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IN THE WREXHAM COUNTY COURT

Claim No. 1 WX 00298

2nd Floor
Crown Buildings
31 Chester Street
Wrexham
LL13 8XN

Tuesday, 24th May 2011

Before:

DISTRICT JUDGE REEVES

Between:

WATSON

Claimant

-v-

JOHNSON

Defendant

Counsel for the Claimant:

MR McGEE

Costs Draftsman for the Defendant:

MR SWEENEY

TRANSCRIPT OF PROCEEDINGS

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A MR McGEE: Judge, good afternoon.

THE DISTRICT JUDGE: Good afternoon to you both. Come in please. I am sorry if I have kept you waiting.

MR SWEENEY: Not at all.

B THE DISTRICT JUDGE: Right, so who do we have?

MR McGEE: Right, I'm Mr McGee; I'm counsel for the claimant.

THE DISTRICT JUDGE: Thank you Mr McGee.

C MR SWEENEY: Mr Sweeney, sir, costs draftsman for the defendant.

THE DISTRICT JUDGE: For the defendant, yes? All right. My word, this has been a long day for me and I am... the wrong... Well, how are we to deal with this? McGee could you help me?

D MR McGEE: Well, I do not mind starting, if you would prefer, I do not think it will make any difference to be honest. I think, logically, as they are objecting to our bill—

THE DISTRICT JUDGE: Yes.

MR McGEE: —it is probably them to start, strictly speaking.

E THE DISTRICT JUDGE: That is what I thought and what I had got is the two statements: Mr Sweeney and Mr Walsh—

MR McGEE: Yes, yes.

THE DISTRICT JUDGE: —in the bundle.

F MR McGEE: Yes.

THE DISTRICT JUDGE: I am sorry; this is still a bit of a building site. We moved over from the other court—

G MR McGEE: Yes.

MR SWEENEY: Yes.

THE DISTRICT JUDGE: —and every now and again, there are workmen and goodness knows what else, so if you could bear with us for a bit.

H MR SWEENEY: Not at all sir.

THE DISTRICT JUDGE: Thank you, Mr Sweeney.

A MR SWEENEY: Sir, there is a single issue to be determined today. This is a case that fell within the Ministry of Justice protocol as a low value road traffic accident, and it settled at stage 2 of that protocol. The only item which is in dispute, sir, is the amount for the ATE premium, which is claimed in the sum of £400.

THE DISTRICT JUDGE: It is over £400.

B MR SWEENEY: Yes sir, including insurance premium tax it is over £400. So, we say that that, the level of that premium, is unreasonable, given the fact that this was a protocol claim.

THE DISTRICT JUDGE: Right.

C MR SWEENEY: The witness statement provides information as to other policies which cover this type of work, this type of claim. Sir, it is intended to illustrate that there are policies available which both include recovering stage one and stage two of the protocol at zero cost—

THE DISTRICT JUDGE: Right.

D MR SWEENEY: —but also there are various policies which include recovering stage one and stage two at between £75 and £100, some of those policies being staged policies, sir. This, to my knowledge, is not a staged policy, it is a single premium.

THE DISTRICT JUDGE: Of course, you have, no doubt, read the statement of Mr Walsh, I think it is?

E MR SWEENEY: Yes I have, sir.

THE DISTRICT JUDGE: It goes through the authorities and I have to ask myself, well, how do I approach this one, without expert assistance, as it were, if what he is saying, with no disrespect to you, of course, Mr Sweeney, is that your statement, as such, does not comprise or does not come close to being—

F MR SWEENEY: No sir, [*absolute sentiment?*]. I said to my learned friend that the evidence can only... the witness statement can only provide...

THE DISTRICT JUDGE: So you are in some difficulty, are you not Mr Sweeney on—

G MR SWEENEY: On that ground, sir, yes, but what I would submit is that in Mr Walsh's statement, he refers to the criteria under costs practice direction 11.10, which the court considers in relation to the reasonableness or otherwise of a premium, those include, sir, whether, I think it is under paragraph 4, whether or not part of the premium is refundable under the terms of early settlement, i.e. whether the premium is staged.

H One of the other cases that Mr Walsh relies on is *Rogers v Merthyr Tydfil County Borough Council [2006] EWCA Civ 1134*, which, of course, encourages the use of staged premiums in order to facilitate settlement, but so long as the proper notice of those stages has been provided to the paying party. In a case that, at least, is likely to commence within the protocol, whether or not it falls out of that protocol, is it not

A reasonable, sir, to investigate the availability of a staged premium in order to afford that discount, should the matter stay within the protocol?

