Case No: SC-2021-APP-000734

IN THE HIGH COURT OF JUSTICE
SENIOR COURTS COSTS OFFICE

Thomas More Building
Royal Courts of Justice
London, WC2A 2LL

Date: 18/06/2021

Before :

COSTS JUDGE ROWLEY

- -

Between :

Wayne Raubenheimer	**Claimant**
- and -	
Slater & Gordon UK Limited	**Defendant**

- -
- -

Robin Dunne (instructed by **Clear Legal Ltd t/a checkmylegalfees.com**) for the **Claimant**
Robert Marven QC (instructed by **Slater & Gordon UK Ltd**) for the **Defendant**

Hearing date: **7 May 2021**

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Approved Judgment

I direct that pursuant to CPR PD 39A para 6.1 no official shorthand note shall be taken of this Judgment and that copies of this version as handed down may be treated as authentic.

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COSTS JUDGE ROWLEY

Costs Judge Rowley:

1. According to CPR rule 18.1, the court may at any time order a party to clarify a matter which is in dispute in the proceedings or to give additional information in relation to any such matter, whether or not the matter is contained or referred to in a statement of case.

2. By a request served under Part 18 on 26 August 2020, the claimant in this case sought the following information from the defendant:

> **1.The ATE insurance policy**
>
> The Claimant was not supplied with a copy of the ATE insurance policy and was not informed of the identity of the ATE insurer. Please state the name of the ATE insurer and provide the policy documents.
>
> **2.Intermediaries**
>
> In addition to yourself, please provide details of all other insurance intermediaries involved in the provision of the ATE insurance to the Claimant.
>
> **3. You: Commission / remuneration**
>
> **(a) Direct Payments to you**
>
> Was any direct payment (whether by way of commission, discount, rebate, referral marketing fee, or otherwise) received by you from the ATE insurer or insurance intermediary (or any associate of theirs)?
>
> If so, please specify – by whom payment was made, to whom payment was made, the amount of such payment, the date of such payment.
>
> **(b) Indirect Payments to you**
>
> Was any indirect payment (whether by way of commission, discount, rebate, referral marketing fee, or otherwise) received by you from the ATE insurer or insurance intermediary (or any associate of theirs)?
>
> If so, please specify – by whom payment was made, to whom payment was made, the amount of such payment, the date of such payment.

3. The defendant has not provided a response to that request and consequently the claimant issued an application dated 28 October 2020 for an order compelling the defendant to

provide the information sought. The draft order included with the application notice required the defendant to provide within 14 days both an answer to the request and to:

> "Provide evidence of actual payment and receipt of the amounts set out in their Cash Account dated 19 August 2020 described as "ATE premium" and "ATE overpayment refunded" respectively."

4. The cash account indicates that the ATE premium was paid on 24 October 2017 in the sum of £258.87 and a refund was received on 17 November 2017 in the sum of £4.63.

5. On 29 April 2021, the defendant served a witness statement of Paul Williams, a solicitor employed by the defendant. At paragraph 5 of that statement he confirmed that the ATE premium had been paid "as per the cash account".

6. As a result of the service of that witness statement, the claimant no longer seeks the second part of the order originally sought. He still seeks a response to the Part 18 request for information regarding commission and / or remuneration.

7. In support of the application, three witness statements from Mark Carlisle, the fee earner with conduct of the case at the claimant's costs lawyers, have been served. Within the exhibits to those witness statements there are communications between Mr Carlisle and the administrators of the ATE insurers, Elite Insurance. It is the claimant's case that payments appear to have been made by Elite insurance to the defendant but such payments were not disclosed to the claimant. The claimant says that the defendant has, or at least appears to have, breached its fiduciary duty not to make a secret profit from its role as a fiduciary.

8. Mr Carlisle relies particularly on an email where the administrator indicates that if the case had concluded *"a claims handling commission of GBP 30.00 and a claims fund contribution of GBP 176.13 would fall due."* Some caution as to the terminology used by the administrator needs to be applied since the word commission seems to be used interchangeably with other words in the email correspondence.

9. The defendant says that the claimant is wrong to draw the inferences that he does in respect of the communications between his lawyer and the administrator of the ATE provider. The defendant has not spelt out why the claimant is in error in a response to the Part 18 request. It has not done so on the basis that it says the claimant is simply not entitled to make the request in these proceedings. The claimant responds that the defendant has no argument to oppose providing the information requested save for this alleged jurisdiction point.

