

SUPREME COURT OF QUEENSLAND

CITATION: *Glover v Lim & Others* [2010] QSC 26

PARTIES: **GLOVER, Kevin Edward (by his Litigation Guardian
GLOVER, Richard Ashman)**
(Plaintiff)
v
LIM, Bill Ow Foo
(First Defendant)
and
SUNCORP METWAY INSURANCE LIMITED
(Second Defendant)

FILE NO/S: BS 5801 of 2008

DIVISION: Trial Division

PROCEEDING: Application on the papers

ORIGINATING COURT: Supreme Court at Brisbane

DELIVERED ON: 18 January 2010

DELIVERED AT: Brisbane

HEARING DATE: 15 January 2010

JUDGE: Margaret Wilson J

ORDER:

CATCHWORDS: PROCEDURE – SUPREME COURT PROCEDURE – QUEENSLAND – PROCEDURE UNDER RULES OF COURT – JUDGMENTS AND ORDERS – OTHER MATTERS – ORDER SANCTIONING COMPROMISE – where plaintiff’s claim for damages for personal injuries was settled – where an order sanctioning the compromise already made – where primary damages payable are \$3,200,000.00 – where it was a term of the compromise as sanctioned that the second defendant pay the plaintiff’s reasonable fund administration expenses to be agreed, or failing agreement to be determined by the Court – where parties have reached agreement with respect to those “fund damages” – where application brought to sanction compromise of claim for “fund damages” – whether compromise is a reasonable one – whether it is in the plaintiff’s best interests that it be sanctioned

Public Trustee Act 1978 (Qld), s 59(1)
Uniform Civil Procedure Rules 1999 (Qld), r 98(1)

SOLICITORS: Grevells Solicitors for the Plaintiff.

- [1] This is an application on the papers.
- [2] The plaintiff's claim for damages for personal injuries was settled, and on 23 October 2009 Daubney J made an order sanctioning the compromise. The primary damages payable are \$3,200,000.00. It was a term of the compromise sanctioned by his Honour that the second defendant pay the plaintiff's reasonable fund administration expenses to be agreed, or failing agreement to be determined by the Court.
- [3] The parties have now reached agreement with respect to those "fund damages". This is an application to sanction that compromise.
- [4] The plaintiff's solicitors obtained estimates of the fund administration expenses from various trustee companies. The administrator appointed by Daubney J, Trust Company Ltd, has estimated the administration expenses at \$189,500.00. That is the amount which the parties have agreed upon.
- [5] In the circumstances I am satisfied that the compromise is a reasonable one and that it is in the plaintiff's best interests that it be sanctioned.
- [6] Accordingly I make the following orders.
 1. That the compromise of the plaintiff's claim for fund administration expenses ("the fund damages") be sanctioned pursuant to section 59(1) of the *Public Trustee Act 1978* and rule 98(1) of the *Uniform Civil Procedure Rules 1999* on the following terms:
 - (a) the second defendant pay the plaintiff \$189,500.00 ("the settlement sum") in full and final settlement of the plaintiff's claim for fund damages;
 - (b) the second defendant pay the settlement sum to Trust Company Ltd ACN 004 027 749 ("the administrator") within 28 days of this order;
 - (c) the second defendant pay the plaintiff's costs of and incidental to the claim for fund damages, including the costs of and incidental to the application, on the standard basis, such costs ("the standard costs") to be agreed, or failing agreement to be assessed on the Supreme Court scale;
 - (d) the second defendant pay the standard costs to the administrator within 21 days of their assessment or prior agreement between the second defendant and the administrator as to their amount.
 2. That the plaintiff's costs of and incidental to the claim for fund damages, including the costs of and incidental to this application, be assessed on the indemnity basis ("the indemnity costs").
 3. That the administrator pay the indemnity costs to the plaintiff's solicitors from the balance compromise sum referred to in paragraph 5(b) of the order of Justice Daubney of 23 October 2009 within 21 days of their assessment

or prior agreement between the plaintiff's solicitor and the administrator as to their amount.

4. That the plaintiff's solicitors serve a copy of this order on the administrator forthwith.
5. That there be liberty to apply.