



[2] The necessary point of law identified is that the Court misinterpreted the intention to create legal relations which is fundamental to the law of contract. The applicants concede that the Court cited the relevant principles of law, but it is said that had they been applied correctly a different answer must have resulted.

[3] In our view, the case turns on its facts, or to put it another way it raises no serious question of law. In essence, the applicants complain that the Employment Court discounted evidence tending to show that the company was the employer. The Court correctly directed itself that it must consider the real nature of the relationship and it focused on the objective indicia.<sup>2</sup> The findings that it made were plainly available to it.

[4] In any event, the applicants face two further difficulties which appear to render the proposed appeal moot. The first is if they contracted as agents they did so without disclosing the principal. It is no answer to this that they did disclose what the Court found was their own trading name. The second is that s 25(2) of the Companies Act 1993 applies, meaning they are personally liable unless that would not be just and equitable. The applicants were personally responsible for the respondent's dismissal. All that might be said in their favour is that they did not intend to deceive by failing to disclose the company's name.

[5] The application for leave to appeal is dismissed. As the applicants are legally aided, we make no order as to costs.

Solicitors:  
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<sup>2</sup> At [41]–[46].