10. The defendant's position largely, if not entirely, stems from dicta of the Court of Appeal in the case of Herbert v HH Law Ltd [2019] EWCA Civ 527 and in particular paragraph 71 where the Master of the Rolls concluded:

> "I appreciate that the consequence is that the client will not be able to challenge the amount of an ATE insurance premium through the convenient mechanism of an assessment under the Solicitors Act 1974 s. 70. That is not, however, a good reason to decline to apply the principle which is clearly binding on us, in the

> light of the limited evidence before us, and so create a precedent which both undermines the coherence of the principle and may have unforeseen implications in other and different cases. No doubt, if this outcome is considered unsatisfactory within the profession, the Solicitors Regulation Authority and the Law Society can consider what could be done to bring an ATE insurance premium within the principle as to what is a solicitor's disbursement."

11. Robert Marven QC, appearing on behalf of the defendant, suggested that the comments of the Court of Appeal were a complete answer to the claimant's application. The claimant is not entitled to challenge the amount of an ATE insurance premium through Solicitors Act proceedings. On that basis, there can be no entitlement to a request for information via Part 18 in such proceedings regarding the ATE premium.

12. Robin Dunne, on behalf of the claimant, had two replies to this submission. The first is that the question before the court is simply whether the information should be provided. The extent to which the court can enquire into the premium is not yet a consideration and there is no need to "get ahead of ourselves." The second argument is that the premium can be investigated by the court via the cash account rather than the bill of costs itself which is the subject of the Solicitors Act proceedings.

13. It does not seem to me that the first argument holds very much water. There is no suggestion that these proceedings are in some way a precursor to other proceedings. Even if they were, it is unattractive to suggest that one court should carry out investigations into something which another court will ultimately need to consider. If this court has no jurisdiction to deal with the ATE premium, then it does not seem to me that it is the correct court in which to seek the information requested by the Part 18 request. Some form of pre-action disclosure in proceedings in the Chancery Division or an application within those proceedings would seem to be the appropriate course.

14. Mr Dunne's second argument and indeed the essence of Mr Marven's argument, requires the consideration of the nature and extent of the cash account and its role within Solicitors Act proceedings.

Cash Accounts

15. In their 1963 book entitled "Introduction to Solicitors Costs" Messrs Treagus, Rainbird and Harvey gave the following description of the role of a cash account in the relationship between a solicitor and client:

> "Payments made by a Solicitor on his clients' behalf fall into two categories. First, payments made in the course of his duty when acting for a client as solicitor are termed "disbursements." Secondly, those payments made on behalf of the client as his agent are termed "cash account items." Disbursements are included in the bill of costs itself. The cash account is a separate statement containing receipts and payments which is usually delivered to the client with the bill of costs, thus giving the client a complete record of the whole financial aspect of the transaction."

16. In 1963 (and indeed prior to then) the relationship between solicitor and client was rather more rigid and the costs to be charged by a solicitor were prescribed. Scale fees set by Parliament applied to all, or almost all, work done by a solicitor. The task of the clerks in the Supreme Court Taxing Office was to ensure that the correct scale fees, and no more, were payable. A solicitor would require his client to be put into funds in order, for example, to instruct counsel and would not, in the ordinary course of things, finance the action or matter on which the solicitor was instructed.

17. In such circumstances, it was a relatively simple matter to divide the disbursements which had been incurred as the client's solicitor and which should go on the solicitor's bill from those where the solicitor was acting as the client's agent and which would simply be paid from monies held by the solicitor on behalf of the client. Those latter payments would form the cash account entries along with the monies received with which to make those payments.

18. There would therefore be in the cash account a column of receipts and a column of payments with the figure at the bottom showing a net figure either payable by the client or refundable by the solicitor in order to balance both sides of the ledger.

Cash accounts and ATE premiums

19. The financial relationship between solicitors and their clients have evolved over the years so that solicitors these days regularly finance payments on behalf of their client rather than expecting monies to be paid on account. This is particularly so in relation to Conditional Fee Agreements and other arrangements where the client is not required to pay anything until the end of the case (and not always then).

