

PF52A
Shortened PF52 in the Queen's Bench Division for multi-track case and costs management directions in Mesothelioma and Asbestosis claims

IN THE HIGH COURT OF JUSTICE

Claim No.

QUEEN'S BENCH DIVISION

MASTER (*name*)

Between

(*name*)

Claimant

and

(*name*)

Defendant

Order

UPON hearing [by telephone]

IT IS ORDERED that:

1. ALLOCATION

The claim [be] [do remain] allocated to the multi-track.

2. JUDGMENT

(1) [By consent] judgment be entered for the Claimant against the [] Defendant on the issue of liability for damages to be assessed by the Court with costs [summarily assessed at £...] [to be the subject of detailed assessment if not agreed].

(2) The [] Defendant do make an interim payment of damages in the sum of £..... and payment in the sum of £.... on account of costs to the Claimant's solicitors by (*date*).

(3) Directions be given in the assessment of damages as set forth below.

or

3. ORDER TO SHOW CAUSE

(1) Unless by (*date*) the [] Defendant shows cause in writing/by email to the Master why judgment should not be entered against the [] Defendant on the issue of liability for damages to be assessed then:-

(a) judgment be so entered with costs [summarily assessed at £....] [to be the subject of detailed assessment if not agreed]

(b) the [] Defendant do make an interim payment of damages in the sum of £..... , payment in the sum of £.... on account of costs to the Claimant's solicitors by (*date*)

and

(c) directions be given in the assessment of damages as set forth below.

(2) If the [] Defendant shows cause as aforesaid then the CMC will be restored on (*date*) for the Master to give further directions between the parties, including any further directions as to whether there should be a trial on the issue of liability and if so in what terms.

or

4. TRIAL OF ISSUES

(a) There be [a separate trial of the issue of liability between the Claimant and the [] Defendant] *or* [a trial of the issues of liability and quantum between the Claimant and the [] Defendant].

(b) Directions as set forth below be given in relation to
[such separate trial of the issue of liability] ***or***
[such trial of the issues of liability and quantum]

5. DIRECTIONS

(a) The following directions be given in relation to (*delete as appropriate*)

(i) the assessment of damages set forth in paragraph [2] ***or*** [3] above

or

(ii) the separate trial of the issue of liability set forth in paragraph 4 above

or

(iii) the trial of the issues of liability and quantum set forth in paragraph 4 above.

6. DISCLOSURE OF DOCUMENTS

(1) No disclosure is required.

(2) Each party shall give standard disclosure by exchange of lists of documents [by categories] by (*date*).

- (3) The (*party*) shall give standard disclosure by service of a list [by categories] by (*date*)
- (4) The (*party*) shall give specific disclosure of the documents or classes of documents set forth in the schedule to this Order by service of a list by (*date*)

7. INSPECTION OF DOCUMENTS

Any requests for inspection or copies of disclosed documents shall be made within ... days after service of the list.

8. WITNESS STATEMENTS

- (1) Each party shall serve on every other party any witness statement of the oral evidence upon which the party serving the statement intends to rely in relation to [any issues of fact] [the following issues of fact [*specify*] to be decided at the trial / the assessment, those statements and any notices of intention to rely on hearsay evidence to be
 - (a) exchanged by (*date*) or
 - (b) served by (*party*) by (*date*)and by (*party*) by (*date*).
- (2) The (*party*) has permission to serve a witness summary relating to the evidence of (*name*) on every other party by (*date*).

9. ORDER FOR TAKING OF EVIDENCE ON COMMISSION

The evidence of the Claimant shall be taken on commission by a duly appointed Examiner of the Court by (*date*).

10. SINGLE EXPERT

- (1) Evidence be given by the report of a single expert in the field of (*specify*), instructed jointly by the parties, on the issue of (*specify*) [and his fees shall be limited to £].
- (2) Evidence also be given by the report of a single expert in the further field of (*specify*), instructed jointly by the parties, on the issue of (*specify*) [and his fees shall be limited to £].
- (3) The claimant shall advise the court in writing by (*date*) whether or not the single expert/expert(s) has/has been instructed.
- (4) If the parties are unable to agree [by that date] who that expert is / those experts or any of them are to be and about the payment of his fees any party may apply for further directions.
- (5) Unless the parties agree in writing or the court orders otherwise, the fees and expenses of the single expert shall be paid to him [by the parties equally pending trial / assessment] (*or as ordered*).
- (6) Each party shall give his instructions to the single expert [in each field] by (*date*).
- (7) The report of the single expert [in each field] shall be filed by (*date*).
- (8) The evidence of the single expert [in each field] be given at the trial by written report/oral evidence of the expert.

