Neutral Citation Number: [2020] EWHC 1004 (Ch)

Case No: BL-2018-000544
BL-2018-002541
BL-2019-000304

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
BUSINESS LIST (ChD)
DERIVATIVE ACTION

7 Rolls Building
Fetter Lane
London EC4 1NL

Date: 28 April 2020

Before:

MR JUSTICE ZACAROLI

- -

Between:

(1) TONSTATE GROUP LIMITED **(2) TONSTATE EDINBURGH LIMITED** **(3) DAN-TON INVESTMENTS LIMITED** **(4) ARTHUR MATYAS**	**Claimants**
- and -	
(1) EDWARD WOJAKOVSKI **(2) TH HOLDINGS LIMITED** **(3) TONSTATE METROPOLE HOTELS LIMITED** **(4) SUMMERHILL CARDIFF LIMITED** **(5) TONSTATE (BOURNEMOUTH) LIMITED** **(6) TONSTATE (RETAIL) LIMITED** **(7) TONSTATE (ST ANDREW'S SQUARE) LIMITED** **(8) TONSTATE (STAPLE INN) LIMITED** **(9) TONSTATE (YEOVIL LEISURE) LIMITED** **(10) GLASGOW AIRPORT HOTEL HOLDINGS LIMITED** **(11) OVERSEAS HOLDINGS CAPITAL GROUP LIMITED** **(12) FIRSTSTAR LIMITED**	**Defendants**

Between:

EDWARD WOJAKOVSKI	**Petitioner**
- and -	
(1) ARTHUR MATYAS **(2) RENATE MATYAS** **(3) TONSTATE GROUP LIMITED** **(4) TH HOLDINGS LIMITED** **(5) OVERSEAS HOLDINGS CAPITAL GROUP LIMITED** **(6) RACHEL ELIZABETH ROBERTSON** **(7) BETCHWORTH CONSULTING LIMITED** **(8) PRAKASH RAITHATHA**	**Respondents**

Between:

(1) ARTHUR MATYAS **(2) RENATE MATYAS**	**Claimants**
- and -	
EDWARD WOJAKOVSKI	**Defendant**

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Andrew Fulton and Sam Goodman (instructed by **Rechtschaffen Law**) for the **Claimants** in claim no BL-2018-000544 and BL-2019-000304
Mo Haque QC (instructed by **Candey Limited**) for the **First Defendant** in claim no BL-2018-000544 the **Petitioner** in claim no BL-2018-002541 and **the Defendant** in claim no BL-2019-000304

Hearing date: 24 April 2020
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Approved Judgment

I direct that pursuant to CPR PD 39A para 6.1 no official shorthand note shall be taken of this Judgment and that copies of this version as handed down may be treated as authentic.

MR JUSTICE ZACAROLI

Mr Justice Zacaroli:

Background

1. This is an application for a debarring order made in the context of three related actions:

   i) Action number BL-2018-000544, a derivative action in which the claimants, principally Tonstate Group Limited ("TGL") and other companies in the Tonstate Group and companies in a related group known as "THH Group", seek the return of money wrongfully extracted from them by the first defendant, Mr Wojakovski (the "Main Action");

   ii) Action number BL-2019-000304, in which the claimants, Mr and Mrs Matyas, seek the rescission of transfers of shares in TGL made by them to Mr Wojakovski (the "Shares Claim"); and

   iii) Action number BL-2018-002541, an unfair prejudice petition in which Mr Wojakovski seeks various orders against Mr and Mrs Matyas and other entities in the Tonstate Group (the "Petition").

2. All three actions are being case managed together.

3. By way of very brief background, the Tonstate Group is a group of companies that have been involved in the property investment business for over a quarter of a century. Mr Wojakovski was formerly married to Mr Matyas's daughter. The entire group is effectively deadlocked, as a result of the current dispute between Mr Wojakovski (who is the beneficial owner of 50% of the group) and Mr Matyas (who, with his wife, is the beneficial owner of the other 50% of the group).

4. It is common ground that both Mr Matyas and Mr Wojakovski had, for some years, been extracting funds from the Tonstate Group without lawful authorisation. Mr Wojakovski contends that all of the extractions that he made were done with Mr Matyas' knowledge and consent. Mr Matyas denies this. In light of Mr Wojakovski's admission that the extractions made by him were done for the purpose of defrauding the revenue, I concluded (for reasons set out in a judgment dated 5 December 2019) that even if all the shareholders in the Tonstate Group had consented to the extractions, Mr Wojakovski's defence based on the *Duomatic* principle was bound to fail.

