



The Commonwealth

CSAT APL/ 22(No.1)

THE COMMONWEALTH SECRETARIAT ARBITRAL TRIBUNAL

IN THE MATTER OF:

CARMALINE BANDARA

Applicant

and

THE COMMONWEALTH SECRETARIAT

Respondent

Before the Tribunal constituted by

Mr Christopher Jeans QC, President; Justice Seymour Panton O.J., C.D, member and Justice Sandra Mason QC, member.

JUDGMENT

Introduction and overview

1. Carmaline Bandara served the Commonwealth Secretariat with distinction for 40 years.
2. She worked in administrative roles. She was promoted many times.
3. For the last 20 years of her employment she worked in the Political Affairs Division. She excelled.
4. She took on some extra duties which were well above her grade. She excelled in performing these duties also
5. In later years the Secretariat paid her a special allowance for undertaking these higher grade duties.
6. Such allowances are designed to provide small temporary supplements to salary for a finite period to cover short term needs. More typically they might be given , for example, to a junior staff member who undertakes some tasks previously done by a departing boss whose replacement is awaited
7. In Ms Bandara's case the allowance had two striking features: its amount and its duration.
8. For Ms Bandara the allowance was no minor supplement. It increased her pay by around a third.
9. Nor was it, in the end, for a short, finite period. It was ultimately to last "until further notice" and ran, as things turned out, for a period of years.
10. Meanwhile Ms Bandara's job was being re-evaluated to include the extra duties under the Secretariat's job evaluation scheme.
11. When the re-evaluation was put into effect the salary applicable to Ms. Bandara's new grade fell slightly below the base salary she had been receiving. In these circumstances the Secretariat's policy was to allow the employee to retain his or her old base salary level.
12. But what about the allowance?
13. From the Secretariat's perspective it made sense to withdraw it and they did. Her job had been reassessed to subsume the higher duties. The duties were therefore no longer "extra". They were part of

the job. So the question became: why should the Secretariat pay an additional allowance for them?

14. From Ms Bandara's perspective this was a disaster. Because the allowance had for a long time comprised such a large part of her pay (and because of personal circumstances) she had come to depend on it. She was facing a drop in pay of about a third - and all because her job had been re-evaluated in order to reflect the additional duties.

15. No wonder, then, that in these proceedings Ms Bandara has sought to question the nature of the allowance, whether it was capable of being withdrawn, whether the evaluation can be attacked and whether she should have been promoted to some higher position.

16. The Tribunal's function, of course, is to apply the law.

17. Before doing so, we set out the facts in more detail.

The facts in detail.

18. It was in October 1973 that Ms Bandara (to whom we will refer at times as "the Applicant") joined the Commonwealth Secretariat ("the Secretariat" or "the Respondent"). She began as a shorthand typist. Over first twenty years of her employment she was promoted many times, through various levels of secretarial jobs to wider administrative roles. Since 1993 she has worked in the Political Affairs Division ("PAD").

19. The application to the Tribunal annexes Ms. Bandara's appraisals from 2002. They show, amongst other things how highly she was regarded. Her Director, at that time Mr Neuhaus, variously describes her as being known for "excellent service", an employee on whom "the whole Secretariat relies", an "excellent team player" who is very "respected and popular" and, tellingly, as a "rock"

20. The appraisals show that from around 2002 onwards she took on, in addition to her normal administrative responsibilities, responsibility for producing conference documentation for the Commonwealth Heads of Government Meeting ("CHOGM"). We refer to these responsibilities as "the CHOGM duties". They had previously been performed by Christine Wright, Senior Conference Officer who retired in 2001. The 2006 appraisal describes Ms Bandara's performance of the CHOGM duties as "particularly outstanding".

21. Following the retirement of Sharaf Sharfuddin, Special Adviser and Head of Europe/Asia section in 2007 Ms Bandara took on the responsibility he had previously discharged for vetting archival reviews at the Secretariat ("the Archival Review duties").

22. On 29th February 2008 Ms Bandara applied for a Higher Duty Allowance. Both the CHOGM duties and the Archival Review duties pertained to a higher grade than the Grade "L" at which Ms Bandara was by 2008 employed. She sought additional remuneration for doing work at the higher level.

