IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES
PROPERTY TRUSTS AND
PROBATE LIST (ChD)
[2022] EWHC 788 (Ch)

No. PT-2019-000803

Rolls Building
Fetter Lane
London, EC4A 1NL

Friday, 4 March 2022

IN THE ESTATE OF KEVIN PATRICK FRAIN (AKA KEVIN PATRICK REEVES)

Before:

THE HONOURABLE MR JUSTICE MICHAEL GREEN

B E T W E E N :

LOUISE MICHELLE REEVES — Claimant

- and -

(1) CLAYTON PETER DREW
(2) SIMON KEVIN FRAIN (AKA BILL REEVES)
(3) LISA MURRAY
(4) MARK RYAN MCKINNON
(5) CHERIE ADELINE MCKINNON — Defendants

MR F. TREGEAR QC and MR P. BURTON (instructed by Womble Bond Dickinson) appeared on behalf of the Claimant.

MR G. RICHARDSON (instructed by Stevens & Bolton LLP) appeared on behalf of the First Defendant.

MS C. MCDONNELL QC, MR M. HOLMES and MR H. FRASER (instructed by London Litigation Partnership) appeared on behalf of the Second Defendant.

MR C. DARTON QC and MR. M. HOLMES (instructed by London Litigation Partnership) appeared on behalf of the Fourth Defendant.

J U D G M E N T

MR JUSTICE MICHAEL GREEN:

1 I handed down judgment in this matter on 31 January 2020, following the trial which took place in November 2021. My long judgment has neutral citation number [2022] EWHC 159 (Ch). I will adopt the same abbreviations and definitions as in that judgment, and again no disrespect is intended by referring to members of the deceased's family by their first names.

2 This is the consequentials hearing at which there are two main issues: (i) costs; and (ii) who should be the personal representative to the estate. The Claimant, now represented by Mr Francis Tregear QC, leading Mr Paul Burton (who appeared at the trial), surprisingly do not make any application to me for permission to appeal. As I understand it, the Claimant is intending to seek permission from the Court of Appeal without asking me first. However, she does ask me, and we have not yet got to that, for some more time in relation to the filing of an appellant's notice.

3 Costs

I found the 2014 Will to be invalid for want of knowledge and approval, but I dismissed the Defendants' claim that the 2014 Will had been procured as a result of undue influence. The latter plea was a late amendment to the Defendants' case, allowed by the court, and required quite a substantial amount of evidence. But the Defendants got what they wanted, which was the invalidity of the 2014 Will and the admission of the 2012 Will to probate. So the Defendants' success in overturning the 2014 Will is relied upon by them to say that they were the overall winner and therefore should have all their costs. Indeed, they go further and say that the Claimant should pay all their costs on the indemnity basis. They say that this is the clearest case possible for the award of costs on the indemnity basis. They also seek a substantial interim payment on account of those costs, 80% of the budgeted costs, which comes out at a sum of around £1.35 million. That also includes Ryan's separate costs. The Defendants also object to Mr Drew having his costs of the litigation being paid out of the estate, and they say that, if by anyone, those costs ought to be paid by the Claimant.

4 The Claimant says that the Defendants' application is essentially misconceived and it ignores the fact that they lost on a major part of their case, undue influence, and the alleged limited basis upon which the Claimant did not succeed in proving knowledge and approval. She says that she should have the costs of the undue influence claim, and the knowledge and approval costs should either be paid out of the estate or there should be no order as to costs in relation to that issue. She is therefore suggesting that the net position should be that the Defendants pay some of the Claimant's costs. She obviously also resists an indemnity basis of assessment and suggests that there should be no interim payment on account.

5 Starting with the Defendants' submissions, Ms McDonnell QC, supported by Mr Darton QC, submits that the decision for the court was binary and it was whether to uphold or set aside the 2014 Will. The 2014 Will was set aside, which was what the Defendants wanted, and it does not matter, so they say, that they failed on one part of their claim. They were the winner and the general rule in CPR 44.2(a) should apply, and the Claimant should pay all their costs. As to whether account should be taken of losing the undue influence claim, they say that the court's task in deciding whether to make an issues-based order is whether that will reflect the overall justice of the case. They say that it was reasonably raised, they had permission to run it, and that when one takes a step back, the only reason that the Defendants had to challenge the 2014 Will was because the Claimant was improperly

seeking to propound it. They say they should not be out of pocket as a result. Ms McDonnell says that she is unaware of any cases where a successful challenge to a Will has led to an issues-based order.

