DOLMANS INSURANCE BULLETIN

Welcome to the September 2024 edition of the Dolmans Insurance Bulletin

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J E v Vale of Glamorgan Council

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If there are any items you would like us to examine, or if you would like to include a comment on these pages, please e-mail the editor:

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REPORT ON

The Long Road to Discontinuance

J E v Vale of Glamorgan Council

Sometimes even those matters that appear to be relatively straightforward, on paper at least, will follow a somewhat prolonged and deviated route before eventually reaching trial. This is especially true in those cases where a claimant's representatives will attempt to introduce new arguments and amendments at various stages throughout the proceedings.

Such a route was taken in the recent case of *JE v Vale of Glamorgan Council*, in which Dolmans represented the Defendant Local Authority.

As will be seen, the Claimant's various attempts to prevaricate and alter his case in this particular matter backfired somewhat, leading to the Claimant's eventual discontinuance of his claim.

Background/Allegations

The Claimant alleged that he was walking through a car park at the rear of some houses when he tripped in a pothole, causing him to fall and sustain personal injuries.

It was initially alleged that the Claimant's alleged accident was caused by the negligence and/or breach of statutory duty of the Defendant Local Authority's employees, servants and/or agents. The Claimant alleged in his initial Particulars of Claim that the Defendant Local Authority was in breach of Section 2 of the Occupiers' Liability Act 1957 accordingly.

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REPORT ON

Contesting Jurisdiction

Before filing/serving any Defence in this matter, there were certain jurisdiction issues that needed to be resolved. The Claimant appeared from the pleadings to have issued Court proceedings twelve days outside of the requisite limitation period. The Claimant's Solicitors then attempted to serve the said Court proceedings some three months later than the date that they were supposed to be served, normally within four months of the issue date.

As such, Dolmans, on behalf of the Defendant Local Authority, filed an Acknowledgment of Service contesting jurisdiction, and this was followed by an appropriate Application for a declaration that the Court had no jurisdiction to try the Claimant's claim and/or that the Claimant's claim be struck out. The initial hearing of the Defendant Local Authority's said Application had to be adjourned, given that the Claimant's Solicitors could not secure Counsel in time for the same.

The Claimant's Solicitors subsequently argued that Court proceedings had been forwarded to the Court for issue prior to expiry of the relevant limitation date. However, and despite several requests for proof of the same, the Claimant's Solicitors initially failed to provide any such documentation. They eventually provided a copy of the relevant Notice of Issue, which indicated that Court proceedings were, in fact, forwarded to the Court in time, but the arguments regarding late service of such Court proceedings remained.

After some considerable time and further requests, the Claimant's Solicitors eventually provided a copy of a Court Order that purported to extend the date for service of Court proceedings. However, the said copy Court Order had not been received by the Defendant Local Authority and, again, proof of service of the said copy Court Order and associated Application was requested.

The Deputy District Judge hearing the said Application was persuaded, on balance, that Court proceedings had been properly issued and served, but was conscious of the Defendant Local Authority's arguments regarding the Claimant's Solicitor's conduct/ lack of co-operation in particular, which was reflected in a substantially reduced Costs Order.

REPORT ON

Application to Amend Particulars of Claim – Part One

The Claimant's Solicitors subsequently issued an Application to file and serve Amended Particulars of Claim, to include specific allegations under the Highways Act 1980.

Although the Claimant made a brief reference to the Highways Act 1980 in his Particulars of Claim, no allegations regarding any breach of the same were pleaded. However, and for the avoidance of any doubt, Dolmans, on behalf of the Defendant Local Authority, had already pleaded in the Defence that the location of the Claimant's alleged accident was not part of the adopted highway, that the land in question was owned and controlled by the Defendant Local Authority for the purposes of the Occupiers' Liability Act 1957 which had been pleaded, and that there was no registered right of way at the said location. As such, it was argued that there was no need for the Claimant to amend his Particulars of Claim to include breach of the Highways Act 1980.