THE DISTRICT JUDGE: What are you asking me to do, Mr Sweeney?

MR SWEENEY: Well, sir, the only test is—

B THE DISTRICT JUDGE: In a perfect world, I mean, am I to take one of these, £95, £100, £80, what do you say that I should do?

MR SWEENEY: Sir, what I say you should do is consider whether or not the disbursement is reasonably incurred. If it is not reasonably incurred, sir, I ask you to reduce it to a reasonable amount.

C THE DISTRICT JUDGE: And how do I assess what is a reasonable amount of disbursement?

MR SWEENEY: Well sir—

D THE DISTRICT JUDGE: Do I pluck one of the... I mean, there is a number of them attached to your statement. Which one do I choose?

MR SWEENEY: Well sir—

THE DISTRICT JUDGE: Do I choose the lowest or how do I go about that exercise?

E MR SWEENEY: That is entirely at your discretion, of course, sir, but as I said, the attachments to the statement are simply to indicate that—

THE DISTRICT JUDGE: No, I understand that.

MR SWEENEY: —there are several policies available.

F THE DISTRICT JUDGE: No, I understand, clearly, if you shop around you can get a cheaper policy than the one that was utilised in this case and obviously that must be the case but—

MR SWEENEY: But the thrust of that point, sir, is that until such time as a claim such as this falls outside the protocol, for whatever reason at any stage, there is little, if any, risk to the claimant. There is going to be no liability for adverse costs orders under stage one and stage two.

G THE DISTRICT JUDGE: Can I just pause there, Mr Sweeney, I'll come back to you, obviously.

H MR SWEENEY: Certainly.

THE DISTRICT JUDGE: Mr McGee, would you help me on this one please?

A MR McGEE: Well, I do not think I need to say a great deal, probably, I know you are as familiar with this as my friend and I. You have read the statement that we put in, which, as you say, deals with the various authorities, sets out the principles, the approach to be adopted, I do not think there is any dispute about the approach to be adopted. The difficulty is this, a particular difficulty with the statement, that I do not think you have alluded to and that I just want to point it, which is that the policies that are in there, with one exception, are not single premium policies and the difficulty with that, of course, is that if you are going to do a comparison, assuming that the comparison works at all, which we will come to, but assuming that you can do that kind of comparison, you have got to compare like with like, *[it is a fact of life?]*. If you do not like for like comparisons, you get a distorted result. Now only one of the policies there is a single premium policy and you will know, as well as we do, that the difference, a fundamental difference, between the single premium policies and the staged policies, is that the staged policies start low but go up much higher. They go up much higher as you get nearer to trial and I do not know if you have waded your way through all the certificates that were attached to Mr Sweeney's statement?

B

C

THE DISTRICT JUDGE: No, I have not waded through all of them, I will be honest, but I can be taken to any of them that you wish me to be taken to.

D MR McGEE: Well, by way of example, if we start with the Financial and Legal one, which is... which one is that? That is the Templeton... There, which is exhibit 6.

THE DISTRICT JUDGE: Exhibit 6, thank you. Right, Financial and Legal, yes.

E MR McGEE: Right, and you just look at the way it goes, and you are asked to look at the facts that where the claim settles within the protocol, it is £95 plus tax, true enough, but of course, it comes off that and then goes, when court proceedings are not issued it goes up to £430, and at stage three it goes up to £800, and that is indicative of the kind of trade off that you get. You get it starting low but ending up much higher and just very briefly to... if you just look on at the next one, for example, the First Assist one, which is exhibit 7, now my copy of this is not great but I think you can probably just make out that the final figure there of—

F

THE DISTRICT JUDGE: £1,795?

MR McGEE: £1,795, it goes up to, does it not?

G

THE DISTRICT JUDGE: From £50 initially.

MR McGEE: Yes, and then, if you go to the next one, the Temple one.

THE DISTRICT JUDGE: Yes.

H MR McGEE: Now, we do not have all the details there about what the various stages are but you can see that that actually, even at premium B, which I suspect is proceedings issued, gets to £787.50 and the final one, if you get close to trial, it is actually nearly £3,000.

THE DISTRICT JUDGE: Yes.

