

IN THE EASTERN CARIBBEAN SUPREME COURT

IN THE HIGH COURT OF JUSTICE

ON MONTSERRAT

CASE MNIHCV2018/0003

IN THE MATTER of an equitable claim in proprietary estoppel and/or unconscionable bargain and/or a constructive/resulting trust and/or unjust enrichment and/or restitution and for an injunction and a claim in trespass to land and the conversion of personal property, with counterclaim for injunction against trespass, and other relief, concerning plot 14/09/11, once the land of Susanna Gerald Dyett who died in 1990;

AND IN THE MATTER of settling the costs of the suit following judgment on 22 November 2021.

BETWEEN

Maureen Dyett

(the sole executrix of the late Mary Chapman)

Claimant

And

Mary Casarin

Defendant

APPEARANCES

Mr Jean Kelsick for the Claimant.

Mr David Dorsett for the Defendant.

2022 May 20

RULING

On costs of the suit following judgment

- 1 **Morley J:** This ruling will settle what costs are to be paid following protracted litigation over ownership of a concrete home on a portion of land within a plot, contested by a family over three generations, namely within plot 14/09/11 measuring overall 0.83 acres owned by the defendant Mary Casarin. There was judgment on 22.11.21 in favour of Casarin, that she owned the building, with land portion, constructed on the plot from 1997 by her late sister Mary Chapman, whose children led by claimant Maureen Dyett sought its ownership under their mother's Will. This has been most unhappy litigation, with feelings running high, as it has been felt by many in the family, rightly or wrongly, Casarin acquired ownership of the whole of plot 14/09/11 improperly on 10.04.91 after the death of the mother of Casarin and Chapman, Susana Gerald Dyett, who died in 1990¹.
- 2 Written submissions on costs were filed by Counsel Dorsett on 23.11.21 and by Counsel Kelsick on 14.12.21. The hearing was supposed to be 24.01.22, but was adjourned to 01.04.22. This ruling then should have been delivered on 04.05.22, but has been delayed to today 20.05.22 owing to zoom difficulties.
- 3 In the judgment of 22.11.21, there were some costs observations at para 47:

Concerning costs, Casarin as the successful party is entitled to claim them and I will listen to further argument on what sum. However, there are some costs recoverable by Maureen, arising out of the odd history of proceedings explained above, as follows, noting these are procedural matters largely arising from Counsel Dorsett's failed attempt to prevent the trial occurring:

 - a. \$2500ec on the costs in the cause Order made by the Court of Appeal refusing Casarin leave to appeal and a stay of proceedings;
 - b. \$1500ec in costs on Casarin's failed application filed on 27.11.20 to strike out part of the Chapman's affidavit;
 - c. \$5000ec on the costs in the cause Order made by the High Court on 10.03.21 dismissing Casarin's second strike out application;

¹ The parties will be referred to for ease of reading by first names or surnames to avoid name confusion, noting for example within the wide family there are two Marys and two Charles, and no disrespect is intended by not writing out full titles, names, married names, and whether claimant or defendant.

d. The total being \$9000ec, to be set off against Casarin's costs.

4 As to the 'odd history of proceedings', litigation has been marred by four features in its conduct by Counsel Dorsett, mentioned in the judgment at para 3, set out in full below, being a detailed review of the proceedings leading to trial, noting:

- a. There was a questionable bargain struck between Dorsett and Counsel David Brandt (earlier representing Maureen, though also being represented by Dorsett on personal criminal proceedings) that Brandt would arrange Dorsett would receive \$14000ec paid by Maureen, caused then by Chapman owing costs on a previous suit against Casarin who then had different counsel, being case MNIHCV2001/0013, though not an action for which Maureen was responsible, in exchange for Dorsett not raising *res judicata* as a preliminary strike-out point;
- b. After paying the \$14000ec, there was disingenuous attempt by Dorsett to take the *res judicata* strike-out point afresh when Counsel Kelsick replaced Brandt who went into custody;
- c. There was then wholly inappropriate attempt by Dorsett to protect Brandt from mention of criminal proceedings against him when Maureen by affidavit queried the relationship between Dorsett and Brandt; and
- d. There was to the mind of this court vexatious interlocutory appeal delaying the trial by Dorsett, concerning predictable and inoffensive amendment sought to the pleadings by Kelsick when he became instructed.