23. In order fully to understand the seeds of the problem which was to unfold it is necessary at this point to say something about Ms Bandara's grading and salary level. As we see from a note she later submitted (at the back of Annex 38 to her Application) her job had been evaluated in 2004 under the Price Waterhouse Cooper (PwC) job evaluation study. It had been allocated grade "L" in the 2004 study; but the pay for grade L was substantially below the level she had been receiving in 2004. Her then pay was at a level which corresponded to the higher grade of "I". As part of the arrangements in 2004 her pay was therefore protected at the 2004 level (£33,120) and she did not suffer the reduction to £25,640 at which Grade L was then set.

24. On 28th May 2008 Mr Neuhaus wrote to Ms Oyas, Head of Human Resources setting out his

recommendation that the Applicant receive a Higher Responsibility Allowance.

25. Under Rule 52 of the Staff Rules, incorporated into the contracts of employment of all staff members, a Secretariat employee is “eligible” for a higher responsibility allowance (“HRA”) where she or he is “required to undertake duties and responsibilities conspicuously greater than the staff member’s own grade for a continuous period of not less than 3 weeks”. The amount of the allowance is to reflect the “percentage of duties and responsibilities of the higher grade being undertaken”.

26. Mr Neuhaus’ request focused on the demands of the CHOGM and Archive Duties in a specific forthcoming period : June to November 2008. It states that these tasks will involve “much higher responsibility than is reflected in her current task list or pay point level” The memo also alludes to the fact that Ms Bandara was Graded L but on a protected salary.

27. Approval was then sought by Nike Ajibowo, HR Officer, from Mrs Masire-Mwamba, Deputy Secretary General on 12th June 2008. The request focussed on the Secretariat’s needs “in the next 6 months.”

28. The request was duly approved for the period of 1st June to 30th November 2008 at pay point H.

29. It appears that Ms Bandara was paid an HRA reflecting the whole of a grade H job. This was despite the fact that the extra duties did not comprise the whole of her job and had not comprised the whole of anyone else’s job. We are not in any way criticising the generosity of the allowance. But it raised her pay by about a third. So its loss would be keenly felt.

30. In November 2008 Mr Neuhaus recommended that the HRA be extended to May 2009.

31. In the event payment of the allowance was extended to March 2009 but then terminated. The email extending it for four months was copied to Ms Bandara

32. On 9th June 2009 Mr Amitav Banerji, who had succeeded Mr Neuhaus as Director of PAD, wrote to Ms Oyas seeking reinstatement of the HRA. He expressed agreement with Mr Neuhaus’ view that Ms Bandara “performs duties of a level that is belied by her actual pay-point.”. However he continues: Where I differ from my predecessor is in the opinion that these higher-level duties are temporary or time-bound, which formed the basis of his recommending HRA for two six months periods so far...”

33. No renewal of HRA was, however, forthcoming in 2009.

34. Meanwhile a further PwC job evaluation process, to be directed at a limited number of jobs, was to be undertaken. Reference was made to it at a “Town Hall” meeting on 30th July. The actual evaluation of jobs was undertaken in the week 5th to 9th October 2009, although implementation of the results did not occur until 2012.

35. An “all staff” email of 5th October 2009 recorded (emphasis added):

“HR has already requested Directors to confirm the respective job descriptions for the posts that are being evaluated. It would help if the job descriptions submitted reflected the actual tasks as they are being performed currently, approaching each task from the perspective of what is being done, the purpose for which it is being done...with what outcomes in mind. Some staff, as well as their managers, may be requested by the panel to appear before it to offer clarification on relevant posts..”

36. Ms Bandara’s post was one of those put forward for evaluation in October 2009. True to the request from HR , the job description submitted reflected her actual tasks including specifically the CHOGM and Archival Review duties. It appears that she was not asked to attend the panel for clarification of her role.

37. It is apparent from a contemporaneous handwritten note from Ms Bandara to Mr Banerji (Annex 36 to the Application) that Ms Bandara was involved in preparing the description. That note also shows that she was concerned that the job description submitted showed the Grade as L. This was the grade currently assigned her job under the 2004 evaluation; but she was worried that the job evaluation team might not appreciate that her protected pay level corresponded to grade I. Her actual salary was inserted on the job description form next to the reference to Grade L.

38. We interpolate here that the role of the evaluation team was to assess the relative demands entailed by her job with a view to determining where it ranked against other jobs. It would not have been making that judgment on the basis of previous gradings or salary levels but by reference to the intrinsic demands of the job.