A MR MCGEE: And the final one in the exhibit 9, I think, and again the photocopying is not great, but I think that says “case settled 45 days or less before final hearing” the final total, does that really say £3,780? I think it does.

THE DISTRICT JUDGE: Yes, at the bottom?

B MR MCGEE: Yes.

THE DISTRICT JUDGE: 45 days or less, gross premium £3,600—

MR MCGEE: 600.

C THE DISTRICT JUDGE: 600, yes, plus the £180: £3,780.

MR MCGEE: £3,780 and that is part of the problem here that, okay, that is what happens when you have a low start on a staged premium. What we have is a flat rate of £395, and the question you are asking yourselves, and my friend very fairly concedes is, when I look at this, is this unreasonable, and what you have got here is a flat £395, where the policy has to be taken out at the start, of course, you do not yet know what is going to happen and I have seen cases, I am sure you have seen cases, where people have taken out a stage premium and it has come to that stage premium and the paying parties then say “oh dear, if you had gone to this single stage, you could have got it much cheaper”. Which, of course, is true, but you make the decision at the start and there are arguments on either side of it, but something you would have to be prepared to say is, in this case, it was unreasonable to do a single premium, rather than a stage premium, I do not see how you can possibly say that.

D

E THE DISTRICT JUDGE: How can I possibly come to that conclusion—

MR MCGEE: No.

F THE DISTRICT JUDGE: —without some—

MR MCGEE: No, well, you, you cannot.

THE DISTRICT JUDGE: —evidence which I...

G MR MCGEE: You cannot, that is my point. But, once you start to say, well I am going to have to accept that it was reasonable to do it single premium, now most of these examples just become irrelevant because they are not single premium cases and that means that what you have got before you is only one example of a policy which is a single premium policy and admittedly, that one is cheaper than this, but that is no kind of proper survey of a market, that is one example. They have proved that you could, in theory, have got it cheaper.

H THE DISTRICT JUDGE: How can I come to the conclusion that the single premium was appropriate in the first place without—

MR MCGEE: No.

A THE DISTRICT JUDGE: —being guided or advised—
MR McGEE: No.
THE DISTRICT JUDGE: —or having some expert to talk me through that.

B MR McGEE: Well, that is right, and of course, with all respect to Mr Sweeney, he is not an expert in these matters and nor is he, nor can he be, impartial, and what you do not have there, and again to be fair, it is not presented as this, it is not a thorough survey of the market. He has taken a number of examples and his examples are, no doubt, what they say they are but that is all he has done. You have got to decide it on the evidence before you and the evidence before you cannot lead you to the conclusion that the premium was unreasonably incurred and that being so, they just do not make their case.

C THE DISTRICT JUDGE: Well, I have got a lot of sympathy with the *[inaudible]* for the moment—

D MR McGEE: Yes.
THE DISTRICT JUDGE: —before I can turn back on Mr Sweeney because this does not appear to be the case where I pull out the famous broad brush and start painting away with that, that does not seem to be the case before me here Mr Sweeney. I can understand your position, yes, that possibly it very likely could have been done cheaper, who knows, but I am not in a position to say that this is not an unreasonable premium on the evidence that there is before me, am I Mr Sweeney, I do not think I am to be honest?

E MR SWEENEY: Plus sir, that is the test of—

F THE DISTRICT JUDGE: Yes, exactly, as Mr McGee has indicated. Well, I am with you on this one Mr McGee and I am with Mr Walsh, to be honest.
MR McGEE: Yes.
THE DISTRICT JUDGE: I mean he set it out as well—

G MR McGEE: Yes.
THE DISTRICT JUDGE: —and followed that through. I do not know whether I am able, on the evidence before me, to do anything other than allow the amount claimed in full, and I think the higher judiciary law obviously indicated in many of these cases that it is not for me to, whatever the phrase I am looking for is, is to impose my own judgment on these matters, that is a matter for the market out there inevitably and on *[inaudible]* solicitors, clearly in their client's best interests to do the best and get the best deal that they can but there is no evidence before me to say that the solicitor, whoever he or she was, did not do that. So I am going to allow whatever the claim is, four hundred and something—

