

Dominic Bright



Dominic practises international, commercial and property law.

Legal Counsel at the world's largest publicly-traded property and casualty insurer, he specialises in autonomous sanctions surrounding marine and aviation insurance.

He was [judicial assistant](#) to Sir Brian Leveson (then [President of the Queen's Bench Division](#)).



Year of Call: 2016

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Publications

Dominic assists authors to publish academic articles and professional texts on national and international law. He also publishes in his own right.

Books

- ['A Practical Guide to the Small Claims Track \(Second Edition\)'](#) (Law Brief Publishing, December 2020)
- ['Trespass to Land'](#) in volume 40(1) of [Atkin's Court Forms](#) (Practice and Forms) (assisted the contributor, [Simon Brilliant](#), LexisNexis, August 2019)

Articles

- ['Academia, The Judiciary & Practical Legal Scholarship'](#) (Association of District Judges Bulletin, January 2022)
- ['Staying on Track: Ten Key Points that PI Lawyers Should Know About the Small Claims Track'](#) (PI Focus, March 2020)
- ['The CICC and the Rule of Law: Fair, Transparent and Convenient? What You Need to Know About China's New International Commercial Court'](#) (Counsel Magazine, September 2019)
- ['Section 21 Sent Packing'](#) (New Law Journal, Issue 7838, 2 May 2019)
- ['Treaty-Making Within the British Commonwealth'](#) (assisted the author, [Sir Franklin Berman KCMG QC](#), [2015] Melbourne Law Review 4)



Seminars / training

Dominic accepts invitations to present seminars / training from professional clients. He also attends other professional events.

Recent invitations

- 'Small Claims Training' – Seminar One, 8 September 2020 (admissions; interim payments; and remote final hearings); Seminar Two, 30 September 2020 (when, how and benefits of making an oral application for strike out and / or summary judgment; judicial intervention v entering the arena; and departure from fixed costs following a finding that a party has behaved unreasonably); and Seminar Three, 23 October 2020 (appearing against litigants in person)
- Training for a niche commercial and residential property law firm on forfeiture, trespass and assured shorthold tenancies (July 2020)
- 'Future of International Dispute Resolution' (discussant analysing the effects of the COVID-19 pandemic on international commercial contracts with the International Dispute Resolution Group, June 2020)
- 'Jurisdiction and Choice of Law Clauses in International Commercial Contracts' (seminar to City lawyers, November 2019)
- Defence barrister in a mock trial following a road traffic collision and claim for credit hire (training for a leading law firm of about 2,500 employees and an insurer with over 166,000 employees, July 2019)

Recent events

- 'International Law in Future Frontiers' (Chatham House, May 2022)
- 'Mediation and Negotiation Masterclass' (Property Bar Association, April 2022)
- 'Revisiting: We, the Robots' (British Institute of International and Comparative Law, March 2022)
- 'PBA Annual Dinner 2021' (Globe Theatre, London, December 2021)
- 'PBA Conference 2021 – Property Litigation in a World of Change' (November 2021)
- 'Civil Mediation Council Annual Conference 2021' (Remote, November 2021)
- 'Junior PBA Webinar – Dilapidations and Disrepair' (Remote, July 2021)
- 'Civil Mediation Council Annual Conference 2020' (Remote, November 2020)
- 'Short Course: Public International Law in Practice' (British Institute of International and Comparative Law, September 2020)



- [‘Short Course: Law of the Sea’](#) (British Institute of International and Comparative Law, September 2020)
- [‘Collaborative Resolution of Disputes and COVID-19’](#) (British Institute of International and Comparative Law, June 2020)
- [‘Meeting in a Post-pandemic World’](#) (Civil Mediation Council, June 2020)
- [‘Virtual Justice in France, UK and US: Status and Challenges of Remote Hearings and Trials’](#) (British Institute of International and Comparative Law, June 2020)
- [‘Artificial Intelligence: The Future of Regulation – A Conversation with Lord Clement-Jones’](#) (British Institute of International and Comparative Law, June 2020)
- [‘Force Majeure and Hardship in Commercial Contracts: Cross-border and Comparative Perspectives’](#) (British Institute of International and Comparative Law, April 2020)
- [‘COVID-19 and International Law: What Went Wrong and What Can We Learn From It?’](#) (British Institute of International and Comparative Law, April 2020)
- [‘National Security and the Law in the 2020s’](#) (Middle Temple, February 2020)
- [‘Climate Change Litigation: Comparative and International Perspectives’](#) (British Institute of International and Comparative Law, January 2020)
- [‘Civil Mediation Council Annual Conference 2019’](#) (Hallam Conference Centre, November 2019)
- [‘Property Bar Association Conference 2018: Fraud and Equity in Practice’](#) (The Honourable Society of Gray’s Inn, 27 November 2018)

Further information

Dominic holds two postgraduate qualifications, is an active member of various domestic and international professional associations, and enjoys gardening, travelling and learning about geopolitics when time permits.

Qualifications

- Master of Laws (LL.M) in Professional Legal Practice (incorporating the BPTC), BPP University Law School, London Holborn, awarded Distinction
- Master of Laws (LL.M), King’s College London, School of Law, awarded Distinction
- Law (LLB Hons) with European Legal Studies, King’s College London, School of Law (incorporating an Erasmus exchange at Uppsala University, Sweden)

Memberships

- [British Institute of International and Comparative Law](#)



- Chatham House, the Royal Institute of International Affairs
- Civil Mediation Council
- Commercial Bar Association
- Property Bar Association
- Technology and Construction Bar Association

Interests

- Training “Merlin” the German Shepherd, playing the VAD 706 V-Drums [Acoustic Design](#), and horse-riding
- Conserving a Sixteenth-Century, Grade II listed property of special architectural and historic interest, as a member of [The Listed Property Owners’ Club](#)
- National, regional and global threats, challenges and opportunities including the changing nature of geopolitics in relation to sustainable growth, prevention of conflict, and development of the rule of law

International

Dominic is Legal Counsel at the world’s largest publicly-traded property and casualty insurer. He specialises in autonomous sanctions surrounding marine and aviation insurance. Dominic has advised in relation to ultra-high net worth clients, multinational companies and restricted goods.

He accepts instructions where there are issues of jurisdiction, public and private international law. Dominic also accepts devilling instructions from Silks and senior juniors on larger and more complex cases, including offshore arbitrations.

His recent articles include:

- **‘COVID-19, International Commercial Contracts & “Breathing Space”: Further Encouraging ADR; Developing Common Law Doctrines; & An Implied Term of Good Faith’** (analysing the necessary contribution of the law to safeguard commercial activity, minimise disruption to supply chains, and ameliorate the adverse effects of a plethora of defaults in the COVID-19 emergency with Pranav Bhanot from Meaby & Co Solicitors)
- **‘UK Autonomous Sanctions System: Substantial Increase in the Costs of Compliance?’** (overview of the current legal landscape surrounding the complex area of international sanctions, and the UK’s autonomous sanctions system, so as to offer an informed view on whether the costs of compliance for business – and the associated penalties in default – is likely to substantially increase)
- **‘Climate Change and the Judiciary: Europe; the United States; & the Indian Subcontinent’** (shedding



light on to nine of the leading cases from around the world in which the judiciary have tackled climate change-related issues).

In November 2019, Dominic presented a seminar with [Dr Natalia Perova](#) to selected professional clients, entitled: 'Jurisdiction and Choice of Law Clauses in International Commercial Contracts'. His topics included three Regulations of the European Union (Rome I, Rome II and Recast Brussels), the Agreement on the Withdrawal of the United Kingdom from the European Union, and what can be expected after Brexit.

In September 2019, Dominic published an article in Counsel Magazine, entitled: '[The CICC and the rule of law: Fair, transparent and convenient? What you need to know about China's new International Commercial Court](#)'. He has a particular interest in the regulation of novel technologies, including small, unmanned aircraft, on which he has written a leading article: '[Drones, Airprox and the Regulatory Environment: Cause for Concern?](#)'

Dominic is a member of the [British Institute of International and Comparative Law](#) and [Chatham House](#), the [Royal Institute of International Affairs](#).

He accepts instructions in (international) commercial litigation, international arbitration and mediation, cross-border insolvency, conflict of laws and questions of jurisdiction, public and private international law.

Recent instructions

- Devilling for a Silk on procedure and prospects of successfully appealing an arbitration in a Caribbean country where the costs on each side were in the region of \$10 US million. Email from Silk, dated 20 July 2021: '*Huge thanks as always – and for staying up so late to complete your note. I wish I had your stamina!*'
- Devilling for a Silk (draft list of issues, draft opening and draft closing submissions) in an international commercial arbitration under the CIArb Arbitration Rules (Bermuda) 2019, claiming damages of over US \$17 million for breach of contract. Emails from Silk, dated 10 November, 22, 21 and 19 September 2020: '*You're a star ... Very helpful ... You never cease to impress me! ... Great stuff. You have the magic touch. Huge thanks, as always ... Big thanks for all your help. Hugely needed. Dominic is a veritable forensic star. ... You will see the extent to which I adopted your very fine work.*'

Commercial

Dominic's commercial practice includes all contractual



claims.

He accepts devilling instructions from Silks and senior juniors on larger and more complex cases, including offshore arbitrations. Dominic also regularly defends a well-known, multinational bank in claims made under the Consumer Credit Act procedure.

He has a particular interest in advising on commercial use of novel technologies, including small, unmanned aircraft, on which he wrote a leading article: **Drones, Airprox, and the Regulatory Environment: Cause for Concern?**

Dominic is a member of the [Commercial Bar Association](#).

Recent instructions

- *M v J* – successfully cross-examined the director of the defendant company, and made submissions, so that the claim for professional fees was allowed with £4,000 interest. Email from professional client, dated 12 April 2022: *'As an FYI, [the witness for the claimant company] was really complimentary about your skeleton argument. He referred to the skeleton as "excellent".'*
- *Office of the Traffic Commissioner v R* – successfully represented the company and director of the company, so that the indication was given that the Traffic Commissioner was unlikely to call either to public inquiry (March 2022).
- *M v J* – successfully resisted applications to adjourn for further directions, strike out and / or summary judgment (March 2022).
- *Office of the Traffic Commissioner v L* – successfully made submissions, so that there was no further regulatory action (except undertakings) after a public inquiry to consider the good repute of the licence holder and director to hold the licence (February 2022).
- *H v B* – represented a bank in a claim made under the Consumer Credit Act procedure (January 2022).
- *F v Y & Anor* – successfully made submissions so that the application to set aside was dismissed, the defendants paid the claimant's costs of £2,000, and a final charging order was made including the further costs and interest thereof. Email from professional client, dated 13 December 2021: *'Received your voicemail – thank you and that's a great outcome – reflected in the excellent costs order.'*
- *Office of the Traffic Commissioner v T* – successfully submitted that there should be no further regulatory action after a public inquiry to consider the good repute of the licence holder and transport managers to hold the licence. Email from professional client, dated 15 December 2021: *'Great*



result’.

