SUPREME COURT OF QUEENSLAND

CITATION:	*Yan v He (No 2)* [2026] QSC 153
PARTIES:	**JIKUI YAN** (first plaintiff) **PINELAND CONSTRUCTION PTY LTD** **ACN 653 512 782** (second plaintiff) **YANHAN INVESTMENTS PTY LTD ACN 644 490 728** **AS TRUSTEE FOR THE YANHAN FAMILY TRUST** (third plaintiff) **v** **JANE JIE HE** (first defendant) **YI LU** (second defendant) **SOUTHLAND HOLDINGS PTY LTD ACN 606 524 163** (third defendant) **YI JIE INVESTMENTS PTY LTD ACN 653 478 454** **AS TRUSTEE FOR THE YI JIE FAMILY TRUST** (fourth defendant)
FILE NO:	BS623 of 2025
DIVISION:	Trial Division
PROCEEDING:	Trial
ORIGINATING COURT:	Supreme Court at Brisbane
DELIVERED ON:	25 June 2026
DELIVERED AT:	Brisbane
HEARING DATE:	On the papers, plaintiffs' submissions filed 5 June 2026, defendants' submissions filed 9 June 2026, plaintiffs' submissions in reply filed 10 June 2026
JUDGE:	Hindman J
ORDER:	**1. The first, third and fourth defendants are to pay 75% of the second and third plaintiffs' costs of the proceeding, including reserved costs, assessed on the standard basis.** **2. There is no order as to costs in respect of the first plaintiff or the second defendant.** **3. It is directed that in the assessment of the costs in order 1, no reduction to the second and third plaintiffs' entitlement to costs for any work is to**

occur by reason only of the work also having been performed for the benefit of the first plaintiff.

CATCHWORDS: PROCEDURE – COSTS – PARTIES AND NON-PARTIES – COSTS IN PROCEEDINGS WHERE MULTIPLE PARTIES – SEPARATE OR JOINT REPRESENTATION – where second and third plaintiffs' claims were substantially successful against first, third and fourth defendants – where first plaintiff's claims were wholly unsuccessful – where all claims against second defendant were wholly unsuccessful – where all plaintiffs and all defendants each represented by a single firm – where there is no evidence about any division of costs by each firm in respect of its clients – whether costs order should be made on a percentage basis – whether first plaintiff and second defendant should be excluded from costs order

Uniform Civil Procedure Rules 1999 (Qld), r. 681(1)

Yan v He [2026] QSC 105, cited
BHP Coal Pty Ltd v O & K Orenstein & Koppel AG (No 2) [2009] QSC 64, cited
Rogers v Roche (No 2) [2018] 1 Qd R 515; [2017] QCA 145, cited

COUNSEL: MD Paterson for the plaintiffs
CGC Curtis for the defendants

SOLICITORS: MinterEllison for the plaintiffs
HWLE Lawyers for the defendants

Costs decision

[1] This proceeding was about a joint venture between the plaintiffs and defendants to develop land at Sunnybank. The plaintiffs (or some of them) claimed that the defendants (or some of them) should be: (1) estopped from asserting the plaintiffs are not entitled to an equitable interest in the land the subject of the joint venture, (2) held liable for breach of fiduciary duties to the joint venture vehicle, (3) held liable for misleading and deceptive conduct, and (4) held liable for breach of the shareholders agreement of the joint venture vehicle.

[2] I delivered reasons on 26 May 2026[1] and made substantive orders on 18 June 2026. Defined terms I use in these reasons are defined in that judgment. The effect of my reasons was that:

(a) Pineland succeeded in its claim for an equitable charge (securing the amount of $1,222,099) over the Property arising from an equitable estoppel operating against Southland;

(b) Pineland succeeded:

(i) in its claim for damages against Jane for breach of fiduciary duty owed by her to Pineland in the amount of $973,080.60;

[1] *Yan v He* [2026] QSC 105.

(ii) against Southland in respect of Jane's breach of fiduciary duty owed by her to Pineland, and, consequent upon Pineland's election, Southland holds on constructive trust for Pineland an interest in the Property in the amount of $973,080.60.

(c) Alex, Yanhan and Pineland each failed in the misleading and deceptive conduct claims.

(d) Pineland failed in its claim for damages against Yi Jie for breach of the Shareholders Agreement.

(e) Yanhan succeeded in its claim for damages against Yi Jie for breach of the Shareholders Agreement in the amount of $1,222,099.

[3] Written submissions in respect of what costs orders should now be made have been received from both parties.

[4] The costs order I make is the first, third and fourth defendants are to pay 75% of the second and third plaintiffs' costs, including reserved costs, assessed on the standard basis.

Competing positions

[5] The plaintiffs seek the following costs order:

> The defendants pay 90% of the plaintiffs' costs of and incidental to the proceeding, including reserved costs,

[6] The defendants seek the following costs order:

> The first, third and fourth defendants pay 65% of the second and third plaintiffs' costs of and incidental to the proceeding.

