



IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

HQ01X03736

BEFORE THE HONOURABLE MR JUSTICE GRAY

DENNIS TANNER

Claimant

-and-

(1) PETER JOHN FILBY
(2) ALAN G. T. HOWELL

Defendants

UPON HEARING Mr J. de Silva a Solicitor on behalf of the Claimant and Miss B. Ahmed of Counsel on behalf of the Defendants

AND the Claimant and the Defendant having agreed to the terms set forth in the Schedule to this Order

AND UPON no Order being sought as to the costs of this action as between the Claimant and the First Defendant

BY CONSENT

IT IS ORDERED that:

1. paragraph 3 of the Order of The Honourable Mr Justice Gray dated the 18th day of September 2001 in case number 1998 T No720 be set aside
2. the terms of the Schedule annexed to the said Order of The Honourable Mr Justice Gray be set aside



CGH



3. the Claimant and the First Defendant agree to the following statement being made in open Court:-

"In the February 2001 issue of Which Kit? magazine Peter Filby published an article entitled "Tale of a Pilgrim" in which he made a number of defamatory statements about Dennis Tanner and Pilgrim Cars

Some of these statements were repeated in subsequent editions of "Which Kit?" In particular it was alleged that:

(1) Mr Tanner was responsible for the fact that a Pilgrim Sumo purchased from him by Alan Howell had dangerously collapsed on the road while being driven

(2) The service provided by Mr Tanner and his company was shockingly bad

(3) These issues had been determined in Mr Howell's favour in a County Court Judgment

Mr Filby now accepts that the County Court did not find these allegations to be true He apologises to Mr Tanner for publishing the statements

Mr Filby now recognises that the true position is that although the car did collapse the County Court never found this to have been the responsibility of Mr Tanner nor did it find that he or his company provided shockingly bad service

It is hoped that Mr Tanner's reputation will be fully recovered by this retraction and apology"

4. the Claimant do have permission to discontinue this action as against the Second Defendant with no Order as to costs



5. all further proceedings be stayed except for the purpose of carrying such terms into effect

both parties have permission to apply to carry the terms into effect

DATED the 7th day of April 2003

BY THE COURT



SCHEDULE BEFORE REFERRED TO

(A) The Claimant and the First Defendant undertake as follows:-

1. Not to publish any defamatory statements of each other in their personal or business capacities in or relative to any companies with which they are associated
2. Any published reference to the other party and/or the products and publications with which he is associated (either now or in the future) will be made in good faith and for the purposes of providing accurate information
3. Any complaint or concern about any such published reference will be raised with the other party in writing within 14 days of its publication. The other party will reply in writing within 14 days of receiving such written communication. During this time the complaint or concern will not be communicated to any third party
4. The Claimant and the First Defendant undertake that they will not hereafter publish or cause to be published or otherwise make use of distribute or disseminate the statement to be made in open Court and referred to in the Consent Order or otherwise make or publish statements to any third parties about this litigation or the subject matter thereof PROVIDED THAT the Claimant and the First Defendant will be at liberty to publish the statement set out in the Consent Order in open Court without further comment in one issue of Kit Car magazine and Which Kit? magazine within 3 months of the date of this Order
5. The Claimant and the First Defendant agree to deal with any future disputes as follows:-
 - 5.1 If there is hereafter any dispute between the parties either party may serve on the other a Notice of Dispute specifying the dispute and requesting that the parties using their best endeavours seek in good faith to resolve it. If a Notice of Dispute is served by one party the other may within 14 days serve its own Notice of Dispute. The parties shall use their best endeavours to seek during the 45 days following service of the first Notice of Dispute to resolve through negotiation in good faith the dispute(s) specified in the Notice(s) of Dispute
 - 5.2 If a dispute is not resolved in accordance with paragraph 5.1 above within 45 days of service of the first Notice of Dispute the dispute shall be referred to Littleton Dispute Resolution Services Limited or some other reputable dispute resolution service provider as may be agreed between the parties for mediation in accordance with LDRS's procedures for the time being so far as not inconsistent with this paragraph. If the parties are not able to agree on any aspect of the procedures for the mediation including without limitation the identity of the mediator it shall be decided by LDRS or in accordance with LDRS's procedures or if LDRS so determines by the mediator if applicable



Neither party may withdraw from the mediation until the mediator decides that its continuation is unlikely to result in a settlement

5.3 If a dispute is not resolved by the processes referred to in paragraphs 5.1 and 5.2 above within 90 days of service of the first Notice of Dispute the Courts of England shall have exclusive jurisdiction to settle that dispute

5.4 Neither party may commence legal proceedings unless the processes in paragraphs 5.1 and 5.2 above have been carried out

(B) The Second Defendant undertakes not to repeat the allegations contained in his letter which appears at Appendix 1 to the Re-amended Particulars of Claim

(C) The terms of this Order and set out in this Schedule shall be in full and final settlement of all claims in this action or otherwise arising out of the subject matter thereof



DATED the 7th day of April 2003

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THE HON. MR JUSTICE GRAY

BETWEEN:

TANNER D.

-and-

FILBY P. J. & ANR

ORDER

02TLQ0867

Court 13

Clifford Chance
DX: 606 London

Ref: JSXD/P2106/3705/MTS

Solicitors for the Claimant

Cannings Connolly
DX: LDE 50

Ref: SSS/NCD/H67/1

Solicitors for the Defendants