6 In relation to indemnity costs, the Defendants rely on three broad matters which they say take this case out of the norm - as the test was described by the Court of Appeal in *Excelsior Commercial & Industrial Holdings Ltd. v Salisbury Hammer Aspden & Johnson* [2002] EWCA Civ 879. Courts are of course discouraged from relying on other cases for similar factual scenarios in relation to costs, and particularly in relation to the award of indemnity costs, because that is so fact-sensitive, and perhaps peculiar to the feel of the judge who has heard days of evidence and decided the case in question. The Defendants rely on (i) the Claimant's alleged dishonest conduct, (ii) the fact that the claim was irreconcilable with the contemporaneous documents, and (iii) the Claimant's consistent refusal to engage in ADR.

7 Taking each in turn, as to the Claimant's alleged dishonest conduct, the Defendants rely on *Esure Services Ltd v Quarcoo* [2009] EWCA Civ 595, and *Reid Minty v Taylor* [2001] EWCA Civ 1723, for the proposition that a court should mark its disapproval of a claim dishonestly brought or maintained by the award of indemnity costs against the losing party. More particularly, the Defendants rely on *Franks v Sinclair* [2006] EWHC 3656, a decision of David Richards J (as he then was). That was a case of a claimant solicitor seeking to propound the Will of his mother that he had drawn up, but which the judge found was made without her knowledge or approval, because the claimant had not received instructions to such effect and knew that he had not. The judge said that if this did not take the case out of the norm, he did not know what did or what sort of case would, and he awarded indemnity costs against the claimant. Ms McDonnell pointed to certain paragraphs in my judgment where I found that the 2014 Will was engineered by the Claimant, that she sent deliberately false emails and where she lied in her evidence as to her involvement in the Will-making process, her relationship with Mr Curnock, and the findings in relation to her character and the truthfulness of her evidence generally.

8 The second point that was relied upon was the irreconcilability of the CGM Will file with the Claimant's case. The Claimant was putting forward the incomplete CGM Will file as a complete answer to the case on knowledge and approval, whereas she knew, so the Defendants say, that the file was incomplete and that it did not disclose the full extent of her involvement and that the documents that were there, principally Mr Curnock's attendance notes, were unreliable and inaccurate.

9 The final point concerns ADR. Ms McDonnell relied on *Halsey v Milton Keynes General NHS Trust* [2004] EWCA Civ 576, and *Reid v Buckinghamshire Healthcare NHS Trust* [2015] 10 WLUK 752, for the proposition that the court can mark its disapproval of an unreasonable refusal to mediate against a losing party by ordering indemnity costs. I have seen various without prejudice correspondence from quite early on in the proceedings where the Defendants' solicitors were offering ADR, but the Claimant's consistent position was that the challenge to the 2014 Will was so hopeless that mediation was inappropriate. In later correspondence shortly before the trial, her solicitors said that she required "nothing less than a complete vindication of her position in court following a public hearing", and that accordingly mediation was inappropriate. The Defendants say that this attitude mirrors the Claimant's character totally, and her evidence in court is now a further reason why costs should be ordered on the indemnity basis.

10 Mr Darton on behalf of Ryan, relied on Briggs J's, (as he then was) decision in *The Bank of Tokyo-Mitsubishi v Baskan Gida Sanayi Ve Pazarlama A.S.* [2010] 5 Costs LR, 657. He

said that because of the Claimant's conduct she ought to be penalised so as to discourage litigants from acting like her.

11 Turning to the Claimant's submissions, the Claimant comes at this from a very different perspective. Mr Tregear, on her behalf, said as follows: that the Defendants had put in issue the formal validity of the 2014 Will both in terms of the deceased signing it and whether the pages had been substituted after the event. The signature point was discontinued when the defence was amended, but the document point, the substitution of pages, was left in there on the pleadings but simply not run at trial. The Claimant says that considerable costs were spent on those issues and that should be reflected in the costs order. Mr Tregear says that the fact that the Claimant was propounding the Will does not give *carte blanche* to the Defendants to run every point of challenge, good or bad. It does not even matter whether it was reasonable for them to run it or not. He says that those challenges failed and the usual costs consequences should follow. As to undue influence, this was a late amendment permitted by the court on 26 July 2021. The Claimant says it changed radically the case at trial and required whole rafts of new evidence and witnesses, and the Defendants ultimately lost on it. She says it took up considerable time and that it was effectively a separate claim, so costs should follow the event, and that that is the normal order where a party raises undue influence but fails to establish it.