39. With the hindsight available to the Tribunal it can be seen that (whilst entirely logical and proper) submitting the job description which included the additional CHOGM and Archive Review duties was a perilous course from Ms Bandara's perspective.

40. On the one hand the additional duties would tend to enhance the overall demands of the job and point towards a higher grade. On the other hand, Mrs Bandara's existing grade L reflected the view of the 2004 evaluators that her other duties ranked much lower and there could be no guarantee as to the precise grade which an amalgam of higher and lower duties would produce. More particularly, as events would show, given the fact that Ms Bandara was already on a protected salary, even an evaluation which took the job a slightly higher grade would not raise her actual basic salary at all. However any claim to HDA would be difficult to sustain once the additional duties were part of the basic job for which she was being paid. So there was a risk that including the additional duties in the job to be re-evaluated would result in a drop in pay, even with an increase in grade. Indeed, as we understand it, this would eventuate unless the whole job was evaluated at the grade (H) for which she was receiving the allowance.

41. When on 19th October 2009 Mr Banerji sent a memo to HR pursuing the Applicant's case for the re-instatement of HRA, we suspect that he was conscious of this danger. Clearly keen to support her as a valued member of his team he concluded (emphasis added)
“..I would strongly urge that the re-evaluation exercise be delinked from the issue of HRA , for which a solid case already exists. I therefore reiterate my request to you...to pay HRA to Mrs Bandara retrospectively from 1 April 2009.”

42. After a further communication (30th October 2009) had not produced the re-instatement of HRA Ms Bandara registered a grievance on the matter on 11th November 2009.

43. Attempts by Ms Bandara to obtain any response to her grievance proved unavailing until, in May 2010 she secured the involvement of Assistant Secretary General Steve Cutts.

44. Ms Bandara sent Mr Cutts a background paper and met with him on 12th May 2010. Her note of the “very cordial and pleasant” meeting (Annex 40 to the application) records his support for the re-introduction of the allowance.

45. The allowance was accordingly re-instated at the level of 100% of Paypoint H with retrospective effect from 1st April 2009. This meant receiving total pay of £45,457 as against the £33,120 protected salary otherwise applicable to her. In other words the HRA was £12,337, a little over a third of her basic salary.

46. The memo dated 20th May 2010 recording that decision states that the allowance was to continue “until further notice”. We find that both the indefinite element in this arrangement and the fact that it could be ended by further notice must have been at least implicit in the discussions between Ms Bandara and Mr Cutts. On the one hand HRA is, not, its nature, a permanent allowance and we do not consider

that Mr Cutts could reasonably be understood as promising either that the allowance or the duties would always continue. On the other hand there was no suggestion that, on this occasion, it would continue for a specific finite period only.

47. The allowance continued to be paid until it was announced in July 2012 that the findings of the 2009 job evaluation had been approved.

48. The upshot of that evaluation was that Ms Bandara's grade went up from K to L. However, no doubt because her pay had been fixed as a result of protection in 2004, well above the level applicable to grade L, the higher grade of K did not secure an increase in basic salary. In fact it would have entailed a slight decrease (by £795 per annum) but for the Secretariat's pay protection policy which enabled her to retain her existing protected salary.

49. Having re-graded the job by reference to the additional duties however the Secretariat saw no need to continue the HRA. The duties were now covered by the salary. HR formally notified Ms Bandara on 17th July 2012 that HRA payments would cease "from 1 July 2012.", the date when the new evaluations and re-gradings were to be regarded as effective.

50. The loss of the HRA was a serious matter for Ms Bandara, because of its size and because her personal circumstances were such that she had come to depend on it.

51. Ms Bandara then embarked on a further grievance process in an attempt to have the HRA re-instated.

52. The detailed course of the grievance process was not a happy one. Records of interviews were not retained and the Respondent initially chose not to disclose the report of the investigator Mr Mahmood Noman, though it has subsequently done so in response to Ms Bandara's Application.

53. We do not think it necessary, for the purposes of decisions we have to make, to track the various stages of the grievance but some findings are necessary.

54. The Report from Mr Noman dated 15th February 2014 was critical of management in general for not taking the Applicant's complaints seriously enough and for not communicating better but concluded that the withdrawal of the allowance was within the Staff Rules.

