FEDERAL COURT OF AUSTRALIA

Jackson v Carnival plc t/as P&O Cruises Australia (Settlement Approval) [2025] FCA 127

File number:	QUD 183 of 2023
Judgment of:	**DERRINGTON J**
Date of judgment:	27 February 2025
Catchwords:	**REPRESENTATIVE PROCEEDINGS** – approval of settlement – no litigation funder – solicitors acting on a no-win-no-fee basis – outcome for class members from settlement above what might be obtained after full trial – consideration of solicitors' costs – referee's report received as to costs – settlement approved
Legislation:	*Competition and Consumer Act 2010* (Cth) *Federal Court of Australia Act 1976* (Cth) *Federal Court Rules 2011* (Cth)
Cases cited:	*Baltic Shipping Co v Dillon* (1993) 176 CLR 344 *Baltic Shipping Company, The Mikhail Lermontov v Dillon* (1991) 22 NSWLR 1 *Fowkes v Boston Scientific Corporation* [2023] FCA 230 *Ingram as trustee for the Ingram Superannuation Fund v Ardent Leisure Limited (Settlement Approval)* [2024] FCA 836 *Karpik v Carnival plc (Ruby Princess) (Initial Trial)* [2023] FCA 1280 *Moore v Scenic Tours Pty Ltd* (2020) 268 CLR 326 *Moore v Scenic Tours Pty Ltd (No 4)* (2022) 409 ALR 259 *Scenic Tours Pty Ltd v Moore* (2018) 361 ALR 456
Division:	General Division
Registry:	Queensland
National Practice Area:	Commercial and Corporations
Sub-area:	Regulator and Consumer Protection
Number of paragraphs:	50
Date of hearing:	12 February 2025

Counsel for the Applicant:	Mr D Campbell KC with Mr B Hall
Solicitor for the Applicant:	Carter Capner Law
Counsel for the Respondent:	Mr S Walpole
Solicitor for the Respondent:	Clyde and Co

ORDERS

QUD 183 of 2023

BETWEEN:	**DEBRAH JACKSON** Applicant
AND:	**CARNIVAL PLC T/AS P&O CRUISES AUSTRALIA (ABN 23 107 998 443)** Respondent

ORDER MADE BY: **DERRINGTON J**

DATE OF ORDER: **12 FEBRUARY 2025**

THE COURT ORDERS THAT:

1. Pursuant to ss 33V and 33ZF of the *Federal Court of Australia Act 1976* (Cth) (the Act), settlement of the proceeding be approved on the terms set out in:

   (a) the Settlement Deed executed by the Applicant and the Respondent (Settlement Deed); and

   (b) the Settlement Distribution Scheme (Settlement Distribution Scheme);

   both annexed to the affidavit of Peter Barton Carter sworn 31 October 2024 (together, the Settlement Documents).

2. Pursuant to s 33ZF of the Act, the Court authorises the Applicant *nunc pro tunc*, for and on behalf of Group Members, to enter into and give effect to the Settlement Deed and the transactions contemplated therein for and on behalf of those Group Members.

3. Pursuant to ss 33V(2) and 33ZF of the Act, Mr Peter Barton Carter of Cartner Capner Law be appointed Administrator of the Settlement Distribution Scheme (Administrator) and is to act in accordance with the rules of the Settlement Distribution Scheme, subject to any direction of the Court.

4. Pursuant to ss 33V and 33ZF of the Act, and for the purposes of the Settlement Distribution Scheme, the following costs be approved:

   (a) $1,000,000 (plus GST) for the Applicant's legal costs and disbursements incurred in connection with the conduct of the proceeding on her own behalf

and on behalf of all Group Members, including the costs of obtaining settlement approval.

(b) The Applicant's Reimbursement Payment (within the meaning of the Settlement Distribution Scheme) in the sum of $2,000 payable to the Applicant.

(c) The Administration Costs (within the meaning of the Settlement Distribution Scheme) capped to a maximum amount not exceeding $100,000, subject to the Administrator having liberty to apply to the Court for an increase in approved administration costs or other order regarding the administration of the settlement.

(d) The costs incurred by the independent costs referee appointed by order of Registrar Schmidt dated 19 December 2024 in the preparation of his report dated 4 February 2025.

