

87. When Barlow Lyde & Gilbert provided comments on the agenda, they confirmed that Eagle Star wished to amend its defence to plead the issues set out in the Notice to Admit of 15 January 2009 (set out above at paragraphs 82 and 83); that Eagle Star agreed that similar directions should apply to the litigation against Eagle Star and RSA; and that Eagle Star also wanted limitation to be heard as a preliminary issue.
88. I understand that directions at the CMC were made in respect of various matters, including for the filing of Eagle Star's amended defence and a timetable for evidence and skeleton arguments in respect of five cases.
89. I understand that Eagle Star did not file an amended defence in accordance with the order from the CMC and that Uppal Taylor notified Barlow Lyde & Gilbert that, absent a response in seven days, Uppal Taylor would apply for an "unless order" as to the defence and remaining directions. It appears that Uppal Taylor subsequently applied for the issue of the scope of the terms of the policy to be tried as a preliminary issue and that it was listed for hearing for three days from 13 December 2010. However, Uppal Taylor and Barlow Lyde & Gilbert applied to vacate the trial and for a stay of four weeks on 28 November 2010 in order to facilitate the negotiation of settlement of the proceedings. The order was granted on 10 December 2010.
90. I understand that by 17 December 2010, Uppal Taylor and Barlow Lyde & Gilbert had negotiated terms of settlement and in early 2011 a consent order was agreed with Uppal Taylor. The consent order stated that there be a declaration that the *"Claimants be entitled to recover damages for the injury, loss and damage [they] suffered, whilst they were resident at the [Bryn Alyn] establishments, to include any predecessors in title, SAVE THAT any injury or loss occasioned to the Claimants by John Ernest Allen whether by himself or concurrently with any other person, shall fall to be excluded in its entirety"* and that Eagle Star be ordered to *"pay the claimants reasonable costs, on the standard basis to be assessed in default of agreement and subject to the order of His Honour Judge Oliver-Jones QC dated 15 December 2008"*.