

**IN THE HIGH COURT OF THE COOK ISLANDS
HELD AT RAROTONGA
(CIVIL DIVISION)**

PLAINT NO. 19/18

BETWEEN DENNIS REGINALD WALKER
Plaintiff
**AND PACIFIC MARITIME HOLDINGS
INC.**
Defendant

Hearing dates: 22 March 2019; and 30-31 May 2019

Counsel: Mr W Rasmussen for Plaintiff
Mr B Mason for Defendant

Date of Minute: 18 February 2020

Judgment (No.1): 16 December 2019

Judgment (No.2): 23 March 2020

Judgment (No.3): 20 April 2020

**SUPPLEMENTARY JUDGMENT (NO.3) OF HUGH WILLIAMS, CJ
(Re. Costs)**

[0780.dss]

[1] In Judgment (No.2), the first judgment in this matter concerning costs, the defendant was awarded disbursements, being part of Hannay Law’s account, of¹ “(\$A3,375), plus \$A500 for the arrangements concerning Skype and half, \$A750, for their conferences with Mr Duffy” The total was given² as \$A5,125.

[2] Unfortunately, as Mr Mason, counsel for the defendant, properly pointed out in his memorandum of 14 April 2020, while the total allowance to the defendant for Hannay Law’s disbursements is correct at \$A5125, the total is incorrect. Reconsideration of the judgment shows one of the intended components was overlooked in the detail.


¹ At [21].

² At [28].

[3] What was intended was:

- (a) Allowing the whole of items 1-4 of Hannay Law's bill – \$A3,375;
- (b) Allowing half of item 6 on Hannay Law's bill – \$A500;
- (c) Allowing the whole of item 8 on Hannay Law's bill – \$A500;
- (d) Allowing half of item 10 on Hannay Law's bill – \$A750;
- (e) Total – \$A5,125.

[4] The oversight is regretted and is corrected by means of the "slip rule".



Hugh Williams, CJ