IN THE DISTRICT COURT
AT AUCKLAND

CRI-2008-004-006310

COMMERCE COMMISSION
Informant

v

THE HOME FINANCE COMPANY LIMITED
Defendant In CRN-08004501978-80, 1982-5, 1987-97, 2001-2, 2004-8, 2010-15, 2021-36, 2274

MEGURO LIMITED
Defendant In CRN-08004502275

CHRISTOPHER MARK ASHENDEN
Defendant In CRN-080004506043-85

Hearing: 16 December 2010

Appearances: Mr N R Williams for Informant
No appearance by or on behalf of any of the Defendants

Judgment: 25 March 2011

RESERVED SENTENCING JUDGMENT OF JUDGE L H MOORE

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[1] By reserved judgment given on 14 September 2010 convictions were entered against each of the above three defendants on all charges. By then the defendants were unrepresented, Mr Bonnar having been granted leave to withdraw on 6 September 2010. On 16 December 2010, after a hearing largely based on the comprehensive submissions for the informant, the Court reserved its judgment as to penalty in order to more fully consider issues as to reparation and the quantum of fines (the only available penalty) to be imposed. This judgment should be read in conjunction with that of 14 September 2010. The Court is indebted to counsel for very comprehensive but succinct submissions.

[2] The Commerce Commission has settled all the civil and criminal proceedings it brought against the investor companies (other than Meguro Limited which Mr Ashenden controlled) involved in this scheme devised by Mr Ashenden and put into effect particularly through The Home Finance Company Limited. The upshot of those settlements has been to achieve a measure of compensation (including emotional harm compensation for those who were evicted or had to walk away from the properties they were trying to purchase) for the "purchasers" under this scheme. There is not good purpose to be served by setting out in a different way the calculations in the informant's careful and comprehensive reparation schedules. Those are appended to this judgment and are adopted for the purposes of it. The Commerce Commission and its counsel are to be commended for their efforts in achieving the reparation (by the investor companies) there shown.

[3] On 22 October 2010 Mr Ashenden was adjudicated bankrupt (in New Zealand) on his own petition. The insolvency reports show creditors of $3,069,787.45. But of that $2,937,996 is said to be owed to Fast Funds Pty Limited, a company which the ASIC database shows as having Mr Ashenden as its sole director and secretary, and a paid-up capital of $1. Its only shareholder is Invest Group Pty Ltd, which again has Mr Ashenden as its sole director and secretary, a paid-up capital of $1, and its only shareholder Kuuwawa Pty Limited, which likewise has Mr Ashenden as its sole director and secretary and a paid-up capital of $1. This time it is Mr Ashenden himself who is the sole shareholder.

[4] The informant's researches point to Mr Ashenden having interests (often sole interests) directly in 34 companies or trusts in New Zealand, Australia and the USA and, via those, at least another seven. Full financial data is not available to this Court, but the way in which Fast Funds Pty Limited features among Mr Ashenden's alleged creditors points to a complex structure designed primarily to confuse. Mr Ashenden's petition for his own bankruptcy in this country seems directed at ridding himself of modest obligations by way of credit card debts and student loans. His outstanding obligations to the Ministry of Justice appear to be for fines which are not expunged on discharge from bankruptcy (s.232 Insolvency Act 2006).

[5] The material garnered by the informant from the Official Assignee shows that Mr Ashenden has advised that he is currently living and working in the United States of America. But that does not mean that companies which he controls, directly or indirectly, in New Zealand have ceased to obtain income here. For example, Labrador Limited, in respect of which Mr Ashenden is listed as the sole director and shareholder, has received, or is about to receive, $24,643.45 net from the sale of a Manurewa property.