55. On 4th March 2013 these conclusions were communicated in writing by Mr Cutts, recording a commitment to "learn lessons" about "responsiveness in future cases" Needless to say, this was not the relief she was seeking.

56. Mr Noman, in his report (and Mr Cutts in announcing the outcome to Ms Bandara on 4th March 2013) based conclusions on the assertion that Ms Bandara had been told that the HRA would continue only until the outcome of the 2009 job evaluations were known. At paragraph 2.18 of its additional statement the Respondent specifically accepts that there is no evidence to support this.

57. Ms Bandara appealed to the Secretary General on 15th March 2013. He subsequently met with her. By letters dated 26th April and 7th May he directed that, having regard to shortfalls in communication, she be paid the amount of the allowance in full from 1st July 2012 (the date from which it had ceased) until 30 April 2013 but that the additional duties should be reassigned to other staff.

58. The letter of 26th April 2013 may have been intended to be "off the record". It refers to the proposal being made on "a without prejudice basis" but this is not a case where "without prejudice privilege" would apply.

59. The letter states that the solution of paying the allowance to April 2013 whilst releasing the responsibilities for the future

“would seem to me to ensure that you have been compensated for the time you claim to have been uncompensated and hence redress any concerns that you have, whilst also releasing you from having to perform the work you state you have been doing, apparently “under protest”, since the HRA was previously discontinued. I do so on a without prejudice basis.”

60. The language here is unfortunate. There was no doubt that Ms Bandara had been doing the duties and had been uncompensated, in the sense that the allowance had stopped. She was not merely saying she had done the work or claiming to have been uncompensated. More broadly she had an obvious concern about losing the allowance for the future which the solution would not address. Her real objection was not to doing the additional duties but to the loss of the allowance.

61. The letter of 7th May 2013 sets out the Secretary-General’s solution without the slightly tendentious undertones of the 26th April letter and with no suggestion that the matter was “without prejudice”.

62. The sum due was eventually paid but it does not reflect well on the Secretariat that the money was withheld until late September 2013 whilst legal advice was taken (see the correspondence at Annex B to the Reply).

63. We have been informed by the Secretary to the Tribunal that on 30th June 2014 Ms Bandara left the employment of the Respondent on a voluntary severance package.

64. Ms Bandara filed her Application with this Tribunal on 20th May 2013. In her pleas she seeks an order that she be given a permanent promotion with retrospective effect to June 2009 (and permanent remuneration from that date) at Grade H. She also seeks compensation, interest and costs.

65. She sought an interlocutory injunction restraining the redistribution of her duties but this was refused by the President for the reasons given in his decision on 2nd August 2013.

THE ISSUES

66. We do not propose to set out the extensive arguments which have helpfully been set out by the Claimant in her Application Reply and in two Additional statements or those of the Respondent helpfully set out in the Answer Rejoinder and Additional statement.

67. We would however pay tribute to the skill and thoroughness of the submissions on both sides, not least those of Ms Bandara, representing herself.

68. Rather than reciting the parties’ contentions we think it will be more helpful to move directly to what we see as the key issues in the case, noting the parties’ central arguments on these points as they arise.

69. It seems to us that the key issues are as follows:

- (1) What was the nature of the allowance and on what terms was it granted?
- (2) Did the Applicant enjoy a legitimate expectation that it would not be removed and if so was that expectation unjustifiably broken?
- (3) Was she entitled to a permanent promotion?
- (4) Was the Respondent precluded from lawfully reducing her pay ?
- (5) Is she entitled to complain about the job evaluation?
- (6) Is there any infringement of the principle of equal pay for equal work?
- (7) Did the Secretary-General act unlawfully in directing the re-distribution of the additional duties?
- (8) What remedies if any, follow?

70. A number of these questions are inter-related. The answer to some questions will therefore shorten

our answers to others.

(1) Nature and terms of the allowance.

71. It is clear from our findings of fact that the allowance which was sought for Ms Bandara and awarded to her was a higher responsibility allowance ("HRA") provided pursuant to Rule 52 of the Staff Rules, quoted above.

72. Ms Bandara was clearly aware that this was the basis of payment: see for example the notification to the Applicant (at Annex 27) extending the allowance to March 2009. This is headed "HIGHER RESPONSIBILITY ALLOWANCE" and explains, in line with Rule 52 that what is being awarded is a percentage (100%) of the salary commensurate with the higher duties. The communications by her successive Directors to have the payment extended or re-instated and the relevant notifications from the Secretariat all treat the allowance as an HRA. There is no basis for saying that it is anything else.