5. The proceeding be dismissed, such order to be stayed until the administration of the Settlement Scheme is complete.

6. Any orders relating to costs previously made in the proceeding be vacated.

7. Each party bear its own costs.

Note: Entry of orders is dealt with in Rule 39.32 of the *Federal Court Rules 2011*.

REASONS FOR JUDGMENT

DERRINGTON J:

Introduction

1 On 12 February 2025, orders were made approving settlement of a class action brought on behalf of the passengers of the cruise ship, Pacific Aria, operated by the respondent, Carnival plc t/as P&O Cruises Australia (Carnival). It was appropriate to make the orders sought at the time of the hearing, and these are the reasons for them.

Background

2 On 4 May 2023, the applicant, Ms Jackson, commenced the current proceedings under Part IVA of the *Federal Court of Australia Act 1976* (Cth) (the Act). In it, she, on behalf of herself and other passengers of the Pacific Aria (the class members), claimed damages in respect of their alleged dissatisfaction with a cruise which had departed Brisbane on 5 May 2017. The substance of their complaint was that the provision of the cruise was a "service" within the meaning of that term in s 3 of Sch 2 of the *Competition and Consumer Act 2010* (Cth) (ACL), and, as provided by Carnival, it did not satisfy or meet the standards required by the ACL. In particular, it was said that the cruise was not rendered with due care and skill, was not reasonably for its advertised purpose, and did not achieve the result reasonably expected.

3 Central to the applicant's case was that the Pacific Aria left port and undertook its journey when a cyclone existed or was forming in the Pacific Ocean in and about the areas of the vessel's intended path. The vessel encountered rough conditions which had the consequence that many activities aboard the vessel were curtailed, facilities were closed, ports that were intended to be visited were not, the enjoyment of the cruise was not as desired and, generally, the cruise was a rather unpleasant experience.

4 The foregoing led to a series of complaints made under the ACL and, in her action, the applicant and the class members seek damages in respect of the respondent's alleged breach of statutory duty and statutory warranties.

5 It would come as a surprise to no one that the tickets purchased by the class members for the cruise contained terms that expressly rejected any guarantee that the vessel would proceed on any particular journey or pursuant to any particular itinerary. The reasons for that are obvious, if not notorious, given the patently obvious vicissitudes of sea voyages. Necessarily, the Terms

and Conditions of Carriage included the entitlement of Carnival to alter, in any way necessary, the circumstances of the cruise. On that basis, Carnival denied that it did not appropriately provide the services for which the parties had bargained. It further asserts that, at the time the Pacific Aria departed from Brisbane, there was a reasonable anticipation that it could undertake an appropriate voyage. In those circumstances, it denied any liability to the applicant.

Conduct of the proceedings

6 Carnival's Defence was filed on 6 October 2023 and the applicant's Reply was filed some 19 days later.

7 In November 2023, Carnival made an application for security for costs under s 56 of the Act and r 19.01 of the *Federal Court Rules 2011* (Cth). That application was subsequently resolved with the solicitors for the applicant, Carter Capner Lawyers, agreeing to a general indemnity in favour of the applicant for "all actions, claims, suits and demands for the payment of legal costs to Carnival plc during the course of the claim". That is a not insignificant matter and its import is considered later in these reasons.

8 Orders were subsequently made for the parties to engage in a process of discovery and for the giving of opt-out notices to the class members.

9 On 31 October 2024, and following a process of mediation, the parties reached an in-principle agreement to resolve the proceedings. In broad terms, Carnival agreed to pay $2,416,000 in full and final satisfaction of the applicant's claims.

10 On 1 November 2024, notice of the proposed settlement was sent to the class members. There has since been no opposition to the proposed settlement which included, amongst other things, a cap on the costs of the applicant's legal representatives of $1,000,000, not including GST or the costs of administering the settlement.

The application before the Court

11 The application now before the Court is for approval of the settlement and, if that approval is given, the approval for the distribution of payments under the settlement pursuant to s 33V of the Act.

12 In *Ingram as trustee for the Ingram Superannuation Fund v Ardent Leisure Limited (Settlement Approval)* [2024] FCA 836, I observed (at [15]) in relation to the Court's obligation to approve a settlement:

> … the central task of the Court is to decide whether it is satisfied that the proposed settlement is fair and reasonable having regard to the interests of the group members who will be bound by it, including the interests of the group members inter se. The Court assumes a protective role in this context, though the Court's task is not to second-guess or "go behind" the tactical or other decisions made by the applicant's legal representatives. Rather, it is to satisfy itself that the decisions are within the reasonable range of decisions, having regard to the circumstances (known or knowable) and a reasonable assessment of risks.
>
> (Citations omitted).