- *Office of the Traffic Commissioner v S* – successfully submitted that there should be no further regulatory action after a public inquiry to consider the fitness of the company and its director to hold the licence. Email from professional client, dated 9 December 2021: *‘It is a pleasure working with you and the Lamb Chambers team’.*
- *M v J* – preparation for a final hearing (which was adjourned) claiming over £10,000 in respect of outstanding professional fees, about £4,000 interest, and over £4,500 costs. Email from professional client, dated 7 December 2021: *‘Thank you so much for today. When we receive the new trial date, will it be possible for you to attend (subject to your availability).’*
- *T v B* – represented a bank in a claim made under the Consumer Credit Act procedure (September 2021).
- *L v V* – skeleton argument on behalf of a bank in a claim made under the Consumer Credit Act procedure. Email from professional client, dated 1 September 2021: *‘Thanks Dominic – that’s great – we’re very grateful for your assistance and work’.*
- Drafted Tomlin order on behalf of a property developer, who sold a property well in excess of £1 million, before the purchaser issued a claim for breach of contract, including allegations that construction work caused the death of 12 beech and sycamore trees (August 2021).
- *C v B* – successfully represented a bank in a claim for ‘up to £25,000’ made under the Consumer Credit Act procedure, so that it was dismissed. After cross-examination, the judge found that: *“This statement is hopeless. The witness evidence is lamentable. ... I cannot place any reliance on it.”* Email from professional client, dated 25 August 2021: *‘I am grateful to you for all your hard work in achieving this great result! I will be writing to the client to pass on the good news.’*
- Devilling for a Silk on procedure and prospects of successfully appealing an arbitration in a Caribbean country where the costs on each side were in the region of \$10 US million. Email from Silk, dated 20 July 2021: *‘Huge thanks as always – and for staying up so late to complete your note. I wish I had your stamina!’*
- *P v B* – represented a bank in a claim made under the Consumer Credit Act procedure (July 2021).
- *M v B* – represented a bank in a claim made under the Consumer Credit Act procedure. Email from professional client, dated 14 July 2021: *‘Thank you for attending the hearing and for providing this detailed attendance note, which is very helpful!’*



- *B v B* – represented a bank in a claim made under the Consumer Credit Act procedure. Email from professional client, dated 2 July 2021: *'Pleasure to speak with you earlier and thanks again.'*
- *B v B* – represented a bank in a claim made under the Consumer Credit Act procedure (June 2021).
- *P v B* – represented a bank in a claim made under the Consumer Credit Act procedure. Email from professional client, dated 28 June 2021: *'Many thanks for your assistance on this matter ... I shall pass your feedback onto the team at [professional client's firm] and look forward to working with you again in the future.'*
- *H v B* – represented a bank in a claim made under the Consumer Credit Act procedure (June 2021).
- *B v C* – successfully submitted that default judgment should be set aside, and that there should be no order as to costs. Email from professional client, dated 8 June 2021: *'Thanks Dominic!'*
- *S v G & Anor* – successfully resisted an appeal (against summary judgment in respect of the first appellant, default judgment in respect of the second appellant, and judgment against both appellants for more than £105,000, about £7,000 interest, and costs of £17,000) with costs awarded on the indemnity basis (May 2021).
- *P v R* – successfully applied for summary judgment for about £15,500, about £2,000 interest, and £3,500 costs. Email from professional client, dated 11 March 2021: *'I just wanted to say thank you for all your hard work yesterday.'*
- Devilling (opinion) in a potential claim of more than one-third of a million pounds, where the issues included illegality, force majeure and frustration during the COVID-19 pandemic (December 2020).
- Devilling for a Silk (draft list of issues, draft opening and draft closing submissions) in an international commercial arbitration under the CI Arb Arbitration Rules (Bermuda) 2019, claiming damages of over US \$17 million for breach of contract. Emails from Silk, dated 10 November, 22, 21 and 19 September 2020: *'You're a star ... Very helpful ... You never cease to impress me! ... Great stuff. You have the magic touch. Huge thanks, as always ... Big thanks for all your help. Hugely needed. Dominic is a veritable forensic star. ... You will see the extent to which I adopted your very fine work.'*
- *R & Anor v E* – claim form and particulars of claim following a wedding that did not take place due to restrictions during the COVID-19 pandemic, claiming repayment of sums paid pursuant to contract because consideration had wholly failed, alternatively damages, further or alternatively the sums paid pursuant to the contract before the



contract was discharged because performance was frustrated, further or alternatively payment of the sums paid under the contract as money had and received. Email from professional client, dated 10 September 2020: *'Many thanks for this. It reads very well.'*

- *P & Anor v P* – claim form and particulars of claim following a wedding that did not take place due to the COVID-19 lockdown, claiming repayment of sums paid pursuant to the contract because consideration had wholly failed, alternatively damages, further or alternatively the sums paid pursuant to the contract before the contract was discharged because performance became illegal, further or alternatively payment of the sums paid under the contract as money had and received (August 2020).
- Advice in conference following a wedding that did not take place due to the COVID-19 lockdown following the Health Protection (Coronavirus Restrictions) (England) Regulations 2020/350, where the issues included force majeure, frustration, supervening illegality and consumer protection under the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, and the Unfair Trading Regulations 2008. Email from professional client, dated 15 July 2020: *'Thank you ever so much. It was super helpful and I look forward to working with you again in the near future.'*
- *Office of the Traffic Commissioner v G* – successfully represented a sole trader at one of the first in-person public inquiries after the COVID-19 lockdown, so that, although an operator licence was revoked and a disqualification as transport manager was ordered, there was no disqualification as an operator: *"Normally I would make an equally lengthy disqualification order against an operator with [G's] record. But I acknowledge that he has made genuine and strenuous efforts to improve compliance since October 2019 (even if there remains some way to go). Exceptionally, I have decided not to make a disqualification order in his case."*
- *S v G & Anor* – successfully applied for judgment against both defendants for a six-figure sum (with interest at three percent); applied for costs in the sum of £17,000; resisted the defendants' application for an adjournment; resisted the first defendant's application to file and serve an amended defence; resisted the second defendant's application for relief from sanctions and permission to extend the time to file and serve a defence and counterclaim; applied for summary judgment against the first defendant



on the basis that there was no real prospect of successfully defending the claim and no other compelling reason why the case should be disposed of at trial; and requested that default judgment to be entered against the second defendant on the ground that a defence had not been filed and the relevant time limit for doing so had expired. Message from lay client, received by professional client, dated 11 June 2020: *'I am 100% fully satisfied.'*

- *K v M* – devilling for a Silk, namely researching and drafting the skeleton argument and bundle of authorities in applications before the High Court for general civil restraint orders, and non-party costs orders to be awarded on the indemnity basis (April 2020).
- Advice, letters before claim, and particulars of claim for breach of contract or alternatively money had and received in the sum of £100,000 plus interest (February 2020).
- *U v E* – successfully made an oral application on the day of trial for summary judgment in the sum of about £10,000 (January 2020).
- *Office of the Traffic Commissioner v P* – successfully represented a company in a public inquiry, considering whether the operator was of good repute and had appropriate financial standing; successfully invited the commissioner to hear from the director of that company, who was not able to verify his identity in accordance with the letter calling that company to public inquiry; successfully made an oral application for a period of grace before a standard national goods vehicle licence for five vehicles and seven trailers was revoked, despite failure to produce original or certified copies of evidence demonstrating financial standing; and successfully avoided regulatory action despite the commissioner finding “a problem with the maintenance documents” (November 2019).
- *H v O-B* – successfully applied for relief from sanctions, and that the claim be reinstated, despite findings of a serious and significant breach of a court order, for which there was no good reason, and that the application was not made promptly (November 2019).
- *S v F & Anor* – successfully made an oral application for judgment against both defendants for around £40,000, and costs of about £11,000 in a directions hearing (September 2019).
- *Office of the Traffic Commissioner v D & Anor* – successfully represented two companies in a public inquiry considering the fitness of those companies and their directors to hold an operator licence, and then successfully applied for a restricted goods operator’s licence to authorise the use of three



vehicles. Email from professional client, dated 5 September 2019: *'Thank you for your attendance note which I found very comprehensive ... I will have another case for you shortly and will advise accordingly.'*

- Advice on prospects of defending a claim in the region of £40,000, and counterclaiming in the region of £70,000, upon alleged breach of vacant possession by the seller of a six-bedroom property (June 2019).
- *A v S & Two Ors* – devilling for a Silk, drafting a skeleton argument for use in proceedings in the Chancery Division of the High Court (March 2019).
- *I v A* – successfully made an oral application and was granted relief from sanctions on day one of a multi-track trial in relation to service of the defence, hearsay notice, and witness statement, which were served the day before trial; successfully made submissions so that only about one-twelfth of the five-figure amount claimed was in fact awarded (plus VAT); and successfully submitted that the winning party's costs should be substantially reduced, so that they were capped to half (March 2019).
- Advised on alleged breaches of data protection legislation by a high street bank, and damages that could be expected from a court award (August 2018).
- Advised film production company on whether an Independent Film & Television Alliance arbitration clause was valid in a claim for around £25,000 (May 2018).

Property

Dominic's commercial and residential property practice includes possession, disrepair and dilapidations, breach of covenant / forfeiture, and management and service disputes. He regularly represents private landlords, housing associations, and local authorities.

Dominic wrote a leading article in the New Law Journal on the repeal of "no-fault" evictions: '[Section 21 Sent Packing](#)'. He also assisted Simon Brilliant to update 'Trespass to Land' in volume 40(1) of [Atkin's Court Forms](#) (Practice and Forms).

Dominic is an Associate Member of the [Property Bar Association](#).