73. Ms Bandara seeks to argue, in effect, that an HRA is in its nature a short term allowance; that the allowance was, at least from the point of Mr Cutts' intervention in 2010, paid on an indefinite basis and that it therefore cannot be an HRA but must instead be regarded as having permanent status

74. Whilst it is no doubt correct that the HRA may be for a very short period - it can be paid where the duties are required for as little as three weeks - there is nothing in Rule 52 which requires that the Allowance be for any particular period or that it be limited in time. The source and nature of the payment does not change because it continues for years, or indefinitely.

75. It was never suggested by the Secretariat that Ms Bandara was being temporarily promoted. In so far as Ms Bandara suggests that indefinite or long term payment of HRA entails, or is tantamount to, temporary promotion we disagree. The HRA simply involves additional payment for particular duties "conspicuously" beyond the employee's grade; it does not change the employee's grade or reclassify the employee's pre-existing duties as pertaining to a higher grade.

76. In accordance with our findings of fact above, the HRA was, after Mr Cutts' intervention in 2010, payable "until further notice". This meant that it could be curtailed on notice. He did not, on our findings, give any assurance that the HRA, or the duties, would never be withdrawn.

77. The Respondent has properly accepted that there is no evidence to support Mr Noman's finding that Ms Bandara was told that the payment would be withdrawn on implementation of the 2009 job evaluation scheme. Nonetheless we have concluded that it was capable of withdrawal on notice. The implementation of the 2009 job evaluation scheme was an obvious point for such notice to be given.

78. An HRA is in its nature an impermanent allowance. Why would the Secretariat continue it after the relevant duties had become part of the evaluated job for which a salary was being paid? Why, in other words, would it pay an extra duty allowance for duties which were no longer "extra"?

79. We conclude that the payment was an HRA which could be and was lawfully withdrawn in the events which occurred.

(2) Legitimate expectation and related issues

80. Having concluded that the allowance could be withdrawn on notice and that the implementation of the 2009 job evaluation was an obvious point for such notice to be given, there is no scope for holding that there is any legitimate expectation that it would not be withdrawn on that very event.

81. There is a possible case for saying that it was in the circumstances implicit that "notice" of withdrawal of the HRA entails "advance" notice and that the withdrawal would not be preemptory or

immediate, still less retrospective (as it was by a matter of weeks). So it might be argued (though Ms Bandara does not take this point specifically) that she was entitled to say a month's "advance" notice from the announcement in July 2012 of the decision in principle to withdraw the allowance. However, the payment, pursuant to Secretary-General's decision of the whole of the allowance for the whole period down to April 2013 eclipsed any possible claim to be paid the allowance for, say, an extra month in summer 2012.

(3) Permanent Promotion

82. There is no basis, on our findings of fact, for finding that Ms Bandara had been or was entitled to permanent promotion. She was employed at Grade L, latterly re-graded as K, on a protected salary but she was never offered nor entitled to be offered a job at grade H.

83. The fact that she received extra payment under rule 52 for undertaking some Grade H duties did not alter her grade nor did it entitle her to promotion, permanent or otherwise.

(4) Unlawful reduction of pay?

84. We reject the argument that there is any general principle of international administrative law that total pay can never be reduced. It is implicit in the award of a temporary allowance that it may be withdrawn and that total pay will then go down. There is nothing unlawful about that.

85. The case of Pinto (WBAT Reports 1988 Part 1 Decision no 56) on which the Applicant relies, was one in which specific internal rules of the respondent employer were infringed by a failure to apply salary increases to a "frozen" salary. It does not lay down any principle that allowances must be maintained indefinitely, irrespective of the terms on which they were conferred.

(5) Is the Claimant entitled to complain about the job evaluation ?

86. The Applicant's problem would not have arisen if her job including the higher duties had been assessed at "H". She would then enjoy Grade H salary and would not need it as an allowance. However the job was assessed at K, with the salary consequences we have described.

87. We do not know what internal procedures were available to challenge the 2009 evaluations but it does not appear that any challenge was made.