13 This Court's Class Actions Practice Note (GPN-CA) outlines (at [15.5]) the factors that will usually be required to be addressed by the material filed in support of an application for settlement approval. Albeit not a "checklist" of mandatory considerations: *Fowkes v Boston Scientific Corporation* [2023] FCA 230, [34]: these factors provide a useful guide to whether a settlement should be approved. In assessing whether or not the proposed settlement is fair and reasonable in the present case, having regard to the claims made by the group members, the following factors may be relevant:

(a) the risks of establishing liability, establishing damages, and maintaining the class action;

(b) the complexity and likely duration of the litigation;

(c) the stage of the proceedings;

(d) the ability of the respondent to withstand a greater judgment than the prospective settlement sum;

(e) relatedly, the range of reasonableness of the settlement in light of the best recovery; and

(f) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

Nature of the settlement

14 The settlement is rather simple in its terms. From the amount of $2,416,000, the applicant's solicitors are to receive $1,100,000 in respect of their legal fees (inclusive of GST). A further $100,000 will be expended on the administration of the settlement, and the remaining $1,216,000 will be paid to the applicant and the class members. The effect of this is that all passengers will receive (a) the primary amount of $944.00, being the median cost of a ticket on the cruise; and (b) an amount close to $900.00 as additional compensation.

Is the proposed settlement "fair and reasonable"?

Liability

15 Perhaps the most significant factor in the assessment of the present settlement is the question of liability. There can be little doubt that the applicant would have faced hurdles in establishing that Carnival was liable to her in the manner expressed in the Statement of Claim.

16 As an initial hurdle, the applicant would have been required to establish the factual circumstances prior to the Pacific Aria leaving port on 5 May 2017. Many of those were disputed by Carnival.

17 Carnival also put in issue whether the conditions encountered were the consequence of the cyclone referred to in the applicant's Statement of Claim, as opposed to localised weather systems. It also put in issue that the interference caused by the inclement weather to the circumstances of the cruise was not as significant as alleged.

18 Perhaps most significantly, the applicant's characterisation of the "services" to be provided by Carnival under the contractual arrangements may not have been made out. On even a brief analysis, the terms and conditions of the tickets under which the passengers travelled carefully tailored the nature of the services which Carnival agreed to provide, with the result that they were not as the applicant described them in the Statement of Claim. In this respect, it could be observed that even the most uninformed traveller on an ocean liner would understand the consequences of encountering the vicissitudes of ocean travel. No reasonable person could imagine that a cruise line operator guarantees perfect weather and sailing conditions both enroute and at any port intended to be visited. In this respect, the pleaded case was pitched at an unsustainably high level. It would be surprising were a court to put to one side or read down the clear contractual terms between the parties and thereby find some obligation in relation to the services to be provided which was not met.

19 In these circumstances, the fact that the class members receive anything by the proposed settlement should be regarded as a victory. That they receive a complete refund of the value of the median priced ticket and a similar amount in addition is an exceptionally good outcome. This necessarily supports the conclusion that the settlement should be approved.

20 It might be observed that it is unlikely that Carnival settled the proceedings based upon its perceived prospects in the litigation. Rather, as is common amongst class actions, the defendant resolves the litigation for commercial reasons and to avoid the risk, albeit small, of

an overstated potential liability. Though it did not occur in this case, it is also not uncommon for persons who stand behind class actions to promote unfavourable media against the defendant and, naturally, defendants tend to resolve the claims rather than be the subject of continued unjustified and unwarranted adverse publicity.

Damages and quantum

21 In the applicant's Amended Statement of Claim of 8 August 2023, compensation was sought pursuant to s 267(3) of the ACL for a full refund of the price of the ticket. Compensation for consequential loss was also sought under s 267(4) of the ACL in the form of damages for distress and disappointment. The proposed settlement seeks to accommodate both limbs of the claim. That is, it provides for a return of the cost of a group member's fare, as well as an additional component of approximately the same amount for compensation for distress and disappointment.

