

ANTIGUA AND BARBUDA

IN THE INDUSTRIAL COURT

REFERENCE NO. 15 OF 2012

BETWEEN:

JOHN FIRTH

Employee

and

THE PROPRIETORS
CONDOMINIUM PLAN NO. 24/1989

Employer

Before:

The Hon. Dr. Hayden Thomas
The Hon. St. Lawrence de Freitas
The Hon. Samuel R. Aymer

Chairman
Member
Member

Appearances:

Mr. Kelvin John, Mr. Loy Weste and Ms. Lisa M. John Attorney-at-Law of Thomas
John & Co. for the Employee
Mr. Dane Hamilton Q.C. Attorney-at-Law of Hamilton and Associates for the
Employer

2014: April 14 and 15
2015: April 10

JUDGMENT

Thomas, Chairman

Background

- [1] The Employee, a citizen of Antigua and Barbuda and of Canada by birth, resides at Villa 27, Pillar Rock, Yeptons, in the parish of St. John in the Island of Antigua. He was a Director of the Board of the Employer. He was also the owner of a Condominium Unit at Pillar Rock. He commenced his Employment as General Manager with effect from May 1, 1997 at a monthly salary of US\$4,900.00.



[2] The Proprietors Condominium Plan No 24 of 1989 is a Corporation established under the Registration of Condominium Titles Act Cap 376 of the Laws of Antigua and Barbuda.

[3] The Employee received a letter dated June 17, 2008 terminating his employment with the Employer. The letter (Ref. PCP 4) states:

“Board of Directors
Pillar Rock Homeowners’ Association, P.O. Box 2639, St. John’s Antigua
June 17, 2008 Re: Memorandum of Agreement

Mr. John Firth
MV 7, Pillar Rock Condominium Resort, P.O. Box 2639, St. John’s, Antigua

Dear Mr. Firth:

Reference is made to the Memorandum of Agreement dated April 26, 2008 between the Board of Directors of Pillar Rock Homeowners’ Association and John Firth.

In addition to other clauses contained therein, the Memorandum of Agreement stipulated the length of the contract, annual compensation and annual increases. The amount of compensation has been the subject of many complaints from homeowners to the Board of Directors. The inference from these complaints is that the compensation is unwarranted and excessive.

After careful consideration of the homeowners’ concerns, the Board is now of the opinion that this Memorandum of Agreement is not in the best interest of Pillar Rock Homeowners’ Association.

Therefore, in accordance with the terms of the Memorandum of Agreement, the Board of Directors hereby elects to void our agreement with you as an independent contractor and hereby provides you with thirty (30) days’ notice of termination of the Memorandum of Agreement.

This agreement will be terminated effective July 17, 2008. You will be compensated in lieu of work during the thirty (30) day notice period. This compensation is subject to the satisfactory return of all Pillar Rock Homeowners’ Association assets, paper and electronic files and records.

The Board has engaged the services of Sunshine Inc., represented by John Matthews, to manage its affairs. All assets, paper and electronic files and records are to be turned over to Mr. Matthews.

We wish you the best in your future endeavors.

Very truly yours,

Board of Directors
Pillar Rock Homeowners' Association"

- [4] A Reference was filed in the Industrial Court on behalf of the Employee on May 3, 2012 by Ms. Lisa M. John-Weste of Thomas, John & Co., Attorneys-at-Law in respect of his employment with the Employer. The Complaint for hearing and determination was that "the Employee was unfairly dismissed by the Employer on the 17th day of June, 2008."

The Pleadings –Employee's Memorandum

- [5] The Employee outlined his case in a Memorandum dated 31st May 2012 which was filed in the Court on 1st June 2012. In it, he stated that he was employed as a full time employee with the Employer and worked under several fixed term contracts which were renewed on their expiration "up until the 17th day of June, 2008, when he was summarily dismissed by the Employer, without cause." He received paid vacation annually. He said that he worked diligently for over eleven years and never had any complaints made against him by the Employer.
- [6] At the time of his dismissal the Employee earned a salary of US\$6,350.00 per month. The Employee contends that the purported dismissal is unfair and unlawful, contrary to law and established industrial practice and is a deprivation of the Employee's protections and guarantees afforded under the Antigua and Barbuda Labour Code."
- [7] The Employee said that he worked under a Contract of Service and was summarily dismissed by his Employer without cause.