88. In the course of her present claim the Applicant does however seek to impugn the 2009 evaluation of her job.

89. She argues specifically that the job evaluation panel should have been made aware that the Archive Vetting and CHOGM Duties were grade H duties and that the panel was, or may have been, misled by the fact that "Grade L" appeared on the job description submitted.

90. With respect, we think that Ms Bandara, has here misapprehended the nature of the exercise undertaken by a job evaluation panel. Such a panel is specifically not concerned with current gradings, allowances paid for particular duties, or where the job sits at present in the hierarchy. It is concerned with the demands of the job as a whole and how that whole job should be ranked for the future. So we do not consider that the panel should or would have been interested in the grade associated with the current job or with the grade associated with additional duties. This concern is misplaced.

91. Nor can it be maintained, as the Applicant has suggested, that the 2009 panel was bound to interview Ms Bandara. Job evaluations are frequently, indeed typically, conducted without any interview between

job-holder and panel. The panel here clearly reserved the right to speak to job-holders or managers for clarification but it does not follow that they were remiss, let alone legally in error, in not discussing the Applicant's job description with her. It was for them to decide whether clarification was needed from the Applicant. The presence of Ms Bandara's existing grading on the job-description was not a matter which would require discussion. As stated above, it would not have been relevant to the panel's deliberations at all.

92. There is nothing to suggest that the job evaluation panel failed in any respect to do its job properly.

93. Job evaluation was a matter for the panel and the decision whether to implement it was one for the Secretariat as employer. Even if it were a decision for us, we have no basis whatever for concluding that some different grading ought to have been assigned to the Claimant's job.

(6) Equal pay

94. Ms Bandara invokes (paras 122-119 of her Application) the principle of equal pay for equal work.

95. We do not see this principle as having any application to her case. There is no person of either gender she identifies as doing the same work for greater pay and there is no suggestion (and nor can we see any basis for a suggestion) that she would be paid differently but for some characteristic protected by law, such as her gender or race.

96. The question whether her pay was the correct pay for her job is therefore a function of the grade at which she was employed, the relevant pay protection arrangements and the terms on which allowances were granted.

97. Equal pay does not come into the picture.

(7) Re-distribution of duties

98. The Applicant complains about the Secretary-General's decision to redistribute her additional duties.

99. There is some artificiality about this aspect of her complaint once it is divorced from her claim to retain Grade H remuneration, the loss of which remains her core grievance.

100. We can however understand a contention that once the duties were accepted part of the job pursuant to the 2009 re-evaluation and ceased to be additional duties for payment purposes, it was not for the Secretariat to re-assign them.

101. However, as the Respondent points out by reference to the EU case of *Kruse v EC Commission Case no 218/80* an employee in international administrative law is assured only of having duties corresponding to her or his grade and post and cannot insist on retaining particular functions (at least, we would add, in the absence of special agreement or special circumstances). It is not therefore a breach to remove certain duties as long as there remain duties which reasonably pertain to the grade and post. There is no doubt here that Ms Bandara retained duties appropriate to her grade and post.

102. There is a separate question whether the Secretary-General's decision to re-distribute the duties entailed an abuse of power.

103. We have commented above that the Secretary-General's first decision letter of 26th April 2013 is in slightly tendentious terms. Its terminology is not sensitive to the central concern of an exceptionally long-serving employee about her future remuneration

104. However we have to consider the substance of his decision.

105. We do not consider that it can fairly be characterised as an attack on the Applicant for asserting rights, as she has suggested. Rather, it is an attempt at finding a balanced solution in circumstances where the Secretariat was entitled to bring the allowance to an end.

106. The facts remained that

(i) Ms Bandara had been well remunerated for the additional duties (being paid the full 100% of a Grade H salary even though they did not represent a “whole” Grade H job) for the whole period since the HRA had started;

(ii) the Secretary-General’s decision meant she would receive additional remuneration beyond the time when it had been (as we have found) legitimately withdrawn; and

(iii) whilst she continued to perform the additional duties there was likely to be an ongoing dispute about payment which would take up time and resources.

107. In the circumstances there was no abuse of power in withdrawing the duties, the right to additional payment (her principal concern) being already at an end.

CONCLUSION

108. We dismiss the Applicant’s claim.

109. No issue as to remedy therefore arises.

COSTS

110. There shall be no order as to costs.

Given this 18th day of July, 2014.

Christopher Jeans QC, President

Judge Seymour Panton Judge Sandra Mason