FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**MAN/00CY/LSC/2019/0102**
HMCTS code (audio, video, paper)	**:**	**P:PAPERREMOTE**
Property	**:**	**Apartments 34 and 48 Millroyd Mill Brighouse HD6 1PB**
The Applicant	**:**	**Mrs Sandra M Sollitt**
The Respondent	**:**	**Millroyd Island Management Company Limited**
Type of Application	**:**	**Landlord and Tenant Act 1985 – s 27A** **Landlord and Tenant Act 1985 – s 20C** **Commonhold and Leasehold Reform Act 2002 – Paragraph 5A of Schedule 11**
Tribunal Members	**:**	**Judge J.M. Going** **J. Faulkner FRICS**
Date of Deliberations	**:**	**11 January 2021**
Date of decision	**:**	**17 January 2021**

DECISION

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Covid -19 pandemic: description of hearing:

This has been a remote hearing on the papers which has not been objected to by the parties. The form of remote hearing was P:PAPERREMOTE. A face to face hearing was not held because no one requested the same, it was not necessary nor practicable, and all the issues could be determined on the basis of the papers. The documents that the Tribunal was referred to were in the Application, those supplied with it, the Applicant's bundle, the Respondent's bundle and the Applicant's responses, all of which the Tribunal noted and considered.

The Decision made by the Tribunal is set out below.

DECISION

The Tribunal found that:-
(1) the amount payable within the service charges for the costs of the buildings insurance in respect of Apartments 1 -129: –
(a) for the period from 1 April 2019 to 31 March 2020 shall be limited to £54,000, and
(b) for the 9-month period from 1 April 2020 to 31 December 2020 shall be limited to £37,400, and
(2) the amounts payable by Mrs Sollitt for Apartment 34 and Apartment 48 respectively shall be adjusted accordingly by applying the percentage shares due from her as referred in paragraph 38 below
(3) MIMCL be precluded from including the costs of the present proceedings within the Mrs Sollitt's service charges or as an administration charge, and
(4) there be no further order for costs.

Preliminary and factual background

1. The Applicant (Mrs Sollitt") applied on 26 November 2019 to the First-Tier Tribunal Property Chamber (Residential Property) "the Tribunal" under section 27A of the Landlord and Tenant Act 1985 ("the 1985 Act") for a determination as to whether service charges in respect of the Property are payable and/or reasonable. The Application concerns the sums demanded by the Respondent ("MIMCL") for the 2019 and 2020 service charge years in respect of buildings insurance premiums relating to those parts of the development of which the property forms a part.

2. The Application also included separate applications under Section 20C of the 1985 Act and Paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") for orders preventing the costs incurred in connection with these proceedings from being recovered as part of the service charge, and to reduce or extinguish any liability to pay an administration charge in respect of litigation costs.

3. The Application referred to the freeholder as the respondent, but after a review of the terms of the Headlease it became apparent that there was no direct contractual relationship between Mrs Sollitt and the freeholder. Mrs Sollitt was directed to identify and name the correct respondent which she did, and the Application was thereafter able to proceed.

4. The Tribunal issued Directions on 11 August 2020, stating that the matter would be dealt with on the basis of written representations and documentary evidence without the need for an oral hearing, unless either party requested the opportunity to make oral representations. Neither party requested an oral hearing.

5. The parties provided written submissions with their statements of case which were copied to the other. The papers also included copies of the Headlease and the Underlease relating to 1 of Mrs Sollitt's 2 separate Apartments within an 8-storey former mill converted into a total of 136 Apartments in or around 2003 and 2004.

6. A 999-year term Headlease by the then freeholder relating to the site of what would become Apartments 1 – 129 ("the main part of the Estate") was completed on 28 April 2004. Some of its provisions (including those relating to insurance) were later varied. Subsequent references to "the Headlease" relate to its provisions as varied.

7. Each of the said Apartments was to be demised in similar terms for the same 999-year term less one day by means of a common form of Underlease ("the Underlease").

The relevant terms of the Headlease and the Underlease

8. The Headlease states that: –

" 1.1 The following words and expressions mean

......

