Forgery: General Principles, Practice and Procedure

Elizabeth Wark

Three Doctor Johnson's Buildings

ewark@3djb.co.uk

clerks@3djb.co.uk/020 7353 4854

This seminar will consider forgery in two respects. First, in the narrow sense. That is, where a 'legal instrument' is procured and used by a person, typically acting with dishonest intent for their own gain, to induce another to accept it as genuine. Many examples abound in the field of probate, but there is wide cross-application to other areas too. Second, in a broader sense. That is, where material relied upon by a party to litigation, such as bank statements or video/audio files, has been manipulated and is then presented to the court as genuine.

General principles and useful practical points, including relevant procedural steps/rules, will be discussed and specific consideration will be given to the recent High Court decision, Face v. Cunningham (2020) EWHC 3119

Duration: 1 hour.

Parameters

- Definition? Somewhat context specific.
- Criminal Vs. Civil.
- Criminal: Forgery & Counterfeiting Act 1981 c.45
  - **S.1 The Offence of Forgery**

    "a person is guilty of forgery if he makes a false instrument, with the intention that he or another shall use it to induce somebody to accept it as genuine, and by reason of so accepting it to do or not to some act to his own or any other person's prejudice"

  - **S.8 Meaning of 'Instrument'**

    .(1) Subject to subsection (2) below, in this Part of this Act "instrument" means—

    (a) any document, whether of a formal or informal character;

    (b)any stamp issued or sold by ***[****F13a postal operator****];***

    (c) any Inland Revenue stamp; and

    (d) any disc, tape, track or other device on or in which information is recorded or stored by mechanical, electronic or other means.

    (2)A currency note within the meaning of Part II of this Act is not an instrument for the purposes of this Part of this Act.

  - **S.9 Meaning of 'False'**

    (1) An instrument is false for the purposes of this Part of this Act—

    (a) if it purports to have been made in the form in which it is made by a person who did not in fact make it in that form; or

    (b) if it purports to have been made in the form in which it is made on the authority of a person who did not in fact authorise its making in that form; or

    (c) if it purports to have been made in the terms in which it is made by a person who did not in fact make it in those terms; or

    (d) if it purports to have been made in the terms in which it is made on the authority of a person who did not in fact authorise its making in those terms; or

    (e) if it purports to have been altered in any respect by a person who did not in fact alter it in that respect; or

    (f) if it purports to have been altered in any respect on the authority of a person who did not in fact authorise the alteration in that respect; or

    (g) if it purports to have been made or altered on a date on which, or at a place at which, or otherwise in circumstances in which, it was not in fact made or altered; or

    (h) if it purports to have been made or altered by an existing person but he did not in fact exist.

Parameters

- Civil
  - No statutory definition e.g. Section 24 of the Bills of Lading Act 1882
    - ”*provides that where a signature on a bill is forged or placed on it without the authority of the person whose signature it purports to be, the forged or unauthorized signature is wholly inoperative, and no right to retain the bill, enforce it or discharge it can be acquired through or under that signature...the word forgery is not defined in the Act. Under the Forgery Act 1961 the placing of an unauthorized signature on a bill was not a forgery. The position changed by the Forgery Act 1913, superseded by the Forgery and Counterfeiting Act 1981...*”
    - “*This obvious departure...has had an important implication regarding the analysis of the nature of a signature made by an agent who abuses the authority to sign his principal’s name on bills*”
    - Chitty on Contract 33rd Ed. Chapter 34 Bills of Exchange and Banking Section 1 Negotiable Instruments
  - Chitty gives an example of a case prior to the coming in of the 1913 Act where an agent had authority to draw cheques on his principals account. It was held that the fraudulent misuse of that authority did *not* render the cheques forgeries. A case decided after the 1913 Act was in place did render that same activity as a forgery.

Parameters

- Oxford Dictionary:
  - *Forge*
    1. *Make or shape...*
    2. *Create...*
    3. ***Produce a fraudulent copy or imitation of (a banknote, work of art etc.)***
  - *Derivatives: Forgeable, Forger, forgery.*
  - *Origin: From Latin fabricare, to 'fabricate' or fabrica 'manufactured object, workshop'*
- Takeaway points
  - No statutory definition in the civil jurisdiction.
  - The criminal definition is not cited in judgments but presumably a reference point.
  - Definition has changed over time – see Chitty example.
  - Absence of fixed definition may matter.

