IN THE FIJI COURT OF APPEAL

Civil Jurisdiction

Civil Appeal No. 38 of 1983

Between:

THE COMMISSIONER OF INLAND REVENUE — Appellant

and

SOUTHERN PACIFIC INSURANCE COMPANY (FIJI) LIMITED — Respondent

M.J. Scott for the Appellant
K.R. Handley Q.C. with G.M.G. Johnson for the Respondent

Date of Hearing: 12th & 13th March, 1984
Delivery of Judgment: March, 1984

JUDGMENT OF THE COURT

O'Regan J.A.,

In this case a great deal of confusion arose because certain words and phrases were variously used in their legal sense and in their colloquial sense and we deem it well that at the outset they should be identified and explained. The case primarily has to do with insurance "claims incurred but not reported ....". That phrase is, the evidence shows, well known in the insurance industry and well understood to mean an event or an accident which happens in a trading period and which may give rise to a future liability. So it is not a claim in the ordinary meaning of that word and it is not "incurred" in either the ordinary meaning or the legal meaning of the word.

"Incurred" appears in section 51(1) of the Australian Commonwealth Income Tax Assessment Act 1936 and its meaning has been the subject of a series of decisions of the High Court culminating in Nilson Development Laboratories Pty Ltd. v. Commissioner of Taxation (1981) 55 A.L.J.R. 97. And it is used in Halsbury's Laws of England 4th Ed., Volume 23 paragraph 262 and in some of the many cases cited during argument - see, for instance, Edward Collins & Othrs v. Commissioner of Inland Revenue (1924) 12 T.C. 773 at 780 - as synonymous with the phrase "wholly and exclusively laid out or expended ....." in section 130 of the Income and Corporation Taxes Act 1970 which is the United Kingdom counterpart of section 51(1) of the Australian Commonwealth Act and which is ipsissima verba with its counterpart in Fiji namely section 19(b) of the Income Tax Act Cap. 210.

In its accounts for the year ending 30th June, 1979, the respondent taxpayer made a provision out of income for what it termed in notes forming part of those accounts, "Claims incurred but not reported at 30th June 1979 based on past claims experience". The claims referred to those arising from the Motor Vehicles (Third Party Insurance) Act Cap. 153. The amount of the provision was $85,000. Such a provision had not been made in previous years but both in the subject year and earlier years there has been made a provision "for all reported insurance claims incurred prior to 30th June and still outstanding". In both instances "incurred" is used in the sense conveyed in the jargon of the insurance industry. The latter provision encompassed -

(a) reported claims in respect of which both liability and quantum had been established by agreement or by a court of competent jurisdiction but which had not been settled within the trading period;

(b) reported claims in respect of which liability, but not quantum, had been so established within the trading period;

(c) claims reported within the trading period in respect of which liability had neither been admitted nor established.

We make this classification to highlight the essential differences between (a) and (b) on the one hand and (c) on the other and to say that we are disposed to think that if Mr. Scott's submission that the new provision should not be allowed on the ground that liability had not attached for claims that may have arisen from the accidents which occurred in the trading year, is sustained, then claims falling within category (c) should share their fate and for the same reason. We record, however, that Mr. Scott informed us from the bar that the Commissioner had always understood and had proceeded on the footing that the provision encompassed only claims in respect of which liability had been established. The language in which the note is couched do not give any warrant for such an understanding. We mention the matter only to explain the reason for the apparent inconsistency of the Commissioner's stance in the matter. In a word he had never, heretofore, understood the old provision to encompass category (c) which has the same essential character as the new provision.

The Commissioner disallowed the deduction of the $85,000 and the company appealed to the Court of Review. The Court of Review having dismissed the appeal, the company, pursuant to section 69 of the Income Tax Act, gave notice to the Commissioner of its dissatisfaction with the decision and of its desire to appeal from it. The Commissioner then referred the matter to the Supreme Court for hearing and determination.

The Notice given by the taxpayer pursuant to section 69 of the Income Tax Act and Form 3 of the First

Schedule to the Act (which provides for the giving of a short description of the reasons for such) reads :

"To the Commissioner of Inland Revenue:

The Taxpayer hereby gives notice that it is dissatisfied with the decision given by the Court of Review in this matter for the following reasons:

1. The Court of Review misunderstood and drew incorrect inferences from the statistical evidence placed before it, in particular it took the figures referred to on page 12 of the judgment as ' ..... the figures produced for compulsory third party claims over the years 1974-79 (see Exhibit 'C') pp 5A-F' as relating to claims for indemnity made against the Appellant by insured parties whereas those figures in fact related to claims brought by third parties against persons insured by the Appellant.