Insured Risks: fire, lightning, aircraft and other aerial devices, explosion, earthquake, storm, flood, escape of water or oil, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental breakage of glass and sanitary ware, accidental damage to underground services and any other risks that the Tenant considers appropriate at any time subject to the exclusions, excesses and limitations that are applicable to any relevant insurance policy at any time and excluding any risks which are refused by the Tenant's insurers at any time

......

3. **Tenants Covenants**

The Tenant hereby covenants with the Landlord to observe and perform the obligations on its part set out in Schedule 3

......

Schedule 3

……
4. **Insurance**

4.1 To keep all buildings for the time being erected or to be erected on the Property fully and comprehensively insured in the joint names of the Landlord and the Tenant against the Insured Risks to their full replacement value (as confirmed from time to time by a valuer nominated by the Landlord whose reasonable fees shall be payable by the Tenant) with an insurance office of repute and an insurance agency as nominated by the Landlord from time to time and shall produce to the Landlord on demand the policy or policies of such insurance and the receipt of the latest premiums due from time to time and shall rebuild the said buildings whenever destroyed or damaged applying all monies received by virtue of any such insurance in the first place towards such rebuilding
….
4.3 if the Tenant does not maintain the insurances required by this subclause the Landlord may do so and the Tenant shall repay to it on demand all monies spent by it in doing so….”

9. The Landlord as referred to in the Headlease was the freeholder, and is now GRIF051 Ltd (“GRIF051”). The Tenant as referred to in the Headlease is the Landlord in the Underlease, and is now MIMCL.

10. Clause 3 of the Underlease states that: –

“The Tenant covenants with the Landlord: –
…..
3.1.2 to pay the Service Charge to the Landlord as additional rent ”

11. The Introduction to the Underlease confirms that: –

“**the Service Charge**” means the monies payable by the Tenant for the provision of the services in accordance with Schedule 4;…
“**the Tenants proportion**: (i) 0.872% in respect of the Expenditure relating to part B of Schedule 4…PROVIDED THAT the Landlord shall have the right acting in the interests of good estate management to make fair and reasonable allowances in such calculation for the differences in the insurance of or the repairs services and facilities provided or supplied to any premises in the Building or on the Estate or adopt such other method of calculation of the proportion of Expenditure attributable to the Premises as it considers to be fair and reasonable in the circumstances ”

12. Clause 4 **Landlord’s Covenants** states that: –

“The Landlord covenants with the Tenant: –
…..
4.3 **Headlease**
To pay the rent reserved by the Headlease and, by way of indemnity only, and subject to the Tenant complying with its obligations under this Lease, to observe and perform, so far as the Tenant is not liable to do so under the terms of this Lease, the lessee’s obligations under the Headlease…

....
4.5 In respect of the policy of insurance maintained by the Landlord pursuant to the terms of the Headlease to produce to the Tenant whenever reasonably requested to do so a copy of the policy and of the last premium renewal receipt or reasonable evidence of the terms of the policy and the fact that the last premium has been paid"

13. **Schedule 4 - The Service Charge** states: –
" 1. In this schedule unless the context requires otherwise the following words and expressions mean:
the Services: the services listed in paragraph 5 of this schedule
the Expenditure: all costs and expenses and outgoings whatsoever reasonably incurred by the Landlord in providing or procuring the provision of all or any of the services in respect of the Estate....
the Tenants proportion: has the meaning ascribed to it in clause 1.1
...
Part B
5. The services
.....
5.18 Complying with the terms of clause 4.3 (save in respect of the payment of any rent reserved) but only in so far as they relate to the lessee's obligations under the Headlease"

Mrs Sollitt's and MIMCL's submissions

14. Mrs Sollitt submits that the Buildings Insurance is excessively expensive and significantly higher than the market price for like for like insurance, and that as a consequence she has been paying approximately £190 more than she should have for each of her two flats in each of the two service charge years to which the Application relates.

15. She noted that the annual insurance premium charged to the main part of the Estate had risen significantly since 2015 when it was approximately £30,930 to a figure initially proposed in 2020 would have equated to an annual premium of £82,505.

