

IN THE HIGH COURT OF JUSTICE  
KING'S BENCH DIVISION  
LIVERPOOL DISTRICT REGISTRY  
**[2025] EWHC 1155 (KB)**

Case No. KB-2024-LV-000002

Liverpool Civil and Family Courts  
35 Vernon Street  
Liverpool  
L2 2BX

28 March 2025

Before:

THE HONOURABLE MR JUSTICE SOOLE

B E T W E E N:

ROYAL & SUN ALLIANCE INSURANCE LIMITED

Claimant

- v -

GAIL AVRIL HAMBLETT  
GRAHAM HAMBLETT

Defendants

Mr William Rankin (instructed by DWF Law LLP) appeared on behalf of the Claimant  
Mr Paul Diamond (instructed by Waldrons Solicitors) appeared on behalf of the Defendants

JUDGMENT

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MR JUSTICE SOOLE:

1. By Claim Form dated 23 November 2023 the Claimant insurance company (RSA) applies for the Court to find that each of the Defendants Mr and Mrs Hamblett is guilty of contempt of court in respect of written and oral evidence given by them in the court proceedings in the Liverpool County Court claim number H27YJ515 brought by Mrs Hamblett against Liverpool Wholesale Flowers Limited (LWF).
2. In that action Mrs Hamblett, a self-employed florist, claimed damages against LWF, a wholesale supplier of flowers in respect of personal injury and loss arising from her fall at its premises in Liverpool on 30 May 2018. The claim alleged that she had slipped on a pool of water and claimed damages in negligence and/or under the Occupiers Liability Act 1957. LWF denied liability and disputed the presence of any pool of water. By a reserved judgment delivered on 23 January 2023 following a two-day trial, Mr Recorder Knifton KC dismissed the claim and found it to have been fundamentally dishonest within the meaning of CPR 44.16 and s.57 Criminal Justice and Courts Act 2015.
3. The decision on fundamental dishonesty was founded on the Judge's decision that Mrs Hamblett had produced a 'doctored invoice' in support of her claim. As presented to the Court by Mrs Hamblett, and supported by evidence from her and her husband, this purported document was an invoice from LWF delivered to her shop a few days later which claimed £139.80 for the alleged cost of 'broken flowers' said to have been damaged in the course of her fall.

4. The Judge accepted the evidence of LWF's principal, Mr Ben Appleton, that he had rendered no such invoice or charge; and that the purported invoice was in fact a tampered version of an ordinary invoice dated 25 August 2017 from LWF to Mrs Hamblett for the sale and purchase of the itemised flowers for the sum of £139.80.
5. As to the facts of the claim, the Judge rejected the evidence of Mr and Mrs Hamblett that there had been a pool of water on the floor. In the light of evidence from other witnesses, the Judge held that, whilst carrying a large box of flowers and with her vision obscured, Mrs Hamblett had simply stumbled into a display bucket of flowers. He held that LWF had no liability for this accident and the claim was accordingly dismissed.
6. By RSA's Particulars of Claim in this contempt application, it is alleged that in respect of their evidence on the disputed invoice, Mr and Mrs Hamblett each (i) knowingly made a false statement in a document verified by a statement of truth, namely in each case in their respective witness statements; and (ii) by giving false oral evidence at the trial, interfered with the administration of justice.
7. By Order of Turner J dated 18 July 2024 following a hearing which Mr and Mrs Hamblett did not attend and were not represented, RSA was granted permission pursuant to CPR 81.3(5) to make the application against each of them.
8. Thereafter Mr and Mrs Hamblett have wisely exercised their right to obtain legal aid and have instructed solicitors and Counsel Mr Paul Diamond to represent them on this substantive hearing.

### The law

9. There is a technical distinction in law between the allegations of contempt based on (i) false statements in documents verified by a statement of truth and (ii) interference with the course of justice by false statements on oath when giving oral evidence: cf. e.g. Aviva Insurance Limited v. Nazir [2018] 1296 (QB) at [5]-[8]. However the overlap in the present case is so close that Counsel have rightly agreed that the same test should apply in each case.
10. The agreed test that RSA must satisfy in order to establish any of the alleged contempts against Mr and Mrs Hamblett is that:
  - (a) the statement in question (whether oral or written) was false;
  - (b) the statement has, or if persisted in would be likely to have, interfered with the course of justice;
  - (c) at the time it was made the maker of the statement (i) had no honest belief in the truth of the statement and (ii) knew of its likelihood to interfere with the course of justice.
11. Each of those ingredients must of course be established to the criminal standard of proof.
12. Mr Rankin also pointed to guidance in respect of the approach to a case based on circumstantial evidence. In particular he cited the observations of Warby J (as he then was) in Liverpool Victoria Insurance Company Limited v. Yavuz [2017] EWHC 3088 (QB) at [20]: *I accept the submission of Mr Gersch that I should apply the established approach of the criminal law. I should decide which of the strands of evidence relied on I accept as reliable, and which if any I do not. I must then decide what conclusions*

*I can fairly and reasonably draw from any strands of evidence I do accept, and which if any I do not. I should not engage in any guesswork or speculation. The ultimate question is whether I have been made sure of the defendant's guilt. To reach that point I must be persuaded that, on the view of the evidence that I take, I can reject all realistic possibilities consistent with innocence, and infer guilt: see, for instance, R v G & F [2012] EWCA Crim 1756 [2013] Crim LR 678 [36]-[37].*

#### The evidence at trial

13. By his directions order dated 5 April 2022 Deputy District Judge Taylor made orders for disclosure of documents by 3 May 2022 and for exchange of witness statements by 5 July 2022. Mrs Hamblett's disclosure list did not include any reference to the invoice on which she later relied. Her witness statement dated 11 July 2022 set out her account of the accident and continued at [58]-[60]: *'I also fell into the flower display and caused damage to some flowers; however, this cannot be seen from the photographs. Not long after my accident, I received a bill from Liverpool Wholesale Flowers Ltd for damaged flowers which I had caused when I slipped and fell over. I do not understand how the photographs provided by the Defendant do not show any water, flower petals or other items on the floor, given that is what I slipped on and the Defendant has billed me for damaged flowers.'*
14. Mr Hamblett's witness statement, also dated 11 July 2022, gave his account of the accident and concluded at [21]: *'Not long after the accident, the Defendant sent Gail a bill for the damage caused to the flowers during the accident. I opened this letter and remember being astonished at its content, especially given Ben had made no effort to contact Gail to see how she was doing. The bill was for about £28 which I did pay to avoid any arguments.'*