12 The Claimant recognises that an alternative course would be to make a percentage-based order which is considered preferable to requiring a costs judge to disentangle costs on different issues - see CPR 44.2(7) - but that if that was being considered by the court, the court should conclude that roughly 50% of the time was spent on the undue influence issue.

13 As to the knowledge and approval part of the case, as I have said, the Claimant is suggesting that those costs should come out of the estate, or that there should be no order as to those costs. The first reason for that is that the Defendants simply put the Claimant to proof of knowledge and approval, and she was ultimately unable to prove that. There was no allegation of fraud and, as a named executor and beneficiary, the Claimant was perfectly entitled to seek to propound the 2014 Will where it appeared to have been properly executed in accordance with section 9 of the Wills Act 1837. She says that it was actually all CGM's fault, and by that she does not accuse Mr Curnock but, rather, Mr Riley and Ms Scouller, who failed to take steps to ensure that the deceased did know and approve the contents of his Will. That is quite a turnaround from the Claimant's closing submissions at trial where she put Ms Scouller as front and centre of her case on knowledge and approval. She says that because of their faults - and it should not be forgotten that she was at the execution meeting on 7th January 2014 - she should not be penalised as a result of Mr Riley and Ms Scouller failing to come up to proof and she was entitled to try and prove the Will on the basis that they would.

14 Her second point is based on the two well-known principles in relation to costs in probate claims, and I was referred to *Kostic v Chaplin* [2008] 2 Costs LR 271, where the principles are clearly explained. The first principle is that where the testator is the cause of the litigation, the parties' costs should be paid out of the estate. The Claimant says that the findings in my judgment support the proposition that it was the deceased's fault that he had employed Mr Curnock to do what Mr Curnock himself described as a Primark job for a fixed fee of £140, and that the deceased ought to have informed Mr Riley and Ms Scouller that he had difficulties reading and had not read the Will. Even had he done so, the deceased may still not have allowed them to read the Will, but the Claimant says that therefore it was the deceased's fault that he signed the Will not knowing its true contents. I

add that it was part of my findings that the Claimant was actually there at the meeting on 7 January 2014 when the Will was discussed and executed.

15 The second principle in relation to probate claims that the Claimant relies upon is that the circumstances around the Will's execution afforded reasonable grounds for investigation. In other words, that the Claimant was entitled to take the case to court to see how things turned out, and whether she would be able to prove knowledge and approval.

16 As to the basis of assessment, the Claimant says that there is no justification for indemnity costs where she succeeded in defeating undue influence. Furthermore, she says that this was hard-fought, acrimonious family litigation where feelings were running high on both sides, and the court should not be too ready in those circumstances to consider that it falls outside the norm. She was entitled to seek to prove the 2014 Will and she simply failed to satisfy the court that the deceased did know and approve its contents. That failure to come up to proof should not be visited by an order for costs on the indemnity basis. Furthermore, the Defendants are now suggesting that this was a fraud and conspiracy between her and Mr Curnock, when they expressly disavowed making any such allegation either in the pleadings or at trial.

17 Mr Tregear also raised with me the possibility that I wrongly disbelieved Mr Curnock in relation to his involvement in the Rowan Close transaction, because he was actually correct to have said in his evidence that a redacted note from his notebooks was nothing to do with Rowan Close. This is very recently discovered material, and no convincing explanation has been offered as to why investigations in relation to this matter have not been done before now. But Mr Tregear was effectively saying that the Defendants had misled the court by putting to Mr Curnock that the note did relate to Rowan Close. Mr Tregear appears to wish to rely on this matter in the Claimant's potential application for permission to appeal. He may or may not persuade the Court of Appeal to admit this new evidence and to deploy it in the Claimant's appeal, if she does decide to try to appeal, despite the overwhelming evidence that I found as to the way this Will was prepared by Mr Curnock. But for today's purposes and in considering costs, I cannot possibly take that material into account when the Defendants have not had the opportunity to investigate what happened, and there is no evidence whatsoever that the Defendants have misled the court in that respect.