[6] The Court has no hesitation in concluding that Mr Ashenden is one of those people whose affairs are deliberately kept complicated to the point where it is exceedingly time consuming and expensive to unravel them, but who will come up with funds (and for that matter new companies and projects) if and when it suits - but not otherwise. In those circumstances Mr Ashenden's bankruptcy in New Zealand cannot sensibly be regarded as more than a ploy, certainly not as an indication of his true worth. One has only to look at the annual costs of maintaining his network of companies and trusts to realise that funds can always be found when, from Mr Ashenden's point of view, they need to be.

[7] In factual terms the parallels between this case and *Whitley v Ministry of Economic Development* (High Court Nelson, CRI-2008-442-19) are very limited. But the principles discussed on that appeal against fines said to be excessive because the appellant claimed to have no prospect of paying them are applicable - if inability to pay is Mr Ashenden's situation which, on the material before this Court, seems unlikely in the extreme. Like the learned High Court Judge in *Whitley*, and by

reason of the authorities there cited, this Court notes that s.40 Sentencing Act 2006 requires the Court in determining the amount of a fine to take into account the capacity of the offender, but that is no by means the only consideration. At para 20 of that judgment Miller J said:

> "[20] In its terms, s40 does not insist that a Court fix the fine at a level that the offender is able to pay. It requires only that financial capacity be taken into account, recognising that a fine may work greater or lesser hardship according to the offender's means. The Court must also take into account the considerations in ss 7-10 of the Sentencing Act. With respect to some of those considerations, such as the gravity of the offence, it must of course be guided by the policy of the legislation creating the penalty."

[8] At paragraphs 23 and 24 the learned Judge said:

> "[23] Having regard to the objects of the Act, the sentencing purposes that are most relevant when contemplating a pecuniary penalty for breach of the Securities Act are holding the offender accountable, denunciation of his or her conduct, and general and specific deterrence. So far as deterrence is concerned, it is necessary to bear in mind that offending of this sort has an economic motivation, and that from an economic perspective deterrence is not achieved unless the offender's gains are eliminated by the combination of a fine and reparation. Indeed, in a case where the probability of detection was thought to be low there is a case for substantially higher penalties: Richard Posner, *Economic Analysis of Law* (4th Ed., 1992) at 225.
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> [24] For these reasons, I do not accept that the fines imposed in this case had to be set at a level that Mr Whitley could afford to pay. The Judge correctly concluded that the policy of the legislation required deterrent penalties for serious breaches that resulted in substantial losses to members of the public. Contrary to his submissions, Mr Whitley must be accounted a major participant; he is the director, he expended $2m of investors' funds for his own immediate benefit, and he planned to earn enormous profits for himself."

[9] *Whitley* was a prosecution for offences against the Securities Act 1978. These present charges are brought under the Fair Trading Act 1986 but the principles expounded by Miller J in *Whitley* are equally applicable. In the circumstances here s.40(2) Fair Trading Act does not limit the aggregate of the fines on all or any of these charges to the maximum penalty for a single offence of $200,000 for a body corporate and $60,000 for an individual. This Court is limited to financial penalties. In a case such as this it is important to keep in mind the effect of the penalties imposed upon the public perception of the unacceptability of the commercial practices which led to these charges. As is set out in more detail in the reserved judgment entering the convictions, these cases illustrate quite dramatically the

problems inherent in the type of rent to buy scheme promoted by Mr Ashenden and his companies and, in particular, the way in which the grossly misleading promotional material drew in its victims. To that must be added another factor.

[10] Here were really two groups of victims because, to maximise the profits of this sort of scheme Mr Ashenden, also needed "investors" who now find themselves having to pay in part for the losses suffered by purchasers. Although the criminal and civil proceedings in respect of the investor companies (with the exception of Meguro Limited) have been resolved, the Court has seen enough of those matters through extensive sentence indication hearings, and has also recently had to consider another similar scheme and its consequences, to realise that many of the investor companies (or rather the folk for whom those were vehicles) could to some extent also claim to be victims of Mr Ashenden and his promotional techniques. For those techniques, by reason of the Fair Trading Act, the investors found themselves liable even if they lacked moral obliquity - as generally they did.