H

A MR SWEENEY: £418.70.
THE DISTRICT JUDGE: How much, sorry?
MR SWEENEY: £418.70.
B THE DISTRICT JUDGE: £418.70. Now that is the easy bit.
MR McGEE: Sir, can I just say on that subject that in the part 8 proceedings, there is a reference to a sum of £800.58. Neither my friend, nor I, can make any sense of that as we think that the only sum in issue is the £418.70.
THE DISTRICT JUDGE: That is what I understood from—
C MR SWEENEY: Yes.
THE DISTRICT JUDGE: —my reading of it, Mr Sweeney—
MR McGEE: Yes, yes.
D THE DISTRICT JUDGE: —that everything else had been sorted out.
MR McGEE: Yes, just... yes. That is... that...
MR SWEENEY: That regards unpaid—
E THE DISTRICT JUDGE: Regardless of what that might possibly be?
MR SWEENEY: No, no, it is not.
MR McGEE: We think that is just a rogue figure. We cannot make any sense of it all.
F THE DISTRICT JUDGE: I will just see because—
MR SWEENEY: There has certainly been no other request for payment, sir, other than the—
THE DISTRICT JUDGE: No.
G MR SWEENEY: —the amount of the premium which has been in issue.
MR McGEE: And the witness statements do not suggest any other point being in dispute.
MR SWEENEY: No, there never has been. The rest of the costs are fixed, sir.
H THE DISTRICT JUDGE: Pursuant... I am just looking at particulars. The claimant's solicitors have submitted a claim for the claimant's costs and this is a fixed fee of £800 plus a success fee of £150, giving a total claim profit costs of £1,140. To date, the defendants have paid £1,140.

A MR MCGEE: Yes, but if you look in paragraph 5 of that...
THE DISTRICT JUDGE: That is what I was looking at, yes, paragraph 5.
MR MCGEE: Well, does not paragraph 6 say “to date”?

B THE DISTRICT JUDGE: To date, the defendants have instead—
MR MCGEE: Right, but, right.
THE DISTRICT JUDGE: —in addition, they say, added disbursements bringing it to £1,940.

C MR MCGEE: No it does not.
THE DISTRICT JUDGE: I see.
MR MCGEE: No it does not.

D THE DISTRICT JUDGE: There is a balance of £800, yes.
MR MCGEE: And the draft order that is there also says the defendant pay the claimant’s balance, the total costs of £800.58.
THE DISTRICT JUDGE: Right.

E MR MCGEE: We do not think so.
THE DISTRICT JUDGE: No.
MR MCGEE: Can I just draw your attention to that.

F THE DISTRICT JUDGE: As I... mind you, I probably went straight to the bundle, rather than anything else—
MR MCGEE: Yes.

G THE DISTRICT JUDGE: —in the time allowed, but *[if I?]* could pick up a difference somewhere, Mr Sweeney, that everything has been paid, bar this, this may be in a letter to the court?
MR SWEENEY: It has been—
MR MCGEE: Yes.

H MR SWEENEY: —as far as I am aware.
MR MCGEE: —I, I...
THE DISTRICT JUDGE: As far as you are aware, that is the position?

A MR McGEE: Yes, I cannot point to anything else and I cannot make any sense of the missing sum.

THE DISTRICT JUDGE: No, no.

B MR McGEE: I just think I need to bring it to your attention because of what the particulars of claim say.

THE DISTRICT JUDGE: Thank you, so we will deal simply with that one figure then, of £418.70.

C MR McGEE: Right, the £418.70. So if you are—

THE DISTRICT JUDGE: The consequences of my decision...

MR McGEE: Well, well, well... In the immediate case, the consequences are that I want my costs of today.

D THE DISTRICT JUDGE: Right, well I do not see how I can resist that—

MR McGEE: No, I do not think—

THE DISTRICT JUDGE: —but what I have not got, but then,...

E MR McGEE: Well, you have not, of course, got a schedule because it is—

THE DISTRICT JUDGE: What I have not had in the course of today's hearing is a costs schedule.

MR McGEE: No, well, of course, it is a detailed assessment and so we have followed the rules and not filed one in advance. I have given my friend a copy of this outside.

F THE DISTRICT JUDGE: Thank you.

MR McGEE: It is a lot on the face of it but the obvious point to make is that this is, to some extent, a test case.

G THE DISTRICT JUDGE: It always, it always...

MR McGEE: It always is a lot—

THE DISTRICT JUDGE: Is, I would go and eyebrows are raised...

H MR McGEE: Well.

THE DISTRICT JUDGE: I am from the days when these applications, I would say, well £50 and off you go.

MR McGEE: I think I would probably have to appeal that.