2. Specifically the evidence referred to a paragraph 1 above does not support a finding that the unsuccessful claim rate against the Appellant was 17.94%.

3. On the footing that the Court of Review did not misunderstand nor draw incorrect inferences from the statistical evidence mentioned in the preceding ground of appeal the Court should not on the strength of that evidence have disallowed the Appellant's claim in whole but merely reduced it by an amount consistent with the statistical evidence referred to, namely 17.94%."

The appeal to the Supreme Court was conducted by way of a rehearing of the case before the Court of Review with the result that we were presented with the opinions of both Courts on the whole range of issues involved in this case. During the argument Mr. Handley informed us - and it evoked no comment from Mr. Scott - that the appeal to the Supreme Court was, by virtue of section 69, by way of rehearing. We have not had the benefit of argument on the matter but we doubt if that be so.

The scheme of the section is that an appellant's notice of dissatisfaction with reasons therefor is given to the Commissioner who is required to "refer the matter" to the Supreme Court "for hearing and determination". If the Commissioner himself is dissatisfied he has to refer the matter in like manner and for the same purpose. In his case, however, the section makes no express provision for the supplying of reasons. That he should state reasons, however, we think to be implicit from Form 4 of the First Schedule which provides the terms of the reference of the appeal to the Supreme Court. It reads :

> " By virtue of the powers vested in me in this behalf under the Income Tax Act, I hereby refer the appeal of (or my appeal) against the decision of the Court of Review to the Supreme Court for adjudication thereon. "

The taxpayer's appeal is embodied in his notice which contains his reasons therefor. And it is that upon which the Supreme Court is required to adjudicate. We think it implicit that an appeal by the Commissioner must need be on the same basis. And it can be on the same basis only if he states his reasons. The section provides also that :

> " ..... on any such reference the Supreme Court shall hear and consider such matter upon the papers ....."

The fact that such consideration shall be "upon the papers ....." does not, in our view, affect the intrinsic nature of the appeal. And, all in all, we think such appeal is limited to the grounds which fairly arise from the stated reasons.

The following summarization of the facts was made by the Court of Review and accepted by the Supreme Court :

" Southern Pacific Insurance Co. (Fiji) Ltd. is a company incorporated in Fiji and carrying on business in insurance. It was incorporated in Fiji in 1974 having previously conducted business here as the Fiji branch of an Australian Company Southern Pacific Insurance Co. Ltd. It deals quite extensively in liability insurance, that is, insurance whereby the insurer indemnifies the insured against liability to a third person, as for example, compulsory third party insurance, workers' compensation insurance, public liability insurance etc. Prior to the incorporation of the company in Fiji, its accounts formed part of the accounts of the parent company in Australia. The taxpayer commenced business as from 1st July 1974 and its accounts run from 1st July to 30th June in each year. It started off as a private company but later 'went public' and its accounts for the period ending 30th June 1979 have been prepared on the footing that the taxpayer is a public company.

Its accounts were prepared by a Suva firm of accountants and shewed among its premium expenses a debit of $85,000 for incurred but not reported claims. A note to the accounts under the heading of Outstanding Insurance Claims stated :

> 'Provision has been made for all reported insurance claims prior to 30th June and still outstanding. In accordance with current insurance industry practice provision has also been made in the accounts for claims incurred but not reported at 30th June 1979 based on past claims experience. This represents a change in accounting policy from prior years which has resulted in the reduction of profits before tax for the year by $85,000.'

Evidence was given that the term 'claim' in insurance parlance means the happening of an event by reason of which money may become payable under an insurance policy, whether or not payment of that money has been asked for by the insured and whether or not the insured has asked to be indemnified by the insurer.

In many cases an insurance company becomes aware of a claim not through notification by the insured, but by a request for indemnity under a policy being made direct to it by an injured person and in some cases no demand is made for compensation although a claim according to insurance parlance has arisen. I shall refer to these insured but not reported claims by the abbreviation commonly used in insurance circles to designate them, namely, IBNR.

The evidence shewed that these IBNR claims very often took some time for their insurance company to settle - sometimes to the extent of three to four years and the problem arose of providing for them. Claims are apparently arising more frequently, and the amounts payable are becoming higher. That these IBNR claims are not something novel is indicated by the fact that the Insurance Report prepared by the Commissioner of Insurance in 1978 for submission to Parliament discusses them and its schedule contains an analysis of incurred but not reported claims from 1970 to 1978, which show a significant increase from year to year.

