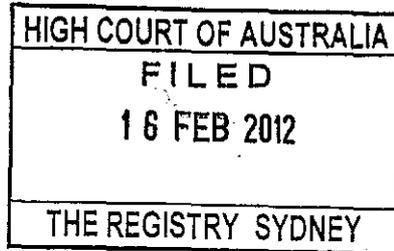


BETWEEN: Certain Lloyd's Underwriters Subscribing to Contract No IH00AAQS
Appellant



and

John Cross
Respondent

No. S 418 of 2011

BETWEEN: Certain Lloyd's Underwriters Subscribing to Contract No IH00AAQS
Appellant

and

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Mark George Thelander
Respondent

No. S 419 of 2011

BETWEEN: Certain Lloyd's Underwriters Subscribing to Contract No IH00AAQS
Appellant

and

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Jill Maria Thelander
Respondent

APPELLANTS' REPLY

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1. This submission is in a form suitable for publication on the internet.
 2. Whilst issue is taken generally with Part VI of the Respondents' Submissions, it is considered that the issues are adequately dealt with in the Appellants' Submissions, save for the two matters dealt with below.

3. (A) As to paragraphs 7 to 9, the concept of "matter" as found within the transitional provisions in Schedule 9 to the Legal Profession Act 2004 should be taken to refer to the transaction, controversy or set of circumstances in respect of which a client instructs a lawyer. It should be given a practical meaning.

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4. The costs the subject of each of the orders made by Garling DCJ were costs incurred in the District Court proceedings from 12 July 2005 (when AVS was joined as a defendant to those proceedings). Whether the matter is regarded as the claims for damages made in the proceedings generally, or the claim for damages against AVS, Part 11 of the 1987 Act applied to the matter and thus to costs incurred in it. (The 2004 Act did not commence until 1 October 2005). Part 11 of the 1987 Act would continue to apply to the costs incurred in the proceedings unless they could be seen to be incurred in a new matter in which the client first instructed the relevant lawyer on or after 1 October 2005.

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5. (B) As to paragraphs 13 to 15, the Respondents fail to identify with any precision the manner in which the scope of application in the Civil Liability Act of the expression "personal injury damages" assists in establishing, or should be taken into account in discerning, the meaning of that expression.

6. Further, there is no need to reproduce the definition within the Legal Profession Acts themselves when the definition is effectually incorporated into those Acts by use of the words "has the same meaning as in...".

Dated: 16 February 2012

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