer (in other words, without allowing for interest or further non-payment penalties over the five year payment period). Nor does the Commissioner accept that she failed to pursue Mr Wilson in a timely manner. However, we need not go further into those disputes, nor need we resolve them.

[18] Part 2 is headed "Nature of bankruptcy, and process of being made bankrupt". Subpart 1 of pt 2 is headed "Bankruptcy and its alternatives". Subpart 2 of pt 2 is headed "Process of being made bankrupt". Among the sections in that subpart, under the heading "Acts of bankruptcy", is s 17. Section 17 provides that a debtor who fails to comply with a bankruptcy notice commits an act of bankruptcy. Section 29 is also in subpt 2 of pt 2, under the heading "Bankruptcy notice". As it is relevant to this appeal, s 29 provides:

> **29 Form of bankruptcy notice**
>
> (1) The bankruptcy notice must—
>
> (a) be in the prescribed form; and
>
> (b) require the debtor, in relation to the judgment debt or the sum ordered to be paid under a final order,—
>
> (i) to pay the amount owing, plus costs; or
>
> (ii) to give security for the amount owing that satisfies the court or the creditor; or
>
> (iii) to compromise the amount owing on terms that satisfy the court or the creditor;
>
> …

Mr Wilson's argument

[19] Although the Commissioner is the appellant, it is convenient to address Mr Badcock's argument for Mr Wilson, particularly given the marked change in the argument, from reliance on the Court's inherent jurisdiction, to an assertion that s 29 gives the Court a statutory power to approve a payment proposal.

Section 29(1)(b)(iii) gives a statutory power

[20] Mr Badcock submitted s 29(1)(b)(iii) gives the Court an express power to approve a payment proposal, whether or not the creditor accepts the proposal. This, he argued, is a statutory power. It does not involve the Court exercising its inherent jurisdiction in a manner cutting across the proposals regime in subpt 2 of pt 5 of the Insolvency Act. It is a power that gives the Court an alternative source of statutory jurisdiction to approve a debtor's payment proposal.

[21] We do not accept this argument. It does not accord with the interpretation of s 29 required by s 5 of the Interpretation Act 1999. Section 5 provides:

> **5 Ascertaining meaning of legislation**
>
> (1) The meaning of an enactment must be ascertained from its text and in the light of its purpose.
>
> (2) The matters that may be considered in ascertaining the meaning of an enactment include the indications provided in the enactment.
>
> (3) Examples of those indications are preambles, the analysis, a table of contents, headings to Parts and sections, marginal notes, diagrams, graphics, examples and explanatory material, and the organisation and format of the enactment.

[22] Patently, the purpose of s 29 is to set out the requirements for a valid bankruptcy notice. Relevant to this appeal, the notice must set out the options available to a debtor if the debtor is to avoid bankruptcy. One of those is the option set out in s 29(1)(b)(iii) — to compromise the debt. The purpose of s 29, equally obviously, is not to confer on the High Court a power to approve a compromise. That purpose is confirmed by the context of s 29 and its positioning in the Insolvency Act. Thus, s 29 is a process provision. It is concerned with the requirements for a bankruptcy notice, service of which is part of the bankruptcy process.

[23] That limited purpose and meaning of s 29 is reinforced by the scheme of the Insolvency Act. The ability of a debtor to avoid bankruptcy by compromising the debt by making a payment proposal, and the requirements for such a proposal, are dealt with in subpt 2 of pt 5 of the Act. Part 5 is headed "Compositions, proposals, summary instalment orders, and no asset procedure". Subpart 2 is headed "Proposals". The features of the detailed proposals regime it sets out include:

> (a) the proposal must be filed in Court;[9]
>
> (b) the proposal must be sent to every known creditor at the creditor's last known address;[10]

---

9 Insolvency Act, s 328.

10 Insolvency Act, s 330.

(c) the proposal must be accepted by the creditors (there are detailed provisions for the calling of a meeting of creditors, as to who may represent a creditor not personally present at the meeting, and as to the procedure at the meeting including voting on the payment proposal);[11]

(d) the Court must approve the proposal after it has been accepted by the creditors (again, there are detailed provisions as to approval, including the requirement first to hear any creditor's objection and as to the circumstances in which the Court may, and those in which the Court must, refuse to approve the proposal);[12] and

(e) the Registrar of the Court must cancel the proposal if it is returned to the Court endorsed "not accepted by creditors".[13]

[24] In light of the purpose of s 29 and its positioning in the Insolvency Act, what meaning is to be given to s 29(1)(b)(iii)? That section provides:

> The bankruptcy notice must … require the debtor … to compromise the amount owing on terms that satisfy the Court or the creditor.