15. Mr Appleton's witness statements for the trial made no such reference.
16. The solicitors for Mrs Hamblett subsequently served a Part 18 request on the solicitors for LWF. The relevant questions and replies dated 23 September 2022 are as follows:  
*'19. Within your witness statement you state the accident occurred when the Claimant tripped over buckets of flowers and fell causing her to sustain injuries. Given you say she tripped over buckets of flowers and fell, please confirm if the Claimant caused any damage to any flowers/flower buckets/displays. If so, please confirm the damage caused.'* This was answered: *'Surprisingly no'*. Then: *'21. Following this accident, did you invoice/charge/bill the Claimant for any damage caused to the flowers, flower displays and/or flower buckets?'* This was answered *'No'*.
17. The trial was ordered to be heard in a window between 5 and 23 December 2022 but was ultimately listed to start on 3 January 2023.
18. By email to LWF's solicitors dated 2 December 2022, Mrs Hamblett's solicitors provided the questioned invoice to which Mr and Mrs Hamblett had referred. The email stated in particular: *'Please see the invoice sent by your client to the Claimant. The invoice specifically refers to 'broken flowers' and is dated the day of the accident. It also has a detailed breakdown of exactly what flowers were 'broken' as a result of this accident. This of course raises serious credibility questions of your client. He has signed a statement of truth to the Part 18 questions and has specifically stated in response to questions 19 and 20, no damage was caused to any flowers/flower buckets/displays. The Defendant has also confirmed, with a statement of truth, that he did not invoice the Claimant for any damage caused to the flowers/flower displays/flower buckets, yet the Claimant has disclosed evidence to the contrary... Your client has signed a statement of truth to answers that are proven to be false. We will*

*raise this issue of dishonesty and an attempt to mislead the Court by the Defendant, at the upcoming trial.'*

19. The document is headed as an Invoice from LWF; gives the address 'Edge Lane, Liverpool'; in manuscript is addressed to 'Gail', dated '30.5.18'; and then sets out, under the printed headings of Quantity, Description, Unit Price and Total, a list of flowers totalling £139.80. Against the word 'Description' is the manuscript 'Broken flowers'. The foot of the document has a torn or damaged section. At that date LWF's premises were no longer at Edge Lane, having moved in mid-January 2018 to Liverpool Flower Quarter, Unit 15, the Food Hub, Electric Avenue, Liverpool L11 0ED.
20. The email of 2 December 2022 and its enclosure were passed on by LWF's solicitors to Mr Appleton.
21. At the outset of the trial on 3 January 2023, Counsel for LWF applied to adduce the evidence of a number of documents which Mr Appleton had found, he said, on 29 December 2022. These were provided in intended rebuttal of Mr and Mrs Hamblett's evidence about the questioned invoice. The Judge granted the application. In the course of argument the Judge had noted: *'I'm rather surprised the document hadn't been located earlier, particularly since the significance of it was appreciated in the Part 18 requests which were made of the defendant and which, when I read the papers, appeared to produce the rather surprising response that there was no damage to any other flowers and no invoice had been raised....And I was struggling to understand before the events I've been told about this morning how on earth the defendant was going to meet the evidence that there was in fact an invoice for, on the face of it, damage*

*to other flowers, which appeared to confirm what the claimant and her husband were saying’.*

22. The first group of documents thus produced contained Invoice 17442 said to have been supplied by LWF to Mrs Hamblett on 25 August 2017, together with a handwritten daily total sheet and a copy bank statement showing payments into the company’s bank account. Invoice 17442 is identical to the questioned invoice, save that it does not contain the words ‘Broken flowers’ nor any date in the relevant box. At the location of the damaged section at the foot of the questioned invoice is the invoice number 17442. The address at the head of the document is the address of the company’s premises in August 2017, i.e. Edge Lane.
23. The second group of documents contained Invoice number 27512 for flowers said to have been supplied by LWF to Mrs Hamblett on 25 May 2018, together with the handwritten daily total sheet and bank statement. The heading showed the company’s new address at Unit 15.
24. The third group of documents contained Invoice number 27600 for flowers supplied by LWF to Mrs Hamblett on the day of her accident, namely 30 May 2018. This again had the new address on the document; and in contrast to the address on the questioned document.
25. In her evidence in chief at the trial, Mrs Hamblett agreed that she had recently read her witness statement and that it was accurate and truthful to the best of her knowledge. In cross-examination and questions from the Judge she denied that the questioned writing on the broken flowers invoice was hers or her husband’s. She said that, when visiting her in hospital, her husband told her that the invoice had been delivered to the shop by



a driver on behalf of LWF. Mr Hamblett had paid the sum claimed. When asked why it had taken until so late to find the invoice, she said that it had been put into the loft, to which neither she nor he could gain access because there was no ladder. She had to pay for a builder to come and put in a loft hatch with an extendable ladder. That work was not completed until the end of November 2022. Only then was she able to go into the loft and get the invoice. She had always known that it was up there in her handbag. Neither she nor anyone on her behalf had damaged the foot of the document or otherwise altered or defaced it. She stated: *'It is not a lie. It doesn't matter how you try and twist it or how many theories you have. That was brought to my premises and given to my husband. I don't know how Ben's done it or if he's whatever, but I haven't altered anything on that invoice'*.