20. The effect of this evolving relationship is that the description of payments made by the solicitor have become more difficult to delineate between those which should go in the bill and those that should go in the cash account. The ATE premium is perhaps the paradigm example of this. The policy is, in most cases, arranged by the solicitor, often via a delegated arrangement, particularly where the solicitors runs many cases of the same type. In such circumstances, the role of the solicitor as an independent third party or agent for the client or for the insurer has not always been obvious.

21. Indeed, it took Court of Appeal pronouncements to clarify that the contract of insurance is between the client and the ATE insurer directly (Hollins v Russell [2003] EWCA Civ 718) and that it is not a solicitor's disbursement and so does not belong in a solicitor's bill of costs delivered to their client (Herbert) with the consequence set out at paragraph 9 above that the ATE premium cannot "conveniently" be assessed as part of a solicitor's bill through the mechanism of the Solicitors Act. Instead it should appear in the cash account as part of the "complete record" of the financial transactions between the solicitor and his client.

Determining the cash account

22. With the Court of Appeal's pronouncement in Herbert appearing to be against him, Mr Dunne was obliged to put forth a novel argument regarding the cash account. Since the ATE premium would appear in the cash account rather than in the solicitor's bill, it was Mr Dunne's submission that the court's consideration of the cash account during a

Solicitors Act assessment could include facets of the ATE premium, albeit not the reasonableness of the premium paid.

23. He drew an analogy with accounts which may be ordered under CPR 25.1(1)(o) and carried out in accordance with PD 40A. The very word "account" suggested that the court could scrutinise its contents as it would do where an account regarding loss of profits etc was being claimed.

24. In his submission, the nature of the cash account is not simply an arithmetical exercise but is the statement of the money that the solicitors holding all the client in his role as a fiduciary. Consideration of the cash account in the Solicitors Act assessment requires an active determination of the sums involved. It may be that on many cases nothing is required to be done but that does not mean that the court is not actively engaged.

25. Where, as here, there is a clear dispute regarding a cash account item the court must consider the appropriateness of each entry. In Mr Dunne's skeleton argument, he posited that the cash account can be adjusted in the following three ways:

> "a. It can be adjusted for obvious errors. It could not sensibly be argued, for example, that the account could not be adjusted if a credit of £1000.00 was mistakenly included as £100.00, leaving the client with a deficit of £900.00."
>
> b. Furthermore, the court can and, the Claimant says must, only allow as either credit or debit entries amounts that have actually been paid or received and which have been made lawfully.
>
> c. The court can remove items which are erroneously inserted into the cash account (which should be included within the bill) and vice versa."

26. In support of these adjustments, Mr Dunne referred both to provisions in jurisdictions elsewhere in the world as well as to four cases which he said gave examples of the court adjusting the cash account.

27. In response, Mr Marven contrasted the provisions of PD40A with the terms of Part 46 which governs Solicitors Act proceedings. In PD 40A there is a structure for dealing with objections to the entries in the account backed by affidavit or witness evidence. However, in Part 46 there is nothing at all to guide the parties or the court as to the bringing and determining of a challenge to the cash account. In such circumstances, it was not appropriate to describe the cash account as being equivalent to the sort of account envisaged in PD 40A.

28. In respect of the argument concerning the court's jurisdiction to adjust the cash account, Mr Marven's response was that the court would be expected to carry out an arithmetical exercise at the end of the detailed assessment. If figures were wrong as a matter of arithmetic than they would need to be revised. However, if there really was a dispute between the parties about items in the cash account then, strictly speaking, separate proceedings would be required. The cases referred to by Mr Dunne, in Mr Marven's submission, should be seen as nothing more than the court permitting an amendment of the cash account given the findings on the detailed assessment.

29. At the end of a Solicitors Act assessment, PD46 paragraph 6.19 requires the judge, amongst other things to "determine the result of the cash account". In respect of this phrase, Mr Dunne emphasised the word "determine" as revealing the need for the court to get to the bottom of matters. Mr Marven emphasised the word "result" and submitted that it was the outcome of arithmetical calculations based on the amount allowed for the solicitor invoice(s) in the detailed assessment.

30. It is a standard direction given in Solicitors Act proceedings for a cash account to be provided by the solicitor with a breakdown of the invoice previously rendered if this if this was not done at the time the invoice was originally delivered to the client. The intention of the bill and cash account is, as I have quoted above, to provide a complete record of the financial transactions between the solicitor and the client during the period of the retainer. The extent of the solicitors' charges and the payments that have been made on behalf of the client can be compared to the sums paid by the client so that an outstanding balance, in one direction or other, can be paid over.

