

**Nigel  
Long**  
LAW COSTS CONSULTANT

Your Ref:  
Our Ref: NL/SJE  
Date: 07 July 2008

Mrs S Chapman  
ALCD  
DX: 42520  
DISS

Dear Mrs Chapman,

**Re: Complaint made by Mr Spenser Poultney**

This is my response.

Enclosures:-

- a. Bill of costs prepared in September/October 2004.
- b. Transcript of hearing 06 December 2004.
- c. Order 06 December 2004.
- d. Mr Poultney's application 25 April 2007.
- e. My witness statement dated 22 November 2007.
- f. Judgement, April 2008.
- g. Order 26 June 2008.

**Background**

Please see my witness statement – enclosure e.

**Allegation 1...that I am a liar**

Mr Poultney bases this allegation on paragraph 43 of the judgment. When I gave evidence on 07 March it was my recollection and belief that absence of a client care letter was mentioned at the hearing in December 2004. I told this to the District Judge on 07 March in the knowledge that the transcript of the December 2004 hearing did not include reference to the client care letter; indeed, I read the transcript that morning in the court's ante room at the specific request of Counsel, Mr Curwen, who was conducting the case for FDC Law. I had no intention of misleading the court and had nothing to gain by doing so. I have to accept that my recollection might be wrong, and that DJ James has decided so, but detailed assessment hearings without mention of the client care letter (or absence thereof) are rare in my experience.

I understand why Mr Poultney now says I am a liar. However, I am not a liar. If required I can produce plenty of character references.

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Linda Eddy

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Second Head of Complaint

1. I knew there was no client care letter.
2. The bill at page 3 reads "hourly rates claimed are...." Had there been a client care letter this sentence would have read "hourly rates were agreed as follows...." I did not present the bill as if hourly rates had been agreed. Please also see mention of hourly rates on pages 14, 17 and 18 of the transcript of the hearing.
3. I did not persuade Patricia Wayman to do anything.
4. It is not correct for Mr Poultney to say that the only charge rate agreed between FDC Law and their client was £80.00 per hour; I did maintain that the hourly rates of £155.00 and £165.00 were reasonable.
5. I do not know to which letter Mr Poultney is referring.
6. I did not lie to the court (in December 2004) as to the reason for the discrepancy between Form H of July 2003 and the Bill of October 2004.
7. I do not fully understand this paragraph but I insist that I have told no lies.

Third Head of Complaint

I do not understand this complaint.

Fourth Head of Complaint

I do not understand this complaint either.

Mr Poultney has copies of all the enclosures.

Yours sincerely,

  
NIGEL LONG