16. In 2019 the Buildings Insurance Premium arranged by GRIF051 amounted to £76,203. What was said to be a like for like quotation in the sum of £49,779 was obtained by MIMCL's managing agents Watson Property Management ("Watson") with Allianz as the insurer.

17. Both Mrs Sollitt and MIMCL contend that the buildings insurance should be arranged by MIMCL not GRIF051, but that in practice the policy has been arranged by GRIF051 which has then passed on the charge to MIMCL.

18. Watson for MIMCL confirmed "Historically we have received an invoice from the freeholder's agents for the buildings insurance and applied the invoice to the service charge as required within the terms of the leases. We have provided quotes to the freeholder's agents and asked that the premium

be reduced to that of our quote. The freeholder's agent didn't agree that the quote provided was like for like quote as the one provided had higher excesses for certain losses. The difference in excesses in our opinion was negligible and wouldn't have increased the premium to the amount advanced. During 2019 we disputed the invoice until the management company instructed us to pay the invoice. We received an invoice for the premium which became due 1 April 2020 on 27 March 2020 of the sum of £61,879 for a nine-month period to bring the insurance in line with the rest of the freeholder's portfolio. Watson supplied a quote in the sum of £49,783 for the 12 months on 25 February 2020, the freeholder's agent eventually replied on 27 March 2020 again stating the quote wasn't like for like. Since March we have disputed the charge which has resulted in the freeholder's agent agreeing to a reduction to £45,074 for nine months, equivalent to £60,09 for 12 months. The freeholder has always instructed the same broker to deal with insurance a company called Locktons. If the freeholder instructed the Man co to also use Locktons as is required by the terms of the lease this would surely result in same premium being charged – this charge is then applied to the service charge and charged in accordance with individual leases."

19. Mrs Sollitt broadly agreed with a number of points made in MIMCL's statement of case but questioned as to how far Watson in preparing the same had consulted with MIMCL. She also highlighted her understanding from MIMCL's directors that GRIF051's "agent refused to discuss details about the policy directly with Watson as GRIF051 was considered to be the client and it was in their opinion the right of GRIF051 to determine which policy would be used. MIMCL have tried unsuccessfully, via Watson and directly, to get this changed but Locktons refused to deal with anybody but GRIF051. GRIF051 also refused to speak directly to MIMCL or Watson…"

20. Mrs Sollitt disagreed with any contention that the alternative quotes were not "like-for-like" and maintained that "the areas specified under the Headlease are equally covered". She also produced a comparison spreadsheet where the items requiring cover under the Headlease were highlighted and noting her opinion that the items that had higher excesses are those that have limited or no value to the property insured.

21. Her contention was that MIMCL and Watson as its agent should have challenged this in sufficient time to secure alternative quotations.

22. In summary her view remains that MIMCL "permitted the Landlord to put in place an insurance policy with excessive and unfair pricing which should not be passed on to the individual apartment owners. Watson acting on behalf of MIMCL should have insisted on arranging the insurance as per the Headlease and as such would have been able to secure a more competitive policy aligned to the market rate."

23. Mrs Sollitt did not agree with Watson/MIMCL's contention that if MIMCL had dealt with Lockton's with MIMCL as the client they would have simply been charged the same premium.

The Law

24. Section 27A of the 1985 Act provides that:-

"(1) An application may be made to the appropriate Tribunal for a determination whether a service charge is payable and, if it is, as to:-
(a) the person by whom it is payable,
(b) the person to whom it is payable,
(c) the amount which is payable,
(d) the date at or by which it is payable, and
(e) the manner in which it is payable.
(2) Sub-section 1 applies whether or not any payment has been made.....
(5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment."

25. Section 18 states that: –

"(1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent –
(a) which is payable, directly or indirectly for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
(b) the whole or part of which varies or may vary according to the relevant costs.
(2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.
(3) For this purpose –
(a) "costs" includes overheads, and
(b) costs are relevant costs in relation to the service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or an earlier or later period."