Despite the Defendant Local Authority's arguments, the District Judge hearing the Claimant's said Application granted permission for the Claimant to amend his Particulars of Claim to include breach of the Highways Act 1980 and for the Defendant Local Authority to amend its Defence accordingly.

However, the District Judge was obviously not impressed that breach of the Highways Act 1980 had not been properly pleaded previously and ordered the Claimant to pay the Defendant Local Authority's costs of and occasioned by the amendment, such costs to be assessed at the conclusion of the matter.

At the same hearing, the District Judge provided further Fast Track directions so that disclosure and exchange of Witness Statements could at last take place.

Defendant Local Authority's Witness Evidence – Not Adopted Highway

The Defendant Local Authority's witness confirmed that the location of the Claimant's alleged accident was Housing land owned by the Defendant Local Authority.

The Claimant's photographs of the alleged defect were disputed. The measurement shown in one of the Claimant's said photographs did not appear to be accurate and did not show the depth of any tripping face. The level shown in the said photographs could not be seen completely and did not appear to be resting upon anything to one side. The photograph of the measurement had also been taken above from an angle. Although there appeared to be evidence of some surface wear/erosion, the location of the alleged defect had not been subject to a previous repair and there were no records of any previous repairs where the alleged defect was located.

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Plans showing the extent of any adopted highways and designated public rights of way in the area where the Claimant's alleged accident occurred were exhibited to the Defendant Local Authority's witness evidence. No adopted highways and/or designated public rights of way were shown anywhere near the location of the Claimant's alleged accident. The location of the Claimant's alleged accident was in front of some garages, so would normally only be used by people using those garages.

The location of the Claimant's alleged accident was inspected and maintained on a reactive basis, which the Defendant Local Authority considered to be adequate and reasonable given usage of the area, namely mainly vehicle access to the adjacent garages, and the lack of previous complaints and/or accidents relating to the said location. Indeed, the Defendant Local Authority had no record of any complaint in relation to the alleged defect during the twelve month period prior to the date of the Claimant's alleged accident. The Defendant Local Authority also has no record of any other accident occurring at the location of the Claimant's alleged accident during the twelve month period prior to the date of the same.

It was argued that the relevant location was repaired merely as a matter of prudence following the Claimant's alleged accident and because of the reactive system in place. It was argued that as there was no scheduled system of inspection/maintenance in place at the said location it would have been prudent to undertake repairs, rather than monitor the alleged defect, given that there would be no subsequent/scheduled inspection. It was also argued that it did not follow that the location was deemed to be dangerous just because repairs were undertaken in these circumstances and especially as the location was subject mainly to vehicle access and not pedestrian use.

It was reiterated that the location of the Claimant's alleged accident was not part of the adopted highway and this was clear from the plans exhibited to the Defendant Local Authority's witness evidence.

Application to Amend Particulars of Claim – Part Two

Less than a month before the trial date, the Claimant gave notice of his intention to issue yet a further Application to amend his Particulars of Claim. This time the Claimant sought to amend his Particulars of Claim to include breach of the Occupiers' Liability Act 1984, in case the Court held that the Claimant was not a lawful visitor to the relevant location.

Having sought the Defendant Local Authority's instructions, Dolmans advised that any such Application would be opposed, particularly as this was so close to the trial date and the Particulars of Claim had already been amended, as referred to above. There was also insufficient detail in the Claimant's Application Notice, with no background/reasons whatsoever provided for in the Application. In any event, it was argued that the proposed amendment did not appear to be relevant.

Part 18 Requests for Further Information

At the same time, the Claimant's Solicitors served two separate Part 18 Requests for Further Information and requested responses within fourteen days given the close proximity to the trial date.

Dolmans, on behalf of the Defendant Local Authority, disputed the need for the said Part 18 Requests for Further Information. It was argued that the said Part 18 Requests were far too late. In any event, the said Requests were either questions for cross-examination or were irrelevant and appeared to conflate a Highways Inspector observing/highlighting an alleged defect on neighbouring land as making that land a Highway Maintainable at Public Expense, which the Defendant local Authority argued was incorrect.

