CITATION:	*Reynolds v City of Darwin* [2021] NTCA 3
PARTIES:	REYNOLDS, Carolyn Jane v CITY OF DARWIN
TITLE OF COURT:	COURT OF APPEAL OF THE NORTHERN TERRITORY
JURISDICTION:	CIVIL APPEAL from the SUPREME COURT exercising Territory Jurisdiction
FILE NO:	AP 13 of 2020 (22035126)
DELIVERED:	6 September 2021
HEARING DATE:	6 September 2021
JUDGMENT OF:	Grant CJ, Blokland J and Riley AJ

REPRESENTATION:

Counsel:

Appellant:	Self-represented
Respondent:	W Roper

Solicitors:

Appellant:	Self-represented
Respondent:	Minter Ellison

Judgment category classification: C
Number of pages: 4

IN THE COURT OF APPEAL
OF THE NORTHERN TERRITORY
OF AUSTRALIA
AT DARWIN

Reynolds v City of Darwin [2021] NTCA 3
No. AP 13 of 2020 (22035126)

BETWEEN:

CAROLYN JANE REYNOLDS
Appellant

AND:

CITY OF DARWIN
Respondent

CORAM: GRANT CJ, BLOKLAND J AND RILEY AJ

REASONS FOR JUDGMENT
(Delivered *ex tempore* on 6 September 2021)

THE COURT:

[1] This is an appeal from a decision delivered by the Supreme Court on 30 October 2020. The facts and procedural history are as set out by Justice Barr in the reasons for that decision.

[2] The appeal was originally listed to be heard on 17 February 2021. On that day, the appellant made application to adjourn the hearing of the appeal, principally on the basis that her medical condition precluded her from properly prosecuting the matter at that time, and on the basis that she had not had adequate opportunity to take legal advice and to

procure legal representation in relation to the matter. The application for an adjournment was granted and the appeal was subsequently listed to be heard today, which effectively afforded the appellant more than six months to make appropriate arrangements for the prosecution of the appeal.

[3] At the commencement of the hearing, the appellant made an application for a further adjournment of the appeal, essentially on the same grounds. That application was not supported by any medical evidence beyond a bare certification from a general practitioner that the appellant is suffering from a "medical condition" and is "unfit" in some unspecified manner. The application was opposed by the respondent on the ground that the due and proper administration of justice now requires the determination of the matter. Until that occurs, the respondent will continue to be exposed to delay, costs and a lack of certainty concerning its use of the premises the subject of the appeal.

[4] This Court would ordinarily be slow to refuse an application for adjournment made by an unrepresented litigant. However, in the circumstances of the present case there is no real prospect that the appellant will be able to take the steps she asserts are necessary in the prosecution of this appeal. That situation might be capable of amelioration if the appellant was able to secure professional and qualified legal representation. Unfortunately, the appellant has not done so to this point in time, despite her assertions that she has

approached many legal practitioners for that purpose. The application for the adjournment of the hearing of the appeal was refused, and the appellant then made oral submissions in supplementation of the 29 pages of written submissions she had already filed. We did not require any oral submissions from the respondent in supplement to its written outline of submissions.

[5] The essential question for determination is whether the respondent is precluded from being granted vacant possession of Lot 5245 Town of Darwin on the basis that the appellant exercised an option to renew the lease over that land by accepting the offer of renewal contained in cl 10(1) of the Lease document. The evidence in the matter plainly establishes that the Lessee (the appellant) at no stage served written notice on the Lessor (the respondent) that she accepted the standing offer of renewal, as is required by cl 10(2) of the Lease document. As the Supreme Court correctly found, the requirement was for service of a written notice. It is plain on the facts that no written notice was served at any time.

[6] Even if it was to be accepted for the sake of argument that the clause permitted oral notice to be given, the evidence does not establish that the appellant at any relevant time informed the respondent that she accepted the lease extension offer. The highest the appellant's evidence goes is that Council employees were generally aware of her plans for the premises and that she tried to arrange a meeting with

Council officers to discuss renewal, although even that account was disputed by the Council officers concerned. Nor is there evidence that any employee or agent of the respondent made any representation to the appellant which gave rise to an estoppel or other equitable remedy.

[7] The appellant's other grounds of appeal concerning denial of natural justice, bias and the allocation of weight to evidence are without merit. Even were that not so, they do not bear upon the fundamental issue concerning the failure to give notice.

[8] Those matters being so, and given that the appeal from the Local Court to the Supreme Court is limited to questions of law, and that the appeal from the Supreme Court to this Court is similarly confined in these circumstances, the appeal must fail.

[9] The appeal is dismissed and the parties are to file and serve any written submissions they wish to make in relation to the issue of the costs of this appeal, the proceedings below and the proceedings at first instance by close of business on 15 October 2021.