26. Section 19 of the 1985 Act confirms that :-

"(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -
(a) only to the extent that they are reasonably incurred, and
(b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard;
and the amount payable shall be limited accordingly.
(2) where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable, is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise."

27. Section 20C states that: –

"(1) a tenant may make an application for an order that all or any of the costs incurred, or to be incurred by the landlord in connection with proceedings before... the First-tier Tribunal... are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

… (3) the court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.”

28. Paragraph 5A of Schedule 11 to the 2002 Act states that: –

“(1) A tenant of a dwelling in England may apply to the relevant court or tribunal for an order reducing or extinguishing the tenant’s liability to pay a particular administration charge in respect of litigation costs.
(2) the relevant court or tribunal may make whatever order on the application it considers just and equitable.”

The Tribunal’s Reasons and Conclusions

29. The Tribunal began with a general review of the papers, in order to decide whether the case could be dealt with properly without holding an oral hearing. Rule 31 of the Tribunal’s procedural rules permits case to be dealt with in this manner provided that the parties give their consent (or do not object when a paper determination is proposed).

30. Neither party has requested an oral hearing and, having reviewed the papers, the Tribunal is satisfied that this matter is suitable to be determined without a hearing, and that the issues to be decided have been clearly identified in the papers enabling conclusions to be properly reached in respect of the issues to be determined, including any incidental issues of fact.

31. The documentation is persuasive in that it is clear and obvious evidence of its contents. Except where referred to, it is not been challenged and the Tribunal finds no reason to doubt the detail contained.

32. The Tribunal has studied Google’s street view in order to better understand the location, scale, general configuration of the Estate and to gain an idea of the outside of the development.

33. The Tribunal concluded, after considering the papers, that an inspection was not necessary.

34. Section 19 of the 1985 Act imposes a general requirement of reasonableness in relation to service charge expenditure.

35. The following principles, derived from decided cases, were helpful to the Tribunal in determining the meaning of the lease provisions and then making its decision as to what is reasonable: –

- the contra proferentem principle of construction which states that where words in an instrument are capable of more than one interpretation, the interpretation to be adopted is the one less favourable to the person whose interest it is. Or to put it another way ambiguous words should be construed against the party who provided the wording, in this case the Lessor or Landlord.

- the Tribunal must take into account all relevant circumstances as they exist at the date of the decision in a broad, common sense way giving weight as it thinks right to various factors in the situation in order to determine whether a charge is reasonable. London Borough of Havering v MacDonald (2012) 3 E.G.L.R. 49.
- whether costs are reasonably incurred is not simply a question of the landlord's decision-making process. It is also a question of outcome. The requirement that costs be reasonably incurred does not mean that the relevant expenditure must be the cheapest available, although this does not give a landlord a licence to charge a figure that is out of line with the market norm. The fact that the landlord has adopted appropriate procedures in incurring the costs does not mean that such costs are reasonably incurred if they are in excess of the appropriate market rate. Forcelux v Sweetman (2001) 2 E.G.L.R. 173.
- The Tribunal should consider the terms of the lease and the potential liabilities that are to be insured against; it should require the landlord to explain the process by which the particular policy and premium have been selected, with reference to the steps taken to assess the current market; and tenants may be able to provide evidence of alternative quotations from insurance cover, provided those quotations compare "like with like", in the sense that "the risks being covered (by the alternative quotations) properly reflect the risks being undertaken pursuant to the covenants contained in the lease". In other words the "like for like" comparison is between any alternative quotations and the lease, and not between the alternative quotations and the actual policy taken out by the landlord. Cos Services Ltd v Nicholson (2017) UKUT 382 (LC).
- There is a real difference between works or services which a landlord is obliged to carry out on the one hand, and optional improvements or extras which he is entitled to carry out on the other. Different considerations may therefore apply in relation to the assessment of reasonableness as between the two. The Court of Appeal in Waaler v. Hounslow LBC (2017) EWCA Civ 45 confirmed that no error of law had been committed where a Tribunal held that a landlord, who decided to carry out a scheme of works which went beyond what was required to effect a repair must take particular account of the extent of the interests of the lessees, their views on the proposal, and the financial impact of proceeding.