Indeed, the Highway maintenance document upon which the Claimant sought to rely upon explicitly referred to Housing land, not Highway, and demonstrated the reactive system in place.

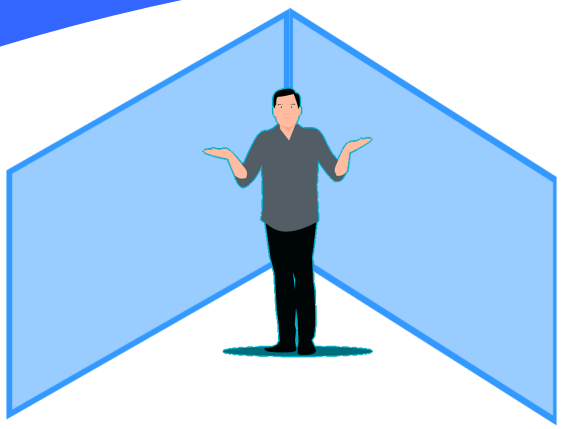
Desperate Measures – Claimant's Various Offers and Threat of Adjournment

The Claimant made several offers to attempt to settle the matter throughout the proceedings, including various Part 36 quantum and liability offers. As the trial date approached, the Claimant sought to settle his claim by way of a Calderbank offer.

Suffice to say, none of the said offers were accepted by the Defendant Local Authority, but even then the Claimant's Solicitors made a last minute attempt to settle the matter by offering a much reduced global settlement figure to include the Claimant's damages and costs. Again, this was rejected.

Likewise, the Claimant's Solicitor's intimation that they would seek an adjournment of the trial pending their proposed Application to amend the Claimant's Particulars of Claim and service of the suggested Part 18 Requests for Further Information, referred to above, were quickly dispelled on behalf of the Defendant Local Authority.

REPORT ON



Discontinuance at Last!

Having been backed into a corner, the Claimant had no option but to proceed to trial or discontinue. By way of sweetener to take the latter approach and given that this was a QOCS matter in any event, the Defendant Local Authority agreed that it would not seek to enforce the earlier Costs Order if the Claimant discontinued without any further delay.

The Claimant agreed and the matter was discontinued, thereby saving additional costs and Counsel's Brief fee in particular.

Comment

As with all litigated matters, the success or otherwise of a Claimant's claim will depend upon various issues and how these are dealt with before the matter even gets to trial.

In the above matter, the Claimant attempted several times to modify his case and thereby provide the best possible chance of success at trial. It was clear from the Claimant's various attempts to amend his Particulars of Claim that his hope was to throw as much mud as possible and hope that something would stick. However, it was equally clear that the Defendant Local Authority had a strong Defence that was supported by robust witness evidence.

As such, it was important not to get distracted by the Claimant's various attempts to interfere with procedural aspects, to combat these quickly and to focus on the Defence. Indeed, Dolmans, on behalf of the Defendant Local Authority, maintained a robust stance throughout this matter. From the outset, the Claimant's Solicitors were aware that the Defendant Local Authority would be strongly defending the matter and were under no illusion that attempts to prevaricate would not be tolerated.

It was this stance and consistent refusals to just accede to the Claimant's various requests, Applications and later attempts to settle, that led to the Claimant's eventual discontinuance, with resultant damages and costs savings for the Defendant Local Authority.

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CASE UPDATES

Claim Form - Solicitors Instructed to Accept Service

Keilous v Houghton
[2024] EWHC 2108

The Claimant issued proceedings under the Inheritance (Provision for Family and Dependants) Act 1975. The time limit for bringing the claim expired on 1 December 2023.

The Claim Form was issued on a protective basis on 29 November 2023. The deadline for taking the steps required by CPR 7.5 was, therefore, 12:00 midnight on the calendar day 4 months after the date of the issue of the Claim Form (i.e. by midnight on 28 March 2024).

Following the issue of the Claim Form, a Letter of Claim was sent on 14 December 2023 and negotiations towards mediation took place.