26. In his evidence in chief, Mr Hamblett was asked to look at his witness statement and responded that his eyesight was not good and he had not brought his glasses with him. In answer to questions from the Judge, he stated that he had last read his witness statement the previous night, had done so with his glasses, and was happy with its contents then.
27. In cross-examination, he stated that the invoice had been hand-delivered by a driver named Tommy. It was in a white envelope. He paid it there and then, in cash. He thought it was £39. Making payment in this way was not a one-off, but a regular occurrence. He paid Tommy 'every other time he delivered flowers to us on a cash basis'. Challenged about the references on the invoice to £139.80 and in his witness statement to paying £28, he said that he had paid whatever was the sum required and without question. He denied that he or his wife had doctored the invoice or that he was now lying about the matter to support his wife in her claim.

28. For the purpose of these contempt applications, Mr Appleton made a witness statement dated 16 November 2023. He states that on 7 December 2022 the solicitors conducting the defence on behalf of his company and RSA as its insurers, forwarded the purported invoice which had been supplied with the email of 2 December 2022. The solicitors asked him for an explanation of the document and informed him that Mrs Hamblett's solicitors were alleging that his Part 18 reply had been dishonest in this respect. The pressure of work meant that he was unable to respond properly until the break between Christmas and New Year. He knew that the invoice was not genuine and so went about trying to establish that. In order to do so he needed to obtain historical company records from his accountant but these were in storage. These were obtained and he began the exercise of working backwards from the date of the accident to try and identify where Mrs Hamblett had obtained the invoice.
29. In his statement and further evidence in chief, Mr Appleton explained his working practice in relation to invoices. Customer orders were taken using a handwritten invoice in triplicate. The top copy was white and was given to the customer. The middle copy was yellow and was given to a member of staff to collate the order. On this middle copy there was some sort of protective blanking which had the effect that the prices charged to the customer were not on that copy. This was for reasons of confidentiality. The bottom copy was pink and was kept by him and his accountant for VAT reconciliations. At the end of each working day, he would write out a list of all the invoices raised, total them and calculate the amount of money received by way of cash, cheque, transfers and card payments. Any expenses would be deducted from the total and the remaining cash balance would then be paid into the company bank account.

The proportion of cash payments was very much greater in May 2018 than at the present time. Mrs Hamblett's practice was to pay by cash.

30. From his searches, he had located documents relating to 3 transactions involving sales of flowers to Mrs Hamblett.
31. The first group began with a top copy white invoice number 17442 setting out a sale of flowers in the sum of £139.80. This was the document which was identical to the purported invoice, save as to the words 'Broken flowers' and the insertion of the date 30 May 2018. He had himself written all the entries on the document, including 'Paid' followed by his initials BA. He had inserted no date. The address at the top was LWF's previous premises at Edge Lane, Liverpool. The second document was his daily calculation sheet dated 25 August 2017 which included an entry identifying 'Gale' (*sic*) as the customer, the invoice as number 17442 in the damaged area of the questioned invoice and that the payment was £139.80. It also showed the total cash banked for that day as £1249.99. The final document was a bank statement for his account showing payment in of that sum on that date.
32. The second group of documents was in respect of a sale of flowers to Mrs Hamblett on 25 May 2018. The white invoice was number 27512 and the total sale £109.80. The address at the head was the new premises at Unit 15. He had again inserted no date in that section. However his daily reconciliation sheet and bank statement in the same way identified the transaction with Mrs Hamblett on that date, the cash total for that date and the payment into the bank account.
33. The third group of documents was in respect of the sale of flowers to Mrs Hamblett on 30 May 2018, i.e. the sale which preceded her accident on the premises that day. The

white invoice was number 27600 and the total sale £291.30. The address at the head was again that of the new premises. He had again not inserted the date. However his daily reconciliation sheet and bank statement in the same way identified the transaction with Mrs Hamblett on 30 May 2018, the cash total for that date and the payment into the bank account.

34. He confirmed his previous evidence that Mrs Hamblett had not damaged any flowers in the course of her accident and that he had not invoiced her for any damaged flowers after the accident. He had not torn off any part of invoice 17442 nor inserted the date nor the words 'broken flowers'.
35. He said that when orders were made by customers for delivery to the premises, his delivery driver would have been given the white copy which would then be handed to the customer. The driver would only take cash, not having at that time a portable card machine. He accepted that customers purchasing and taking away flowers from the premises would occasionally leave their white invoice behind. However they would usually put it in their pockets, because they needed it for their own accounts. He disagreed that it was common for white sheets to be dropped in error.
36. Counsel for Mr and Mrs Hamblett, Mr Paul Diamond, suggested that there would be a chance for the driver to take advantage of a customer, having found a white copy invoice and use it to take cash from the customer. Mr Appleton responded that to do that the driver would have to find a white copy invoice that was not marked 'Paid'. If a white copy invoice was given to the paying and collecting customer at the premises, it would be so marked. He had never had any such trouble with drivers. He was grateful that the people who had worked for him had been honest.

37. Mr Diamond then suggested that his driver Tommy might have dishonestly produced the doctored invoice and obtained money on that basis. This allegation had not been made before and Mr Appleton denied it.
38. Mr Appleton agreed that he had previously been in partnership with his brother Nathan and denied that his brother had been barred from being a director. Nor as far as he knew had his brother had any difficulties with the Inland Revenue, nor had Tommy been ‘answerable’ to his brother.
39. Asked as to his reaction when he saw the documents supplied in December 2022, Mr Appleton stated that on receiving it he knew it had been altered. The first thing he had noted were the words ‘broken flowers’ and the date, neither of which were his writing. The wrong address was not the first thing that he had noticed. He knew that it was a doctored invoice. He agreed that it did come across as a very amateur attempt to alter the document.
40. In re-examination, Mr Appleton stated that he was 100% certain that the questioned document was the invoice 17442 rendered on 25 August 2017. He had not directed Tommy to take that document to Mrs Hamblett. The suggestions about Tommy were complete fabrication.

#### Mrs Hamblett’s evidence

41. The directions order of HH Judge Graham Wood KC dated 17 October 2024 and made at a hearing attended by Mr and Mrs Hamblett and Counsel on their behalf, in each case by telephone, included directions for disclosure and for witness statements to be served by 4 pm on 30 January 2025. The order continued that oral evidence would not

be permitted from any witness whose statement had not been served or had been served late, save with permission from the court.