Recent instructions

- *S & Anor v K & Three Ors* – successfully made submissions, so that the claim was allowed with about £350 interest, the counterclaim was dismissed, and the defendants were ordered to pay about £10,000 to the claimants in costs. Email from



professional client, dated 13 April 2022: *'Thanks for your call Dominic. I am still in shock. I blame brilliant advocacy.'* Email from lay client, dated 14 April 2022: *'I just wanted to let you know how grateful my wife and I [are] for Dominic handling our case against our previous tenants (...). Dominic has been an inspiration whilst the case seemed to take different turns and his measured /persisten[t] performance in Court certainly assisted the very positive result today. He is a real asset that you should look after. Please pass on our gratitude and thanks.'*

- *P v K & Anor* – successfully made submissions, so that possession and costs were awarded under the accelerated procedure for possession. Email from professional client, dated 8 March 2022: *'I am pleased to note that possession was obtained and the client is very happy with the outcome of the hearing. Thank you for your assistance.'*
- *R v W* – successfully made submissions, so that a conditional possession order, money judgment for about £6,100, and costs were awarded. Email from professional client, dated 3 March 2022: *'Just gone through your emails, thank you so much for your sterling work yesterday and the very thorough attendance notes.'*
- *R v G & Two Ors* – successfully made submissions, so that possession, a money judgment, use and occupation charges and costs were awarded (2 March 2022).
- *R v O* – successfully made submissions, so that an unless order was made, directing that unless a defence was received within about three weeks the defendant would be debarred from defending the claim, and costs in the case were granted (2 March 2022).
- *R v N* – successfully made submissions, so that possession and costs of about £600 was awarded (2 March 2022).
- *S v Persons Unknown* – successfully applied for a possession order against “persons unknown” (February 2022).
- *M v B* – successfully made submissions, so that an injunction, penal notice and over £2,500 costs were awarded (February 2022).
- *T & Anor v M* – successfully applied for possession, a money judgment for £10,000, use and occupation charges, costs, and permission to use the tenancy deposit in part-payment. Email from professional client, dated 9 February 2022: *'Many thanks for your comprehensive report and obtaining the order on the terms requested.'*
- *N v K & Anor* – successfully applied for an injunction and costs as claimed (February 2022).
- *P v H* – successfully applied for a warrant of



restitution (in aid of a warrant of possession) and costs of the application. Email from professional client, dated 3 February 2022: *'Many thanks once again Dominic for your assistance and detailed note. It is greatly appreciated. We are pleased with the outcome. Thank you also for the authority provided. I'll definitely be in touch.'*

- *N v G* – successfully applied for possession, a money judgment for about £3,300, loss of use and occupation charges, and costs of over £1,000. Email from professional client, dated 2 February 2022: *'Fab result'*
- *S & Anor v K & Three Ors* – successfully applied for judgment on the counterclaim to be set aside, and permission to rely on the Reply to the Defence and Defence to the Counterclaim and an expert report. Email from professional client, dated 31 January 2022: *'Thank you both for your excellent result and such a comprehensive attendance note. Mr [S] is very grateful and sends his thanks.'*
- Advice in conference on an application to set aside default judgment in absence of a defence to the counterclaim, and an application to rely on expert evidence (January 2022).
- *C v K* – successfully made submissions, so that possession, a money judgment for about £5,500, interest, use and occupation charges, over £1,500 in costs and permission to use the tenancy deposit in part-payment were awarded. Email from professional client, dated 21 January 2022: *'Many thanks for your attendance and comprehensive attendance note.'*
- *C v C* – successfully made submissions, so that possession, a money judgment for about £23,000, use and occupation charges, costs of £1,200 and permission to transfer to the High Court for enforcement were granted (January 2022).
- *M v V* – successfully made submissions, so that an unless order was made directing that, unless a fully particularised defence was filed and served within 21 days, the defendant would be debarred from defending the claim for possession, and a money judgment and use and occupation charges would be awarded. Email from professional client, dated 13 January 2022: *'Thanks Dominic. My colleague and I are dealing with another possession hearing and undoubtedly will request your services in due course!'*
- *P v S* – successfully applied for possession forthwith, judgment for over £1,200, use and occupation charges, and costs on the basis that fixed costs did not apply. Email from professional client, dated 11 November 2021: *'Many thanks for your assistance on this and the attendance note. We are pleased with*



the outcome.'

- *N v M* – successfully made submissions, so that permission was given to file and serve amended statements of case (with the correct tenancy agreement attached), and there was no order as to costs (November 2021).
- *A v W* – successfully applied for: possession; judgment for about £34,000; interest of over £650; use and occupation charges; use of the deposit of about £2,500 in part-payment; and costs as claimed of over £1,500. Email from professional client, dated 2 November 2021: *Thank you for stepping in for this matter. A good result.'*
- *W v T* – successfully applied for possession and costs under the accelerated procedure for possession (November 2021).
- Advice in conference on filing a Reply to the Defence and prospects following an application for a new commercial tenancy. Email from professional client, dated 3 November 2021: *Thank you for the comprehensive note.'*
- *N v A* – successfully applied for an injunction with a penal notice and costs as claimed. Email from professional client, dated 4 November 2021: *Thank you. Much appreciated.'*
- *N v J* – successfully applied for an injunction with a penal notice and costs as claimed (November 2021).
- *F & Anor v H* – successfully applied for an outright order for possession, arrears of over £30,000, about £500 interest, and costs of about £2,000 (August 2021).
- Claim form and particulars of claim for a new commercial tenancy (August 2021).
- Advice in conference on behalf of the owner of commercial property, where possible causes of action against the manager of the property included breach of contract and unjust enrichment (August 2021).
- *B v G & Two Ors* – successfully applied for an outright order for possession forthwith, arrears of about £4,000, and costs reserved against the first defendant (July 2021).
- *B v F & Two Ors* – successfully submitted that more than £10,750 should be awarded against the first defendant, about £13,000 against the second defendant, and that the latter pay the claimant's costs (July 2021).
- Advice in a potential claim of more than £75,000, where the issues include assignment, ownership of goods left behind, voluntary and involuntary bailees, and abandonment, and possible causes of action include conversion of goods, trespass to goods, negligence as far as it results in damage to goods or loss to or of an interest in goods, and unjust



enrichment (July 2021).

- *A v M* – represented a bank seeking possession and a money judgment of more than £135,000 pursuant to alleged mortgage arrears (June 2018).
- *C v Q* – successfully resisted an oral application for relief from sanctions, so that the defendant was debarred from defending the claim or bringing a counterclaim, submitted that the sum claimed with more than £620 interest should be awarded, and that the claimant had a contractual right to costs, so that costs of more than £4,300 was awarded (June 2021).
- *C v A* – successfully applied for outright possession forthwith, arrears of over £12,000, £150 interest, and costs of over £1,500.
- *N v R* – successfully applied for an injunction to inspect, service and carry out remedial works on the landlord's property, remaining in force for about a year with an attached penal notice, and costs as claimed (October 2020).
- Advised leaseholders renting out a property to tenants on: prospects of successfully defending a claim for service charges, internal and external building costs; whether the incoming leaseholder is responsible for the unrecovered service charge of the outgoing leaseholder; how to challenge the service charge on the basis of reasonableness; and whether the landlord has a contractual right to costs on the indemnity basis (September 2020).
- Advised commercial tenant on prospects of successfully applying for relief from forfeiture, the impact of new legal protections for business tenants in the Coronavirus Act 2020, and the form and substance of a 'Reactivation Notice' requesting a hearing (September 2020).
- *M & Anor v L* – successfully applied for an acquisition order, enabling the claimant leaseholders to acquire the freehold title, on grounds including that their landlord could not be found, plus full costs of about £6,000 (following a successful application for relief from sanctions after the claim was struck out). Letter from professional client, dated 6 July 2020: *'I refer to the successful Order obtained by Counsel in respect of the above hearing and am most grateful to Counsel for the work undertaken by him ... which clearly contributed to the successful outcome. I have heard from both clients and they are very pleased with the outcome.'*
- *L v K* – successfully applied for an injunction to inspect, service and carry out remedial works on the landlord's property, remaining in force for 18 months with an attached penal notice, and costs of about £1,700 (April 2020).
- *C v M* – successfully applied for possession on two



discretionary grounds, judgment for arrears of about £6,000, daily occupation charges up to the date of possession, use of the tenancy deposit in part-payment, and full costs of about £1,000 (March 2020).

- *K v K* – successfully applied for possession on mandatory grounds, judgment for arrears of about £7,000, interest, daily occupation charges up to the date of possession, use of the tenancy deposit in part-payment, and permission to appeal on the issue of costs for two reasons, namely that there is a contractual right to costs in law pursuant to two judgments of the Court of Appeal, and that there was a contractual right to costs on the facts pursuant to the Assured Shorthold Tenancy Agreement (March 2020).
- *H v H* – successfully applied for possession and costs of over £1,000. Email from professional client, dated 22 January 2020: *'The client will be very happy.'*
- *H v S & Three Ors* – successfully applied to dispense with service of a section 8 notice, and successfully secured an order for possession on the basis that there was a breach of the tenancy agreement, namely subletting via Airbnb, Expedia and booking.com, and successfully applied for costs of about £2,500 (December 2019).
- Advice following grant of an overriding lease on how to regain possession, claim rent in the sum of over £30,000, and costs paid to the landlord under the terms of an authorised guarantee agreement (November 2019).
- *S v A & Anor* – successfully settled an appeal on the day of the appeal hearing, so that the defendants agreed to give the claimant possession forthwith (November 2019).
- *G & Anor v F & Anor* – successfully applied for possession, and both defendants to pay costs of about £5,000 pursuant to a contractual agreement (November 2019).
- *H & Anor v F* – successfully applied for possession, a contractual rate of interest on outstanding rent arrears, and full costs on the basis of a contractual agreement (October 2019).
- *W v R* – successfully applied to strike out the defence and counterclaim, alleging disability discrimination, sex discrimination, harassment, breach of the right to quiet enjoyment, injury to feelings, psychological damage, aggravated health, and seeking awards for aggravated damages, exemplary damages, and restitutionary damages. The judge concluded in these terms: *"Mr Bright's skeleton argument runs to over 13 pages, I read this earlier today. ... For reasons which have been set out in Mr Bright's skeleton argument, I have concluded*



that there is no merit in the defence and no merit in the counterclaim."The claimant was awarded possession, and all of his costs in the sum of about £4,300. Email from lay client, dated 18 September 2019: *'Dominic Bright, performed a comprehensive and sterling defence at both Hearings and the, Judge, also commented how impressed he was with him.'*

- *A v K & Anor* – successfully applied to set aside judgment in a commercial property case, and invited the court to include a recital in the order in the following terms: 'UPON noting that the application was necessary due to an administrative error of the court AND UPON noting that the defendants may write to the court, requesting the costs of the application' (September 2019).
- *O v T* – successfully applied for possession on a discretionary ground (August 2019).
- *P v A & Anor* – successfully applied for possession and costs, pursuant to a contractual agreement, of about £1,300. Email from professional client, dated 21 August 2019: *'Thank you for your call and the update. I am pleased with the outcome. Thank you once again for your assistance in this matter.'*
- Advice following a tenant complaining of water damage, allegedly caused by a damaged pipe on her neighbour's property. Email from professional client, dated 15 August 2019: *'Thank you for your e-mail of 11th August, attaching your comprehensive Opinion on merits in respect of the above matter. I am most grateful to you for the detailed nature of your Opinion and your very helpful advice, which will be of great assistance to my clients.'*
- Advice, letters before claim, and particulars of claim for breach of contract or alternatively money had and received in the sum of £100,000 plus interest (February 2020).
- *U v E* – successfully made an oral application on the day of trial for summary judgment in the sum of about £10,000. (January 2020).
- *H v O-B* – successfully applied for relief from sanctions, and that the claim be reinstated, despite findings of a serious and significant breach of a court order, for which there was no good reason, and that the application was not made promptly (November 2019).
- *S v F & Anor* – successfully made an oral application for judgment against both defendants for around £40,000, and costs of about £11,000 in a directions hearing (September 2019).
- *E v M* – successfully facilitated settlement for a five-figure sum, following nine-and-a-half-hour mediation, after proceedings were issued, alleging personal injury and disrepair to property (April 2019).