- [8] The Employer denied that the Employee was its employee but that he “was engaged under a contract for services as an independent private contractor with the unfettered total operation and management of the Employer’s condominium property.

Contractual Arrangement

- [9] In Paragraph 5 of his Memorandum the Employee stated that he worked under a contract of service and that his duties as General Manager were clearly documented. He said that he was subject to the absolute control and direction of the Board of Directors of the Employer throughout the duration of his employment. The Employee further stated that on April 26, 2008, he “completed negotiations for the continuation of his employment terms for a period of five (5) years commencing on May 1, 2008”.

Termination

- [10] On June 17, 2008, the Employee received a termination letter which he said did not satisfy any of the requirements for fair dismissal under the Antigua and Barbuda Labour Code.

Claim for Unfair Dismissal

- [11] In a letter dated October 16, 2008, the Employee’s representative wrote the Attorney-at-Law for the Employer alleging unfair dismissal. It claimed a total sum of US \$419,413.00 under various Heads.

Employer’s Memorandum

- [12] The Employer’s case is out lined in a Memorandum dated July 18, 2012, and filed with the Court on July 19, 2012. In it, the Employer denied that the Employee was its employee.
- [13] The Employer said that “at all material times the Employee was engaged under a contract for services as an independent private contractor charged with the unfettered total operation and management of the Employer’s condominium property.”
- [14] The Employer’s Memorandum also stated that it was agreed that the Employee’s contract for services would run for an initial period of two (2) years commencing May 1, 1997,

and that the same would be reviewed biannually. Under the contract, the Employee hired and fired staff, collected money on behalf of the Employer, prepared the annual budget and issued quarterly statements. He exercised control over the Employer's bank account and controlled his work schedule and work hours. In the last contract agreed on April 26, 2008, the Employee asserted orally and in writing that he was an independent contractor.

- [15] The Employer stated that on or about March 20, 2008 it sought a declaration from the Employee to confirm that it would not be held liable to meet any tax obligation payable by the Employee "in relation to his contract for services." The Employee became offended and gave 30 days notice of his intention to resign from April 25, 2008, some eight months before the end of the contract period.

Memorandum of Agreement

- [16] An understanding between the two parties was subsequently reached which led to the signing of a Memorandum of Agreement dated April 26, 2008, between the Employer and Employee. The Agreement was for the re-engagement of the Employee as an "independent Contractor" for a 5 year term commencing May 1, 2008.

- [17] The Memorandum also stated inter alia.

- (1) "that John be offered the following contract

May 1 '08 - April 30 '09	\$76,211.00
May 1 '09 - April 30 '10	\$82,109.00
May 1 '10 - April 30 '11	\$84,515.00
May 1 '11 - April 30 '12	\$87,003.00
May 1 '12 - April 30 '13	\$89,575.00

- (2) "During the first year of this contract we maintain the agreement which has been in existence that either party may void the contract without prejudice by giving 30 days notice of intent to do so."
- (3) "John is being retained as an independent contractor. There are to be no bonuses, gratuities, cost of living increases, housing allowances, or other

compensation, except for reimbursement for expenses directly incurred by John on behalf of Pillar Rock.”

- [18] Based on his previous employment and the terms of this Memorandum of Agreement, the Employee contended that he was employed under a contract of service with the Employer and that his employment was governed by the Antigua and Barbuda Labour Code.
- [19] On the other hand, the Employer contended that given the terms of “the contract for services”, it was not bound to establish just cause or otherwise to meet the requirements of the Antigua and Barbuda Labour Code.
- [20] The Employer reiterated that conditions established under the Antigua and Barbuda Labour Code were not relevant bearing in mind that the Employee was engaged as an independent contractor. The Employer maintained that the Employee is not entitled to the amount claimed.

Issues

[21] The relevant issues are:

- (1) Whether the Employee’s employment involved a contract of service or a contract for services i.e. services as an Independent Contractor.
- (2) Whether the Employment contract came to an end at the time of resignation or it continued seamlessly.
- (3) Whether the termination of the Employee’s contract of Employment was unfair.
- (4) If the Employee was unfairly dismissed, what is the measure of damages due to him?

