

HILLSBOROUGH STEERING COMMITTEE

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Tel: 051 255 0628 Fax: 051 236 0047 DX 14100

30th November 1989
EMS/DW

[REDACTED]
F.A.O. [REDACTED]

Dear [REDACTED]

RE: HILLSBOROUGH GROUP - BULLETIN 11

There has been a very important development since our last Bulletin.

Following a without prejudice approach from the South Yorkshire Police Authority and their Insurers last week we have today received a letter formally putting forward proposals to settle the vast majority of civil claims arising out of the Hillsborough tragedy.

The proposals are put forward on behalf of the First Defendants only and without agreement having been reached between the respective Defendants as to liability and as to any apportionment of liability.

For that reason and because the First Defendants (the Police) specifically wish to reserve their right to pursue a claim for recovery against the other Defendants they make no formal admission of liability. The claims however will be settled on a full liability basis and, if terms are agreed, then the sums accepted will be accepted in full and final settlement of each individual client's claims arising as a result of the Hillsborough Disaster and they will assign any claim against other Defendants to the Chief Constable to enable the claims between Defendants to be pursued.

30/11/99
determination of liability
subject to resumption
by 1st Dec

(2)

Their proposal is that they would settle on a full liability basis all injury claims sustained by those in Pens 3 or 4.

They would also settle on a full liability basis all nervous shock cases within the categories on our questionnaire 1 to 4 (but in the case of categories 3 and 4 only in respect of spouses and children) and category 15.

In all those cases the principles of settlement would be as in any other case namely on consideration of the medical evidence and proof of loss. In addition to the damages, interest in accordance with the normal principles would be paid, plus interest on general damages (as previously agreed) back to the 15th April 1989 or - in the case of clients joining the Group after the 31st July - back to the date of so joining. Costs and disbursements would be paid in addition.

If claims are capable of quantification at this stage, and settlement is agreed early payment can be made.

In appropriate cases application can be made for interim payments which will be considered as in any other case.

If agreement cannot be reached in any particular case then a procedure should be agreed for early assessment of damages either by Court or by arbitration.

In respect of all nervous shock cases other than those specified above the First Defendants would not seek to pursue any arguments on liability as far as the Plaintiffs are concerned but currently contend that the claims are too remote and any argument would be solely on that point.

They state that in any case where they are satisfied that the clients claim is not too remote they would meet those claims on a full liability basis as set out above.

We are seeking to agree in any event the most appropriate and expeditious way of bringing the remoteness cases before the Court for an early decision as to which categories are within scope and which are too remote.

We will be sending out further questionnaires in those cases which fall in the disputed categories within the next few days and would

be glad of an urgent reply so that the most appropriate cases can be chosen as test cases and pursued vigorously.

Counsel is considering this aspect and we will have further discussion on the most appropriate way of dealing with this and will be able to report to you more fully at the Conference fixed for the 7th.

As far as the two current Lead Actions are concerned the First Defendants and their Insurers have confirmed that these claims will of course be met in full and that they will pay the costs including an indemnity in respect of any order for costs against the Plaintiff in respect of the remaining Defendants should such an order be sought and be made.

The only clients who are not covered by the proposals are those individuals who suffered injury outside the ground - i.e. inside the perimeter gates but before reaching the terraces or stands. From our enquiries it seems that there are relatively few such claims but if your client falls into this category then the claim should be immediately and separately dealt with through the Municipal Mutual who, if they agree that there would be liability on someone, will pay the claim on a full liability basis and on the same conditions as above.

Whereas we, and Counsel, will be in a position to discuss these proposals further with you at the Conference on the 7th I wanted you to have this information as soon as possible.

Subject to ensuring that any loose ends are well and truly tied and to agreeing a speedy procedure for dealing with the remoteness claims it seems that these proposals should lead to early and proper settlement of your clients claims and we are making application to Steyn J as soon as possible to notify him, to retain the fixed dates 19th June to deal with the outstanding remoteness cases and to obtain approval of the Hillsborough Trust Fund Trust Deed where appropriate.

If you are unable to come to the meeting and wish to let me have your views in writing or have any queries on which you require

further information do please get in touch with me as soon as possible and, if possible, by Monday the 4th December 1989.

Every good wish.

Yours sincerely,

Liz Steel

MISS E M STEEL