Claim No: E87YM418

IN THE COUNTY COURT AT BIRMINGHAM

Between

MR GULFAM HEYDER KHAN

Claimant

-and-

ANTILO UK LIMITED

First Defendant

MR SALIN SURAG

Second Defendant

MR JAMAL UDDIN

3rd Defendant

JUDGMENT

20 November 2020 and 11 February 2021

Representation

Counsel for the Claimant: Mr Murdin at trial and the Claimant's attendance being excused from handing down

Counsel for the First Defendant: Mr André

The Second Defendant attended for an hour of the hearing, but thereafter departed.

INTRODUCTION

1. This claim arises out of a road traffic collision ('RTC') which occurred on 26 April 2017.

2. The parties to the claim are as follows

   a. Mr Gulfam Heyder Khan- the Claimant

b. Antilo UK Limited- the First Defendant

c. Mr Salih Surag- the Second Defendant

d. Mr Jamal Uddin- the Third Defendant

3. I shall refer to the Parties by their respective procedural titles (i.e. Claimant, First Defendant etc) for the remainder of this Judgment.

4. The Second Defendant is the Insured of the First Defendant. The Third Defendant was substituted into the proceedings in place of Mr Mohammed Rashid, pursuant to the Order of Employment Judge Hodgson dated 10 October 2019.

5. By notice dated 18 August 2020, the Claimant discontinued all proceedings against the Third Defendant. The Third Defendant had provided a witness statement in the proceedings, but he was not called to give oral evidence. I understood from Counsel for the Claimant that there had been a belated attempt to witness summons D3 to the trial, but the summons had gone unanswered.

6. At the outset of the hearing, I ruled that the statement of the Third Defendant was admissible and ought to remain part of the trial bundle, with the Court attaching such weight as is appropriate in light of the fact that the Third Defendant did not give oral evidence at trial and therefore could not be cross-examined on the contents of the same.

The Parties in Attendance

7. Before turning to the balance of this Judgment, it is appropriate to record the identity of the Parties attending trial.

8. The Claimant and the First Defendant were in attendance, both represented by Counsel.

9. Additionally, when the trial was already underway the Second Defendant who was waiting outside of the Courtroom made himself known to the Court Clerk, who immediately informed me of his presence. As the Second Defendant was a party it was clearly the case that he should be in Court, and he was invited to come into Court before the matter proceeded any further.

10. The attendance of the Second Defendant at trial was entirely unexpected. Having spoken with Counsel, I understood that he had not taken any active part in proceedings, although indemnity had not been withdrawn by the First Defendant and the Second Defendant remained their insured.

11. Following a brief adjournment to allow Mr André to speak with the Second Defendant privately (as he was the First Defendant's insured) and for both Counsel to consider the consequences of the Second Defendant's late arrival to the proceedings, I was informed that neither party proposed to either call the Second Defendant or seek an adjournment of the hearing to allow a witness statement to be taken from him.

12. In such circumstances, the trial proceeded. It was explained to the Second Defendant, by me, that as a Party he was welcome to stay in Court if he wished. Ultimately however, he declined to remain in Court and left in the early afternoon prior to the conclusion of the Claimant's evidence.

BACKGROUND

13. When the case is distilled to its essence, it concerns an RTC that occurred at the junction between Hanstad Road and Villa Road in Birmingham. As a result of this collision, the Claimant alleges that he sustained personal injuries for which he seeks to recover general damages.

14. Additionally, the Claimant seeks to recover.

    a. Vehicle Damage: £4099.71.

    b. Credit Hire Charges: £19,975.00- for the period 26 April 2017 to 31 October 2017, being a total of 188 days at £106.25 per day.

    c. Storage and Recovery Charges- for the period 26 April 2017 to 31 October 2017, being a total of 188 days at £21.50 per day plus £185.00 charge for recovery.

    d. Miscellaneous Expenses: £50.00

15. In summary, the Claimant puts his case within the Particulars of Claim as follows.

a. On 26 April 2017 the Claimant was driving his Mercedes E280 (registration FD08 JKJ), operating as a private hire vehicle, along the junction of Hamstad Road and Villa Road in Birmingham.

b. As the Claimant was crossing the junction, the Second Defendant driving a VW Touran (registration PE62 AXG) crossed against a red traffic light, coming into collision with a VW Passat (registration FE11 FYG), driven by the Third Defendant. The impact caused the Passat to spin and collide with the Claimant's correctly proceeding vehicle.

c. As a consequence of the accident, the Claimant says that he sustained personal injury to his cervical spine. The Claimant did not attend hospital after the accident, and he treated himself with painkillers. The Claimant relied upon the medical report of Dr Nasar Khan dated 22 July 2017. This report was in the trial bundle and is relied upon by the Claimant in support of his claim. I have read and considered its contents in the course of this Judgment.

16. The First Defendant disputes liability and causation for the totality of the Claimant's losses. Further the quantum of the Claimant's losses was not admitted. The First Defendant's Defence explicitly pleads that the same are denied and that the Claimant is be required to prove his claim on the balance of probabilities.

WITNESS EVIDENCE

17. In the course of the trial, I heard oral evidence from the Claimant, Mr Khan.

18. In addition, on behalf of the First Defendant, I have read and considered statements from.

a. Mr Rahim Chantler, Intelligence Analyst for Horwich Farrelly solicitors.

b. Ms Rebecca Clare Miles-Holt, Basic Hire Rates evidence.

19. In addition, I was provided with a trial bundle which contained, in addition to the statements of case and the witness statements set out above.

a. Medical Evidence- comprising the written report of Dr Khan and the Claimant's medical records.

b. Various Claim Notification Forms ('CNF') on behalf of the Claimant, the Third Defendant and Melissa Edward, a passenger in the Third Defendant's vehicle.

c. The Police Report

d. Various tax returns for the Claimant.

e. Hire Agreement and Invoice for Hire Charges and Storage Charges

20. In addition to the oral evidence, I have read and considered the contents of the documentary evidence in detail when formulating this judgment.

21. Turning to the witness evidence.

The Claimant

22. The Claimant was called and sworn in.

23. Thereafter the extensive and forensic cross-examination was made of the Claimant which lasted well into the afternoon.