Legal Considerations

[22] “Contract of Service” compared to “Contract for Services”

According to Lord Denning in the case *Stevenson Jordan Harrison Ltd. v. MacDonald and Evans* [1952] 1 TLR 101, “..... it is almost impossible to give a precise definition of the distinction. It is often easy to recognize a contract of service when you see it, but

difficult to say wherein the difference lies.” I have, however, taken the following into consideration:

- (1) Comments made by Pilgrim P in this Court in **Pestaina v. Dickenson Bay Management Ltd. (Ref. No. 9 of 2008)** as follows:

“Under a contract of service, the worker agrees to serve another. Under a contract for services the worker agrees to provide certain services to another.”

“..... the fundamental test to be applied is this ‘is the person who has engaged himself to perform these services performing them as a person in business on his own account?’ If the answer to this question is “yes” then the contract is a contract for services. If the answer is “no”, then the contract is a contract of service”.

“In many cases the question can only be settled by examining the whole of the various elements which constitute the relationship between the parties.”

“A contract for services may exist even though a substantial measure of control is evident.”

- (2) Webster J, in the case **WHPT Housing Association Ltd. v Secretary of State for Social Services [1981] ICR 737**, opined that the difference between contract of service and one for services must reside essentially in the terms of the principal obligation agreed to be undertaken by the employee. He said “..... [I]t seems to me, that the principal obligation undertaken by the employee is to provide himself to serve: whereas in a contract for services the principal obligation is not to provide himself to serve the employer but his services for use of the employer.”
- (3) In the book “Mead’s Unfair Dismissal” (5th Edition), 1994, pp 1-8 (Longman, London, by Michael Rich and Ian Edwards edited by Helen Mead, various tests which could be used have been suggested for consideration. These include, for example:

A control test based on the proposition that the employer had the right to control the employee as to the work to be done and the manner in which it is to be done.

If the employer did not have the right to control the manner in which the work was to be done, then the contract was not a contract of service.

[23] In answering the question “What is a contract for services?” Natalie Corthesy and Carla Ann Harris-Roper in **Commonwealth Caribbean Employment and Labour Law 2014**, Routledge, N.Y., p. 95 said:

“The relationship between the employer and the independent contractor is also governed by common law principles of contract. Reference to “independent” suggests that the individual does not rely on the employer to carry out his tasks and ‘contractor’ implies that the job in question is for a specified period rather than an on-going assignment with no prescribed date of termination. The distinction between the contract of service and the contract for services has been deemed to be one of fact not law.”

[24] 1. Section C 56 of the Antigua and Barbuda Labour Code states:

“Every employee whose probationary period with an employer has ended shall have the right not to be unfairly dismissed by his employer; and no employer shall dismiss any such employee without just cause.”

[25] 2. Section C 57 “For the purposes of this part, an employee will not be deemed to have been unfairly dismissed if his employment is terminated at the expiration of the term specified at the time of his hire.”

[26] 3. Section C 58(2) “The test, generally, for deciding whether or not a dismissal was unfair is whether or not, under the circumstances, the employer acted unreasonably or reasonably but, even though he acted reasonably, if he is mistaken as to the factual basis for the dismissal, the reasonableness of the dismissal shall be no defence, and the test shall be whether the actual circumstances which existed, if known to the employer, would have reasonably led to the employee’s dismissal.”

The First Issue

- [27] Whether the Employee's employment involved a contract of service or a contract for services i.e. services as an Independent Contractor.

The Employee's Evidence

- [28] The Employee's main evidence was outlined in his Witness Statement dated September 10, 2013, which was filed in Court September 13, 2013, and amplified in Court during the hearing on April 14, 2014.
- [29] Mr. Firth was a brick layer by trade and Manager of a company in Canada for some twenty five years. He had 25 employees.
- [30] He was a Director of the Board of the Proprietors Condominium Plan, No. 24/1989 and owner of a Condominium Unit at Pillar Rock when Hurricane Luis struck Antigua in 1995. He came to Antigua to ensure that his unit was rebuilt properly. He agreed on request of the Board to stay on as General Manager to oversee the reconstruction of the Condominium properties.
- [31] He said that he "worked under several purported fixed term contracts," which were renewed for successive periods upon each interval of their expiration. He did so until June 17, 2008, when he reportedly was summarily dismissed by the Employer, without cause. At the time he was earning US \$6,350.92 per month. He emphasized that as General Manager he received a salary and free living accommodation. He was subject to control and direction of the Board of Directors of the Employer and reported to them throughout the period of his employment.
- [32] Mr. Firth said that he worked under a Contract of Service and that he worked diligently for the Employer for over eleven (11) years and had never been guilty of any misconduct.
- [33] Other salient points, raised were that:

