

## Introduction

As I write this, I am now in my 16<sup>th</sup> week of pupillage (time has truly flown by)! I have settled into Chambers well, and in just 10 more weeks, I will be taking on my own cases. This entry below focuses on drafting – in particular skeleton arguments – in some of the interesting cases I have been involved in.

## Security for Costs Application

Lisa Linklater KC asked me to assist her on a security for costs matter. The dispute stems from contracts between the Claimant (our client) and the Defendant. The Claimant was responsible for selling insurance products on behalf of the Defendant. The Defendant, in turn, was either directly selling these products or arranging their sale for various insurance companies. Under the contracts, the Defendant was supposed to pay the Claimant a commission for the policies sold by the Claimant. Consequently, the Claimant sued the Defendant for over £2M for breach of contract, and the Defendant counterclaimed for over £3M.

The Defendant made an application under CPR Part 25, thinking that if the Claimant loses the case, they will not be able to pay its costs. We resisted their application, arguing that our After The Event insurance policy (“**ATE Policy**”) and Anti-Avoidance Endorsement (“**AAE**”) provided sufficient protection for the Defendant, making it unnecessary to pay money into court for security. The Defendant disagreed, claiming that our ATE Policy and AAE were not on appropriate terms and did not offer sufficient protection.

For me, this was particularly interesting as it allowed me to apply procedural knowledge (learned on the Bar Course) into practice. I spent two days in the Leeds Chambers (where Lisa is based) and assisted in drafting a skeleton argument to resist the Defendant’s application. Given the tight deadline to produce my work and despite the voluminous papers involved, I focused on the main issues, utilised the most relevant authorities, and highlighted key documents to substantiate our arguments.

The experience was rewarding, as parts of my draft skeleton were included in Lisa’s final version and referenced during the hearing. I truly enjoyed this experience, knowing that my input had an impact on a live case.

### **Insolvency Proceedings**

Ian Tucker also asked me to draft a skeleton argument. His client, a liquidator, decided to reject a proof of debt pursuant to rule 14.7 of the Insolvency (England and Wales) Rules 2016. The alleged creditor appealed this rejection under rule 14.8. The alleged creditor also applied to remove the liquidator from office.

The alleged creditor based these applications on his belief that he had a claim for damages for breach of contract (a tenancy agreement) against the company being liquidated. The company's director resided at the rented premises and allegedly breached the terms of the tenancy agreement by removing or altering things on the premises. The alleged creditor argued that the cost of reinstating the premises was why damages were pursued.

The important lesson in this case is that the position of a liquidator is to remain neutral. At first glance, that might appear to be odd, given that you typically advocate for your client to secure a favourable ruling. However, part of a liquidator's role is to adjudicate any claims brought by an alleged creditor, meaning they do not act in the interest of either party.

Gaining experience in insolvency law was an important step in moving into the next stage of my pupillage, which has hitherto mainly been based on property law.

### **Northern Circuit Pupil Supervisor Training**

Apart from being involved in cases with various members of Chambers, Amy Weir and I were kindly invited by David Temkin KC and Stephen Connolly to speak at an event for prospective and current pupil supervisors. We shared our experiences and provided practical tips on making pupillage a valuable and effective process.

With Stephen Connolly now supervising my pupillage, I'm looking forward to seeing what the next stage has to offer.

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**18 June 2024**