24. The nature of the cross-examination was unsurprising. As I have previously recorded the Defence put squarely to the Claimant the allegation that dispute was raised both as to liability and additionally causation. Indeed, Counsel for the First Defendant explicitly challenged the Claimant's evidence on the happening of the accident, and explicitly suggested to the Claimant that he had exaggerated his claim. There could be no doubt that, right from the outset, the Claimant's honesty was put in question. There is, of course, no obligation to explicitly plead fundamental dishonesty.

25. During the course of cross-examination, Counsel for the First Defendant took the Claimant in detail through both his statement of case, witness statement, Part 18 Replies, the claims notification form and the expert medical evidence seeking to illuminate discrepancies between the same.

26. It is inappropriate to repeat each and every matter put in cross-examination in the course of this judgment. I do, however, highlight and record a number of critical elements of the Claimant's evidence which were directly challenged.

The Statements of Truth

27. Following an initial exchange concerning the precise location in which the Claimant was living at the time of the accident, which the Claimant informed me was Property at 123 Marsh Lane, Birmingham, the Claimant was taken in turn to his CNF, Particulars of Claim, Witness Statement and medical report of Mr Khan.

28. In each case the Claimant was asked to confirm that where he had signed the document to indicate its truth (the Particulars of Claim and Witness Statement), he had read and signed the same satisfied that the contents were trues. The Claimant confirmed this position.

29. Likewise, where a document had been prepared on his behalf (the Medical Report and CNF) the Claimant was asked to confirm that the contents of the same were drawn from his recollections and that, accordingly, he was satisfied that the contents was accurate. The Claimant likewise confirmed this to me.

Injuries

30. The Claimant initially gave evidence that he had not experienced any pain until a few days after the accident. Subsequently he clarified that evidence to suggest that he did have some mild paid immediately post-accident pain, but that the same had worsened dramatically approximately two to three days post-accident.

31. When asked to describe the pain on the conventional scale out of ten, with ten being the worst pain imaginable, the Claimant told me that his pain was a ten out of ten. The Claimant gave evidence that his pain lasted for a period of about 6 months, and during that period it stopped him from doing a lot, including exercising and walking his dog. The Claimant orally confirmed that this was the totality of the effects on his life and that, save for these matters, he had not experienced any other effects as a consequence of the accident.

32. In terms of symptom progression, the Claimant told me that it remained at a ten out of ten level for a period up to three and half months, before reducing to a level of eight

out of ten for two to three more months, before improving to five out of ten for a week or two. It was put to the Claimant that, cumulatively, this was seven months (not the six months previously mentioned) and that he was changing his story. The Claimant denied this.

33. Thereafter cross examination turned to the report of Dr Khan, and the description of the injuries sustained contained within that report. It was put to the Claimant that the report stated that he first experienced pain a few hours after the accident and that he had suffered from travel anxiety, a consequence which was now missing from the Claimant's description of his injuries.

34. Moreover, Counsel highlighted that the medical report suggested recovery in 10 -12 months, a considerably longer time than the Claimant was now describing. Additionally, it was put to the Claimant that had he suffered pain of the magnitude described, that he would have sought treatment- explicitly physiotherapy. The Claimant suggested that he could not remember if he had arranged such treatment but denied that his reference to pain of eight and ten, out of ten, represented an exaggeration on his part.

The Incident

35. The Claimant was taken in cross examination through the references to the index accident contained within the various documentary evidence in the case.

36. Firstly, the Claimant was taken to the Particulars of Claim and the description of the accident contained at paragraphs 11 to 13 of his witness statement. This described the accident as having occurred when the Second Defendant drove through a red light, colliding with the Third Defendant, and causing the Third Defendant to spin into collision with the Claimant's vehicle.

37. This description was contrasted with the description of the accident within the Claimant's CNF. In this document the accident was described as having occurred when the Claimant was struck by the Second Defendant's vehicle, whilst he was waiting stationary at lights.

38. Thereafter the Claimant was taken to the description of the accident contained within the medical report of Dr Khan. In this description it was the Claimant's vehicle which

was struck by the Second Defendant, thereby causing the Claimant to spin into collision with the Third Defendant. It was put to the Claimant that this constituted a third different version of how the accident happened. The Claimant denied having provided this version of the accident to Dr Khan, and he told me that the version within the medical report was incorrect.

39. Finally, the Claimant was taken to the CNF for Melissa Edwards, a passenger in the Third Defendant's vehicle, along with the Police Report of the accident. Neither document, it was suggested, made reference to the Claimant's vehicle being involved in the collision. In particular, whilst the Police Report referenced the Claimant, it was solely as a witness to the collision. There was no suggestion that the Claimant had been involved, indeed the Report suggested (and the Claimant accepted) that the Claimant was no longer at the scene at the time that the Report was written.

40. It was put to the Claimant that in light of the varying versions of events advanced and knowing that there were serious issues to be tried on how the accident happened, it had been open to him to call a witness to support his version of events, either the Third Defendant or his wife or Ms Edwards, but that save for the last-minute attempt to summons the Third Defendant, no such attempts had been made. The Claimant suggested that the First Defendant could, indeed should, have asked those witnesses about the accident for itself. He could not, however, substantively explain why such witnesses were not being advanced on his behalf.

Credit Hire/Storage

41. Thereafter the Claimant was closely questioned about his claim for credit hire charges and storage charges.

42. As to the former, the Claimant confirmed that he was unable to replace his vehicle until April 2018 when he had financed a replacement with borrowings from his Aunt. He rejected the suggestion that he should have replaced his vehicle earlier, either through family borrowing or credit cards, telling me that he did not believe in taking out loans or overdrafts.

43. He confirmed that he needed to hire a replacement vehicle in order that he could work as a private hire driver. He told me that he had worked for the six months that the hire vehicle was available, until 31 October 2017, but thereafter had been unable to work.

44. It was put to the Claimant, on the basis of the research of Mr Chantler, that he had access to a number of alternative vehicles. The Claimant was adamant that none of those vehicles could be used as a private hire vehicle, but he conceded that they could be used for social and domestic purposes, contrary to the position taken in paragraph thirty of his statement.

45. As regard to his work as a private hire driver during the period of hire, the Claimant was challenged on the discrepancy between his evidence that he had needed the vehicle to enable him to work as a private hire driver, and his tax return for the same period which suggested that he had made no turnover during the same period. It was put to the Claimant that either his evidence that he had worked during the period was wrong, or his tax return was wrong.