- (1) Salary cheques were paid to the Employee directly and not through his Company WHSR Ltd.
- (2) A vehicle, which was owned, maintained and insured by the Employer, was provided by the Employer to the Employee throughout his employment.
- (3) The Employee was provided with an office including stationery by the Employer at Pillar Rock.
- (4) The Employee was given fully paid vacation each year.
- (5) The Employer sought payment for outstanding personal income tax by the Employee
- (6) The Employee signed a contract on April 26, 2008, for the continuation of his employment.
- (7) The Employer was not entitled to terminate the Contract before the expiration of five years.
- (8) The letter of termination gave the reason that his salary was excessive and that the said Contract of Employment was not in the best interest of the Employer.
- (9) The Employee through his Legal Representative claimed a sum of US \$548,048.54 under various heads as follows:

Severance Pay	\$ 69,860.08
Notice Pay	\$ 6,350.08
Vacation Pay	\$ 52,425.38
Consummation of 5 year contract	<u>\$419,413.00</u>
	\$548,048.54
- (10) The Employee was unsuccessful in mitigating his loss by seeking alternative employment.

The Employer's Evidence

- [34] The Employer's main evidence is outlined in Witness Statements filed in Court by Steven Mallor on October 31, 2013 and Stewart Bither on January 8, 2014. These were elucidated in Court.

- [35] Mr. Mallor claimed that at all material times, “the Employer was engaged under a contract for Services as an Independent Private Contractor charged with the unfettered total operation and management of the Employer’s condominium property.”
- [36] The relevant Minutes of the Executive Committee of the Proprietors of the Condominium Plan states: “RESOLVED (UNANIMOUS) that WHSR (John Firth) be given a two year contract, commencing May 1, 1997 to manage the property.” This followed expressed preference by the Employee for “an arrangement whereby he or his management company, WHSR Ltd., would be appointed as an Independent Contractor so that his liability to pay taxes and the amount thereof would be matters exclusively within his purview.” It was, therefore, decided that the Employee would be engaged under a contract for services. As such the Employee had the exclusive right to hire and fire staff, to collect money on behalf of the Employer, to prepare the annual budget, to issue quarterly statements, to control his own work schedule and hours of work and to have exclusive control over the Employer’s bank account.
- [37] The Employer emphasized that it did not supervise the Employee’s work on a day to day basis or give directions as to how he should carry out his work.
- [38] With reference to payment of Personal Income Tax, the Employer quoted the Employee as writing in an email dated July 13, 2008:
- “I was hired as a private Contractor. My personal Income Tax is between me and Inland Revenue and has nothing to do with Pillar Rock.”
- [39] To further strengthen its claim that the Employee regarded himself as a Contractor and not an employee, the Employer quoted from a letter dated May 28, 2008 which the Employee wrote to KPMG, Certified Public Accountants as follows:
- “[A]s to my status here as a Contractor, rather than an employee, I have minutes from a meeting when I first came here that clearly state that Pillar Rock is hiring my management Company to manage this property. Since then the company is no longer, but the understanding has been that I am still a Contractor and not an

employee. My contract comes up for renewal periodically -- an employee will not have to renegotiate his contract.”

No statutory deductions were made from the Employee’s compensation package.

[40] In his Witness Statement and evidence given to the Court, Stewart Bither – a member of the Board – stated that at all material times, John Firth was engaged under a contract for services as an Independent Contractor charged with the total operation and management of its Employer’s Condominium property.

Employee’s Submissions

[41] Counsel for the Employee filed his written legal submissions with the Court on May 20, 2014. He pointed out, *inter alia*, the following:

- (1) The Employee was employed as an employee under a contract of service and his employment was terminated unfairly.
- (2) The Interpretation Section of the Act defines an “employee” as “any person who enters into or works under or stands ready to enter into or work under , a contract with an employer, personally to perform any services or labour, whether the contract be oral or written, expressed or implied;.....”
- (3) The question to be decided is whether the facts of the case support that Mr. Firth was an employee or an independent contractor.