22 In respect of the damages under s 267(3), loss is typically assessed by reference to the difference between what was paid and what a reasonable, fully informed consumer would have been prepared to pay for the unimpaired services: *Moore v Scenic Tours Pty Ltd (No 4)* (2022) 409 ALR 259, 267 [42(3)], citing *Scenic Tours Pty Ltd v Moore* (2018) 361 ALR 456, 535 – 537 [327] – [335] (*Scenic Tours (NSWCA)*); see generally *Moore v Scenic Tours Pty Ltd* (2020) 268 CLR 326, 348 – 349 [64] (*Moore (HCA)*) . In circumstances such as those which prevailed in this case, loss can be assessed on a day-by-day basis, by pro rating the fare and working out which days were "impaired" and which were not: see, eg, *Scenic Tours (NSWCA)*, 536 [329] – [331]. That being so, on the respondent's case, only part of the cruise was impaired and, if that were established, the group members would necessarily recover less than a full refund. Under the proposed settlement, they receive approximately a full refund, at least notionally, and this is an excellent result for them.

23 As to damages for distress and disappointment under s 267(4), such damages are awarded for the cruise operator's failure to provide the holiday experience that was promised: *Moore (HCA)*, 342 – 343 [46]; *Baltic Shipping Co v Dillon* (1993) 176 CLR 344 (*Baltic Shipping*), 371 – 372, 382 – 383, 387: though it is well established that compensation is not payable for psychological trauma or the mere unpleasantness of the experience: *Baltic Shipping*, 368 – 369, 380 – 381. In *Baltic Shipping Company, The Mikhail Lermontov v Dillon* (1991) 22 NSWLR 1, Kirby P (at 31) observed that for the amount of such damages for the non-provision of promised services to exceed the fare paid, there must exist "some exceptional circumstance

increasing the sting of the failure to provide the enjoyment and pleasure promised". Those comments were seemingly endorsed in *Baltic Shipping* at 366 and 406. Recently, in *Karpik v Carnival plc (Ruby Princess) (Initial Trial)* [2023] FCA 1280, Stewart J assessed damages for disappointment and distress at "no more than" the price of the applicant's fare. However, his Honour proceeded to find that the applicant should not obtain any such damages consequent upon the applicant having obtained a refund of the fare price from the respondent: [1028] – [1029]. In the present case, the proposed settlement provides that a group member will receive what is approximately a full refund *and* an additional payment in approximately the same amount.

24 On the question of damages, the class members will receive under the proposed settlement substantially more than they would have likely achieved at trial. Indeed, were the matter to proceed to trial, a real risk existed that they would obtain no damages at all given the legitimate vicissitudes involved in establishing liability.

25 It is to be accepted that this case presented substantial risk to the applicant and the class members. In that light, the quantum of that which they are to receive under the proposed settlement is substantial and one which does not seem to be discounted for the risks which were actually faced. The proposed settlement has all the hallmarks of a commercial settlement by Carnival, rather than one which accurately reflects its prospects in the litigation. It represents a very good settlement for the applicant and class members, and this fortifies the conclusion that it is fair and reasonable, at least from their perspective.

26 Again, for these reasons, the proposed settlement substantially supports the conclusion that it is fair and reasonable.

Complexity and duration of proposed proceedings

27 The applicant sought to justify the settlement by reference to what she said were factors which rendered the matter complex and likely to be of some significant duration.

28 First, it was suggested that certain class members may be overseas passengers who might have contracted outside of Australia and on terms which may have included exclusive jurisdiction clauses. That, of course, would complicate the course of the litigation, though here it is a false issue. There was only one set of terms for the tickets sold on the voyage and no complication arises from a variety of different terms and conditions. Whilst that may not have been known

initially, it must have become apparent at a fairly early stage and it did not add to the complexity at all.

29 It was also claimed that some complexity may have arisen vis-a-vis the nature of publicly available weather reports and the respondent's awareness of them. This is also a false issue. The relevant weather reports are plainly matters of easily established fact, and, that Carnival ought to have been aware of such matters is all but axiomatic. The same can be said for Carnival's obligation to monitor weather conditions which might affect the voyage.

30 Some emphasis was sought to be placed upon the nature of the experience which the class members were entitled to experience on the cruise. That offers no great degree of complexity; it is a matter easily discernible from the contractual documents and surrounding circumstances.

