



Employment Court of New Zealand

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Burgess v Tutton Sienko and Hill Partnership [2025] NZEmpC 132 (1 July 2025)

Last Updated: 2 July 2025

IN THE EMPLOYMENT COURT OF NEW ZEALAND CHRISTCHURCH

I TE KŌTI TAKE MAHI O AOTEAROA ŌTAUTAHI

[\[2025\] NZEmpC 132](#)

EMPC 462/2024

IN THE MATTER OF	a challenge to a determination of the Employment Relations Authority
AND IN THE MATTER OF	an application for security for costs
BETWEEN	GARY OWEN BURGESS Plaintiff
AND	TUTTON SIENKO AND HILL PARTNERSHIP Defendant

Hearing: On the papers
Appearances: G Burgess, plaintiff in person
A Keir, counsel for defendant
Judgment: 1 July 2025

JUDGMENT OF JUDGE K G SMITH

(Recall)

[1] On 28 May 2025, I issued a judgment in this proceeding granting an application by the defendant for security for costs.¹

[2] It has come to my attention that the order made at paragraph [39] of that judgment provided for Mr Burgess to pay or provide security for costs no later than 29 June 2025, which was not a business day. The date should have been 27 June 2025, providing approximately one month for security to be paid or provided.

¹ *Burgess v Tutton Sienko and Hill Partnership* [\[2025\] NZEmpC 106](#).

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[3] In the circumstances, I consider it is appropriate to recall the judgment and to reissue it correcting that error. Since compliance by the intended date is no longer possible, it is in the interests of justice to allow Mr Burgess further time.
Paragraph

[39] of the judgment is amended to allow him to pay or provide security for costs no later than **14 July 2025**.

[4] As amended the judgment is recalled and reissued.

K G Smith Judge

Judgment signed at 3.15 pm on 1 July 2025

