

### What Do They Know?

A [letter](#) has been received from Chris Grayling in response to an enquiry regarding the MoJ's expenditure on short notice bookings.

#### Preamble:

The paragraph which contains the actual cash figures begins thus: 'As a result of difficulties within the first two months of the contract, some short notice bookings were *temporarily* removed from the Framework Agreement'. Note how the on-the-hoof 'policy' of restoring short-term bookings to direct court control is presented first, with the result that the succeeding statistics (see below), upon which we would prefer to reach our own conclusions, are presented as the natural, almost organic, result of that policy. In the phrase 'some short notice bookings were *temporarily* removed from the Framework Agreement' the logic of the word 'temporarily' dictates that the word 'some' should be interpreted as 'some categories of'. For example, in cricket, you cannot remove 'some dismissals temporarily' from the TV review system. You can only 'remove' the generic type of dismissal (say, 'run-outs'). Otherwise it sounds as if you are 'temporarily' removing *some individual occurrences* of run-outs from the review system which would be quaintly illogical<sup>1</sup>. Yet, in Grayling's sentence, this notion of 'some categories' is itself practically a hyperbole for 'one category', namely, 'overnight cases at Magistrates' Court'. In the same context Capita's Van Loo referred to '*a number of tribunal bookings* that are short notice, which currently aren't provided for by ALS, but we are in the process of moving those back under the Framework Agreement' (see my previous post). 'A number' sounds like 'a smallish number' while 'tribunals' doesn't sound like 'Magistrates' Courts'.

As interpreters, we are peculiarly sensitised to these slippages in linguistic logic, given the amount of 'spin' we tend to hear on a daily basis. It has a grisly fascination for us.

In any case, returning to Grayling's letter, it is the phrase 'some [individual] short notice bookings' that lodges in the hearer's mind, where the word 'some' easily segues into 'just a handful' after which it becomes 'just a drop in the ocean'. Unfortunately, even by ALS's own reckoning, 25-30% of all booking requests is not a drop in the ocean. To recapitulate. Over the months, the words '*all* Magistrates' Court hearings [and some urgent tribunal cases]' have somehow become '*some* short notice bookings', despite these cases representing up to 30% of all bookings. Meanwhile a policy that was introduced in haste two weeks after the contract went live [15 February] and which was meant to last a minimum of two weeks ['until at least 24 February'] is now, according to Grayling, the result of difficulties encountered 'within the first two months'. These words might lead the casual reader to believe that the emergency policy was introduced somewhere around two months *after* the roll-out began, once the issues had become apparent. In April, say. But the problem was not a slow-burning fuse that ignited a small blaze over a period of time, to be followed by a measured response ('some short notice bookings were...removed'). It was a full-blown crisis that was met with an immediate *volte face* [on 15 February] which it was hoped would not last too long ['until at least 24 February']. Even the original MoJ directive calls the measures 'urgent action'.

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<sup>1</sup> An oblique (& therefore very accessible) guide to cricket is the book 'You Are The Umpire' by Trevillion & Holder (Observer Books), especially pp.104-123

Of course this is all retrospective special pleading designed to create the impression of a Ministry which has its hand on the tiller and its eyes on the distant horizon.

### **The Statistics:**

The statistics that follow are perplexing. We learn that, from February to September, the amount spent on out-of-contract bookings was £1,550,000 falling from a high of £500,000 in February to a low of £70,000 in September. Let's examine this in detail. We know there were no out-of-contract bookings until 16th February. February ended on the 29<sup>th</sup>. Is it possible that *in each* of the last 10 working days of February £50,000 was spent out of contract? Almost as much as in the whole of September? Yelena McCafferty has pointed out to me that the £500,000 is almost certainly an aggregate figure for the entire month, and includes all those residual bookings that we were dutifully undertaking before we became *personae non gratae* at court. In any case it would run completely against the MoJ's interests (& practice, & capabilities) to have compiled separate statistics for the two halves of February. Furthermore, when Grayling claims in the letter that there has been a 'very significant improvement in performance' and is 'confident that this trend is continuing', he is directing the casual reader's eye to the same extraordinary fall that occurred between February (£500,000) & September (£70,000). In other words the MoJ *wants* to retain that artificially swollen figure for February in order to leave the impression that the MoJ brought an initially very difficult situation under control 'sharpish & in timely fashion' as they might say. This image would also sit nicely with the MoJ's perspective on the in-contract spend, namely that the spend for February was (necessarily) colossal, but that once the 'wheels were spinning', the car quickly reached cruising speed and the autopilot was switched on<sup>2</sup>. In summary, Grayling would like us to think the MoJ had administered a short, sharp, shock to the contract, which produced the desired effect. In medicinal terms, the doctor had given the patient a full syringe (£500K) followed by a course of tablets, with the dose diminishing quantitatively (down to £70K).

