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BRANGAM BAGNALL &
Solicitors

Hildon House, 30-34 Hill Street, Belfast BT1 2LB Telephone [REDACTED]

Fax [REDACTED]

DX No. 485NR

OUR REF: 1/7/26

YOUR REF: A.49/95/43/J

19 March 1997

Dr G A Murnaghan
Director of Medical Administration
The Royal Group of Hospitals and Dental
Hospital H&SS Trust
Royal Victoria Hospital
Grosvenor Road
BELFAST
BT12 6BA

Dear Dr Murnaghan

DEBORAH STRAIN OBO ADAM STRAIN

I refer to previous correspondence and would advise you that the Plaintiff's Solicitors have spoken to me concerning this matter and in discussion, entirely without prejudice to liability, they would be prepared to accept [REDACTED] This would of course be subject to a Confidentiality Clause, and I enclose herewith a copy of my letter of even date on that particular point.

I believe from a liability point of view, this case cannot be defended, and this is based largely upon the information given by one of the Independent Experts retained by HM Coroner at the Inquest. Additionally, I believe that it would be unwise for the Trust to engage in litigation in this matter given the particularly tragic circumstances of the death, and the opportunity for the exploration of any differences of opinion which might exist between a number of the attending physicians.

I earnestly recommend that we attempt to dispose of this matter at this stage and I look forward to receiving your instructions.

Yours sincerely

[Handwritten signature]

Brangam, Bagnall & Co

Enc

GB/ST

This is a
closed Coroner's
is an MN
case

ADMINISTRATION
21 MAR 1997

George D. H. Brangam Fiona E. E. Bagnall

Uel A. Crothers



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OUR REF: 1/7/26

YOUR REF: 70560DD/CMcL

19 March 1997

Messrs Francis Hanna & Co
Solicitors
Central Chambers
75/77 May Street
BELFAST
BT1 3JL

Dear Sirs

DEBORAH STRAIN OBO ADAM STRAIN

We refer to previous correspondence and would advise you that we are presently taking our Client's instructions in relation to the suggestion which you have made for disposal of this matter.

As far as any proposed settlement is concerned, same would be subject to a Confidentiality Clause which would provide inter alia:-

"It is hereby agreed between the parties that this action has been settled in the sum of £x together with costs, without any admission of liability, in full and final settlement of all claims arising out of the death of the minor Plaintiff. It is hereby agreed between the parties that the terms of the settlement shall remain confidential and neither party shall disclose to any third party any details concerning the settlement and in particular, the Plaintiff's next friend will not publish, cause to be published, nor provide information in relation to this matter to any third party or make any comment in relation to the matter at any time to representatives of newspapers, television, journals or any other publicity media".

As we have indicated we are taking our Client's instructions but in the interim, we should be grateful if you would confirm that if settlement is reached that your Client will agree to be bound by the terms of the Confidentiality Clause.

Yours faithfully

Brangam, Bagnall & Co

GB/ST

George D. H. Brangam Fiona E. E. Bagnall

Uel A. Crothers

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