The evidence placed before the Court shewed that about 50% of claims made upon the taxpayer in respect of compulsory third party insurance were unreported, that is to say that it only learned immediately of about 50% of its compulsory third party liabilities while it finds out about the rest over approximately the ensuing three years. The taxpayer, and insurance companies generally, regard a claim as arising as soon as an accident has occurred and files are opened and an estimate made, so far as it can be, of what the insurance company is likely to have to pay out.

Mr. Rolls the taxpayer's general manager in Fiji said that for several years after the taxpayer began to operate as a Fiji company no provision was made for IBNR but in 1979 it was decided to set something apart for IBNR claims by reason of the increase in their number and amount. He said that after the Insurance Act 1976 came into force the statutory obligations imposed upon insurance companies necessitated a close eye being kept upon reserves. The Act required statutory deposits, and extremely detailed audited accounts. He said that the reserve for IBNR was known in insurance parlance as a technical reserve and comprised policy-holders' funds as distinct from shareholders' funds. Mr. Rolls said of the compulsory third party insurance that the taxpayer could not refuse it in normal circumstances - I take it because the taxpayer had become an approved insurer - but that although the taxpayer's policy contained some conditions precedent and exclusions, there were few cases in which the taxpayer resisted payment, and its recourse against an insured might or might not have any commercial value, for he knew of no case in which the taxpayer had been able to recover an amount paid out. The impression I got from Mr. Rolls' evidence was that so far as was possible the taxpayer accepted and settled compulsory third party claims, even going to the extent of making

ex gratia payments, sometimes to avoid the expense of litigation, sometimes on compassionate grounds. Both Mr. Rolls and his auditor gave evidence about the principle used by the taxpayer in preparing its accounts with regard to these compulsory third party claims - that of matching costs with revenue, and I accept their evidence. Indeed I accept their evidence generally. It is true that the matching principle results in estimates rather than factual figures but the evidence shews that they are estimates which are made necessary by the growth of business and they appear to have been made on a reasonable basis. "

The problem facing insurers in respect of liability insurance and the extent of the distortions to their annual accounts by reason of the features peculiar to such claims can be illustrated by a consideration of such a company at the end of its first year of business. Few of the claims arising from accidents in that year will have been met in that year and, indeed, the evidence in the present case shewed that some of the claims would not be settled until up to four years after the occurrences which gave rise to them. And if such a company ceased the writing of indemnity business, it would have to meet claims arising from its last year of business for some three to four years afterwards during which period no premium income from that line of business would be received.

So, unless some provision is made for the meeting of such future liabilities in the trading year in which they arose, the accounts will not truly reflect the profits of any one year. The making of such a provision is, however, in certain circumstances permissible. In Sun Insurance Office v. Clark (1912) A.C. 443 at p.445, Lord Haldane declared that -

" It is plain that the question of what is and what is not profit or gain must primarily be one of fact, and of fact to be ascertained by the tests applied in ordinary business. Questions of law can only arise when some express statutory direction applies and excludes ordinary commercial

practice or where, by reason of its being impracticable to ascertain the facts sufficiently, some presumption has to be made to fill the gap. "

And, at pp. 461-462, Lord Atkinson, in the same case put it thus :

" Having regard therefore, to the fact that companies carrying on business are, under the decision of Your Lordships House, clearly entitled to object to their receipts being treated as per se their profits and gains without the proper deduction having been made of the costs of earning those receipts, it is obvious that the amount of the taxable profits and gains can only be ascertained by some system of averages or estimation or by some other practical rule of thumb based on experience and the facts of different cases."

In the present case it was a submission of the Commissioner that the deduction of this $85,000 from the profits of the company in the year in question was proscribed by the provisions of section 19(b) of the Income Tax Act. Section 19(b) provides :

" In determining total income no deductions shall be allowed in respect of :

(a) .....

(b) any disbursement or expense not being money wholly or exclusively laid out or expended for the purpose of the trade, business ..... of the taxpayer.

It was not disputed either here or in the Courts below that, in a trading year, there can be an "expense" not involving a payment within the year, and that such does not fall within the proscription at section 19(b).