46. Following an appropriate warning from myself concerning self-incrimination, the Claimant confirmed that he stood by his tax return which declared zero turnover in the period. Subsequently the Claimant was re-examined as to his appreciation of the difference between profit and turnover. Whilst there was some credible inaccuracy in his description (the Claimant was not experienced in such fields), it was clear that he understood the distinction between the two concepts. This self-evidently suggested that he had, in fact, received no income during the period, and whilst this was consistent with the description given by the Claimant in his witness statement as having struggled during the period it was inconsistent with the claim for hire to facilitate the Claimant working as a private hire driver.

47. As regard storage charges for his vehicle, claimed like the hire charges until 31st October 2017, the Claimant was directly challenged about how such a claim could be maintained when there was documentary evidence that his own vehicle passed an MOT on 13th September 2017. It was uncontroversial that the Claimant had sold his vehicle and this information, it was suggested, made clear that the sale process had happened prior to the 13th September 2017.

48. The Claimant accepted that if his former vehicle was passing an MOT test on 13th September 2017 it was clearly not in storage at that time. He denied that this was a deliberate exaggeration of his claim on his part, but rather suggested that the dates for storage where simply inserted by the owner of AK Claims (providers of both hire vehicle and storage). The Claimant informed me that the dates for hire and storage were inserted by the operator of AK Claims and that he (the Claimant) had signed to confirm their accuracy without properly looking at the date.

49. In terms of the need for storage the Claimant was challenged both as to the unavailability of a place to store his vehicle, and the unsuitability of such home storage due to the dangerous condition of the vehicle. With reference to the photographs of the vehicle damage it was put to the Claimant that his vehicle was not in a dangerous condition of disrepair and that he could have simply used tape to protect against any sharp corners on the vehicle. The Claimant rejected such suggestions upon the basis that it was not open to him to leave the vehicle outside a relative's house (where it appeared from the pictures that there was a driveway) and further he rejected the suggestion that his own vehicle could have been 'made safe' for home storage.

SUBMISSIONS

The First Defendant

50. Counsel for the First Defendant opened his submissions upon the basis that the Claimant had failed to prove his case, with the consequence that his claim must be dismissed.

51. He reminded me that the Claimant had advanced multiple different versions of how the accident was said to have happened. He highlighted the discrepancies between those versions and, from the same, put the conclusions that the Claimant had failed to come across as a credible witness. By contrast, he submitted, the Claimant had presented as a poor and not credible witness. So poor was the Claimant's evidence, he submitted, it would be open to him to sit down at this point.

52. However, he went on, this was not such a case. The Claimant's case was, he said, "*littered with dishonesty",* and this ought to be recorded.

53. He drew my attention to the decision of Martin Spencer J in (1) Richards (2) McGann v Morris [2018] EWHC 1289, and in particular paragraphs [7]-[9] of that judgment, and the fact that the CNF, far from being documents of minor importance, were important documents, signed with a statement of truth and confirmed as being true by the Claimant at trial.

54. The Court in Richards, Counsel noted, had acknowledged (at [65]) that claimants might make errors but that, as noted in that case, Courts are entitled to expect a measure of consistency in the Claimant's evidence.

55. By contrast, the Claimant's evidence in this case had been littered with misstatement and untruth, such that it might be properly said that that the Claimant made for a hopelessly unreliable witness. As such it was clear that the Claimant had failed prove his claim on the balance of probabilities.

56. Further, Counsel drew my attention to Afzal Ahmed v (1) Ivan Lajik (2) Co-operative Insurance Society [2015] EWHC 651, and the adoption therein (at [29]) of the four principles in Wisniewski v Central Manchester Health Authorities [1987] PIQR P 324, that where there is a case to answer on an issue, and a party fails to call a witness who might be expected to have material evidence to give on that issue, then the Court was entitled to draw adverse inferences from that failure.

57. In the current matter it was clear, he submitted that the Claimant could have called other witnesses (his wife, Melissa Edwards, the Third Defendant) to substantiate his version of events. However, the Claimant had elected not to do so.

58. Confining himself, he said, to the "prime lies", Counsel drew my attention to the following deficiencies, inconsistencies and/or exaggerations in the Claimant's evidence.

    a. Storage Charges, and explicitly the length of time that his vehicle had been stored

    b. Need to store his vehicle post-accident

    c. Purpose of hire (social, domestic, pleasure and/or for business)

d. Need to hire a replacement vehicle. If the claim was allowed at all, Counsel submitted, then as a profit earning chattel the loss of his own vehicle should be compensated by reference to lost profits rather than the cost of hiring a replacement vehicle. That loss ought to be limited to fourteen days of lost profits of £15 per day

59. However, he submitted, even if the claim were otherwise made out then it ought properly to be dismissed under the Criminal Justice and Courts Act 2015, s57 as it was clear that the claim ought to be considered to the fundamentally dishonest and this was not a case where to do so would cause exceptional hardship.

60. In support of the contention of fundamental dishonesty, Counsel highlighted.

a. The Claimant's Tax Returns for the period, which suggested that the Claimant had not earnt anything during the relevant period notwithstanding the fact that the purpose of hiring a replacement was to facilitate the Claimant continuing to work.

b. The Claimant's Part 18 Replies, and in particular the response to question (viii)- which suggested that the Claimant was 'unable to remove his vehicle from storage until 31st October 2017'. This, he submitted, was clearly a lie in view of the fact that the vehicle was 'out' having an MOT on 13th September 2017.

c. Personal Injury- Counsel highlighted a number, he said, of key discrepancies in the Claimant's evidence. In particular, that the Claimant had previously relied on the medical evidence which put a twelve-month recovery on his symptoms- yet at trial he had suggested that recovery took approximately seven months. There were further inaccuracies, he submitted, including the site of the injury and the wider effects on the Claimant's life. There, the Claimant had failed to mention either the effects on sleep or travel anxiety- notwithstanding that both were reported to the medical expert.

61. More generally, Counsel drew my attention to the combative and evasiveness way in which the Claimant had given evidence. Counsel reminded me that I had, on a number of occasions, had to warn the Claimant to answer the question. The Claimant's

presentation evidenced his dishonesty, it was said, with the consequence that the claim should be struck out.

The Claimant

62. Counsel addressed the manner in which the Claimant had given his evidence "head-on". The Claimant was, he told me, frustrated and disappointed that- notwithstanding that he was not a fault for the accident, three and half years later he remained uncompensated and 'on trial'. He was, Counsel told me, frustrated with the Second Defendant for "*putting him through this",* and nothing more.