3 Before looking deeper into the facts, the proceedings concerning plot 14/09/11 have been complicated by two previous suits and an oddity in the instant suit.

- a. After Chapman began building in 1997, by 2001 the sisters had fallen out, police had been called to one fracas, and on 27.04.01 Casarin launched action against Chapman in essence for quiet enjoyment, being case MNIHCV2001/0010, which then led on 14.05.01 to legal proceedings concerning ownership of the land being launched against Casarin by Chapman, supported by brother Dudley, being case MNIHCV2001/0013, Chapman and Dudley becoming executors to Susanna's estate on 19.07.01. The argument in the latter suit was Casarin's sole title of 1991 should be set aside for fraud or mistake under **s140 Registered Land Act** Cap 8.01. A trial ended on 20.05.06 before Liegertwood-Octave J, who issued a judgment more than three years later on 29.04.09, confirming Casarin's acquisition of title, and awarding \$14000ec in costs to be paid by Chapman toward Casarin's then advocates, Sylvester Carrott and Owen Roach. Appeal was lodged but withdrawn and no costs were paid, which thereafter remained outstanding.
- b. Moreover, using Counsel Dorsett, from 2014 Casarin then sued her cousin Daly as case MNIHCV2014/0010 for ownership of the concrete house he built on 14/09/11. In a separate decision of this judge, dated 12.04.17, it was determined on the unique facts the house was

hers, based on what on balance had been found agreed in 1998, but he had a right to remain for life if paying fair rent from 10.02.13, having lived virtually rent free for 15 years.

- c. After Chapman sadly died on 30.03.17, which had been 13 days before the Daly decision, Maureen had sought to bury her mother's ashes, returning in May 2017 to Montserrat from where she lives in Toronto, staying at Chapman's home, and she says was met with hostility from Casarin to vacate, who in June 2017 then changed the locks. The antagonism which followed, including argument over whether Casarin had begun improperly to dispose of Chapman's personal property, led to these further legal proceedings, launched by Maureen on 18.01.18. At this time her advocate was David Brandt, who offered a different cause of action from the 2001 suit, namely, simpliciter, proprietary estoppel arising from the 1997 build.
- d. Counsel Dorsett was again instructed by Casarin, and quickly sought perfectly properly to argue *res judicata* arising from the Octave judgment in an effort to strike out the proceedings. He filed comprehensive argument on 23.06.18, though before the court on 25.06.18 withdrew in curious circumstances. In parallel, Counsel Brandt was facing personal criminal proceedings in which Counsel Dorsett was assisting him. Between them it was agreed if Maureen paid the outstanding costs of \$14000ec, then the argument on *res judicata* would not be pursued as a preliminary point, thereby allowing Maureen's case to proceed to trial. It might be arguable the costs on the 2001 suit had to be paid for the 2018 suit to proceed, though this was never adjudicated. So, Maureen paid the costs on 28.08.18 to the Registry; however the Court later learned from Counsel Dorsett he was then paid this money, not perhaps Counsels Carrott and Roach.
- e. This court cannot help but wonder about the propriety of this arrangement, which to a third party can appear possibly to be Brandt though Maureen paying Dorsett to drop an argument, in parallel in a sense perhaps to help make some measure of reward owing to Dorsett while working for Brandt on his case, which raises a possible appearance of both being in breach of their duties to their clients in this case, namely that Brandt maybe used his client to help settle his own debt, while Dorsett maybe withheld a proper argument to advance his client's case in exchange for money from the opposing party, to which he may not be strictly entitled as in theory it perhaps should go to the original counsel, all of which can appear, rightly or wrongly, to be the lawyers helping each other as a conflict of interest regarding the parties. Whatever the truth, it looks terrible. To preserve public confidence in the Bar, insofar as I am able I wish to refer this oddity to the Montserrat Bar Association for deliberation as to whether misconduct may have arisen, by either counsels Dorsett or Brandt, and I hope the matter will settle happily to the satisfaction of all.
- f. In any event, Counsel Brandt was later remanded in custody on his personal matters, and so Maureen needed new counsel, choosing Jean Kelsick, who went on record on 04.03.20. He amended the pleadings to perfect what Counsel Brandt had largely always sought to say, and had in three previous appearances, but had not pleaded clearly. At this point Counsel Dorsett opposed amendment, and when overruled, so that the perfected amended fixed date claim was lodged on 02.06.20, he then on 15.10.20 renewed the strike out application for *res judicata*, despite having earlier agreed not to pursue it in exchange for the costs, by this time already paid.
- g. When Maureen filed an affidavit on 21.10.20 to complain, mentioning at para 7 when paying the costs she was struck by how Counsel Dorsett in parallel was representing Counsel Brandt in serious criminal proceedings, Dorsett then filed a counter affidavit signed by his office manager

