

BETWEEN



LEGAL SERVICES BOARD

Applicant

SIMON GILLESPIE-JONES

Respondent

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APPELLANT'S CHRONOLOGY

Part I: Certification as to form

This chronology is in a form suitable for publication on the Internet.

Part II: List of principal events leading to the litigation

Date	Event
2005	The client was charged with serious sexual offences in 2005 ("the Charges").
mid-2006	The client first retained Mr Grey (the principal of Poulton Elliot & Grey) as his solicitor to defend him against the Charges. On that occasion, Mr Grey did not tell the client what professional charges and fees he would charge for his services or how they would be charged.
mid-2006 to 9 August 2006	Mr Grey discussed his fees and charges with the client, and he asked the client to get \$10,000 ready in cash.

FILED ON BEHALF OF: the Appellant

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9 August 2006	The client paid \$10,000 to Mr Grey, which was made up of a combination of cash and a cheque made out to cash.
15 August 2006 (approx)	The client paid a further \$11,700 to Mr Grey, by a combination of cheques and cash.
September 2006	Mr Grey briefed Mr Robert Richter QC to appear for the client at the committal hearing.
15 September 2006 (approx)	The client wrote a cheque in the amount of \$15,000 made out to Mr Richter QC and gave it to Mr Richter QC's clerk.
21 September 2006	Mr Richter was not briefed to appear after the committal and only charged \$6,600 for his services at the committal. Mr Richter QC's clerk refunded the balance of \$8,400 to Poulton Elliot & Grey. This amount was never refunded to the client.
9 August 2006 to November 2006	Mr Grey had appropriated \$30,100 of the money paid to him by the client because at that time, \$6,600 had been properly paid to Mr Richter, and the trust account of Poulton Elliot & Grey had a balance of \$1,890.66.
December 2006	Mr Grey briefed the Respondent to appear for the client in respect of the Charges. Mr Grey retained the Respondent as the principal rather than as agent for the client. The Respondent did not have a costs agreement made in accordance with the Act in respect of the legal services he provided.
11 December 2006	The Respondent first appeared in Court for the client.
18 December 2006 (approx)	The Respondent's clerk rendered a tax invoice in the amount of \$4,070 to Mr Grey. (Mr Grey paid that invoice on 8 January 2007.)
19 December 2006	The client made a payment of \$5,000 by direct internet transfer to Poulton Elliot & Grey's trust account, which bore a description inscribed by the client: " <i>Mic Grey & S Jones</i> ". (The substance of the client's evidence at the trial was that he was paying on account of any legal costs in relation to his defence, including " <i>everybody that was to come and help him</i> " in his defence.)
20 December 2006	The client made a payment of \$5,000 by direct internet transfer to Poulton Elliot & Grey's trust account, which bore a description inscribed by the client: " <i>Grey & S G Jones</i> ". (The substance of the client's evidence at the

	trial was that he was paying on account of any legal costs in relation to his defence, including "everybody that was to come and help him" in his defence.)
21 December 2006	The client made a payment of \$5,000 by direct internet transfer to Poulton Elliot & Grey's trust account, which bore a description inscribed by the client: "Grey & Sg Jones". (The substance of the client's evidence at the trial was that he was paying on account of any legal costs in relation to his defence, including "everybody that was to come and help him" in his defence.)
22 December 2006	The client made a payment of \$5,000 by direct internet transfer to Poulton Elliot & Grey's trust account, which bore a description inscribed by the client: "Grey & Simon *4". (The substance of the client's evidence at the trial was that he was paying on account of any legal costs in relation to his defence, including "everybody that was to come and help him" in his defence.)
23 December 2006	The client made a payment of \$5,000 by direct internet transfer to Poulton Elliot & Grey's trust account, which bore a description inscribed by the client: "Grey & Sg Jones5". (The substance of the client's evidence at the trial was that he was paying on account of any legal costs in relation to his defence, including "everybody that was to come and help him" in his defence.)
8 January 2007	Mr Grey paid the Respondent's tax invoice (in the amount of \$4,070) rendered on 18 December 2006.
12 January 2007	The client made a payment of \$5,000 by direct internet transfer to Poulton Elliot & Grey's trust account, which bore a description inscribed by the client: "Grey & Jones 6". (The substance of the client's evidence at the trial was that he was paying on account of any legal costs in relation to his defence, including "everybody that was to come and help him" in his defence.)
13 January 2007	The client made a payment of \$5,000 by direct internet transfer to Poulton Elliot & Grey's trust account, which bore a description inscribed by the client: "Grey & Jones 7". (The substance of the client's evidence at the trial was that he was paying on account of any legal costs in relation to his defence, including "everybody that was to come and help him" in his defence.)
19 February 2007	The Respondent's clerk rendered a tax invoice in the amount of \$14,790 to Mr Grey. (Mr Grey paid that

(approx)	invoice on 25 May 2007.)
23 March 2007 (approx)	The Respondent's clerk rendered a tax invoice in the amount of \$7,900 to Mr Grey. (On 25 May 2007, Mr Grey paid \$3,210 of that invoice, leaving an unpaid amount of \$4,690.)
23 April 2007 (approx)	The Respondent's clerk rendered a tax invoice in the amount of \$26,850 to Mr Grey. (Mr Grey did not pay that invoice.)
6 May 2007	The client made a payment of \$5,000 by direct internet transfer to Poulton Elliot & Grey's trust account, which bore a description inscribed by the client: " <i>Sgj via Grey *1</i> ". (The substance of the client's evidence at the trial was that he was paying on account of any legal costs in relation to his defence, including " <i>everybody that was to come and help him</i> " in his defence.)
7 May 2007	The client made a payment of \$5,000 by direct internet transfer to Poulton Elliot & Grey's trust account, which bore a description inscribed by the client: " <i>Sgj via M Grey *2</i> ". (The substance of the client's evidence at the trial was that he was paying on account of any legal costs in relation to his defence, including " <i>everybody that was to come and help him</i> " in his defence.)
8 May 2007	The client made a payment of \$5,000 by direct internet transfer to Poulton Elliot & Grey's trust account, which bore a description inscribed by the client: " <i>Sgj via M Grey *3</i> ". (The substance of the client's evidence at the trial was that he was paying on account of any legal costs in relation to his defence, including " <i>everybody that was to come and help him</i> " in his defence.)
20 April 2007	The client expected to be repaid some of the money he paid to Mr Grey, as he believed that he had paid Mr Grey more than his actual costs.
9 May 2007	The client made a payment of \$5,000 by direct internet transfer to Poulton Elliot & Grey's trust account, which bore a description inscribed by the client: " <i>Sgj via M Grey *4</i> ". (The substance of the client's evidence at the trial was that he was paying on account of any legal costs in relation to his defence, including " <i>everybody that was to come and help him</i> " in his defence.)
9 August 2006 to 9	At the time when Mr Grey received the money from the client, the client did not know what amounts had been

May 2007	sought to be charged by Mr Grey, the Respondent or any of the medical experts engaged on the client's behalf. The client never received an invoice or account from Mr Grey or the Respondent.
25 May 2007	Mr Grey paid \$18,000 to the Respondent in respect of the Respondent's outstanding tax invoice.
November 2007	The client had not received any of the invoices or memoranda of fees rendered by the Respondent, or any request for payment of his invoices.
14 January 2008	The Respondent lodged a fidelity fund claim with the Appellant claiming that he had suffered a pecuniary loss because of a default by Mr Grey.
19 October 2009	The Appellant resolved to disallow the Respondent's claim on the fidelity fund.

18 April 2013

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