DOLMANS INSURANCE BULLETIN

Welcome to the January 2021 edition of the Dolmans Insurance Bulletin

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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,
Justin Harris, Partner, at **justinh@dolmans.co.uk**

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REPORT ON

The Development of Remote Trials and Hearings Since March 2020 – The New Normal?

Since the initial lockdown in March 2020, Dolmans has conducted many trials and hearings remotely on behalf of its clients. Some of these have been reported in previous editions of this bulletin. With the recent introduction of further lockdown restrictions and as we enter the new year, it seems timely to review the development so far of these remote hearings.

This article will focus upon some of the practical issues that clients and their witnesses are likely to face when confronted with the prospect of a remote hearing and how Dolmans has adapted to assist its clients. Indeed, what follows is based upon Dolmans' experiences in dealing with various civil hearings on behalf of its clients since the pandemic began.

The Early Days

During the first month or so following the initial lockdown in March 2020, the Civil Courts were inclined to adjourn trials that were imminent, although other shorter hearings were dealt with remotely by telephone, as they had been for several years previously. There was a slight change however, insofar as the Courts would normally set up these hearings utilising the BT MeetMe platform, whereas before lockdown this would usually have been done by the conducting solicitors.

Whilst most short hearings continue to be conducted by telephone utilising the BT MeetMe platform, the Courts adapted relatively quicky to accommodate virtual trials, and, by early June 2020, Dolmans had conducted its first virtual trial on behalf of a Local Authority; *L E v Rhondda Cynon Taf County Borough Council* – a multi-track matter that was heard remotely in the Cardiff County Court and was reported in the June 2020 edition of this bulletin.

Since then, there have been several developments, both in relation to remote trials and the various steps leading to these hearings.

Medical Experts and Split Trials

Unsurprisingly, it has been extremely difficult for Claimants to be examined in person by medical experts since March 2020, and remote examinations have become the new normal to a certain extent. So far, the Courts appear to be amenable to accepting reports based upon remote examinations. This might not be surprising, as without these remote examinations, trials would need to be adjourned without any real prospect of re-listing for some considerable time.

Defendants, obviously, still can obtain their own medical evidence, where appropriate and permitted. In addition, Defendants can, of course, put questions to medical experts in the usual manner.

Where it is not possible or suitable for remote examinations to be conducted, it might be appropriate to request a split trial so that liability, at least, can be decided upon without further delay. In the current climate, parties appear to be more persuaded to consent to these split trials and, indeed, the Courts also appear to be inclined to agree to the same.

With fewer witnesses, these split trials also assist with listing and the logistical problems potentially caused by several individuals, such as experts and quantum only witnesses, having to otherwise be in attendance remotely at the same time.

Pre-Trial Conferences

Prior to March 2020, it was usual for Counsel to meet with witnesses in person on the morning of a trial in a fast-track case. This is, of course, not possible in remote trial settings, and the incidences, therefore, of bespoke pre-trial conferences between Counsel and witnesses have increased. Indeed, these have proved particularly useful where witnesses have not attended Court previously and few, of course, are likely to have experienced remote hearings.

These pre-trial conferences are normally conducted remotely utilising the Microsoft Teams platform and are usually arranged by Counsel's Clerk, who will provide an appropriate invitation for the conference.

Directions

In the early matter of *L E v Rhondda Cynon Taf County Borough Council* referred to above, the Judge had listed an initial hearing to decide whether the trial could be conducted remotely and to provide appropriate directions prior to trial. In deciding whether the trial could proceed remotely, the Court needed to consider, amongst other things, that the parties had *"sufficient technical skill to operate the relevant hardware/software"* and ordered both parties' solicitors to file appropriate Witness Statements prior to the telephone hearing.

Since then, the Courts have been less inclined to order formal Witness Statements to be filed dealing with these issues, particularly as the Courts will now invariably request this information to be provided at the directions stage.

The information requested by the Court is likely to include requests for witness unavailability dates, confirmation as to whether the trial is capable of being conducted remotely and details of witness e-mail addresses and telephone numbers, for remote access where appropriate, although sometimes these details will also need to be provided closer to any trial date.

The Court might raise the possibility of a hybrid trial, which is a new phenomenon that will be dealt with later in this article.

It is worth noting that some Courts have attached 'unless' conditions to the provision of the above information, to the extent that a failure to provide this information "*may mean that the case proceeds without the involvement of the party that does not reply and that a claim or defence is struck out"*. Hence, it is vital that witnesses co-operate and expeditiously provide any information requested so that instructed solicitors can advise the Court and comply with the relevant terms.