63. Having regard to the passage of significant time it would have been, he told me, extraordinary if there had not been some inconsistencies within the Claimant's evidence. The inaccuracies in the Claimant's evidence were attributable to that passage of time, and the sometimes-recalcitrant way in which the Claimant gave evidence was borne of his frustrations, and nothing more.

64. Counsel urged me to see beyond those frustrations. If I could, he submitted, it would be apparent that on breach of duty (and the circumstances of the accident) the Claimant had been largely unchallenged.

65. Whilst there were inaccuracies in the CNF, and the medical evidence, these evidenced no more than carelessness on his part- and carelessness was not the relevant test by which fundamentally dishonest evidence was judged.

66. Where there were inaccuracies in the Claimant's evidence, for example on the Personal injury claim with the duration of symptoms Counsel noted that the Claimant had, if anything, reduced the period for which he suffered from symptoms. Such was evidence of inaccuracy on the part of the Claimant, not exaggeration nor (moreover) dishonesty.

67. With respect to the storage charges, and in particular the need for storage Counsel accepted that the Claimant was confused about when he had moved to his current address but that did not mean that he was being dishonest about matters. In particular it was, Counsel submitted, perfectly reasonable that the Claimant needed to store the vehicle elsewhere to his mother's property. More broadly, Counsel submitted, motive

for any exaggeration was important. The Claimant (who would not personally benefit from the hire or storage charges) had no motive to exaggerate either sums.

68. In summary, he submitted, there could be no finding of dishonesty going to the root of the claim and therefore there was no basis upon which a finding of dishonesty could properly be made.

THE RELEVANT LAW

69. In determining a claim for personal injury and associated losses, arising out of a road traffic collision, I am of the view that the following issues fall for determination.

a. Issue 1: - Has the Claimant proved on the balance of probabilities that the accident was caused as a result of the negligence of the Defendant?

b. Issue 2: - Has the Claimant proved on the balance of probabilities that the nature of the accident was such that it was capable of causing personal injury?

c. Issue 3: - Has the Claimant proved that the accident caused personal injury?

d. Issue 4: - Has the Claimant proved on the balance of probabilities that he has sustained the other losses, here credit hire and storage charges, for which he now claims?

e. Issue 5: - With respect to Issue 4, if demonstrated, what level of charges ought the Claimant properly recover?

f. Issue 6: - Thereafter, and dependent upon the Court's findings with respect to Issues 1-5, the burden of proof is then placed on the Defendant with respect to the question of whether the Defendant has proved that the Claimant has been fundamentally dishonest?

70. It is a trite but the determination of the factual dispute as to the cause of the accident (being Issue 1) is a matter primarily for the Court's assessment of the witness evidence.

71. Furthermore, my attention has been drawn to the guidance on Issue 6 provided by both LOCOG v Sinfield [2018] EWHC 51 and Molodi v (1) Cambridge Vibration Maintenance Services (2) Aviva Insurance Limited [2018] EWHC 1288.

72. Additionally, I have read, and pay particular regard to the decision in (1) Richards (2) McGann v Morris [2018] EWHC 1289, and the observation (at [65]) that claimants might make errors but that, as noted in that case, Courts are entitled to expect a measure of consistency in the Claimant's evidence.

73. Finally I note the recent observations made by Martin Spencer J in Pegg v Webb [2020] EWHC 2095 (QB).

Analysis- Interplay of the Issues

74. Before commencing a determination of the Issues, it is appropriate in my view to briefly consider how, and to what extent, each of the Issues previously identified have relevance to each other.

75. In determining this claim, it appears to me that exercise is as follows.

76. Firstly, Issue 1 stands entirely separately from either Issues 2 and 3 (which run together), or Issues 4 and 5 (likewise). Accordingly, simply because there is a determination of Issue 1 in favour of the Claimant, it does not necessarily follow that Issues 2 and 3 and/or Issues 4 and 5 must be determined in favour of the Claimant also.

77. The position with Issues 2 and 3 is more fluid. A finding in favour of the Claimant on Issue 2 does not automatically lead to a determination in favour of the Claimant on Issue 3.

78. By contrast, it might properly be considered that Issue 3 is parasitic upon Issue 2, with the consequence that a determination of Issue 2 against the Claimant forecloses a decision in favour of the Claimant on Issue 3. Any analysis to the contrary would lead to inconsistent absurdity.

79. Likewise, Issue 5 is in the same way parasitic on Issue 4.

80. Issue 6 stands apart from all of the other Issues, albeit that its determination is rooted in the Court's findings on the earlier Issues. In particular, I remind myself that merely because the Court makes findings on the other Issues adverse to the Claimant, this does not lead to the inexorable conclusion on Issue 6 that the Claimant has been fundamentally dishonest.

81. The determination of this Issue is a distinct exercise which I must, and do, approach entirely afresh. So much is, in my view, reflected by the clear reversal of the burden of proof between Issues 1-5 and Issue 6. It is uncontroversial between the Parties that whilst the Claimant bears the burden on the former, on the latter Issue the burden is for the Defendant.

DETERMINATION

The Witness Evidence

82. As noted above, the Court's assessment of the credibility of the Claimant and the evidence which he gave at trial lies at the heart of any determination of Issue 1.

83. Accordingly, before moving to a determination of that Issue, it is appropriate to consider that evidence and the Court's assessment of the credibility of the same.

The Claimant

84. When assessing the oral evidence of Mr Khan, I am very conscious that I should be slow to draw to many conclusions from the manner in which evidence is given in Court.

85. It is something of a trite observation, but at the best of times Court can be a difficult and pressured environment for all participants. The adversarial nature of proceedings is, on occasion, not always conducive to a witness being able to 'put their best foot forward'. In the time taken to prepare this judgment, I have taken time to reflect on Mr Murdin's submissions on the part of the Claimant that I should careful not to misinterpret perfectly natural frustrations on the part of the Claimant- particularly in the circumstances where the Claimant found himself under lengthy and close cross examination at a time when the party he considered to be at fault (the Second

Defendant) was sitting in Court apparently untroubled by the need to appear as a witness.

86. The adversarial nature of the Court process will, inevitably in my view, engender a degree of defensiveness on the part of the witness being cross examined, let alone when the witness is subjected to lengthy and forensic (but to be clear, entirely proper) cross examination, as the Claimant was in this case.