36. The Tribunal began with a careful analysis of the lease provisions.

37. By virtue of clause 3.1.2 and Paragraph 5.18 in Schedule 4 in the Underlease each Apartment is obliged to contribute an appropriate percentage of the Insurance premiums as part of the Service Charge provisions.

38. The Statements of Account show that Mrs Sollitt is due to pay a 0.8047 percentage share in respect of Apartment 34 and a 0.7912 percentage share in respect of Apartment 48 for the years in question.

39. Under the terms of paragraph 4.1 of Schedule 3 in the Headlease GRIF051 has the right to nominate a valuer to determine the full replacement value (i.e. sum insured) and the insurance agency (i.e. broker) through which

the insurance cover is arranged. However it is for MIMCL to arrange the appropriate insurance cover and ensure that is with placed with an insurance office (i.e. insurer) of repute.

40. The Tribunal recognises that there is some ambiguity in the wording of paragraph 4.1 and as to whether the GRIF051's nomination rights attach not just to the broker but also the insurer. Nevertheless the Tribunal, by applying the contra proferentem principle, as well as the slightly different principle that liabilities should only be established by clear language, has concluded that that ambiguity must be construed against the GRIF051 and so that its nomination rights apply only to the nomination of the valuer and the broker, leaving MIMCL to be able to determine the insurer provided that it is reputable.

41. What is abundantly clear from the provisions both in the Headlease and the Underlease is that the responsibility for arranging the insurance lies with MIMCL. (See paragraph 4.1 in Schedule 3 in the Headlease and clause 5 in the Underlease).

42. The Tribunal finds that it is because MIMCL did not properly grasp that obligation Mrs Sollitt has been charged more for insurance than she could reasonably expect, and that as a consequence the excessive part of the charge was not reasonably incurred within the meaning of Section 19 of the 1985 Act and is not therefore payable.

43. The individual Apartment owners should not have to contribute a more expensive premium than is necessary without agreement and, if MIMCL, for its own reasons, nonetheless chooses to adopt a more expensive premium individual Underlease holders should not have to pay more than they would otherwise have had to pay.

44. The Tribunal does not agree with the statement within MIMCL's Statement of Case that if GRIF051 instructs MIMCL to use Locktons as the insurance agent/broker that this would necessarily result in the same premium being charged.

45. The Tribunal is fully aware from its own knowledge and experience that very different premiums can be charged by the same insurer for identical cover to different clients, sometimes as a consequence of commissions and discounts or other matters. In this case the reason for the change from cover having been provided for 12 months to 9 months for the period from 1 April 2020 to 31 December 2020 was explained by MIMCL as being "in order to bring the insurance in line with the rest of the freeholders portfolio".

46. The Cos case is an authority for the proposition that it is necessary for a landlord with a block policy to satisfy that it has not resulted in substantially higher premium that has been passed on to the tenants of a particular building without significant advantages to those tenants.

47. Whilst there is no evidence of GRIF051 having a block policy, or of any commissions or discounts in the present case, what is abundantly clear is that

market forces when properly applied can and often do result in substantial reductions in premiums, particularly for bespoke arrangements.

48. In this case MIMCL was able (albeit delayed until October 2020) to secure a reduction of £16,805 for the nine-month period from 1 April 2020 to the end of the year from £61,879 to £45,074 (which equates to an annual saving of £22,406) for exactly the same cover with the same insurer i.e. Aspen.

49. MIMCL had also previously obtained a quotation for a full year from 1 April 2020 in the sum of £49,873 from Allianz for comparable cover to that provided by Aspen.

50. Both Mrs Sollitt and MIMCL have clearly demonstrated that considerably lower premiums for similar protection could be obtained from different insurers to that insisted upon by GRIF051 and/or its agents.

51. Having determined that the amount payable by Mrs Sollitt must be limited to the extent that the insurance costs have been reasonably incurred, the Tribunal went on to consider and determine, from the evidence before it, what would be a reasonable cost for the two years in question.