Trial Bundles

Trial Bundles are, of course, normally prepared by Claimants' Solicitors and the judiciary has provided a post-lockdown Protocol for Remote Civil Justice Hearings in England and Wales, giving some guidance as to the conduct of remote hearings. This includes the need for electronic bundles of documents and any authorities for each remote hearing. Each electronic bundle should be indexed and paginated. The guidance is that electronic bundles should contain only documents and authorities that are essential to the remote hearing. Hence, this is another potential benefit of a split trial as there are likely to be fewer documents and is, therefore, advantageous in remote trials particularly.

The Protocol states that witnesses need to check beforehand that they can easily access Trial Bundles remotely, whilst not interfering with computer connections during the hearing. If not, consideration will need to be given to hard copies of Trial Bundles being provided and their subsequent destruction confidentially.

The timing of the provision of Trial Bundles is dealt with in the Court directions. The Claimant is provided with a timeframe for Trial Bundles to be filed and served prior to trial. However, historically these are sometimes filed and served late by the Claimant, or up to the requisite time limit. Compliance with this time period is, however, now more important than ever as attempts will need to be made to transfer Trial Bundles to various witnesses electronically and, if this fails, arrangements will need to be made for hard copies to be sent by other secure means.

In the case of *L E v Rhondda Cynon Taf County Borough Council*, it was helpful that the Judge had suggested at the directions stage that the lay witnesses need only be provided with a truncated copy of the Trial Bundle, to include pleadings, lay witness evidence and lay disclosure (not medical records), etc. As that matter proceeded on a liability only basis, the medical reports and records were less important anyway, although some contemporaneous copy medical records might, of course, need to be included in the event that there are factual causation issues arising from these entries.

Trial Platforms

Early cases were heard by the Courts utilising various platforms such as 'Skype for Business' or even 'Microsoft Teams'. However, since then, the preferred platform for the Courts appears to be the 'Cloud Video Platform' (or 'CVP'), which is now used in most civil trials.

This platform is relatively user friendly, with the Court providing a link and password a few days before the hearing. This will usually be provided to any witnesses direct by the Court or, if not, can be provided by instructed solicitors. This platform usually requires Google Chrome to be downloaded to work properly. Hence, the importance again of witnesses providing correct contact details when requested and ensuring that they have the relevant technology.

Another development has been the introduction of hybrid trials, where some witnesses and Counsel attend the hearing in person, whilst others attend the same hearing remotely. The Courts may, for example, list the matter for a hybrid trial where one of the parties or a witness has no remote access. Those attending in person do, however, have to comply with social distancing measures as marked by the Court, and this limits the numbers attending in person at any one time. The Courts will also provide an exact timetable as to when anyone attending in person should arrive at the Court building.

Early hybrid trials were not without their problems, with some connectivity issues and occasional audio echo/feedback from those in the courtroom, particularly when more than one person had their microphones switched on. However, this appears to have since been rectified, particularly with the introduction of the 'Cloud Video Platform'.

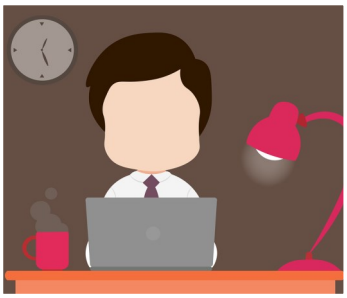
The Basics

No matter what platform is utilised, there are several basics that need to be remembered when conducting remote civil trials, including the following:

- It is essential that all participants are confident with their remote connections prior to trial. There may be certain technical issues that could interfere with connections between the Court and witnesses using Local Authority computer equipment, in particular, due, for example, to firewall and security issues. Witnesses should be advised of the relevant platform in advance and ensure that they have appropriate connectivity.

- Witnesses will need to be asked beforehand whether they wish to swear on oath or affirm when giving evidence remotely. The Courts will, of course, have holy books for those attending in person, but those attending remotely should attempt to procure a holy book beforehand if they wish to swear on oath. Otherwise, they might have to affirm.

- Even though someone may be giving evidence remotely from their office or home, they must treat that space as a courtroom setting and demonstrate the same respect that they would in person. For example, the dress code will be the same if attending in person or remotely. If more than one person is giving evidence from the same device, the person not giving evidence must not interrupt the witness giving evidence and should sit behind this witness if possible, again as would occur in a courtroom setting.