On reflection, it is a shame we did not renege on all our residual bookings as soon as 30 January 2012 dawned. I doubt the House of Cards<sup>3</sup> would have collapsed anyway, but the furore and after-shock would have been that much greater. Part of the problem was that we had a profession whose professional standards we respected. We were alone in that respect. I used to phone the court as soon as I knew I was going to be late. What was I thinking of?

Anyway, moving on, if we add £70,000 (September's figure) to £500,000 (February's figure) & subtract the answer from £1,550,000 (the overall figure) we get £980,000, which represents an average of £163,333 per month (March-August). However, given Grayling's continuing, (no doubt seamless) downwards 'trend', we might be tempted to conclude that every month saw a roughly £30K decrease on the previous month. Thus the figure for March will have been £240,000, for April £210,000, for May £180,000, for June £150,000, for July £90,000, for August £120,000 [civil servant's note: *August figure was a blip caused by the Olympics & those gangs of pickpockets ; not to worry though, figures for August are conveniently subsumed under overall stats for March-August*]. This gives a total of £990,000 which is virtually the same as the Ministry's £980,000 for the same 6-month period. Incidentally, this month-on-month breakdown correlates perfectly with what one might

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<sup>2</sup> See <http://www.publications.parliament.uk/pa/cm201213/cmselect/cmjust/writv/its/its.pdf> CI 77 section 11: 'New contract spend February £6m, projected to £10m over the first year'.

<sup>3</sup> This could also serve as a new title for the House of Commons. With a pun on 'Cards'.

suppose was the real 'crisis' figure for February which may have been about £270,000, given that February was only half a (crisis) month.

Earlier in December I received an FOI response which we may assume is based on data received up to November at the latest. This suggests that, within the South-East region of the HMCTS, there were 90 out-of-contract interpreter claims submitted per week over the period February to November. In financial terms, the South-East Region, being larger than average, accounts for a sixth of HMCTS expenditure<sup>4</sup>. I realise net expenditure does not necessarily correlate to numbers of interpreter claims submitted, but it gives us a rough figure. The 90 claims a week in the South-East therefore translates into 540 claims per week nationwide (90 x 6), or 2350 claims per month. If the average claim works out at around £145 (& I realise some would put it higher), that would suggest nationwide out-of-contract expenditure of £340,750 a month. That means £2,726,000 for the same 8-month period for which Grayling claims £1,550,000 was spent. This £2,726,000 8-month figure correlates much better with the £4 million 12-month off-contract spend projected by the MoJ themselves at CI 77 (section 11) of the JSC submissions document<sup>5</sup>.

Is Grayling's prize Christmas turkey going to be an announcement of substantial savings on that original £4 million estimate? That £4 million figure came out in September in the JSC submissions. If Grayling's letter (dated December) has no data prior to October, it suggests the MoJ take three months to bring data on stream. So the £4 million may have been based on data gathered between, say, February and April. Based on the rough month-on-month breakdown above this suggests the following calculation: £500K + £240K + £210K = £950K in three months, which extrapolates to £3.8 million in a year. Or £4 million. If this December letter tells us anything, it is that the statisticians at the MoJ have been hard at work since September dredging up new evidence on which to predicate a much rosier autumn for FW contract and a much revised bill for the 12-month out-of-contract element. Grayling's observation - that the figures for October are not available - is carefully judged. It excites our curiosity about them. But do we really need October (or November's) figures? Can't we arrive at our own figures by projecting forward the apparently inexorable tendency of the out-of-contract figures to drop by around £30K a month? Can't we assume that October's figure will be down to £40K & November's down to £10K? This would bring annual spend on the out-of-contract element to just £1,550,050. Not £4 million, just £1,550,050. Whilst this might be a slight caricature of the situation it is nevertheless based on the logic of Grayling's words & figures. The MoJ can't have it both ways. If, statistically speaking, we are provided with molehills instead of hillocks, is it any wonder if we risk making mountains out of them?

