

21/8

NZLR

NOT RECOMMENDED

IN THE HIGH COURT OF NEW ZEALAND  
WELLINGTON REGISTRY

CP363/86

1001

BETWEEN FREMONT CONSTRUCTION LTD  
Plaintiff

A N D P.J. RENSHAW, K. EDWARDS,  
and P.V. PAINO  
First Defendants

A N D D. TAYLOR and M.A.TAYLOR  
Second Defendants

A N D BUDDLE FINDLAY  
Third Party

Hearing: 7 August 1989

Counsel: T.G. Stapleton for the Plaintiff  
C.D. Caldwell for the Defendants

Date: 7 August 1989

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MEMORANDUM OF ADJOURNED SETTLEMENT CONFERENCE OF ELLIS J

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This is an adjourned settlement conference. Counsel have been able to settle a form of letter to the Council, but this is now subject to two reservations. The first is that the Taylors have not yet given their agreement to it. The second is that Fremont is of the view that if the work mentioned in the letter carries with it the implied obligation on Fremont to do that work as part of the original contract, then that obligation goes beyond the original contractual obligations. Plainly these two matters have to be addressed explicitly by both parties without delay.

The second matter is the payment of the fee of the independent expert in the meantime. The Taylors maintain that Fremont should pay the whole of the fee. Fremont maintains it should be half each meantime. Plainly the ultimate liability for the fee must await the outcome of either the settlement or litigation. In my view, bearing in mind the very substantial cash retentions by the Taylors, it would not be unreasonable to insist that each paid half in the meantime.

Mr Caldwell advises me that he should have instructions to take the matter to the next stage within a week. Accordingly this conference is adjourned until 9.30am next Monday 14 August.

*As M. J.*  
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Solicitors:

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