[25] For the Commissioner, Ms Courtney submitted the Court should construe "Court" in s 29(1)(b)(iii) as referring to the Court in its role in approving proposals under subpt 2 of pt 5, and "creditor" as unrelated to that regime. Thus, Ms Courtney was accepting that a debtor can reach a compromise with a creditor outside the pt 5 subpt 2 regime.

[26] We substantially agree. In our view, Parliament has used the disjunctive conjunction 'or' in s 29(1)(b)(iii) as meaning "on terms that satisfy the Court or the creditor as the case may be" or "whichever is applicable". There is some support for this interpretation in the prescribed form of bankruptcy notice which directs the judgment debtor:[14]

---

11 Insolvency Act, ss 329–331.
12 Insolvency Act, s 333.
13 Insolvency Act, s 328(4)(a).
14 See High Court Rules 2016, sch 1.

> [Y]ou must secure or enter into a new formal agreement with the judgment creditor or, alternatively, obtain the High Court's approval of terms of payment.

[27] This interpretation also accommodates these considerations:

(a) A word in the singular includes the plural and words in the plural include the singular.[15] Thus "creditor" in s 29(1)(b)(iii) includes creditors, and "creditors" in s 326(1) includes creditor.

(b) The Court cannot approve the proposal (in other words, cannot be "satisfied" — to use the word in s 29(1)(b)(iii)) unless the creditor or creditors have accepted the proposal.[16]

(c) A debtor can compromise a debt with a creditor outside the Scheme mandated in subpt 2 of pt 5. Such a compromise:

- does not require the Court's approval, nor would such approval be appropriate (for the reasons set out in [29] below);
- would be a basis for the Court to set aside the bankruptcy notice, if it was not withdrawn by the creditor; and
- means the Court could not, pursuant to s 36 of the Insolvency Act, adjudicate the debtor bankrupt on the s 17 ground of failure to comply with the bankruptcy notice, because the notice would have been complied with.

[28] In describing the current purposive approach to statutory interpretation, in the leading text *Burrows and Carter Statute Law in New Zealand*, Ross Carter observes that the approach reflects "the desire that the approach reached be sensible, just and workable".[17]

---

15 Interpretation Act 1999, s 33.
16 Insolvency Act, s 333.
17 Ross Carter *Burrows and Carter Statute Law in New Zealand* (5th ed, LexisNexis, Wellington, 2015) at 344.

[29] We consider the features of subpt 2 of pt 5 set out in [23] above achieve a result that is sensible, just and workable. By contrast, Mr Badcock was constrained to accept that the power in s 29(1)(b)(iii) he contends for would not work if a debtor with multiple creditors sought the Court's approval of a compromise only with the creditor who had served the bankruptcy notice. Mr Badcock accepted that approval would involve the Court ignoring the position of the other creditors, since the Court would not know about them. Thus, Mr Badcock is contending for an interpretation of s 29 that would not produce a sensible, just, and workable result.

[30] We summarise thus far. The meaning of the words in s 29(1)(b)(iii) of the Insolvency Act is that the option of compromising the debt to the satisfaction of the Court or the creditor (as the case may be) must be spelt out to the debtor in the bankruptcy notice. But those words do not confer on the Court power to approve a compromise. That power resides in s 333 in subpt 2 of pt 5 of the Insolvency Act.

[31] Where the debtor is a taxpayer seeking to compromise a debt owed to the Commissioner, we consider the debtor must do so by applying for financial relief in terms of ss 177 to 177B of the Tax Administration Act. Our reasons for this view are:

(a) Unique considerations restrain the Commissioner when deciding whether to accept an instalment arrangement. These include maximising the recovery of outstanding tax[18] and the proscription on the Commissioner entering into an instalment arrangement that would place the taxpayer, if a natural person, in serious hardship.[19]

(b) The Commissioner may decline to enter into an instalment arrangement in the circumstances set out in s 177B(2). This ability cannot be reconciled with the creditor voting provisions in s 331 in subpt 2 of pt 5 of the Insolvency Act.