18 So turning to my conclusions in relation to costs, it is clear to me that the Defendants are the overall winners of this litigation. They challenged the 2014 Will on a number of bases originally, and in the end on two bases – want of knowledge and approval, and undue influence. As I pointed out in the judgment, factually those two cases are quite difficult to run together, as they are inconsistent. One is dependent on the deceased knowing what was in his Will, and the other is dependent on him not knowing. As Mr Darton pointed out, they cannot both be true, and the finding of one effectively cancels out the other. But, whichever way they got there, the Defendants were trying to overturn the 2014 Will and they successfully did so on one of those bases.

19 Most of the evidence relevant to knowledge and approval, of necessity, pre-dated the 2014 Will and was predominantly concerned with the Will-making process and how a Will in those terms came to be signed by the deceased. Apart from Mr Lines' email of 2015 and a few bits and pieces of evidence as to whether the deceased actually discussed the Will and the relationship between the Claimant and Mr Curnock, all the evidence post-dating the Will was directed either as to the deceased's literacy skills or to the Claimant's and deceased's characters. That is obviously of central importance to undue influence, but it was also of material relevance to the knowledge and approval claim. It was important to establish that

the Claimant was a risk-taker and ruthless, as I found, which meant that she was capable of doing what she did and thereby got the Will signed by the deceased in her favour. The amendments to plead undue influence enabled the Defendants to put in broader evidence as to the Claimant's character which, perhaps tactically, helped their knowledge and approval case, but I cannot ignore that considerably more evidence was adduced because of the addition of the undue influence claim. There was, however, considerably less engagement with undue influence in the parties' submissions at trial, with the Claimant's closing submissions, I recall, saying that they thought that that case had been abandoned, even though they knew that it had not.

20 I think it is unrealistic of the Defendants to say that I can ignore their failure on undue influence because they won overall. There were only two issues, and they won one and lost one, but they got the 2014 Will set aside. I understand their point that they were only required to challenge the Will because the Claimant was seeking to propound it on a basis that she must have known was untrue, but they lost that issue and I think their failure on that and the considerable expense that was incurred on it must be reflected in the costs order I make.

21 Similarly, I think it is wholly unrealistic of the Claimant to suggest that she should not bear the costs of her failure to prove knowledge and approval. To characterise her loss on that issue as being down to the failures of Mr Riley and Ms Scouller at the execution meeting or the failure of her father to alert them to the fact that he could not read, shows a worrying lack of appreciation as to the extent of my findings and the untruthful evidence that both she and Mr Curnock gave in relation to the preparation of the Will and the extent of their relationship. Mr Curnock's attendance notes simply could not fit within what he and the Claimant said happened, and they were totally unreliable. The Claimant was at both the 23 December 2013 meeting as well as the execution meeting on 7 January 2014, even though she said she was not, and Mr Curnock's note wrongly tried to portray that she was not there on 23 December 2013.

22 Ultimately, as I said in para.444 of my judgment, the Claimant pulled the wool over her father's eyes and he did not know that he was radically changing from his earlier Will. Mr Riley and Ms Scouller simply were unable to establish that either of them actually read out the residue clause to the deceased and got him to confirm that he was happy to sign a Will in those terms. For all the reasons set out in my judgment, they were not to know anything about the radical change, and were entitled to assume that the deceased was happy with his Will. The Claimant was there, even though she untruthfully suggested otherwise, and this would have helped in getting the Will signed in those terms, in my judgment. On my findings, the Claimant must have known that, and she orchestrated things so as to make it unlikely that the deceased would actually know how his Will had changed. She was responsible for that and it cannot fairly be said that she acted reasonably and honestly in seeking to prove otherwise and that the costs should therefore be borne equally and be paid out of the estate. In my view, she should pay the Defendants' costs personally for having lost that issue.