Benatha Andrews on 27.11.20, as arguably a self-serving statement in which she reports what Counsel Dorsett told her were the circumstances of the costs payment, adding it was 'scandalous' and 'oppressive' to mention the nature of the charges Brandt faced. Next, again curiously, on 16.12.20 Brandt then filed a complaining affidavit in support of what Dorsett was saying through Andrews about mention of his proceedings being scandalous, despite having been Maureen's attorney, now seeming to act against her interests in her suit. This has the appearance of Dorsett, who has been acting for Brandt in his criminal proceedings, seeking to protect Brandt's interests in those, while Brandt then to protect his own interests acts against his earlier client possibly in breach of client-duty. Again, to preserve public confidence in the Bar, insofar as I am able I wish to refer this further oddity to the Montserrat Bar Association for deliberation as to whether misconduct may have arisen, by either counsels Dorsett or Brandt, and I hope the matter will settle happily to the satisfaction of all.

- h. The *res judicata* point was decided on 10.03.21, in which inter alia the decision reads ('Dyett' being Maureen):

...**NOTING** the argument Counsel Dorsett raises to justify rearguing *res judicata*, despite his previous agreement not to, is the amendment to the pleadings has created a wholly new case with new counsel, therefore not binding him to his earlier agreement in what was he suggests in essence a different case with former counsel;

NOTING there is unusual argument raised by Counsel Brandt by affidavit of 16.12.20, (which Counsel Dorsett reports was filed unilaterally, it appears in support of application by Counsel Dorsett of 27.11.20, notwithstanding Counsel Brandt had been Dyett's counsel), that Dyett in an affidavit of 21.10.20 has impermissibly mischaracterized criminal proceedings against him, in which he has been assisted by Counsel Dorsett, and which affidavit has been the subject of counter argument by Counsel Kelsick as to the propriety of it being filed in light inter alia of attorney-client privilege;

CONSIDERING nothing in this action turns on Dyett's comprehension, right or wrong, of what allegations Counsel Brandt faces, but which appear mentioned merely to contextualize her understandably pointed query about Counsel Brandt encouraging her to pay the \$14000ec which then went to Counsel Dorsett who was in a sense representing him in a parallel case;

CONSIDERING the amended pleadings did not create a wholly different case;

CONSIDERING it was disingenuous to suggest it, and that for lack of pleading proprietary estoppel, though argued three times by Counsel Brandt, Counsel Dorsett could pretend it was not part of the case offered by Counsel Brandt, being notionally blind and deaf to it for want of formal pleading, now accepting it is offered in the case amended by Counsel Kelsick;

CONSIDERING it is reasonable to suppose Counsel Brandt, of much experience, would by the time of trial have sought to cure the elementary defect in his pleadings, and it would likely have been permissible in light of the overriding

objective to deal with cases justly, the technical nature of the deficiency, and the fact he had three times argued proprietary estoppel as the cause of action, so that it is wholly unreasonable for Counsel Dorsett to argue the case was only ever about his planned exploitation of defective pleading;

CONSIDERING it is likely unconscionable for Counsel Dorsett to renew *res judicata* strike-out having agreed to be paid from Dyett \$14000ec not to, such that he is estopped from so arguing it, which would otherwise be an abuse of the Court's process in contradicting the import of the agreed Order of 25.06.18 and possibly amount to misconduct;...

IT IS ORDERED that:

1 The application to strike out Dyett's claim as *res judicata* is dismissed, in the knowledge the decision of 24.04.09 will be available to be discussed during the trial, which trial Counsel Dorsett on 25.06.18 had agreed should occur....

3 There shall be no decision on the application to strike out portions of the Dyett affidavit of 21.10.20 and Brandt affidavit of 16.12.20, as being apparently irrelevant to any issue in this case, and therefore moot...

