



## HIGH COURT OF AUSTRALIA

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#### Details of Filing

File Number: P7/2025  
File Title: Gray v. Lavan (A Firm)  
Registry: Perth  
Document filed: Form 27B - Appellant's chronology  
Filing party: Appellant  
Date filed: 22 May 2025

#### Important Information

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IN THE HIGH COURT OF AUSTRALIA  
PERTH REGISTRY

BETWEEN:

**BRUCE NATHANIEL GRAY**  
Appellant

and

**LAVAN (A FIRM)**  
Respondent

### APPELLANT'S CHRONOLOGY

**Part I:** This chronology is in a form suitable for publication on the internet.

**Part II:**

<b>Date</b>	<b>Event</b>	<b>Reference</b>
<b>21/12/2004</b>	The University of Western Australia ( <b>UWA</b> ) commenced Federal Court proceeding WAD 292 of 2004 ( <b>WAD 292 Proceedings</b> ) against the appellant ( <b>Dr Gray</b> ) and others	CAB 8, SC[12]
<b>6/1/2005</b>	Dr Gray by accepting terms of engagement proposed by Bennett & Co in a letter dated 5 January 2005, retained Bennett & Co to act for him in the WAD 292 Proceedings and signed a costs agreement within the meaning of section 221 of the <i>Legal Practice Act 2003</i> with that firm ( <b>the Bennett &amp; Co Costs Agreement</b> ).	CAB 8, SC[13]
<b>6/1/2005 to 30/3/2006</b>	Bennett & Co acted for Dr Gray in the WAD 292 Proceedings and calculated its fees and rendered itemised invoices to Dr Gray in accordance with the Bennett & Co Costs Agreement	CAB 8, SC[14]
<b>30/3/2006</b>	Bennett & Co ceased to carry on business providing legal services	CAB 8, SC[15]
<b>4/4/2006</b>	The defendant ( <b>Lavan</b> ) employed the former principals and employees of Bennett & Co including Martin Bennett	CAB 8–9, SC[16]

<b>On or about 4/4/2006</b>	By an agreement evidenced by conduct (not constituting a costs agreement within the meaning of section 221(1) of the Legal Practice Act 2003) made between Dr Gray and Lavan, Dr Gray retained Lavan to act for Dr Gray in the WAD 292 Proceedings	CAB 8–9, SC[16]–[19]
<b>From 4/4/2006</b>	Dr Gray provided instructions to Lavan and Lavan provided legal services to Dr Gray in relation to the WAD 292 Proceedings, rendering invoices to Dr Gray	CAB 9, SC[18]
<b>On or about 25/9/2006</b>	By an agreement made orally, further or alternatively by conduct (not constituting a costs agreement within the meaning of section 221(1) of the Legal Practice Act 2003) between Dr Gray and Lavan, Dr Gray retained Lavan to provide legal services to Dr Gray in relation to Supreme Court proceeding CIV 2022 of 2006 commenced by Dr Gray against a third party ( <b>CIV 2022 Proceedings</b> )	CAB 9, SC[17], [19]
<b>From 25/9/2006</b>	Dr Gray provided instructions to Lavan and Lavan provided legal services to Dr Gray in relation to the CIV 2022 Proceedings, rendering invoices to Dr Gray	CAB 9, SC[17]
<b>On or about 6/11/2006</b>	By an agreement made orally, further or alternatively by conduct (not constituting a costs agreement within the meaning of section 221(1) of the Legal Practice Act 2003) between Dr Gray and Lavan Dr Gray retained Lavan to provide legal services to Dr Gray in relation to Supreme Court proceeding CIV 2275 of 2006 commenced by Dr Gray against a third party (CIV 2275 Proceedings)	CAB 9, SC[18], [19]
<b>From 6/11/2006</b>	Dr Gray provided instructions to Lavan and Lavan provided legal services to Dr Gray in relation to the CIV 2275 Proceedings, rendering invoices to Dr Gray	CAB 9, SC[18]
<b>Between 2006 or 2007 and 29/6/2008</b>	Payments were made to Lavan by on behalf of Dr Gray in relation to the invoices rendered by Lavan for the legal services provided to Dr Gray in relation to the WAD 292 Proceedings, the CIV 2022 Proceedings and the CIV 2275 Proceedings (together, <b>the Lavan Proceedings</b> )	CAB 9, SC[20]

<b>17/4/2008</b>	Judgment in the WAD 292 Proceedings was delivered and UWA was ordered to pay Dr Gray's costs of the proceedings	CAB 9, SC[22]
<b>After April 2008</b>	A dispute arose between Dr Gray and Lavan in relation to the Invoices ( <b>the Dispute</b> )	CAB 9, SC[3], [23]
<b>June 2008</b>	Lavan commenced proceedings against Dr Gray for recovery of unpaid fees. Dr Gray counterclaimed in respect of the services rendered to him and the extent of his obligation to pay the amounts claimed by Lavan	CAB 7, SC[3] ABFM at 58, 59
<b>29/10/2009</b>	UWA agreed to pay, and Dr Gray agreed to accept, the amount of \$2,500,000 in discharge of Dr Gray's claim against UWA for his costs of the WAD 292 Proceedings	CAB 9, SC[22]
<b>Around March 2015</b>	During negotiations between Dr Gray and Lavan to settle the Dispute, the parties agreed that Lavan would file certain bills of costs in relation to each of the Lavan Proceedings ( <b>the Bills</b> ) with the Supreme Court of Western Australia for taxation	CAB 9, SC[23] CAB 49, CA[65]
<b>16/09/2015</b>	The parties agreed to extend the time for Dr Gray to serve Lavan with a written notice of his intention to have the bills taxed and consent orders to this effect were made	ABFM at 22
<b>14/10/2015</b>	Dr Gray gave notice to Lavan of his intention to have the Bills taxed	CAB 9, SC[23]
<b>29/10/2015</b>	Lavan filed with the Supreme Court of Western Australia the Bills for taxation	CAB 9, SC[23]; CAB 49, CA[64]–[65] ABFM at 23, 30, 36
<b>13/7/2018</b>	Dr Gray and Lavan entered into a deed of settlement with respect to the Bills ( <b>2018 Settlement Deed</b> ) by which Lavan agreed to pay to Dr Gray the sum of \$900,000 (inclusive of costs and disbursements) ( <b>the Taxation Settlement Sum</b> ), representing the amount that would have been ordered to be refunded to Dr Gray by Lavan if there had been a taxation of the Bills	CAB 9–10, SC[24] CAB 36, 43, 49, CA[3], [31], [66] ABFM at 46, 69
<b>13/7/2018</b>	Lavan paid to Dr Gray \$300,000 by way of part payment of the Taxation Settlement Sum	CAB 11, SC[26]

<b>8/10/2018</b>	Lavan paid to Dr Gray \$300,000 by way of part payment of the Taxation Settlement Sum	CAB 11, SC[26]
<b>13/1/2019</b>	Lavan paid to Dr Gray the final \$300,000 tranche of the Taxation Settlement Sum	CAB 11, SC[26]
<b>December 2018</b>	Dr Gray commenced the current proceedings	ABFM at 83
<b>8/12/2022</b>	Judgment of Curthoys J in the Supreme Court	CAB 5
<b>16/12/2022</b>	Orders of Curthoys J in the Supreme Court	CAB 26
<b>27/01/2023</b>	Notice of Appeal	CAB 27
<b>28/11/2024</b>	Judgment of the Court of Appeal	CAB 33

Dated 22 May 2025



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