42. Neither Mr nor Mrs Hamblett served any witness statement. However each wished to give oral evidence at the hearing and I granted them permission to do so.
43. In her evidence in chief, Mrs Hamblett was taken to her witness statement made for the trial and stated that she stood by the truth of its contents. Questioned further about the disputed invoice she said that following the accident she had been in hospital. While she was there her husband came to see her and told her that Tommy had brought this document to the shop and had said that they had to pay for broken flowers.
44. When she returned from hospital on the Saturday, the invoice was on her table in the dining area of their home. She said that her husband was the type of person who would not have debt; so she did not need to be told that he had paid on the invoice because he would just have paid it.
45. She had looked at the invoice and was quite surprised to see ‘broken flowers’ at the top of it. However, from what she knew of Mr Appleton, he was very ‘money-oriented’ and she was not surprised. She put the invoice in a file in her old handbag and then her son put the handbag in the loft.
46. The reason for the late production of the invoice was because there was no loft ladder. She and her husband were unable to get into the loft because the access was too narrow for them; and their son was not there. They had to engage builders to come and make a larger hole for access and to provide an extendable loft-ladder. They were under pressure from their solicitors to produce this invoice so they had to pay for these

building works to be done. Her father-in-law had made the arrangements with the builders.

47. Mrs Hamblett said that their occupation of their home was precarious because it was owned by her husband's aunt. She had allowed them to live there but when her claim failed and they began to get letters from bailiffs and suchlike, she had told them to leave and they became homeless. In consequence they had received no correspondence from the Court. Any letters to their home were returned to sender by the aunt on the basis that they were no longer living at that address.
48. As to her solicitors for the claim, they had been instructed on a no win no fee basis. However on the morning of the trial, when the new documents were produced, they wanted to walk out. They had not warned her of exposure to costs. She felt very let down by them.
49. Mrs Hamblett stated that her evidence on the invoice was true as was that of her husband. Her husband was a truthful man. If he had told her a lie about receipt of the invoice, she would have known it.
50. In cross-examination she said that they had been allowed to go back to their home in April/May last year; but had subsequently been told to leave and then allowed back in September. It was only then that the aunt told her that she had received a lot of letters from the Court. She did not remember being served with documents at the house on 14 May. Her sister-in-law had said that someone had come round with bundles. When told that she was not Gail Hamblett the man said "of course you're not" and left. On a previous occasion she had been getting out of her car in Sutherland Drive and a man served her with a pack of letters; she could not remember the date. Those letters were

the first time that committal was mentioned. She spoke to her solicitors for the claim and they could not help. She went to the Citizens Advice Bureau who gave her a list of solicitors but none of them said they could help. She had not been made aware that criminal legal aid was available in committal proceedings.

51. On 17 October 2024 Mr and Mrs Hamblett had attended the directions hearing by telephone and were told to keep themselves available for a trial between January and March. They gave the solicitors all the information they had. They did not ask her to make a statement; nor was she aware of the directions that had been given on 17 October about statements. She left everything to the solicitors and was awaiting instructions as to what to do next. The solicitor told them that he had all the statements in his pack. She put her trust in the solicitors. She had prepared the witness statement for the claim and the solicitors had typed it up and put it into paragraphs.
52. She had not been told about the hearing starting yesterday. I interpose that her solicitors accept that they had failed to do so.
53. She continued that the previous solicitors for the claim had been lackadaisical all the way through. Some 10 minutes before going into Court she was presented with the new documents. She was totally knocked sideways and could not process it.
54. As to the Part 18 questions, the solicitors had drafted these. They had kept pressing her to provide the invoice. They have not said that they would use it to discredit Mr Appleton. That was not something she wanted.
55. As to the transactions with his company, she was familiar with the invoice process and would leave with a white copy. However on occasions she had come away without the white copy invoice.



56. As to the disputed invoice, Mrs Hamblett said that she was not suggesting that Mr Appleton had made up that invoice himself. On the day of the trial when she was being cross-examined, she couldn't make sense of it all.
57. She then said that on the morning of the trial, her solicitor had asked if it could have been something that Tommy had done. At that time she could not comprehend how he could do something like that. They had a good working relationship with Tommy.
58. It was only afterwards that she thought that the invoice must have fallen in Tommy's van and that he had decided to pull a fast one. She had concluded this because there was no other explanation. Only two people had dealt with the invoices, namely Mr Appleton and Tommy. It was a good few weeks after coming home that she thought that Tommy was the explanation for the broken flowers invoice.
59. When she was out of hospital, she was initially in too much pain to think about the invoice or contact Mr Appleton. By then the invoice had been paid. She did not want to speak to Mr Appleton because she was disgusted that he had not even made a phone call to her after the accident. She wanted no more contact with him.
60. The disputed document was kept separate, because she appreciated it was something unusual. As she had said in cross-examination at the trial "it was kept separate from everything else because I was so astonished it had been sent".
61. As to the absence of the document from her disclosure list, she knew that the document was important and where it was, but she could not get up into the loft. By then her son had moved to Ireland, so he could not go up there and get it. The closer the case came to trial, the more the solicitors were wanting it. In consequence the loft work was done.