- i. Finally, the way was clear for trial, with Counsel Dorsett filing a defence and counterclaim on 21.04.21, so that after some late filings by Counsel Dorsett, with attendant complaint by Counsel Kelsick, the trial finally occurred on 28.06.21, 12.07.21 and 13.07.21, receiving evidence from Maureen, Daly, Casarin and [sister] Geneve, with closing argument on 01.10.21.
- j. By way of postscript it is with regret the Court notes Counsel Brandt before John J was convicted by a jury of offences in June 2021 and is currently serving a jail sentence.

3 Concerning the counterclaim filed by Counsel Dorsett on 21.04.21, it was superfluous, simply seeking declaration Casarin owned the land and building, as she owned the plot, so that the claimant was a trespasser, merely thereby asking the defence succeed, it seems building in further superfluous costs to claim, and as such was not subject to any separate adjudication in the judgment of 22.11.21.

4 As background, having seen much of Casarin during these proceedings, and the earlier Daly case, regrettably it should be mentioned she can be most difficult.

- a. During trial, as reported in para 19 of the 22.11.21 judgment, her evidence on 12.07.21 was found to be unreliable, being evasive (where not elderly confusion), so that the success of her case was largely based on an indisputable written note dated 09.12.97 and the more reliable testimony of her sister Geneve given on 13.07.21.

- b. On 29.11.21, Casarin announced to the court, despite having won the action, she considered the proceedings, to be 'crap', repeated brazenly on enquiry, and had to be warned to desist for likely finding of contempt of court.
- c. Moreover, post-judgment, there have been unhappy arguments about Maureen having access to the house to clear out her mother's belongings, reported by letter to the court on 23.01.22, notwithstanding assurance by Casarin and Counsel Dorsett to the court on 29.11.21 there would be no trouble.
- d. Striking a very different note, Maureen and her siblings have at all times appeared dignified in court, the strong impression arising Casarin has been unpleasant and unreasonable to her niece, such that discussion about access to the home Chapman built became impossible, leaving Maureen and her siblings realistically no choice but to raise matters in court, in filial duty to the wishes expressed in their late mother's Will.
- e. At its simplest, though she has won the case, it very much appears to the court Casarin brought this litigation on herself through confrontation and bad-minded non-communication when pressed with reasonable enquiry.

5 The costs as quantified by Counsel Dorsett are as follows:

- a. \$49397.07ec as prescribed costs being automated calculation on the value of the claim;
- b. \$7500ec on the counterclaim as automated calculation;
- c. \$6250ec at the Court of Appeal, said to be costs in the cause, where Dorsett lost on 30.09.20 attempting to stop Counsel Kelsick amending his case, being \$2500ec noted by the Court of Appeal, and Counsel Dorsett then calculated \$3750ec as ought to be the sum claimable on the argument in the High Court, being 50% more so that the Court of Appeal costs are in addition two-thirds;
- d. \$5000ec at the High Court, said to be costs in the cause, where Dorsett lost on 10.03.21 attempting to raise *res judicata* a second time after the earlier pay-off; so that
- e. The total he claims is therefore \$68147.07.

6 Moreover, he argues he should not have to pay any of the costs articulated in para 47 of the 22.11.21 judgment, in para 3 above, as either sums are money payable to the victor, him, and to be calculated differently, or is a sum not payable, namely \$1500ec for the travails of the court dealing with his complaint about mention of Brandt's criminal proceedings, which was ruled moot and therefore unadjudicated, and if unadjudicated he suggests no costs can arise.

- 7 It is well known costs usually follow the event but the court has a wide discretion, per **rule 64 Civil Procedure Rules 2000** as amended.

Successful party generally entitled to costs

64.6

- (1) Where the court, including the Court of Appeal, decides to make an order about the costs of any proceedings, the general rule is that it must order the unsuccessful party to pay the costs of the successful party.
- (2) The court may however order a successful party to pay all or part of the costs of an unsuccessful party or may make no order as to costs.
- (3) This rule gives the court power in particular to order a person to pay –
 - (a) costs from or up to a certain date only;
 - (b) costs relating only to a certain distinct part of the proceedings; or
 - (c) only a specified proportion of another person's costs.
- (4) The court may not make an order under paragraph 3(a) or 3(b) unless it is satisfied that an order under paragraph 3(c) would not be more practicable.
- (5) In deciding who should be liable to pay costs the court must have regard to all the circumstances.
- (6) In particular it must have regard to –
 - (a) the conduct of the parties both before and during the proceedings;
 - (b) the manner in which a party has pursued –
 - (i) a particular allegation;
 - (ii) a particular issue; or
 - (iii) the case;
 - (c) whether a party has succeeded on particular issues, even if the party has not been successful in the whole of the proceedings;
 - (d) whether it was reasonable for a party to –
 - (i) pursue a particular allegation; and/or
 - (ii) raise a particular issue; and
 - (e) whether the claimant gave reasonable notice of intention to issue a claim.