87. Even with that in mind, on too many occasions in my view, the oral evidence of the Claimant strayed over the line from defensiveness into evasiveness. On three separate occasions I had to remind the Claimant of the need to answer the questions being put to him and not engage in debate with Counsel for the Defendant.

88. In particular, throughout the course of his evidence, it became apparent that the Claimant's defensiveness became most pronounced at the point where he was being asked to explain clear discrepancies in his evidence. The overall impression was that the Claimant was allowing himself to lapse into defensiveness (and occasionally belligerence) as a way of trying to evade a line of inquiry to which he had no satisfactory answer.

89. In light of my observations above about the challenges of being in Court, I am slow to draw conclusions from the 'manner' in which the Claimant gave his evidence. However, whilst the questioning was close, forensic and undoubtedly uncomfortable for the Claimant- it was proper (neither Counsel for the Claimant or I saw the need to interject), and the Claimant's difficulty in delivering convincing answers created, I am afraid, a very poor impression of his evidence in my mind.

90. As stated above, a degree of defensiveness can be expected, but I am afraid I do not accept Mr Murdin's submission that the manner in which the Claimant gave his evidence should be excused (or at least treated benignly) because the Claimant found himself in the witness box whilst the Second Defendant (whom he blamed for the collision, sat in Court. Whilst that may well have been the case, it is hardly unusual for a Claimant to find themselves under cross examination whilst the opposing party is in Court.

91. Further such an explanation could, in my view, only ever create very limited sympathy on the part of the Court for the obvious reason that the Claimant found himself in the position that he did as he has voluntarily elected to bring a claim. This was, of course, his absolute right to do so- but having done so I am unconvinced that much allowance ought to be made for the Claimant if the Defendant then elected to contest that claim.

92. In any event, whilst I found the 'manner' of the Claimant's oral evidence unconvincing, it was the 'content' of the same which I found ultimately more troubling.

93. On a number of occasions when apparent evidential inconsistencies were put to him, the Claimant either sought to engage in argument with Counsel for the Defendant (as he did over the apparent discrepancies between the history of his injuries contained in the medical report and his oral evidence at trial), or simply failed to provide a convincing answer altogether (as was the case over the apparent discrepancy between his tax return for the relevant period and the assertion that a replacement vehicle was required to facilitate his work as a private hire driver).

94. Taken in isolation, it may have been that these incidents were no more than symptomatic of the difficulties in giving oral evidence in a trial context. Looked at collectively, however, they left me with a poor impression of the Claimant's credibility.

Issue 1: - Has the Claimant proved on the balance of probabilities that the accident was caused as a result of the negligence of the Defendant?

95. Neither the First nor Second Defendant advanced any positive case at trial as to the manner in which the collision occurred. Notwithstanding this it is of course a burden placed upon the Claimant to prove his case on the balance of probabilities.

96. The first question is to identify, what is the version of events which the Claimant must prove?

97. Within Particulars of Claim and the witness statement, endorsed with a statement of truth and adopted by the Claimant at trial, the Claimant describes the collision as follows. On 26th April 2017, the Claimant was driving through the junction, with the

Third Defendant approaching his vehicle from the other direction. The Second Defendant (the First Defendant's insured) approached the junction from the right-hand side. The Second Defendant collided with the Third Defendant, causing the latter to come in to contact with the Claimant's vehicle.

98. This is the version of events which the Claimant advances, and which he must therefore prove on the balance of probabilities.

99. Secondly, has the Claimant discharged the burden of proving, on the balance of probabilities, that the accident occurred in this matter?

100. In my view I am not satisfied that the Claimant has demonstrated that the accident occurred on 26 April 2017 in this manner. I reach this decision in light of the following.

101. Firstly, as set out above, I reached the view that the Claimant was a poor witness, and I am afraid that I did not find him credible. Whilst he was the only 'live' witness from the accident, he was a poor witness.

102. Secondly, and of far great importance in my mind, is the lack of consistent narrative on the part of the Claimant as to how the accident occurred. The paper (and chronologically more contemporaneous to the collision) evidence is, in my view, key.

103. In that regard, I cannot ignore the fact that the Claimant has advanced three separate versions of the events with the documents provided to the Court, these were

a. Particulars of Claim/Witness Statement- Second Defendant collides with Third Defendant, Third Defendant collides with Claimant.

b. Medical Report- Second Defendant collides with his vehicle, causing him to spin in to the Third Defendant's vehicle

c. Claims Notification Form: - Second Defendant collides directly with Claimant. There is no third-party vehicle involved.

104. I appreciate that, bearing in mind three years have passed since the accident, that expecting total consistency throughout the Claimant's evidence is unrealistic. However, I am mindful, as was observed in (1) Richards (2) McGann v Morris [2018]

EWHC 1289, that the Court is entitled to a measure of consistency. In my view this is particularly the case with respect to the central aspects of the Claimant's case. In matters such as this case, it is hard to think of a more central aspect than how the accident occurred.

105. Even on accident circumstances, it might be argued, some inconsistency should be expected. However, the inconsistencies present in the current case are not limited, they are fundamental. The Claimant has not advanced slightly different versions of how the accident happened- the differing versions are radically different. Such differences call for clear and comprehensive explanation. Such explanation was entirely absent from the Claimant's evidence.

106. For example, when the discrepancies between the accident version contained in the Particulars of Claim and Medical Report was put to the Claimant, the Claimant could not provide explanation for the discrepancy save to assert that this was not what he had told Dr Khan. This left unanswered both the question of where Dr Khan would have got this version from and, moreover, why it had not been corrected by the Claimant (who had previously adopted the evidence when asked without question).

107. It is sufficient to dispose of this claim to record that I am not persuaded on balance that the accident happened in the matter advanced by the Claimant. However, having taken time to consider the Claimant's evidence, I am left considerable doubt whether the Claimant was even involved in the accident on the morning in question. I make this observation in light of the following.

108. Firstly, the Police Report from the incident in question does not report that the Claimant was either involved or injured as a result of the collision. On the Report itself there was clear scope for the Claimant to be identified as being involved. However, the Report merely identifies him as a witness alone.

109. It is uncontroversial that the Claimant had left the scene of the accident at the time that the Police attended. The Claimant informed me that the Police officer had called him following the impact, he had offered to return, but the Officer was content for him not to. From this I am satisfied that the Claimant was at the scene at the time of the collision, and he provided his details to the Third Defendant. This enabled the Third

Defendant to pass those details to the Police. However, that was in the capacity of witness to the collision, not participant.