62. As to her solicitors e-mail of 2 December 2022, she had not known about that until it was read out today in court. If she had known that an email was to be sent, she would have asked him to word it a bit better.
63. She did not remember the Judge referring to the potential significance of the documents when the application was made at the start of the trial to put these in. On the day of the trial she was aware that it was being suggested that she was dishonest in respect of the invoice. She had not lied about it. It would have been the stupidest thing to jeopardise a case by a lie about an invoice for £139.
64. In re-examination she stated that she had no intention of discrediting Mr Appleton. That was not what the claim was about. The invoice issue had been an unfortunate development. She had been totally unaware of her solicitor's tactics. Her husband was not stupid. He had run his own business for 20 years.
65. In his evidence in chief Mr Hamblett confirmed that he stood by the truth of the witness statement he had made for the trial. He was now 61. His health was not good. He suffered from heart disease and other things including depression. He had twice tried to take his own life. His wife was now his carer, cleaning and looking after the house and feeding him. At this point he exhibited clear distress.
66. As to invoices, normally his wife would have dealt with all these matters. Numerous bills had to be paid. He was not the person who looked after things like that. He had made payments over the years, so there was nothing unusual about him making payment: 'I did not challenge, I just paid'.
67. The disputed invoice had been delivered by Tommy. He thought he had asked Tommy how much it was. He had not paid a lot of attention to the paperwork. He did not see

anything on the document apart from the figure to be paid. It was only afterwards that he had seen what had been written on it.

68. His witness statement had referred to the sum of £28, because that was the figure in his mind. He could not now recall the figure. He was 100% certain that he paid the money to Tommy. He had known him a long time and had no reason to question it.
69. In cross-examination, he stated that it was not until a few months after receipt and payment of the invoice that he was told what was written on it apart from the figure. He did not look to see what else was written until he came to court for the trial of the claim. He did not appreciate that it was an unusual invoice when Tommy gave it to him. He happened to be in the shop when Tommy came. Although his wife was in hospital, the shop was not closed. Their son and daughter were running it. He was not a florist. He could not run the shop. He could stand there to sell flowers but he could not make them. He would be able to see the difference between £28 and £39 and must have given Tommy £139. He just paid as a normal invoice.
70. It came as a bit of a surprise that the new documents were being asked to be used as evidence. They did not keep stuff from years back. His witness statement had been prepared by the solicitors after sitting down and going through it with him face-to-face.
71. Taken to his cross examination at the trial about his reaction on receipt of the invoice from Tommy, he did not recall that evidence, but was not saying that he did not say it. Asked which version was correct, he said it was the evidence that he had given at the trial. When asked why he had given different evidence today, he asked what was different about that evidence. There was nothing untoward about the invoice.

72. As to his witness statement where he stated that he ‘opened this letter and remember being astonished at its content’, he thought he was more astonished that he got a bill so quickly. It was a normal bill. If it had ‘broken flowers’ on it, he would have said so. Even if he had known of those words, he would have paid the invoice anyway.
73. He had run a business for some 28 years, but had not been able to do so for the last couple of years. He was not running the business in May 2018. At that time he was unemployed and under the doctor. He had been told to keep himself occupied and to give himself something to do by helping his wife.
74. He denied that he had lied about the invoice. He had paid Tommy the money on the day, as he had paid him many times before. It was not a one-off. He said: ‘I tell the truth. We don’t lie’.
75. As to the work on the loft, this was not done specifically in order to retrieve the document. They had booked builders to deal with the general problem of access. He agreed that his father had not dealt with the builders, because he had died in October 2021. However his father had put money aside for the loft. Mrs Hamblett had dealt with the builders and arranged for payment.
76. In re-examination, Mr Hamblett said that he was currently on anti-depressants and that this affected his thinking. He accepted that there was some confusion in his evidence.
77. In the light of Mrs Hamblett’s evidence that it must have been the driver Tommy who had tampered with invoice 17442, Mr Rankin applied for permission to adduce rebuttal evidence from Tommy, namely Mr Thomas Patrick Ennis, for which a witness statement dated 27 March 2025 was provided. By reference to the principles for adducing rebuttal evidence in criminal cases, he submitted that this aspect of Mrs

Hamblett's evidence, given for the first time in court, had taken RSA by surprise. He accepted that there was no surprise in the allegation that it was Tommy who had brought the invoice and had done so on behalf of Mr Appleton; and that they had not called Mr Ennis in that respect. However the further allegation could not reasonably have been anticipated.

78. On behalf of Mr and Mrs Hamblett Mr Diamond was at pains to make clear that his clients wanted the full truth to come out and so did not want unduly to restrict evidence, but he ultimately opposed the application. He said that his clients were not in fact making an allegation that Mr Ennis had acted dishonestly or attacking his integrity; and that in those circumstances there was no good reason to permit the evidence to be adduced after RSA's case had been closed. Further Mr Hamblett had suffered serious mental ill health overnight and thus could not be present in court that day. His absence from court to hear the evidence of Mr Ennis might be prejudicial.
79. Given the terms of the new evidence from Mrs Hamblett in the witness box, I concluded that this had taken RSA by surprise, that it could not have been reasonably anticipated and that permission should be granted.
80. Mr Ennis confirmed the truth of his witness statement. This stated that he had carried out delivery work for Mr Appleton for about the last eight years. On the day of Mrs Hamblett's accident he was making deliveries and learned of it on his return to the premises. He had been made aware of the suggestion that he had a few days later visited her flower shop in Birkenhead and handed Mr Hamblett an envelope containing an invoice for broken flowers for which Mr Hamblett had paid the required £139.80 in cash; and of the further suggestion that the invoice had been altered by him and that he had kept the money for himself. He stated: 'I can say with absolute certainty that this

did not take place. I have never made a delivery to Mrs Hamblett's shop that involved me handing over just an invoice. I did not doctor any invoice. I did not take any money from Mr Hamblett.' Having been shown a copy of the invoice, he stated that none of the writing was his. If he was delivering flowers and taking payment from a customer, he would write 'T Ennis' on the invoice when taking payment.