5. There being no other defence raised to the Main Claim, on 20 November 2019 I therefore granted judgment in the Main Action against Mr Wojakovski for the sum of £12,994,642.43, being the sum of the monies he admitted he had wrongfully extracted from the Tonstate Group companies. In addition an Account was ordered against him of all payments wrongfully extracted from the Tonstate Group companies. These orders were temporarily stayed.

6. Subsequently, Mr Matyas consented to an Account being ordered against him in the same terms as that ordered against Mr Wojakovski and consented to

repaying such amounts as he accepted he had wrongfully extracted from the companies. This was formalised in an order dated 16 January 2020, recording various matters either agreed or determined at a case management conference on that date. Among other things, in that order:

i) I directed a trial of the Shares Claim, along with the trial of certain claims made by Mr Wojakovski in the Main Action (the "Additional Claims");

ii) The Petition was stayed pending determination of the above claims;

iii) The stay on payment of the judgment debt owed by Mr Wojakovski was extended until 31 March 2020;

iv) Mr Wojakovski was restrained from dealing with any of the funds extracted from the Tonstate or THH companies or their proceeds;

v) Directions were given in relation to the taking of the mutual Accounts by Mr Matyas and Mr Wojakovski, including directions for disclosure.

7. The case management conference was restored for a further hearing on 2 March 2020. On that occasion:

i) The trial of the Shares Claim and the Additional Claims was listed for a hearing commencing on 18 June 2020 with a time estimate of 12 days, and directions were given for further disclosure, witness statements and other procedural matters relating to the trial;

ii) Mr Wojakovski was ordered to pay 85% of the total costs of (1) the case management conference held on 16 January 2020 and (2) the costs of all of the applications heard at the case management conference on 16 January 2020 or withdrawn by Mr Wojakovski. These costs were summarily assessed in the sum of £61,740.64. They were apportioned as to £23,152.74 in favour of TGL and as to £38,587.90 (plus VAT of £7,717.58) in favour of Mr Matyas. Those sums were payable by 30 March 2020.

iii) Mr Wojakovski was ordered to provide security for costs in respect of the defence of the sixth and seventh respondents to the Petition, in the sum of £135,244.90, such sum to be paid into court by 30 March 2020.

8. Mr Wojakovski has failed to pay any of the sums which fell due for payment by him on 30 March or 31 March 2020 (the judgment debt in the Main Action, the costs order of 2 March 2020 and the security for costs ordered on 2 March 2020).

The application for a debarring order

9. By an application notice dated 8 April 2020, Mr and Mrs Matyas and TGL (who I will refer to as "the claimants") applied (among other things) for an order that Mr Wojakovski be debarred from further participation in "the litigation" unless he discharges accrued costs orders.

10. In form, this was an application for an "unless" order. At the hearing, however, Mr Fulton, who appeared with Mr Goodman for the claimants, indicated that the claimants were now seeking an immediate debarring order in light of revelations made by Mr Wojakovski in evidence served on the day before the hearing.

11. It is common ground that the costs order dated 2 March 2020 was a final order and that Mr Wojakovski has failed to pay any of the sums due pursuant to it.

The law

12. The principles to be applied on an application to debar a party from participating in proceedings as a result of non-payment of costs orders were summarised by Sir Richard Field in *Michael Wilson & Partners Ltd v Sinclair* [2017] EWHC 2424 (Comm), at [29]:

> "(1) The imposition of a sanction for non-payment of a costs order involves the exercise of a discretion pursuant to the Court's inherent jurisdiction.
>
> (2) The Court should keep carefully in mind the policy behind the imposition of costs orders made payable within a specified period of time before the end of the litigation, namely, that they serve to discourage irresponsible interlocutory applications or resistance to successful interlocutory applications.
>
> (3) Consideration must be given to all the relevant circumstances including: (a) the potential applicability of Article 6 ECHR; (b) the availability of alternative means of enforcing the costs order through the different mechanisms of execution; (c) whether the court making the costs order did so notwithstanding a submission that it was inappropriate to make a costs order payable before the conclusion of the proceedings in question; and where no such submission was made whether it ought to have been made or there is no good reason for it not having been made.
>
> (4) A submission by the party in default that he lacks the means to pay and that therefore a debarring order would be a denial of justice and/or in breach of Article 6 of ECHR should be supported by detailed, cogent and proper evidence which gives full and frank disclosure of the witness's financial position including his or her prospects of raising the necessary funds

