

## Short Minutes Transcript: Money, Money, Money – Itemised Costs

The solicitor was retained in a workers compensation matter. The client signed a costs agreement and later the matter was settled for \$300,000 inclusive of costs.

A few weeks after settlement the client received a letter from the solicitor with a tax invoice for costs and disbursements of \$74,000. She was not provided with an itemised bill. The client was advised by the solicitor that if she wanted an itemised bill, the costs would increase by \$31,000 to \$105,000 whereas if she accepted the lump sum bill she would receive a discount. The client accepted the lump sum bill.

The same client engaged another solicitor for a different matter. The new solicitor informed the client that he thought she had been overcharged regarding the workers compensation matter. The client commenced legal proceedings against the original solicitor.

Despite multiple requests the original solicitor would not provide an itemised bill without payment of the extra \$31,000. The matter proceeded to litigation.

The solicitor was ordered to produce the itemised bill and to pay the client's costs of proceedings on an indemnity basis.

The message is clear – solicitors have a professional obligation to comply with a request for an itemised bill. It is no defence to assert that the client should have asked for it earlier or that they should not have agreed to a lump sum bill payment.

I'm Malcolm Heath

Links to the case can be found below:

- [Lukic v de Luca-Leonard \[2017\] NSWSC 814](#)
- [Lukic v de Luca-Leonard \(No 2\) \[2017\] NSWSC 841](#)
- [Lukic v de Luca-Leonard \(No 3\) \[2017\] NSWSC 1074](#)