---

18 Tax Administration Act 1994, s 176(1).
19 Tax Administration Act, s 177B(1).

(c) The Commissioner may cancel an instalment arrangement in the circumstances set out in s 177B(6). Again, that cannot be reconciled with the proposals regime in subpt 2 of pt 5 of the Insolvency Act. There, if creditors vote to accept the payments proposal and the Court approves it, it is binding on all creditors.[20]

(d) A broad application of the maxim that general provisions must yield to specific provisions.

Once judgment obtained, Mr Wilson no longer a "taxpayer"

[32] In Mr Badcock's submission, the financial relief provisions, in particular the instalment arrangements provision in s 177B, in pt 11 of the Tax Administration Act are not available once the Commissioner has obtained judgment in a Court. A "taxpayer", as defined in s 3 of the Tax Administration Act, ceases to be a taxpayer once that person becomes a judgment debtor. Similarly, the constraints placed on the Commissioner by the Tax Administration Act, in particular ss 6, 6A and 176, cease to apply once a "taxpayer" becomes a judgment debtor.

[33] We do not accept these arguments. Section 3 of the Tax Administration Act defines a taxpayer as a person who:

(a) is liable to perform, or to comply with, a tax obligation; or

(b) may take a tax position.

[34] Entry of judgment against Mr Wilson in favour of the Commissioner did not discharge Mr Wilson from his tax obligations, whether accrued or future. And thus it did not disable him from taking a tax position in the future. Nor did the entry of judgment against Mr Wilson terminate the Commissioner's various responsibilities and duties under the Tax Administration Act, in particular under ss 6, 6A and 176. Indeed, obtaining judgment is properly viewed as a discharge by the Commissioner of her s 176(1) duty to maximise the recovery of outstanding tax from Mr Wilson as a taxpayer.

---

[20] Insolvency Act, s 334(1).

Section 37 discretion exercisable at the 's 29 stage'

[35] Mr Badcock submitted s 37 of the Insolvency Act gives the Court a discretion not to adjudicate a debtor bankrupt. The Court can exercise that discretion earlier, when considering whether to approve a payment proposal by a debtor served with a bankruptcy notice. There is no reason why the Court should have to wait until the s 37 adjudication stage to exercise the discretion afforded by s 37.

[36] We do not accept this argument. Section 37 of the Insolvency Act sets out the circumstances in which the Court may, in its discretion, refuse to adjudicate a debtor bankrupt when hearing the creditor's application. Mr Badcock contended the Court can exercise that discretion earlier, when approving a debtor's payment proposal under s 29(1)(b)(iii). First, we have held firmly against Mr Badcock's submission that s 29(1)(b)(iii) gives the Court power to approve a payment proposal. Secondly, s 333 (one of the provisions in subpt 2 of pt 5) contains detailed provisions as to the Court's approval of a payment proposal. Section 333(3) sets out the circumstances in which the Court may refuse to approve the proposal, and s 333(4) the circumstances in which the Court must not approve a proposal. Thirdly, s 37 applies at the adjudication stage — "the Court may, in its discretion, refuse to adjudicate the debtor bankrupt if …". It mauls the language of s 37 to suggest the discretion applies earlier in the bankruptcy process.

Commissioner bound by concession as to jurisdiction

[37] Lastly, Mr Badcock submitted the Commissioner is bound by her concession before the Associate Judge "that the Court has an inherent jurisdiction to entertain … a payment proposal when considering an application to set aside a bankruptcy notice". Mr Badcock contended that the Commissioner had brought herself within the three prerequisites for conceding jurisdiction set out by this Court in its judgment in *Redcliffe Forestry Venture Ltd v Commissioner of Inland Revenue*.[21]

[38] We reject this last argument for Mr Wilson. We do not consider the Court has an inherent jurisdiction to approve a payment proposal by a debtor, when the creditor

---

[21] *Redcliffe Forestry Venture Ltd v Commissioner of Inland Revenue* [2011] NZCA 638, [2012] 2 NZLR 823 at [52].

or creditors have rejected the proposal. Such an inherent jurisdiction would cut right across the proposals regime in subpt 2 of pt 5 of the Insolvency Act. In his seminal article "The Inherent Jurisdiction of the Court" Master Jacob (later Sir Ian Jacob) stated:[22]

> … the court may exercise its inherent jurisdiction even in respect of matters which are regulated by statute or by rule of court, *so long as it can do so without contravening any statutory provision*.