81. He continued that, to the best of his recollection, he had made no more than 12 deliveries to her shop and these were always deliveries of flowers. Usually it was their son who was in the shop with his dogs. He knew both Mr and Mrs Hamblett; and when speaking to Mr Hamblett it would normally involve banter about football.
82. In cross-examination, he denied that he had done considerably more than 12 deliveries to Mrs Hamblett. LWF had been going since 2015 and he had worked for them for eight years. He had not worked for Mr Appleton's brother Nathan. When making deliveries to Mrs Hamblett's shop, her son was usually in the shop with two dogs. He denied that prior to the accident it was always Mrs Hamblett who was there.
83. It was put to him that a few days after 30 May 2018 he had been instructed to deliver the invoice to Mrs Hamblett; had taken it to the shop; had given it to Mr Hamblett; and that he had paid him £139.80. He denied this and stated that if this had been done he would have written 'T Ennis' on the invoice.
84. It was not suggested to Mr Ennis that he had altered the document or taken any money for himself.
85. I then permitted Mrs Hamblett to be recalled to respond to this further evidence. She stated that she had certainly had more than 12 deliveries from Mr Ennis. Her son did not work at the shop prior to her accident and certainly did not have dogs there. They

were not allowed to have dogs in the shop or the wholesale market for reasons of hygiene. Any deliveries would have been to her or to her husband. There would have been occasions when their son would have been in the shop, but not working or having anything to do with the business. She confirmed that the business had now been bought and was being run by their son and daughter.

#### RSA submissions

86. Mr Rankin submits that, in respect of each Defendant, the Court can and should be sure that each of the ingredients of each alleged contempt of court have been established to the criminal standard of proof.
87. He starts with the undisputed fact that the document supplied by Mrs Hamblett's solicitors with the email of 2 December 2022 was a doctored invoice, i.e. that the true invoice rendered on 25 August 2017 had been deliberately tampered with by the insertion of the date 30 May 2018 and the words 'Broken flowers' and by tearing the foot of the document.
88. As the evidence had unfolded, the critical issue appeared to be whether it had been delivered by Mr Ennis.
89. The evidence of Mrs Hamblett showed a pattern of throwing out aspersions against other people and then 'withdrawing it when it did not land'.
90. At the trial of her claim, her evidence was to the effect that it must have been Mr Appleton who had doctored it. Thus, when taken to the comparative documents and asked if her logic led to Mr Appleton having gone back in time to find the former invoice and then altered it, she said 'that's the only way I can see that's happened

because that was delivered to my husband and that was waiting for me when I got home from hospital.’ No such positive assertion had been put to Mr Appleton when he gave evidence in the trial.

91. In her evidence in this present hearing she had described Mr Appleton as ‘money-oriented’. However, her logic now turned to suggest that it was Mr Ennis who had dishonestly doctored the invoice and taken the money for himself. No such suggestion was put to Mr Ennis when he gave his evidence. This was another example of a serious allegation being put forward and then retracted.
92. Mr Rankin then pointed to the development of the case on the delivery of the invoice between the witness statements of Mr and Mrs Hamblett and their evidence at trial. In their witness statements, there was no reference to a delivery by Tommy. Her witness statement simply stated that, not long after the accident, she received a bill from LWF for damaged flowers. His witness statement said that LWF had sent his wife a bill for damage to flowers and he had opened the letter, been astonished by its content and paid the bill for about £28 to avoid any argument. The reference to delivery of the bill by Tommy first emerged in their oral evidence.
93. A further striking feature was the delay in the production of the invoice. Mrs Hamblett’s evidence was that she was first aware of the invoice when she came home in June 2018; had put it in a file in her old handbag; and her son put it up in the loft. The document was not retrieved until over four years later, in November 2022. No evidence of building works had been produced. Her evidence that her father-in-law had dealt with the builders was defeated by the agreed fact that he had died in October 2021.



94. There was then an important discrepancy in the evidence of Mr Hamblett. In his witness statement and evidence at the trial, he stated that upon receipt of the invoice from Tommy he saw and was astonished at the contents. His evidence at this hearing was that he saw only the figure claimed and paid up. With all allowance for his physical and mental condition, this could not be an innocent discrepancy.
95. Turning to the ingredients of the legal test, the Court could and should be sure that each element was satisfied in respect of each Defendant and each allegation.
96. As to the likelihood of interference with the course of justice, the doctored invoice went directly to the issue of credibility of Mr Appleton as a witness on the factual issues in the case. The potential significance of the doctored invoice was made clear by the terms of the solicitor's email of 2 December 2022; and also in the observations of the Judge in the course of the application to adduce the documents found by Mr Appleton. But for Mr Appleton's successful searches and discovery, Mrs Hamblett's case on the facts of the accident might have succeeded. Further if the rebuttal evidence had not been obtained, RSA might have considered settlement of her claim.
97. As to knowledge of the likelihood of its interference with the course of justice, that should readily follow from a finding that the Defendant in question had no honest belief in the truth of the statements. Further, the Judge's reference to the potential significance of the doctored invoice had been heard by Mr and Mrs Hamblett before proceeding to give their oral evidence in court.

#### Defendants' submissions

98. Mr Diamond submitted that the Court should find Mr and Mrs Hamblett to be honest and decent people who had suffered the tragic unravelling of their lives after this

serious life changing accident on 30 May 2018 and who had told the truth about all that followed. The depiction of them as manipulative people who were trying to advance their case through a doctored invoice was not realistic. All they knew was that they had received this invoice and had paid up. All the rest was what he called ‘swirling speculation and deduction’.

99. Nor were they to be depicted as people who put their heads in the sand. They attended Court in order positively to assert their innocence in the matter. There was no dispute that the invoice had been doctored, but they had had no part in that.
100. It was difficult to see what motive they could have had for doing what was alleged. From their point of view it was not an important point in the case but peripheral. It had only been touched on lightly in their witness statements. In closing exchanges with her Counsel at the trial, the Judge made observations to the effect that he was ‘struggling’ with the question of what the motive could be.
101. Mr Diamond further submitted that the doctoring of the invoice was wholly amateur, ‘schoolboyish’ and in consequence ‘self-evidently unbelievable’. This was relevant in two respects. First, it undermined the suggestion that Mr and Mrs Hamblett, each of whom had long experience of running businesses, might do something so crude or believe that it might assist her case. Secondly, such a document, even if persisted with, could not have interfered with the course of justice.

### Conclusions

102. The first question for determination is whether RSA has established to the criminal standard of proof that Mr Appleton did not, through Mr Tommy Ennis or otherwise, send or deliver the doctored invoice for damaged flowers to Mrs Hamblett.