Principles to be applied

[7] The starting position under rule 681(1) of the *Uniform Civil Procedure Rules 1999* (Qld) is that costs follow the event. Precisely how the event is defined can be contentious, but a loss on some issues or some parts of a claim or defence need not necessarily mean the successful party is deprived of any part of its costs. But there can be cases where awarding costs on an issue-based analysis is appropriate.[2]

[8] Where an issues-based approach to costs is appropriate, that is largely to be conducted by reference to the experience of the judge, carrying out an approximation, based on matters of impression gleaned during the trial.[3]

[9] Where in a case such as this there has been mixed success that might justify multiple costs orders, it is preferable for the court to do the best it can and off-set what would otherwise be multiple costs orders to come up with a single costs order; even if that involves some approximation and imprecision.[4] That is particularly so in a case such as this one where, whilst certain plaintiffs and defendants have (respectively) failed entirely or succeeded entirely, all plaintiffs and defendants have been represented by

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2 *BHP Coal Pty Ltd v O & K Orenstein & Koppel AG (No 2)* [2009] QSC 64 at [8] per McMurdo J.
3 *BHP Coal Pty Ltd v O & K Orenstein & Koppel AG (No 2)* [2009] QSC 64 at [17] per McMurdo J.
4 *Rogers v Roche (No 2)* [2018] 1 Qd R 515 at [9] per Fraser JA.

only one firm of solicitors with no distinction in the work obvious as being conducted for only one or more of the particular parties.

[10] Ultimately the costs order made is a discretionary judgment, exercised judicially, having regard to the circumstances of the case and the outcome of it.

Analysis

[11] The costs order in this case is to deal with both (1) the costs that were reserved of an application heard on 2 December 2025 whereby the defendants sought leave to withdraw deemed admissions and (2) the costs of the proceeding.

Reserved costs

[12] Whilst the defendants were successful in their application heard 2 December 2025 for leave to withdraw deemed admissions[5] (the principle that costs follow the event may apply), the application at least to a degree was one seeking an indulgence of the court (where it might be expected the person seeking the indulgence would pay the costs of the application). But a further matter to consider in relation to the application includes that ultimately there were alleged deemed admissions that were found not to be deemed admissions at all – so the need for the application in that respect was brought on by the plaintiffs agitating for deemed admissions.

[13] In circumstances where I would have otherwise ordered that the costs of the application heard 2 December 2025 be costs in the proceeding, these reserved costs are best wrapped up in the order to be made in respect of the costs of the proceeding below. In that respect, it will be relevant to note that the majority of this application particularly concerned the *Australian Consumer Law* claims on which the plaintiffs were wholly unsuccessful at trial.

Costs of the proceeding

[14] First, in circumstances where Alex did not succeed in any claim brought by him, there should be no cost order in his favour. There is a proper basis to consider awarding costs against Alex in favour of the defendants for the unsuccessful claims brought by him.

[15] Second, in circumstances where Charlie successfully defended all claims brought against him personally, there should be no cost order against Charlie. There is a proper basis to consider awarding costs in favour of Charlie in respect of the unsuccessful claims brought against him.

[16] Third, there were a number of claims brought by the plaintiffs that were abandoned by the time of or at trial. That is recorded in the reasons for judgment. There is a proper basis to consider awarding the costs associated with those abandoned claims against the plaintiffs.

[17] Fourth, the plaintiffs were wholly unsuccessful in their *Australian Consumer Law* claims against the defendants. There is a proper basis to consider awarding the costs associated with those failed claims against the plaintiffs.

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[5] CDI 45.

[18] Fifth, otherwise, the plaintiffs (excluding Alex) were substantially successful in their claims and at least to the extent of that success should have their costs of the successful claims against the defendants (excluding Charlie).

[19] Sixth, as above, all plaintiffs and all defendants have been represented by only one firm of solicitors with no distinction in the work obvious as being conducted for only one or more of the particular parties.

[20] Seventh, the parties agree that in the circumstances the proper way to deal with costs is to come up with a percentage-based costs order that reflects the above.

[21] Having regard to the above matters and my own assessment of the time various issues took up in the proceeding generally and at trial, I consider the fair outcome to be that the first, third and fourth defendants are to pay 75% of the second and third plaintiffs' costs of the proceeding, including reserved costs, assessed on the standard basis. To give my intended effect to that order, I also direct that, in the assessment of those costs, no reduction to the second and third plaintiffs' entitlement to costs for any work is to occur by reason only of the work also having been performed for the benefit of the first plaintiff.

Double recovery issues

[22] It is also convenient to record in this judgment an issue I mentioned at [207] of my earlier reasons for judgment and how I have decided to deal with that issue. There I noted that the parties would need be give some careful attention to a form of orders reflecting my reasons for judgment that avoided any "double recovery". The submissions on costs received from the parties after judgment also dealt with that issue (by court direction) because the parties were not relevantly agreed on the appropriate form of orders to address the issue.

[23] Upon reading those submissions, it became plain to me that any issue of double recovery was best dealt with if and when a dispute between the parties arises in that respect. Attempting to draft orders so as to prevent double recovery based on various hypotheticals is fraught with danger. Accordingly, rather than attempt to do so, I have granted liberty to apply to the parties in the substantive orders should any issue relating to "double recovery" arise.