> where his or her cash resources are insufficient to meet the liability.
>
> (5) Where the defaulting party appears to have no or markedly insufficient assets in the jurisdiction and has not adduced proper and sufficient evidence of impecuniosity, the court ought generally to require payment of the costs order as the price for being allowed to continue to contest the proceedings unless there are strong reasons for not so ordering.
>
> (6) If the court decides that a debarring order should be made, the order ought to be an unless order except where there are strong reasons for imposing an immediate order."

13. In *Siddiqi v Aidiniantz* [2020] EWHC 699 (QB), Saini J, at [28] – [30], having cited Sir John Chadwick in *Crystal Decision (UK) Limited v Veatech Corporation* [2008] EWCA Civ 848 at [17]-[18], referred to a litigant not being able to continue with his or her claim without satisfying an existing and non-appealed costs order as the "working" or "default rule". If, however, a claimant could show that his or her Article 6 rights would be interfered with, then that would be a material, although not conclusive, consideration pointing against a condition requiring compliance with a costs order.

14. While these cases concerned non-payment of costs by a claimant, I can see no material distinction where it is a defendant who has failed to satisfy a costs order.

Mr Wojakovski's ability to satisfy the costs order

15. Mr Wojakovski contends that he is simply unable to pay the costs order. Until the day before the hearing, the evidence in support of this contention consisted of bare assertions to that effect in a witness statement of his solicitor.

16. In his 5th witness statement, dated 23 April 2020, Mr Wojakovski said "I currently have no money that I can legitimately use". He pointed out that the 16 January 2020 Order prohibits him from using funds that originated from the Tonstate Group or the THH Group and that the work completed by his solicitors since the date of that order in relation to the Account has clearly identified "for the first time" the extent to which the extracted funds have "infected" his bank accounts.

17. Mr Wojakovski was under an obligation to provide full disclosure in support of his Account by 14 February 2020, including all relevant bank statements. This disclosure obligation did not come out of the blue, but is to be seen in the context of numerous prior orders, and Mr Wojakovski's breach of those orders.

18. On 28 March 2019 Mr Wojakovski was ordered to provide, by 23 May 2019, schedules detailing all of the extractions made by him from either the Tonstate Group or the THH Group. On 24 May 2019, time for compliance with that order was extended until 21 June 2019. Mr Wojakovski failed to comply,

resulting in an order dated 7 October 2019 that unless he comply by 31 October 2019, his defence to the Main Action would be struck out. In the event, although Mr Wojakovski failed to comply with that order, his defence was struck out on the different basis that the *Duomatic* principle afforded him no defence, as I have indicated in paragraph 4 above. Mr Wojakovski had been under an obligation to provide disclosure in the Main Action by 31 October 2019. Such disclosure ought to have included bank statements relating to the extracted funds.

19. Mr Wojakovski's compliance with the order of 16 January 2020 was woefully inadequate. The extent of his failings is demonstrated by the annex to his witness statement dated 23 April 2020. In it, he identified numerous bank statements (both his personal accounts and accounts of certain companies owned by him). In most cases, no statements have been provided beyond January 2019 and Mr Wojakovski says merely that "steps are being taken to obtain any outstanding statements". In a number of cases, notably in respect of his Swiss bank accounts with UBS, Credit Suisse and Julius Baer, no statements have been provided at all.

20. The substantial gaps in disclosure of Mr Wojakovski's bank statements alone demonstrate that he has manifestly failed to provide "detailed, cogent and proper evidence which gives full and frank disclosure of [his] financial position", in the words of Sir Richard Field in *Michael Wilson & Partners Ltd v Sinclair* quoted above.

21. The claimants point additionally to the existence of a substantial property development in Israel, of which Mr Wojakovski retains a substantial interest. The claimants' evidence indicates that there are numerous apartments under development, being sold "off-plan" for prices ranging between £570,000 and £680,000, and that, of these, Mr Wojakovski is entitled to at least 3.8 apartments.

22. Mr Wojakovski's evidence is that there is a substantial development mortgage on the Israeli property (to which all land owners are parties) and a personal mortgage in the sum of approximately £1.2 million over his own part of it. He says that he is unable to obtain a second mortgage. He has provided, however, no evidence of the value of his equity interest in the development and he has made no attempt to realise that interest.