23 In accordance with CPR 44.2(7) that directs the court to make a proportionate order rather than an issues-based order, I need to reflect the fact that whilst the Defendants won overall they lost a major issue in the case, and they also withdrew their challenges to the formal validity of the Will. It was reasonable for them to run undue influence and it did provide further evidence in support of the case on knowledge and approval. The Defendants reasonably relied on undue influence as another means of challenging a Will that I have found the Claimant knew was not properly approved by her father. The Claimant should be

held responsible in those circumstances for forcing the Defendants to challenge the Will in court. I do not think that there should be any possibility of the Defendants having to pay the Claimant's costs of defending the undue influence claim, but I do think it is fair to reflect the fact that they lost on that issue and that there was some time spent on it, both in preparing for the trial and at the trial. I also take into account that some time was spent in preparing on the issues about the execution of the 2014 Will, which were not ultimately pursued at trial.

24 In my view, a fair and just apportionment, which will necessarily be a little rough and ready, and given that the focus at the trial was much more on knowledge and approval, should be that the Claimant should pay 70% of the Defendants' costs of the case, excluding of course any costs orders that have already been made the other way. Undue influence came in late and, while there were extra witness statements, I think more on the Defendants' side, the late flurries of activity over disclosure were largely related to the knowledge and approval issue, in particular the relationship between Mr Curnock and the Claimant, and his notebooks. There was therefore much less time both at trial and in the preparation for trial on undue influence, and, in my view, 70% of the Defendants' costs represents a fair reflection of their overall success in the case, but it also takes account of the fact that they lost on undue influence.

25 Turning to whether those costs should be paid on the indemnity basis or not, this is not, as the Claimant would have me believe, merely a heated family disagreement that unfortunately ended up in court because there were legitimate doubts about the 2014 Will. This was a full-scale dispute in which the stakes were high and in which both sides were accusing the other of lying and dishonesty. Although we are not meant to compare other cases in relation to costs, I do think that the *Franks v Sinclair* case is significant in this context. I, like David Richards J, find it difficult to see how the Claimant's conduct in bringing a case such as this to propound a Will knowing it was false and did not truly represent her father's wishes, is not out the norm. Otherwise, it is difficult to see what sort of conduct would justify indemnity costs. Fraud was not pleaded against the Claimant, but I was clear in my judgment that the Claimant knew exactly what she was doing in getting her father to sign a Will in her favour. I was trying to rationalise from the available evidence, particularly the attendance notes of Mr Curnock, how this could have happened. It was not necessary to decide that this was a fraud, and the Defendants did not need to go that far. But, as I said at para.348 of the judgment, there is a strong implication that the Claimant engineered an extraordinary fraud on her father by getting him to execute the 2014 Will without knowing its terms or thinking they were something else. As I have already said, in rejecting the undue influence claim, I said that she pulled the wool over his eyes, rather than applied pressure to sign something he did not want to.

26 Mr Tregear says that these were all essentially conditional findings in my judgment, and I did not and was not asked to find fraud. I think that understates their status. It was necessary for me to understand how we ended up where we are, with a Will prepared by a solicitor in which the deceased did not know its contents. That is very serious misconduct, it seems to me, by the parties involved, and that should be reflected by the court's disapproval of such conduct. I found that the Claimant used the deceased's illiteracy in order to get the Will signed, and she sent an email to Mr Curnock that she knew was deliberately false when it said that the deceased had read the Will himself and was happy. The Claimant was untruthful about the circumstances in which the 2014 Will was prepared and the full extent of her relationship with Mr Curnock. She also grossly exaggerated in her evidence the deceased's ability to read. These were crucial aspects of her evidence which went to the root of her claim to propound the 2014 Will. She was one "who is prepared to

go to considerable lengths in order to get what she wants. She is capable of being ruthless and manipulative, using her intelligence and willingness to take risks to act deviously for her own personal interests" (para.429 of my judgment). She produced evidence to support her case, including from Mr Curnock and others who opined on the deceased's literacy that she knew was false. This, in my view, took the pursuit of this case out of the norm and requires the court to mark its disapproval of such conduct accordingly. Her story was concocted out of what she thought were the available documents, but this unravelled as more documents came to light and the falsity was exposed.

27 I also think that the point blank refusal to engage on ADR was unreasonable, particularly as she knew what she had done and the Defendants were reasonably seeking to resolve the dispute without putting the family and others through the ordeal and trauma of a trial. I would particularly point to what she put Ryan through, as was evident from his very brief appearance in the witness box. But she ploughed on, and it emerged that she had lied in her evidence about her involvement in the preparation of the 2014 Will, the relationship with Mr Curnock and the false evidence as to the deceased's literacy. Accordingly, I am going to order that the Claimant pays 70% of the Defendants' costs but on the indemnity basis.