[39] In *R v Moke*, this Court referred to Master Jacob's article and categorised the Court's inherent jurisdiction in these terms:[23]

> … It is a power which may be exercised even in respect of matters which are regulated by statute or by rules of Court providing, of course, that the exercise of the power does not contravene any statutory provision.

[40] As the Associate Judge noted, the Commissioner had refused to accept Mr Wilson's payment proposal. Had the proposal been made under subpt 2 of pt 5, that refusal to accept would have been an end of the proposal. The Registrar of the Court was required to cancel it.[24] If — as we consider is the correct position — s 177B of the Tax Administration Act applied, then the decision whether or not to accept the arrangement was for the Commissioner. We have already referred to the constraints on the Commissioner in considering whether to enter into an instalment arrangement with a taxpayer debtor.[25] If Mr Wilson wished to challenge the Commissioner's decision to reject his payment proposal, then we agree with Ms Courtney that his remedy was to apply for judicial review of the Commissioner's decision. And, of course, the Associate Judge did not have that judicial review jurisdiction.[26] However the situation is viewed, we consider the Court lacked jurisdiction to approve Mr Wilson's payment proposal. And a party or parties cannot, by consent or by concession, vest in a Court a jurisdiction which it does not have.

[41] Insofar as Associate Judge Bell's decision in *FM Custodians* holds that s 29(1)(b)(iii) gives the Court power to approve a payment proposal in circumstances

---

22 IH Jacob "The Inherent Jurisdiction of the Court" [1970] CLP 23 at 24 (emphasis added).
23 *R v Moke* [1996] 1 NZLR 263 (CA) at 267.
24 Insolvency Act, s 328(4).
25 See above at [31].
26 Judicature Act 1908, s 26J(4)(b).

such as those here (where the creditor or creditors have not accepted the proposal), we overrule that decision. In doing so, we note that Associate Judge Bell refused to approve the payment proposal in that case, because the debtor had, quite reasonably, rejected it. The Associate Judge observed:[27]

> The offer falls so far short of even amounting to satisfaction of the debt that it would be difficult for the court itself to give approval to it.

[42] We note the earlier decision of Associate Judge Faire in *Commissioner of Inland Revenue v Mani*.[28] It dealt with an application by a judgment debtor to set aside a bankruptcy notice on grounds including:[29]

> (a) That the judgment debtor is willing to compromise the amount owing on terms that satisfy the court or the judgment creditor;
>
> …
>
> (c) It is just that the court exercise its inherent jurisdiction to set aside the bankruptcy notice.

[43] The decision records that the Commissioner opposed the setting aside on much the same grounds as Ms Courtney advanced before us. In dealing with ground (a) Associate Judge Faire said:

> [11] The first ground advanced in the judgment debtor's application is the allegation of his willingness to compromise the amount owing. I need not review the evidence in full. What is clear is that there has been a considerable history of material exchanged between the judgment debtor and his tax agent and the Commissioner. No compromise has been able to be effected. There is, in fact, simply no support for this as a ground for setting aside the bankruptcy notice. …

[44] If the Associate Judge was holding that he lacked jurisdiction to approve a payment proposal by a taxpayer debtor which had been rejected by the Commissioner, then we agree.

---

27 *FM Custodians Ltd v McNally*, above n 7, at [10].

28 *Commissioner of Inland Revenue v Mani* HC Auckland CIV-2010-404-1918, 29 September 2010.

29 At [2].

Cross-appeal

[45] Given our view that the Associate Judge lacked jurisdiction to approve Mr Wilson's payment proposal, his cross-appeal against the Associate Judge's costs order falls away. Counsel agreed that costs in the High Court should follow the outcome of the cross-appeal, on a 2B basis.

Result

[46] The Commissioner's appeal is allowed.

[47] Mr Wilson's cross-appeal is dismissed.

[48] Mr Wilson is to pay the Commissioner costs for a standard appeal on a band A basis and usual disbursements.

[49] Mr Wilson is also to pay the Commissioner costs of his application to the High Court on a 2B basis and reasonable disbursements.

Solicitors:
Crown Law Office, Wellington for Appellant
Kevin A Badcock Ltd, Rotorua for Respondent