Parameters

Related doctrines (within Civil Law)

- Undue Influence
- Duress
- Unconscionable Dealing
- ‘Fraud’

Wills – Frequently Disputed on Ground of Forgery

- Why?
  - The testator has by definition passed and therefore cannot advance any case.
  - Range of ways the testator may approve or sign, open to abuse or conjecture.
    - ”*As a general rule, even where signature is required by statute and for solemn documents, a manual signing is not essential; any form in which a person affixes his name, with intent that it shall be treated as his signature is sufficient....a will may be signed by another guiding the testator's hand, or by a stamp or by the testator's mark, whether or not the testator can write, partial signature initials or initialed seal”* Phipson on Evidence 19th Edition, Chapter 40 ‘Authorship and Execution, Attestation, Ancient Documents, Connected and Incorporated Documents, Alterations and Blanks, Registration, Stamps etc.’ Section 1 Genuineness, Authorship and Execution (b) Private Documents (iii) Mode of Signature

Wills – Validity

Section 9 of the Wills Act 1837 (as amended)

No will shall be valid unless—

(a) it is in writing, and signed by the testator, or by some other person in his presence and by his direction; and

(b) it appears that the testator intended by his signature to give effect to the will; and

(c) the signature is made or acknowledged by the testator in the presence of two or more witnesses present at the same time; and

(d) each witness either—

(i) attests and signs the will; or

(ii) acknowledges his signature, in the presence of the testator (but not necessarily in the presence of another witness) but no form of attestation shall be necessary.

Wills – Challenge to Validity

- *There are five principal grounds to challenge a will:*
  - *Want of due execution*
  - *Lack of the necessary mental capacity;*
  - *Lack of knowledge and approval of the will;*
  - *Undue influence; and*
  - ***That it is a forgery or fraud***
  - Butterworths Wills Probate and Administration Service, Division G Contentious Matters, Chapter 2 Disputes Over the Will, Validity of the Will.

Wills – Valid Signature/Approval

- *Barrett v. Bem (2012) EWCA Civ 52*
- Facts
  - A case was advanced that a valid will was executed when the testator made a will on the day of his death and signed it with a shaking hand which was steadied by his sister, X - "*the guided hand signature*". This was in the presence of X's daughter, Hanora.
  - X was the sole beneficiary under the will.
  - Hanora sought to rely on it as valid.
  - Notably, Hanora's evidence was initially that the testator signed himself. This changed, so that she asserted he signed with the assistance of X.
- Outcome
  - Vos J in the High Court determined that the will had been validly executed, not by X guiding the testator's hand but rather *"X signed the will at (the testator's) direction"* and therefore determined the will was valid.
  - Lewison LJ for a unanimous Court of Appeal found, to the contrary, the will was not valid, because of the absence of positive, confirmatory conduct by the testator towards X. Rather, *"the court should not find that a will has been signed by a third party at the direction of the testator unless there is positive and discernible communication (which may be verbal or non-verbal) by the testator that he wishes the will to be signed on his behalf by the third party"* [Para 36].
- Demonstrates the somewhat blurred lines at play. *Barrett* is an authority for invalidity on the basis of want of approval/direction by the testator but when considering the circumstances, *Hanora's evidence*, originally, was that the testator signed *himself*. Vos J expressly found, against this, that *it was X* who signed the document.
  - Looking against the working definition of forgery, an instrument presented as genuine when it is not, this appears to edge towards that.
  - E.g. see Section 9 (a) – (f) of the Forgery & Counterfeiting Act 1981 c.45.

Wills – Presumption of Due Execution

- "*There is no absolute necessity for positive evidence of due execution in order to enable the court to pronounce for a will...The presumption that everything was properly done (omnia rite et solemniter esse acta), arises whenever a will, regular on the face of it and apparently duly executed, is before the court, and amounts to an inference, in the absence of evidence to the contrary, that the requirements of the statute have been duly complied with.. Probate judges have been long accustomed to give great weight to the* ***presumption of due execution*** *arising from the regularity, on its face, of the testamentary paper produced where no suspicion of fraud has occurred*" Williams, Mortimer and Sunnucks – Executors, Administrators and Probate 21st Edition, Part 2 – Executors and the Admission of Wills to Probate, Chapter 9: The Formal Validity of Wills & Privileged Wills, Section C the Presumption of Due Execution of a Will.