31. In order to complete the cash account, the extent of the solicitors' bill needs to be ascertained by way of assessment. Consideration of the cash account therefore only takes place once the assessment has finished. During the course of that assessment it may be that certain items are found to have been erroneously included within the bill. By way of example, a payment to another party would not usually be paid as anything other than as the client's agent. As such, it ought not to be included in the bill. Such payment would still need to be shown in the record between the solicitor and client and in those circumstances the cash account would have to be adjusted.

32. Neither counsel suggested that this could not happen and indeed it is the very purpose of the determination of the cash account. To that extent the court is engaged in the entries that are (or ought to be) in the cash account.

33. However, this is some way from the court considering whether or not, for example the payment to another party was for the appropriate amount. This, in essence, is what the claimant says should be the court's function when determining the cash account. If, to continue the example, the solicitor had appeared to overpay the other party – but the solicitor did not accept this to be so – then that dispute would be the subject of separate proceedings. There is no prospect of that dispute being resolved at the end of a Solicitors Act assessment as part of determining the cash account.

34. None of Mr Dunne's examples in his skeleton argument, nor in the cases he cited gave any weight to the argument that the court should consider the composition of the sums claimed in the cash account. They were limited to whether the particular items concerned ought to be in the cash account at all. I accept that limited engagement is required, but it is not fertile ground capable of sustaining the claimant's attempt to grow an investigation into an item in the cash account.

Tim Martin

35. Both advocates addressed me on the obiter comments of Lloyd LJ set out below in the case of Tim Martin Interiors Ltd v Akin Gump LLP [2011] EWCA Civ 1574. There, the claimant was liable for the costs incurred by the defendant who had been instructed by the claimant's mortgagee. Although, via the terms of the mortgage deed, the claimant was liable for the costs, it was a third party to the agreement between the mortgagee

bank and the solicitors. As the "party chargeable" the claimant could bring proceedings under s71 Solicitors Act, ostensibly in the manner of the client, to challenge the fees that had been charged. However, the Court of Appeal took the view that the solicitor, who had rendered its invoice and had been paid in full by its client, was not the party who should suffer to the extent that any challenges to the costs could successfully be made. The correct party was the mortgagee client who had agreed and paid the costs. As such, any proceedings to challenge the costs ought to be brought in the Chancery Division for an account by the mortgagor against the mortgagee. The extent of the challenges which the mortgagor could bring against the solicitors' costs in the Solicitors Act proceedings was very largely limited to costs outside the scope of the retainer.

36. The Court of Appeal accepted, as it was also to do in Herbert, that the result of its conclusions was that Solicitors Act proceedings were not an effective method of bringing a particular challenge. At paragraph 102 in Tim Martin, Lloyd LJ concluded:

> "In the light of this judgment it may be anticipated that third party assessments will become rare, whereas claims for an account, and like proceedings in other types of case, where the real issue is as to the reasonableness of legal costs, best resolved by those experienced in the assessment of costs, may become much more frequent. With that in mind, it seems to me that it might be sensible for a dispute which is only, or mainly, about legal costs to be able to be commenced as an application for an account directly in the SCCO, rather than having to go via the Chancery Division… So far as the jurisdiction of the county court is concerned, as regards an assessment under section 70 or 71 it is limited to a case where the bill relates wholly or partly to contentious business in the county court and where the bill does not exceed £5,000: see article 2(7) of the High Court and County Courts Jurisdiction Order 1991. So far as I am aware, none of the financial limits on the jurisdiction of the county court in that article applies to a claim for an account under a mortgage. It seems to me that the appropriate procedure for a dispute of this kind is a subject worthy of the attention of the Civil Procedure Rules Committee."

37. Mr Marven relied upon these comments to indicate that any challenge the claimant has in respect of the ATE premium should be brought in the Chancery Division rather than the SCCO. Mr Dunne suggested that proceedings for an account could be brought in the SCCO as part of the High Court and that essentially is what had been done by the Part 8 claim already issued.