A THE DISTRICT JUDGE: Then the CPR came in—
MR McGEE: Yes.
THE DISTRICT JUDGE: —and things changed overnight, as I recall, so there we are.

B MR McGEE: But I will let my friend speak for the costs schedule.
THE DISTRICT JUDGE: Yes please, Mr Sweeney, I am looking at it for the first time.
MR SWEENEY: Yes, sir, well, I have the advantage of... I had five minutes with it before, sir, but, of course, I do not object in principle to the claimant receiving the costs of the hearing.

C THE DISTRICT JUDGE: Now, Mr Walsh is known to me, gentlemen, he has appeared considerable times, I know off hand, and he has recently, or not so recently now perhaps, acquired the status of costs lawyer, I recall him telling me that—
MR SWEENEY: Yes.
THE DISTRICT JUDGE: —at some stage a year or two back, or whenever it was.
MR SWEENEY: Sir, I do not dispute his entitlement to a grade C rate.
THE DISTRICT JUDGE: Oh, good, right.

E MR SWEENEY: I am not sure, however, of his entitlement to band 1 rates which appear to be claimed here. I am just trying to elicit where he is based. St Helens, sir.
THE DISTRICT JUDGE: He is based in the north of England, is he not?

F MR SWEENEY: Yes, sir.
THE DISTRICT JUDGE: I am only speaking from memory, Mr Sweeney, because he is a gentleman that does... Well, his business address is Chester, on his statement, Chester Business Park.

G MR SWEENEY: Yes, well, sir, perhaps he has moved on. I know he used to be based in St Helens itself.
THE DISTRICT JUDGE: I am just reading his statement, I always knew that he was... I always, he was not on this circuit and he was on the northern circuit, I think, based there.

H MR SWEENEY: Yes.
THE DISTRICT JUDGE: But the address he gives in the statement is at Chester Business Park.

A MR SWEENEY: On the basis that it is Chester, sir, I will have to leave that at the £161. claimed.

THE DISTRICT JUDGE: It is a more expensive part of the world to live in than Wrexham.

MR SWEENEY: We will not go into the reasons for that, sir.

B THE DISTRICT JUDGE: No, no, my wife has gone shopping in Manchester today, so that is even more expensive. So, there we are, yes.

MR SWEENEY: Sir, if I can deal with specific items now - the attendance upon the client, I am not sure who that is going to be, Mr Walsh's firm, who are of course, Delta Solicitors are on record.

C THE DISTRICT JUDGE: Yes.

MR SWEENEY: I cannot see the need for 10 units of correspondence on anybody else, so I do challenge that one, but I can agree the 0.5 upon the defendant and I can agree the 0.3 upon other parties.

D THE DISTRICT JUDGE: I am reasonably comfortable with the first one, Mr Sweeney, if that helps you but attendance upon the documents at 7 ½ hours, I think that does strike me as being on the high side, let me put it like that, but I know Mr Walsh, he is a very competent advocate and no doubt, costs draftsman, as I am sure, so, that being the case, at £161 I ask myself, possibly he could have... I know he is at grade C but he is a costs lawyer and a very experienced one, and the more experience you have, it seems the less time you should be spending on these matters. 7 ½ hours does strike me, initially, subject to what you may say Mr—

E MR SWEENEY: Well sir, just by comparison, my learned friend did ask for our costs schedule for today and that included an hour and a half of documents time and in this case, we are... the only difference in terms of workload is that Mr Walsh would have had to prepare and serve the part 8 claim form, the particulars of claim.

F THE DISTRICT JUDGE: So, he has done that.

MR SWEENEY: And final bundle, sir.

G THE DISTRICT JUDGE: The documents themselves are presumably not large, Mr McGee, are they?

MR MCGEE: No, it would include the preparation of the statement.

THE DISTRICT JUDGE: Oh, the statement is the document, yes—

H MR MCGEE: But that is where that—

THE DISTRICT JUDGE: —but the actual documents...

A MR McGEE: —that is where that will be in here but the other documents, well, there is not any on this amount is there?

THE DISTRICT JUDGE: There is not any, no.

B MR McGEE: [*Inaudible*] go in here, no, I have to agree with that. It is a question of how long do you think it was reasonable to take to prepare.

THE DISTRICT JUDGE: So how long with his statements. I accept, of course, he has gone into detail and he has gone through the authorities but then again, the authorities that he quotes have been quoted many times before myself and I suspect by Mr Walsh himself, as these are not authorities that he is unfamiliar with.