- Advice in a commercial property dispute, following alleged breach of contract for services to become the operator of a petrol filling station (February 2019).
- *P v I* – successfully applied for the defendant's costs on the indemnity basis, after relief from forfeiture was granted to the claimant (January 2019).
- *G v M* – successfully secured permission to apply for relief from forfeiture out of time, file an amended defence, bring a counterclaim out of time, and order that the claimant disclose bank statements (January 2019).
- *T v I* – successfully applied for an injunction following an allegation of nuisance (December 2018).
- *M & Anor v L* – successfully applied for relief from sanctions, and an acquisition order. Email from professional client, dated 21 December 2019: *'I was very impressed with Mr Dominic Bright of Counsel who represented my clients. He had clearly prepared the matter very well and he secured a successful Order on their behalf, which was very much appreciated by not only myself but also my 3 clients who were in attendance at Court for the hearing.'*
- *G v L* – successfully resisted an application to suspend a warrant (November 2018).

Technology

Dominic has a particular interest in advising, representing and supporting individuals, governmental and non-governmental organisations on national, regional and international norms regulating emerging, existing and evolving technologies. This includes small, unmanned aircraft on which he wrote a leading article: ['Drones, Airprox and the Regulatory Environment: Cause for Concern?'](#)

He is the editor of [Jus Cogens](#), the online journal providing news, expert analysis and compelling opinion with an eye to the emergence, regulation and enforcement of hard and soft norms surrounding novel technologies. Dominic was a legal intern in national implementation measures at the [Verification Research, Training and Information Centre](#), providing cost-free assistance to interested states for adherence to and legislative implementation of international instruments, including those focusing on chemical, biological, nuclear and radiological weapons and the security of related materials. He was also commissioned by [Stephen Tromans QC](#) – a leading practitioner in oil and gas exploration, nuclear and renewable energy – to assist with updating the seminal practitioner text: [Nuclear Law \(2010\)](#).

Dominic was awarded Distinction for the module 'Law



and the Technologies of the Twenty-First Century' as part of a Master of Laws (LL.M) at King's College London. He was taught by [Professor Roger Brownsword](#): author of [Law, Technology and Society: Re-imagining the Regulatory Environment \(2019\)](#); founding general editor of the journal [Law, Innovation and Technology](#); and on the editorial board of [Modern Law Review](#), [International Journal of Law and Information Technology](#), and [Journal of Law and the Biosciences](#).

Construction

Dominic's recent construction-related articles include:

- ['Technology and Construction Court: Global Hub of Legal Expertise?'](#)
- ['Brexit, the Draft Withdrawal Agreement, and the Construction Industry: Three Areas for Concern'](#)

Dominic is a member of the [Technology and Construction Bar Association](#).

Professional Negligence

Outside medical contexts, contract provides the basis for most professional relationships. Dominic's understanding of contractual principles informs his advice. After rigorous contractual analysis, it is often possible to determine the scope of services that were agreed, express and implied duties.

Recent instructions

- *C v O & Anor* – claim form and particulars of claim for breach of contract and / or damages for negligence arising out of the service carried out by the first defendant (January 2022).
- Advised landlord in conference following an agent's alleged failure to manage a property, resulting in loss claimed of about £40,000. Email from professional client, dated 1 October 2021: *'Thank you for this [conference note] and for the detail that you went in[to] during the conference. It was excellent ... I will be in touch with further instructions on this matter and other matters.'*

Personal Injury

Dominic's personal injury practice is founded upon repeat instructions by professional clients acting for defendant insurers. He has successfully submitted that a claimant is fundamentally dishonest. In some cases, although there may not be a claim for pain, suffering and loss of amenity, there is a significant claim for credit hire.

In August 2021, Dominic's client was granted permission to bring a second appeal in the Court of Appeal: "The



defendant's grounds of appeal raise an important point which it seems has not been considered by this court ... have a real prospect of success [and] the issue of principle, and the consequences for practice ... are of general importance."

He co-authored a **comprehensive case summary on the leading authority analysing Qualified One-way Costs Shifting**.

Recent instructions

- *C v P* – successfully made submissions, so that his client's Part 36 offer was beaten, and indemnity costs and five percent interest on costs and damages were awarded. Email from professional client, dated 19 April 2022: *'Many thanks for your assistance – Great result!'*
- *L v I* – successfully made submissions, so that the claimant's application was dismissed for an unless order that, unless a CPR-compliant list of documents was served, the defendant would be debarred from relying on any documents (in a claim for pre-accident value, storage and recovery and about £63,000 in hire charges), and £1,500 costs was awarded to the defendant. Email from professional client, dated 29 March 2022: *'Thank you very much for the detailed note and for the excellent result yesterday.'*
- *B & Anor v B* – successfully represented the defendant by settling on the day for about £1,200 less than what could reasonably be expected if the case was decided after a hearing (March 2022).
- *B v B* – successfully made submissions, so that the intervention letter was found to be received, Copley-compliant, and less than one-third of the amount that was claimed for hire, nothing for the second head of loss and costs that were proportionate to the judgment sum were awarded (as opposed to the amount that was claimed) (March 2022).
- *B v P* – successfully submitted that the absence of an updated counter-schedule of loss should not result in the court considering that the relevant special damages were admitted (February 2022).
- *P v S* – successfully made submissions, so that less than one-fifth of the amount that was claimed for credit hire was awarded (March 2022).
- *C v A* – successfully made submissions, so that less than two-fifths of the amount that was claimed for credit hire, and only half of the legal costs that were claimed were awarded. Email from professional client, dated 3 March 2022: *'Cracking result on this one much appreciated as ever.'*
- *S v M* – successfully made submissions, so that the court declined to reallocate the claim, despite it



being allocated to a track other than the “normal” track (February 2022).

- *H v C* – successfully made submissions, so that an unless order was made, that unless the claimant’s evidence was served within ten days the claim would be struck out, and the defendant’s costs were awarded. Email from professional client, dated 21 February 2022: *‘Thank you for your comprehensive note. I can see that the client was very well served and I am grateful to you for that.’*
- *D v P* – successfully made submissions, so that less than one-third of the amount that was claimed for credit hire was awarded (February 2022).
- *O v I* – successfully made submissions, so that no weight was placed on witness statement on behalf of a witness who did not attend and the claim was dismissed (January 2022).
- *F v A* – successfully made submissions, so that although liability and quantum were admitted, no order was made as to costs (January 2022).
- *C v J* – successfully made submissions, so that although the matter was adjourned, the defendant’s costs were paid by the claimant (12 January 2022).
- *G v H* – successfully made submissions, so that the intervention letter was found to be Copley-compliant, less than one-quarter of the sum that was claimed for credit hire was awarded, and no order as to costs was granted (January 2022).
- *D v G* – successfully resisted the claimant’s application for relief from sanctions, and made submissions so that less than two-fifths of the amount that was claimed for credit hire was awarded (January 2022).
- *D v A* – successfully made submissions, so that an intervention letter was found to be Copley-compliant and less than one-fourth of the amount that was claimed for credit hire was awarded. Email from professional client, dated 5 January 2022: *‘Thank you very much for the detailed attendance note. I look forward to working with you in the future.’*
- *K v P* – successfully submitted that no weight should be placed on two witness statements because no reasons were given for the non-attendance of the witnesses who wrote them and the defendant wished to cross-examine them (January 2022).
- *B v A* – successfully resisted the claimant’s video and text message going into evidence, and invited the court to dismiss the case, with the judgment noting that: *“In his submissions, Mr Bright helpfully reminded me of the settled route to judgments such as this with the four-stage process”*. Email from professional client, dated 17 December 2021: *‘Thank you again for your work on this. You were definitely*



the right person for the job and got a stellar result. It is very much appreciated by all! Have a great Christmas and I look forward to working with you soon!' Email from lay client, dated 16 December 2021: *'Mr Bright was the best person to fight this case. He was extremely professional and he showed the Court, the oppositon [sic] and to ourselves the preparation and detail he put into this case. His questions, his manner, just everything about him was brilliant and we very much appreciate Mr Bright getting us this outcome. Mr Bright, you should be very proud of the Barrister you are. You have proved you are a dedicated, hard working man and have made this family extremely happy and finally stress free.'*

- *S v M* – successfully negotiated settlement including costs (December 2021).
- *B v F* – successfully made submissions so that about one-fifth of the amount that was claimed for credit hire was awarded, and no order as to the claimant's costs was made. Email from professional client, dated 15 December 2021: *'Thanks for this Dominic, great result'*.
- *Y v D* – successfully made submissions so that less than half of the amount that was claimed for credit hire was awarded, the issue fee was reduced by more than 30 percent, and pre-allocation costs that the defendant had agreed to pay in principle were in fact reduced to about half of the sum that was claimed. Email from professional client, dated 10 December 2021: *'Thank you so much for your work on this case and for sending your attendance note so promptly. ... it's a substantial saving on what was claimed [in respect of pre-allocation costs] and saves the time and costs of another hearing! Thanks again for doing an excellent job on this, always impressed with the time and detail you put into work on cases.'*
- *G v A* – successfully submitted that the case should be adjourned, so that it is decided by a judge who did not have the benefit of evidence in the claimant's bundle for which she was denied permission to rely upon, and that the claimant pay the defendant's associated costs and expenses of over £500 (December 2021).
- *B v A* – successfully resisted the claimant's application to adjourn, so as to get more evidence in response the defendant's submission that the claimant's case was insufficiently evidenced, and submitted that the claim for about £5,500 in respect of credit hire charges be dismissed. Email from professional client, dated 1 December 2021: *'What a cracker of a result!! Really happy with the saving on hire and further resisting on the hearing fee and witness expenses expanding the saving out even*



further! As always thank you so much for the detailed attendance note, super helpful 😊

- *S v F* – instructed in a credit hire test case by a Team Manager in an international firm on behalf of a well-known, mainstream insurer (November 2021).
- *H v D* – successfully made submissions so that less than one-quarter of the amount that was claimed for credit hire was awarded. Email from professional client, dated 16 November 2021: *'Thank you Dominic!'*
- *B v M* – successfully made submissions so that about 40 percent of the amount that was claimed for credit hire was awarded (November 2021).
- *N v V* – successfully submitted that the claimant should pay the defendant's costs of an adjournment, on the basis that her witness statement did not comply a court order and the civil procedure rules (November 2021).
- *H v B* – successfully: resisted the claimant's application for permission to amend his pleadings; submitted that the weekly pro rata rate should be awarded in respect of credit hire, so that less than half of the amount that was claimed was awarded; resisted the claimant's application for about £4,100 costs on the basis that the defendant had behaved unreasonably ('We will not dicuss [sic] this further with you.');
- *R v M* – successfully made submissions so that less than one-fifth of the amount that was claimed for credit hire was awarded, and the claimant's costs were reduced by more than one-fifth (November 2021).
- *A v R* – successfully made submissions so that: the weekly pro rata rate, and less than one-quarter of the amount that was claimed for credit hire, was awarded; and the amount that was claimed for repairs was reduced by more than one-fifth (November 2021).
- *G v W* – successfully made submissions so that about one-fifth of the sum that was claimed for credit hire was awarded (November 2021).
- *B v I* – conference with respondent counsel ahead of second appeal (October 2021).
- *C v B* – successfully made submissions, so that about one-third of the amount that was claimed for credit hire was awarded (October 2021).
- *S v D* – successfully made submissions, so that the claim for credit hire was reduced by about 70 percent, and another head of loss was dismissed (October 2021).
- *G v A* – successfully made submissions, so that less than one-fifth of the amount that was claimed for



credit hire was awarded, two heads of loss were dismissed, and costs were reduced by about 40 percent (4 October 2021).