[11] Reparation must be the first consideration. The informant's approach to it (as detailed in the attached schedules) is to seek emotional harm reparation of $5000 for each of the "purchasers" who found themselves evicted or walked out to avoid that fate. For those who hung on but had to pay early settlement and legal fees to refinance on a more conventional basis, those expenses are sought. In appropriate cases recovery of deposits, rates and insurance is sought. Reparation amounts sought are in some instances partly counter balanced by arrears of "rent". In respect of the charges now before the Court credit is given against the total reparation thus claimed for the results achieved by settlements with investor companies. In the case of Meguro reparation is sought in terms consistent with the treatment of other investor companies and a 50/50 apportionment of responsibility between that company and Mr Ashenden.

[12] The Home Finance Company Limited was primarily a management company, not a property owning one. It was a vehicle through which Mr Ashenden worked. The likelihood of it being able to pay reparation is slight. In all the circumstances the informant seeks that reparation be ordered against Mr Ashenden

but not The Home Finance Company Limited. That is the proper approach in the circumstances.

[13] By encouraging vulnerable people in the mistaken belief that they were acquiring home ownership rather than a package of rights and obligations which, on any view, fell far short of that concept, folk were lured into commitments which were a recipe for disasters in which they lost everything they had put into the property they were seeking to acquire - indeed were given to understand they had acquired. The $5000 emotional harm reparation sought for those who were evicted or who walked out is consistent with awards in other cases, but modest in terms of the impact not only upon "purchasers" themselves but also upon their families.

[14] Judge Phillips' sentencing judgment in *Commerce Commission v Southern Housing Group Limited & Ors* (District Court Invercargill, CRI-2008-025-01304 etc; judgment 24 August 2009) concerned another of Mr Ashenden's schemes of this type. The sentences imposed in those cases followed a lengthy sentence indication hearing and a very comprehensive consideration of authorities and principles. It has become an accepted benchmark and rightly so. At paragraph 21 the learned Judge indicated that the appropriate level for a promoter involved in this type of breach of the Fair Trading Act would be fines in the vicinity of $90,000-$100,000. In context that obviously related to the scale of offending there as well as to type. More extensive schemes with wider consequences could easily attract total sentencing starting points of up to $300,000 or $10,000 to $15,000 per victim. With schemes of this type the number of victims created, along with the general level of prices of the properties involved, give working guidance as to the profits being sought by the scheme's promoters and some indication of the extent of the misery and financial suffering their misleading (indeed patently dishonest) promotional tactics give rise to.

[15] Here there were 15 identified victims (treating couples or partners as single entitities) and house prices which (around 2004) ranged from $169,000-$280,900 before various fees were added on. In Auckland at that time this meant homes at or close to the bottom of the market. Reference to those prices serves to illustrate the

considerable variations in house prices around New Zealand. On any view Auckland prices are at or near the top of the scale and Southland prices amongst the lowest.

[16] The victim impact statements made saddening reading. People struggled to cope but, in seven out of the 15 instances before the Court, were either evicted or walked away from a transaction into which they were lured by promises of immediate home ownership. So they emerged with nothing for all their payments except a period of occupancy at an inflated "rent to buy". A few of the others benefited from the booming house prices. But even in those situations purchasing under Mr Ashenden's scheme generally meant they had paid an inflated price and assumed particularly onerous and unusual obligations.