- It is not permitted for recordings to be made of the proceedings, whether by mobile phone or any other device. It should, however, still be possible to request transcriptions of the proceedings with the Court's permission, if required and in the usual manner.

- Witnesses not giving evidence should mute their microphones until it is their turn to give evidence.

- The chatroom within the 'CVP' platform is seen by all those attending the hearing and it may be necessary for Counsel to request a brief break in the proceedings to seek instructions where necessary.

- The Judge should still be asked if witnesses can be released after giving their evidence, even when attending remotely.

- Where more than one person will be giving evidence remotely from the same location, they will, of course, need to ensure that social distancing measures are adhered to and that any shared equipment is sanitised between users, including any shared Trial Bundles, computers, holy books, desks, etc.

Above all else, preparation before the trial date is vital. There are many aspects that need to be dealt with in order that a remote trial can run smoothly, and this article gives a flavour of some of these. Instructed solicitors need the foresight to deal with many issues that they might not have had to consider otherwise during the pre-pandemic era.

As such, solicitor attendance is as important, if not more so, than ever in remote trials. The solicitor becomes the hub in this scenario and is relied upon to liaise between Counsel, witnesses and any experts, as well as attempting to rectify any connection issues with the Court. It is the solicitor who collates all of the relevant witness information for the Court and is best placed, therefore, to deal with any issues arising on the day of trial, as well as liaising between Counsel and the witnesses regarding any last minute queries raised on the morning of the trial. Without this safety net, a remote trial could disintegrate rapidly if any problems did arise on the day.

Conclusion - The Future?

It is apparent that remote hearings and trials have developed considerably since March 2020, to the extent that these are now the 'new normal'. Whether or not these will continue in a post-pandemic world remains to be seen, although some legal commentators envisage that remote hearings will be prevalent for certain procedures in the future. As technology has improved and procedures settled down within a relatively short period of time, some of the benefits of remote hearings have become apparent and it is difficult to envisage that these will become wholly redundant. Clients can be assured, however, that Dolmans, having embraced and invested in the relevant technology for a considerable period, remains well placed to service and protect its clients' interests in this 'new' age.

Tom Danter
Associate
Dolmans Solicitors

For further information regarding this article, please contact
Tom Danter at **tomd@dolmans.co.uk**
or visit our website at **www.dolmans.co.uk**

RECENT CASE UPDATES

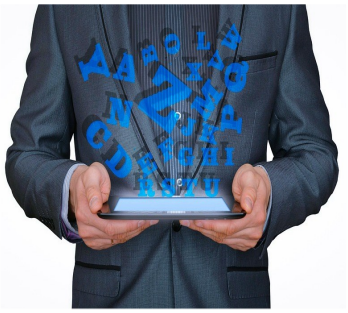
Amendments – Limitation – Strike Out

Libyan Investment Authority & Others v King & Others [2020] EWCA Civ 1690

In October 2018, the Court struck out the entirety of the Claimants' Particulars of Claim, but did not strike out the Claim Form in order to give the Claimants an opportunity to reformulate their claims. In May 2019, the Claimants applied to advance amended Particulars of Claim. The Claimants accepted that they were seeking to bring new claims, which were, arguably, statute barred, but the Judge, at first instance, allowed the new claims to be pleaded, pursuant to CPR 17.4, on the basis that they arose out of the same, or substantially the same, facts as a claim in respect of which the Claimants had already claimed a remedy in the proceedings.

The Defendant appealed, submitting that the Judge had no power to grant permission to amend under CPR 17.4 because there was no claim 'in issue' in the action for the purposes of s.35 of the Limitation Act 1980, the existing claims having been dismissed. The Claimants argued that although the Particulars of Claim had been dismissed, the Claim Form had not been struck out and could be looked at to consider whether the new causes of action arose out of the same, or substantially the same, facts. Further, or in the alternative, the Claimants submitted that the Court could vary the October 2018 Order under CPR 3.1(7) or correct it under the slip rule in CPR 40.12 to delete the striking out of the Particulars of Claim.

The Court of Appeal held that whilst the wording of CPR 17.4 and s.35 of the Limitation Act 1980 differed, CPR 17.4 was made under s.35(4) of the 1980 Act which expressly stated that CPR 17.4 could only provide for the Court to permit a new cause of action to be pleaded after the expiry of limitation in the circumstances specified in s.35(5)(a), that is if the new cause of action arose out of the same, or substantially the same, facts "*as are already in issue on any claim previously made in the original action*". CPR 17.4 had to be read as subject to that implied restriction, otherwise it would be ultra vires.