31 The applicant also claimed that the issue of whether the cruise ought to have departed at all added a further layer of complexity. However, again, that is overstated and the question is answerable by reference to the parties' contractual relationship which would have been easily ascertained.

32 The applicant also referred to a number of factual disputations between the parties as to the circumstances on board the Pacific Aria during the cruise. Again, mere issues of factual proof one way or the other, is part and parcel of the usual trial process and does little to advance the suggestion that the matter was overly complex.

33 Similarly, an attempt was made to articulate some element of complexity arising from the legal issues which would be alive in the proceedings. With respect, such issues, as may have arisen in this case, were neither complex nor unusual. Indeed, they were the stuff of ordinary commercial litigation and no element of undue complexity jumps off the page.

34 Of course, it may be that, in general terms, the case may have required the provision of expert opinion as to the prevailing climactic conditions and the circumstances of the Pacific Aria; nevertheless, the evidence going to that would not be, at least *prima facie*, unduly complex.

35 Overall, whilst it might be accepted that the matter involves some elements of disputed fact, would presumably require expert evidence to resolve certain issues, and is not, perhaps, the most common form of litigation, the issues involved cannot be reasonably described as unduly complex or burdensome. That is not to say, for lawyers who are unfamiliar with the particular area of law, that it might not provide some daunting aspects. Nonetheless, the complexity of

the litigation did not warrant a conclusion that the proposed settlement presents a preferred outcome.

Stage of the proceedings

36 In their written submissions, the applicant rather boldly suggested that the action was ready for trial "save for the finalisation of expert reports". That was far from correct. As was articulated by counsel for Carnival, the applicant would have been required to amend her Statement of Claim to take the matter further, only partial discovery had occurred, and no orders for the filing and serving of lay and expert evidence had yet been made, some of which might have been extensive. In reality, there were numerous procedural steps to be taken before the matter was ready for trial and it cannot be accepted that the applicant's solicitors have substantially earned their fees in bringing the litigation to near finalisation. On the other hand, the fact that the proceedings are at a relatively early stage has the consequence that the present settlement is likely to be more favourable to the applicant and the class members than if it occurred shortly prior to trial when more expenditure had occurred.

Maintenance of the class action

37 As a matter going to the settlement, and in particular the solicitors' costs, the risk of maintaining the class action needs to be taken into account. In this case, there was no litigation funder involved and the solicitors for the applicant pursued the action on a "no-win-no-fee" basis. The solicitors also undertook to be responsible for, amongst other things, the costs of the proceedings. Had the matter proceeded much further, there existed a not insignificant risk that the solicitors might withdraw. Such a risk to the applicant and the class members should not be understated.

The applicant's legal costs

38 Under the proposed settlement deed, the applicant's legal costs are capped at $1,000,000 plus GST. Further, the reasonable costs of the settlement administration, to be undertaken by the applicant's present solicitors, are capped at $100,000. The proposed settlement requires that each of these costs are to be approved by the Court.

39 Almost immediately, one is drawn to the fact that the legal costs will account for approximately 50% of the settlement sum. For a matter which has resolved itself at the preliminary stage, such costs appear, at least on first blush, to be rather high. As a result, on 1 November 2024, the Court ordered that a referee be appointed to report on the reasonableness or otherwise of

those costs. Somewhat belatedly, although the reasons for the lateness are not apparent, the referee, Mr Bloom, was appointed on 19 December 2024 by a Registrar of this Court. That delay, it should be said, was not due to any fault or conduct of the Registrar.

40 Mr Bloom published two reports. His initial report of 4 February 2025 articulated a number of concerns which he had in respect of the fees charged. Consequently, the applicant's solicitors approached him to prepare a further report after furnishing him with further information that was said to respond to his initial concerns. He delivered his second report on 10 February 2025.

41 It is a matter of great concern that the letter of instruction to Mr Bloom from the applicant's solicitors was dated 29 January 2025. The lateness of the instructions to him, given that the order for his appointment was made on 1 November 2024, was not explained. This concern is exacerbated by the fact that the matter was to return to the Court for hearing on 5 February 2025. The result of the lateness of the instructions was that Mr Bloom's first report, through no fault of his own, might be described as somewhat superficial and, indeed, deficient. It does not attach his letter of instruction, nor does it attach the documents considered by him in reaching his conclusions. Indeed, it is a matter most obvious that the Court did not have before it a statement of the solicitors' costs with supporting documents identifying the work done (and by whom), the time taken, and the amounts charged. Such quintessential documents must necessarily have been considered by Mr Bloom in reaching his conclusions and no reason was given to the Court for their absence. Nevertheless, Mr Bloom's report suggests that he was appraised of sufficient material to enable him to make appropriate comments, and which generally supported the rates at which the applicant's solicitors charged for their work and the amount of work done.