[17] The judgment of the Full Court of the High Court in *Department of Labour v Hanhan & Philp Contractors Limited & Ors* (High Court Christchurch CRI-2008-409-000002 etc: judgment of Randerson and Pankhurst JJ 18 December, 2008) emphasises the different purposes served by fines and by reparation which make it inappropriate to fix a penalty level then apportion it between these two. Rather the correct approach is to start by fixing reparation (para [41]) and then assessing the amount of the fine which should be imposed. At para [47] the Court said:

> "Leaving aside for the moment the issue of financial capacity, the imposition of a fine in addition to reparation will generally be required to address the separate statutory purposes of denunciation, deterrence (both general and specific) and holding the offender accountable for the harm done."

and at para [50]:

> "We accept that the circumstances of offending under s 50 HSE Act will vary greatly and therefore make the fixing of starting points more difficult than, for example, in cases of serious violence or rape. But we consider the *Taueki* approach should be adopted in fixing the fines for offending under s 50. We view this as necessary to promote consistency and transparency in sentencing in this field and to ensure that the levels of fines imposed reflect the true culpability of the offender. The financial capacity of the offender may in some cases result in a significant variation from the starting point but this should not detract from the advantages of adopting the *Taueki* approach to sentencing in this area."

[18] Here financial capacity is unclear except to the extent that it is obvious that Mr Ashenden has funds when he needs them but arranges his affairs so that creditors

find it difficult or even impossible to obtain payment. The same appears true of his companies.

[19] Reparation is ordered against Mr Ashenden on each charge as sought in the attached schedule. While the total reparation in respect of each "purchaser" reflects to a significant (but not total) extent the varying impact of this scheme's promotional material on its victims, a good part of that reparation has been borne by investors who (though to a much lesser extent) can also be seen as victims of Mr Ashenden.

[20] The reparation thus ordered against Mr Ashenden across the relevant 15 charges totals $37,636.10. That against Meguro Limited is $5,128.84 on a single charge.

[21] The Home Finance Company Limited was a primary marketing vehicle for this scheme. All but four of the charges against it relate to advertisements in the "Manukau Courier" a free newspaper widely distributed in South Auckland. There are five pairs of charges reflecting aspects of that advertising campaign and then its follow up on particular purchases. In one instance (CRNS 08004501978-9) it appears one formula was erroneously repeated in two informations rather than separate formulas in each. The result is a duplication which cannot stand. Accordingly on CRN 08004501979 the conviction is vacated and the information is dismissed without prejudice so that its dismissal does not taint the conviction on 1978.

[22] The scheme which is the subject of the present charges was current at the same time as the virtually identical scheme which was the subject of the Southern Housing Group judgment which, in para [7], refers to that scheme being advertised between February 2003 and January 2005. The charges before this Court relate to advertisements and other representations over the months March to December 2004. The involvement of Mr Ashenden is a feature common to both schemes but in the Southern Housing Group cases he personally faced no charges and the companies involved there are different to those here. So no issues arise as to any discounting of penalties here because of those imposed in the Southern Housing Group cases. Rather it is an aggravating factor in respect of Mr Ashenden that the matters now

before this Court are not the full extent of his involvement in illegally promoted schemes of this type.

[23] The present cases concern a scheme which appears to have been more widely and intensively promoted and drew in more victims than did that in the Southern Housing Group cases. That reflects the much larger community here and thus the much larger number of potential victims for cynically and illegally promoted schemes of this type. So, while the Southern Housing Group sentence indication and sentencing judgments are a very valuable resource, the sentences here must reflect the greater coverage and intensity of the Auckland scheme.

[24] There are now 47 charges against The Home Finance Company Limited and 43 charges against Mr Ashenden.

[25] The totality principle looms large to the extent that the proper approach must be to assess a total penalty, apportion that between Mr Ashenden and The Home Finance Company Limited, and then apportion it amongst the various charges against each. Inevitably that will result in inadequate fines in respect of each charge separately considered. Denunciation and deterrence are major considerations as is the need to ensure that schemes so promoted do not operate at a profit, and indeed that once penalties are brought into account they will be loss making to a salutary degree.