Now there is a pincer movement going on here. Where does the rosier autumn for the FW come from? The MoJ have carefully constructed another narrative to complement the continuation of the relentless fall in out-of-contract 'figures'. In their supplementary written evidence to the JSC regarding the pilot scheme to return short notice bookings to the contract (CI 77 paragraph2) it states: 'This [pilot] has progressed well and both the Midlands and Northwest HMCTS regions will begin to return their short notice bookings to the contract, commencing with the Midlands from 22 October'. In my view this October expansion in the Midlands is calculated to dovetail with the expected (£30K?) fall in October's out-of-contract spend. In other words, subsequent apologists for

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<sup>4</sup> See the 'HM Courts Service: Local Spending Report' spread sheet where the South-East's expenditure for 2009/10 is stated to be £140.1 million out of a total of £855.8 million (excluding 'other').

<sup>5</sup> £2,726,000 x 12/8 = £4,089,000

the MoJ's handling of the out-of-contract issue will be able to present the pilot's expansion as *a reason for* that fall. The pincer movement is designed to close around the enemy in November. This is because on page 29 paragraph 3.17 of the National Audit Office memorandum on 'The Ministry of Justice's Language Services Contract' (published 10.9.12) it states: 'The Ministry [of Justice] is now keen to move short-notice magistrates' court work and other outstanding aspects of the original contract over to the Capita/ALS system as soon as practicable; *and by 30 November 2012 at the latest*'. So the full-scale restoration to the contract of *all* out-of-contract work will be a *fait accompli* by December. And this will be 'proved' by the figures for December (£OK?). This dovetailing of statistics with policy in order to make it appear subsequently that the policy *produces* the statistics is what I feel lies at the heart of this. In reality however it will be the expansion of the 'blanket ban' on using out-of-contract assistance mentioned by Peter Beeke<sup>6</sup> that will lie at the heart of October & November's 'falls', just as it has lain at the heart of all monthly falls since March. Unless...

### **What may have happened on 24 February:**

Conspiracy theories often grow up because alternative explanations attribute too much absence of any thought to the parties involved. However 'absence of thought' is a likely guilty party where government is involved. On the 24<sup>th</sup> February it is possible that many Listings Offices simply reverted to the ALS default position, and stopped calling on out-of-contract assistance. Perhaps they assumed that the injunction of the February directive to revert to the old system 'until at least 24<sup>th</sup> February' (see above) meant 'only until 24<sup>th</sup> February'. So Peter Beeke's 'blanket ban' may simply be Listings misinterpreting the directive. It is also possible that the MoJ encouraged Listings Offices to return the out-of-contract bookings to ALS as much as possible after 24<sup>th</sup> February, irrespective of whether the 'short, sharp shock' needed to become a 'long, sharp shock' in order to fill the holes left by ALS, and irrespective of whether ALS *could* shoulder the added burden again after a respite of just 7 working days (16-24 February). The countless short notice failures-to-provide throughout the Spring & into the late Summer, which continue to this day as witnessed by 'linguistlounge.org', demonstrate that ALS have not been able to shoulder the burden. They also reveal MoJ's heartlessness towards defendants whose incarceration could have been restricted to one night in police cells had the out-of-contract scheme been prolonged across the board.

However, another even more likely scenario is that the MoJ quickly realised that NRPSIs were so resolute in refusing to fill the holes left by ALS that the out-of-contract scheme was not going to provide much breathing-space anyway. 'Why throw good money after bad?' may have been the attitude on 24<sup>th</sup> February. 'Let's begin to save money where we can on the out-of-contract scheme. If defendants are locked up for a week because successive bail applications cannot be made then that can't be helped. The ancillary costs won't appear on *our* balance sheets'. What we can say for sure is that Peter Beeke's words prove that the MoJ were not prepared to put defendants' interests above that of their statistics.

### **The Pilot Scheme Reconsidered:**

We should take stock of the situation at the risk of repeating ourselves. In early September it became known that the MoJ had started conducting a pilot into the return of short-notice bookings

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<sup>6</sup> See CI 57 of the JSC written evidence document or see my previous post.

to the contract<sup>7</sup>. This implies that, outside of the pilot, no short notice bookings were being serviced *under the contract* until shortly before that time (August?). Furthermore, in the JSC submissions mentioned above, we learn that the pilot 'has progressed well' & that two regions will have their entire short notice bookings returned to the contract '*commencing with the Midlands from 22.10.12*'. So presumably, until 22.10.12, only a modicum of short notice cases at a handful of pilot courts were being processed under the contract. How then does one square this with the dramatic fall in expenditure on out-of-contract bookings that must have been going on well before September? If Grayling had given us the exact month-on-month breakdown, we would have a clearer idea about this. Nevertheless, common sense tells us that the pilot is not going to have such a profound impact that it will have caused a sea change in spend on out-of-contract bookings in the short period between August & the end of September (never mind killing off the out-of-contract spend entirely by Christmas by dint of those pilot expansions we discussed). Nor, self-evidently, can the subsequent expansion of the pilot in October explain the September figure (even if the expansion was successful beyond all expectation).