110. Were it otherwise, the Claimant would have to have been involved in a three-car collision, of sufficient seriousness that (as is uncontroversial) that the Fire Brigade attended and cut open the Third Defendant's vehicle, yet the Police when speaking to the third vehicle involved in such a serious collision were content for the participant to neither return to the scene nor otherwise report to a Police Station? I must confess I had considerable difficult in accepting that explanation.

111. Secondly, the Claimant asserts that he as a result of injuries sustained in the collision, he experienced neck pain which he described as fluctuating as high as 10/10 (worst pain imaginable) for 2-3 months, before a further 2-3 months fluctuating at 8/10. Notwithstanding this Mr Khan neither attended hospital nor, during that period, did he enquire (or attend) physiotherapy treatment. The Court in Richards notes that a Court can normally expect an injured claimant to attend their GP or A&E, and in the event of non-recovery to have sought intervention through physiotherapy. None of this was present in the current case and, against the backdrop of the injuries described by the Claimant, this absence was striking.

112. Thirdly, I note that the Claimant has not called any witnesses to support either his version of the accident or his subsequent injuries. There were, in both cases, a ready 'pool' of potential witnesses- including the Third Defendant, Ms Melissa Edwards (passenger in the Third Defendant's vehicle) and the Claimant's own wife. None were called to support the Claimant's case. Whilst the circumstances where it is appropriate to draw adverse inferences from a failure to call a witness are limited (See Wisniewski v Central Manchester Health Authorities [1987] PIQR P 324) to (i) where there is a case to answer on an issue and (ii) the witness might be expected to have material evidence on that issue, the circumstances of the accident and the subsequent effects on the Claimant are such clear issues, in my view. These witnesses would ordinarily be expected to be able to give evidence on these issues. Their absence is telling.

Issues 2-5.

113. My finding on Issue 1 is sufficient to dispose of the claim. Accordingly, save for where relevant in a determination of Issue 6, I make no further findings with respect to these Issues.

Issue 6- Has the Defendant proved that the Claimant has been fundamentally dishonest?

114. Before reaching a determination on this question, I reiterate that merely because I have rejected the Claimant's version of events and found against the Claimant on Issue 1, this does not mean that an adverse finding against the Claimant on Issue 6 is inevitable.

115. Was it otherwise, in every personal injury claim where the Claimant fails to satisfy the burden of proving their claim, there would be scope for a finding of fundamental dishonesty? Such draconian findings would then become the norm in such cases rather than, as they are, the exception.

116. In my view, therefore, what is required of the Defendant in such cases is more than merely persuading the Court to accept the Defendant's version of events over those advanced by the Claimant. What is required is that the Defendant prove, on the balance of probabilities, that the Claimant has been fundamentally dishonest.

117. As recognised in Gosling v Hailo (2014 unreported)[1],

"*Thus, a claimant should not be exposed to a costs liability merely because he is shown to have been dishonest as to some collateral matter or perhaps as to some minor, self-contained head of damage. If, on the other hand, the dishonesty went to the root of either the whole of his claim or a substantial part of his claim then it appears to me that it would be a fundamentally dishonest claim; a claim which depended as to a substantial or important part of itself upon dishonesty*."

118. In practice what this requires is the demonstration that per LOCOG v Sinfield [2018] EWHC 51 (per Knowles J)

"..the claimant has acted dishonestly in relation to the claim and/or a related claim..and that he has thus substantially affected the presentation of his case, either in respects of liability or quantum, in a way which potentially adversely affected the

[1] And endorsed as 'common sense' by the Court of Appeal in Howlet v Davies [2017] EWCA Civ 1696

defendant in a significant way judged in the context of the particular facts and circumstances of the litigation."

119. In assessing the particular facts and circumstances of the litigation, guidance as to matters with which the Court might be concerned is provided by Molodi v Cambridge Vibration Service & Aviva Insurance Limited [2018] EWHC 1288 (per Martin Spencer J) where the Court observes (at [44])

"*The problem of fraudulent and exaggerated whiplash claims is well recognised and should, in my judgment, cause judges in the County Court to approach such claims with a degree of caution, if not suspicion. Of course, where a vehicle is shunted from the rear at a sufficient speed to cause the heads of those in the motorcar to move forwards and backwards in such a way as to be liable to cause "whiplash" injury, then genuine claimants should recover for genuine injuries sustained. The Court would normally expect such claimants to have sought medical assistance from their GP or by attending A & E, to have returned in the event of non-recovery, to have sought appropriate treatment in the form of physiotherapy (without the prompting or intervention of solicitors) and to have given relatively consistent accounts of their injuries, the progression of symptoms and the timescale of recovery when questioned about it for the purposes of litigation, whether to their own solicitors or to an examining medical expert or for the purposes of witness statements. Of course, I recognise that claimants will sometimes make errors or forget relevant matters and that 100% consistency and recall cannot reasonably be expected. However, the courts are entitled to expect a measure of consistency and certainly, in any case where a claimant can be demonstrated to have been untruthful or where a claimant's account has been so hopelessly inconsistent or contradictory or demonstrably untrue that their evidence cannot be promoted as having been reliable, the Court should be reluctant to accept that the claim is genuine or, at least, deserving of an award of damages*".

120. When considering the observations made by the Court in Molodi, I am mindful that such comments are *obiter*, and therefore do not create a precedent which would otherwise be binding upon me. Notwithstanding this, such commentary is of considerable assistance in providing guidance as to the approach which I ought to adopt when considering a claim such as found in this case.

121. Accordingly, whilst I am somewhat uncomfortable with the suggestion that the Court should approach any claim with suspicion, I do recognise the need for caution. Likewise, I acknowledge the observation that in the course of such claims the Court is entitled to expect from the Claimant a measure of consistency particularly in the accounts as to the nature and progression of injury given by the Claimant to either their solicitors, medical expert or in the course of their witness statement.

122. With this guidance in mind, I turn to consider the following features of the current claim.

The Claimant's Evidence

123. As noted above, having considered both the content and manner of the Claimant's evidence, I did not find him to have presented to the Court as a reliable witness. In the circumstances I have not found that he has discharged the burden of proving that the accident happened in the way described in his Particulars and supporting witness statement.

