

## APPEALS BOARD (LAND ACQUISITION)

### Practice Direction No 1 of 2009

#### Mediation in Land Acquisition Appeals Scheme (MiLAAS)

- 1 At any time after lodgment of the Notice of Appeal the parties to an appeal may refer the appeal to mediation under MiLAAS by lodging with the Registrar a Consent to Mediation. A Specimen of Consent to Mediation has been annexed to this Practice Direction.
- 2 No fees will be payable for lodgment of the Consent to Mediation.
- 3 Upon receipt of the Consent to Mediation from all parties –
  - (1) where the appeal is against an award of the Collector of less than \$500 000, the Board may appoint a Mediator;
  - (2) where the appeal is against an award of the Collector of \$500 000 or more the Board may appoint a Mediator if for any reason it sees fit or proper to do so;
  - (3) the Board may decline to appoint a Mediator without assigning any reason.
- 4 A Mediator will be appointed from the panel of assessors.
- 5 A Mediator may at any time withdraw from the mediation without assigning any reason and he must withdraw from the mediation if he is requested to do so by any party.
- 6 At any time and from time to time before the mediation concludes the Board may, for any reason it sees fit or proper to do so, appoint another Mediator or other Mediators to act jointly with or in place of any Mediator or Mediators previously appointed.
- 7 Mediation commences with the appointment of a Mediator and concludes –
  - (1) when the parties reach settlement; or
  - (2) when any party withdraws his consent; or
  - (3) upon expiry of 4 weeks from the date of commencement;whichever first occurs.
- 8 With the consent of the parties the Mediator may extend the time for mediation.
- 9 Where the Board appoints a Mediator –
  - (1) The Registrar will deliver to the Mediator appointed a copy of the Notice of Appeal and copies of the Grounds of Award, the Petition of Appeal and all other documents lodged (if any) and will fix the date, time and place of the first meeting of the parties with the Mediator.
  - (2) The Registrar will give to the parties notice of appointment of the Mediator and of the date, time and place of the first meeting.
  - (3) The Mediator will meet with the parties at the first meeting and may at any time and from time to time adjourn the first meeting or call another or other meetings and may communicate with one or another of the parties as often as he considers necessary or proper and will otherwise conduct the mediation in such manner as he sees fit or proper to facilitate settlement of the appeal.
  - (4) Except with the leave of the Mediator, each of the parties must attend in person or by his Solicitor or by a representative duly authorised in writing.

- (5) Unless the Mediator with the consent of the parties decides otherwise, all meetings will be held at the Conference Room at the Registry of the Board.
- (6) The Mediator will give a written Report to the Board at the conclusion of the mediation.
- (7) Where settlement has been reached, the Report will be signed by the Mediator and the parties and will state –
  - a. That all parties have given and have not withdrawn their consent to mediation;
  - b. The terms of settlement and that all parties have agreed these terms;
  - c. That all parties acknowledge that the appeal will be fixed for hearing for a Consent Decision/Order of the Board to be made in terms of the agreed terms of settlement.
- (8) Where settlement has not been reached at the conclusion of the mediation, the Report will be signed by the Mediator and will state –
  - a. That one or more of the parties has or have withdrawn his or their consent to mediation; or
  - b. That time for mediation has expired and has not been extended or further extended.

10 Where the Board declines to appoint a Mediator the Registrar will give to the parties notice to that effect.

11 Where settlement has been reached, the appeal will be fixed for hearing for a Consent Decision/Order to be made in terms of the agreed terms of settlement

12 Where the mediation concludes without any settlement having been reached, the appeal will be fixed for Pre-Hearing Conference for further directions.

13 MiLAAS is a voluntary scheme and the Board and its officers and the Mediators are not and each of them is not answerable for any loss, damage or expense suffered or incurred by any party to any mediation arising out of or in consequence of any act or default or words published by or on the part of any one or more of them in the course of or in connection with the mediation or intended mediation or MiLAAS.

Issued on the 16<sup>th</sup> day of February 2009