On 13 March 2024, the Claimant's Solicitors asked whether the Defendant's Solicitors were instructed to accept service. The Defendant's Solicitors said they were instructed to accept service. The Claimant's Solicitors overlooked this response and wrote to the Defendant's Solicitors again (on 25 March 2024) about service, but no response was received.

Finally, on 27 March 2024, the Claimant's Solicitors e-mailed the Defendant's Solicitors: "*The service deadline is tomorrow, can you please confirm if you have instructions to accept service".* An 'out of office' response was received to this e-mail.

On 27 March 2024, the Claimant's Solicitors served the Claim Form on the Defendant personally. Copies were sent to the Defendant's Solicitors via e-mail. None of these were valid service.

On 28 March 2024, the deadline for service expired. Notwithstanding this, the parties continued negotiating as to the date for mediation.

On 12 April 2024, the Defendant filed an Acknowledgment of Service and made an Application under CPR 11 challenging jurisdiction.

The Claimant also made an Application for relief from sanctions and to remedy their procedural failure pursuant to CPR 3.10, or, alternatively, for permission to extend time; alternatively retrospective permission to serve the Claim Form by an alternative method.

The Court was required to consider:

(1) Whether there was a "good reason" to (retrospectively) authorise service of the Claim Form by sending it directly to the Defendant or sending it by e-mail to the Defendant's Solicitors.

(2) Whether the Claimant had taken all reasonable steps to serve the Claim Form in time and been unable to do so.

Held

Whether a defendant's solicitors are instructed to accept service is, self-evidently, a very significant fact in the conduct of litigation. Once the inquiry has been made and answered, reasonable steps would consist of recording or highlighting the fact on the file so that it is readily ascertainable – not leaving it unmarked in correspondence to be reviewed when the remaining time for service was running short. If that had been done, the error would not have been made. The fact that it was not done led to an avoidable error. This meant that the Claimant could not show that there was good reason to authorise service by an alternative method; or that they took all reasonable steps to serve the Claim Form within the period of its validity; or that they were unable to do so. They were plainly able to do so.

The Defendant's Application, therefore, succeeded and the Claimant's Application was dismissed.

Costs Budgeting - Costs Management Hearing - Costs

Jenkins v Thurrock Council
[2024] EWHC 2248 (KB)

Following on from the Judgment in *Worcester v Hopley [2024]* reported in last month's edition of the Dolmans' Insurance Bulletin, this is another Judgment by Master Thornett regarding the costs of costs management.

The Claimant ('C') suffered significant injury to his right foot and ankle and alleged psychological injury whilst working as a refuse collector. A claim for damages exceeding £200,000 was issued against the Defendant Council ('D'). Liability was admitted. C's Schedule of Loss included claims for loss of income, treatment, therapy, care and accommodation adaptation. As the Judge put it, '*the level of sophistry of the case is … towards the lower end of claims as case and costs managed in the High Court and entirely typical of claims case and costs managed in the District Registries*'. There was nothing to suggest there should be significantly high estimated legal costs.

CASE UPDATES

Directions through to a five day assessment of damages hearing were given at a Case Management Hearing on 7 June 2024. In accordance with the KB Masters' routine practice, a separate Costs Management Hearing was listed for 17 July 2024 to enable the parties in the interim to revise their budgets to reflect the directions and negotiate budgets.

At the Case Management Hearing on 7 June 2024, the Court had made preliminary observations on the apparent disproportionality of C's budget. C had served a budget to trial of £1,195,754.26, including incurred costs of £355,640.61. D's budget was £383,417.20.

Following the Case Management Hearing, C served an updated budget reduced to £944,537.16. Further negotiations regarding C's budget were unsuccessful. D's budget was agreed at £368,427.30.

At the Costs Management Hearing on 17 July 2024, the Court was satisfied that C was maintaining an '*unrealistic and inappropriately ambitious budget'*. The Court decided to defer budgeting costs for the Trial Preparation and Trial phases to a date closer to the Trial Window to be in a more informed position to gauge whether C's estimated costs for those phases (£204,742.98) had any greater foundation than was apparent at the Costs Management Hearing in July. The same approach was taken to ADR costs (estimated at £49,000).

