

to Burroughs

LIE 16
LIE 10

Mr J Canavan
EHF1A
Room 505
EH

GRO-C

From: Ronald Powell SOLB3
Date: 29 April 1991
Copy: Dr A Rejman MEDISDS

HIV HAEMOPHILIAC LITIGATION

1. I spoke to Mark Mildred and Michael Brooke around 12.45 pm. They were concerned solely about the detailed procedure for distributing the offer letter.
2. What has been agreed is that I will provide Michael Brooke chambers with eighty sets of documents comprising:-
 - (i) the offer letter as previously agreed;
 - (ii) correspondence concerning the Social Security disregard;
 - (iii) terms of settlement including all the schedules.
3. The terms of the settlement will use only the copies of the schedule which have the numbers in (ie, no names). I am sending a copy of the settlement separately.
4. I think the only outstanding points on the 24th April 1991 version of the terms of settlement were the short amendments concerning the Social Security disregard and the date of payment to go in paragraph 2. So far as I am aware the amendment concerning the Social Security disregard has been agreed.
5. I am awaiting instructions from you as to what date is to go in to paragraph 2. In the version of the terms of settlement dated the 26th April the date of the 3rd May has been inserted though Justin Fenwick has given me some additional sheets with other dates on them if they are needed.
6. Simon Pearl raised a point on page 15, paragraph 6 and the extent to which the Macfarlane Trust monies should be taken into account as regards damages for negligent counselling. We discussed this earlier and I have now written to Simon Pearl drawing attention to the amendment that Justin Fenwick has made to the paragraph in question - he has added the words "or the persons whose benefit the action is brought".
7. I think Justin Fenwick's argument is that you cannot claim substantial compensation for the birth of an unplanned child. In a recent case concerning an unplanned child after a vasectomy operation, the couple concerned were awarded £1,500. The amendment that is made is intended to cover the fact that if the child is awarded compensation for increased risk of HIV infection then the Macfarlane Trust money should be taken into account then.

8. I think the outstanding points of principle are now the terms of the Macfarlane Trust deed upon which I am waiting comments from John Williams and Paisner & Co.

GRO-C

RONALD POWELL
Room 419
New Court
Ext GRO-C
GTN GRO-C