

**IN THE DISTRICT COURT
AT WELLINGTON**

**I TE KŌTI-Ā-ROHE
KI TE WHANGANUI-A-TARA**

[2022] NZACC 144 ACR 153/17

UNDER	THE ACCIDENT COMPENSATION ACT 2001
IN THE MATTER OF	AN APPEAL UNDER SECTION 149 OF THE ACT
BETWEEN	PAUL ST CLAIR Appellant
AND	ACCIDENT COMPENSATION CORPORATION Respondent

Judgment on the papers

Submissions: The Appellant is self-represented
 L Mailand for the respondent

Judgment: 22 July 2022

**RESERVED JUDGMENT OF JUDGE P R SPILLER
[Claim for costs, Accident Compensation Act 2001]**

Introduction

[1] This is an appeal as to costs relating to an appeal lodged on 15 May 2017 against the decision of a Reviewer dated 17 April 2017. The Reviewer dismissed an application for review of the Corporation's decision dated 16 July 2015 declining Mr St Clair cover for myocardial infarction as a treatment injury.

[2] On 18 December 2020, following the receipt of further medical evidence, the Corporation overturned its decision of 16 July 2015 and granted Mr St Clair cover for treatment injury. However, although the substantive issue of cover was resolved,

Mr St Clair and the Corporation were unable to agree as to the issue of costs, thus necessitating the present judgment.

Mr St Clair's submissions and the Corporation's responses

[3] Mr St Clair sought monetary compensation for his time, pain and suffering, loss of holidays and loss of income during the five-and-a-half-year period from the Corporation's decision in July 2015 to the overturning of the decision in December 2020.

[4] In response, the Corporation funded legal counsel for Mr St Clair to advise him on his entitlements and the processes to address his concerns. In November 2021, the Corporation agreed to meet certain disbursement costs and Mr St Clair agreed to pursue his grievances with the Corporation's complaints section.

[5] On 28 February 2022, Mr St Clair sent an email to the Corporation's complaints section. He alleged that: there had been an element of criminal deception involved in his claim which had caused him loss; he was forced to expend much time researching the law and medical issues; he was inappropriately forced to work; and the review process was unjust, the Reviewer's decision ought to have been recalled and the matter reheard.

[6] On 31 March 2022, the Corporation responded by email to Mr St Clair's complaint. On 17 May 2022, the Corporation telephoned Mr St Clair to discuss the matter. Mr St Clair alleged that the Corporation's decision in July 2015 was made fraudulently and relied on false evidence, and the Corporation should pay him \$60,000 for the time it took for him to gather evidence to have the decline decision overturned.

[7] On 16 May and 15 July 2022, Mr St Clair lodged submissions reiterating that his claim had been subject to deception from the beginning. He stated that this resulted in him having to fight his case and take time off work, and that he has suffered ensuing heart problems and resultant destruction of more of his life.

[8] On 13 July 2022, the Corporation filed a memorandum outlining the history of Mr St Clair's matter, and submitting that the costs/damages sought by Mr St Clair fell well outside of the prescribed litigation costs framework and could not be awarded.

Discussion

[9] As noted above, Mr St Clair has claimed damages for the alleged consequences of the Corporation's decline of cover in July 2015. This Court accepts that Mr St Clair may well have suffered negative personal and financial consequences from the Corporation's initial decline of cover.

[10] However, Mr St Clair has been self-represented in his proceedings against the Corporation, which have resulted in him obtaining cover for his injury. The primary rule governing a successful litigant in person is that he or she is entitled to recover disbursements but not costs. This rule has been consistently applied in New Zealand,¹ and was expressed by Brett MR in the English case of *London Scottish Benefit Society v Chorley*:²

When an ordinary litigant appears in person, he is paid only for costs out of pocket. ... He has to pay the fees of the court, that is money paid out of pocket; but for loss of time the law will not indemnify him.

[11] Mr St Clair is therefore not entitled to the costs or damages that he has sought. He is entitled to reasonable disbursements, which (as outlined by the Corporation) have been agreed at \$300.

[12] The Court has noted above that Mr St Clair has lodged a complaint about alleged unfairness and dishonesty on the part of the Corporation and has received responses from the Corporation. Mr St Clair may wish to pursue his concerns with the Corporation, but these lie outside of the jurisdiction of this Court.

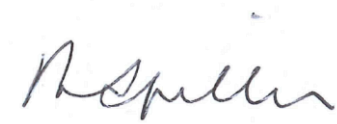
¹ See *McGuire v Secretary for Justice* [2019] 1 NZLR 335, at [55] and [56], and *Jamieson v Accident Compensation Corporation* [2022] NZACC 114, at [8].

² *London Scottish Benefit Society v Chorley* (1884) 13 QBD. 872 (30 May 1884).

Conclusion

[13] In light of the above considerations, the Court finds that there is no basis on which a costs order can be made in favour of Mr St Clair. This appeal is dismissed.

[14] I make no order as to costs relating to this appeal.

A handwritten signature in dark ink, appearing to read 'P R Spiller', is written over a faint, rectangular stamp. The signature is fluid and cursive.

P R Spiller
District Court Judge

Solicitors: Medico Law Ltd, for the Respondent.