38. I agree with Mr Marven on this point. Earlier in the judgment Lloyd LJ makes it clear that costs judges are within the definition of the court and as such can deal with an account or enquiry under PD 40A (see paragraph 27 of the judgment.) At paragraph 30, Lloyd LJ describes the "classic remedy" of claiming an account under the mortgage and says:

> "Such proceedings would not normally involve the mortgagee's solicitor as a party, but they could well involve a consideration of whether the solicitor's bill of costs rendered to the

> mortgagee was recoverable in full or only in part, and if in part as to what amount, by the mortgagee from the mortgagor. An issue of that kind, involving questions of the reasonableness of the incurring of particular costs, and their amount, could be determined by a costs judge, as already mentioned, but proceedings for an account cannot be brought directly in the SCCO."

39. Lloyd LJ's comments at the end of paragraph 102 regarding the benefit of being able to bring proceedings in the SCCO is plainly a suggestion to the Rules Committee that a short cut might be desirable where the account being taken involved the amount of costs charged by solicitors. In those circumstances the obvious assessor of the account would be a costs judge and would currently require a transfer of proceedings from the Chancery Division to the SCCO.

40. I do not see that Tim Martin gives the claimant any room to submit that proceedings could be brought in the SCCO. Nor does the fact that costs judges have the same jurisdiction as any other High Court Master by virtue of CRP2.4(a) assist the claimant. Based on that argument, a Chancery Master could conduct a detailed assessment. However, any applicant for an assessment would inevitably be directed to the SCCO and similarly any claimant seeking an account would be sent to the Chancery Division.

Inherent jurisdiction

41. Mr Dunne's final submission as to why the court should scrutinise the ATE premium in Solicitors Act proceedings relied upon the court's inherent jurisdiction. That is not usually a prepossessing starting point and Mr Marven wasted no opportunity to label it as being a last refuge.

42. Mr Dunne began his submissions on this point in my quoting the words of Lord Wright in Myers v Elman HL 1939 regarding the court's supervision of the conduct of solicitors being both a right and a duty. In Mr Dunne's submission, the evidence gathered by Mr Carlisle from the administrator of the ATE provider was more than sufficient to cause the court to enquire as to whether there had been an undisclosed commission.

43. Mr Dunne said that the claimant was simply asking the defendant to disclose "any direct or indirect commissions, remuneration or other financial benefits, supported by a statement of truth." This is described as being "not an onerous request" and that the cost of answering it was not disproportionate. To the extent that any undisclosed commission was established, the cash account would need to be adjusted.

44. Mr Marven's answer to this point was to say that the court's inherent jurisdiction was, these days, an extremely rare beast. The coming into existence of the Solicitors Regulation Authority, the Solicitors Disciplinary Tribunal et cetera have all limited the need for the court to supervise officers. All cases such as Myers predate such bodies.

45. Mr Marven said that, if there had been any shortcoming in the advice (none being admitted), given to the client regarding the ATE insurance, then attempting to shoehorn that challenge into the Solicitors Act proceedings was to start in the wrong place. The Solicitors Act provisions added an additional layer of protection to the existing rights of clients to bring their solicitors to court if they alleged a breach of fiduciary duties.

Whilst costs judges may well deal with a wider range of matters than suggested by Teare J at paragraph 14 in Stephenson Harwood LLP v Geneva Trust (GTC) SA & Ors [2019] EWHC 1440 (Comm), there was more expertise to be found in the Chancery Division in such matters.

46. Mr Marven said that the claimant could not sidestep the jurisdictional point that was being taken. The purpose of a Part 18 request is to know the case which is to be met. That test cannot be satisfied here because it is for the claimant to set out the case and he has not done so. Inevitably therefore the defendant has not set out any case and so the claimant cannot say either that he needs the information in order to meet that (as yet unpleaded) case.

47. In reply, Mr Dunne said that judges regularly deal with cases involving an alleged breach of fiduciary duty in section 70 Solicitors Act assessments. As an example, the case of Belsner, which is currently going to the Court of Appeal, began as such a case.

48. Mr Dunne said that the claimant had established, at least prima facie, the facts showing that the defendant had received an undisclosed commission. The claimant wanted to establish the defendant's position via the Part 18 request in order to set out the full extent of the case that could be made. It was a Catch-22 situation for the defendant to say that the claimant had to set out its case before providing information that would enable the claimant to do so.