23. A party seeking to contend that a debarring order would be a breach of his Article 6 rights must also establish that he is unable to satisfy the costs order by raising funds. The claimants point in this respect to Mr Wojakovski's previous ability to raise funds from a company called Maxima Corporate Holdings. In his recent witness statement Mr Wojakovski explains that this was a company incorporated to enable his parents to invest some of their money in the Tonstate Group. Since his father's death, only his mother has an interest in the company. As recently as January 2020 he obtained a loan from Maxima, having asked his brother whether he could do so. He says that he now owes Maxima about £700,000, but that his mother relies on the funds in Maxima to fund her living and care expenses. He says: "I simply cannot ask to borrow more funds. They have already been depleted enough". He has

provided no details of Maxima's financial position. His evidence clearly fails, therefore, to establish that he could not raise further funds from Maxima.

24. It is clear, in my judgment, that Mr Wojakovski has failed to provide detailed, cogent or proper evidence either of his financial position or of his inability to raise funds from others.

25. Mr Haque QC's principal submission is that the Court ought to be satisfied that Mr Wojakovski is unable to pay the costs order because he has been forced to use tainted funds (that is, the proceeds of his wrongful extractions from the Tonstate Group) in order to fund his everyday expenses, in breach of the proprietary injunction contained in the order of 16 January 2020. He submitted that the fact that these breaches are ongoing demonstrates that there are no other sources of funds.

26. I reject this submission. As I have already indicated, the authorities are clear that it is for a party who wishes to rely on his inability to pay a costs order to demonstrate that fact clearly on proper evidence. It is far from sufficient for that party to say, in effect, you can trust my word that I have no available funds because I am so desperate for funds that I am knowingly, and in breach of the Court's order, using funds that belong to the claimants. The Court does not generally rely solely on the word of a defaulting party that he has insufficient funds. A fortiori, it should not do so where the defaulting party admits to being in deliberate breach of a proprietary injunction.

27. On the contrary, Mr Wojakovski's breaches of the Court's orders (including breaches of prior orders, as noted above) are part of the "procedural behaviour of the defaulting party" (per Saini J in *Siddiqi*, above, at 30(iv)) that is a relevant consideration in support of the making of a debarring order.

28. In January 2020 Mr Wojakovski told the Court that he had clean, non-tainted, funds available to him. He now says that he realises that was not true, and that since the 16 January 2020 Order he has been funding his personal expenses from rental income from properties in Scotland that were purchased with funds he wrongfully extracted from the Tonstate Group. He accepts that he is continuing to use this source of income. In his witness statement dated 23 April 2020 he said that "it was in preparing the statement that the position became clear to me", and he apologised for breaching the Court's Order. In granting the injunction contained in the 16 January 2020 Order, I specifically noted that if it turned out that Mr Wojakovski was unable to source any funds other than those which belonged in equity to the claimants, then he was not shut out from applying to seek a variation to the injunction. No such application has ever been made.

29. The claimants also point to the fact that in March 2019 Mr Wojakovski's Counsel expressly told the Court that his previous solicitors, Mishcon de Reya, were <u>not</u> being paid from funds extracted from the Tonstate Group. Mr Wojakovski confirmed that fact in a witness statement. He now accepts, however, that was not true, and that Mishcon de Reya were paid £2.9 million from funds extracted from the Tonstate Group. In his recent witness statement, he said that he believed at the time that the funds used to pay

Mishcon de Reya, which originated from his Bank of Singapore account, were clean, and it is only as a result of his current solicitors' diligent work that he has appreciated the true position. On 27 December 2017, however, Mr Wojakovski had informed HMRC that funds he had extracted from the Tonstate Group were put into his account in the Bank of Singapore. While this does not rule out the possibility that there were other 'clean' funds in the Bank of Singapore which he believed had been used, his recent explanation raises more questions than it answers. In light of what Mr Wojakovski told HMRC, it is incumbent on him to provide a proper explanation as to why he felt able to tell the Court in March 2019 that no extracted funds had been used to pay his solicitors.

30. Mr Haque QC said that the claimants could hardly rely on the fact that Mr Wojakovski had paid his former solicitors with extracted funds, since the claimants had also paid their former solicitors with funds extracted by Mr Matyas. As Mr Fulton pointed out, however, Mr Wojakovski's case at the relevant time was that the funds extracted by Mr Matyas were lawful and had been done with his (Mr Wojakovski's) agreement. The two are, therefore, not comparable.