It is scandalous that, according to the MoJ, the pilot cannot be statistically analysed. I illustrated this absurdity in my last post through the story of Frederic & Ferdinand. In general it is my feeling that the pilot scheme will not only provide a useful narrative to 'explain' savings on 'out-of-contract spend, but will also provide a smokescreen behind which to hide when people come looking for *in-contract* statistics on short notice bookings. As follows...

#### **An Imaginary Discussion:**

Interpreter (to MoJ) 'It's October. Where are your figures for in-contract spend on short notice bookings?' MoJ 'What in-contract spend? We've only recently started a pilot to return these bookings to the contract?' Interpreter 'So where are your statistics for the pilot, so that we can get some sort of handle on this in-contract spend?' MoJ 'Thanks to interpreters like Frederic & Ferdinand we cannot extract such statistics'. Interpreter 'What about complaint statistics for the short notice pilot? Aren't they likely to be significant given that short notice bookings were mainly responsible for the chaos in February leading to their suspension from the contract?' 'No statistics for that either, sorry'. 'Frederic & Ferdinand to blame again?' 'Uh, yes'. 'So why has spend on out-of-contract bookings been plummeting since March?' MoJ 'Because, uh, I'll get back to you on that. In the meantime don't forget that we are now achieving a 95% success rate on contract fulfilment'. Interpreter 'Yes, but isn't it true that you have no statistics for short notice bookings being fulfilled in-contract?'. MoJ 'I told you. Far from there being any such statistics, the contract is not even servicing those bookings yet'. Interpreter 'So in August, your success rate reached a maximum 95% efficiency just when spend on out-of-contract bookings was in free fall and virtually no short notice

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<sup>7</sup> This is the full extract from p.29 paragraph 3.17 of the NAO memorandum on 'The Ministry of Justice's Language Services Contract' published 10.9.12: 'The Ministry is *now* keen to move short-notice magistrates' court work and other outstanding aspects of the original contract over to the Capita/ALS system as soon as practicable; and *by 30 November 2012 at the latest*. A number of police forces are also now interested in moving to the new system. This would reduce the direct costs of language services further and, if quality concerns can be addressed, could improve value for money. But *before they move any further work over to the contract, the Ministry and, where applicable, the police need to be sure that Capita/ALS can meet the demand, and that the specific area of business affected has had the benefit of proper piloting*. The Ministry is now acting on this basis and is currently piloting the new system for short-notice work at 20 magistrates' courts. *It has told us that the pilot is going well*'.

in-contract bookings were being serviced?'. 'Yes'. Interpreter 'So that means there were fewer & fewer short notice bookings as we went through spring and on into the late the summer'. 'Uh, no, not exactly'. 'So what was happening to the one quarter to one third of all cases that required short notice bookings?' 'Uh, less & less...'.

Can I make the point about Frederic & Ferdinand again? The two regions with which the MoJ wanted to begin the full return of short notice bookings to the contract, were the Midlands & the North-West. Is it a coincidence that these are the very areas in which Capita/ALS have police contracts? We have not been told the locations of the 19 Magistrates' Courts and 1 Crown Court participating in the pilot. It would be reasonable to suppose however that, if the pilot has been progressing 'well', the areas where you would begin the subsequent expansion would be the same areas where the pilot was conducted. Let's assume then that the pilot courts are in the Midlands & North West. If you wanted to run a statistically-analysable pilot, would you maximise the chances of confusion between statistics for one type of contract (N-W Police, Staffordshire Police, West Midlands Police) with those for another (FW contract)? Don't the ALS police contracts allow short-notice first hearings to be booked for court? Isn't this species of booking and a short-notice booking being piloted under the national contract effectively one & the same species of booking? Surely it is not one's intention to create a situation under which different sets of statistics should become irredeemably intertwined through confusion between two identical species of bookings as in the Frederic & Ferdinand scenario? Is it?