In support of these contentions Mr. Scott submitted first that claims not reported to the company in the trading year, did not and indeed could not involve

the company in liability in that year and secondly, that it was only when liability had attached within that year that the company escaped the net laid by section 19(b). In support of these submissions a great number of cases from many jurisdictions were cited. And we say at once that with one exception, cited by Mr. Handley, Free Lanka Insurance Co. Ltd. v. A.E. Ranasinghe (1964) A.C. 541, all the cases supported the submission in instances where one isolated accident and one isolated claim arising from it fell for consideration. But here the taxpayer's claim does not relate to such. Indeed, in the nature of things, it would be impossible for the taxpayer to so relate it because the category in respect of which its claim is made encompasses only instances which have not been reported or otherwise intimated to it. The happening of the accidents which give rise ultimately to a claim is not known to it; the names of insured persons involved in such are not known to it. So to relate individual accidents or individual persons to the claim is out of the question.

In the present case the taxpayer's claim is in respect of a group of claims and it is implicit in its case that liability has been established by inference in respect of an aggregate of claims within the group. In support of such claim it adduced evidence part of which was based on historical data from which clear inferences were open and obviously drawn inasmuch as the evidence (apart from that as to the quantum of the settlements or discharges of such claims) was accepted both by the Court of Review and the Supreme Court. It was established that only half of the occurrences or accidents ultimately giving rise to claims are reported in the trading year in which they happen and by the use of historical data as to the course of such claims from earlier trading years and the opinion of an expert in the insurance business, a conclusion (save in respect of quantum) as to the destiny of the claims arising from such accidents and occurrences was reached. For the reasons given by the Court of Review the quantum was discounted and the figure accepted by the

Supreme Court.

It was the taxpayer's submission that the [illegible] was in its essentials comparable with those made in Sun Insurance v. Clark (1912) A.C. 443 and Southern Railway of Peru Ltd. v. Owen (1957) A.C. 334.

The issues arising in Southern Railway of Peru Ltd. v. Owen emerge clearly from the following extract from the speech of Lord MacDermott at p.345 :

> " My Lords, as a general proposition it is, I think, right to say that in computing his taxable profits for a particular year, a trader who is under a definite obligation to pay his employees for his services in that year an immediate payment and also a future payment in some subsequent year, may properly deduct, not only the immediate payment, but the present value of the future payment, provided such present value can be satisfactorily determined or fairly estimated. Apart from special circumstances, such a procedure, if practicable, is justified because it brings the true cost of trading in the particular year with account for that year and thus promotes the ascertainment of 'the annual profits or gains arising or accruing from' the trade .....
>
> The Crown's contention - and the view taken in the Courts below - was rather to the effect that the proposition did not apply to the appellant's case because (1) the appellant was not under a definite obligation in any relevant year to pay its employees lump sums at the end of their engagements since in each individual instance, the right to receive a lump sum depended upon the fulfilment of certain conditions that made the appellant's prospective liability contingent until the service was duly terminated; and (2) it was impossible in the circumstances, to regard any part of the lump sums as earned in or payable in respect of any particular year of service. "

The emphasis is ours.

In Sun Insurance v. Clark (1912) A.C. 443 the taxpayer, an insurer, was held to be entitled in determining

its taxable profits, to deduct from its income for the year an allowance for unexpired risks outstanding at the end of the year. And as Lord MacDermott commenting on that case in the Southern Railway of Peru case (supra), at p.347, observed -

> " Liability on each outstanding policy was, of course, highly contingent. But that there would be a loss on the collective risk was a matter of commercial certainty. "

The emphasis again, is ours.

And Lord Radcliffe in the same case had this to say :

> "..... Where you are dealing with a number of similar obligations that arise from trading, although it may be true to say of each separate one that it may never mature, it is the sum of the obligations that matters to the trader and experience may show that, while each remains uncertain the aggregate can be fixed with some precision."

In the event the claim put forward in the Southern Railway of Peru case was disallowed because, as presented, it was not possible to reach a figure sufficiently reliable. But in our view, it is clear that the Sun Insurance Office case established the basic principle for which the taxpayer contends and that such principle received affirmation from the majority of their Lordships in the Southern Railway of Peru Limited case (supra).

The taxpayer, of course, has also to meet the requirements of the second limb of the formulation laid down in the Southern Railway of Peru case, which was succinctly stated by Lord Radcliffe, at p.357, in these terms :

> "Do the circumstances of the case, which include the techniques of established accountancy practice, make it possible to supply a figure reliable enough for the purpose?"

As to this matter we already have before us the criticisms of computations made by the Court of Review and, by implication, accepted by the Supreme Court - and indeed, it would appear from its stance taken on its appeal to the Supreme Court, accepted by the taxpayer.