103. In considering that question I have of course had to place an intense focus on the rival witnesses, Mr Ben Appleton, Mr Tommy Ennis and Mr and Mrs Hamblett.
104. I have concluded that I am sure that no such invoice was sent or delivered to Mr or Mrs Hamblett and that each of those two has given dishonest evidence to that effect in their witness statements and in oral evidence at the trial. My essential reasons are these.
105. First, I found Mr Ben Appleton to be a wholly reliable and honest witness. His evidence was clear and straightforward and entirely credible. It was further strengthened by the evident care he took in his, by some modern standards, relatively old-fashioned system of invoices and manual daily reconciliation sheets, which in turn matched the daily cash payments with his bank statements.
106. In consequence of my assessment of his character, integrity and careful methods of working, I wholly reject any suggestion that he might have sought to invoice his long-standing customer for 'broken flowers' in circumstances where there were no broken flowers and when she had just suffered a serious fall and injury. I therefore reject the notion that he would for that purpose have sought out from his past records a genuine invoice rendered to Mrs Hamblett on 25 August 2017 and altered it for the dishonest purpose of obtaining £139.80 for a second time.
107. Secondly, I also found Mr Ennis to be an entirely honest and straightforward witness and unhesitatingly accept his evidence that he did not deliver any such invoice nor take payment as alleged by Mr and Mrs Hamblett. The honesty and reliability of his evidence is of course supported by my satisfaction that Mr Appleton did not create or send any such invoice. Mr Ennis acted on the instructions of his employer. I also wholly reject the suggestion, made by Mrs Hamblett for the first time in her evidence at this

hearing, that Mr Ennis might have acted dishonestly by creating the invoice and taking payment for himself. Quite rightly and properly no such suggestion was put to Mr Ennis in cross-examination. Any such suggestion would have required the Court to consider it plausible that Mr Ennis somehow found a nine month old white copy invoice signed 'Paid', followed by Mr Appleton's initials, that had fallen on the floor of his van or of the company premises; and had then deployed this in order to carry out a petty fraud on the customer. The suggestion is obviously preposterous.

108. Thirdly, I found Mr and Mrs Hamblett each to be most unsatisfactory and unreliable witnesses. As to Mrs Hamblett, she gave her evidence with confidence, vigour and insistence on her integrity. However I found her account on the central issue of the doctored invoice to be wholly unconvincing and obviously untrue.

109. Particular matters which led me to this conclusion included:

(1) the long interval of time between her first alleged knowledge of this document in early June 2018 and her retrieval of it from the loft in November 2022. On her account she considered the document to be important and in consequence placed it in a file in her old handbag and had her son put the bag in the loft. True it is that the court proceedings were not issued until June 2021 and statements were not exchanged until July 2022, but I am wholly unpersuaded by her account that retrieval of the document could not be achieved until building works to the loft were carried out in November 2022 in that respect. I also note the differing accounts as to whether that work was done in order to get the document or for the broader purpose of access to the loft. I reject that explanation for the delay;

(2) the way in which the overall account of the delivery of the invoice has changed over time: from the limited terms of her witness statement referring to the invoice being ‘sent’ and without reference to being told about it by her husband when she was in hospital; to the evidence at trial about delivery by Tommy, the discussion at the hospital and the importance then attached to the document and to keeping it;

(3) the changing nature of the suggestions as to who was responsible for doctoring the invoice. First, pointing to Mr Appleton and then ultimately abandoning that allegation. Secondly, by then pointing to Mr Ennis as the only possible culprit and then withdrawing that contention;

(4) the suggestion, which I reject, that the importance attached to this document was the creation of her solicitor and in which she played no part. I do not accept that the relevant part of the Part 18 request or the thrust of the solicitor’s email of 2 December 2022 would have been advanced without the broad knowledge and approval of Mrs Hamblett that the purported invoice was being deployed in order to undermine Mr Appleton’s integrity and credibility. She must also have known this from her evidence of the many requests from her solicitor to provide the document. No doubt the detailed terms of the request and email would have been drafted by the solicitor, but I am sure that the overall purpose of reliance on the invoice was well known to Mrs Hamblett.

110. As to Mr Hamblett, I have taken due account of what I have been told about his physical and mental condition and my observations of his manner, and at one point his distress, when giving his evidence in court. However his evidence was riven with inconsistency and wholly unreliable. There is no possible reconciliation between his evidence in his witness statement and at the trial that he saw and was astonished by the contents of the

invoice and his evidence in this hearing that all he saw before paying up was the figure on the document, a sum variously expressed by him as £28 and £39.

111. Fourthly, I am sure that the alteration to the document - 'broken flowers', the date and what I find to be a deliberate tearing of the bottom of the document to remove the invoice number - were carried out by Mr and/or Mrs Hamblett and/or or by someone else on her behalf; and that Mr and Mrs Hamblett knew that this had been done. In the absence of e.g. expert handwriting evidence, it is not possible to conclude which of these it was. However, once Mr Appleton and Mr Ennis have been eliminated as responsible, the only remaining candidates are Mr and/or Mrs Hamblett or someone on their behalf. Mr Diamond in his closing submissions left open the possibility that it might be some other unidentified third-party. Unless such a party was acting at the request of Mr or Mrs Hamblett, there is no basis for any such conclusion.
112. Once the Court is sure that the alteration was carried out by Mr or Mrs Hamblett or by someone on their behalf, it does not matter that it cannot be sure as to which of these it was. This is because the contempt allegations in each case relate to what Mr and Mrs Hamblett each said about the delivery of the invoice and the authenticity of the document produced. In each case they knew that there had been no such delivery and that the document provided was not genuine. In this respect I also reject any possibility that either of Mr or Mrs Hamblett made their statements, written and oral, in ignorance of what the other had done. They are evidently a close couple and neither would have kept anything secret from the other.
113. Fifthly, I have no doubt that the motive behind the alteration was to provide evidence which would undermine Mr Appleton's character and reliability in the trial. The potential significance and value of the invoice were evidently apparent to their solicitor

and indeed to the Judge when considering the case before knowledge of the rebuttal documents.