- *E v H* – successfully made submissions, so that the low hurdle of proving need to hire was not proven, and the claim for credit hire was dismissed. WhatsApp from professional client, dated 4 October 2021: *'Great results today by the way really appreciate your help'*.
- *M v H* – successfully made submissions, so that the claimant was debarred from asserting impecuniosity, the claim for an additional driver was dismissed, and less than 40 percent of the amount that was claimed for credit hire was awarded (September 2021).
- *H v D* – successfully made submissions, so that 'I also used my vehicle and the hire vehicle for social and domestic purposes; such as taking my child to school on the days of the week that my wife uses the car to go to work' was found to be a bare assertion; no exception in *Hussain* (profit-earning chattels) applied; the claim for credit hire was dismissed; and costs awarded were proportionate to the judgment sum (as opposed to the amount claimed) (September 2021).
- *B v S* – successfully made submissions, so that the claimant's application for relief from sanctions was dismissed, the claim was struck out as an abuse of process, and the claimant was ordered to pay the defendant's costs on the basis that she behaved unreasonably. Email from professional client, dated 7 September 2021: *'Thank you for your attendance yesterday & your detailed outcome note. Great result!'*
- *I v B* – successfully made submissions, so that the period of hire was reduced by two-thirds, less than one-quarter of the amount that was claimed for credit hire was awarded, and repairs were reduced by about one-third (September 2021).
- *B v B* – successfully made submissions during a preliminary hearing, so that the claimant was debarred from asserting impecuniosity, and one of the two heads of loss was dismissed (September 2021).
- *S v P* – successfully cross-examined, and made submissions, so that the claimant was found to be fundamentally dishonest (September 2021).
- *D v W* – successfully made submissions, so that the claim for credit hire was reduced by about 60 percent (September 2021).
- *R v W* – successfully made submissions, so that the claimant was debarred from asserting impecuniosity, and the claim for credit hire was reduced by about one-third. Email from professional



client, dated 31 August 2021: *'Thank you for your attendance and detailed report, great result!'*

- *L v A* – successfully made submissions, so that the claim for recovery was dismissed, an additional driver was not allowed, and less than one-fifth of the amount that was claimed for credit hire was awarded. Email from professional client, dated 18 Aug 2021: *'What a way to end a Wednesday! Amazing result, absolutely chuffed with that saving! 😊'*
- *F v A* – successfully made submissions, so that: the claimant could only rely on dash cam footage if the unedited footage was served on the defendant; the defendant was granted permission to rely on a further witness statement dealing with the same; and the claimant was ordered to pay the defendant's costs on the basis that she had behaved unreasonably (August 2021).
- *R v A* – successfully made submissions, so that: the claimant was debarred from asserting impecuniosity; 'I used my own vehicle for private hire and for personal use' was found to be a bare assertion, so that no exception in *Hussain* (profit-earning chattels) applied; the claim for over £6,000 in credit hire charges was dismissed; and the claimant was ordered to pay the defendant's costs on the basis that he behaved unreasonably. Email from professional client, dated 10 August 2021: *'Thank you so much Dominic 😊'*
- *L v A* – successfully made submissions during a preliminary hearing, so that the claimant was debarred from asserting impecuniosity, and one of the two heads of loss was dismissed (August 2021).
- *P v S-C* – successfully made submissions, so that about a third of the amount that was claimed for credit hire was awarded (August 2021).
- *L v R* – successfully cross-examined, so that a head of loss was dismissed (August 2021).
- *S v B* – successfully made submissions, so that the claimant's application for relief from sanctions was dismissed, the claimant was found to have been pecunious, period was reduced by about 45 percent, and the pro rat weekly rate was awarded (July 2021).
- *J v A* – successfully made submissions, so that the claim for credit hire was dismissed, about four-fifths of the sum claimed for repairs, about half of the sum claimed for storage, and about 40 percent of the costs claimed were awarded. Email from professional client, dated 21 July 2021: *'Overall a great result.'*
- *D v N* – successfully submitted that the claim should be dismissed on the basis that liability was not proved. Emails from professional clients: team manager for credit hire department, dated 19 July



2021, *'Bril, thank you for your help on this'*; and team manager for credit hire and vehicle damage department, dated 20 July 2021, *'Excellent outcome Dominic, thank you for your attendance and getting a great result.'*

- *C v E* – successfully made submissions, so that less than one-third of the sum that was claimed for credit hire was awarded. Email from professional client (partner), dated 15 July 2021: *'Thanks Dominic cracking result and thanks for efforts on duration point.'*
- *M v T* – successfully made submissions, so that findings were made that an intervention letter was served, *Copley*-compliant, and that about one-quarter of the sum that was claimed for credit hire was awarded. Email from professional client, dated 13 July 2021: *'Thank you Dominic – great result!!'*
- *F v G* – successfully settled on the defendant's best possible case. Email from professional client, dated 5 July 2021: *'Thanks for attending today great result!'*
- *B v W* – successfully made submissions, so that about 40 percent less than the amount claimed for credit hire was awarded. Email from professional client, dated 1 July 2021: *'Many thanks for the very detailed note below (very helpful as always) and your assistance with this case :)'*
- *N v N* – successfully made submissions, so that less than one-quarter of the sum that was claimed for credit hire was awarded, on the basis that an intervention letter was served and *Copley*-compliant, the claimant had behaved unreasonably, and the defendant was ordered to pay less than one-tenth of the costs that were claimed. Email from professional client, dated 5 July 2021: *'Thanks Dominic – great result!'*
- *C v S* – successfully made submissions, so that less than one-third of the sum that was claimed for credit hire, and less than half of the costs claimed was awarded (July 2021).
- *M v E* – successfully submitted that liability was not established (June 2021).
- *D v A* – successfully made submissions, so that less than half of the sum that was claimed for credit hire was awarded (June 2021).
- *C v A* – successfully made submissions, so that a finding was made that an intervention letter was served, *Copley*-compliant, and less than 23 times the sum that was claimed for credit hire was awarded (June 2021).
- *M v S* – successfully submitted that the claim for credit hire was not proved, and the claimant had behaved unreasonably, so that costs of more than £750 was awarded to the defendant. Email from professional client, dated 17 June 2021: *'What a*



fantastic outcome ... Many thanks for the great result yesterday.'

- *N v G* – successfully cross-examined on impecuniosity, so that the claimant admitted that statements for two bank accounts had not been provided, and she was found to be pecunious; and successfully made submissions, so that less than one-third of the sum that was claimed for credit hire, and less than half of the costs that were claimed, was awarded (June 2021).
- *M v A* – successfully cross-examined on impecuniosity, so that the claimant admitted that statements for two bank accounts had not been provided, and he was found to be pecunious (June 2021).
- *A v C* – successfully submitted that the claim should be struck out, the claimant had behaved unreasonably, and that the defendant's costs should be awarded (June 2021).
- *W v C* – successfully made submissions, so that less than one-third of the sum that was claimed for credit hire was awarded. Email from professional client, dated 24 May 2021: *'thank you for such an excellent result and saving for our client!'*
- *R v A* – successfully made submissions, so that the intervention rate was applied, and about one-tenth of the sum on the credit hire invoice was awarded (May 2021).
- *M v E* – successfully resisted the claimant's application for relief from sanctions, so that the claimant was debarred from asserting impecuniosity, and submitted that, as the matter had to be adjourned, the claimant should pay the defendant counsel's costs (May 2021).
- *C v A* – successfully agreed about a 60 percent reduction in the sum that was claimed for credit hire, and submitted that the issue fee should be reduced by about one-third (May 2021).
- *T v L* – successfully submitted that the claim should be dismissed as the claimant had not established liability, despite the technological issues with the defendant giving evidence via CVP, as he was in between dental surgery appointments in Romania and participating via a mobile telephone (April 2021).
- *Q v S* – successfully made submissions, so that the claimant was found to be pecunious, period was reduced, and less than half of the sum that was claimed for credit hire was awarded (April 2021).
- *B v K* – successfully cross-examined, so that the claimant was debarred from asserting impecuniosity, and made submissions, so that less than one-half of the sum that was claimed for credit



- hire, and only about 60 percent of the costs that were claimed, was awarded (April 2021).
- *S v Y* – successfully made submissions, so that less than one-tenth of the sum that was claimed for credit hire, and about 60 percent of the costs that were claimed, was awarded. Email from professional client, dated 9 April 2021: *Thanks Dominic, fantastic result as ever. Hope you have a good weekend.*
 - *K v S* – successfully submitted that it was disproportionate to strike out the counterclaim, despite breach of three clear orders, made on separate occasions, directing the same additional evidence to be filed and served (April 2021).
 - *A v A* – successfully resisted the claimant's application for relief from sanctions, so that she was debarred from relying on impecuniosity, and made submissions, so that less than half of the sum that was claimed for credit hire was awarded (April 2021).
 - *B v A* – successfully made submissions, so that less than one-third of the sum that was claimed for credit hire, and about half of the costs that were claimed, was awarded. Email from professional client, dated 26 March 2021: *Thanks so much for your work on this case – as always you've done an amazing job and got some excellent savings! Particularly impressed to see the savings you've managed to secure on costs. Great result to end the week – do you mind if I post this success on LinkedIn and tag you in the post? 😊 Have a lovely weekend.*
 - *K v A & Anor* – successfully submitted that the claim should be dismissed because the claimant had not established liability (March 2021).
 - *C v D* – successfully made submissions, so that less than one-third of the sum that was claimed for credit hire, and only about three-quarters of the costs that were claimed, was awarded (March 2021).
 - *F v A* – successfully resisted the claimant's application to adjourn, submitted that the claim for about £5,000 for credit hire be dismissed, and that the claimant should pay defendant counsel's costs of attending. Email from professional client (partner and head of vehicle hire and damage at a leading international law firm), dated 19 March 2021: *Brilliant result – thanks Dominic.*
 - *B v M* – successfully resisted the claimant's application for relief from sanctions, and made submissions, so that less than one-third of the sum that was claimed for credit hire was awarded (March 2021).
 - *G v A* – successfully resisted the claimant's applications to file witness evidence out of time, and for relief from sanctions in respect of a debarring order (March 2021).



