

SUPREME COURT OF QUEENSLAND

CITATION: *Orchid Avenue Pty Ltd v Hingston & Anor (No 2)* [2015] QSC 71

PARTIES: **ORCHID AVENUE PTY LIMITED**
ACN 118 752 346
(plaintiff)
v
GREGORY RAYMOND HINGSTON
(first defendant)
NOLA JUNE HINGSTON
(second defendant)

FILE NO/S: SC No 4900 of 2012

DIVISION: Trial Division

PROCEEDING: Hearing - Further Order

ORIGINATING COURT: Supreme Court at Brisbane

DELIVERED ON: 8 April 2015

DELIVERED AT: Brisbane

HEARING DATE: Heard on the papers

JUDGE: Philip McMurdo J

ORDER: **1. The defendants pay to the plaintiff its costs upon the claim and counterclaim, including any reserved costs, on the standard basis.**
2. The deposit of \$315,000 together with any accretions upon that sum be released to the plaintiff.

CATCHWORDS: PROCEDURE – COSTS – GENERAL RULE – COSTS FOLLOW THE EVENT – where the plaintiff sought costs of the claim and counterclaim, in which it was entirely successful, on the standard basis – where the defendants entered no written submissions – where there was no reason why the plaintiff should not have its costs

SOLICITORS: Hickey Lawyers for the plaintiff
No appearance for the first or second defendants

[1] On 6 March 2015, I gave judgment for the plaintiff against the defendants and dismissed the counterclaim. I directed the parties to provide written submissions as to costs.

- [2] The plaintiff seeks its costs of the claim and counterclaim, including any reserved costs, on the standard basis. No written submission was received from either defendant. Mr Hingston advised by email that he would be making no submission.
- [3] The plaintiff was entirely successful and there is no reason why it should not have its costs as it seeks.
- [4] The plaintiff seeks a further order which relates to the deposit of \$315,000. The deposit was initially paid by a payment of \$31,500 and a bank guarantee for the balance, but the amount guaranteed was later paid to the plaintiff's solicitors. The deposit was taken into account in calculating the damages to be paid by the defendants. Therefore the plaintiff should have the deposit and any interest which has accrued upon it.