After Grayling gives his statistics, he adds the following rider: 'the above figure [which figure? doesn't he mean figures?] is the total of the spend outside the contract, not the difference between the old arrangements, and those under the contract'. Here he seems to have anticipated the following query in the minds of his readers: 'These figures seem odd, Mr Grayling. Are you sure they are not the figures you get when you subtract in-contract spend from out-of-contract spend?' Now a reader would not ask this question about the February figure (which is so large it could only represent actual spend). Rather, the reader would be concerned about the September figure of £70,000 which seems a very small sum, so small in fact that Grayling rushes to qualify it. So, it transpires that Grayling's words 'the above figure' was meant to refer to just one figure after all, namely the September 70k figure. Interestingly his words may also be trying to allay an uncomfortable suspicion he thinks might occur to the minds of his readers, namely that the outside-of-contract spend is more than the 'in-contract' spend. In other words he could be interpreted as saying 'You lot mustn't think that perhaps the September in-contract spend *could* feasibly be subtracted from the out-of-contract spend to produce a £70,000 result. No, no, no, it's not like that at all. I realise February's figure was high, but really, it's true, we *have* got 500K down to just 70K'. Oh yes? How exactly? By the pilot scheme alone?

We wonder if he doth protest too much. People often betray a hidden anxiety when they rush to qualify a statement they have just made. The classic example is Bill Clinton's: 'I did not have sexual relations with that woman, **Miss Lewinsky**. I never told anybody to lie, **not a single time; never**'. Why did Bill feel the need to qualify his statements to such an extent? Was he concerned he might not be believed?

Be that as it may, Grayling is certainly getting his statistical ducks into some sort of order. That MoJ short-notice pilot I keep returning to was supposed to be expanding on 22.10.12 (see above). My

feeling is that the September £70 thousand figure will one day be rolled out as a *post factum* justification for the perfect timing of this expansion. That is, the outside-of-contract spend is dropping to [kind of] 'zero' just as the pilot goes [kind of] 'nationwide'. What wonderful synchronisation of policy. A retrospective three cheers for the MoJ everyone. In fact the pilot and the month-on-month fall in spend can have very little to do with each other *even if* the 20 pilot courts enjoy a remarkably disproportionate slice of the action compared to the other 387 Crown & Magistrates' Courts nationwide. A pilot is just a pilot. A pilot scheme does not generate the results by which a policy's ultimate success is judged. Its role is only to provide the statistical justification for the pursuance of that policy. What a pilot scheme achieves is, by definition, 'a [measurable] drop in the ocean'. In any case the pilot post-dated the cut-backs in out-of-contract spend by 6 months. Thus, leaving the pilot aside, the MoJ must answer the following question: 'In the pre-pilot days of pre-August, how is it possible that out-of-contract spend was plummeting month on month unless either (a) fewer & fewer short notice bookings were required or (b) those bookings were required but were not made?'.

### **An Allegory:**

It is October. The Ministry of Bright Ideas brings out a statement: 'We tried to grow tomatoes out of doors last November. We had mixed results. Unfortunately the strain most popular with consumers, namely Moneymaker, was a complete failure. We reverted to using our private greenhouses and that tided us over. It kept us in Moneymaker tomatoes all winter. However we tried a pilot scheme in June whereby we returned some of these tomato plants to the outdoors. Things went well. So well in fact that the greenhouse produce became less & less important. We were able to scale right back on it. \*\*\* We therefore feel our decision in returning all our Moneymaker production to the outdoors will be seen to be fully justified. Our out-of-doors production should be fully up to speed by November, just one year late'. *Note: At \*\*\* the original story contained the following phrase which has since been excised by the editors: 'In fact things had gone so well that we had started scaling back on greenhouse production even as early as last December'.*

### **Three mistakes?:**

If Grayling can come up with reasonably exact figures for out-of-contract spend, month-on-month, does this not suggest Helen Grant might not have been wholly accurate when she said in a Commons reply on 30.10.12: '*Information on the cost of translation in the magistrate's (sic) courts was not collected separately prior to 30 January 2012*'? I had been sending my HMCTS court claim forms to the Payments & Accounts Office at Lowestoft for a long time prior to 30.1.12. Lowestoft continues to process out-of-contract claims even now. Presumably Grayling collated his information from such centres as Lowestoft. Why was this not being done before? In fact FOI 70507 proves that it was being done before, as I showed in an earlier post. Incidentally I have learnt Lowestoft's work is in the process of being handed over to an 'external agency'. This strongly suggests that the processing of payments for out-of-contract interpreter claims is in the process of being outsourced. As payments are a back-office function this move will not create any controversy in principle. However it will no doubt mean that any verifiable statistics for out-of-contract spend will soon disappear down the plug-hole labelled 'commercial client confidentiality'. Or the plug-hole labelled 'don't know, can't know, won't know'.