11. SEPARATE EXPERTS

- (1) Each party has permission to adduce expert evidence in the field of (*specify*) [limited to one expert per party] and in the field of (*specify*) [limited to one expert per party].
- (2) The experts' reports in each field shall be exchanged by (*date*) (*or insert provisions as to sequential exchange of reports if so ordered*).
- (3) The experts in each field shall hold a discussion without prejudice for the purpose of:
 - (a) identifying the issues, if any, between them; and
 - (b) where possible, reaching agreement on those issues.

- (4) The experts in each field shall by (*date*) prepare and file a joint statement for the Court showing:
 - (a) those issues on which they agree; and
 - (b) those issues on which they disagree and a summary of their reasons for disagreeing.
- (5) There be permission to each party to call such experts to give oral evidence at trial limited to the matters on which they remain in disagreement as aforesaid.
- (6) Any unpublished literature upon which any expert witness proposes to rely shall be served at the same time as service of his report together with a list of published literature and copies of any unpublished material. Any supplementary literature upon which any expert witness proposes to rely shall be notified to all other parties at least one month before trial. No expert witness shall rely upon any publications that have not been disclosed in accordance with this direction without leave of the trial judge on such terms as to costs as he deems fit.

12. TRIAL AND PRE-TRIAL CHECK LISTS

- (1) (a) The trial of the [claim] [issue of liability] [assessment of damages] shall take place between (*date*) and (*date*)

("the trial window").

(b) A copy of this sealed order will be sent to the Queen's Bench Judges Listing Office, who will notify all parties of a listing appointment for a trial date or period within the trial window, which will usually be three weeks from the date the order is sealed. If parties have any queries in relation to the listing appointment, they should contact Queen's Bench Judges Listing qbjudgeslistingoffice@hmcts.gsi.gov.uk

(c) The [claim] [issue of liability] [assessment of damages]

- (i) shall be entered in the list for trial by a Judge alone in the Non-Jury List, category “A” / “B” / “C”, with a time estimate of _____, and
- (ii) shall take place in London.

(2) The parties shall answer the Pre-trial Check List when required by the Clerk of the Lists to do so unless he or the Master dispenses with it.

(3) The parties shall inform the Court forthwith of any change in the trial time estimate.

or

[(4) The assessment of damages shall take place before the Master in Room E [] at _____ am / pm on *(date)* with a time estimate of hours.]

13. DEFINITION AND REDUCTION OF ISSUES

By *(date)* the parties shall list and discuss the issues in the claim [including the experts’ reports and statements] and attempt to define and narrow the issues [including those issues the subject of discussion by the experts].

14. TRIAL BUNDLE

The parties shall agree and the claimant shall file a trial bundle and the parties shall exchange and file skeleton arguments and chronologies not more than 7 and not less than 3 days before the start of the trial.

15. SETTLEMENT

If the claim or part of the claim is settled the parties must immediately inform the Court [the Master by email and fax or letter in the case of an assessment of damages], whether or not it is then possible to file a draft Consent Order to give effect to the settlement.

16. OTHER DIRECTIONS

- (1) Permission to restore for further directions
- (2) The Claimant shall serve a [an updated] schedule of loss and damage by *(date)*.
- (3) The Defendant shall serve a counter schedule by *(date)*.

17. COSTS BUDGETING

- (1) The Claimant's costs be approved [or varied] as set forth in the schedule to this Order.
- (2) The Defendant's costs be approved [or varied] as set forth in the schedule to this Order.

or

- (3) Budgeting of the [Claimant's] [Defendant's] costs be dispensed with.

18. COSTS

- (1) the costs of this application / CMC shall be in the case ***or*** shall be the [Claimant's] [Defendant's] costs in any event [summarily assessed at £...] [to be the subject of detailed assessment if not agreed] (*or as may be otherwise ordered as to costs*).
- (2) the (*party*) do pay the (*party*) the sum of £ on account of such costs on or before *(date)*.
- (3) the costs of the (*party*) shall be the subject of a detailed assessment under paragraph 4 of the Community Legal Service Funding Order 2000.

DRAWING ORDER

19. The Claimant do draw and file this Order and serve the same on all parties by *(date)*.

Dated this [] day of [] 200[]