C MR McGEE: No.

MR SWEENEY: No.

MR McGEE: It would not take a lot of research, one would have thought.

D THE DISTRICT JUDGE: No. So, I do not see where 7 ½ hours, with every respect to this gentleman, who I know and respect...

MR McGEE: I think all you can do is award what seems to you to be reasonable.

THE DISTRICT JUDGE: Well I may have to bring the broad brush out for this one.

E MR McGEE: I do not see what else you can do.

THE DISTRICT JUDGE: I am content upon the attendance on the client, but is three hours for the statement over the top, would you? Or am I being too harsh there Mr McGee? It seems to me that you have got an experienced man who has... yes, he has gone into the background of this, which is 20 paragraphs, but it is an argument that is very familiar to him, I suspect, the authorities are very familiar to him.

F MR McGEE: I would not have quibbled if you had said three hours.

THE DISTRICT JUDGE: I will reduce that to three, Mr Sweeney.

G MR SWEENEY: Thank you sir.

THE DISTRICT JUDGE: I do not think I can do much about anything else, can I?

MR SWEENEY: Well sir, the only other issue—

H THE DISTRICT JUDGE: Court fees, or counsel's brief fee, I have not seen that.

MR SWEENEY: Counsel's brief fee sir, of course, with no disrespect to my learned friend at all—

A THE DISTRICT JUDGE: Before we come to that and I... Counsel are more used to singing for their supper than they used to be but... what else, Mr Sweeney?

MR SWEENEY: That, it is only counsel's fee note.

THE DISTRICT JUDGE: Yes, that is the only... that is what I said. Yes, right.

B MR SWEENEY: Yes.

THE DISTRICT JUDGE: T.B.C, so, how much is that?

MR SWEENEY: Yes.

C MR MCGEE: I have put it in there, it is £850 plus VAT. Now, you might think that is a lot for a short hearing but again, it is a point of principle. It is one of the reasons, I think, Mr Walsh has not chosen to do this himself. I suspect, the way it has turned out and with the advantage of having the original costs judge, he could, no doubt, have done it perfectly well, but we did not know we were getting you, we could have got somebody... well, you know, this is not flattery—

D THE DISTRICT JUDGE: No, no, no.

MR MCGEE: I think we all in the costs fraternity—

THE DISTRICT JUDGE: Never got us anywhere with me and is very undeserved in the event, sir, I have to say.

E MR MCGEE: —know that if you get a judge who knows his way around costs, these hearings go much more swiftly, and it might have been somebody else who did not know as much costs as you do.

F THE DISTRICT JUDGE: Mr Sweeney, have you any more to say?

MR SWEENEY: Well, sir, I think that it is a choice made by Mr Walsh to instruct costs counsel but I do not think this case merited the instruction of costs counsel and Mr Walsh, as you know, sir, is an experienced man who could have dealt with it himself, in considerably less, or at considerably less expense than £850.

G THE DISTRICT JUDGE: I did expect that he would walk through the door, but then again, he may be busy in other courts, I mean, that is fine, I only say that because you get to know people over the years and—

MR MCGEE: Yes, absolutely.

H THE DISTRICT JUDGE: —that was the problem [*inaudible*].

MR SWEENEY: In terms of amount sir, I would probably offer, on the basis of the equivalent of Mr Walsh's time, something in the region of £500, which would be over three hours of his time, which would include, of course—

A MR McGEE: Getting here and—
THE DISTRICT JUDGE: [*Inaudible*] obviously.

B MR McGEE: Well, I think you have got to take a view, have you not? I take, I understand the point about £500, I think that is perhaps a little on the low side. I see that my friend has only charged three hours, somewhere in between those two figures maybe, if you think that mine is too high.

THE DISTRICT JUDGE: What was your figure again?

MR McGEE: £850.

C THE DISTRICT JUDGE: £650.

MR McGEE: £650.

THE DISTRICT JUDGE: I am very clear, I am picking mid-way between that figure.

D MR SWEENEY: It is not an exact science.

THE DISTRICT JUDGE: It is not. I cannot justify that, other than it feels about right.

MR McGEE: So that is £780, including VAT, for that.

E THE DISTRICT JUDGE: Okay, and the grand total then, I can look to one or both of you perhaps, with your calculator—

MR McGEE: Yes, my friend is expert, of course.