The claim as originally presented to the Commissioner was to say the least economical in information as to the accountancy techniques to be employed and indeed that state of affairs subsisted throughout the three hearings which have taken place. Before us Mr. Handley in answer to a question, surmised that the provision in the trading year in question would be treated as a receipt in the following year with, presumably, a new provision in that year, in respect of the same category of accidents. Indeed, we would have thought that the observations of Lord Radcliffe in the Southern Railway of Peru case, at p.356, on the topic, would have prompted the taxpayer and, more particularly, its advisers to address themselves to this aspect of the matter when the claim was made.

There are other circumstances of the case which cause us a deal of concern. Each of the instances which go to make up the category in respect of which the present claim is made, on their being reported or otherwise intimated to the taxpayer, will immediately graduate into the other category of claims for which provision is made by the taxpayer and allowed by the Commissioner - namely "all reported claims 'incurred' prior to ..... (balance date) ..... and still outstanding" and more particularly group (c) in the breakdown of such claims that we earlier made. And once they fall into this second category there is the distinct possibility that unless safeguards are established and systems devised to prevent it, they will be taken account of in the establishment of the amount of the provision for this second category. In other words, there is the risk that the one claim will be provided for twice. In the absence of any data as to the safeguards against such we think that the claim as presented is

unsatisfactory.

During the argument the fact that the evidence showed that the meeting of the various claims provided for would be spread over a period of some 4 years was adverted to and the question posed as to whether the provision should not be the present values of the future payments. Mr. Handley pressed upon us several reasons why that should not be so, the most cogent of which was that the Commissioner had not himself raised the issue in the Courts below. But having regard to what was said in the Southern Railway of Peru case (upon which the taxpayer placed great reliance) and the decisive factor it was in the case, we think it should have been made part and parcel of the original claim for deduction.

All in all, we think that this claim is lacking in reliability and that, with the unsatisfactory features to which we have adverted, dispose us to disallow it.

The other question which arose was whether or not the claim was proscribed by virtue of paragraph (g) of section 19. Paragraph (g), as it provided at the relevant time, disallowed deductions, in the determination of total income, of "income carried to any reserve fund or capitalized in any way". As we understood it, there was no suggestion that what was proposed involved "capitalization in any way". The question was whether or not it involved the carrying of income to a reserve fund. There was no relevant reference to or definition of reserves or provisions in the Companies Act in force at the relevant time (Cap. 216). In Part IV of the 7th Schedule of the new Companies Act (No. 5 of 1983), for the purposes therein stated, the expressions "provision" and "reserve" are defined. That has been copied from the 8th Schedule in Part IV of the English Companies Act 1948. Neither provision is applicable in the instant case. Mr. Scott cited a number of South African cases but the text of the appropriate statute was not available to us and we know

not whether the statute contained a definition which might govern the situation. And none of the cases gave any indication as to the position. We do know, however, that section 23(e) of the Income Tax Act, 1962 in that country is ipsissima verba with section 19(g).

As with other terms which have legal connotations, the insurance industry has meanings peculiar to itself for the word "reserves". In evidence Mr. L.M. Rolls, General Manager of the National Insurance Company of Fiji Limited and Chairman of the Fiji Re-Insurance Corporation, said :

> " In insurance parlance 'provision' and 'reserve' are used interchangeably. We use the terms 'technical reserves' as distinct from 'revenue reserves'. A technical reserve refers to provision for unearned premium, (and for known and unreported claims. These are policy-holders funds as distinct from share-holders funds. They are established provisions which must appear and are deductible from profit for the period of trading to establish a state-ment of profit. "

The words 'provision' and 'reserve' are not synonyms but it must be said that even in accountancy circles the terms are used loosely. We were referred by Mr. Scott to definitions of the term "reserve" in the Shorter Oxford Dictionary and in Australian Commercial Dictionary but we found them unhelpful. Dictionaries, of course, are admissible to show the meaning of words used in a statute but, as has been often judicially observed, they are not always reliable guides thereto - see Midland Railway v. Robinson 15 App. Cas. 19, 34; R. v. Peters 16 Q.B.D. 636. On this topic, Mr. Handley adopted the reasoning of the Court of Review. The Court said :

> " Subsection (g) prohibits any deduction for income carried to any reserve fund or capitalized in any way. It appears to me if the I.B.N.R. deductions fall within section 19(b) it does not matter that they are part of a reserve as they will be moneys wholly or exclusively laid out for purposes of the taxpayer's business.