Given the level of percentage reductions made to C's budgeted costs (25.63% issue/ statements of case; 55.87% disclosure; 24.32% witness statements; 59.98% expert reports), D submitted that a costs order other than 'costs in the case' should be made.

The Judge concluded that C had presented and maintained an unrealistic and disproportionate approach to his estimated costs in the context of the demands and requirements of this case and continued to do so despite the observations at the Case Management Hearing in June and the opportunity to modify his position thereafter, prior to the July Costs Management Hearing, during the period specifically prescribed by the Court to facilitate discussion and negotiation of budgets. Had a more reasonable approach been taken by C, the Costs Management Hearing on 17 July 2024 could well have been avoided.

The Judge ordered that C pay D's costs of the Costs Management Hearing on 17 July 2024 and C's costs management costs such as may come to be assessed in the event C recovers costs upon success be reduced by 35%.

CASE UPDATES

Human Rights Act - Strike Out - Public Authority

Sammut v (1) Next Steps Mental Healthcare Limited (2) Greater Manchester Mental Health NHS Foundation Trust
[2024] EWHC 2265 (KB)

The Claimants ('C'), the estate of a deceased man ('S'), brought a claim against the Defendants for damages for clinical negligence, false imprisonment and under the Human Rights Act 1998 (HRA) for breaches of ECHR Articles 2, 3, 5 and 8. The First Defendant ('Next Steps') applied to strike out the HRA claims against it or, in the alternative, for Summary Judgment.

S suffered from chronic and enduring treatment resistant schizophrenia. For much of his adult life he was detained under s.3 of the Mental Health Act 1983. On 26 February 2018, following a best interests review, he was moved from a secure hospital to a facility operated by Next Steps. Whilst at the facility he was treated as a person subject to deprivation of liberty safeguards although, save for a short initial period, this was not authorised.

S died on 20 April 2019. The inquest found the cause of death to be bronchopneumonia, large intestinal obstruction and faecal impaction related to the side effects of Clozapine schizophrenia medication.

Next Steps submitted that it was not a public authority and so no remedy under the HRA could be awarded against it ('the admissibility issue'). In the alternative, Article 2 was not, on the facts of the present case, engaged ('the engagement issue').

The Admissibility Issue

By s.6 of the HRA, it is unlawful for a public authority to act in a way which is incompatible with a Convention right. Public authority is not exclusively defined in the Act but, by s.6(3), includes '*any person certain of whose functions are functions of a public nature*'. Not every act of such a person gives rise to a claim. The Court must consider if the potentially unlawful act is, by nature, private or public. If the former, the person is not a public authority.

The was no suggestion that Next Steps was a core public authority.

C submitted that Next Steps were acting as a public authority, exercising functions of a public nature for the purposes of the HRA and relied on *R(A) v Partnerships In Care Ltd [2002].* Next Steps were contracted by the Second Defendant to provide care and treatment services to S. The costs of S's care at the Next Steps facility was met by Manchester City Council, Manchester Clinical Commissioning Group and NHS England under s.117 of the Mental Health Act 1983.

CASE UPDATES

In *YL v Birmingham CC [2007]*, the House of Lords held that a private care home did not perform functions of a public nature. This led to legislation changes now set out in s.73 of the Care Act 2014 which provides that, in certain circumstances, a private care home will be taken for the purposes of s.6(3) of the HRA 1998 to be exercising a function of a public nature. However, s.73 requires that care or support is arranged or paid for by a specified authority and that this is done under a specified statutory provision. This does not apply to care and support funded pursuant to s.117 MHA.

C accepted that s.73 did not apply, but suggested that the Judge should bear in mind that Parliament had overridden the decision in *YL* by statute. Further, C relied on *R(A)*, which predated *YL* and had been cited in *YL*, noting that when exercising their powers of compulsory detention under the MHA 1983 a private psychiatric hospital was performing functions of a public nature.