Further, there was binding authority that the words *"are already in issue"* were to be read into CPR 17.4. It was, therefore, necessary to identify, at the time when permission was sought from the Court, what facts were then in issue. Where, as here, the entirety of the Particulars of Claim had been struck out, the facts formerly relied on in support of that cause of action in those Particulars of Claim were no longer on the pleadings and no longer in issue. They could not be used for the comparison required under CPR 17.4. Whilst the Claim Form had not been struck out, it did not assist on the issue in this case.

However, by a majority, the Court found that the Judge in October 2018 had intended to give the Claimants the opportunity to apply for permission to amend their Particulars of Claim, and the Order actually made did not reflect his reasoning and was internally inconsistent as it gave permission to amend the Particulars of Claim, but also struck them out. The Judge should have made an Unless Order which granted permission to amend the Claim Form and Particulars of Claim, and the Order could, and should, be corrected under the slip rule (or, alternatively, varied under CPR 3.1(7)). Appeal dismissed.

RECENT CASE UPDATES

Claim Forms – Service – Electronic Filing

Ideal Shopping Direct Ltd & Others v (1) Visa Europe Ltd (2) Visa Europe Services LLC (3) Visa UK Ltd (4) Visa Inc : Ideal Shopping Direct Ltd & Others v (Matercard Inc) (2) Mastercard International Inc (3) Mastercard Europe SA (4) Mastercard/Europay UK Ltd [2020] EWHC 3399 (Ch)

The Claimants had issued proceedings in 16 claims for breaches of competition law said to have been committed by the Defendants (Visa and Mastercard).

The Claimants' Solicitor sent copies of the issued Claim Forms to the Defendants' Solicitors for information and not by way of service, and invited them to agree to an extension of time for service. This was agreed, as were further extensions of time. On the day of the expiry of the last agreed extension, unsealed amended Claim Forms were sent electronically to the Defendants' Solicitors. The sealed amended Claim Forms were later served.

The Defendants applied for Orders that the Claimants had not served the Claim Forms by the required date.

The Claimants applied for declarations that they had validly effected service of the amended Claim Forms. Alternatively, they applied for relief under CPRr6.15, r3.10 or r6.16.

Held

CPR 7.5 specified that the thing which was to be served within the time permitted for service was a "Claim Form". A document was only a Claim Form for the purposes of CPR if it bore an original Court seal. A draft Claim Form without a Court seal was not a Claim Form, even if it was subsequently sealed and even if the sealing and issue was retrospective to the date of filing under the Electronic Working Pilot Scheme (PD510).

The documents served by the Claimants were not Claim Forms. Therefore, no claim was served on the Defendants in the permitted time.

Rule 6.15(1) allowed the Court to permit service by a method which was not otherwise permitted by CRP r6. That only applied where there was *"good reason"* for the Court to exercise the power conferred by the rule. The Court found that the steps taken by the Claimants' Solicitor was not in accordance with the rules; the Defendants were aware of the contents of the amended Claim Forms, but the Defendants would suffer prejudice if an Order in the Claimants' favour was made because the Defendants had a limitation defence which would be lost: *Barton v Wright Hassall LLP [2018] UKSC 12* applied.

Overall, there was no good reason to treat the service of an unsealed Claim Form as good service. The reason why the Claimants were in the position they were in was because of a mistake by their solicitor. That was not a good reason to make the Order.

RECENT CASE UPDATES

In view of the conclusions under r6.15, the instant case was not one where the Court should find that there were exceptional circumstances: *Bethell Construction Ltd v Deloitte and Touche [2011] EWCA Civ 1321*.

Rule 3.10 was to be regarded as a general provision which did not prevail over the specific rules as to the time for and the manner of the service of the Claim Form. It did not enable the Court to find that there had been valid service or to make an Order remedying the Claimant's error.

Judgment accordingly.

Occupiers Liability – Breach of Duty – Convictions – Fall from Height – Risk Assessments

The White Lion Hotel (A Partnership) v Deborah Jayne James (On Her Own Behalf and in Her Capacity as Personal Representative of the Estate of Her Late Husband, Christopher James) [2021] EWCA Civ 31

A hotel partnership appealed against a decision that it was liable for the death of a guest who had fallen from a window of a second floor room.