52. The Tribunal was assisted by the spreadsheet analysis which had been provided by Mrs Sollitt.

53. For the most part the Tribunal agreed with Mrs Sollitt's contention that the alternative quotations obtained and referred to were "like for like" in the sense that the risks being covered properly reflected the risks which MIMCL was obliged to insure against. It also agreed that in many cases the difference in the excesses was of negligible importance and not enough to justify the difference between the premiums.

54. The Tribunal found that GRIF051 (whilst having the rights of nomination of a valuer and a broker) was not directly, or through its agents, entitled to veto insurance arranged by MIMCL (albeit through GRIF051's nominated broker) with a reputable insurer for the risks specified in the Headlease.

55. Nor are GRIF051 or its agents entitled to insist that all the excesses in its preferred policy must always apply. It is of note that the definition of "Insured Risks" set out in the Headlease having listed various perils and risks to be included continues with the words "and any other risks that the *Tenant* considers appropriate at any time subject to the exclusions and excesses and limitations that are applicable to any relevant insurance policy at any time and excluding any risks which are refused by the *Tenant's* insurers at any time." It is clear from that wording that the discretion as to what excesses and exclusions are appropriate lies with MIMCL not GRIF051.

56. As Judge Bridge helpfully explained in the Cos case the "like-for-like" comparison should be between alternative quotations and the terms of the lease, and not between the alternative quotations and the actual policy taken out by a landlord, in this case GRIF051.

57. In deciding what would be the appropriate annual premium for 2019 insurance year the Tribunal carefully compared the cover provided under the policy decided upon by GRIF051 (where the premium charged by Aspen Insurance was £76,203) and the alternative quotation obtained from Allianz (where the premium quoted was £49,779). It was noted that whilst the buildings sum insured of £29,536,290 was the same under both policies there was a substantial difference between the cover for the property owners liability cover. The Aspen policy covered £25 million, whereas the Allianz quotation was based on a liability limit of £10 million at a cost of £4,111. The Tribunal calculated that to increase the cover for property owners liability to £25 million, pro rata, would increase the overall Allianz figure to £55,947.

58. By such calculations the Tribunal concluded that the reasonable insurance cost for the 2019 insurance year (i.e. from 1 April 2019 to 31 March 2020) should be the slightly rounded up figure of £56,000.

59. The Tribunal then went on to review the premiums for the 9-month period from 1 April 2020 to 31 December 2020.

60. Whilst it was clear that MIMCL having disputed the charge did manage to persuade GRIF051 its agents and insurers to substantially reduce the premium in question, the Tribunal found that further reductions would have been achieved if the insurance had been placed with all the relevant parties acting fully in accordance with the Headlease provisions, and that, despite the reduction, Mrs Sollitt was still being asked to pay towards an excessive premium.

61. The 2020 Allianz quotation was found to be "like for like" with the Headlease provisions and to include (unlike that provided in 2019) property owners liability cover in the sum of £25 million. The Tribunal in deciding what would be the reasonable cost reduced the Allianz quotation figure of £49,873 for 12 months, pro rata. This resulted in a figure of £37,404 for the 9-month period, which the Tribunal very slightly rounded down to £37,400.

62. To avoid any doubt, it is confirmed that the limitations determined by the Tribunal do not extend to the property insurance premiums obtained and charged in respect of flats 130 – 136 arranged under distinct policies, the costs of which have not been disputed.

63. Going forward it is clear that MIMCL (and indeed GRIF051) must ensure that in future years the insurance cover is placed strictly in accordance with the provisions of paragraph 4.1 of Schedule 3 in the Headlease.

The Section 20C and Paragraph 5A Applications

64. The Tribunal went on to consider the Mrs Sollitt's separate applications that the Tribunal make orders under section 20C of the 1985 Act that MIMCL

be precluded from including within the future service charges the costs incurred by it in connection with the present proceedings, and under Paragraph 5A of Schedule 11 of the 2002 Act to reduce or extinguish any liability that she might have in respect of any contractual costs in the Underlease relating to the same matter.

65. The Tribunal, having regard to what is just and equitable in all the circumstances, and in the light of its foregoing decision, determined that such orders should be made.

Judge J. M. Going
17 January 2021