[42] In an attempt to prove that Mr. Firth was an employee and not an independent contractor, Counsel for the Employee relied among others on the Court of Appeal case **Young & Woods v Cyril William West (1980 WL 149580)**. The Court found that despite the fact that the Employee sought to be classified as an Independent Contractor “to be better positioned for tax purposes to which the Employer agreed, it was nevertheless held that the employment contract constituted a contract of service and that West was an Employee.”

- [43] Among other things, Counsel also submitted that John Firth was provided with an office, was paid monthly, received vacation pay, and did not work for anyone else during the period of his employment with the Employer
- [44] The Employee submitted that in the circumstances, any stated preference of classification was irrelevant and re-emphasized that a contract of service existed between the Employer and the Employee.

Employer's Submissions

- [45] Counsel for the Employer filed his written Employer's submissions with the Court on May 7, 2014. He reiterated the details of the contract which was initialled by the Employer and the Employee on 26th April, 2008 to be in effect from 1st May, 2008. He referred to the offer to John Firth of a "long term contract as an independent contractor to manage Pillar Rock." There are to be no bonuses, gratuities, cost of living increases, housing allowances, or other compensation except reimbursement for expenses directly incurred by John on behalf of Pillar Rock. Counsel further submitted that if as contended by John Firth that he was an employee of Pillar Rock under a contract of services that he voluntarily terminated his contract of employment by giving the Board 30 days notice. This was not denied by the Employee
- [46] Several legal authorities were cited by Counsel to prove that the Employee was employed under a contract for services and not a contract of service. One case was that of **Massey v Crown Life Insurance [1978] 2 A E R 577**. He stated that this case bears striking similarity to the case at bar. Counsel stated the following:

"Lord Denning MR examined the law as it relates to contracts of service and contracts for services. On the facts, the appellant/employee was employed as a branch manager by the respondents, an insurance company and as a general agent under two contracts between 1971 and 1973. He received wages and paid taxes as a general manager. In 1973 he entered into a new agreement with the company and called himself John L. Massey & Associates, a registered business name as he wished to be taxed as a self employed

person. He was appointed manager of the company's branch and he made arrangement with Inland Revenue to be treated as a self-employed person for tax purposes. His duties were identical. He was dismissed by the company with one month's notice. He made a complaint to the Industrial Tribunal for unfair dismissal. On appeal to the Court of Appeal he contended that his relationship with the company remained throughout that of employer and employee regardless of what he choose to call himself or the way in which he was assessed to tax. The Court of Appeal held that he was not an employee and could not bring a claim for unfair dismissal. That he could not say for the purposes of claiming tax advantage he was not an employee and then say that for the purpose of claiming compensation for unfair dismissal he was an employee.....”

Analysis

- [47] It is now necessary for me to analyse the main arguments put forward by the parties concerned in order to arrive at a fair decision. To do so, I depend to a large extent on legal submissions filed by the Employer on May 7, 2014 and by the Employee on My 20, 2014.
- [48] In order to prove that the Employee's contract was one of contract of service and not contract for services, his Counsel relied heavily, among others, on the Court of Appeal case of **Young & Woods Limited v Cyril William West [1980] IRLR 236** reported in Westlaw as 1980 WL 149580. In that case “the Employee sought to be classified as an Independent Contractor to be better positioned for tax purposes to which the Employer agreed; it was nevertheless held that the employment contract constituted a contract of services.”
- [49] The Minutes of the Meeting of the Executive Committee of the Proprietor, Condominium Plan #2/1989 stated:
- “RESOLVED (UNANIMOUS) that WHSR (John Firth) be given a two year contract, commencing May 1, 1997 to manage the property.” It is clear to me that this was understood to be a contract for services. “Neither John Firth nor his offshore company paid taxes, or made any statutory deductions.”

[50] As stated by the Employer in its Memorandum of July 18, 2012, “under the contract the Employee enjoyed exclusive right to hire and fire staff; collect money on behalf of the Employer; to prepare the annual budget; to issue quarterly statements; to control his own work schedule and hours of work and to exercise exclusive control over the Employer’s bank account.”

[51] The Employee always asserted that he was an independent contractor. For example, in an email dated July 13, 2008, he stated:

“Personal Income Tax due:

I was hired as a private contractor. My personal Income Tax is between me and Inland Revenue and has nothing to do with Pillar Rock.”