Wills – Forgery as Non-Compliance With Statute

- There is not a positive definition of forgery to be found in the Wills Act 1837. An allegation that a will is ‘forged’ might be interpreted as an allegation that it does not comply with the mandatory requirements of S.9 of the Act e.g. because it was not signed by the testator but was signed (i.e. forged) by another party, contrary to S.9(a), or it was not signed by an attesting witness, but rather was signed (i.e. forged) by another party ,contrary to S.9(d).
- A less common type of forgery may be that whilst the signatures of the testator and the witnesses are genuine, the terms of the will itself have been amended.

Standard of Proof & Concept of Inherent Improbabilities

- Civil standard of proof
  - More likely than not to have been a forgery.
- However, fraud is a serious allegation. Thus, *"cogent evidence is required to justify a finding of fraud or other discreditable conduct.. This principle reflects the court's conventional perception that it is generally not likely that people will engage in such conduct"* Mr Justice Andrew Smith in *Fiona Trust v. Privalov (2010) EWHC 3199* [Para 1438].

Standard of Proof & Concept of Inherent Improbabilities

Described by Lord Nicholls of Birkenhead in *Re H (Minors) (Sexual Abuse: Standard of Proof)*

"*The balance of probability standard means that a court is satisfied an event occurred if the court considers that, on the evidence, the occurrence of the event was more likely than not. When assessing the probabilities the court will have in mind as a factor, to whatever extent is appropriate in the particular case, that the more serious the allegation the less likely it is that the event occurred and, hence, the stronger should be the evidence before the court concludes that the allegation is established on the balance of probability. Fraud is usually less likely than negligence. Deliberate physical injury is usually less likely than accidental physical injury...Built into the preponderance of probability standard is a generous degree of flexibility in respect of the seriousness of the allegation*" [reference]

Standard of Proof & Concept of Inherent Improbabilities

- A somewhat difficult concept – is this a heightened standard by another name?
- Lord Nicholls addressed this in *Re H* "*Although the result is much the same, this does not mean that where a serious allegation is in issue the standard of proof required is higher. It means only that the inherent probability or improbability of an event is itself a matter to be taken into account when weighing the probabilities and deciding whether, on balance, the event occurred. The more improbable the event, the stronger must be the evidence that it did occur before, on the balance of probability, its occurrence will be established. Ungoed-Thomas J. expressed this neatly in In re Dellow's Will Trusts [1964] 1 W.L.R. 451 , 455: "The more serious the allegation the more cogent is the evidence required to overcome the unlikelihood of what is alleged and thus to prove it.*"

Wills Case Law

- **Supple v. Pender (2007) EWHC 829 (Ch)** before Mr Peter Leaver QC
- **Facts**
  - Testator, Leonard, died on 26th February 2004 aged 77. After his death a document came to light entitled 'Last Will and Testament' which purported to be Leonard's will.
  - Claimant- testator's son, Stephen, asserted the will was a forgery and that the testator died intestate.
  - Defendant – testator's daughter, Lynda, asserted that the will was genuine
- **Outcome**
  - The case turned on the credibility of the Defendant's witness, Mr Tandy.
  - Mr Peter Leaver QC determined that he could not accept the evidence of Mr Tandy, stating also that he would make no finding as to the identity of the forgerer "I have also concluded that the will was a forgery and that neither the signatures on the will which purport to be Leonard's signature are, in fact, Leonard's signature. I do not propose to speculate as to why it was forged or when or how the document came into existence" [Para 64]
  - Further, "*I started my consideration of the evidence in this case, from the position that all things are presumed to have been done properly. In other words, that I should presume that the Will had been executed properly. That is the starting point in any case in which it is contended that a document has not been properly executed. At most, however, it provides a rebuttable presumption. For the reasons stated above I have concluded that any presumption in favour of the due execution of the Will has been rebutted"*
  - There was an argument between counsel as to who bore the burden of proof but the Judge did not comment on that question "It follows from my findings that, if the burden had been on Stephen to prove that the Will was a forgery, I would find in his favour. On the other hand, if the burden had been on Lynda to prove that the Will was Leonard's Will before I could pronounce for it in solemn form, she would have failed to discharge the burden on her".