[26] By s.40(2) Fair Trading Act 1986:

> "(2) Where a person is convicted, whether in the same or separate proceedings, of 2 or more offences in respect of contraventions of the same provision f this Act and those contraventions are of the same or a substantially similar nature and occurred at or about the same time, the aggregate amount of any fines imposed on that person in respect of those convictions shall not exceed the amount of the maximum fine that may be imposed in respect of a conviction for a single offence."

[27] As this Court noted in *Commerce Commission v Zenith Corporation Ltd* [2006] DCR 757 at para [79]:

> "Section 40(2) is to the same effect as s 79(2) of the Australian Trade Practices Act 1974. In the context of that legislation the Federal Court of

Australia in *Ducret v Colourshot Pty Ltd* (1981) 35 ALR 503; (1981) 3 ATPR 40-196 stated:

> "Separate contraventions of the Act committed at an interval of two months could not reasonably be regarded as having occurred at about the same time. The relevant frame of reference is, I conclude, to offences so close together in time that there is a basis in reality for attributing to them a unity in the commission of the actus reus of each. Construing the section in the light of these observations it would seem that it would be unsound to regard the offences against s 59(2) with which this court is concerned as being committed at about the same time as each other if they were separated by more than, at most, say three days. Accordingly, for the purposes of s 79(2), I regard those offences which were committed at intervals not less than four days of each other as offences occurring otherwise than at about the same time as each other. "

and at para [82]:

> "The issue then arises as to whether, within each group, the false representations are of the same or a substantially similar nature. The defence submits that representations that Body Enhancer will assist with certain outcomes in the body provides the required degree of commonality. It refers by way of example to *ACCC v The Vales Wine Co Pty Ltd* (1996) 145 ALR 241; (1996) ATPR 41-480. There all charges related to the quality of wine supplied. The issue here is much more complex. The obvious purpose of the subsection is to avoid unfair aggregation of penalty. It recognises the nature of modern advertising which, in a technical sense, gives rise to many publications in the sense that every copy of printed material or repeat of a radio or television advertisement is itself a publication. The test of "the same or substantially similar nature" is directed at least in part to the extent and membership of the target audience ....."

[28] That approach was upheld on appeal (*Zenith Corporation Ltd v Commerce Commission* H.C. Auckland CRI-2006-404-245; judgment of Andrews J 27 May, 2008).

[29] Here all the representations charged were to the same general effect and false or misleading in essentially the same way. But the timespan over which they were made brings s.40(2) into play in only a few instances. A crucial feature is the persistency and intensity of the false or misleading advertising. Its target audience, and its general effect, were unchanged throughout.

[30] A wider campaign and several target audiences would (as in *Zenith*) have justified greater overall penalties. What distinguishes this case from most prosecutions of this general type was the extent, in terms of money and time, of the

legal commitments the victims were drawn into making, and the associated long lasting further onerous obligations such as those relating to property maintenance/upgrading.

[31] Particularly because of the number of charges, the impact of Court costs of $132.89 per information needs to be brought into the calculation as do solicitor's fees. The massive shortcomings of the Costs in Criminal Cases Act 1967 and the regulations thereunder have been the subject of extensive judicial criticism for well over four decades but those provisions continue to bind the Court. Here the factual matrix is extensive and complex. The prosecution has necessarily had to devote a huge amount of time and effort to it. That has resulted in a Court file comprising five full Eastlight files, enough loose paper to fill a good part of a further such file, and three bound volumes each nearly as large as an Eastlight. Whilst part of that material relates to the investor companies no longer before the Court, it all stems from Mr Ashenden's schemes. Solicitor's fees at $226 per charge are apt in terms of the regulated scale, though very inadequate. If only lesser amounts could be awarded on the prescribed scale the case for an above scale award (which has not been sought) would be overwhelming. The impact of Court costs totalling $11,960 and solicitors' fees totalling $20,340 must be taken into account when fixing fines.

