

*Ann*  
*2/12/93*

Our Ref: **NQL 8/2**  
*NQL 14/1*

Mr R Henderson  
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Room 3/56  
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**HAEMOPHILIAC HIV SCHEME OF PAYMENTS - CLAIM FOR  
COMPENSATION FOR HEPATITIS B INFECTION**

*on NQL 1/11*

I refer to your minute of 13 September about the application for legal aid received from **GRO-A** and our subsequent discussion about the differences in the English and Scottish schemes of payment.

A thorough review of our files has revealed no reason why the English scheme includes a clause to ensure no claims can be raised for a hepatitis infection following receipt of payment for HIV and the Scottish scheme doesn't.

The English draft Trust Deed dated 22 March 1991 did not mention Hepatitis but the next draft received on 24 April did. This amendment was not highlighted. Similarly, the English draft Terms of Settlement dated 28 March 1991 did not include Hepatitis but their next draft received on 24 April 1991 does. Again, this amendment was not highlighted.

It would appear that the insertion of this clause may have been overlooked and should have been included in the Scottish scheme.

I would be grateful to receive your comments and advice. You may be aware of a particular reason why the clause was not included in the Scottish scheme.

If a meeting would be helpful, I can make the arrangements.

**GRO-C**

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*6* October 1993

*Miss Radford*  
*S/F 20.10.93*  
*(To SF)*  
**GRO-C** *7/10*  
*Miss Foster - for info*  
*+ file BF to check*  
*for response.*  
**GRO-C** *6/10*