- *C v W* – successfully resisted the claimant's application for relief from sanctions, and made submissions, so that about one-ninth of the sum that was claimed for credit hire, and only half of the claimant's legal representative's costs, was awarded. Email from professional client, dated 17 March 2021: *'Brilliant outcome 😊 Very happy.'*
- *M v A* – successfully submitted that the claimant had not overcome the low threshold of proving need for social and domestic use – the car was used 'for all general, social and domestic reasons including attending GP, hospital and dentist appointments when necessary, grocery shopping and socialising with friends and family' – and that the correct measure of loss for a profit-earning taxi was loss of profits, so that only about one-nineteenth of the sum that was claimed for a replacement car, and only half of the costs that were claimed, was awarded. Email from professional client, dated 16 March 2021: *'Thank you Dominic, really good result J.'*
- *C v A* – successfully submitted that the claimant was debarred from asserting impecuniosity, need for an additional driver was not evidenced, and made submissions, so that less than half of the sum that was claimed for credit hire was awarded. Email from professional client, dated 15 March 2021: *'Happy with the outcome J we made a good saving on hire.'*
- *A v B* – successfully made submissions, so that about half of the sum that was claimed for credit hire was awarded (March 2021).
- *A v B* – successfully submitted that, as there was no evidence of need for an additional driver in the claimant's statement, that issue should be excluded, and made submissions, so that about one-third of the sum that was claimed for credit hire, and only about two-thirds of the costs that were claimed, was awarded (Feb 2021).
- *M v C* – successfully submitted that the claimant should pay the defendant's costs of adjourning (Feb 2021).
- *B v D* – successfully submitted that the claim for over £7,600 should be dismissed, on the basis that the low hurdle of proving need was not met by merely including the words 'social, domestic and pleasure purposes' in a witness statement (Feb 2021).
- *D v A* – successfully submitted that the claimant was debarred from asserting impecuniosity, resisted the claimant's application for relief, and made submissions, so that less than one-quarter of the sum that was claimed for credit hire was awarded (Feb 2021).
- *B v P* – successfully resisted the claimant's application for relief from sanctions, and made



- submissions, so that about one-third of the sum that was claimed for credit hire was awarded, and the claim for recovery was dismissed (Feb 2021).
- *H v A* – successfully made submissions, so that less than half of the sum that was claimed for credit hire was awarded, and no order as to costs was made. Email from professional client (partner), dated 8 February 2021: *'Many thanks for your voicemail and detailed note, I have just had time to digest it and fantastic result especially on costs considering this was a fast track and normally C sols would recover so much more. ... I am sending onto [X] as they take a real interest in the impecuniosity issue raised but then not succeeded on as [Y] say most of their clients are impecunious!'*
 - *F v G* – successfully made submissions, so that the intervention rate, about one-fifth of the sum that was claimed for credit hire, and less than half of the costs that were claimed, was awarded. Email from professional client, dated 3 February 2021: *'Great result as always 😊'*
 - *L v B* – drafted grounds of appeal to the Court of Appeal for permission to bring a second appeal, on the basis that it raises an important point of principle or practice (January 2021).
 - *S v W* – successfully made submissions, so that the claimant's application for relief from sanctions was dismissed, less than half of the sum that was claimed for credit hire was awarded, and the legal representative's costs and the hearing fee were not awarded (January 2021).
 - *A v A* – successfully made submissions, so that less than half of the sum that was claimed for credit hire was awarded, and there was no order as to costs (January 2021).
 - *M v H* – successfully made submissions, so that the claim was struck out, and about £2,500 in costs was awarded to the defendant on the basis that the claimant behaved unreasonably. Email from professional client, dated 21 January 2021: *'Thank you for the below and your detailed attendance note. Cracking result!! I look forward to working with you again in the very near future. :).'*
 - *C v S* – successfully made submissions, so that the intervention rate, and about one-sixth of the sum that was claimed for credit hire, was awarded, and no order was made as to costs (January 2021).
 - *H v S* – successfully submitted that the claims for credit hire, recovery and storage should be dismissed on the basis of enforceability. Email from professional client, dated 11 January 2021: *'A good result on this I think – thank you!'*
 - *O v V* – successfully submitted that there was no collision between the claimant and the defendant's



cars, so that the claim was dismissed. Email from professional client, dated 11 January 2021: *'Thanks again on this one 😊'*

- *F v A* – successfully submitted that some evidential weight should be given to hearsay evidence of a witness who was known to the defendant, so that the claim was dismissed (January 2021).
- *B v P* – successfully submitted that the claimant's application, alleging that the defendant insurer withheld evidence and misrepresented facts, as well as the claim, should be dismissed, and that the claimant should pay the defendant's costs on the basis that the claimant behaved unreasonably (December 2020).
- *T v S* – successfully made submissions, so that about one-quarter of the sum that was claimed for credit hire was awarded, and the hearing fee was not awarded, on the basis that it was unnecessary in light of the defendant's offer (December 2020).
- *A v A & Three Ors* – successfully submitted that the claim should be struck out, and costs of more than £2,700 should be awarded to the second defendant, on the basis that the claimant behaved unreasonably (December 2020).
- *M v D & Anor* – successfully submitted that the claimant failed to overcome the low hurdle of proving need for a replacement van, so that the claim was dismissed (December 2020).
- *H v W* – successfully resisted an application for relief from sanctions, and made submissions, so that about one-third of the sum that was claimed for credit hire was awarded (December 2020).
- *P v A* – successfully made submissions, so that about one-third of the sum that was claimed for credit hire was awarded, and the legal representative's costs were not awarded. Email from professional client, dated 11 December 2020: *'Many thanks for the below, smashing result!! – and thank you for your assistance with this case. I look forward to working with you again very shortly! :)'*
- *W v U* – successfully made submissions, so that relief from sanctions was granted, the claim was reinstated, and there was no order as to costs (December 2020).
- *R v C* – successfully made submissions, so that less than half of the sum that was claimed for credit hire was awarded, and the hearing fee was not awarded. Email from professional client, dated 4 December 2020: *'Fantastic result on this one especially with them losing out on the hearing fee.'*
- *A v W* – successfully submitted that failure to provide an engineers' report, and evidence in support of the pleaded plea of impecuniosity, should be marked by awarding fixed costs and



disbursements proportionate to the judgment sum, as opposed to the amount that was claimed (November 2020).

- *A v E* – successfully made submissions, so that the claimant’s application for relief from sanctions was dismissed, and less than one-third of the sum that was claimed for credit hire was awarded (November 2020).
- *O v W* – successfully submitted that the claimant should be awarded about half of the issue fee, despite the defendant driver being held liable for causing a road traffic collision. Email from professional client, dated 16 November 2020: *‘Thank you for noticing the position re the Claimant’s costs as well – a small win!’*
- *S v J* – successfully made an oral application to rely on evidence that only came to the judge’s attention on the morning of the hearing, so that less than half of the sum that was claimed for credit hire was awarded, and a recital was included in the final order that ‘an engineers’ fee is not a head of loss’ (November 2020).
- *F v A* – successfully made submissions, so that less than half of the sum that was claimed for credit hire was awarded, and the hearing fee was not awarded (November 2020).
- *C v H* – successfully submitted that the claim for credit hire for over £23,000 should be dismissed, on the basis that a claim should instead have been brought for loss of profit, and that the claimant should pay the defendant’s costs of about £3,500 (October 2020).
- *T v W* – successfully made submissions, so that about one-quarter of the sum that was claimed for credit hire was awarded (October 2020).
- *C v A* – successfully submitted that: the claimant was able to travel to work over a seven-day period by walking half an hour from home to the tube using public transport, and walking half an hour from the tube back home, therefore the claimant had not overcome the low hurdle of proving need for a hire car in *Giles v Thompson*; the defendant should not have to pay the legal representative’s costs or the hearing fee; and a recital should be included in the order that ‘the engineers’ fee is not a recoverable head of loss or disbursement on the small claims track’. Email from professional client, dated 7 October 2020: *‘Thank you ever so much for this – what a fantastic result! ... I will be sure to share the recital in the order with the credit hire team, so that hopefully this benefits them.’*
- *B v G* – successfully made an oral application to rely on the key evidence in the counterclaim, which was filed and served the day before the final hearing,



despite a finding that there was a serious and significant breach of a court order, for which there was no good reason. Email from professional client, dated 29 September 2020: *'Many thanks for the below and your assistance with the above matter. I look forward to working with you again!'*

- *M v C* – successfully resisted the claimant's application for relief from sanctions, and made submissions, so that judgment was awarded on the counterclaim in the sum that was claimed with interest (September 2020).
- *J v S* – successfully made submissions, so that about one-quarter of the sum that was claimed for credit hire, and about four-fifths of the sum that was claimed for repairs, was awarded, and the claimant's costs were reduced by about one-fifth on the basis that impecuniosity was pleaded but dropped at the final hearing (September 2020).
- *U v H* – successfully resisted the defendant's application for relief from sanctions and invited judgment to be awarded for the full sum claimed with interest (September 2020).
- *S v D* – successfully made submissions, so that about a third of the sum that was claimed for credit hire, and less than half of the costs that were claimed, was awarded (September 2020).
- *D v E* – successfully submitted that the claim for credit hire should be dismissed because the credit hire agreement was unenforceable (September 2020).
- *S v E* – successfully resisted two videos being admitted into evidence, which the claimant alleged were contemporaneous, supportive of the claim, and undermined the defence (September 2020).
- *S v L* – skeleton argument resisting a first appeal against the judgment of the lower court, in which a claim for credit hire in the sum of about £12,000 was dismissed (August 2020).
- *A v M* – successfully applied to strike out the claimant's claim for PSLA, vehicle damage and credit hire in the sum of about £15,000, and that the claimant pay the defendant's costs of £4,500, on the basis that the protection afforded by QOCS was disapplied because the conduct of the claimant was likely to obstruct the just disposal of proceedings (August 2020).
- *B & Anor v A* – successfully applied to strike out the claimants' claims of £16,000 (to which the defendant admitted liability), and that the claimants pay the defendant's full costs of about £5,200, on the basis that the protection afforded by QOCS was disapplied because the conduct of the claimants was likely to obstruct the just disposal of proceedings (August 2020).