[32] Given the nature, intensity and coverage of the advertising charged, the number of proven victims and the effects upon them, as well as all the other factors mentioned in the substantive judgment or earlier in this one the Court is satisfied that, at the very least, overall penalties of $225,000 are called for. There are no mitigating circumstances. The principles already discussed require that total (and Mr Ashenden's share of it) to be reduced by $15,000 because of the reparation orders and a further $30,000 because of the orders in respect of Court costs and solicitor's fees. Mr Ashenden was the architect and prime mover. It is just that of the total $195,000 (before adjustment for reparation) Mr Ashenhen bear two thirds (i.e. $130,000) from which the $15,000 is then deducted (i.e. $115,000 plus solicitor's fees and Court costs). The Home Finance Company should bear $65,000 plus solicitor's fees and Court costs.

[33] For a time Mr Ashenden was represented in these proceedings by experienced counsel. For whatever reasons counsel's instructions were discontinued and he was granted leave to withdraw. Thereafter Mr Ashenden (said to be abroad) played no part in the case. The difficulties in assessing the truth as to his financial circumstances (and that of Megaro Limited) are apparent from matters already referred to, including his extensive network of interlinked companies and trusts. The Court can only proceed on the basis that there exists on the part of Mr Ashenden an ability to pay fines and reparation but also an ability to manipulate his complex financial affairs so that there are funds available if he wants them to be but not otherwise.

[34] There are, in this offending, strong elements of cynicism and the calculated exploitation of people struggling financially. Deterrent penalties are imperative in the public interest. They cannot here be discounted by reason of what would necessarily be guesswork and speculation as to Mr Ashenden's true overall financial situation. He has chosen not to provide this Court with credible and comprehensive material on that topic, or indeed with any material at all. There is no basis apparent for directing that reparation be paid other than in a lump sum and soon. Mr Ashenden needs to appreciate that although these are "fine only" offences he could suffer imprisonment for non-payment of fines. Non-payment of reparation is seriously regarded by the Courts. Failure to pay it could likewise cost him his liberty.

[35] Five of the charges against The Home Finance Company Limited relate to advertisements ("why rent when you can own, rent is dead money") acted upon by particular purchasers. Identical advertisements at around the same time are also the subject of charges without reference to particular purchasers. To avoid any suggestion of doubling, up on each of those five purchaser charges (1978, 1980, 1983, 1984 and 1988) the company is ordered to pay Court costs of $132.89 and a solicitor's fee of $226. Informantion 2274, also related to a specific purchaser, refers to Manukau Courier advertisements "why rent when you can buy" when, likewise, the land was offered under a long-term agreement for sale and purchase over 30 years and legal title would not pass until the final instalment had been paid or the land was refinanced (at a cost, amongst other things, of substantial early

settlement fees). Again a number of other charges refer to that form of advertisement on particular occasions within the period encompassed by the specific purchaser charge. On that information also the company is ordered to pay Court costs of $132.89 and a solicitor's fee of $226.00.

[36] Four informations relate to representations to purchasers that they would own the property (for which they thereafter signed up) when what was involved was a 30-year instalment agreement as already summarised. These charges go to the very heart of the false or misleading nature of the promotion of this scheme. Whereas ownership in the ordinary senses of the word was implicit in the advertisement already mentioned, in these particular cases it was explicitly stated. On each of these four informations (1982, 1985, 1987, 1989) the company is fined $2350 plus Court costs $132.89 and a solicitor's fee of $226.

[37] The remaining 37 charges against The Home Finance Company Limited relate to the same number of advertisements in the Manukau Courier over the period 2 March 2004 to 14 December 2004 featuring "why rent when you can buy" and "why rent when you can own, rent is dead money" when what was being promoted was the scheme already described. On each and every one of those informations (numbers 1990-7; 2001-2; 2004-9; 2010-15; 2021-36) the company is fined $1500 together with Court costs $132.89 and solicitor's fees $226.