The Judge found that *R(A)* did not assist C. When considering *R(A)* in *YL* the compulsory nature of detention was emphasised as critical. C's case in respect of false imprisonment was that Next Steps was not exercising powers of compulsory detention. The 'critical' factor was, therefore, missing in C's case. *YL* applied. Next Steps' functions were entirely private. It was simply carrying on business for a profit. C's argument that Next Steps was exercising a public function when detaining or caring for C was bound to fail and the claims against it under the HRA should be struck out. The Judge stated that if he was wrong on this he would, in any event, grant Next Steps Summary Judgment as there were no reasonable grounds on which C might succeed in establishing that Next Steps was a public authority.

The Engagement Issue

In the alternative, the Judge stated that if he was wrong to strike out or give Summary Judgment in respect of the HRA claims, the Article 2 claim would have been struck out (or Summary Judgment granted) in any event as Article 2 was not engaged on the facts of this case.

In *R (Maguire) v HM Senior Coroner for Blackpool and Fylde [2023]* it was explained that '*very exceptional circumstances'* would be required before the State could become responsible for the acts and omissions of health care providers. Two types of exceptional categories were explained, the first requiring that the medical professional must have gone beyond mere medical negligence and must have been '*fully aware the patient's life was at risk if treatment was not given*'. The second required a dysfunction '*genuinely identifiable as systemic'*.

CASE UPDATES

C submitted that the 'life saving treatment' not given was medication required to counteract the effects of Clozapine and the denial of this treatment was a result of a systems failure which knowingly, or at the very least recklessly, put S's life at risk, a risk that materialised. The Judge found this alleged 'denial' was insufficient to engage Article 2. It was no more than an allegation of (very serious) clinical negligence. There was also no pleaded dysfunction that was genuinely identifiable as systemic. Pleaded failures to establish, maintain and apply procedures was a plain reference to something going wrong or functioning badly as a result of clinical negligence, not systemic failures. Furthermore, applying *McGuire*, 'recklessness' as to the risk to life as a result of denial of treatment is insufficient to engage Art. 2. It is the need for 'full awareness' that elevates the matter above the realm of clinical negligence.

Accordingly, the claims against Next Steps under the HRA 1998 could not proceed.

Part 36 - Fixed Costs - Transitional Provisions

Bi v Tesco Underwriting Limited
[2024] Manchester County Court

The Claimant's claim arose out of a road traffic accident in August 2022.

On 05 April 2023, the Defendant made a Part 36 Offer in the following terms:

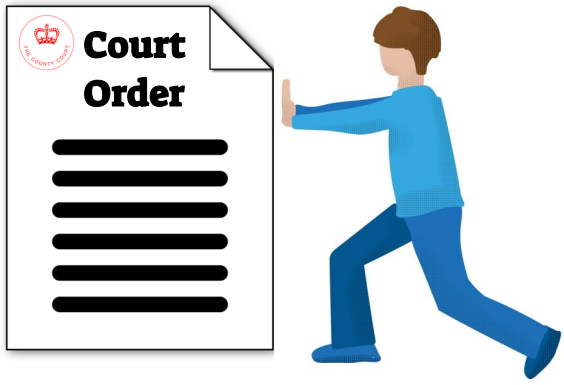
"*Inclusive of general and special damages and net of liability, we formally offer to your client the gross sum of £3,555.36 in full and final settlement of the hire, storage and recovery elements of the claim. The offer is made pursuant to Part 36 r.36.5(1) of the CPR. If the offer is accepted within 21 days of the date of this letter, we will be liable for the Claimant's costs in accordance with Rule 36.13 or 36.20 of the CPR …*".

The offer was accepted by the Claimant on 11 April 2023. The acceptance e-mail said nothing about costs.

For reasons which were not clear, the Claimant did not serve an informal bill of costs until 10 October 2023. The Claimant sought to recover costs on the standard basis. The Claimant issued Part 8 proceedings on 27 November 2023.

The Defendant served an Acknowledgment of Service which did not contest the making of a costs order.

CASE UPDATES



On 23 December 2023, a Deputy District Judge made an Order that the Defendant pay the Claimant's costs to be subject to Detailed Assessment on the standard basis if not agreed.