42 It is also worthy of remark that Mr Bloom identified that his analysis had been conducted with an air of superficiality because the solicitors' substantive cost statement was only delivered to him on 29 January 2025 and a smaller cost statement delivered some two days later. Consequently, he had only a limited time to assay the veracity of the solicitors' claims. No explanation was given for the failure to provide these documents to Mr Bloom in a timely manner.

43 Nevertheless, given Mr Bloom's expertise in this area, he was able to identify and articulate in his initial report those elements of the costs claimed by the applicant's solicitors which he regarded as reasonable. He was also able to identify a number of unreasonable elements. The

latter included some unreasonable duplication including, for example, the solicitors charging $82.29 for each letter sent to each class member in relation to the opt-out notice, even though those letters were identical in substance. In effect, it resulted in a claim of some $37,000 for the costs of sending one letter, albeit to multiple recipients. That was not an isolated incident.

44 For the purposes of his report, Mr Bloom prepared his own assessment of the various costs elements, including the solicitors' costs and disbursements and the like. He then applied percentage increases for care and consideration, albeit at a somewhat low level, and the conditional fee uplift of 25%, which he regarded as appropriate. In total, Mr Bloom concluded that on his assessment, total fees of $1,110,000 – $1,155,000 (inclusive of GST) would be reasonable. That had the consequence that he accepted that the $1 million cap imposed upon the applicant's legal fees was, in fact, reasonable.

45 In his second report, Mr Bloom corrected some earlier misunderstandings. In particular, his belief that the capped costs of $1 million in the proposed settlement was inclusive of GST. He also made some minor adjustments based on new information which he did not have when he prepared his first report. He thereupon applied those changes to his calculations which resulted in a revised assessment of reasonable costs at between $1,089,000 – $1,134,000 (inclusive of GST). In the result, he remained of the view that the amount of fees proposed to be paid to the solicitors for the applicant fell within the broad bounds of reasonableness.

46 Ultimately, a not insignificant part of the costs claimed by the solicitors related to the care and consideration component and the conditional costs uplift of 25%. In circumstances where the solicitors have assumed substantial risk in the litigation which inure for the benefit of their client and the class members, and those class members will receive what can only be described as a windfall gain, the care and consideration component and uplift percentage are justified.

Conclusion as to costs

47 The amount recovered in the present proceedings is relatively small for a class action. That being so, any further investigation into the appropriateness of the costs claimed by the applicant's solicitors will necessarily have a greater than usual impact on the amount the class members receive. Nevertheless, there is a lot of room for scepticism as to whether costs of $1 million to bring the proceedings to a relatively early stage is justified. That is only increased by the unexplained dilatory manner in which the referee was engaged and provided with material. Nevertheless, the Court has had the benefit of an expert who has given his imprimatur to the reasonableness of the costs claimed. Any further investigation would substantially

encroach upon the amount each class member would receive. Therefore, but not without a degree of hesitation, approval should be given to the costs claimed in these proceedings.

Conclusion

48 In all the circumstances, the proposed settlement ought to be approved. For the reasons given in relation to the factors identified above, the settlement is a very good one for the applicant and the class members. Indeed it is, as Carnival submitted, likely to be a better outcome for them than if the matter proceeded to trial.

49 It also cannot be forgotten that the settlement was struck consequent upon an arms' length negotiation between the applicant and Carnival. The latter, it can be expected, is capable of looking after its own interests and not paying more than it believes it ought to, taking into account both legal and commercial factors. Despite some unease, the costs claimed by the applicant's solicitors can be regarded as being reasonable in the context where neither the applicant nor the class members were required to invest any of their own funds, nor endure the risk of an adverse conclusion to the litigation.

Orders

50 For these reasons, the orders made on the day of the hearing and which are replicated at the beginning of these reasons, were appropriate.

I certify that the preceding fifty (50) numbered paragraphs are a true copy of the Reasons for Judgment of the Honourable Justice Derrington.

Associate: 

Dated: 27 February 2025