28 I should say something about Ryan's costs. Mr Darton says that Ryan was entitled to be separately represented, albeit that he was the only form of separate representation, as Ryan used the same solicitors as Bill and they shared one of their junior counsel, Mr Holmes. I agree that he was perfectly entitled to be separately represented. There were slightly different points which it was appropriate for Ryan to emphasise, and to a certain extent he brought an alternative perspective to events. It seems to me that Ryan should have the same costs order in his favour, and any duplication issues that arise will have to be sorted out in the detailed assessment.

29 Having made such an order, there obviously must be an interim payment on account. The Defendants are seeking 80% of their budgeted costs, and the Claimant says, correctly, that there should be no more ordered than the Defendants will almost certainly collect on a detailed assessment. The figures have been provided by Mr Karia in his witness statement and they are essentially the figures of the estimated budgeted costs, which he says have been agreed by the Claimant as to 84% of the Second Defendant's costs, and 89% of the Fourth Defendant's costs. The Defendants are accordingly asking for 80% of those budgeted costs on that basis.

30 Because of certain issues pointed out by Mr Tregear, and perhaps a concern that there may be some duplication issues, I think it would be safer to leave a slightly larger margin in relation to those budgeted costs, and I direct that the Defendants should be entitled to an interim payment on account of 70% of those budgeted costs figures. Of course that will be 70% of the 70% of the costs that I have ordered to be paid by the Claimant. Hopefully someone can work out what the figures are.

31 Turning to Mr Drew's costs, the First Defendant, he seeks to recover his costs from the estate. As a neutral executor simply giving evidence and being involved in the litigation to assist the parties and the court, that should normally be the case. But I did find that Mr Drew had so aligned himself with the Claimant that he was really taking sides. I disbelieved his evidence about literacy, something that he could not have been mistaken about. Furthermore, he sought to downplay his involvement in the deceased's personal financial affairs, when it was clear that he was very much involved both in relation to the 2005 Will, the 2012 Will and various meetings with Mr Lines. It was perfectly obvious to me that the deceased depended crucially on Mr Drew, assisting him in relation to legal documents,

reading and generally in his financial affairs. He also allowed Mr Curnock and his solicitors to pretend that the 2012 Will did not exist. Mr Drew downplayed all that in his evidence in order to support the Claimant, it seemed to me.

32 Having said that, he was not involved in the preparation of the 2014 Will. That was possibly deliberate by the Claimant, and he was entitled to assume, as it was apparently properly executed, that it was the last Will and Testament of the deceased and that he was one of the two nominated executors. He is certainly entitled to his costs of the administration of the estate, but these are not properly before me. I am only concerned with the costs incurred in relation to this litigation. I think these need to be separated (and Mr Richardson on his behalf did so) between those incurred in acting as administrator of the estate, such as the disclosure of estate papers, responding to orders of the court etc, and those costs incurred in relation to the preparing of his evidence and his participation as a witness at the trial. Mr Richardson said that Mr Drew was asked by both sides to give evidence at the trial, but that does not excuse giving evidence that was not eventually accepted by the court.

33 Ms McDonnell said that all these costs should be paid by the Claimant because it was her fault that Mr Drew had to be so involved, and it would be unfair to visit those costs on the estate to which her client and the other beneficiaries will therefore lose. Mr Richardson pointed to the *Kostic* case which says that the administrator should be entitled to an indemnity from the estate and that the losing party, if that losing party is found to be liable for the administrator's costs, should be ordered to pay those costs into the estate. Ms McDonnell referred to the *Wharton* case however and said that in that case the court actually directed the losing party to pay the personal representative's costs. Mr Richardson in the end accepted, I think, that that would be an appropriate course in this case.

34 I think that in relation to the costs as described in para.10 of Mr Richardson's skeleton argument, which are essentially the more administrative costs in relation to the litigation, that he should be indemnified by the Claimant for those costs on the indemnity basis. But in relation to the trial costs, those should be paid on the standard basis by the Claimant. I do not think he should be entitled, given what I found in relation to his evidence, to a full indemnity in relation those costs. So that is what I will direct in relation to Mr Drew. I think that is all that I can deal with now on costs.

CERTIFICATE

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