- *W v H* – successfully resisted the claimant's application for relief from sanctions, so that the claimant was debarred from asserting impecuniosity, and made submissions, so that about one-quarter of the sum that was claimed for credit hire was awarded (August 2020).
- *M v A* – successfully submitted that the claim for credit hire should be dismissed, on the basis that it should instead have been brought for loss of profit. Email from professional client, dated 21 August 2020: *'What an excellent win Dominic. Thank you so much for your hard work.'*
- *W v H* – successfully applied for an order for pre-action disclosure, on the basis that the applicant and respondent are likely to be parties to proceedings, standard disclosure extended to the documents sought and disclosure was desirable, and that costs of £1,700 be paid to the applicant (August 2020).
- *G v A* – successfully submitted that the claimant had not proved that she was impecunious, so that the basic hire rate was awarded (August 2020).
- *N v T* – successfully submitted that the claim for credit hire should be dismissed, on the basis that the agreement was unenforceable, and the claimant had behaved unreasonably, so that the defendant was awarded costs (July 2020).
- *B v A* – successfully submitted that impecuniosity was not proven, so that about one-third of the amount that was claimed for credit hire was awarded (July 2020).
- *F v P* – successfully applied to set aside an order granting relief from sanctions, so that the claim remained struck out, and that the claimant pay the defendant's costs of about £1,800 (July 2020).
- *V v T* – successfully submitted that an intervention letter was served, *Copley*-compliant, and it was reasonable to accept the offer, so that about one-fifth of the amount that was claimed for credit hire was awarded. Email from professional client, dated 13 July 2020: *'Great result!'*
- *H v R* – in the words of the judgment: *"During careful cross-examination by defence counsel, the claimant was taken to various inconsistencies in her evidence, accepting ultimately... that certainly the documents exhibited were not the full account of her financial position."* There was no finding of impecuniosity, the basic hire rate was awarded amounting to about one-third of the amount that was claimed for credit hire, and the other two heads of special damage were dismissed (July 2020).
- *L v V* – successfully represented the defendant, so that, despite the court awarding judgment for the full amount, the claimant was nevertheless found to have behaved unreasonably and ordered to pay the



defendant's costs of about £800. Email from professional client, dated 7 July 2020: *'I have read through your report and all I can say is wow. Just wow.'*

- *W v B* – successfully made submissions, so that about one-third of the sum that was claimed for credit hire was awarded (June 2020).
- *L v H* – successfully made submissions, so that about one-quarter of the sum that was claimed for credit hire was awarded, and the hearing fee was not awarded, on the basis that there was no evidence of impecuniosity, and the claimant failed to beat an offer that was made before the hearing fee was due (June 2020).
- *L v A* – successfully made submissions, so that about one-fifth of the sum that was claimed for credit hire was awarded (June 2020).
- *R-B v N* – successfully submitted that the claim should be dismissed because liability had not been established (June 2020).
- Advice on causation, quantum, responding to a Part 36 offer, and making a Part 36 offer following the proposed claimant's alleged fall in a fruit and vegetable shop (June 2019).
- *A v A* – successfully resisted the claimant's application for relief from sanctions, permission to rely on evidence that was filed and served before the final hearing was relisted, and applied for the claimant to pay the defendant's costs, on the basis that the claimant had behaved unreasonably. Email from professional client, dated 29 May 2020: *'Thank you, great result as always!'*
- *H v T* – successfully made submissions, so that about a quarter of the amount that was claimed for credit hire was awarded, and nothing was awarded for three of the other heads of loss (May 2020).
- *J & Anor v A* – successfully applied for the defendant's costs following the claimant's application to adjourn (May 2020).
- *C v H* – successfully applied to exclude the claimant's statement that was filed and served three days after the date for exchange, and for the claim to be struck out because the claimant had no evidence. Email from professional client, dated 15 May 2020: *'Great results.'*
- *A v C* – successfully applied for the stage 3 hearing to determine quantum for credit hire, recovery and storage, loss of earnings, and general damages for pain, suffering and loss of amenity to be vacated, and that the Part 8 claim be transferred to Part 7 (May 2020).
- *S v S* – started to cross-examine the claimant on discrepancies in the evidence before he left the hearing, and successfully submitted that the claim



should be dismissed as the burden of proof had not been discharged, and that the claimant had behaved unreasonably by leaving the hearing, so that the court awarded costs to the defendant (April 2020).

- *S v Z* – successfully submitted that, although the claimant had substantially succeeded, no costs should be awarded to mark that the claimant had behaved unreasonably for three reasons, first the failure to file and serve key documents, secondly the erroneous allegation that the defendant had not served any evidence, thirdly the failure to inform the defendant or the court that the claimant's statement was materially incorrect before it was adopted (without amendment) as her evidence in chief (April 2020).
- *C v A* – successfully submitted that there was no evidence that the claimant needed to hire a vehicle, and although the matter was adjourned to allow further evidence, it was on the condition that the claimant pay the defendant's costs to be assessed if not agreed (April 2020).
- *W v C* – successfully made submissions, so that less than half of the amount that was claimed for credit hire was awarded (March 2020).
- *V v R* – successfully applied for relief from sanctions about a month before trial, after admission of serious and significant breaches of court directions without good reason, in relation to disclosure and service of witness statements; successfully made an oral application for permission to rely on documents evidencing the claim for special damages that had only been filed and served three days previously; and successfully resisted the defendant's application for costs (about £8,000) that exceeded fixed recoverable costs (£300) (March 2020).
- Advice on quantum following a road traffic collision, in which a minor suffered physical injuries, including to his lower back, right hip and right leg, and psychological injuries, including initial acute stress symptoms, and contribution towards Autism Spectrum Disorder symptoms, namely separation anxiety and enuresis (March 2020).
- *A v S* – successfully submitted that the court should dismiss the claim, and that the claimant behaved unreasonably, so that the claimant should pay the defendant's costs (March 2020).
- *M v C* – successfully made submissions, so that about one-fifth of the amount that was claimed for credit hire was awarded (March 2020).
- *K v E* – successfully made submissions, so that less than half of the amount that was claimed for credit hire was awarded (February 2020).
- *S v N* – successfully made submissions, so that



- about one-fifth of the sum that was claimed for credit hire was awarded (February 2020).
- *W v B* – successfully submitted that the claim for diminution in value, policy excess and interest should be dismissed, and that the counterclaim for the defendant's policy excess, the defendant insurer's outlay and interest, should be allowed (February 2020).
 - *B v A* – successfully submitted that the claims for credit hire, engineers' fee and interest should be dismissed, and that the hearing fee should not be awarded, on the basis that the claim for repairs was admitted in the defence (February 2020).
 - *C v L* – successfully applied to add a second defendant and Part 20 claimant (February 2020).
 - *T v C* – successfully represented the defendant, so that the claim for credit hire was dismissed. Email from lay client, dated 13 February 2020: *'Great result!'*
 - *W v C* – successfully made an oral application to strike out the claim as an abuse of process, and for a finding that the claimant behaved unreasonably, so that the claimant was ordered to pay costs of £1,000 to the defendant (February 2020).
 - *L v P* – successfully made submissions, so that the hearing fee was not awarded, despite judgment for about £6,000 (February 2020).
 - Advice on prospects of success ahead of a multi-track trial following a claim for general damages for personal injury and special damages for medical expenses, the pre-accident value of a vehicle, credit hire charges of about £30,000, storage and recovery charges, and loss of use of a vehicle, where there was an allegation of fundamental dishonesty, application to strike out and disapply QOCS on the basis that the claimant's conduct was likely to obstruct the just disposal of proceedings (February 2020).
 - *G v T* – successfully invited the court to dismiss the claim, on the basis of the evidence elicited in cross-examination that the offside of the claimant's vehicle collided with the front nearside of the defendant's vehicle on a roundabout (January 2020).
 - *P v M* – successfully applied to strike out the only head of loss in dispute, and for the defendant's costs on the basis that the claimant behaved unreasonably (January 2020).
 - *E v A* – successfully resisted an application to add another defendant, invited the court to strike out the claim, and applied for the defendant's costs on the basis that the claimant behaved unreasonably (January 2020).
 - *C v W* – successfully submitted that the claim for credit hire should be dismissed as need was not made out (January 2020).



- *P v T* – successfully made submissions, so that one-eighth of the amount that was claimed for credit hire was awarded, and fixed costs were reduced so that they were proportionate to the judgment sum (as opposed to the amount claimed). Email from professional client, dated 22 January 2020: *'Another brilliant result, thank you!'*
- *G v A* – successfully cross-examined the claimant, eliciting evidence of other accidents around the time of the index accident, so that the court could not be sure that the index accident caused the damage alleged in the particulars of claim, and applied for costs on the basis that the claimant behaved unreasonably (January 2020).
- *O (A Minor) & Anor v H & Anor* – successfully applied for costs on behalf of the *defendant* after an infant settlement approval hearing (January 2020).
- *P v S* – successfully applied for professional client to come off the record for the claimant on the day of the trial, where the defendant indicated that he would apply to strike out the claim, disapply QOCS and seek costs of about £6,000 (December 2019).
- *B v P* – successfully made submissions, so that about one-ninth of the sum that was claimed for credit hire was awarded, and the costs that were claimed were reduced. Email from professional client, dated 15 November 2019: *'Many thanks Dominic really appreciate all your efforts on this one and fantastic result!'*
- *B v L* – successfully made an oral application at a directions hearing to strike out, £4,000 costs be awarded to the defendant, and QOCS be disappplied, on the basis that the claimant disclosed no reasonable grounds for bringing the claim, and his conduct was likely to obstruct the just disposal of proceedings (October 2019).
- *K v B & Anor* – successfully applied to strike out the claimant's claim for about £12,000 in respect of credit hire, on the basis that there was a legitimate concern with the claimant's level of English, and, in absence of a translated witness statement, the court could not place any weight on it (October 2019).
- *Y & Anor v E* – successfully applied for permission to rely on expert evidence in a low-value claim, despite a failure to apply to amend / vary directions for trial (that did not grant permission to rely on an expert) and a finding that the application was not prompt (October 2019).
- *B v M* – successfully settled on the defendant's terms for about one-third of the amount that was claimed (October 2019).
- *H v A* – successfully submitted that an intervention letter was *Copley*-compliant, and served on the claimant's solicitors, who were acting as agents for



their client, and so, due to the agent's failure to pass this letter on to the claimant, about one-eighth of the amount that was claimed for credit hire was awarded (October 2019).