- 8 Moreover, concerning prescribed costs as under **rule 65.5 CPR**, consistent with **rule 64.6** it says:

- (4) The court may –
 - (a) award a proportion only of such sum having taken into account the matters set out in rule 64.6(4) and (5);...

- 9 This principle was expanded on by Webster JA in **Webster Dyrud Mitchell (a partnership) v Lindsay 2017 AXAHC VAP2017/0001**, noting at para 4 of the headnote:

In the exercise of the court's discretion, the general costs rule is that the unsuccessful party will be ordered to pay the costs of the proceedings to the successful party. The court is, however, given very wide discretionary powers to vary the application of the general rule. These include the power to order a successful party to pay all or part of the costs of an unsuccessful party or make no order as to costs or to pay only certain portions of another person's costs. Importantly, the judge, in the exercise of his or her discretion, must give real weight to the principle that costs

follow the event. It follows therefore that it is incumbent on a judge to give reasons for departing from the usual rule that costs follow the event. Further, in exercising this discretion as to costs, the court is required to have regard to all the circumstances and to act judicially.

10 Moreover, further Court of Appeal dicta to like effect can be found in **Norgulf Holdings v Michael Wilson 2007** BVI appeal 8 of 2007, which noted: *'The requirement is that the court in deciding which party if any should pay costs must take into account all the circumstances of the case...to include...the conduct of the parties both before and during the proceedings and the manner in which a party has pursued...issues.'* In addition, in **Unicomer v Comptroller of Inland Revenue 2018** St Lucia, SLUHCVP2016/0007, it was stated concerning prescribed costs: *'In assessing costs, the key is reasonableness'*.

11 Turning to the costs sought of \$68147.07ec, in my discretion, assessing what was reasonable, I decide as follows:

- a. There shall be no automatic costs on the counterclaim, as it was superfluous, reducing the costs sought by \$7500ec;
- b. Concerning the 'costs in the cause', being two sums totalling per Counsel Dorsett \$11250ec, (being \$5000ec plus \$6250ec), these shall be payable by Casarin to Maureen (about which more below), thereby reducing the costs sought by the same sum, but further, being positively a sum to be set off as paid out by Casarin to Maureen;
- c. Further, the costs of the wholly inappropriate attempt to muzzle inquiry by Maureen concerning Brandt's criminal proceedings, being \$1500ec, leading to moot material, is to be positively a sum paid out by Casarin, as it is legalistic nonsense to suggest the fact the point was moot requiring no formal adjudication means no costs arose;
- d. Concerning the payment by Maureen of \$14000ec, being the unpaid costs of her late mother's earlier action, which ended up in the pocket of Counsel Dorsett, this sum shall be deducted as costs already paid toward this suit, not her mother's suit;
- e. Of the total sought payable by Maureen to Casarin, at this point in the calculation, they have been reduced by \$32750² from \$68147.07ec to \$35397.07ec, but with \$12750ec (being \$11250ec plus \$1500ec) owing by Casarin to Maureen, making a set-off total of \$22647.07ec³ payable to Casarin.

² 68147.07 – (7500 + 6250 + 5000 + 14000) = 33897.07.

³ 35397.07 – 12750 = 22647.07.