31. As to Mr Wojakovski's ability to raise funds from other sources, Mr Haque QC relied on a matter raised for the first time in Mr Wojakovski's statement dated 23 April 2020. He there referred to a BVI registered company called Empire Property Services Limited ("Empire") which is jointly owned by him and Mr Matyas. Empire was involved in a transaction that refinanced a loan relating to a retail shopping centre in Germany. Its profit from the transaction was in excess of EURO 2.6 million. In November 2014 Empire loaned TGL £1.6 million, repayable after five years. In November 2019, therefore, the loan fell due for payment. With accrued interest, the sum due was in excess of £2 million. Mr Wojakovski claims that he only remembered that this loan was outstanding upon viewing the 1.8 million documents uploaded by the claimants to the disclosure platform. He contends that it is a straightforward matter for TGL to repay that loan and for Empire to pass the proceeds to its shareholders by way of dividend. That would result in Mr Wojakovski receiving something in the order of £1 million.

32. Mr Haque QC submitted that, in light of this recent disclosure, the question of Mr Wojakovski's ability to raise funds from third party sources can be by-passed. I disagree. For the reasons I have already set out, it is for Mr Wojakovski to establish that he is <u>unable</u> to raise funds from other sources and he has failed to do that. The evidence as to possible funding via Empire does not assist him. In any event, there is no evidence as to Empire's financial circumstances. I was told that it had been struck off the register in the BVI. I have no way of knowing whether Empire would be in a position to pay a dividend to its shareholders or in what amount such a dividend could be paid. These are matters which it is for Mr Wojakovski to explain and he has not done so. It is plainly insufficient to raise this issue for the first time on the day before the hearing of the application for a debarring order.

Other considerations

33. I have already noted that Mr Wojakovski's breaches (including deliberate breaches) of the Court's orders are a relevant consideration in determining whether to make a debarring order. A further relevant consideration is whether the claimants have an alternative means of enforcing the costs order. Given Mr Wojakovski's failure to provide full and frank disclosure of his assets, it is not possible to identify an alternative means of enforcing the costs order. All of the non-cash assets that Mr Wojakovski has identified (such as real property and art work) were purchased with the funds extracted from the Tonstate and THH Groups and therefore are the property of the claimants. So far as his cash assets are concerned, the lack of disclosure of bank statements means that it is so far not possible to identify which, if any, bank balances constitute clean funds. It does not necessarily follow, from Mr Wojakovski's evidence that his accounts are "infected" with the extracted funds, that the whole of each and every credit balance in his numerous bank accounts is the proceeds of money wrongfully extracted from the Tonstate Group. In the absence of full disclosure being provided by Mr Wojakovski, however, it is impossible for the claimants to identify assets against which they could execute the costs order.

34. There was no submission made on behalf of Mr Wojakovski, at the time that the costs order of 2 March 2020 was made, that it was inappropriate to make the order before the conclusion of the proceedings, and it was not suggested on the hearing of the application for a debarring order that such a submission ought to have been made.

35. In light of all the circumstances summarised above, I conclude as follows:

    i) Mr Wojakovski has failed to discharge the burden of establishing that the effect of a debarring order would be to deny him access to justice and/or a breach of Article 6 of the ECHR;

    ii) As such, the default position is that he should be allowed to continue to contest the relevant proceedings (as to which see further below) only on the condition that he pays the costs order;

    iii) Upon considering all the circumstances, I find no reason to depart from that default position. I take into account in this regard, in particular, the multiple defaults in compliance with Court orders I have summarised above, the failure to provide full details of his bank accounts notwithstanding the disclosure obligation in the Account proceedings and the continuing deliberate breach of the injunction of 16 January 2020.

    iv) Accordingly, I conclude that this is an appropriate case in which to make a debarring order against Mr Wojakovski.

36. Contrary to Mr Haque QC's submission, I do not regard the relatively small amount of the costs order (compared to the judgment debt owing by Mr Wojakovski in a sum of nearly £13 million) as a material factor to weigh in the balance in his favour.

