

INTERROGATION (Dr Yasir HAMID)**Statement 25 April 2005**

1998, Specialist Registrar (Pathologist) at QA, etc

Para 1: Conducted the PM on ADBC on 2 Oct 1998

Para 2: RUBBISH!!!! Dementia was NEVER an issue with ADBC (where did he get that idea??)

Para 3: Is it not ALSO true that bronchopneumonia can be generated by excessive drugs causing respiratory depression and thus preventing the normal clearance of the bronchial passages by coughing and throat clearance?????

Para 4: Why was a toxicology examination not carried out as requested by the stepson, who insisted that ADBC had been poisoned by drugs ?????

Statement 19 May 2005

Para 1: Took the trouble to examine the heart as well as the lungs, but still no attempt to do toxicology examination **STRANGE, when the only reason for demanding a PM was to test for toxins!!!!!!!!!!!!**

Duty to tell client about conditional fee insurance

Court of Appeal

Published January 16, 2009

Jones v Attrill

Hibberd v Michael Jane Hair and Beauty

Tankard v John Fredericks Plastics Ltd (Law Society intervening)

Before Sir Anthony Clarke, Master of the Rolls, Lord Justice Dyson and Lord Justice Jackson

Judgment December 11, 2008

A solicitor was required to notify his client if he had an interest in recommending a particular insurance policy covering conditional fee agreements, if a reasonable person, knowing the relevant facts, would think that that interest might affect the advice the solicitor gave to his client.

The Court of Appeal so held when: (i) allowing the appeal of Mark Jones against the decision of District Judge Dancy on February 25, 2008, in Southampton County Court in favour of Karl Joseph Attrill, that a conditional fee agreement was unenforceable; (ii) dismissing the appeal of Michael Jane Hair and Beauty against the decision of Costs Master Wright in the Supreme Court Costs Office on March 17, 2008, in favour of Yvonne Hibberd, that the solicitor had no disclosable interest; (iii) allowing the appeal of Kier Tankard, against the decision of District Judge Sykes on February 6, 2008 in Liverpool County Court in favour of John Fredericks Plastics Ltd, that a conditional fee agreement was unenforceable.

Mr Michael Pooles, QC and Mr Roger Mallalieu for Mr Jones; Mr Jeremy Morgan, QC and Mr Alexander Hutton for Mr Attrill. Mr Robert Marven for Michael Jane Hair and Beauty; Mr Benjamin Williams for Ms Hibberd. Mr Nicholas Bacon for Mr Tankard; Mr Robert Marven for John Fredericks Plastics. Mr Richard Drabble, QC and Mr David Holland for the Law Society, intervening.

THE MASTER OF THE ROLLS, giving the judgment of the court, said that in the three linked appeals the construction of regulation 4(2)(e)(ii) of the Conditional Fee Agreement Regulations (SI 2000 No 692) was in issue.

In each case, the claimant sought damages for personal injuries against the defendant and entered into a conditional fee agreement with his or her solicitors. The claimants all succeeded in their claims against with the defendants ordered to pay the claimants' costs.

It was the defendants' case that the claimants' solicitors were in breach of the 2000 Regulations in failing to disclose to their client that they had an interest within regulation 4(2)(e)(ii) and as a result, the conditional fee agreement was unenforceable against the claimant.

If that submission were correct, section 58 of the Courts and Legal Services Act 1990, as substituted by the Access to Justice Act 1999, had the effect of preventing the claimant from recovering some or all of the costs claimed against the defendants.

In reality the issue was between the claimants' solicitors and the defendants or their insurers. Although the 2000 Regulations were repealed with effect from November 1, 2005 by the Conditional Fee Agreements (Revocation) Regulations (SI 2005 No 2305), there was a considerable number of disputes arising out of the 2000 Regulations remaining to be resolved.

For the purposes of regulation 4 of the 2000 Regulations, a solicitor had an interest in recommending a particular insurance policy if a reasonable person with knowledge of the relevant facts would think that the existence of the interest might affect the advice given by the solicitor to his client. That was the correct test.

Regulation 4 was concerned with giving the client, who was considering making a conditional fee agreement, enough information for him to be able to take a properly informed and considered decision. To do so he had