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BY POST & FAX

Mr Alfred Donovan  
Maplebank  
Ixxer Lane  
Bradfield Combust  
Bury St Edmunds  
Suffolk  
IP30 0LR

Your Ref

Our Ref JXM/01105457/ST4

25 June 1999

Dear Sir

**John Donovan v Shell UK Limited**

We refer to the observations of Mr Justice Laddie noted in the transcript for day 6 between page 63 line 22 and page 64 line 19.

Our client, Shell UK Limited, has instructed us to put forward a proposal for settlement in the terms of the accompanying draft Deed of Compromise. It is our client's wish that this offer of settlement should be treated as an open offer. We therefore make it plain that our client waives any privilege that might otherwise have attached to the offer by reason of Rule 36.19(1) of the Civil Procedure Rules or at common law.

The offer of settlement along the lines indicated in the accompanying draft Deed of Compromise is made with a view to promoting peace between the parties and drawing a line under the disputes which have divided them. It should not be construed as a sign of weakness or lack of determination to proceed if matters cannot be resolved by agreement. Our client considers that an agreement in terms of the draft Deed of Compromise would provide an even-handed basis for a clean break with the past. Numbered clauses 3 to 5 of the draft Deed are intended to provide an orderly framework for the future by confining the compromising parties to neutral and non-inflammatory comments and observations with regard to the nature and effect of the compromise.

We invite you to respond constructively to this proposal before further substantial costs are incurred in connection with the conduct of the present litigation. The potential to save costs decreases with the passage of time. Our client is therefore not prepared to allow the offer of settlement to remain open for acceptance indefinitely and you should proceed upon the basis

Mr Alfred Donovan  
Maplebank

25 June 1999

that this offer will cease to be capable of acceptance at 5pm on Tuesday 29 June 1999 unless you hear from us to the contrary.

Please note that we propose to bring this letter and its enclosure to the attention of the court at the next appropriate opportunity.

Yours faithfully



28<sup>th</sup> June 1999

Ms Jane MacCarthy  
DJ Freeman Solicitors  
43 Fetter Lane  
London

3 PAGES BY FAX ONLY

Dear Ms Jane MacCarthy

JOHN DONOVAN -v- SHELL UK LIMITED

This letter is my reply to the open offer set out in your letter of 25<sup>th</sup> June 1999 and the draft Deed of Compromise. I note your intention to bring your open offer to the attention of the Court and would be grateful for your written confirmation that you will do likewise with this response.

Mr Justice Laddie has forecast that the case is likely to be dragged through the Courts for years and will probably not be finally resolved until it reaches the European Courts of Human Justice. That would mean more years of continued acrimony (and wasted Shell shareholders money), which would not be in the interest of any party.

Having repeatedly proposed ADR it follows that I wholeheartedly support the objective of promoting peace between the parties and hopefully bringing to a speedy conclusion all of the matters that have caused grief to all concerned. Consequently I would welcome an attempt to reach a compromise settlement along equitable lines. The surrender currently demanded by Shell does not qualify as a compromise whereby both parties meet anywhere near half way.

I would like to make it clear that we are far from being the Shell-hating fanatics portrayed by Mr Hobbs. In this connection, I attach a copy of a self-explanatory letter sent to the wife of the Group Chairman of the Royal Dutch/Shell Group, Mrs Judy Moody-Stuart, that gives an insight into my feelings on these matters.

The bottom line is that at my age I would genuinely welcome a return to a normal existence free of campaigning and acrimony, provided that Shell is willing to negotiate an honourable compromise that we can all live with.

Yours sincerely

*A E. Donovan*

Alfred Donovan

*P.S.*

*Ms Moody Stuart kindly acknowledged receipt of the attached letter and offered us her good wishes*

*AD*

 DJ FREEMAN

Solicitors

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FACSIMILE

Date 28 June 1999  
To Alfred Donovan  
Your Ref  
Our Ref Jane MacCarthy  
Copy to

Fax number  
01284 388308

No of pages (including this one) 2

MESSAGE

Please see attached

File Number 105457

Serial Number

Time in

If part of this transmission has failed please telephone Sandra Thompson on extension 4414. (A list of partners' names is open to inspection at this address).

LE4387.1



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28 June 1999

Dear Sir

**John Donovan v Shell UK Limited**

Thank you for your letter dated 28 June 1999 the contents of which we note. Our clients regret that you are unwilling to settle the matter in the way we have proposed.

Yours faithfully

LE4387.1