114. In reaching my conclusion I have taken account of the undoubtedly amateurish nature of the alterations but am sure that this was what was done by Mr and/or Mrs Hamblett and/or someone on their behalf. There are no other possibilities.
115. In consequence of these conclusions, I make the following findings by reference to the allegations of contempt in paragraphs 5 and 6 of the Particulars of Claim.
116. By reference to paragraph 5, I am sure that Mrs Hamblett, when making her witness statement dated 11 July 2022, knew to be untrue its assertion that after her accident LWF had sent her an invoice for damaged flowers. I am also sure that, when giving her oral evidence on oath before the Judge, she knew to be untrue her assertions about LWF sending her the invoice, that she had disclosed a true copy of that invoice, and that it had not been doctored or altered in any way by her or anyone on her behalf.
117. By reference to paragraph 6, I am sure that Mr Hamblett, when making his witness statement dated 11 July 2022, knew to be untrue its assertion that, after the accident, he had received an invoice from LWF for damaged flowers. I am also sure that, when giving his oral evidence on oath before the Judge, he knew to be untrue his assertions about delivery of the invoice to him after his wife's accident, that the invoice was the invoice disclosed by his wife, and that it had not been doctored or altered in any way by her or anyone on her behalf.
118. Thus in each case, the statement in question was false and the defendant in question had no honest belief in its truth.

119. I turn to the ingredients relating to interference with the course of justice. In the case of each defendant and each statement, I am sure that the statement had, or if persisted in would be likely to have interfered with the course of justice. In reaching this conclusion I reject the argument to the effect that the doctored invoice was ‘self-evidently unbelievable’ and/or that its falsity would inevitably have been established. It was fortunate indeed that Mr Appleton was such a careful record maker and keeper, and perhaps also that he relied on manuscript records, but it is not inevitable that the truth would have emerged. Until the truth did emerge the doctored invoice evidently made a strong impression both on Mrs Hamblett’s solicitor and on the Judge. In any event the deliberate presentation of a false but potentially relevant document in litigation itself constitutes an interference with the course of justice.

120. Further, in each case I am sure that Mr and Mrs Hamblett each made their statements, written and oral, about the invoice in the knowledge that it would be likely to interfere with the course of justice. Amateurish as was the doctoring of the invoice, each was insisting on its authenticity and advancing the invented story about delivery and payment for the known and material purpose of discrediting Mr Appleton and advancing the claim.

121. For all these reasons I am satisfied so as to be sure that Mr and Mrs Hamblett are each guilty of contempt of court as alleged. I will now hear Counsel on the issue of sanction.

**[The hearing on sanction followed]**

122. Having found Mr and Mrs Hamblett each to be in contempt of court on the bases alleged in the claim, I have now heard the submissions of Counsel on sanction. As to the legal principles, I have particularly taken account of the well-known summary by



the Divisional Court in National Highways Ltd v. Heyatawin [2021] EWHC 3078 (QB) at [48]-[53]. Although that case concerned contempt by a breach of court order, the principles have equal application to this type of case. I have also taken account of the equally well-known guidance of the Divisional Court in respect of false evidence given in personal injury claims: South Wales Fire and Rescue Service v. Smith [2011] EWHC 1749 (Admin). Counsel agree that these decisions sufficiently set out the relevant principles. It is unnecessary for me to read them out.

123. In applying these principles, I consider that no distinction should be drawn between the respective positions of Mrs and Mr Hamblett. In my judgment they have been equal participants in this dishonesty of the doctored invoice.
124. Dealing first with culpability, the misconduct is substantial. The presentation of false documents to the Court in support of a claim is always a very serious matter and strikes at the system of justice. As to harm, Mr Appleton was fortunately able to demonstrate the attempted deceit by finding the original document which had been doctored and other supporting documents. However that was not inevitable. In addition to the trouble of having to do so, he in the meantime was facing an allegation that he himself had been dishonest. If he had been unable to find the refuting documents, the claim might either have succeeded or been settled to Mrs Hamblett's advantage. In the course of this hearing the allegation of dishonesty was then briefly transferred to Mr Tommy Ennis.
125. In all the circumstances I am quite satisfied that a financial penalty would be an inadequate sanction and that the custody threshold is clearly passed. In considering the length of the term, I take account of the mitigating personal circumstances of Mr and Mrs Hamblett but, at this stage of the exercise, give these strictly limited weight. Those

circumstances are that Mrs Hamblett continues to suffer from the serious hip injury which occurred in the accident; and that her floristry business has come to an end. From further medical evidence received today about his mental health, which has rendered him unfit to attend court today, and from my observations when seeing him in Court, Mr Hamblett is evidently in a very bad way. Mrs Hamblett is now his carer, as she is for her mother. Mrs Hamblett has also very recently suffered the loss of her brother, who took his own life. As the evidence shows, their home is owned by a family member and their occupation has been precarious. They are living on benefits and have substantial unsatisfied costs orders against them. However, for the purposes of considering the length of the custodial term, I give these matters only limited weight. In all the circumstances, I conclude that the appropriate custodial term in each case is four months.

126. The next question is whether that sentence should be suspended. For this purpose I have considered the sentencing guidelines on custodial sentences, which apply to proceedings in the criminal courts, and the factors there identified as relevant to any decision as to whether or not to suspend a term of imprisonment. Authority shows that it is appropriate to apply these by analogy to cases of sanction for contempt of court. The relevant factor against suspension is that appropriate punishment can only be achieved by immediate custody. This is indeed the typical consequence in cases concerning false evidence in personal injury claims and as discussed in the South Wales Fire case. However the question of suspension has always to be considered. The potentially relevant factors in favour of suspension are 'strong personal mitigation' and that 'immediate custody will result in significant harmful impact on others'.

127. All in all, in this very particular case, I am satisfied that the right course is to suspend the four month sentence in each case and to do so for a period of one year. The suspension in each case will be on terms that I will discuss with Counsel.

**End of Judgment.**

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