

IN THE HIGH COURT OF JUSTICE CLAIM NO: 1998-T-720

QUEEN'S BENCH DIVISION

BETWEEN:

DENNIS TANNER

THE CLAIMANT

AND

(1) BLUEPRINT BOOKS LIMITED

(2) PETER JOHN FILBY

THE DEFENDANTS

CONSENT ORDER

UPON the parties having agreed to terms of settlement set out below and in the
Schedule annexed hereto

BY CONSENT

IT IS ORDERED that:

1. the Claimant's claims herein shall be dismissed forthwith;


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2. the Claimant shall pay to the Defendants the sum of £9,500 towards the Defendants' costs within 7 days of the date of the order herein, the Defendants hereby relinquishing their claim to payment of any further costs in this Claim;
3. the Hearing of the Trial of this Claim shall be vacated and thereafter this Claim shall be removed from the Court Record.

Dated the day of March 2001.

Signed.....

Mr Dennis Tanner
Pilgrim Cars
Unit 14
Mackley Industrial Estate
Small Dole
Nr. Henfield
Sussex
The Claimant.

Signed. 

Aldrich, Crowther & Wood
199 Preston Road
Brighton
East Sussex BN1 6AW
Solicitors for the Defendants
Ref: KM/LC/B0211-4

SCHEDULE

4. the Claimant hereby undertakes (on behalf of himself and any entity, corporate, personal or otherwise in which he has any financial interest or over which he has any control) not to print, publish, distribute or otherwise communicate any article concerning the Defendants or any of their products;
5. the Defendants hereby undertake (on behalf of themselves and any entity, corporate, personal or otherwise in which they have any financial interest or over which they have any control) not to print, publish, distribute or otherwise communicate any article concerning the Claimant or any of his products.

This document is called a Consent Order

The top and bottom of it was that I agreed to drop my first action against Fibly (and contribute £9,500 towards his costs) in return for his Undertaking not to publish any further 'articles' about me or my products. I also agreed not to write about him or his products (which I'd never done).

However, Fibly carried on publishing readers letters (and notices asking for letters of complaint). He argued that he had not agreed not to publish such letters; or the notices soliciting for them.

Needless to say that I was therefore unwilling to pay the £9,500.

That led to Fibly issuing proceedings against me. I had no choice but to Appeal the Order (being doubly difficult because it was an Order made with the consent of both parties - except, as can be seen, I hadn't actually signed it. It was the fact that I hadn't signed it that had escaped the notice of the first High Court Judge which led to the worst injustice in my opinion).

At the end of the day it was found to be a valid agreement, but that the meaning of the word 'article' was deemed, by the Court of Appeal, to include readers letters and the notices by which they were solicited).

The Court of Appeal effectively established that Fibly had published in Breach of Contract, but I'd already issued proceedings on the grounds that those letters were, in any event, libelous.

Incidentally, the article that Fibly published in March 2003 (attacking Kit Car magazine) was also in breach of this contract/Court Order.

This agreement was dissolved (at my behest) in the final judgement of April 2003. Since then, I've adopted Fibly's methods (except my words have been truthful).

Mr. D. Tanner
Pilgrim Cars
Unit 14 Mackley Ind. Est.
Small Dole
W. Sussex
BN5 9XJ

Mr. K. Marwick
Aldrich Crowther & Wood
The Old House
199 Preston Road
Brighton
BN1 6AW

12/03/01

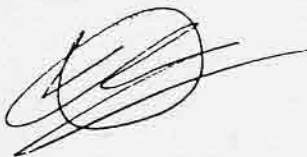
Your Ref. KM.BS.BO211-4

Dear Mr. Marwick,

I have shown the proposed Consent Order to Coole & Haddock. They suggested that the 'all encompassing' terms agreed should be made more explicit. In particular they suggest the word 'article' in terms 4 and 5 be expanded to read 'article, letter, advertisement or notice'.

If you would be so kind as to make this alteration I shall be pleased to sign the Consent Order for sealing by the Court.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Den Tanner', written over a circular scribble.

Mr. Den Tanner