Wills Case Law

- ***Haider v. Syed (2013) EWHC 4079 (Ch)*** before Barling J.
- Facts
  - The Will purports to have been made by the testatrix, the late Mrs Naseem Syed Khan ("Naseem") in "Bombay" (Mumbai) on 25 December 2005 in the presence of three witnesses.
  - Naseem died in July 2008
  - If it weren't for the will, Naseem would have died intestate
  - On the basis she died intestate (before an argument put forward about the will), letters of administration were granted to her husband, who subsequently died.
  - The Claimant – Naseem's nephew who sought revocation of the existing grant to the husband on the ground it had been made on an incorrect statement namely that Naseem died intestate when she in fact made the will
  - The Defendant – denied the validity of the will and claims Naseem's signature was forged
  - A one issue case – whether the testatrix's signature was a forgery
- Outcome
  - Counsel agreed during the course of the hearing that the burden rested with the Defendant. Mr Machin, counsel for the Defendant, "*accepted that given the serious nature of the allegation of forgery the legal burden of proving that the signature on the Will was forged rested on the Defendant. He also accepted that cogent proof is required from the party making an allegation of forgery, albeit that the civil standard viz the balance of probabilities still applies*"
  - Naseem did not sign the Will, her signature was found to be a forgery.

Wills Case Law

- ***Haider v. Syed (2013) EWHC 4079 (Ch)***
- "*Mr Charles Machin of counsel, who appeared for the Defendant, accepted that given the serious nature of the allegation of forgery the legal burden of proving that the signature on the Will was forged rested on the Defendant. He also accepted that cogent proof is required from the party making an allegation of forgery, albeit that the civil standard viz the balance of probabilities still applies*" [Para 10]/

Wills Case Law

- ***Re Brunt (Deceased) 2020 EWHC 1784 (Ch)*** before Master Teverson
- Facts:
  - 'Dean' died aged 25 in 2007.
  - Claimant – Dean's uncle by marriage. Sought to rely on two testamentary documents dated 2nd March 1999 (and 'found' in June 2018), asserting these were duplicate wills.
  - First Defendant – Dean's Mother. Asserted the documents were forged and that Dean therefore died intestate.
  - Second Defendant – Dean's elder brother. Also asserted the documents were forged and that Dean therefore died intestate.
  - Complex facts.
- Outcome:
  - The Judge determined the wills were not a forgery.
  - Most important aspect is Judge's comment as to whom the burden of proof fell in case where forgery was alleged, "*The Defendants accept that that the legal burden of proving that the will is a forgery rests on them. In Haider v Syed [2014] WTLR 390 this was accepted by counsel for the party alleging a signature on the will was forged in view of the serious nature of the allegation. The issue of where the burden of proof lay was left open in Supple v Pender [2007] WTLR 1461 . In my judgment, in the circumstances of the present case, where the will has been produced over ten years after Dean's death and is alleged to have been signed in his presence and at his direction but not by him, convincing evidence is needed to defeat the allegation that the will is a forgery. The evidential burden is on the Claimant* [Para 73].

Wills Case Law

- ***Face v. Cunningham & Kaethner (2020) EWHC 3119 (Ch)*** before HHJ Hodge QC
- Facts:
  - Testator Mr Charles Face died aged 73 on 2nd October 2017 leaving three adult children.
  - Claimant – daughter Rebecca, who asserted she found her father's lost will dated 7th September 2017 "the 2017 will".
  - Under the 2017 will, Rebecca was bequeathed with the testator's "*whole estate and residence*", minus a series of small gifts to the testator's grandchildren by his two other children (the defendants, Rowena and Richard).
  - First Defendant – daughter, Rowena, asserts the 2017 will was a forgery and that the testator died intestate.
  - Second Defendant – son, Richard, also asserts that the 2017 will was a forgery and testator died intestate but also pursues the enforcement of a separate written agreement that one of testator's two properties was settled on protective trusts.
- Outcome
  - Evidence of the attesting witnesses rejected
  - "*the 2017 will is a forgery which has been concocted by Rebecca*"
  - The Judge found that there had been collusion between the attesting witnesses and Rebecca
  - Referred to the CPS

Wills Case Law

- In light of *Face* upon whom does the burden lie?