Another possible inaccuracy lies in the £30 million estimate of the combined Court & Tribunal expenditure on interpreters in previous years<sup>8</sup>. The second revised MoJ statistical bulletin states that 53.4% of Capita/ALS booking requests were for Criminal Courts & Prisons while 8.1% were for County Courts and 38.5% were for tribunals. If we are ultra-conservative and subtract 1.5% for prison bookings from the Criminal Courts' total (53.4 - 1.5), we find that 51.9% of bookings were for Criminal Courts. This makes a total of 60% exactly (so it seems) for Criminal & County Courts combined (51.9 + 8.1). However, by Wheeldon's own admission, at least 25% of bookings were short-notice & these do not figure in the MoJ's statistics. Now since Criminal Courts make up the vast majority of these last-minute bookings we should assume that the 51.9% figure above must be increased proportionately.

To put it simply say you have 50 rotten apples out of 100, then you discover another 33.33 rotten apples which you had failed to take account of. To arrive at the effective percentage figure for rotten apples you add 50 to 33.33 to get the total of rotten apples (83.33), before multiplying 83.33 by 100/133.33. That gives you 62.5%. We could increase that a bit since our figure was 51.9% for Criminal Courts (not 50%), but on the other hand some short notice bookings were for Tribunals, though not that many. Let's say 62.5% is right for Criminal Courts. This will have a knock-on effect on the percentages for Tribunals & County Courts. Their share is now only a total of 37.5% of the original. If we give the 1.5% Prison percentage to the Tribunals (to offset even further their small contribution to the out-of-contract bookings) that means the Tribunals' original proportion of the cake will now be 40% (38.5% + 1.5%) whilst the County Courts will have had a fraction over 8%. Thus the Tribunals had 5/6 of the combined Tribunal/County Court total of 48%. So we need to give 5/6 x 37.5% to the Tribunals. This comes to 31.25%. The County Courts end up with 6.25%. Thus the real statistics for interpreter bookings are that 62.5% of them are for Criminal Courts, 31.25% are for Tribunals, & 6.25% are for County Courts. The combined Criminal & County Court total is now 68.75%. This is substantially different to the 60% that appeared to be the case earlier.

If we assume all interpreter claims are of approximately the same value monetarily, the combined Criminal & County Court *expenditure* on interpreters will be around 68.75% of the total. We know that the total sum expended on interpreters in Criminal & County Courts was £17.2 million in 2010/11 (see FOI 70507). If we then multiply £17.2 million by 100/68.75 we get £25 million as the sum spent on interpreters in *all* courts & tribunals in 2010/11. This is substantially different to the £30 million claimed by Grant. Neither can she claim that 2011/12 would have shown a big increase on 2010-11 (from £25 to £30m?). This is because the FOI 70507 proves that the 2010/11 figure was itself 13% down on the previous year. The truth is surely that the figures for 2011/12 are much more likely to have shown another decrease, possibly down by as much as another 13% to around £21.75 million. And we should not forget that Wheeldon thought the percentage of short-notice bookings was '25 to 30%'. We have based the above calculations on the lower of these two figures. If the total of short notice bookings were nearer 30% this would see the percentage of Criminal Court claims rising to 65% of the total with Tribunals dropping to 29.17% and County courts falling to 5.83% of the original total percentage of claims. This would mean the combined Criminal & County Court figure rising to 70.83%. Thus the gross figure spent on interpreters would drop to £17.2 million x 100/70.83, namely £24.283 million (or only £21.127 million if we deduct the 13% annual decrease).

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<sup>8</sup> '...we estimate that the cost of services to the Department was approximately £30 million, including *all* criminal and civil courts and tribunals...'



This is important as the £30 million figure will be used as the baseline figure when the MoJ claim its 50% savings in February 2013. In fact, on the figures presented here, even if total spend in 2012/2013 does not exceed £15 million, that £15 million will only represent a saving of 40% on £25 million (the highest figure for 2011/12), or a saving of only 29.5% on £21.27 million (the lowest figure for 2011/12). Lastly, if one knew whether the government had arrived at the £30 million figure based on the same sort of figures as those presented here, then one would know how far to challenge them about them.

One final thing that Grant may prove to be wrong about is her conclusion to this Commons answer: 'The lack of visibility of the amounts spent in this area was one of the factors which led the Department to make a change to the way these services are sourced. **This information will be more readily available in the future**'. I am sure we and the HMCTS Payments & Accounts staff are all greatly reassured.