124. Whilst it would be realistic to observe that this is an unpromising position for the Claimant to find himself in at the outset of determining the question of fundamental dishonesty, I do not consider that, without more, the fact that the Claimant has failed to satisfy the burden of proof necessarily leads to a finding of fundamental dishonesty. The burden of proving the claim rests upon the Claimant. By contrast, the burden of proving fundamental dishonesty rests on the Defendant. In my view the failure of the Claimant to establish the first matter to the required standard cannot, therefore, give rise to automatic success for the Defendant on the second matter.

125. In determining whether there is more I have explicit regard to the following matters.

The Medical Evidence

126. The thrust of the criticism made by Counsel for the Defendant as to the evidence given by the Claimant at trial, when compared with the evidence given to Dr Khan (and adopted by the Claimant) in his report was twofold.

127. Firstly, Counsel identified that there was a discrepancy in the site of the injury, the reference to the pain radiating out to the shoulder and effect on wider life. Shoulder pain had been mentioned at trial but was not a feature of the medical evidence.

Likewise, at trial there was no mention by the Claimant (when asked by Counsel), of effects on his sleeping patterns and travel anxiety. These were, however, a feature of the report of Dr Khan.

128. In truth I am not persuaded that these matters, taken in isolation, demonstrate dishonesty, let alone fundamental dishonesty on the part of the Claimant. The fact that there was some discrepancy in the precise location of the pain described was unsurprising. The Claimant has no real medical knowledge. It is, in my view, understandable that he might not have identified the discrepancy between the medical language used in the report and where he identified the pain as being located.

129. Likewise, the fact that he mentioned travel anxiety and disturbed sleep to Dr Khan, but not at trial was not, in my view, evidence of dishonesty (fundamental or otherwise) on his part. The examination was July 2017, over three years before trial. That the Claimant would omit now such details is, in my view, explicable by the passage of time and I am slow to read too much in to such a failure.

130. Less explicable in my view is the apparent discrepancy between the medical report and oral evidence as to the total length of time that it took the Claimant to recover from his injuries. The prognosis in the medical report was for a recovery in ten to twelve months. The Claimant expressly adopted that timeframe in his witness statement (a document verified by a statement of truth). Yet under cross examination he told me that his recovery was seven months in total. There is, clearly, a very substantial difference between the two periods.

131. When asked, however, the Claimant was unable to provide any real explanation for the same. Counsel for the Claimant, perhaps foreshadowing my concerns on that, submitted that the Claimant could not be accused of having exaggerated his injuries at trial where is oral evidence of duration was, clearly, less than that mentioned in the documentary evidence. He was, of course, correct in this. But clearly if the true position is, as the Claimant told me, one of a seven-month recovery period, this raises serious concerns about the veracity of the position asserted in the witness statement-being for full recovery in twelve months. If the oral evidence at trial (seven months) is accepted, then this means that the earlier evidence (twelve months) was necessarily exaggerated.

The CNF

132. I have already referenced this document once in the course of this judgment. The document describes a head on collision between the Claimant and the Second Defendant, without the involvement of any Third-Party vehicle.

133. I appreciate that the CNF is a comparatively perfunctory document. It is however (as was observed in Richards at [7]-[9]) endorsed with a statement of truth, and the Court is entitled to take the same seriously.

134. Accordingly, the fact that the CNF identifies that the accident occurred in an entirely different way to that subsequently advanced by the Claimant is telling in my view. Whilst it would arguably require considerable latitude to be given to the Claimant to 'explain away' the apparent discrepancy between the version of the accident advanced in the claim and the version reported by Dr Khan (as the same differ as to whether it was the Claimant who span in to the Third Defendant or vice versa), I simply cannot see any justification for the version in the CNF- which does not reference a third vehicle at all. It is, in summary, an entirely different accident description.

Hire and Storage Charges

135. The Claimant sought to bring a claim for the following.

a. Credit Hire Charges: - £19,975.00 being £106.25 per day for period of 188 days running from 26 April 2017 to 31 October 2017.

b. Storage and Recovery: - Being the same period (188 days) at £21.50 per day, total £4,227.00.

TOTAL: £24,202.00

136. In light of the above figures, and in light of the comparatively modest nature of the Claimant's whiplash injury, it is clear that the credit hire and storage charges represent a very significant element of the Claimant's case.

137. Both the replacement hire vehicle and storage were arranged through the same company, AK Management Limited.

Hire Charges

138. It is a basic principle that when seeking to recover credit hire charges, the burden is placed upon the Claimant to prove that he needed to hire a replacement vehicle. The need for hire is not self-proving Giles v Thompson [1994] 1 AC 142.

139. The Claimant's witness statement was clear that the hire vehicle was required both to facilitate the Claimant's continued employment and also for social, domestic and pleasure purposes.

140. Under cross examination, and in the face of evidence that there were other vehicles available for domestic purposes, the Claimant abandoned the latter justification for need. The availability of alternative vehicles in the household was something that the Claimant had previously asserted in evidence, most explicitly in his Part 18 Replies, signed (with a statement of truth) on 20 December 2019.

141. He maintained however that none of these vehicles were suitable to operate as a private hire vehicle. Having regard to the age of the vehicles in question, and absent specific evidence to the contrary, I was prepared to accept the Claimant's evidence on this point and find that he needed to hire a replacement vehicle so that he could continue working.

142. However, such a finding would be entirely contingent on a finding that the Claimant did work as a private hire driver during that period. Unfortunately for the Claimant, his Tax Returns for the relevant period evidenced that the Claimant declared no turnover during the period. In circumstances where, in re-examination, it was apparent that the Claimant understood the difference between turnover and profit (the latter could readily have been zero during the period), this evidence suggested that the Claimant did not, in fact, work during the period.

143. The position ultimately became that either the Tax Returns were inaccurate, or the evidence suggesting that the Claimant needed to hire for work during the period was inaccurate. Faced with that unenviable choice, the Claimant confirmed that his Tax Returns were accurate.

144. On the basis therefore that the Claimant generated no turnover the Tax Year 6 April 2017 to 5 April 2018, it necessarily follows that the Claimant, following his accident

on 24 April 2017 did not work as a private hire driver for the remainder of the financial year, and I so find.

145. If the Claimant did not work as a private hire driver for the year, and clearly did not require a replacement vehicle for social or domestic reasons, it follows that he has failed to prove a need to hire a replacement. Any such claim for a credit hire vehicle must necessarily be dismissed.