[38] What distinguishes Meguro Limited from the other investor companies is that it was controlled by Mr Ashenden and thus not merely liable for his false and misleading promotional activities by reason of s.45 Fair Trading Act but fixed with actual knowledge. In those circumstances there is no good reason to depart from, and every reason to follow, the approach of Judge Phillips' in respect of Newfound Land Limited and Southern Housing Group. He started at the $25,000 level and made appropriate deductions.

[39] Meguro faces only one charge and that in relation to a "purchaser" in respect of whom Mr Ashenden was also charged. The total reparation of $10,257.68 is apportioned equally between Meguro and Mr Ashenden. It is largely comprised of

an early settlement fee of no less than $10,257.68 which Ms Mika had to pay to unburden herself of the abnormally onerous aspects of her transaction.

[40] Allowing for the involvement of two defendants and the imposition of reparation, Meguro Limited is fined $10,000 plus Court costs $132.89 and a solicitor's fee of $226. In addition it is ordered to pay reparation of $5128.84 in a lump sum by 1 May 2011 (information 08004302275). Details of the reparation recipient are in the schedule to this judgment.

[41] The factors relevant to the sentencing of Mr Ashenden have already been set out in this judgment or the one entering convictions. Of the 15 victims for whom reparation is sought three are the subject of specific charges. Reparation orders can be made on those charges. In accordance with the approach taken by the Court on the charges against The Home Finance Company Limited, because those victim specific charges cover periods also addressed by informations referring to advertising on specific days, on each of those informations (08004506043-8) Mr Ashenden is ordered to pay Court costs of $132.89 and a solicitor's fee of $226. In addition on information 08004506045 (Fifita) he is ordered to make reparation of $3849.26 in a lump sum by 1 May 2011; on information 08004506046 (Mika) reparation of $5128.84 in a lump sum by 1 May 2011; and on information 08004506048 (Williams) reparation of $1454.15 in a lump sum by 1 May 2011. Details of the reparation recipients are in the schedule to this judgment.

[42] Each of the other 37 informations against Mr Ashenden (08004506049-85) refers to advertisements in the Manukau Courier on specific dates. There are the two similar themes: "why rent when you can buy" and "why rent when you can own, rent is dead money" in each instance when what was being promoted was a long-term agreement for sale and purchase by instalments over 30 years and where legal title would not pass until the final instalment had been paid or the land was refinanced (at a cost, among other things, of substantial early settlement fees). On each and every one of those charges Mr Ashenden is fined $3500 and ordered to pay Court costs of $132.89 and a solicitor's fee of $226.

[43] Reparation for the remaining 12 purchasers listed in this attached schedule needs to be ordered in the context of those charges. In each instance the Court has endeavoured to select a charge referring to an advertisement in the period leading to the date of the relevant agreement.

[44] Accordingly Mr Ashenden is ordered on the respective informations listed below to make reparation, in each instance in a lump sum by 1 May 2011, in the amounts listed below. Detailed particulars of those in whose favour the respective orders are made appear in the schedule to this judgment.

Informations	**Amount**	**Recipient**
08004506050	$1625.84	Latu
08004506052	$3745.27	Robertson-Paraha
08004506055	$1783.96	Tosini
08004506056	$3807.45	Ese
08004506064	$1896.65	Kiri
08004506074	$3284.78	Hudson & Erai
08004506076	$2331.59	Peters
08004506077	$886.00	Sanford
08004506078	$2816.40	Ford & Ngarouru
08004506079	$1132.12	Fuimaono
08004506080	$1394.82	Aki
08004506082	$2500.00	Te Pania

Signed at Auckland this 25th day of March 2011 at 2.16 ~~am~~ / pm

L H Moore
District Court Judge

Reserved Decision of
His Honour Judge L H Moore was delivered by
PDF pursuant to Section 68(3) of
Summary Proceedings Act 1957 by me this
25th day of March 2011.

S. Kim
Deputy Registrar
District Court
Auckland

Sue Kim
Deputy Registrar