The Deceased had attended a wedding and, upon returning to his room, had fallen to his death from his bedroom window. It was not possible to establish the exact cause of his fall.

The windowsill was 46cms above floor level. The modern standard minimum requirement was 80cms.

Following an investigation, the hotel partnership pleaded guilty to offences contrary to the Health and Safety at Work Act. It was accepted that there was a low risk of someone falling from the window which should have been addressed.

The Deceased's widow successfully claimed damages against the hotel partnership under the Occupiers Liability Act 1957, subject to a 60% reduction. The hotel partnership appealed, arguing that the Trial Judge erred in failing to apply the principle that someone who chose to run an obvious risk could not pursue an action on the basis that the Defendant had either permitted him to run that risk or had not prevented him from doing so: *Tomlinson v Congleton BC [2003] UKHL*, *Edwards v Sutton LBC [2016] EWCA Civ 1005* and *Geary v Weatherspoon Plc [2011] EWHC 1506 (QB)*.

RECENT CASE UPDATES

It was held that *Tomlinson, Edwards* and *Geary* were not authority for a principle which displaced the normal analysis required by Section 2 of the OLA 1957. What a Claimant knew, and should reasonably have appreciated, about any risk he was running was relevant to that analysis and, in cases such as *Edwards* and *Geary*, might be decisive. In other cases, such as the instant case, a conscious decision by the Claimant to run an obvious risk might not outweigh other factors.

In this case, there were other relevant factors:

- The lack of social utility of the particular state of the premises from which the risk arose (the ability to open the lower sash window).
- The low cost of remedial measures to eliminate the risk (£7 or £8 per window).
- The real, even if relatively low, risk of an accident recognised by the guilty plea. That was a risk which was not only foreseeable, but it was also likely to materialise as part of the normal activities of a guest.

There were factual features which distinguished this case from *Tomlinson, Edwards* and *Geary:*

- The presence of a defect.
- The critical difference a risk assessment would have made.
- The foreseeable risk of injury.
- The negligible financial cost of the preventative measures.

The Judge had determined that the Deceased had chosen to sit on the windowsill and had accepted the risk that, if he leant too far, he might fall. However, there was no finding that the Deceased knew and accepted that the risk had been created and was deliberately absolving the hotel by his actions or waiving his right to sue. The findings did not go far enough to meet the requirements of Section 2(5) (volenti non fit injuria).

The Judge had also erred in finding that an occupier who was in breach of his statutory duty under Section 3(1) of the 1974 Act was ipso facto in breach of his duty to a visitor under the 1957 Act. It did not follow that in every case the chain of causation would be made out. Each assessment would be fact specific and it did not follow that civil liability axiomatically followed an unchallenged criminal conviction.

The Judgment for the Claimant with 60% contributory negligence was upheld.

Appeal dismissed.

RECENT CASE UPDATES

Personal Injury – Dividends – Loss of Earning Capacity – Mesothelioma

Deborah Head (Executrix of the Estate of Michael Head, Deceased) v The Culver Heating Co Ltd [2021] EWCA Civ 34

The Claimant appealed against the refusal to award damages for her Deceased husband's "lost years" claim.

The Deceased was the founder and managing director of his own heating and ventilation company. He was paid a salary and received dividend income on his shares.

The principal issue on the lost years claim was whether it was relevant that a significant part of the Deceased's earnings, namely his dividend income, was likely to survive his death due to the company's future success.

At first instance, the 'lost years' claim was dismissed on the principles set out in *Adsett v West [1983] QB 826*, in which a distinction was made between earned income arising from a Claimant's capacity to work as recoverable in a 'lost years' claim and income derived from capital surviving a Claimant's death which is not recoverable in a 'lost years' claim. The Judge accepted that the Deceased's income was derived from his successful business and would not be lost (dismissing the Claimant's claim for £4 million).

Appeal

It was held proper to draw a distinction between loss of earnings from work and loss of income from investments; *Adsett* applied. If a Claimant had, by the time of a mesothelioma diagnosis, retired from work, there would be no loss of future earnings, though there might be a loss of pension.

However, it was accepted that the Deceased was still integral to the running of his company and that would have continued to be the case but for the mesothelioma.

The Deceased was paid a very modest salary which was fixed for tax efficiency, and it made no sense at all to say that this was the full extent of his earnings from work. As a matter of logic, all the Deceased's income from his company represented the fruit of his labours and not a return on his investment: *Rix v Paramount Shopfitting Co Ltd [2020] EWHC 2398 (QB)*. He was free to dispose of it however he chose. On the contrary, he could not make a testamentary disposition of his future earning capacity.