I do not accept that the burden is on a person alleging forgery to establish that fact (albeit to the civil, rather than the criminal, standard of proof). It is a formal requirement of the validity of a will that (amongst other things) it is in writing, it is signed by the testator (or by some other person in his presence and by his direction) and it is duly witnessed. It therefore seems to me that the burden must rest on the party propounding a will to establish that it has been validly executed and witnessed. That is one of the formal requirements for proof of a will. I can well understand that where a will is challenged on the grounds of fraud or undue influence, the burden is on the party asserting that; but where the forgery of a will is alleged, then the ultimate burden of proving that the will is not a forgery must rest on the party propounding the will, as part of the formal requirements of proving that the will was duly executed by the testator and was duly witnessed. It seems to me that Haider v Syed is no authority for the proposition that the burden of proof rests on a party alleging that a will is forged because the position was in no way challenged in argument in that case. A concession was made by Mr Machin (of counsel); and Mr Flavin (also of counsel) did not take any issue with it. (It was, of course, not in the interest of his client for him to do so.)

Wills Case Law

- Does that conflict with the presumption of due execution?
- Does that conflict with previous authority
  - *Haider* which suggested the burden fell to the party alleging forgery, as was conceded by counsel for the Defendant.
  - *Brunt* did suggest that there was a two stage process in the judicial analysis:

  *" In my judgment, **in the circumstances of the present case**, where the will has been produced over ten years after Dean's death and is alleged to have been signed in his presence and at his direction but not by him, convincing evidence is needed to defeat the allegation that the will is a forgery. The evidential burden is on the Claimant"*
- Does that conflict with the notion in civil litigation that 'he who asserts must prove'?
- Did the Judge in *Face* need to give a view?
- Clarity is needed
  - May need a Court of Appeal decision

Practical Considerations in Cases of Forgery

- Professional/ethical considerations
  - **CD1 You must observe your duty to the court in the administration of justice [CD1].**
  - **CD3 You must act with honesty, and with integrity [CD3]**
  - **CD5 You must not behave in a way which is likely to diminish the trust and confidence which the public places in you or in the profession [CD5]**
- Allegations which are not made out, depending on circumstances and the way the case was pursued may make representatives open to judicial and professional criticism (e.g. when a case of forgery is vigorously pursued without *prima facie* evidence).

Practical Considerations in Cases of Forgery

- Costs
  - For costs purposes, forgery is a species of fraud.
  - If allegations of fraud are made and the allegations fail at trial the general approach is that the party who made the allegations will be ordered to pay costs on an indemnity basis.
  - Part 44 CPR deals with costs.
  - The court does retain complete discretion as to what costs are ordered against whom and whether it is on a standard or indemnity basis. Thus there *may* be factors which, notwithstanding the failure of the claim in fraud, render indemnity costs inappropriate.
- Other side of this point - if meeting a case of forgery rather than making it, one can make it plain that costs on an indemnity basis would be sought in the event the allegation fails.

Practical Considerations in Cases of Forgery

- Criminal prosecution
  - *R v. Clemo (2014) EWCA Crim 1525*
    - The appellant was convicted at Newport Crown Court on 11th May 2011 of using a false instrument with intent, contrary to section 3 of the Forgery and Counterfeiting Act 1981 . She was sentenced to a fine of £1,000 and ordered to pay £7,500 towards the prosecution costs. She was of previous good character.
    - The appellant appealed her conviction on the basis of fresh evidence. Though successful, demonstrates that criminal convictions possible.
  - *Patel v. Patel (2017) EWHC 3229 (Ch)*
    - The parties were two brothers, the Claimant sought to rely on a will dated 2005 made by the parties' mother, the testatrix ('the 2005 will'). The Defendant asserted this was a forgery and placed reliance on a will dated 1986 ('the 1966 will'). The 2005 will was found to be a forgery. The Claimant was found to have knowingly given false evidence to the court and was later sentenced to prison for contempt of court.

Practical Considerations in Cases of Forgery

- Estoppel
  - "*A party may by his own conduct be precluded from pleading that his purported signature is a forgery*"
    - *Leach v. Buchanan (1802) 4 Esp 226* the acceptance of a firm was forged on a bill. Before purchasing the bill, the holder inquired whether the acceptance was genuine and the firm assured him that it was. It was held that the firm was estopped from alleging subsequently that the acceptance was forged.
    - *Greenwood v. Martins Bank (1933) AC 51* a husband came to know that his wife had forged his signature upon several cheques but did not inform the bank until the death of his wife, which occurred 8 months after he became aware of the forgeries. This delay caused the bank to lose its right of action against the wife thus the husband was estopped from alleging the signatures were not his own.
    - Chitty on Contracts 33rd Ed. Volume II – Specific Contracts, Chapter 34 Bills of Exchange and Banking Section 1 Negotiable Instruments

Procedural Points

- CPR r.31.19

(1) A party shall be deemed to admit the authenticity of a document disclosed to him under Part 31 (disclosure and inspection of documents) unless he serves notice that he wishes the document to be proved at trial.