Discussion and decision

49. I set out at paragraph 15 of this decision a description of the cash account written by two of the then clerks of the Supreme Court Taxing Office. The essence of the cash account has not changed even though the scale fees etc have very largely disappeared. The current description of a cash account can be found at PD46 paragraph 6.6(b) as follows:

> "(b) in applications under Section 70 of the Solicitors Act 1974, a cash account showing money received by the solicitor to the credit of the client and sums paid out of that money on behalf of the client but not payments out which were made in satisfaction of the bill or of any items which are claimed in the bill."

50. Whichever description is taken, a cash account is no more than a ledger showing receipt of monies during the retainer, invoices rendered and the payment of items such as damages or purchase monies to others. The payment of an insurance premium to the ATE provider fits into this category. The client has taken out the insurance and the solicitor, as his agent, pays for it by sending money to the ATE insurer, often at the end of proceedings upon receipt of monies from the losing opponent.

51. Solicitors Act proceedings involve consideration of some or all of the invoice(s) rendered by the solicitor to his client together with a cash account. Given my finding that the cash account is no more than a ledger which needs calculating at the conclusion of the case and the Court of Appeal's decision that the ATE premium should not be in the solicitor's invoice, there is simply no room for the court in a Solicitors Act assessment to consider the composition of the premium.

52. When looking at the nature of the cash account, I have given the example of a solicitor paying out monies to another party on behalf of the client. There is no possibility, in my view, of the court in Solicitors Act proceedings, making any enquiries as to the adequacy of that sum of money. The remedy of the client if the monies paid out had in some way be in error would be to bring proceedings against the solicitor for breach of one of a number of potential duties. I can see no reason to distinguish between the ATE premium and any other cash account payment in this respect.

53. Bringing a second set of proceedings would no doubt be less "convenient", to use the Court of Appeal's phrase, than being able to deal with everything in these proceedings. But convenience is not sufficient to justify attempting to deal with matters which do not seemingly fit in one proceedings rather than obliging the parties to go elsewhere.

Wider issues?

54. Mr Marven said that this application was part of a large-scale campaign by the claimant's lawyers. Mr Dunne indicated that there are at least a hundred cases where essentially identical Part 18 Requests have been served by the claimants' costs lawyers upon the defendant.

55. Mr Dunne's "secret commission" submissions concentrated very largely on the £30 figure referred to in the email (see paragraph 8 above) during the hearing. If that sum was recoverable on each case where a request had been made, then the overall sum would still be relatively modest.

56. During the submissions, I asked Mr Dunne as to why there was a need for a Part 18 request in these proceedings since, on the claimant's case, the evidence of Mr Carlisle could be brought out when the cash account was being determined and, absent any evidence from the defendant, it may very well be that the ATE premium was reduced on the basis of the breach of the solicitors fiduciary duty.

57. In the course of this exchange, it became apparent that the claimant's ambitions are rather more significant than the £30. The separate "contribution" to the claims fund is also an object of interest in terms of an indirect benefit to the solicitors. The sums involved therefore are considerably higher than simply £30 per case and potentially explain why the ATE premium is being investigated and defended with such commitment.

58. Having had direct experience of both the Claims Direct and TAG Test Cases, I am well aware that proceedings concerning ATE insurance arrangements may be lengthy, complex, expensive and ultimately have a significant effect on the parties. I do not accept therefore Mr Dunne's ingenuous description of the request for information of direct, indirect and any other benefits as being a simple question which could be simply answered. In any event, if the answers were in the negative, it seems unlikely that the claimant would be satisfied with such a response given the evidence already obtained. As such, the benefit of any Part 18 response would not be in the manner expected by CPR rule 18.1 in any event.

59. The claimant appears to have sufficient evidence with which to bring separate proceedings and which would require the defendant to set out its case as to why the claimant is wrong. Having not answered the question in these proceedings, it is difficult

to see that a claimant would be criticised for bringing other proceedings even if there is a cast-iron answer to the claimant's challenge. As such, the claimant might be proceeding in a costs free environment at least until the defendant had placed its cards on the table. Be that as it may, there is no need to invoke the court's inherent jurisdiction here where the claimant clearly has the opportunity to seek a remedy elsewhere.

Conclusion

60. For these reasons I dismiss the claimant's application to compel the defendant to answer the Part 18 request for further information.