It was sensible to assume that the Deceased would have wound down his efforts in his mid-70's, reducing to 25% by the age of 75. Once he was no longer working full time, his dividend income could properly be treated pro rata as income for investments rather than earnings from work. When he ceased working altogether, his income from any retained shares would have become entirely income from investments. The Deceased's sons would have taken over an increasing share of the responsibility for the fortunes of the company and, as such, they would have received a greater share of its profits. The increase in the share of the profits attributable to the sons' labour during the handover period would have meant a corresponding reduction in the Deceased's own share.

The Judge's decision assessing damages for the 'lost years' claim at nil was set aside. In default of any agreement between the parties, the case was to be remitted for assessment of those damages.

Psychiatric Injury – Secondary Victims

Young v Downey
[2020] EWHC 3457 (QB)

The Claimant's father, a lance corporal in the Household Cavalry in London, was killed by an IRA car bomb close to his barracks while on duty in 1982. The Claimant, who was aged 4 at the time, had been in the barracks nursery. The Claimant remembered waving her father off, hearing the explosion and witnessing the injured soldiers returning to the barracks. The Claimant had suffered severe psychiatric illness since. The Defendant was one of the men responsible for the bomb attack. The Claimant's claim for personal injury damages for psychiatric injury was not successful.

The Court held that for a secondary victim to recover damages for psychiatric injury caused by witnessing an incident, or its immediate aftermath, they had to have a close tie of love and affection with the primary victim. An essential element of that was a need for the secondary victim to appreciate that their loved one was, or might have been, involved in the incident and was, or might have been, the person, or one of the persons, killed, injured or imperilled. In this case, the evidence suggested that it never occurred to the Claimant, as a 4 year old, that her father might have been injured, killed or involved in the incident.

Damages for the father's pain and suffering prior to death and for the Claimant's and her mother's loss of dependency were assessed and awarded.

RECENT CASE UPDATES

Service by Email – Relief from Sanctions

Ipsum Capital Ltd v Lyall & Others
[2020] EWHC 3508 (Comm)

The Claimant issued proceedings in September 2019. The Defendants filed an Acknowledgment of Service, but sought disclosure from third parties before preparing its Defence. In November 2019, the Defendants' Solicitors issued an Application for third party disclosure and for an extension of time for service of the Defence. The Claimant's Solicitors accepted service of that Application by email. At the hearing of the Application, an Unless Order was made for service of the Defence by 4:30pm on 7 February 2020. At 11:08am on 7 February 2020, the Defendants' Solicitors sent the Defence to the Claimant's Solicitors at the same email address to which the November 2019 Application had been sent. At 3:49pm, the Claimant's Solicitors informed the Defendants' Solicitors that they refused to accept service of the Defence by email and applied for Judgment in Default, which was entered. The Defendants applied to set aside Judgment and for relief from sanctions.

The Defendants submitted that the Claimant was estopped from denying service of the Defence by their actions in previously accepting service of the Application by email, which had lulled the Defendants' Solicitors into mistakenly believing that the Claimant would accept service by email generally. Whilst the Judge considered that the Claimant's actions were somewhat opportunistic, they were in accordance with the rules, which require that for there to be good service, the Claimant must have previously indicated in writing to the Defendants that it was willing to accept service by email, which the Claimant had not done. By leaving service of the Defence until the last moment, the Defendants were the author of their own misfortune.

On the facts, the Judge was satisfied that there was a Defence with a real prospect of success. In relation to relief from sanctions, the breach was serious and significant as it was a breach of an Unless Order. The default occurred as a result of a genuine mistake by the Defendants in misreading CPR 6 and being misled, by their own error, by the Claimant's previous conduct in accepting service by email. The Claimant was aware of the contents of the Defence within the time period laid down in the Unless Order. In all the circumstances, relief from sanctions was granted and the Default Judgment set aside.

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

Amanda Evans at **amandae@dolmans.co.uk** or
Judith Blades at **judithb@dolmans.co.uk**

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- Data Protection
- Defending claims – the approach to risk management
- Display Screen Regulations – duties on employers
- Employers' liability update
- Employers' liability claims – investigation for managers and supervisors
- Flooding and drainage – duties and powers of landowners and Local Authorities for drainage under the Land Drainage Act 1991. Common law rights and duties of landowners in respect of drainage
- 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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