> Conversely, if they are a reserve then they are not moneys exclusively laid out in the taxpayer's business. Being of that opinion, I do not think that section 19(g) falls for consideration."

With respect, we think that the reasoning in this passage is fallacious. First, it seems to us to overlook that the various paragraphs in section 19 are concerned with prohibitions. They are governed by the words "no deductions shall be allowed ....." and secondly, to proceed on a strict literal construction of section 19(b) and to overlook that payment within the trading year is not a pre-requisite to meeting the prescription "money wholly and exclusively laid out or expended .....". When this second factor is given its proper weight that the fallacy is demonstrated.

In our view, what was proposed by the taxpayer involved the carrying of income to a reserve fund. The word "fund" does not give rise to any difficulty of construction. It is unique in the technical terms which fell for consideration in the case inasmuch as it was not used with different meanings in different circles. The Shorter Oxford Dictionary gives its meaning as :

> " A stock or sum of money especially one set apart for a particular purpose ..... a portion of revenue set apart as a security for specified payments. "

As to "reserve" we think its construction is best determined within the four corners of the Act. Indeed we think that should have been and should now be the prime basis of construction.

In Spencer v. The Matropolitan Board of Works (1883) 22 Ch. D. 142, 162 Jessel M.R. said :

> " The first observation to be made on section 33 is that we ought to find out its meaning if we can from the section itself. If we can do that we need not have recourse

to the use of the word ..... in other sections of the Act. If we cannot then I agree with the principle which was laid down by Mr. Justice Chitty, that as a general rule a word is to be considered as used throughout an Act of Parliament in the same sense, and that therefore we may look through the other sections to see in what sense the word is there used. "

And in Reid v. Reid (1982) 1 W.L.R. 1036, at p.1041, Lord Simon of Glaisdale, in delivering the judgment of their Lordships of the Privy Council said :-

" ..... in statutory interpretation there is a presumption against a change in terminological usage :

'it is a sound rule of construction to give the same meaning to the same words occurring in different parts of an Act of Parliament ...' (Cleasby B. in Courtauld v. Legh (1869) L.R. 4 Ex. 126, 130). "

The word "reserve" is used in section 35 which has to do with the method of ascertaining the income on a non-resident insurance company (other than one conducting life insurance business). It provides that such is to be ascertained :

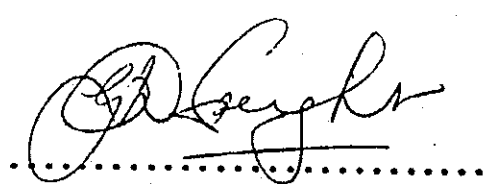
"(a) by taking the total of the gross premiums and interests and other income received or receivable ..... during the year preceding the year of assessment.

(b) by deducting from such total a reserve for unexpired risks at the percentage adopted by the company ..... for such risks at the end of such year and adding thereto a reserve similarly calculated for expired risks outstanding at the commencement of such year, and ....."

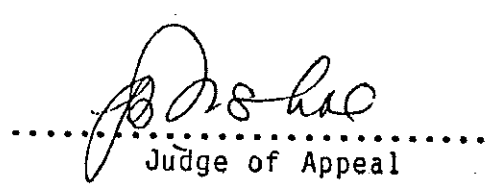
It is clear that in this section the legislature used the word to identify an amount put aside to meet future risks already incurred. And in passing, we note that the method of dealing with such reserve in the accounting process accords with that canvassed by

Lord Radcliffe in the Southern Railway of Peru case (supra) in the passage at p.356 which we have already referred to and cited. Applying then the foregoing principles of construction we conclude that the proposal for which the taxpayer claimed allowance involved the carrying of income to a reserve fund. Such is obviously permitted by section 35 in respect of non-resident companies conducting other than life insurance business. Save for that provision it is not allowed. And in any event, expressio unius exclusio alterius.

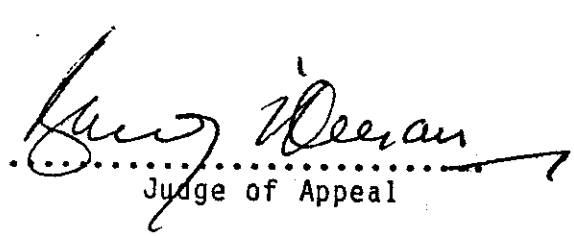
The appeal is allowed. The respondent is ordered to pay the appellant's costs here and in the Courts below.



Judge of Appeal



Judge of Appeal



Judge of Appeal