(2) A notice to prove a document must be served –

(a) by the latest date for serving witness statements; or

(b) within 7 days of disclosure of the document, whichever is later.

Procedural Points

- CPR r.57.5 Lodging of testamentary documents and filing of evidence about testamentary documents

(1) Any testamentary document of the deceased person in the possession or control of any party must be lodged with the court.

(2) Unless the court directs otherwise, the testamentary documents must be lodged in the relevant office

(a) By the claimant when the form is issued and

(b) By a defendant when he acknowledges service.

(3) The claimant and every defendant who acknowledges service of the claim form must in written evidence

(a) describe any testamentary document of the deceased of which he has any knowledge or, if he does not know of any such testamentary document, state that fact, and

(b) if any testamentary document of which he has knowledge is not in his possession or under his control, give the name and address of the person in whose possession or under whose control it is or, if he does not know the name or address of that person, state that fact

(4) unless the court directs otherwise, the written evidence required by paragraph (3) must be filed in the relevant office –

(a) by the claimant, when the claim form is issued; and

(b) by a defendant when he acknowledges service.

(5) Except with the permission of the court, a party shall not be allowed to inspect the testamentary documents or written evidence lodged or filed by any other party until he himself has lodged his testamentary documents and filed his evidence.

Procedural Points

- CPR r.57.7 Contents of Statement of Case

(1) The claim form must contain a statement of the nature of the interest of the claimant and of each defendant in the estate.

(2) If a party disputes another party's interest in the estate he must state this in his statement of case and set out his reasons.

(3) Any party who contends that at the time when a will was executed the testator did not know of and approve its contents must give particulars of the facts and matters relied on.

(4) Any party who wishes to contend that –

(a) a will was not duly executed;

(b) at the time of the execution of a will the testator lacked testamentary capacity; or

(c) the execution of a will was obtained by undue influence or fraud, must set out the contention specifically and give particulars of the facts and matters relied on

Procedural Points

- Expert evidence
- Part 35 of the CPR or Part 25 of the FPR
  - Graphologists
    - Need not be scientists of have formal training. Traditionally concerned with the identification of character traits from handwriting analysis.
  - Forensic document examiner
    - Considered more of a clinical and scientific field of expertise. Frequently have trained with police etc. Often also analyse inks, pigments and composition of paper and other writing materials.
    - *'The rise and rise of will forgery actions'* Jordan Holland, PCB 2015 1, 37-43.

A Different Example

- *Rapisarda v. Colladon (2014) EWFC 35* Sir James Munby
- Hundreds of divorces issued and granted involving Italian nationals said to be residing in England. Therefore the court was dealing with the applications, and entertaining jurisdiction, on the basis of their habitual residence.
- 180 applications were spread across 137 different courts. Lead to the introduction of divorce centres we see now.
- “Detective Sergeant Steven Witts of Thames Valley Police, whose witness statement is dated 4 March 2014, confirms that Flat 201 was not a residential property or, indeed, a property capable of occupation. It was in fact a mail box, mail box 201, one of a number of mail boxes located in commercial premises. As the investigating officer in charge of the police investigation, Detective Sergeant Jonathan Groenen, mordantly commented in his witness statement dated 29 October 2013, “It is not possible for 179 applicants or respondents to reside at this address.” Indeed, given the dimensionsof the mail box it is clear that not even a single individual, however small, could possibly reside in it” [Para 34]

Manipulation of Audio/Video Files

- Family context
- First issue is often one of covert recording
  - Case on principles
- Example – an audio recording from the Father in which the Mother is said to have threatened to kill the child. Taken covertly, bugged the phone such that it recorded whilst Mother had it in the same room as her. Various alarming features in the case.
- Directions
  - Witness statement from the party seeking to rely on it explaining circumstances.
  - Seek the original audio or video file.
  - Expert Part 25 – Cost? Delay?
  - Advice to client about risk of making the allegation when it is then not proven

END

Thank you for attending.