- f. Finally, for the sheer length of time Counsel Dorsett has taken getting to trial, with pointless arguments filed, some disingenuous, in tandem noting in particular on 29.11.21 the poor manners of Casarin in court, recalling this case was always a weak but noble endeavour by Maureen out of filial duty, who had no choice but to litigate, and where her case ought to have been resolved several years back, it being first filed on 18.01.18, I shall deduct a further \$6647.07ec, making a set off total of \$16000ec costs payable by Maureen to her aunt.
 - g. Given Maureen has already paid the \$14000ec, the total to be paid out as costs in the end by her will be \$30000ec, (being \$16000ec plus \$14000ec) in my discretion, not as Counsel Dorsett seeks, \$68147.07ec on top of the \$14000ec already paid.
 - h. Having lost the action, Maureen must pay some costs, though the amount is mitigated as above.
- 12 Concerning the court's original calculation of \$9000ec to be set off, as in para 47 of the 22.11.21 judgment, at para 3 above, no revision in principle is required, but the figure of \$9000ec can be adjusted upwards by \$3750ec, as there needs to be \$3750ec added to the \$2500ec contemplated by the Court of Appeal, thereby totalling \$6750ec, being the sum Counsel Dorsett expects would have been the costs in the High Court, plus then the Court of Appeal, as discussed above, but which he has claimed for himself thinking the victor takes all, though by this decision is to be payable not by Maureen but by Casarin.
- 13 The expression 'costs in the cause' begs discussion. Counsel Dorsett argues it means the eventual winner of the action gets these costs even if he lost the arguments as earlier points, inviting the court simply 'google' its meaning. At para 13 of his submissions dated 23.11.21, he says:

Costs in the cause is a phrase that means that 'costs of for example interlocutory proceedings are to go to whichever party is ultimately successful in the action and the trial judge has no jurisdiction to vary the award of costs (see **Court of Queen's Bench Costs Manual** at 13/19).

However, the manual actually reads:

"Costs in the Cause" is interpreted differently in different jurisdictions. In England the phrase means that costs of, for example, an interlocutory proceeding are to go to whichever party is ultimately successful in the action, and the trial judge has no jurisdiction to vary the award of costs. In Ontario the phrase "does not finally dispose of the costs but merely puts them in the same position as any other costs of the action: that is, they are left to the discretion of the trial judge". In Alberta it is suggested that the phrase means that costs of a proceeding go to the party ultimately successful in the action, but, unlike England, trial judges have been known to exercise their jurisdiction to revisit an award of "costs in the cause".

What is interesting is how Counsel Dorsett has slanted his reference, not giving it the context that the term has arguably a specific meaning in England, though not everywhere, noting the instant jurisdiction is geographically closer to Canada. This is not the first time this court has observed his slanting⁴.

- 14 Googling as he suggested ‘the meaning of costs in the cause’, it is curious the very first entry reads, at ‘Wells Family Law⁵: ‘Occasionally, in the event of an application that takes place prior to a trial, the court will state that costs are to be “in the cause.” “Costs in the cause” means that the costs of the application, which is an item that will be eventually listed on one party’s Bill of Costs, are to be included on the winning party’s Bill of Costs.’ To my mind, this does not mean what is on the Bill of Costs will be accepted, it merely means claimed, and there still needs to be assessment of its propriety and reasonableness.
- 15 If asking why have I made these ‘costs in the cause’ of \$11250ec payable by the defendant, who won the action, it is because under **rule 64.6(6) CPR**, given the ‘conduct’ of the litigation, they were unreasonably incurred by Counsel Dorsett: it was disingenuous to reargue *res judicata*, and it was vexatious to try to stop Counsel Kelsick technically amending the pleadings to reflect what Counsel Brandt had been arguing all along. Court is not a game; litigation should get quickly to the merits; costs should not be squandered procedurally on academic posturing sophistical legalism.
- 16 If I am wrong about the fatalistic effect of uttering the words, ‘costs in the cause’, such that Counsel Dorsett can mechanistically and without merit claim these sums, being \$11250ec, then in the alternative, as these were points badly taken by him, in my discretion under **rules 64 and 65 CPR**, I reduce the costs claim by double, which will have the same effect of ordering them payable by Casarin.
- 17 In sum, it is the settled intention of this court the overall costs payable by Maureen Dyett to her aunt Mary Casarin shall be not more than \$16000ec on this action, to be added to the sum of \$14000ec she already paid, meaning with dignity to have pursued her late mother’s wishes and lost will have cost \$30000ec, not more.

⁴ See **Nunns v Rotherham 2021** MNIHCV2020/0041, paras 23-24.

⁵ See; <https://www.wellsfamilylaw.com/2018/06/what-does-the-court-mean-when-it-awards-costs/#:~:text=Occasionally%2C%20in%20the%20event%20of,included%20on%20the%20winning%20party's.>

The Hon. Mr. Justice Iain Morley QC
High Court Judge
20 May 2022