37. Nor do I accept that I should dismiss the application for a debarring order because the claimants' motive in seeking it is to avoid having to provide an account of extractions made by Mr Matyas from the Tonstate Group. Mr Matyas consented to an order for an account, has provided an account (acknowledging that in various respects, where he is unable to verify matters, there will need to be further investigation) and has paid back the sums that he accepts he took without lawful authorisation. It is true that Mr Wojakovski has made numerous objections to Mr Matyas's account, contending that Mr and Mrs Matyas have between them wrongfully received far greater sums than revealed by Mr Matyas's Account. Mr Matyas has, however, provided responses to these objections. I am clearly not in a position to determine the issues that have so far been raised by both parties in relation to the Accounts. It follows that I can make no findings as to the motives of Mr Matyas.

Form of the debarring order

38. The claimants seek an order that Mr Wojakovski be debarred from defending and/or prosecuting all of the three related actions. Mr Haque QC contends that Mr Wojakovski cannot be debarred from defending the Shares Claim because the costs order was made in the other actions and there is no power to debar a party from defending one action by reason of non-payment of a costs award in another action.

39. Neither party was able to locate any authority on this point but as a matter of principle it seems to me that Mr Haque's general proposition is correct. Mr Fulton did not seek to persuade me otherwise, but contended, first, that the costs order was made in respect of all three actions and, second, that in any event the three actions are so closely related that it is artificial to treat them as separate actions.

40. As to the first point, it is true that the case management conference, to which the costs order related, was held in respect of all three actions. It is also true, however, that the bulk of the matters that were debated at that case management conference, and all of the individual applications which gave rise to the costs order, related to the actions other than the Shares Claim. So far as the Shares Claim is concerned, the only substantive issue raised was as to the timing of the trial, and whether it should be determined separately from other matters. As a matter of substance, I consider that the costs which Mr Wojakovski was ordered to pay pursuant to the costs order made on 2 March 2020 related, save as to a de minimis amount, to the actions other than the Shares Claim.

41. As to the second point, there is force in Mr Fulton's contention that although there are three separate actions they are being case managed together in order to reflect the reality that they are primarily concerned with an overarching

dispute between Mr and Mrs Matyas and Mr Wojakovski. Nevertheless, I am not persuaded that it justifies a debarring order in relation to the Shares Claim.

42. There is, as it seems to me, an important distinction between the Shares Claim and the claims brought in the other actions. The latter are concerned with the dealings by Mr Matyas and Mr Wojakovski in the assets of the companies within the Tonstate Group, namely the amount of the extractions wrongfully made by each of them; the extent, if any, of any agreement between them as to those extractions; and the question whether there was any indemnity by Mr Matyas in favour of Mr Wojakovski in relation to them.

43. The Shares Claim, in contrast, is a claim brought by Mr and Mrs Matyas to deprive Mr Wojakovski of shares in TGL which he has held for a number of years.

44. The numerous past (and continuing) defaults by Mr Wojakovski to which I have referred above, relate principally to the Main Action, the Additional Claims and the Account proceedings.

45. I also take into account that Mr Matyas was himself guilty of having wrongfully extracted very substantial sums of money from the Tonstate Group over many years, albeit he has accepted responsibility to repay those sums and submitted to an Account in order to identify the total amount he is required to repay.

46. It is undoubtedly the case that Mr Wojakovski's current financial difficulties are caused in part by the fact that he does not have any clear-cut claim to 50% of the shares in TGL while the Shares Claim is unresolved. Those shares are worth (as Mr Matyas himself accepts) a substantial sum.

47. In all the circumstances, I consider that it would not be proportionate to debar Mr Wojakovski from defending the Shares Claim. Accordingly, I will order that the debarring order relates to Mr Wojakovski's participation in the Main Action (including the Additional Claims) and the Petition, but not the Shares Claim.

48. Mr Haque QC contends that, if a debarring order is to be made, it should be made on an "unless" basis, as requested in the Application Notice. Mr Fulton contends that there are strong reasons for making an immediate debarring order. He relies in particular on Mr Wojakovski's past and continuing breaches of the Court's orders. I have, as noted above, taken these breaches into consideration in making a debarring order. I am not satisfied, however, that they provide sufficiently strong reasons to make the barring order immediate. I take into account in this regard the fact that the costs order fell due for payment on 30 March 2020, so the period of default is less than a month. Given that I am not satisfied on the evidence produced by Mr Wojakovski that he is unable to access funds to pay the costs order, I propose to permit him a final chance to do so, and will order that unless he pays the costs order within 14 days of the date of the Order made on handing down this judgment, he shall be debarred from defending.