

IN THE SUPREME COURT OF NEW ZEALAND

SC 30/2015
[2016] NZSC 65

BETWEEN
DEREK NICHOLAS BLACKWELL
AND CHARLES BASIL BLACKWELL
AS EXECUTORS AND TRUSTEES OF
THE ESTATE OF ROSS WINSTON
BLACKWELL
Appellants

AND
EDMONDS JUDD
Respondent

Court: Elias CJ, William Young, Glazebrook, Arnold and O'Regan JJ
Counsel: C T Gudsell QC for Appellants
M R Ring QC and J R Parker for Respondent
Judgment: 15 June 2016

JUDGMENT OF THE COURT

- A The application for recall is dismissed.**
B Costs of \$1,000 are awarded to the respondent.
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REASONS

(Given by Glazebrook J)

[1] On 10 May 2016 the appellants filed a memorandum indicating that a dispute had arisen between the parties as to the interpretation of [87] of this Court's judgment of 22 April 2016. They sought clarification of the meaning of that paragraph, which reads:¹

¹ *Blackwell v Edmonds Judd* [2016] NZSC 40.

The appellants, in their statement of claim, sought interest on the judgment sum pursuant to the Judicature Act 1908. We consider it appropriate to award interest at five per cent (the prescribed rate pursuant to s 87(3) of the Judicature Act) on the judgment sum from the date of settlement by the Chicks of the purchase of the farm.

[2] By minute of O'Regan J of 16 May 2016, the Court said that it intended to treat the memorandum of 10 May 2016 as an application to recall the judgment. The respondent was given the opportunity to file submissions on the application and it was indicated that the Court would deal with the matter on the papers.

[3] The appellants interpret the words "from the date of settlement by the Chicks of the purchase of the farm" as referring to the date the purchase would have been settled but for the High Court proceedings: 30 April 2010. They submit that this conclusion follows from the context of the judgment as a whole and in particular [84]–[85] of the judgment. It also follows from the fact that they did not receive the judgment sum of \$1m on 30 April 2010 as they would have done in the absence of the respondent's negligence.

[4] The respondent interprets the words "from the date of settlement" as referring to the date on which settlement of the transaction was formally completed. It is submitted on behalf of the respondent that paragraph [87] of the judgment is clear and unambiguous. There is therefore no reason to recall the judgment.

[5] We accept the respondent's submission. The wording of the judgment is clear and it has the meaning the respondent contends. We comment that the appellants retained ownership of the farm until the transaction was actually settled and that, as the respondent points out, no submissions on interest were made at the hearing of the appeal.

[6] For the above reasons the application for recall is dismissed. Costs of \$1,000 are awarded to the respondent.

Solicitors:
Brent Kelly & Associates, Te Awamutu for Appellants
Morrison Kent, Wellington for Respondent