146. However, in the specific context of an argument over fundamental dishonesty, it must be observed that the Claimant advanced this very substantial hire claim on the basis that he needed a replacement vehicle for;

a. Work

b. Social, Domestic Purposes

147. These justifications are set out in the Claimant's witness statement, endorsed with a statement of truth and signed by him. Both justifications are, in my view, clearly untrue. At the time of signing the statement (30 March 2020), the Claimant must have been aware that he did not, in fact, require a replacement hire vehicle for these purposes.

148. To suggest otherwise is, with respect to the Claimant, dishonest. At best, if there were a need to hire at all, it is a claim which is (very substantially) exaggerated. At worst, the assertion that there was a need to hire during the period is simply untrue.

Storage Charges

149. Although in pure monetary terms, the claim for storage charges is of a smaller magnitude, my concerns with respect to the Claimant's case on this head of loss are no less substantial than they were with respect to the hire charges.

150. Turning firstly to the question of need for storage. I must confess that I found the Claimant's evidence as to precisely where he was living at the time of the accident to be somewhat difficult to follow. Ultimately, I understood the Claimant's evidence to be that at the time of the accident he was living at 123 Marsh Lane- a property with a driveway. I do not however see anything unreasonable in his explanation that it was

not open to him to simply store his damaged vehicle on the driveway of a Property which, on any case, did not belong to him.

151. Likewise, I ought to be, in my view, slow to reject the Claimant's evidence that he did not feel that it was safe to store his damaged vehicle at home due to the risk that it posed to his children. Whilst, having examined the photographs, I have difficulty in identifying what damage is evident which might be said to pose a risk to children (or indeed anyone), I am entirely content to accept that there is nothing unreasonable in the Claimant erring on the side of caution in that regard.

152. However, it is the duration of the storage which gives me very considerable concern. The Claimant brings, and maintained at trial, a claim for storage for 188 days- until 31st October 2017. However, investigations carried out by the First Defendant had revealed that the Claimant's vehicle apparently passed an MOT on 30th September 2017.

153. The fact that the vehicle was out, driving around and passing an MOT is clearly entirely inconsistent with the Claimant's claim for storage until 31st October 2017. It is quite clear to me that the Claimant's vehicle had been sold, repaired and submitted for MOT by 30th September 2017. There can be, in my view, no justification for storage charges beyond that date as, bluntly, the vehicle was not being stored.

154. When these matters were put to the Claimant he did, to his credit, readily accept that his vehicle could not have been in storage in October 2017. His explanation was that another (described as 'he') must have written the wrong dates down for storage, and the Claimant signed without reading it.

155. My difficulty with the Claimant's approach on this evidence was that, firstly, it contradicted the Claimant's earlier evidence when he was taken through his various evidence (statement, medical report, CNF, Part 18 Replies), and he confirmed the accuracy of the same.

156. Moreover, in the course of Part 18 Replies (documents signed and verified with a statement of truth), the Claimant (i) confirmed that he received £1000 for the vehicle, and (ii) explicitly confirmed, at Question 12(viii) that the vehicle was not removed from storage until 31st October 2017.

157. As such I have considerable difficulty in accepting the Claimant's suggestion that the reason for the clear discrepancy between the reality and the storage claim can be justified solely due to actions of others in filling out dates, and his modest failure in failing to spot the same.

158. In reality the Claimant clearly played an integral part in advancing this aspect of the claim. It was the Claimant who provided evidence of the sale price of the vehicle, and moreover expressly confirmed that the vehicle was not removed from storage until 31st October 2017. That evidence is, demonstrably, untrue. The vehicle was long out of storage by that stage.

159. It therefore follows that, even if there were an original need to store the vehicle, that there has been a clear an obvious attempt to exaggerate that claim. In light of the evidence, I cannot do anything other than find that the vehicle was out of storage by 30 September 2017. Accordingly, the claim for the period 1st October 2017 – 31st October 2017 is pure exaggeration.

Conclusion- Issue 6

160. Throughout his closing submission, Counsel for the Claimant did his upmost to both make out the claim, and failing that, protect the Claimant from the issue of fundamental dishonesty. He quite properly sought to make the argument that the Claimant's evidence, and the inconsistencies therein, were the very sought of inconsistency that the Court should expect to find in a case of this type, bearing in mind the considerable passage of time and the Claimant's natural frustrations in finding himself in the position which he did. They were, in short, symptoms of poor history, frustration, potentially a degree of carelessness- but not dishonesty.

161. Looking as benignly as I can on the Claimant's case, there might conceivably be some force in notion that taken in isolation the individual elements of the claim do not demonstrate dishonesty so significant as to justify a finding of fundamental dishonesty. However, in reaching my determination on this issue, I must look at the claim in its totality. When each element is placed into the scales together, the cumulative effect is to tip the position decisively against the Claimant.

162. Explicitly.

a. Having considered the evidence in its totality, both written and oral, and considered the clear discrepancies in the same identified by the First Defendant, I am satisfied that, judged by the objective standard identified in Ivey v Genting Casinos [2017] UKSC 67, the Claimant has advanced a dishonest claim with respect to the need to hire a replacement vehicle and, further, the period of storage up to 31st October 2017.

b. Furthermore, the Claimant is clear in his verified witness statement that total recovery for his physical injuries was twelve months. At trial he gave clear evidence that it was (at most) seven months. The discrepancy between the two positions was not, in my view, satisfactorily explained by the Claimant and such discrepancy represents clear exaggeration in the witness statement of the duration of the Claimant's symptoms. Where the claim includes a claim for personal injury, such symptom duration cannot be merely incidental, but represents the very basis of a claim for general damages such as this- as recognised in Pegg v Webb [2020] EWHC 2095

163. Further, with due regard to Gosling, I find that the dishonest identified above- in particular with respect to the credit hire and storage charges. Such charges, even on the most generous assessment of general damages, were likely to represent a substantial proportion of the overall value of the claim. I cannot therefore see any argument how the same could be said to be, per Gosling, minor or collateral matters. By contrast they are clearly matters going to the very heart of a substantial element of this claim. Accordingly, I have come to the conclusion that the Claimant has been fundamentally dishonest in the presentation of his claim.

164. It therefore follows that, pursuant to CPR r44.16(1) in light of my findings the Claimant has lost the protections otherwise afforded to him under the Qualified One-Way Costs Shifting provisions.

165. I will hear further from Counsel as to the appropriate order to make in light of my findings. If agreement can be reached on this in advance of handing down judgment, then I am more than content to dispense with the need for the Parties' attendance.

Philip Mantle