THE DISTRICT JUDGE: —you Mr Sweeney, you are the more adept?

F MR SWEENEY: I do not know if I could live up to that billing, sir.

THE DISTRICT JUDGE: Well, as everyone is flattering everybody else here this morning, it is your turn to have to indulge in some.

G MR SWEENEY: I make it a total of £1,747.36, including VAT.

THE DISTRICT JUDGE: That is before [*inaudible*]?

MR McGEE: So is that including VAT?

MR SWEENEY: Yes.

H THE DISTRICT JUDGE: Should I hand this back to yourself Mr McGee because it looked like, what is, £3,041.36—

MR McGEE: Well...

A THE DISTRICT JUDGE: —I do not think I reduced anything—
MR MCGEE: Well, that is what jumps out at me.
MR SWEENEY: Well it is—
B MR MCGEE: That seems to be too little.
MR SWEENEY: 4.8 hours of fee earner time, 10.61 - £772.80.
MR MCGEE: £772.80. Yes.
MR SWEENEY: VAT on that is £154.56.
C MR MCGEE: Do not forget there is the success fee as well.
MR SWEENEY: You are absolutely right, it is not on here, is it?
MR MCGEE: Well it—
D THE DISTRICT JUDGE: It is on, I—
MR MCGEE: Yes, the asterisk is on this. If you look over the page, we do refer to the fact that it is subject to a success fee.
E MR SWEENEY: You are absolutely right, yes. Yes, I am sorry, I did miss that.
THE DISTRICT JUDGE: That is all right.
MR SWEENEY: £1,720.80 plus the success fee, plus VAT, plus £780, plus £40 court fee...
F THE DISTRICT JUDGE: And your fees, Mr McGee, are they on a success fee?
MR MCGEE: No I am not on a CFA.
MR SWEENEY: The amended total is £1,863.28.
G THE DISTRICT JUDGE: Is there smoke coming out of your particular chimney, Mr Sweeney, with the figure that we both agreed?
MR MCGEE: Of course, quite a chunk has—
MR SWEENEY: Four and a half hours has come off the schedule.
H MR MCGEE: Yes, that is true and some off my fee.
MR MCGEE: Yes, all right, £1,863.28.
THE DISTRICT JUDGE: So, £1,8.... Sorry, Mr McGee.

A MR MCGEE: £1,863.28 was what I think—

MR SWEENEY: Yes.

MR MCGEE: Yes, we agreed, yes.

B THE DISTRICT JUDGE: So we have got the original £418.70 and the costs of £1,863.28?

MR MCGEE: Yes.

THE DISTRICT JUDGE: 14 days in usual ways?

C MR MCGEE: Subject to anything my friend may say.

THE DISTRICT JUDGE: Right, always try and encourage the payment of these matters.

MR MCGEE: Yes.

D THE DISTRICT JUDGE: Can I say 14? The reality is, it is going to take—

MR MCGEE: Yes, I know.

THE DISTRICT JUDGE: It is going to take a lot more, so... Good. This trial or bundle, Mr McGee...

E MR MCGEE: I think that probably falls to me, does it not.

THE DISTRICT JUDGE: If you do not mind, it is not too onerous but they do mount up.

MR MCGEE: Indeed. The court is very keen to get rid of bundles.

F THE DISTRICT JUDGE: Very keen to get rid of these. When we moved over from that other building, where I had sat for the last 20-odd years, we took... the number of these that had been there was just amazing, even though it is only how long, 50 yards, 100 yards away?

MR MCGEE: You have to carry them, yes?

G THE DISTRICT JUDGE: Well, I carried a huge amount myself, if only to be able to conduct the court for the day that we moved across. It took a while. It took a couple of weeks after that before we got everything, I am sure we have still not got everything that we need, but there we are. There are still complaints from solicitors who have no notice of order there. You cannot get into the solicitor's room without some sort of magic wand, *[which I notice is]* like a Doctor Who kind of thing, so it will be sorted out in due course, no doubt.

H MR MCGEE: Yes. All right, thanks very much.

MR SWEENEY: Thank you, sir.

A

THE DISTRICT JUDGE: Thank you, goodbye. Did you want that or shall I retain it on the file, Mr McGee?

MR MCGEE: Oh, you can keep that, I have got copies.

B

THE DISTRICT JUDGE: Good, thank you. Good afternoon to you both. Thank you.

[Hearing ends]

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