- *S v I* – successfully settled on the defendant's terms (September 2019).
- *M v G* – successfully represented a taxi driver in an alleged "low velocity impact", who was awarded: about £2,300 general damages for pain, suffering and loss of amenity; about £6,700 special damages for credit hire, vehicle repairs, physiotherapy and miscellaneous expenses; and about £9,000 for costs, disbursements and witness expenses (September 2019).
- *P v E* – successfully resisted an application to adjourn a trial, during which, the court opinion on the claimant's submissions that: "I have never heard such rubbish in my life ... That is total nonsense" (August 2019).
- *S v R* – successfully resisted admission of a handwritten, contemporaneous note, allegedly admitting liability, on the basis that it was not on the defendant's list of documents (August 2019).
- *P v W* – successfully cross-examined, so that the judge did not need to hear closing submissions from the defendant before dismissing the claim, and allowing the counterclaim (August 2019).
- *B v H* – successfully secured the full amount that was claimed for credit hire, on the basis that the claimant was impecunious, despite the judge finding that, as no wage slips and only incomplete bank statements were provided, the claimant had committed a serious and significant breach of a court order, for which there was no good reason (August 2019).
- *B v L* – successfully made an oral application to strike out the case as an abuse of process, and submitted that the claimant behaved unreasonably, so that the court awarded costs to the defendant in the sum of £2,500. Email from professional client, dated 14 August 2019: *'What a brilliant result! I have a happy client.'*
- *S v A* – successfully cross-examined the claimant in a fast track trial, in which the judge found that the claimant answered questions "in an unnecessarily argumentative way", after which his claim was dismissed (July 2019).
- *S v E* – successfully secured a court award of damages that was not greater than the defendant's final offer in a stage 3 hearing, and nothing was awarded for six sessions of cognitive behavioural therapy, which were recommended by a consultant psychologist, so that the claimant was ordered to pay the defendant's costs (July 2019).
- *V v A* – adjourned when the defendant's witnesses



did not attend, and, on behalf of the defendant, successfully secured a finding of unreasonable behaviour, so that the claimant was ordered to pay the defendant's costs of resisting the claimant's (successful) application for relief from sanctions (July 2019).

- *H v A* – successfully cross-examined, so that, in the words of the judge, the claimant accepted that his pleaded case was “completely incorrect”, and his claim was dismissed (July 2019).
- *G v U* – successfully challenged the claimant's witness statements (on the basis that neither complied with court directions, including stating the names of the parties, case number, and the address of the witness), and successfully submitted that there was no evidence of loss in respect of damages for a fleet vehicle, so that, although the cost of repairs was allowed, the claimant was limited to half of his fixed costs (July 2019).
- *K v H* – successfully challenged the claimant's written evidence, which attempted to rebut the defendant's basic hire rates evidence, on the basis that that witness was employed by a subsidiary of a relevant company, and so that witness was not independent (July 2019).
- Advice on the defendant's strike out application, the claimant's relief from sanctions application, quantum (headaches for two years, neck injury for two years, jaw injury for six months, chest injury for six weeks, driving anxiety for six years and four months, and post-traumatic stress disorder for an indeterminate period), and making a Part 36 offer to settle (July 2019).
- *K v R* – successfully secured a court award of damages that was not greater than the defendant's final offer in a stage 3 hearing, so that the claimant was ordered to pay the defendant's costs, plus interest (July 2019).
- *M v H* – successfully rebutted a plea of impecuniosity, by eliciting in cross-examination that statements for a relevant bank account had not been disclosed, and rebutted fast track costs, despite particulars of claim for more than £10,000, so that the 'normal track' was the fast track (June 2019).
- *Y v N* – successfully applied for permission to resile from a pre-issue admission of liability, after judgment had been entered, the judgment sum paid, and the key evidence had not been filed with the court or served on the other party (June 2019).
- Advised a medium-sized business on liability, contributory negligence, quantum, mediation, and offers to settle, following alleged facial injuries (March 2019).
- *N v W* – successfully applied for specific disclosure



and costs. Email from professional client, dated 5 February 2019: *'Thank you for providing your very detailed attendance note. We are pleased with the fantastic outcome and the way in which you conducted the hearing on our behalf. I will certainly recommend you to my colleagues for similar instructions in the future.'*

- *D v K* – successfully submitted that the claim should be dismissed, on the basis that need for a hire vehicle was not established. Email from professional client, dated 18 February 2019: *'Many thanks Dominic for you [sic] attendance, detailed note of the outcoming [sic] of the hearing and result the client will be extremely pleased with the result.'*
- *K v E* – successfully applied to strike out the claimant's evidence, as the claimant could not understand questions in cross-examination, his directions questionnaire did not confirm that an interpreter was required, and his statement of case and witness statement did not conform to the CPR, so that, upon a further application, costs were awarded to the defendant following a finding that the claimant had behaved unreasonably (April 2019).
- *A v G & Anor* – email from professional client, dated 23 November 2018: *'Thank you for your very detailed attendance note and assistance yesterday. I really appreciate your thoroughness in preparation and attempts to salvage the case when it became apparent that our client was not going to turn up at Court. Although I always worry whether parties will turn up on the day, we could not anticipate that our client would not actually attend and, ultimately, her non-attendance cost us the case, despite your best efforts.'*

Mediation

Dominic is a registered [Civil and Commercial Mediator](#) with the [Civil Mediation Council](#), and offers online and telephone mediation services at www.ResolvedOnline.com. He also acts as Counsel in mediations. Dominic attended the [Civil Mediation Council Annual Conference 2021](#).

What is mediation?

Mediation is a confidential process. Participants have control. Whether or not to mediate? The procedure of the mediation? Whether or not there is a result? If so, what are the terms of that result?

A mediator is neutral and has no interest in the result. A result cannot be imposed by a mediator. Participants can exchange offers, confident in the knowledge that this will have no bearing on how a judge would decide the



dispute, if it was later referred to court.

Participants can safely attempt to settle without compromising their positions. If the participants agree on a result, reduce it to writing and sign it, it is binding like any other contract. If court proceedings have started, the participants may invite the court to make an order by agreement that reflects the result.

For more information, see the following pages on the website of the Civil Mediation Council:

- [‘About Mediation’](#)
- [‘Features of Mediation’](#)
- [‘How to Choose a Mediator’](#)

Recent instructions as Counsel

- *E v M* – successfully facilitated settlement for a five-figure sum, following nine-and-a-half-hour mediation, after proceedings were issued, alleging personal injury and disrepair to property (April 2019).
- *A v A* – successfully facilitated settlement for a five-figure sum, after a ten-hour mediation on behalf of the claimant, who was alleging disrepair to property (April 2018).

European Code of Conduct for Mediators

The European Code of Conduct for Mediators (“the code of conduct”) sets out a number of principles to which Dominic has voluntarily decided to commit himself, under his own responsibility. It is applicable in all kinds of mediation in civil and commercial matters.

For the purposes of the code of conduct, mediation means any structured process, however named or referred to, whereby two or more parties to a dispute attempt by themselves, on a voluntary basis, to reach an agreement on the settlement of their dispute with the assistance of a third person – hereinafter “the mediator”.

Adherence to the code of conduct is without prejudice to national legislation, or rules regulating individual professions.

1. COMPETENCE, APPOINTMENT AND FEES OF MEDIATORS AND PROMOTION OF THEIR SERVICES

1.1. Competence

Mediators must be competent and knowledgeable in the process of mediation. Relevant factors include proper training and continuous updating of their education and practice in mediation skills, having regard to any relevant standards or accreditation schemes.



1.2. Appointment

Mediators must confer with the parties regarding suitable dates on which the mediation may take place. Mediators must verify that they have the appropriate background and competence to conduct mediation in a given case before accepting the appointment. Upon request, they must disclose information concerning their background and experience to the parties.

1.3. Fees

Where not already provided, mediators must always supply the parties with complete information as to the mode of remuneration which they intend to apply. They must not agree to act in a mediation before the principles of their remuneration have been accepted by all parties concerned.

1.4. Promotion of mediators' services

Mediators may promote their practice provided that they do so in a professional, truthful and dignified way.

2. INDEPENDENCE AND IMPARTIALITY

2.1. Independence

If there are any circumstances that may, or may be seen to, affect a mediator's independence or give rise to a conflict of interests, the mediator must disclose those circumstances to the parties before acting or continuing to act.

Such circumstances include:

- any personal or business relationship with one or more of the parties;
- any financial or other interest, direct or indirect, in the outcome of the mediation;
- the mediator, or a member of his firm, having acted in any capacity other than mediator for one or more of the parties.

In such cases the mediator may only agree to act or continue to act if he is certain of being able to carry out the mediation in full independence in order to ensure complete impartiality and the parties explicitly consent.

The duty to disclose is a continuing obligation throughout the process of mediation.

2.2. Impartiality

Mediators must at all times act, and endeavour to be seen to act, with impartiality towards the parties and be committed to serve all parties equally with respect to the process of mediation.



3. THE MEDIATION AGREEMENT, PROCESS AND SETTLEMENT

3.1. Procedure

The mediator must ensure that the parties to the mediation understand the characteristics of the mediation process and the role of the mediator and the parties in it.

The mediator must in particular ensure that prior to commencement of the mediation the parties have understood and expressly agreed the terms and conditions of the mediation agreement including any applicable provisions relating to obligations of confidentiality on the mediator and on the parties.

The mediation agreement may, upon request of the parties, be drawn up in writing.

The mediator must conduct the proceedings in an appropriate manner, taking into account the circumstances of the case, including possible imbalances of power and any wishes the parties may express, the rule of law and the need for a prompt settlement of the dispute. The parties may agree with the mediator on the manner in which the mediation is to be conducted, by reference to a set of rules or otherwise.

The mediator may hear the parties separately, if he deems it useful.

3.2. Fairness of the process

The mediator must ensure that all parties have adequate opportunities to be involved in the process.

The mediator must inform the parties, and may terminate the mediation, if:

- a settlement is being reached that for the mediator appears unenforceable or illegal, having regard to the circumstances of the case and the competence of the mediator for making such an assessment, or
- the mediator considers that continuing the mediation is unlikely to result in a settlement.

3.3. The end of the process

The mediator must take all appropriate measures to ensure that any agreement is reached by all parties through knowing and informed consent, and that all parties understand the terms of the agreement.

The parties may withdraw from the mediation at any time without giving any justification.

The mediator must, upon request of the parties and within the limits of his competence, inform the parties as



to how they may formalise the agreement and the possibilities for making the agreement enforceable.

4. CONFIDENTIALITY

The mediator must keep confidential all information arising out of or in connection with the mediation, including the fact that the mediation is to take place or has taken place, unless compelled by law or grounds of public policy to disclose it. Any information disclosed in confidence to mediators by one of the parties must not be disclosed to the other parties without permission, unless compelled by law.

Complaints procedure

All complaints will be acknowledged in writing within five working days of receipt.

All complaints will be investigated and responded to within 21 working days of receipt.

On occasions, further time may be required, in which case the complainant will be notified in writing.

If the response is not accepted, the complainant can appeal to the Civil Mediation Council on certain grounds.