The Defendant applied to set aside the Order on the basis that on 1 October 2023 the Civil Procedure (Amendment number 2) Rules 2023 [2023] No 572 came into force which enacted a considerable extension to the fixed costs regime. Part 45 is now considerably expanded and contains, for material purposes, Part IV, VII and VII which relate to the fast track, the intermediate track and noise-induced hearing loss claims respectively. It was common ground between the parties that the Claimant's claim would normally be allocated to the fast track and that the effect of CPR 45.43 and Table 12 was that the recoverable costs, if this case were dealt with under the amended rules, were nil. The Defendant's position was that the costs of the claim fell to be determined under the amended rules and should be assessed at nil.

The Defendant submitted that the Claimant's claim was a demand for damages and costs. The part of the claim that had not yet been resolved (i.e. the costs) was subject of the proceedings issued on 27 November 2023 and was, therefore, subject to the new rules. It was further submitted that the transitional provisions contained in Rule 2 of the Amendment Rules, being a procedural rule, should be construed as having retrospective effect.

The Claimant's case was that the Defendant should pay the Claimant's costs on the standard basis. The Claimant accrued rights under the agreement made by acceptance of the Part 36 offer and such rights should not be removed by retrospective operation of the transitional provisions of the Amendment Rules. The Amendment Rules were not merely procedural but were substantive because they affected the rights of litigants; accordingly, the rule applied that legislative provisions generally should not have retrospective effect. It was submitted that the parties had made an express agreement that the costs would be paid in accordance with CPR 36.13 in its pre-amendment form. Alternatively, the Amendment Rules did not apply to the underlying claim but only to the costs of that claim.

Decision

The Court held that the Part 36 Offer did not prescribe the basis upon which costs were to be paid. The offer was made and accepted on the basis that the costs would be determined in accordance with the rules. It was accepted that it was open to the Claimant to commence costs only proceedings under CPR 46.14 at any time. Had the Claimant done so before 1 October 2023, the cost would have been assessed on the standard basis: (old) CPR 36.13(3) – there being no fixed costs regime which then applied to the Claimant's claim.

The rules were changed to implement an extension of the fixed recoverable costs regime, specifically by the introduction of CPR 36.23, CPR 36.43 and Table 12. The effect of the new rules introduced by the Amendment Rules would be to deprive the Claimant of her claim to costs if the amended provisions applied.

The natural meaning of the Transitional Provisions meant that the Amendment Rules applied to the Claimant's claim for costs because:

(a) This was a claim where proceedings were issued after 1 October 2023.

(b) The Claimant's claim could only be determined by reference to the applicable rules.

(c) The rules by which the Defendant's liability for costs were to be assessed were amended by the Amendment Rules.

The context in which the Amendment Rules were made was consistent with the construction decided upon by the Court. The Amendment Rules were intended to benefit everyone concerned by introducing a certain and proportionate costs regime. On the construction of the Part 36 Offer, the Claimant's right was not to costs assessed on the standard basis, but costs determined in accordance with the rules. Because the Claimant did not issue the costs only proceedings until after the amendment to the rules came into force, the costs of her claim for damages fell to be determined under the amended rules.

For further information on any of the above cases updates, please contact:

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- Employers' liability claims – investigation for managers and supervisors
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- Flooding and drainage – duties and powers of Highway Authorities for drainage and flooding under the Highways Act 1980. Consideration of case law relating to the civil liabilities of the Highway Authority in respect of highway waters
- Highways training
- Housing disrepair claims
- Industrial disease for Defendants
- The Jackson Reforms (to include : costs budgeting; disclosure of funding arrangements; disclosure of medical records; non party costs orders; part 36/Calderbank offers; qualified one way costs shifting (QWOCS); strikeout/fundamental dishonesty/fraud; 10% increase in General Damages)
- Liability of Local Education Authority for accidents involving children
- Ministry of Justice reforms
- Pre-action protocol in relation to occupational disease claims – overview and tactics
- Public liability claims update

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