Moreover, in a letter dated May 28, 2008 submitted to KPMG, Certified Accountants, the Employee wrote:

“[A]s to my status here as a contractor, rather than an employee, I have minutes from a meeting when I first came here that clearly state that Pillar Rock is hiring my Management Company to manage this property. Since then, the company is no longer but the understanding has been that I am still a contractor and not an employee. My Contract comes up for renewal periodically – an employee will not have to renegotiate his contract.”

[52] I am of the opinion that it should have been clear in the Employee’s mind that his was a contract for services and not a contract of service. The change of his interpretation seemingly only came about after his termination. It has to be said one “cannot have his cake and eat it.” Indeed if there was any doubt as to the intention of the initial contract, there can be none whatsoever of the intention of the contract initialled by both parties on April 26, 2008. I am fortified in this view by referring to the case of *Massey v Crown Life Insurance Co.* mentioned earlier. In that case, Lord Denning MR state” [I]f their relationship is ambiguous and is capable of being one or the other, then the parties can remove that ambiguity by the very agreement itself which they make with one another. The agreement becomes the best material from which to gather the true relationship between them.”

[53] For the reasons stated above, I conclude that the Employee was employed as an independent contractor under a contract for services. As a result, he was not an employee as defined by Section A5 of the Antigua and Barbuda Labour Code. He, therefore, cannot claim unfair dismissal under C56 of this Code.

Second Issue

[54] Whether the Employee resigned from his position or whether his employment with the Employer continued seamlessly under the new Memorandum of Agreement.

[55] Having concluded that the Employee was an independent contractor and not an employee under the Labour Code it is now hardly necessary to discuss the other issues. For completion, however, I shall do so. Did the contract come to an end when the Employee gave 30 days notice of his intention to resign with effect from April 25, 2008? Counsel for the Employee argued that the contract continued seamlessly following a Memorandum of Agreement signed on April 26, 2008. However, I am not of this view. It is my view that the contract obviously ended on the expiration of the 30 day period of notice on April 25, 2008. The signing of the new contract on April 26, 2008 established newly negotiated terms and conditions of employment as indicated by the following clauses initialled by the Employer and the Employee:

- (a) ".....That we offer John [Firth] a long term contract as an independent contractor to manage Pillar Rock."
- (b) "During the first year of this contract, we maintain the agreement which has been in existence, that either party may void the contract without prejudice by giving 30 days notice of intention to do so."
- (c) "John is being retained as an independent contractor. There are to be no bonuses, gratuities, cost of living increases, housing allowances, or other compensation, except for reimbursement for expenses directly incurred by John on behalf of Pillar Rock."

Clearly, the original contract came to an end on April 25, 2008, and a new one began on May 1, 2008. The two contracts did not continue seamlessly.

Third Issue

- [56] Whether the termination of the Employee's contract of Employment was unfair.
- [57] Since the Employee voluntarily resigned from the first contract because of his issue with respect to the payment of income tax, the termination now referred to must necessarily be the contract initialled on April 26, 2008. This new contract stated:
"During the first year of this contract, we maintain the agreement which has been in existence that either party may void the contract without prejudice by giving 30 days notice of intent to do so."
- [58] The Employer exercised his right as per the terms of the agreement. This being the case, the Employee cannot claim to have been unfairly dismissed. It should be noted also that one month's salary was paid in lieu of the required 30 days notice.
- [59] It is a fact that termination of the agreement was said to have been carried out because the amount of compensation in the contract of employment was deemed by the Employer home owners to be excessive. On the other hand, it is not required to state just cause for termination of an independent contractor. In my opinion, therefore, taking all the relevant facts into consideration, the termination cannot be deemed to be unfair.

Fourth Issue

- [60] If the Employee was unfairly dismissed, what is the measure of damages due to him?
- [61] Since the dismissal was deemed not to be unfair, then it follows that no damages are payable.
- [62] The Employee's Reference is therefore dismissed.

Costs

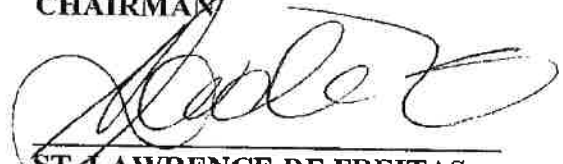
[63] There shall be no order as to costs.

Dated the 10th day of April, 2015

I agree



**DR. HAYDEN THOMAS
CHAIRMAN**



**ST. LAWRENCE DE FREITAS
MEMBER**

I also agree



**SAMUEL R. AYMER
MEMBER**